



SAN RAFAEL CITY COUNCIL – TUESDAY, APRIL 2, 2019

**SPECIAL STUDY SESSION AT 5:30 P.M.
THIRD FLOOR CONFERENCE ROOM, CITY HALL
1400 FIFTH AVENUE, SAN RAFAEL, CALIFORNIA**

1. Biennial Resident Satisfaction Survey (CM)

**REGULAR MEETING
COUNCIL CHAMBERS, CITY HALL
1400 FIFTH AVENUE, SAN RAFAEL, CALIFORNIA**

AGENDA

OPEN SESSION – COUNCIL CHAMBERS, CITY HALL – 6:30 PM

1. Mayor Phillips to announce Closed Session items.

CLOSED SESSION – THIRD FLOOR CONFERENCE ROOM, CITY HALL – 6:30 PM

2. Closed Session:
 - a. Conference with Legal Counsel
Government Code Section 54956.9(b) and Government Code Section 54956.9(d)(2)
Anticipated Litigation
Significant Exposure to Litigation (One Potential Case)

OPEN TIME FOR PUBLIC EXPRESSION – 7:00 PM

The public is welcome to address the City Council at this time on matters not on the agenda that are within its jurisdiction. Please be advised that pursuant to Government Code Section 54954.2, the City Council is not permitted to discuss or take action on any matter not on the agenda unless it determines that an emergency exists, or that there is a need to take immediate action which arose following posting of the agenda. Comments may be no longer than two minutes and should be respectful to the community.

CITY MANAGER’S REPORT:

3. City Manager’s Report:

CONSENT CALENDAR:

The opportunity for public comment on consent calendar items will occur prior to the City Council’s vote on the Consent Calendar. The City Council may approve the entire consent calendar with one action. In the alternative, items on the Consent Calendar may be removed by any City Council or staff member, for separate discussion and vote.

4. Consent Calendar Items:

- a. **Approval of Minutes**
Approve Minutes of City Council / Successor Agency Regular and Special Meetings of Monday, March 18, 2019 (CC)
Recommended Action - Approve as submitted
- b. **Team of the Fourth Quarter, 2018**
Resolution of Appreciation for Human Resources Department, Team of the Fourth Quarter, 2018 (CC)
Recommended Action - Adopt Resolution
- c. **Rename Falkirk Cultural Center Greenhouse**
Resolution Authorizing the Naming of the Greenhouse Located at the Falkirk Cultural Center as the "Mulryan UC Marin Master Gardener Greenhouse" (CS)
Recommended Action - Adopt Resolution
- d. **Summary Vacation of a Portion of Rice Drive**
Resolution Approving the Summary Vacation of Easements for Public Street and Utility Purposes Over a Portion of Rice Drive and Adjacent Property (PW)
Recommended Action - Adopt Resolution
- e. **Senate Bill 1: 2019-20 Projects**
Resolution Approving the FY 2019-20 Projects List for Senate Bill 1: The Road Repair and Accountability Act (PW)
Recommended Action - Adopt Resolution

SPECIAL PRESENTATION:

- 5. Special Presentation:
 - a. Presentation of Resolution of Appreciation for Human Resources Department, Team of the Fourth Quarter, 2018

PUBLIC HEARINGS:

- 6. Public Hearings:
 - a. **Solar at City Hall**
Resolution Approving and Authorizing the City Manager to Execute Power Purchase Agreement Amendment No. 1 with SolEd Solar Holdings V, LLC for the San Rafael City Hall Site (PW)
Recommended Action - Adopt Resolution

COUNCILMEMBER REPORTS / REQUESTS FOR FUTURE AGENDA ITEMS:
(including AB 1234 Reports on Meetings and Conferences Attended at City Expense)

- 7. Councilmember Reports:

SAN RAFAEL SUCCESSOR AGENCY:

1. Consent Calendar: - None.

ADJOURNMENT:

Any records relating to an agenda item, received by a majority or more of the Council less than 72 hours before the meeting, shall be available for inspection in the City Clerk's Office, Room 209, 1400 Fifth Avenue, and placed with other agenda-related materials on the table in front of the Council Chamber prior to the meeting. Sign Language interpreters and assistive listening devices may be requested by calling (415) 485-3198 (TDD) or (415) 485-3066 (voice) at least 72 hours in advance. Copies of documents are available in accessible formats upon request. Public transportation is available through Golden Gate Transit, Line 22 or 23. Paratransit is available by calling Whistlestop. Wheels at (415) 454-0964. To allow individuals with environmental illness or multiple chemical sensitivity to attend the meeting/hearing, individuals are requested to refrain from wearing scented products.

In the Council Chambers of the City of San Rafael, Monday, March 18, 2019 at 7:00 p.m.



**Regular Meeting
San Rafael City Council**

Minutes

Present: Mayor Phillips
Councilmember McCullough
Councilmember Bushey
Councilmember Colin
Councilmember Gamblin

Absent: None

Also Present: City Manager Jim Schutz
City Attorney Robert Epstein
City Clerk Lindsay Lara

[How to participate in your City Council meeting](#)

OPEN SESSION – COUNCIL CHAMBERS, CITY HALL – 6:30 PM

1. Mayor Phillips announced Closed Session item.

CLOSED SESSION – THIRD FLOOR CONFERENCE ROOM, CITY HALL 6:30 PM

2. Closed Session:
 - a. Conference with Real Property Negotiators
Property: (930 Third Street, San Rafael, CA 94941)
Agency negotiator: (Danielle O’Leary)
Negotiating parties: (Paul Goldstone, Goldstone Management)
Under negotiation: (Request for Exclusive Right to Negotiate Agreement)

[City Attorney Robert Epstein announced that no reportable action was taken in Closed Session.](#)

OPEN TIME FOR PUBLIC EXPRESSION – 7:00 PM

None.

CITY MANAGER’S REPORT:

3. City Manager’s Report:
 - City Manager Jim Schutz announced:
 - [Public Works Open House Guided Tour at 111 Morphew Street on March 27th from 9-12 p.m. and](#)
 - [Canal Soccer Tournament with San Rafael Police Department, Canal Alliance and Urban Soccer Park on April 7th from 10-2 p.m.](#)

CONSENT CALENDAR:

4. Consent Calendar Items:

Councilmember McCullough commented on items 4.h and 4.k

Councilmember McCullough moved and Councilmember Bushey seconded to approve Consent Calendar Items:

- a. **Approval of Minutes**
Approve Minutes of City Council / Successor Agency Regular and Special Meetings of Monday, March 4, 2019 (CC)

[Regular Meeting Minutes 2019-03-04](#)
[Special Meeting Minutes 2019-03-04](#)

Approved minutes as submitted

- b. **Citizens Advisory Committee Vacancies**
Call for Applications to Fill Four Four-Year Terms and One Alternate Four-Year Term to the End of May 2023 on the Citizens Advisory Committee on Economic Development & Affordable Housing Due to the Expiration of Terms of Dirk Brinckerhoff, Bill Carney, Kati Miller, William O'Connell, Jr., and Alternate Member Gladys Gilliland (CC)

[Citizens Advisory Committee Vacancies](#)

Approved staff recommendation

- c. **Design Review Board Vacancy**
Call for Applications to Fill One Four-Year Term to the End of May 2023 on the Design Review Board Due to the Expiration of Term of Stewart Summers (CC)

[Design Review Board Vacancy](#)

Approved staff recommendation

- d. **Planning Commission Vacancies**
Call for Applications to Fill Two Four-Year Terms to the End of May 2023 on the Planning Commission Due to the Expiration of Terms of John 'Jack' Robertson and Mark Lubamersky (CC)

[Planning Commission Vacancies](#)

Approved staff recommendation

- e. **Pt. San Pedro Special Event Road Closures**
Resolution Authorizing the Temporary Closure of Pt. San Pedro Road from Riviera Drive to Biscayne Drive for the Marin County Marathon, April 28, 2019 and the Marin County Triathlon, October 19-20, 2019 (CS)

[Pt. San Pedro Special Event Road Closures](#)

RESOLUTION 14645 – RESOLUTION AUTHORIZING THE TEMPORARY CLOSURE OF PT. SAN PEDRO ROAD FROM RIVIERA DRIVE TO BISCAYNE DRIVE FOR THE MARIN COUNTY MARATHON, APRIL 28, 2019 AND THE MARIN COUNTY TRIATHLON, OCTOBER 19-20, 2019

- f. **Downtown San Rafael Special Event Road Closures**

Resolution Authorizing the Temporary Closure of Streets in Downtown for Special Events for Calendar Year 2019 (CS)

[Downtown San Rafael Special Event Road Closures](#)

RESOLUTION 14646 - RESOLUTION AUTHORIZING THE TEMPORARY CLOSURE OF STREETS IN DOWNTOWN FOR SPECIAL EVENTS FOR CALENDAR YEAR 2019

- g. Paramedic Tax Rate for Fiscal Year 2019-20**
Maintain Unchanged Tax Rates for Fiscal Year 2019-2020 for Paramedic Services for Both Residential and Non-Residential Properties in the City of San Rafael, CSA 13, CSA 19 and Marinwood CSD as Provided for in the Voter-Approved Paramedic Services Special Tax (Fin)
[Paramedic Tax Rate for Fiscal Year 2019-20](#)

Accepted report

- h. San Rafael Cannabis Policy Update**
Second Reading and Final Adoption of Ordinance 1968: An Ordinance Amending Chapter 10.96 of the San Rafael Municipal Code Regulating Cannabis Businesses within City Limits, Specifically Authorizing by License Cannabis Delivery, Infused Product Manufacturing, Laboratory Testing, and Cannabis Distribution (ED)
[Cannabis Policy Ordinance Adoption](#)

Approved Final Adoption of Ordinance 1968

- i. Lease Amendment for Police Annex**
Resolution Approving and Authorizing the City Manager to Execute a Second Amendment to Lease with 1099 D Street, LLC, for the Police Annex Located at 1099 D Street, Suites 100 and 205, to Extend the Lease for Suite 100 by One (1) Year Commencing April 1, 2019, for \$13,958 in Rent Per Month and Suite 205 by Three (3) Months Commencing April 1, 2019, for \$2,228 in Rent Per Month (PD)
[Lease Amendment for Police Annex](#)

RESOLUTION 14647 - RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT TO LEASE WITH 1099 D STREET, LLC, FOR THE POLICE ANNEX LOCATED AT 1099 D STREET, SUITES 100 AND 205, TO EXTEND THE LEASE FOR SUITE 100 BY ONE (1) YEAR COMMENCING APRIL 1, 2019, FOR \$13,958 IN RENT PER MONTH AND SUITE 205 BY THREE (3) MONTHS COMMENCING APRIL 1, 2019, FOR \$2,228 IN RENT PER MONTH

- j. Third and Union Street Resurfacing**
Resolution Awarding, and Authorizing the City Manager to Execute, a Construction Agreement for the Third and Union Street Resurfacing Project to Team Ghilotti, Inc., in the Amount of \$171,277.80; and Authorizing Contingency Funds in the Amount of \$18,722.20 for a Total Appropriated Amount of \$190,000 (PW)
[Third and Union Street Resurfacing](#)

RESOLUTION 14648 - RESOLUTION AWARDING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE, A CONSTRUCTION AGREEMENT FOR THE THIRD AND UNION STREET RESURFACING PROJECT TO TEAM GHILOTTI, INC., IN THE AMOUNT OF \$171,277.80; AND AUTHORIZING CONTINGENCY FUNDS IN THE AMOUNT OF \$18,722.20 FOR A TOTAL APPROPRIATED AMOUNT OF \$190,000

- k. **Changing Speed Limits on Two Streets in North San Rafael
Second Reading and Final Adoption of Ordinance 1969: An Ordinance Regarding Speed Limit Increase on Los Gamos Drive and Redwood Highway Pursuant to Section 22357 of the California Vehicle Code (PW)**

[Changing Speed Limits Ordinance Adoption](#)

Approved Final Adoption of Ordinance 1969

AYES: Councilmembers: Bushey, Colin, Gamblin, McCullough & Mayor Phillips
NOES: Councilmembers: None
ABSENT: Councilmembers: None

OTHER AGENDA ITEMS:

5. Other Agenda Items:

- a. **Community Development Block Grant Funding Recommendations for FY2019-20
Resolution Recommending Community Development Block Grant (CDBG) Project Funding for the Year 2019-20 to the Marin County Board of Supervisors (ED)**

[CDBG Funding Recommendations FY 2019-20](#)

Danielle O'Leary, Director of Economic Development and Innovation, presented the staff report

Councilmember Bushey / Danielle O'Leary / Molly Kron, Marin County Planner

Councilmember McCullough / Molly Kron

Councilmember McCullough / Molly Kron

Councilmember McCullough / Molly Kron

Councilmember Gamblin / Danielle O'Leary / Molly Kron

Councilmember Gamblin / Elizabeth Zetton, Artworks Downtown

Councilmember Gamblin / Elizabeth Zetton

Mayor Phillips

Mayor Phillips / Molly Kron

Mayor Phillips / Molly Kron

Mayor Phillips / Molly Kron

Mayor Phillips / Molly Kron

Councilmember Colin / Molly Kron

Councilmember Colin / Molly Kron

Mayor Phillips invited public comment; however, there were none

Councilmember McCullough

Councilmember McCullough moved and Councilmember Gamblin seconded to adopt the Resolution

RESOLUTION 14650 - RESOLUTION RECOMMENDING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT FUNDING FOR THE YEAR 2019-20 TO THE MARIN COUNTY BOARD OF SUPERVISORS

AYES: Councilmembers: Bushey, Colin, Gamblin, McCullough & Mayor Phillips
NOES: Councilmembers: None
ABSENT: Councilmembers: None

City Manager Jim Schutz and City Attorney Robert Epstein clarified the Resolution included the amended exhibit as presented

- b. **Wildfire Protection and Prevention Action Plan**
Resolution Approving the Wildfire Prevention and Protection Action Plan (FD)
[Wildfire Protection and Prevention Action Plan](#)

City Manager Jim Schutz

Quinn Gardner, Emergency Management Coordinator, presented the staff report

City Manager Jim Schutz

Quinn Gardner / Deputy Fire Chief Bob Sinnott

Quinn Gardner

Mayor Phillips

Councilmember McCullough

Mayor Phillips invited public comment

Jean Blanco, Marin Association of Realtors President, Kelly London, Loch Lomond Homeowners Association President, Sandra Sellinger, Tom Untermann, Paul Minault, Dominican Fire Wise Committee, Romeo Arrieta, CEO Marin Association of Realtors, Greg Poulos, Bill Carney, Sustainable San Rafael, Bonnie Marmor, Pt. San Pedro Road Coalition and Pt. San Pedro Road Coalition Disaster Preparedness Committee, Bell Cole, Organizing for Action in Marin, Robert Chadum, Member of the public

There being no further comment from the audience, Mayor Phillips closed public comment

Quinn Gardner

Chief Sinnott

City Manager Jim Schutz

Mayor Phillips / City Manager Jim Schutz

Councilmember Colin / City Manager Jim Schutz

Quinn Gardner

Mayor Phillips

Mayor Phillips / Quinn Gardner

Mayor Phillips

Councilmember Gamblin / City Manager Jim Schutz

Councilmember Gamblin / City Manager Jim Schutz

Councilmember Gamblin / City Manager Jim Schutz / Quinn Gardner

Councilmember Gamblin

Mayor Phillips

Councilmember Gamblin

Councilmember Colin

Mayor Phillips / Councilmember Colin

Mayor Phillips

Councilmember Bushey

Councilmember McCullough

Mayor Phillips

Councilmember McCullough

Mayor Phillips

City Manager Jim Schutz

Councilmember McCullough

Councilmember Bushey

City Manager Jim Schutz

City Attorney Robert Epstein

Councilmember Bushey

Councilmember McCullough

City Attorney Robert Epstein

Councilmember Bushey moved and Councilmember McCullough seconded to adopt the resolution as amended to indicate that the plan is an evolving document, and if any legal or regulatory changes were to be made that there would be an extensive public input process before coming back to the City Council, and there would be a clear evaluation of financial and other intended or unintended consequences.

RESOLUTION 14649 - RESOLUTION APPROVING THE WILDFIRE PREVENTION AND PROTECTION ACTION PLAN

AYES: Councilmembers: Bushey, Gamblin, McCullough & Mayor Phillips
NOES: Councilmembers: Colin
ABSENT: Councilmembers: None

COUNCILMEMBER REPORTS / REQUESTS FOR FUTURE AGENDA ITEMS:

6. Councilmember Reports:

- Councilmember Colin attended 'Marin Ready Together' for Fire Prevention on behalf of Councilmember Bushey
- Mayor Phillips reported his attendance at meetings relating to renter protections.

SAN RAFAEL SUCCESSOR AGENCY

1. Consent Calendar: None.

ADJOURNMENT:

Mayor Phillips adjourned the City Council meeting at 9:49 p.m.

LINDSAY LARA, City Clerk

APPROVED THIS ____ DAY OF _____, 2019

GARY O. PHILLIPS, Mayor

In the City Manager's Conference Room of the City of San Rafael, Monday, March 18, 2019



**Special Meeting
San Rafael City Council**

Minutes

Present: Mayor Phillips
Vice-Mayor McCullough
Councilmember Bushey
Councilmember Colin
Councilmember Gamblin

Absent: None

Also Present: City Manager Jim Schutz
City Clerk Lindsay Lara
Community Services Director Susan Andrade-Wax

Mayor Phillips called the meeting to order at 5:32 p.m.

1. Board of Library Trustees Interviews

Interview Applicants and Consider Appointments to Fill Three Four-Year Terms and One Alternate Four-Year Term to the End of April 2023, and One Unexpired Alternate Four-Year Term to the End of April 2021, on the San Rafael Board of Library Trustees Due to the Expiration of Terms of Melanie Cantarutti, Doug Van Gessel and Josh Libresco, and the Resignation of Scott Harrop (CC)
[Board of Library Trustees Interviews](#)

The City Council interviewed the following applicants: Samantha Sargent, Claudia Fromm (telephone), Clinton Wilkins, Josh Libresco (telephone), Catherine Sumser, and Beverly Rose (telephone). Martha Peterson withdrew her application.

After discussion, there was City Council consensus to appoint Josh Libresco to one four-year term to the end of April 2023, effective May 1, 2019, and to appoint Catherine Sumser and Claudia Fromm to two four-year terms to the end of April 2023, effective immediately. Beverly Rose was appointed to fill one alternate four-year term to the end of April 2021.

ADJOURNMENT:

Mayor Phillips adjourned the meeting at 6:44 p.m.

LINDSAY LARA, City Clerk

APPROVED THIS ____ DAY OF _____, 2019

GARY O. PHILLIPS, Mayor



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Community Services

Prepared by: Ashley Howe,
Senior Recreation Supervisor

City Manager Approval: _____

TOPIC: REQUEST TO NAME THE GREENHOUSE LOCATED AT THE FALKIRK CULTURAL CENTER

SUBJECT: RESOLUTION NAMING THE FALKIRK CULTURAL CENTER'S GREENHOUSE THE "MULRYAN UC MARIN MASTER GARDENER GREENHOUSE"

RECOMMENDATION:

Adopt a resolution naming the Falkirk Cultural Center's greenhouse the "Mulryan UC Marin Master Gardener Greenhouse".

BACKGROUND:

Kathleen Cerf, daughter of former San Rafael Mayor Larry Mulryan met with Community Services Director, Susan Andrade-Wax and Senior Recreation Supervisor, Ashley Howe in October 2018 to request that the City name the greenhouse at the Falkirk Cultural Center the "Mulryan UC Marin Master Gardener Greenhouse" in recognition of the accomplishments of former Mayor Larry Mulryan and the Marin Master Gardeners relating to the greenhouse. The naming of the greenhouse, along with a plaque or memorial to serve as a designation of the naming, would commemorate the contributions made by former Mayor Mulryan for his involvement in the procurement of Falkirk Cultural Center, as well as the Marin Master Gardeners' role in restoring the greenhouse and the development and continued maintenance of several demonstration gardens. Any such plaque or memorial would be paid for by a donating party, and its content would need to be approved by the Park and Recreation Commission.

Per the San Rafael Community Services Plaque Policy, recognition intended to rename or designate a name for a park or public facility, or a portion of a park or facility, must be approved by the Park and Recreation Commission and the City Council (Attachment 1).

ANALYSIS:

Former Mayor Mulryan served the City of San Rafael for 22 years, including two years as a Planning Commissioner, eight years as a Councilmember, and 12 years as Mayor (from 1979 to 1991). In 1991,

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

the City Council recognized former Mayor Mulryan for numerous contributions and achievements, including the acquisition of the Falkirk Cultural Center (Attachment 2).

Former Mayor Mulryan's involvement in the acquisition of the Falkirk Cultural Center began in 1973 when he learned that the Dollar family, the owners of the Falkirk Cultural Center for nearly 100 years, wanted to sell the property, demolish the buildings, and convert it to apartments. At the time, Councilmember Mulryan did not see this as the best use of the property and took the opportunity to tour the buildings and grounds. From his tours, he determined that the facility and grounds were a unique and beautiful piece of property and that the City should consider purchasing the Falkirk Cultural Center. At this point, Councilmember Mulryan separately approached other Councilmembers and put the matter of use and possible acquisition on the agenda to begin the process of obtaining City Council approval to purchase the property. Mulryan and City Council negotiated the proposed purchase amount of \$275,000 and created a ballot measure to approve the purchase.

In 1974, voters approved the purchase of the Falkirk Cultural Center and its surrounding grounds, totaling over eleven acres. In 1975, the City of San Rafael formally designated the Falkirk Cultural Center as a community cultural center. The Falkirk Cultural Center has since hosted many art exhibits and community celebrations, and is a popular venue for private events.

Years after former Mayor Mulryan served on the City Council, he volunteered as a member of the Marin Master Gardeners, a division of the University of California Cooperative Extension (UCCE) program. The Marin Master Gardeners joined the Falkirk Cultural Center greenhouse renovation in 2002 as a community service project. Following the completion of the greenhouse renovation, the Marin Master Gardeners continued to collaborate with the Falkirk Cultural Center in landscaping the surrounding areas, building a greenhouse garden and utilizing the greenhouse to propagate and grow plants for sale and use on the Falkirk Cultural Center grounds.

In 2009, the Cooperative Extension program entered into a five-year agreement with the City to design, fund, install, and maintain two formal gardens on the Falkirk Cultural Center grounds, in addition to maintaining the greenhouse garden and utilizing the greenhouse for plant propagation. The Succulent Garden and Mediterranean Garden were subsequently completed, utilizing funding and volunteer labor secured by the Marin Master Gardeners; the Marin Master Gardeners also provided community education relating to the on-going maintenance of the gardens.

The agreement term was extended an additional 15 years, from 2012 to 2017 and again from 2017 to 2027. The extended agreement authorizes UCCE program and volunteers to continue to develop and maintain demonstration gardens, conduct educational seminars and workshops for the public, and utilize the greenhouse for plant propagation and sales. Their continued presence and volunteer efforts at the Falkirk Cultural Center has dramatically improved the function and purpose of the greenhouse and grounds, and volunteers serve as a unique educational resource for the community.

At their [March 21, 2019 meeting](#), the Parks and Recreation Commission considered the request to name the Falkirk Cultural Center's greenhouse noting the name would be determined through further discussions between Community Services Director, Susan Andrade-Wax, Recreation Supervisor, Ashley Howe and Kathleen Cerf on behalf of Larry Mulryan and the Marin Master Gardeners. The Commission approved the request and directed staff to present the request to the City Council for their review and consideration.

FISCAL IMPACT:

Financial impact is limited to installation performed by Department of Public Works staff.

Per the San Rafael Community Services Plaque Policy, the donating party (the Cultural Arts Service League) will pay for the fabrication costs associated with plaque or memorial that is to be placed at the Falkirk Cultural Center greenhouse.

RECOMMENDED ACTION:

Adopt a resolution naming the Falkirk Cultural Center's greenhouse the "Mulryan UC Marin Master Gardener Greenhouse".

ATTACHMENTS:

1. San Rafael Community Service Plaque Policy
2. City Council Resolution 8532
3. Resolution



**Policy and Procedure
For the Placement of Plaques and Memorials
In Parks and Public Spaces**

The Purpose of this Policy is to provide for the recognition of San Rafael residents, organizations, or businesses instrumental in the preservation, renovation or installation of park and recreation facilities

The provision of consistencies in type, placement, installation and size of memorial and

The protection of all park and recreation facilities for the benefit of all citizens

The definition of a plaque is a flat slab, or disk engraved or ornamented for mounting.

The definition of a monument is a structure, sculpture, inscribed stone, or marker.

The definition of a memorial is a monument, petition or written statement that serves to remember a person or event.

1. Plaques, signs, monuments or memorials shall be installed, constructed or placed in a park or public place only with permission of the Community Services Department on the recommendation of the Park and Recreation Commission.
2. Plaques, signs, monuments or memorials must recognize a San Rafael resident, organization, or business who has made a substantial contribution to the purchase, improvement or programming at the location in which the recognition appears.
3. Plaques, signs, monuments or memorials must be affixed to a park bench, bolder, entry kiosk or other appropriate fixture.

4. The size of a plaques, sign, monument or memorial shall be scaled to the fixture and appropriate to the environment of the facility in which it is placed. Bench plaques shall be no larger than 6"x 8". Signs shall be no larger than 11"x 14". Monuments shall be no larger than 18"x 20". Appropriate materials shall be bronze, stone, or other durable material
5. No plaques, signs, monuments or memorials shall be installed on existing park furnishings or amenities.
6. The Parks and Recreation Commission must approve materials and design of the plaques, signs, monuments or memorials.
7. The cost of the plaques, signs, monuments or memorials, the installation, fixture and the replacement will be borne by the donating party.
8. The Superintendent of the Parks Division of the San Rafael Public Works Department will determine the optimum location for the plaques, signs, monuments or memorials which must be affixed to a park bench, bolder, entry kiosk or other appropriate fixture.
9. The Park and Recreation Commission may approve the design and size of items sold in park fundraising campaigns that recognize of donations by the contributor. Such campaigns will have a defined project, a finite period of solicitation, and will apply 100% of the donation to the park project for which it was solicited.
10. Recognition intended to rename or designate a name for a park or public facility or a portion therein must be approved by the Park and Recreation Commission and the City Council.
11. Requests for plaques, signs, monuments or memorials must be made in writing to the Park and Recreation Commission c/o the Director of Community Services. The request will be agendized for a future meeting of the Commission.

RESOLUTION NO. 8532

CITY OF SAN RAFAEL

PRESENTS THIS

RESOLUTION OF APPRECIATION

TO

Lawrence E. Mulryan

WHEREAS, *Larry Mulryan is retiring after serving the City of San Rafael for 22 years, including two years as a Planning Commissioner, eight years as a Councilmember, and 12 years as Mayor; and*

WHEREAS, *during his lengthy service to the community, Larry astutely and with exceptional ability framed the issues and ran effective and productive meetings (occasionally interjecting bits of humor where appropriate); and*

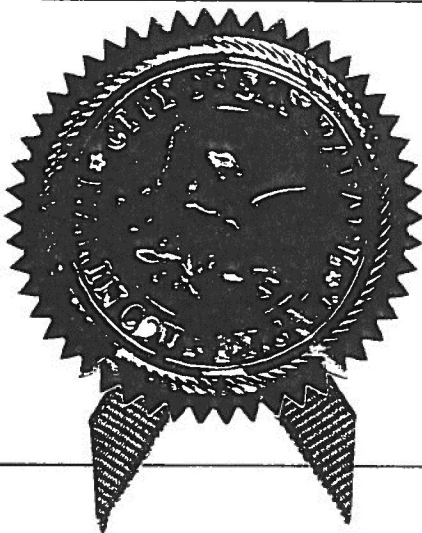
WHEREAS, *Larry provided continuity of leadership during a critical period of San Rafael's history, serving as an agent for constructive change in important projects such as the creation and implementation of the Redevelopment Agency; and*

WHEREAS, *Larry devoted untold hours in carrying out his service to the community, whether in meetings, on the phone or digesting reams of material; and*

WHEREAS, *innumerable important programs were accomplished during his tenure such as open space acquisition, the acquisition of Falkirk, the commencement of the paramedic and child care programs, the achievement of a significant number of affordable housing units, the completion of several neighborhood plans and the General Plan update; and*

WHEREAS, *Larry participated in all of these efforts with enthusiasm and genuine concern about the quality of life of San Rafael residents and the fiscal stability of the City organization.*

NOW, THEREFORE, BE IT RESOLVED that we fellow Councilmembers do express our warm and deep appreciation to Larry Mulryan for his limitless energy and personal contributions to the City of San Rafael on behalf of all our citizens.



MAYOR

COUNCILMEN

CITY MANAGER

ATTESTED BY MY HAND THIS _____

DAY OF _____

CITY CLERK

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL AUTHORIZING THE NAMING OF THE GREENHOUSE LOCATED AT THE FALKIRK CULTURAL CENTER AS THE “MULRYAN UC MARIN MASTER GARDENER GREENHOUSE”

WHEREAS, Kathleen Cerf, representing former Mayor Mulryan and the UC Marin Master Gardeners has requested that the City of San Rafael name the greenhouse located at the Falkirk Cultural Center for former Mayor Larry Mulryan and the Marin Master Gardeners; and

WHEREAS, Mr. Mulryan’s involvement in the acquisition of the Falkirk Cultural Center began in 1973. Mr. Mulryan approached other City Council members about the possible acquisition and began the process of obtaining full City Council approval to purchase the property. Mr. Mulryan and the City Council negotiated the proposed purchase and created a ballot measure to purchase the property; and

WHEREAS, Mr. Mulryan volunteered as a member of the Marin Master Gardeners and together they joined the Falkirk Cultural Center Greenhouse renovation in 2002 as a community service project. Following the completion of the Greenhouse renovation, they continued to collaborate with the Falkirk Cultural Center in landscaping the surrounding areas, building a greenhouse garden and utilizing the greenhouse to propagate and grow plants for sale and use on the Falkirk Cultural Center grounds; and

WHEREAS, the Park and Recreation Commission recommended, and the City Council finds that the Greenhouse at Falkirk should be named after Larry Mulryan and the UC Marin Master Gardeners in recognition of their contributions to the Falkirk Cultural Center and the City of San Rafael;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of San Rafael hereby authorizes the naming of the greenhouse located at the Falkirk Cultural Center as the “Mulryan UC Marin Master Gardener Greenhouse”.

I, Lindsay Lara, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of San Rafael, held on Tuesday, the 2nd day of April 2019, by the following vote, to wit:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

Lindsay Lara, City Clerk



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

Prepared by: Bill Guerin,
Director of Public Works

City Manager Approval: _____

File No.: 18.06.52

TOPIC: SUMMARY VACATION OF A PORTION OF RICE DRIVE

SUBJECT: A RESOLUTION OF THE CITY COUNCIL APPROVING THE SUMMARY VACATION OF EASEMENTS FOR PUBLIC STREET AND UTILITY PURPOSES OVER A PORTION OF RICE DRIVE AND ADJACENT PROPERTY; (APNs. 013-041-52, 013-041-55 and portion of City right-of-way (Rice Drive); APN 013-041-44)

RECOMMENDATION: Adopt a resolution vacating public street and utility easements no longer needed over a portion of Rice Drive and adjacent property to accommodate the Sonoma Marin Area Rail Transit District (SMART)'s Larkspur Extension.

BACKGROUND: The Sonoma Marin Area Rail Transit District (SMART) has rehabilitated the existing Northern Pacific Rail Line through Marin and Sonoma counties for commuter rail service and started actual passenger service in August 2017 from Santa Rosa Airport to Downtown San Rafael.

SMART is moving forward with extending their rail service from Downtown San Rafael to Larkspur Landing (the "Larkspur Extension"). In connection with this extension, on March 20, 2017 the City Council and SMART entered into a Memorandum of Understanding (MOU) memorializing their agreements for the realignment of Rice Drive, Francisco Boulevard West and Irwin Street just south of Second Street, with the intent to eliminate two at-grade crossings on the existing rail system. Construction for this section of the rail extension has been moving forward over the last year and is scheduled for completion in late spring, at which time testing will begin in order to begin passenger rail service in late 2019 or early 2020.

The realignment of the roadways to accommodate the new rail track required several property transfers between different owners, both private and public. SMART took the lead in working with impacted property owners to secure the necessary right-of-way for both the new roadway and the new rail. SMART requested that the required land transfers occur in phases, asking the City, for the first phase, to transfer three City-owned parcels under and next to Rice Drive to SMART. SMART and the adjacent private property owners then opened an escrow for the eventual transfer of the City, SMART and private properties to the intended owners. SMART then obtained permission to enter the adjacent private property to build the new roadway and railroad tracks.

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

In the final land transfer phase, the properties will be conveyed out of escrow so that SMART will own the property underlying the railroad tracks, the City will own the property underlying the new roadway, and the private property owners will own the remaining property, including the parcels formerly owned by the City.

On December 4, 2017 by adoption of three resolutions, the City Council approved the grant of a sanitary sewer easement to the San Rafael Sanitation District and the conveyance to SMART of the City-owned parcels under and next to Rice Drive. The City retained public street and utility easements over the parcels until such time as SMART could grant the City the required interest in the new, realigned roadway. The City committed to vacating the retained easements at that time.

ANALYSIS: SMART's contractor is currently finishing the construction of the new roadway and rail system from Second Street to the Larkspur rail station. In order to facilitate the final phase of real property transactions, it is appropriate at this time for the City to vacate the public street and utility easements it retained over the former City parcels so that those parcels may be transferred unencumbered to the private property owners. SMART will grant the City the necessary property interests in the new roadway prior to its opening for public use.

California Streets and Highways Code Section 8330(a) and 8333(c) authorizes the legislative body of a local agency to summarily vacate a street that has been superseded by relocation, as in this case. This realignment has been several years in the making and prior to the construction commencing the City provided notice to affected utilities to relocate their facilities. However, because some utilities will remain, SMART will be recording an easement for these affected utilities prior to the complete transfer of the property to the private parties.

A resolution is attached approving the summary vacation of the superseded street and utility easements. Exhibits A and B to the resolution define the older section of Rice Drive which is to be summarily vacated and Exhibits C and D define former San Rafael Redevelopment property in which the Larkspur Extension SMART rail system resides. The vacation will become effective once the City Clerk records the resolution in the Marin County Recorder's office.

Staff has determined that vacation of the public roadway and utility easements is exempt from the California Environmental Quality Act ("CEQA") pursuant to the State CEQA Guidelines, under the Class 2 categorical exemption for minor alteration of existing public structures or facilities involving negligible or no expansion of use (14 Cal. Code Regs. Section 15301)).

FISCAL IMPACT: There is no fiscal impact associated with this item.

OPTIONS:

1. Adopt the resolution.
2. Do not adopt the resolution, which may limit SMART and the property owners' ability to utilize the property as originally anticipated in the MOU with SMART.

RECOMMENDED ACTION:

Adopt a resolution summarily vacating public street and utility easements no longer needed over a portion of Rice Drive and adjacent property to accommodate the Sonoma Marin Area Rail Transit District (SMART)'s Larkspur Extension.

ATTACHMENTS:

1. Resolution with Exhibits A through D: property descriptions and plats

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL
APPROVING THE SUMMARY VACATION OF EASEMENTS FOR PUBLIC
STREET AND UTILITY PURPOSES OVER A PORTION OF RICE DRIVE
AND ADJACENT PROPERTY**

(APNs. 013-041-52, 013-041-55 and portion of City right-of-way (Rice Drive))
(APN 013-041-44)

WHEREAS, the Sonoma Marin Area Rail Transit District (SMART) has rehabilitated the existing Northern Pacific rail line through Marin and Sonoma Counties for commuter rail service, and started actual passenger service in August 2017 from the Santa Rosa Airport to Downtown San Rafael; and

WHEREAS, SMART is now pursuing the construction of the rail line from Downtown San Rafael to Larkspur Landing (the “Larkspur Extension”); and

WHEREAS, the original rail alignment south of Second Street has a total of six at-grade crossings, at Third Street, Second Street, Francisco Blvd. West near Second Street, Irwin Street at Francisco Blvd. West, Rice Drive, and Andersen Drive, and the City of San Rafael and SMART have been working for several years on a plan to eliminate the at-grade crossings at Francisco Blvd. West and Irwin Street by realigning the City’s roadway and SMART’s railroad tracks; and

WHEREAS, SMART developed plans for the realignment of Francisco Blvd. West, including a proposal for relocation of part of Rice Drive between the railroad tracks and Francisco Blvd. West; and

WHEREAS, to effectuate the desired realignment, SMART proposed to enter into a series of land exchanges involving the City of San Rafael and the owners of nearby private property where the realigned Rice Drive is being built; and

WHEREAS, in furtherance of the proposed realignment of the roadway and the railroad tracks, and in exchange for SMART’s commitment to later conveying to the City of San Rafael such parcels of real property as required for the City’s use of the realigned Rice Drive for public street and utility purpose, the City made the following conveyances to SMART:

- a. Grant to SMART of Assessor’s Parcel Nos. 013-041-52, 013-041-55 and portion of City (Rice Drive) right-of-way, by Grant Deed recorded on March 20, 2018 as Document No. 2018-0009898 in the Official Records of the County of Marin; and
- b. Grant to SMART of Assessor’s Parcel No. 013-041-44 by Grant Deed recorded on March 20, 2018 as Document No. 2018-0009897 in the Official Records of the County of Marin.

