

CROCKETT SANITARY COMMISSION

AGENDA FOR WEDNESDAY, SEPTEMBER 18, 2024

TIME: 4:00 PM – Regular Meeting

LOCATION: Crockett Community Center, 850 Pomona Street, Crockett, CA

The Crockett Sanitary Commission is an agent of the Crockett Community Services District.

1. CALL TO ORDER - ROLL CALL
2. CALL FOR REQUESTS TO CONSIDER ITEMS OUT OF ORDER
3. PUBLIC COMMENTS ON NON-AGENDA ITEMS
(The Committee is prohibited from discussing items not on this agenda. Matters brought up that are not on the agenda may be referred to staff for action or calendared on a future agenda.)
4. PRELIMINARY REVIEW OF PUBLIC HEARINGS: None
(The Commission will hear the violation(s) and make a recommendation to the CCSD Board for a final determination. CCSD Board meetings are held on the following Wednesday at 7 PM.)
5. CONSENT CALENDAR: Consideration of a motion to approve the following items:
 - a. Approve Minutes of August 21, 2024.
 - b. Receive warrant transmittals.
6. CONSIDER ITEMS REMOVED FROM THE CONSENT CALENDAR:
7. ADMINISTRATIVE:
 - a. Receive report on actions taken by the District Board.
 - b. Update on Joint Use Agreement negotiations.
 - c. Update on C&H billing.
 - d. Ratify NSU Contract.
 - e. Update on sanitary staff support hire.
 - f. Discuss repair plan for 1 Rolph Park Drive.
 - g. Discuss pending vacancy in CVSAN Commission.
8. REPORTS OF DEPARTMENT MANAGERS:
(These items are typically for the exchange of information only. No action will be taken at this time.)
 - a. Update on District administration.
 - b. Update on financial matters.
 - c. Operations, maintenance, and capital improvements.
 - d. Governmental matters.

e. Announcements and discussion.

9. REPORTS FROM COMMISSIONERS:

(These items are typically for the exchange of information only. No action will be taken at this time.)

- a. Wastewater Committee – Members Bartlebaugh and Manzione
- b. Budget & Finance Committee – Members Trask and Bartlebaugh.
- c. Inter-agency and Trade meetings.

10. FUTURE AGENDA ITEMS

- a. Update on wine wastewater opportunity.
- b. Impact Fees for CVSAN.
- c. Form an Ad Hoc to select an SUC consultant and planning: study structure and consider a 5-year equalized rate increase plan
- d. Hire a firm to check data on single-family residences, apartment quantities, commercial dischargers, and mixtures.
- e. JTP Monthly Operations Rpt (MOR)
- f. Monthly Maintenance Operations Report

11. COMMENTS FROM COMMISSIONERS:

12. ADJOURNMENT: until October 16, 2024.

Visit our [website](#) for more information on meetings and activities of the Crockett Community Services District and the towns of Crockett and Port Costa.

In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in a District meeting, or if you need a copy of the agenda, or the agenda packet, in an appropriate alternative format, don't hesitate to get in touch with the District Secretary at (510) 787-2992 or by email at districtsecretary@town.crockett.ca.us. Notification at least 48 hours before the meeting or when services are needed will assist District staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Per California Government Code Section 54957.5, any writing or document that is a public record related to an open session agenda item, and is distributed less than 72 hours prior to a regular meeting will be made available for public inspection. The Board has designated the District's website located at www.town.crockett.ca.us/meetings as the place for making those public records available for inspection. The documents may also be obtained by calling the District Secretary at the Crockett Community Services District Office in Crockett. If, however, the document or writing is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting, as listed on this agenda. The office address is 850 Pomona Street, Crockett, California 94525.

CROCKETT SANITARY COMMISSION (CVSAN)

of the Crockett Community Services District

P.O. Box 578 - Crockett, CA 94525

Telephone (510) 787-2992

Fax (510) 787-2459

e-mail: districtsecretary@town.crockett.ca.us

website: www.town.crockett.ca.us

For Review

MINUTES OF REGULAR MEETING OF AUGUST 21, 2024.

1. CALL TO ORDER: The meeting was opened at 4:00 PM by Vice-Chair Bartlebaugh. Commissioners present include Bartlebaugh, McDonald, Trask, Quade, and Wais. Chair Manzione was absent (excused). Alternate Quade sat as a voting member. Staff present: District Secretary (DS) Rivas, Administrative Services Manager (ASM) Goodman, Sanitary Department Manager (SDM) Barnhill. Board President Spinner was present.
2. REQUEST TO TAKE AGENDA ITEMS OUT OF ORDER: None.
3. PUBLIC COMMENTS ON NON-AGENDA ITEMS: A member of the Crockett community introduced himself and the public requested the opportunity to present alternative methods of human waste disposal. It will be parked in Future Agenda items until the opportunity presents itself.
4. PRELIMINARY REVIEW OF PUBLIC HEARINGS: None.
5. CONSENT CALENDAR: Item 5a. was pulled for discussion. Item 5b was approved (McDonald 1st, Wais 2nd. 5/0).
 - a. Approve minutes of the Special Meeting of July 17, 2024.
 - b. Receive warrant transmittals. All expenses related to 1 Rolph Park Drive are solely being charged to CVSAN. Only the loan is being split amongst the departments. A small percentage of electricity is being charged to the coffee shop.
6. CONSIDER ITEMS REMOVED FROM THE CONSENT CALENDAR:
 - a. Minutes of the Special Meeting of June 21, 2024. Approved with a minor correction. (Wais 1st, Quade 2nd, 4/0, 1 abstain)
- 7a. REPORT ON ACTIONS TAKEN BY THE DISTRICT BOARD AND THEIR COMMITTEES: The Sewer Use Charge (SUC) increase and Method of Collection (by property tax) were approved for Crockett. The Budget for FY 2024/25 was approved. Iris Wesselman was appointed to the Personnel Committee.
- 7b. UPDATE ON JOINT USE AGREEMENT NEGOTIATIONS: . The Interim General Manager (IGM) has been meeting weekly with ASRS lawyers. The District's first response to the C&H draft Join Use Agreement (JUA) agreement was submitted to the attorney for review (includes edits from two Board members, the wastewater committee, and Staff). The main substance of the contract is expected to be accepted, and the majority of the negotiations will focus on the cost allocation for capital improvements, maintenance, and operations. C&H agreed to extend the JUA negotiations from July to October. The lease for the treatment plant expires in October and is up for renewal at the State Lands Commission meeting in October. A member of the Board expressed his concern about the division of points in the agreement and the possibility that the two parties may not resolve their difference in time for the October meeting. It was strongly suggested that all outstanding C&H bills be paid before the October State Lands

5.a

Commission meeting to avoid interest accruals. C&H has not paid any bills to the District, but the District has not billed them in three years.

7c. UPDATE ON CONTRACTED OPERATORS: Staff is recommending to the Board the approval of a contract with NSU (Natural Systems Utility) to replace Valley Operators for operations and maintenance of Crockett and Port Costa systems and begin services on September 3rd. Staff highlighted the various services provided, the range of capabilities, access to resources including grants, and their proximity to Crockett and Port Costa. NSU has engineering, operating, maintenance, mechanic, and construction capabilities. They could design, construct, and operate a treatment plan for Crockett. NSU are operators in Marshall (almost identical to Port Costa), they have installed plants and have a wide range of experience, they are willing to respond to collection system emergencies which will provide relief to an understaffed department. In addition to their extensive experience and capabilities, their quote was significantly lower than the first quote received. The contract has a termination clause where, if they recommend changes, repairs, or replacements, and the client disagrees, the client will need to reasonably respond in writing as to why the work cannot be done. The two parties must agree to a timeframe or an alternative solution. Without a satisfactory reason or agreement, the contractor has the authority to terminate the contract. Mr. Barnhill emphasized the importance of NSU's ability to make quick decisions, clear communication, and a fresh pair of eyes. The Commission requested the contract be brought back for ratification in September.

