

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

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

Date: _____

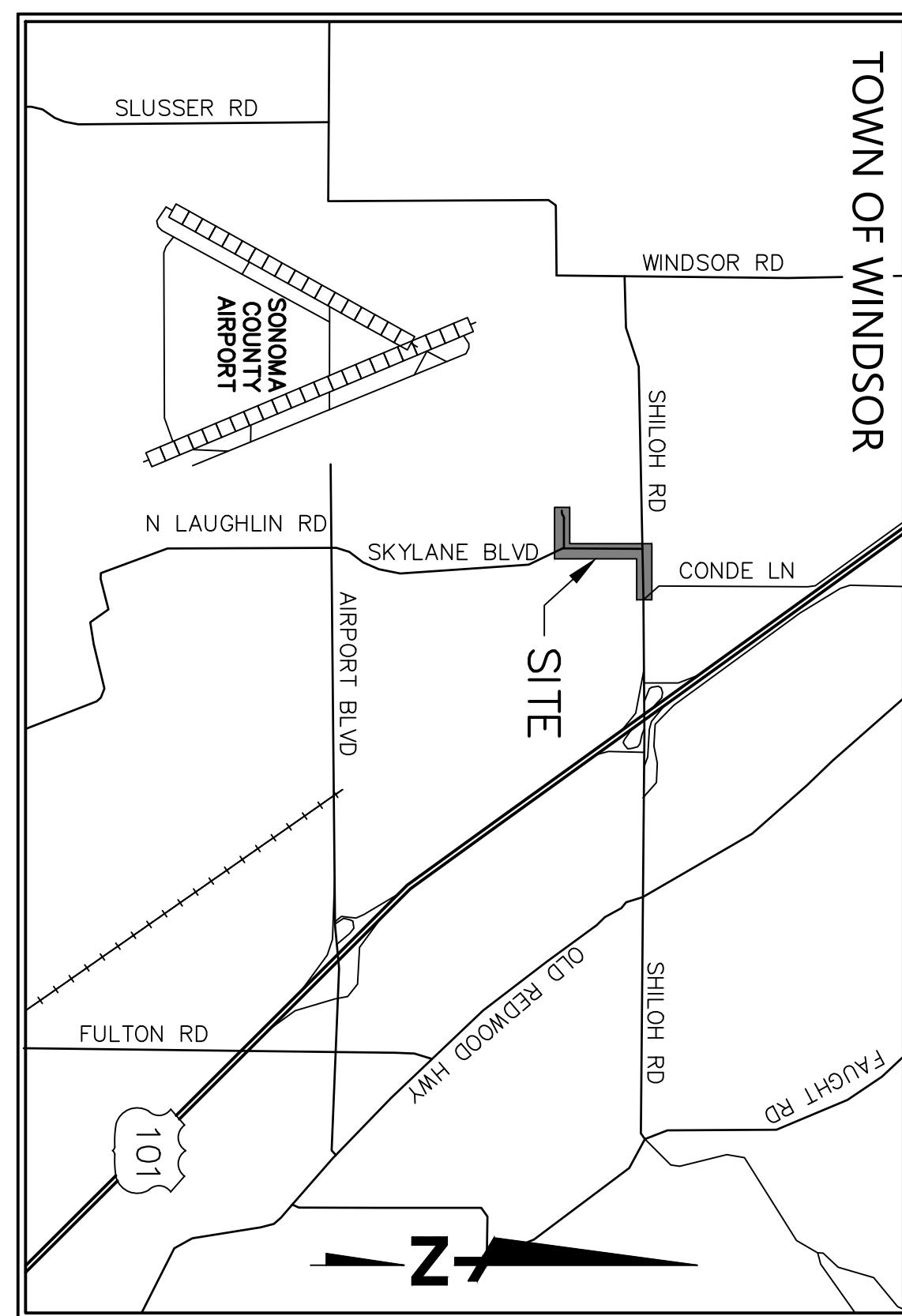
Town of Windsor

By: _____
Jon Davis, Town Manager

Date: _____

5587332.1

Exhibit A: Intertie Connection Design



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

TOWN OF WINDSOR
SONOMA COUNTY, CALIFORNIA

TOWN OF
WINDSOR



Call before you dig.
811

INDEX OF SHEETS	
Sheet No.	Description
1.	PROJECT INFORMATION
2.	CONSTRUCTION NOTES
3.	KEY MAP
4.	PIPE CROSSING DETAILS
5.	WATER, SEWER, RECYCLED WATER & STORM DRAIN PIPELINE SEPARATION
6.	STANDARD TRENCH DETAIL
7.	PLAN AND PROFILE - STA 10+00 TO STA 13+50
8.	PLAN AND PROFILE - STA 13+50 TO STA 17+69
9.	PLAN AND PROFILE - STA 20+00 TO STA 24+50
10.	PLAN AND PROFILE - STA 24+50 TO STA 29+60
	PLAN AND PROFILE - STA 29+60 TO STA 34+50
	PLAN AND PROFILE - STA 34+50 TO STA 34+50
	PLAN AND PROFILE - STA 39+50 TO STA 43+86

APPLICABLE TOWN STANDARD DRAWINGS

Standard No.	Description
STD. NO. 412	PIPE CROSSING DETAILS
STD. NO. 414	WATER, SEWER, RECYCLED WATER & STORM DRAIN PIPELINE SEPARATION
STD. NO. 501	STANDARD TRENCH DETAIL

BASIS OF BEARINGS

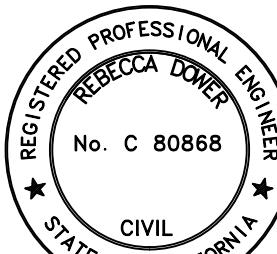
THE BEARINGS SHOWN HEREON ARE BASED UPON CALIFORNIA COORDINATE SYSTEM OF 1983, CCS83, ZONE 2, (2011.0) IN ACCORDANCE WITH THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 8801-8819. SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE CSDS CONTROL NETWORK USING GLOBAL NAVIGATION SATELLITE (GNSS) METHODS.

