AGENDA

REMOTE MEETING NOTICE

This meeting will be accessible by remote video conferencing. Please be advised that while the District will endeavor to ensure these remote participation methods are available, the District does not guarantee that they will be technically feasible or work all the time. Further, the District reserves the right to terminate these remote participation methods (Subject to Brown Act Restrictions) at any time and for whatever reason. The public may observe and participate in this meeting remotely via Zoom as set forth below.

INSTRUCTIONS FOR USING ZOOM

- Join the meeting using the link below.
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TO SPEAK DURING PUBLIC COMMENT USING ZOOM

- The Board President will announce when it is time for Public Comment.
- Click on the Raise Hand icon if you would like to speak during Public Comment.
- Your name will be called on when it's your turn to speak.
- When your name is called, you will be prompted to unmute yourself.
- You will have three (3) minutes to speak. When your time is up, you will be muted.

TO SPEAK ON AN ITEM USING ZOOM

- The Board President will call the item and staff will begin the staff report.
- Click on the Raise Hand icon if you would like to speak on the item.
- Your name will be called on when it's your turn to speak.
- When your name is called, you will be prompted to unmute yourself.
- You will have three (3) minutes to speak. When your time is up, you will be muted.
- You will repeat this process for each item you want to speak on.

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Passcode: 763094

Please attend in person or by submitting your comment via email to:
RMangus@GoletaSanitary.Org

A G E N D A
REGULAR MEETING OF THE GOVERNING BOARD
OF THE GOLETA SANITARY DISTRICT
A PUBLIC AGENCY

One William Moffett Place
Goleta, California 93117

December 1, 2025

CALL TO ORDER: 6:30 p.m.

ROLL CALL OF MEMBERS

BOARD MEMBERS: Steven T. Majoewsky
Dean Nevins
Jonathan Frye
Edward Fuller
Joseph Glancy

CONSIDERATION OF THE MINUTES OF THE BOARD MEETING

The Board will consider approval of the Minutes of the Regular Meeting of November 17, 2025.

PUBLIC COMMENTS - Members of the public may address the Board on items within the jurisdiction of the Board. Under provisions of the Brown Act, the Board is prohibited from taking action on items not listed on the agenda. Please limit your remarks to three (3) minutes and if you wish, state your name and address for the record.

POSTING OF AGENDA – The agenda notice for this meeting was posted at the main gate of the Goleta Sanitary District and on the District's web site 72 hours in advance of the meeting.

BUSINESS:

1. PUBLIC HEARING TO CONSIDER ADOPTING A MITIGATED NEGATIVE DECLARATION AND A MITIGATION MONITORING & REPORTING PROGRAM FOR THE SOLIDS HANDLING IMPROVEMENT PROJECT PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND APPROVING THE PROJECT
   (Board may take action on this item.)

2. CONSIDERATION OF PURCHASE AGREEMENTS FOR THE PROCUREMENT OF SOLAR PANEL EQUIPMENT AND BATTERY ENERGY STORAGE SYSTEM EQUIPMENT FOR THE ENERGY STORAGE PROJECT
   (Board may take action on this item.)

3. CONSIDERATION OF A FOURTH CONTRACT AMENDMENT FOR ENGINEERING SERVICES DURING CONSTRUCTION BY HAZEN AND SAWYER FOR THE BIOSOLIDS AND ENERGY STRATEGIC PLAN PHASE 1 CONSTRUCTION PROJECT
(Board may take action on this item.)

4. GENERAL MANAGER'S REPORT

5. LEGAL COUNSEL'S REPORT

6. COMMITTEE/DIRECTOR'S REPORTS AND APPROVAL/RATIFICATION OF DIRECTOR'S ACTIVITIES

7. PRESIDENT'S REPORT

8. ITEMS FOR FUTURE MEETINGS

9. CORRESPONDENCE
(The Board will consider correspondence received by and sent by the District since the last Board Meeting.)

10. APPROVAL OF BOARD COMPENSATION AND EXPENSES AND RATIFICATION OF CLAIMS PAID BY THE DISTRICT
(The Board will be asked to ratify claims.)

ADJOURNMENT

Persons with a disability who require any disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the meeting are asked to contact the District's Finance Director at least 3 hours prior to the meeting by telephone at (805) 967-4519 or by email at info@goletasanitary.org.

Any public records which are distributed less than 72 hours prior to this meeting to all, or a majority of all, of the District's Board members in connection with any agenda item (other than closed sessions) will be available for public inspection at the time of such distribution at the District's office located at One William Moffett Place, Goleta, California 93117.

MINUTES

MINUTES
REGULAR MEETING OF THE GOVERNING BOARD
GOLETA SANITARY DISTRICT
A PUBLIC AGENCY
DISTRICT OFFICE CONFERENCE ROOM
ONE WILLIAM MOFFETT PLACE
GOLETA, CALIFORNIA 93117

November 17, 2025

CALL TO ORDER:	President Pro Tem Nevins called the meeting to order at 6:30 p.m.
BOARD MEMBERS PRESENT:	Dean Nevins, Jonathan Frye, Edward Fuller (arrived 6:33 p.m.), Joseph Glancy
BOARD MEMBERS ABSENT:	Steven T. Majoewsky
STAFF MEMBERS PRESENT:	Steve Wagner, General Manager/District Engineer, Rob Mangus, Finance Director/Board Secretary, Guisel Razo, Interim Finance Manager (via Zoom), and Jeff Ferre, General Counsel (via Zoom)
OTHERS PRESENT:	David Linville, Director, Goleta Water District (via Zoom) Tom Evans, Director, Goleta Water District (via Zoom) Bob Thomas, Director, Goleta West Sanitary District
APPROVAL OF MINUTES:	Director Frye made a motion, seconded by Director Glancy, to approve the minutes of the Regular Board meeting of 11/03/2025. The motion carried by the following vote:

(25/11/2064)

AYES:	3	Nevins, Frye, Glancy
NOES:		None
ABSENT:	1	Majoewsky, Fuller
ABSTAIN:		None

POSTING OF AGENDA:	The agenda notice for this meeting was posted at the main gate of the Goleta Sanitary District and on the District's website 72 hours in advance of the meeting.
PUBLIC COMMENTS:	None

BUSINESS:

1. <u>REVIEW OF FISCAL YEAR 2025-26 FIRST QUARTER BUDGET TO ACTUAL REPORT</u>
   Mr. Wagner and Mr. Mangus gave the staff report on this review item. No Board action was taken.

2. <u>CONSIDERATION OF SANTA BARBARA LOCAL AREA FORMATION COMMISSION'S MUNICIPAL SERVICE REVIEW PROCESS FOR THE GOLETA SANITARY DISTRICT</u>
   Mr. Wagner gave the staff report on presentation item, no Board action was taken.

3. <u>STATUS REPORT ON SUCCESSION PLANNING EFFORTS</u>
   Mr. Wagner gave the staff report on this status report item, no Board action was taken.

4. <u>GENERAL MANAGER'S REPORT</u>
   Mr. Wagner gave the report.

5. <u>LEGAL COUNSEL'S REPORT</u>
   Mr. Ferre reported on SB 852 recently signed by the Governor that is effective 01/01/26 modifying the Conflict of Interest, Form 700 filings, now directly to the FPPC.

6. <u>COMMITTEE/DIRECTORS' REPORTS AND APPROVAL/RATIFICATION OF DIRECTORS' ACTIVITIES</u>

   Director Fuller – No report.

   Director Frye – No report.

   Director Glancy – No report.

7. <u>PRESIDENT'S REPORT</u>
   President Pro Tem Nevins – Reported on the Goleta West Sanitary District meeting he attended.

8. <u>ITEMS FOR FUTURE MEETINGS</u>
   No Board action was taken to return with an item.

9. <u>CORRESPONDENCE</u>
   The Board reviewed and discussed the list of correspondence to and from the District in the agenda.

10. <u>APPROVAL OF BOARD COMPENSATION AND EXPENSES AND RATIFICATION OF CLAIMS PAID BY THE DISTRICT</u>

Director Fuller made a motion, seconded by Director Glancy, to ratify and approve the claims, for the period 11/04/2025 to 11/17/2025 as follows:

Running Expense Fund #4640	$	608,607.68
Capital Reserve Fund #4650	$	185,489.63
Retiree Health Insurance Sinking Fund #4660	$	20,297.18

The motion carried by the following vote:

(25/11/2065)

AYES:	4	Majoewsky, Nevins, Frye, Fuller, Glancy
NOES:		None
ABSENT:	1	Majoewsky
ABSTAIN:		None

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:46 p.m.

ATTEST

Steven T. Majoewsky	Robert O. Mangus, Jr.
Governing Board President	Governing Board Secretary

AGENDA ITEM #1

AGENDA ITEM: 1

MEETING DATE: December 1, 2025

I. NATURE OF ITEM

Public Hearing to Consider Adopting a Mitigated Negative Declaration and a Mitigation Monitoring & Reporting Program for the Solids Handling Improvement Project pursuant to the California Environmental Quality Act and Approving the Project

II. BACKGROUND INFORMATION

The District owns and operates the Goleta Sanitary District Water Resource Recovery Facility ("WRRF") located in an unincorporated coastal area of Santa Barbara County, which treats an annual average flow of approximately 4.9 million gallons of wastewater per day. A condition assessment conducted in 2016 indicated that some of the unit processes at WRRF are nearing the end of their service life and would need rehabilitation and replacement.

In August 2019, the District adopted a Biosolids and Energy Strategic Plan (BESP). The main objective of the BESP was to provide a biosolids and energy roadmap and strategy for the District to reach energy sufficiency by reassessing their biosolids management practices in combination with the implementation of various energy production approaches to reduce overall operating costs. The BESP envisioned three separate improvement projects to be completed over the following 10-year period based on certain market and regulatory drivers. Construction of the BESP Phase 1 project, which consists of a new anaerobic digester and biogas-fueled cogeneration system, is nearing completion.

In March 2023, the District hired Hazen and Sawyer Inc. (Hazen) for engineering, design, and environmental services related to the second identified project, the Solids Handling Improvement Project (SHIP). The scope of the SHIP includes the following:

- A thermal dryer, which will heat dewatered sludge to transform it into Class A biosolids;
- A thermal heater system, which will use natural gas to provide heat to operate the thermal dryer, with the option to convert to using biogas produced by the digesters in the future, when gas production increases;
- Loadout facilities, intended to load Class A biosolids into trucks for removal from the site; and
- A fire pump for a fire suppression system at the new buildings in case of emergency outage.

In accordance with the District's environmental review guidelines, a preliminary environmental review and assessment of the SHIP was completed by staff. The assessment confirmed that the proposed project is subject to the California Environmental Quality Act (CEQA) and that a Mitigated Negative Declaration (MND) should be prepared.

The MND has been prepared in accordance with the CEQA provisions as set forth in the California Public Resources Code (PRC) Sections 21000 to 21174. The MND provides for mitigation measures to ensure that the potential environmental impacts of the proposed SHIP will be mitigated to a level of less than significant, and these mitigation measures are set forth in both the MND and in a Mitigation Monitoring and Reporting Program ("MMRP") that has been prepared for the proposed Project.

Publication of the MND via a posting of a Notice of Intent to Adopt a MND document (NOI) in the Santa Barbara Independent began the 30-day public comment period, which ran from October 10, 2025, through November 10, 2025. Publication of the MND by the State Clearinghouse began the 30-day State review period, which ran from October 17, 2025, through November 17, 2025. In order to capture all potential comments, the public hearing was rescheduled from its original date of November 17, 2025, to December 1, 2025.

One comment letter on the draft MND was received during the comment period from the Santa Barbara County Air Pollution Control District (APCD), which contained four comments, as described and responded to below. The comment letter from the APCD is attached to this report for reference.

Additionally, the County of Santa Barbara Planning and Development Department (SB County P&D) reviewed the Coastal Development Permit/ Conditional Use Permit (CDP/CUP) application submitted on October 3, 2025, and requested additional information for analysis of the proposed Project, as well as requested review by other County agencies. Since SB County P&D's comments were issued through the CDP/CUP process and not the CEQA MND review process, those comments are being addressed in detail in a separate letter to SB County P&D. However, because some of the comments pertained to the MND, the MND was updated accordingly.

The letters received from APCD and SB County P&D are attached to this report for reference. A summary of comments and the associated revisions to the draft MND is provided in the attached Response to Comments letter. The draft MND has been revised in response to the comments received.

Due to its size, a copy of the final MND is available on the District's website at the following link: https://goletasanitary.org/component/content/article/200-mitigated-negative-declaration-for-solids-handling-improvement-project?catid=2. A hard-copy of the final MND is also available for review at the District's main office, located at One William Moffett Place, Goleta, California 93117.

III. COMMENTS AND RECOMMENDATIONS

Sara Head of Yorke Engineering has coordinated the environmental review and permitting of the SHIP. She will attend the meeting to provide an overview of the proposed project along with the proposed mitigation measures included in the MND.

Staff recommends the Board hold the public hearing regarding the draft MND to consider public comments on the project.

After the close of the public hearing, staff recommends that the Board adopt the attached resolution adopting the final MND, its Mitigation Monitoring and Reporting Program, and approving the Solids Handling Improvement Project.

IV. REFERENCE MATERIALS

Draft Mitigated Negative Declaration for the Solids Handling Improvement Project (Available on District Website at: https://goletasanitary.org/component/content/article/200-mitigated-negative-declaration-for-solids-handling-improvement-project?catid=2)

Final Mitigated Negative Declaration for the Solids Handling Improvement Project (Available on District Website at: https://goletasanitary.org/component/content/article/200-mitigated-negative-declaration-for-solids-handling-improvement-project?catid=2)

Resolution No. 25-727

Response to Comments Letter, dated November 26, 2025

Santa Barbara County Air Pollution Control District Comments on the Draft Mitigated Negative Declaration for the Solids Handling Improvement Project, dated November 10, 2025

Determination of Application Incompleteness, County of Santa Barbara Planning and Development Department, dated November 3, 2025

RESOLUTION NO. 25-727

RESOLUTION OF THE GOVERNING BOARD OF THE GOLETA SANITARY DISTRICT ADOPTING A MITIGATED NEGATIVE DECLARATION AND A MITIGATION MONITORING AND REPORTING PROGRAM FOR THE SOLIDS HANDLING IMPROVEMENT PROJECT PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND APPROVING THE PROJECT

WHEREAS, the Goleta Sanitary District ("District") is a special services district formed and existing pursuant to the Sanitary District Act of 1923, commencing at Section 6400 of the Health & Safety Code; and

WHEREAS, the District owns and operates the Goleta Sanitary District Water Resource Recovery Facility ("WRRF") located in an unincorporated coastal area of Santa Barbara County, which treats an annual average flow of approximately 4.9 million gallons of wastewater per day; and

WHEREAS, a condition assessment conducted in 2016 indicated that some of the unit processes at WRRF are nearing the end of their service life and would need rehabilitation and replacement; and

WHEREAS, a Biosolids and Energy Strategic Plan ("BESP") developed in August 2019 recommended upgrading existing facilities to mitigate regularity uncertainties affecting biosolids disposition, to diversify beneficial use outlets, and to approach energy neutrality for the facility; and

WHEREAS, to address these concerns, the District is proposing to implement the Solids Handling Improvement Project at its WRRF, which includes the construction of a thermal dryer facility, a thermal heater system, loadout facilities, associated civil, structural, electrical and instrumentation work, and a fire pump for a fire suppression system at the new buildings ("Project"); and

WHEREAS, the District is the lead agency for the Project under the California Environmental Quality Act ("CEQA"); and

WHEREAS, a Mitigated Negative Declaration (State Clearinghouse Number 2025100842) ("MND") has been prepared for the proposed Project consistent with the requirements of CEQA and the State CEQA Guidelines, and the IS/MND determined that the proposed Project will not result in any significant and unavoidable impacts to the environment; and

WHEREAS, the MND was made available for public review from October 10, 2025 to November 10, 2025; and

WHEREAS, the District received one comment letter on the MND during the public review period; and

WHEREAS, the MND provides for mitigation measures to ensure that the proposed Project's potential environmental impacts will be mitigated to a level of less than significant, and these mitigation measures are set forth in both the MND and in a Mitigation Monitoring and Reporting Program ("MMRP") that has been prepared for the proposed Project; and

WHEREAS, the Board has reviewed and considered the MND, MMRP, all public comments regarding the MND and the proposed Project, and all other information contained in the administrative record for the proposed Project; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, the Governing Board of the Goleta Sanitary District does hereby find, resolve and order as follows:

1. The Board finds that above recitations are true and correct and, accordingly, are incorporated as a material part of this Resolution.