WHEREAS, in granting such properties to SMART, the City reserved to itself easements for public street and utility purposes until such time as the realignment is completed and the new public street is available for use as a City of San Rafael public street, and committed to vacating such easements at that time; and

WHEREAS, in October 2016 the City of San Rafael provided notice to all affected utilities to relocate their facilities prior to the roadway realignment in this area and the utilities have each worked with SMART to obtain satisfactory property rights for their facilities; and

WHEREAS, the street realignment is substantially complete and ready to be opened for public use and by reason of such relocation, the public street and utility easements reserved by the City are no longer needed for current or prospective public use; therefore, it is appropriate for the City to vacate the easements; and

WHEREAS, SMART has confirmed that it will convey to City the property interests needed for the City's use of the relocated street prior to the street's opening for public use; and

WHEREAS, in 2006 SMART certified the Sonoma-Marín Area Rail Transit Project Final Environmental Impact Report that covered all of SMART's activities along the rail line including the Larkspur Extension; and

WHEREAS, the City Council finds that the vacation of the public roadway and utility easement over the Rice Drive Properties approved herein is exempt from the California Environmental Quality Act ("CEQA") pursuant to the State CEQA Guidelines, under the Class 2 categorical exemption for minor alteration of existing public structures or facilities involving negligible or no expansion of use (14 Cal. Code Regs. Section 15301));

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

1. All the facts recited above are true and correct.
2. The City Council of San Rafael, pursuant to Street and Highways Code Sections 8330(a) and 8333(c), summarily vacates and abandons for public use and purposes:
 - a. The easement for public street and utility purposes over that certain real property commonly known as 013-041-52, 013-041-55 and portion of City right-of-way (Rice Drive), more particularly described and depicted in the Legal Description and Plat, attached hereto and incorporated herein as Exhibit "A" and Exhibit "B", respectively; and
 - b. The easement for public street and utility purposes over that certain real property commonly known as 013-041-44, more particularly described and depicted in the Legal Description and Plat, attached hereto and incorporated herein as Exhibit "C" and Exhibit "D", respectively.
3. From and after the date this adopted Resolution is recorded, the easements described in Exhibits "A" through "D" shall no longer constitute public street and utility easements.
4. That the City Clerk be and is hereby ordered to record a certified copy of this Resolution with the Marin County Recorder's Office.
5. That the City Manager is authorized to execute, and the City Clerk is authorized to record with the Marin County Recorder's Office, such other documents,

approved as to form by the City Attorney, as may be necessary to complete the City Council's action as taken herein.

I, LINDSAY LARA, Clerk of the City of San Rafael, California, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City held on the 2nd day of April 2019, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

**Exhibit A – Legal Description of APN: 013-041-52, -55 &
Portion of City ROW (Rice Drive)**

**Exhibit B – Plat for APN: 013-041-52 & -55 &
Portion of City ROW (Rice Drive)**

Exhibit "A"
Legal Description

Parcel One:

Lying within the City of San Rafael, County of Marin, State of California and being the land deeded from Roland A. Bacci and Beverly A. Bacci, Trustees or successor trustee(s) under the Roland and Beverly Bacci Family Trust U/A/D 4/19/90 as amended to the City of San Rafael under Document Number 96-045952 Official Records of Marin County, said land is more particularly described as follows:

BEGINNING at the intersection of the southerly line of the parcel conveyed to Bacci by Document Number 84-087055, Marin County Records, with the easterly line of Rice Drive; thence along the easterly line of Rice Drive, N 35°55'51" E, 77.36 feet; thence N 44°13'51" W, 60.90 feet to the westerly line of Rice Drive; thence along said line S 35°55'51" W, 74.16 feet; Thence S 41°17'25" E, 61.52 feet to the POINT OF BEGINNING

Accepted by The City of San Rafael under Resolution No. 9669, dated August 19, 1996.

Containing 4,546 Square Feet more or less

Parcel Two

Lying within the City of San Rafael, County of Marin, State of California and being a portion of Segment 2 as shown on the land relinquished to the City of Santa Rafael under Relinquishment of Highway Right of Way, Request No. 56112, recorded under Document Number 2015-0017225, together with a portion of Segment 1 as shown on the land relinquished to the City of Santa Rafael under Relinquishment of Highway Right of Way, Request No. 56120, recorded under Document Number 2015-0017224 Official Records of Marin County, said portions are more particularly described as a whole as follows:

Commencing at the northeasterly corner of the land granted from Bacci Trust to the City of San Rafael as described in Deed recorded under Document Number 96-045952 Official Records of Marin County, said point marked by a Rivet and Tag, stamped LS 5814, as shown on the Parcel Map filed in Book 26 of Parcel Maps, Page 4, Marin County Records; thence North 44°13'51" West 5.32' to the northwest line of the land shown as "excess land parcel" on the Caltrans Relinquishment Map No. 56120, Filed February 6, 2015, in State Highway Map Book 6, Page 2, Marin County Records, on the northwest side of Parcel 1 of said map and the POINT OF BEGINNING; thence along the northwest line of said Segment 1, North 34°51'32" East 47.26 feet; thence along said northwest line and along the south line of said Segment 1, on a curve to the right with a

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Tel: (707) 542-6268 Fax: (707) 542-2106


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CPI No.: 7240-15

Radius of 33.00 feet, for a length of 52.16 feet, through a central angle of 90°33'40" to a point of cusp; thence leaving said south line of Segment 1, North 53°26'40" West 106.62 feet to the west line of Segment 2 as shown on the Caltrans Relinquishment Map No. 56112, filed February 6, 2015, in State Highway Map Book 6, Page 2, Marin County Records, said point being on the westerly line of Rice Drive; thence along the west line of said relinquishment and Rice Drive, on a non-tangent curve to the right, the radius point of which bears, South 63°41'50" West, with a Radius of 53.56 feet, through a central-angle of 65°43'56", for a length of 61.45 feet; thence, continuing along said relinquishment line and the west line of Rice Drive, South 35°36'56" West 23.37 feet to the North line of the lands of the City of San Rafael as described in the Deed to the City of San Rafael deeded from Roland A. Bacci and Beverly A. Bacci, Trustees or successor trustee(s) under the Roland and Beverly Bacci Family Trust U/A/D 4/19/90 as amended to the City of San Rafael under Document Number 96-045952 Official Records of Marin County; thence along said line, South 44°13'51" East 46.85 feet to the POINT OF BEGINNING.

Containing 4,152 Square Feet more or less

Prepared by Cinquini & Passarino, Inc.

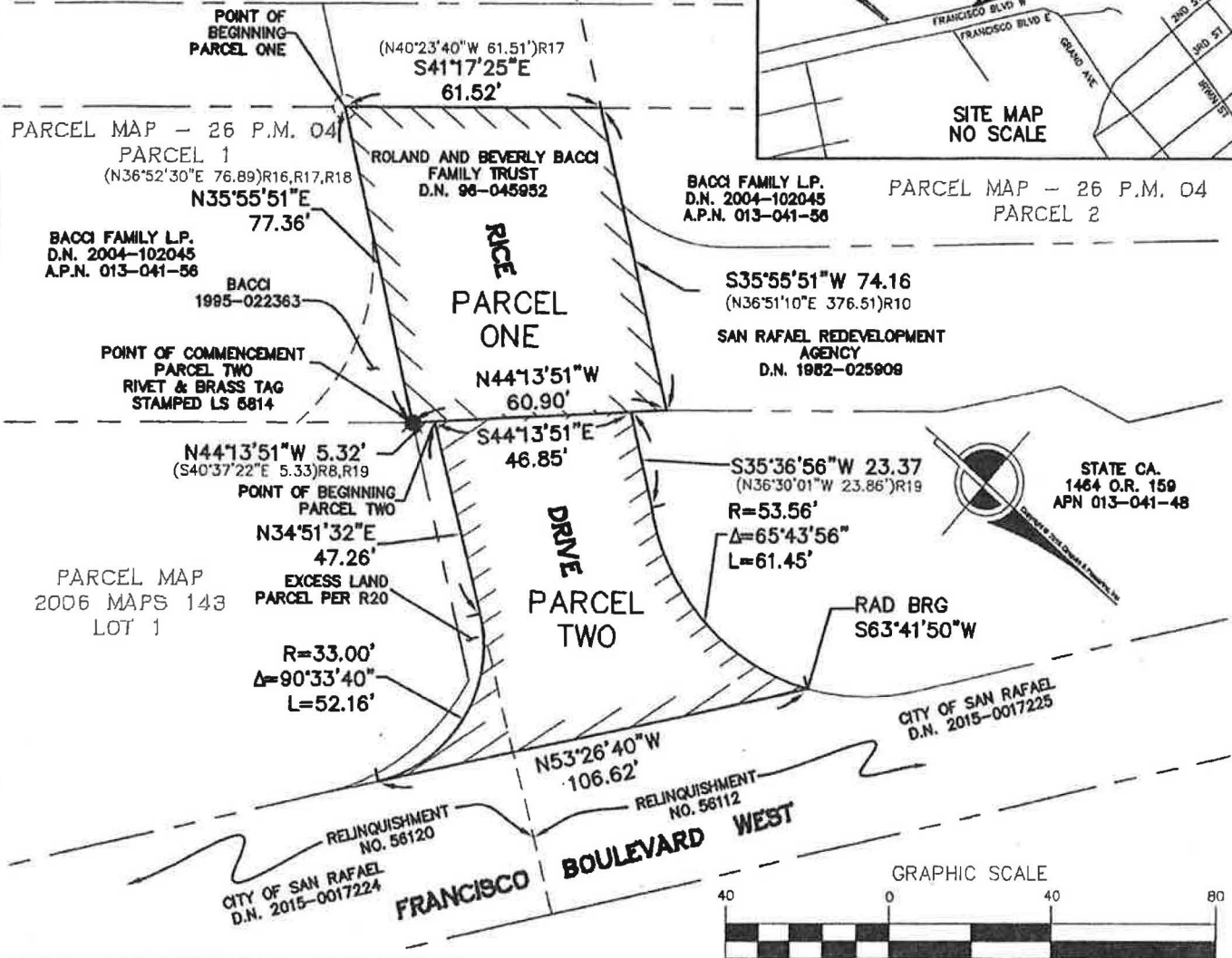
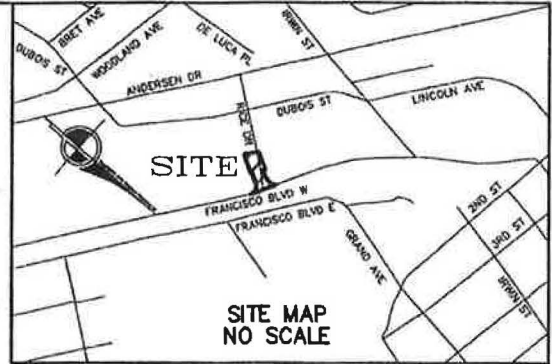

James M. Dickey, PLS 7935



3/13/2018
Date

EXHIBIT 'B'

THIS DIAGRAM IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS SHALL NOT EFFECT THE LEGAL DESCRIPTION.



REFERENCE DEEDS

- R8 CALTRANS RIGHT OF WAY PLANS IV-MRN-1-C POST MILE 8.7-10.6
- R10 RECORD OF SURVEY - 1999 MAPS 239, M.C.R.
- R16 PARCEL MAP - 26 P.M. 04, M.C.R.
- R17 RECORD OF SURVEY - 2004 MAPS 170, M.C.R.
- R18 PARCEL MAP - 2006 MAPS 143, M.C.R.
- R19 RELINQUISHMENT NO. 56112 - BOOK 6 STATE HWY MAPS, PAGE 1, M.C.R.
- R20 RELINQUISHMENT NO. 56120 - BOOK 6 STATE HWY MAPS, PAGE 2, M.C.R.

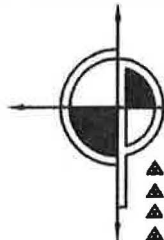
THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY DIRECTION.

(IN FEET)

1 inch = 40 ft.

ABBREVIATIONS

- DN = DOCUMENT NUMBER
- P.U.E. = PUBLIC UTILITY EASEMENT
- = 3/4" IRON PIPE
- ▨ = EASEMENT AREA



CINQUINI & PASSARINO, INC.
LAND SURVEYING

- ▲ BOUNDARY
- ▲ TOPOGRAPHIC
- ▲ CONSTRUCTION
- ▲ SUBDIVISIONS

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Santa Rosa, Ca. 95401
Phone: (707) 542-6288
Fax: (707) 542-2106

WWW.CINQUINIPASSARINO.COM

JAMES M. DICKEY, P.L.S. 7935

JOB NAME: RICE DRIVE PARCELS	DRAWN BY: TM	CHECKED BY:
DESCRIPTION: R.O.W. PARCELS	SCALE: 1" = 40'	DATE: 9/21/17
	JOB #: 7240-15	PAGE: 3 OF 3

Exhibit C – Legal Description of APN: 013-041-44

Exhibit D – Plat for APN: 013-041-44

Exhibit 'C'
Legal Description

Parcel One:

Lying within the City of San Rafael, County of Marin, State of California and being the land deeded to City of San Rafael, a charter city and municipal corporation by grant deed recorded under Document Number 2017-0009320, Official Records of Marin County, said land is more particularly described as follows:

Commencing at a point S54°25'31"E, 25.22 feet from the most southerly point of the parcel of land described by the deed recorded March 28, 1980, in Book 3696, Page 159, Official Records of Marin County; thence along a right-of-way line S54°25'31"E, 232.87 feet; thence along a right-of-way line, being a left hand curve, whose center bears N77°13'01"E, with a radius of 462.78 feet, through an angle of 2°17'51", over an arc length of 18.56 feet; thence along a right-of-way line, S52°45'42"E 30.68 feet; thence along a right-of-way line, S41°20'42"E, 67.27 feet; thence along a right-of-way line, S35°55'51"W, 50.45 feet; thence along a left hand curve, whose center bears S 87°20'08"E, with a radius of 35.99 feet, through an angle of 44°25'28", over an arch length of 27.91 feet to a point of compound curvature; thence along a left hand curve, whose center bears S49°08'30"W, with a radius of 5991.30 feet, through an angle of 3°07'30", over an arc length of 326.79 feet, to the point of commencement.

Prepared by Cinquini & Passarino, Inc.


James M. Dickey, PLS 7935



Date 3/15/2018

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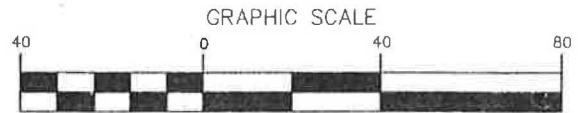
CITY OF SAN RAFAEL
3696 O.R. 159

EXHIBIT 'D'
THIS DIAGRAM IS FOR
GRAPHIC PURPOSES ONLY.
ANY ERRORS OR OMISSIONS
SHALL NOT EFFECT THE
LEGAL DESCRIPTION.



REFERENCE DEEDS

D12 N.W.P.R.R. TO STATE OF CA. - 2361 O.R. 199, M.C.R.
R10 RECORD OF SURVEY - 1999 MAPS 239, M.C.R.
R17 RECORD OF SURVEY - 2004 MAPS 170, M.C.R.



GRAPHIC SCALE

(IN FEET)

1 inch = 40 ft.

ABBREVIATIONS

- DN = DOCUMENT NUMBER
- P.U.E. = PUBLIC UTILITY EASEMENT
- = 3/4" IRON PIPE
- ▨ = EASEMENT AREA

THIS EXHIBIT WAS PREPARED BY ME OR
UNDER MY DIRECTION.

JAMES M. DICKEY, P.L.S. 7935

CINQUINI & PASSARINO, INC.

LAND SURVEYING

- ▲ BOUNDARY
- ▲ TOPOGRAPHIC
- ▲ CONSTRUCTION
- ▲ SUBDIVISIONS

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POINT OF BEGINNING
POINT OF COMMENCEMENT

PARCEL MAP - 26 P.M. 04
PARCEL 2

R=5991.30'
Δ=3°07'30"
L=326.79'

S54°25'31"E 232.87'
(S53°22'49"E 258.05)R10,
(N53°23'24"W 328.05)D12,
(S53°23'24" 328.14)R17

STATE CA.
1464 O.R. 159
APN 013-041-48

AREA ACQUIRED BY CALTRANS UNDER
AREA DEED, 1464 O.R. 159 M.C.R.
RELINQUISHED TO
CITY OF SAN RAFAEL
D.N. 2015-0017225

CITY OF SAN RAFAEL
D.N. 2015-0017225

FRANCISCO BOULEVARD
WEST

SAN RAFAEL
REDEVELOPMENT
AGENCY
D.N. 1982-025909

RAD BRG
N77°13'01"E

PARCEL
ONE

R=462.78'
Δ=2°17'51"
L=18.56'

S52°45'42"E 30.68'
(S51°52'21"E 30.68)R17
(S51°51'15"E 30.68)R10

S41°20'42"E 67.27'
(S40°37'22"E 67.96)R17
(S40°23'05"E 67.37)R10

RAD BRG
S49°08'30"W

R=35.99'
Δ=44°25'28"
L=27.91'

RAD BRG
N86°17'08"W

S35°55'51"W 50.45
(N36°51'10"E 376.51)R10
RICE DRIVE

JOB NAME: RICE DRIVE PARCELS

DESCRIPTION: R.O.W. PARCELS

DRAWN BY: TM

SCALE: 1" = 40'

JOB #: 7240-15

CHECKED BY:

DATE: 9/21/17

PAGE: 2 OF 2



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

**Prepared by: Bill Guerin,
Director of Public Works**

City Manager Approval:

File No.: 01.15.07

TOPIC: SENATE BILL 1: 2019-20 PROJECTS

SUBJECT: RESOLUTION APPROVING THE FY 2019-20 PROJECTS LIST FOR SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT

RECCOMENDATION: Adopt a resolution approving the FY 2019-20 projects list for Senate Bill 1: The Road Repair and Accountability Act, and appropriating funding for listed projects.

BACKGROUND: For years, California’s streets and roads have been tremendously underfunded, and municipalities and agencies have deferred needed maintenance on State and local roads. The State gasoline tax (a percentage tax on each gallon of gas purchased) is the largest source of funding for local road maintenance and infrastructure projects and two major factors have contributed to a loss in revenue over the years statewide; (1) gas prices have fallen significantly and remained low since 2013, and (2) vehicles are becoming more fuel efficient.

Former California Governor Jerry Brown signed Senate Bill 1: The Road Repair and Accountability Act on April 28, 2017 to address the need for additional funding for transportation and infrastructure in California. Senate Bill 1:

- Increases per gallon fuel excise taxes
- Increases diesel fuel sales taxes and vehicle registration fees
- Provides for inflationary adjustments to tax rates in future years

Senate Bill 1 requires cities and counties to provide basic annual project reporting to the California Transportation Commission for all projects that will utilize the new SB 1 Road Maintenance and Rehabilitation Account (RMRA) funding.

In addition, prior to receiving RMRA funds for the fiscal year, a city or county must submit to the Commission a list of projects proposed to be funded with new RMRA funds. The proposed projects must be included in a city or county budget that is adopted by the applicable city council or county board of supervisors at a regular public meeting.

At the conclusion of each fiscal year in which RMRA funds are received and expended, cities must submit documentation to the California Transportation Commission that includes the following information for each completed RMRA project:

- A description including location;

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

- Total cost;
- Completion date; and
- Estimated useful life of the improvement.

ANALYSIS: Senate Bill 1 nearly doubled the revenues the City of San Rafael receives from the State for road infrastructure and transportation improvement projects. These revenue projections were released last spring and the additional funding available was factored into the project planning in the [FY 2018-19 Capital Improvement Program](#) (CIP).

	FY 2016-17	FY 2017-18	FY 2018-19 Updated 1- 22-19	FY 2019-20 Updated 1- 22-19
Standard Gas Tax allocation	\$1,164,325	\$1,274,529	\$1,242,407	\$1,538,371
Additional SB1 Allocation		\$418,677	\$1,030,140	\$1,072,269
Total State Gas Tax allocation	\$1,164,325	\$1,693,206	\$2,272,547	\$2,610,640

Total RMRA Allocations	\$2,521,086
-------------------------------	--------------------

Per the state guidelines, RMRA funds may be used towards “Complete Street” components, in addition to direct repairs to streets. These include pedestrian and bicycle safety projects, transit facilities, and drainage and stormwater capture projects in conjunction with any other allowable project.

FY 2017-18 through FY 2019-20 RMRA Project List:

Project	Status	FY 2017-18 RMRA Expenditures (Actuals)	FY 2018-19 RMRA Expenditures (proj.)	FY 2019-20 RMRA Expenditures (proj.)
Lincoln Avenue Curb Ramps	<i>Under design</i>	\$4,371	\$120,550	\$455,000
Smith Ranch Road Resurfacing	<i>Under design</i>	\$7,769		\$1,500,000
Citywide Thermoplastic Road Re-striping	<i>Out to bid</i>		\$600,000	
Merrydale Pathway Design	<i>Under design</i>	\$4,006	\$135,719	
Total		\$16,147	\$856,369	\$1,955,000

Total FY 2017-18 through FY 2019-20 RMRA Expenditures (proj.)	\$2,827,416
--	--------------------

**The total of \$2,827,416 is higher than the projected revenue the City anticipates receiving in RMRA funding over the three-year period (\$2,521,086). Per the recommendation of local transportation funding agencies (MTC and TAM), the City is submitting a list of RMRA projects to the State for higher than the anticipated revenues to allow flexibility for (1) what projects are prioritized for RMRA expenditures and (2) additional projects in the event that RMRA revenues are higher than anticipated.*

See Attachment 1 for descriptions and detail for RMRA project list.

FISCAL IMPACT: RMRA revenues will be deposited into Gas Tax Fund (#206), and projects will be expended from the Gas Tax Fund (#206). Expenditure details for all RMRA projects will be submitted to the State on an annual basis per the Road Repair and Accountability Act guidelines.

Finally, there is a Maintenance of Effort (MOE) requirement with receiving RMRA funding. Pursuant to Streets and Highways Code Section 2036, a city or county must annually expend from its general fund for street, road, and highway purposes an amount not less than the annual average of its expenditures from its general fund during fiscal years 2009–10, 2010–11, and 2011–12. If a city or county fails to meet the MOE in a fiscal year, they can make it up in the following fiscal year.

The following are the City's general fund expenditures in street and road repair for the three fiscal years used for the MOE:

	FY 2009-10	FY 2010-11	FY 2011-12	AVERAGE
Annual street and road expenditures	\$3,286,015	\$2,131,621	\$3,516,476	\$2,978,037

Figures are based on the numbers reported to the State Controller's Office in the annual streets and roads report. The City has satisfied the MOE requirement for RMRA funds as streets and roads expenditures are currently higher than their FY 2009-10 to FY 2011-12 average.

OPTIONS:

1. Adopt the resolution which approves FY 2019-20 projects list funded by Senate Bill 1.
2. Do not adopt the resolution and direct staff to revise the list of RMRA-funded projects.
3. Do not adopt the resolution and provide direction to staff.

RECOMMENDATION:

Adopt a resolution approving the FY 2019-20 projects list for Senate Bill 1: The Road Repair and Accountability Act, and appropriating funding for listed projects.

ATTACHMENTS:

1. Resolution including FY 2019-20 Project List
2. Estimated RMRA funding for San Rafael (California City Finance)

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL APPROVING
THE FY 2019-20 PROJECTS LIST FOR SENATE BILL 1: THE ROAD REPAIR AND
ACCOUNTABILITY ACT**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of San Rafael are aware of the projects proposed for funding in our community and of which projects have been completed each fiscal year; and

WHEREAS, prior to receiving funding from the Road Maintenance and Rehabilitation Account (RMRA) created by SB 1, the City Council must adopt a resolution listing all San Rafael projects proposed to receive RMRA funding, including a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated \$1,072,269 in RMRA funding in Fiscal Year 2019-20 from SB 1; and

WHEREAS, the funding from SB 1 for Fiscal Year 2019-20 will help the City to maintain and rehabilitate streets and roads, essential roadway drainage projects, and bicycle and pedestrian improvements throughout the City this year; and

WHEREAS, without revenue from SB 1, the City, would have otherwise been unable to fund these important transportation improvements and projects; and

WHEREAS, the SB 1 project list, and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will all have significant positive co-benefits statewide;

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of San

Rafael, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The City Council hereby approves the Fiscal Year 2019-20 list of projects planned to be funded with SB 1 revenues, as follows:

Smith Ranch Road and Lucas Valley Road Resurfacing

Project Description: The project will remove and replace the top 4” of asphalt, install new roadway striping, and minor electrical work at the traffic signals. Installation of new wheelchair ramps will be installed to comply with federal law. This project is a high priority due to the existing asphalt having exceeded its useful lifespan. Once completed, the useful life of this newly paved asphalt is approximately 20 years.

Project Location: The project will resurface Lucas Valley/Smith Ranch Roads from Los Gamos Dr on the west to Redwood Highway on the east, including the roadway under Highway 101.

Proposed Schedule for Completion: Spring, 2020. The majority of the roadway falls within Caltrans property (due to Highway 101), the City is coordinating with both the adjacent private developer, Caltrans, and the County for approval and adjustments to the signalized intersection.

Lincoln Avenue Curb Ramps

Project Description: The project will install new wheelchair ramps at intersections prior to roadway resurfacing to comply with federal law. Additionally, minor traffic signal upgrades will be necessary at the intersection of Lincoln Avenue/Paloma Avenue. The SB 1 funding will be used for the design portion of the project.

Project Location: The project will install wheelchair ramps on Lincoln Avenue from the north side of Mission Avenue to Prospect Drive.

Proposed Schedule for Completion: The City is currently nearing completion of the design of the new curb ramps. It is estimated that construction may occur during summer 2020 and take approximately four to five months to construct. The Useful Life of the wheelchair ramps may be 40 years.

I, Lindsay Lara, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City on the 2nd day of April 2019, by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Lindsay Lara, City Clerk

File No. 01.15.06

Local Streets and Roads - Projected Revenues

Estimated 22 January 2019

	2018-19				2019-20			
	Hwy Users Tax Account	SB1 Loan Repayment	SB1 Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	SB1 Loan Repayment	SB1 Road Mntnc Rehab Acct	TOTAL
ALAMEDA COUNTY								
ALAMEDA	1,580,149	88,934	1,250,532	2,919,615	1,965,176	88,934	1,305,312	3,359,422
ALBANY	387,586	21,486	302,124	711,196	480,607	21,486	315,358	817,452
BERKELEY	2,437,736	137,438	1,932,558	4,507,732	3,032,752	137,438	2,017,214	5,187,404
DUBLIN	1,269,573	71,317	1,002,813	2,343,704	1,578,330	71,317	1,046,742	2,696,389
EMERYVILLE	246,249	13,526	190,189	449,963	304,806	13,526	198,520	516,852
FREMONT	4,695,484	265,506	3,733,360	8,694,349	5,844,950	265,506	3,896,900	10,007,356
HAYWARD	3,236,064	182,722	2,569,312	5,988,098	4,027,131	182,722	2,681,861	6,891,715
LIVERMORE	1,829,611	103,085	1,449,506	3,382,202	2,275,901	103,085	1,513,002	3,891,987
NEWARK	954,476	53,529	752,685	1,760,689	1,186,220	53,529	785,656	2,025,405
OAKLAND	8,540,166	483,590	6,799,916	15,823,672	10,633,796	483,590	7,097,788	18,215,174
PIEDMONT	232,809	12,763	179,470	425,042	288,066	12,763	187,331	488,161
PLEASANTON	1,586,869	89,315	1,255,891	2,932,075	1,973,546	89,315	1,310,906	3,373,767
SAN LEANDRO	1,753,807	98,785	1,389,043	3,241,634	2,181,480	98,785	1,449,890	3,730,154
UNION CITY	1,463,410	82,312	1,157,419	2,703,141	1,819,768	82,312	1,208,120	3,110,201
County of Alameda	23,549,307	1,153,905	16,225,433	40,928,645	28,522,627	1,153,905	16,936,192	46,612,724
Total Cities & County: Alameda	53,763,296	2,858,213	40,190,250	96,811,758	66,115,156	2,858,213	41,950,794	110,924,163
ALPINE COUNTY								
County of Alpine	528,812	22,019	309,611	860,442	625,898	22,019	323,173	971,090
AMADOR COUNTY								
AMADOR	9,594	210	2,949	12,753	10,501	210	3,079	13,789
IONE	171,149	9,087	127,776	308,012	210,465	9,087	133,373	352,925
JACKSON	101,232	5,277	74,195	180,703	124,061	5,277	77,445	206,783
PLYMOUTH	26,298	1,133	15,936	43,367	31,201	1,133	16,634	48,969
SUTTER CREEK	56,810	2,820	39,658	99,289	69,012	2,820	41,396	113,228
County of Amador	1,653,127	106,655	1,499,708	3,259,490	2,116,609	106,655	1,565,403	3,788,667
Total Cities & County: Amador	2,018,209	125,182	1,760,223	3,903,614	2,561,850	125,182	1,837,330	4,524,362
BUTTE COUNTY								
BIGGS	44,616	2,157	30,334	77,107	53,950	2,157	31,663	87,771
CHICO	1,886,078	104,141	1,464,364	3,454,583	2,336,711	104,141	1,528,510	3,969,362
GRIDLEY	147,554	7,823	110,000	265,377	181,405	7,823	114,819	304,047
OROVILLE	376,949	20,461	287,710	685,120	465,487	20,461	300,313	786,261
PARADISE	582,372	29,965	421,353	1,033,690	712,037	29,965	439,810	1,181,812
County of Butte	5,767,105	376,884	5,299,486	11,443,475	7,404,425	376,884	5,531,631	13,312,940
Total Cities & County: Butte	8,804,674	541,432	7,613,246	16,959,352	11,154,015	541,432	7,946,746	19,642,193

Local Streets and Roads - Projected Revenues

Estimated 22 January 2019

	2018-19				2019-20			
	Hwy Users Tax Account	SB1 Loan Repayment	SB1 Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	SB1 Loan Repayment	SB1 Road Mntnc Rehab Acct	TOTAL
CALAVERAS COUNTY								
ANGELS CAMP	97,222	4,647	65,347	167,216	117,284	4,647	68,209	190,140
County of Calaveras	2,450,379	162,401	2,283,579	4,896,359	3,156,681	162,401	2,383,612	5,702,694
Total City & County: Calaveras	2,547,601	167,048	2,348,926	5,063,575	3,273,965	167,048	2,451,821	5,892,834
COLUSA COUNTY								
COLUSA	121,557	7,038	98,964	227,559	152,084	7,038	103,299	262,420
WILLIAMS	107,288	6,163	86,659	200,110	134,019	6,163	90,455	230,637
County of Colusa	1,704,943	127,465	1,792,331	3,624,739	2,263,439	127,465	1,870,845	4,261,749
Total Cities & County: Colusa	1,933,788	140,666	1,977,953	4,052,407	2,549,542	140,666	2,064,598	4,754,806
CONTRA COSTA COUNTY								
ANTIOCH	2,286,160	127,499	1,792,810	4,206,470	2,838,005	127,499	1,871,344	4,836,849
BRENTWOOD	1,278,794	71,093	999,658	2,349,545	1,586,499	71,093	1,043,448	2,701,040
CLAYTON	237,445	12,891	181,262	431,598	293,239	12,891	189,202	495,332
CONCORD	2,609,564	145,653	2,048,076	4,803,293	3,239,983	145,653	2,137,793	5,523,429
DANVILLE	902,702	50,066	703,988	1,656,755	1,119,396	50,066	734,826	1,904,288
EL CERRITO	510,817	28,124	395,458	934,399	632,543	28,124	412,781	1,073,448
HERCULES	539,500	29,678	417,309	986,487	667,952	29,678	435,589	1,133,219
LAFAYETTE	526,201	28,931	406,812	961,944	651,422	28,931	424,632	1,104,985
MARTINEZ	776,157	42,962	604,105	1,423,224	962,106	42,962	630,568	1,635,636
MORAGA	350,144	19,161	269,427	638,731	433,076	19,161	281,229	733,466
OAKLEY	849,384	47,073	661,903	1,558,360	1,053,124	47,073	690,898	1,791,095
ORINDA	394,502	21,651	304,439	720,592	488,211	21,651	317,775	827,637
PINOLE	395,245	21,693	305,026	721,963	489,135	21,693	318,387	829,215
PITTSBURG	1,471,756	81,924	1,151,965	2,705,644	1,826,342	81,924	1,202,427	3,110,693
PLEASANT HILL	715,305	39,546	556,074	1,310,925	886,470	39,546	580,433	1,506,449
RICHMOND	2,244,092	125,138	1,759,605	4,128,836	2,785,717	125,138	1,836,685	4,747,540
SAN PABLO	645,494	35,628	500,971	1,182,092	799,697	35,628	522,916	1,358,241
SAN RAMON	1,672,572	93,197	1,310,471	3,076,240	2,075,949	93,197	1,367,877	3,537,022
WALNUT CREEK	1,431,978	79,691	1,120,568	2,632,237	1,776,900	79,691	1,169,654	3,026,246
County of Contra Costa	19,935,692	966,717	13,593,317	34,495,726	24,101,522	966,717	14,188,776	39,257,015
Total Cities & County: Contra Costa	39,773,504	2,068,315	29,083,242	70,925,061	48,707,291	2,068,315	30,357,241	81,132,847

Local Streets and Roads - Projected Revenues

Estimated 22 January 2019

	2018-19				2019-20			
	Hwy Users Tax Account	SB1 Loan Repayment	SB1 Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	SB1 Loan Repayment	SB1 Road Mntnc Rehab Acct	TOTAL
DEL NORTE COUNTY								
CRESCENT CITY	152,411	8,619	121,195	282,225	189,765	8,619	126,504	324,888
County of Del Norte	920,290	65,915	926,852	1,913,057	1,207,333	65,915	967,453	2,240,701
Total City & County: Del Norte	1,072,701	74,534	1,048,047	2,195,282	1,397,098	74,534	1,093,957	2,565,589
EL DORADO COUNTY								
PLACERVILLE	239,594	12,001	168,750	420,346	291,428	12,001	176,143	479,571
SOUTH LAKE TAHOE	1,531,819	24,688	347,142	1,903,649	1,638,447	24,688	362,348	2,025,483
County of El Dorado	7,334,546	344,270	4,840,887	12,519,703	8,827,538	344,270	5,052,943	14,224,751
Total Cities & County: El Dorado	9,105,959	380,959	5,356,779	14,843,697	10,757,413	380,959	5,591,434	16,729,806
FRESNO COUNTY								
CLOVIS	2,205,687	128,426	1,805,844	4,139,958	2,762,136	128,426	1,884,950	4,775,512
COALINGA	356,759	20,397	286,806	663,961	445,134	20,397	299,369	764,901
FIREBAUGH	162,859	9,148	128,632	300,639	202,495	9,148	134,267	345,910
FOWLER	126,865	7,038	98,964	232,866	157,359	7,038	103,299	267,696
FRESNO	10,381,222	607,077	8,536,307	19,524,606	13,011,579	607,077	8,910,242	22,528,898
HURON	147,276	8,234	115,788	271,299	182,955	8,234	120,860	312,049
KERMAN	298,968	17,009	239,171	555,148	372,665	17,009	249,648	639,323
KINGSBURG	246,198	13,975	196,500	456,673	306,747	13,975	205,108	525,829
MENDOTA	239,638	13,590	191,093	444,321	298,521	13,590	199,464	511,574
ORANGE COVE	188,965	10,678	150,150	349,793	235,232	10,678	156,727	402,638
PARLIER	306,855	17,472	245,673	569,999	382,556	17,472	256,434	656,462
REEDLEY	518,492	29,760	418,467	966,719	647,438	29,760	436,798	1,113,995
SANGER	523,456	30,051	422,558	976,064	653,662	30,051	441,068	1,124,781
SAN JOAQUIN	85,042	4,645	65,315	155,002	105,168	4,645	68,176	177,989
SELMA	485,788	27,902	392,334	906,024	606,681	27,902	409,521	1,044,103
County of Fresno	18,852,976	1,177,194	16,552,896	36,583,066	23,962,305	1,177,194	17,278,000	42,417,499
Total Cities & County: Fresno	35,127,045	2,122,596	29,846,497	67,096,138	44,332,633	2,122,596	31,153,931	77,609,160
GLENN COUNTY								
ORLAND	158,613	8,945	125,778	293,336	197,375	8,945	131,288	337,607
WILLOWS	124,813	6,953	97,774	229,541	154,945	6,953	102,057	263,956
County of Glenn	2,067,476	155,052	2,180,237	4,402,765	2,746,861	155,052	2,275,743	5,177,656
Total Cities & County: Glenn	2,350,902	170,950	2,403,789	4,925,642	3,099,181	170,950	2,509,088	5,779,219

Local Streets and Roads - Projected Revenues

Estimated 22 January 2019

	2018-19				2019-20			
	Hwy Users Tax Account	SB1 Loan Repayment	SB1 Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	SB1 Loan Repayment	SB1 Road Mntnc Rehab Acct	TOTAL
HUMBOLDT COUNTY								
ARCATA	383,439	20,748	291,737	695,924	473,208	20,748	304,517	798,473
BLUE LAKE	31,865	1,443	20,297	53,605	38,110	1,443	21,186	60,740
EUREKA	564,492	30,663	431,168	1,026,323	697,164	30,663	450,056	1,177,883
FERNDALE	33,718	1,546	21,740	57,004	40,407	1,546	22,692	64,646
FORTUNA	253,012	13,580	190,950	457,542	311,768	13,580	199,315	524,663
RIO DELL	74,383	3,798	53,406	131,587	90,816	3,798	55,746	150,360
TRINIDAD	13,273	414	5,820	19,507	15,064	414	6,074	21,552
County of Humboldt	4,315,656	298,116	4,191,909	8,805,681	5,612,495	298,116	4,375,537	10,286,148
Total Cities & County: Humboldt	5,669,837	370,308	5,207,027	11,247,173	7,279,033	370,308	5,435,123	13,084,464
IMPERIAL COUNTY								
BRAWLEY	544,958	30,918	434,752	1,010,628	678,880	30,918	453,796	1,163,594
CALEXICO	813,468	46,460	653,293	1,513,222	1,014,711	46,460	681,911	1,743,082
CALIPATRIA	156,914	8,689	122,178	287,782	194,551	8,689	127,530	330,770
EL CENTRO	913,142	52,230	734,418	1,699,789	1,139,374	52,230	766,589	1,958,193
HOLTVILLE	133,457	7,331	103,086	243,875	165,212	7,331	107,602	280,146
IMPERIAL	386,219	21,846	307,182	715,247	480,845	21,846	320,638	823,329
WESTMORLAND	51,097	2,622	36,868	90,587	62,454	2,622	38,483	103,559
County of Imperial	6,840,010	533,464	7,501,204	14,874,678	9,176,549	533,464	7,829,796	17,539,809
Total Cities & County: Imperial	9,839,265	703,560	9,892,981	20,435,806	12,912,576	703,560	10,326,345	23,942,481
INYO COUNTY								
BISHOP	84,501	4,423	62,191	151,115	103,645	4,423	64,916	172,983
County of Inyo	2,560,561	186,724	2,625,581	5,372,866	3,379,263	186,724	2,740,595	6,306,582
Total City & County: Inyo	2,645,062	191,147	2,687,772	5,523,981	3,482,908	191,147	2,805,511	6,479,565