7d. DISCUSS A POSSIBLE NEED FOR A GREASE TRAP AT THE OLD HOMESTEAD LOCATION: The Old Homestead site will be installing a three-basin sink to accommodate increased catering services. The site does not allow cooking but allows dishwashing. Staff has reviewed the District Code to determine if a grease trap is sufficient, or if an interceptor is required. The District Code requires restaurants to install interceptors. The Commissioners agreed with the Staff's recommendation that only a grease trap is required.

7e. UPDATE ON SANITARY STAFF SUPPORT HIRE: With the loss of a key sanitary staff, the sanitary department is in need of support. The original Sanitary Field Assistant job description was updated and presented to the Commission. The position is full-time and includes retirement benefits. The District will focus on the candidate's technical background and trainability and should live within 30 minutes from Crockett. The position was not considered in the budget but since a district engineer will not likely be hired within the fiscal year, the budget is not expected to be impacted. It was suggested that full-time be clarified to mean 32 hours, on-call responses are for sewer spills and emergency alarms, and there is a six-month probationary period. Management may want to consider a stipend for emergency on-call needs as a form of recognition of value and employee retention.

7f. DISCUSS LEAK AT THE TREATMENT PLANT: There has been a leak on Dowrelio Drive that returns regularly. Staff has continued to test the water and only chlorine is detected. It was speculated that a broken waterline may exist at the top of Vista Del Rio and flow into a storm drain that drains off the hillside across from the treatment plant and may be picking up gravel and rock from the Vista Del Rio side and may have created a dam. The water leak has saturated the ground underneath the roadway, has built up, and bubbles up when it hits the foundational point of the treatment plant. The presence of chlorine indicates it could be EBMUD water. EBMUD has a line going through the site and has been seen working on their lines as one goes towards the EQ tank. There was mention that C&H had considered a French drain around the treatment plant.

CREEK is currently renegotiating its lease with the State Lands Commission for its property located across from the treatment plant. State Lands is requiring CREEK to maintain the access way. Staff will suggest that they contact C&H to address this maintenance issue.

8a. UPDATE ON DISTRICT ADMINISTRATION: The tax levy roll was submitted and accepted by the County. An updated salary schedule will be presented to the Board. Staff will be applying for a Cybersecurity grant for up to \$250,000 which will help with the District's current IT infrastructure revamp with an eventual cloud-based system. Tons of paper records are currently being stored at the EQ site. Staff may want to include that the District is preparing to protect documents and request a scanner and paper shredder in conjunction with protecting documents.

8b. UPDATE ON FINANCIAL MATTERS: Sanitary staff is finalizing the accounting for the Alexander Park sewer repair project. Recreation is experiencing a financial hardship. Factors that led to this included the hiring of unbudgeted staff, overstaffing of lifeguards to cover the excess usage of the pool generated by the P66 swim safety passes program, the unbudgeted payout of a long-term employee, and lack of financial oversight of the pool ADA upgrades. The Ad Valorem property tax fund is currently at \$731,000. This fund is typically split into the following departments: 85% CVSAN, 14% to Recreation, and 1% to Maintenance but has not yet been split. The SUC rate study indicates a transfer of \$435,000 from Ad Valorem taxes but the transfer has not officially been completed. The ASM is proposing to transfer funds from the Ad Valorem taxes to address the Recreation shortage. The Recreation Commission has expressed their desired option which was to transfer the exact shortfall of \$180,000.

An extensive discussion was had on rebuilding community confidence and how Recreation is the face of the community. With expectations that the District's accounting will be resolved by end of the year, the Commissioners support the ASM's recommendation to transfer Ad Valorem funds as discussed earlier.

The LAIF balance is \$4,633,404.81.

8c. OPERATIONS, MAINTENANCE, AND CAPITAL IMPROVEMENTS: There have been multiple power outages. The power outage the day before affected the Loring pump station. Staff recently acquired a 7,000-watt portable generator and hooked it up to the Loring pump station. Today, the second power outage affected the Crockett pump station. Upon arriving, pump four had failed. Pumps three and four had failed the week before and had become air-bound. Mr. Barnhill explained in detail the issues that arose, his troubleshooting thoughts through fixing the issue, and explained that NSU will be able to address this issue once they come on board.

The EQ tank site has been neglected. Staff had the yard cleared of debris, the grass was mowed, and will return later to have the structures pressure washed and painted. The valve pit was filled with water likely the result of a clogged pipe. Paull Sell was called in to vacuum the well and found a large rock had caused the blockage. The pump was unaffected and in working order.

Pump one is out of service. The panel is burned out of grit channel one. A new motor is scheduled to be installed on Friday. Staff may ask NSU to rebuild a new panel. A component of each aspect of the pump station is out. The ASM pointed out other items that were mentioned in the meeting that the former district engineer had pointed out.

8d. GOVERNMENTAL MATTERS: There were two uncontested applicants for the two full-term seats: Commissioner McDonald and Board Director Barassi. There will be a runoff for the one half-term seat: Gaunt Murdock and Matthew Raver. Election date is November 5th.

8e. ANNOUNCEMENTS AND DISCUSSION: The cash account balance is \$757,505.60. Maze & Associates continues to make headway with the account reconciliation. Several items from multiple agencies had not been updated in QuickBooks. An end-of-year date for updating the books is still feasible. Both the District Secretary and Administrative Services Manager completed their first anniversary in August.

9a WASTEWATER COMMITTEE: No report.

9b BUDGET & FINANCE COMMITTEE: No report.

9c INTER-AGENCY MEETINGS: None.

10 FUTURE AGENDA ITEMS:

- a. Presentation on alternative methods of human waste disposal
- b. Update on wine wastewater opportunity.
- c. Form an Ad Hoc for an SUC consultant and planning.
- d. Pursue improved flow metering and data sharing from C&H.
- e. Hire an engineering specialist to review the sewer use study structure and consider a 5-year equalized rate increase plan.
- f. Hire a firm to check data on single-family residences, apartment quantities, commercial dischargers, and mixtures.
- g. 1 Rolph Park Drive repairs.
- h. JUA study session.
- i. Monthly Maintenance Operations Reports.
- j. Pump Station Grit Detritter Condition report.

11. COMMISSIONER COMMENTS: None.

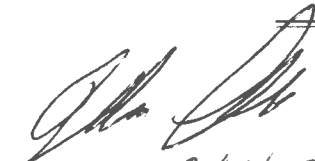
12. ADJOURNMENT: The meeting was adjourned at 6:02 PM until September 18, 2024.

