

**AGREEMENT BETWEEN THE WINDSOR WATER DISTRICT AND THE SONOMA
COUNTY WATER AGENCY REGARDING WASTEWATER COLLECTION AND
TREATMENT**

This Agreement Regarding Wastewater Collection and Treatment (this “Agreement”) is entered into as of _____, 2024 (the “Effective Date”) by and between the Windsor Water District (“Windsor”) and the Sonoma County Water Agency (“Sonoma Water”). Windsor and Sonoma Water may each be referred to herein as a Party or collectively as the Parties.

A. Sonoma Water is a special district created pursuant to the Sonoma County Flood Control and Water Conservation District Act. Sonoma Water collects, treats, and recycles wastewater from various areas in Sonoma County, including the Airport-Larkfield-Wikiup Sanitation Zone (“ALWSZ”).

B. Windsor is a dependent special district of the Town of Windsor, with the authority to provide water and wastewater services. Windsor collects and treats wastewater within the boundaries of the Town of Windsor.

C. Sonoma Water’s ALWSZ Wastewater Treatment Facility (“ALWSZ Treatment Plant”) is approaching the end of its operational lifetime, and would require substantial financial investment to extend its operational life.

D. Windsor’s Water Reclamation Facility (“WRF”) has enough excess rated capacity to fully treat all wastewater flows and loadings from ALWSZ. In addition, the WRF is currently undergoing modernization projects that will also increase its capacity, in addition to other improvements. However, Windsor does not have adequate storage facilities to accommodate the reclaimed water produced by the WRF as part of the Wastewater treatment process. This results in Windsor currently discharging approximately a third of the recycled water produced by the WRF into Mark West Creek, which is part of the Laguna De Santa Rosa and is designated as an impaired waterway.

E. Windsor and Sonoma Water have cooperated to transfer, store and dispose of treated wastewater on a mutual-aid basis for many years, including in accordance with the Agreement Regarding the Ownership, Construction, Operation, and Maintenance of Wastewater Facilities to Permit the Transfer, Storage, and Disposal of Treated Wastewater on a Mutual-Aid Basis and Agreement Regarding the Transfer and Use of Recycled Water (“Prior Agreements”). Transfers between Windsor and Sonoma Water are recognized and regulated by the North Coast Regional Water Quality Control Board, including in Order R1-2020-0010.

F. The need to make substantial financial investment in the ALWSZ Treatment Plant to extend its operational life, and the need to identify additional storage facilities for the WRF, has necessitated Windsor and Sonoma Water entering into a more comprehensive and permanent arrangement. The capital investment needed to send untreated wastewater from the ALWSZ Treatment Plant to the WRF would be approximately \$2.8 million, significantly less than the estimated cost to extend the operational life of the ALWSZ Treatment Plant.

G. The Parties desire to enter into an agreement whereby Windsor is responsible for collecting and treating wastewater from the ALWSZ on a contractual basis and is able to transfer and store recycled water from the WRF in recycled water storage ponds owned by Sonoma Water and located within the ALWSZ. There are existing pipelines that connect the ALWSZ Wastewater System to the Windsor Wastewater System that will facilitate this arrangement, and the Parties plan to construct a new intertie pipeline connection (“Intertie Connection”) to link the two systems on a more permanent and efficient basis. The responsibilities and duties of the Parties will differ before and after the Intertie Connection is completed. The existing recycled water uses will not be altered by this Agreement. The Parties have entered into a separate agreement regarding the construction and funding of the Intertie Connection.

I. The Parties have determined that this Agreement will serve the best interests of the ratepayers of both Windsor and the ALWSZ by providing environmental benefits, increasing efficiency and water-supply resiliency, and avoiding expensive capital projects that would otherwise be necessary absent the Agreement.

J. The Parties desire to enter into this agreement to establish the respective rights, obligations, and duties of the parties regarding the collection and treatment of wastewater from the ALWSZ and other related issues. This Agreement supersedes and replaces any other agreement between the Parties regarding the matters discussed herein, including the Prior Agreements.

NOW, THEREFORE, in consideration of the recitals hereof and the mutual promises and covenants set forth in this Agreement, the Parties agree as follows:

1. Recitals.

The above recitals are true and correct and are incorporated herein.

2. Definitions

2.1 “Applicable Laws” means all federal, state, local rules, regulations, statutes, ordinances, and policies applicable to the subject matter contained in this Agreement.

2.2 “ALWSZ” means Sonoma Water’s Airport-Larkfield-Wikiup Sanitation Zone.

2.3 “ALWSZ Treatment Plant” means the wastewater treatment plant, and accessory structures, buildings, facilities, stationary and non-stationary equipment, devices and systems, owned by Sonoma Water and located at 800 Aviation Blvd. Santa Rosa, CA.

2.4 “ALWSZ Wastewater System” means the wastewater collection, treatment, storage, and recycling facilities, including but not limited to pipelines, pumps, and accessory structures, buildings, facilities, equipment, and devices, owned and operated by Sonoma Water within the ALWSZ area.

2.5 "Capital Costs" means all expenses necessarily and actually incurred to provide new equipment, structures or facilities which create new capacity or enhance operational characteristics over those of existing facilities or which otherwise augments capabilities to collect, transmit, treat and dispose of Wastewater, the costs of which are depreciable capital expenditures. Capital Costs include but are not limited to the costs incurred to construct: (i) any projects or upgrades required to comply with the existing NPDES Permit or any future permits; and (ii) any projects or upgrades required to comply with Applicable Laws.

2.6 "Fiscal Year" means the period commencing on July 1st of each year and terminating on the next succeeding June 30th.

2.7 "Intertie Connection" means the proposed intertie connection pipeline to connect the Windsor Wastewater System and the ALWSZ Wastewater System, as shown in Exhibit A, attached hereto and incorporated herein.

2.8 "NPDES Permit" means a National Pollutant Discharge Elimination System permit issued by the North Coast Regional Water Quality Control Board.

2.9 "Sonoma Water" means the special district created pursuant to the Sonoma County Flood Control and Water Conservation District Act.

2.10 "Recycled Water", also known as "Tertiary-Treated Recycled Water", means wastewater that has been treated to disinfected tertiary recycled water standards as set forth in Title 22, Division 4, Chapter 3 of the California Code of Regulations, as may be amended from time to time.

2.11 "Town" means the Town of Windsor.

2.12 "Undisinfected Secondary-Treated Recycled Water" means wastewater that has been treated to undisinfected secondary recycled water standards as set forth in Title 22, Division 4, Chapter 3 of the California Code of Regulations, as may be amended from time to time.

2.13 "Secondary Effluent" means wastewater treated to the level equal to or greater than outlined in 40 CFR Part 133 §133.102.

2.13 "Wastewater" means used water from any combination of domestic, industrial, commercial sources, including any sewer inflow or sewer infiltration.

2.14 "Windsor" means the Windsor Water District, which is a dependent special district of the Town of Windsor with the authority to provide water and wastewater services.

2.15 "Windsor Wastewater System" means the wastewater collection, treatment, storage, and recycling facilities, including but not limited to pipelines, pumps, and accessory structures, buildings, facilities, equipment, and devices, owned operated by the Windsor Water District.

2.16 “WRF” means the Water Reclamation Facility of the Windsor Water District.

3. Term

The term of this Agreement (the “Term”) shall commence fourteen (14) days after the Effective Date or July 1, 2024, whichever is later, and shall continue until June 30, 2034, unless sooner terminated as provided for herein. Thereafter, the term shall continue until terminated by either Party upon two (2) years prior written notice.

4. Pre-Intertie Connection Operations

Section 4 shall apply from the commencement of the Term until one hundred eighty-two (182) calendar days after the Windsor records the Notice of Completion for the Intertie Connection, unless the Parties agree to a different date in writing.

4.1 Wastewater Collection

a. Sonoma Water shall have complete responsibility for the collection of Wastewater from retail customers in the ALWSZ and the transfer of Secondary Effluent to Windsor. Sonoma Water shall transfer the Secondary Effluent using existing pipelines currently in place between the Parties. The point of discharge into the Windsor Wastewater System shall occur at the existing Windsor jurisdiction boundary, as shown in Exhibit B, attached hereto and incorporated herein. Windsor shall be responsible for the transfer of Secondary Effluent received from Sonoma Water to the WRF.

b. Unless otherwise expressly agreed to in writing by Windsor, Sonoma Water may only discharge water generated within ALWSZ to the Windsor Wastewater System, with the exception of hauled waste from the Occidental County Sanitation District and other hauled waste from entities with which Sonoma Water has a mutual aid agreement as of the Effective Date.

c. Prior to approving any new sewer connections within the ALWSZ, Sonoma Water shall notify Windsor as soon as practicable and coordinate with Windsor regarding any related issues, such as an anticipated change in the characteristics of the wastewater effluent discharged to the Windsor Wastewater System.

d. Sonoma Water shall remain completely responsible for the operation, maintenance, repair, replacement, renovation, and management of ALWSZ Wastewater System, including but not limited to the collection system, all pipelines, mains, and pumps, as well as the ALWSZ Treatment Plant, at its sole cost and expense. For the purposes of this Agreement, operation and maintenance includes, but is not limited to, the authority to make all requisite decisions related to such matters including funding for labor, services, materials, parts, equipment, administration, management and other overhead expenses inherent in operations and maintenance activities.

4.2 Wastewater Treatment

Windsor shall accept all Wastewater discharged by Sonoma Water that complies with the terms and conditions set forth in this Agreement and shall cause such Wastewater to be transported to the WRF. Windsor shall be responsible for the treatment and discharge as treated effluent of all Wastewater received from ALWSZ pursuant to Section 4.1. Windsor shall treat and discharge such wastewater using such processes as it deems appropriate, in compliance with all Applicable Laws and permits, including those from the North Coast Regional Water Quality Control Board.

4.3 Storage Ponds

Sonoma Water owns the following storage treatment ponds (the “Treatment Ponds”): Treatment Ponds 1, 2, 3 and Settling Ponds 1 and 2. Sonoma Water also owns the following Tertiary Storage Ponds (the “Tertiary Storage Ponds”): North Pond, South Pond, and Site D (Oceanview). The locations of the Treatment Ponds and Tertiary Storage Ponds, are identified in Exhibit B, attached hereto and incorporated herein.

a. Sonoma Water shall be responsible for the operation, maintenance, minor repair, and management of all Treatment Ponds.

b. Windsor shall be responsible for the management of all Tertiary Storage Ponds. Windsor shall assume responsibility and liability for compliance related to tertiary storage pond management, which includes the responsibility for maintaining appropriate freeboard, addressing odor complaints, addressing algae growth, and vector control and abatement, if needed. Without limiting the foregoing, Windsor shall not be responsible for maintenance, repair, or renovation of the Tertiary Storage Ponds or levees, which shall be the responsibility of Sonoma Water. Sonoma Water shall also be responsible for complying with the Division of Dam Safety Requirements (DSOD) regarding levee maintenance.

c. Sonoma Water shall, at its sole costs and expense, be responsible for all necessary capital repair and replacement of the Treatment Ponds and Tertiary Storage Ponds.

d. Windsor shall have the right to discharge and transfer to the Tertiary Storage Ponds any Wastewater treated at the WRF, including Wastewater originating from users outside of the ALWSZ, subject only to the capacity of the Tertiary Storage Ponds. Windsor shall ensure its treated effluent meets the standards required by all Applicable Laws and permits, including those from the North Coast Regional Water Quality Control Board for transfer into the Tertiary Storage Ponds.

4.5 Site Security.

Sonoma Water shall be solely responsible for maintaining the security of, and access to, the ALWSZ Treatment Plant and all pump stations connected to the ALWSZ Wastewater System. Windsor shall comply with all security directives given by Sonoma Water.

5. Post-Intertie Connection Operations

Section 5 shall apply from one hundred eighty-two (182) calendar days after Windsor records the Notice of Completion for the Intertie Connection unless the Parties agree to a different date in writing, until the termination of this Agreement.

5.1 ALWSZ Wastewater System.

Windsor shall be responsible for the maintenance, repair, replacement, operation, and management of ALWSZ Wastewater System, including:

- a. The collection system, including all pipelines, cleanouts, manholes, force mains and pump stations.
- b. The ALWSZ Treatment Plant;
- c. All Treatment Ponds; and
- d. All Tertiary Storage Ponds.

As part of its responsibility over the ALWSZ Wastewater system, Windsor shall be responsible for responding to spills, regulatory compliance and reporting requirements, and compliance with DSOD requirements. Sonoma Water shall maintain responsibility for all sewer service charge billings and fee collection, subject to the requirements herein. Windsor shall provide all information necessary to Sonoma Water to collect monitor user fees.

5.2 Wastewater Collection.

Windsor shall be responsible for the collection of Wastewater from retail customers in the ALWSZ and the transfer of such raw or partially treated wastewater to the Windsor Wastewater System. Such wastewater shall be discharged from the ALWSZ wastewater system into the Windsor Wastewater System at the point of discharge, as shown in Exhibit B.