Local Streets and Roads - Projected Revenues

Estimated 22 January 2019

	2018-19				2019-20			
	Hwy Users Tax Account	SB1 Loan Repayment	SB1 Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	SB1 Loan Repayment	SB1 Road Mntnc Rehab Acct	TOTAL
KERN COUNTY								
ARVIN	415,138	24,467	344,034	783,638	521,221	24,467	359,104	904,792
BAKERSFIELD	7,241,963	436,240	6,134,112	13,812,314	9,133,423	436,240	6,402,818	15,972,481
CALIFORNIA CITY	285,704	16,775	235,873	538,352	358,436	16,775	246,206	621,416
DELANO	1,007,635	60,080	844,798	1,912,513	1,268,129	60,080	881,805	2,210,014
MARICOPA	27,397	1,304	18,331	47,031	33,049	1,304	19,134	53,487
MCFARLAND	291,001	17,034	239,520	547,555	364,857	17,034	250,012	631,904
RIDGECREST	549,270	32,503	457,031	1,038,804	690,196	32,503	477,051	1,199,750
SHAFTER	368,833	21,732	305,581	696,145	463,059	21,732	318,967	803,757
TAFT	183,949	10,693	150,356	344,998	230,311	10,693	156,943	397,947
TEHACHAPI	277,091	16,255	228,563	521,909	347,569	16,255	238,575	602,399
WASCO	528,140	31,227	439,097	998,464	663,536	31,227	458,331	1,153,095
County of Kern	18,220,104	1,100,640	15,476,456	34,797,200	22,992,829	1,100,640	16,154,406	40,247,875
Total Cities & County: Kern	29,396,224	1,768,948	24,873,751	56,038,923	37,066,615	1,768,948	25,963,352	64,798,916
KINGS COUNTY								
AVENAL	300,468	17,485	245,863	563,816	376,268	17,485	256,633	650,386
CORCORAN	476,563	27,982	393,460	898,004	597,867	27,982	410,696	1,036,544
HANFORD	1,106,661	65,605	922,498	2,094,764	1,391,069	65,605	962,908	2,419,582
LEMOORE	497,860	29,199	410,570	937,628	624,439	29,199	428,555	1,082,193
County of Kings	3,167,189	228,454	3,212,358	6,608,001	4,161,643	228,454	3,353,077	7,743,174
Total Cities & County: Kings	5,548,740	368,725	5,184,749	11,102,214	7,151,286	368,725	5,411,869	12,931,879
LAKE COUNTY								
CLEARLAKE	321,204	17,950	252,396	591,550	398,939	17,950	263,452	680,341
LAKEPORT	107,565	5,790	81,410	194,765	132,639	5,790	84,976	223,404
County of Lake	2,473,305	160,894	2,262,387	4,896,586	3,172,258	160,894	2,361,491	5,694,643
Total Cities & County: Lake	2,902,075	184,633	2,596,193	5,682,901	3,703,836	184,633	2,709,919	6,598,389
LASSEN COUNTY								
SUSANVILLE	428,315	20,239	284,586	733,140	516,058	20,239	297,052	833,349
County of Lassen	2,311,966	156,533	2,201,055	4,669,554	2,997,926	156,533	2,297,472	5,451,931
Total City & County: Lassen	2,740,281	176,772	2,485,641	5,402,694	3,513,984	176,772	2,594,524	6,285,280

Local Streets and Roads - Projected Revenues

Estimated 22 January 2019

LOS ANGELES COUNTY

	2018-19				2019-20			
	Hwy Users Tax Account	SB1 Loan Repayment	SB1 Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	SB1 Loan Repayment	SB1 Road Mntnc Rehab Acct	TOTAL
AGOURA HILLS	423,171	23,544	331,063	777,777	525,112	23,544	345,565	894,221
ALHAMBRA	1,728,209	97,733	1,374,248	3,200,190	2,151,370	97,733	1,434,447	3,683,550
ARCADIA	1,154,801	65,073	915,013	2,134,887	1,436,553	65,073	955,096	2,456,722
ARTESIA	341,270	18,936	266,271	626,478	423,261	18,936	277,935	720,133
AVALON	82,364	4,361	61,319	148,044	101,246	4,361	64,005	169,612
AZUSA	999,856	56,333	792,121	1,848,311	1,243,767	56,333	826,820	2,126,921
BALDWIN PARK	1,531,067	86,504	1,216,360	2,833,931	1,905,611	86,504	1,269,643	3,261,758
BELL	730,011	40,964	576,006	1,346,981	907,376	40,964	601,238	1,549,578
BELLFLOWER	1,550,352	87,602	1,231,805	2,869,759	1,929,651	87,602	1,285,764	3,303,018
BELL GARDENS	863,181	48,549	682,660	1,594,390	1,073,387	48,549	712,564	1,834,500
BEVERLY HILLS	693,956	38,910	547,130	1,279,997	862,430	38,910	571,098	1,472,438
BRADBURY	26,965	1,206	16,951	45,122	32,185	1,206	17,694	51,084
BURBANK	2,136,279	120,832	1,699,063	3,956,175	2,659,458	120,832	1,773,491	4,553,781
CALABASAS	490,845	27,399	385,262	903,505	609,475	27,399	402,139	1,039,012
CARSON	1,869,458	105,778	1,487,372	3,462,607	2,327,452	105,778	1,552,527	3,985,757
CERRITOS	1,003,415	56,451	793,770	1,853,636	1,247,834	56,451	828,542	2,132,827
CLAREMONT	732,407	41,100	577,925	1,351,432	910,362	41,100	603,241	1,554,703
COMMERCE	266,518	14,736	207,204	488,457	330,320	14,736	216,280	561,336
COMPTON	1,989,699	112,626	1,583,672	3,685,997	2,477,346	112,626	1,653,045	4,243,017
COVINA	981,086	55,264	777,089	1,813,439	1,220,369	55,264	811,129	2,086,763
CUDAHY	491,775	27,452	386,007	905,234	610,635	27,452	402,916	1,041,003
CULVER CITY	800,001	44,950	632,061	1,477,012	994,627	44,950	659,748	1,699,325
DIAMOND BAR	1,149,970	64,798	911,144	2,125,912	1,430,531	64,798	951,057	2,446,386
DOWNEY	2,274,815	128,723	1,810,015	4,213,553	2,832,158	128,723	1,889,303	4,850,184
DUARTE	445,643	24,824	349,060	819,527	553,126	24,824	364,351	942,301
EL MONTE	2,335,361	132,171	1,858,506	4,326,038	2,907,636	132,171	1,939,918	4,979,725
EL SEGUNDO	341,112	18,927	266,144	626,184	423,064	18,927	277,803	719,794
GARDENA	1,224,930	69,067	971,179	2,265,176	1,523,977	69,067	1,013,721	2,606,766
GLENDALE	4,084,276	231,784	3,259,187	7,575,247	5,087,851	231,784	3,401,957	8,721,592
GLENORA	1,055,784	59,433	835,712	1,950,930	1,313,118	59,433	872,321	2,244,873
HAWAIIAN GARDENS	298,177	16,539	232,559	547,275	369,787	16,539	242,746	629,072
HAWTHORNE	1,769,927	100,109	1,407,659	3,277,694	2,203,375	100,109	1,469,322	3,772,806
HERMOSA BEACH	398,312	22,185	311,955	732,453	494,370	22,185	325,620	842,176
HIDDEN HILLS	43,260	2,134	30,001	75,395	52,498	2,134	31,316	85,948

Local Streets and Roads - Projected Revenues

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	2018-19				2019-20			
	Hwy Users Tax Account	SB1 Loan Repayment	SB1 Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	SB1 Loan Repayment	SB1 Road Mntnc Rehab Acct	TOTAL
HUNTINGTON PARK	1,189,826	67,068	943,064	2,199,958	1,480,216	67,068	984,375	2,531,659
INDUSTRY	14,729	509	7,152	22,390	16,932	509	7,465	24,905
INGLEWOOD	2,263,193	128,061	1,800,707	4,191,960	2,817,670	128,061	1,879,587	4,825,318
IRWINDALE	34,509	1,635	22,993	59,137	41,589	1,635	24,000	67,224
LA CANADA FLINTRIDGE	419,310	23,324	327,971	770,605	520,299	23,324	342,337	885,961
LA HABRA HEIGHTS	114,786	6,151	86,484	207,420	141,416	6,151	90,273	237,839
LAKEWOOD	1,619,590	91,546	1,287,257	2,998,393	2,015,965	91,546	1,343,645	3,451,156
LA MIRADA	992,649	55,923	786,349	1,834,921	1,234,783	55,923	820,796	2,111,502
LANCASTER	3,212,096	182,107	2,560,670	5,954,873	4,000,582	182,107	2,672,841	6,855,530
LA PUENTE	816,356	45,882	645,158	1,507,396	1,015,014	45,882	673,420	1,734,316
LA VERNE	669,326	37,507	527,404	1,234,238	831,725	37,507	550,507	1,419,740
LAWDALE	676,196	37,899	532,907	1,247,002	840,290	37,899	556,251	1,434,439
LOMITA	419,943	23,360	328,478	771,782	521,089	23,360	342,867	887,316
LONG BEACH	9,489,989	539,675	7,588,549	17,618,214	11,826,669	539,675	7,920,967	20,287,312
LOS ANGELES	80,299,223	4,572,165	64,290,679	149,162,067	100,095,725	4,572,165	67,106,950	171,774,841
LYNWOOD	1,438,149	81,212	1,141,943	2,661,304	1,789,778	81,212	1,191,966	3,062,956
MALIBU	264,340	14,612	205,459	484,411	327,605	14,612	214,460	556,677
MANHATTAN BEACH	723,398	40,587	570,710	1,334,695	899,132	40,587	595,710	1,535,429
MAYWOOD	566,053	31,625	444,694	1,042,372	702,984	31,625	464,174	1,198,783
MONROVIA	778,757	43,740	615,046	1,437,543	968,143	43,740	641,988	1,653,871
MONTEBELLO	1,285,932	72,542	1,020,034	2,378,508	1,600,023	72,542	1,064,717	2,737,281
MONTEREY PARK	1,244,611	70,188	986,941	2,301,740	1,548,511	70,188	1,030,174	2,648,873
NORWALK	2,144,139	121,280	1,705,358	3,970,778	2,669,256	121,280	1,780,062	4,570,599
PALMDALE	3,161,013	179,198	2,519,759	5,859,970	3,936,902	179,198	2,630,138	6,746,238
PALOS VERDES ESTATES	275,467	15,245	214,371	505,084	341,477	15,245	223,762	580,484
PARAMOUNT	1,121,063	63,151	887,993	2,072,207	1,394,495	63,151	926,892	2,384,538
PASADENA	2,873,586	162,827	2,289,563	5,325,976	3,578,593	162,827	2,389,858	6,131,277
PICO RIVERA	1,284,605	72,466	1,018,972	2,376,043	1,598,369	72,466	1,063,608	2,734,443
POMONA	3,097,299	175,569	2,468,731	5,741,599	3,857,475	175,569	2,576,874	6,609,919
RANCHO PALOS VERDES	856,687	48,179	677,459	1,582,325	1,065,291	48,179	707,136	1,820,606
REDONDO BEACH	1,372,059	77,447	1,089,012	2,538,518	1,707,390	77,447	1,136,717	2,921,554
ROLLING HILLS (2)								
ROLLING HILLS ESTATES	167,392	9,147	128,616	305,155	206,996	9,147	134,250	350,393
ROSEMEAD	1,106,550	62,325	876,370	2,045,244	1,376,403	62,325	914,759	2,353,487
SAN DIMAS	694,016	38,914	547,178	1,280,107	862,504	38,914	571,147	1,472,565

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	2018-19				2019-20			
	Hwy Users Tax Account	SB1 Loan Repayment	SB1 Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	SB1 Loan Repayment	SB1 Road Mntnc Rehab Acct	TOTAL
SAN FERNANDO	496,903	27,744	390,114	914,761	617,028	27,744	407,203	1,051,975
SAN GABRIEL	820,989	46,146	648,869	1,516,003	1,020,790	46,146	677,293	1,744,228
SAN MARINO	270,577	14,967	210,454	495,998	335,380	14,967	219,673	570,020
SANTA CLARITA	4,303,118	244,248	3,434,455	7,981,821	5,360,662	244,248	3,584,902	9,189,812
SANTA FE SPRINGS	371,821	20,676	290,738	683,236	461,345	20,676	303,474	785,496
SANTA MONICA	1,842,075	104,218	1,465,442	3,411,735	2,293,317	104,218	1,529,636	3,927,171
SIERRA MADRE	225,315	12,389	174,205	411,910	278,957	12,389	181,836	473,182
SIGNAL HILL	240,422	13,249	186,304	439,976	297,789	13,249	194,465	505,504
SOUTH EL MONTE	423,250	23,549	331,126	777,925	525,211	23,549	345,631	894,391
SOUTH GATE	1,955,268	110,665	1,556,096	3,622,030	2,434,424	110,665	1,624,262	4,169,351
SOUTH PASADENA	526,513	29,373	413,028	968,914	653,693	29,373	431,120	1,114,187
TEMPLE CITY	731,714	41,061	577,370	1,350,144	909,498	41,061	602,662	1,553,221
TORRANCE	2,969,752	168,304	2,366,580	5,504,636	3,698,473	168,304	2,470,249	6,337,026
VERNON	9,938	236	3,314	13,488	10,959	236	3,459	14,654
WALNUT	613,828	34,346	482,957	1,131,132	762,541	34,346	504,113	1,301,001
WEST COVINA	2,157,979	122,068	1,716,443	3,996,490	2,686,509	122,068	1,791,632	4,600,209
WEST HOLLYWOOD	737,891	41,413	582,317	1,361,621	917,199	41,413	607,826	1,566,438
WESTLAKE VILLAGE	172,283	9,425	132,533	314,241	213,093	9,425	138,339	360,857
WHITTIER	1,742,148	98,526	1,385,411	3,226,086	2,168,746	98,526	1,446,100	3,713,373
County of Los Angeles	141,235,026	6,955,959	97,809,968	246,000,953	171,219,663	6,955,959	102,094,561	280,270,183
Total Cities & County: Los Angeles	324,841,901	17,358,630	244,085,249	586,285,780	399,867,888	17,358,630	254,777,471	672,003,988

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	2018-19				2019-20			
	Hwy Users Tax Account	SB1 Loan Repayment	SB1 Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	SB1 Loan Repayment	SB1 Road Mntnc Rehab Acct	TOTAL
MADERA COUNTY								
CHOWCHILLA	354,947	21,240	298,667	674,854	447,076	21,240	311,750	780,067
MADERA	1,229,374	74,682	1,050,131	2,354,187	1,553,306	74,682	1,096,132	2,724,120
County of Madera	4,540,092	335,331	4,715,191	9,590,614	6,000,528	335,331	4,921,741	11,257,600
Total Cities & County: Madera	6,124,413	431,254	6,063,989	12,619,655	8,000,910	431,254	6,329,623	14,761,787
MARIN COUNTY								
BELVEDERE	49,101	2,408	33,855	85,364	59,520	2,408	35,338	97,265
CORTE MADERA	211,408	11,321	159,189	381,918	260,396	11,321	166,162	437,879
FAIRFAX	159,603	8,496	119,467	287,565	196,367	8,496	124,700	329,563
LARKSPUR	258,300	13,928	195,850	468,078	318,570	13,928	204,429	536,927
MILL VALLEY	311,276	16,874	237,269	565,418	384,292	16,874	247,662	648,828
NOVATO	1,118,689	61,517	865,016	2,045,222	1,384,886	61,517	902,908	2,349,311
ROSS	57,174	2,856	40,166	100,196	69,534	2,856	41,925	114,316
SAN ANSELMO	271,463	14,660	206,141	492,264	334,900	14,660	215,171	564,731
SAN RAFAEL	1,242,407	68,396	961,744	2,272,547	1,538,371	68,396	1,003,873	2,610,640
SAUSALITO	153,356	8,149	114,583	276,087	188,617	8,149	119,602	316,368
TIBURON	202,478	10,880	152,988	366,347	249,558	10,880	159,690	420,129
County of Marin	4,855,455	260,761	3,666,647	8,782,863	5,982,648	260,761	3,827,265	10,070,674
Total Cities & County: Marin	8,890,709	480,247	6,752,914	16,123,870	10,967,658	480,247	7,048,726	18,496,632
MARIPOSA COUNTY								
County of Mariposa	1,478,302	103,730	1,458,583	3,040,615	1,932,545	103,730	1,522,477	3,558,752
MENDOCINO COUNTY								
FORT BRAGG	158,649	8,471	119,118	286,238	195,309	8,471	124,336	328,116
POINT ARENA	14,876	506	7,120	22,502	17,067	506	7,432	25,005
UKIAH	336,795	18,298	257,296	612,389	415,981	18,298	268,567	702,846
WILLITS	110,458	5,783	81,315	197,556	135,484	5,783	84,877	226,144
County of Mendocino	3,473,419	241,069	3,389,752	7,104,240	4,522,183	241,069	3,538,241	8,301,493
Total Cities & County: Mendocino	4,094,197	274,128	3,854,600	8,222,925	5,286,024	274,128	4,023,452	9,583,604

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	2018-19				2019-20			
	Hwy Users Tax Account	SB1 Loan Repayment	SB1 Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	SB1 Loan Repayment	SB1 Road Mntnc Rehab Acct	TOTAL
MERCED COUNTY								
ATWATER	600,479	35,224	495,294	1,130,997	753,167	35,224	516,990	1,305,381
DOS PALOS	114,013	6,404	90,052	210,469	141,774	6,404	93,997	242,175
GUSTINE	117,694	6,624	93,144	217,462	146,408	6,624	97,224	250,257
LIVINGSTON	278,296	16,158	227,199	521,653	348,336	16,158	237,152	601,645
LOS BANOS	784,567	46,220	649,916	1,480,702	984,920	46,220	678,385	1,709,525
MERCED	1,650,036	97,828	1,375,596	3,123,461	2,074,099	97,828	1,435,854	3,607,782
County of Merced	6,391,782	446,262	6,275,028	13,113,072	8,332,913	446,262	6,549,907	15,329,082
Total Cities & County: Merced	9,936,867	654,720	9,206,229	19,797,816	12,781,616	654,720	9,609,510	23,045,846
MODOC COUNTY								
ALTURAS	62,008	3,234	45,478	110,720	76,025	3,234	47,470	126,729
County of Modoc	2,114,728	152,668	2,146,716	4,414,112	2,784,479	152,668	2,240,754	5,177,901
Total City & County: Modoc	2,176,736	155,902	2,192,194	4,524,832	2,860,504	155,902	2,288,224	5,304,630
MONO COUNTY								
MAMMOTH LAKES	2,049,849	9,378	131,867	2,191,094	2,090,293	9,378	137,643	2,237,314
County of Mono	1,717,143	113,019	1,589,202	3,419,364	2,212,935	113,019	1,658,818	3,984,772
Total City & County: Mono	3,766,992	122,397	1,721,069	5,610,458	4,303,228	122,397	1,796,461	6,222,086
MONTEREY COUNTY								
CARMEL-BY-THE-SEA	76,740	4,229	59,464	140,432	95,070	4,229	62,069	161,367
DEL REY OAKS	37,808	1,908	26,830	66,546	46,079	1,908	28,005	75,992
GONZALES	169,242	9,684	136,164	315,090	211,216	9,684	142,129	363,029
GREENFIELD	349,442	20,307	285,537	655,286	437,462	20,307	298,045	755,814
KING CITY	289,288	16,780	235,952	542,021	362,023	16,780	246,288	625,091
MARINA	433,999	25,288	355,578	814,865	543,610	25,288	371,154	940,052
MONTEREY	546,592	31,940	449,118	1,027,650	685,038	31,940	468,792	1,185,769
PACIFIC GROVE	305,043	17,660	248,321	571,024	381,591	17,660	259,199	658,449
SALINAS	3,075,300	182,445	2,565,411	5,823,156	3,866,117	182,445	2,677,790	6,726,351
SAND CITY	13,253	444	6,248	19,945	15,179	444	6,521	22,145
SEASIDE	659,092	38,646	543,420	1,241,159	826,608	38,646	567,225	1,432,479
SOLEDAD	507,301	29,598	416,183	953,082	635,594	29,598	434,414	1,099,606
County of Monterey	8,731,731	500,773	7,041,526	16,274,030	10,900,308	500,773	7,349,982	18,751,063
Total Cities & County: Monterey	15,194,832	879,701	12,369,752	28,444,286	19,005,893	879,701	12,911,613	32,797,207

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	2018-19				2019-20			
	Hwy Users Tax Account	Loan Repayment	Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	Loan Repayment	Road Mntnc Rehab Acct	TOTAL
NAPA COUNTY								
AMERICAN CANYON	411,816	23,671	332,839	768,325	514,387	23,671	347,419	885,477
CALISTOGA	108,961	6,015	84,581	199,557	135,026	6,015	88,286	229,328
NAPA	1,552,239	90,671	1,274,952	2,917,861	1,945,141	90,671	1,330,801	3,366,613
SAINT HELENA	123,977	6,899	97,013	227,889	153,873	6,899	101,263	262,035
YOUNTVILLE	61,975	3,308	46,509	111,791	76,308	3,308	48,546	128,161
County of Napa	3,251,816	184,423	2,593,233	6,029,472	4,050,363	184,423	2,706,830	6,941,616
Total Cities & County: Napa	5,510,783	314,986	4,429,126	10,254,896	6,875,098	314,986	4,623,145	11,813,230
NEVADA COUNTY								
GRASS VALLEY	321,279	14,706	206,791	542,777	384,618	14,706	215,850	615,174
NEVADA CITY	83,347	3,638	51,155	138,139	99,015	3,638	53,396	156,048
TRUCKEE	2,019,700	18,811	264,511	2,303,023	2,100,718	18,811	276,098	2,395,627
County of Nevada	3,319,485	188,581	2,651,698	6,159,764	4,137,279	188,581	2,767,856	7,093,716
Total Cities & County: Nevada	5,743,811	225,737	3,174,155	9,143,703	6,721,630	225,737	3,313,199	10,260,566

Local Streets and Roads - Projected Revenues

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	2018-19				2019-20			
	Hwy Users Tax Account	SB1 Loan Repayment	SB1 Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	SB1 Loan Repayment	SB1 Road Mntnc Rehab Acct	TOTAL
ORANGE COUNTY								
ALISO VIEJO	1,058,111	58,584	823,772	1,940,467	1,311,664	58,584	859,857	2,230,105
ANAHEIM	7,203,298	402,685	5,662,286	13,268,269	8,946,117	402,685	5,910,324	15,259,127
BREA	914,486	50,623	711,821	1,676,930	1,133,580	50,623	743,003	1,927,206
BUENA PARK	1,703,213	94,722	1,331,910	3,129,844	2,113,167	94,722	1,390,255	3,598,143
COSTA MESA	2,335,837	130,020	1,828,250	4,294,107	2,898,562	130,020	1,908,337	4,936,919
CYPRESS	1,016,913	56,360	792,502	1,865,775	1,260,840	56,360	827,218	2,144,418
DANA POINT	696,687	38,422	540,264	1,275,373	862,977	38,422	563,931	1,465,330
FOUNTAIN VALLEY	1,158,163	64,189	902,581	2,124,933	1,435,972	64,189	942,119	2,442,280
FULLERTON	2,917,988	162,631	2,286,803	5,367,422	3,621,853	162,631	2,386,978	6,171,461
GARDEN GROVE	3,575,913	199,486	2,805,042	6,580,442	4,439,289	199,486	2,927,918	7,566,694
HUNTINGTON BEACH	4,094,330	228,527	3,213,392	7,536,249	5,083,393	228,527	3,354,156	8,666,076
IRVINE	5,574,530	311,445	4,379,327	10,265,302	6,922,462	311,445	4,571,164	11,805,071
LAGUNA BEACH	479,036	26,286	369,611	874,933	592,800	26,286	385,802	1,004,888
LAGUNA HILLS	651,332	35,881	504,538	1,191,752	806,626	35,881	526,640	1,369,147
LAGUNA NIGUEL	1,328,412	73,726	1,036,684	2,438,822	1,647,497	73,726	1,082,096	2,803,319
LAGUNA WOODS	342,916	18,717	263,179	624,811	423,921	18,717	274,707	717,345
LA HABRA	1,277,540	70,876	996,613	2,345,030	1,584,292	70,876	1,040,270	2,695,439
LAKE FOREST	1,720,324	95,680	1,345,388	3,161,393	2,134,427	95,680	1,404,323	3,634,431
LA PALMA	329,851	17,985	252,888	600,723	407,688	17,985	263,965	689,638
LOS ALAMITOS	246,615	13,378	188,112	448,105	304,515	13,378	196,352	514,245
MISSION VIEJO	1,944,625	108,245	1,522,067	3,574,937	2,413,109	108,245	1,588,742	4,110,095
NEWPORT BEACH	1,767,371	98,316	1,382,446	3,248,132	2,192,880	98,316	1,443,005	3,734,200
ORANGE	2,872,452	160,080	2,250,935	5,283,466	3,565,276	160,080	2,349,538	6,074,894
PLACENTIA	1,074,317	59,492	836,537	1,970,346	1,331,798	59,492	873,182	2,264,472
RANCHO SANTA MARGARITA	1,003,848	55,629	782,211	1,841,687	1,244,608	55,629	816,476	2,116,712
SAN CLEMENTE	1,331,753	73,913	1,039,316	2,444,983	1,651,649	73,913	1,084,844	2,810,406
SAN JUAN CAPISTRANO	750,800	41,453	582,888	1,375,141	930,209	41,453	608,422	1,580,084
SANTA ANA	6,824,088	381,443	5,363,588	12,569,118	8,474,970	381,443	5,598,541	14,454,953
SEAL BEACH	533,887	29,302	412,029	975,218	660,707	29,302	430,078	1,120,087
STANTON	805,375	44,510	625,876	1,475,762	998,016	44,510	653,293	1,695,820
TUSTIN	1,669,976	92,860	1,305,730	3,068,566	2,071,872	92,860	1,362,928	3,527,660
VILLA PARK	126,600	6,711	94,365	227,676	155,645	6,711	98,499	260,855
WESTMINSTER	1,914,207	106,541	1,498,107	3,518,855	2,375,316	106,541	1,563,732	4,045,589
YORBA LINDA	1,403,783	77,948	1,096,053	2,577,783	1,741,141	77,948	1,144,066	2,963,155
County of Orange	50,088,190	2,389,579	33,600,631	86,078,400	60,378,424	2,389,579	35,072,515	97,840,518
Total Cities & County: Orange	112,736,765	5,876,244	82,627,745	201,240,754	138,117,263	5,876,244	86,247,275	230,240,782

Local Streets and Roads - Projected Revenues

Estimated 22 January 2019

	2018-19				2019-20			
	Hwy Users Tax Account	Loan Repayment	Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	Loan Repayment	Road Mntnc Rehab Acct	TOTAL
PLACER COUNTY								
AUBURN	302,646	16,477	231,687	550,810	373,954	16,477	241,836	632,267
COLFAX	49,186	2,425	34,093	85,704	59,679	2,425	35,586	97,690
LINCOLN	991,354	54,796	770,508	1,816,659	1,228,498	54,796	804,261	2,087,555
LOOMIS	144,507	7,695	108,208	260,410	177,811	7,695	112,948	298,454
ROCKLIN	1,360,913	75,364	1,059,724	2,496,002	1,687,070	75,364	1,106,146	2,868,580
ROSEVILLE	2,783,725	154,736	2,175,789	5,114,249	3,453,379	154,736	2,271,100	5,879,214
County of Placer	10,833,210	503,586	7,081,079	18,417,875	13,011,824	503,586	7,391,267	20,906,677
Total Cities & County: Placer	16,465,541	815,079	11,461,088	28,741,709	19,992,215	815,079	11,963,143	32,770,438
PLUMAS COUNTY								
PORTOLA	158,921	2,437	34,267	195,625	169,492	2,437	35,768	207,697
County of Plumas	2,203,977	125,586	1,765,905	4,095,468	2,753,971	125,586	1,843,260	4,722,817
Total City & County: Plumas	2,362,898	128,023	1,800,172	4,291,093	2,923,463	128,023	1,879,028	4,930,514

Local Streets and Roads - Projected Revenues

Estimated 22 January 2019

	2018-19				2019-20			
	Hwy Users Tax Account	SB1 Loan Repayment	SB1 Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	SB1 Loan Repayment	SB1 Road Mntnc Rehab Acct	TOTAL
RIVERSIDE COUNTY								
BANNING	634,866	35,277	496,039	1,166,182	787,578	35,277	517,768	1,340,623
BEAUMONT	973,113	54,397	764,895	1,792,404	1,208,596	54,397	798,401	2,061,394
BLYTHE	425,092	23,475	330,095	778,663	526,717	23,475	344,555	894,748
CALIMESA	183,873	10,010	140,747	334,630	227,204	10,010	146,912	384,126
CANYON LAKE	227,606	12,425	174,713	414,743	281,393	12,425	182,366	476,184
CATHEDRAL CITY	1,105,363	61,788	868,822	2,035,972	1,372,842	61,788	906,881	2,341,510
COACHELLA	921,203	51,463	723,635	1,696,301	1,143,985	51,463	755,334	1,950,781
CORONA	3,377,797	190,102	2,673,080	6,240,979	4,200,742	190,102	2,790,175	7,181,019
DESERT HOT SPRINGS	604,143	33,540	471,619	1,109,303	749,338	33,540	492,279	1,275,157
EASTVALE	1,306,136	73,137	1,028,407	2,407,680	1,622,746	73,137	1,073,456	2,769,339
HEMET	1,671,435	93,787	1,318,764	3,083,986	2,077,435	93,787	1,376,533	3,547,755
INDIAN WELLS	117,999	6,286	88,387	212,672	145,211	6,286	92,259	243,755
INDIO	1,765,537	99,106	1,393,562	3,258,205	2,194,565	99,106	1,454,607	3,748,278
JURUPA VALLEY	2,130,543	119,598	1,681,700	3,931,840	2,648,278	119,598	1,755,367	4,523,243
LAKE ELSINORE	1,276,411	71,457	1,004,780	2,352,648	1,585,747	71,457	1,048,794	2,705,998
LA QUINTA	832,806	46,466	653,372	1,532,645	1,033,956	46,466	681,994	1,762,416
MENIFEE	1,845,715	103,638	1,457,291	3,406,645	2,294,363	103,638	1,521,128	3,919,129
MORENO VALLEY	4,156,931	234,144	3,292,376	7,683,452	5,170,535	234,144	3,436,599	8,841,279
MURRIETA	2,279,906	128,041	1,800,421	4,208,368	2,834,191	128,041	1,879,289	4,841,521
NORCO	550,698	30,519	429,138	1,010,356	682,814	30,519	447,937	1,161,270
PALM DESERT	1,065,024	59,508	836,759	1,961,291	1,322,632	59,508	873,413	2,255,553
PALM SPRINGS	962,519	53,798	756,475	1,772,792	1,195,411	53,798	789,612	2,038,821
PERRIS	1,565,123	87,777	1,234,262	2,887,163	1,945,108	87,777	1,288,330	3,321,215
RANCHO MIRAGE	382,617	21,131	297,129	700,877	474,092	21,131	310,145	805,368
RIVERSIDE	6,515,602	367,474	5,167,167	12,050,242	8,106,386	367,474	5,393,516	13,867,376
SAN JACINTO	971,297	54,294	763,452	1,789,043	1,206,336	54,294	796,895	2,057,526
TEMECULA	2,272,724	127,635	1,794,713	4,195,072	2,825,252	127,635	1,873,331	4,826,217
WILDOMAR	734,714	40,921	575,403	1,351,038	911,860	40,921	600,609	1,553,390
County of Riverside	37,708,488	1,969,343	27,691,555	67,369,386	46,212,716	1,969,343	28,904,591	77,086,650
Total Cities & County: Riverside	78,565,284	4,260,536	59,908,759	142,734,579	96,988,030	4,260,536	62,533,078	163,781,644

Local Streets and Roads - Projected Revenues

Estimated 22 January 2019

	2018-19				2019-20			
	Hwy Users Tax Account	SB1 Loan Repayment	SB1 Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	SB1 Loan Repayment	SB1 Road Mntnc Rehab Acct	TOTAL
SACRAMENTO COUNTY								
CITRUS HEIGHTS	1,792,393	98,935	1,391,152	3,282,479	2,220,496	98,935	1,452,092	3,771,522
ELK GROVE	3,507,094	194,096	2,729,246	6,430,436	4,346,973	194,096	2,848,801	7,389,870
FOLSOM	1,604,017	88,465	1,243,935	2,936,417	1,986,817	88,465	1,298,426	3,373,708
GALT	538,714	29,341	412,568	980,623	665,675	29,341	430,640	1,125,656
ISLETON	22,783	944	13,272	36,999	26,867	944	13,854	41,665
RANCHO CORDOVA	1,518,047	83,687	1,176,749	2,778,483	1,880,171	83,687	1,228,297	3,192,155
SACRAMENTO	10,197,245	565,368	7,949,819	18,712,432	12,643,667	565,368	8,298,063	21,507,098
County of Sacramento	27,178,465	1,425,121	20,039,077	48,642,663	33,332,834	1,425,121	20,916,894	55,674,849
Total Cities & County: Sacramento	46,358,757	2,485,956	34,955,818	83,800,531	57,103,500	2,485,956	36,487,067	96,076,523
SAN BENITO COUNTY								
HOLLISTER	743,210	41,390	582,000	1,366,600	922,385	41,390	607,495	1,571,270
SAN JUAN BAUTISTA	43,176	2,112	29,700	74,988	52,319	2,112	31,001	85,433
County of San Benito	1,774,461	119,455	1,679,692	3,573,608	2,293,832	119,455	1,753,272	4,166,559
Total Cities & County: San Benito	2,560,846	162,957	2,291,392	5,015,196	3,268,536	162,957	2,391,768	5,823,262

Local Streets and Roads - Projected Revenues

Estimated 22 January 2019

	2018-19				2019-20			
	Hwy Users Tax Account	SB1 Loan Repayment	SB1 Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	SB1 Loan Repayment	SB1 Road Mntnc Rehab Acct	TOTAL
SAN BERNARDINO COUNTY								
ADELANTO	714,464	39,800	559,642	1,313,906	886,760	39,800	584,157	1,510,717
APPLE VALLEY	1,487,376	83,432	1,173,165	2,743,974	1,848,557	83,432	1,224,556	3,156,546
BARSTOW	496,501	27,528	387,086	911,115	615,673	27,528	404,042	1,047,243
BIG BEAR LAKE	492,223	6,216	87,404	585,843	519,132	6,216	91,233	616,580
CHINO	1,742,042	97,836	1,375,707	3,215,585	2,165,579	97,836	1,435,970	3,699,385
CHINO HILLS	1,670,306	93,779	1,318,653	3,082,738	2,076,278	93,779	1,376,417	3,546,474
COLTON	1,083,437	60,585	851,902	1,995,924	1,345,711	60,585	889,220	2,295,516
FONTANA	4,241,609	239,073	3,361,687	7,842,369	5,276,567	239,073	3,508,947	9,024,587
GRAND TERRACE	257,501	14,123	198,593	470,217	318,641	14,123	207,293	540,057
HESPERIA	1,902,979	106,939	1,503,705	3,513,623	2,365,923	106,939	1,569,575	4,042,437
HIGHLAND	1,104,113	61,754	868,346	2,034,213	1,371,449	61,754	906,384	2,339,587
LOMA LINDA	487,230	27,004	379,712	893,946	604,131	27,004	396,345	1,027,481
MONTCLAIR	794,873	44,348	623,593	1,462,814	986,858	44,348	650,910	1,682,115
NEEDLES	110,018	5,838	82,092	197,948	135,291	5,838	85,688	226,817
ONTARIO	3,555,530	200,268	2,816,031	6,571,829	4,422,497	200,268	2,939,388	7,562,154
RANCHO CUCAMONGA	3,537,227	199,233	2,801,475	6,537,934	4,399,713	199,233	2,924,194	7,523,140
REDLANDS	1,431,790	80,288	1,128,956	2,641,034	1,779,360	80,288	1,178,410	3,038,058
RIALTO	2,148,960	120,711	1,697,351	3,967,021	2,671,521	120,711	1,771,704	4,563,935
SAN BERNARDINO	4,423,641	249,369	3,506,462	8,179,472	5,503,170	249,369	3,660,063	9,412,602
TWENTYNINE PALMS	550,037	30,500	428,869	1,009,406	682,072	30,500	447,656	1,160,228
UPLAND	1,547,848	86,852	1,221,260	2,855,960	1,923,835	86,852	1,274,757	3,285,445
VICTORVILLE	2,481,123	139,498	1,961,529	4,582,150	3,085,016	139,498	2,047,454	5,271,968
YUCAIPA	1,101,919	61,630	866,602	2,030,151	1,368,719	61,630	904,563	2,334,912
YUCCA VALLEY	445,121	24,622	346,222	815,966	551,712	24,622	361,388	937,723
County of San Bernardino	36,137,124	1,890,133	26,577,771	64,605,028	44,306,108	1,890,133	27,742,017	73,938,258
otal Cities & County: San Bernardino	73,944,991	3,991,361	56,123,813	134,060,165	91,210,273	3,991,361	58,582,331	153,783,966