Respectfully submitted,
Sonia Rivas, MBA
District Secretary

CROCKETT COMMUNITY SERVICES DISTRICT
Crockett Community Services District

Auditor's Date: _____ Fund: 342600 Account : 0830

Date	Name	Memo	Credit	Num
1000 · County Operating Funds				
1025 · Fund 3426 - CVSan - O&M				
08/04/2024	CSRMA	Prop Ins, Prop JPA, Prop PDF, and Prop Deposit, INV#7348 SPLIT	14,838.10	7224
08/04/2024	CONTRA COSTA COUNTY TREASURER	Netchex payroll no 31, SPLIT	34,458.73	7225
08/04/2024	First Foundation Bank	1 RPD payment Acct#60162400, SPLIT	16,257.88	7226
08/04/2024	First Foundation Bank	CVSAN Loan payment Acct#60243700	26,457.35	7227
08/04/2024	Morgan's Outdoor Living, Inc.	Repair of Community Center Fence, Part of CVSAN Alexander Park Project	1,329.00	7228
08/04/2024	PG&E	Gas and Electricity, Acct# 6193854060-8	11,637.12	7229
08/04/2024	SDRMA	SDRMA for May-Aug 2024, SPLIT	17,705.61	7230
08/04/2024	USBank	Credit Card Payment, acct# 8450, SPLIT	3,219.64	7231
08/04/2024	Villa's Landscape	bi-weekly landscape 1 RPD July 2024, INV#JB-008	300.00	7232
08/04/2024	WEST COUNTY WASTEWATER DISTRICT	May and June 2023 (FY22/23) INV04328 and INV04331	17,782.94	7233
08/04/2024	WEST COUNTY WASTEWATER DISTRICT	Nov & Dec 23 (4392,4400) Feb, Mar, Apr, May 24 (4491,4492,4500,4497) ((FY23/24))	43,951.08	7234
Total 1025 · Fund 3426 - CVSan - O&M			<u>187,937.45</u>	
Total 1000 · County Operating Funds			<u>187,937.45</u>	
TOTAL			<u>187,937.45</u>	


 8/4/2024

CROCKETT COMMUNITY SERVICES DISTRICT
Crockett Community Services District
Auditor's Date: _____ Fund: 342600 Account : 0830

Date	Name	Memo	Credit	Num
1000 · County Operating Funds				
1025 · Fund 3426 - CVSan - O&M				
08/18/2024	CONTRA COSTA COUNTY TREASURER	NETCHEX PAYROLL NO.32, split	1,523.09	7235
08/18/2024	CCSDA	Membership dues 24-25, split	60.00	7236
08/18/2024	KEL-AIRE HEATING & AIR CONDITIONING	INV# 083470 & 083423, service to 1 RPD	703.40	7237
08/18/2024	Let's Dig, Inc.	Weed Abatement and Debris Cleanup at EQ site	6,580.00	7238
08/18/2024	L.R. PAULSELL CONSULTING	INV# CVSD 24-16, SEWER HP CLEANING 44.25 HRS	13,275.00	7239
08/18/2024	Maze & Associates	JULY ACCOUNTING SVCS, INV# 53460, SPLIT	1,903.38	7240
08/18/2024	TELSTAR INSTRUMENTS, INC.	INV# 121926a & 122723, MCCP	67,372.98	7241
08/18/2024	CEAU	ALEXANDER PARK PROJECT, INSTALLMENT #4	50,730.00	7242
Total 1025 · Fund 3426 - CVSan - O&M			<u>142,147.85</u>	
Total 1000 · County Operating Funds			<u>142,147.85</u>	
TOTAL			<u><u>142,147.85</u></u>	

[Handwritten Signature]
8/18/2024

CROCKETT COMMUNITY SERVICES DISTRICT
Crockett Community Services District

Auditor's Date: _____ Fund: 342600 Account : 0830

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Credit</u>	<u>Num</u>
1000 · County Operating Funds				
1025 · Fund 3426 - CVSan - O&M				
08/20/2024	CONTRA COSTA COUNTY TREASURER	CalPERS Payment, July 2024	4,458.90	7243
Total 1025 · Fund 3426 - CVSan - O&M			<u>4,458.90</u>	
Total 1000 · County Operating Funds			<u>4,458.90</u>	
TOTAL			<u>4,458.90</u>	

Jan Ho
 8/20/24



Operations and Maintenance Agreement

**Natural Systems Utilities
1070 Horizon Drive
Fairfield, CA. 94533**

And

**Crockett Community Services District
Crockett Sanitary Department
Port Costa Sanitary Department
850 Pomona St
Crockett, CA. 94525**

PREPARED BY

Natural Systems Utilities

August 2024

www.nsuwater.com

7.d

This Operations and Maintenance Agreement (“Agreement”) is dated upon 8/28/2024

(the “Effective Date”), and is between Natural Systems Utilities, a corporation organized and existing under the laws of the State of California and having its principal place of business at 1070 Horizon Dr. Suite A Fairfield CA. 94533 (“NSU”) and Crockett/Port Costa Community Services District, organized and existing under the laws of California and having its principal place of business at 850 Pomona St, Crockett, CA. 94525 NSU and the Client shall be individually referred to as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, the Client owns and is responsible for the operation of a Wastewater Treatment, Discharge of Port Costa, and Collection system containing 2 pump stations and 2 million gallon EQ for Crockett. (“System”); and

WHEREAS, the System consists of facilities and equipment as more particularly described in Exhibit C, annexed hereto and incorporated herein (collectively, “System”); and

WHEREAS, the Client has determined that it is in the Client’s best interest to procure the services of a contractor to operate and maintain the System in accordance with the Client’s Permit; and

WHEREAS, NSU is in the business of providing licensed operations and maintenance services at water and wastewater treatment facilities; and

WHEREAS, the Client and NSU wish to enter into an agreement for the operations and maintenance of the System and the Parties have agreed upon the terms and conditions under which NSU will provide the services to the Client.

NOW, THEREFORE, in consideration of the mutual rights, duties, agreements, and covenants contained herein, and agreeing to be legally bound thereby, the Client and NSU agree as follows:

1.0 **DEFINITIONS.** For purposes of this Agreement, the following standard definitions shall apply:

1.1. "Acceptable Finished Water" means treated water leaving the Water System that complies with all applicable guidelines and criteria under Applicable Law.

1.2. "Acceptable Influent" means domestic, commercial, institutional, industrial, and other wastewater received at the Facility, in quantities not exceeding the design capacity of the Facility, and which does not include any substances or contaminants that the Facility is not currently designed to treat or is not capable of pumping.

1.3. "Raw Water" means untreated influent wastewater.

1.4. "Agreement Price" means the sum of (1) the Base Monthly Fee and (2) the Additional Services Fees and Costs (as are defined in Section 5).

1.5. "Applicable Law" means any federal, state or local statute, local charter provision, regulation, ordinance, rule, mandate, order, decree, permit, code, or license requirement or other governmental requirement or restriction, or any interpretation or administration of any of the foregoing by any governmental authority, which applies to the services or obligations of either Party under this Agreement.

1.6. "Capital Improvement" means the purchase and installation of new equipment, System structures, or other System components, or rehabilitation of equipment, existing System structures or other System components, which are planned and non-routine.

1.7. "Change in Law" means the enactment, adoption, amendment, promulgation, issuance, modification, repeal, or change of any Applicable Law that takes effect after the Effective Date of this Agreement.

1.8. "Emergency Call-Out" means services provided by NSU pursuant to this Agreement outside of Normal Business Hours.

1.9. "Maintenance" means those routine or repetitive activities, including preventive and predictive activities required by the equipment guidelines or manuals and those activities recommended by NSU to maximize the service life and performance of the System's equipment and the components thereof.

1.10. "Normal Business Hours" means the hours between 7:00 AM and 3:30 PM, Monday through Friday, excluding holidays.

1.11. "Repair" means those unplanned, non-routine and non-repetitive activities required for operational continuity, safety, and performance, generally due to failure, or to avert a failure of, equipment, vehicles, structures, and the System or a component thereof.

1.12. "Replacement" means the complete substitution of a piece of equipment, a component of a piece of equipment, vehicles, structures, or a component of the System due to wear, breakage, or other failure in order to return the equipment, vehicle, structure, System or some component thereof to designed functionality.