2. As the decision-making body for the proposed Project, the Board has reviewed and considered the MND, the MMRP, the comments received thereon, and the administrative record on file with the District. The District finds that the MND has been completed in compliance with CEQA and the State CEQA Guidelines, and that all environmental impacts of the proposed Project are either insignificant or can be mitigated to a less than significant level pursuant to the mitigation measures outlined in the MND and the MMRP. The Board further finds, on the basis of the whole record before it, that there is no substantial evidence in the record supporting a fair argument that the proposed Project may result in a significant effect on the environment. Comments received regarding the proposed Project have been considered and determined not to modify the conclusions of the MND. The Board finds that the MND contains a complete, objective, and accurate reporting of the environmental impacts associated with the proposed Project, and that the MND reflects the District's independent judgment and analysis.

3. The Board hereby approves and adopts the final MND and approves the Project.

4. The Board hereby approves and adopts the MMRP prepared for the Project set forth as Appendix "G" in the MND.

5. Copies of the final MND, MMRP, and the documents and other materials which constitute the record of the proceedings upon which the decisions set forth herein are based shall be maintained by the Board Secretary and shall be available for review at the District's office, located at One William Moffett Place, Goleta, California 93117.

6. The District's Environmental Committee is authorized and directed to prepare a Notice of Determination in accordance with Section 15075 of the State CEQA Guidelines and the District's local CEQA Guidelines.

7. The Secretary of the District is hereby authorized and directed to file the Notice of Determination with the Santa Barbara County Clerk not later than five (5) days after the date of adoption of this Resolution.

PASSED AND ADOPTED this 1st day of December, 2025, by the following vote of the Governing Board of the Goleta Sanitary District:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Steven T. Majoewsky,
President of the Governing Board

COUNTERSIGNED:

____
Robert O. Mangus, Jr.,
Secretary of the Governing Board

November 26, 2025

Mr. Steve D. Wagner, PE
General Manager/District Engineer
Goleta Sanitary District
One William Moffett Place
Goleta, CA 93117
Phone: (805) 967-4519
SWagner@GoletaSanitary.org

Re: Mitigated Negative Declaration for Solids Handling Improvement Project; 1 William Moffet Pl, Goleta, APN 071-200-024; SCH # 2025100842

Dear Mr. Wagner:

Under the direction of the Goleta Sanitary District (GSD), a draft Initial Study and Mitigated Negative Declaration (MND) was prepared for GSD's proposed Solids Handling Improvement Project (SHIP) by Yorke Engineering, LLC (Yorke) with assistance from Hazen and Sawyer and Langan. A Notice of Completion (NOC) Form regarding this MND, including a list of reviewing agencies, was filed with the State Clearinghouse (SCH # 2025100842) on October 9, 2025 and a copy of the Draft MND was subsequently posted in CEQAnet. A Notice of Intent (NOI) was also published in the Santa Barbara Independent on October 9, 2025, including notification of a 30-day public review and comment period from October 10 to November 10, 2025. Hard copies of this MND were delivered to the Santa Barbara County Clerk, Santa Barbara County Planning Department, Santa Barbara County Air Pollution Control District (APCD), California Coastal Commission, and Southern California Gas Company, and the NOA/NOI was emailed and/or sent by certified mail to other potentially interested parties, including Native American tribes, Santa Barbara Municipal Airport, and various state agencies. The draft MND was also posted on the GSD website.

One comment letter on the draft MND was received during the comment period from the Santa Barbara County Air Pollution Control District (APCD), which contained four comments, as described and responded to below. The comment letter from the APCD is attached to this letter.

Additionally, the Santa Barbara County Planning and Development Department (P&D) reviewed the Coastal Development Permit/Conditional Use Permit (CDP/CUP) application submitted on October 3, 2025, and requested additional information for analysis of the proposed Project, as well as requested review by other County agencies. Since P&D's comments were issued through the CDP/CUP process and not the CEQA MND review process, those comments are being addressed in detail in a separate letter to P&D. However, because some of the comments pertained to the MND, the MND was updated accordingly. A brief discussion of the responses to the P&D comments related to the MND is also provided below.

The majority of the comments focused on potentially significant Greenhouse Gas (GHG) emission impacts. In response, the MND was updated to include a through discussion of how the combined strategies within GSD's Biosolids and Energy Strategic Plan (BESP), including the thermal dryer's eventual digester gas use, the prior 2022 Biogas Project, and the recently initiated Solar Project are projected to reduce annual GHG emissions. This approach demonstrates a comprehensive, forward-looking approach to climate action and energy resilience. Additional updated information has been provided in the MND Appendices on the calculation of the GHG emissions. A mitigation measure was added requiring the Project to transition the thermal dryer to biogas as the primary fuel source once sufficient biogas is available and implementation is feasible, which reduces fossil fuel consumption and resultant GHG emissions to well below the County's threshold of 1,000 metric tons (MT) of carbon dioxide equivalent (CO_2e) emissions per year. Therefore, the Project's GHG impacts will be less than significant. A summary of the revisions to the Final MND are provided below.

SBCAPCD comments:

The comments are shown in blue italic and the required information is provided for each of these questions.

1) *APCD Permit Status and CEQA: As the GSD is aware, the proposed project includes equipment and operations subject to APCD permit requirements and prohibitory rules. Therefore, the APCD is a responsible agency under the California Environmental Quality Act (CEQA) and will seek to rely on the GSD's MND when approving APCD permits for the proposed project. GSD has applied for an APCD Authority to Construction permit (ATC 16416). The application was recently deemed incomplete on October 21, 2025 (letter attached). Information is still needed to define the project description and confirm the accuracy of project impacts including health risk from toxic air contaminants. Therefore, at this time, the APCD is unable to verify the accuracy of the MND's air quality impact analysis and significance determinations. If the APCD is unable to rely on the GSD's MND, additional CEQA documentation and/or subsequent analysis may be required for the issuance of the project's ATC permit. GSD may wish to wait to adopt a Final MND and approve the project until ATC 16416 is deemed complete to ensure that the project description, as currently evaluated in the MND, results in a less than significant health risk impact. The APCD will not issue a permit for a project that results in significant health risk.*

   We understand APCD's role as a Responsible Agency and its need to rely on a Final MND which adequately analyzes worst case impacts when acting on the Authority to Construct (ATC) permit. CEQA and permitting processes are separate but often proceed in parallel. A response to the APCD's October 21, 2025 letter was submitted to the APCD on November 13, 2025 which contains the requested information and clarifications. While the ATC application is currently deemed incomplete pending review of that response, the information necessary for APCD's Health Risk Assessment was addressed in the ATC application and response letter and is consistent with the MND. In the unlikely event that APCD's review identifies new information indicating potentially significant health risk impacts not previously disclosed, GSD will comply with CEQA by preparing additional documentation or revisions as required, e.g., with an Addendum to the Final MND.

2) *APCD Permit Status Greenhouse Gas Emission Calculations: Please provide the calculations and assumptions used to derive the greenhouse gas emissions for existing sludge hauling, proposed sludge hauling, and stationary sources as shown Table 3-15: Operation Greenhouse Gas Emissions Summary so that we may verify the results. Additionally, the greenhouse gas emissions in the "CalEEMod 'Land Use Emissions'" column of Table 3-15 do not seem to correspond to the CalEEMod Report provided in*

Appendix A1 – CalEEMod Outputs. Please fix the discrepancy or show how these emissions were derived.

We acknowledge the discrepancy noted between Table 3-15 in the MND and the CalEEMod data provided in Appendix A1. Upon review, we determined that the emissions values in Table 3-15 were inadvertently based on outdated "Land Use" emissions data from an earlier CalEEMod run. The operational GHG emissions in Table 3-15 have been corrected as shown in the Final MND to reflect the most current CalEEMod modeling results, which now match the data presented in Appendix A1.1 and A1.2. Because only the current version of CalEEMod is available online, the current version was used for the updates, and the version number has been updated throughout the MND. Other changes were made to the GHG discussion in the MND in light of comments made by County P&D staff. The revised GHG emission calculations, including those for the existing sludge hauling, proposed sludge hauling, and stationary sources, are provided in an updated Appendix A2.

3) *Nuisance Rule Citation: Table 3-2 SBCAPCD Significance Thresholds for Criteria and Toxic Air Pollutants on page 3-19 miscites our Nuisance rule. The APCD's Nuisance rule that will apply to the regulation of odors is Rule 303, not Rule 402 as stated.*

   Comment noted and Table 3-2 of the MND has been updated accordingly.

4) *APCD Guidelines Threshold for Construction Emissions: Table 3-4: Project Construction Emissions on page 3-23 cites the APCD guideline of 25 tons per year for construction emissions as applying only to ROC and NOx emissions. This APCD guideline, derived from APCD Rule 202.D.16, applies to all criteria pollutants (except CO). Therefore, if a lead agency is adopting this APCD guideline as a threshold for determining the significance of construction impacts, we recommend it is applied to all criteria pollutants except CO (i.e. to SOx and PM as well). Please update Table 3-4 and the discussion accordingly.*

   Comment noted and the MND discussion regarding the significance criteria for criteria pollutants and Table 3-4 have been updated accordingly.

P&D comments:

For the CDP/CUP application processes, P&D requested clarification on GHG emissions, significance determinations, and mitigation measures within the MND. Additionally, they solicited comments from other agencies, and the County Public Works Department requested some information regarding the National Pollutant Discharge Elimination System (NPDES) during the comment period. Other County agencies such as the Building Safety Division, Fire Department, Parks Division, and Environmental Health Services provided review of the CDP/CUP application and either cited usual code requirements or had no comments. Although these were not official comments on the MND through the CEQA public comment process, the MND has been updated to address the P&D and Public Works Department comments. Only those comments pertinent to the MND are summarized below.

- *Provide additional information on GHG emissions from the combustion of natural gas, the discrepancy between the CalEEMod run and Table 3-15, and the GHG emissions related to the reduction in truck trips for biosolids hauling.*

  See response to APCD Comment #2.

- *Provide clarification on how the project qualifies as an MND since the GHG emissions exceed the County's GHG significance threshold of 1,000 MT of CO_2e per year.*

The GHG Emissions Section of the Santa Barbara County Environmental Thresholds and Guidelines Manual (2021) provides a significance threshold for industrial projects of 1,000 MT CO_2e per year. Some revisions to the significance thresholds for GHG emissions were adopted in August 2024 along with adoption of the County's 2030 Climate Action Plan (CAP). Although the significance threshold for industrial projects of 1,000 MT CO_2e per year was retained, Section 3.c of the revised GHG thresholds indicates that:

> "If a proposed project or **plan's** *[emphasis added]* estimated GHG emissions do not exceed the applicable emissions threshold, then it is considered consistent with the 2030 CAP, which sets the acceptable countywide GHG emissions levels. In this scenario, the project or plan's GHG emissions impacts (both project- and cumulative-level) related to GHG emissions and climate change would be less than significant. If a proposed project or plan's estimated GHG emissions exceed the emissions threshold, mitigation measures must be identified, and respective GHG emissions reduction calculation included within the respective CEQA review document in order to reduce project or plan GHG emissions to at or below the applicable emissions threshold."

The proposed SHIP is designed to produce Class A biosolids and includes a thermal dryer that will initially operate on natural gas but is designed for future biogas combustion. The proposed SHIP will also reduce the amount of biosolids that are hauled to a composting facility in Kern County for a beneficial reuse, which will be a substantial reduction in vehicle miles traveled (VMT) associated with these truck trips. Once converted to biogas, the Project's non-biogenic GHG emissions will be approximately 59 MT CO_2e per year, well below the County's 1,000 MT/year threshold and far under the SBCAPCD CEQA threshold of 10,000 MT/year, ensuring impacts would be less than significant. A mitigation measure was added to ensure that transition to biogas is done as soon as feasible, i.e., when sufficient biogas is available from the digester.

Additionally, the MND was updated to reflect that the proposed Project is part of GSD's broader BESP, i.e., a "plan" which integrates multiple projects to advance energy neutrality and waste reduction. The 2022 Biogas Project added digester capacity and a combined heat and power (CHP) engine that offsets grid electricity, resulting in a net negative of about 290 MT CO_2e annually. Also, work has begun on a planned Solar Energy Storage Project (Solar Project) which will include battery energy storage and supply roughly 32% of the facility's energy demand, resulting in another 713 net negative MT of CO_2e per year. Together, these initiatives, including the proposed SHIP, are projected to result in a net negative of 882 MT CO_2e annually (after accounting for amortized construction emissions), demonstrating a comprehensive, forward-looking approach to sustainability and alignment with the County's 2030 CAP.

A new Table 3-17 was added to the MND to show these changes (increases and decreases) in the GHG emissions as follows:

Table 3-17: BESP CO_2e Emissions (MT/year) Including Emission Reductions from Offsetting Energy Demand and Reduced VMT for Solids Hauling

GHG Emission Source	2022 Biogas Project[1]	SHIP (Proposed Project)	Solar Project[2]	BESP Total CO_2e Emissions
Amortized Construction	13	49	49	111
Stationary Source Operation[3]	--	6	--	6
Land Use/Mobile Sources[4]	--	158	--	158
Reduced Energy Demand	-290		-713	-1,003
Change in Hauling VMT	--	-154	--	-154
CO_2e	-277	59	-664	-882

Notes:

1. 2022 MND, SCH No. 2022040242
2. Emission calculations are shown in Appendix A2.
3. Anthropogenic (non-biogenic) emissions due to biogas combustion in the CHP engine and the proposed SHIP thermal dryer would be zero, and only the GHG emissions from testing and maintenance of the diesel fire pump engine are included.
4. CalEEMod calculated GHG emissions related to water use and electricity in a new building and an additional employee for the SHIP.

County Public Works Department comments:

- *This parcel is within the NPDES area. The applicant must provide calculations and material details for New and Replaced Impervious surfaces on the plans.*

  Comment noted and the concerns related to impervious surfaces will be addressed through the CDP/CUP permitting process. No changes were made to the MND.

Other Updates to the MND:

In addition to the revisions made to respond to the comments above, the following changes were made to the Final MND:

- In Section 2.0, *Project Description*, a short description of the Solar Project was added to Section 2.1, *BESP Background*, and a short description of the fire pump engine was added to Section 2.5.6, *Fire Protection.*
- The status of the Authority to Construct (ATC) permit applications for the SHIP was updated in Section 2.7.1, *Local Permits and Approvals*, and in the Regulatory Setting of Section 3.4.III, *Air Quality*.
- In Section 3.4.IV, *Biological Resources*, Figure 3-1 has been updated.
- In Section 3.4.V, *Cultural Resources*, the Project location was updated to clarify that the GSD WRRF is located in an unincorporated area of Santa Barbara County, and not within the limits of the City of Goleta.
- A discussion of the County's 2030 CAP adopted in 2024 was added to the Regulatory Setting of Section 3.4.VIII, *Greenhouse Gas Emissions*.
- In Section 3.4.XV, *Public Services*, the Project location was updated to clarify that the GSD WRRF is located in an unincorporated area of Santa Barbara County and hence the County Fire Department and County Sheriff will likely respond rather than the Santa Barbara Fire Department and Goleta Police. The nearest service locations were updated to reflect service from the nearest County facilities.