Local Streets and Roads - Projected Revenues

Estimated 22 January 2019

	2018-19				2019-20			
	Hwy Users Tax Account	SB1 Loan Repayment	SB1 Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	SB1 Loan Repayment	SB1 Road Mntnc Rehab Acct	TOTAL
SAN DIEGO COUNTY								
CARLSBAD	2,326,554	129,260	1,817,563	4,273,377	2,885,963	129,260	1,897,182	4,912,405
CHULA VISTA	5,409,935	301,664	4,241,799	9,953,398	6,715,475	301,664	4,427,612	11,444,752
CORONADO	507,902	27,851	391,621	927,373	628,434	27,851	408,776	1,065,061
DEL MAR	92,968	4,874	68,534	166,376	114,062	4,874	71,536	190,472
EL CAJON	2,143,727	119,037	1,673,819	3,936,583	2,658,894	119,037	1,747,141	4,525,072
ENCINITAS	1,286,102	71,224	1,001,497	2,358,823	1,594,343	71,224	1,045,368	2,710,935
ESCONDIDO	3,069,884	170,822	2,401,989	5,642,696	3,809,168	170,822	2,507,209	6,487,199
IMPERIAL BEACH	578,806	31,760	446,581	1,057,146	716,254	31,760	466,144	1,214,157
LA MESA	1,247,843	69,084	971,417	2,288,343	1,546,825	69,084	1,013,970	2,629,879
LEMON GROVE	552,002	30,261	425,507	1,007,770	682,964	30,261	444,147	1,157,372
NATIONAL CITY	1,267,930	70,208	987,210	2,325,348	1,571,774	70,208	1,030,455	2,672,437
OCEANSIDE	3,591,926	200,012	2,812,432	6,604,370	4,457,536	200,012	2,935,631	7,593,179
POWAY	1,024,900	56,619	796,133	1,877,652	1,269,934	56,619	831,008	2,157,560
SAN DIEGO	28,660,947	1,601,166	22,514,503	52,776,615	35,590,458	1,601,166	23,500,757	60,692,381
SAN MARCOS	1,943,797	107,998	1,518,595	3,570,390	2,411,190	107,998	1,585,117	4,104,305
SANTEE	1,161,784	64,272	903,755	2,129,811	1,439,941	64,272	943,344	2,447,557
SOLANA BEACH	288,909	15,718	221,015	525,642	356,933	15,718	230,697	603,347
VISTA	2,099,840	116,583	1,639,314	3,855,737	2,604,388	116,583	1,711,125	4,432,096
County of San Diego	54,224,358	2,695,091	37,896,533	94,815,982	65,845,291	2,695,091	39,556,601	108,096,983
Total Cities & County: San Diego	111,480,113	5,883,503	82,729,815	200,093,431	136,899,828	5,883,503	86,353,817	229,137,148
SAN FRANCISCO COUNTY								
SAN FRANCISCO - City Allocation	16,672,888	996,849	14,017,014	31,686,751	20,994,237	996,849	14,631,033	36,622,119
SAN FRANCISCO - County Allocation	9,160,171	537,842	7,562,764	17,260,777	11,490,367	537,842	7,894,053	19,922,262
Total San Francisco	25,833,059	1,534,691	21,579,778	48,947,528	32,484,604	1,534,691	22,525,086	56,544,381
SAN JOAQUIN COUNTY								
ESCALON	156,240	8,523	119,847	284,611	193,145	8,523	125,097	326,766
LATHROP	489,638	27,367	384,818	901,823	608,136	27,367	401,675	1,037,178
LODI	1,339,448	75,693	1,064,339	2,479,479	1,667,192	75,693	1,110,962	2,853,847
MANTECA	1,620,691	91,733	1,289,889	3,002,313	2,017,889	91,733	1,346,393	3,456,015
RIPON	322,134	17,871	251,286	591,291	399,513	17,871	262,294	679,678
STOCKTON	6,245,163	355,343	4,996,593	11,597,099	7,783,774	355,343	5,215,470	13,354,587
TRACY	1,842,301	104,372	1,467,614	3,414,288	2,294,226	104,372	1,531,904	3,930,502
County of San Joaquin	13,807,677	790,966	11,122,020	25,720,663	17,232,444	790,966	11,609,224	29,632,634
Total Cities & County: San Joaquin	25,823,292	1,471,868	20,696,406	47,991,566	32,196,320	1,471,868	21,603,019	55,271,207

Local Streets and Roads - Projected Revenues

Estimated 22 January 2019

	2018-19				2019-20			
	Hwy Users Tax Account	SB1 Loan Repayment	SB1 Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	SB1 Loan Repayment	SB1 Road Mntnc Rehab Acct	TOTAL
SAN LUIS OBISPO COUNTY								
ARROYO GRANDE	376,339	20,199	284,031	680,570	463,720	20,199	296,473	780,392
ATASCADERO	649,911	35,125	493,898	1,178,934	801,856	35,125	515,534	1,352,515
EL PASO DE ROBLES	658,365	35,589	500,432	1,194,385	812,320	35,589	522,353	1,370,262
GROVER BEACH	286,040	15,292	215,021	516,353	352,190	15,292	224,440	591,922
MORRO BAY	223,313	11,844	166,546	401,703	274,550	11,844	173,842	460,236
PISMO BEACH	175,734	9,284	130,551	315,570	215,898	9,284	136,270	361,452
SAN LUIS OBISPO	965,926	52,492	738,112	1,756,531	1,193,003	52,492	770,446	2,015,941
County of San Luis Obispo	7,246,536	444,516	6,250,475	13,941,527	9,174,745	444,516	6,524,279	16,143,540
Total Cities & County: San Luis Obispo	10,582,164	624,342	8,779,066	19,985,573	13,288,282	624,342	9,163,636	23,076,260
SAN MATEO COUNTY								
ATHERTON	152,787	8,046	113,140	273,973	187,596	8,046	118,096	313,739
BELMONT	571,177	30,886	434,292	1,036,355	704,795	30,886	453,316	1,188,996
BRISBANE	101,802	5,291	74,401	181,494	124,692	5,291	77,660	207,644
BURLINGAME	630,636	34,163	480,372	1,145,171	778,431	34,163	501,415	1,314,009
COLMA	36,511	1,693	23,801	62,006	43,834	1,693	24,844	70,371
DALY CITY	2,221,771	121,639	1,710,401	4,053,811	2,748,006	121,639	1,785,326	4,654,970
EAST PALO ALTO	643,383	34,865	490,251	1,168,499	794,217	34,865	511,727	1,340,810
FOSTER CITY	696,028	37,767	531,051	1,264,847	859,416	37,767	554,314	1,451,497
HALF MOON BAY	266,403	14,253	200,417	481,072	328,064	14,253	209,196	551,513
HILLSBOROUGH	243,978	13,017	183,038	440,032	300,292	13,017	191,056	504,365
MENLO PARK	732,407	39,772	559,245	1,331,424	904,469	39,772	583,743	1,527,984
MILLBRAE	477,408	25,773	362,396	865,577	588,906	25,773	378,271	992,950
PACIFICA	796,859	43,324	609,195	1,449,377	984,288	43,324	635,881	1,663,493
PORTOLA VALLEY	103,336	5,376	75,590	184,302	126,593	5,376	78,902	210,870
REDWOOD CITY	1,779,694	97,411	1,369,729	3,246,834	2,201,115	97,411	1,429,730	3,728,256
SAN BRUNO	953,731	51,970	730,771	1,736,471	1,178,565	51,970	762,782	1,993,317
SAN CARLOS	622,513	33,715	474,077	1,130,305	768,371	33,715	494,844	1,296,930
SAN MATEO	2,152,737	117,834	1,656,899	3,927,470	2,662,511	117,834	1,729,480	4,509,825
SOUTH SAN FRANCISCO	1,384,844	75,649	1,063,720	2,524,212	1,712,116	75,649	1,110,317	2,898,081
WOODSIDE	121,850	6,341	89,164	217,355	149,283	6,341	93,070	248,694
County of San Mateo	13,600,190	664,331	9,341,373	23,605,894	16,463,259	664,331	9,750,575	26,878,165
Total Cities & County: San Mateo	28,290,044	1,463,115	20,573,324	50,326,483	34,608,820	1,463,115	21,474,545	57,546,480

Local Streets and Roads - Projected Revenues

Estimated 22 January 2019

	2018-19				2019-20			
	Hwy Users Tax Account	SB1 Loan Repayment	SB1 Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	SB1 Loan Repayment	SB1 Road Mntnc Rehab Acct	TOTAL
SANTA BARBARA COUNTY								
BUELLTON	109,252	5,967	83,899	199,118	135,101	5,967	87,575	228,642
CARPINTERIA	273,157	15,454	217,305	505,916	340,107	15,454	226,824	582,384
GOLETA	629,445	36,029	506,616	1,172,089	785,527	36,029	528,808	1,350,365
GUADALUPE	154,040	8,575	120,577	283,192	191,188	8,575	125,859	325,622
LOMPOC	855,029	49,167	691,350	1,595,546	1,068,027	49,167	721,635	1,838,828
SANTA BARBARA	1,848,096	106,914	1,503,356	3,458,366	2,311,264	106,914	1,569,211	3,987,389
SANTA MARIA	2,115,159	122,322	1,720,010	3,957,492	2,645,076	122,322	1,795,356	4,562,754
SOLVANG	118,547	6,508	91,511	216,566	146,740	6,508	95,519	248,768
County of Santa Barbara	8,494,152	448,826	6,311,089	15,254,067	10,433,378	448,826	6,587,548	17,469,752
Total Cities & County: Santa Barbara	14,596,877	799,762	11,245,713	26,642,352	18,056,408	799,762	11,738,334	30,594,504
SANTA CLARA COUNTY								
CAMPBELL	867,022	48,148	677,031	1,592,201	1,075,428	48,148	706,689	1,830,265
CUPERTINO	1,217,360	67,765	952,864	2,237,988	1,510,674	67,765	994,604	2,573,043
GILROY	1,127,598	62,717	881,888	2,072,204	1,399,065	62,717	920,519	2,382,301
LOS ALTOS	639,711	35,366	497,292	1,172,369	792,789	35,366	519,076	1,347,231
LOS ALTOS HILLS	178,622	9,662	135,863	324,147	220,444	9,662	141,814	371,920
LOS GATOS	624,470	34,509	485,240	1,144,219	773,838	34,509	506,497	1,314,844
MILPITAS	1,513,636	84,426	1,187,135	2,785,197	1,879,065	84,426	1,239,138	3,202,629
MONTE SERENO	78,596	4,094	57,561	140,250	96,314	4,094	60,082	160,490
MORGAN HILL	903,460	50,198	705,843	1,659,501	1,120,735	50,198	736,763	1,907,696
MOUNTAIN VIEW	1,647,235	91,938	1,292,775	3,031,949	2,045,182	91,938	1,349,405	3,486,526
PALO ALTO	1,410,479	78,625	1,105,567	2,594,670	1,750,799	78,625	1,153,997	2,983,420
SAN JOSE	21,107,800	1,185,574	16,670,733	38,964,107	26,239,451	1,185,574	17,400,999	44,826,024
SANTA CLARA	2,613,867	146,155	2,055,132	4,815,155	3,246,486	146,155	2,145,158	5,537,800
SARATOGA	641,195	35,449	498,465	1,175,109	794,634	35,449	520,301	1,350,384
SUNNYVALE	3,090,850	172,977	2,432,292	5,696,119	3,839,567	172,977	2,538,839	6,551,384
County of Santa Clara	29,232,842	1,454,321	20,449,668	51,136,831	35,503,463	1,454,321	21,345,471	58,303,255
Total Cities & County: Santa Clara	66,894,742	3,561,924	50,085,350	120,542,016	82,287,936	3,561,924	52,279,352	138,129,212

Local Streets and Roads - Projected Revenues

Estimated 22 January 2019

	2018-19				2019-20			
	Hwy Users Tax Account	SB1 Loan Repayment	SB1 Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	SB1 Loan Repayment	SB1 Road Mntnc Rehab Acct	TOTAL
SANTA CRUZ COUNTY								
CAPITOLA	215,730	11,912	167,498	395,139	267,313	11,912	174,835	454,060
SANTA CRUZ	1,320,429	74,940	1,053,762	2,449,132	1,644,952	74,940	1,099,922	2,819,815
SCOTTS VALLEY	247,855	13,752	193,376	454,984	307,409	13,752	201,847	523,008
WATSONVILLE	1,064,134	60,258	847,304	1,971,696	1,325,075	60,258	884,420	2,269,753
County of Santa Cruz	5,755,044	298,742	4,200,708	10,254,494	7,045,613	298,742	4,384,721	11,729,076
Total Cities & County: Santa Cruz	8,603,193	459,605	6,462,648	15,525,445	10,590,362	459,605	6,745,746	17,795,712
SHASTA COUNTY								
ANDERSON	223,064	11,574	162,741	397,378	273,102	11,574	169,869	454,545
REDDING	1,928,493	103,024	1,448,649	3,480,165	2,373,909	103,024	1,512,108	3,989,040
SHASTA LAKE	220,988	11,462	161,171	393,620	270,543	11,462	168,231	450,236
County of Shasta	5,503,567	347,084	4,880,463	10,731,114	7,011,397	347,084	5,094,253	12,452,734
Total Cities & County: Shasta	7,876,111	473,143	6,653,023	15,002,278	9,928,950	473,143	6,944,461	17,346,555
SIERRA COUNTY								
LOYALTON	35,964	867	12,194	49,026	39,727	867	12,728	53,323
County of Sierra	924,466	60,929	856,742	1,842,137	1,191,742	60,929	894,272	2,146,943
Total City & County: Sierra	960,430	61,796	868,936	1,891,163	1,231,469	61,796	907,000	2,200,266
SISKIYOU COUNTY								
DORRIS	25,776	1,089	15,318	42,183	30,487	1,089	15,989	47,566
DUNSMUIR	66,399	1,895	26,640	94,933	74,593	1,895	27,807	104,294
ETNA	21,185	839	11,798	33,822	24,814	839	12,314	37,967
FORT JONES	21,082	833	11,718	33,633	24,686	833	12,232	37,751
MONTAGUE	35,640	1,627	22,882	60,149	42,678	1,627	23,884	68,189
MOUNT SHASTA	144,421	3,827	53,819	202,067	160,974	3,827	56,176	220,978
TULELAKE	26,686	1,139	16,016	43,840	31,612	1,139	16,717	49,468
WEED	67,155	3,346	47,048	117,548	81,626	3,346	49,109	134,080
YREKA	169,589	8,841	124,319	302,750	207,828	8,841	129,765	346,434
County of Siskiyou	3,653,126	249,845	3,513,151	7,416,122	4,747,831	249,845	3,667,046	8,664,722
Total Cities & County: Siskiyou	4,231,058	273,282	3,842,707	8,347,047	5,427,129	273,282	4,011,039	9,711,450

Local Streets and Roads - Projected Revenues

Estimated 22 January 2019

	2018-19				2019-20			
	Hwy Users Tax Account	SB1 Loan Repayment	SB1 Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	SB1 Loan Repayment	SB1 Road Mntnc Rehab Acct	TOTAL
SOLANO COUNTY								
BENICIA	567,156	31,011	436,052	1,034,219	701,354	31,011	455,153	1,187,518
DIXON	411,333	22,437	315,491	749,261	508,427	22,437	329,311	860,176
FAIRFIELD	2,364,853	130,990	1,841,887	4,337,730	2,931,704	130,990	1,922,572	4,985,265
RIO VISTA	192,690	10,361	145,694	348,746	237,529	10,361	152,076	399,966
SUISUN CITY	601,409	32,920	462,898	1,097,227	743,868	32,920	483,175	1,259,963
VACAVILLE	2,014,789	111,617	1,569,480	3,695,886	2,497,805	111,617	1,638,231	4,247,654
VALLEJO	2,427,491	134,481	1,890,981	4,452,952	3,009,450	134,481	1,973,816	5,117,747
County of Solano	7,846,240	430,451	6,052,706	14,329,397	9,707,474	430,451	6,317,847	16,455,772
Total Cities & County: Solano	16,425,961	904,267	12,715,189	30,045,417	20,337,611	904,267	13,272,182	34,514,060
SONOMA COUNTY								
CLOVERDALE	189,846	10,300	144,838	344,985	234,432	10,300	151,183	395,915
COTATI	161,430	8,701	122,353	292,484	199,093	8,701	127,712	335,507
HEALDSBURG	249,504	13,601	191,251	454,357	308,377	13,601	199,629	521,607
PETALUMA	1,268,976	70,716	994,362	2,334,054	1,575,070	70,716	1,037,920	2,683,706
ROHNERT PARK	884,509	49,166	691,334	1,625,009	1,097,322	49,166	721,618	1,868,106
SANTA ROSA	3,591,721	201,282	2,830,287	6,623,290	4,462,966	201,282	2,954,268	7,618,516
SEBASTOPOL	162,832	8,780	123,463	295,075	200,838	8,780	128,871	338,489
SONOMA	236,057	12,845	180,611	429,513	291,654	12,845	188,523	493,022
WINDSOR	573,126	31,643	444,948	1,049,717	710,094	31,643	464,439	1,206,176
County of Sonoma	11,159,833	627,726	8,826,656	20,614,215	13,876,935	627,726	9,213,310	23,717,971
Total Cities & County: Sonoma	18,477,835	1,034,761	14,550,103	34,062,698	22,956,781	1,034,761	15,187,474	39,179,015
STANISLAUS COUNTY								
CERES	966,814	54,497	766,306	1,787,618	1,202,781	54,497	799,874	2,057,153
HUGHSON	159,878	8,726	122,702	291,306	197,661	8,726	128,077	334,464
MODESTO	4,281,749	243,237	3,420,231	7,945,217	5,334,935	243,237	3,570,055	9,148,227
NEWMAN	241,254	13,308	187,129	441,691	298,877	13,308	195,326	507,511
OAKDALE	471,209	26,303	369,849	867,361	585,096	26,303	386,050	997,449
PATTERSON	458,450	25,575	359,621	843,646	569,187	25,575	375,375	970,137
RIVERBANK	510,192	28,468	400,294	938,954	633,454	28,468	417,829	1,079,751
TURLOCK	1,490,654	84,273	1,184,995	2,759,922	1,855,547	84,273	1,236,904	3,176,724
WATERFORD	187,791	10,317	145,076	343,184	232,464	10,317	151,431	394,212
County of Stanislaus	10,659,883	630,479	8,865,361	20,155,723	13,391,975	630,479	9,253,710	23,276,164
Total Cities & County: Stanislaus	19,427,874	1,125,184	15,821,564	36,374,622	24,301,978	1,125,184	16,514,631	41,941,792

Local Streets and Roads - Projected Revenues

Estimated 22 January 2019

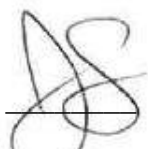
	2018-19				2019-20			
	Hwy Users Tax Account	SB1 Loan Repayment	SB1 Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	SB1 Loan Repayment	SB1 Road Mntnc Rehab Acct	TOTAL
SUTTER COUNTY								
LIVE OAK	180,567	9,902	139,240	329,710	223,443	9,902	145,340	378,685
YUBA CITY	1,343,704	75,872	1,066,860	2,486,436	1,672,218	75,872	1,113,594	2,861,684
County of Sutter	2,774,212	193,488	2,720,693	5,688,393	3,615,914	193,488	2,839,874	6,649,276
Total Cities & County: Sutter	4,298,484	279,262	3,926,793	8,504,539	5,511,575	279,262	4,098,808	9,889,645
TEHAMA COUNTY								
CORNING	159,033	8,642	121,512	289,187	196,446	8,642	126,835	331,923
RED BLUFF	287,434	15,874	223,203	526,511	356,158	15,874	232,981	605,012
TEHAMA	14,342	485	6,819	21,646	16,442	485	7,117	24,044
County of Tehama	2,926,658	217,728	3,061,543	6,205,929	3,879,916	217,728	3,195,654	7,293,298
Total Cities & County: Tehama	3,387,468	242,728	3,413,077	7,043,273	4,448,962	242,728	3,562,587	8,254,277
TRINITY COUNTY								
County of Trinity	1,682,739	115,861	1,629,158	3,427,758	2,190,592	115,861	1,700,523	4,006,976
TULARE COUNTY								
DINUBA	494,503	28,049	394,412	916,963	615,998	28,049	411,689	1,055,736
EXETER	225,451	12,595	177,107	415,154	280,008	12,595	184,865	477,468
FARMERSVILLE	230,791	12,904	181,452	425,147	286,686	12,904	189,400	488,990
LINDSAY	264,289	14,843	208,710	487,842	328,581	14,843	217,853	561,276
PORTERVILLE	1,197,076	68,562	964,075	2,229,713	1,494,052	68,562	1,006,306	2,568,920
TULARE	1,298,098	74,408	1,046,278	2,418,783	1,620,395	74,408	1,092,110	2,786,913
VISALIA	2,669,839	153,645	2,160,455	4,983,939	3,335,349	153,645	2,255,094	5,744,089
WOODLAKE	158,527	8,780	123,463	290,770	196,558	8,780	128,871	334,210
County of Tulare	10,614,582	753,922	10,601,134	21,969,638	13,895,313	753,922	11,065,520	25,714,755
Total Cities & County: Tulare	17,153,155	1,127,710	15,857,084	34,137,949	22,052,939	1,127,710	16,551,708	39,732,357
TUOLUMNE COUNTY								
SONORA	113,276	5,529	77,747	196,552	137,153	5,529	81,153	223,835
County of Tuolumne	2,474,957	152,110	2,138,873	4,765,940	3,135,975	152,110	2,232,567	5,520,652
Total City & County: Tuolumne	2,588,233	157,639	2,216,620	4,962,492	3,273,128	157,639	2,313,720	5,744,487

Local Streets and Roads - Projected Revenues

Estimated 22 January 2019

	2018-19				2019-20			
	Hwy Users Tax Account	SB1 Loan Repayment	SB1 Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	SB1 Loan Repayment	SB1 Road Mntnc Rehab Acct	TOTAL
VENTURA COUNTY								
CAMARILLO	1,394,355	77,520	1,090,027	2,561,902	1,729,870	77,520	1,137,776	2,945,166
FILLMORE	329,539	17,990	252,967	600,496	407,403	17,990	264,048	689,442
MOORPARK	755,579	41,775	587,407	1,384,761	936,385	41,775	613,139	1,591,299
OJAI	161,188	8,660	121,766	291,614	198,668	8,660	127,100	334,428
OXNARD	4,166,515	232,870	3,274,458	7,673,842	5,174,407	232,870	3,417,896	8,825,173
PORT HUENEME	490,899	26,985	379,442	897,326	607,693	26,985	396,064	1,030,742
SAN BUENAVENTURA	2,251,891	125,479	1,764,394	4,141,764	2,794,979	125,479	1,841,684	4,762,142
SANTA PAULA	636,837	35,114	493,756	1,165,708	788,817	35,114	515,385	1,339,317
SIMI VALLEY	2,603,552	145,203	2,041,749	4,790,505	3,232,011	145,203	2,131,189	5,508,403
THOUSAND OAKS	2,632,424	146,823	2,064,520	4,843,766	3,267,891	146,823	2,154,957	5,569,671
County of Ventura	14,899,579	733,372	10,312,172	25,945,123	18,061,429	733,372	10,763,900	29,558,701
Total Cities & County: Ventura	30,322,359	1,591,790	22,382,658	54,296,807	37,199,555	1,591,790	23,363,137	62,154,482
YOLO COUNTY								
DAVIS	1,382,567	77,478	1,089,440	2,549,485	1,717,969	77,478	1,137,164	2,932,610
WEST SACRAMENTO	1,092,554	61,080	858,863	2,012,497	1,356,969	61,080	896,486	2,314,535
WINTERS	152,235	8,223	115,629	276,088	187,834	8,223	120,695	316,751
WOODLAND	1,217,467	68,143	958,176	2,243,785	1,512,456	68,143	1,000,149	2,580,748
County of Yolo	4,277,108	270,466	3,803,104	8,350,678	5,451,077	270,466	3,969,700	9,691,243
Total Cities & County: Yolo	8,121,931	485,390	6,825,213	15,432,534	10,226,305	485,390	7,124,193	17,835,888
YUBA COUNTY								
MARYSVILLE	244,943	13,614	191,426	449,982	303,899	13,614	199,811	517,324
WHEATLAND	74,495	3,944	55,452	133,891	91,573	3,944	57,881	153,398
County of Yuba	2,222,662	153,227	2,154,575	4,530,464	2,889,267	153,227	2,248,957	5,291,451
Total Cities & County: Yuba	2,542,100	170,784	2,401,453	5,114,337	3,284,739	170,784	2,506,649	5,962,173
Statewide Total	\$ 1,364,828,000	\$ 75,000,000	\$ 1,054,599,000	\$ 2,494,427,000	\$ 1,689,381,000	\$ 75,000,000	\$ 1,100,796,000	\$ 2,865,177,000



SAN RAFAEL CITY COUNCIL AGENDA REPORT	
Department: Public Works	
Prepared by: Bill Guerin, Director of Public Works	
City Manager Approval: _____	

File No.: 06.01.228

TOPIC: SOLAR AT CITY HALL

SUBJECT: A RESOLUTION OF THE CITY COUNCIL APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE POWER PURCHASE AGREEMENT WITH SOLED SOLAR HOLDINGS V, LLC FOR THE SAN RAFAEL CITY HALL SITE

RECOMMENDATION: Conduct a public hearing and adopt the resolution authorizing the City Manager to execute a First Amendment to the Power Purchase Agreement for the San Rafael City Hall site.

BACKGROUND: On April 20, 2009, the City Council adopted the [Climate Change Action Plan](#). The Plan identifies programs to enable the City to initiate solar power generation at City facilities using a collaborative procurement process, which includes projects that will achieve energy savings by generating renewable power.

In October 2013, the City issued a Request for Proposals (RFP) on behalf of itself and 12 other jurisdictions in Marin, Sonoma, and Napa counties to select a vendor to design and install solar panels for participating agencies. The selected vendor was a team comprised of Sunetric, a solar development firm; SolEd Benefit Corporation (“SolEd”), a solar financier; and Danlin Solar, an electrical contractor. In [September 2014](#), San Rafael entered into a Power Purchase Agreement (PPA) with SolEd as Seller, which allows the City to receive solar-generated power without capital investment by agreeing to purchase power at an established price for a fixed term. The City sought to install solar panels at the following facilities:

- City Hall
- A and C Street Garages
- Public Works Building
- B Street Community Center
- Albert J. Boro Community Center
- Terra Linda Community Center

On August 18, 2014, the City Council held a public hearing and [adopted the form of the PPA for all six locations, including City Hall, and authorized the City Manager to execute a customized PPA for specific sites](#). In May 2016, the City granted SolEd permission to proceed with the design and construction of solar panel installation at the C Street Garage, the Public Works Corporation

FOR CITY CLERK ONLY

File No.:

Council Meeting:

Disposition:

Yard, and the Albert J. Boro Community Center. This work was completed in 2017 and the solar systems are currently functioning as expected.

Solar panel installations at City Hall and the Terra Linda Community Center were not immediately pursued based on conflicts with other projects. Currently, the City Hall Switch Gear project is being constructed and should be completed in the next few months. The City's solar vendor performed an analysis of the proposed solar array at the Terra Linda Community Center in March 2018 and found that the cost to install these facilities, plus necessary electrical upgrades, exceeds the beneficial power over the term of the agreement.

During the development of the initial power purchase agreements, installation of solar panels at the B Street Community Center was determined to produce a marginal amount of electricity based on the building's location and the adjacent tree canopy. In addition, further improvements to the roof and mechanical systems possibly needed discouraged the installation of solar at this site. In 2018, staff recommended not to move forward with the installation of panels on the B Street Community Center.

In order to administer work associated with the previous projects, on July 5, 2016 the City Council authorized an [agreement with Optony Inc. for management and commissioning services](#). Optony Inc. is still assisting the City with project oversight.

On [March 19, 2018](#) the City Council approved a new PPA with SolEd, which eliminated the Terra Linda Community Center from the original agreement. While the City Council approved proceeding with the City Hall project, modifications were needed to the original PPA based on new developments in solar technology and upcoming changes to the City Hall campus. This redesign and some other minor modifications were incorporated into the new PPA.

As allowed by the PPA, the form of the seller's business has changed, and the seller is now SolEd Solar Holdings V, LLC, of which SolEd is the managing partner.

ANALYSIS: Due to the length of time since the execution of the original agreement, SolEd is requesting modifications to the PPA approved March 19, 2018 for City Hall, as permitted by Section 9 of Exhibit 4 to the PPA. This first amendment (Attachment 3) applies to the subsections of the original contract which are specific to City Hall. While many of these modifications are minor in nature, there are several modifications which can be considered significant:

Term Modifications: SolEd is proposing to modify the term of the agreement from 20 years to 30 years. This extension will result in additional PPA payments but will lock in energy pricing for that extended period, providing the City savings compared to expected utility rates. The City may lose some flexibility to remove the system between the 20 and 30-year period, but standing options continue to exist for the City to buy the system through a termination payment, as specified in the amendment, to end the PPA early and have the system removed by SolEd.

Contract Price Change: The original PPA with SolEd included energy pricing that began at \$0.175/kWh and increased at a rate of 2.5% annually, until Year 15, at which time the price would drop by 10% annually until Year 20. In connection with the extended timeline, SolEd is requesting a straight-line escalation of 1.5% annually for Years 1 through 20, with Year 20 pricing remaining fixed through Year 30. This change would result in slightly higher savings for the City over the first 20 years, as compared to the original pricing. In return, SolEd would receive a longer guaranteed revenue stream from Year 21 to Year 30. Optony Inc., the City's consultant for this project, reviewed this detail. While the newly-proposed pricing for Years 21-30 is possibly higher than could be negotiated as an extension to the existing PPA, the later-year fixed pricing does provide stability and hedging against drastic increases in utility

pricing that are anticipated over the near-term and is anticipated to continue to provide savings to the City. And as mentioned above, there is anticipated higher savings over the first 20 years.

Termination Payment Amount: Soled has requested modification of the Termination Payment Amount to reflect the extended agreement term. If the City decides to terminate the contract with SolEd prior to the end of the 30-year period, the City is obligated to pay SolEd a termination payment. This table which is included in the amendment, is modified from the original to represent the 30-year period of this amendment.

Based on the PPA, SolEd will install and maintain solar panels at City Hall similar to the arrangements for the other locations already installed at Public Works, C Street Parking Garage, and Boro Community Center. Typical reductions in electricity needed at these facilities due to solar production range between 50-70%, but are dependent on a number of factors, including weather temperature, cloud cover, facility occupancy and usage, among other factors. This results in expense reductions paid to the utilities. Most of these savings are used to pay back the PPA financial investor, but some of which are retained by the City as cost savings. The City's consultant Optony Inc. has reviewed this amendment with staff and, based on current industry conditions and City Hall particulars, concurs with proceeding with these changes.

Under California Government Code section 4217, the City Council may enter into an energy service contract that it determines is in the best interest of the City, if the determination is made at a regularly scheduled public hearing, public notice of which is given at least two weeks in advance. The required two-weeks' notice has been provided for the public hearing at this meeting, and Staff recommends that this procedure be followed for this amendment to the PPA.

FISCAL IMPACT: As discussed in the [July 21, 2014](#) staff report, there are no upfront capital costs associated with the installation of this solar equipment. However, staff time, miscellaneous project costs, such as some moderate tree trimming and incidental work on the part of the City, will be required to accommodate the new solar panels.

The original PPA identified an approximate cost of \$1.4 million for the City Hall project, which is paid back through energy savings over the term of the contract with SolEd. The financial impact of this amendment is minimal over the original 20-year term of the agreement and is most likely to result in continued savings to the City over the new 30-year term.

COMMUNITY OUTREACH: Prior to the original approval of the solar projects in 2014, City staff posted the designs for the proposed project at the Terra Linda Community Center as well as at City Hall. In addition, staff promoted the solar project via Snapshot, website, and other multi-media avenues. In general, energy projects for public entities are exempt from design review under the state and local code. In addition, those involved in the City's Climate Change Action Plan Working Group and community forums have supported this City Hall solar project from the beginning and support the City's efforts to reduce facility energy use and to offset remaining usage with on-site renewable energy.

RECOMMENDED ACTION:

Conduct a public hearing and adopt a resolution authorizing the City Manager to execute a First Amendment to the Power Purchase Agreement for the City Hall site.

ATTACHMENTS:

1. Resolution
2. Power Purchase Agreement for City Hall solar facilities, approved March 19, 2018
3. Exhibit A to Resolution: Amendment No. 1 to Power Purchase Agreement dated March 20, 2018

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL
APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE
POWER PURCHASE AGREEMENT AMENDMENT NO. 1 WITH SOLED SOLAR
HOLDINGS V, LLC FOR THE SAN RAFAEL CITY HALL SITE**

WHEREAS, the City Council of the City of San Rafael recognizes the importance of local action and on April 6, 2009, adopted a Climate Change Action Plan with the goal of reducing greenhouse gases by 25% by 2020 and 80% by 2050; and

WHEREAS, on February 4, 2013, the City Council adopted Resolution No. 13484, supporting the goals and ongoing implementation of the City's Climate Change Action Plan including a pledge to establish operational practices that maximize the use of clean and renewable energy; and

WHEREAS, in furtherance of the goals of the Climate Change Action Plan, on August 18, 2014, the City Council adopted Resolution No. 13791 approving a form of Power Purchase Agreement for solar photo voltaic projects to be executed for individual projects on six City sites with SolEd Benefit Corporation, and the City has since then completed the installation of solar photo voltaic systems at four City sites; and

WHEREAS, on March 19, 2018 the City Council of the City of San Rafael adopted Resolution No. 14482 authorizing the City Manager to execute a Power Purchase agreement with SolEd Solar Holdings V, LLC, the managing member of which is SolEd Benefit Corp, for the San Rafael City Hall site, with minor modifications to the original agreement to reflect current energy rates, equipment modifications and other miscellaneous minor changes (the "City Hall PPA"); and

WHEREAS, over the past year, the City has been making improvements to City Hall to prepare for the installation of a solar voltaic system; and

WHEREAS, Section 9 of Exhibit 4 of the City Hall PPA provides that when there are changes in law that have a material adverse effect on the cost to Seller of performing its obligations, then the parties to the agreement will meet in good faith to negotiate amendments to the agreement that are reasonably necessary to preserve the economic value of the agreement to both parties; and

WHEREAS, in October 2018 SolEd Benefit Corp notified the City of material changes in law and requested negotiation of certain alternate terms in the City Hall PPA to preserve the economic value of the agreement to both parties; and

WHEREAS, after negotiation, SolEd Benefit Corp requests, and City staff recommends, that the City Council approve an amendment of the City Hall PPA in the form attached hereto as Exhibit A; and

WHEREAS, California Government Code section 4217 authorizes a public agency to enter into an energy service contract that its governing body determines is in the best interests of the public agency if the determination is made at a regularly scheduled public hearing, public notice of which is given at least two weeks in advance; and

WHEREAS, pursuant to Government Code section 4217, the City Council conducted a public hearing on April 2, 2019 and has determined that findings can be made that the projected anticipated cost for solar energy services for City Hall under the City Hall PPA, amended as requested by SolEd Benefit Corp, will be less than the anticipated marginal cost of energy that would have been consumed by the City in the absence of this purchase, and that amendment of the City Hall PPA as requested is in the best interests of the City;

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes the City Manager to execute "Amendment No. 1 to Solar Purchase Agreement, approved March 19, 2018" with SolEd Solar Holdings V, LLC, the managing member of which is SolEd Benefit Corp, attached hereto as Exhibit A and incorporated herein by reference, subject to final approval as to form by the City Attorney.

I, LINDSAY LARA, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of San Rafael, held on Tuesday, the 2nd of April 2019, by the following vote, to wit:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

Lindsay Lara, City Clerk

Solar Power Purchase Agreement

This Solar Power Purchase Agreement (this "Agreement") is dated as of March 10, 2018 (the "Effective Date"), and is witnessed, acknowledged, and executed by authorized representatives of SolEd Solar Holdings V, LLC, a California limited liability company ("**Seller**"), the managing member of which is SolEd Benefit Corp, a California Benefit Corporation, and the City of San Rafael, California, a municipality of the State of California ("**Purchaser**" and, together with Seller, each, a "**Party**" and together, the "**Parties**"), as evidenced by their signature on this cover page.

RECITALS

- A. Purchaser wishes to meet its power requirements cost effectively, efficiently and in an environmentally-friendly manner;
- B. Purchaser has solicited proposals from persons, firms, organizations, and/or other legal entities to provide such power from renewable resources in a cooperative/joint solicitation coordinated by the City of San Rafael;
- C. Seller is in the business of designing, constructing, owning, financing and operating solar photovoltaic electric generating systems for the purpose of selling power generated by the systems to its Purchasers at the lowest practical lifetime cost of clean energy;
- D. Purchaser has selected Seller and its engineering, procurement and construction firm to design, construct, own, finance and operate a solar photovoltaic generating system to be located on its property subject to the terms, conditions, covenants and provisions set forth herein;
- E. Seller intends to construct, own, and operate renewable energy-powered generating facilities and desires to sell electricity produced by such generating facilities together with Environmental Attributes and Environmental Incentives to Purchaser pursuant to the terms, conditions, covenants and provisions set forth herein; and
- F. Purchaser desires to purchase electricity generated by Seller's generating facility, together with all Environmental Attributes and Environmental Incentives pursuant to the terms and conditions set forth herein;

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

Purchaser:		Seller:	
Name and Address	City of San Rafael P.O. Box 151560 San Rafael, CA 94901 Attention: Jim Schutz, City Manager	Name and Address	SolEd Solar Holdings V, LLC, c/o SolEd Benefit Corp, Managing Member P.O. Box 151731 San Rafael, CA 94915-1731 Attention: David Kunhardt, CEO
Phone	(415) 485-3070	Phone	(415) 609-7893
Fax	None	Fax	None
E-mail	city.manager@cityofsanrafael.org	E-mail	david@sol-ed.com
Premises Ownership	Purchaser <input checked="" type="checkbox"/> owns <input type="checkbox"/> leases the Premises, also known as City Hall.	Additional Seller Information	Seller is a Benefit corporation, incorporated in California in 2013, serving the mission of delivering the lowest lifetime cost of clean energy to public clients.

This Agreement sets forth the terms and conditions of the service contract for purchase and sale of (a) solar generated electric energy from the solar panel system described in **Exhibit 2** (the "System") and (b) car charging stations described in **Exhibit 2** (the "Car Charging Stations") to be installed at Purchaser's facility described in **Exhibit 2, Attachment A** (the "Facility"). The terms and conditions of this Agreement are provided and intended for use by public agencies affiliated or not affiliated with Purchaser, but with similar procurement and contracting regulations as those of Purchaser.