1.13. "Uncontrollable Circumstance" means any act, event, condition, or circumstance that (1) is beyond the reasonable control of NSU, (2) by itself or in combination with other acts, events, conditions, or circumstances adversely affects, interferes with or delays NSU's ability to perform its obligations under this Agreement, expands the scope of NSU's obligations under this Agreement, or increases NSU's cost of performing its obligations under this Agreement, and (3) is not the direct result of the willful or negligent act, intentional misconduct, failure to exercise proper due diligence, or breach of this Agreement by NSU. Subject to clauses (1), (2) and (3) above, an Uncontrollable Circumstance shall include, but not be limited to, the following:

1.13.1. a change in law;

1.13.2. any change that takes place between the Effective Date and the date that NSU commences performance of the services under the Agreement, which impacts NSU's performance of the services;

1.13.3. any injunction or similar order issued by a governmental or regulatory body;

1.13.4. delays or denials of any licenses, permits and approvals that are required to be maintained by NSU in order to perform the services;

1.13.5. the existence of a concealed or latent environmental condition at the System or adjoining sites;

1.13.6. contamination of the System's site from groundwater, soil or airborne substances migrating from sources outside of the System;

1.13.7. naturally-occurring events such as earthquakes, hurricanes, tornadoes, floods, fires, landslides, underground movement, lightning, epidemics and other acts of nature;

1.13.8. war, terrorism, explosion, sabotage, extortion, blockade, insurrection, riot, civil disturbance, or acts of a declared public enemy;

1.13.9. labor disputes or strikes, except labor disputes involving employees of NSU;

1.13.10. the failure of supply chain due to country state or global conditions that would delay or interrupt performance of NSU under this contract

1.13.11. the result of any act, error or omission of any other contractor engaged by the Client to perform services at the System;

1.13.12. the failure of any governmental body or private utility having operational jurisdiction in the area in which the System is located to provide and maintain utilities, or telephone and telecommunication services;

1.13.13. a defect in title or placement of any encumbrance on the System;

1.13.14. the receipt of raw water at the System other than Acceptable Raw Water;

1.13.15. any breach by a Party, other than the Party claiming the occurrence of an Uncontrollable Circumstance, of its representations, warranties and covenants as set forth in this Agreement;

1.13.16. any failure, non-performance or non-compliance by a Party, other than the Party claiming the occurrence of an Uncontrollable Circumstance, with respect to its obligations and responsibilities under this Agreement;

1.13.17. the failure of the Client to proceed with a Replacement or Capital Improvement that NSU determines is necessary to provide the services in this Agreement;

1.13.18. any Replacement or Capital Improvement that interferes with NSU's obligations and responsibilities under this Agreement;

1.13.19. the action of any third part outside of NSU control (ie vandalism); or

1.13.20. without prejudice to the generality, any other circumstance, cause or occurrence of any kind whatsoever beyond the reasonable control of a Party.

2.0 TERM OF AGREEMENT.

2.1. The initial term of this Agreement shall be for a period of five (5) years ("Initial Term"), commencing on the Effective Date **September 1st, 2024**.

2.2. Unless earlier terminated pursuant to the provisions set forth hereunder, the Agreement shall automatically renew upon completion of the Initial Term for additional consecutive twelve (12) month periods (each, a "Renewal Term" and collectively, the "Renewal Terms"), unless either Party notifies the other, in writing, of its intent to terminate at least sixty (60) days prior to the conclusion of the Initial Term or then-current Renewal Term. Unless otherwise agreed to by and between NSU and the Client, the terms and conditions of this Agreement shall remain in full force and effect during the Renewal Terms, except with respect to the fees for the services.

2.3. The Initial Term and the Renewal Terms shall be collectively referred to herein as the "Term".

2.4. Either party may terminate with or without cause given a written sixty (60) days' notice to the other party.

3.0 SCOPE OF SERVICES

3.1. NSU shall provide the work or services (the "Work" or the "Services") at one or more facilities (collectively, the "Property"), both of which are described in more detail in Exhibit A. The Services will include furnishing all skilled labor and/or materials, supervision, management, tools, and equipment necessary to perform and complete the Services. The Services will be performed in a professional manner in accordance with applicable industry standards and in accordance with the specifications set forth in Exhibit A. All Services are to be performed during normal working hours, Monday through Friday 7:00 AM — 3:30 PM (or at such other times if specifically agreed to by the parties in Exhibit A). Services include all reports, memoranda, or other materials in written form or other work product prepared by NSU pursuant to this Agreement and furnished to Client ("Deliverable"). Should there be any discrepancy in the terms of Exhibit A and this Agreement, the terms of this Agreement will prevail.

3.2. It is assumed that Client will continue to provide NSU secured access to all sampling locations. NSU will provide the following licensed operations services all of which will be included in the Services.

3.3. Certified Personnel and Subcontractors. NSU shall provide Services under the direct supervision of NSU personnel who possess valid water operator certifications as required by Applicable Law; or if no such certification is required, by personnel NSU deems qualified to perform the Basic Services. The Client acknowledges and agrees that NSU may retain subcontractors to assist NSU in the performance of the Services, who will be bound to the same duties and obligations for performance of the services as NSU. The use of subcontractors shall not relieve NSU of its responsibility or obligations under this Agreement.

4.0 CAPITAL IMPROVEMENTS

4.1. During the term of this Agreement, NSU may, without obligation, provide the Client with a listing of recommended Capital Improvements, identifying the Capital Improvements that are necessary to improve the performance, safety, or increase the capacity of the System, to address or anticipate the obsolescence of portions of the System, to reduce the cost of this Agreement, to produce cost savings or efficiency innovations to the System, or are necessary to comply with existing or anticipated changes to Applicable Law (each, "Capital Improvement Project" and collectively, "Capital Improvement Projects"). The decision to proceed with construction and implementation of any such Capital Improvement Project shall be at the sole discretion and decision of the Client. If the Client decides not to proceed with construction and implementation of a Capital Improvement Project recommended by NSU that is necessary to address or anticipate the obsolescence of portions of the System or comply with existing or anticipated changes to Applicable Law, then that decision may be considered an Uncontrollable Circumstance as defined herein. If the Client implements a Capital Improvement Project, such implementation may be considered or lead to an Uncontrollable Circumstance, as more particularly set forth hereunder.

5.0 COMPENSATION

5.1. Commencing on the Effective Date, the Client will pay the fees set forth in Exhibit B.

5.2. Payment Terms. NSU will invoice the Client on a monthly basis and the Client shall pay NSU for any increase in costs or expenses attributable to (1) a change in the scope of services to be provided by NSU, including any Capital Improvements, as may be agreed to by the Parties ("Change in Scope") and (2) any excise, sales, use, value added tax ("VAT"), gross receipts or other tax that may be imposed on NSU in connection with the performance of its obligations under this Agreement. The increase in costs or expenses shall be added to the Base Monthly Fee effective upon the date of the Change in Scope, and will be included in the Agreement Price. If the Parties are unable to agree upon the amount of the increase in costs and expenses attributable to a Change in Scope, the dispute will be submitted for resolution in accordance with Section 16, hereof.

5.3. Annual Rate Adjustment. NSU's fee for service payable under this agreement shall be subject to an annual upward adjustment of three and one-half percent (3.5%). The first such adjustment shall become effective commencing on the first annual anniversary of the "Effective Date" of this agreement, and subsequent adjustments shall become effective on every successive annual anniversary of the "Effective Date" during the Term.

5.4. NSU will invoice the Client for Additional Services upon completion of the work at the rates set forth in Exhibit D, or such other rate mutually agreed upon by the Client and NSU. If the work spans thirty (30) days or longer, NSU will invoice the Client for the Additional Services on a monthly basis until complete.

5.5. The Client shall be responsible for providing all Excluded Services at its sole cost and expense.

5.6. All invoices submitted by NSU shall be paid by the Client no later than thirty (30) days after the date of the invoice (for each invoice, "Due Date"). If the Client disputes any portion of an invoice in good faith, the Client shall pay the undisputed portion to NSU by the Due Date and shall provide NSU with written notice of the disputed amount and basis therefore by the Due Date. Disputes will be submitted for resolution in accordance with Section 16, hereof. Failure of the Client to provide timely and detailed written notice of any such dispute will act as a waiver of any defense or justification for failing to pay the full amount of the invoice by the Due Date.