BENCHMARK

2" BRASS DISK IN MONUMENT WELL, LOCATION SHOWN HEREON, ELEVATION 108.00; DATUM NAVD 88 BY GPS
OBSERVATIONS UTILIZING THE CALIFORNIA SURVEY & DRAFTING SUPPLY VSN.

RECORD DRAWING	
I HEREBY STATE THAT THESE RECORD DRAWING CHANGES ARE COMPILED FROM INFORMATION FURNISHED BY THE PROJECT CONTRACTOR, SOLUS ENGINEER AND MY OFFICE. I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE THE WORK WAS DONE IN ACCORDANCE WITH THE FINAL APPROVED PLANS. THE ENGINEER AND THE TOWN WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH HAVE BEEN INCORPORATED INTO THIS DOCUMENT AS A RESULT. FIELD VERIFICATION OF CRITICAL FACTS AND DATA SHALL BE MADE IF THESE DOCUMENTS ARE TO BE USED AS A BASIS FOR FUTURE WORK.	
(ENGINEER'S SIGNATURE)	(DATE)
AS-BUILTS CONFIRMED BY TOWN OF WINDSOR PUBLIC WORKS	
(SIGNATURE)	(DATE)
TITLE (PRINT)	
PLANS PREPARED BY:	
BKF BKF ENGINEERS	
200 4th STREET SUITE 300 SANTA ROSA, CA 95401 (707) 563-5500 www.bkf.com	
REGISTERED PROFESSIONAL ENGINEER No. C 80868 ★ S.A.T.C. of CALIFORNIA	
BY: REBECCA DOWER <small>RECD 03/16/2024</small>	
PRELIMINARY NOT FOR CONSTRUCTION	
DESIGNED: RS	DRAWN: SR
CHECKED: DATE	SCALE: SHEET OF
DATE	TOWN FILE NO.



		
<p>PLANS PREPARED BY:</p>		
		
<p>BKF ENGINEERS 200 4th STREET SUITE 300 SANTA ROSA, CA 95404 (707) 583-8500 www.bkf.com</p>		
<p>BY: REBECCA DOWER DATE: 03/14/2024</p>		
<p>DESIGNED: RS DRAWN: SR CHECKED: BD</p>		

**TOWN OF WINDSOR
PUBLIC WORKS DEPARTMENT**

KEY MAP

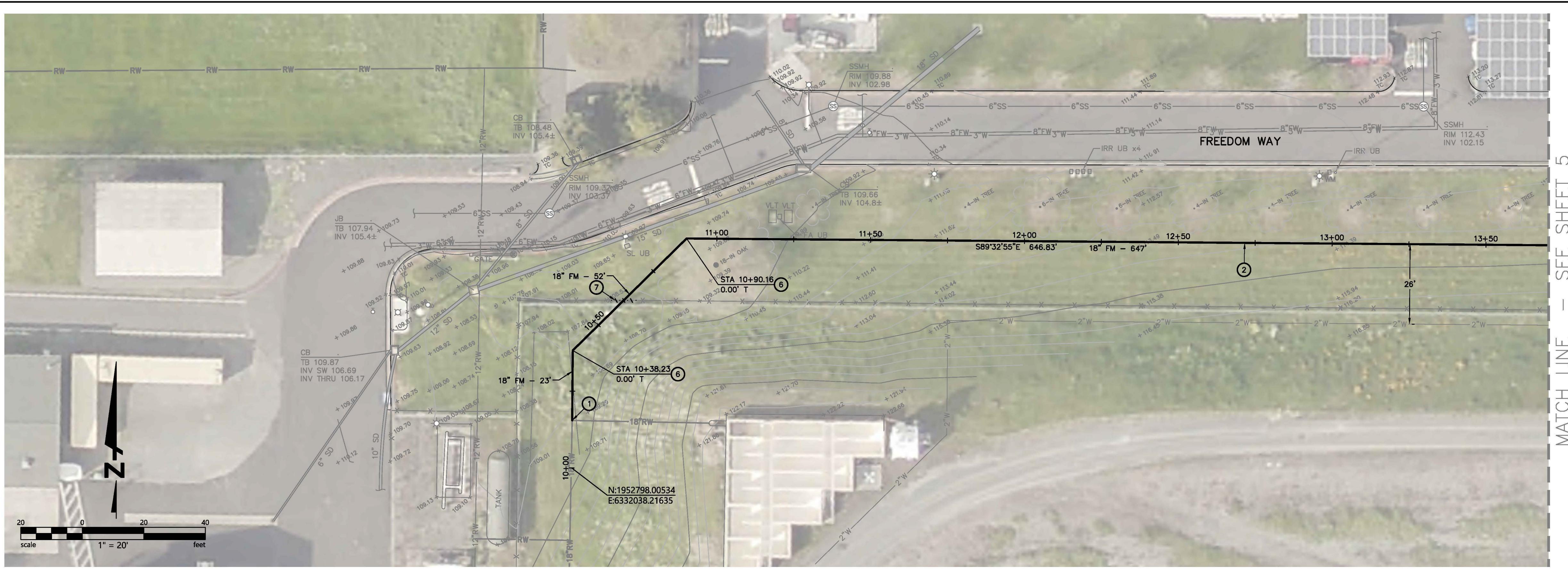
RE: AS SHOWN	SHEET	<u>3</u>	OF	<u>10</u>
RE: MARCH 2024	TOWN FILE NO.	####		

FOR REDUCED PLANS, THE
ORIGINAL SCALE IS IN INCHES



The scale line is a vertical line with horizontal tick marks at the 0, 1, 2, and 3 inch marks. The text 'FOR REDUCED PLANS, THE ORIGINAL SCALE IS IN INCHES' is positioned to the left of the scale line.