- Minor update to Section 3.4.XX, *Wildfire* of the MND was made to state that the facility is not located in a fire hazard zone.
- Section 3.4.XXI, *Mandatory Findings of Significance*, a new Section 3.5.4, *Greenhouse Gas Emissions*, and Appendix G, *Mitigation Monitoring and Reporting Program*, were updated to reflect the addition of a new mitigation measure, MM-GHG-1, *Greenhouse Gas Emissions Reductions*.

Minor punctuation, numbering updates, abbreviations, references, and formatting were also made throughout the MND as needed.

Thank you very much for the opportunity to be of assistance. Should you have any questions, please contact me at (949) 248-8490 or the email address below.

Sincerely,

James Yorke
Senior Engineer
Yorke Engineering, LLC
JRYorke@YorkeEngr.com

Enclosure: Santa Barbara County Air Pollution Control District Comments on the Draft Mitigated Negative Declaration for the Solids Handling Improvement Project, Nov. 10, 2025

cc: Reese Wilson, Goleta Sanitary District
Rion Merlo, Hazen and Sawyer
Ian Mackenzie, Hazen and Sawyer
Heather McDaniel McDevitt, Langan
Carolyn Grove, Dudek
Sara Head, Yorke Engineering, LLC
Tina Darjazanie, Yorke Engineering, LLC

November 10, 2025

Steve D. Wagner, PE
Goleta Sanitary District
One William Moffett Place
Goleta, CA 93117

Sent Via Email: swagner@goletasanitary.org

Re: Santa Barbara County Air Pollution Control District Comments on the Draft Mitigated Negative Declaration for the Solids Handling Improvement Project

Dear Steve Wagner:

The Santa Barbara County Air Pollution Control District (APCD) has reviewed the Draft Mitigated Negative Declaration (MND) for the referenced project, which consists of Goleta Sanitary District's (GSD's) proposal to construct a thermal dryer facility to decrease the amount of hauled sludge and increase the quality of produced biosolids at the Goleta Water Resource Recovery Facility. The project components consist of a thermal dryer (cake bin, cake feed pumps, cooling conveyor, pelletizer, pellet conveyor, thermal fluid heater, condenser, odor control system, and controls); a natural gas-powered thermal heater system; loadout facilities; associated civil, structural, and electrical work; and diesel-powered emergency generator pump for fire suppression. Equipment will be housed in a new prefabricated metal thermal dryer building and electrical building. The project is expected to reduce sludge hauling truck trips from seven trips a week to a maximum of two trucks per week. The new facility will be located entirely within the existing facilities footprint. Demolition, construction, commissioning, and start-up are anticipated to occur over an 18-month period. Approximately 2,160 cubic yards (CY) of soil will be excavated, 1,760 CY of which will be reused onsite with 400 CY to be hauled offsite. The subject property is a special services district that serves Goleta Valley residents and is located at One William Moffett Place in the unincorporated area of Goleta.

The APCD has the following general comment on the Draft MND and project:

1. **APCD Permit Status and CEQA**: As the GSD is aware, the proposed project includes equipment and operations subject to APCD permit requirements and prohibitory rules. Therefore, the APCD is a responsible agency under the California Environmental Quality Act (CEQA) and will seek to rely on the GSD's MND when approving APCD permits for the proposed project. GSD has applied for an APCD Authority to Construction permit (ATC 16416). The application was recently deemed incomplete on October 21, 2025 (letter attached). Information is still needed to define the project description and confirm the accuracy of project impacts including health risk from toxic air contaminants. Therefore, at this time, the APCD is unable to verify the accuracy of the MND's air quality impact analysis and significance determinations. If the APCD is unable to rely on the GSD's MND, additional CEQA documentation and/or subsequent analysis may be required for the issuance of the project's ATC permit. GSD may wish to wait to adopt a Final MND and approve the project until ATC 16416 is deemed complete to ensure that the project description, as currently evaluated in the MND, results in a less than significant health risk impact. The APCD will not issue a permit for a project that results in significant health risk.

The APCD has the following specific comments on the Draft MND:

2. **Greenhouse Gas Emission Calculations:** Please provide the calculations and assumptions used to derive the greenhouse gas emissions for existing sludge hauling, proposed sludge hauling, and stationary sources as shown *Table 3-15: Operation Greenhouse Gas Emissions Summary* so that we may verify the results. Additionally, the greenhouse gas emissions in the "CalEEMod 'Land Use Emissions'" column of Table 3-15 do not seem to correspond to the CalEEMod Report provided in Appendix A1 – CalEEMod Outputs. Please fix the discrepancy or show how these emissions were derived.

3. **Nuisance Rule Citation**: *Table 3-2 SBCAPCD Significance Thresholds for Criteria and Toxic Air Pollutants* on page 3-19 miscites our *Nuisance* rule. The APCD's *Nuisance* rule that will apply to the regulation of odors is *Rule 303*, not *Rule 402* as stated.

4. **APCD Guidelines Threshold for Construction Emissions**: *Table 3-4: Project Construction Emissions* on page 3-23 cites the APCD guideline of 25 tons per year for construction emissions as applying only to ROC and NOx emissions. This APCD guideline, derived from APCD Rule 202.D.16, applies to all criteria pollutants (except CO). Therefore, if a lead agency is adopting this APCD guideline as a threshold for determining the significance of construction impacts, we recommend it is applied to all criteria pollutants except CO (i.e. to SOx and PM as well). Please update Table 3-4 and the discussion accordingly.

If you or the project applicant have any questions regarding these comments, please feel free to contact me at (805) 979-8334 or via email at WaddingtonE@sbcapcd.org.

Sincerely,

Emily Waddington,
Air Quality Specialist
Planning Division

Attachments: Incomplete Authority to Construct Application 16416

cc: Planning Chron File
Permitted Sources File SSID FID 01528

October 21, 2025

Certified letter 9489 0178 9820 3034 8998 81
Return receipt requested

Steve Wagner
Goleta Sanitary District
One William Moffett Place
Goleta, CA 93117

FID: 01528
Permit: A 16416
SSID: 01528

Re: Incomplete Authority to Construct Application 16416

Dear Steve Wagner:

On May 8, 2025, the Santa Barbara County Air Pollution Control District (District) received your application for Authority to Construct (ATC) No. 16416 for installation of a thermal heater, sludge dryer, and a pelletizer/cake load-out facility. This letter is to inform you that the application is incomplete. Additional information and/or clarification of information already submitted is required. In order to complete the application, please respond to each of the items listed in the attachment. After we receive the requested information, we will inform you within 30 days if the application is complete.

According to Rule 208.D.4, the application will be denied 120 days after the date of filing if sufficient information needed to deem the application complete has not been submitted, unless the District has, in writing, extended the time.

Please be advised that construction of your facility without a **final** ATC is a violation of District rules and the California Health and Safety Code.

Please include the Facility Identification (FID) and Permit numbers shown above on all correspondence regarding this permit application. If you have any questions, please contact me at (805) 979-8314 or MountainC@sbcapcd.org. Thank you for your cooperation.

Sincerely,

Charlotte Mountain
Engineering Division

Attachment: Incompleteness Items

cc: Goleta Sanitary District WRRF 01528 Project File
James Yorke, Yorke Engineering
Engr Chron File

\\sbcapcd.org\shares\Groups\ENGR\WP\Landfills & WWT\01528 Goleta Sanitary District\ATC 16416\ATC 16416 - ATC Incompleteness - 10-21-2025.docx

ATTACHMENT

ATC NO. 16416 INCOMPLETENESS ITEM LIST

1. Pelletizer Heavy Metals: Provide the sampling analysis report(s) for the dried sludge heavy metal testing.

2. Project Status: A PTO has not yet been issued for the project permitted under ATC 15822, consisting of an anaerobic digester, gas treatment system and CHP engine. The District's definition of project would therefore include both the project permitted under ATC 15822 and the project applied for under ATC 16416. Has Goleta Sanitary District taken steps to install the equipment permitted under ATC 15822?

3. Fire Pump Engine: Submit a separate permit application for the fire pump engine, including the manufacturer's specifications sheet. Note that if BACT is triggered for this project, the engine must meet Tier 4 emission standards.

4. California Environmental Quality Act (CEQA): Provide the updated status of this project under CEQA, including the application number when available.

November 3, 2025

Carolyn Groves
3760 State Street
Santa Barbara CA 93105
Via email at: cgroves@dudek.com

RE: Determination of Application Incompleteness
Goleta Sanitary District Thermal Heater Case No. 25AMD-00009
1 William Moffet Pl, Goleta, APN 071-200-024

Dear Ms. Groves:

Thank you for the application submitted on October 3, 2025, for an Amendment to the previous Development Plan and Coastal Development Permit to allow installation and operation of a thermal dryer for onsite produced biosolids. The Planning and Development Department (P&D) reviewed your application and found it to be incomplete pursuant to the County's application checklist requirements.

Following determination of application completeness, P&D will begin an evaluation of the proposed project's consistency with applicable State and County regulations and conduct a more detailed analysis of its environmental impacts as necessary. Please note that during the review of your project, additional information may be requested to complete our analysis and make the necessary findings for approval.

The information listed below is required for analysis of the proposed project.

Additional Information Required

1. **Mitigated Negative Declaration.**
   a. The MND provided is titled "Draft MND dated April 2025". However, the document titled "MND SCH # 2025100842 September 2025" is posted to CEQAnet and includes a different project description and analysis. Was the draft document submitted in error? Please confirm which document to review.
   b. Green House Gas Emissions.

i. By adding new natural gas burning equipment, how much additional GHG emissions will be emitted onsite? Based on both MNDs, the project will generate emissions higher than the bright line threshold of significance of 1,000 MT/yr, however, no mitigation measures are proposed. Further, Table 3-15, which summarizes operational GHG emissions, does not match those calculated in the CalEEMod calculations from Appendix A1 and A2.

ii. Under the Air Quality Mitigation Measures section, a statement of Overriding Considerations appears to be made, "[The proposed Project] would also meet one of GSD's key objectives for doing the SHIP, i.e., to produce a Class A biosolids material that is a beneficial product that can be used without restriction, thereby reducing waste". Explain how an MND is applicable in this scenario.

iii. Continued: "Because the SHIP objectives are consistent with GHG emissions reduction objectives and will implement feasible on- and off-site reductions, no further mitigation measures are required." This is incorrect as the project increases emissions above the threshold of significance.

iv. If the mechanism to lower emissions is decreasing the amount of truck trips, identify those emissions and show the difference between existing emissions and proposed.

c. Have any comment letters been submitted for the CEQAnet posting (SCH# 2025100842)?

2. **Project Description:**

   a. The October MND includes installation of a Fire Pump. Should this be included in the project description?

   b. "The air discharged by the Thermal Dryer will pass through a condenser to remove moisture, and then through an odor control unit, before discharge to the atmosphere." Describe what the odor control unit is and how it works. Does GSD already utilize this type of odor control technology onsite, or is this a new feature?

3. **Cultural Report.** The Cultural report was not provided in the application package or MND.

4. **Project Clean Water.** Please provide the outstanding information as identified in the comment letter dated October 28, 2025 (Attachment 1).

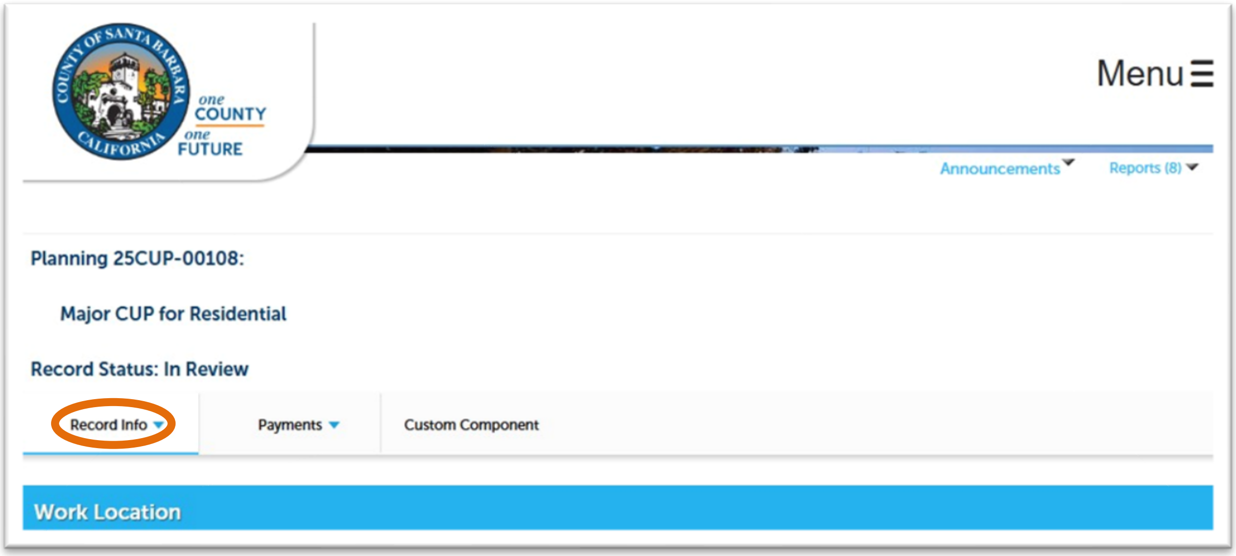
All of the incomplete items outlined above must be addressed in your resubmittal. For instance, if a required study is not yet completed, please advise on the status in your resubmittal materials.

Resubmittal Instructions

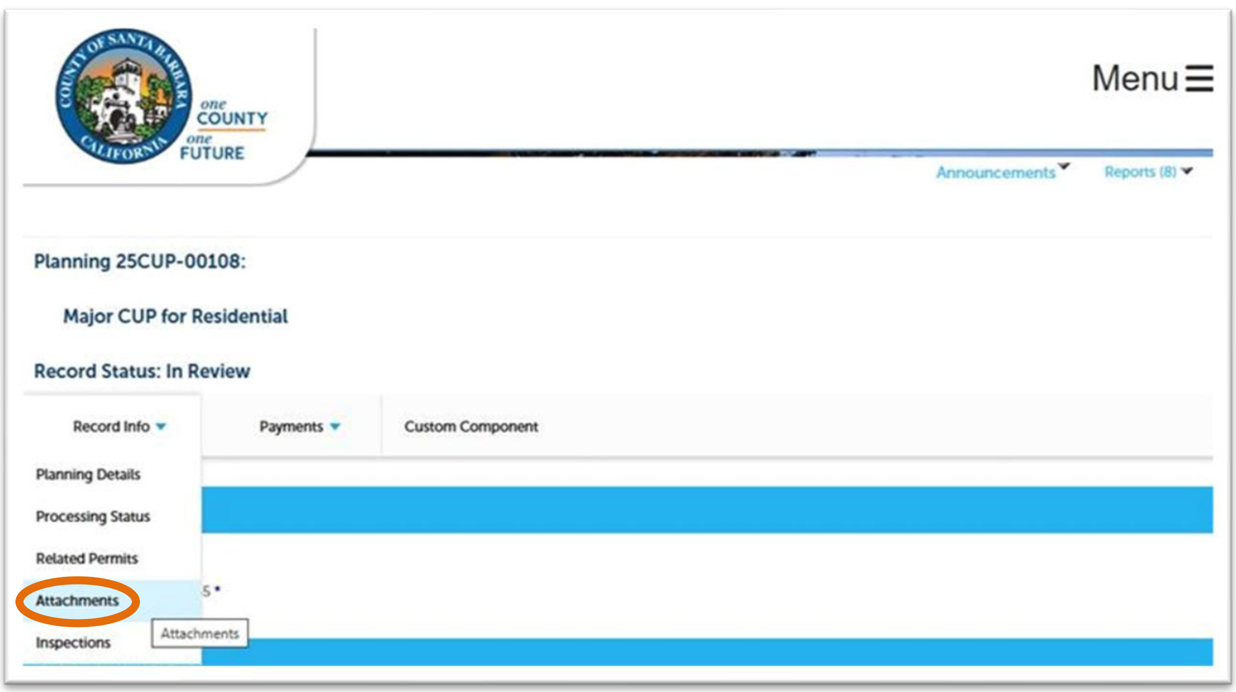
Please upload all resubmittal materials to Case No. 25AMD-00009 in the Citizen's Access Portal at https://aca-prod.accela.com/sbco/Default.aspx.

