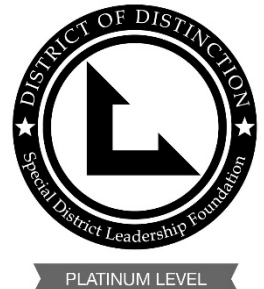




TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

SDLF Platinum-Level of Governance



President – Michael Callahan • Vice-President – Carolyn Graham • Director – Kevin Graves • Director – Bryon Gutow • Director – Ashley Porter

**NOTICE OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY
Wednesday January 17, 2024 7:00 P.M.**

TO ATTEND IN PERSON: The meeting will be held at the Community Center located at 1601 Discovery Bay Boulevard.

In addition to physical attendance at the address indicated above, the Town of Discovery Bay Community Services District is offering the following teleconferencing options as an alternative means for the public to participate in this meeting.

TO ATTEND BY ZOOM WEBINAR: <https://us06web.zoom.us/j/85454370841>

TO ATTEND BY PHONE: +1 (669) 444 9171 or +1 (719) 359 4580 **WEBINAR ID:** 854 5437 0841

Download Agenda Packet and Materials at <http://www.todb.ca.gov/>

REGULAR MEETING 7:00 P.M.

A. ROLL CALL AND PLEDGE OF ALLEGIANCE

1. Call business meeting to order 7:00 p.m.
2. Pledge of Allegiance.
3. Roll Call.

B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)

During Public Comments, the public may address the Board on any issue within the District's jurisdiction which is not on the Agenda. The public may comment on any item on the Agenda at the time the item is before the Board for consideration. Any person wishing to speak will have 3 minutes to make their comment. There will be no dialog between the Board and the commenter as the law strictly limits the ability of Board members to discuss matters not on the agenda. We ask that you refrain from personal attacks during comment, and that you address all comments to the Board only. Any clarifying questions from the Board must go through the President. Comments from the public do not necessarily reflect the viewpoint of the Directors.

C. CONSENT CALENDAR

All matters listed under the CONSENT CALENDAR are considered by the District to be routine and will be enacted by one motion.

1. Approve Regular Board of Directors DRAFT Meeting minutes from December 20, 2023.
2. Approve Register of District Invoices.
3. Elect Board Officers for Calendar Year 2024 – Michael Callahan President and Carolyn Graham Vice-President.
4. Accept \$6,000 Donation from Veolia North America to the Community Center.

D. PRESENTATIONS

1. Recognition of Director Ashley Porter's Service as President of the Board 2023.
2. Veolia Presentation.

E. DISCUSSION AND POSSIBLE ACTION

1. Discussion and Possible Action to Authorize General Manager to Execute Veolia Memorandum of Agreement (MOA) - Energy Conservation & Renewable Energy Program Development.
2. Discussion and Possible Action to Authorize General Manager to Execute Contract with BSK Contract for Geotechnical Preparation Services for the Community Center Retaining Wall in the Amount of \$19,700.
3. Discussion and Possible Action to Authorize General Manager to Execute Contract and Temporary Entry Permit for the Installation of a Monitoring Well at the Cecchini Ranch Project.

F. MANAGER'S REPORT

G. GENERAL MANAGER'S REPORT

H. DIRECTORS REGIONAL MEETING AND TRAINING REPORTS

1. Byron Union School District – December 12, 2023 (Director Kevin Graves).

I. CORRESPONDENCE

J. LEGAL REPORT

K. FUTURE AGENDA ITEMS

L. ADJOURNMENT

1. Adjourn to the next Regular Meeting of the Board of Directors on February 7, 2024 beginning at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.

"This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the American with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code § 54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact the Town of Discovery Bay, at (925) 634-1131, during regular business hours, at least forty-eight hours prior to the time of the meeting."

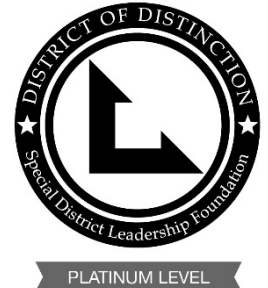
"Materials related to an item on the Agenda submitted to the Town of Discovery Bay after distribution of the agenda packet are available for public inspection in the District Office located at 1800 Willow Lake Road during normal business hours."



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

SDLF Platinum-Level of Governance



PLATINUM LEVEL

President – Ashley Porter • Vice-President – Michael Callahan • Director – Kevin Graves • Director – Bryon Gutow • Director – Carolyn Graham

MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY Wednesday December 20, 2023 7:00 P.M.

REGULAR MEETING 7:00 P.M.

A. ROLL CALL AND PLEDGE OF ALLEGIANCE

1. Called business meeting to order 7:00 p.m.
2. Director Graves led the Pledge of Allegiance.
3. Roll Call was taken, and all members were present with the exception of President Porter who was absent.

B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)

None.

C. CONSENT CALENDAR

All matters listed under the CONSENT CALENDAR are considered by the District to be routine and will be enacted by one motion.

1. Approve Regular Board of Directors DRAFT Meeting minutes from December 6, 2023.
2. Approve Register of District Invoices.

Director Graves made a Motion to Approve the Consent Calendar.

Director Graham seconded.

Vote: Motion carried – AYES: 4 – Callahan, Graves, Gutow, Graham, NOES: 0, ABSTAINED: 0, ABSENT: 1
- Porter

D. PRESENTATIONS

1. Veolia Presentation.

Presented by Anthony Harper, Projects Manager for Veolia.

- There have been 174 safe working days.
- Well 7 has been down since May 2023.
- 20 Coliform samples were taken, and zero were positive.
- No valve exercising was done.
- No water quality complaints.
- All wastewater lift stations are active.
- Conductivity annual average <2,400: 2,135

E. DISCUSSION AND POSSIBLE ACTION

None.

F. MANAGER'S REPORT

None.

G. GENERAL MANAGER’S REPORT

General Manager Dina Breitstein thanked the Board and Staff for all of their hard work over the past year.

H. DIRECTORS REGIONAL MEETING AND TRAINING REPORTS

1. Con Fire Meeting – December 5, 2023 (Director Carolyn Graham)

I. CORRESPONDENCE

None.

J. LEGAL REPORT

None.

K. FUTURE AGENDA ITEMS

None.

Director Graves thanked the Staff and the Board for all of their contributions this year.

L. ADJOURNMENT

1. Adjourned at 7:11p.m. to the next Regular Meeting of the Board of Directors on January 17, 2024 beginning at 7:00p.m. at the Community Center located at 1601 Discovery Bay Boulevard.

“This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the American with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code § 54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact the Town of Discovery Bay, at (925) 634-1131, during regular business hours, at least forty-eight hours prior to the time of the meeting.”

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Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

January 17, 2024

Prepared By: Margaret Moggia, Finance Manager & Lesley Marable, Accountant
Submitted By: Dina Breitstein, General Manager

Agenda Title

Approve Register of District Invoices.

Recommended Action

Staff recommends that the Board approve the listed invoices for payment.

Executive Summary

District invoices are paid on a regular basis and must obtain Board authorization prior to payment. Staff recommends Board authorization in order that the District can continue to pay warrants in a timely manner.

Fiscal Impact:

Amount Requested \$ 935,729.80

Sufficient Budgeted Funds Available?: Yes (If no, see attached fiscal analysis)

Prog/Fund # See listing of invoices. **Category:** Operating Expenses and Capital Improvements

Previous Relevant Board Actions for This Item

Attachments

Request For Authorization to Pay Invoices for the Town of Discovery Bay CSD 2023/2024

AGENDA ITEM: C2

Request for Authorization to Pay Invoices
For The Meeting On January 17, 2024
Town of Discovery Bay CSD
Fiscal Year 7/23 - 6/24

Veolia Water North America	\$295,588.00
J.W. Backhoe & Construction, Inc.	\$268,000.00
Pacific Gas & Electric	\$108,111.65
Goodfellow Bros. California LLC	\$48,200.49
SWRCB	\$39,906.74
Badger Meter	\$36,515.57
San Joaquin County Office Of Ed	\$28,007.25
First Light Technologies Ltd.	\$25,860.00
U.S. Bank Corporate Payment System	\$12,648.27
Lucas Electrical Inc.	\$8,515.00
Precision IT Consulting	\$7,116.90
Caselle, Inc.	\$7,004.25
BrightView Landscape Services, Inc.	\$5,640.00
HASA INC	\$5,348.76
Herwit Engineering	\$3,825.00
Freedom Mailing Service, Inc	\$3,593.01
Town of Discovery Bay CSD	\$3,442.30
Valencia Janitorial Plus	\$3,090.00
Mt Diablo Resource Recovery	\$3,027.63
Karina Dugand	\$2,432.25
SDRMA	\$2,397.23
Croce, Sanguinetti & Vander Veen, Inc.	\$2,332.50
Brentwood Press & Publishing	\$1,986.50
Upper Case Printing, Inc.	\$1,936.00
California Rural Water Association	\$1,582.00
Sabie Trucking, Inc.	\$1,344.61
National Aquatic Services, Inc.	\$1,258.14
Verizon Wireless	\$1,021.95
ECS Imaging, Inc.	\$990.00
Ricoh USA, Inc	\$657.75
City Of Brentwood	\$603.50
Brentwood Ace Hardware	\$562.94
ODP Office Solutions, LLC	\$491.56
Geotab USA, Inc.	\$434.50
ASCAP	\$434.00
Concentra	\$418.00
Michelle Dominge	\$367.50
Gladwell Governmental Services, Inc.	\$300.00
UniFirst Corporation	\$233.04
W.J. Kirk Welding	\$175.00
Denalect Alarm Company	\$126.00
Alhambra	\$93.87
Discovery Pest Control	\$50.00
Water Utility Customer Refund	\$49.58
Watersavers Irrigation Inc.	\$10.56

\$935,729.80



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

January 17, 2024

Prepared By: Dina Breitstein, General Manager
Submitted By: Dina Breitstein, General Manager

Agenda Title: Elect Board Officers for Calendar Year 2024 – Michael Callahan President and Carolyn Graham Vice-President.

Recommended Action

Elect the Board Officers for Calendar Year 2024 consistent with Board Policy 004: Board President – Michael Callahan; Board Vice-President – Carolyn Graham.

Executive Summary

Yearly the Board of Directors elects a President and Vice-President. Board Policy 004 (amended February 21, 2018) designates the procedure for electing Board officers for the 2024 calendar year.

According to Policy 004, the following Directors will serve in calendar year 2024:

Board President: Michael Callahan
Board Vice-President: Carolyn Graham

Previous Relevant Board Actions for This Item

January 4, 2017 - Board Officers for Calendar Year 2017
December 6, 2017 – Board Officers for Calendar Year 2018
January 16, 2019 – Board Officers for Calendar Year 2019
January 15, 2020 – Board Officers for Calendar Year 2020
January 20, 2021 – Board Officers for Calendar Year 2021
January 12, 2022 – Board Officers for Calendar Year 2022
January 18, 2023 – Board Officers for Calendar Year 2023

Attachments

1. Board Policy 004.

AGENDA ITEM: C3



Town of Discovery Bay

Program Area: Board	Policy Name: Board Policy	Policy Number: 004
Date Established: June 19, 2002	Date Amended: February 21, 2018	Resolution: 2018-01

PURPOSE

The purpose of the elected Board of Directors of the Town of Discovery Bay, a multipurpose independent special district, is to represent the residents within its boundaries in any and all matters covered under the California Government Code relating to a Community Services District.

In addition to the purposes listed in the Government Code, the District has been ordered by LAFCO and the Board of Supervisors to perform an advisory role for the residents of Discovery Bay. This role includes, but is not limited to, advising the County in matters of land use planning, zoning, compliance, roads and streets, lighting, landscaping, parks and public safety services.

I. BOARD OF DIRECTORS

The governing body of the Town of Discovery Bay is a Board of Directors comprised of five (5) Board members elected by the registered voters of the District to serve four (4) year staggered terms. During the elections every two (2) years, either two (2) or three (3) Directors are elected to serve the District for the next four (4) years.

Yearly the Board of Directors elects a President and Vice-President. The President of the Board chairs the meeting, performs such duties as prescribed by State or Federal law and such other duties as prescribed by Board Policy or the established Bylaws of the Town of Discovery Bay. In the event of the President's absence, the Vice-President performs said duties.

Should the President and Vice President not be present to chair a meeting, the duties of the chair shall be performed by the Board member with the highest seniority. In the event seniority cannot be determined due to the date of the assumption of office, the Board member with the highest vote count in their most recent election shall prevail as the senior member.

The appointment of Board officers shall be established based upon the following schedule:

Board President

In order to be considered to serve as President of the Board, the Board member must have served on the Board for a minimum 24 months prior to being considered for rotation into the Board President position. The Board Presidency shall be assigned to the Board member who has not served as President and who has met the 24 month requirement.

If more than one Board member has met the 24 month requirement and not served as President, the member with the longest tenure on the Board of Directors shall be the first person appointed to the position of President.

In the event each member of the Board has previously served as President at one point in their respective office, the Board member to serve as Board President shall be the member who has not served as President for the longest period time.

In the event seniority cannot be determined due to the date of assumption of office, the Board member with the highest vote count in their most recent election shall prevail as the senior member for purposes of this selection procedure.

Vice President

The Vice President shall be the Director next in line to be President based on the then current service time. In order for a Board member to be considered for the position of Vice President, the Board member must have served on the Board for a minimum of 12 months prior to being considered for rotation into the Board Vice President position. The Board Vice President shall be assigned to the Board member who has not served as Vice President and who has met the minimum 12 month service requirement.

In the event seniority cannot be determined due to the date of assumption of office, the Board member with the highest vote count in their most recent election shall prevail as the senior member for purposes of this selection procedure.

II. POWER OF THE BOARD

The Board of Directors recognizes its duty to formulate and approve the policy program for the operation, control, administration and planning of the District's facilities and activities of the District.

Board meetings shall be noticed and shall take place pursuant to the Ralph M Brown Act of 1953, as amended (hereafter, Brown Act).

The parliamentary procedure for conducting all meetings will be Rosenberg's Rules of Order.

The Board meets its obligations to the electorate by performing as a legislative, administrative and control body.

The Board may have standing committees and may appoint ad hoc committees as the need arises. The District's General Manager or Designee may serve as staff support to those committees.