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

<u>Exhibit 1</u>	Basic Terms and Conditions
<u>Exhibit 2</u>	System Description
<u>Exhibit 3</u>	Credit Information
<u>Exhibit 4</u>	General Terms and Conditions
<u>Exhibit 5</u>	Form of Memorandum of License
<u>Exhibit 6-1</u>	Engineering and Construction Requirements
<u>Exhibit 6-2</u>	Equipment Warranties
<u>Exhibit 7</u>	(Intentionally Blank)
<u>Exhibit 8</u>	Milestone Schedule
<u>Exhibit 9</u>	Insurance Requirements
<u>Exhibit 10</u>	Seller and Purchaser Agreed Responsibilities

Purchaser: City of San Rafael

Seller: SolEd Solar Holdings V, LLC

Signature: _____



Signature: _____



Printed Name: Jim Schutz

Printed Name: David W. Kunhardt

Title: City Manager

Title: President & CEO

Date: _____

3-27-18

Date: _____

23 March 2018

Exhibit 1

Basic Terms and Conditions – Site: See Below

1. **Term:** Twenty (20) years, beginning on the Commercial Operation Date, as defined in **Exhibit 4, Section 3(a)**.
2. **Additional Terms:** Up to two (2) optional Additional Terms of five (5) years each.
3. **Environment Attributes:** Accrue to Purchaser.
4. **Environmental Incentives:** If applicable, to be directly paid over, or credited to, Purchaser as soon as received.
5. **Contract Price (Discounted):**

Site	City Hall
Contract Year	\$/kWh
1	0.175
2	0.1750
3	0.1794
4	0.1839
5	0.1885
6	0.1932
7	0.1980
8	0.2029
9	0.2080
10	0.2132
11	0.2186
12	0.2240
13	0.2296
14	0.2354
15	0.2412
16	0.2473
17	0.2225
18	0.2003
19	0.1803
20	0.1622

6. **Condition Satisfaction Date:** As set forth in **Exhibit 4, Sections 6(a) and 6(b)**.
7. **Anticipated Commercial Operation Date:**

Site	City Hall
Commercial Op. Date	Sept 30, 2018

8. **Purchaser Options to Purchase System.** None or as set forth in **Exhibit 4, Section 16(b)**.

9. System Installation:

<p>Includes:</p>	<p><input checked="" type="checkbox"/> Design, engineering, permitting, interconnection application and completion, installation, prevailing wage construction, monitoring and communication, rebate and permit application and paperwork processing, and final commissioning of the completed System, complete and accurate As-Built design documents, copies of executed module, inverter, and system workmanship warranties, and Operations and Maintenance services Agreement, as described in Exhibit 6-1 (Engineering and Construction Requirements), and additional items for which Seller has agreed to be responsible as set forth on Exhibit 10.</p> <p><input checked="" type="checkbox"/> 10-year Limited Warranty on workmanship and inverters, 25-year Warranty on PV modules.</p> <p><input checked="" type="checkbox"/> List of Approved Subcontractors</p> <p><input type="checkbox"/> Any like substantive equipment, in the sole discretion of Seller.</p> <p><input type="checkbox"/> State or Utility Rebate, if any.</p> <p><input checked="" type="checkbox"/> Proof of lien-free construction will be provided.</p> <p><input checked="" type="checkbox"/> Interactive Display for Generating Facilities. If this item is checked, the provisions of Exhibit 4, Section 12(b) shall apply.</p>
<p>Excludes:</p>	<p>Payment bonds, performance bond(s), tree removal and tree trimming, groundwork, upgrades or repair to the Facility or utility electrical infrastructure for which Purchaser has agreed to be responsible as set forth on Exhibit 10. To the extent of any conflict between this paragraph and Exhibit 10, the provisions of Exhibit 10 shall govern.</p>

Exhibit 2
System Description

1. **System Location:** Listed Below

2. **System Size (DC kW):**

Site	City Hall
System Size (kW-DC-STC)	273.7

3. **Expected Contract Quantity (kWh):**

Initial Year Expected Quantity of Energy

Site	City Hall
Month	kWh/Month
January	15,869
February	20,196
March	34,742
April	43,382
May	52,370
June	52,445
July	51,545
August	49,233
September	39,505
October	27,192
November	18,261
December	13,063

Annual Expected Quantity of Energy:

Site Contract Year	City Hall (kWh/Year)
1	417,803
2	416,758
3	415,717
4	414,677
5	413,641
6	412,607
7	411,575
8	410,546
9	409,520
10	408,496
11	407,475
12	406,456
13	405,440
14	404,426
15	403,415
16	402,407
17	401,401
18	400,397
19	399,396
20	398,398

4. **Expected Structure:** Ground Mount Roof Mount Parking Structures Other: Installation of Car Charging Stations

5. **Expected Module(s):**

Site	Manufacturer/Model	Quantity
City Hall	Sunpower SPR-X21-460W COM	595

6. **Expected Inverter(s):**

Site	Manufacturer/Model	Quantity
City Hall	SMA STP24kW-TL, SMA STP20kW-TL	10

7. **Expected Monitoring Provider:**

Site	Manufacturer/Model	Quantity
City Hall	Also Energy	1

8. **Expected Car Charging Station Provider (Under separate agreement with station provider):**

Site	Manufacturer/Model	Quantity
City Hall	Chargepoint Level II (By others) Conduit by SolarCraft	TWO

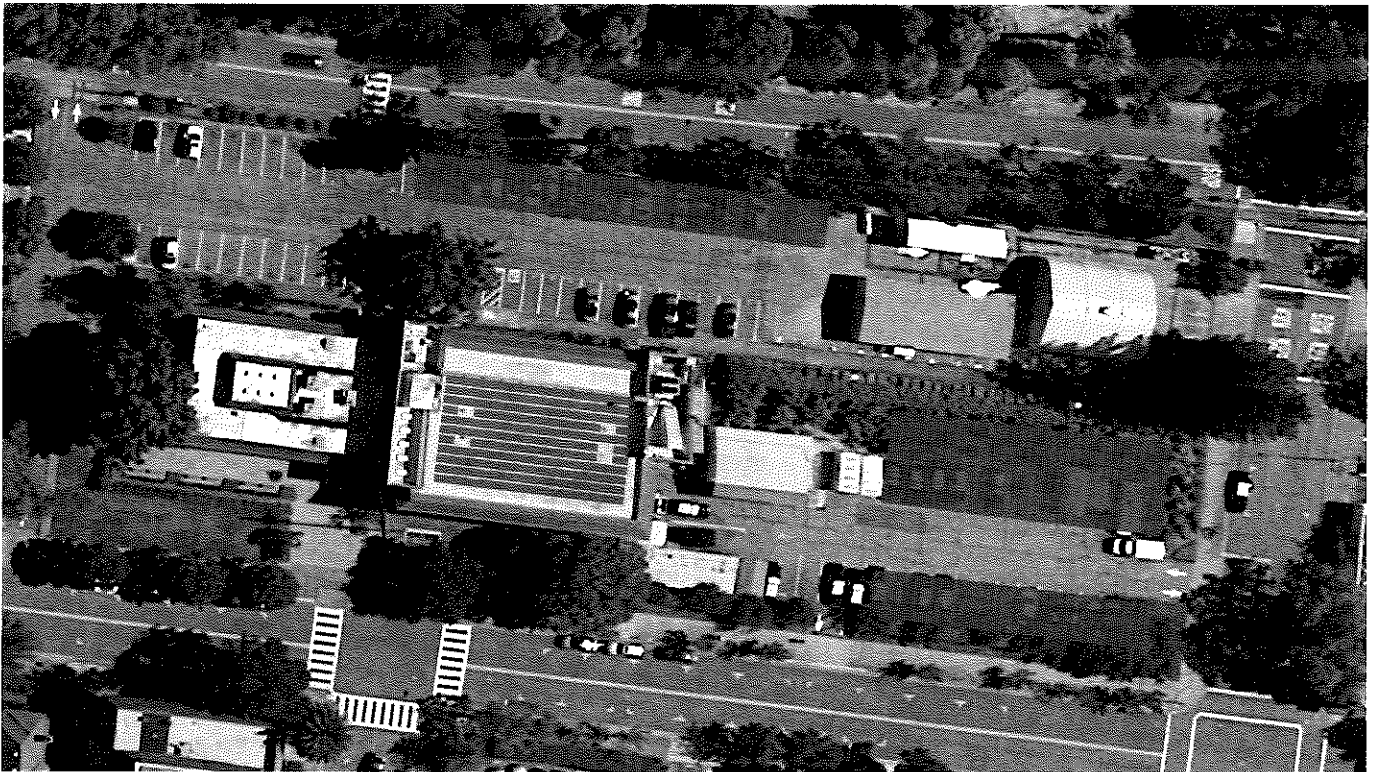
- 9. **Facility and System Layout:** See Exhibit 2, Attachment A
- 10. **Utility:** Pacific Gas & Electric Co. and Marin Clean Energy, as applicable
- 11. **Current & Proposed Utility Tariff:**

Site	Current PG&E	Current MEA	Proposed
City Hall	A10 Non TOU (S)	COM-10A Deep Green	E-19R + MCE Deep Green

- 12. **Warranties:** (i) Warranty for the performance of the System set forth in Section 7(m); (ii) Warranty for meter accuracy set forth in Exhibit 4, Section 12(a); and (iii) Equipment warranties set forth in Exhibit 6-2, executed copies of which will be submitted at construction completion with As-Built documentation.

Exhibit 2
Attachment A:
Facility and System Layout

Aerial Photograph of the Facility	See below
Conceptual Drawing of the System	See below
Delivery Point	See below
Access Point(s)	Typical access for all sites will be necessary for installation and service of systems. This includes but is not limited to the following: roof access, parking lot access, electrical room access, data room access.



**Exhibit 3
Credit Information**

Promptly following the execution of this Agreement, Purchaser shall supply Seller with the following credit information:

PURCHASER INFORMATION							
Name: City of San Rafael					Tax ID: 94-6000424		
Previous & Other Names: N/A				Website: www.cityofsanrafael.org			
Office Address: c/o City Manager's Office, 1400 Fifth Avenue							
City, State, Zip San Rafael, CA 94901							
Phone Number: (415) 485-3070				Fax Number: (415) 459-2242			
Entity Type Check One:	S-Corp	C-Corp	Partnership	Sole Prop	LLC	LLP	Other City
Property Address for Solar Installation: 1400 Fifth Ave			State: CA	Zip Code: 94901	Property Owned by Applicant ✓ YES NO		
Property Type Public City Hall	Insurance Agent Name Self-insured / CJPRMA		Agents Phone: (415)485-3070 / (925) 290-1543		Name of Property Owner if Not Applicant N/A		
Information Requested: Please submit the information required below via electronic format to city.manager@cityofsanrafael.org							
<u>Corporate Records</u>							
<input type="checkbox"/> Not Applicable							
<u>Financial Statements</u>							
<input type="checkbox"/> Public Agency Records. See audit reports here: https://storage.googleapis.com/proudcity/sanrafaelca/uploads/2018/01/FY16-17-CAFR-web.pdf							
<u>Real Estate Documents</u>							
<input type="checkbox"/> Not Applicable							
Seller may request you provide additional documentation to complete the credit evaluation process. Seller will notify you if additional information is required.							

The above information and any information attached is furnished to Seller and its Financing Parties in connection with the Application of credit for which you may apply.

NOTICE: The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance programs; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Office of the Comptroller of the Currency, Customer Assistance Unit, 1301 McKinney Street, Suite 3450, Houston, Texas 77010-9050. Seller is an equal opportunity service provider.

Signature:



Title:

City Manager

Date:

3-28-18

Exhibit 4
Solar Power Purchase Agreement
General Terms and Conditions

1. **Definitions and Interpretation:** Unless otherwise defined or required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) the words “herein,” “hereof” and “hereunder” refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; (c) references to any agreement, document or instrument mean such agreement, document or instrument as amended, modified, supplemented or replaced from time to time; and (d) the words “include,” “includes” and “including” mean include, includes and including “without limitation.” The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.

2. **Purchase and Sale of Electricity.** Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, all of the electric energy generated by the System (the “**Energy**”) for each Contract Year during the Initial Term and any Additional Term (as defined in **Exhibit 1**, and collectively the “**Term**”), up to 110% of Expected Contract Quantity for each Contract Year set forth on **Exhibit 2**. Purchaser shall have the option, but not the obligation, to purchase the Energy in excess of 110% of the Expected Contract Quantity. Seller will first offer any Energy beyond the 110% cap to Purchaser and, only if Purchaser does not exercise its option to purchase all or a portion of such excess Energy, Seller shall be permitted to resell the excess Energy, provided such sale is in accordance with all applicable laws. Energy generated by the System will be delivered to Purchaser at the delivery point identified on **Exhibit 2** (the “**Delivery Point**”). Purchaser shall take title to the Energy at the Delivery Point, and risk of loss will pass from Seller to Purchaser at the Delivery Point. Purchaser may purchase electric energy for the Facility from other sources if Purchaser’s electric requirements at the Facility exceed the Energy generated by the System. Any delivery of Energy prior to the Commercial Operation Date shall be treated as limited amounts of test energy only and shall not indicate that the System has been put in commercial operation, and Purchaser shall not be under obligation to pay for such test energy. Seller shall deliver to Purchaser the Energy at the Delivery Point free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto, by any person. For the avoidance of doubt, Seller’s obligation to deliver Energy unencumbered shall not in any way affect Seller’s ability to grant a security interest in or otherwise encumber the System in accordance with the terms of this Agreement. “**Contract Year**” means the twelve month period beginning at 12:00 AM on the Commercial Operation Date or on any anniversary of the Commercial Operation Date and ending at 11:59 PM on the day immediately preceding the next anniversary of the Commercial Operation Date, provided that the first Contract Year shall begin on the Commercial Operation Date.

3. **Term and Termination.**
 - a. **Initial Term.** The initial term (“**Initial Term**”) of this Agreement shall commence on the Commercial Operation Date (as defined below) and continue for the length of time specified in **Exhibit 1**, unless earlier terminated as provided for in this Agreement. Following Purchaser’s inspections pursuant to Section 7(c)(iii) below, the “**Commercial Operation Date**” is the date Seller gives Purchaser written notice that the System is mechanically complete and capable of providing electric energy to the Delivery Point. Such notice shall be deemed effective unless Purchaser reasonably objects within five (5) business days of the date of receipt of such notice. Upon submittal of the notice, Seller will give Purchaser copies of certificates of completion or similar documentation from Seller’s contractor, including signed Building Inspection card, and the interconnection or similar agreement with the entity authorized and required under applicable law to provide electric distribution service to Purchaser at the Facility (the “**Utility**”), as set forth on **Exhibit 2**. The notice shall also include commissioning test results. This Agreement is effective as of the Effective Date and, subject to the provisions of **Section 18** below, Purchaser’s failure to enable Seller to provide the electric energy by preventing it from installing the System or otherwise not performing under this Agreement shall not excuse Purchaser’s obligations to make payments that otherwise would have been due under this Agreement.

 - b. **Additional Terms.** Prior to the end of the Initial Term or of any applicable Additional Term, as defined below, if Purchaser has not exercised its option to purchase the System, Purchaser may give Seller written notice of its desire to extend this Agreement on the terms and conditions set forth herein for the number and length of additional periods specified in **Exhibit 1** (each such additional period, an “**Additional Term**”). Such notice shall be given, if at all, not more than three hundred sixty five (365) days and not less than ninety (90) days before the last day of the Initial Term or the then current Additional Term, as applicable. If Purchaser delivers such notice, the Parties shall promptly meet and confer to discuss and agree upon the (i) Expected Contract Quantity, (ii) Contract Price for Contract Years 2-5 of the Additional Term and (iii) Termination Payment applicable for each Contract Year of such Additional Term. The Parties agree that the Contract Price applicable during the first Contract Year of any Additional Term shall be the

same as the Contract Price in effect during the last Contract Year of the Initial Term or prior Additional Term, as applicable. If Seller and Purchaser successfully agree on such terms within sixty (60) days of the date such notice is delivered by Purchaser, Purchaser and Seller shall enter into an amendment to this Agreement which shall state the mutually agreed upon Expected Output Quantity, Contract Price and Termination Payment applicable for each Contract Year of the Additional Term and confirm that all other terms of this Agreement shall continue unchanged in full force and effect. If the Parties are unable to agree on such terms during such sixty (60) day period despite the Parties good faith efforts to reach agreement, Seller shall be deemed to have rejected the offer for an Additional Term. The Additional Term shall begin immediately upon the conclusion of the Initial Term or the then current term and this Agreement shall terminate at the end of the Initial Term (if the same has not been extended) or the then current Additional Term.

c. Termination.

- i. **Prior to Commencement of Construction.** Purchaser may terminate this Agreement at any time upon written notice prior to Seller's delivery of full notice to proceed to contractor by Seller. Upon such termination, Purchaser shall reimburse Seller for all reasonable documented out-of-pocket costs incurred by Seller in connection with its diligence, investigations, and the design, engineering, permitting and procurement of materials for the System ("**Design Cancellation Payment**") as evidenced by the submission of engineering and design drawings in accordance with the Milestone schedule on **Exhibit 8** and other reasonable supporting documentation; provided, if such termination occurs (A) prior to the date that System engineering and design drawings are 50% complete, the Design Cancellation Payment shall not exceed Five Thousand and 00/100 Dollars (\$5,000), (B) prior to the date that System engineering and design drawings are 90% complete, the Design Cancellation Payment shall not exceed Nine Thousand and 00/100 Dollars (\$9,000), and (C) prior to the date that System engineering and design drawings are 100% complete, the Design Cancellation Payment shall not exceed Fifteen Thousand and 00/100 Dollars (\$15,000). Purchaser's payment to Seller of the Design Cancellation Payment shall be Seller's sole and exclusive remedy for such termination.
- ii. **Following Commencement of Construction.** Purchaser may terminate this Agreement at any time after Seller's delivery of full notice to proceed to the contractor upon thirty (30) days prior written notice to Seller. In the event of termination by Purchaser after the delivery of full notice to proceed by Seller, Purchaser shall pay to Seller the applicable Termination Payment set forth in **Exhibit 4, Attachment A**, and Seller shall, at its expense, cause the applicable System to be disconnected and removed from the Facility and remediate and restore the Facility in accordance with Seller's obligations in **Section 11**. Notwithstanding the foregoing, Purchaser shall not be obligated to pay the Termination Payment in the event Purchaser terminates this Agreement due to (i) the failure of Purchaser's Conditions Precedent pursuant to **Section 6(c)**; (ii) Seller's Default pursuant to **Section 13(b)**; or (iii) a Force Majeure event pursuant to **Section 18(d)**.

4. Billing and Payment.

- a. **Monthly Charges.** Purchaser shall pay Seller monthly for the Energy delivered to the Delivery Point at the \$/kWh rate shown in **Exhibit 1** (the "**Contract Price**") for the current Contract Year. The first Contract Year shall start on the Commercial Operation Date, and each succeeding Contract Year shall begin on the succeeding anniversary of the Commercial Operation Date. The monthly payment for such Energy will be equal to the applicable \$/kWh rate multiplied by the number of kWh of Energy generated during the applicable month, as measured by the System Meter.
- b. **Monthly Invoices.** Seller shall invoice Purchaser monthly, either manually or through ACH. Such monthly invoices shall state (i) the amount of Energy produced by the System and delivered to the Delivery Point, (ii) the rates applicable to, and charges incurred by, Purchaser under this Agreement and (iii) the total amount due from Purchaser. The Contract Price includes ACH invoicing. If manual invoicing is required, a twenty five dollar (\$25) handling charge will be added to each invoice.
- c. **Taxes.** Seller shall either pay or reimburse Purchaser for any and all Taxes assessed on the generation, sale, delivery or consumption of electric energy produced by the System or the interconnection of the System to the Utility's electric distribution system, including property Taxes on the System; provided, however, Seller will not be required to reimburse Purchaser or otherwise pay for (i) any Taxes during periods when Seller fails to deliver electric energy to Purchaser as a result of Purchaser's gross negligence, willful misconduct or breach of this Agreement by Purchaser or (ii) any Taxes which are imposed by any applicable law or regulation made effective after the Effective Date. Notwithstanding the foregoing, Seller shall be exempt from any tax, fee, levee or other charge now or hereafter

assessed by Purchaser related to or applicable to energy use and/or sale. For purposes of this Section 4(c), “**Taxes**” means any federal, state and local ad valorem, income, property, possessory interest, occupation, generation, privilege, sales, use, consumption, excise, transaction, and other taxes, regulatory fees, surcharges or other similar charges.

- d. **Payment Terms.** All amounts due under this Agreement shall be due and payable net thirty (30) days from receipt of invoice. If payment is not received within the thirty (30) day period, the Party to whom payment is due (a “payee”) shall send notice of past-due amount. After the payee sends such notice, any undisputed portion of the invoice amount not paid within the following thirty (30) day period shall accrue interest at the annual rate of the prime rate plus two percent (2%) (but not to exceed the maximum rate permitted by law).

5. **Tax Credits, Environmental Attributes and Environmental Incentives.**

- a. **Ownership of Tax Credits, Environmental Attributes and Environmental Incentives.** Seller, as owner of the energy generating equipment, is the owner of all Tax Credits and other tax attributes of ownership, and Purchaser shall cooperate with Seller in perfecting such ownership. Seller acknowledges that Purchaser has made no statements, representations or warranties regarding the eligibility of the System for the Tax Credits, and Seller is not relying on any statement, representation or warranty by Purchaser or any third party with respect to the Tax Credits in entering into this Agreement. As specified on Exhibit I, Purchaser is the owner of all Environmental Attributes and any applicable Environmental Incentives). Seller shall cooperate with Purchaser in obtaining, securing and transferring all Environmental Attributes and Environmental Incentives to Purchaser. Purchaser shall not be obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Seller.
- b. **Transfer of Environmental Attributes.** Throughout the Term, Seller shall transfer to Purchaser, and Purchaser shall receive from Seller, all rights and interest in and to the Environmental Attributes and any applicable Environmental Incentives, whether now existing or subsequently generated or acquired (other than by direct purchase from a third party) by Seller, or that hereafter come into existence, during the Term, as a component of the Energy purchased by Purchaser from Seller hereunder. Seller agrees to transfer and make such Environmental Attributes and any applicable Environmental Incentives available to Purchaser immediately to the fullest extent allowed by applicable law upon Seller’s production or acquisition of such Environmental Attributes or Environmental Incentives. Seller agrees that the Contract Price, as applicable, is the full compensation for all Environmental Attributes and any applicable Environmental Incentives (except as otherwise agreed by the Parties).
- c. **No Transfer to Third Parties.** Seller shall not assign, transfer, convey, encumber, sell or otherwise dispose of any portion of the Environmental Attributes or Environmental Incentives to any person other than Purchaser.
- d. **Reporting.** Seller shall take such actions as are reasonably necessary to ensure that the Environmental Attributes are tracked for purposes of satisfying the requirements of the California Renewables Portfolio Standard. . During the Term, Seller shall not report to any person that the Environmental Attributes granted hereunder to Purchaser belong to anyone other than Purchaser, and Purchaser may report under any program that such attributes purchased hereunder belong to it.
- e. **Attestation.** On or shortly after the final day of each Contract Year, Seller shall document the transfer of Environmental Attributes and any applicable Environmental Incentives (as agreed by the Parties) to Purchaser under this Agreement by delivering to Purchaser an attestation of Environmental Attributes and any applicable Environmental Incentives (as agreed by the Parties) transferred under this Agreement in the preceding Contract Year. The form of attestation is set forth as Exhibit 7, which Form of Attestation may be updated or changed by Purchaser with Seller’s prior written approval, not to be unreasonably withheld, as necessary to ensure that Purchaser receives full and complete title to, and the ability to record with WREGIS or any successor EA Agency as its own, all of the Environmental Attributes and any applicable Environmental Incentives (as agreed by the Parties) purchased hereunder.
- f. **Documentation.** At Purchaser’s option, the Parties, each at their own expense, shall execute all such documents and instruments in forms reasonably approved by the Parties in order to affect the transfer of the Environmental Attributes specified in this Agreement and any applicable Environmental Incentives (as agreed by the Parties) to Purchaser or its designees, as Purchaser may reasonably request. From and after Seller’s transfer of Environmental Attributes or any applicable Environmental Incentives (as agreed by the Parties) to Purchaser, Seller will have no obligation, risk, liability or benefit to, from or arising out of such Environmental Attributes or as a consequence of Purchaser’s determination to keep, sell, or retire any such Environmental Attributes.

g. **Defined Terms.** As used in this Section 5 the following definitions shall apply:

“**EA Agency**” means any Governmental Authority that has responsibility for or jurisdiction over a program involving transferability of Environmental Attributes, including, for example, the Clean Air Markets Division of the United States Environmental Protection Agency, the California Resources, Conservation and Development Commission, the California Public Utilities Commission, and any successor agency thereto.

“**Environmental Attributes**” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the System, the production of electrical energy from the System and its displacement of conventional energy generation, including (a) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; and (c) the reporting rights related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Credits. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Environmental Incentives and Tax Credits. Purchaser and Seller shall file all tax returns in a manner consistent with this Section 5. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, Renewable Energy Credits or certificates, emissions reduction credits, emissions allowances, Green Tag Reporting Rights, tradeable renewable credits and Green-e® products.

“**Environmental Incentives**” means any and all credits, rebates, subsidies, payments or other incentives that relate to self-generation of electricity, the use of technology incorporated into the System, environmental benefits of using the System, or other similar programs available from the Utility, any other regulated entity or any Governmental Authority.

“**Governmental Authority**” means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity (including the Federal Energy Regulatory Commission or the California Public Utilities Commission), or any arbitrator with authority to bind a party at law.

“**Tax Credits**” means any and all (a) investment tax credits, (b) production tax credits and (c) similar tax credits or grants under federal, state or local law relating to the construction, ownership or production of energy from the System.

“**WREGIS**” means the Western Renewable Energy Generation Information System or any successor renewable energy tracking program.

6. **Conditions to Obligations.**

a. **Conditions to Seller’s Obligations.** Seller’s obligations under this Agreement, to the extent first accruing and arising from and after the applicable Condition Satisfaction Date and the expiration of the time periods set forth in Section 6(c) below, are conditioned on the completion of the following conditions (collectively “**Seller’s Conditions Precedent**”) to Seller’s reasonable satisfaction on or before the date specified below (each a “**Condition Satisfaction Date**”):

On or before the date that is sixty (60) days following the Effective Date:

- i. Completion of physical inspections of the Facility and the property upon which the Facility is located (the “**Premises**”) including, if applicable, geotechnical work, title review, inspections of electrical systems and infrastructure, and other real estate due diligence to confirm the suitability of the Facility and the Premises for the System;
- ii. Receipt of an executed financing commitment for the construction of the System from a Financing Party (“**Financing Term Sheet**”);

- iii. Approval of (A) this Agreement and (B) the Construction Agreement for the System by Seller's Financing Parties. "**Construction Agreement**" as used in this subsection means an agreement between Seller and any contractor or subcontractor to install the System;

On or before the date that is one hundred eighty (180) days following the Effective Date:

- iv. Receipt of all necessary zoning, land use and building permits necessary to construct and operate the System; including without limitation, receipt of Purchaser's notice to proceed under CEQA (as defined below) pursuant to Section 6(b)(iv) below and a fully executed CEQA Cost Sharing Agreement (as defined below) if applicable;
- v. Execution of all necessary agreements with the Utility for interconnection of the System to Facility electrical system and/or the Utility's electric distribution system; and
- vi. Prior to Seller commencing construction and installation of the System, Seller shall have received (A) proof of insurance for all insurance required to be maintained by Purchaser under this Agreement, and (B) written confirmation in recordable form acceptable to Seller and Seller's Financing Parties from any person or entity holding a mortgage, lien or other encumbrance over the Premises or the Facility, as applicable, that such person will recognize Seller's rights under this Agreement for as long Seller is not in default hereunder.

The Seller's Conditions Precedent set forth in this Section 6(a) are solely for the benefit of Seller and may only be waived or deemed satisfied by Seller in Seller's sole but reasonable discretion.

- b. **Conditions to Purchaser's Obligations.** Purchaser's obligations under this Agreement, to the extent first accruing and arising from and after the applicable Condition Satisfaction Date and the expiration of the time periods set forth in Section 6(c) below, are conditioned on the completion of the following conditions (collectively, the "**Purchaser's Conditions Precedent**") to Purchaser's reasonable satisfaction on or before the date specified below (each, a "**Condition Satisfaction Date**"):

Purchaser's obligations under Section 4(a) of this Agreement are conditioned upon the following:

- i. The occurrence of the Commercial Operation Date on or before the Anticipated Commercial Operation Date set forth on Exhibit 1;

Purchaser's obligations under this Agreement other than under Section 4(a) of this Agreement are conditioned upon the following occurring on or before the date that is one hundred eighty (180) days following the Effective Date:

- ii. Purchaser shall have received a copy of the Financing Term Sheet;
- iii. Purchaser shall have received proof of insurance for all insurance required to be maintained by Seller under this Agreement;
- iv. Purchaser shall be in compliance with the California Environmental Quality Act ("**CEQA**"), Pub. Res. Code § 21000 *et seq.* to Purchaser's reasonable satisfaction. Seller shall not have any right to install the System until Purchaser has fully complied with CEQA, issued a statement to Seller attesting to the fact that Purchaser has fully complied with CEQA as it relates to the System, and issued a notice to proceed to Seller. Purchaser expects to satisfy the CEQA requirements with a Notice of Exemption for each project. If Purchaser, in its discretion, determines that a mitigated negative declaration ("**MND**") or environmental impact report ("**EIR**") is required to comply with CEQA, then Purchaser shall, within thirty (30) days of such determination, provide Seller with a written statement detailing the reasons that Purchaser believes that MND or EIR is required to comply with CEQA, the estimated cost to comply with CEQA for the System, and a statement that it will or will not pay for the estimated cost to comply with CEQA for the applicable System. If Purchaser declines to pay for all of the estimated costs to comply with CEQA, Purchaser may negotiate with Seller to share such costs and any agreement reached by the Parties to share such cost shall be in writing, duly executed by the Parties (a "**CEQA Cost Sharing Agreement**"); and

- v. Purchaser's reasonable approval of the Construction Agreement; provided, Purchaser may only withhold its approval of the Construction Agreement if the terms and conditions of the Construction Agreement directly conflict with the terms and conditions of this Agreement.

The conditions precedent set forth in this Section 6(b) are solely for the benefit of Purchaser and may only be waived or deemed satisfied by Purchaser in Purchaser's sole but reasonable discretion.

- c. **Failure of Conditions.** If any of the conditions set forth in Section 6(a) or Section 6(b) are not waived or deemed satisfied by the Party benefited by such condition on or before the applicable Conditions Satisfaction Date, the Parties will meet and confer in good faith to negotiate an extension of the applicable Conditions Satisfaction Date; with each Party agreeing that it will not unreasonably withhold its approval of a proposed extension requested by the other Party. If the Parties are unable to agree upon the extension of any Conditions Satisfaction Date within twenty (20) days following the expiration of the applicable Conditions Satisfaction Date despite their good faith efforts, then the Party benefited by the condition that has not been satisfied or waived by the applicable Conditions Satisfaction Date may terminate this Agreement upon ten (10) days written notice to the other Party without liability for costs or damages or triggering a default under this Agreement other than as set forth below. For the avoidance of doubt, if Purchaser terminates the Agreement pursuant to the terms of this Section 6(c), no Termination Payment or Design Cancellation Payment shall be payable by Purchaser hereunder. Each Party hereby covenants and agrees to use commercially reasonable and diligent efforts to cause the conditions precedent to such Party's obligations to be satisfied prior to applicable Conditions Satisfaction Date specified.

7. Seller's Rights and Obligations.

- a. **Generally.** Seller shall develop, construct, finance, own, maintain and operate the System in accordance with this Agreement, all requirements of applicable law, all permits and governmental approvals, the Current Utility Tariff and/or Proposed Utility Tariff, as applicable, and Prudent Industry Practice. "**Prudent Industry Practice**" means those practices, methods and equipment, as changed from time to time, that: (i) when engaged in, or employed, are commonly used in the State of California in prudent electrical engineering, construction and operations to operate electricity equipment lawfully and with safety, reliability, efficiency and expedition; or (ii) in the exercise of reasonable judgment considering the facts known, when engaged in could have been expected to achieve the desired result consistent with applicable law, safety, reliability, efficiency, and expedition. Prudent Industry Practices are not limited to an optimum practice, method, selection of equipment or act, but rather are a range of acceptable practices, methods, selections of equipment or acts.
- b. **Permits and Approvals.** Seller, with Purchaser's reasonable cooperation, shall use commercially reasonable efforts to obtain, maintain, comply with and, as necessary, renew and modify from time to time, at its sole cost and expense:
 - i. any zoning, land use and building permits required to construct, install and operate the System; and
 - ii. any agreements and approvals from the Utility necessary in order to interconnect the System to the Facility electrical system and/or the Utility's electric distribution system.
- c. **Engineering and Construction Requirements.** All elements of design, engineering and construction of the System are Seller's responsibility. Seller shall design, engineer and construct the System in accordance with the engineering and construction requirements set forth on Exhibit 6-1 hereto (the "**Engineering and Construction Requirements**") and timelines for milestones set forth on Exhibit 8 (the "**Milestones**").
 - i. **Design Acceptance.** By the applicable Milestone date set forth on Exhibit 8, Seller shall provide Purchaser with a complete design and engineering plan, including blueprints, plans, engineering drawings, specifications and structural reports for the System (the "**Design Plans**") for Purchaser's review. Within thirty (30) days of receiving such plans, Purchaser shall provide Seller with (i) a letter accepting Seller's proposed Design Plans for the System, or (ii) a report explaining why the System cannot meet the structural support and weight standards that Purchaser provided to Seller; provided that if Seller does not receive a letter or a report within such thirty (30) day period, Purchaser shall be deemed to have accepted Seller's proposed Design Plans. If Purchaser delivers to Seller the report described in clause (ii) above, Seller shall revise the Design Plans so that the System meets the structural support and weigh standards of the Facility and resubmit the Design Plans to Purchaser for approval within thirty (30) days of receipt of such report. Such resubmission shall restart the Design Plan acceptance process pursuant to this Section 7(c)(i); provided,

Purchaser shall provide Seller with a letter accepting Seller's revised Design Plans for the System, or a report explaining why the System cannot meet the structural support and weight standards provided by Purchaser within fifteen (15) days of Seller's resubmittal. Notwithstanding the foregoing, Seller shall not be permitted to commence construction of the System until it has received a notice to proceed from Purchaser in accordance with Section 6(b)(iii).

- ii. **Milestones**. Seller shall diligently pursue completion of all Milestones by the required dates set forth on Exhibit 8. The Parties agree that time is of the essence in connection with the completion of the System, and that Milestones for the development, financing and construction of the System must be achieved in a timely fashion. Upon becoming aware that Seller will, or is reasonably likely to, fail to achieve one or more Milestone(s) by the required date, for any reason including a Force Majeure Event, Seller shall so notify Purchaser in writing immediately. Such notice shall explain the cause of the delay, provide an updated date for achievement of the Milestone(s), and describe Seller's plan for meeting such Milestone(s). Seller's notice will also explain any impact such delay may have on any other Milestone, and the measures to be taken to mitigate such impact.
- iii. **Mechanical Completion and Substantial Completion**. Seller shall notify Purchaser when full notice to proceed is issued to the contractor. Seller shall provide Purchaser with a copy of any certificate of mechanical completion or certificate of substantial completion from the contractor promptly following receipt thereof. Upon receipt of such certificate, Purchaser shall schedule an inspection of the System for a date, mutually agreeable to Seller and Purchaser, which is within ten (10) business days following Purchaser's receipt of the certificate of substantial completion or mechanical completion for the System. Following Purchaser's inspection of the System, Purchaser may, within five (5) business days of the inspection, prepare and provide to Seller a list of any observed defects or deficiencies in the construction work or discrepancies between installed equipment and workmanship and this Agreement or the Construction Agreement. If Seller disputes any items on Purchaser's list, the Parties shall promptly meet and confer in a good faith effort to resolve any such disputes. Seller shall be responsible for completion, correction, or otherwise addressing issues identified by Purchaser, and shall provide a written response to Purchaser setting forth the actions taken in response to such items or explaining why no action is necessary. If requested by Purchaser, Seller shall schedule and arrange a follow-up inspection for Purchaser and Seller after all items on Purchaser's list are resolved. For the avoidance of doubt, such items shall be corrected without cost to Purchaser. All items identified by Purchaser, except those items specifically excepted by mutual agreement between Purchaser and Seller, shall be completed before Seller accepts the certificate of mechanical completion or certificate of substantial completion, as applicable.
- iv. **Reporting**. Seller shall provide bi-weekly (i.e. every other week) reports to Purchaser detailing the status of the design, engineering and construction of the System and Seller's progress in achieving the Milestones. Following the completion of the construction of the System, Seller shall deliver Purchaser a copy of As-Built drawings and copies of all executed warranties relating to the System. Seller will create, maintain and provide to Purchaser minutes of meetings between the representatives of Seller and Purchaser during the design, engineering and construction phase of the System. "**As-Built**" shall mean final record drawings based on redlines from the field reflecting the System as constructed.
- v. **Force Majeure Event**. In the event that a Force Majeure event causes any delay in the achievement of a Milestone by the date set forth in Exhibit 8, such Milestone's deadline shall be extended, together with any Force Majeure event extensions for other Milestones, for a period not to exceed twelve (12) months in the aggregate. The extension of the deadline for any Milestone shall extend the deadline for all subsequent Milestones, provided that in no event shall the combined extensions for Force Majeure events for any or all of the Milestones exceed twelve (12) months. In the event the combined extensions for Force Majeure events for any or all Milestones exceeds twelve (12) months (but not prior to such time), Purchaser shall be permitted to exercise its rights pursuant to Section 18(d).
- vi. **Waiver of Right**. Purchaser may, at its discretion, grant extensions for Milestones or waivers for Seller's failure to meet any of the Milestones, but in no way shall any such extension or waiver constitute a waiver of any future failures by Seller to meet other Milestones. For the avoidance of doubt, Purchaser's consent to extensions of the Milestones pursuant to Section 7(c)(v) shall not be required.