5.7. All undisputed portions of an invoice not paid by the Due Date for such invoice shall bear interest at the rate of one and one-half percent (1.5%) per month from the Due Date. Such interest shall be calculated and added to any unpaid amounts on a monthly basis, but shall not be compounded or treated as recomputed principal.

5.8. Notwithstanding any default provision contained hereunder, if the Client fails to pay any undisputed sum to NSU when due, then NSU may, without limiting any other remedies that it may have under this Agreement or Applicable Law, upon five (5) days written notice to the Client, and provided the Client does not remedy such failure within such five (5) day period, immediately suspend performance of its obligations under this Agreement until any and all amounts due to NSU, including interest, are paid in full by the Client.

5.9. If NSU pursues a collection action for unpaid fees, the Client will be liable for all costs in connection with the collection procedures, including reasonable collectors' fees, attorneys' fees and court costs.

6.0 REPRESENTATIONS AND WARRANTIES

6.1. NSU and the Client, each with respect to itself, do hereby represent, warrant, and covenant to the best of their knowledge, information and belief, with such representations, warranties, and covenants being true as of the Effective Date of this Agreement, as follows:

6.1.1. NSU and the Client have the legal authority pursuant to state and local rules, regulations, and statutes to enter into this Agreement; and;

6.1.2. NSU and the Client are authorized to do business and are in good standing under the laws of the state in which they are formed and the state in which the System is located;

6.1.3. The persons signing this Agreement on behalf of NSU and the Client have the power and authority to execute and deliver this Agreement pursuant to the Party's respective by-laws and organizational documents, and the execution, delivery, and performance of this Agreement have been duly authorized and approved by all requisite action;

6.1.4. The execution and delivery of this Agreement and the performance by NSU and the Client of their obligations hereunder (a) does not conflict with or result in a violation of (i) NSU's Articles of Incorporation, by-laws, and other organizational documents and (ii) Client's formation and organizational documents, and any applicable governing statute, law or regulation, including without limitation, those governing the operation of a public body corporate; (b) shall not violate or result in a default, immediately or with the passage of time, under any agreement, contract or instrument to which NSU or the Client is a party or by which it is, or may be, bound; and (c) shall not conflict with or violate any order, writ, judgment, or decree, issued by a governmental agency having jurisdiction, to which NSU or the Client is subject;

6.1.5. No additional approval, authorization, or other action by, or filing with any governmental authority is required in connection with the execution and delivery of this Agreement by NSU or the Client; and;

6.1.6. Each of the provisions, covenants, and obligations contained in this Agreement is enforceable by and against the Parties under Applicable Law.

6.2. Except as noted in Exhibit E, the Client hereby warrants, represents, and covenants as follows:

6.2.1. That the System has been designed and constructed in accordance with all Applicable Law, governmental permits, and all approvals issued therefore;

6.2.2. That the System has the capacity to receive and treat Acceptable Raw Water and deliver Acceptable Finished Water in accordance with Applicable Law, and all governmental statutes, regulations, permits, and approvals required for same;

6.2.3. That the System is in good working order, operating within the parameters required by Applicable Law and its intended use, and is without any known defect or damage;

6.2.4. That there are presently no citations, summons, complaints, penalties, actions, suits, investigations, or other proceedings pending or threatened against the Client in connection with the operation or maintenance of the System, nor are there any judgments, decrees or orders of any court, governmental or administrative agency against the Client that may adversely affect the Client's or NSU's ability to perform its obligations under this Agreement;

6.2.5. That all licenses, permits, certificates, approvals, registrations, and authorizations necessary for NSU's operation of the System as set forth hereunder will be obtained and maintained by the Client and provided by the Client to NSU; and

6.2.6. That, as of the Effective Date of this Agreement, the operation and maintenance of the System is currently in compliance with all licenses, permits, certificates, approvals, registrations, and authorizations necessary for the operation of the System, as well as all provisions of Applicable Law.

7.0 PERMITS, APPROVALS AND CERTIFICATIONS

7.1. Application for the renewal, modification, and payment of charges and fees in connection with any governmental permit, approval, or certification for the System required by Applicable Law are the sole responsibility of the Client. Any such governmental permits, approvals, or certifications are to be held in the Client's name.

8.0 SAFETY

8.1. During the term of this Agreement, should NSU become aware of any unsafe conditions or safety violations at the System arising from the construction or condition of the System, NSU will notify the Client of such condition within a reasonable time after such discovery. Thereafter, the Client shall determine the actions needed to correct such conditions and proceed diligently, at the Client's sole cost and expense, to implement such corrective measures. The Client will notify NSU in writing of the steps the Client shall take to correct these conditions and the proposed time for implementing them. Should NSU disagree with the steps or the proposed time to implement the corrective measures, NSU will notify the Client of such disagreement and the reasons therefore, whereupon the Parties will negotiate to arrive at a mutually agreeable program for safety upgrades and a schedule therefore. Failing such agreement, either Party shall have the right to terminate the Agreement upon thirty (30) days written notice to the other Party.

9.0 UNCONTROLLABLE CIRCUMSTANCES

9.1. If an Uncontrollable Circumstance occurs to which both parties agree, NSU shall be entitled to: (1) relief from its performance obligations under this Agreement to the extent that the occurrence of the Uncontrollable Circumstance prevents NSU's performance of such obligations; (2) an extension of time to perform its obligations under this Agreement to the extent that the occurrence of the Uncontrollable Circumstance prevents NSU's ability to perform such obligations in the time specified in this Agreement; and (3) an increase in the Agreement Price or other fee to be paid under this Agreement to the extent that the occurrence of the Uncontrollable Circumstance increases NSU's costs of performance of its obligations under this Agreement. The occurrence of an Uncontrollable Circumstance shall not, however, excuse or delay the Client's obligation to pay monies previously accrued and owing to NSU under this Agreement, or for NSU to perform any obligation under this Agreement not affected by the occurrence of the Uncontrollable Circumstance. The Client shall continue to pay the Agreement Price to NSU during the continuance of any Uncontrollable Circumstance.

9.2. If an Uncontrollable Circumstance occurs, NSU shall notify the Client by telephone or electronic mail after NSU first learns of the occurrence thereof. Within fifteen (15) days of NSU learning of the Uncontrollable Circumstance, NSU shall provide the Client with a written description of the Uncontrollable Circumstance, the cause thereof (to the extent known), the date the Uncontrollable Circumstance began, its expected duration and an estimate of the specific relief requested or to be requested by NSU.

9.3. NSU shall use commercially reasonable efforts to reduce costs resulting from the occurrence of the Uncontrollable Circumstance, fulfill its performance obligations under the Agreement, and otherwise mitigate the adverse effects of the Uncontrollable Circumstance. While the Uncontrollable Circumstance continues, NSU shall give the Client a monthly update of the information previously submitted. NSU shall also provide written notice to the Client of the cessation of the Uncontrollable Circumstance.

10.0 DEFAULT

10.1. The following shall constitute an "Event of Default" hereunder:

10.1.1. The failure of the Client to make any undisputed payment by the Due Date; and

10.1.2. The failure of either Party to perform any material term, covenant, or condition of this Agreement ("Defaulting Party") and the default continues for more than thirty (30) days following the other Party ("Non-Defaulting Party") giving notice of such default to the Defaulting Party; provided, however, that if the default cannot reasonably be cured within such thirty (30) day period and the Defaulting Party has attempted to cure the default within such thirty (30) day period and thereafter continues to diligently attempt to cure the default, then the cure period provided for herein shall extend up to, but in no case more than sixty (60) days.

10.1.3. If an Event of Default occurs, the Non-Defaulting Party may terminate this Agreement upon written notice to the Defaulting Party. The Non-Defaulting Party may enforce any and all rights and remedies it may have against the Defaulting Party under Applicable Law.