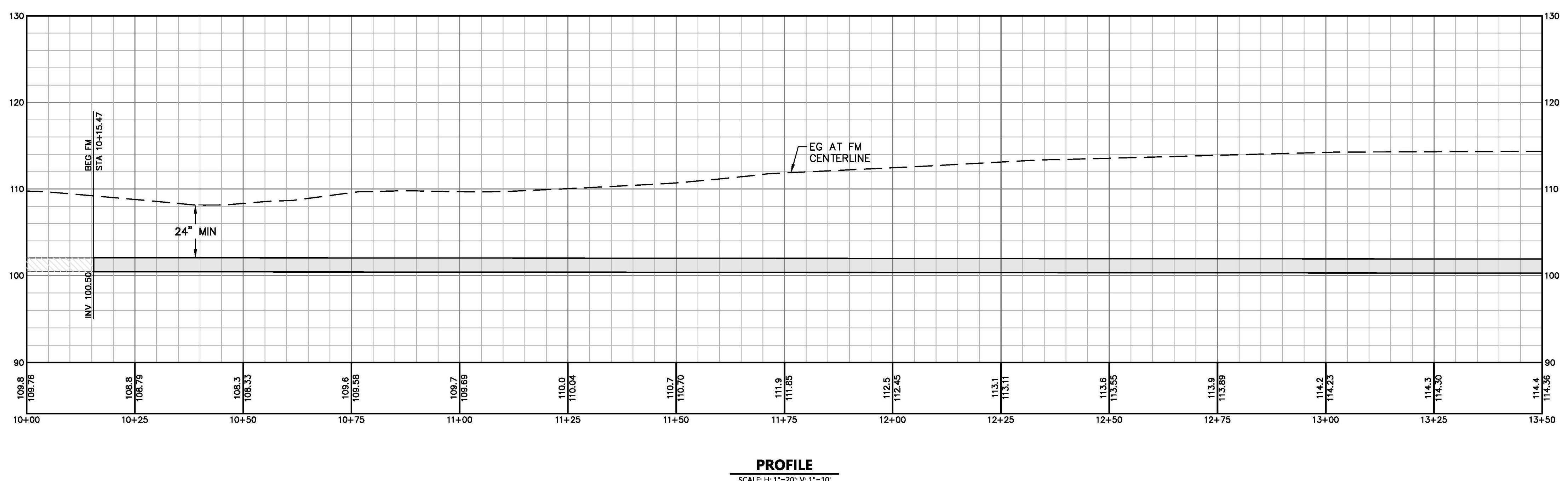
Images: CountySp2021_4_6.sid; Xrefs: 231821_TOPO.dwg; 231699_SKYLINE.dwg; 231699_X_AERI.dwg; 231699_X_GIS_UTL.dwg



KEYNOTES:

- ① CONNECT TO EXISTING UTILITY IN A MANNER WHICH PROVIDES A PERMANENT WATER TIGHT SEAL.
- 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.
- ⑥ INSTALL 18-INCH, 45 DEGREE ELBOW.
- ⑦ REMOVE AND REPLACE PORTION OF EXISTING FENCE AS NEEDED TO FACILITATE PROPOSED IMPROVEMENTS AND DISPOSE OF UNUSED MATERIALS IN ACCORDANCE WITH LOCAL REGULATIONS.

TE:
HOLE EXISTING UTILITIES PRIOR TO CONSTRUCTION IN A
INNER THAT THE CONTRACTOR IS SATISFIED THAT WORK CAN
PERFORMED AS SHOWN ON PLAN. ANY INFORMATION
CONSISTENT WITH THE DRAWINGS SHALL BE IMMEDIATELY
OVIDED TO THE TOWN.



A circular stamp with a double-lined border. The outer ring contains the words 'REGISTERED PROFESSIONAL' at the top and 'REBECCA DOWN' at the bottom. The inner circle contains 'No. C 8086' at the top and 'CIVIL' at the bottom. A five-pointed star is located at the bottom left of the inner circle.

The image is an advertisement for BKF Engineers. On the left, there is a circular seal with the text "CIVIL ENGINEER" around the top and "CALIFORNIA" around the bottom. The year "1988" is in the center. On the right, there is a large logo for BKF Engineers. The logo features the letters "BKF" in a large, bold, white font on a black background. Below the letters is a stylized graphic of a road or path made of grey and white diagonal stripes. To the right of the graphic, the company name "BKF ENGINEERS" is written in a bold, black, sans-serif font. Below that, the address "200 4th STREET" and "SUITE 300" is listed, followed by the city "SANTA ROSA, CA 95404" and the phone number "(707) 583-8500". At the bottom, the website "www.bkf.com" is provided.