In the discharge of their duties, Directors shall comply with all applicable local, state and federal laws, including, but not limited to, the participation in and completion of any mandatory training program for Directors required by California law.

III. RESPONSIBILITIES

A. Responsibilities of the Board of Directors:

1. To select a General Manager as the Board's chief administrative officer and professional advisor and properly delegate to him or her the authority and responsibility to execute its' policies, enforce its rules and regulations, and administer the facilities, programs, and services of the District. Provide the General Manager with the necessary personnel and resources to carry out his or her responsibilities.
2. To adopt a District budget that provides the best possible facilities, programs, and services, within the limits of fiscal responsibility, to the people of the District.
3. To adopt a comprehensive set of Board policies and administrative procedures to govern the operation of the District. These policies and procedures shall be amended and revised as appropriate and shall be compiled and published in a Board Policies Manual. The District shall keep at its offices a master copy of such manual, which shall be kept for all purposes the official record of the Board policies of the District.
4. By motion, resolution, or ordinance conduct the business of the District, taking those actions that ensure that satisfactory services are provided throughout the community.
5. Keep informed on agenda items and on-going business of the Board.
6. Be well informed on the provisions of laws, ordinances and resolutions as they affect conduct of the District and the Board.
7. Attend meetings with promptness and regularity.
8. Elect officers and confirm standing and ad hoc committee members and District representatives to external agencies.
9. Initiate, review and approve plans that will satisfy future requirements, including a long-range plan (five (5) to ten (10) years).
10. Review and act upon plans and recommendations submitted by the Board committees and the General Manager. This action includes adoption, rejection, amendment or return to committee.

11. Single Board members will not represent the whole of the Board in other open or closed meetings without prior sanction by the majority direction of the Board.

B. GENERAL CONDUCT OF BOARD OF DIRECTORS AND OFFICERS

1. No member of the Board or Officers of the District shall:

- a. Represent his or her position as that of the Board unless the Board has acted upon that position.
- b. Make unsolicited statements to anyone other than the Board during Board deliberations.
- c. Issue any writings or statements to the press or public without clearly distinguishing which statements are his or her own and which are established Board positions.

2. Preparation and Commitment:

- a. Shall respect the Board's commitment to work through the General Manager by requesting desired information about the District's programs/activities directly from him/her, by referring to him/her suggestions for new policies, for his/her professional advice, by refraining from acting on any complaint until after the General Manager has had an opportunity to investigate fully and report to the Board, and by wholeheartedly supporting Board approved actions of the General Manager and his/her staff.
- b. Accept the principle of Board unity or consensus by supporting majority decisions of the Board.
- c. Shall make decisions involving the welfare of the District based on factual information and evidence recognizing that personal feelings, opinions and other such factors are not conducive to sound decision making.
- d. Come prepared, ready to ask questions and make decisions.
- e. Do what is agreed upon.
- f. Respect confidentiality of Closed Session agenda items.
- g. Contact the General Manager prior to meeting for more information, if needed.

C. ADDITIONAL RESPONSIBILITIES OF THE BOARD MEMBERS

1. Orientation of Board Members

- a. The Board of Directors recognizes its responsibility in helping and assisting a newly elected or appointed Board member to understand the operation of the District as well as the roles and responsibilities of a member of the Board. The Board and General Manager shall assist each new member-elect to understand the Board functions, policies, procedures, roles, duties and responsibilities of members of the Board. The following methods shall be employed:

- b. The new member shall be given selected material on the duties and responsibilities associated with Board membership. These materials shall include, but are not limited to: The Government Code dealing with Community Services Districts, the Ralph M. Brown Act, the California Public Records Act, Board Policies, and any pertinent publications issued by the California Special Districts Association, the California Parks and Recreation Society and other agencies, as needed.
- c. As soon as practical after the new Board member assumes office, an orientation meeting with General Manager will be held prior to the first Board meeting to acquaint the new member with details of District operations.
- d. The incoming member may meet with the General Manager and members of his staff to discuss services they perform for the Board and the District.

2. Policy Violations

- a. Board Members who intentionally or repeatedly do not comply with this Policy may be reprimanded or formally censured by the Board of Directors.

D. Responsibilities of a Committee Chairperson

1. Undertake the specific tasks or assignments as established by the Board or Board President together with the participation of the other members of the committee.
2. Plan and schedule the necessary activities and obtain commitments for the necessary resources to complete the assignment.
3. Present a report on status and progress to the Board at appropriate times as designated by the President.
4. Prepare recommendations and justification for any proposed action and submit to the Board for decision and implementation when approved.
5. Provide overall leadership of the committee.
6. Perform the duties of a Board member if appropriate.



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

January 17, 2024

Prepared By: Dina Breitstein, General Manager
Submitted By: Dina Breitstein, General Manager

Agenda Title

Accept \$6,000 Donation from Veolia North America to the Community Center.

Recommended Action

Approve and Accept \$6000 Donation from Veolia North America to the Community Center.

Executive Summary:

Veolia North America ("Veolia") is the contract operator of the Town's water and wastewater plants. Veolia has annually donated \$6000 to the Community Center. For 2024, Veolia is again making a \$6000 donation that will be directed to the Community Center. Staff's recommendation is to approve and accept the donation.

Previous Relevant Board Actions for This Item

Attachments

AGENDA ITEM: C4



Water and Wastewater Monthly Report
Town of Discovery Bay

Presented January 2024

Safety & Training

Safe Work Days: 204

Weekly Safety Topics:

12/06 – LSR #7 LOTO

12/13 – SPCC

12/20 – Stress Management

12/27 – Winter Weather in Sacramento – San Joaquin Delta region

Water Well Status

Willow WTP

01

Active

02

Active

06

Active

Newport WTP

04

Active

05

Active
(Emergency)

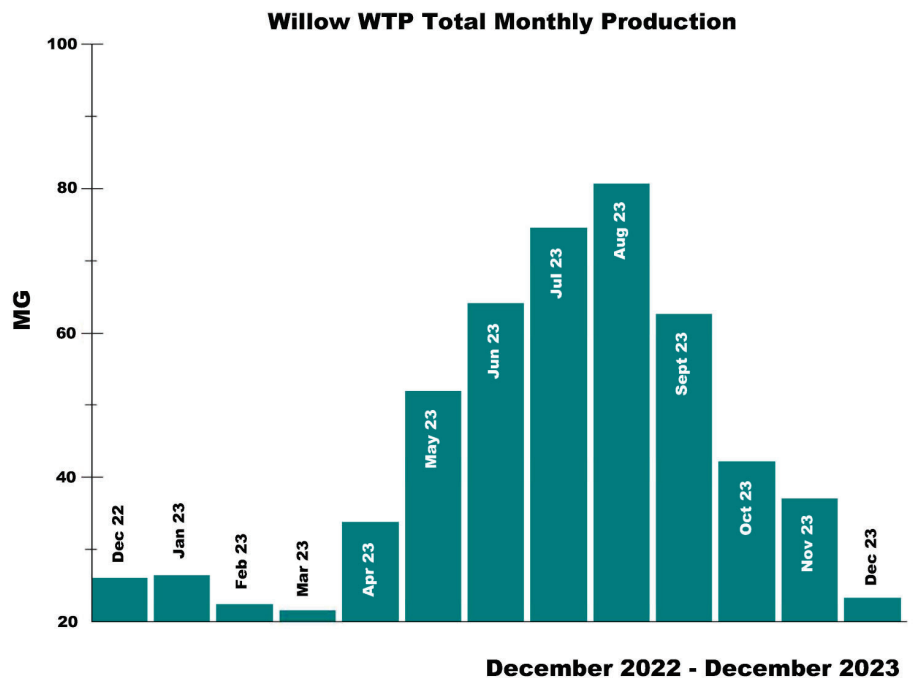
07

Down for
Repairs

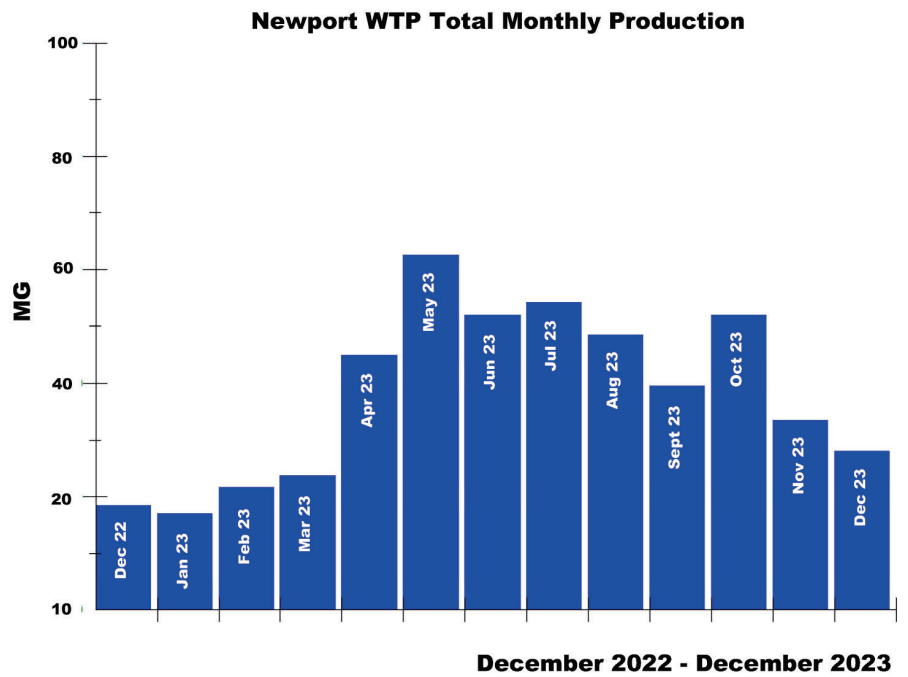
Water Production & Chemicals

	Production (MG)	Chemicals (gal) (Sodium Hypochlorite)
Willow WTP	23.30	1,388
Newport WTP	28.00	956
TOTAL	51.30	2,344

Water Production - Willow Total Monthly Production



Water Production - Newport Total Monthly Production



Water Compliance

Coliform Samples Collected: 20

Coliform Positive Results: 0

Water Quality Complaints: 1 (odor)

Hydrant Flushing: 1

Valve Exercising: 0

Lift Station Status

A

Active

C

Active

D

Active

E

Active

F

Active

G

Active

H

Active

J

Active

R

Active

S

Active

Newport

Active

Lakeshore

Active

Lakes

Active

Lakes 4

Active

Bixler

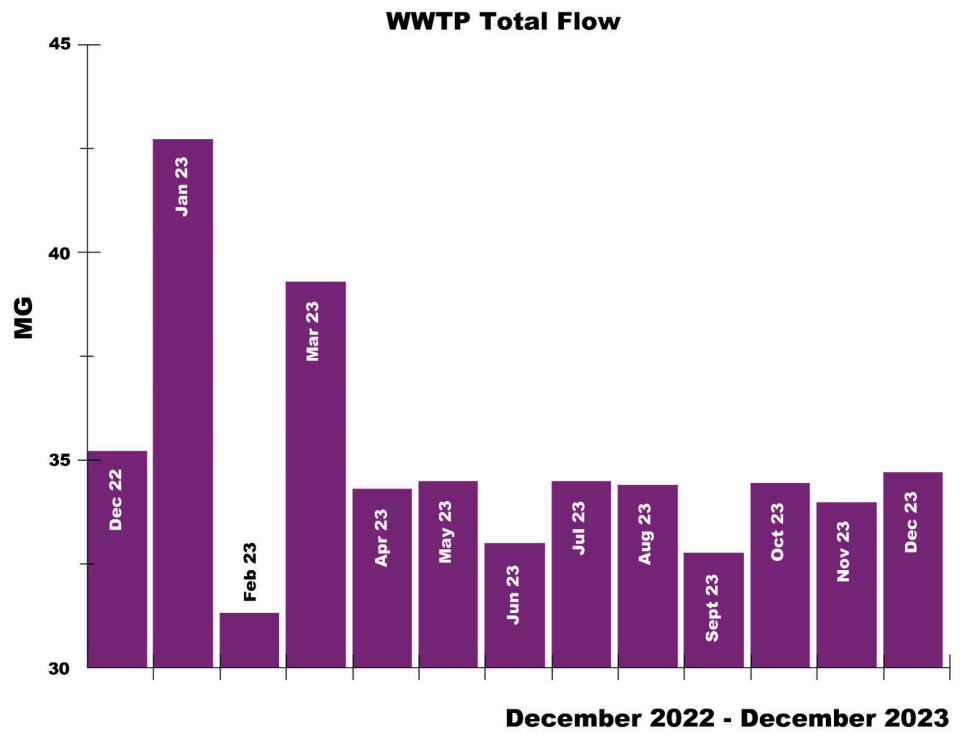
Active

Wastewater Flow & Chemicals

WW Plant 2	Total Flow (MG)	Influent Flow avg. (MG)	Discharge Flow avg. (MG)
	36.00	1.25	1.34
	Last Year Flow (MG)	Polymer (gal)	Alum (gal)
	35.21	900	0