After logging in and navigating to the permit record, please complete the following steps:

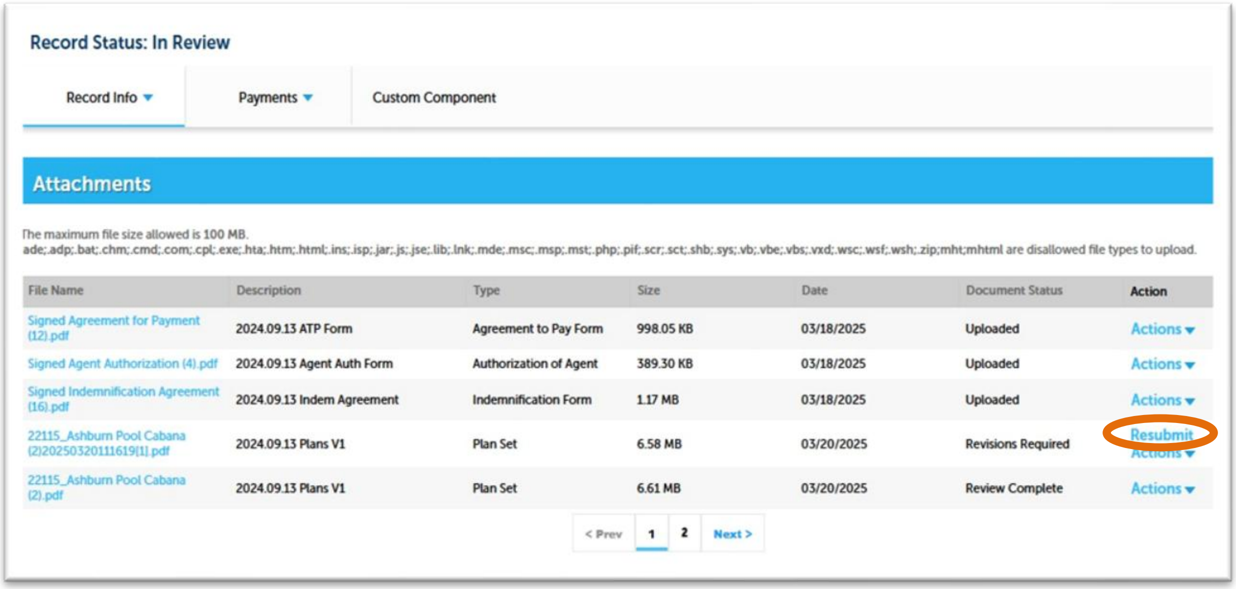
Step 1. Select the "Record Info" dropdown.



Step 2. Select the "Attachments" dropdown.



Step 3. Select the "Resubmit" button under the Actions column.



Record Status: In Review

Record Info ▾ | Payments ▾ | Custom Component

Attachments

The maximum file size allowed is 100 MB.
ade;.adp;.bat;.chm;.cmd;.com;.cpl;.exe;.hta;.htm;.html;.ins;.isp;.jar;.js;.jse;.lib;.lnk;.mde;.msc;.msp;.mst;.php;.pif;.scr;.sct;.shb;.sys;.vb;.vbe;.vbs;.vxd;.wsc;.wsf;.wsh;.zip;mht;mhtml are disallowed file types to upload.

File Name	Description	Type	Size	Date	Document Status	Action
Signed Agreement for Payment (12).pdf	2024.09.13 ATP Form	Agreement to Pay Form	998.05 KB	03/18/2025	Uploaded	Actions ▾
Signed Agent Authorization (4).pdf	2024.09.13 Agent Auth Form	Authorization of Agent	389.30 KB	03/18/2025	Uploaded	Actions ▾
Signed Indemnification Agreement (16).pdf	2024.09.13 Indem Agreement	Indemnification Form	1.17 MB	03/18/2025	Uploaded	Actions ▾
22115_Ashburn Pool Cabana (2)20250320111619[1].pdf	2024.09.13 Plans V1	Plan Set	6.58 MB	03/20/2025	Revisions Required	Resubmit Actions ▾
22115_Ashburn Pool Cabana (2).pdf	2024.09.13 Plans V1	Plan Set	6.61 MB	03/20/2025	Review Complete	Actions ▾

< Prev 1 2 Next >

*With each resubmittal, you **must** upload a current plan set that includes an updated date.*

You must notify your assigned planner by email when all materials are uploaded in order to initiate submittal review. Additionally, all resubmittals must include a cover letter that describes all newly submitted materials, outlines any changes that were made to previously submitted materials, and responds to all requested items listed above.

Please submit the information requested above within 90 days of the date of this letter. Please note that if P&D does not receive the required application material within a timely manner, your project may be closed and you will be refunded any unused portion of your deposit.

Project Description

Our review is based on the following project description:

The applicant, Goleta Sanitary District, is requesting an Amendment (Case No. 25AMD-00009) and Coastal Development Permit (Case No. 25CDP-00057) to implement a Solids Handling Improvement Project (SHIP) at the Goleta Water Resource Recovery Facility (WRRF) and install a new biosolids drying facility to produce a Class A biosolids material~~,~~ as identified by an August 2019 Biosolids and Energy Strategic Plan (BESP). The primary components of the proposed Project include:

- Construction of a new 634-square-foot cake bin building, housing a cake storage bin.
- Construction of a Thermal Dryer, Thermal fluid heater system, and pelletizer, all housed within a new 3,935-sf thermal dryer facility structure. The thermal heater system will use

natural gas to provide heat to operate the thermal dryer, with the option to use biogas produced by the digesters in the future when biogas production increases.

- Construction of a 603-sf electrical building to the north of the thermal dryer facility.
- Loadout facilities, intended to move biosolids throughout the structures and into trucks for removal from site.
- Associated civil, structural, electrical and instrumentation work.
- Demolition of the existing conveyor belt and structure for the walkway bridge to make space for the cake storage bin.

The existing sludge drying beds will be utilized as the site for the new Thermal Dryer Building and an associated Electrical Building. The proposed Project is another step in GSD's long-term program for achieving energy neutrality by implementing technologies and strategies to utilize digester gas production and energy recovery. The objective of this Project is to produce Class A biosolids material which is a beneficial product that can be used without restriction, thereby reducing waste hauling.

Approximately 2,160-cubic-yards of soil will be excavated, and 1,760-cubic-yards will be backfilled resulting in 400 cubic yards of soil to be exported from the site. Cut will be temporarily stockpiled on the southern portion of the site on APN 071-200-024. A total of 172 material hauling trips are expected, including soil disposal and hauling of waste, with a maximum of 30 trips per day. Project construction will take approximately 18 months.

Project construction will require disturbance of approximately 0.93-acres, within the facility boundaries. No trees are proposed for removal. The project will amend the previously approved Development Plan and Coastal Development Permit (Case Nos. 22DVP-00000-00005 and 22CDH-00000-00012). The property is shown as Assessor Parcel Numbers 071-200-003; 071-200-019; 071-200-022; and 071-200-024, which are designated Public Utilities, Waste, and Miscellaneous land use categories. The site is surrounded by the Municipal Airport, open space, and public utility areas. The Project is located at 1 William Moffett Place in the Eastern Goleta Valley Community Plan area, Second Supervisorial District.

Project Cost Estimate

Based upon our preliminary review, with associated fees for hearings and noticing, P&D estimates that processing your project will require approximately 30 planner hours for a total estimate of $11,432. Please refer to the enclosed Project Cost Estimate Worksheet for additional detail on this estimate.

Additional future costs may apply, including Building and Safety permit fees, Development Impact Mitigation Fees, and other agency fees (such as school and utility district fees). Any security deposit balance remaining at completion of case processing will be refunded.

Starting next month, you will receive a monthly invoice for all unpaid charges on your account. All invoices must be paid within 30 days. Non-payment of an invoice will result in processing delays.

Advisories and Potential Inconsistencies

Based on our preliminary review of your application, P&D has the following advisory statements:

1. **Project Comment Letters.** Planning staff has transmitted your proposed plans to the Fire District and Environmental Health Services. Please be advised that, prior to scheduling of the project for decision-maker action, documentation from the Fire District (email, stamped plan, or letter) must be received that finds that the proposed fire access and service is acceptable for the proposed development.

2. **MND Comment Letters.** Forward any comment letters received to me to save to the file.

3. **Subdivision Development Review Committee (SDRC).** This project is subject to review by the SDRC. The next available SDRC meeting date is November 20, 2025. Please confirm whether the applicant team is available for this meeting date. The applicant team is expected to attend and present the project to the SDRC members. The SDRC agenda, which contains the online meeting link, will be forwarded to you once it is available. Any incomplete items identified by SDRC members shall be provided in order to consider this application complete.

4. **Review Authority Jurisdiction**. Pursuant to the Santa Barbara County Code, Chapter 2 Section 35-174.2, the Planning Commission shall be the decision maker for all development plans outside the jurisdiction of the Zoning Administrator. The Zoning Administrator's jurisdiction is reserved for specific land use categories and Public Utilities (PU) zoning districts, Preliminary and Final Development Plans for buildings and structures which do not exceed a total of 15,000 square feet when combined with all outdoor areas designated for sales or storage and existing buildings and structures on the site.

5. **Agency Coordination.** Pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15063(g), if the County determines that an Initial Study is required, P&D will consult with all Responsible and Trustee Agencies responsible for resources affected by the project to obtain the recommendations of those agencies as to whether an Environmental Impact Report (EIR) or a Negative Declaration should be prepared. Such consultation will occur prior to finalizing the Initial Study. Please be advised that a Responsible or Trustee Agency may request additional information on your project. P&D staff will contact you immediately upon receipt of such requests and will pass along any recommendations that come out of said consultation.

If you have any questions regarding this letter, please contact me at (805) 884-8050 or email me at nallk@countyofsb.org. I look forward to working with you on this project.

Sincerely,

Katie Nall
Planning and Development Department
County of Santa Barbara
123 E. Anapamu St., Santa Barbara, CA 93101
Phone: (805) 884-8050
Email: nallk@countyofsb.org

encl.: Project Cost Estimate
Project Clean Water Incompleteness Comments dated October 28, 2025

cc: Case File (to planner w/enclosures)

Santa Barbara County Planning and Development Department

Development Review Project Cost Estimate

This is not an invoice. Your assigned planner has prepared this cost estimate in order to advise you of the potential anticipated costs to process the proposed project. Please contact your assigned planner if you have any questions.

Case Name: Katie Nall	**Case No(s):** 25AMD-00009
Prepared by & Date: Katie Nall, 10/31/2025	**Supervisor Approval & Date:**

Planner Labor Costs[1]

Project Review Task	Rate ($/hour)	Estimated Hours	Cost
1. Application Review (Completeness/Initial Feedback)	$ 302.00	5	$ 1,510.00
2. Site Visit		0	$ 0.00
3. Policy/Code Consistency Review (review of special studies, etc.)		4	$ 1,208.00
4. Meetings (applicant, resource agencies, other departments, etc.)		2	$ 604.00
5. Committee Meeting Attendance (SDRC, BAR, APAC, etc.)		2	$ 604.00
6. CEQA Document Preparation[2]		1	$ 302.00
7. RFP and Consultant Contract(s) Preparation			$ 0.00
8. Prepare Staff Report and/or Board Agenda Letter		10	$ 3,020.00
9. Attend ZA, PC and/or Board Hearing(s)		3	$ 906.00
10. Permit Approvals/Issuance		1	$ 302.00
11. Case Closeout, Records Management, etc.		1	$ 302.00
12. Post-Approval Review		1	$ 302.00
13. Other:			$ 0.00
	Subtotal Planner Labor	30	$ 9,060.00

Fixed Costs (some fees such as Board of Architectural Review and/or noticing may have already been paid at initial project intake)

Activity	Fee	Number	Cost
14. Board of Architectural Review – North, South, or Central	$ 2,192.00		$ 0.00
15. Board of Architectural Review – Montecito	$ 2,780.00		$ 0.00
16. APAC Hearing	$ 506.00		$ 0.00
17. Zoning Administrator Hearing	$ 1,223.00		$ 0.00
18. Montecito Planning Commission Hearing	$ 1,354.00		$ 0.00
19. Planning Commission Hearing	$ 2,199.00	1	$ 2,199.00
20. Noticing to Owners/Residents within 300 ft	$ 123.00	1	$ 123.00
21. Noticing to Owners/Residents within 1000 ft	$ 843.00		$ 0.00
22. Newspaper Display Advertisement			$ 0.00
23. Clerk of the Board Environmental Document Filing Fee	$ 50.00	1	$ 50.00
24. Other:			$ 0.00
		Subtotal Fixed Costs	$ 2,372.00

Total Cost Estimate	$ 11,432.00

[1] The projected hours are for estimation purposes only. Your bills will reflect actual work completed.
[2] If document is not prepared by P&D, this will reflect cost of managing the EIR consultant.

County of Santa Barbara Public Works Department
Project Clean Water
123 E. Anapamu Street, Suite 27, Santa Barbara, CA 93101
(805) 568-3440 FAX (805) 568-3434
www.sbprojectcleanwater.org

CHRIS SNEDDON
Director

WALTER RUBALCAVA
Deputy Director

October 28, 2025

RE: Project Clean Water Incompleteness Comments
25AMD-00009; Goleta Sanitary District Thermal Heater and Dryer
APN 071-200-024; 1 William Moffet Place, Goleta, CA

The following Project Clean Water comments pertain to the plans dated May 5, 2025.

Please note that our comments are based upon the level of completeness of the submitted documents. Additional comments and revised comments should be expected if there are changes or additional details provided in additional submittals.

Comments are based on requirements under Central Coast Regional Water Quality Control Board's Post-Construction Stormwater Management Requirements (https://www.waterboards.ca.gov/centralcoast/water_issues/programs/stormwater/docs/lid/hydromod_lid_docs/2013_0032_attach1_post_construction_requirements.pdf) in accordance with the Santa Barbara County Stormwater Technical Guide (https://content.civicplus.com/api/assets/7419fa96-69b1-45a7-b9cf-e33ef8ee7e40).

This parcel is within the NPDES area. The applicant must provide calculations and material details for New and Replaced Impervious surfaces on the plans. The new and replaced imperviousness shall take into account the amount that is completely demolished/replaced, new hardscape/paving (including chip seal), and new structures. Guidance on imperviousness thresholds and tier designations can be found on the Project Clean Water New and Redevelopment Site: https://www.countyofsb.org/2324/New-Redevelopment.

Detailed guidance on types of impervious surface can be found on page 10 of County of San Luis Obispo's Post-Construction Stormwater Guidebook (https://www.slocounty.ca.gov/departments/public-works/forms-documents/stormwater/pcon-guidebook-body_with-appendices_bookmarks). Guidance in the resource is in full compliance with Project Clean Water requirements.