5.3 Wastewater Treatment.

Windsor shall cause all Wastewater collected from the ALWSZ area to be transported to the WRF. Windsor shall be responsible for the treatment and discharge as treated effluent of all Wastewater received from ALWSZ. Windsor shall treat and discharge such Wastewater using such processes as it deems appropriate and in compliance with all Applicable Laws and permits, including those from the North Coast Regional Water Quality Control Board.

5.4 Storage Ponds

Windsor shall have the right to discharge and transfer to the Treatment Ponds and Tertiary Storage Ponds any Wastewater treated at the WRF, including Wastewater originating from users outside of the ALWSZ, subject only to the capacity of the Treatment Ponds and Tertiary Storage Ponds. Windsor shall ensure its treated effluent meets the standards required by all Applicable Laws and permits, including those from the North Coast Regional Water Quality Control Board for transfer into the Treatment Ponds or Tertiary Storage Ponds, as applicable.

5.5 Site Security.

Sonoma Water shall be solely responsible for maintaining security of, and access to, the ALWSZ Treatment Plant. Sonoma Water shall ensure that Windsor, and any personnel designated by Windsor, have access to the Treatment Plant at all times. Windsor shall be solely responsible for maintaining security of, and access to, pump stations and other facilities within the ALWSZ Wastewater System which are not located on the same site as the ALWSZ Treatment Plant.

5.6 Occidental.

The Occidental County Sanitation District shall have the right to utilize the ALWSZ Treatment Plant's sewage dump station. Occidental County Sanitation District shall pay ALWSZ in accordance with the Hauled Waste Permit. Windsor shall be responsible for management and operation of ALWSZ's existing sewage dump station.

6. Recycled Water

6.1 New Agreements. Prior to July 1, 2024, Sonoma Water will enter into new recycled water user agreements with all retail customers connected to Sonoma Water's ALWSZ recycled water system ("Recycled Water Agreement"). The Recycled Water Agreements shall have a termination date of December 31, 2027, shall include a provision allowing the agreement to be assigned to Windsor, and shall require users to maintain compliance with Windsor's recycled water regulations upon such assignment. ALWSZ shall notify all customers that if they wish to continue receiving recycled water after the agreement termination date of December 31, 2027, all users will be required to execute new recycled water use agreements with the Town of Windsor.

6.2 Recycled Water. Windsor shall be responsible for providing Recycled Water to existing ALWSZ customers who have active Recycled Water Agreements, at no cost to the customer, for the duration of the ALWSZ Recycled Water Agreement. Thereafter, Windsor may charge customers for Recycled Water in accordance with its applicable adopted Windsor rates. Nothing herein is intended to, or shall, guarantee that Recycled Water will be available to existing ALWSZ customers who have executed Recycled Water Agreements. The Parties acknowledge and agree that the volume of Recycled Water that will be available will depend on a number of factors, including many outside of the control of either Party.

6.3 Fill Station. Windsor shall be responsible for the management and operation of ALWSZ's existing Recycled Water Fill Station and Portalogic system located within ALWSZ. During the period of time before the Intertie Connection is completed, Sonoma Water staff shall provide reasonable assistance to recycled water customers at this location during normal business hours upon request from Windsor. Windsor, in its sole and absolute discretion, may permit new users to access the Recycled Water Fill Station.

- 6.4 Recycled Water Facilities.** From July 1, 2024, until one hundred eighty-two (182) calendar days after Windsor records the Notice of Completion for the Intertie Connection, Sonoma Water shall be responsible for the operation, management, maintenance and repair of all facilities for the safe conveyance and storage of Recycled Water, including related infrastructure. During this time, Sonoma Water shall also be responsible for the maintenance and repair of the Recycled Water Fill Station when notified of necessary work by Windsor. After the time period specified above, Windsor shall assume Sonoma Water's responsibilities under this Section 6.4
- 6.5 Oversight.** Windsor shall be responsible for oversight of Sonoma Water's Recycled Water program within the ALWSZ, including compliance with Title 22 regulations, reporting, and user monitoring.

7. Source Control Program

- 7.1 Pre-Intertie Connection.** Until Windsor records the Notice of Completion for the Intertie Connection, Sonoma Water shall be responsible for the continued operation and management of the existing industrial waste program for the ALWSZ service area. Sonoma Water shall coordinate with Windsor regarding operation of the program, including inviting Windsor to all relevant established meetings related to the program. The Parties acknowledge that Sonoma Water intends to adopt Windsor's local limits regarding discharge requirements prior to the Effective Date.
- 7.2 Post-Intertie Connection.** After Windsor records the Notice of Completion for the Intertie Connection, Windsor shall be responsible for the operation and management of an industrial waste program for the ALWSZ service area, except as otherwise provided in this Section. Sonoma Water shall consider, and shall not unreasonably withhold its approval for, such changes to the industrial waste program as Windsor determines necessary and requests from time to time.
- 7.3 Enforcement Action.** Windsor shall be primarily responsible for conducting enforcement actions related to violations. Upon request from Windsor, Sonoma Water shall provide assistance and take any actions that may be necessary given Sonoma Water's role as the government agency responsible for providing Wastewater services within the ALWSZ service area. The parties recognize that while Windsor may send courtesy notices and engage industrial users on corrective actions, only Sonoma Water may issue notices of violations and citations, or otherwise engage in enforcement actions. Nothing herein is intended to, or shall be construed to, limit Sonoma Water's authority to unilaterally pursue enforcement actions.
- 7.4 Standards.** Windsor shall honor existing permits for industrial discharge but retain complete and absolute authority to determine what acceptable quality

standards for industrial wastewater discharges into the Windsor Wastewater System, including via the ALWSZ Wastewater System, in accordance with the requirements of Windsor Water District Ordinance No. 2021-75 WWD regarding Local Limits.

7.5 Notification. Sonoma Water shall notify all industrial users of relevant changes occurring pursuant to this Agreement.

7.6 Discharge Permit. Without limiting anything in Section 7, Windsor may, in its sole discretion, elect to apply for a permit to treat the ALWSZ Wastewater System as a discharger into the Windsor Wastewater System.

8. Biosolid Removal

Sonoma Water shall be responsible for cleaning and removing all biosolids from all Storage Ponds by no later than June 30, 2026. Sonoma Water shall invest at least One Million Three Hundred Fifty Thousand Dollars (\$1,350,000) in sludge removal in FY 24/25, unless otherwise negotiated and agreed upon by both parties. Sonoma Water shall ensure all biosolid removal is completed in accordance with Applicable Laws.

9. Payment

9.1 Pre-Intertie Connection.

a. As compensation for the services provided herein, from the beginning of the Term until the commencement of Service under Section 5, Sonoma Water shall pay Windsor the amount of One Million Six Hundred Thousand Dollars (\$1,600,000) per year, for up to 300 million gallons of flow. If the annual flow discharged into the Windsor Wastewater System exceeds such volume, Sonoma Water shall pay for the additional flow on a prorated per-gallon basis. If the time covered by this Section 9.1 is less than one year, the amount owed by Sonoma Water shall be prorated per-gallon basis.

b. Windsor shall submit invoices to Sonoma Water for the amount due under this Section 9.1 not more frequently than quarterly. Sonoma Water shall remit payment to Windsor within thirty (30) days of receipt of the invoice. Payment shall be provided in a manner mutually agreed upon by the Parties. Notwithstanding the foregoing, initial payment will be due on July 1, 2024.

9.2 Post-Intertie Connection.

a. Beginning (182) calendar days after Windsor records the Notice of Completion for the Intertie Connection, as compensation for the services provided herein, Sonoma Water shall pay Windsor an amount equal to all of its operating revenues, which consist of revenues collected from interest earnings, rental income, Occidental County Sanitation District hauled wastewater permit fee, other miscellaneous revenue, monitored user agreement fees and annual sewer service rates paid by customers within the ALWSZ area, less an annual

administrative fee, approved as specified below. The Larkfield Estate Collection System Construction or Connection Fee Loan repayments, the ALWSZ connection fees, construction fund interest income and other miscellaneous income, and ALWSZ Rate Stabilization Fund interest income are not part of operating revenue as defined above and are not to part of this Agreement.

b. By February 15 of each fiscal year, Sonoma Water shall propose an annual administrative fee to be retained by Sonoma Water and shall submit to Windsor relevant financial and accounting records, and any other documents reasonably requested by Windsor to justify the administrative fee. The administrative fee includes, but is not limited to, Sonoma Water management, engineering, and administrative services, County of Sonoma charges, the amount of two-hundred and fifty thousand dollars (\$250,000) of operating revenue to be allocated for repayment of the Larkfield Estates Collection System Loan, and the amounts necessary for Sonoma Water to maintain a three month operating reserve for ALWSZ. If capital expenses are needed beyond what fund balances and connection fees can cover, the Parties will meet to discuss including transfers from the Operating Fund to Construction Fund in the administrative fee. The Parties shall meet to discuss the proposed administrative fee within thirty (30) days and shall continue meeting until the Parties agree upon the amount of the budgeted administrative fee. The administrative fee agreed upon by the parties shall be subject to the adoption of the ALWSZ budget by Sonoma Water's Board of Directors. Sonoma Water and Windsor shall keep and maintain accurate and correct books of account showing relevant financial transactions which relate to the subject matter of this Agreement. The books of account shall be maintained in accordance with generally accepted accounting principles as prescribed by the Government Accounting Standards Board. Financial records shall be retained for five (5) years. Without limiting anything in this Section 9.2, within sixty (60) days after Windsor records a Notice of Completion for the Intertie Connection, Sonoma Water shall propose an administrative fee for: both i) the remainder of current fiscal year, if there are more than 6 months remaining in the current fiscal year, and 2) the next fiscal year, if there are less than 6 month remaining in the current fiscal year.

c. By the 15th of October, January, April, and July, Sonoma Water shall remit one quarter of the budgeted amount of operating revenue described in 9.2(a), less one quarter of the approved administrative fee as specified above. By January 15 and May 30, Sonoma Water shall submit to Windsor an accounting of operating revenues and expenses through the prior month end compared to budget, and an estimate of operating revenue and expenses through June 30. Within 30 days of January 15 and May 30, the parties shall meet as needed to discuss revenue shortfalls or cost overruns, if any, and agree in writing, measures to be taken to avert such circumstances. Sonoma Water shall adjust the July 15 remittance to reflect the mutually agreed upon actual operating revenue and expenses through April, and estimated operating revenue and expenses through June 30. As of June 30, if the net amount actually incurred by Sonoma Water is less than or more than the amount withheld by Sonoma Water in the July 15 remittance, Sonoma Water shall advise Windsor, make the mutually agreed upon adjustment in the accounting book of record, and submit supporting documentation to Windsor by July 20 but no later than July 30 to reconcile the accounts. Sonoma Water shall pay or bill Windsor for the recorded adjusted amount by no later than August 30. In no event shall Sonoma Water exceed the administrative fee established by Section 9.2(b) and Windsor shall not request

payment in excess of ALWSZ operating revenues actually received by ALWSZ without prior written consent of the other party.

d. Subject to Sonoma Water's Board of Directors approval, Sonoma Water will increase its rate for ongoing sewer services paid by customers within the ALWSZ area annually by an amount justified by the cost of service. Annual increases will not take effect in the event of a successful Proposition 218 protest.

e. Sonoma Water plans to conduct a rate study in Fiscal Year 2024/2025 to establish sewer service charges for FY 2025/2026 and FY 2026/2027, which shall take into account its obligations under this agreement. Windsor shall undertake and complete a rate study within two (2) years of the Effective Date that takes into consideration Windsor and Sonoma Water's obligations under this Agreement. Following completion of the Windsor rate study, the Parties agree to renegotiate the payment required under this Section 9.2 to ensure that payment made by Sonoma Water, and received by Windsor, reflects updated actual costs of Windsor providing Sonoma Water with the services specified in this Agreement, as determined by such rate study and long-range financial plan which Windsor shall submit to Sonoma Water along with relevant financial and accounting records and any other documents reasonably requested by Sonoma Water. The Parties acknowledge that Windsor may not use revenue collected from its ratepayers to subsidize the services provided to Sonoma Water and Windsor may not use revenue collected from Sonoma Water to subsidize services provided to its ratepayers, and therefore Sonoma Water must pay Windsor for the actual costs of the services received. The Parties agree that, pending completion of the aforementioned rate studies, the payments set forth in this Section 10 represent the best estimate of the costs of service.

10. Operating Agreement.

This Agreement is intended to establish the general obligations and responsibilities of the Parties with respect to the relationship set forth herein. However, Sonoma Water and Windsor acknowledge and agree that day-to-day management of collecting and treating wastewater from the ALWSZ, and the transfer and storage of recycled water from the WRF, is a very complicated and technical endeavor, with many detailed requirements and procedures not addressed by this Agreement. Such detailed requirements and procedures are set forth in the Operating Standards, attached hereto as Exhibit D and incorporated herein by reference. The Operating Standards are anticipated to change over time in response to operations needs and developments, and the Parties agree that the Operating Standards may be amended by mutual written agreement of the Windsor Town Manager and the Sonoma Water General Manager, as long as such changes do not conflict with the terms and conditions of this Agreement. In the event of a conflict between the Operating Standards and this Agreement, this Agreement shall control. Without limiting the foregoing, either Party may, in its sole discretion, elect to refer changes in the Operating Standards to its governing board.