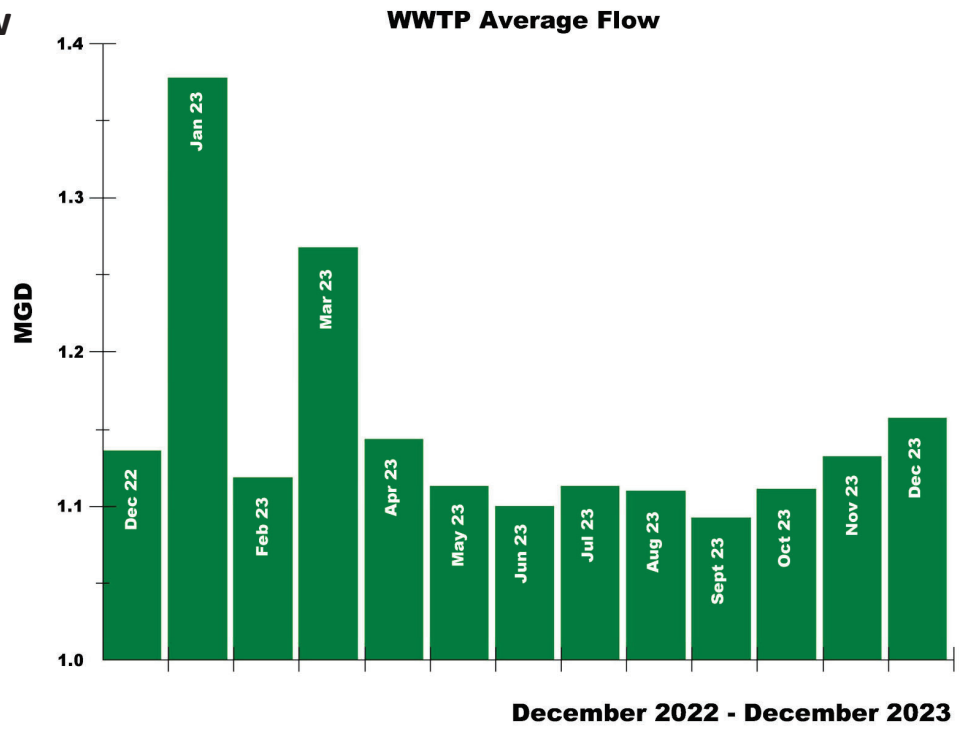
WWTP 2

Total Monthly Flow



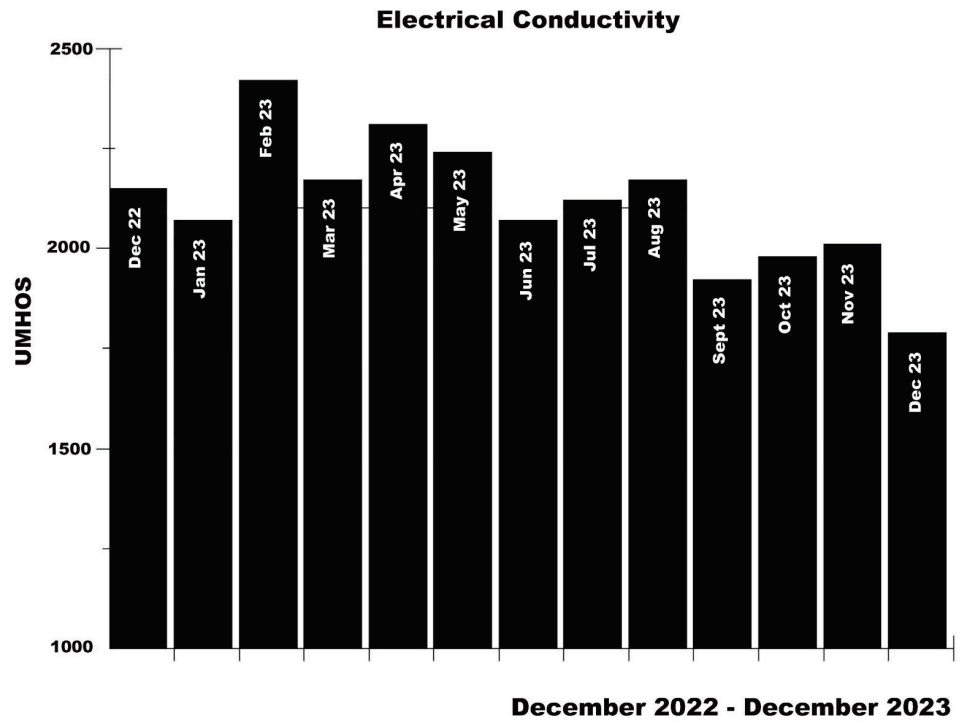
WWTP 2

Average Discharge Flow



WWTP 2

Monthly Conductivity



Wastewater Compliance

Effluent BOD₅, mg/L < 10: **1.3**

Effluent TSS, mg/L < 10: **1.5**

Total Coliform 7 day median < 2.2: **<2**

Total Coliform daily max < 23: **<2**

Eff NTU daily avg < 2: **1**

Eff Ammonia (N), mg/L < 8.4: **ND**

Removal BOD₅, monthly > 85%: **99.3%**

Removal TSS, monthly > 85%: **99.3%**

Conductivity annual avg < 2,400: **2,106**

Nitrates monthly < 38: **6**

**Maintenance
& Improvements**

SSOs: 0

Customer Inquires: 0



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

January 17, 2024

Prepared By: Dina Breitstein, General Manager
Submitted By: Dina Breitstein, General Manager

Agenda Title

Discussion and Possible Action to Authorize the General Manager to Execute Veolia Memorandum of Agreement (MOA) Energy Conservation & Renewable Energy Program Development.

Recommended Action

To authorize General Manager to execute Veolia Memorandum of Agreement (MOA) – Energy Conservation & Renewable Energy Program Development upon review and approval by District Legal Counsel.

Executive Summary:

During the October 4, 2023, Water and Wastewater Committee Meeting, the Veolia North America Sustainable Industries & Buildings (SIB) team, John Burdette, presented to the committee upcoming opportunities for the Town of Discovery Bay CSD regarding Energy and Water & Wastewater solutions. The main initiative of this program is to increase resilience for the town's critical facilities and to implement effective conservation measures concerning HVAC systems, energy, lighting, and water and wastewater facilities and operations. The secondary benefit and initiative is to provide the town with secondary and alternative energy resources such as solar renewable energy generation and battery energy storage systems.

BACKGROUND:

The TODB CSD paid PG&E just over \$1,417,829.00 in fiscal year 2022-2023 in electricity and natural gas to operate all facilities and infrastructure.

Earlier this year, the California Public Utilities Commission (CPUC) along with Pacific Gas & Electric (PG&E) ruled that their Net Energy Metering – Aggregation (NEM-A) v2.0 program would stop accepting applications on February 13th, 2024. This NEM-A v2.0 program provides very lucrative bill credit incentives for entities such as the TODB CSD. After this program stops accepting applications, the bill credits that can be generated by the TODB CSD will reduce to up to 75%, which would make solar renewable energy generation very difficult to justify from a financial return on investment perspective.

At the beginning of the 2023, the Federal Government also approved the Inflation Reduction Act (IRA) which provides grants and incentives for municipalities and special districts to generate clean renewable energy versus purchasing that electricity from the local utility provider. These grants and incentives can pay for up to 25%-50% of the program costs, resulting in a very handsome savings and return on investment for those entities that take advantage of these programs.

The California Energy Commission (CEC) also offers a subsidized financing program through their Energy Conservation and Assistance Act (ECAA) Loan Program whereas the TODB CSD can borrow up to \$3,000,000.00 at 1.0% interest over a 17–20-year term. In this economic and interest rate environment, this is the most attractive financing vehicle available for funding these types of energy savings and renewable energy generation and storage programs.

If the TODB CSD requires additional funding above and beyond the CEC ECAA 1% Loan Program, there is additional funding available through the California Infrastructure Bank (iBank) and through Tax Exempt Municipal Lease Purchase.

Veolia has offered the Town of Discovery Bay Community Services District (TODB CSD) an opportunity to participate in their Sustainable Industries & Buildings (SIB) program through Veolia's wholly owned Enovity Company to help the TODB CSD significantly reduce utility and operating costs, increase resiliency, as well as reduce greenhouse gas emissions.

Enovity, a wholly owned subsidiary of Veolia North America (Veolia), has conducted a preliminary energy audit of the TODB CSD's highest energy consuming facilities including, but not limited to, the wastewater treatment plant #1 and #2, the Newport Water Treatment Plant, Newport Lift Station, Willow Lake Water Treatment Plant, the Community Center, Well #1 and Well #7. Veolia has identified opportunities for the TODB CSD to save millions of dollars over the life of the identified infrastructure upgrades.

As an approved Energy Services Company (ESCO) with the State of California Department of General Services (DGS), Veolia proposed to develop, design, turnkey install, operate and maintain all proposed upgrades with guaranteed performance and savings leveraging the California Government Code 4217.

The next step in this process is to conduct an Investment Grade Audit (IGA) to finalize the designs for the energy conservation measures, solar renewable energy generation, and battery energy storage systems. Most importantly, Veolia will also prepare and submit the required PG&E Interconnection Applications to be submitted on the TODB CSD's behalf on or before the deadline on February 13th, 2024, in order to get the TODB CSD grandfathered in on the NEM-A v2.0 program for all sites that qualify for that program and Interconnection Applications for NEM v3.0 for all other sites.

The proposed system will also fix the cost of electricity for the amount of electricity that the solar renewable energy system produces, offering the TODB a guaranteed hedge against the high inflation of PG&E delivered power and offer an avoided utility cost savings for the TODB CSD and its residents. Over the last 40+ years, PG&E electricity cost have escalated at a 10%+ rate annually when including all fees and taxes. The cost of PG&E electricity is forecasted to rise at even higher escalation rates throughout 2030 due to the undergrounding of electrical transmission lines over thousands of miles and the adoption of Electric Vehicles (EV) which increase both cost and demand of electricity for PG&E ratepayers.

ENVIRONMENTAL:

The project is deemed to be categorically exempt from CEQA and Veolia plans to file a Notice of Exemption (NOE) on the TODB CSD's behalf, which will include a brief description of the proposed project, the location of the project, a finding that the project is exempt from CEQA, including a citation to the appropriate exemption, and a brief statement of the reasons to support the finding that this project is exempt per CEQA guidelines (15062(a).)

The NOE will trigger a 35-day statute of limitations challenging the agency's decision that the project is exempt from CEQA. (Pub. Res. Code 21167(d); Guidelines 15062(d).)

FINANCIAL IMPACT: \$55,050.00

The Memorandum of Agreement (MOA) shares the development risk with Veolia. If Veolia is successful in developing an energy conservation and renewable energy generation / storage project that meets the Budget Neutrality Requirements of California Government Code 4217, then the TODB CSD agrees to move forward with the implementation of the program with Veolia and the costs of the MOA will be rolled into the final program cost. If Veolia fails to develop a program that can't meet the CA Government Code 4217 Budget Neutrality requirement, then Veolia will not charge or invoice for the services provided under the MOA. The only scenario in which the TODB CSD would have to pay the MOA amount is if Veolia conducts all development and engineering services, meets, or exceeds the Budget Neutrality Requirement of CA Government Code 4217 and the TODB CSD decides not to move forward. Then the TODB CSD would reimburse Veolia for their time and resources expended during the development and design to create the proposed program.

RECOMMENDED ACTION:

To authorize General Manager to execute Veolia Memorandum of Agreement (MOA) – Energy Conservation & Renewable Energy Program Development upon review and approval by District Legal Counsel.

Previous Relevant Board Actions for This Item

Attachments

1. Veolia – Town of Discovery Bay = Solar Renewable Energy and BESS MOA 01042024.
2. Veolia – Presentation.
3. Veolia – Draft Project Schedule.

AGENDA ITEM: E1

Memorandum of Agreement (“Agreement”) between Town of Discovery Bay Community Services District (“Customer”) and Enovity, Inc., a Veolia company (“Veolia”)

BACKGROUND

Customer would like to utilize Veolia’s turnkey energy project development, financing, and implementation expertise to help them reach their energy and cost savings goals. Veolia’s Turnkey process provides a means for the Customer to develop, fund, and implement energy projects. This Agreement provides the terms and conditions under which Veolia will provide turnkey services for the measures set forth below (the “Project”) for certain Customer facilities set forth below (each a “Customer Facility”).

CUSTOMER FACILITY

The Customer Facilities to be investigated under this agreement are as follows:

- Wastewater Treatment Plant #1
- Wastewater Treatment Plant #2
- Newport Water Treatment Plant
- Newport Lift Station
- Willow Lake Water Treatment Plant
- Community Center

INVESTMENT CRITERIA

This Agreement, based on preliminary discussions with the Customer, defines the potential scope, funding sources, and qualifying criteria of the Project (“Investment Criteria”) as follows:

The Project measures to be investigated and considered for implementation as part of this agreement include:

- Solar Renewable Energy Systems
- PG&E Interconnection Applications for NEM-A v2.0 and NEM v3.0
- Battery Energy Storage Systems (BESS) with Microgrid Controls
- LED Lighting Retrofit

Funding sources to be investigated and considered as part of this agreement include:

- Customer’s Internal Capital
- California Energy Commission (CEC) Energy Conservation Assistance Act (ECAA) 1.0% Interest Loan Program
- 30% Federal Investment Tax Credit (ITC) Cash Payment Option for municipalities and special districts.
- Energy Efficiency and Conservation Block Grant
- Tax Exempt Municipal Lease (TEML)
- Distributed Electricity Backup Asset (DEBA) Program



Additional criteria clarifications to be considered as part of this agreement include:

- Conformance with the funding sources as identified.
- Budget neutrality in conformance with California [GC4217.10](#)

PURPOSE OF AGREEMENT

Veolia and Customer will work together to identify, evaluate, develop, and secure funding for a Project, subject to the Investment Criteria and mutual agreement to pursue the Project at any particular Customer Facility.

This Agreement will remain in effect for one (1) year from the date on which both parties have executed and delivered this Agreement (such date, the "Effective Date").

RESPONSIBILITIES OF VEOLIA

Funding Pre-Approval

1. Veolia will work with Customer to clarify the various funding sources available, review the pros and cons of each, and identify potentially viable funding pathways for the Project.
2. Veolia will work with Customer to compile funding documentation for signature, submit the documentation to the chosen funding source(s), and follow up on the funding approval process.

Initial Site Assessment (ISA)

3. Veolia will work with Customer to identify, evaluate, perform preliminary design work, and attempt to secure funding for the measures identified at the Customer facility.
4. Veolia will perform the following tasks to develop a Project that meets the Customer's Investment Criteria:
 - a. Perform an Initial Site Inspection to identify energy conservation measures.
 - b. Coordinate a measures list review meeting with Customer to review the measures and confirm interest.
 - c. Identify funding sources that may not support the measures of interest.
 - d. Perform on-site data collection, pre-measurements, and trend data that will be utilized in the preliminary measure analysis.
 - e. Prepare preliminary measure analysis and budgetary construction cost to be incorporated into a preliminary Project proposal ("Budget Proposal")
 - f. Provide Budget Proposal for Customer review and approval.
 - g. Interface with funding source(s) to confirm conformance of the Budget Proposal and facilitate final Customer selection of the most viable funding source(s).