Sincerely,

SANTA BARBARA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT on behalf of PROJECT CLEAN WATER

By: A. Zemjanis
Aurora Zemjanis
azemjan@countyofsb.org

AGENDA ITEM #2

AGENDA ITEM: 2

MEETING DATE: December 1, 2025

I. NATURE OF ITEM

Consideration of Purchase Agreements for the Procurement of Solar Panel Equipment and Battery Energy Storage System Equipment for the Energy Storage Project

II. BACKGROUND INFORMATION

The Goleta Sanitary District's (District) Water Resource Recovery Facility (WRRF) is a significant user of electricity. Utility costs are projected to rise steadily in the coming years due to increased time-of-use rates and demand charges. In order to combat the increases in utility costs, staff proposed an Energy Storage Project to allow for the generation, storage, and use of electricity onsite.

On October 6, 2025, the Board authorized the General Manager to pursue the Energy Storage Project and to take all necessary and appropriate steps to facilitate the procurement of associated equipment, including scheduling any future public hearings, conducting evaluations of responsive proposals, and recommending award of contract to the Board of Directors for final consideration and approval.

The proposed project consists of the design, procurement, and installation of an 807-kW solar array, a 408-kW/1632-kWh battery energy storage system (battery), and a microgrid controller at the District's WRRF. This energy system is estimated to include 1,350 solar panels and will be integrated with the existing electrical infrastructure.

The District is pursuing three major funding sources for this project: a Community Project Grant (CPG) which was secured by Congressman Salud Carbajal, a Self-Generation Incentive Program (SGIP) grant administered by Southern California Edison, and an Investment Tax Credit (ITC) under the Inflation Reduction Act. Each of these funding sources have unique requirements and timelines. Staff is working diligently to ensure that the project delivery methods meet the requirements of as many funding sources as possible.

The CPG is administered by United States Environmental Protection Agency (USEPA), and discussions with the District's USEPA representative indicated that limiting the scope of CPG funding to the purchase of equipment would simplify the grant paperwork and National Environmental Policy Act (NEPA) review process.

Furthermore, new requirements affecting the ITC were introduced via H.R.1, the One Big Beautiful Bill Act. The statute puts enhanced restrictions on commercial solar electric components purchased from China, Iran, North Korea, and Russia, starting January 1, 2026. Since the majority of commercial solar panels and battery storage systems come from China or Chinese companies, additional diligence during the procurement process has been required.

The changes to the ITC only affect projects which begin after January 1, 2026. Equipment which is purchased in advance of that date, with the reasonable expectation of delivery within three-and-a-half months from the date of contract execution, are granted Safe Harbor from the new ITC restrictions. Additionally, the purposes of the ITC, procurement of solar panels and procurement of a battery system are two separate projects, each of which would need its own Safe Harbor. Staff prepared a procurement strategy which will meet current and future ITC requirements as well as CPG funding recommendations from USEPA.

Two Requests for Bids (RFBs) were developed: the Solar Panel Equipment Procurement Request for Bids (Solar RFB), and the Battery Energy Storage System Equipment Procurement Request for Bids (Battery RFB). Both RFBs were structured and noticed in a way that met federal competitive procurement requirements for CPG funding. The RFBs also contained Build America Buy America Act (BABAA) compliance requirements in order to meet the anticipated ITC restrictions.

Staff included the following table in both RFBs in order to compare bids received:

#	Criteria	Score %
1	Clarity and Completeness – responses shall be clear, concise, and complete	10
2	Conformance to the specified RFB format	10
3	Cost – proposed cost for equipment	45
4	Warranties – warranties, quality of proposed equipment, and financial stability of the original equipment manufacturers	15
5	Schedule – timeline to deliver the Equipment.	20
	Total Possible Score	100

The Solar RFB was issued on October 8, 2025, and the Battery RFB was issued on November 7, 2025.

Solar Panel Equipment Bid Results

Three bids were received for the solar panel equipment for consideration. One bid was submitted incomplete and the bidder was unresponsive to follow-up communications; therefore, the bid could not be considered. A list of considered bids for the solar panel equipment is tabulated, below. A full summary of the received bids for solar panel equipment is attached to this report for reference.

Bidder	Module Model	Power & Quantity	Cost	Total Score
Richardson Electronics	First Solar - FS-7550A-TR1	550W; 1468 Panels	$ 580,722	83

Gridvest	Heliene - 156HC M10 SL	550W; 1468 Panels	$ 590,812	82*
Richardson Electronics	Bila Solar - AA550US-6x24GG	550W; 1468 Panels	$ 525,731	76

* Bid was incomplete and the bidder is working to provide requested documentation

The preferred solar panel equipment is the First Solar product proposed by Richardson Electronics for the price of $580,722. The First Solar modules are saltwater corrosion resistant, making them preferable for the District's proximity to the ocean. If the Richardson electronics bid is found not to be the best value to the District, the second-choice solar panel equipment is the Heliene product proposed by Gridvest for the price of $590,812. Gridvest is working to provide additional information requested during the bid review due-diligence process.

<u>Battery Equipment Bid Results</u>

Six bids were received for the battery equipment. A list of considered bids for the battery equipment is tabulated, below. A full summary of the received bids for the battery equipment is attached to this report for reference.

Bidder	Product	Power & Capacity	Cost	Total Score
GSR Energy	Derated Tesla Megapack 2XL	408 kW; 1,632 kWh	$ 739,319	96
GSR Energy	Derated Tesla Megapack 2XL	449 kW; 1,795 kWh	$ 778,469	94
Gridvest	EOS-Z3-2025 C/4	418 kW; 1,671 kWh	$ 1,290,000	78
Richardson Electronics	2,070 kWh Ceres O4-12-PC-12-11	480 kW; 2,070 kWh	$ 1,518,001	71
Gridvest	1,795 kWh Derated Tesla Megapack 2XL (US Manufactured)	449 kW; 1,795 kWh	$ 1,095,100	66
Gridvest	1,795 kWh Derated Tesla Megapack 2XL	449 kW; 1,795 kWh	$ 993,825	63

The preferred battery equipment product is the derated Tesla Megapack 2XL offered by GSR Energy for the price of $739,319. It is worth noting that Tesla is not an easy company to work with, and their purchase terms are non-negotiable; however, they are industry standard, so there are potential benefits to working with them when the time comes for equipment installation.

If it is not possible to reconcile Tesla's purchase terms with the required terms for CPG funding contained in the draft purchase agreement, the preferred non-Tesla product is the EOS ion flow battery offered by Gridvest for the price of $1,290,000.

III. COMMENTS AND RECOMMENDATIONS

Through the RFB process, proposed costs for solar panel equipment came in much lower than anticipated. Proposed costs for battery equipment were near the anticipated amount, with the exception of the ion flow battery option. It is important to note that the combined cost of the any viable solar and battery equipment bids will be below the original procurement estimate of $2.15 million, which reflects a procurement savings to the District.

Staff is still performing due diligence on the bids received. In accordance with District purchasing policy, a bid may be selected based on best value to the District. If the results of due diligence indicate that either of the apparent frontrunners for solar panels and for battery equipment are found to no longer be of best value to the District, it is the opinion of staff that negotiations should proceed with the second-ranked bidder. In order to preserve the maximum optionality, the recommended not-to-exceed authorization values are high enough to encompass either the first- or second-ranked vendors for both solar panel equipment and battery equipment.

Staff recommends that the Board authorize the General Manager to enter into a purchase agreement with the best-value solar panel vendor in an amount not to exceed $590,812. Staff also recommends that the Board authorize the General Manager to enter into a purchase agreement with the best-value battery equipment vendor in an amount not to exceed $1,290,000.

Any revisions to the purchase agreements with either vendor will be reviewed by legal counsel prior to execution.

IV. REFERENCE MATERIALS

Equipment Bid Response Summary for Solar Equipment and Battery Equipment

Excerpt from Preferred Bid for Solar Equipment

Excerpt from Preferred Bid for Battery Equipment

Draft Purchase Agreement

SOLAR PANEL EQUIPMENT BID RESPONSE SUMMARY													
Bidder	**Module Model**	**Power & Quantity**	**Cost**	**Total Score**	**Clarity**	**Conform.**	**Cost**	**Warranties**	**Schedule**	**SGIP Eligible**	**ITC/FEOC Compliant**	**Meets Specifications**	**Other Considerations**
Richardson Electronics	First Solar - FS-7550A-TR1	550W; 1468 Panels	$ 580,722.45	83	8	10	30	15	20	Yes	Yes	Yes	Supplier has communicated that panels are 100% US manufactured, but no BABA attestation has been received to date.
Richardson Electronics	Bila Solar - AA550US-6x24GG	550W; 1468 Panels	$ 525,731.47	76	8	0	33	15	20	Yes	Yes	No	BABA attestation provided, but panels do not fully comply with project specifications.
Gridvest *(Bid Incomplete)*	Heliene - 156HC M10 SL	550W; 1468 Panels	$ 590,812.00	82	8	10	29	15	20	Yes	Yes	Yes	Complete bid has not been received. Bidder is working to provide requested documentation.
Greentech *(Bid Incomplete)*	JA Solar - Module B	600W; 1356 Panels	$ 378,133.25	40	0	0	40	0	0	Unknown	Unknown	Unknown	Complete bid has not been received. Bidder was unresponsive after multiple follow-ups.

BATTERY ENERGY STORAGE SYSTEM EQUIPMENT BID RESPONSE SUMMARY													
Bidder	**Product**	**Power & Capacity**	**Cost**	**Total Score**	**Clarity**	**Conform.**	**Cost**	**Warranties**	**Schedule**	**SGIP Eligible**	**ITC/FEOC Compliant**	**BABA Compliant**	**Other Considerations**
GSR Energy	Derated Tesla Megapack 2XL	408 kW; 1,632 kWh	$ 739,319.00	96	8	8	45	15	20	Yes	Unknown	Yes, 2024	District has requested review of the 2024 BABA compliance letter by EPA caseworker.
GSR Energy	Derated Tesla Megapack 2XL	449 kW; 1,795 kWh	$ 778,469.00	94	8	7	44	15	20	Yes	Unknown	Yes, 2024	District has requested review of the 2024 BABA compliance letter by EPA caseworker.
Gridvest	EOS-Z3-2025 C/4	418 kW; 1,671 kWh	$ 1,290,000.00	78	8	10	30	15	15	Yes	Yes	Yes, 2025	Zinc-bromine ion flow battery with a zinc hybrid cathode. This newer technology will have a larger footprint than lithium options.
Richardson Electronics	Ceres O4-12-PC-12-11	480 kW; 2,070 kWh	$ 1,518,001.10	71	8	8	20	15	20	Yes	Unknown	Unknown	Can be derated to meet SGIP requirements as needed. Manufactured in US, but no BABA attestation has been received to date.
Gridvest	Derated Tesla Megapack 2XL (US Manufactured)	449 kW; 1,795 kWh	$ 1,095,100.00	66	8	8	35	15	0	Yes	Unknown	Unknown	Cannot meet delivery timeline requirement, no guarantee of BABA compliance.
Gridvest	Derated Tesla Megapack 2XL	449 kW; 1,795 kWh	$ 993,825.00	63	8	0	40	15	0	Yes	Unknown	Unknown	Cannot meet delivery timeline requirement, Cells not FEOC compliant.

Definitions:

kW	Kilowatt
kWh	Kilowatt-hour
SGIP	Self Generation Incentive Program
ITC	Investment Tax Credit
FEOC	Foreign Entities of Concern
BABA	Build America Buy America
EPA	United States Environmental Protection Agency

BID FORM

NAME OF BIDDER: **Richardson Electronics**

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the RFB documents, Contract Documents, including all plans, specifications, and all addenda, if any, for the following:

Goleta Sanitary District Solar Panel Equipment Procurement

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to supply the equipment for the following

BID SCHEDULE

ITEM DESCRIPTION	EST. QTY.	MANUFACTURER	MODEL	UNIT PRICE	ITEM COST
Solar Panels	1468	First Solar	FS-7550A-TR1	N/A	DDP Estimation. $580,722.45 *

*DDP (Deliver with Duty Paid, incoterm) price may vary based on final transportation cost

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the District from actual quantities provided based upon the unit price.

TOTAL BID PRICE (BASED ON BID SCHEDULE TOTAL OF UNIT PRICES):

$ 580,722.45
Total Bid Price in Numbers

Five hundred eighty thousand seven hundred twenty-two dollars and forty-five cents
Total Bid Price in Written Form

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

The undersigned agrees that this Bid constitutes a firm offer to District which cannot be withdrawn for the number of calendar days or date indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract is fully executed by District and a third party, whichever is earlier.

The Contract shall be completed by the Contractor in the time specified in the Contract Documents.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents.

Addenda No. ________________________

Addenda No. ________________________

Addenda No. ________________________

The following documents are attached to and incorporated into the Bid:

1. Attached is the completed Information Required Of Bidders.

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder Richardson Electronics

Signature ___________________________________

Name and Title Lun Jiang (Business Development Manager)

Dated 10/20/2025

Goods Specification & Schedule

Materials	Solar Panel Rating (W)	Solar Panel Count	Total Photovoltaic Solar Installation Capacity (kW DC)
Photovoltaic Solar Panels	550	1468	807.4

Milestone	Date
District Cost Incumbrance Date	**TBD**
Equipment Order Date	**TBD**
Equipment Delivery Date	**TBD**

Equipment Specifications

The selected suppliers must provide equipment that meets the technical and warranty requirements outlined here:

Solar Panels

- Must be tier 1 panels (BloombergNEF list).

  Confirmed

- Listed on the California Energy Commission's Photovoltaic Module list.

Manufacturer ▲	Model Number	Description	Safety Certification	Nameplate Pmax (W)	PTC (W)
First Solar, Inc.	FS-6485A-P-I	485 W, 268 cell CdTe thin film module with anti-reflective coating, 1500V max system Vdc	UL 61730	485	457.1
First Solar, Inc.	FS-7505A-FT1	505 W, 268 cell CdTe thin film module with anti-reflective coating, 1500V max system Vdc	UL 61730	505	469.4
First Solar, Inc.	FS-7505A-TR1	505 W, 268 cell CdTe thin film module with anti-reflective coating, 1500V max system Vdc	UL 61730	505	469.4
First Solar, Inc.	FS-7510A-FT1	510 W, 268 cell CdTe thin film module with anti-reflective coating, 1500V max system Vdc	UL 61730	510	474.1
First Solar, Inc.	FS-7510A-TR1	510 W, 268 cell CdTe thin film module with anti-reflective coating, 1500V max system Vdc	UL 61730	510	474.1
First Solar, Inc.	FS-7515A-FT1	515 W, 268 cell CdTe thin film module with anti-reflective coating, 1500V max system Vdc	UL 61730	515	478.9
First Solar, Inc.	FS-7515A-TR1	515 W, 268 cell CdTe thin film module with anti-reflective coating, 1500V max system Vdc	UL 61730	515	478.9
First Solar, Inc.	FS-7520A-FT1	520 W, 268 cell CdTe thin film module with anti-reflective coating, 1500V max system Vdc	UL 61730	520	483.7
First Solar, Inc.	FS-7520A-TR1	520 W, 268 cell CdTe thin film module with anti-reflective coating, 1500V max system Vdc	UL 61730	520	483.7
First Solar, Inc.	FS-7525A-FT1	525 W, 268 cell CdTe thin film module with anti-reflective coating, 1500V max system Vdc	UL 61730	525	488.4
First Solar, Inc.	FS-7525A-TR1	525 W, 268 cell CdTe thin film module with anti-reflective coating, 1500V max system Vdc	UL 61730	525	488.4
First Solar, Inc.	FS-7530A-FT1	530 W, 268 cell CdTe thin film module with anti-reflective coating, 1500V max system Vdc	UL 61730	530	493.2
First Solar, Inc.	FS-7530A-TR1	530 W, 268 cell CdTe thin film module with anti-reflective coating, 1500V max system Vdc	UL 61730	530	493.2
First Solar, Inc.	FS-7535A-FT1	535 W, 268 cell CdTe thin film module with anti-reflective coating, 1500V max system Vdc	UL 61730	535	498
First Solar, Inc.	FS-7535A-TR1	535 W, 268 cell CdTe thin film module with anti-reflective coating, 1500V max system Vdc	UL 61730	535	498
First Solar, Inc.	FS-7540A-FT1	540 W, 268 cell CdTe thin film module with anti-reflective coating, 1500V max system Vdc	UL 61730	540	502.7
First Solar, Inc.	FS-7540A-TR1	540 W, 268 cell CdTe thin film module with anti-reflective coating, 1500V max system Vdc	UL 61730	540	502.7
First Solar, Inc.	FS-7545A-FT1	545 W, 268 cell CdTe thin film module with anti-reflective coating, 1500V max system Vdc	UL 61730	545	507.5
First Solar, Inc.	FS-7545A-TR1	545 W, 268 cell CdTe thin film module with anti-reflective coating, 1500V max system Vdc	UL 61730	545	507.5
First Solar, Inc.	FS-7550A-FT1	550 W, 268 cell CdTe thin film module with anti-reflective coating, 1500V max system Vdc	UL 61730	550	512.3
First Solar, Inc.	FS-7550A-TR1	550 W, 268 cell CdTe thin film module with anti-reflective coating, 1500V max system Vdc	UL 61730	550	512.3

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Newest entry to the CEC list.