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

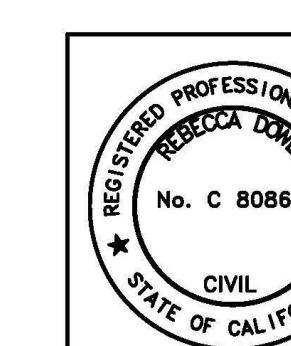
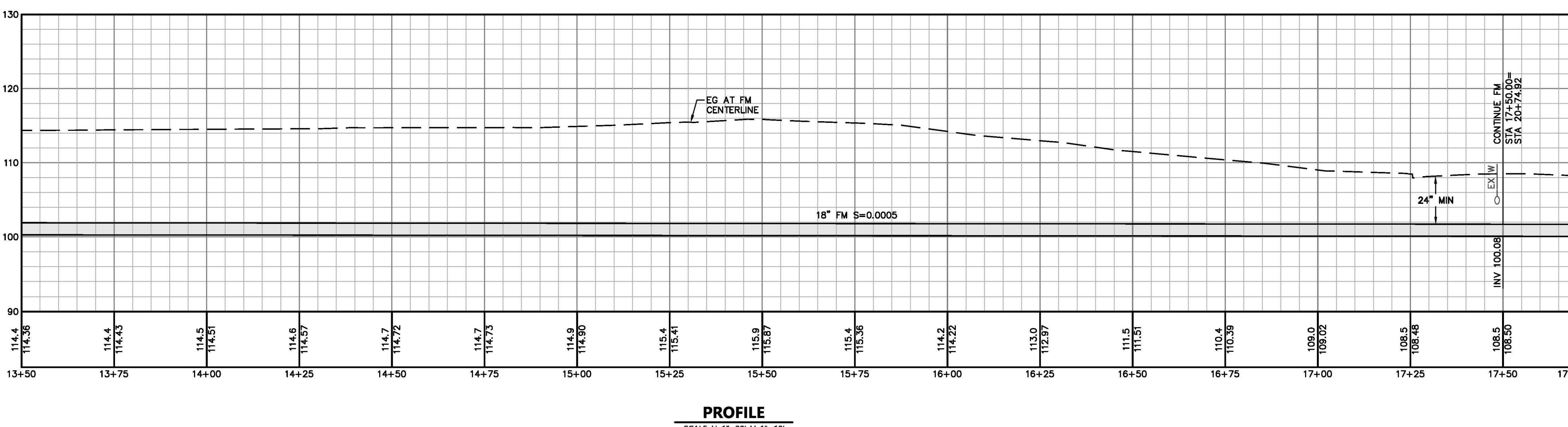
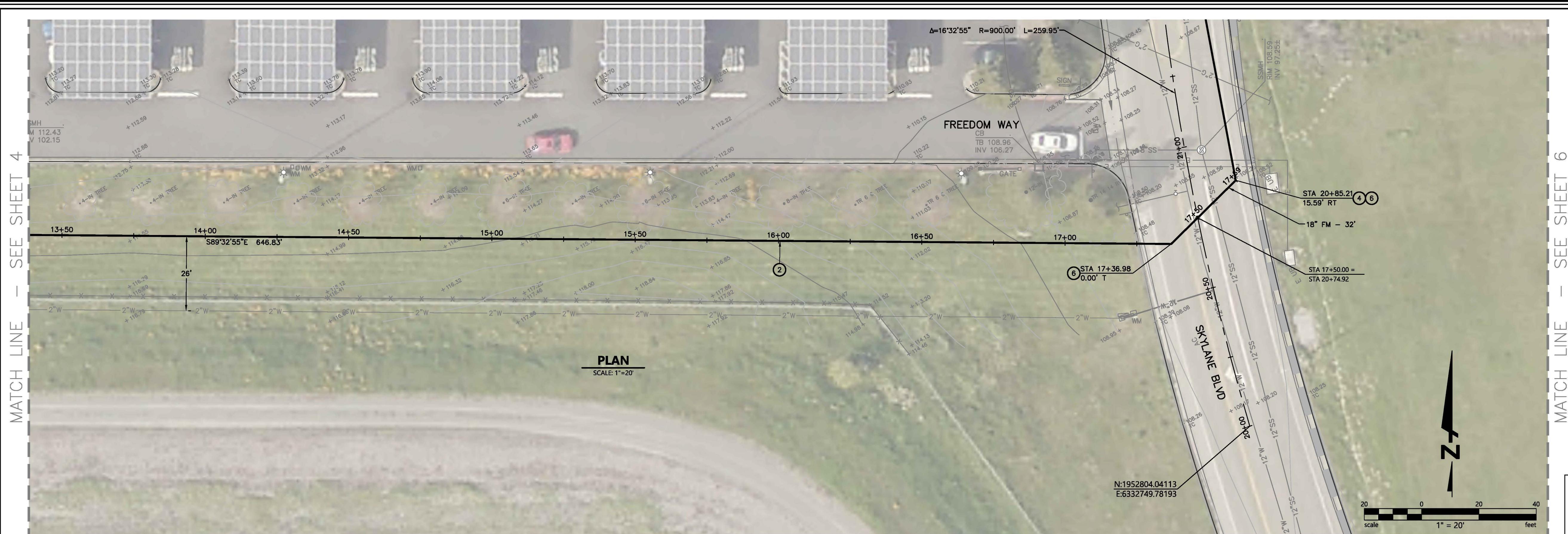
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TOWN OF WINDSOR

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

WER 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. #####



A circular stamp with the words "REGISTERED PROFESSIONAL" at the top and "REBECCA DOWN" in the center. At the bottom, it says "No. C 8086" and "CIVIL" at the bottom right. A small star is on the left side.