11.0 PERMITTING REQUIREMENTS, FINES AND PENALTIES

11.1. NSU shall be responsible for all fines and penalties relating to and arising from failure of NSU to operate the System in accordance with its obligations hereunder, but only to the extent of and in proportion to the degree of fault, failure or negligence of NSU. The Client shall be responsible for all other fines and penalties relating to and arising from the System, including, without limitation, the Client's failure to fulfill its obligations hereunder.

11.2. NSU will not be responsible for fines, claims, or penalties resulting from violations or a failure to meet the finished water quality requirements of the Client's Permit for any period(s) and subsequent recovery period(s) in which:

11.2.1. The influent wastewater is inconsistent with system design;

11.2.2. The System is inoperable or can operate only at a reduced capacity due to construction activities, fire, flood, adverse weather conditions, labor disputes, or other causes beyond NSU's control;

11.2.3. Discharges into the Client's System violate any local, state, or federal rules and regulations;

11.2.4. The Client fails to make necessary Capital Improvements, other improvements that are needed to meet permit requirements, or equipment repair or replacement, or delays authorizations for items needed to meet permit requirements.

11.3. If a fine or penalty is assessed against NSU or the Client with regard to the System, the Party receiving such fine or penalty ("Notifying Party") shall promptly notify the other Party ("Receiving Party") in writing of such fine and penalty and include a copy of any documents received. Such notice shall also contain a statement of the Notifying Party's position as to which party or parties bear responsibility for the fine or penalty. The Notifying Party's notice shall include assumption of all or partial responsibility of such fine or penalty, if applicable, or its rejection of any responsibility. If the notice asserts that the Receiving Party is either wholly or partially responsible, then, within five (5) business days of receipt of such notice, the Receiving Party shall either assume all responsibility if that Party is wholly responsible, or assume partial responsibility for its portion of such fine or penalty, or reject such assertion in writing. If both Parties are partially responsible for the fine or penalty, then they shall apportion the costs of the fine or penalty in proportion to the percentage of their respective responsibility. If either Party denies responsibility or the Parties are unable to come to an agreement as to the allocation of responsibility, the Parties shall attempt to resolve the dispute amicably, failing which the Parties shall submit the matter to dispute resolution in accordance with Section 16.

11.4. As to any fine or penalty for which the Client or NSU assumes responsibility, the Party or Parties assuming responsibility shall be entitled to request and pursue an appeal or administrative hearing to review the fine or penalty at the sole cost and expense of the responsible Party or Parties; provided, however, that the Parties shall cooperate in providing access to documents and information, and execution of any consents or authorizations reasonably required. Any testimony, investigations, reports, representation, and advisory services provided by NSU are not included in the Basic Services or Additional Services, and will be provided at an additional cost to the Client, in accordance with NSU's per diem rates then in effect, unless it is ultimately determined that NSU is responsible for the fine or penalty.

11.5. As to any fine or penalty for which responsibility is disputed, either the Client or NSU, or jointly, may request and pursue an appeal or administrative hearing to review the fine or penalty without prejudice to the allocation of ultimate responsibility between them, which would be submitted for resolution in accordance with Section 16.

11.6. The Client and NSU shall cooperate in assertion of any appropriate affirmative defenses to any alleged permit violation prior to assessment of a fine or penalty. NSU will prepare and submit the documentation to assert an affirmative defense. Any testimony, investigations, reports, representation, and advisory services provided by NSU in asserting appropriate affirmative defenses are not included in the Basic Services or Additional Services, and will be provided at an additional cost to the Client, in accordance with NSU's per diem rates then in effect, unless it is ultimately determined that NSU is responsible for the fine or penalty.

12.0 INDEMNIFICATION

12.1. NSU shall indemnify and hold the Client, its employees, officers, directors, agents, consultants, contractors, and representatives harmless from and against all liability, including attorneys' fees and costs, for all damages of any nature whatsoever, including employee related injury or illness, any bodily injury or personal damage claim and any damage to or loss of use or loss of any personal or real property, which is caused by or directly attributable to the fault, failure, error, omission, negligent, or wrongful act of NSU, its employees, officers, directors, agents, consultants, subcontractors, and representatives for which it may be responsible in the performance or purported performance of its obligations under this Agreement, but only to the extent of and in proportion to the degree of fault, failure, error, omission, negligent, or wrongful act of NSU, its employees, officers, directors, agents, consultants, subcontractors, and representatives.

12.2. The Client shall indemnify and hold NSU, its employees, officers, directors, agents, consultants, contractors, subcontractors, and representatives harmless from and against all liability, including attorneys' fees and costs, for all damages of any nature whatsoever, including employee related injury or illness, any bodily injury or personal damage claim and any damage to or loss of use or loss of any personal or real property, which is caused by or directly attributable to the fault, failure, error, omission, negligent, or wrongful act of the Client, its employees, officers, directors, agents, consultants, contractors, subcontractors, and representatives for which it may be responsible in the performance or purported performance of its obligations under this Agreement, but only to the extent of and in proportion to the degree of fault, failure, error, omission, negligent, or wrongful act of the Client, its employees, officers, directors, agents, consultants, contractors, subcontractors, and representatives.

12.3. NSU shall not be responsible or liable for any casualty loss to the System unless the casualty loss is due to NSU's or its employees', officers', directors', agents', consultants', subcontractors' and representatives' fault, failure, or negligence, but only to the extent of and in proportion to the degree of fault, failure, error, omission, negligent, or wrongful act of NSU, its employees, officers, directors, agents, consultants, subcontractors, and representatives.

13.0 LIMITATION OF LIABILITY

13.1. Notwithstanding any other term in the Agreement, in no event shall NSU's total liability to the Client and any of the Client's officers, directors, employees, agents, contractors, or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Agreement from any cause or causes, including, but not limited to, NSU's wrongful act, omission, negligence, errors, strict liability, breach of contract, breach of warranty, express or implied, exceed an amount equal to \$350,000

14.0 CONSEQUENTIAL DAMAGES

14.1. In no event shall the Parties be liable to each other, and each Party specifically waives as against the other, any and all claims for consequential, incidental, indirect, special, or punitive damages resulting in any way from performance or non-performance of this Agreement, whether such damages are characterized as arising under breach of contract or warranty, tort (including negligence), fault, strict liability, indemnity, or any other theory of legal liability.

15.0 INSURANCE

15.1. NSU will provide Workers Compensation Insurance and Employers' Liability Insurance in the amount of \$1,000,000 for each accident, \$1,000,000 for each employee, with a policy limit of \$1,000,000 for its employees at the statutory limit for the state in which the System is located.

15.2. NSU and its subcontractors will procure and maintain, in full force and effect during the term of this Agreement, Commercial General Liability Insurance with limits of liability of \$2,000,000 each occurrence and in the aggregate, along with an excess liability umbrella policy with limits of liability of \$4,000,000 each occurrence and in the aggregate, protecting NSU and its

subcontractors from liability resulting from bodily injury, death and property damage arising out of the acts of NSU or its subcontractors. Such acquired insurance shall extend to liability risks relating to this Agreement.

15.3. In addition, NSU will procure and maintain, in full force and effect during the term of this Agreement, Automobile Liability Insurance with a combined single limit in the amount of \$1,000,000 each occurrence.

15.4. NSU shall not be required to carry, and will not carry, any property insurance covering the System and such property insurance shall be the responsibility of the Client at its expense.

16.0 DISPUTE RESOLUTION

16.1. If a dispute between the Parties arises out of, or relates to this Agreement, which does not involve claims made by or asserted against third parties, and if the dispute cannot be settled through negotiation, the Parties will try to resolve the dispute by non-binding mediation, through a mutually agreed upon dispute resolution agency.

16.2. If a dispute as contemplated by Section 16.1 cannot be resolved through non-binding mediation, the Parties will submit the dispute to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction in the state in which the System is located.