- d. **Standard System Repair and Maintenance; Repair of Facility.** Seller shall construct and install the System at the Facility. During the Term, Seller will operate and perform all routine and emergency repairs to (including replacement of), and maintenance of, the System at its sole cost and expense, except for any repairs or maintenance resulting from the negligence, willful misconduct or breach of this Agreement by Purchaser, its employees, agents, contractors (other than Seller or Seller's contractors and subcontractors) or consultants (together with Purchaser, collectively, the "Purchaser Parties" and individually, a "Purchaser Party"). If the System is damaged or destroyed other than by the negligence or willful misconduct of any Purchaser Party, Seller shall promptly repair and restore the System to its pre-existing condition, subject to the provisions of this Section 7(d) and Section 15(a) below. The cost to repair, replace or restore any portion of the System due to the negligence or willful misconduct or breach of this Agreement by any Purchaser Party shall be paid by Purchaser. Seller and Purchaser shall use commercially reasonable efforts to coordinate scheduling of regular maintenance to minimize impacts to Facility operations and maximize System output of Energy during the months of May through October. Seller shall not be responsible for any work done by others on any part of the System unless Seller authorizes that work in advance in writing. Seller shall not be responsible for any loss, damage, cost or expense arising out of or resulting from improper environmental controls or improper operation or maintenance of the System by anyone other than Seller or Seller's contractors. If the System requires repairs for which Purchaser is responsible, Seller shall cause its contractor prepare a written estimate of the cost to make such repairs or replacements, calculated using standard market rates, and such repairs and replacements shall be made by Seller's contractor at Purchaser's sole cost and expense. If, based on the estimated cost of such replacement or repairs, Purchaser does not wish to have the System repaired or replaced, Purchaser may elect to terminate this Agreement pursuant to Section 3(c). Seller and any Financing Party may nullify such termination notice by written notice to Purchaser delivered on or before the expiration of such thirty (30) day period stating that Seller or the Financing Party has elected to pay for the cost of such replacement or repairs in excess of any insurance proceeds available from any insurance policy issued to Purchaser (which for purposes of clarification does not include Purchaser's self-insurance pool) by a third party insurance carrier (such carrier, a "Third Party Insurance Carrier" and such policy, a "Third Party Insurance Policy") which covers such loss or damage. Seller shall promptly notify Purchaser with reasonable notice prior to accessing the Facility to make standard repairs. Seller shall promptly notify Purchaser of any matters of which it is aware pertaining to any damage to or loss of use of the System or that could reasonably be expected to adversely affect the System. Purchaser shall cooperate with Seller in good faith to cause proceeds from any Third Party Insurance Policy to be available to cover the cost of repairs to the System for which Purchaser is responsible to the extent such loss or damage is covered under the terms and conditions of such Third Party Insurance Policy.
- e. **Breakdown Notice.** Seller shall notify Purchaser as soon as practicable and in any event within twenty-four (24) hours following Seller's discovery of (i) any material malfunction in the operation of the System or (ii) an interruption in the supply of electrical energy from the System. Purchaser and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays.
- f. **Suspension.** Notwithstanding anything to the contrary herein, Seller shall, for a total of forty-eight (48) daylight hours per calendar year during the Term, be entitled to suspend delivery of electricity from the System to the Delivery Point for the purpose of maintaining and repairing the System and such suspension of service shall not constitute a breach of this Agreement; provided, that Seller shall use commercially reasonable efforts to minimize any interruption in service to Purchaser. Purchaser shall not be obligated to pay for lost energy production due to (a) Seller system maintenance or repair pursuant to Section 7(d), unless such maintenance and repair is necessitated due to damage caused by the negligence, willful misconduct or breach of this Agreement by any Purchaser Party or (b) a Purchaser Scheduled Outage pursuant to Section 8(e) unless and except to the extent a Purchaser Scheduled Outage exceeds a total of forty-eight (48) daylight hours per calendar year (other than due to a Force Majeure event); provided, that Seller must notify Purchaser of any scheduled suspension at least forty-eight (48) hours in advance of the commencement of such scheduled suspension. In the event that suspensions exceed a total of forty-eight (48) daylight hours per calendar year for a reason other than a Force Majeure event or Purchaser's breach of this Agreement, Seller shall reasonably estimate the amount of electricity that would have been delivered to Purchaser during such excess suspensions and shall pay Purchaser an amount equal to the sum of the net present value (using a discount rate of eight percent (8%)) of the excess, if any, of the reasonably expected cost of electric energy from the Utility (after taking into consideration adjustments for time of use) over the Contract Price for the reasonably expected production of the System during such excess suspensions and the payment of such amount by Seller to Purchaser shall be Purchaser's sole and exclusive remedy for such interruption.
- g. **Use of Contractors and Subcontractors.** Seller shall be permitted to use contractors and subcontractors to perform its obligations under this Agreement, provided however, that such contractors and subcontractors shall be duly

licensed and shall provide any work in accordance with applicable industry standards. Notwithstanding the foregoing, Seller shall continue to be responsible for the quality of the work performed by its contractors and subcontractors and shall require all contracts with all contractors and subcontractors to contain a provision requiring compliance by such contractor or subcontractor with this Agreement and naming Purchaser as a third party beneficiary (though Purchaser assumes no responsibility whatsoever concerning compensation or any other responsibility or liability to contractors or subcontractors). A list of pre-approved contractors and subcontractors to be used for construction of the System shall be scheduled on **Exhibit 4, Attachment B**. All contractors and subcontractors to be used for the construction of the System, other than those that may be scheduled on **Exhibit 4, Attachment B**, shall be subject to Purchaser's prior written consent, not to be unreasonably withheld.

- h. **Liens and Payment of Contractors and Suppliers.** Seller shall not directly or indirectly cause, create, include, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on or with respect to the Facility, the Premises or any interest therein; provided, Seller shall be entitled to finance the System and assign its interest under this Agreement and the License granted hereunder pursuant to Section 19 below. Seller shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Seller under this Agreement and shall keep the Facility free and clear of any liens related to such charges, except for those liens which Seller is permitted by law to place on the Facility following non-payment by Purchaser of amounts due under this Agreement. Seller shall promptly notify Purchaser in writing of the existence of any lien and promptly cause the same (other than Seller's liens for non-payment by Purchaser) to be discharged and released of record without cost to Purchaser. Seller shall indemnify Purchaser for all claims, losses, damages, liabilities and expenses resulting from any such liens filed against the Facility or the Premises; provided, however, that Seller shall have the right to contest any such lien, so long as it provides a statutory bond or other reasonable assurances of payment that either remove such lien from title to the Facility and the Premises or that assure that any adverse judgment with respect to such lien will be paid without affecting title to the Facility and the Premises.
- i. **OSHA Compliance.** Seller shall ensure that all Occupational Safety and Health Act ("OSHA") requirements and other similar applicable safety laws or codes are adhered to in its performance under this Agreement.
- j. **Security.** Seller shall be responsible for using commercially reasonable efforts to maintain the physical security of the System against known risks and risks that should have been known by Seller. Seller will not conduct activities on, in or about the System that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the Facility or the Premises.
- k. **Records.** Seller shall maintain any and all documents and records which demonstrate performance under this Agreement, and all ledgers, books of account, invoices, vouchers, cancelled checks, and other documents evidencing or relating to charges for services, or expenditures and disbursements charged to Purchaser for a minimum period of five (5) years, or for any longer period required by law, from the date of final payment to Seller pursuant to this Agreement. Any documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours, upon five (5) days prior written request by a designated representative of Purchaser. Seller shall not charge Purchaser for Purchaser's inspection of records; provided, Purchaser shall pay any copying or other reproduction costs and for the cost of any audit made at Purchaser's election. Seller shall provide copies of such documents to Purchaser for inspection at Seller's office or at such place as Seller maintains such records at a time that is mutually acceptable to Purchaser and Seller. Where Purchaser has reason to believe that any of Seller's documents relating to this Agreement may be lost or discarded due to dissolution, disbandment or termination of Seller's business, Purchaser may, by written request by any of the above-named officers, require that custody of Seller's documents be given to Purchaser. Seller shall comply with Purchaser's reasonable written request.
- l. **Contractor's Warranties; Cooperation.** Subject to the Financing Party's rights pursuant to Section 19 below, if Seller fails to replace or repair the System as required pursuant to Section 7(d) above, and such failure continues for more than thirty (30) days following Purchaser's written notice to Seller, Purchaser shall have the right, at Seller's cost and expense, to enforce the terms and conditions of any warranty issued to Seller in connection with the System and Seller shall take all reasonable action necessary to enable Purchaser to enforce the terms and conditions of such warranties. Seller shall cause Purchaser to be named as an express third party beneficiary to any warranty provision pertaining to the System contained in any contract between Seller and its general contractor. Seller shall use commercially reasonable efforts to cause Purchaser to be named as an express third party beneficiary to any warranty provision pertaining to the System contained in any contract with any other subcontractor or material supplier. Seller shall, and shall cause its contractors and subcontractors to, work with Purchaser's existing roofing contractors and

manufacturers to ensure original roof warranties, if applicable, stay in effect while the System is installed and operating. The Parties acknowledge that cooperation by Purchaser's existing roofing contractors will be required to maintain original roof warranties. Should existing roofing contractors be unwilling to maintain original roof warranties, Seller will inform Purchaser of such fact in writing, and Purchaser will advise Seller on how to proceed.

- m. **Energy Delivery.** Beginning on the Commercial Operation Date, the System shall produce not less than ninety percent (90%) of the applicable Expected Contract Quantity for any given Contract Year as adjusted for Abnormal Weather Conditions, measured on a rolling, three (3) year cumulative basis, unless, and then only to the extent that, the failure to satisfy the Expected Contract Quantity for a given Contract Year is due to (a) Facility failure, damage or downtime attributable to third parties (other than Seller's contractors and subcontractors); (b) general utility outages or any failure of an applicable electric grid; (c) a Force Majeure Event; or (d) Purchaser's failure to satisfy its obligations hereunder. "**Abnormal Weather Conditions**" shall mean weather conditions which were abnormal for the period of time and could not have been reasonably anticipated, as substantiated with documentation including U. S. Weather Bureau Climatological Reports for the months involved plus a report indicating the average precipitation, temperature, etc., for the past ten (10) years from the nearest reporting station, which such ten-year average will be the basis for determining the number of adverse weather days that could have been reasonably and normally anticipated by Seller. Subject to the terms and conditions of this Agreement, beginning within sixty (60) days of the third anniversary of the Commercial Operation Date and for every Contract Year thereafter, if the delivered Energy of such System for the three (3) year period prior to such anniversary does not equal or exceed ninety percent (90%) of the Expected Contract Quantity for such three (3) year period, Seller will credit Purchaser on its net invoice, an amount equal to the product of (i) the positive difference, if any, of the average price per kWh for the current Utility rate schedule (after taking into consideration adjustments for time of use) during such three (3) year period minus the Contract Price hereunder, multiplied by (ii) the difference between the Energy for such three (3) year period and ninety percent (90%) of the Expected Contract Quantity for such three (3) year period, less any credit previously given covering the same period. This performance guarantee shall remain in place for twenty (20) years from the Commercial Operation Date.
- i. **Limitations.** Pursuant to this Section 7(m), the Parties recognize and agree that (a) payment or credit of amounts by Seller to Purchaser is an appropriate remedy, (b) that the amount credited or paid in any year shall not exceed an amount equal to Twenty Five Dollars (\$25.00) per DC kW of System size (the "**Production Guaranty Cap**"), (c) any such payment or credit does not constitute a forfeiture or penalty of any kind, but rather constitutes anticipated costs of Purchaser under the terms of this Agreement, and (d) that such amounts shall be Purchaser's sole and exclusive remedy for any performance guarantee claim arising out of this Agreement. At the commencement of the first anniversary of the Commercial Operation Date and at the commencement of each Contract Year thereafter, the Production Guaranty Cap shall be increased by an amount equal to three percent (3%) of the Production Guaranty Cap in effect for the prior Contract Year.

8. **Purchaser's Rights and Obligations.**

- a. **License to the Premises; Facility Access Rights.** Subject to Section 8(a)(i) below, during the License Term, Purchaser grants to Seller and to Seller's agents, employees, contractors and assignees an irrevocable non-exclusive license running with the Premises (the "**License**") for access to, on, over, under and across the Premises for the purposes of (i) installing, constructing, operating, owning, maintaining, accessing, removing and replacing the System and conducting inspections and studies related thereto; (ii) performing all of Seller's obligations and enforcing all of Seller's rights set forth in this Agreement; and (iii) installing, using and maintaining electric lines and equipment, including inverters and meters necessary to interconnect the System to Purchaser's electric system at the Facility, to the Utility's electric distribution system, if any, or for any other purpose that may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance or repair of the System.
- i. **Construction License.** During the Construction License Term, Purchaser grants Seller and Seller's contractors and subcontractors a non-exclusive license to use an area of the Premises to be designated by the Purchaser and reasonably acceptable to Seller exclusively as a laydown and construction staging area and for temporary storage (the "**Construction License**"). Notwithstanding Purchaser's grant of the License, all of Seller's construction-related activities must be confined to the area granted in the Construction License. Purchaser shall have no liability whatsoever in connection with property or equipment located in the area of the Construction License, excluding damage caused by the gross negligence or intentional misconduct of any Purchaser Party, and Seller shall indemnify Purchaser for any and all claims arising from the maintenance of such property or equipment; provided, Seller shall not be obligated to indemnify Purchaser for any loss, liability or claims arising out of the gross negligence or intentional misconduct of any Purchaser Party.

- ii. **License Terms.** The term of the License shall continue until the date that is one hundred and eighty (180) days following the date of expiration or termination of this Agreement (the “**License Term**”). The term of the Construction License shall continue until the date that is the final completion date pursuant to the terms of the Construction Agreement (the “**Construction License Term**”). During the License Term and the Construction License Term, Purchaser shall ensure that Seller’s rights under the License and the Construction License, as applicable, and Seller’s access to the Premises and the Facility are preserved and protected. Purchaser shall not interfere with nor shall permit any third parties to interfere with such rights or access.
 - iii. **Parking Interference.** Notwithstanding Seller’s rights under the License and the Construction License, Seller shall not be permitted to occupy any portion of the Premises in a manner that would cause one or more parking spaces to be unavailable for use without the prior written consent of Purchaser, which shall not be unreasonably withheld.
 - iv. **Notice of Entry.** Seller shall notify Purchaser prior to entering the Facility except in situations where there is imminent risk of damage to persons or property.
 - v. **Memorandum.** Seller may, at its sole cost and expense, record such memorandum of License in the form of **Exhibit 5** or other form agreed by the Parties with the appropriate land registry or recorder’s office.
- b. **OSHA Compliance.** Purchaser shall ensure that all OSHA requirements and other similar applicable safety laws or codes are adhered to in its performance under this Agreement.
- c. **Maintenance of Facility; System.** Purchaser shall, at its sole cost and expense, maintain the Facility in good condition and repair; except for any repairs or maintenance resulting from the negligence, willful misconduct or breach of this Agreement by Seller, its employees, agents, contractors or consultants (together with Seller, collectively, the “**Seller Parties**” and individually, a “**Seller Party**”). If the Facility is damaged or destroyed by casualty of any kind or any other occurrence other than the negligence or willful misconduct of any Seller Party, such that the operation of the System and/or Purchaser’s ability to accept the electric energy produced by the System are impaired or prevented, Purchaser shall promptly repair and restore the Facility to its pre-existing condition, subject to the provisions of **Section 15(b)**. The cost to repair or replace any portion of the Facility due to the negligence or willful misconduct or breach of this Agreement by any Seller Party shall be paid by Seller. Purchaser shall not be responsible for any work done by others on any part of the Facility unless Purchaser authorizes that work in advance. Purchaser will use commercially reasonable efforts to ensure that the Facility remains interconnected to the local utility grid at all times and will not intentionally permit cessation of electric service to the Facility from the local utility, except during operational testing of back-up systems, not to exceed an aggregate of three (3) days in any Contract Year. Purchaser is fully responsible for the maintenance and repair of the Facility’s electrical system and of all of Purchaser’s equipment that utilizes the System’s outputs, except to the extent required as a result of damage caused by the negligence, intentional misconduct or breach of this Agreement by any Seller Party. Purchaser shall promptly notify Seller of any matters of which it is aware pertaining to any damage to or loss of use of the System or that could reasonably be expected to adversely affect the System. Nothing in this Section shall remove Seller’s obligation to maintain all locations of physical attachment between Systems and their applicable Facilities, such as roof penetrations, parking lot posts, etc. Seller shall be responsible to pay for the cost of any replacement or repair to the Facility required due to any damage to the Facility caused by the negligence, willful misconduct or breach of this Agreement by any Seller Party.
- d. **No Alteration of Facility.** If Purchaser wishes to make any alterations or repairs to the Facility that could adversely affect the operation and maintenance of the System, Purchaser shall give prior written notice to Seller, setting forth the work to be undertaken (except for emergency repairs, for which notice may be given by telephone), and give Seller the opportunity to advise Purchaser in making such alterations or repairs in a manner that avoids damage to the System and interference with System operations. To the extent that temporary disconnection or removal of the System or interference with the operation of the System is necessary to perform such alterations or repairs, (i) any such disconnection, removal or other alteration of the System shall be completed by Seller’s contractors or contractors approved in advance in writing by Seller, in accordance with a procedure and schedule approved in advance in writing by Seller and Purchaser at Purchaser’s sole cost and expense, (ii) to the extent the outage results in Purchaser exceeding its permitted Scheduled Outages pursuant to **Section 8(e)** below, Seller shall reasonably estimate the amount of electricity that would have been delivered to Purchaser during such excess Scheduled Outages and shall invoice Purchaser for such amount in accordance with **Section 4**, and (iii) such work and any replacement of the System after completion of Purchaser’s alterations and repairs, shall be done by Seller or its contractors at Purchaser’s cost. All of

Purchaser's alterations and repairs will be done in a good and workmanlike manner and in compliance with all applicable laws, codes and permits. Purchaser shall be responsible to pay for the cost of any replacement or repair to the System required due to any damage to the System caused by the negligence, willful misconduct or breach of this Agreement any Purchaser Party. In performing its obligations under this Section 8(d), Seller shall use commercially reasonable efforts to incur costs reimbursable by Purchaser at standard market rates; provided, that Seller's reimbursable costs incurred in connection with the removal and replacement of the System shall not exceed an amount equal to Four Hundred and Twenty Dollars (\$420) per kW, as adjusted for inflation on the first day of each Contract Year by the Consumer Price Index for All Urban Consumers (CPI-U) for the San Francisco area published by the Bureau of Labor Statistics. For purposes of clarification, Purchaser shall be responsible for all improvements, upgrades or repairs to the Facility, and Seller shall have no obligation to perform or pay for any improvements, upgrades or repairs to the Facility, except for any repairs resulting from the negligence, willful misconduct or breach of this Agreement by a Seller Party.

- e. **Outages.** Purchaser shall be permitted to be off line for a total of forty-eight (48) daylight hours (each, a "**Scheduled Outage**") per calendar year during the Term, during which days Purchaser shall not be obligated to accept or pay for electricity from the System; provided, however, that Purchaser must notify Seller in writing of each such Scheduled Outage at least forty-eight (48) hours in advance of the commencement of a Scheduled Outage. In the event that Scheduled Outages exceed a total of forty-eight (48) daylight hours per calendar year or there are unscheduled outages caused or initiated by any Purchaser Party or necessitated due to damage to the Facility or the System for which Purchaser is responsible pursuant to this Agreement, in each case for a reason other than a Force Majeure event, Seller shall reasonably estimate the amount of electricity that would have been delivered to Purchaser during such excess Scheduled Outages or unscheduled outages and shall invoice Purchaser for such amount in accordance with Section 4.
- f. **Liens.** Purchaser shall not directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on or with respect to the System or any interest therein. Purchaser shall promptly notify Seller in writing of the existence of any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim, and shall promptly cause the same to be discharged and released of record without expense to Seller or any Financing Party. Notwithstanding anything else herein to the contrary, pursuant to Section 19(a), Seller may grant a lien on the System and may assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement and the System to any Financing Party, but no Financing Party lien may be placed on the Facility or the Premises of Purchaser.
- g. **Security.** Purchaser shall be responsible for using commercially reasonable efforts to maintain the physical security of the Facility against known risks and risks that should have been known by Purchaser. Purchaser will not conduct activities on, in or about the Premises or the Facility that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System, with the exception of activities that are regularly conducted as part of the Facility's normal operations.
- h. **Insolation.** Purchaser understands that unobstructed access to sunlight ("**Insolation**") is essential to Seller's performance of its obligations and a material term of this Agreement. Purchaser shall not in any way intentionally cause and, where reasonably possible, shall not in any way permit any material interference with the System's Insolation. If Purchaser becomes aware of any activity or condition that could materially diminish the Insolation of the System, Purchaser shall promptly notify Seller and shall reasonably cooperate with Seller in attempting to preserve the System's existing Insolation levels. Encroachment upon Insolation due to acknowledged pre-existing conditions, or due to privately-owned development or growth outside Purchaser's control, are not subject to Purchaser's obligations pursuant to this Section 8(h). Upon Seller's written request, Purchaser will reasonably cooperate with Seller, at no expense to Purchaser, to secure a solar easement from a third party for the Premises to prevent other buildings, structures or flora from overshadowing or otherwise blocking access of the sunlight to the System.
- i. **Data Line.** Purchaser shall provide Seller access to a high speed internet data line during the Term to enable Seller to record the electric energy generated by the System. Seller is responsible for providing all means of connection to the identified high speed internet data line, including boring, conduit, and wire, as applicable. If Purchaser fails to provide access to such high speed internet data line, Seller may install and operate a cellular modem communications device to acquire the necessary production data at Purchaser's expense.
- j. **Breakdown Notice.** Purchaser shall make reasonable attempts to notify Seller within twenty-four (24) hours following the discovery by it of (i) any material malfunction in the operation of the System; or (ii) any occurrences

that could reasonably be expected to materially and adversely affect the System. Purchaser shall notify Seller as soon as possible upon the discovery of an emergency condition respecting the System. Purchaser and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays.

9. **Change in Law.**

"Change in Law" means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any applicable law or regulation; (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date of this Agreement (notwithstanding the general requirements contained in any applicable Permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation), or (iii) a change in any utility rate schedule or tariff approved by any Governmental Authority which in the case of any of (i), (ii) or (iii), establishes requirements affecting owning, supplying, constructing, installing, operating or maintaining the System, or other performance of the Parties' obligations hereunder and which has a material adverse effect on the cost to Seller of performing such obligations; provided, that a change in federal, state, county or any other tax law after the Effective Date of this Agreement shall not be a Change in Law pursuant to this Agreement.

If any Change in Law occurs that has a material adverse effect on the cost to Seller of performing its obligations under this Agreement, then the Parties shall, within thirty (30) days following receipt from Seller of notice of such Change in Law, meet and attempt in good faith to negotiate amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then Seller shall have the right to terminate this Agreement and neither Party shall have further liability to the other Party except with respect to payment of amounts accrued prior to termination. For the avoidance of doubt, if Seller terminates the Agreement pursuant to the terms of this Section 9, no Termination Payment shall be payable by Purchaser hereunder.

10. **Relocation of System.**

a. **System Relocation.** If Purchaser ceases to conduct operations at the Facility, or resolves to make an alternate use of some or all of the parking areas where the Facility is located, or otherwise vacates the Facility prior to the expiration of the Term, Purchaser shall have the option to provide Seller with a mutually agreeable substitute premises located within the same Utility district as the terminated System or in a location with similar Utility rates and Insolation. Purchaser shall provide written notice at least ninety (90) days but not more than one hundred eighty (180) days prior to the date that it wants to make this substitution. In connection with such substitution, Purchaser shall execute an amended agreement (a "**Relocation Amendment**") that shall have all of the same terms as this Agreement except for the (i) License and Construction License, which will be amended to grant rights in the real property where the System relocated to; and (ii) Term, which will be equal to the remainder of the Term of this Agreement. Such Relocation Amendment shall be deemed to be a continuation of this Agreement without termination. Purchaser shall also provide any new consents, estoppels, or acknowledgments reasonably required by Financing Parties and in form and substance reasonably acceptable to Purchaser in connection with the substitute premises.

b. **Costs of Relocation.** Purchaser shall pay all costs associated with relocation of the System, including all costs and expenses incurred by or on behalf of Seller in connection with removal of the System from the Facility, the repair and restoration of the Facility as pursuant to Section 11 below, all costs of engineering, design, permitting, procurement of new System components, installation and testing of the System at the substitute facility, all costs to comply with CEQA, all applicable permit and interconnection fees and expenses at the substitute facility, the costs of new title search and other out-of-pocket expenses connected to preserving and refileing the security interests of Seller's Financing Parties in the System and any costs incurred by Seller to modify financing documents or obtain any Financing Party's consent to such relocation; provided, that (i) Purchaser and Seller shall cooperate in good faith to determine such costs and expenses prior to commencing with the System relocation and (ii) such actual costs and expenses paid by Purchaser shall be reasonable, documented and submitted to Purchaser promptly after the completion of the relocation. In addition, Seller shall reasonably estimate and invoice Purchaser for the amount of electricity that would have been delivered to Purchaser during the relocation of the System and Purchaser shall pay such invoiced amounts to Seller pursuant to Section 4(d) above.

c. **Adjustment for Insolation; Termination.** Seller shall remove the System from the vacated Facility at Purchaser's sole cost, within 45 days following the full execution of the Relocation Amendment by the Parties and Purchaser's written direction to Seller to remove the System from the Facility. Seller shall restore the Facility to the condition required pursuant to Section 11 below at Purchaser sole cost and expense. If the substitute facility has inferior

Insulation as compared to the original Facility, Seller shall have the right to include an adjustment to **Exhibit 1** in the Relocation Amendment, to be agreed to prior to commencing with the System relocation, such that Purchaser's payments to Seller are the same as if the System were located at the original Facility. If Purchaser is unable to provide such substitute facility and to relocate the System as provided, the Agreement will be deemed to be terminated by Purchaser pursuant to **Section 3(c)(ii)** and Purchaser shall promptly pay the applicable Termination Payment specified on **Exhibit 4**.

11. Removal of System at Expiration.

- a. **Removal Obligations.** Upon the expiration or earlier termination of this Agreement (provided Purchaser does not exercise its purchase option), Seller shall, at its expense, remove all of its tangible property comprising the System from the Facility on a mutually convenient date, but in no event later than one hundred eighty (180) days after the expiration of the Term. The Facility shall be returned to a condition at least as good as its original condition and in compliance with then-applicable building codes; provided, that Purchaser will be responsible for any cost of restoring the Facility to then-applicable building codes in excess of the estimated cost to restore the Facility to its original condition, ordinary wear and tear, alterations made by Purchaser and unrepaired damage caused by Purchaser or third parties excluded. Seller's obligations under this **Section 11** shall include the removal of System mounting pads or other support structures installed by Seller. In no case shall Seller's removal of the System affect the integrity of Purchaser's roof, which shall be as leak proof as it was prior to removal of the System and shall be flashed and/or patched to existing roof specifications and Purchaser's then-existing roof warranties. Seller shall leave the Facility in neat and clean order. If Seller fails to remove or commence substantial efforts to remove the System by such agreed upon date, Purchaser shall have the right, at its option, to remove the System to a public warehouse and restore the Facility to its original condition (other than ordinary wear and tear) at Seller's cost. Purchaser shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during System removal.
- b. **Decommissioning Fund.** No later than three hundred sixty five (365) days prior to the commencement of the sixth (6th) Contract Year, Seller shall provide Purchaser a written estimate of the cost to remove the System and restore the Facility as required pursuant to **Section 11(a)**. The Parties shall meet and confer within thirty (30) days after such written estimate is received by Purchaser to resolve any concerns regarding such estimated cost. Seller shall provide one of the following forms of security for the cost to remove the System and restore the Facility to the required condition beginning on the first day of the sixth (6th) month of the sixth (6th) Contract Year: (i) a performance bond covering such cost, (ii) an investment or deposit account established with a financial institution reasonably satisfactory to Purchaser, or (iii) a guaranty or letter of credit issued by a financial institution reasonably satisfactory to Purchaser. If Seller elects to provide security in the form of an investment or deposit account pursuant to clause (ii) above, (a) Seller shall fund such account in 27 equal installments, with each installment to be paid once every sixth (6th) months, and (b) concurrently with the opening of such investment or deposit account, the Parties shall enter into an agreement setting forth the terms and conditions by which withdrawals of the funds on deposit in such account can be made, which terms and condition shall be consistent with the terms hereof. Such security shall secure the costs to remove the System and restore the Facility to the condition required pursuant to **Section 11(a)** and Seller shall not be permitted to use such security for any other purpose. For avoidance of doubt, any funds remaining after the removal of the System and restoration of the Facility are the sole property of Seller. Seller, in its sole discretion, shall determine which form of security to post, and may replace one form of security for another form of security in an equal amount from time to time. In the event of a Seller Bankruptcy Event or Seller fails to remove the System within one hundred eighty (180) days of the expiration of the term or earlier termination of this Agreement, Purchaser shall have the right to use the applicable security and funds for the sole purpose of removal of the System and restoration of the Facility to the required condition and any remaining funds shall remain the property of the Seller or the Seller's Financing Parties, as applicable.

12. Measurement.

- a. **Meters.** The transfer of Energy from Seller to Purchaser shall be measured by a meter (a "Meter") at the Delivery Point, which shall be selected, provided, installed, owned, maintained, programmed, tested and operated, at Seller's sole cost and expense, by Seller or its designee. Meters and all metering activities shall comply with all applicable requirements of the Current/Proposed Utility Tariffs set forth on **Exhibit 2** and the interconnection agreement between Pacific Gas & Electric Company and Purchaser. A monitoring system with real time monitoring of the quantities and quality of Energy generated by the System shall also be installed for the System. Seller shall exercise reasonable care in the maintenance and operation of the Meters and the monitoring system and shall test and verify the accuracy of

each Meter at least once every two (2) years. Seller shall inform Purchaser in advance of the time and date of these tests, and shall permit Purchaser to be present at such tests and to receive the results of such tests. Metering must have an equivalent accuracy of plus or minus two percent (2%) or better and monitoring results from Seller's Performance Monitoring and Reporting Service ("PMRS") that is viewable by Purchaser at all times through an online portal. Eligible meters and PMRS providers must be listed as approved on the Go Solar California website. If testing of the metering equipment indicates that such equipment is in error by more than two percent (2%), then Seller shall promptly repair or replace such equipment. Seller shall make a corresponding adjustment to the records of the amount of electricity delivered by the Facility based on such test results for (i) the actual period of time when such error caused inaccurate Meter readings, if that period can be determined to the mutual satisfaction of the Parties, or (ii) if such period cannot be so determined, then a period equal to one-half of the period from the later of the date of the most recent test confirming accurate metering or the date the Meter was placed into service, but not to exceed twelve (12) months. After the Commercial Operation Date, Seller shall install, own and maintain, at its sole cost and expense, communications equipment and services necessary to allow remote reading of the Meters (including pursuant to the requirements of any interconnection agreement). Seller shall at its sole cost and expense, install any updates or upgrades to the Meters, and all associated measuring equipment necessary to permit an accurate determination of the quantities of Energy delivered under this Agreement, in addition to accurate weather information.

- b. **Interactive Display for Generating Facilities.** Seller will provide to Purchaser operational links to the solar data acquisition system ("DAS") and monitoring dashboard, so that staff and members of the public can monitor clean energy generation.

13. **Default, Remedies and Damages.**

- a. **Default.** Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below shall be deemed a "**Defaulting Party**" and each event of default shall be a "**Default Event**":

- i. failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within thirty (30) days following receipt of written notice from the other Party (the "**Non-Defaulting Party**") of such failure to pay ("**Payment Default**");
- ii. failure of a Party to substantially perform any other material obligation under this Agreement within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that such thirty (30) day cure period shall be extended (but not beyond ninety (90) days) if and to the extent reasonably necessary to cure the Default Event, if (A) the Defaulting Party initiates such cure with the thirty (30) day period and continues such cure to completion and (B) there is no material adverse effect on the Non-Defaulting Party resulting from the failure to cure the Default Event;
- iii. if any representation or warranty of a Party proves at any time to have been incorrect in any material respect when made and is material to the transactions contemplated hereby, if the effect of such incorrectness is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;
- iv. Purchaser loses its rights to occupy and enjoy the Premises;
- v. a Party, becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect; or
- vi. Following the Commercial Operation Date, Seller fails to deliver at least 50% of its Expected Contract Quantity for such Contract Year, for two (2) consecutive years.

b. **Remedies.**

- i. **Remedies for Payment Default.** If a Payment Default occurs, the Non-Defaulting Party may suspend performance of its obligations under this Agreement. Further, the Non-Defaulting Party may pursue any

remedy under this Agreement, at law or in equity, including an action for damages and may terminate this Agreement, upon five (5) days prior written notice to the Defaulting Party following the Payment Default.

- ii. **Remedies for Other Defaults.** On the occurrence of a Default Event other than a Payment Default, the Non-Defaulting Party may pursue any remedy under this Agreement, at law or in equity, including an action for damages and may terminate this Agreement or suspend performance of its obligations under this Agreement, upon five (5) days prior written notice to the Defaulting Party following the occurrence of the Default Event. Nothing herein shall limit either Party's right to collect damages upon the occurrence of a breach or a default by the other Party that does not become a Default Event.
- iii. **Damages Upon Termination by Default.** Upon a termination of this Agreement by the Non-Defaulting Party as a result of a Default Event by the Defaulting Party, the Defaulting Party shall pay a Termination Payment to the Non-Defaulting Party determined as follows (the "**Termination Payment**"):
 - A. **Purchaser.** If Purchaser is the Defaulting Party and Seller terminates this Agreement, the Termination Payment to Seller shall be equal to, for any given Contract Year, the amount set forth on **Exhibit 4, Attachment A** attached hereto, which annual amounts are calculated as (x) the sum of (1) reasonable compensation, on a net after tax basis assuming a tax rate of thirty five percent (35%), for (a) the loss or recapture of the investment tax credit equal to thirty percent (30%) of the System value, and (b) other financing and associated costs, (2) the net present value (using a discount rate of eight percent (8%)) of the projected payments over the Term post-termination, had the Term remained effective for the full Initial Term, (3) removal costs as provided in Section 13(b)(iii)(C) and (4) any and all other amounts previously accrued under this Agreement and then owed by Purchaser to Seller, less (y) any amount equal to the proceeds received by Seller in the sale of the System equipment and components which Seller shall use commercially reasonable efforts to consummate. The Parties agree that actual damages to Seller in the event this Agreement terminates prior to the expiration of the Term as the result of a Default Event by Purchaser would be difficult to ascertain, and the applicable Termination Payment is a reasonable approximation of the damages suffered by Seller as a result of early termination of this Agreement. The Termination Payment shall not be less than zero.
 - B. **Seller.** If Seller is the Defaulting Party and Purchaser terminates this Agreement, the Termination Payment to Purchaser shall be equal to the sum of (1) the net present value (using a discount rate of eight percent (8%)) of the excess, if any, of the reasonably expected cost of electric energy from the Utility (after taking into consideration adjustments for time of use) over the Contract Price for the reasonably expected production of the System for the remainder of the Initial Term or the then current Additional Term, as applicable, (2) all costs reasonably incurred by Purchaser in re-converting its electric supply to service from the Utility, (3) any removal costs incurred by Purchaser, and (4) any and all other amounts previously accrued under this Agreement and then owed by Seller to Purchaser. The Termination Payment shall not be less than zero.
 - C. **Obligations Following Termination.** If a Non-Defaulting Party terminates this Agreement pursuant to this Section 13(b), then following such termination, Seller shall comply with its obligations set forth in Section 11 at the sole cost and expense of the Defaulting Party. The Non-Defaulting Party shall take all commercially reasonable efforts to mitigate its damages as the result of a Default Event.
- iv. **Purchaser's Right to Operate.** If a Seller Default Event occurs under Section 13(a), subject to the rights of the Financing Parties pursuant to Section 19 below, then Purchaser or its designee may, but shall not be obligated to, step-in and assume operational control from Seller of the System. Purchaser, its employees, contractors and designees shall have the unrestricted right to enter the System to the extent necessary to operate the System. Notwithstanding the foregoing, Seller shall not be excused from any obligation or remedy available to Purchaser as a result of the Purchaser's operation of, or election not to operate, the System. Purchaser shall pay Seller the applicable Contract Price for Energy provided hereunder, less any costs incurred by Purchaser to operate the System. Upon Purchaser's satisfaction that Seller has the ability to operate the System in accordance with this Agreement, Seller shall resume operational control.

14. **Representations and Warranties.**

a. **General Representations and Warranties.** Each Party represents and warrants to the other the following:

- i. **Due Organization, Etc.** Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and shall not violate any law or organizational document of such Party; and this Agreement is valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).
- ii. **Governmental Approvals.** Such Party has obtained all licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all laws that relate to this Agreement in all material respects.

b. **Purchaser's Representations and Warranties.** Purchaser represents and warrants to Seller the following:

- i. **License.** Purchaser has the full right, power and authority to grant the License contained in Section 8(a) and to enter into and perform all of Purchaser's obligations under this Agreement and any interconnection agreement entered into with the Utility. Such grant of the License and performance hereunder and under such interconnection agreement does not violate any law, ordinance, rule or other governmental restriction applicable to Purchaser or the Facility and is not inconsistent with and will not result in a breach or default under any agreement by which Purchaser is bound or that affects the Facility. If Purchaser does not own the Premises or Facility, Purchaser has obtained all required consents from the owner of the Premises and/or Facility to grant the License and enter into and perform its obligations under this Agreement.
- ii. **Other Agreements.** Neither the execution and delivery of this Agreement by Purchaser nor the performance by Purchaser of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Purchaser is a party or by which Purchaser or the Facility is bound.
- iii. **Accuracy of Information.** All information provided by Purchaser to Seller, as it pertains to the Facility's physical configuration, Purchaser's planned use of the Facility, and Purchaser's estimated electricity requirements, is accurate in all material respects to the extent of knowledge of the individual supplying the information.
- iv. **Purchaser Status.** Purchaser is not a public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company.
- v. **No Pool Use.** No electricity generated by the System will be used to heat a swimming pool.

c. **Seller's Representations and Warranties.** Seller represents and warrants to Purchaser the following:

- i. **Other Agreements.** Neither the execution and delivery of this Agreement by Seller nor the performance by Seller of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Seller is a party or by which Seller or the System is bound.
- ii. **No Litigation.** There are no actions, suits, proceedings or investigations pending or, to the knowledge of Seller, threatened in writing against Seller, at law or in equity before any Governmental Authority, which individually or in the aggregate are reasonably likely to have a material adverse effect on the business, properties or assets or the condition, financial or otherwise, of Seller, or to result in any impairment of Seller's ability to perform its obligations under this Agreement.

- iii. **Environmental Attributes.** Prior to conveyance to Purchaser, Seller holds and will hold until conveyed to Purchaser, the rights to all Environmental Attributes, which it has committed to convey to Purchaser hereunder.
- iv. **Intellectual Property.** All of the intellectual property used by Seller in the conduct of its business or otherwise in its possession is either validly licensed or owned solely by Seller and Seller has the exclusive right to use and possess such intellectual property for the life thereof.
- v. **Solvency.** From and after the Conditions Satisfaction Date, Seller shall have obtained financing commitments or otherwise have available to it financial resources sufficient to permit Seller to timely perform its obligations hereunder in accordance with the terms of this Agreement.