11. Additional Operational Requirements.

11.1 Ownership of Facilities. Nothing in this Agreement is intended, nor shall it result, in either Party acquiring or owning any rights or interest in or to any of the

property, facilities or equipment that are located in the territorial jurisdiction of the other Party, except as explicitly provided for herein. Therefore, Windsor does not have, and shall not acquire pursuant to this Agreement, any right, title, or interest in the ALWSZ Wastewater System, and likewise Sonoma Water does not have, and shall not acquire pursuant to this Agreement, any right, title or interest in the Windsor Wastewater System. Unless otherwise agreed to by the Parties in writing, facilities constructed or acquired during the Term of this Agreement shall be the property of the Party in whose territorial jurisdiction the facility is located.

- 11.2 Capital Expenses.** Nothing is intended to, or shall, create any obligation for Windsor to pay for any Capital Costs regarding the ALWSZ Wastewater System, including recycled water facilities. Such Capital Costs shall be the sole and exclusive responsibility of Sonoma Water. Any obligation of Windsor hereunder regarding operation, management, maintenance, or repair shall not include any Capital Costs. Without limiting the foregoing, the Parties may mutually agree whether capital projects shall be undertaken by Sonoma Water, or Windsor (with reimbursement from Sonoma Water for all Capital Costs incurred).
- 11.3 Future Annexation.** The parties agree to cooperate in pursuing annexation of the portion of the ALWSZ west of Highway 101 into the Windsor Water District. This section is not intended, nor shall it, bind either Party to take any action with respect to such annexation. Without limiting the foregoing, upon the effective date of a future annexation of the portion of the ALWSZ west of Highway 101 into Windsor Water District, this Agreement shall automatically terminate, unless explicitly extended by the Parties in writing.
- 11.4 Cooperation.** Notwithstanding the division of responsibility specified herein, the Parties shall confer and cooperate with each other with respect to operations and maintenance activities to serve the purposes of this Agreement to the fullest extent possible, such as providing notice to the other party before commencing any activities that may disrupt operations.
- 11.5 Renegotiation.** If one of the Parties believes: (i) that there has been a change in the circumstances that existed at the time this Agreement was entered into, and (ii) that the change in circumstances has caused one or more of the provisions of this Agreement to inappropriately apportion the benefits and obligations of the Agreement between the Parties, the Party may request in writing, that the purportedly inappropriate provision(s) of this Agreement be renegotiated. Within sixty (60) days of the request, representatives of the Parties shall meet to attempt to renegotiate the provisions in question. Nothing in this Section is intended to require the negotiations to reach any particular conclusion; rather, this Section requires that each Party negotiate in good faith.
- 11.6 Communication from Regulatory Agencies.** If either Party receives any written communication from any federal, State or local agency jurisdiction regarding the collection, treatment or disposal of Wastewater or performance of any other

obligations pursuant to this Agreement, it shall provide the other Party copy of such communication within five (5) business days. Each Party shall comply with any obligations imposed by such communication and all other governmental orders or grant contracts that either Party is legally obliged to observe with respect to Wastewater discharges. Such compliance shall include the enactment and enforcement of such regulations, policies and procedures that are necessary to comply with such obligations and that the Parties are legally empowered to adopt.

12. Events of Default; Remedies.

12.1 Events of Default.

The following shall be Events of Default under this Agreement:

- a. Failure by either Party to pay any amounts required to be paid hereunder within thirty (30) days of the time specified herein, and such failure is not cured within thirty (30) days after written notice thereof by the other Party.
- b. Failure by either Party to observe or perform any covenant, condition or agreement in this Agreement (other than those listed in subsection a above) for a period of thirty (30) days after written notice thereof by the other Party; provided however, if the nature of any such default is such that it cannot be cured within thirty (30) days, the other Party's failure to cure the default within thirty (30) days shall not constitute a default if the other Party thereafter prosecutes the curing of such default with due diligence and in good faith until the default is corrected.

12.2 Remedies.

If within the applicable cure period, either Party fails to cure a default or fails to commence to cure and diligently pursue completion of a cure, as applicable, or if a cure is not possible, the other Party may proceed with any of the following remedies:

- a. Bring an action for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of such terms and conditions, and/or seeking declaratory relief;
- b. Terminate this Agreement upon written notice to the other Party;
- c. Pursue any other remedy allowed at law or in equity.

Each of the remedies provided herein is cumulative and not exclusive. Either Party may exercise from time to time any rights and remedies available to it under applicable law or in equity, in addition to, and not in lieu of, any rights and remedies expressly provided in this Agreement.

13. Indemnity and Insurance.

- 13.1 Windsor's Indemnity Obligations.** Windsor agrees to indemnify, defend and hold harmless Sonoma Water and its elected and appointed officers, officials, employees, contractors, agents and representatives (collectively, "Sonoma Water Indemnified Parties") from and against any and all liabilities, losses, damages, fines, deficiencies, penalties, claims, demands, suits, actions, causes of action, legal or administrative (collectively "Claims") arising as a result of or in connection with Windsor's breach of this Agreement or any negligent or willful act or omission of Windsor or the Windsor Indemnified Parties in the performance of its obligations under this Agreement.
- 13.2 Sonoma Water's Indemnity Obligations.** Sonoma Water agrees to indemnify, defend and hold harmless Windsor, the Town of Windsor, and its elected and appointed officers, officials, employees, contractors, agents and representatives (collectively, "Windsor Indemnified Parties") from and against any and all liabilities, losses, damages, fines, deficiencies, penalties, claims, demands, suits, actions, causes of action, legal or administrative (collectively "Claims") arising as a result of or in connection with Sonoma Water's breach of this Agreement, any allegation that the rates charged by Sonoma Water violate any applicable law, or any negligent or willful act or omission of the Sonoma Water Indemnified Parties in the performance of its obligations under this Agreement.
- 13.3 Insurance.** Each Party shall procure and maintain in full force and effect during the term of this Agreement insurance, or equivalent self-insurance coverage which conforms with the specifications contained in Exhibit C, attached hereto and incorporated herein.

14. Dispute Resolution.

- 14.1 Informal Dispute Resolution.** In the event a dispute occurs between the Parties which arises out of the interpretation or performance of this Agreement, the Parties agree to meet and confer, and shall first attempt to informally reach a resolution. Each Party agrees that it will not initiate legal action until first attempting to resolve the dispute through non-adversarial means.
- 14.2 Venue.** Venue for any dispute arising out of this agreement shall be in the Superior of Sonoma County.

15. Termination.

- 15.1 Mutual Termination.** The Parties may mutually agree in writing to terminate this Agreement, in which case the date of termination shall be the effective date of the agreement to terminate.
- 15.2 Termination for Event of Default.** If a Party repeatedly breaches the material provisions of this Agreement and fails to cure such breaches within

the time periods set forth in this Agreement. In such case, the termination shall not become effective until one hundred eighty (180) days following written notice from the non-breaching party.

- 15.3 Payments Required Upon Termination.** In the event this Agreement is terminated, each Party shall pay the other, within thirty (30) days of the date of termination, any and all amounts owed under this Agreement as of the date of termination, unless the Parties otherwise agree in writing.

16. Miscellaneous Provisions.

- 16.1 Notices.** Any notice which a Party is required by this Agreement to give to the other Party shall be in writing and either hand delivered or sent by certified first class mail addressed as follows:

To Windsor:

To Sonoma Water:

- 16.2 Governing Law.** This Agreement is made in the State of California and shall be enforced and interpreted under its constitution and laws.

- 16.3 No Waiver.** Any waiver by either Party of any term or provision of this Agreement must be in writing. No waiver shall be implied from any delay or failure by either party to take action on any breach or default hereunder or to pursue any remedy allowed under this Agreement or applicable law. No failure or delay by either Party at any time to require strict performance by the other party of any provision of this Agreement or to exercise any election contained herein or any right, power or remedy hereunder shall be construed as a waiver of any other provision or any succeeding breach of the same or any other provision hereof or a relinquishment for the future of such election.

- 16.4 Amendment.** This Agreement may not be amended except in writing. Any such amendment must be duly and regularly approved by the governing boards of both Parties.

- 16.5 Severability.** Should any portion of this Agreement be determined by any court or other tribunal having jurisdiction to make such a determination to be illegal, invalid or otherwise unenforceable or ineffectual, the validity of the remaining portions of the Agreement shall not be affected by that determination.

- 16.6 Successors.** This Agreement is binding upon and shall inure to the benefit of the Parties and their respective successors in interest. Except as expressly provided for in this Agreement, neither Party may assign any right or obligation under this Agreement without the express written consent of the other Party.

- 16.7 Superseding Effect.** This Agreement supersedes in its entirety the Prior Agreement, and all prior oral or written agreements, understandings and

negotiations between the Parties with respect to the subject matter of this Agreement.

16.8 No Third-Party Beneficiaries. This Agreement is made and entered into for the benefit of the Parties and their permitted successors and assigns, and no other persons or entities shall have any right pursuant to this Agreement.

16.9 Contract Interpretation. Both Parties have been represented by counsel in the preparation of this Agreement and no presumption or rule that ambiguity shall be construed against a drafting party shall apply to interpretation or enforcement of the Agreement. The captions in this Agreement are solely for convenience of reference.

16.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

16.11 Exhibits. The following Exhibits are attached to this Agreement and are incorporated by reference:

Exhibit A: Intertie Connection Design

Exhibit B: Map of Ponds and Discharge Points

Exhibit C: Insurance

Exhibit D: Operating Standards

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

Reviewed as to funds:

By: _____
Sonoma County Water Agency
Division Manager - Administrative
Services

Approved as to form:

Approved as to form:

By: _____
Adam Brand, Deputy County Counsel

By: _____
Jose M. Sanchez, Town Attorney

Sonoma County Water Agency

Town of Windsor

By: _____
Grant Davis
General Manager
Authorized per Sonoma County Water
Agency's Board of Directors Action on
June 4, 2024

By: _____
Jon Davis, Town Manager

Date: _____

Date: _____

5587332.1

Exhibit A: Intertie Connection Design

PLANNING DEPARTMENT NOTES

1. IN THE EVENT THAT ARCHAEOLOGICAL FEATURES SUCH AS POTTERY, BARBERSHOPS, MODERN OR CULTURAL MODIFIED SHAPED DEPOSITS ARE DISCOVERED AT AN TIME DURING GRADING, SHAVING, OR EXCAVATION WITHIN A QUALIFIED ARCHAEOLOGIST SHALL BE CONTACTED IMMEDIATELY TO MAKE AN EVALUATION OF THE FIND AND REPORT TO TOWN PLANNING. PLANNING STAFF MAY CONSULT AND/OR NOTIFY THE APPROPRIATE TRIBAL REPRESENTATIVE FROM TRIBES KNOWN TO STAY TO HAVE INTERESTS IN THE AREA. ARTIFACTS ASSOCIATED WITH PREHISTORIC SITES INCLUDE HUMAN-MODIFIED STONE, SHEL, BONE, OR OTHER CULTURAL MATERIALS SUCH AS DOMESTIC FEATURES INCLUDE HEARTH, FIRE PITS, OR HOUSE FLOOR EXPRESSIONS. WHEREAS TRICAL, MORTUARY FEATURES ARE REPRESENTED BY HUMAN SKELETAL REMAINS, HISTORIC ARTIFACTS POTENTIALLY INCLUDE A BY-PRODUCTS OF HUMAN-AND-USE GREATER THAN 50 YEARS OF AGE INCLUDING TRASHY POTS OLDER THAN FIVE YEARS OR DEPOSITS WHEN CONNECTED. A MEMBER OF THE PLANNING STAFF SHALL VISIT THE SITE TO DETERMINE THE SIGNIFICANCE OF THE DISCOVERY. PLANNING STAFF MAY REFER THE MITIGATION/PROTECTION PLAN TO MEASURES REQUIRED FOR THE DISCOVERY. PLANNING STAFF MAY REFER THE MITIGATION/PROTECTION PLAN TO DESIGNATED TRIBAL REPRESENTATIVES FOR REVIEW AND COMMENT. NO WORK SHALL COMEANCE UNTIL A PROTECTION/NOTIFICATION PLAN IS REVIEWED AND APPROVED BY PLANNING STAFF. MITIGATIONS MAY INCLUDE AVOIDANCE, REMOVAL, PRESERVATION AND/OR RECONSTRUCTION IN ACCORDANCE WITH CALIFORNIA LAW. ARCHAEOLOGICAL EVALUATION AND MITIGATION SHALL BE AT THE APPLICANT'S SOLE DISCRETION.
2. IF HUMAN REMAINS ARE ENCOUNTERED, ALL WORK MUST STOP IN THE IMMEDIATE VICINITY OF THE DISCOVERED REMAINS. PLANNING STAFF, CIVILTY CORNER, AND A QUALIFIED ARCHAEOLOGIST MUST BE NOTIFIED IMMEDIATELY TO INITIATE EVALUATION CAN BE PERFORMED. IF THE REMAINS ARE DETERMINED TO BE NATIVE AMERICAN, DISCOVERY MUST BE REPORTED TO THE APPROPRIATE TRIBAL REPRESENTATIVE. THE CALIFORNIA GOVERNMENT CODE AND CALIFORNIA CODE AND CALIFORNIA PUBLIC RESOURCES CODE WILL BE FOLLOWED.