17.0 GENERAL PROVISIONS

17.1. Ownership of Records. All regulatory records relating to the System are the property of the Client; however, NSU shall be entitled to copies of such records and reasonable use thereof. NSU shall retain ownership of its own business records and the Client shall have no right to view or obtain copies of such business records.

17.2. Governing Law. This Agreement and its interpretation shall be governed by the laws of the state in which the System is located.

17.3. Entire Agreement. No oral agreement or conversation with any officer, agent, or employee of the Client or NSU, either before or after the Effective Date of this Agreement, shall affect or modify any of its terms or obligations herein contained. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all previous or contemporaneous communications, representations or agreements. The terms and conditions of this Agreement may be amended by and between NSU and the Client; however, no changes, alterations, or modifications to this Agreement shall be effective unless in writing and signed by both Parties hereto. Any changes, alterations, or modifications to this Agreement, including agreed upon interpretation of meaning and other mutually agreed upon conditions provided for in this Agreement, shall be covered by a written amendment signed by both Parties.

17.4. Successors and Assigns. The terms of this Agreement shall be binding upon the successors, assigns, and legal representatives in privity of contract with NSU or the Client.

17.5. Assignment. NSU may assign this Agreement with the prior written consent of the Client, which consent shall not be unreasonably withheld by the Client; provided, however, that NSU shall not require the consent of the Client if assignment of this Agreement is to an affiliate, subsidiary, or related entity of NSU. The Client may assign this Agreement with the prior written consent of NSU or its assignee, which consent shall not be unreasonably withheld by NSU.

17.6. Waiver. The failure on the part of either Party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provision in the future.

17.7. Conflicts. To the extent there are any conflicts, inconsistencies or discrepancies between the terms and conditions contained in the main body of this Agreement and any attached Exhibits and Schedules attached hereto, the terms and conditions of the main body of this Agreement shall govern.

17.8. Recitals. The Recitals set forth above are hereby incorporated into and made part of this Agreement.

17.9. Hiring of NSU Employees. As further consideration for this Agreement, Client agrees that it shall not, during the term of this Agreement or for a period of two (2) years following its termination for any reason, retain the services or hire for its own employment any of the employees of NSU who performed services at any time in carrying out the terms of this Agreement,

unless Client obtains NSU's prior written consent, which shall be given at NSU's sole discretion, and upon terms and conditions acceptable to NSU. Should Client choose to retain the services of or hire employees of NSU, Client agrees to pay NSU monthly payments of five thousand dollars (\$5,000) or thirty percent (30%) of the monthly gross paid to employee for twelve months, whichever is greater.

17.10. Notices. All notices or other communications required or permitted hereunder shall be given in writing and delivered personally or mailed, by certified or registered mail, postage prepaid and return receipt requested, or by a nationally recognized priority delivery service, such as Federal Express, and addressed to the Party or Parties at the following address:

To Client: Jena Goodman
Crockett Community Services District
PO Box 578
Crockett, CA. 94525

To NSU: Jim Huntington
Vice President Operations
Natural Systems Utilities
1070 Horizon Dr Suite A
Fairfield, CA. 94533

Addresses may be changed or supplemented by written notice given as above provided. Any such notice sent by mail shall be deemed to have been received by the addressee on the third (3rd) business day after posting in the United States mail, or if by a priority service, on the first (1st) business day after transmittal, or, if delivered personally, on the date of such delivery.

IN WITNESS WHEREOF the Client and NSU have hereto executed this Agreement under their respective corporate seals, and by the hands of their proper officers duly authorized as of the day and year first above written.

Crockett Community Services District

Signature: *Jena Goodman*

Name: Jena Goodman

Title: Interim General Manager

Natural Systems Utilities NSU-CA

Signature: _____

Name: Jim Huntington

Title: Vice President

EXHIBIT A – SCOPE OF SERVICES

ROUTINE SERVICES

- Provide CPO for Port Costa WWTP and appropriate level licensed operators and back up operators available at all times.
- Make routine site visits to the System, as required by the respective Permit and O&M agreement, and perform the following:

Port Costa WWTP Task 1

- Maintain the System in a neat and orderly condition. Remove trash and coordinate with client to remove larger items if needed.
- Perform water quality sampling to comply with the respective Permits. This includes sampling per NPDES permit, semi-annual and annual nutrient sampling, and onsite 3x/week sampling for pH and chlorine residual. Transport samples to lab or coordinate with lab courier. Owner is responsible for fees associated either by separate contract or billed cost plus per NSU published rates
- Record flow 3x/week.
- Coordinate the removal excess bio-solids (sludge) from the facility. NSU will notify client or hauling service for pump outs. Owner is responsible for fees associated either by separate contract or billed cost plus per NSU published rates
- Coordinate with vendor to have lower line jetted monthly for grease removal. Owner is responsible for fees associated either by separate contract or billed cost plus per NSU published rates
- Coordinate annual generator maintenance with vendor. Owner is responsible for fees associated either by separate contract or billed cost plus per NSU published rates
- Perform monthly scum and sludge readings from all compartments of septic tank. Record logs electronically.
- Record chemical levels 3x/week and coordinate refills of chemical storage tanks. Owner is responsible for fees associated either by separate contract or billed cost plus per NSU published rates
- Adjust chemical pumps as needed to achieve target dose rates. Batch smaller feed tank as needed.
- Check HMI onsite for alarm conditions or abnormal ranges.
- Inspect wet well for level and normal conditions.
- Inspect siphon/overflow tank for normal conditions.
- Inspect recirculation pumps, recirc system, and dosing structure for normal conditions.
- Inspect sand filters.
- Inspect effluent compartment.
- Conduct monthly safety inspections of the System and maintain records for review.

- Update O&M manual as required. NSU will assist client with updating O&M to current on T&M basis initially, then routine updates will be covered in scope.
- Provide all consumables required for operations of the System (e.g, paper towels, nitrile gloves, hand soap, etc.).
- Other than emergencies that present a risk to health, safety, or the environment, NSU will submit a work authorization for approval before any repairs are performed.
- Perform routine weeding inside sand filters. Weeding outside sand filters will be done on T&M basis.
- Record all readings and logs electronically
- Complete data sheets and monthly SMR upload for client to review and certify.
- NSU will be onsite for all regulatory inspections maximum of two per year included in base fee
- Test alarm dialer monthly.
- Maintain a preventive maintenance schedule and logs electronically.
- Provide 24/7 alarm coverage for the System (alarm responses will be billed at current rates)
- Provide monthly update report to client with updates on equipment needs, plant operations, plants needs, open work orders, etc.

Crockett Loring at Vallejo Pump Station and Main Pump Station Task 2

- Weekly inspection of small pump station for routine observations.
- Monthly amp readings of pumps at small pump station.
- 3x/week inspection of main pump station.
- Monitor dumpster levels and swap out dumpsters as needed. Coordinate dumpster pick up with client. Client holds contract with vendor.
- Inspect grit separator for normal conditions.
- Inspect bubbler system and record lift station levels.
- Spray down and blast scum in recirc/grit chambers.
- Spray down grit separator.
- Inspect grinder pumps for normal operation.
- Flush potable line monthly.
- Inspect grit pumps for normal operation.
- Inspect effluent transfer pumps for normal operation.
- Coordinate annual generator maintenance with vendor. Owner is responsible for fees associated either by separate contract or billed cost plus per NSU published rates
- Assist client with coordination of repairs and vendors being onsite.
- Provide 24/7 alarm coverage for the System (alarm responses will be billed at current rates)
- Provide monthly update report to client with updates on equipment needs and operation.
- Prior to rainy season inspect 2 million gallon EQ tank area for problems.

- Coordinate with client for increased coverage needs during storms and rainy season. Additional coverage will be invoiced at NSU current published rates.
- Assist client with developing preventive maintenance schedule. Once developed NSU can be available for routine visits on T&M or contract amendment.