Firm Fixed Price Proposal (FFPP)

5. Veolia will develop a detailed analysis and tailored solutions for the final scope of work, obtain subcontractor bids as needed, consider flow-down terms and conditions of the selected third-party funding source(s), and develop a firm-fixed implementation cost and Project implementation schedule.



6. Veolia will provide a Firm Fixed Price Proposal (FFPP) and implementation contract to Customer for review and approval. Any FFPP will be subject to mutual agreement on contractual terms.

RESPONSIBILITIES OF CUSTOMER

Funding Pre-Approval

1. Customer will submit required pre-approval documentation for the funding source(s) of interest.
2. Customer will execute documents required to secure terms and commitment for the preferred funding source(s).
3. Customer will pay all required utility interconnection fees directly to the utility.

Initial Site Assessment (ISA)

1. Customer will provide Veolia scheduled access to each Customer Facility to perform the ISA and participate in project meetings upon request.
2. Customer will participate in an Energy Conservation Measure List Review Meeting to review the measures with Veolia and confirm what measures Customer is interested in pursuing.
3. Customer will provide Veolia with any prior audit reports, drawings, and facility information required to evaluate the identified measures.
4. Customer will work with Veolia to develop a Project conforming to the Investment Criteria.
5. The Customer will review and approve a Budget Proposal, prepared by Veolia, for conformance with Investment Criteria, finalize the selection of the most viable funding source(s), and provide the terms and conditions of the selected funding source(s) as it may pertain to Veolia.

Firm Fixed Price Proposal (FFPP)

1. Customer will review the Firm Fixed Price Proposal (FFPP) and negotiate in good faith with Veolia to agree on terms for an implementation contract.
2. The Customer will execute any third-party agreements needed to fund the Project.

IMPLEMENTATION CONTRACT TERMS

If the parties desire to enter into an implementation contract, the parties intend that such contract will contain the following terms, provided that the actual terms of any such executed implementation contract shall prevail and be binding on the parties:

1. The Customer may pay Veolia directly or through Customer's third-party funding sources.
2. If third-party funding is to be paid directly to Veolia, Customer shall designate Veolia as the payee in a separate agreement between Customer and each third-party ("Third-Party Agreement").
3. Should any Third-Party Agreement become jeopardized or terminated, or if Veolia is removed as the designated payee in such agreement, Customer shall assume the responsibility of payment for any invoices past due as well as future invoices for the balance of work as they become due.



ADDITIONAL SCOPE OF WORK

NEM-A v2.0 Interconnection Agreements

Upon execution of the MOA, Veolia will work with the Customer to develop and submit the proper documentation to obtain an NEM-A v2.0 Interconnection Agreement for the Community Center and the Willow Water Treatment Plant. A NEM v3.0 Interconnection Agreement for the Wastewater Treatment Plant #1 and #2, as well as the Newport Water Treatment Plant and Lift Station . Veolia proposes to complete this task for a lump sum fee of **\$55,050.00**. This fee will be rolled into the Project or will become due upon termination of this agreement.

Districtwide Lighting Audit

Upon execution of the MOA, Veolia will work with the Customer to develop and submit the proper documentation to obtain 0% interest loan funding to upgrade all outdated lighting within the district to high efficiency LED lighting which will improve lighting levels for occupants of buildings and stakeholders in the community with external lighting while reducing energy and cost consumption significantly.

MONTHLY INVOICES

The development work costs will be incorporated into the Firm Fixed Price Proposal (FFPP) and included in the overall Project financial analysis. Veolia will prepare monthly invoices for the development work, which will be subject to 100% retention until such costs are rolled into the implementation contract or otherwise in the event of a termination of this Agreement by Customer, as set forth below.

SITE CONDITIONS

Customer shall provide a safe working environment for Veolia personnel working at the sites referenced in this Agreement, including providing reasonable notice of and training with respect to site-specific environmental, health and safety policies and procedures. Customer shall fully disclose to Veolia information pertaining to any existing conditions at such sites or that may affect Veolia 's ability to perform its work under this Agreement and shall be responsible for any additional costs attendant to such conditions.

TERMINATION

Either party may terminate this Agreement at any time upon written notice to the other party. If the Term expires without the parties entering into an implementation contract or if, prior to the end of the Term, Customer terminates this Agreement or if Veolia terminates this Agreement due to Customer's failure to fulfill the Responsibilities of Customer set forth above, then Customer will compensate Veolia on a time and material basis for the development work performed on the Project up to the date of such termination, at Veolia's established hourly rates, such amount **not to exceed \$55,050.00**. This amount shall be due and payable no later than thirty (30) business days following Customer's receipt of a final invoice from Veolia.



LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, VEOLIA'S CUMULATIVE LIABILITY FOR PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATION ARISING UNDER THIS AGREEMENT (WHETHER ARISING UNDER BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LAW OR EQUITY) SHALL NOT EXCEED THE FEES PAID TO VEOLIA PURSUANT TO THIS AGREEMENT, PROVIDED THAT THE FOREGOING LIMITATION WILL NOT APPLY TO ANY LOSSES RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF VEOLIA OR VEOLIA'S SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN BREACH OF VEOLIA'S OBLIGATIONS UNDER THIS AGREEMENT.

LIMITED WARRANTY AND DISCLAIMER

Notwithstanding any other provision of the Agreement, until the first anniversary of the delivery of an FFPP, Veolia warrants that its services under this Agreement shall have been performed in a professional manner consistent with the level of care and skill ordinarily exercised by other providers of such services performing under similar circumstances. Customer's sole remedy for any breach of such warranty shall be a refund of the portion of the fees paid to Veolia for the deficient services. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, VEOLIA HAS NOT AND SHALL NOT BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



UNFORESEEN CIRCUMSTANCES

Neither party shall be liable for its failure to perform its obligations under this Agreement if such failure is due to any Unforeseen Circumstances or force majeure, provided that this paragraph may not be used by either party to avoid, delay, or otherwise affect any payments due to the other party. If Unforeseen Circumstances or force majeure cause a material change to the scope of the work under this Agreement, the compensation payable and time for performing the work shall be subject to equitable adjustment. "Unforeseen Circumstances" shall mean any event or condition that has an effect on the rights or obligations of the parties under this Agreement, or upon the Project, that is beyond the reasonable control of the party relying thereon, including but not limited to (i) an act of God, epidemic (including COVID-19), landslide, lightning, earthquake, tornado, fire, explosion, flood, failure to possess sufficient property rights, acts of the public enemy, war, blockade, sabotage, insurrection, riot or civil disturbance, (ii) preliminary or final order of any administrative agency or governmental body of competent jurisdiction, (iii) any change in law, regulation, rule, requirement, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or changed by any administrative agency or governmental body, (iv) labor disputes, strikes, work slowdowns or work stoppages; and (v) loss of or inability to obtain service from a utility necessary to perform the work.

INDEPENDENT CONTRACTOR

Customer acknowledges that Veolia is acting solely as an independent contractor and shall not have any authority to bind Customer as agent or in any other capacity.

NOTICES

All notices and other communications given or made pursuant to the Agreement shall be deemed to have been duly given or made (a) upon delivery, if sent by hand, prepaid express courier service, or email, with a record of receipt, or (b) the second business day after the date of mailing, if delivered by registered or certified mail, postage prepaid, in each case to the parties at the respective addresses set forth for them under their respective signatures below. Either party may change the address to which notice to it shall be addressed by giving notice thereof to the other party in conformity with the foregoing.

AMENDMENT; ASSIGNMENT

This Agreement may be amended at any time by the written agreement of both parties, provided that both parties may update their key contacts and notice information without obtaining such consent. No party may assign this Agreement without the written consent of the other party.

APPLICABLE LAW

This Agreement shall be governed by, and any disputes shall be settled pursuant to, the laws of the State of California without regard to principles of conflict of laws. The parties agree that any state court or federal district court located in the County of Ventura, California shall have exclusive jurisdiction over any case or controversy arising from, under, or in connection with this Agreement and shall be the sole and exclusive forum in which to adjudicate any such dispute(s).

MISCELLANEOUS. If any provision of this Agreement should be held invalid or unenforceable, the remainder of the Agreement shall be enforced to the fullest extent permitted by law. The terms and conditions of this Agreement shall survive the termination of the Agreement in accordance with those terms. This Agreement represents the entire agreement between Veolia and Customer with respect to the subject matter hereof, and supersedes any and all prior negotiations, proposals, purchase



orders, representations or agreements between them, whether written or oral. Paragraph headings in this Agreement are for convenience of reference only and shall not be utilized in interpreting this Agreement. This Agreement may be executed by the parties hereto in counterparts (including by electronic or facsimile transmission, including .PDF), each of which shall be deemed an original but all of which together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective authorized representatives as of the Effective Date.

Veolia:

Enovity, Inc., a Veolia Company

By: _____

Name: Amin El Najjar

Title:

Address:

100 Montgomery Street, Suite 600

San Francisco, CA 94014

Email:

Date:

Customer:

Town of Discovery Bay Community Services District

By: _____

Name: Dina Breitstein

Title: General Manager

Address: 1800 Willow Lake Road, Discovery Bay, CA 94505

Email: dbreitstein@todb.ca.gov

Date:



Veolia North America

Sustainable Industries & Buildings (SIB)

Opportunities for the Town of Discovery Bay CSD

Energy, Water & Wastewater Solutions

Prepared by: John J. Burdette III, CEM, CDSM, LEED AP

10/04/2023



INTRODUCTIONS



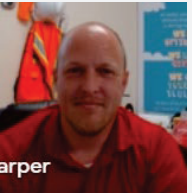
John J. Burdette III, CEM, CDSM, LEED AP
Senior Business Development Manager
Sustainable Industries & Buildings
Veolia North America

Mobile: +1-530-368-7886
Email: john.burdette@veolia.com



Steve Wait
Senior Business Development Manager
Municipal Water Division
Veolia North America

Mobile: +1-530-368-7886
Email: steve.wait@veolia.com



Anthony Harper
Plant Manager
Municipal Water Division
Veolia North America

Mobile: +1-812-217-8524
Email: anthony.harper@veolia.com



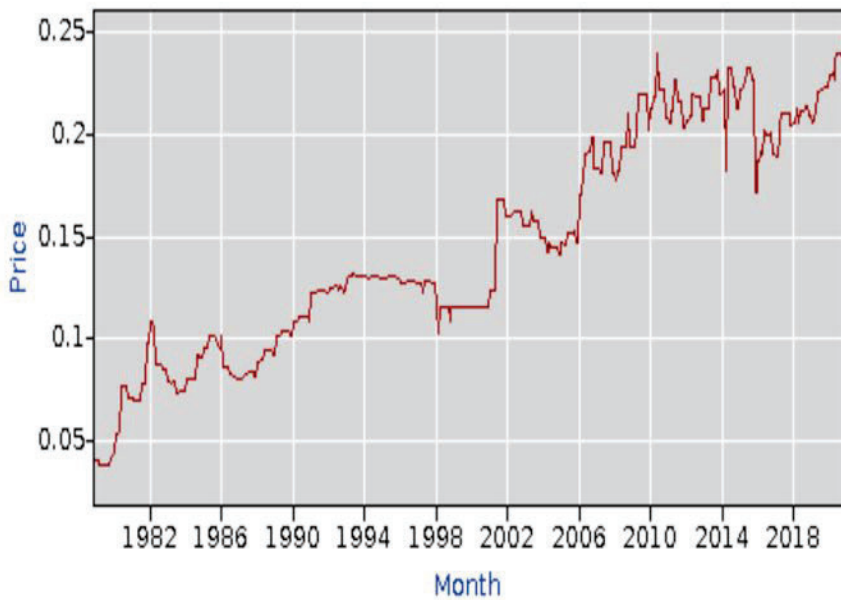
CHALLENGES – TOWN OF DISCOVERY BAY

Where do you go from here?

- Utility Grid Reliability – Dirty Power – Equipment Loss
- Resiliency – Power Outages - Public Safety Power Shutoffs
- High Energy Costs Escalation
- Stranded / Aging Assets and Infrastructure
- Climate Change – Drought, flooding, wildfires and severe weather events are more common now than ever before in our history.
- Limited Financial Resources
- Growing Pains – Future Planned Expansion
- Limited Internal Resources to Develop Programs



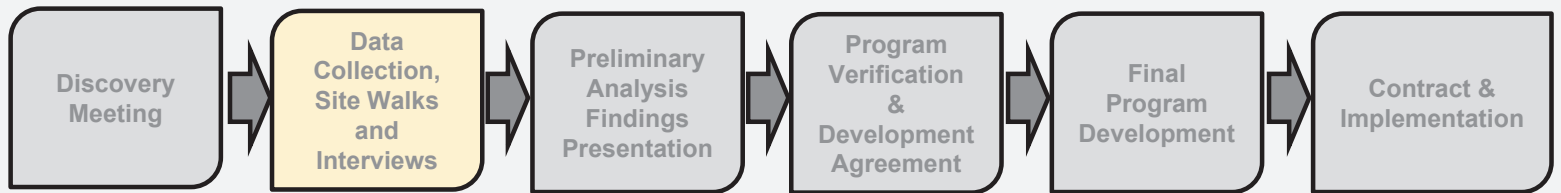
UTILITY COSTS ON THE RISE (PG&E TERRITORY)



476%	Total Price Increase over dataset
11.32%	Average Annual Increase

<https://data.bls.gov/pdq>

VEOLIA'S PROVEN (SIB) PROGRAM



- Introduce Veolia SIB Program
- Identify Challenges/ Trends
- Identify Goals & Objectives
- Action Plan

- Collect facility information and square footages of your facilities.
- Collect and analyze your utility cost and consumption data.
- Identify any existing technical issues or deferred maintenance scope items..