- Anti-reflective (AR) glass surfaces required.

  Confirmed

- Warranties: Minimum 25-year linear power output warranty and minimum 10-year product warranty.

  Confirmed, refer to the Spec Sheet

- Fire classification: Type 1 or Type 2 (NRTL-certified).

  Confirmed

- Provide flash test data for all solar panels upon procurement.

  Confirmed

- District may require third-party verification testing.

  Confirmed

Standards & Compliance

- All equipment must comply with NEC, UL, IEEE, NEMA, ASTM, NFPA (including NFPA 855), California Building Code, California Fire Code, and Cal OSHA.

  Confirmed, UL61730

- Enclosures: NEMA 4X required, since the project site is within 2 miles of saltwater.

  Equivalent confirmed, The Series 7 TR1 is tested to **IEC 61701 (salt mist corrosion)**

- All major equipment must have permanent nameplates and ANSI-compliant safety labeling.

  Confirmed

BID FORM

NAME OF BIDDER: **Golden State Renewable Energy LLC**

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the RFB documents, Contract Documents, including all plans, specifications, and all addenda, if any, for the following:

Goleta Sanitary District Battery Energy Storage System Equipment Procurement

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to supply the equipment for the following

BID SCHEDULE – BATTERY OPTION #1

ITEM DESCRIPTION	EST. QTY.	MANUFACTURER	MODEL	UNIT PRICE	ITEM COST
Battery	1	Tesla, Inc	Megapack 2XL, BESS, 1632 kWh, 408 kW, (P) 184884-00-A, C011, EC10, GT01, P45	$654,500	$739,319

Note: for both Battery Option #1 and Battery Option #2, unit price is the BESS unit only. The Item Cost includes freight/logistics, Tesla commissioning (required) and sales tax of 8.75%. O&M from Tesla is $10,400 escalated at 2% each year

BID SCHEDULE – BATTERY OPTION #2

ITEM DESCRIPTION	EST. QTY.	MANUFACTURER	MODEL	UNIT PRICE	ITEM COST
Battery	1	Tesla, Inc	Megapack 2XL, BESS, 1795.2 kWh, 448.8 kW, (P) 184884-00-A, C011, EC11, GT01, P45	690,500	$778,469

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the District from actual quantities provided based upon the unit price.

TOTAL BID PRICE (BASED ON BID SCHEDULE TOTAL OF UNIT PRICES):

$ **$739,319 (for Battery Option #1)**
Total Bid Price in Numbers

Seven Hundred Thirty Nine Thousand Three Hundred Nineteen Dollars
Total Bid Price in Written Form

Please note the above price is for battery option #1,
In case of discrepancy between the written price and the numerical price, the written price shall prevail.

The undersigned agrees that this Bid constitutes a firm offer to District which cannot be withdrawn for the number of calendar days or date indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract is fully executed by District and a third party, whichever is earlier.

The Contract shall be completed by the Contractor in the time specified in the Contract Documents.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents.

Addenda No. ________________________

Addenda No. ________________________

Addenda No. ________________________

The following documents are attached to and incorporated into the Bid:

1. Attached is the completed Information Required Of Bidders.

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder	Golden State Renewable Energy LLC___
Signature	___________________________________
Name and Title	Managing Principal__________________
Dated	November 23, 2025

Goods Specification & Schedule

Materials	Battery Power Rating (kW)	Battery Enclosure Count (#)	Battery Installation Capacity (kWh)
Battery Option #1	**408 kW**	1	**1632 kWh**

Materials	Battery Power Rating (kW)	Battery Enclosure Count (#)	Battery Installation Capacity (kWh)
Battery Option #2	**448.8**	1	**1795.2**

Milestone	Date
Equipment Deposit	**December 9, 2025**
Equipment Delivery Date	**Prior to March 31, 2026 – delivery date to be optimized with desire from the District**

Equipment Specifications

The selected suppliers must provide equipment that meets the technical and warranty requirements outlined here:

Battery Energy Storage System

- Chemistry: Lithium-ion and lithium iron phosphate preferred; lead-acid not acceptable; ion flow is acceptable.
- Listed on the California Energy Commission's Energy Storage Systems list.
- Must provide backup power and be fully compatible with microgrid operation.
- Warranty: 10-year minimum warranty;15-year preferred.
- Inverters (if included): Must meet CEC and Distribution Utility requirements.
- Capable of operating islanded (microgrid mode) with appropriate switchgear/motorized breakers.
- Must be listed on the SGIP-approved equipment list

Standards & Compliance

- All equipment must comply with NEC, UL, IEEE, NEMA, ASTM, NFPA (including NFPA 855), California Building Code, California Fire Code, and Cal OSHA.
- Enclosures: NEMA 4X preferred, since the project site is within 2 miles of saltwater.
- All major equipment must have permanent nameplates and ANSI-compliant safety labeling.

GOLETA SANITARY DISTRICT
PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is made and entered into this [**INSERT DAY**] day of [**INSERT MONTH**], 20__ by and between the Goleta Sanitary District ("District") and [**INSERT SELLER NAME**] ("Seller"). District and Seller may be collectively referred to as the "Parties" and individually as a "Party."

RECITALS

A. District is a public agency of the State of California and is in need of certain materials and/or equipment as more particularly described herein.

B. Seller is authorized to sell to District the materials and/or equipment as more particularly described herein.

C. The Parties desire to enter this Agreement for the purpose of setting forth the terms and conditions upon which the equipment and personal property shall be sold to District.

NOW, THEREFORE, the Parties hereto hereby agree as follows:

ARTICLE 1
Purchase and Sale of Goods

1.1 Goods. Seller agrees to sell to District and District agrees to purchase the materials and/or equipment per the specifications attached hereto and incorporated herein as Exhibit "A" ("Goods"). Unless specifically stated otherwise, the Goods shall be new and unused and of the current production year.

1.2 Delivery. Time is of the essence of this Agreement. Seller shall deliver the Goods at District's Water Resources Recovery Facility located at 1 William Moffett Place, Goleta, CA 93117-3901 or another District-controlled location as mutually agreed, at such time or times as set forth on the schedule attached hereto as Exhibit "A" and by this reference incorporated herein. If the Goods are not received by the time specified on the schedule in Exhibit "A" the District my assess liquidated damages equal to 5% of the amount set forth in Exhibit "B" and by this reference incorporated herein ("Purchase Price").

1.3 Acceptance. The Goods shall be received subject to District's inspection and right of rejection. The Goods shall not be considered accepted until inspection, testing and/or use of the Goods is found to be in accordance with District specifications. Final inspection of the Goods shall be at location specified herein, unless otherwise agreed in writing. If the Goods are found at any time to be defective in material or workmanship, or otherwise not in conformance with specifications, District shall have the right, in addition to any other rights which it may have under warranties or otherwise, to reject such Goods in whole or in part. Rejected Goods shall be held at Seller's risk for a reasonable time thereafter and shall be returned or disposed of at Seller's expense. No rejected Goods shall be replaced by Seller without written instruction or authorization from District.

1.4 Changes. District shall have the right to make changes as to testing, destinations, specifications, designs, and delivery schedules. Seller shall immediately notify District of any increases or decreases in cost or delivery time caused by such changes. No adjustment in prices, schedule, or other terms shall be effective unless and until a written amendment to this Agreement is executed by the Parties.

1.5 Component Parts of the contract. The "Contract Documents" include the following:

Request for Bids
Bid Form
Statement of Qualifications/References
Information Required of Bidders
American Iron and Steel Certification
Non-Collusion Declaration Form
Anti-Lobbying Certification
Bidder's List
Debarment and Suspension Certification
Order N-6-22 Certification
Specifications
Federal Provisions (Exhibit "D")
Any other documents contained in or incorporated into the Contract

The Seller shall complete the sale in strict accordance with all of the Contract Documents.

1.6 Funding Requirements**.** Contractor shall comply with the requirements imposed on projects funded by US EPA funds, as more specifically delineated in the Funding Requirements section of the Contract Documents.

ARTICLE 2
Shipment and Delivery

2.1 All Goods shall be packed in accordance with good commercial practice to insure against damage from weather and/or and shipped in accordance with any delivery requirements set forth in Exhibit A and all regulatory requirements. On the date of shipment, Seller shall provide the District all shipping lists and the original of any bill of lading regarding the Goods placed in the possession of any consignee. Any Goods shipped by Seller or received by District not in accordance with those terms may be rejected by District without liability. District assumes no obligation for Goods shipped in excess of the quantities specified in this Agreement. District may, from time to time, change shipping schedules or direct that Seller temporarily suspend any shipments.

2.2 No charge shall be made for packing, crating, drayage or other similar costs.

2.3 All sales are F.O.B. to the location specified in Section 1.2 of this Agreement. Seller shall be fully responsible for the Goods and bear all risk of loss or damage until such Goods are delivered. Seller shall bear all risk of loss or damage to the Goods after written notice from District of its rejection or the cancellation of the Agreement.

ARTICLE 3
Compensation

3.1 Purchase Price. District shall compensate Seller for the purchase of the Goods pursuant to this Agreement in the amount set forth on the schedule attached hereto as Exhibit "B" and by this reference incorporated herein ("Purchase Price").

3.2 Payment. The Purchase Price shall be paid by District at such times set forth in Exhibit "B". District may withhold payment or a portion thereof because of defective Goods not remedied or unsatisfactory performance by the Seller. District will release any withheld funds upon Seller satisfactorily remedying the issue that resulted in the withholding. District will not pay late fees to the Seller on the compensation due Seller under the terms of this Agreement.

3.3 Federal, State and Local Taxes. All prices stated herein include, unless otherwise specified, all Federal, State or local taxes that may be levied or assessed as a result of this Agreement, or are otherwise applicable to this Agreement.

ARTICLE 4
Warranty

4.1 Warranty. In addition to all warranties which may be provided by law, Seller warrants that the Goods delivered hereunder shall, (a) be free from defect of material or workmanship and conform strictly to the specifications, drawings, or sample specified or furnished; (b) conform to drawings, plans, specifications, samples or other descriptions furnished, specified, accepted or approved by District; and (c) be merchantable and fit for the purposes intended. The warranty shall be for a period of one (1) year, or such longer period as provided by a manufacturer's warranty or as agreed to by Seller and District, from the date of final written acceptance of the Goods by District. This warranty shall survive any inspection, delivery, acceptance, or payment by District of the Goods. Seller, at its own expense, shall repair or replace, at the option of District, any defective Goods within two (2) business days, or as agreed by parties, after receipt of notice from District or within four (4) hours in case of emergency, as determined by District. Seller also warrants that the Goods are free and clear of all liens and encumbrances whatsoever, that Seller is conveying good and marketable title to same, and that Seller owns or has a valid license for any and all proprietary technology and intellectual property incorporated within the Goods. Seller agrees to indemnify, defend and hold District harmless against any and all third-party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

ARTICLE 5
Accounting, Inspection and Audit

5.1 Records. Seller shall keep and shall preserve for four (4) years after acceptance of the Goods, accurate and detailed records of all ledgers, books of account, invoices, vouchers, cancelled checks, and other documents or records evidencing or relating to the scope of this Agreement and disbursements charged to District under this Agreement (collectively, "Books and Records"). Any and all Books and Records must be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Seller under this Agreement. During such four (4) year period, Seller shall give District and its agents, during normal business hours, access to such Books and Records. District and its agents shall have the right to make copies of any of the said Books and Records.

5.2 Custody. Where District has reason to believe that any of the Books and Records required to be maintained by this Article may be lost or discarded due to dissolution or termination of Seller's business, District may, by written request, require that custody of such Books and Records be given to a person or entity mutually agreed upon and such Books and Records thereafter shall be maintained by such person or entity at Seller's expense. Access to the Books and Records shall be granted to District and its Representatives.

ARTICLE 6
Termination

6.1 Termination. District may terminate the Agreement, in whole or in part, with or without cause, upon ten (10) days written notice to Seller. Upon receipt of the termination notice, Seller shall promptly stop work unless the notice directs to the contrary. In the event District renders such written notice to Seller, Seller shall be entitled to compensation for all services properly rendered prior to the effective date of the notice. District shall be entitled to reimbursement for any compensation paid in excess of services or equipment rendered and shall be entitled to withhold compensation for defective work or equipment or other damages caused by Seller. Seller acknowledges District's right to terminate this Agreement as provided in this Article, and hereby waives any and all claims for damages that might arise from District's termination of this Agreement. Seller shall deliver to District and transfer title (if necessary) to all equipment, completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Seller shall not be entitled to payment for unperformed services, undelivered equipment, and shall not be entitled to damages or compensation for termination of work.

ARTICLE 7
California Labor Code Provisions

7.1 Prevailing Wage Rates. Seller is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Services are not being performed as part of an applicable "public works" or "maintenance" project. If it is determined that the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Seller agrees to fully comply with such Prevailing Wage Laws, if applicable. Seller shall defend, indemnify and hold District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Seller and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

7.2 Labor Certification. By its signature hereunder, Seller certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

ARTICLE 8
Project Management

8.1 Representative of Seller. [**INSERT NAME OF SELLER'S REPRESENTATIVE**] ("Seller's Representative") is hereby designated as the principal and representative of Seller authorized to act on its behalf with respect to the work and services specified herein and to make all decisions in connection herewith. Seller shall not substitute Seller's Representative without first notifying District in writing of Seller's intent. District shall have the right to review the qualifications of said substitute. If District determines said substitute Seller's Representative is unacceptable, Seller shall submit alternate candidates until District determines that substitute Seller's Representative is acceptable.

8.2 Representative of District. Steve D. Wagner, P.E., General Manager/District Engineer, is hereby designated as the representative of District and except as otherwise provided herein authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith.

ARTICLE 9
Title to Work Product

9.1 Title to Work Product. As applicable, District shall at all times retain title to all technical information, trade secrets, samples, blueprints, patterns, drawings and specifications and other materials (collectively, "Work Product") furnished, or paid for by District and intended for use in connection with this Agreement. Seller shall use such Work Product only in connection with this Agreement, and shall not disclose such Work Product to any person, firm, or corporation other than District's or Seller's employees, subcontractors, or government inspectors without the prior written consent of District, which consent may be withheld in District's sole and absolute discretion. Seller will take such steps as are necessary to perfect the ownership interest of District in the Work Product. Upon District's request or upon completion of this Agreement, Seller shall promptly return all Work Product to District.