PLANS PREPARED BY:

BKF ENGINEERS

200 4th STREET
SUITE 300
SANTA ROSA, CA 95404
(707) 583-8500
www.bkf.com

PRELIMINARY
NOT FOR CONSTRUCTION

DESIGNED:	DRAWN:	CHECKED:
RS	SR	BD

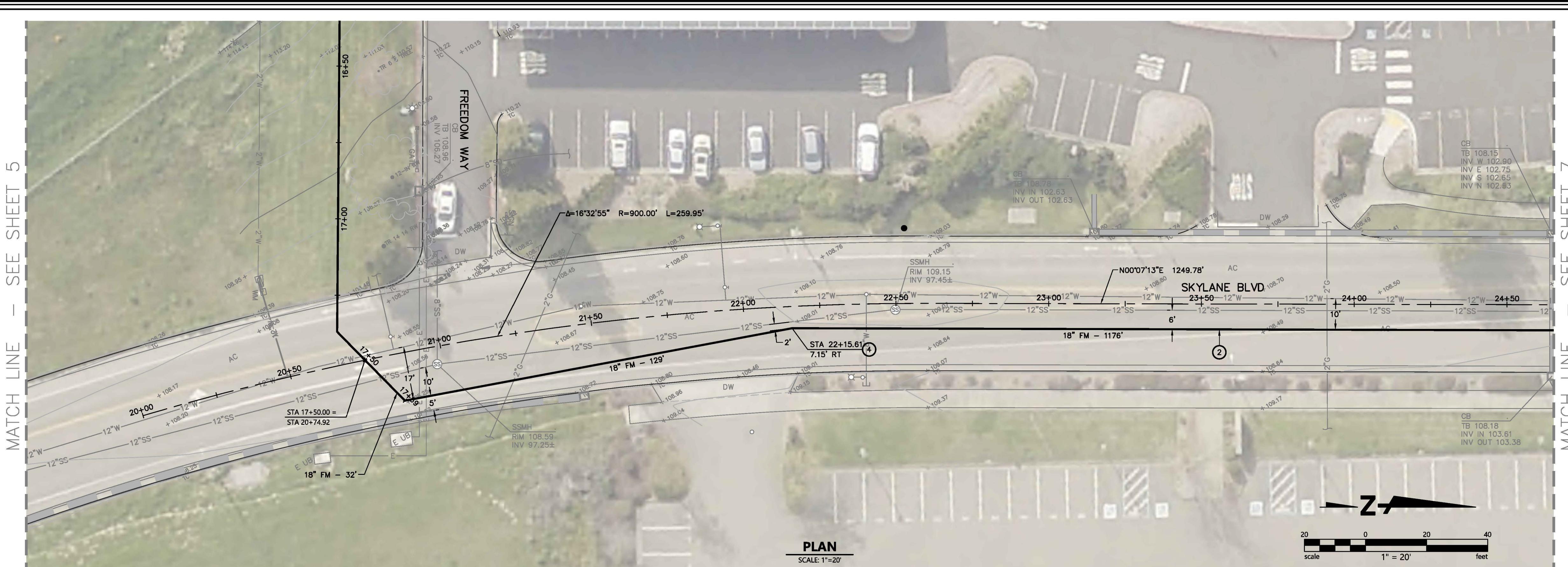
**TOWN OF WINDSOR
PUBLIC WORKS DEPARTMENT**

**AIRPORT-LARKFIELD-WIKIUP
NITATION ZONE/WINDSOR WATER
ISTRIC SEWER INTERCONNECT**

**SEWER MAIN PLAN & PROFILE
STA 13+50 TO STA 17+69**

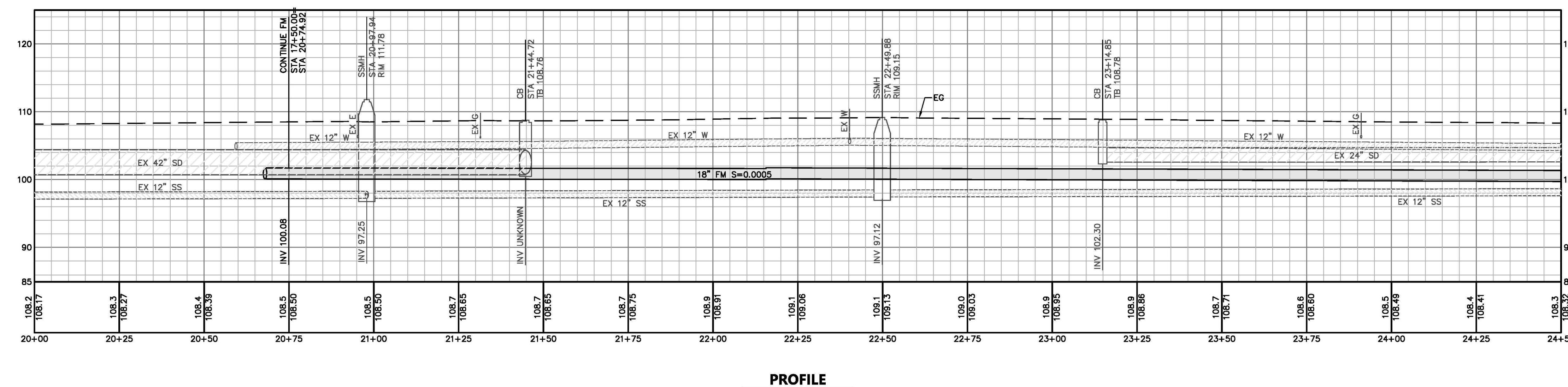
	SHEET <u>5</u> OF <u>10</u>
24	TOWN FILE NO. #####