- Select Scope of Work Measures to include in the program development process
- Estimated Savings
- Estimated Implementation Costs
- Estimated Greenhouse Gas Emission Reductions

- Verify Detailed Scope of Work
- Funding Solution
- Identify and Apply for Rebates, Grants and Incentives
- Confirm Schedule
- Review Financial Performance
- Draft Program Contract Review

- Finalize Funding Solutions
- Post Two Week Notice for CA Government Code 4217 Compliance
- Public Hearing & Resolution During Regularly Scheduled Board Meeting
- Present Final Guaranteed Costs & Savings
- Board Resolution

- Execute Contract
- Implementation of Measures
- Measurement & Verification (M&V)
- Energy Management Services
- Performance Guarantee
- Hubgrade

COMMON ENERGY CONSERVATION MEASURES FOR LOCAL GOVERNMENT

Facility & Infrastructure Controls System (BAS)

- Energy Dashboards with Analytics
- New Building Controls Systems
- Integrating Existing Controls Systems
- Occupancy Control Systems
- Control System Maintenance
- Measurement & Verification Systems

Energy Education & Training

- Conservation Curriculum
- Dedicated On-Site Resources
- Energy Policy Development
- Climate Action Planning (CAP)
- Energy Kiosks
- Energy Management Services

Building Envelope

- Window Replacements / Upgrades
- Door Systems
- Cool Roof Systems
- Wall Insulations
- Weather Stripping

Renewable & Non-Renewable Energy Generation & Storage

- Landfill Gas Capture
- Solar Photovoltaic
- Solar Thermal
- Battery Storage
- EV Charging Stations
- Biogas Cogeneration
- Geothermal
- Wind Turbines
- Generation System Maintenance

Lighting Systems

- Daylight Harvesting
- Street Lighting
- Traffic Lighting
- Interior & Exterior Lighting Retrofits
- Occupancy Sensors
- Exit Sign LED Retrofits
- Dimming Systems
- Bi-Level Switching
- Lighting Maintenance Services

Water / Wastewater Management

- Pumping Optimization
- Irrigation Controls & Retrofit
- Weather Based Irrigation Systems
- AMR - Automated Meter Reading
- AMI - Advanced Meter Infrastructure
- Wastewater Treatment Upgrades
- Waste Water Treatment Maintenance

HVAC Systems

- Central Utility Plants
- Central Plant Optimization
- HVAC Equipment Replacements
- Variable Speed HVAC Controllers
- Demand Control Ventilation
- Piping System Retrofits
- Air Handling System Retrofits
- Waterside Economizers
- Water Treatment Systems
- HVAC System Maintenance

Other Systems & Services

- Smart City Technologies
- Fire Alarm Systems
- CCTV Security Systems
- Intrusion Security Systems
- Oil Recycling Programs
- Computer Power Management
- High Efficiency PC's
- Vending Machine Controls
- Power Factor Correction
- Program & Construction Management
- Master Planning

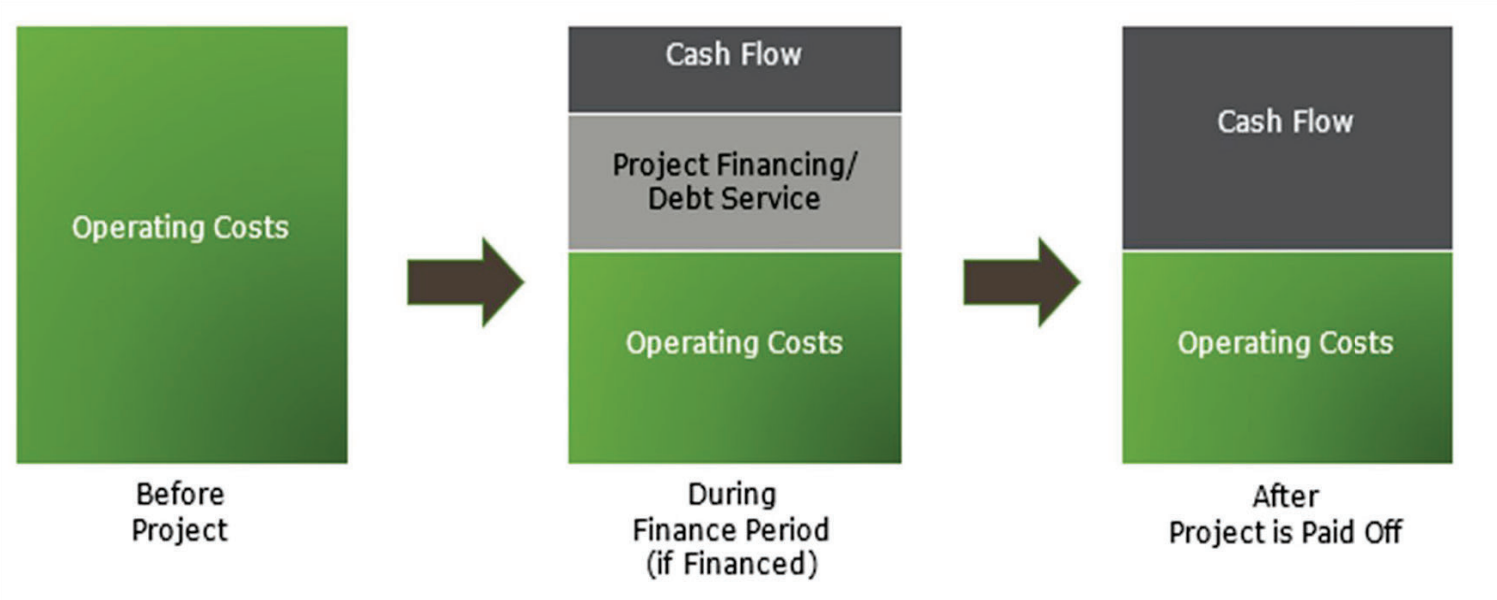
PROGRAM GOALS – TOWN OF DISCOVERY BAY

Where do you go from here?



1. **To increase resiliency for critical facilities for the Town of Discovery Bay**
2. To reduce long-term cost savings through reduced electricity, gas and water usage.
3. Upgrade antiquated and inefficient equipment
4. To reduce carbon footprint and greenhouse gas emissions
5. To secure grants, rebates and incentives that are available to Town of Discovery Bay
6. To utilize the Community Center as an Emergency Response Center in the event of a climate or other emergency.
7. Provide a comfortable and safe environment for all occupants of TODB CSD facilities
8. Minimize the financial and technical risk to the TODB CSD
9. Community Outreach
10. Provide comprehensive funding solution to the TODB CSD
11. EV Infrastructure Planning and Implementation
12. Water tower / storage, gravity flow through pipes
13. Design for future expansion of community

BUDGET NEUTRALITY



FUNDING SOLUTIONS

Leveraging Available Funding

California State Grants & Financing Programs

The State of California has issued many grants and subsidized financing programs for Energy Efficiency, Energy Storage, Renewable Energy Generation and Electric Vehicle (EV) Infrastructure.

Infrastructure Investment and Jobs Act

Provides funding for Western Water Infrastructure, Water Storage, Water Recycling and Reuse, Desalination, Critical Maintenance and Repair, Water Efficiency, Resiliency, ZEV and Energy Efficiency. Applications opening 4Q 2022! Now!

Public-Private Partnerships

Allows for access to private sector financing and the transfer of risk from the public entity to the private sector. P3's provide guaranteed performance and uptime and increased operational efficiency.



INFLATION REDUCTION ACT of 2022

Let's take a closer look!

- \$749 billion funding includes \$369 billion for climate-related emissions reduction activities!
- Creates new credits for anaerobic digestion plus other biofuels
- Expands and extends more tax credits
- Allows projects to monetize tax credits directly
- Authorizes investment tax credits (ITCs) up to 50% or more of qualified project costs rather than the historic 30%
- Establishes a stand-alone ITC for battery or certain thermal storage
- Creates a \$27 billion national Green Bank (called the Greenhouse Gas Reduction Fund) to leverage funding for early-stage or other hard-to-finance renewable energy projects
- Appropriates over \$100 billion to support (e.g.) federal, state, local and tribal project permitting, carbon capture and clean hydrogen development, clean transportation, GHG reduction planning, and Energy Department loan guarantees

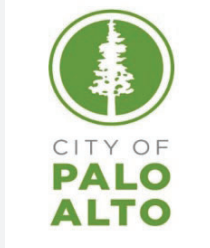
Hubgrade


Advanced Intelligence coupled with Human Experience

Hubgrade Energy and Climate Action Planning Solutions

- Energy Benchmarking
- Historical Usage Patterns
- General Load Analysis
- Routine Site Visits
- Project Feasibility Assessments
- HVAC Scheduling & Optimization
- Utility Rate Analysis and Optimization
- Measurement & Verification
- Commissioning, Retro-Commissioning & Continuous Commissioning
- Custom Energy, Water, Waste, and GHG Reduction Dashboards
- EnergyStar Certification
- LEED Certification
- Staff Training
- Community Awareness and Education Programs
- Utility rates, incentives and rebate updates





 Environmental solutions for business, industry and communities

RECENT CALIFORNIA LOCAL GOVERNMENT ENERGY AND WATER PROGRAM CLIENTS

- County of San Luis Obispo
- County of San Mateo
- County of Santa Clara
- Solano County
- City of Oakland
- City of Burbank
- City of Rialto
- City of Arvin
- City of Rio Vista
- City of Palm Springs
- West Basin Municipal Water District

Town of Discover Bay Sustainability Journey

- Introduction to Veolia’s Facility & Building Services (FBS) Program 08/21/2023
- Presentation to Water & Wastewater Committee 10/04/2023
- Utility and Site Data Collection TBD
- Preliminary Site Walks TBD
- Preliminary Utility Data Analysis TBD
- Presentation of the Preliminary Analysis and ECM Selection TBD
- Program Development Agreement TBD
- Finalize Funding Solutions TBD
- Board of Supervisors Approval TBD



Willow Water Treatment Facility

- Energy Efficiency
- LED Lighting Upgrades
- Operational Efficiency
- Solar Renewable Energy Generation
- Battery Energy Storage Systems
- Microgrid Controls for Resiliency
- High Efficiency Motors
- Variable Frequency Drives on Pumps
- Water storage tower and pumped hydro renewable energy generation



Newport Water Treatment Facility

- Energy Efficiency
- LED Lighting Upgrades
- Operational Efficiency
- Solar Renewable Energy Generation
- Battery Energy Storage Systems
- Microgrid Controls for Resiliency
- High Efficiency Motors
- Variable Frequency Drives on Pumps




Wastewater Treatment Plant

- Energy Efficiency
- LED Lighting Upgrades
- Operational Efficiency
- Solar Renewable Energy Generation
- Battery Energy Storage Systems
- Microgrid Controls for Resiliency
- High Efficiency Motors
- Variable Frequency Drives on Pumps & Blowers



Discovery Bay Community Expansion

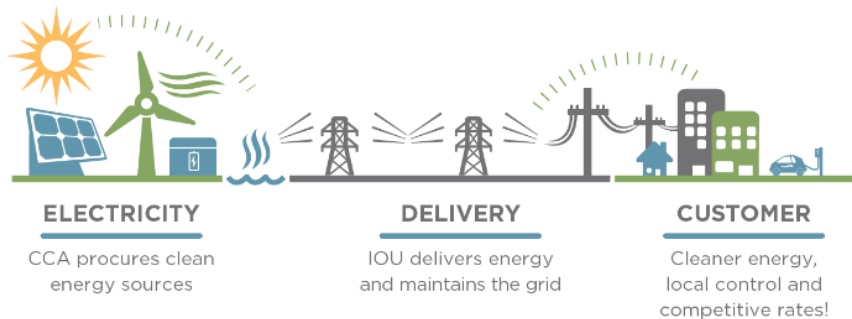


 Environmental solutions for business, industry and communities

Community Choice Aggregation

How Community Choice Works

Through Community Choice Aggregation (CCA), communities can join together to pool (or aggregate) their electricity load in order to purchase clean energy and develop local projects and programs on behalf of their residents and businesses. Aggregators work in partnership with the region's existing Investor-Owned Utility (IOU), which continues to deliver power and maintain the grid.



Community Choice Aggregation

- ✓ Consumer choice, local control, and accountability
- ✓ Policy tool to help communities reach their climate and economic goals
- ✓ Transition to a cleaner, more efficient energy supply
- ✓ Revenues reinvested in the community, not distributed to shareholders
- ✓ Development of new renewable energy projects
- ✓ Tool for communities to establish local energy resources and programs such as solar+storage for resilience, low-income solar, EV vehicle and infrastructure incentives, feed-in-tariff, net energy metering (NEM), energy efficiency, demand response, and more





| *Questions?*



PROPOSED PROJECT SCHEDULE - TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT				
#	Task / Milestone	Start	End	Notes, Clarifications & Deliverables
1.00	Board Approval to Sign MOA for IGA	1/17/2024	1/18/2024	Board of Directors Approves SMOA to finalize the IGA
2.00	Kick Off Meeting with TODB CSD	1/18/2024	1/19/2024	Collaboration to Finalize Goals & Priorities
3.00	Investment Grade Audit (IGA) Start	1/22/2024	3/15/2024	Solar and BESS Interconnection Applications Due 2/13/2024 - Other ECM's after this.
3.01	Collect additional utility bills - Cost & Consumption Data	1/22/2024	1/26/2024	Refresh Utility Bill Consumption and Cost Data so we have the most recent data
3.02	Secure plans, specifications & drawings for targeted facilities	1/22/2024	1/26/2024	Gather single line site drawings where possible
3.03	PG&E Solar Design and Interconnection Applications	1/16/2024	2/9/2024	Veolia to design solar single line drawings illustrating interconnection to utility grid and prepare application for TODB CSD
3.04	Develop preliminary funding approach (OBF 0% Int. Loan, CEC ECAA 1% Int. Loan)	1/29/2024	2/9/2024	Presentation to Board of Directors for Available Funding Options
3.05	Identify and apply for rebates, grants and incentives available (CART, SGIP, Federal ITC, EECBG)	1/29/2024	2/9/2024	Presentation to Board of Directors for Available Rebates, Incentives and Grants
3.06	Lighting Audit throughout targeted city facilities	1/29/2024	2/9/2024	Obtain Required Information for PG&E 0% Interest Loan Application to Fund Lighting Projects
3.07	Board of Directors to Pass Resolution to Submit Application for the CEC ECAA 1% Loan Program	2/21/2024	2/22/2024	Resolution required as part of application process. Does not commit the TODB CSD to the project
3.08	HVAC Audit throughout targeted city facilities	2/5/2024	2/9/2024	Confirm with TODB CSD staff which HVAC units are targeted for replacement
3.09	Revise and finalize energy calculations	2/12/2024	2/23/2024	Revised Energy Savings if modifications to scope of work if required
3.10	Finalize IGA Presentation & Recommendations	3/11/2024	3/15/2024	Draft IGA Presentation and Recommendations
3.11	Make adjustments if required, prepare written scope of work and contract	3/18/2024	3/22/2024	Make final adjustments per City Staff's and Stakeholder Recommendations
3.12	Publish required two week public notice before regular schedule Board of Directors meeting	3/25/2024	4/10/2024	Public notice to be posted in three places such as Board of Directors Chambers, Community Center, and on Website
3.13	Public hearing must be open and closed before passing resolution to approve project & financing	4/10/2024	4/24/2024	Board of Directors to Pass Resolution to Implement Energy Savings Performance Contract (ESPC)
4.00	Implementation & Construction of Energy Savings Performance Contract (ESPC)	TBD	TBD	Construction time will vary depending on Energy Conservation Measures Selected by City Represents worst case with required solar completion date as required by PG&E
5.00	Project commissioning and closeout	TBD	TBD	Solar projects must be completed no later than 36 months from time of Interconnection Application Filing. Some electrical equipment currently has over 52 week manufacturing lead time as we are experiencing with other clients.
5.01	Operations & Maintenance Training	TBD	TBD	Training materials and class sessions where required for City Staff
6.00	Measurement & Verification	TBD	TBD	Online - Realtime Measurement & Verification Monitoring of Each Facility with Carbon Footprint Metrics Included
6.01	Reporting as required by California Energy Commission and PG&E	TBD	TBD	Ongoing reporting for the CEC ECAA 1% Loan Program
7.00	Ongoing Operations & Maintenance by Veolia on selected measures	TBD	TBD	Ongoing O&M by Veolia for Solar and other Guaranteed Performance Measures



District of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

January 17, 2023

Prepared By: Gregory Harris, District Wastewater Engineer
Submitted By: Dina Breitstein, General Manager

Agenda Title

Discussion and Possible Action to Authorize General Manager to execute Contract with BSK Contract for Geotechnical Preparation Services for the Community Center Retaining Wall in the Amount of \$19,700.