15. **System and Facility Casualty and Insurance.**

a. **System and Facility Casualty at End of Term.**

- i. **System.** Notwithstanding Seller's obligations in Section 7(d), if more than fifty percent (50%) of the System is destroyed during the last five (5) years of the Initial Term or during any Additional Term, Seller shall not be required to restore the System, but may instead terminate this Agreement and pay Purchaser an amount equal to the net present value (using a discount rate of eight percent (8%)) of the excess, if any, of the reasonably expected cost of electric energy from the Utility (after taking into consideration adjustments for time of use) over the Contract Price for the reasonably expected production of the System for the remainder of the Initial Term or the then current Additional Term, as applicable, unless Purchaser agrees (A) to pay for the cost of such restoration of the System or (B) to purchase the System "AS-IS" at the Fair Market Value of the System.
- ii. **Facility.** Notwithstanding Purchaser's obligations in Section 8(c), if more than 50% of the Facility is destroyed during the last five years of the Initial Term or during any Additional Term, Purchaser may elect either (A) to restore the Facility or (B) to pay the Termination Payment and all other costs previously accrued but unpaid under this Agreement and thereupon terminate this Agreement.
- iii. **Responsibility for Cost to Repair and Restore.** Nothing in this Section 15(a) shall alter the obligation of either Party to pay for the cost to repair and restore any damage caused by such Party as provided in this Agreement.

b. **Insurance Coverage.** At all times during the Term, Seller and Purchaser shall maintain the following insurance:

- i. **Seller's Insurance.** Seller shall obtain and maintain the policies of insurance in amounts and with coverage as set forth on Exhibit 9.
- ii. **Purchaser's Insurance.** Purchaser shall maintain property insurance in an amount equal to the full replacement cost of the Facility and commercial general liability insurance with coverage of at least Five Million Dollars (\$5,000,000) per occurrence and Ten Million Dollars (\$10,000,000) annual aggregate.

c. **Policy Provisions.** All insurance policies provided by Seller hereunder shall (i) contain a provision whereby the insurer agrees to give the party not providing the insurance (a) not less than ten (10) days written notice before the insurance is cancelled, or terminated as a result of non-payment of premiums, or (b) not less than thirty (30) days written notice before the insurance is otherwise cancelled or terminated, (ii) be written on an occurrence basis, and (iii) be maintained with companies either rated no less than A-VII as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to the other party. Purchaser shall give Seller written notice of any cancellation, termination or non-renewal of insurance coverage within ten (10) days of obtaining knowledge thereof. Each Party shall ensure that the other Party is named as an additional insured on its commercial general liability policy. All Financing Parties shall be named as additional insureds on Purchaser's commercial general liability policies.

d. **Certificates.** Annually and upon request by Purchaser, Seller shall deliver to Purchaser certificates of insurance evidencing the required coverage set forth on Exhibit 9 and a copy of the policy endorsement that adds Purchaser as

an additional insured to the applicable commercial general liability insurance policy. Annually, Purchaser shall deliver to Seller a certificate of coverage provided to Seller by the California Joint Powers Risk Management Authority (“CJPRMA”), a California public agency risk sharing pool of which Purchaser is a member, and a copy of a certificate from Purchaser naming Seller and its Financing Parties as additional insureds to Purchaser’s self-insurance pool for commercial general liability losses. Upon request by Seller, Purchaser shall deliver to Seller a copy of the memorandum of coverage provided by CJPRMA and available on its website. A Party’s receipt, review or acceptance of any such certificate or memorandum shall in no way limit or relieve the other Party of the duties and responsibilities to maintain insurance as set forth in this Agreement.

- e. **Deductibles.** Unless and to the extent that a claim is covered by an indemnity set forth in this Agreement, each Party shall be responsible for the payment of its own deductibles.
- f. **Waiver of Subrogation.** Seller and Purchaser hereby mutually waive their respective rights of recovery against each other for any loss of, or damage to, either parties' property with respect to loss of, or damage to the extent that such loss or damage is insured by an Third Party Insurance Policy issued by a Third Party Insurance Carrier applicable to the System, Facility or other property of Seller or Purchaser. Each party shall obtain any special endorsements, if required by its Third Party Insurance Carrier, whereby the Third Party Insurance Carrier waives its rights of subrogation against the other party as required by this Section 15(f). This provision is intended to waive fully, and for the benefit of the Parties hereto, any rights and/or claims which might give rise to a right of subrogation in favor of any Third Party Insurance Carrier.

16. Ownership; Option to Purchase.

- a. **Ownership of System.** Throughout the Term, Seller shall be the legal and beneficial owner of the System at all times (excluding all Environmental Attributes), and the System shall remain the personal property of Seller and shall not attach to or be deemed a part of, or fixture to, the Facility or the Premises. Each of Seller and Purchaser agree that Seller (or the designated assignee of Seller permitted under Section 19) is the tax owner of the System and all tax and accounting filings and reports will be filed in a manner consistent with this Agreement. It is the intent of Seller and Purchaser that the System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code and shall not be characterized, considered or deemed a fixture or affixed to or a part of the Facility or the Premises. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as prospectively attaching to the System as a fixture of the Premises, Purchaser shall, at Seller’s cost, use commercially reasonable efforts to provide a disclaimer or release from such lienholder upon Seller’s written request. If Purchaser is the fee owner of the Premises, Purchaser consents to the filing of a disclaimer of the System as a fixture of the Premises in the County office where real estate records are customarily filed in the jurisdiction where the Facility is located. If Purchaser is not the fee owner, Purchaser, at Seller’s cost, will use commercially reasonable efforts to obtain such consent from such owner. With respect to any financing or refinancing of the System entered into by Seller after the Conditions Satisfaction Date, upon request, Purchaser agrees, at Seller’s cost, to use commercially reasonable efforts to deliver to Seller a non-disturbance agreement in a form reasonably acceptable to Seller from the owner of the Facility (if the Facility is leased by Purchaser), any mortgagee with a lien on the Premises, and other Persons holding a similar interest in the Premises. To the extent that Purchaser does not own the Premises or Facility, Purchaser shall provide to Seller immediate written notice of receipt of notice of eviction from the Premises or Facility or termination of Purchaser’s lease of the Premises and/or Facility.
- b. **Option to Purchase.** At the end of the seventh (7th) and fifteenth (15th) Contract Years and at the end of the Initial Term and each Additional Term, so long as Purchaser is not in default under this Agreement, Purchaser may purchase the System from Seller on any such date for a purchase price equal to the Fair Market Value of the System as mutually agreed by the Parties or, if the Parties are unable to agree, the Fair Market Value of the System as determined by an appraiser. Purchaser must provide a notification to Seller of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable, and the purchase shall be complete prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable. For a reasonable period not exceeding thirty (30) days from the date of provision of notice referred to in this Section 16(b), the Parties shall make best efforts to mutually agree on the Fair Market Value of the System. If the Fair Market Value cannot be mutually agreed upon, then the Parties shall use good faith commercially reasonable efforts to agree on the selection of a nationally recognized independent, third-party professional appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value, as of the final day of the applicable Contract Year (“**Buyout Date**”). Within thirty (30) days of the

selection of such appraiser, s/he shall evaluate and determine the Fair Market Value of the applicable System as of the Buyout Date and shall submit a report on same to the Parties. The costs of the appraisal shall be shared equally between Purchaser and Seller.

- c. **Definition of Fair Market Value.** "Fair Market Value" means the greater of: (i) the amount that would be paid in an arm's length, free market transaction, for cash, between an informed, willing seller and an informed willing Purchaser, neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age, condition and performance of the System and advances in solar technology, provided that installed equipment shall be valued on an installed basis, shall not be valued as scrap if it is functioning and in good condition, and (ii) for any given Contract Year, the present value (using a discount rate of eight percent (8%)) of all associated future income streams expected to be received by Seller arising from the operation of the System for the remaining term of the Agreement including but not limited to the expected price of electricity and Tax Credits and factoring in future costs and expenses associated with the System. If an appraiser is selected pursuant to Section 16(b), such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the System based on the formulation set forth herein, and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by any such appraiser shall be binding upon the Parties in the absence of fraud or manifest error.
- d. **Buyout Determination.** No later than sixty (60) days after determination of the Fair Market Value of the System, Purchaser shall confirm to Seller in writing of its intent to proceed or not to proceed with its option to purchase the System at the Fair Market Value. In the event Purchaser does not provide such written confirmation or elects not to proceed with such option, the provisions of the Agreement shall continue to apply as if Purchaser had not exercised the option to purchase the System.
- e. **Buyout Obligations.** If Purchaser confirms its intent to proceed with its option to purchase as specified above, the Parties shall promptly execute all documents necessary to (A) cause title and ownership of the applicable System to pass to Purchaser on the Buyout Date, free and clear of any liens, and (B) assign all warranties for the applicable System to Purchaser. Purchaser shall pay the Fair Market Value to Seller on or about the Buyout Date, in accordance with any previous written instructions delivered to Purchaser by Seller for payments under the Agreement. Upon such execution of documents and payment of the Fair Market Value, this Agreement shall terminate automatically and Purchaser shall own the System and all Environmental Attributes, Environmental Incentives and any available Tax Credits relating to the System. For the avoidance of doubt, payment of the Fair Market Value shall be in lieu of and instead of any payments described in Section 4(a) accruing from and after the Buyout Date. Seller shall provide all necessary cooperation with Purchaser to give prompt effect to this transfer. All other personal property of Seller not included in Purchaser's purchase shall be removed by Seller from Purchaser's premises at no cost to Purchaser. Upon purchase of the System, Purchaser will assume complete responsibility for the operation and maintenance of the System and liability for the performance of the System, and Seller shall have no further liabilities or obligations hereunder.

17. **Indemnification and Limitations of Liability.**

- a. **General.** Each Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, members, agents and employees of such other Party, and the respective affiliates of each thereof (collectively, the "Indemnified Parties"), from and against all loss, damage, expense, liability and other claims, including court costs and reasonable attorneys' fees (collectively, "Liabilities") resulting from any third party actions relating to the breach of any representation or warranty set forth in Section 14 and from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnifying Party (or its contractors, agents or employees) in connection with this Agreement; provided, however, that nothing herein shall require the Indemnifying Party to indemnify the Indemnified Party for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnified Party. This Section 17(a) however, shall not apply to liability arising from any form of hazardous substances or other environmental contamination, such matters being addressed exclusively by Section 17(c).
- b. **Notice and Participation in Third Party Claims.** The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a "Claim"), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are

defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys' fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party shall settle any Claim covered by this Section 17(b) unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party shall not be liable under this Section 17(b) for any Claim for which such notice is not provided to extent such failure to delivery such notice prejudices the Indemnifying Party.

c. **Environmental Indemnification.** Seller shall indemnify, defend and hold harmless all of Purchaser's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, below or near the Premises of any Hazardous Substance (as defined in Section 17(c)(i)) to the extent deposited, spilled or otherwise caused by any Seller Party. Purchaser shall indemnify, defend and hold harmless all of Seller's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, below or near the Premises of any Hazardous Substance, to the extent deposited, spilled or otherwise caused by any Purchaser Party. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises or the Premises generally or any deposit, spill or release of any Hazardous Substance.

i. **"Hazardous Substance"** means any chemical, waste or other substance (A) which now or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollution," "pollutants," "regulated substances," or words of similar import under any laws pertaining to the environment, health, safety or welfare, (B) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (C) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (D) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (E) for which remediation or cleanup is required by any Governmental Authority.

d. **Limitations on Liability.**

i. **No Consequential Damages.** Neither Party nor its directors, officers, shareholders, partners, members, agents and employees subcontractors or suppliers shall be liable for any indirect, special, incidental, exemplary, or consequential loss or damage of any nature arising out of their performance or non-performance hereunder even if advised of such.

ii. **Actual Damages.** Seller's aggregate liability under this Agreement arising out of or in connection with the performance or non-performance of this Agreement shall not exceed the total payments anticipated to be made by Purchaser during the Initial Term under this Agreement; provided with respect to any Claim made or Liability incurred prior to the issuance of notice to proceed, Seller's aggregate liability shall not exceed the applicable Design Cancellation Payment. Purchaser's aggregate liability under this Agreement arising out of or in connection with the performance or non-performance of this Agreement shall not exceed the Termination Payment set forth in Exhibit 4, Attachment A for the year in which the Claim is made (such that if a Claim is made in one year and a second Claim is made in a second year, Seller will only be entitled to recover the difference (if any) between the amount recovered on the first Claim and the Termination Payment for the year in which the second Claim is made); provided that if the Claim is made or Liability incurred prior to the issuance of notice to proceed, Purchaser's aggregate liability shall not exceed the applicable Design Cancellation Payment. The provisions of this Section (17)(d)(ii) (A) shall apply whether such liability arises in contract, tort (including negligence), strict liability or otherwise, (B) shall not limit the recovery by any Party under any insurance policy, (C) prior to the issuance of notice to proceed, shall not apply to limit the liability of any Party for claims for property damage or personal injury, and (D) following the issuance of notice to proceed, shall not apply to limit the liability of any Party for third party claims for property damage or personal injury.

iii. **Non-Recoverable Costs.** In every instance pursuant to the terms of this Agreement where Purchaser has the option or is required to pay Seller the Termination Payment set forth in Exhibit 4, Attachment A, in no event shall Purchaser be liable for costs, not included in the Termination Payment set forth in Exhibit 4, Attachment A, incurred by Seller or any of its subcontractors after the termination date specified by Purchaser. Such non recoverable costs include, but are not limited to, anticipated profits on this Agreement,

post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable.

18. Force Majeure.

- a. **Definition of Force Majeure.** "Force Majeure" means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); theft; vandalism; collision with third party automobile, aircraft or space object (such as a meteor); sabotage; collapse of the Facility for any reason; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; hurricane; flood; lightning; acts of nature such as storms, floods, volcanic eruptions, forest fires, earthquakes; unavailability of electricity from the utility grid; failure of equipment not utilized by or under the control of the Party claiming Force Majeure; third-party challenge to the installation and operation of the System; and a budget non-appropriation event (as described in further detail in Section 18(c)). Notwithstanding the foregoing, "Force Majeure" shall specifically not include, without limitation, the failure or interruption of the production, delivery or acceptance of Electricity due to: economic hardship of either Party or insufficiency, unavailability, failure or diminishment of solar resource, except as a result of an event that would otherwise qualify as a Force Majeure event.
- b. **Excuse Due to Force Majeure.** Except as otherwise expressly provided to the contrary in this Agreement, if either Party is rendered wholly or partly unable to timely perform its obligations under this Agreement because of a Force Majeure event, that Party shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; provided, that: (i) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) the Party affected by such Force Majeure event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. The Term shall be extended day for day for each day performance is suspended due to a Force Majeure event.
- c. **Non Appropriation Event.** Notwithstanding anything herein to the contrary, due to the constitutional limitations on Purchaser, a "budget non-appropriation event" in which Purchaser's appropriation for any year covered in this Agreement does not appropriate funds for the procurement of any utility services for Purchaser shall be addressed as follows: During the continuation of a budget non-appropriation event as defined above, if Purchaser does not otherwise have other funds available to make payments otherwise due on this Agreement, Purchaser shall owe, but shall not be obligated to pay for any services provided under this Agreement until the budget non-appropriation event has terminated. Purchaser agrees that it shall use its best efforts to seek appropriation for utility services during the term of this Agreement. If a budget non-appropriation event continues for more than 180 days, Seller (but not Purchaser) may terminate this Agreement, and call for a Termination Payment. Seller shall provide Purchaser with not less than 30 days' prior written notice of Seller's intention to terminate. Upon Purchaser's request made within seven calendar days after service of such notice, Seller shall meet and confer with Purchaser in good faith to consider alternative termination dates proposed by Purchaser.
- d. **Termination Event.** Except as provided in Section 7(c)(v) above with respect to the extension of Milestones, if a Force Majeure event (other than a budget non-appropriate event, which is addressed in Section 18(c) above) continues for a period of one hundred eighty (180) days or more within a twelve (12) month period and prevents a material part of the performance by a Party hereunder, the Party not claiming the Force Majeure shall have the right to terminate this Agreement without fault or further liability to either Party (except for amounts accrued but unpaid). For the avoidance of doubt, (i) if Purchaser terminates the Agreement pursuant to the terms of this Section 18(d), no Termination Payment shall be payable by Purchaser hereunder and (ii) Purchaser may not terminate this Agreement for a Force Majeure event that results in the extension of Milestones until such extensions exceed the amount permitted pursuant to Section 7(c)(v).

19. Assignment and Financing.

- a. **Assignment; Change of Control.** This Agreement may not be assigned in whole or in part by either Party without

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the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, provided that, Seller may, without the consent of Purchaser, assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement and the System to any Financing Party. Seller shall give Purchaser notice of any such collateral assignment within five (5) business days of making such assignment. Purchaser's consent to any assignment shall not be unreasonably withheld if Purchaser has been provided with reasonable proof that the proposed assignee (x) has comparable experience in operating and maintaining photovoltaic solar systems comparable to the System and providing services comparable to those contemplated by this Agreement and (y) has the financial capability to maintain the System and provide the services contemplated by this Agreement in the manner required by this Agreement. In the event of any assignment, the assignor shall remain a primary obligor unless assignee shall expressly assume in writing all obligations under this Agreement. Any assignment of Seller's rights and/or obligations under this Agreement shall not result in any change to Purchaser's rights and obligations under this Agreement. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees. Except as provided below, any direct or indirect change of control of Seller shall be deemed an "assignment" hereunder, requiring the prior written consent of Purchaser, provided that any change of control that results (i) from a direct or indirect transfer of any membership interests in Seller or any entity of which Seller is a subsidiary to a Financing Party making a tax equity investment in the System or (ii) to an existing member of Seller or any entity which is a member of Seller, shall not constitute an "assignment" for the purposes of this Section 19 and shall not require the prior written consent of Purchaser. Seller shall give Purchaser notice of any such transfer to a Financing Party making a tax equity investment within five (5) business days of such transfer.

- b. **Financing.** The Parties acknowledge that Seller may obtain construction and long-term financing or other credit support from one or more Financing Parties. "**Financing Parties**" means person or persons providing construction or permanent financing to Seller in connection with construction, ownership, operation and maintenance of the System, or if applicable, means any person to whom Seller has transferred the ownership interest in the System, subject to a leaseback of the System from such person. The term "**person**" means any natural person, unincorporated association, corporation, partnership, joint venture, limited liability company, trust, other legal entity or any Governmental Authority. Both Parties agree, at Seller's expense, in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of this Agreement. In connection with an assignment pursuant to Section 19(a), Purchaser agrees, at Seller's expense, to execute any consent, estoppel or acknowledgement in form and substance reasonably acceptable to Purchaser and such Financing Parties. Purchaser will agree, at Seller's expense, to make payments under this Agreement as directed by Financing Parties, to provide copies of notices under the Agreement to Financing Parties, and not to amend or terminate this Agreement without notice to Financing Parties.
- c. **Successor Servicing.** The Parties further acknowledge that in connection with any construction or long term financing or other credit support provided to Seller or its affiliates by Financing Parties, that such Financing Parties may require that Seller or its affiliates appoint a third party to act as backup or successor provider of operation and maintenance services with respect to the System and/or administrative services with respect to this Agreement (the "**Successor Provider**"). Purchaser agrees to accept performance from any Successor Provider so appointed, provided, that (i) such Successor Provider performs in accordance with the terms of this Agreement, and (ii) such Successor Provider (x) has comparable experience in operating and maintaining photovoltaic solar systems comparable to the System and providing services comparable to those contemplated by this Agreement and (y) has the financial capability to maintain the System and provide the services contemplated by this Agreement in the manner required by this Agreement.
- d. **Financing Party Rights.**
- i. **Notice.** Purchaser shall deliver to each Financing Party, concurrently with delivery thereof to Seller, a copy of every notice of default, notice of termination or intent to terminate this Agreement, and any notice delivered pursuant to Sections 13, 16 and/or 18 above. Any Financing Party shall have the right, but not the obligation, to perform any obligation of Seller under this Agreement and to cure any breach and/or Seller Default Event. Purchaser shall accept performance by or at the instigation of a Financing Party in fulfillment of Seller's obligations, for the account of Seller and with the same force and effect as if performed by Seller. No performance by or on behalf of a Financing Party shall cause it to be deemed to be in possession of the System or bound by or liable under this Agreement.
- ii. **No Termination; Financing Party Cure Period.** Notwithstanding anything to the contrary contained herein, Purchaser agrees that it shall not terminate this Agreement for a Seller Default Event unless it has given all

Financing Parties written notice in accordance with Section 19(d)(i) above and such Financing Parties fail to cure such Seller Default Event within a cure period calculated as follows: (a) for a Payment Default, the cure period set forth in Section 13(a)(i) above plus an additional thirty (30) days, and (b) for a Default Event other than a Payment Default, the cure period set forth in Section 13(a)(ii) above plus an additional sixty (60) days.

- iii. Cure Requiring Possession. If a Seller Default Event under this Agreement is of such a nature that it cannot be practicably cured without first taking possession of the System or is of a nature that is not susceptible of being cured by the Financing Parties, then Purchaser shall not be entitled to terminate this Agreement by reason of such Seller Default Event if and so long as (a) the Financing Parties proceed diligently to attempt to obtain possession of the System pursuant to the rights of the Financing Parties under the financing documents and (b) upon obtaining such possession, the Financing Parties shall proceed diligently to cure such Seller Default Event if the same is susceptible of being cured by the Financing Parties. The Parties acknowledge and agree that a Payment Default (x) is susceptible of being cured by the Financing Parties and (y) can be cured by the Financing Parties without first obtaining possession of the System.
- iv. Effect of Cure. The Financing Parties shall not be required to continue to proceed to obtain possession, or to continue in possession of the System if and when such default or Default Event is cured. If the Financing Parties, or a purchaser through foreclosure under the financing documents or otherwise, shall (a) acquire title to the System and the rights under this Agreement, (b) cure all Payment Defaults and other defaults which are susceptible of being cured by the Financing Parties or such purchaser, as the case may be, and (c) assume all the obligations of Seller hereunder to the extent first accruing and arising from and after the date of such assumption, then (i) any default or Default Event of Seller which is not susceptible of being cured by the Financing Parties or such purchaser, as the case may be, shall no longer be deemed to be a default under this Agreement, and (ii) Purchaser shall recognize the Financing Parties or such purchaser, as the case may be, as if such party had been the Seller under this Agreement.
- v. Exercise of Remedies. So long as the period for a Financing Party to exercise such Financing Party's cure rights for any Seller Default Event has not expired, Purchaser shall not (a) give any notice terminating or electing to terminate this Agreement, or (b) otherwise exercise any other rights or remedies under this Agreement by reason of such Seller Default Event.
- vi. No Amendment. Notwithstanding anything to the contrary in this Agreement, if Seller at any time or from time to time has given Purchaser written notice of a Financing Party, then no cancellation, termination (including Seller's termination of this Agreement pursuant to any express right of termination in this Agreement or under applicable law), surrender, acceptance of surrender, abandonment, amendment, modification, or rejection of this Agreement, or subordination of this Agreement to any encumbrance on the fee estate, shall be effective or binding if done without such Financing Party's prior written consent.

Seller's Financing Parties are hereby made express third party beneficiaries of the provisions of this Section 19.

20. California Public Records Act. Purchaser is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Seller proprietary information is contained in documents or information submitted to Purchaser, and Seller claims that such information falls within one or more CPRA exemptions, Seller must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, Purchaser will make best efforts to provide notice to Seller prior to such disclosure. If Seller contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Marin County before Purchaser's deadline for responding to the CPRA request. If Seller fails to obtain such remedy within Purchaser's deadline for responding to the CPRA request, Purchaser may disclose the requested information. Seller further agrees that it shall defend, indemnify and hold Purchaser harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorneys' fees) that may result from denial by Purchaser of a CPRA request for information arising from any representation, or any action (or inaction), by Seller.
21. Goodwill and Publicity. Neither Party shall use any name, trade name, agency name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases or other public statements by the other Party that refer to, or that describe any aspect of, this Agreement. Neither Party

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shall make any press release or public announcement of the specific terms of this Agreement (except for filings or other statements or releases as may be required by applicable law) without the specific prior written consent of the other Party. Without limiting the generality of the foregoing, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement, including the ownership of Environmental Attributes and Environmental Incentives and any related reporting rights.

22. Miscellaneous Provisions

- a. **Choice of Law.** The law of California, the state where the System is located, shall govern this Agreement without giving effect to conflict of laws principles.
- b. **Dispute Resolution and Attorneys' Fees.** Seller and Purchaser shall negotiate in good faith in the event of any dispute arising during the performance of this Agreement. If the dispute cannot be resolved by the designated representatives of each of Seller and Purchaser after two (2) business days of negotiations, at either Party's option the dispute may be promptly escalated to negotiations among representatives of the Parties with authority to resolve the dispute ("**Decision-Makers**"). If the designated Decision-Makers are unable to resolve the dispute within five (5) business days of negotiations, either Party may require that non-binding mediation take place. In such mediation, the Decision-Makers shall meet for at least (3) hours with a mediator whom they choose together and their respective counsel. Any dispute that remains unresolved after such non-binding mediation shall be resolved in the state and federal courts located in Marin County, California. Each Party hereby submits to the personal jurisdiction of such courts and consents to service of process in connection with any action, suit or proceeding against such Party. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs.
- c. **Notices.** All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this Agreement at the addresses set forth in this Agreement or such other address as either party may specify in writing. Each party shall deem a document faxed, emailed or electronically sent in PDF form to it as an original document.
- d. **Cooperation.** The Parties agree to reasonably cooperate with each other in the implementation and performance of the Agreement. Such duty to cooperate shall not require either Party to act in a manner inconsistent with its rights under this Agreement. Seller shall cooperate with Purchaser's periodic review of Seller's performance. Such review may be conducted on a semi-annual or more frequent basis at the option and sole cost of Purchaser. Seller shall have the option to make itself available onsite to review the progress of the project and Agreement, as requested by Purchaser, upon reasonable advanced notice. Seller agrees to extend to Purchaser or his/her designees and/or designated auditor of Purchaser, the right to monitor or otherwise evaluate all work performed and all records, including service records and procedures to assure that the project is achieving its purpose, that all applicable Purchaser, state, and federal regulations are met, and that adequate internal fiscal controls are maintained. Seller shall be responsible for receiving, replying to, and complying with any audit exceptions set forth in Purchaser audits. Seller shall pay to Purchaser the full amount of any audit determined to be due as a result of Purchaser audit exceptions. This provision is in addition to other inspection and access rights specified in this Agreement.
- e. **Severability.** Should any provision of this Agreement be or become void, illegal or unenforceable, the validity or enforceability of the other provisions of this Agreement shall not be affected and shall continue in full force and effect. The Parties will, however, use their best endeavors to agree on the replacement of the void, illegal, or unenforceable provision(s) with legally acceptable clauses that correspond as closely as possible to the sense and purpose of the affected provision.
- f. **Survival.** Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement shall survive. For the avoidance of doubt, surviving provisions shall include, without limitation, Section 11 (Removal of System at Expiration), Section 13(b) (Remedies), Section 15(b) (Insurance Coverage), Section 17 (Indemnification and Limits of Liability), Section 20 (California Public Records Act), Section 22(a) (Choice of Law), Section 22(b) (Dispute Resolution and Attorneys' Fees), Section 22(c) (Notices), Section 22(j) (Comparative Negligence), Section 22(k) (Non-Dedication of Facilities), Section 22(m) (Service Contract), Section 22(n) (No Partnership), Section 22(p)

(Full Agreement, Modification, Invalidity, Counterparts, Captions), Section 22(q) (Forward Contract), Section 22(r) (No Third Party Beneficiaries), Section 22(u) (Debt Liability Disclaimer), and Section 22(w) (Conflict of Interest).

- g. **Further Assurances.** Each of the Parties hereto agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.
- h. **Time is of the Essence.** Time is of the essence in performance by the Parties.
- i. **Right of Waiver.** Each Party, in its sole discretion, shall have the right to waive, defer or reduce any of the requirements to which the other Party is subject under this Agreement at any time (other than with respect to and/or relating to the obligation to make any payment due under this Agreement); provided, however that neither Party shall be deemed to have waived, deferred or reduced any such requirements unless such action is in writing and signed by the waiving Party. No waiver will be implied by any usage of trade, course of dealing or course of performance. A Party's exercise of any rights hereunder shall apply only to such requirements and on such occasions as such Party may specify and shall in no event relieve the other Party of any requirements or other obligations not so specified. No failure of either Party to enforce any term of this Agreement will be deemed to be a waiver. No exercise of any right or remedy under this Agreement by Purchaser or Seller shall constitute a waiver of any other right or remedy contained or provided by law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance under this Agreement shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.
- j. **Comparative Negligence.** It is the intent of the Parties that where negligence is determined to have been joint, contributory or concurrent, each Party shall bear the proportionate cost of any Liability.
- k. **Non-Dedication of Facilities.** Nothing herein shall be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party shall knowingly take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party shall assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this agreement. If Seller is reasonably likely to become subject to regulation as a public utility, then the Parties shall use all reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Seller does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, Seller shall have the right to terminate this Agreement without further liability, and Seller shall remove the System in accordance with Section 11 of this Agreement.
- l. **Estoppel.** Either Party hereto, without charge but, in the event that Seller is the requesting Party, at Seller's expense, at any time and from time to time, within five (5) business days after receipt of a written request by the other party hereto, shall deliver a written instrument, duly executed, certifying to such requesting party, or any other person specified by such requesting Party: (i) that this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification; (ii) whether or not to the knowledge of any such party there are then existing any offsets or defenses in favor of such party against enforcement of any of the terms, covenants and conditions of this Agreement and, if so, specifying the same and also whether or not to the knowledge of such party the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; and (iii) such other information as may be reasonably requested by the requesting Party. Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contained in the certificate.
- m. **Service Contract.** The Parties intend this Agreement to be a "service contract" within the meaning of Section 7701(e)(3) of the Internal Revenue Code. Purchaser will not take the position in any public accounting or in any other filings suggesting that it is anything other than a purchase of electricity and receipt of Environmental Attributes and any applicable Environmental Incentives (as agreed by the Parties) from the System.

- n. **No Partnership.** No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither shall be considered the agent of the other.
- o. **Non-Exclusive Contract.** This Agreement does not establish an exclusive contract between Purchaser and Seller for the purchase of electricity or power or any services. Purchaser expressly reserves all its rights, including but not limited to, the following: the right to utilize others to provide Electricity, products, support and services beyond the System contemplated herein; the right to request proposals from others with or without requesting proposals from Seller; and the unrestricted right to bid any such product, support or service.
- p. **Full Agreement, Modification, Invalidity, Counterparts, Captions.** This Agreement, together with any exhibits, attachments or schedules, completely and exclusively states the agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding its subject matter. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. This Agreement may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same Agreement. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.
- q. **Forward Contract.** The transaction contemplated under this Agreement constitutes a “forward contract” within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a “forward contract merchant” within the meaning of the United States Bankruptcy Code.
- r. **No Third Party Beneficiaries.** Except as set forth in Section 19, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other Person.
- s. **Non-Discrimination.** Seller shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.
- t. **City Business License.** Seller shall obtain and maintain and shall cause its contractors and subcontractors to obtain and maintain during the duration of this Agreement, a City of San Rafael business license as required by the San Rafael Municipal Code. Seller shall pay and shall cause its contractors and subcontractors to pay any and all state and federal taxes and any other applicable taxes. Purchaser shall not be required to pay for any Energy provided under this Agreement, until Seller has provided Purchaser with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).
- u. **Debt Liability Disclaimer.** Purchaser, including, but not limited to, any source of funding for Purchaser, any General Fund or any special self insurance program, is not liable for any debts, liabilities, settlements, liens, or any other obligations of Seller or its heirs, successors or assigns. Purchaser shall not be liable for and shall be held harmless and indemnified by Seller for any claims for damages arising out of any other contract to which Seller is a party, tort, action or inaction, negligent error in judgment, act of negligence, intentional tort, negligent mistakes or other acts taken or not taken by Seller, its employees, agents, servants, invitees, guests or anyone acting in concert with or on behalf of Seller. Purchaser and its agencies and divisions, including, has no obligation to defend or undertake the defense on behalf of Seller or its heirs, successors or assigns.
- v. **Prevailing Wage.** Seller agrees it shall pay prevailing wages in connection with the construction and operation of the System.
- w. **Conflict of Interest.** Seller warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required under this Agreement.

Exhibit 4
Attachment A

Termination Payment Amount

Contract Year	City Hall
Prior to Commencement of Construction	See Exhibit 4 Section 3.c.i.
1	1,225,258
2	1,110,425
3	994,475
4	877,290
5	758,714
6	638,577
7	648,748
8	654,951
9	640,171
10	622,163
11	600,810
12	575,520
13	545,570
14	510,721
15	470,444
16	430,390
17	396,901
18	369,601
19	348,181
20	332,398
After Year 20	Fair Market Value

Exhibit 4
Attachment B

Subcontractors

Engineering, Procurement & Construction:

SolarCraft Services, Inc.
8 Digital Drive, Suite 101
Novato, CA 94949
<http://www.solarcraft.com>

For steel shade structures:

MBL & Sons, d/b/a MBL Energy
1698 Rogers Ave., Suite 40
San Jose, CA 95112
<https://www.mbl-energy.com/>

End of Exhibit 4

Exhibit 5

Form of Memorandum of License

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

SolEd Solar Holdings V, LLC
c/o [Financing Entity Name & Address]
Attention: _____

(Space Above for Recorder's Use Only)

MEMORANDUM OF LICENSE

This MEMORANDUM OF LICENSE (the "Memorandum") is dated March __, 2017, by and between the City of San Rafael, California, a municipality within the County of Marin in the State of California ("Licensor"), and SolEd Solar Holdings V, LLC, a California limited liability company ("Licensee").

1. Name and Principal Address of Licensor. The name of Licensor is set forth above, and Licensor's address is 1400 Fifth Avenue, San Rafael, CA 94901.
2. Name and Principal Address of Licensee. The name of Licensee is set forth above, and Licensee's address is _____.
3. License. Licensor and Licensee have entered into that certain Solar Power Purchase Agreement, dated October 28, 2014 and Amended on _____ 2018 (the "PPA"). Licensor owns certain real property, and the buildings and improvements thereon, known as City Hall at 1400 5th Street, San Rafael, in Marin County, California, as more specifically described on Exhibit A attached hereto and incorporated herein by reference (the "Property"). Pursuant to the PPA, Licensor granted the License in and to certain areas of the Property electrical room and roof (the "Licensed Area").
4. Term. The term of the PPA commenced on the Commercial Operation Date and lasts until the twentieth (20th) anniversary thereof, unless earlier terminated in accordance with the terms of the PPA, subject to two (2), five (5) year optional additional terms. The License expires one hundred eighty (180) days after the expiration of the PPA.
5. Additional Rights. The License includes the following additional rights: Licensee may utilize a mutually agreed upon portion of the Property for construction related activities, until the final completion date under the Construction Agreement.
6. Access. Licensee, and Licensee's agents, guests, subtenants and designees shall have access to the Licensed Area at all times during the term of the License.
7. Notices. Notices shall be given to the Licensor and Licensee in accordance with the terms of the PPA.
8. Construction of Terms/Conflict. All defined terms used but not otherwise defined herein shall have the meaning or definition set forth in the PPA. In the event that the terms, conditions and provisions of this Memorandum conflict with the terms, conditions and provisions of the PPA, the terms, conditions and provisions of the PPA shall control.

9. Successors and Assigns. This Memorandum and the rights granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors and assigns, but the provisions of this paragraph shall not be construed to allow any assignment or transfer of the rights and obligations otherwise prohibited or conditioned in the PPA.
10. Authority. Each party represents to the other that it has the necessary authority to enter into the PPA and this Memorandum.
11. Counterparts. This Memorandum may be executed in one or more counterparts, each of which, when taken together, shall constitute one and the same document.

[Signature page follows immediately]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first written above.

LICENSOR:

San Rafael, California,
a Municipality in the State of California

By: _____
Name:
Title:

LICENSEE:

SolEd Solar Holdings V, LLC,
a California limited liability company

By:
Its: Managing Member

By: _____
Name: _____
Title: _____

[Notary pages follow immediately]

State of California

County of Marin

On _____ before me, _____ (insert name and title of the officer) personally appeared _____, _____ Manager of the City of San Rafael, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

State of New York

County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

PROPERTY DESCRIPTION

Site Name/Description: San Rafael City Hall

Site Address: 1400 5th Avenue, San Rafael, CA 94901

APN: Book 11, Lot 203, Parcel 12

Coordinates: 37.974839° N, 122.531514° W

Aerial view: See below



End of Exhibit 5

Exhibit 6-1

Design and Engineering Requirements

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1. Site Access

Seller and its EPC contractors, (together referred to as "Seller" in this Exhibit 6-1) shall conform to all Purchaser rules and requirements for accessing sites. Road usage, road closures, number of vehicles, access points, etc., may be regulated by the Purchaser. Site visits shall be approved and proper check-in requirements must be followed. Seller shall provide signage and/or electronic notification of possible operational impacts upon request by Purchaser. Unless otherwise determined by Purchaser, Seller shall be responsible for providing bathroom and storage facilities for all workers on-site, and shall be responsible for procuring, installing, securing, and removing temporary security fencing and scaffolding.

2. Project Management

2.1 Project Manager

Seller's EPC Contractor shall assign a Project Manager from their firm upon execution of the Agreement and receipt of Notice to Proceed. The Project Manager shall ensure that all contract, schedule, and reporting requirements of the Project are met and shall be the primary point of contact for the Purchaser.

2.2 Project Schedule

A Project Schedule is to be prepared and submitted to the Purchaser within 14 days of Agreement execution. The Purchaser will review and approve the Project Schedule prior to the initiation of work. Updates shall be submitted every other week, though the Purchaser may allow less frequent updates at their discretion. The submittal shall be a Critical Path Method (CPM) schedule describing all Project activities including design, equipment procurement, construction and commissioning.

2.3 Submittals

Seller shall provide the following submittals as part of the performance of the Work. The cost of developing and providing submittals shall be included in the Project price.