GRADING NOTES

1. STREET SURFLORE SHALL BE COMPACTED TO 95% RELATIVE COMPACTION AS DETERMINED BY ASTM D1557 TO A DEPTH OF NOT LESS THAN 6 INCHES. THE SUBGRADE SHALL BE COMPACTED TO 90% OF ASTMD1557. THE BASE SHALL BE COMPACTED TO 95% OF ASTMD1557. ASPHALT SHALL BE PLACED PER CALTRANS STANDARD SPECIFICATIONS SECTION 39 ON ASPHALT CONCRETE UNLESS OTHERWISE APPROVED BY TOWN ENGINEER.
2. THE USE OF THE SAND CONE METHOD (ASTM D1556) FOR DETERMINING FIELD DENSITIES WILL NOT BE ALLOWED AS A SUBSTITUTE FOR NUCLEAR GAUGE TESTING.ASTM D6938 THE MODIFIED PROCTOR. ASTM D1557 SHALL BE USED AS THE LABORATORY COMPACTION METHOD.

3. ALL GRADED AREAS AND EXPOSED SOIL WITHIN THIS PROJECT SHALL BE BEFORE THE FIRST CONTROL BY THE CONTRACTOR. SEEDS AND MULCH WILL BE APPLIED BY OCTOBER 1ST FOR THE FIRST TOWN OF THE SEASON. MULCHER COMES FIRST TO ALL CUTS AND FILL SLOPES WITHIN OR ADJACENT TO PROJECT ROADS AND DRAINAGE DITCHES. MULCHER SHALL BE APPLIED TO ALL EXPOSED SOILS WITHIN THE PROJECT AREA. MULCH WILL BE APPLIED BY BLOWER OR BY HAND AND FOLDED IN PLACE BY PICKING. ALL CRITICAL LAWNWORK OPERATIONS SHALL BE PERFORMED DURING THE DRY WEATHER SEASON FROM MAY 1ST TO OCTOBER 1ST UNLESS OTHERWISE APPROVED BY THE TOWN ENGINEER IN WRITING AND IT MUST COME WITH STATE CONSTRUCTION GENERAL PERMITS AND A STATE WATER STORAGE FILLER. THE TOWN ENGINEER MUST BE NOTIFIED IN WRITING TO ENSURE THAT THE AMOUNT OF LAND CLEARED AT ANY TIME IS LIMITED TO THE AREA THAT CAN BE REVEGETATED DURING THE CONSTRUCTION PERIOD. STORM WATER SHALL NOT BE ALLOWED TO FLOW DIRECTLY DOWN UNBARRICADED SLOPES, ENERGY DISSIPATING STRUCTURES AND EROSION CONTROL DEVICES SHALL BE PLACED AT ALL DOWN SLOPES TO PREVENT EROSION OF SOILS. THE TOWN ENGINEER SHALL BE NOTIFIED IN WRITING TO ENSURE THAT THE TOWN OR TOWN COUNTY WATER AGENCY ACCEPTS MAINTENANCE RESPONSIBILITY.

GENERAL NOTES

1. ALL CONSTRUCTION SHOWN ON THESE PLANS SHALL CONFORM TO THE MOST CURRENT TOWNS OF WINDSOR HERENBAUER "TOWN" OR "TOWN" DESIGN AND CONSTRUCTION STANDARDS, AND MOST CURRENT CALTRANS STANDARD SPECIFICATIONS SECTION 39 ON ASPHALT CONCRETE, AS AMENDED THROUGH THE DATE OF TOWNADOPTION OF THESE PLANS, AND THE MOST CURRENT CALTRANS STANDARD SPECIFICATIONS SECTION 39 ON UNIFORM TRANSPORTATION STANDARD PLANS AND STANDARD SPECIFICATIONS AS AMENDED THROUGH THE DATE OF TOWNADOPTION OF THESE PLANS (HEREINAFTER "CALTRANS STANDARDS"). IN THE EVENT OF CONFLICT BETWEEN TOWNSTANDARDS AND CALTRANS STANDARDS, TOWN STANDARDS SHALL PREVAIL.
2. ANY DISCREPANCY DISCOVERED BY CONTRACTOR IN THESE PLANS OR ANY FIELD CONDITIONS DISCOVERED BYCONTRACTOR WHILE PERFORMING CONSTRUCTION SHALL BE IMMEDIATELY REPORTED TO THE OWNER BY E-MAIL,SHOULD IT BE IN WRITING.
3. CONTRACTOR SHALL INDEPENDENTLY REVIEW TOPOGRAPHY, AND TREE CONDITIONS THROUGHTOUT THE SITE, ANDASSURE WHOLLY AND UNCONDITIONALLY THE RISK OF COMPLETING THE WORK SET OUT ON THESE PLANS,REGARDLESS OF GEOLOGY, WATER TABLE, OR OTHER CONDITIONS THAT CONTRACTOR MAY ENCOUNTER IN THECOURSE OF THE WORK.
4. WITH RESPECT TO TOWN, AND ALL OTHER AGENCIES HAVING JURISDICTION OVER THE CONSTRUCTION TO BEPERFORMED, CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS AND PAY ALL APPLICABLE FEES PRIOR TOCOMMENCING ANY CONSTRUCTION.
5. PRIOR TO ANY CONSTRUCTION ON TOWN PROPERTY OR WITHIN TOWN RIGHTS OF WAY OR EASEMENTS, CONTRACTORSOR SUB CONTRACTOR SHALL OBTAIN AN ENCROACHMENT PERMIT FROM THE TOWN. CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTSOF SUCH PERMIT.
6. A RECONSTRUCTION MEETING, INCLUDING TOWN, CONTRACTOR REPRESENTATIVES, AND ANY PERTINENT PROJECTCONSULTANTS IS REQUIRED PRIOR TO COMMENCING CONSTRUCTION. CONTACT THE TOWN PUBLIC WORKSDEPARTMENT AT 707-838-3137 TO SCHEDULE PRECONSTRUCTION MEETING.
7. CONTRACTOR SHALL NOTIFY THE TOWN PUBLIC WORKS DEPARTMENT AT 707-838-1290 OR BY EMAIL AS REQUIRED ONASAP BASIS FOR ANY SCHEDULING CHANGES TO THE PROJECT. CONTRACTOR SHALL NOTIFY THE TOWN OF ANYCHANGING OF TOWN INSPECTION TOWN OFFICE DATES BY MONDAY THROUGH THURSDAY, EXCLUSIVE OF TOWNHOLIDAYS, AT LEAST TWO FULL BUSINESS DAYS PRIOR TO THE DATE OF CONSTRUCTION. FAILURE TO PROVIDE THISNOTIFICATION GREATER THAN SEVEN CALENDAR DAYS.
8. CALL BEFORE YOU DIG (CBWD) AND/or SERVICE ALERT FOR NORTHERN CALIFORNIA (USA CALL FREE AT \$11 OR800-645-2444) AT LEAST TWO FULL WORKING DAYS PRIOR TO ANY EXCAVATION OR GROUND DISTURBING ACTIVITIES.
9. CONTRACTOR SHALL NOT BEGIN ANY EXCAVATION UNTIL ALL EXISTING UTILITIES HAVE BEEN MARKED IN THE FIELDBY THE APPLICABLE UTILITY OPERATOR. CONTRACTOR SHALL NOTIFY THE OPERATORS OF ANY POTENTIALLYAFFECTED UTILITIES AT LEAST TWO FULL WORKING DAYS PRIOR TO COMMENCING ANY EXCAVATION.
10. DURING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTROLLING NOISE, DUST ANDODORS, TO MINIMIZE IMPACTS ON SURROUNDING PROPERTIES AND NEIGHBORHOODS. CONTRACTOR SHALL BE RESPONSIBLETHAT ALL CONSTRUCTION EQUIPMENT IS EQUIPPED WITH MAINT/FACILITIES APPROVED MUFFLER Baffles. FAILURETO DO SO MAY RESULT IN THE ISSUANCE OF AN ORDER TO STOP WORK.
11. THE CONTRACTOR(S) SHALL BE REQUIRED TO MAINTAIN TRAFFIC FLOW ON AFFECTED ROADWAYS DURINGCONSTRUCTION, AND TO MINIMIZE TRAFFIC DISRUPTION DURING CONSTRUCTION. CONTRACTORS SHALL BE RESPONSIBLEFOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES AND BUSINESSES. CONTRACTORS SHALL BE RESPONSIBLEFORTHAT ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST ADOPTED CALTRANS "CAL-WADOT" CALIFORNIA MANUAL ON UNIFORMMEASURES IN ACCORDANCE WITH THE LATEST ADOPTED CALTRANS "CAL-WADOT" CALIFORNIA MANUAL ON UNIFORMTRAFFIC CONTROL DEVICES. TOWNS OF WINDSOR EMERGENCY SERVICES PROVIDERS SHALL BE NOTIFIED IN WRITING BYE-MAIL AT LEAST 24 HOURS IN ADVANCE OF ANY PROPOSED CONSTRUCTION IN THE PUBLIC RIGHT-OF-WAY ORWARRANTY WHICH MIGHT AFFECT NORMAL TRAFFIC PATTERNS.
12. IF HAZARDOUS MATERIALS ARE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL IMMEDIATELYSTOP WORK AND IMMEDIATELY NOTIFY THE TOWNS OF WINDSOR AND PERTINENT REMEDIATION AS DIRECTED BY THETOWN OR ITS AGENT IN ACCORDANCE WITH ANY REQUIREMENTS OF THE NORTH COAST REGIONAL WATER QUALITYCONTROL BOARD.
13. ANY AND ALL EXCESS MATERIALS SHALL BE CONSIDERED THE PROPERTY OF THE CONTRACTOR AND SHALL BERETURNED TO THE CONTRACTOR'S OWNERSHIP. CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REMOVAL OFEXCESS MATERIALS FROM THE JOB SITE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERALREGULATIONS.

GENERAL UNDERGROUND NOTES

1. NO GUARANTEE IS INTENDED THAT UNDERGROUND OBSTRUCTIONS, NOT SHOWN ON THESE PLANS, WILL NOT BE ENCOUNTERED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES AND OBSTRUCTIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND OBSTRUCTIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND OBSTRUCTIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND OBSTRUCTIONS.
 2. THE CONTRACTOR SHALL NOT BEGIN EXCAVATION, UNTIL ALL EXISTING UTILITIES HAVE BEEN MARKED IN THE FIELD BY THE APPLICABLE ENTITY RESPONSIBLE FOR THAT PARTICULAR UTILITY. THE CONTRACTOR SHALL NOTIFY EACH AFFECTED ENTITY AT LEAST 7 FULL WORKING DAYS BEFORE STARTING WORK. PER CALIFORNIA GOVERNMENT CODE 42649 AND PERMITTING AGENCY TO EXCAVATE, OR THROUGH THE PUBLIC RIGHT OF WAY IS REQUIRED TO OBTAIN AN INITIAL TOLERANCE REGIONAL NOTIFICATION LETTER (CSA NOTIFICATION LETTER).
 3. CONTRACTOR SHALL UNCOVER EXISTING BURIED UTILITIES WITH UTILITY OWNER TO VERIFY LOCATIONS AND ELEVATIONS OF UTILITIES. BURIED UTILITIES INCLUDE, BUT ARE NOT LIMITED TO WATER MAINS AND LATERALS, ALL UTILITIES CORRELATING WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED PRIOR TO THE START OF CONSTRUCTION. OR NEW UTILITIES SHALL BE PLACED AS TO NOT BE IN CONFLICT WITH EXISTING UTILITIES.
 4. THE CONTRACTOR SHALL VERIFY EXISTING RECORDS PRIOR TO THE CONSEQUENCE OF ANY CONSTRUCTION. THE PROJECT ARCHITECT/ENGINEER MAY ADJUST THE GRADE OF NEW UNDERGROUND CONSTRUCTION ACCORDINGLY WITH CONFORMANCE FROM THE TOWN.
 5. ALL UNDERGROUND IMPROVEMENTS SHALL BE INSTALLED AND APPROVED PRIOR TO PAVING.
 6. THE CONTRACTOR SHALL STAMP THE LETTER "S" ON THE FACE OF CURB DIRECTLY ABOVE THE SEWER LATERAL, AND THE LETTER "W" ON THE FACE OF CURB DIRECTLY ABOVE WATER SERVICES, AND THE LETTER "P" ON FACE OF CURB DIRECTLY ABOVE A BLOW OFF OR RILEE VALVE, AND THE LETTER "D" DIRECTLY ABOVE RECYCLED WATER AND COMPLETELY LEGIBLE.
 7. WATER AND SEWER SERVICE LATERALS SHALL BE SEPARATED HORIZONTALLY BY A MINIMUM OF 3 FEET CLEAR.
- ITEMS SPECIFIED ON THE STANDARD PLANS ARE APPROVED FOR USE BY THE TOWN OF WINDSOR. ALL SUBSTITUTIONS OR ALTERATIONS SHALL BE SUBMITTED TO THE TOWN OF WINDSOR FOR APPROVAL.