Recommended Action

Approve the BSK contract for geotechnical preparation services for repair of Community Center retaining wall.

Executive Summary

The Town of Discovery Bay Community Center has a failing retaining wall at the North portion of our property. Soon the failure will be catastrophic, potentially impacting the use of our tennis courts / pickleball courts. In addition, if the wall completely fails, the soil could be displaced to the point where it impacts the integrity of the rear yards of the residents who have property adjacent to ours.

The report in question must be prepared to provide necessary geotechnical information before a repair can be made. BSK has extensive experience in Discovery Bay and is the Geotechnical Engineer of Record for the current Denitrification Project at WW Plant No. 2.

BSK has investigated the retaining wall and prepared the attached scope of services to complete the necessary geotechnical investigation. BSK has also provided contact information for Engineers that specialize in retaining walls that the Town can use to design the repairs.

Previous Relevant Board Actions for This Item

None.

Fiscal Impact: None.
Amount Requested: \$19,700
Sufficient Budgeted Funds Available?: Yes
Prog/Fund # Category: TBD

Attachments

1. Scope of Work from BSK Dated October 31, 2023

AGENDA ITEM: E2



399 Lindbergh Avenue
Livermore, CA 94551
P 925.315.3151
www.bskassociates.com

Sent via email: gharris@herwit.com

October 31, 2023

BSK Proposal G00001871

Mr. Gregory Harris, PE – HERWIT Engineering
c/o Town of Discovery Bay CSD
1800 Willow Lake Road
Discovery Bay, California 94505

**SUBJECT: Proposal for Geotechnical Engineering Services
Retaining Wall Replacement
Discovery Bay, California**

Dear Mr. Harris:

As requested, BSK Associates (BSK) is pleased to present this proposal to perform a limited geotechnical investigation for the planned retaining wall replacement project at the Community Center at the Town of Discovery Bay (Town). The purpose of our limited investigation will be to provide geotechnical recommendations for the design of the new retaining wall.

This proposal is based on our communications with HERWIT Engineering, a brief site visit by BSK conducted on October 11, 2023, and our experience within the project area and with similar projects. Included in this proposal is a summary of our understanding of the project, scope of services, schedule, and fee quotation.

PROJECT UNDERSTANDING

The existing retaining wall to be replaced is situated within the Community Center located at 1601 Discovery Bay Boulevard in Discovery Bay, California. The wall is located immediately north of the tennis courts and proximate to the chain link fence demarcating the property line that separates the Community Center from several single-family homes to the north as shown on Exhibit 1 below. The non-continuous wall extends over an area approximately 200 feet long and ranges from about 2 to 4 feet in height. The structure of the existing retaining wall consists of wood posts and wood lagging; the posts are approximately 6 inches in diameter and the lagging is approximately 12 inches wide and 1¾-inches thick.

Based on our review of historical aerials of the project site (Site) and our discussions with HERWIT Engineering, the existing retaining wall is 45+ years old. As shown on the photos below (see Exhibits 2 and 3), the wall posts and lagging are leaning severely and some of the posts have sheared off completely as a result of rot. In our opinion, the wall needs to be replaced or it will continue to deteriorate to the point that it could adversely impact the adjacent residential properties to the north and access along the north side of the tennis courts.

The replacement wall could consist of a conventional cantilevered concrete wall, a keystone-type wall, or a soldier pile and lagging wall. The type of wall selected will likely depend on the constructability constraints due to the Site's proximity to residential properties. For instance, if a conventional cantilevered wall is constructed, the temporary excavation needed behind the new wall will most likely need to extend into the adjacent residential

properties depending on the height of the wall and its proximity to the property line. On the other hand, if a soldier pile and lagging wall is selected, its construction may not encroach into the adjacent residential property due to its top-down construction.



Exhibit 1- Site Sketch



Exhibit 2 – Existing Wall



Exhibit 3 – Sheared-Off Wall Post. Rot visible.

If the project understanding described above is incorrect, please notify us immediately so that we may review and possibly revise our proposed scope of services presented herein.

ANTICIPATED SUBSURFACE CONDITIONS

Based on our experience in the area and geologic mapping of the area by the U.S. Geological Survey, we expect the Site to be underlain by Holocene alluvial fan deposits that contain layers of peat. However, previous grading during development of the Town likely resulted in the placement of several feet of fill throughout the Site. We expect the depth to groundwater in the area to be shallower than 10 feet below the ground surface (BGS).

According to the California Geological Survey, the Site is not located within an Alquist-Priolo (AP) Earthquake Fault Zone. Due to the nature of the project, **our proposed scope excludes evaluation of the liquefaction potential for the planned improvements.**

SCOPE OF SERVICES

Task 1 – Project Setup and Limited Subsurface Investigation

This task will cover project setup and field preparation as well as performing limited subsurface investigation for the project. We plan to advance up to three (3) hand auger borings to depths of about 3 to 5 feet below the existing ground surface (BGS) each or to practical refusal, whichever is shallower, within the Site. A field representative from BSK will maintain a log of the soils encountered and obtain bulk samples and relatively undisturbed samples for classification and laboratory testing. A hand-sampler equipped with 2-inch stainless steel liners will be used to obtain relatively undisturbed samples. We anticipate that the field exploration will be completed in 1 day. Upon completion, the borings will be backfilled with excess soil cuttings. We assume our

investigation can be conducted during regular business hours (8:00 am to 5:00 pm) on a weekday without any time restrictions.

Task 2 – Laboratory Testing

Laboratory tests will be performed on selected soil samples obtained from our hand auger borings to evaluate pertinent engineering properties for design. Laboratory tests that we anticipate performing include measurement of moisture content/dry density, Atterberg limits, sieve analysis, organic content, shear strength, and corrosivity testing. After the field investigation is completed, we will contact you for your prior approval if we find it necessary to perform additional tests.

Task 3 – Engineering Analysis and Draft Report Preparation

The results of our limited investigation, along with conclusions and recommendations will be presented in a geotechnical investigation letter report. The report will be prepared under the supervision of a California registered Geotechnical Engineer. We anticipate the report will include the following:

- Vicinity map and site plan showing the approximate hand auger locations;
- Tabulated boring logs;
- Results of laboratory tests;
- Discussion of geologic setting and seismicity;
- Discussion of general site surface and subsurface conditions observed/encountered in our field exploration, including depth to free groundwater if observed in our borings;
- Estimated settlements;
- Recommendations for design of shallow wall footings, including allowable soil bearing pressures, embedment depths, resistance to lateral loads (i.e., passive pressure and coefficient of friction), and modulus of subgrade reaction;
- Recommendations for soldier piles, including minimum diameter and embedment depth, allowable axial capacity, minimum embedment depth, and lateral resistance;
- Retaining wall recommendations, including lateral earth pressures, wall drainage, soil properties for the backfill material (such as unit weight and shear strength parameters), and backfill compaction criteria;
- Provision of mapped 2022 CBC seismic design parameters;
- Site drainage recommendations, and
- Presentation of corrosivity test results.

We will provide an electronic copy of our draft report in PDF format to HERWIT Engineering and the Town.

Task 4 – Final Report

Upon receipt of review comments and feedback from HERWIT Engineering and the Town, BSK will revise and finalize our draft report. We will provide our final report in PDF format via email. The fee for this task assumes that the revisions to the draft report will be relatively minor. If significant revision to the draft report is needed, optional Task 5 below could be used to augment the budget for this task.



Task 5 – Post-Report Consultation (OPTIONAL)

If necessary, after issuance of our geotechnical investigation report, we could provide consultation regarding the new retaining wall design and other aspects of the project on an as-needed basis, such as attendance of conference calls and meetings and bid support. We suggest an initial budget for this task in our fee breakdown below. However, depending on the level of effort needed, our fee for this task may need to be adjusted accordingly. For this reason, this task will be charge on a time and materials basis not to be exceeded without prior authorization.

Task 6 – Geotechnical Review of Plans and Specifications (OPTIONAL/RECOMMENDED)

This optional task covers review of the geotechnical aspects of the 90% or 95% complete project plans and specifications to be prepared by others prior to issuance of these documents for construction bidding purposes. Our fee for this task assumes a single review iteration of the 90% or 95% complete plans and specifications and preparation of a letter presenting our review comments. A final review letter will be issued once our review comments are incorporated into the 100% complete documents. If additional review iterations and letters are required, we may need to request that the budget for this task be revised accordingly.

SCHEDULE

The table below summarizes our anticipated schedule to complete the services described above.

Task	Description	Anticipated Number of Weeks to Complete
1	Project Setup and Limited Subsurface Investigation	We will mobilize within 4 to 5 weeks*
2	Laboratory Testing	Within 2 to 3 weeks after Task 1 is completed
3	Engineering Analysis and Draft Report Preparation	Within 2 to 3 weeks after Task 2 is completed
4	Final Report	Within 1 week of reception of review comments from HERWIT Engineering and the Town
5	Post-Report Consultation (OPTIONAL)	TBD
6	Geotechnical Review of Plans and Specifications (OPTONALL/RECOMMENDED)	Within 2 weeks of receipt of plans and specifications (initial review and letter) Within 1 weeks of receipt of revised documents (final letter)
Notes: *From receipt of formal notice to proceed.		

FEE ARRANGEMENTS

Fees for our services will be charged on a **lump sum basis**, except for Task 5, which would be charged on a time and materials basis not to be exceeded without prior authorization in accordance with our current Schedule of Fees. Our charges will be invoiced monthly. For the scope of services discussed herein, our fee quotation, approximately broken down by task, will be as listed in the table below.



Task	Description	Fee Estimate
1	Project Setup and Limited Subsurface Investigation	\$ 4,300
2	Laboratory Testing (includes labor time to review samples and select samples for testing)	\$ 3,300
3	Engineering Analysis and Draft Report Preparation	\$ 4,800
4	Final Report	\$ 1,300
	Total	\$13,700
OPTIONAL TASK		
5	Post-Report Consultation (OPTIONAL)	\$ 2,500
6	Geotechnical Review of Plans and Specifications (OPTIONAL/RECOMMENDED)	\$ 3,500

Our fee estimate applies to services commenced within 90 days of this proposal. After that time, we should review our proposal for applicability.

ASSUMPTIONS

Below is a list of the main assumptions we made for our proposed scope of services and fee quotation:

- This proposed investigation scope specifically excludes the assessment of environmental characteristics particularly those involving hazardous substances. If needed, BSK can outline a separate scope of services for an environmental assessment.
- **Due to the nature of this project, we will not be evaluating Site’s liquefaction potential.**
- BSK will not be responsible for the design of the replacement retaining wall. We assume the Town will retain the services of a qualified structural engineer to design the wall and prepare construction plans and specifications for the new wall.
- An encroachment permit will not be required.
- The Town will provide permission for BSK to access the Site at no cost to or effort by us.
- We assume this is considered a Prevailing Wage project and the Town will generate a DIR number for our services, so that we may submit certified payroll to the Department of Industrial Relations.
- We assume there is no Project Labor Agreement in place for this project.
- Our scope of services does not include construction observation and testing services. These services can be provided on a time and materials basis in accordance with our current Schedule of Fees as additions to the scope presented herein or we can submit amendment requests if/when these services are desired by the Client.
- We will be allowed to perform our field investigation between the hours of 8:00 am and 5:00 pm on a weekday.



AUTHORIZATION

If you are in agreement with the proposed services presented herein, please send us an agreement for our review and signature. In the agreement, please indicate which optional tasks (if any) are included in our approved scope of services.

BSK will perform its services consistent with that level of care and skill ordinarily exercised by other consultants practicing in the same discipline and locale at the time the services are performed. No other warranties, either express or implied are provided.

This proposal is a preliminary understanding of your desires. If a portion of this proposal does not meet your needs, or if those needs have changed, BSK is prepared to consider appropriate modifications, subject to the standards of care to which we adhere as professionals. Modifications such as changes in scope, methodology, scheduling, and contract terms and conditions may result in changes to the risks assumed by the Client as well as adjustments to our fees.

CLOSURE

BSK appreciates the opportunity to submit this proposal for your consideration and we look forward to working with you on this project. If you have questions concerning this proposal or require additional information or services, please contact the undersigned at (925) 315-3151.