Agreement Submittals

Submittal	Submittal Date	Date
I. System Design		See Exhibit 8
a. System Design Documentation	At each design milestone	
b. Warranties	At Construction Documents milestone	
c. Testing Plan	At Construction Documents milestone	
d. Power production modeling	At Construction Documents milestone	
II. Procurements and Construction		
a. Safety Plan	30 days before commencement of construction	
b. As-built Documentation	After completion of Proving Period	
III. Testing		
a. Acceptance Test Results	After Acceptance Test	
b. Startup Test Results	After Startup Test	
c. Monitoring Data (Proving Period)	Continually throughout Proving Period	
d. Proving Period Report	30 days after System Startup	
IV. Training		
a. Training Materials	30 days before Training Session	
b. Monitoring Manual	30 days before Training Session	
c. Operations & Maintenance Manual	30 days before Training Session	

Final PPA Approved March 19, 2018

2.4 Solar Incentives

Seller shall submit applications for all available energy production incentives (e.g., CSI, SGIP, SREC, etc.) or, should the Purchaser already have submitted such applications, assume responsibility for all future requirements (agreements, submittals, etc.) related to these programs. This includes actions necessary to ensure compliance with the Utility net metering program and all interconnection agreements and related documents for Purchaser participation and utilization of the benefits of each applicable program. Seller shall attend all site verification visits conducted by the applicable public utility or Governmental Authority and shall assist the Purchaser in satisfying the requirements of the incentive program. Seller shall be responsible for providing updated documentation to incentive program administrators throughout the project, as required by rules of the relevant incentive programs. Incentives shall be paid to the Purchaser if the system is to be purchased or included in this Agreement.

2.5 Interconnection

Seller shall be responsible for preparing, submitting, and procuring interconnection application to appropriate utility and department. Seller shall accept responsibility for payment for utility interconnection studies and/or project management that are not anticipated but may be required. All anticipated utility work (e.g. transformer installation, meter addition) shall be the responsibility of the Seller. At project completion, Seller shall confirm Permission To Operate with the utility, and shall verify most financially-beneficial rate schedule and billing.

Seller must comply with all interconnection requirements. Systems installed as part of this project will take advantage of Net Energy Metering (NEM), unless specified otherwise by Purchaser or its agents. Seller shall be responsible for ensuring the system design and interconnection qualifies for NEM, as applicable.

3. System Design

3.1 Design Review Process/ Phases

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

Seller is responsible for providing designs approved by the appropriate professional engineers registered in the State of California. Costs for engineering reviews and approvals shall be borne by the Seller. System designs must take into account Purchaser aesthetic issues and not conflict with any current Purchaser operations.

3.2 Sellers' License Classification

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

3.3 Design Submittals

3.3.1 Plan Set

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

- Site Layout Drawings, with distances from roof edges and existing equipment, as applicable
- Construction Specifications (trenching, mounting, etc.)
- Equipment Layout Drawings
- Detailed Drawings
- Electrical Single-Line and Three-Line Diagrams
- Module Stringing Diagrams
- Electric Wire and Conduit Schedule
- Electrical Warning Labels & Placards Plans
- Lighting Plan (for carports, as required)
- Network Connection Diagrams
- Architectural Drawings
- Structural/Mechanical Drawings
- Geotechnical Drawings
- Manufacturer's Cut Sheets with Equipment Specifications
- Data Acquisition System (DAS) Specifications, Cut Sheets, and Data Specifications

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

3.3.2 Production Modeling

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

Seller shall avoid excessive shading on modules to the extent possible. Where shading losses are encountered, Seller shall perform a shading analysis justifying the basis for their design, including any proposed tree removal, and explaining why shading does not create an adverse performance and/or economic impact.

3.4 Permits and Approvals

Construction Documents must be reviewed and approved by all authorities having jurisdiction (AHJs) over the work, which may include, but are not limited to: the Purchaser, the City or County in which the work is being done, or the utility.. Seller shall be responsible for obtaining all approvals and shall account for permitting and inspection requirements in their system designs, project pricing, and schedule. Seller shall attend all site verification visits conducted by the applicable public utility or Governmental Authority, including any special inspections for trenching, rebar, concrete, welding, and roof attachment work, according to AHJ requirements. The Purchaser will not grant Seller relief based on Seller's incomplete or incorrect understanding of permitting and approval requirements.

3.5 Technical Requirements

3.5.1 General Considerations

Final PPA Approved March 19, 2018

All documentation and components furnished by Seller shall be developed, designed, and/or fabricated using high quality design, materials, and workmanship meeting the requirements of the Purchaser and all applicable industry codes and standards. The installations shall comply with at least, but not limited to, the latest approved versions of the International Building Code (IBC), National Electrical Code (NEC), Utility Interconnection Requirements, California Building Standards Commission Codes, and all other federal, state, and local jurisdictions having authority.

3.5.2 Electrical Design Standards

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

- Illumination Engineering Society of North America (IESNA) Lighting Standards
- Institute of Electrical and Electronics Engineers (IEEE) Standards
- National Electrical Manufacturers Association (NEMA)
- Underwriters Laboratories, Inc. (UL)
- National Fire Protection Association (NFPA)
- National Electrical Code (NEC)
- California Public Utility Commission (CPUC) and Utility Requirements
- American National Standards Institute (ANSI)
- Occupational Health and Safety Administration (OSHA)
- International Code Council (ICC) Codes
- California Building Standards Commission (BSC) Codes

3.5.3 Modules

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

- IEEE 1262 “Recommended Practice for Qualifications of Photovoltaic Modules”.
- System modules shall be UL1703 listed and CEC listed.
- Modules shall be new, undamaged, fully warranted without defect.
- If PV modules using hazardous materials are to be provided, then the environmental impact of the hazardous material usage must be disclosed, including any special maintenance requirements and proper disposal/recycling of the modules at the end of their useful life.

3.5.4 Inverters

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

- Inverters shall be suitable for grid interconnection and shall be compliant with all Utility interconnection requirements.
- IEEE 929-2000 – “Recommended Practice for Utility Interface of Photovoltaic Systems”.
- Inverters shall be UL 1741 and IEEE 1547 compliant.
- Inverters shall be CEC-listed with an efficiency of 95.5% or higher.
- Inverters must automatically reset and resume normal operation after a power limiting operation.
- Inverters shall be sized to provide maximum power point tracking for voltage and current range expected from PV array for temperatures and solar insolation conditions expected for Project conditions.
- Enclosures shall be rated NEMA 3R when the inverter is located outdoors. For outdoor installations in corrosive environments, NEMA 4X series 300 stainless steel enclosures must be used.
- Inverter selection shall take into account anticipated noise levels produced and minimize interference with Purchaser activities.

3.5.5 Electrical Balance of System Components

- Each proposed PV system shall include, at a minimum, one fused DC disconnect and one fused AC disconnect for safety and maintenance concerns.
- String combiner boxes shall be load-break, disconnecting types, such that opening the combiner boxes shall break the circuit between combiner box feeders and inverters.
- Seller shall utilize surge suppressors to protect the appropriate equipment from electrical surges.
- All wiring materials and methods must adhere to industry-standard best practices, and all inter-module connections must require the use of a specialized tool for disconnecting.

3.5.6 Mounting Systems

The mounting systems shall be designed and installed such that the PV modules may be fixed or tracking with reliable components proven in similar projects, and shall be designed to resist dead load, live load, corrosion, UV degradation, wind loads, and seismic loads appropriate to the geographic area over the expected 25-year lifetime. Seller shall conduct an analysis, and submit evidence thereof, including calculations, of each structure affected by the performance of the scope described herein, and all attachments and amendments. The analysis shall demonstrate that existing structures are not compromised or adversely impacted by the installation of PV, equipment, or other activity related to this scope. Mounting systems must also meet the following requirements at a minimum:

- All structural components, including array structures, shall be designed in a manner commensurate with attaining a minimum 25-year design life. Particular attention shall be given to the prevention of corrosion at the connections between dissimilar metals.
- Thermal loads caused by fluctuations of component and ambient temperatures shall be accounted for in the design and selection of mounting systems such that neither the mounting system nor the surface on which it is mounted shall degrade or be damaged over time.
- Each PV module mounting system must be certified by the module manufacturer as (1) an acceptable mounting system that shall not void the module warranty, and (2) that it conforms to the module manufacturer's mounting parameters.
- For unframed modules, bolted and similar connections shall be non-corrosive and include locking devices designed to prevent twisting over the 25-year design life of the PV system.
- Seller shall utilize tamper-resistant PV module to rack fasteners for all PV module mounting.
- Elevated shade structures will have the option for either paint or galvanized coating. Final paint colors shall be reviewed and approved by the Purchaser during Design Review.
- Painting or other coatings must not interfere with the grounding and bonding of the array.

3.5.7 Corrosion Control

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

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

3.5.8 Roofing Requirements

The installation of PV modules, inverters and other equipment shall provide adequate room for access and maintenance of existing equipment on the building roofs. A minimum of three feet of clearance will be provided between PV equipment and existing mechanical equipment and other equipment mounted on the roof. A minimum of four feet of clearance shall be provided between PV equipment and the edge of the roof. Clearance guidelines of the local fire marshal shall be followed. The installation of solar or thermal systems

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will be reviewed for code compliance and adherence to the *State Fire Marshal Solar Photovoltaic Installation Guideline*. The PV equipment shall not be installed in a way that obstructs air flow into or out of building systems or equipment.

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

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

3.5.9 Shade Structure Requirements

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

- Minimum height: all shade structures shall be designed to have a minimum clear height of ten (10) feet, unless specified in a Site's Specification Sheet to be taller to accommodate larger vehicles at the site.
- All shade structures shall be installed with a fascia surrounding the exposed edge of the structure's purlins.
- Shade structures located in parking lots shall have curb stops or other protective measures approved by the Purchaser to protect support posts.. This requirement may be waived at the Purchaser's sole discretion.
- Shade structure columns, beams, and fascia shall be painted to match site colors or to a color of the Purchaser's approval.

All shade structure PV systems shall include LED lighting.. Installation of shade structure PV systems shall include the removal of existing security light poles, foundations, and fixtures that are no longer effective. Lighting systems shall also meet the following requirements:

- Lighting shall be LED lighting or other similar energy efficient lighting system.
- New parking lot fixtures shall be installed to provide parking lot illumination compliant with IESNA requirements or recommendations for illumination and safety.
- The new lighting is required to illuminate the entire parking area and adjacent pedestrian walkways affected by the removal of existing lights, not just the area under the PV modules.
- A photometric illumination plot must be submitted for each parking lot showing all existing lighting and proposed new SSS canopy lighting.
- Submit California Title 24 Outdoor Lighting calculations with all lighting drawings and show evidence of compliance.

Photocell controls shall be installed and energize new lighting fixtures when ambient lighting levels fall below two (2) foot-candles measured horizontally at ground level. Lighting shall also be required to operate manually without regards to photocell input. Replacement parking lot lighting shall be code compliant, and will be served from an existing parking lot lighting circuit and any existing

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circuits and existing control function shall be maintained, or if replaced, done so at the approval of the Purchaser. The Purchaser shall have the ability to modify the LED light illumination levels if so desired for safety purposes.

3.5.10 Ancillary Equipment Enclosures

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

- Fencing: All pad mounted equipment shall be surrounded by a fence to prevent access by unauthorized personnel. The fence shall be a six (6) foot high chain link fence with vinyl privacy slats, with provisions for privacy slats or mesh screen mutually determined on a case by case basis. This requirement does not apply to instances where a perimeter fence is already in place and may be waived at the Purchaser's sole discretion. Purchaser will have the right to install replacement fencing, as long as the equipment is protected.
- Location: all ancillary equipment shall be located in a manner that minimizes its impact to normal Purchaser operations and minimizes the visual impacts to the site.

3.5.11 Placards and Signage

- Placards and signs shall correspond with requirements in the National Electric Code and the interconnecting utility in terms of appearance, wording, and placement.
- Permanent labels shall be affixed to all electrical enclosures, with nomenclature matching that found in As-Built Electrical Documents.

3.5.12 Infrastructure for Ground Mount Systems

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

- Fencing: The site shall be surrounded by a code compliant fence to prevent unauthorized personnel from gaining access to the site. The fence shall be of standard chain link variety, with provisions for privacy slats or mesh screen mutually determined on a case by case basis. . This requirement does not apply to instances where a perimeter fence is already in place and may be waived at the Purchaser's sole discretion.
- Gates shall be installed to enable site access for trucks.
- A pathway a minimum of ten (10) feet wide passable by a maintenance truck shall be provided within the array fence to allow for access to all equipment enclosed within the fence area.
- Access to water for maintenance (module cleaning) purposes, as determined adequate by Seller and approved by the Purchaser.
- Access to low voltage (120V) AC power to power maintenance equipment and miscellaneous equipment.

Seller shall install and ensure activation of sufficient security cameras on site to monitor array area.

3.5.13 Wiring and Cabling Runs

- Seller shall install all AC conductors in conduit.
- Direct burial wire will not be acceptable. Conduit buried underground shall be suitable for the application and compliant with all applicable codes. A tracing/caution tape must be installed in the trench over all buried conduit.
- Conduit installed using horizontal directional boring (HDB), shall include tracer tape or traceable conduit. The minimum depth of the conduit shall be per NEC 2011 Article 300.5. The Seller is responsible for demonstrating that all conduits installed utilizing horizontal boring meets the minimum depth requirement and is solely responsible for any remediation costs and schedule impacts if the specification is not met. The HDB contractor must provide documentation of final depth and routes of all conduit installed in horizontal bores.
- Conduit installed on building roofs shall not be installed near roof edges or parapets to reduce visibility. Any conduit penetrations through roof surfaces shall not be made within five (5) feet of the roof edge to reduce visibility. If conduit is

installed on the exterior face of any building, it shall be painted to match the existing building color. In all cases, the visible impact of conduit runs shall be minimized and the design and placement of conduit shall be reviewed and approved by the Purchaser as part of Design Review.

- At request of Purchaser, Seller shall install a spare conduit at underground locations. All spare conduits shall be cleaned, mandrelled, and provided with a pullwire. Spare conduits shall be required for security cameras for ground mount systems.
- All exposed conduit runs over 100-feet in length or passing over building connection points shall have expansion joints to allow for thermal expansion and building shift.
- Design Builder shall install and secure the exposed string cable homeruns along the beams or structure where the combiner box is installed.
- All exposed string wiring must be installed above the lower surface of the structural purlins and beams. Wire loops under framing members are not acceptable.
- Acceptable wire loss in DC circuits is < 1.5% and acceptable wire loss in AC circuits is < 1.5% as well.
 - All cable terminations, excluding module-to-module and module-to-cable harness connections, shall be permanently labeled.
 - All electrical connections and terminations shall be torqued according to manufacturer specifications and marked/sealed at appropriate torque point.

3.5.14 Grounding and Bonding

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

3.5.15 Monitoring System, DAS, and Reporting

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

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

- Instantaneous AC system output (kW)
- PV System production (kWh) over pre-defined intervals that may be user configured
- In-plane irradiance
- Ambient and cell temperature
- Inverter status flags and general system status information
- System availability
- Site Load information. Available load data for the meter the system is connected to shall be collected by the solar monitoring solution as part of the DAS.

Environmental data (temperatures and irradiance) shall be collected via an individual weather station installed for each site. A single station may be used for multiple sites if they are within a 10 mile radius and are similar in type, orientation and pitch.

Data collected by the DAS shall be presented in an online web interface, accessible from any computer through the Internet with appropriate security (e.g., password controlled access). The user interface shall allow visualization of the data at least in the following increments: 15 minutes, hour, day, week, month, and year. The interface shall access data recorded in a server that may be stored on-site or remotely with unfettered access by the Purchaser for the life of the Project. The online interface shall enable users to export all

available data in Excel or ASCII comma-separated format for further analysis and data shall be downloadable in at least 15 minute intervals for daily, weekly, monthly and annual production.

The Monitoring system shall enable Purchaser staff to diagnose potential problems and perform remediating action. The monitoring system shall provide alerts when the system is not functioning within acceptable operating parameters. These parameters shall be defined during the design phase of the Project and specified in the DAS design document. At a minimum, Purchaser shall have the ability to compare irradiance to simultaneous power production measurements through linear regression analysis.

Additionally, Seller shall make available, at no additional cost, the following reports for a term of 5 years after Final Completion of the project:

- Monthly Production report shall be available online to the Purchaser personnel.
- System performance data shall be made available electronically to the Purchaser in a format and at a frequency to be determined during the Design Review process.
- Additional reports shall be made available to the Purchaser to assist the Purchaser in reconciling system output with utility bills and the production guarantee, as determined in the Design Review process.

A Monitoring Manual shall be provided to the Purchaser in printed or on-line form that describes how to use the monitoring system, including the export of data and the creation of custom reports.

3.6 Warranties

Seller shall provide a comprehensive ten (10) year warranty on all system components against defects in materials and workmanship under normal application, installation, and use and service conditions.

Additionally, the following minimum warranties are required:

- PV Modules: The PV modules are to be warranted against degradation of power output of greater than 10% of the original minimum rated power in the first ten (10) years and greater than 20% in the first twenty (25) years of operation.
- Inverters: Inverters shall carry a minimum 10-year warranty (direct purchase price must include a 20-year warranty).
- Meters: At minimum, meters shall have a five (5) year warranty. For meters integrated in inverters, the meter warranty period must match the inverter.
- Mounting system: twenty (20) year warranty, covering at least structural integrity and corrosion.
- Balance of system components: the remainder of system components shall carry manufacturer warranties conforming to industry standards.

All warranties must be documented, in advance and be fully transferable to Client.

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

4. Procurement/Construction

4.1 Tree Removal

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

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4.2 Line Location

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

4.3 Quality Control

To ensure safety and quality of the installation, Seller shall:

- Keep the Site clean and orderly throughout the duration of construction. All trash and rubbish shall be disposed of off-site by licensed waste disposal companies and in accordance with applicable Law.
- Fully comply with all applicable notification, safety and Work rules (including Purchaser safety standards) when working on or near Purchaser facilities.
- Provide all temporary road and warning signs, flagmen or equipment as required to safely execute the Work. Street sweeping services shall also be provided as required to keep any dirt, soil, mud, etc. off of roads. Comply with all state and local storm water pollution prevention (SWPP) ordinances.

4.4 Removal and Remediation

Seller shall remove all construction spoils, abandoned footings, utilities, construction equipment and other byproducts of construction. All disturbed areas including landscaping, asphalt, and concrete shall be remediated to be in equal or better condition than found. Parking lots shall be re-stripped if affected by construction operations.

The site shall be left clean and free of debris or dirt that has accumulated as a result of construction operations.

5. Testing and Commissioning

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

- Acceptance Testing
- System Startup
- Proving Period

A detailed Testing Plan covering each of the phases above shall be submitted and approved by the Purchaser prior to substantial completion of construction. A detailed description of each phase is provided below.

5.1 Acceptance Testing

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

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

- Detailed list of all items to be inspected and tests to be conducted.
- Acceptance Criteria: For each test phase, specifically indicate what is considered an acceptable test result.

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

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

After Seller conducts all Acceptance Testing based on the Testing Plan approved by the Purchaser prior to substantial completion, Seller shall submit a detailed Acceptance Test Report to the Purchaser for review.

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

5.2 Proving Period (30 days)

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

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

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

All data and reports required in Section 3.5.15 shall be fully functional and available to the Purchaser at the commencement of the Proving Period. Data and reporting requirements are included in the testing scope of the Proving Period and deficiencies in these areas (including missing data, inaccurate reports, and other issues that make validation of system performance inconclusive) shall be grounds for denying approval of the Proving Period Report.

If the PV system does not perform to design specifications, diagnostic testing shall be performed by Seller, deficiencies shall be identified with proposed corrective actions submitted to the Purchaser, and the Proving Period test repeated. Seller shall be responsible for providing the labor and equipment necessary to troubleshoot the system. The Proving Period Report shall be submitted after the

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successful completion of this phase and submitted to the Purchaser for review and approval. The report shall contain, but not be limited to, the following information; calculations shall be provided in Excel format with formulas visible to allow for peer review:

- System description
- Test period
- Test results
- Anomalies identified during test
- Corrective action performed
- Actual measured performance
- Calculations detailing expected performance under TMY conditions

5.3 Close-out Documentation Requirements

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

- Final As-Built Drawing Set with accurate string diagram, provided in (2) hard copy sets and an electronic copy in both DWG and PDF format (or as desired by Purchaser).
- Megger test Results
- Module flash-test results with serial numbers
- Component warranties
- Signed inspections cards from AHJ and required Special Inspections
- Interconnection agreements and Permission To Operate
- Owner's Manual

5.4 Training

The Seller shall provide four (4) hours of on-site training for Purchaser personnel in all aspects of operation, routine maintenance, and safety of the PV systems, DAS, and monitoring solution. At a minimum, training topics shall include the following:

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

Seller shall submit a proposed Training Plan during the design process for approval and provide all training materials and manuals to support on-site training in advance of scheduled training sessions (see schedule of submittals in Section 2.3, "Submittals"). The on-site portion of the training program shall be scheduled to take place at the jobsite at a time agreeable to both the Purchaser and Seller.

6. Operations and Maintenance

Seller's EPC Contractor shall offer Operations and Maintenance services for ten (10) years with their Proposal, with an option to extend the Contract for up to an additional ten (10) years. The Operations and Maintenance agreement will be between EPC Contractor or affiliate and the System Owner and Seller of energy. The Purchaser shall not execute the Operations and Maintenance services agreement. In offering such services, the O&M Contractor shall perform all necessary preventive and corrective maintenance, which includes routine maintenance adjustments, replacements, and electrical panel/transformer/ inverter cleaning (interior and exterior) Maintenance by Seller and its contractors shall ensure that all warranties, particularly inverter warranties, are preserved. The frequency and timing of panel wash-downs shall be determined by Seller based on system monitoring data. Environmental sensors such as pyranometers shall be tested and recalibrated at least once every three (3) years.

For any maintenance visits, Seller shall give 3-day advance notification to Purchaser, and no on-site visits shall be performed without approval of the Purchaser, except in case of emergency.

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

6.1 Preventive Maintenance

Preventive Maintenance shall be performed at least annually and include:

- System testing (voltage/amperage) at inverter and string levels
- System visual inspection to include but not be limited to the list below. All discovered issues shall be resolved as needed.
 - Inspect for stolen, broken or damaged PV modules, record damage and location. Report to the Purchaser and wait for the Purchaser to authorize a course of action.
 - Inspect PV wiring for loose connections and wire condition.
 - Inspect for wires in contact with the structure or hanging loose from racking.
 - Check mechanical attachment of the PV modules to the racking.
 - Check attachment of racking components to each other and the structure.
 - Verify proper system grounding is in place from panels to the inverter.
 - Check conduits and raceways for proper anchorage to structures.
 - Inspect all metallic parts for corrosion.
 - Check combiner boxes for proper fuse sizes and continuity.
 - Inspect all wiring connections for signs of poor contact at terminals (burning, discoloration).
 - Inspect disconnects for proper operation.
 - Survey entire jobsite for debris or obstructions.
 - Inspect fasteners for proper torque and corrosion.
 - Inspect inverter pad for cracking or settling.
 - Inspect electrical hardware for proper warning and rating labeling.
 - Inspect alignment of arrays and racking to identify settling foundations or loose attachments.
 - Inspect operation of tracking hinges, pivots, motors and actuators if present.
 - Check for proper operation and reporting of monitoring hardware.
 - Inspect sealed electrical components for condensation buildup.
 - Inspect wiring and hardware for signs of damage from vandalism or animal damage.
- Routine system maintenance to include correction of loose electrical connections, ground connections, replacement of defective modules found during testing, other minor maintenance repair work.
- Module cleaning, at a frequency to be determined by the ongoing monitoring of the system such that effect on production is no more than 5%,
- Routine DAS maintenance to include sensor calibration and data integrity check.

6.2 Troubleshooting, Inspection and Additional Repairs

- Dispatch of field service resources within two business days of notification (via automated or manual means) for repairs as necessary to maintain system performance.
- Any corrective action required to restore the system to fully operational status shall begin within 24 hours of the service resources arriving on-site.
- Major system repairs, not to include mid-voltage switchgear or transformers.

6.3 Customer Service Support

- Support telephone line made available to Purchaser staff to answer questions or report issues.

- Support line shall be staffed during operational hours from 8 am – 6 pm California Standard Time. During times outside of this operational period, an urgent call shall be able to be routed to a supervisor for immediate action.

6.4 Major Component Maintenance and Repair

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

6.5 Other System Services

- O&M Manuals – Seller shall provide three (3) copies of O&M Manuals. Updated editions of O&M Manuals shall be sent electronically to the Purchaser as they become available.
- Management of long term service and warranty agreements, ongoing.

Seller shall log all maintenance calls and document all maintenance activities. These activities shall be presented in a report, which is to be submitted to the Purchaser upon request.

O&M services shall be priced separately from the design and construction of the PV system. Seller shall submit a detailed description of their O&M services, detailing the activities and the intervals at which they will be performed, with their Proposal.

End of Exhibit 6-1

Exhibit 6-2

Equipment Warranties

[CONTRACTOR WARRANTY] [Final TK]

Contractor warrants and guarantees to Purchaser that all of Contractor's work under this agreement will be (a) performed in a professional and workmanlike manner; (b) performed in accordance with generally accepted home improvement practices; (c) performed in accordance with the requirements of this agreement and any required governmental inspections, tests, or approvals; and (d) free from material faults and defects in workmanship ("Defects") for a period of ten (10) years after the date of completion of the Project. Contractor warrants that all materials and equipment will be new unless otherwise specified, and of good quality. All materials and equipment will be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions and specifications of the applicable supplier or manufacturer. This warranty includes diagnosis, repair and/or replacement of the System or System component, exclusive of the manufacturer's coverage. This warranty extends to the original Purchaser and to any subsequent purchasers or owners of the property during the warranty period. All work performed under warranty will be done at no cost to the Purchaser.

This warranty does not apply to:

1. Damage, malfunction, or degradation of electrical output caused by failure to properly operate or maintain the system in accordance with the printed instructions provided with the system.
2. Damage, malfunction, or degradation of electrical output caused by any repair or replacement using a part or service not provided or authorized by Contractor.
3. Damage, malfunction, or degradation of electrical output resulting from purchaser or third party abuse, accident, alteration, improper use, negligence or vandalism, or from a Force Majeure.
4. Design and manufacturing defects in the components. Any manufacturer warranty is the Purchaser's sole remedy for design defects.
5. Any or all exclusions described in the manufacturer's warranty.
6. Normal wear and tear under normal operation.

End of Exhibit 6-2

Exhibit 7

(Not Used)

End of Exhibit 7

Exhibit 8

Milestone Schedule

The following Mandatory Milestones shall be reflected in the schedule required in Exhibit 6 and shall represent the dates upon which each milestone is to be achieved for the site in the Agreement.

Mandatory Milestones (plus numbers in Days)

Mandatory Milestone	City Hall
50% Schematic Design submittal	Design NTP+20
90% Design Development submittal	Design NTP+40
100% Construction Documents submittal for permitting	Design NTP+50
Approved Construction Documents – All Agency Sites	Design NTP+80
Notice to Proceed	
Mobilization – All Agency Sites	NTP+45
Substantial Completion – All Agency Sites	NTP+95
Final Completion – All Agency Sites	NTP+115

Seller shall provide the following submittals as part of the performance of the Work. The cost of developing and providing submittals shall be included in the Project price.

Agreement Submittals

Submittal	Submittal Date	Date
I. System Design		
e. System Design Documentation	At each design milestone	TBD
f. Warranties	At Construction Documents milestone	TBD
g. Testing Plan	At Construction Documents milestone	TBD
h. Power production modeling	At Construction Documents milestone	TBD
II. Procurements and Construction		
c. Safety Plan	30 days before commencement of construction	TBD
d. As-built Documentation	After completion of Proving Period	TBD
III. Testing		
e. Acceptance Test Results	After Acceptance Test	TBD
f. Startup Test Results	After Startup Test	TBD
g. Monitoring Data (Proving Period)	Continually throughout Proving Period	TBD
h. Proving Period Report	30 days after System Startup	TBD
IV. Training		
d. Training Materials	30 days before Training Session	TBD
e. Monitoring Manual	30 days before Training Session	TBD
f. Operations & Maintenance Manual	30 days before Training Session	TBD

End of Exhibit 8

Exhibit 9

Insurance Requirements

SELLER INSURANCE REQUIREMENTS

Seller's Insurance. At all times during the term of the Agreement, and any extension thereof, including, but not limited to, an extension of the term or for the removal of the System from the Site(s), Seller shall obtain, maintain and keep in full force and effect the following insurance for coverage of all obligations and associated activities under the Agreement, including, but not limited to, the use and occupancy of the Site(s), the business operated by the Purchaser thereon, and the construction, installation, operation, maintenance and repair of the Systems, in the amounts, and with the conditions required, as set forth in this Agreement.

Each policy required below shall include an additional insured endorsement in favor of the Purchaser for ongoing and completed operations, which endorsement shall specify that such additional insured coverage is primary and non-contributory as to any other coverage available to the additional insured.

1. Workers' Compensation Insurance for Seller's employees to the extent of statutory limits and Occupational Disease and Employer's Liability Insurance for not less than \$1,000,000. The Seller's worker's compensation policy shall be specifically endorsed to waive any right of subrogation against the Purchaser.
2. Commercial General Liability Insurance, or its equivalent, including but not limited to Products and Completed Operations and Contractual Liability, as applicable to Seller's obligations under this Agreement, with limits not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
3. Excess Liability Insurance with an aggregate limit of not less than \$5,000,000.
4. Without limitation to the foregoing, Seller shall purchase and maintain throughout the term of this Agreement insurance or indemnity protection that is co-equal with its indemnity obligations hereunder.

WORKERS' COMPENSATION AND PUBLIC LIABILITY PROPERTY DAMAGE INSURANCE (PUBLIC WORKS CONTRACTS)

The City of San Rafael requires that all Contractors and Subcontractors performing work under a Public Works contract with the City, carry workers' compensation insurance, public liability insurance and property damage insurance. The public liability insurance and property damage insurance shall insure the City, its elective and appointive Boards, Commissions, Officers, Agents and Employees, as follows:

<u>Public Liability:</u>	Not less than \$1,000,000 per person and \$5,000,000 for one occurrence.
<u>Property Damage:</u>	Not less than \$1,000,000 for one occurrence.

The workers' compensation insurance shall be provided in accordance with applicable statutes, include employers liability coverage of at least \$1,000,000 per accident, per employee and policy limit by disease, and include a waiver of subrogation in favor of the City of San Rafael, its elective and appointive Boards, Commissions, Officers, Agents and Employees.

The required insurance may be provided by a separate policy insuring the City, its elective and appointive Boards, Commissions, Officers, Agents and Employees or, if the contractor already has insurance, he may provide the City with the required insurance by submitting a certificate of insurance and a standard form of additional insured endorsement. For this latter purpose, the City will accept the following:

"IT IS HEREBY UNDERSTOOD AND AGREED THAT THE CITY OF SAN RAFAEL, its officers, agents and employees, are additional insureds hereunder but only as respects liability arising out of the land and/or property

and/or work described in the Public Works contract for the project entitled, [name of project] between the City of San Rafael and [contractor], for the work and the improvements described therein."

The contractor shall provide satisfactory evidence to the City that the required liability insurance is primary and excess of any other insurance available to the City.

The contractor's worker's compensation policy shall be specifically endorsed to waive any right of subrogation against City.

Evidence of satisfactory insurance must be furnished to the City at the time of the execution of the Public Works contract together with evidence that the insurance carrier will not cancel or reduce the coverage of the policy without first giving the City at least thirty (30) days prior notice. Such notice shall be sent to:

CITY OF SAN RAFAEL
DEPARTMENT OF PUBLIC WORKS
111 MORPHEW STREET
SAN RAFAEL, CA 94901

End of Exhibit 9

Exhibit 10

Seller and Purchaser Agreed Responsibilities

[Intended to cover such things as tree removal, tree trimming, painting, etc., that are not otherwise specified in the document]

Tree Removal/Trimming Table

Site	ID	# of trees	Type	Action Required	Responsibility	On-going Work Required*
City Hall	1	~7	Conifers	Remove 1-2 trees along Mission, west of power pole	City	N/A
				Trim to avoid carport structure	City	Trim every 5 years
	2	1	Sycamore	Trim 8-10 feet from top as feasible	City	Trim every 5-10 years
	3	1	Sycamore	Trimming not needed now, but City may want to top pre-emptively	City	Trim every 5-10 years
	4	2	Unknown saplings	Remove tree to east; trim tree to west	Contractor	N/A
	5	6-7	Unknown small flowering	Remove all trees located under carport structure	Contractor	N/A

End of Exhibit 10

**AMENDMENT NO. 1
TO
SOLAR POWER PURCHASE AGREEMENT DATED MARCH 20, 2018**

THIS AMENDMENT NO. 1 to Solar Power Purchase Agreement is entered into this _____ day of _____, 2019, by and between **SolEd Solar Holdings V LLC**, a California Limited Liability Company (“Seller”), the managing member of which is SolEd Benefit Corp, a California Benefit Corporation, and the **City of San Rafael, California** (“Purchaser”) and together with Seller, each a “Party” and together, the “Parties”.

RECITALS

- A. Purchaser and Seller have entered into a Solar Power Purchase Agreement for installation of a solar energy facility at the San Rafael City Hall (“Original Agreement”), dated March 20, 2018, and hope to commence construction of the project in the near future;
- B. As authorized by Section 9 of Exhibit 4 of the Original Agreement, due to changes in law and circumstances, and for the facilitation of Seller’s financing obligations, Purchaser and Seller wish to amend the Original Agreement to change the term and certain other of its substantive provisions;
- C. Such amendments to the Original Agreement have been mutually agreed to and are for the benefit of both Parties;

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

- 1. Exhibit 1, Section 1 shall be stricken and replaced with:
 - a. “Term: Thirty (30) years, beginning on the Commercial Operations Date, as defined in **Exhibit 4, Section 3(a)**.”
- 2. Exhibit 1, Section 5 shall be stricken and replaced with:
 - a. “Contract Price:

Site	City Hall
Contract Year	\$/kWh
1	\$0.17500
2	\$0.17763
3	\$0.18029
4	\$0.18299
5	\$0.18574
6	\$0.18852
7	\$0.19135
8	\$0.19422
9	\$0.19714
10	\$0.20009
11	\$0.20309
12	\$0.20614
13	\$0.20923
14	\$0.21237
15	\$0.21556
16	\$0.21879
17	\$0.22207
18	\$0.22540
19	\$0.22878
20	\$0.23222
21	\$0.23222
22	\$0.23222
23	\$0.23222
24	\$0.23222
25	\$0.23222
26	\$0.23222
27	\$0.23222
28	\$0.23222
29	\$0.23222
30	\$0.23222

3. Exhibit 1, Section 7 shall be stricken and replaced with:
a. "Anticipated Commercial Operation Date:

Site	City Hall
Commercial Op. Date	September 15, 2019

"1"

4. Exhibit 2, Section 2 shall be stricken and replaced with:
a. "System Size (DC kW):

Site	City Hall
System Size (kW-DC-STC)	246.2

5. Exhibit 2, Section 3 shall be stricken and replaced with:
a. "Expected Contract Quantity (MWh):

Annual Expected Quantity of Energy

Site Year	City Hall MWh
1	359.8
2	358.9
3	358.0
4	357.1
5	356.2
6	355.3
7	354.4
8	353.5
9	352.6
10	351.8
11	350.9
12	350.0
13	349.1
14	348.2
15	347.4
16	346.5
17	345.6
18	344.8
19	343.9
20	343.1
21	342.2
22	341.3
23	340.5
24	339.6
25	338.8
26	337.9
27	337.1
28	336.3
29	335.4
30	334.6

6. Exhibit 2, Section 8 shall be stricken and replaced with:

a. “[Reserved]”

7. The aerial photograph in Exhibit 2, Attachment A: **Facility and System Layout** shall be removed and replaced with:



a. “

8. The sentence in Exhibit 4, Section 12 that states: “Seller shall exercise reasonable care in the maintenance and operation of the Meters and the monitoring system and shall test and verify the accuracy of each Meter at least once every two (2) years.” shall be stricken and replaced with:
- a. “Seller shall exercise reasonable care in the maintenance and operation of the Meters and the monitoring system and shall test and verify the accuracy of each Meter upon request, but not more frequently than once every two (2) years.”
9. The sentence in Exhibit 4, Section 12 that states: “Seller shall at its sole cost and expense, install any updates or upgrades to the Meters, and all associated measuring equipment necessary to permit an accurate determination of the quantities of Energy delivered under this Agreement, in addition to accurate weather information.” shall be stricken and replaced with:
- a. “Seller shall, at its sole cost and expense, install any updates or upgrades to the Meters.”
10. Exhibit 4, Attachment A shall be stricken and replaced with:
- a. “Termination Payment Amount

End of Contract Year	City Hall
Prior to Commencement of Construction	See Exhibit 4, Section 3(c)(i)
1	N/A
2	N/A
3	N/A
4	N/A
5	N/A
6	N/A
7	N/A
8	N/A
9	N/A
10	\$ 957,870
11	N/A
12	N/A
13	N/A
14	N/A
15	N/A
16	N/A
17	N/A
18	N/A
19	N/A
20	\$ 630,273
21	N/A
22	N/A
23	N/A
24	N/A
25	N/A
26	N/A
27	N/A
28	N/A
29	N/A
30	\$ 55,000

11. Exhibit 10, Seller and Purchaser Agreed Responsibilities, the table shall be stricken and replaced with:

- a. "Tree Removal/Trimming responsibilities:
"Purchaser shall provide trimming and removal of such trees and bushes as necessary to prevent obstructions to the solar arrays that would reduce solar insolation."

[Remainder of page left blank intentionally, Signature Page follows]

**SIGNATURE PAGE
FOR
AMENDMENT NO. 1
TO
SOLAR POWER PURCHASE AGREEMENT DATED MARCH 20, 2018**

By and Between
SolEd Solar Holdings V, LLC, a California Limited Liability Company (“Seller”), the
managing member of which is SolEd Benefit Corp, a California Benefit Corporation,
and **the City of San Rafael, California (“Purchaser”)**

By
PURCHASER: City of San Rafael, California

By
SELLER: SolEd Solar Holdings V LLC
By: SolEd Benefit Corp, Managing Member

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: David W Kunhardt_____

Title: _____

Title: CEO of SolEd Benefit Corp

Date: _____

Date: _____