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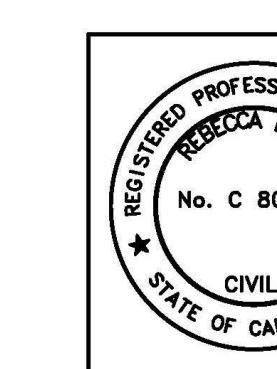


FOR REDUCED PLANS, THE
ORIGINAL SCALE IS IN INCHES

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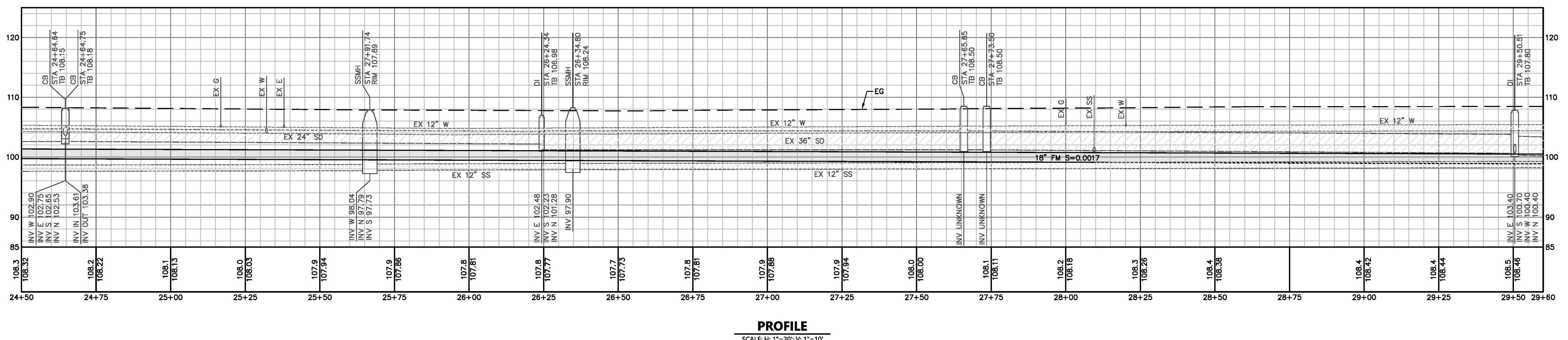
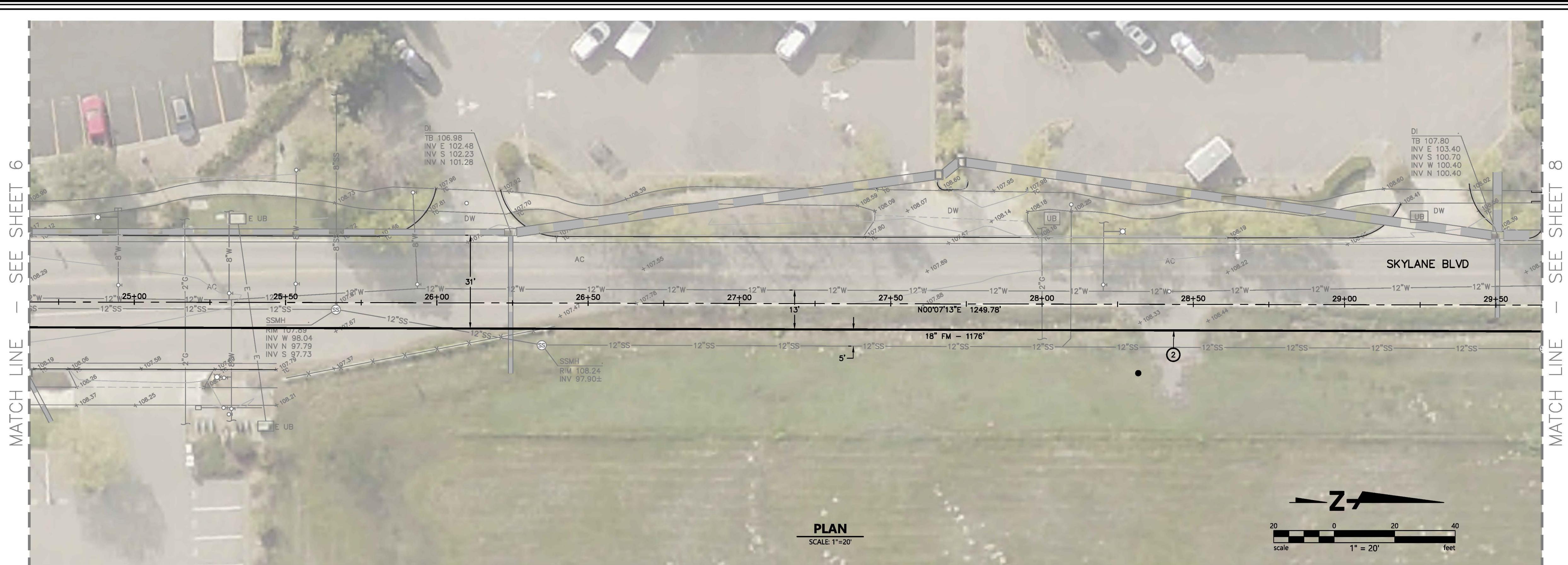
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BY:	PRELIMINARY NOT FOR CONSTRUCTION	
REBECCA DOWER	DATE:	03/29/2024 DATE