SANITARY SEWER NOTES

1. CREATIVITY SEWER PIPE MAINS UP TO AND INCLUDING 32" SHALL BE POLYVINYL CHLORIDE (PVC), SDR 26 (UNLESS OTHERWISE APPROVED), OR DUCTILE IRON PIPE, CLASS 52, POLYETHYLENE ENCASED MATERIALS FOR SIZES LARGER THAN 32" SHALL BE APPROVED BY THE TOWN ENGINEER.
2. ALL SANITARY SEWER MANHOLES SHALL BE A MINIMUM OF 48" IN DIAMETER. UNLESS OTHERWISE NOTED MANHOLE FRAME AND COVER SHALL HAVE 2" CLEAR OPENING, AND READ SANITARY SEWER.
3. TRENCH BEDDING, AND BACKFILL FOR INSTALLATION OF SEWER PIPE SHALL BE IN ACCORDANCE WITH TOW STD PLAN NO. 501.
4. 12-0" DIA. BOXES SHALL BE PLACED AT EVERY HORIZONTAL CHANGE IN ALIGNMENT OR AT A MINIMUM OF 90' FOOT SPACING, NO 12" INSULATED COPPER WIRE SHALL BE Laid ON TOP OF, AND ALONG THE ENTIRE LENGTH OF ALL NON-ALUMINUM PIPE, AND WILL BE EXTENDED TO THE SURFACE AT ALL BOX LOCATIONS AND MANHOLES SUFFICIENT FOR LOCATOR EQUIPMENT TO BE ATTACHED. THE WIRE SHALL BE FASTENED TO THE TOP OF THE PIPE SO AS NOT TO BE DAMAGED OR BROKEN. OTHERS, BACKFILLING, ETC. ADJOINING THE WIRE TO THE PIPE WITH DUCT TAPE AT APPROXIMATELY 1' INTERVALS.
5. BOXES SHALL CONFORM TO VALVE BOX REQUIREMENTS PER THE WATER STANDARD PLANS WITH THE LIDS

EROSION CONTROL NOTES

1. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE USED TO ENSURE THAT WATER ENTERING THE STORM DRAIN SYSTEM FROM THE CONSTRUCTION SITE IS OF EQUIVALENT QUALITY AND CHARACTER AS THE WATER ABOVE THE SITE.
2. KEEP THE WORK SITE STAGING AREAS AND OTHER AREAS USED BY THE CONTRACTOR IN A NEAT AND CLEAN CONDITION, AND FREE FROM ANY ACCUMULATION OF TRASH, DISPOSE OF ALL TRASH, RUBBISH, AND WASTE MATERIALS OF ANY KIND GENERATED BY THE CONTRACTOR, SUBCONTRACTOR OR ANY COMPANY HIRED BY THE CONTRACTOR ON A DAILY BASIS. KEEP ALL ROADS FREE FROM DIRT, RUBBISH, AND UNNECESSARY OBSTRUCTIONS TO TRAFFIC. REMOVE ALL EXCESSIVE MATERIALS FROM THE WORK AREA IMMEDIATELY. ALL EXCESSIVE MATERIALS REJECTED OR HAUL OFF SITE IN ACCORDANCE WITH LOCAL ORDINANCES GOVERNING LOCATIONS AND METHODS OF DISPOSAL, AND IN CONFORMANCE WITH ALL APPLICABLE LAWS AND REGULATIONS. COVER WASTE RECEPTACLES AT THE END OF EVERY DAY AND DURING RAIN EVENTS.
3. MAINTAIN A CLEAN CONSTRUCTION SITE TO PREVENT THE INTRODUCTION OF FOREIGN MATERIALS INTO THE STORM WATER CONVEYANCE SYSTEM. ACTIVITY DURING CONSTRUCTION WHICH RESULTS IN THE DISCHARGE OF POLLUTANTS TO THE STORM WATER CONVEYANCE SYSTEM IS A VIOLATION OF THE TOWN OF ROSA CODE OF ORDINANCES AND THE SANITATION BOARD REGIONAL WATER QUALITY CONTROL BOARD'S REGULATIONS.
4. PROVIDE CONTAINMENT FOR SANITATION FACILITIES (E.G., PORTABLE TOILETS) TO PREVENT DISCHARGES OF POLLUTANTS TO THE STORM WATER DRAINAGE SYSTEM. ROADS OR RECEIVING WATERS. SANITATION FACILITIES MUST BE MAINTAINED PERIODICALLY BY A LICENSED SERVICE COMPANY TO KEEP THEM IN GOOD WORKING ORDER AND PREVENT OVERTOWNS. PORTABLE TOILETS ARE REQUIRED TO HAVE SECONDARY CONTAINMENT.
5. EQUIPMENT AND MATERIALS NECESSARY FOR CONTROL OF SPILLS SHALL BE AVAILABLE ON SITE AT ALL TIMES. SPILLS AND LEAKS SHALL BE STOPPED AND THE MATERIALS CLEANED UP IMMEDIATELY AND DISPOSED OF PROPERLY. USE PROPER BEST MANAGEMENT PRACTICES (BMPs) TO PREVENT OIL, GREASE, OR FUEL FROM LEAKING ON THE GROUND, INTO THE STORM DRAINS, OR SURFACE WATERS.
6. CONTAIN CONCRETE, WASHOUT AREAS, AND SIMILAR AREAS THAT MAY CONTAIN POLLUTANTS TO PREVENT DISCHARGE INTO THE UNDERLYING SOIL OR ONTO THE SURROUNDING AREAS.
7. ESTABLISH AND MAINTAIN EFFECTIVE SITE PERIMETER CONTROLS AND STABILIZE ALL CONSTRUCTION ENTRANCES TO PREVENT THE INTRODUCTION OF POLLUTANTS TO THE STORM WATER CONVEYANCE SYSTEM. AFTER FINISHING, LEAVING THE SITE, OR AT THE END OF THE DAY, ALL POLLUTANTS AND EXCESS MATERIALS SHALL BE REMOVED, SEDIMENT OR OTHER CONSTRUCTION ACTIVITY RELATED MATERIALS THAT ARE DEPOSITED ON THE ROADS (BY VACUATING OR SWEEPING).
8. PLACE EQUIPMENT OR VEHICLES WHICH ARE BEING FUELED, MAINTAINED AND STORED, IN A DESIGNATED AREA FITTED WITH APPROPRIATE BOMS.
9. AT A MINIMUM, ALL BOMS SHALL BE INSPECTED EACH WORKING DAY AND BEFORE ALL RAIN EVENTS. BOMS THAT REQUIRE MAINTENANCE OR REPAIR NEED TO FUNCTION PROPERLY SHALL BE COMPLETED BEFORE THE NEXT WORKING DAY, OR WITHIN THE NEXT THREE (3) WORKING DAYS IF NO RAIN IS PREDICTED. MAINTENANCE INCLUDED REMOVAL OF ALL EXCESSIVE DEBRIS AND TRASH.
10. AT A MINIMUM, IMPLIMENT AND MAINTAIN ALL APPLICABLE BMPs LISTED ON THESE DRAWINGS AND/OR THE STORM WATER POLLUTION PREVENTION PLAN.
11. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR PURPOSE SO AS NOT TO BLOCK OR IMPED STORM FLOW OR DRAINAGE.
12. ALL EROSION, AND SEDIMENT CONTROL MEASURES SHALL BE REPAIRED OR REPLACED WHEN THEY ARE NO LONGER FUNCTIONING PER BEST MANAGEMENT PRACTICES.
13. THE CONTRACTOR SHALL HAVE EROSION AND SEDIMENT CONTROL MEASURES ON SITE ADEQUATE TO PROTECT THE ENTIRE SITE SUCH THAT IT IS IMMEDIATELY AVAILABLE IN THE EVENT OF A STORM.
14. TRASH OR MATERIALS DEPOSITED OR TRACKED INTO THE PUBLIC RIGHT-OF-WAY SHALL BE REMOVED DAILY.

NOTIFICATION FOR INSPECTIONS

1. INSPECTION AND APPROVAL OF ALL WORK SHALL BE NECESSARY DURING AND AT THE COMPLETION OF EACH OF THE FOLLOWING STAGES OF WORK. THE INSPECTOR SHALL BE NOTIFIED AT LEAST TWO (48 HRS) WORKING DAYS IN ADVANCE BEFORE ANY OF THE FOLLOWING STAGES OF WORK ARE COMMENCED.
2. ANY CONSTRUCTION OR EXCAVATION REQUIRING INSPECTION THAT IS UNDERTAKEN WITHOUT INSPECTION IS SUBJECT TO BE CONSTRUCTION AND EXCAVATION AT THE CONTRACTORS EXPENSE.
3. INSPECTION MUST BE SCHEDULED FOR THE FOLLOWING WORK:
 - A. BACKFILLING FOR ALL STRUCTURES, PIPES, AND UTILITY TRENCHES.

DUST CONTROL NOTES

1. DUST CONTROL SHALL COMPLY WITH NORTHERN CALIFORNIA AIR POLLUTION CONTROL DISTRICT RULE 49F FLOTIVE DUST EMISSIONS.
2. CONSTRUCTION EQUIPMENT SHALL BE MAINTAINED IN PROPER WORKING ORDER AND SHALL NOT BE ALLOWED TO IDLE FOR A PERIOD OF LONGER THAN 15 MINUTES.
3. TO MINIMIZE FUGITIVE DUST AND THE RELEASE OF PM₁₀, THE CONTRACTOR SHALL IMPLEMENT A DUST CONTROL PROGRAM COMPLYING WITH NORTHERN SONOMA COUNTY AIR POLLUTION CONTROL DISTRICT RULE 49F. DUST CONTROL MEASURES SHALL INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:
 - A. ACTIVE CONSTRUCTION SITE SHALL BE WATERED AS NEEDED, PREFERABLY IN THE LATE MORNING AND WHEN WORK HAS CEASED FOR THE DAY.
 - B. STOCKPILES OF LOOSE MATERIAL SHALL BE COVERED, BARRICADED, AND NEGATED AT ALL TIMES PER CURRENT SONOMA COUNTY SCHEDULING CONTROL, EXCEPT WHEN THIS WOULD INTERFERE WITH IMMEDIATE CONSTRUCTION ACTIVITIES.
 - C. ALL CLEARING, GRADING, EARTHMOVING OR EXCAVATION ACTIVITIES SHALL CEASE WHEN THE AVERAGE WIND SPEED FOR ONE HOUR EXCEEDS 20 MILES PER HOUR (MPH).
 - D. THE AREA, DISTURBED BY EXCAVATION OR GRADING SHALL BE KEPT TO THE MINIMUM REQUIRED TO IMPLEMENT THE PROJECT.
 - E. WHEN TRAVELING ON EXPOSED SOILS, CONSTRUCTION SITE VEHICLE SPEED SHALL BE LIMITED TO 15 MPH.
 - F. HAUL VEHICLES SHALL BE COVERED WHEN NOT ACTIVELY ENGAGED IN SITE CONSTRUCTION ACTIVITY, AND DURING TRANSPORTATION ON PUBLIC ROADWAYS.
 - G. STREETS SHALL BE SWEEP REGULARLY AND KEEP FREE OF DIRT AND DEBRIS.
4. ALL PROJECT RELATED DEBRIS AND WASTE SHALL BE RECYCLED OR DISPOSED OF IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL STATUTES AND REGULATIONS.