ARTICLE 10
Insurance

10.1 Insurance. Seller agrees to procure and maintain, at Seller's expense all insurance specified in Exhibit "C" attached hereto and by this reference incorporated herein. Seller shall require all subconsultants to carry the same policies and limits of insurance that the Seller is required to maintain pursuant to this Article, unless otherwise approved in writing by District, and shall furnish separate certificates and endorsements for each subcontractor.

10.2 Failure to Procure and Maintain Insurance. If Seller fails or refuses to procure or to maintain the insurance as required by this Agreement or fails or refuses to furnish District with required proof that the insurance has been procured and is in force and paid for, District shall have the right, at District's election and upon ten (10) days' notice to Seller, to terminate this Agreement or procure and maintain such insurance. The premiums paid by District shall be treated as an amount due from Seller with interest at the rate of ten percent (10%), to be paid on the first (1st) day of the month following the date on which the premiums were paid. District shall have the right to offset any amounts District pays hereunder with amounts due Seller for services rendered pursuant to this Agreement. District shall give prompt notice of the payment of such premiums, stating the amounts paid and the names of the insurer or insurers, and interest shall run from the date of the notice.

ARTICLE 11
Indemnification

11.1 Seller's Duty to Indemnify. To the fullest extent permitted by law, Seller shall indemnify and hold the District, its officials, officers, agents, employees, representatives and authorized volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Seller, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Seller's services, or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

In addition, Seller shall defend, with counsel of District's choosing and at Seller's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by this section that may be brought or instituted against District or its officials, officers, agents, employees, representatives and authorized volunteers. Seller shall pay and satisfy any judgment, award or decree that may be rendered against District or its officials, officers, agents, employees, representatives, and authorized volunteers as part of any such claim, suit, action or other proceeding. Seller shall also reimburse District for the cost of any settlement paid by District or its officials, officers, agents, employees, representatives, or authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for District's attorney's fees and costs, including expert witness fees. Seller shall reimburse District and its officials, officers, agents, employees, representatives, and/or authorized volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Seller's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, its officials, officers, agents, employees, representatives, or authorized volunteers.

ARTICLE 12
General Provisions

12.1 Notices. All notices permitted or required under this Contract shall be given at the following address, or at such other address as the parties may provide in writing for this purpose:

GOLETA SANITARY DISTRICT:	SELLER NAME:
1 William Moffett Place Goleta, CA 93117-3901 Attn: General Manager	[**INSERT ADDRESS**] Attn: [**INSERT NAME**]

The parties may designate, in writing, other individuals to whom notice is to be given. Notices shall be deemed to be received upon personal delivery to the addresses above; if sent by overnight delivery, upon delivery as shown by delivery service records; if sent by facsimile, upon receipt as confirmed by the sending facsimile equipment; if by United States Postal Service, five days after deposit in the mail.

12.2 Notification. In the event of a problem or potential problem that could impact the quality or quantity of work, services or the level of performance under this Agreement, the Seller shall, within one (1) business day of actual knowledge of the problem or potential problem, notify District in writing and by telephone.

12.3 Separate Contracts. Seller understands that this is not an exclusive Agreement and that District shall have the right to negotiate with and enter into separate contracts with others providing the same or similar services as those provided by Seller as District desires.

12.4 Compliance with Applicable Laws. Seller shall, in the performance of this Agreement, comply with all federal, state and local laws and regulations and orders issued under any applicable law.

12.5 Disputes. If any dispute should arise between the Parties concerning the performance this Agreement, the payments to be made, or the manner of accomplishment of the work, Seller shall nevertheless proceed to perform the work as directed by District pending settlement of the dispute.

12.6 Setoffs and Counterclaims. All claims for moneys due or to become due to Seller shall be subject to deduction by District for any setoff or counterclaim arising out of this or any other of District's agreements with Seller.

12.7 No Waiver. The fact that District has made payment under this Agreement shall not be interpreted so as to imply District has inspected, approved or accepted the delivered equipment or the work which has been performed by Seller. No delay or omission in the exercise of any right or remedy by the non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Agreement.

12.8 Assignment and Subcontractors. Seller shall not assign or subcontract any portion of the work to be performed under this Agreement or any of the rights or obligations under this Agreement, without the prior written consent of District, which consent may be withheld in District's sole and absolute discretion. Any attempted assignment in violation of the provisions of this paragraph shall be void. Subject to the foregoing, this Agreement shall be binding upon the heirs, administrators, successors and assigns of District and Seller.

12.9 Independent Contractor. Seller shall act as an independent contractor in the performance of this Agreement and in no respect shall Seller be considered an agent or employee of District. No provisions of this Agreement shall be intended to create a partnership or joint venture between Seller and District and neither Party shall have the power to bind or obligate the other Party, except as expressly set forth in this Agreement.

12.10 Non-Liability of District Officials and Employees. No official or employee of District shall be personally liable to the Seller in the event of any default or breach by District or for any amount which may become due to the Seller or for any breach of the terms of this Agreement.

12.11 Conflict of Interest. The Seller warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

12.12 Confidential Information. All information gained or Work Product produced by Seller in the performance of this Agreement will be considered confidential, unless such information is in the public domain. Seller shall not release or disclose any such information or Work Product to persons or entities other than District without the prior written consent of the General Manager of District, except as otherwise required by law. Seller shall promptly notify District should Seller, or its Representatives be served summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions or other discovery request or court order from any third party regarding this Agreement and the services performed under this Agreement.

12.13 Amendment. This Agreement may not be amended except by a subsequent writing which is signed by the Parties.

12.14 Cooperation. Seller shall cooperate in the performance of work with District and all other agents.

12.15 Incorporation of Recitals. The Recitals and section titles set forth herein are incorporated herein and are an operative part of this Agreement.

12.16 Governing Law, Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The Parties agree that any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the federal or state courts located in Los Angeles, California, and the Parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding

12.17 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, each Party shall pay its own attorneys' fees.

12.18 Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, then the Parties agree that such invalidity or unenforceability shall have no effect whatsoever on the balance of this Agreement.

12.19 Counterparts. This Agreement may be signed and delivered in any number of counterparts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.

12.20 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and any agreement or representation with respect to the same or the obligations of either Party with respect to the same which is not expressly provided in this Agreement or in a written document which is signed by the Party to be charged, shall be null and void.

12.21 Time is of the Essence. Time shall be of the essence as to all dates and times of performance contained in this Agreement. If deliveries are not made at the time agreed upon, District reserves the right to cancel or to purchase elsewhere, and hold Seller accountable therefor. Seller shall be liable to District for any loss or damage caused by Seller's failure to make timely delivery and/or installation of the Goods (equipment), including, without limitation, consequential and incidental damages and costs of obtaining replacement Goods (equipment).

12.22 Authority to Execute. Each Party represents and warrants to the other Party that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.

12.23 Binding on Successors. All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.

12.24 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

12.25 Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than District and the Seller.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the first day date above written.

GOLETA SANITARY DISTRICT	**[INSERT SELLER NAME]:**
By: ______________________________	By: ______________________________

______________________________	______________________________ (Authorized Representative of Seller)
Printed Name: ______________________	Printed Name: ______________________
Title: ______________________________	Title: ______________________________
Dated: ______________________________	Dated: ______________________________

PURCHASE AGREEMENT EXHIBIT LIST

EXHIBIT “A” – Goods Specification & Schedule (From RFB Response Package)

EXHIBIT “B” – Compensation (Bid Form)

EXHIBIT “C” – Insurance Requirements

EXHIBIT “D” – Federal Provisions

EXHIBIT “A” – Goods Specification & Schedule (From RFB Response Package)

EXHIBIT "B" – Compensation (Bid Form)

EXHIBIT "C" – Insurance Requirements

1.1.1.1 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Seller, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Seller agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than $1,000,000 per occurrence and no less than $2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than $1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

1.1.1.2 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Seller shall provide endorsements on forms approved by the District to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The District, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Seller; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Seller shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the District except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the District except ten (10) days shall be allowed for non-payment of premium.

(C) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the District except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the District, its officials, officers, employees, agents, and volunteers.

1.1.1.3 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the District, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

1.1.1.4 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the District, its officials, officers, employees, agents, and volunteers or shall specifically allow Seller or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Seller hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

1.1.1.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the District and shall protect the District, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

1.1.1.6 Evidence of Insurance. The Seller, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the District, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the District for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the District. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Seller shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the District evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

1.1.1.7 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

1.1.1.8 Enforcement of Agreement Provisions (non estoppel). Seller acknowledges and agrees that actual or alleged failure on the part of the District to inform Seller of non-compliance with any requirement imposes no additional obligation on the District nor does it waive any rights hereunder.

1.1.1.9 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

1.1.1.10 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Seller, and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Seller pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Seller or District will withhold amounts sufficient to pay premium from Seller payments. In the alternative, District may cancel this Agreement.

(C) The District may require the Seller to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the District nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Seller from liability in excess of such coverage, nor shall it limit the Seller's indemnification obligations to the District and shall not preclude the District from taking such other actions available to the District under other provisions of the Agreement or law.

(F) Seller shall report to the District, in addition to Seller's insurer, any and all insurance claims submitted by Seller in connection with the Services under this Agreement.

EXHIBIT “D” – FEDERAL FUNDING REQUIREMENTS

The procurement the Batteries will be funded in whole or in part by grant funding from the U.S. Environmental Protection Agency Community Grants Program through the US EPA.

The District’s Community Grant Program Agreement – ____________________ (Grant Number _____________) (the, “US EPA Grant Agreement”) with the U.S. Environmental Protection Agency is incorporated into this Contract by reference and is on file at the District’s principal office and will be made available to interested parties upon request. Contractor (Seller) shall comply, cooperate and assist the District in complying, with all requirements in and arising out of the US EPA Grant Agreement.

Contractor shall comply with all applicable funding requirements including, but not limited to, the following, all of which are expressly incorporated herein by reference:

- 2 CFR Subtitle A, Chapter II, Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Financial Assistance”
- US EPA Community Grant Program Grant Agreement Requirements attached hereto as Attachment 1
- Federal Funding Contract Provisions attached hereto as Attachment 2

With respect to any conflict between the Federal Funding Requirements and the Contract Documents and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

EXHIBIT "D" - ATTACHMENT 1

U.S. EPA COMMUNITY GRANT PROGRAM GRANT AGREEMENT REQUIREMENTS

Contractor (a.k.a. "seller") shall comply with applicable funding requirement from the US EPA Grant Agreement including, but not limited to, the following:

1. **General Terms and Conditions.**

Contractor agrees to comply with the current US EPA general terms and conditions available at: https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2024-or-later. The US EPA general terms and conditions are hereby incorporated by reference as though set forth in full text. Contractor is responsible for complying will all applicable statutes, regulations, and agency requirements along with ensuring their Subcontractors are aware of and comply with the same, including, but not limited to, the following:

2. **Programmatic Conditions.**

   a. **Right of Access**

EPA will have access to all records including fiscal, procurement, and engineering data and files which are pertinent to the assistance agreement, and EPA may conduct site visits and inspections related to progress of the assistance agreement workplan activities.

   b. **Cybersecurity Condition**

When collecting and managing environmental data under this assistance agreement, Contractor will protect the data by following all applicable State cybersecurity requirements.

If the Contractor's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange:

- EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT systems and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

   c. **Federal Cross-cutting Requirements/Other Applicable Federal Laws**

Contractor must comply with federal cross-cutting requirements as well as other applicable federal laws as provided in EPA's Community Grants Program Final Implementation Guidance, October 2022.

d. American Iron and Steel (AIS)

AIS requirements apply to State Revolving Fund assistance agreements signed on or after January 17, 2014, including all treatment works projects funded by a CWSRF assistance agreement and all public water system projects funded by a DWSRF assistance agreement signed on or after January 17, 2014. Based on the FY 2023 Consolidated Appropriations Act directive Congressional language ("Applicable Federal requirements that would apply to a Clean Water State Revolving Fund or Drinking Water State Revolving Fund project grant recipient shall apply to a grantee receiving a CPF grant under this section"), AIS requirements apply to this Contract.

(a) Definitions. As used in this award term and condition—

(1) "iron and steel products" mean the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(2) "steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) Domestic preference.

(1) This award term and condition requires that all iron and steel products used for a project for the construction, alteration, maintenance or repair of a public water system or treatment work are produced in the United States except as provided in paragraph (b)(2) of this section and condition.

(2) This requirement shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency finds that—

(i) applying the requirement would be inconsistent with the public interest;

( ) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(i) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(3) The Build America, Buy America (BABA) Act requirements do not supersede the AIS requirements, and both provisions still apply and work in conjunction. Compliance with AIS requirements meets the BABA requirements for iron and steel.

(c) Request for a Waiver under (b)(2) of this section

(1) Any recipient request to use foreign iron or steel products in accordance with paragraph (b)(2) of this section shall include adequate information for federal Government evaluation of the request, including—

(i) A description of the foreign and domestic iron, steel, and/or manufactured goods;
(ii) Unit of measure;
(iii) Quantity;
(iv) Cost;
(v) Time of delivery or availability;
(vi) Location of the project;
(vii) Name and address of the proposed supplier; and
(viii) A detailed justification of the reason for use of foreign iron or steel products cited in accordance with paragraph (b)(2) of this section.

(2) If the Administrator receives a request for a waiver under this section, the waiver request shall be made available to the public for at least 15 days prior to making a finding based on the request.

(3) Unless the Administrator issues a waiver of this term, use of foreign iron and steel products is noncompliant with P.L. 117-103 and the Explanatory Statement for Division G of P.L. 117-103.

(d) This term and condition shall be applied in a manner consistent with United States obligations under international agreements.

e. Build America, Buy America Act

This term and condition supplements the "Build America, Buy America" term and condition included in EPA's General Terms and Conditions.

(a) Definitions.

As used in this award term and condition —

(1) "Construction materials" includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

(2) "Domestic content procurement preference" means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

(3) “Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

(4) “Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

b) Domestic Preference.

This term and condition implements the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, including Build America, Buy America Act, Pub. L. No. 117-58, §§70901-52. None of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials (excluding cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives) are manufactured in the United States. All manufacturing processes for the construction material occurred in the United States.

(4) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

(c) Waiver Request.

(1) When necessary, recipients may apply for a waiver from these requirements.

(2) A request to waive the application of the domestic content procurement preference must be in writing and submitted following the waiver instructions at [https://www.epa.gov/cwsrf/build-america-buy-america-baba.](https://www.epa.gov/cwsrf/build-america-buy-america-baba)

(3) Waiver requests are subject to public comment for at least 15 days prior to making a finding based on the request.

(4) Waiver requests are subject to review by the Office of Management and Budget's Made in America Office.

(5) There may be instances where an award qualifies, in whole or in part, for an existing waiver described at https://www.epa.gov/cwsrf/build-america-buy-america-baba-approved-waivers.

(6) The U.S. Environmental Protection Agency may grant a waiver based upon one of the exceptions as established in Section 70914(b) of the Infrastructure Investment and Jobs Act and further described in the Office of Management and Budget Memorandum M-22-11.

(7) Any recipient waiver request to use foreign iron, steel, manufactured products, and/or construction materials in an infrastructure project shall include adequate information for the Federal Government evaluation of the request, including—

i. The Federal Award Identification Number (FAIN);
ii. Location and description of the project;
iii. Total cost of infrastructure expenditures, including federal and non-federal funds;
iv. List of iron or steel item(s), manufactured products, and construction material(s) proposed to be excepted from Buy America requirements, including name, cost, country (ies) of origin (if known), relevant Product Services Code (PSC) and North American Industry Classification System (NAICS) code for each, unit of measure, quantity, time of delivery or availability, and name and address of the proposed supplier;
v. A detailed justification of the reason for use of foreign iron, steel, manufactured products, and/or construction materials;
vi. Anticipated impact if no waiver is issued; and
vii. A certification that the federal official or assistance recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.