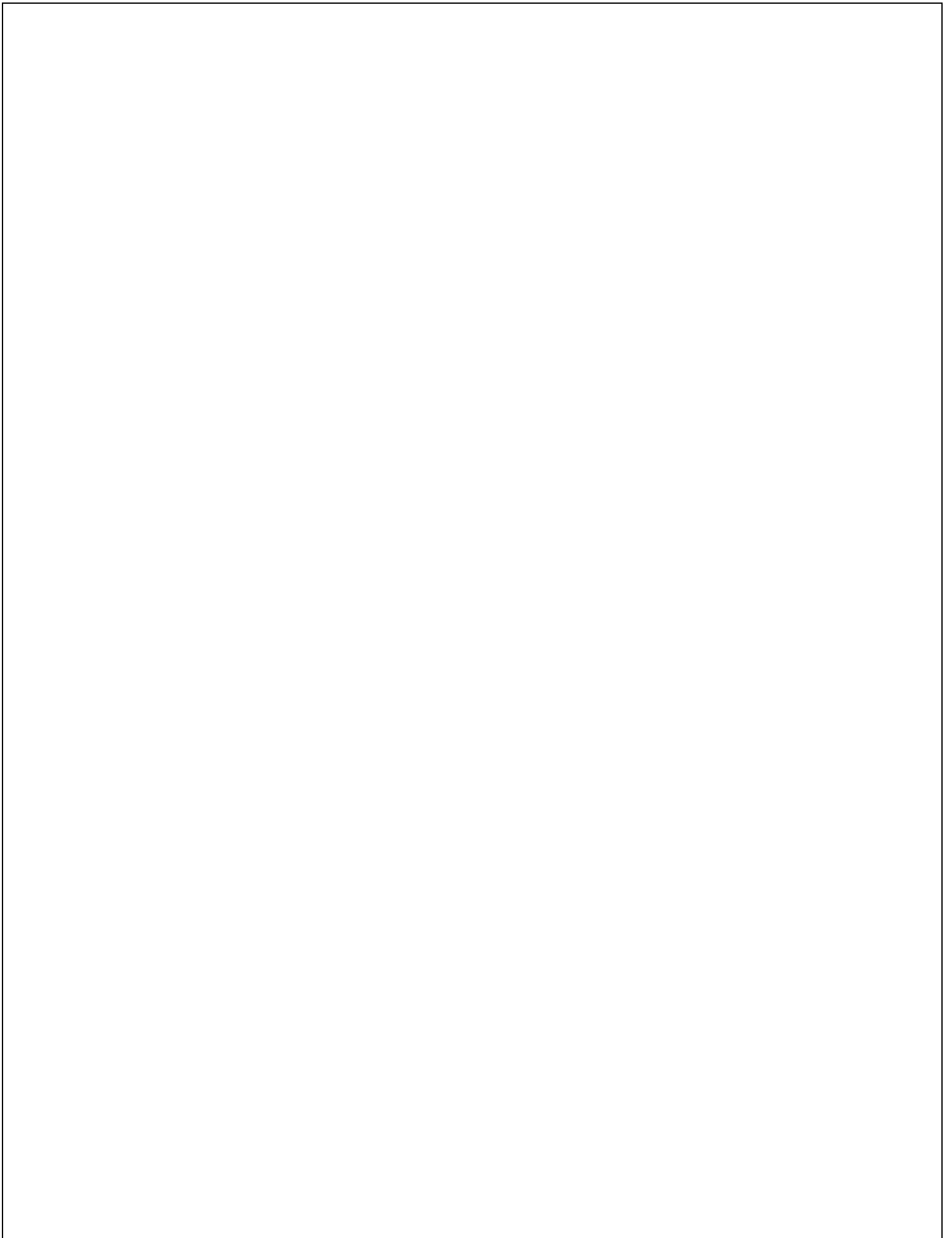


EXHIBIT B – COMPENSATION

	ROUTINE SERVICES TASK A	\$6495.00/Month
	ROUTINE SERVICES TASK B	\$2570.00/Month

EXHIBIT C- SYSTEM DESCRIPTION

EXHIBIT D – STANDARD BILLING RATES 2024

		2024 Rates	
Engineering	2024 Rates	Operations	2024 Rates
Chief Technical Officer (095)	\$328.00	Operations Officer (500)	\$268.00
Principal (100)	\$305.00	Operations Director (501)	\$210.00
Principal Engineer (102)	\$235.00	Field Services Manager (503)	\$175.00
Senior Managing Engineer (105)	\$218.00	Operations Managing Engineer (504)	\$178.00
Project Director (106)	\$218.00	Site Services Supervisor- 506	\$140.00
Managing Engineer I (110)	\$202.00	Operations Manager (510)	\$193.00
Managing Engineer II (112)	\$187.00	Compliance Coordinator (515)	\$107.00
Project Manager (TBD)	\$186.00	OPSLead Oper (518)	\$134.00
Senior Project Engineer I (115)	\$175.00	Operations Supervisor (520)	\$153.00
Senior Project Engineer II (116)	\$165.00	Operations Coordinator (521)	\$98.00
Associate Project Manager (118)	\$154.00	Regional Operations Supervisor (522)	\$168.00
Sr. Designer (207)	\$154.00	Operations Lead Operator (523)	\$141.00
Project Engineer I (120)	\$149.00	W/WWTP Operator 5 (524)	\$114.00
Project Engineer II (125)	\$138.00	W/WWTP Operator 4 (525)	\$129.00
Designer/CAD Tech I (210)	\$133.00	W/WWTP Operator 3 (526)	\$121.00
Designer/CAD Tech II (212)	\$122.00	W/WWTP Operator 2 (527)	\$114.00
Engineering Intern I (460)	\$122.00	W/WWTP Operator 1 (528)	\$101.00
Engineering Intern II (465)	\$106.00	Field Service Technician I (550)	\$130.00
Technical Assistant (200)	\$101.00	Field Services Lead Mechanical Tech (551)	\$145.00
Construction / Site Services	2024 Rates	Field Svcs Lead PLC& Controls Tech (552)	\$145.00
Construction Manager (400)	\$225.00	Field Service Technician II (555)	\$120.00
Construction Supervisor (405)	\$162.00	Field Service Technician III (556)	\$109.00
Construction Foreman (410)	\$140.00	Field Service PLC & Control Tech (557)	\$140.00
Construction Laborer (415)	\$105.00	Field Services Lead Fabricator (558)	\$141.00
Construction Coordinator (420)	\$110.00	Field Services Fabricator I (559)	\$124.00
Chief Inspector (PE/CM) (450)	\$176.00	Field Services Fabricator II (560)	\$110.00
Inspector (455)	\$122.00	Field Services Laborer (565)	\$92.00
Administration	2024 Rates	Fld Svc Crew Two Man Trk & Tools (578)	\$335.00
Administrative Intern (645)	\$80.00	Environmental Science	2024 Rates
Administrative Assistant (652)	\$95.00	Environmental Scientist (900)	\$98.00
		Environmental Scientist (901)	\$117.00
		Environmental Scientist (902)	\$122.00
		Environmental Scientist (903)	\$129.00
		Environmental Project Manager(910)	\$135.00
		Project Leader(915)	\$159.00
		Licensed Site Professional /LSP(920)	\$217.00
Other Services			
Court appearances, depositions, or professional testimony before Government authorities	Case By Case	Materials billed at cost plus 20%	
Confined Space Entry - 2 person minimum with safety equipment.	\$400/hr	Emergency Hours - any hours worked not considered regular hours 1.5 X Hourly Rate	

EXHIBIT E – OWNER DISCLOSURES

The Client acknowledges and agrees that it has not disclosed any non-compliant conditions existing at the System to NSU, nor is the Client aware of any non-compliant conditions existing at the System as of the Effective Date of this Agreement.