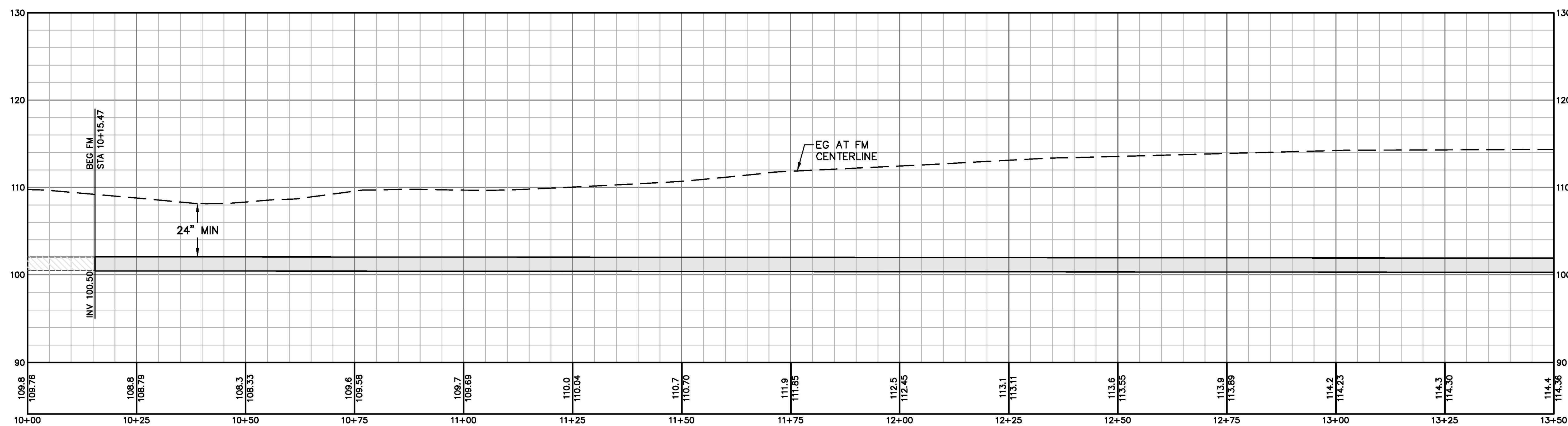
STORM WATER MANAGEMENT PRACTICES

1. ALL CONSTRUCTION SHALL CONFORM TO THE TOWN OF WINDSOR, PHASE I MUNICIPAL STORMWATER WPDIS PERMIT AND THE TOWN STORMWATER ORDINANCE 2016-305.
2. A CONSTRUCTION CRASH MAT SHALL BE INSTALLED IN PREVENTING AND MINIMIZING POLLUTION ON THE JOB.
3. BROTHERLY EXPOSED SLOPES AND ADJACENT STEEPENS FROM EROSION THROUGH PREVENTATIVE MEASURES. COVER SLOPES TO AVOID CONTACT WITH STORM WATER BY HYDRO-SEEDING MULCH, USE OF PLASTIC SHEETING OR OTHER APPROVED MEANS.
4. FULLY BROOKS AND SHOVELS WHEN POSSIBLE TO MAINTAIN A CLEAN SITE. USE OF A HOSE IS NOT ALLOWED. UNLESS CULITY CONTAINED, INTRODUCING WATER AS A CLEANUP METHOD ADS TO WATER POLLUTION.
5. DISCONTAIN A CONCRETE WASTING AREA, DO NOT ALLOW WAS WATER FROM CONCRETE TOOLS OR TRUCKS TO ENTER STORM DRAIN SYSTEMS. MAINTAIN WASHOUT TIER AND DISPOSE OF CONCRETE WASTE ON A REGULAR BASIS.
6. ESTABLISH A VEHICLE STORAGE, MAINTENANCE, AND REFUELING AREA. TO MINIMIZE THE SPREAD OF OIL, GAS, AND ENGINE FLUIDS, USE OF TANKS OR HERMETICALLY SEALED UNDER STATIONARY VEHICLES IS STRONGLY RECOMMENDED.
7. PROTECT DRAIN INLETS FROM RECEIVING POLLUTED STORM WATER THROUGH THE USE OF FILTERS SUCH AS FABRICS, COARSE BARS OR STRAIN WAYS.
8. BE PREPARED FOR RAIN AND HAVE THE NECESSARY MATERIALS ON SITE BEFORE OCTOBER 1ST.
9. INSPECT ALL JOBS BEFORE AND AFTER EACH STORM EVENT. MAINTAIN BARRS ON A REGULAR BASIS AND REFUEL AS NECESSARY, THROUGH THE ENTIRE COURSE OF CONSTRUCTION.
10. CONSTRUCTION SHALL ADHERE TO MINIMUM BEST MANAGEMENT PRACTICES (BMPs) AS REQUIRED BY THE TOWN TO MINIMIZE THE AMOUNT OF SEDIMENT AND OTHER POLLUTANTS LEAVING THE SITE DURING CONSTRUCTION.

<div style="display: flex; justify-content: space-between;"> <div> <p>DESIGNED: RS</p> <p>DRAWN: SR</p> </div> <div> <p>CHECKED: BD</p> <p>DATE:</p> </div> </div>		<p>PLANS PREPARED BY:</p> <div style="display: flex; align-items: center;"> <div> <p>BKF ENGINEERS</p> <p>200 4th STREET</p> <p>SUITE 300</p> <p>SANTA ROSA, CA 95401</p> <p>(707) 583-6530</p> <p>www.bkf.com</p> </div> </div>																																													
<p>BY: REBECCA DOWDER</p> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> <p>PRELIMINARY</p> <p>NOT FOR CONSTRUCTION</p> <p>DATE: 03/14/2024</p> </div>		<p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">NO.</th> <th style="width: 50%;">DESCRIPTION</th> <th style="width: 20%;">REVIEWED BY</th> <th style="width: 20%;">DATE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		NO.	DESCRIPTION	REVIEWED BY	DATE																																								
NO.	DESCRIPTION	REVIEWED BY	DATE																																												
		TOWN OF WINDSOR																																													



PLAN
SCALE: 1"=20'



PROFILE

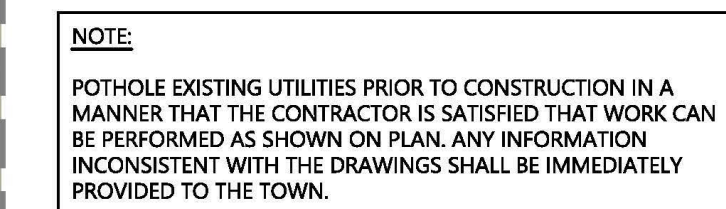
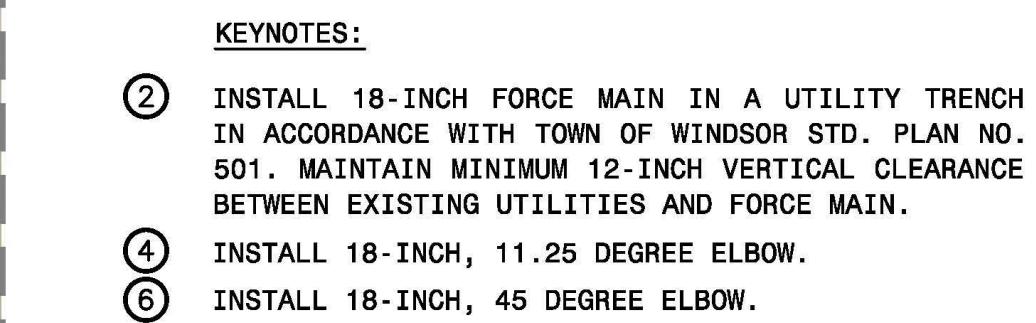
SCALE: H: 1"=20' V: 1"=10'





BY:	PRELIMINARY NOT FOR CONSTRUCTION
REBECCA DOWER	DATE: 03/29/2024 DATE

DESIGNED:	DRAWN:	CHECKED:
RS	SR	BD

REVISIONS				TOWN OF WINDSOR APPROVED BY		TOWN OF WINDSOR PUBLIC WORKS DEPARTMENT			
NO.	DESCRIPTION	REVIEWED BY	DATE		DATE	AIRPORT-LARKFIELD-WIKIUP SANITATION ZONE/WINDSOR WATER DISTRICT SEWER INTERCONNECT			
						SEWER MAIN PLAN & PROFILE STA 10+00 TO STA 13+50			
						SCALE: AS SHOWN		SHEET <u>4</u> OF <u>10</u>	
						DATE: MARCH 2024		TOWN FILE NO. ####	



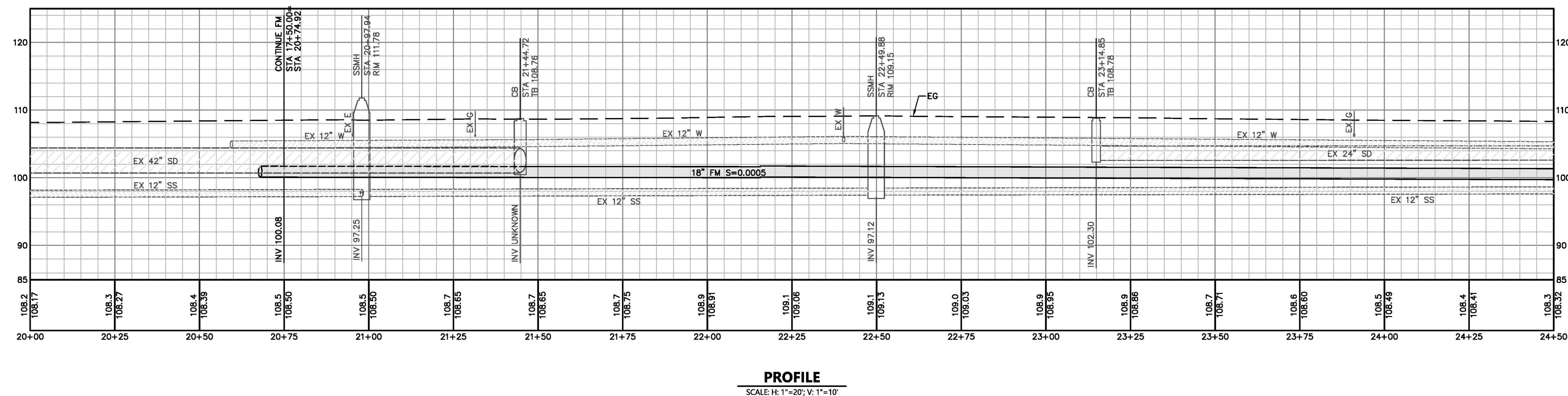
<div><div><p>REGISTERED PROFESSIONAL ENGINEER REBECCA DOWER No. C 80668 CIVIL STATE OF CALIFORNIA</p></div><p>PLANS PREPARED BY:</p><div><p>BKF ENGINEERS 200 4th STREET SUITE 300 SANTA ROSA, CA 95401 (707) 583-8500 www.bkf.com</p></div></div> <div>BY: <div>PRELIMINARY NOT FOR CONSTRUCTION DATE: 03/29/2024 DATE:</div></div> <div>REBECCA DOWER</div>			TOWN OF WINDSOR APPROVED BY				TOWN OF WINDSOR PUBLIC WORKS DEPARTMENT									
DESIGNED: RS			DRAWN: SR			CHECKED: BD			NO.	DESCRIPTION	REVIEWED BY	DATE	BY	DATE	AIRPORT-LARKFIELD-WIKIUP SANITATION ZONE/WINDSOR WATER DISTRICT SEWER INTERCONNECT	
															SEWER MAIN PLAN & PROFILE STA 13+50 TO STA 17+69	
															SCALE: AS SHOWN	
															SHEET 5 OF 10	
															DATE: MARCH 2024	
															TOWN FILE NO. #####	



- KEYNOTES:
- ② INSTALL 18-INCH FORCE MAIN IN A UTILITY TRENCH IN ACCORDANCE WITH TOWN OF WINDSOR STD. PLAN NO. 501. MAINTAIN MINIMUM 12-INCH VERTICAL CLEARANCE BETWEEN EXISTING UTILITIES AND FORCE MAIN.
 - ③ INSTALL FORCE MAIN LOWERING IN ACCORDANCE WITH TOWN OF WINDSOR STD. PLAN NO. 522.
 - ④ INSTALL 18-INCH, 11.25 DEGREE ELBOW.

NOTE:

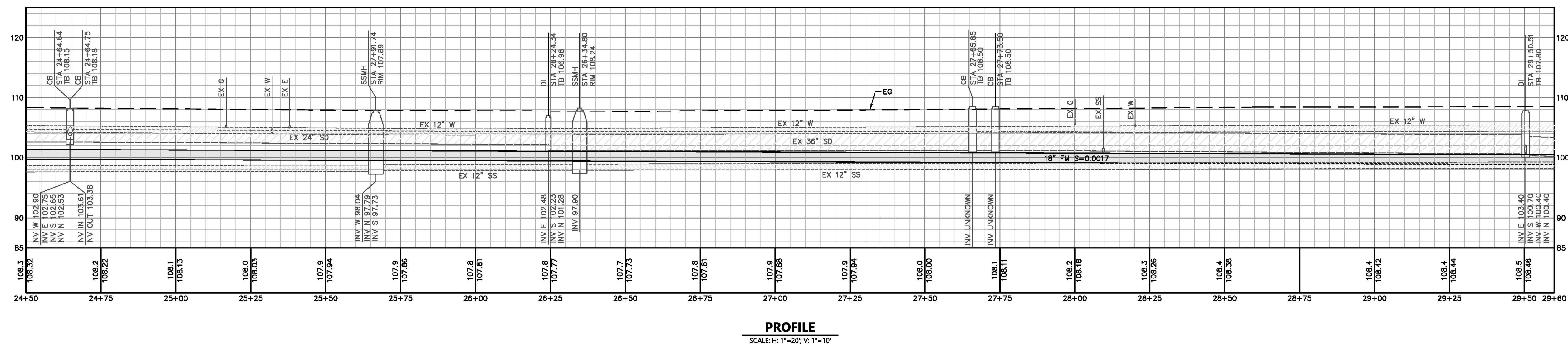
POTHOLE EXISTING UTILITIES PRIOR TO CONSTRUCTION IN A MANNER THAT THE CONTRACTOR IS SATISFIED THAT WORK CAN BE PERFORMED AS SHOWN ON PLAN. ANY INFORMATION INCONSISTENT WITH THE DRAWINGS SHALL BE IMMEDIATELY PROVIDED TO THE TOWN.