(8) Unless a waiver applies, use of foreign iron, steel, manufactured products, and/or construction materials that are consumed in, incorporated into, or affixed to an infrastructure project is noncompliant with this term and condition pursuant to the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, including Build America, Buy America Act, Pub. L. No. 117-58 §§70901-52.

(d) Waiver Evidence Submission.

(1) Maintain documentation of any use of materials which are considered de minimis and are covered by an existing waiver (e.g. miscellaneous, generally low-cost products that are essential for construction and are incorporated into the physical structure of the project) with grant project files for a period of three years from the date of submission of the final expenditure report, in accordance with 2 CFR 200.334.

(2) If recipient seeks coverage under an existing BABA waiver, recipient agrees to submit available evidence to the EPA project officer to support such a determination as identified in the BABA waiver. Recipient shall maintain this evidence with grant project files for a period of three years from the date of submission of the final expenditure report, in accordance with 2 CFR 200.334.

EXHIBIT "D" - ATTACHMENT 2

1. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.327)

(a) Appendix II to Part 200 (A) - Remedies: The parties shall comply with the administrative, contractual, or legal remedies in the Contract Documents for when the Contractor violates or breaches the Contract terms and shall comply with the applicable sanctions and penalties as appropriate in the Contract.

(b) Appendix II to Part 200 (B) - Termination for Cause/Convenience. The parties shall comply with the termination for cause provision and the termination for convenience provision in the Contract Documents.

(c) Appendix II to Part 200 (C) – Equal Employment Opportunity: Since the Contract meets the definition of a "federal assisted construction contract" in 41 CFR § 60-1.3, Contractor agrees as follows during the performance of the Contract:

(i) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

(d) Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(e) The District further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the District so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Construction Contract.

(f) The District agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of the Contractor and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

(g) The District further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the District agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part the grant (contract, loan, insurance, guarantee) for this project; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(h) Appendix II to Part 200 (D), (E) – Davis-Bacon Act; Contract Work Hours and Safety Standards Act: Contractor shall comply with 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis- Bacon Act, the Contract Work Hours and Safety Standards Act, the Copeland Anti-Kickback Act), which are incorporated into the Contract by this reference.

(i) Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:

(i) If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Federal awarding agency.

(ii) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(j) Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: The Contractor shall comply with the following:

(i) Pursuant to the Clean Air Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection District Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding $150,000.

(ii) Pursuant to the Federal Water Pollution Control Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding $150,000.

(k) Appendix II to Part 200 (H) – Debarment and Suspension:

(i) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(ii) Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(iii) This certification is a material representation of fact relied upon by District. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(iv) Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the Contract. The Contractor further agrees to include a provision requiring such compliance in its subcontracts.

(v) Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Contractor also agrees to verify that all subcontractors performing work under this Contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Contractor further agrees to notify the District in writing immediately if Contractor or its subcontractors are not in compliance during the term of this Contract.

(l) Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act:

(i) Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(m) Appendix II to Part 200 (J) – §200.323 Procurement of Recovered Materials:

(i) Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.

(ii) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

(iii) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, **https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program**.

(iv) Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

(n) Appendix II to Part 200 (K) – §200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

(i) Contractor shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Contract. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(ii) See Public Law 115-232, section 889 for additional information.

(o) Appendix II to Part 200 (L) – §200.322 Domestic Preferences for Procurement:

(i) Contractor shall, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts.

(ii) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(p) Contracting with Small Businesses, Minority Businesses, Women's Business Enterprise, Veteran-owned Businesses, and Labor Surplus Area Firms (2 c.f.r. § 200.321)

(i) Contractor shall be subject to 2 C.F.R. § 200.321 and, when possible, should ensure that that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered.

(ii) Such consideration means:

(1) These business types are included on solicitation lists;

(2) These business types are solicited whenever they are deemed eligible as potential sources;

(3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;

(4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; and

(5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(iii) Contractor shall submit evidence of compliance with the foregoing when requested by BWD.

(q) Reporting Waste, Fraud and Abuse. 2 CFR 200.113

(i) Consistent with 2 CFR 200.113, the recipient and any subrecipients of this award must promptly report in writing whenever there is credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733) to the EPA Project Officer, the pass-through entity (if applicable), and the EPA Office of Inspector General (OIG). The methods to contact the EPA OIG are (1) online submission via the EPA OIG Hotline Complaint Page 43 of 44 Form; (2) email to OIG_Hotline@epa.gov; (3) phone 1-888-546-8740; or (4) mail directed to Environmental Protection Agency, Office of Inspector General, 1200 Pennsylvania Avenue, N.W. (2410T), Washington, DC 20460.

(ii) Recipients and subrecipients are also required to report matters related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

AGENDA ITEM #3

AGENDA ITEM: 3

MEETING DATE: December 1, 2025

I. NATURE OF ITEM

Consideration of a Fourth Contract Amendment for Engineering Services During Construction by Hazen and Sawyer for the Biosolids and Energy Strategic Plan Phase 1 Construction Project

II. BACKGROUND INFORMATION

The District hired Hazen and Sawyer (Hazen) to perform Engineering Services During Construction (ESDC) for the BESP Phase 1 project. For ease of purchase order tracking, the ESDC scope was added to the original Design Services Agreement with Hazen as Contract Amendment 2 in the amount of $499,446 in May 2023. Contract Amendment 3 was executed in the amount of $33,652 July 2023, so that Hazen's Mitigation Services subconsultant, Dudek, could contract cultural monitoring by Tribal entities.

As previously reported to the Board, the original eighteen-month construction period for the BESP Phase 1 Project has been extended by ten months, and the revised project completion date is now February 2026. As a result of the prolonged construction, Hazen has submitted a request for additional funds for ESDC and mitigation services through project completion. Although the construction period for the project is expected to extend into 2026, Hazen has maintained their 2023 billing rates for this request. The additional funds being requested are for ESDC in the amount of $69,679 and for Mitigation Services in the amount of $28,145 for a total contract amendment amount of $97,823.

III. COMMENTS AND RECOMMENDATIONS

Staff is requesting that the Board authorize the General Manager to execute an amendment to the existing Design and Engineering Services Agreement with Hazen and Sawyer in the amount of $97,823. The total not-to-exceed contract amount will increase from $1,735,998 to $1,833,821.

IV. REFERENCE MATERIAL

Contract Amendment 4 Letter from Hazen and Sawyer, dated November 3, 2025

Hazen

November 3, 2025

Steve Wagner, PE
General Manager/District Engineer
Goleta Sanitary District
One William Moffett Place
Goleta, CA 93117

Re: Biosolids and Energy Phase 1 Design and Engineering Services – Amendment 4

Dear Mr. Wagner:

As a part of the Biosolids and Energy Phase 1 construction project, Hazen is providing services during construction. The construction period has been protracted, which has resulted in additional effort for Hazen beyond the original budget. The level of effort was developed assuming a project duration of 18 months. To date, the project has lasted 28 months. This amendment is intended to provide sufficient budget to complete the project, assuming the current projected completion date of February 2026.

The requested budget is shown in Table 1. Engineering services during construction was estimated using the average expenditure over the past five months. Mitigation services during construction includes producing a monitoring report and providing additional WEAP trainings and monitoring. In addition, this includes producing the data recovery report.

The budget presented uses the same billing rates that have been used for the duration of the project; Hazen has not raised billing rates.

1008-399

Hazen

Table 1. Level of Effort for Amendment 4

Task	Description	Budget	Spent to Date	Estimate to Complete	Budget Remaining	Amendment 4
Phase 1 Design and Engineering Services						
1	Project Management	$99,200	$99,200	$0.00	---	---
2	Data Acquisition	$70,119	$70,119	$0.00	---	---
3	Regulatory/Permitting	$328,481	$328,481	$0.00	---	---
4	Grant Funding	$10,600	$10,600	$0.00	---	---
5	Plans and Specifications	$674,200	$674,200	$0.00	---	---
6	Bid Phase Services	$20,300	$20,300	$0.00	---	---
	Subtotal	**$1,202,900**	**$1,202,900**	**$0.00**	**$0.00**	**$0.00**
Engineering Services During Construction						
7	Conformed Documents	$12,340	$6,807	$0	---	---
8	Inspection Visits	$23,280	$2,726	$0	---	---
9	Construction Meetings	$20,940	$22,371	$0	---	---
10	Submittal Review	$188,786	$283,650	$0	---	---
11	Requests for Information Response	$77,077	$51,809	$40,529	---	---
12	Change Order Request Responses	$35,100	$19,312	$0	---	---
13	Record Drawings	$35,483	$0	$35,483	---	---
	Subtotal	**$393,006**	**$386,673**	**$76,012**	**$6,334**	**$69,679**
Mitigation Services During Construction						
14	Mitigation Services	$140,092	$133,485	$34,752	$6,607	$28,145
	Subtotal	**$140,092**	**$133,485**	**$34,752**	**$6,607**	**$28,145**
	Total of All Services	**$1,735,998**	**$1,723,057**	**$110,764**	**$12,941**	**$97,823**

Should you have any questions, please contact me at 510-499-7466 or via e-mail at rmerlo@hazenandsawyer.com

Sincerely,

Rion Merlo, Ph.D., PE, PMP
Project Manager

GENERAL MANAGER'S REPORT

GOLETA SANITARY DISTRICT
GENERAL MANAGER'S REPORT

The following summary report describes the District's activities from November 18, 2025, through December 1, 2025. It provides updated information on significant activities under three major categories: Collection System, Treatment/Reclamation and Disposal Facilities, and General and Administration Items.

1. COLLECTION SYSTEM REPORT

LINES CLEANING

Staff has been conducting routine lines cleaning in the area of Stow Canyon Road and North Fairview Avenue, and other locations throughout the District, as they work to close out open sections/work orders. Staff has also been conducting priority lines cleaning throughout the District.

CCTV INSPECTION

Staff has been conducting routine Closed-Circuit Television (CCTV) inspections in the area of Poinsettia Way and Cathedral Oaks Road, and other locations throughout the District as they work to close out open sections/work orders. Staff has also been conducting priority CCTV inspections throughout the District.

REPAIR AND MAINTENANCE

The District's Vactor combination sewer cleaning truck is currently out of service due to an air leak within the air brake system. The leak was detected during the truck's 90-day inspection, as required by the Department of California Highway Patrol's Basic Inspection of Terminals (BIT) Program. Staff is working on scheduling a mechanic to confirm the source of the leak and complete the repair. The District's Vactor RamJet hydro jetting sewer cleaning truck is in service. Staff has contacted Goleta West Sanitary District staff in case mutual aid assistance is required.

Ayala Engineering rehabilitated two manholes on November 24, 2025. The work involved repairing the interior of the manholes with mortar mix and then applying an epoxy coating. One of the manholes is located within The Steward Hotel parking lot at 5490 Hollister Avenue. The other manhole is located in the Project Connect work site on Hollister Avenue at Highway 217 and Ward Drive. A new roundabout will be constructed in this area. The manhole is located in an area currently closed to traffic, and project plans show that this manhole will end up in the center landscaped area of the roundabout that is currently under construction. Two additional upstream manholes located within this roundabout were previously rehabilitated, using the same products this past May, when that area was closed to traffic.

Work has paused on the City of Goleta's 2025 Arterial Pavement Project within the District. Staff will follow up to get a schedule update. There are approximately 32 manholes and cleanouts to be adjusted. Granite Construction will be adjusting the District's frames and covers as part of this paving project. Staff is coordinating with the City of Goleta and Granite Construction staff and providing replacement frames and covers as needed.

MARIA YGNACIO CREEK FISH PASSAGE PROJECT

Lone Star Engineering continues construction on South Coast Habitat Restoration's project to restore fish passage in Maria Ygnacio Creek at South Patterson Avenue, where it flows into Atascadero Creek. As previously reported Lone Star Engineering has fully encased in concrete a 50-foot section of the District's 12-inch sewer main that is located in the Maria Ygnacio Creek bed. The work to backfill the creek bed with rock and boulders is complete. Staff performed a CCTV inspection following the rain storms and did not find any change in the condition of the pipe.

WINTER STORM PREPARATIONS

Staff has begun winter storm preparation activities. Staff began inspections of the sewer main creek crossings during the recent rain event. Staff will continue brush clearing as needed as they check the creek crossings and easement areas. Staff has also confirmed that emergency equipment is in place and operational. Staff will be reaching out to other agencies to update the mutual aid contact list as needed.

2. TREATMENT, RECLAMATION AND DISPOSAL FACILITIES REPORT

Plant flows for the month of November 2025 averaged 6.65 million gallons a day (MGD). The Reclamation Plant is offline due to rain and the Goleta Water District not pulling water.

Construction of the BESP Phase 1 project continues with the power and control lines for the 24-inch Primary Effluent line connection to Biofilter #1. The Heat Loop is almost ready to be reinstalled and connected to the Boiler system. The second pour of grout backfill has taken place for the Digester #4 equipment pad.

Work continues on the Hach ammonia probes at the aeration basin. The Maintenance Department has installed the replacement probes, and the probes are now online. Hach came to the District and trained staff on the probe operation. Conex boxes have been ordered for additional storage.

3. GENERAL AND ADMINISTRATIVE ITEMS

Financial Report

The District account balances as of December 1, 2025, shown below, are approximations to the nearest dollar and indicate the overall funds available to the District at this time.

Operating Checking Accounts:	$ 1,148,112
Investment Accounts (including interest earned):	$ 43,304,060
Total District Funds:	$ 44,452,172

The following transactions are reported herein for the period 11/18/2025 – 12/01/2025

Regular, Overtime, Cash-outs, and Net Payroll:	$ 262,111
Claims:	$ 430,625
Total Expenditures:	$ 692,736
Total Deposits:	$ 866,252

Transfers of funds:

LAIF to Community West Bank Operational (CWB):	$	- 0 -
CWB Operational to CWB Money Market:	$	- 0 -
CWB Money Market to CWB Operational:	$	- 0 -
CWB Operational to CA-Class Investment Account	$	- 0 -
CA-Class Investment Account to CWB Operational	$	- 0 -

The District's investments comply with the District's Investment Policy adopted per Resolution No. 16-606. The District has adequate funds to meet the next six months of normal operating expenses.

Local Agency Investment Fund (LAIF)
LAIF Monthly Statement – Previously reported.
LAIF Quarterly Report – Previously reported.
PMIA/LAIF Performance – Previously reported.
PMIA Effective Yield – Previously reported.

Community West Bank (CWB)
CWB Money Market and ICS Accounts – Previously reported.

CA-Class Investment Account
CA-Class Investment Account – Previously reported.

Deferred Compensation Accounts
CalPERS 457 Deferred Compensation Plan – Previously reported.
Lincoln 457 Deferred Compensation Plan – Previously reported.

Personnel
Our onboarding efforts continue for the four new employees and the newly-appointed board member.

Future Agenda Items
- 2025 Audit Report
- HR Policy Revisions
- Sewer Service Rate Study Financial Plan
- Employee Compensation and Benefit Survey
- Draft Strategic Plan

DISTRICT CORRESPONDENCE

Board Meeting of December 1, 2025

Date:	**Correspondence Sent To:**
1. 11/14/2025	Steve Nuhn Cearnal Collective **Subject:** Sewer Service Availability Proposed Sewer Service Connection for a proposed project of 20 Residential Units APN 071-090-065 at 5638 Hollister Avenue **Owner**: 5638 Hollister, LLC

Hard Copies of the Correspondence are available at the District's Office for review