Respectfully submitted,
BSK Associates



Cristiano Melo, PE, GE
Livermore Branch Manager



Carrie L. Foul, PE, GE
Geotechnical Group Manager

CC: Kurt Gardner, HERWIT Engineering (kgardner@herwit.com)





Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

January 17, 2024

Prepared By: Mike Yeraka, Projects Manager
Submitted By: Dina Breitstein, General Manager

Agenda Title

Discussion and Possible Action to Authorize General Manager to execute Contract and Temporary Entry Permit for the Installation of a Monitoring Well at the Cecchini Ranch Project.

Recommended Action

- a. Authorize the General Manager to execute a Professional Services Agreement with LSCE to perform the work outlined in their proposal dated May 31, 2023.
- b. Authorize the General Manager to execute the attached Temporary Entry Permit with Hengli 10 LLC.

Executive Summary

Attached is a conceptual site plan for the proposed Cecchini Ranch Project located East of Discovery Bay and North of Plant 2. The Town will need to install a monitoring well on the project site to determine if the quantity and quality of the groundwater is adequate to serve the proposed 2,200 housing units and other land uses. Attached is a Scope and Budget from Luhdorff and Scalmanini (LSCE) in the amount of \$180,257 to install the monitoring well and perform water quality analysis and groundwater yield estimate. The project budget includes 10% for contingencies.

The cost of installing the monitoring well and performing the analysis will be borne by the developer, Hengli 10 LLC, as noted in the attached Temporary Entry Permit. The developer will be paying the Town \$190,257 in advance prior to work starting on the project to cover the cost of LSCE's work and staff time. The agreement provides the Town with authorization to enter the developer's property to install the monitoring well.

Specific Board Action:

- a. Authorize the General Manager to execute a Professional Services Agreement with LSCE to perform the work outlined in their proposal dated May 31, 2023.
- b. Authorize the General Manager to execute the attached Temporary Entry Permit with Hengli 10 LLC.

Previous Relevant Board Actions for This Item

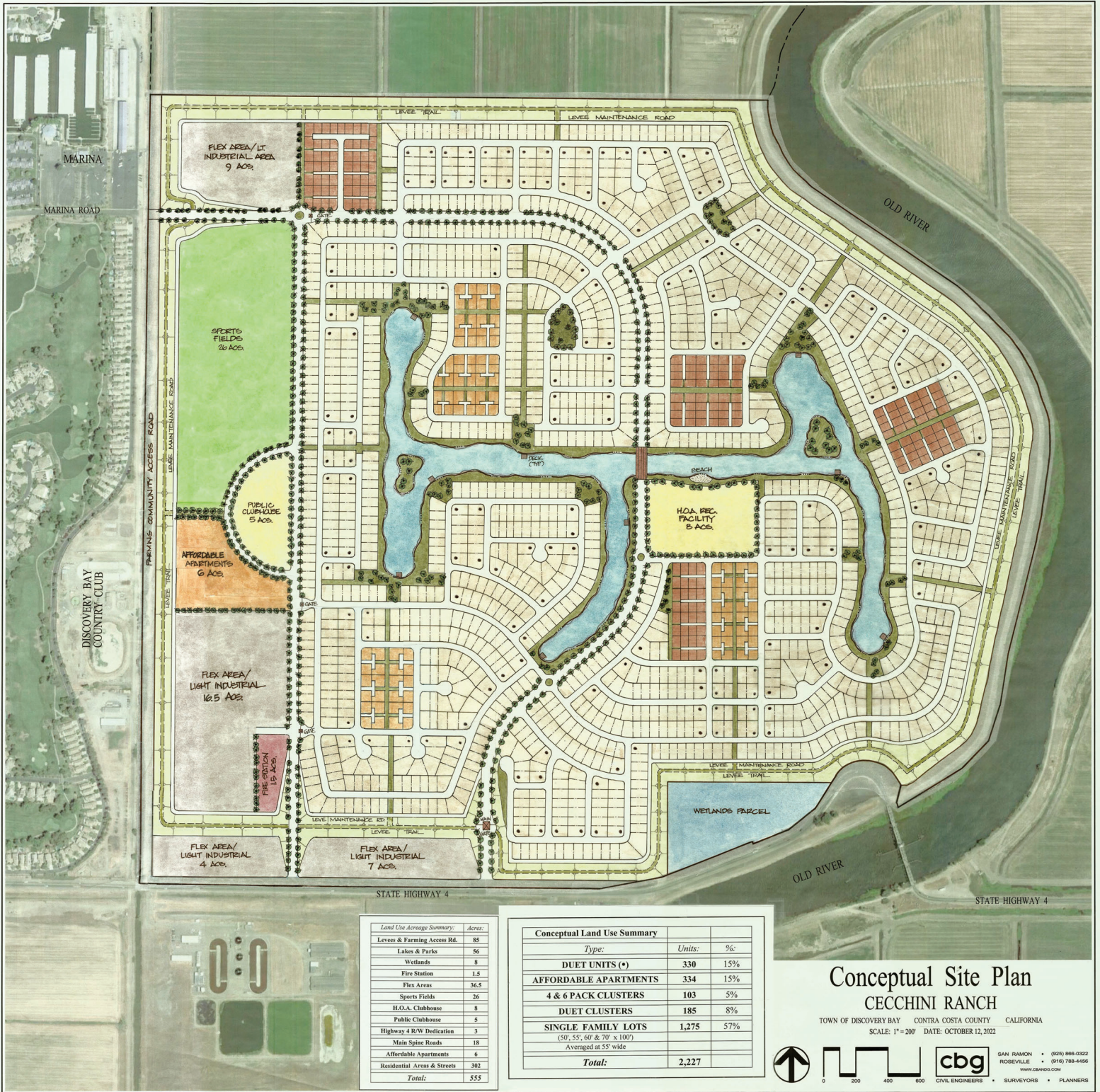
The Board has previously approved water and wastewater studies for the project.

Fiscal Impact: Funds are being provided by the developer
Amount Requested: \$0
Sufficient Budgeted Funds Available?: N/A
Prog/Fund # Category: N/A

Attachments

1. Conceptual Site Plan, Cecchini Ranch
2. LSCE Scope and Budget for Hydrogeologic Investigation dated May 31, 2023
3. Temporary Entry Permit with Hengli 10 LLC

AGENDA ITEM: E3



Land Use Average Summary:

Category	Acres
Leaves & Farming Access Rd.	85
Lakes & Parks	56
Wetlands	8
Fire Station	1.5
Flex Areas	36.5
Sports Fields	26
H.O.A. Clubhouse	8
Public Clubhouse	5
Highway 4 R/W Dedication	3
Main Spine Roads	18
Affordable Apartments	6
Residential Areas & Streets	302
Total:	555

Conceptual Land Use Summary

Type:	Units:	%:
DUET UNITS (•)	330	15%
AFFORDABLE APARTMENTS	334	15%
4 & 6 PACK CLUSTERS	103	5%
DUET CLUSTERS	185	8%
SINGLE FAMILY LOTS	1,275	57%
<i>(50', 55', 60' & 70' x 100') Averaged at 55' wide</i>		
Total:	2,227	

Conceptual Site Plan CECCHINI RANCH

TOWN OF DISCOVERY BAY CONTRA COSTA COUNTY CALIFORNIA
SCALE: 1" = 200' DATE: OCTOBER 12, 2022

cbg
SAN RAMON • (925) 866-0322
ROSEVILLE • (916) 788-4466
WWW.CBGC.COM
CIVIL ENGINEERS • SURVEYORS • PLANNERS



May 31, 2023
File No. 23-2-025

Mr. Mike Yeraka
Town of Discovery Bay CSD
1800 Willow Lake Road
Discovery Bay, CA 94514

Subject: Scope and Budget for Hydrogeologic Investigation of the Cecchini Ranch - Town of Discovery Bay Community Services District

Dear Mr. Yeraka,

Luhdorff and Scalmanini, Consulting Engineers (LSCE) has prepared this detailed work plan and budget to provide the Town of Discovery Bay Community Services District (District) with site-specific hydrogeologic investigation and well design services for a new municipal well to be constructed in the planned Cecchini Ranch development.

Our workplan to investigate the potential well site includes a hydrogeologic investigation, test hole drilling, monitoring well construction, water quality sampling, and development of a new well design. Our workplan and budget are based on our current understanding of the Districts project goals and objectives and our experience working on similar projects for the District and other clients throughout California.

The Scope of Work outlined below includes the tasks required to investigate a well site in the Cecchini Ranch development area and prepare a design for a new municipal water supply well.

SCOPE OF WORK

The Scope of Work is outlined in the following tasks:

- Task 1 – Project Coordination, Meetings, and Administration
- Task 2 – Hydrogeologic Investigation and Well Site Evaluation
- Task 3 – Comprehensive Site Investigation

Task 1 – Project Coordination, Meetings, and Administration

LSCE's work on the project will begin with a kickoff meeting with the District and key LSCE team members to discuss the various aspects of the project. Items such as contact information, chain of command, the Districts' project expectations, respective roles and responsibilities, schedule, and site constraints shall be discussed at the kick-off meeting.

Key LSCE team members will attend regular design meetings with the District to discuss various aspects of the project. For each meeting, LSCE will prepare and distribute meeting agendas, minutes, and action item summaries. LSCE will also provide frequent updates via email or telephone throughout the project

as needed. This task also provides for project management and administrative activities such as: (a) Contractual Arrangements, (b) Ongoing Examination Regarding Adherence to the Scope, Budget, and Schedule, (c) Coordination of Staff Resources (d) Internal Review of Work Products, (e) Management of Subcontractors, (f) Billing Review, and (g) Scoping and Budgeting.

Task 2 - Hydrogeologic Investigation and Well Siting Evaluation

The goals of Task 2 are:

- Project the current conceptual hydrogeologic model of the Discovery Bay area through the Cecchini Ranch development area
- Conduct an environmental review to identify any real or potential sources of contamination that may impact siting of a future water supply well

Task 2.1 Hydrogeologic Investigation

LSCE will collect, review, and utilize available data and information to refine our conceptual hydrogeologic model of the Project area and to preliminarily characterize site specific conditions (well depth, water quality, yield) at the proposed well site. LSCE will utilize the following sources of data and information to refine our understanding of the project area:

- Well construction details, water quality, water levels, and well performance of the Districts wells and other wells in the vicinity of the project area
- State of California Water Well Drillers Completion Reports
- Hydrogeologic reports prepared by California Department of Water Resources (DWR), United States Geological Survey (USGS), California Department of Oil and Gas, and Others
- California State Water Resources Control Board, Division of Drinking Water (DDW)
- Previous work completed by LSCE

LSCE will investigate potential sources of groundwater contamination at and in the vicinity of the well site. LSCE will evaluate available information on possible sources of contamination and use this information and other references to address source water protection as required by the DWSAP program.

Information on contaminate sources (real or potential), if identified, will be used to exclude the site from consideration for a new well, to design a well with features to mitigate the potential for contamination, or recommend treatment options. In addition to the information sources listed under Task 2.1, LSCE will review information from the following sources:

- Geo Tracker
- California Department of Toxic Substance Control (DTSC)
- Environmental Data Resources, Inc. (EDR)

Task 3 – Comprehensive Site Investigation

Task 3 includes a comprehensive field investigation that will include exploratory drilling to characterize subsurface materials, identification of potential aquifer units, collection of lithologic and geophysical data, and collection of water samples for analysis of Title 22 drinking water constituents.

Task 3.1 Test Hole and Monitoring Well Evaluation

Task 3.1 will include test hole drilling and monitoring well installation at the project site. A test hole will be drilled to collect lithologic samples for analysis and to conduct a down hole geophysical survey that will be used to design the new production well. Based on favorable results from test hole drilling, LSCE will recommend converting the test hole to a multiple completion monitoring well that will allow for the collection of zone-specific water levels and water quality samples. The preliminary test hole depth will be based on the information developed as part of Task 2.

LSCE will provide subcontracted test hole drilling services from a licensed drilling contractor and will oversee the work to ensure that it is performed in accordance with our stringent specifications and high expectations.

LSCE will provide documentation and sampling services during the drilling process including a drilling log, geological samples at a minimum of 10-foot intervals, geophysical (electric) logs, and sieve (grain size) analysis. If the nature, depth, and thickness of aquifer materials from the test hole are favorable, LSCE will recommend converting the test hole to a multiple completion monitoring well. A typical monitoring well may include up to three, 2-inch diameter polyvinyl chloride (PVC) piezometers, completed in different zones. The screen section(s) of each piezometer will be isolated from one another using intermediate bentonite seals allowing for discrete water level measurements and water quality sampling. LSCE will oversee the construction and development of the monitoring well. After development of the monitoring well, LSCE will collect water samples from each piezometer and submit to a state certified laboratory for Title 22 Drinking Water analysis and other constituents of concern in the area.

If the results of the test hole investigation are not favorable for the construction of a municipal supply well, and after discussions with the District, the test hole will be abandoned in compliance with all State and local standards.

LSCE will compare the lithology encountered during drilling, geophysical logs, and zonal water quality to that of existing District wells. The performance of existing District wells will be used to estimate the yield of a water supply well constructed at the Cecchini Ranch site. Based on favorable results from the test hole and monitoring well phases, a preliminary production well design will be prepared and submitted to the District.

Task 3.2 Investigation Summary and Preliminary Well Design

LSCE will prepare and deliver to the District an Investigation Summary and Preliminary Well Design Report that will summarize the findings of site assessment and site characterization work performed as part of Tasks 3.1. The report will include:

- A summary of all field activities associated with test hole drilling, monitoring well construction and development, and water quality testing
- A lithologic log based upon interpretation of collected lithologic samples and geophysical logs
- Geophysical logs
- Grain size distribution charts of selected formation samples
- Monitoring well as-built diagram
- Daily inspection sheets
- A summary of water quality results and analytical reports
- Copies of all project permits

- Copy of Well Completion Report

LSCE will prepare a preliminary production well design based on data gathered during test hole and monitoring well evaluation and our experience in the area. The principal design elements to achieve a hydraulically efficient and sand-free wells include:

- Borehole and casing depths and diameters
- Casing material type(s)
- Screen placements
- Screen type and material
- Casing and screen wall thickness
- Gravel pack gradation
- Screen slot size
- Seal depths
- Accessory pipe depth, material, and diameter

The report will include a preliminary well design profile. The elements of the well design and yield estimation will be discussed in the report. An engineer’s estimate for the construction and testing of the well will be included in the report. LSCE will meet with the District to discuss the results and findings of the test hole/monitoring well investigation and new well design recommendations. LSCE will incorporate the District’s design comments into the final well design.