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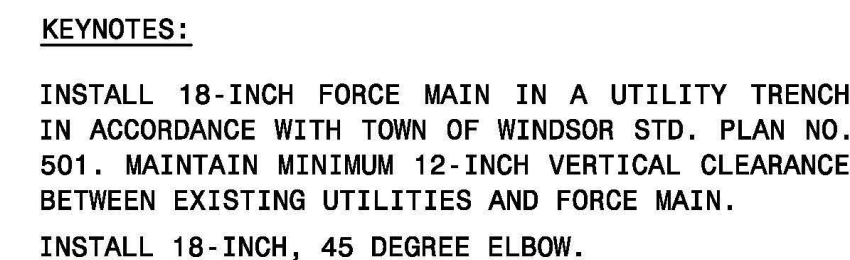


② INSTALL 18-INCH FORCE MAIN IN A UTILITY TRENCH IN ACCORDANCE WITH TOWN OF WINDSOR STD. PLAN NO. 501. MAINTAIN MINIMUM 12-INCH VERTICAL CLEARANCE BETWEEN EXISTING UTILITIES AND FORCE MAIN.

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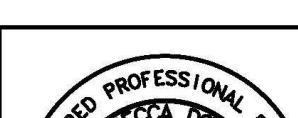

REVISIONS				TOWN OF WINDSOR APPROVED		TOWN OF WINDSOR PUBLIC WORKS DEPARTMENT	
NO.	DESCRIPTION	REVIEWED BY	DATE	BY	DATE		
						AIRPORT-LARKFIELD-WIKIUP SANITATION ZONE/WINDSOR WATER DISTRICT SEWER INTERCONNECT	
						SEWER MAIN PLAN & PROFILE STA 24+50 TO STA 29+60	
						SCALE: AS SHOWN SHEET <u>7</u> OF <u>10</u>	
						DATE: MARCH 2024 TOWN FILE NO. ####	

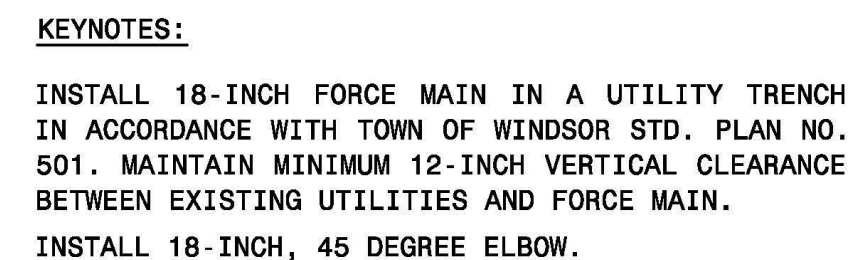


PROFILE
SCALE: H: 1"=20'; V: 1"=10'

The profile view shows the vertical alignment of the road section. The horizontal axis represents stationing from 29+60 to 34+50. The vertical axis represents elevation in feet, ranging from 85 to 120. The profile includes the following details:

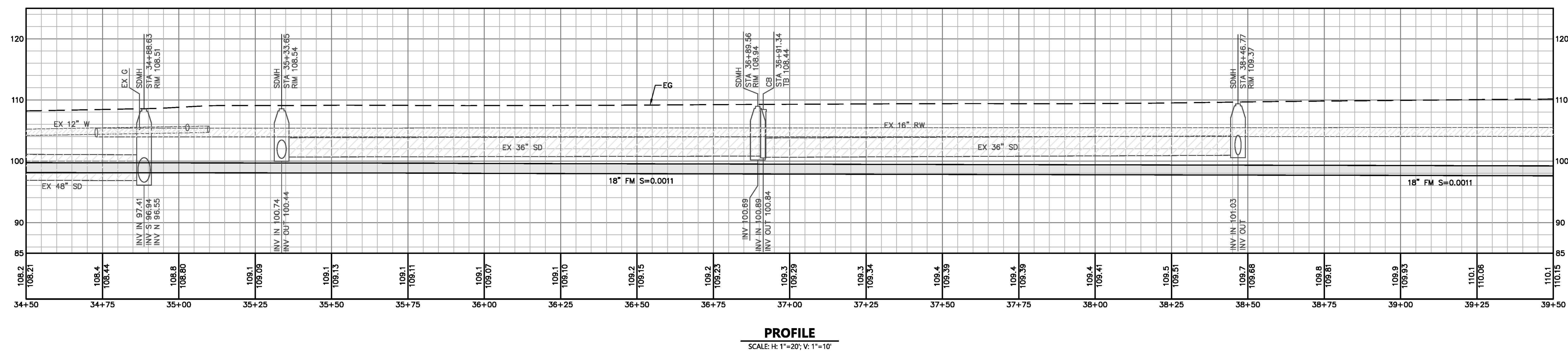
- Vertical Curve Data:**
 - SSMH STA 31+65.97, R/W 108.33, INV 98.25
 - CB STA 31+86.08, TB 107.15, INV S 97.55, INV E 97.40, INV N 97.20
 - SSMH STA 32+87.84, R/W 107.77, INV 98.65
 - CB STA 34+34.95, TB 107.70, INV IN 97.92, INV OUT 97.78, INV UNKNOWN
- Grade and Slope:**
 - EG (Existing Grade) is shown as a dashed line.
 - 18" FM S=0.0017 (Proposed Grade) is shown as a solid line.
- Excavation and Elevation Callouts:**
 - EX 36" SD (Excavation 36 inches SD)
 - EX 12" W (Excavation 12 inches W)
 - EX 12" SS (Excavation 12 inches SS)
 - EX G (Excavation Grade)
- Elevation Callouts:**
 - 108.4, 108.39, 108.2, 108.25, 108.1, 108.11, 108.0, 107.95, 107.97, 107.8, 107.76, 107.6, 107.59, 107.4, 107.42, 107.4, 107.39, 107.4, 107.38, 107.4, 107.36, 107.3, 107.34, 107.4, 107.44, 107.5, 107.52, 107.6, 107.58, 107.7, 107.77, 107.8, 107.85, 108.0, 108.00, 108.2

	PLANS PREPARED BY:  BKF ENGINEERS 200 4th STREET SUITE 300 SANTA ROSA, CA 95401 (707) 583-8500 www.bkf.com		REVISIONS		TOWN OF WINDSOR APPROVED		TOWN OF WINDSOR PUBLIC WORKS DEPARTMENT		
			NO.	DESCRIPTION	REVIEWED BY	DATE	BY	DATE	AIRPORT-LARKFIELD-WIKIUP SANITATION ZONE/WINDSOR WATER DISTRICT SEWER INTERCONNECT
									SEWER MAIN PLAN & PROFILE STA 29+60 TO STA 34+50
BY: _____ REBECCA DOWER		PRELIMINARY NOT FOR CONSTRUCTION DATE: <u>03/29/2024</u> DATE: _____							
DESIGNED: RS	DRAWN: SR	CHECKED: BD						SCALE: AS SHOWN	
								SHEET <u>8</u> OF <u>10</u>	
								DATE: MARCH 2024	
								TOWN FILE NO. #####	

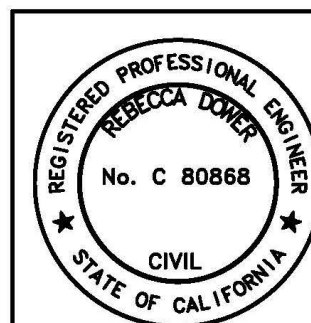


NOTE:

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PROFILE



REBECCA DOWER

DESIGNED: _____
R: _____

DRAWN:

CHECKED: _____
B



BKF ENGINEERS
200 4th STREET
SUITE 300
SANTA ROSA, CA 95407
(707) 583-8500
www.bkf.com

PRELIMINARY

DATE:	03/29/2024	DATE
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TOWN OF WINDSOR
PUBLIC WORKS DEPARTMENT

AIRPORT-LARKFIELD-WIKIUP
SANITATION ZONE/WINDSOR WATER
DISTRICT SEWER INTERCONNECT

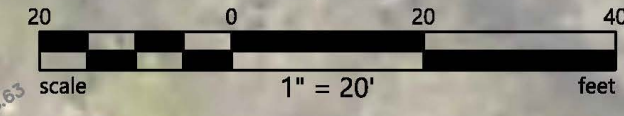
SEWER MAIN PLAN & PROFILE
STA 34+50 TO STA 39+50

SCALE: AS SHOWN

DATE: MARCH 2024

SHEET 9 OF 10
TOWN FILE NO. #####

MATCH LINE - SEE SHEET 9



PLAN
SCALE: 1"=20'



NOTE:

POTHOLE EXISTING UTILITIES PRIOR TO CONSTRUCTION IN A MANNER THAT THE CONTRACTOR IS SATISFIED THAT WORK CAN BE PERFORMED AS SHOWN ON PLAN. ANY INFORMATION INCONSISTENT WITH THE DRAWINGS SHALL BE IMMEDIATELY PROVIDED TO THE TOWN.

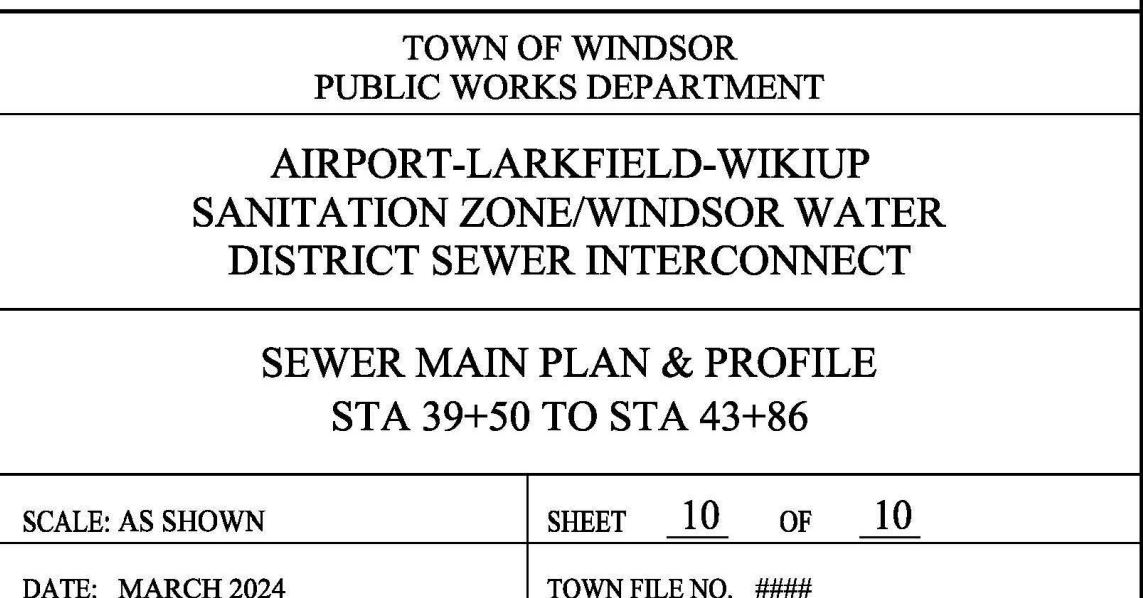


Exhibit B: Map of Ponds and Discharge Points

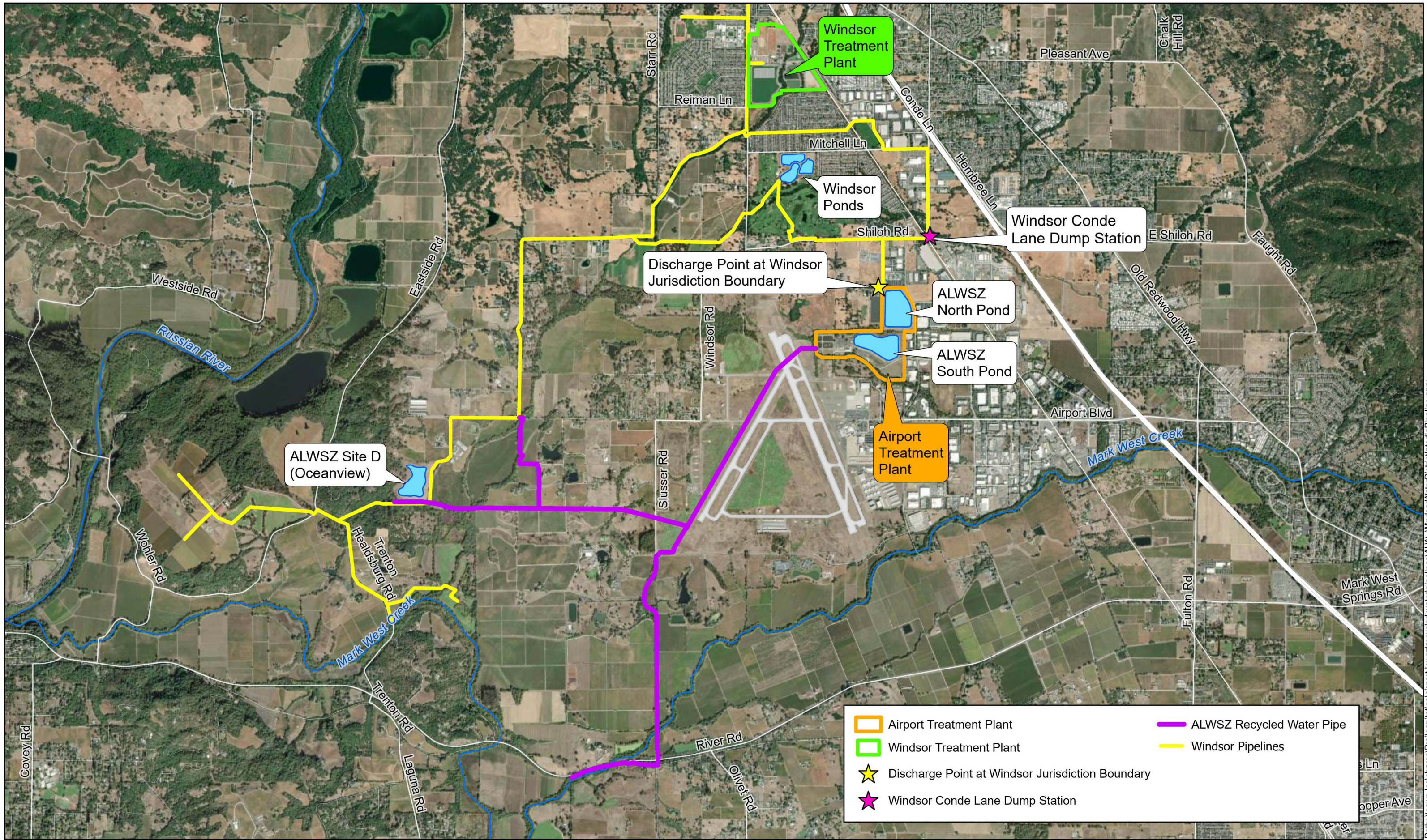


Exhibit C: Insurance

Exhibit C

INSURANCE REQUIREMENTS

Windsor and Sonoma Water shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable as agreed upon by both parties.

- A Commercial general liability at least as broad as ISO CB 001 (per occurrence) \$5,000,000
(Must include operations and completed operations coverage) (aggregate)¹ \$5,000,000
- B Business auto coverage at least as broad as ICO CA 0001 (per accident) \$1,000,000
- C Errors and Omissions liability (per claim & agg) \$5,000,000
- D Workers Compensation Statutory Employer's Liability \$1,000,000

¹ If insurance applies separately to this project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and excess insurance but excess shall provide coverage at least as broad as specified for underlying coverage.

Exhibit D: Operating Standards

Exhibit D

Town of Windsor / Sonoma Water Operating Agreement for Wastewater Collection, Treatment, and Disposal for the Airport Larkfield Wikiup Sanitation Zone

This Operating Agreement shall serve as the basis for the Town of Windsor Water Reclamation Facility (TOW) to accept un-treated and partially treated wastewater from Sonoma Water (SW) within the current jurisdiction of the Airport Larkfield Wikiup Sanitation Zone (AZ) in accordance with all provisions and phases agreed upon in the Agreement between the Windsor Water District and the Sonoma County Water Agency regarding Wastewater Collection and Treatment (Agreement).

The purpose and intent of this Operating Agreement is to establish Industrial Waste, Sewer Collection System, Treatment Plant Operations, and Recycled Water Distribution management procedures through information gathering, staff training, knowledge capture, and collaboration between TOW and SW to ensure a duty bound, transfer of responsibilities with minimal expense from either Agency.

For the purposes of this Operating Agreement, “Pre-Connection” shall represent the time frame agreed to between both parties as prior to the sanitary sewer connection between the AZ and TOW, per the adopted terms contained within the Agreement. “Post Connection” shall refer to the completion and acceptance of the sanitary sewer connection by both the AZ and TOW, as outlined in the adopted terms contained within the Agreement.

1.0 Industrial Waste / Pre-Treatment Program

1.1 Pre-Connection

- 1.1.1 Provide a copy of current sewer use and local limits ordinances for AZ.
- 1.1.2 Provide a copy of current IW / pre-treatment program in use in the AZ.
- 1.1.3 Provide most recent priority pollutant analysis.
 - 1.1.3.1 Coordinate with TOW staff for additional sampling if required.
- 1.1.4 Provide a list of significant industrial users, including, but not limited to current customers within the AZ subject to any pre-treatment requirements or routine inspections.
- 1.1.5 Provide a list of all current and pending waste discharge permits.
 - 1.1.5.1 Waste Discharge Permits should contain at a minimum; permittee, site address, site contact name and information, permitted discharge requirements / prohibitions.
- 1.1.6 Provide Full Time Equivalent (FTE) hours for inspections and enforcement within the AZ.
- 1.1.7 Provide list of equipment related to and used for the implementation of the Industrial Waste / Pre-Treatment Program owned by AZ.

1.2 Post Connection

- 1.2.1 Update TOW on any active or planned changes in data, information, or actions taken within Section 1.1.

- 1.2.2 Notify TOW staff of IW inspection schedule for potential training, knowledge capture, and ride-along opportunities.

2.0 Collection System

2.1 Pre-Connection

- 2.1.1 Provide access to current GIS or latest version of Collection System Base Maps
 - 2.1.1.1 Information should contain at a minimum, location, appurtenances, size, material, and age of all known components of the sewer collection system.
- 2.1.2 Provide design, construction, and as built drawings (asset management) of all lift / pump stations as available.
 - 2.1.2.1 Provide copies of all O&M Manuals as available
 - 2.1.2.2 Provide Standard and Emergency Operating Procedures for lift / pump stations as available.
 - 2.1.2.2.1 Identify source / location of back-up power.
 - 2.1.2.2.2 Identify previous and potential plans for bypass operations.
 - 2.1.2.2.3 Provide average daily and peak wet weather flows / capacities.
 - 2.1.2.3 Provide relevant information for SCADA integration if available (frequency, IP address, etc.)
- 2.1.3 Provide list of planned equipment purchases related to sewer collection system operation, maintenance and repair owned by AZ.
- 2.1.4 Identify / define upper and lower lateral responsibilities for all areas included within the ALWSZ.
- 2.1.5 Provide current preventative maintenance (including CCTV) schedule for system.
 - 2.1.5.1 Identify areas under a more frequent cleaning schedule (hot spots).
- 2.1.6 Provide SSO history and locations beginning January 1, 2018.
- 2.1.7 Provide Full Time Equivalent (FTE) hours for preventative maintenance, CCTV work, USA (mark and locate), and emergency repair within the AZ, as the most recent three (3) year average.
- 2.1.8 Notify TOW staff of potential for preventative maintenance and USA activities for potential training, ride-along, and knowledge capture opportunities.

2.2 Post Connection

- 2.2.1 Update TOW on any active or planned changes in data, information, or actions taken within Section 2.1.
- 2.2.2 Notify TOW staff of preventative maintenance and USA activities for potential training, ride-along, and knowledge capture opportunities.

3.0 Wastewater Treatment

3.1 Pre-Connection

- 3.1.1 Provide list of current and planned equipment related to wastewater treatment system operation, maintenance and repair owned by AZ.
 - 3.1.1.1 Provide copies of all O&M Manuals and other asset management information as available
- 3.1.2 Provide access to and operational training of the reclaimed water fill station, sewage receiving station, and vacuum truck dump station located within the AZ perimeter. Including Portalogic / EleMech system(s).
- 3.1.3 Facilitate / coordinate / confer with TOW staff and TOW contractors to:
 - 3.1.3.1 Determine best use of available resources for maximum BOD, TSS, and Ammonia removal.
 - 3.1.3.2 Integration of available telemetry / data into TOW SCADA system
 - 3.1.3.3 Develop Operation and Maintenance tasks as needed to maintain influent monitoring, influent and secondary effluent pumps, aeration (secondary treatment), screenings and grit removal equipment, and recycled water storage ponds.
 - 3.1.3.3.1 Develop communication protocol for reporting relevant information related actions / tasks / conditions identified under Section 3.1.3
 - 3.1.3.4 Provide in plant shadow opportunities to TOW Operations staff as available and convenient.
- 3.1.4 Provide Standard and Emergency Operating Procedures for the wastewater treatment system as available.
- 3.1.5 Provide Full Time Equivalent (FTE) hours for wastewater treatment operations within the AZ plant.
- 3.1.6 Provide access (within SW security standards) for TOW personnel, outside contractors, and consultants to facilitate the Permanent Sewer Connection.
 - 3.1.6.1 Provide design and as built drawings of AZ Treatment Plant and immediate surrounding areas as requested.
 - 3.1.6.1.1 Provide historical knowledge of upgrades, abandonments, and improvements if needed to supplement available drawings.
- 3.1.7 Provide technical and field assistance to complete the Permanent Sanitary Sewer Connection.

3.2 Post Connection

- 3.2.1 Continue to coordinate / confer with TOW staff and TOW contractors if requested to:
 - 3.2.1.1 Consult on best use of available resources for maximum BOD, TSS, and Ammonia removal, and the safe conveyance of raw or partially treated wastewater.

- 3.2.1.2 Accommodate integration of available telemetry / data into TOW SCADA system
- 3.2.1.3 Refine (if requested) TOW Operation and Maintenance tasks as needed to maintain influent monitoring, influent and secondary effluent pumps, aeration (secondary treatment), screenings and grit removal equipment, and recycled water storage ponds.
 - 3.2.1.3.1 Refine (if requested) communication protocols for reporting relevant information related actions / tasks / conditions identified under Section 3.2.1

4.0 Reclaimed Water Transfer and Distribution System Operation

4.1 Pre-Connection

- 4.1.1 Provide current permitted recycled water user information.
 - 4.1.1.1 Provide location, contact, copy of User's Agreement and historical recycled water application as available.
 - 4.1.1.2 Provide a list and drawings if available of all recycled water turnouts and installed metering devices.
- 4.1.2 Provide any current agreements or arrangements for recycled water application / distribution / disposal not identified in Section 4.1.1.
- 4.1.3 Provide information on transfers of recycled water between AZ and City of Santa Rosa Beginning January 1, 2018. Information to include dates, times, volumes, and costs, if applicable.
- 4.1.4 Provide Full Time Equivalent (FTE) hours for reclaimed water operations and preventative maintenance (including storage ponds) for the AZ.
- 4.1.5 Provide list of equipment related to reclaimed water storage, system operation, maintenance, and repair owned by AZ.
- 4.1.6 Provide access to current GIS or latest version of Reclaimed Water System Base Maps
 - 4.1.6.1 Information should contain at a minimum, location, appurtenances, size, material, and age of all known components of the reclaimed water distribution system.
- 4.1.7 Provide design, construction, and as built drawings of all pump stations and storage ponds as available.
- 4.1.8 Provide copies of all O&M Manuals as available
- 4.1.9 Provide Standard and Emergency Operating Procedures for reclaimed water pump stations as available.
- 4.1.10 Coordinate with TOW for SCADA integration of AZ reclaimed water system.
 - 4.1.10.1 Assist with possible new intertie connection at Site D pump station and TOW distribution system located near 4151 Mark West Station Road
- 4.1.11 Notify TOW staff of preventative maintenance, site tours, and USA activities for potential training, ride-along, and knowledge capture opportunities.

5.0 General

5.1.1 Contacts

Mike Cave, Deputy Director	707-838-5329 707-955-9585	mcave@townofwindsor.com
Veronica Siwy, Deputy Director	707-838-1218 650-302-1996	vsiwy@townofwindsor.com
David Ernst, Superintendent	707-838-5328 707-758-3882	dernst@townofwindsor.com
Doug Miller, Supervisor	707-838-5384	dmiller@townofwindsor.com
Adrienne Cibor, Manager	707-838-1219	acibor@townofwindsor.com
Emma Walton, Operations Manager	707-547-1976 707-494-9705	Emma.Walton@scwa.ca.gov
David Royall, Maintenance Manager	707-521-1892 707-495-6108	David.Royall@scwa.ca.gov
Garett Walker, Operations Coordinator	707-521-1849 707-495-6299	Garett.Walker@scwa.ca.gov
Nick Rowan, Maintenance Coordinator	707-547-1076 707-975-2676	Nick.Rowan@scwa.ca.gov
Danny Colvin, Collections and Facilities Coordinator	707-547-1062 707-495-6408	Danny.Colvin@scwa.ca.gov