COST ESTIMATE

The estimated budget to complete the Scope of Work described above is based on our current understanding of the project and the effort that would be reasonably expected for a project of this size and scope. The table below summarizes the estimated costs per Task.

Task	Description	Engineering Services	Outside Services
1	Project Coordination, Meetings, and Administration	\$2,680	
2.1	Hydrogeologic Investigation	\$4,150	
3.1	Test Hole and Monitoring Well Evaluation	\$24,420	\$127,250
3.2	Investigation Summary and Preliminary Well Design	\$5,370	
Subtotals		\$36,620	\$127,250
Total Estimated Cost			\$163,870
Estimated Cost with 10% Contingency			\$180,257

LSCE proposes to perform the work described in this proposal for a sum of \$180,257. The proposed project budget includes LSCE’s labor under each task as delineated in this proposal and subcontractor and service providers costs. LSCE will bill monthly for labor and materials, only as incurred, in accordance with LSCE’s 2023 Schedule of Fees (attached).

Mr. Mike Yeraka
May 31, 2023
Page 5

In preparing the cost estimate, LSCE assumed that drill cuttings can be contained onsite for disposal by others and that drilling fluids can be disposed of in the vicinity of the test hole/monitoring well location.

In the event that the District directs LSCE to deviate from the proposed scope of work, or as dictated by unforeseen conditions, LSCE will provide notification of any potential changes in the estimated cost to complete the work. LSCE will not proceed with any work that deviates from the approved scope and budget until approval to proceed is granted by the District.

We appreciate the opportunity to provide you with this scope and budget. We would be pleased to respond if you have any questions regarding our work plan or budget.

Sincerely,

LUHDORFF AND SCALMANINI
CONSULTING ENGINEERS

A handwritten signature in black ink that reads "Scott Lewis". The signature is written in a cursive, flowing style.

Scott Lewis, P.G.
Senior Principal Geologist

Attachments: 2023 Schedule of Fees for Engineering and Field Services

2023 SCHEDULE OF FEES ENGINEERING AND RELATED FIELD SERVICES

Professional*

Senior Principal	\$247/hr.
Principal Professional.....	\$236/hr.
Supervising Professional	\$228/hr.
Senior Professional	\$190 to 210/hr.
Project Professional	\$165 to 175/hr.
Staff Professional	\$145 to 160/hr.

Technical

Engineering Inspector	\$145/hr.
ACAD DMS/GIS.....	\$145/hr.
Engineering Assistant.....	\$120 to 145/hr.
Scientist.....	\$120 to 145/hr.
Technician.....	\$120 to 145/hr.

Project Admin Support

Word Processing, Clerical.....	\$94/hr.
Digital Communications Specialist	\$105/hr.
Project Admin/Accounting Assistant	\$110/hr.

Vehicle Use	\$0.655/mi(or curr. IRS rate)
Subsistence	Cost Plus 15%
Groundwater Sampling Equipment (Includes Operator)	\$170.00/hr
Copies	\$0.20 ea.
Professional or Technical Testimony	200% of Regular Rates
Technical Overtime (if required)	150% of Regular Rates
Outside Services/Rentals	Cost Plus 15%
Services by Associate Firms	Cost Plus 15%

* Engineer, Geologist, Hydrogeologist, and Hydrologist

TEMPORARY ENTRY PERMIT

PERMITTEE: Town of Discovery Bay Community Services District

PERMITTOR: Hengli 10LLC, a limited liability company

AFFECTED PROPERTY: Assessor's Parcel Numbers 004-500-004 and 004-500-005.

PERMITTOR desires the Town to provide PERMITTOR services and information regarding the PERMITTEE's water distribution and wastewater collection facilities, and capacity in relation to the PERMITTOR's planned development of the Affected Property.

PERMITTEE desires to be reimbursed by PERMITTOR for all costs incurred by the PERMITTEE associated with the Project (defined below), including but not limited to drafting of this Agreement, General Manager and Town Engineer providing information related to Town water distribution and wastewater collection facilities and capacity, Town review of Project (defined below) drawings, and any other cost to the Town arising from this Permit.

PERMITTOR does hereby grant to PERMITTEE, its Engineer Luhdorff & Scalmanini Consulting Engineers ("LSCE"), LSCE's contractors (collectively referred to as "PERMITTEE") permission to enter upon the above referenced property for the purpose(s) of access, installing a monitoring well, collection of water samples, ongoing monitoring of the well after its completion, and for such other incidental purposes as may be required, more specifically identified in Exhibit "A" (the "Project").

This Temporary Entry Permit (hereinafter referred to as the "Permit") is granted upon the following conditions, which, by acceptance of this Permit, PERMITTEE agrees to observe and perform:

1. PERMITTEE will exercise reasonable precautions to avoid damages and to protect persons and Affected Property. Soil exploration locations will be properly marked so that they do not pose a safety hazard for wildlife or people as applicable. PERMITTEE's surveys and investigation team members shall read and heed all signs posted as notification of underground pipelines and hazardous conditions or materials on the Affected Property.
2. This Permit is subject to the following terms and conditions:
 - a. The initial term of this Permit shall expire on December 31, 2024, or upon the completion of the Project, whichever occurs first.
 - b. PERMITTEE shall notify PERMITTOR, seventy-two (72) hours before initiating any construction or maintenance activity at the Affected Property and when there is no activity for a period of five (5) working days, then twenty-four (24) hours prior to resumption of operations.
 - c. PERMITTEE shall maintain, and shall assure that its contractors maintain, public liability and property damage insurance in amounts (but in no events less than Two Million Dollars (\$2,000,000.00) with respect to any liability insurance) and in form and substance adequate to insure against all liability of PERMITTEE and its agents, employees or contractors, arising out of any entry or investigations of the Property pursuant to the provisions hereof, and PERMITTOR shall be named as additional insured on such insurance.

- d. PERMITTEE shall indemnify and hold PERMITTOR harmless from and against any damages, liabilities, losses, liens or claims (including, without limitation, court costs and reasonable attorneys' fees and disbursements) arising out of or relating to any entry on the Property by PERMITTEE, its agents, employees or contractors in the course of performing the inspections or testings provided for in this PERMIT, including, without limitation, any release of Hazardous Materials or any damage to the Property; provided that PERMITTEE shall not be liable to PERMITTOR solely as a result of the discovery by PERMITTEE of a pre-existing condition on the Property to the extent the activities of PERMITTEE, its agents, representatives, employees, contractors or consultants do not exacerbate the condition.
 - e. PERMITTOR will provide staking performed by a professional land surveyor to identify the desired location of the monitoring well on the Affected Property.
 - f. PERMITTEE shall be allowed to dispose of any drill cuttings, drilling fluids, or any resulting spoils arising from or related to the Project, on the Affected Property.
 - g. PERMITTEE shall be allowed temporary storage of vehicles, equipment and materials on the Affected Property arising from or related to Project work.
 - h. All tools, equipment, and other property taken upon or placed upon the land by the PERMITTEE, or its employees, contractors, or agents shall remain the property of such parties. PERMITTEE gives express approval for such tools, equipment, or other property to remain at Affected Property beyond the end of such day.
3. As a condition of PERMITTEE performing Project, PERMITTOR agrees to reimburse PERMITTEE for all costs incurred by PERMITTEE associated with any PERMITTEE efforts that arise from or are related to the Project subject to the following terms:
- a. PERMITTOR agrees to deposit, in cash, or by PERMITTOR's check, with the PERMITTEE General Manager upon execution of this Permit, the sum of Ten Thousand dollars (\$10,000.00) (the "Initial Deposit"). PERMITTOR agrees to deposit the remaining One Hundred Eighty Thousand Two Hundred Fifty-Seven dollars (\$180,257.00) (the "Second Deposit") no later than 30 days before the commencement of drilling operations on the property. Any remaining balance on Deposit after payment of all such costs shall be refunded to PERMITTOR upon 30 days' written notice that Project is complete.
 - b. Any time the balance of the Deposit with PERMITTEE falls below Two Thousand Five Hundred dollars (\$2,500.00), and upon seven (7) calendar days' written notice by PERMITTEE, PERMITTOR agrees to place an additional deposit in the amount of Ten Thousand dollars (\$10,000.00) with PERMITTEE prior PERMITTEE performing further work on the Project.
 - c. In the event that PERMITTOR shall fail or refuse to remit any Deposit to or at the direction of PERMITTEE, all efforts the by PERMITTEE related to the Project, at the discretion of the PERMITTEE's General Manager, shall cease until such time as the Deposits so required are paid. Additionally, PERMITTOR may, by written request executed and delivered by PERMITTOR, direct PERMITTEE to cease work on the Project and to not incur any additional costs under the Permit.
 - d. PERMITTOR shall have the right to review all costs submitted by PERMITTEE for which PERMITTOR may be responsible, and the right to a review by the PERMITTEE's Board of Directors. To that end, PERMITTEE will provide PERMITTOR with documentation supporting costs incurred by PERMITTEE in connection with this Permit concurrently with the PERMITTEE's notice requesting additional deposits, if any, and within a reasonable period of

time upon PERMITTEE's Board of Directors' review. The determination of PERMITTEE's Board of Directors will be final and binding.

4. PERMITTEE shall acquire no additional easement or property right in or to the property or right of way of PERMITTOR by virtue of this Permit and PERMITTOR does not hereby relinquish any right or title therein.
5. Except as herein otherwise provided, all costs of maintenance, repair, abandonment and/or replacement of the above described Project shall be borne by PERMITTOR.
6. Upon the failure of PERMITTOR to conform to any of the covenants and conditions herein specified, this Permit shall, at the option of PERMITTEE, cease and terminate.
7. The grant of this Permit shall not be deemed to include the right to pass over property not belonging to or under the control of PERMITTEE, it being specifically understood and agreed that the PERMITTEE shall obtain the approval of all necessary other landowners before entering and/or passing over private property.
8. All covenants of PERMITTEE herein shall also be deemed conditions of this permit.
9. The terms and conditions herein shall bind the heirs, assigns, executors, administrators and transferees of PERMITTOR and PERMITTEE and shall run with the permit.
10. Time is of the essence in this agreement.
11. Any notice to be given by one party to this Permit to the other shall be in writing and addressed to the party as set forth following its signature on this Permit and shall be either personally delivered, mailed or faxed (with a mailed copy to follow) and shall be deemed delivered when actually received by the party to whom it is addressed.

ACCEPTANCE BY PERMITTEE

PERMITTEE HEREBY ACCEPTS THE ABOVE PERMIT AND AGREES TO COMPLY WITH ALL OF THE REQUIREMENTS THEREOF. THIS PERMIT DOES NOT RELIEVE THE PERMITTEE FROM OBTAINING ANY AND ALL OTHER APPROPRIATE PERMITS REQUIRED BY OTHER PUBLIC AGENCIES.

Dated: _____, 2023.

TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT

By _____
Dina Breitstein, General Manager

PERMITTEE's Address, Telephone and Fax Numbers:
1800 Willow Lake Road
Discovery Bay, CA 94505
Telephone: (925) 634-1131

APPROVED BY PERMITTOR

Date: _____, 2023.

HENGLI 10LLC

By _____
Shizao Zheng, President

PERMITTOR's Address, Telephone and Fax Numbers:
400 Concar Dr
San Mateo, CA 94402
Telephone: (626) 710-4272

EXHIBIT "A"
Description of Project

Byron Union School District



Tuesday, December 12, 2023
Regular Board Meeting of the Trustees

Byron Union School District
14301 Byron Hwy
Byron, CA 94514

A. CALL MEETING TO ORDER @ 6:00 PM- IN PERSON AND VIA ZOOM

1. Closed Session - Roll Call

B. ADJOURN TO CLOSED SESSION

1. Employee Discipline/Dismissal/Release (Government Code 54957)
2. Conference with Labor Negotiators (Government Code Section 54957.6)

Open
C. RECONVENE TO PUBLIC SESSION @ 6:30 PM- IN PERSON AND VIA ZOOM

1. Call to Order the Regular Meeting of the Board of Trustees
2. Approval of Meeting Agenda
3. Pledge of Allegiance & Roll Call
4. Report Out from Closed Session

D. PUBLIC PARTICIPATION

1. Public Comment: The public may address the Board regarding any item within the jurisdiction of the Board of Trustees of the Byron Union School District that is not on this agenda.

E. ANNUAL ORGANIZATION

1. Election of Board President
2. Election of Board Vice President
3. Election of Clerk
4. Appointment of Superintendent as Secretary of the Governing Board
5. Board-Calendar of Regular Governing Board Meetings *TBD*
6. Board Committee Participation Assignments
7. Resolution #05-23: Certificate of Signatures

F. PUBLIC HEARING

1. Public Hearing on the Proposed Adoption of a Developer Fee Study and the Increase of the Statutory School Fee

G. STAFF REPORTS/INFORMATION

1. Report on CSBA Conference

H. FINANCE / FACILITIES

1. First Interim Report

I. ACTION

1. Bank Signature Designation
2. 2024-2025 Instructional Calendar
3. Board Policy Revision - Updates to Board Policy 6174 and Administrative Regulation 6174
4. Adopt Resolution #06-23: Fee Justification Study, Increase in School Facilities Fees, and CEQA Notice of Exemption

J. CONSENT AGENDA

1. Warrants and Checks
2. Personnel Report
3. Appreciation Letters for School Site Donations
4. 2023-2024 Maxim Healthcare Staffing Contract
5. Amended Contract with Sierra School of San Joaquin - Nonpublic Placement
6. Approval of Board Minutes for November 16, 2023
7. Approval of Board Minutes for December 4, 2023

K. GOVERNING BOARD COMMUNICATIONS

1. Communications and Comments from the Board

L. SUPERINTENDENT COMMUNICATIONS

1. Communications and Comments from the Superintendent

M. UPCOMING SCHOOL EVENTS

1. Discovery Bay Elementary
2. Excelsior Middle School
3. Timber Point Elementary

Calendar to be published

N. FUTURE MEETINGS

1. January, 2023 - Regular Board Meeting TBD pursuant to item E5

O. ADJOURNMENT