	DRAWN:	CHECKED:
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SR BD



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

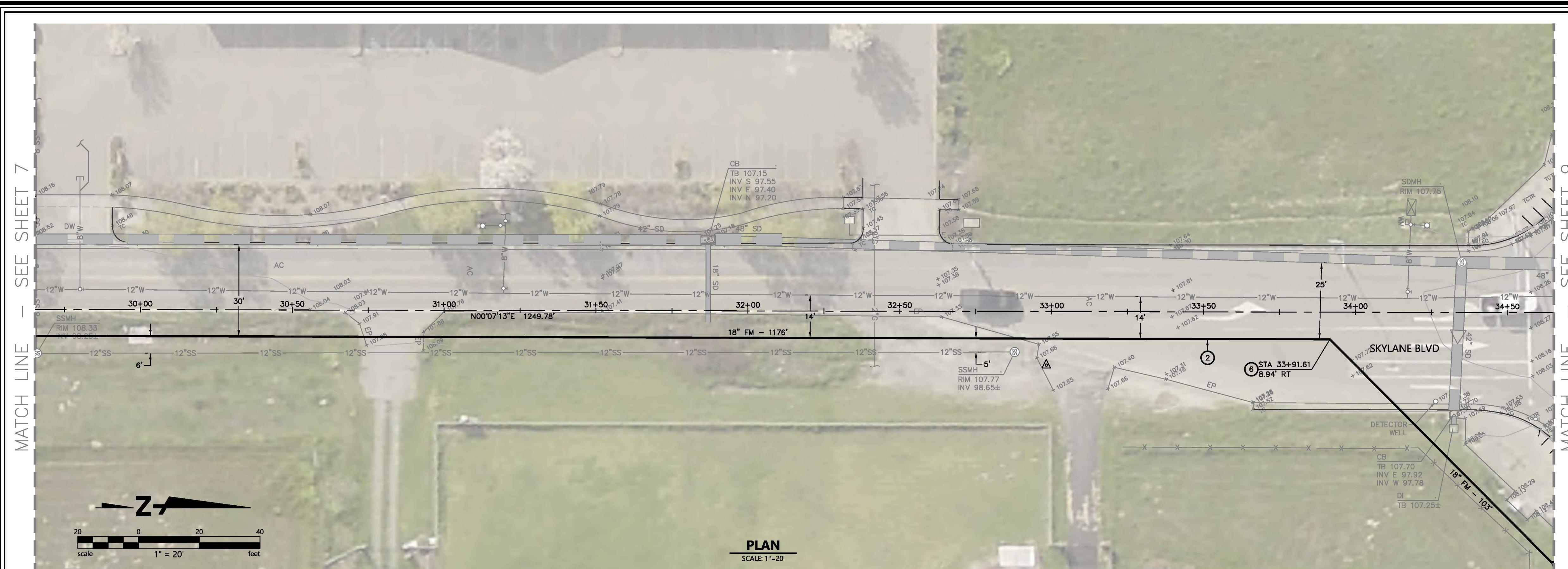
DESIGNED: RS	DRAWN: SR	CHECKED: BD
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TOWN OF WINDSOR

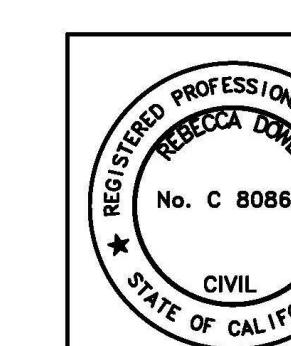
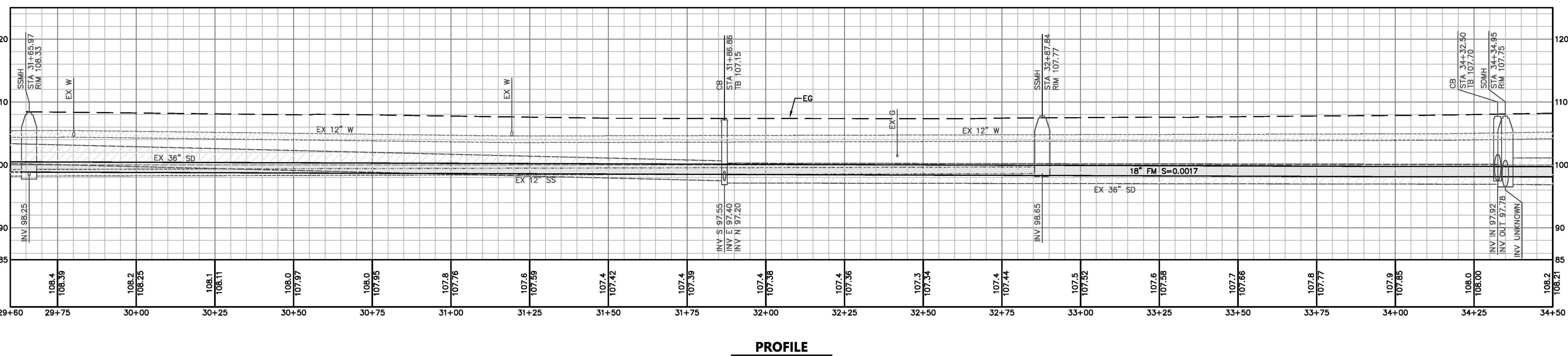
AIRPORT-LARKFIELD-WIKIUP SANITATION ZONE/WINDSOR WATER DISTRICT SEWER INTERCONNECT

WATER MAIN PLAN & PROFILE STA 24+50 TO STA 29+60

AS SHOWN	SHEET <u>7</u> OF <u>10</u>
MARCH 2024	TOWN FILE NO. ####



FOR REDUCED
ORIGINAL SCALE



PLANS PREPARED BY:

BKF **ENGINEERS**

200 4th STREET
SUITE 300
SANTA ROSA, CA 95404
(707) 583-8500
www.bkf.com

	PRELIMINARY NOT FOR CONSTRUCTION
REBECCA DOWER	DATE: <u>03/29/2024</u> DATE

DESIGNED: RS	DRAWN: SR	CHECKED: BD
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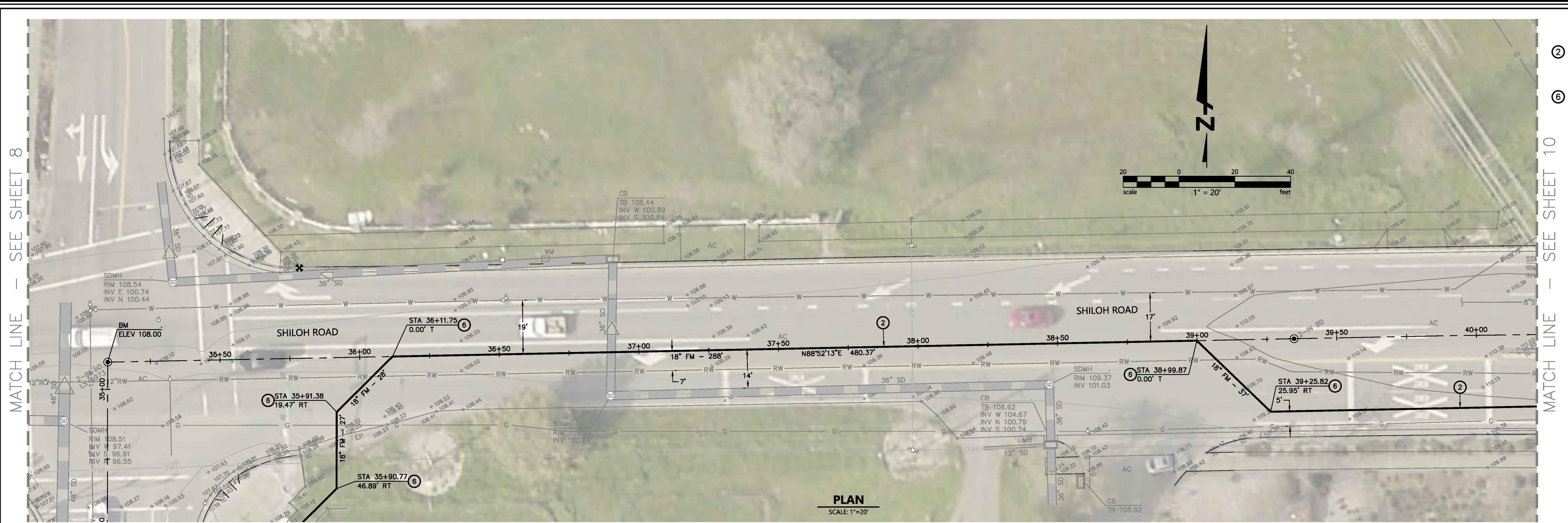
TOWN OF WINDSOR

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

SEWER MAIN PLAN & PROFILE STA 29+60 TO STA 34+50

SCALE: AS SHOWN	SHEET <u>8</u> OF <u>10</u>
DATE: MARCH 2024	TOWN FILE NO. #####

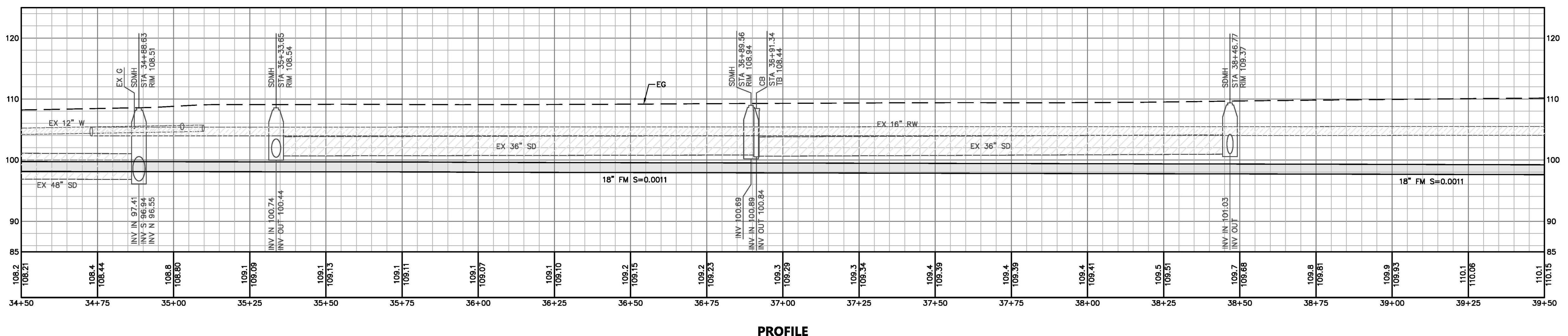
10 of 10 pages



YNOTES:

STALL 18-INCH FORCE MAIN IN A UTILITY TRENCH
ACCORDANCE WITH TOWN OF WINDSOR STD. PLAN NO.
1. MAINTAIN MINIMUM 12-INCH VERTICAL CLEARANCE
TWEEN EXISTING UTILITIES AND FORCE MAIN.
STALL 18-INCH, 45 DEGREE ELBOW.

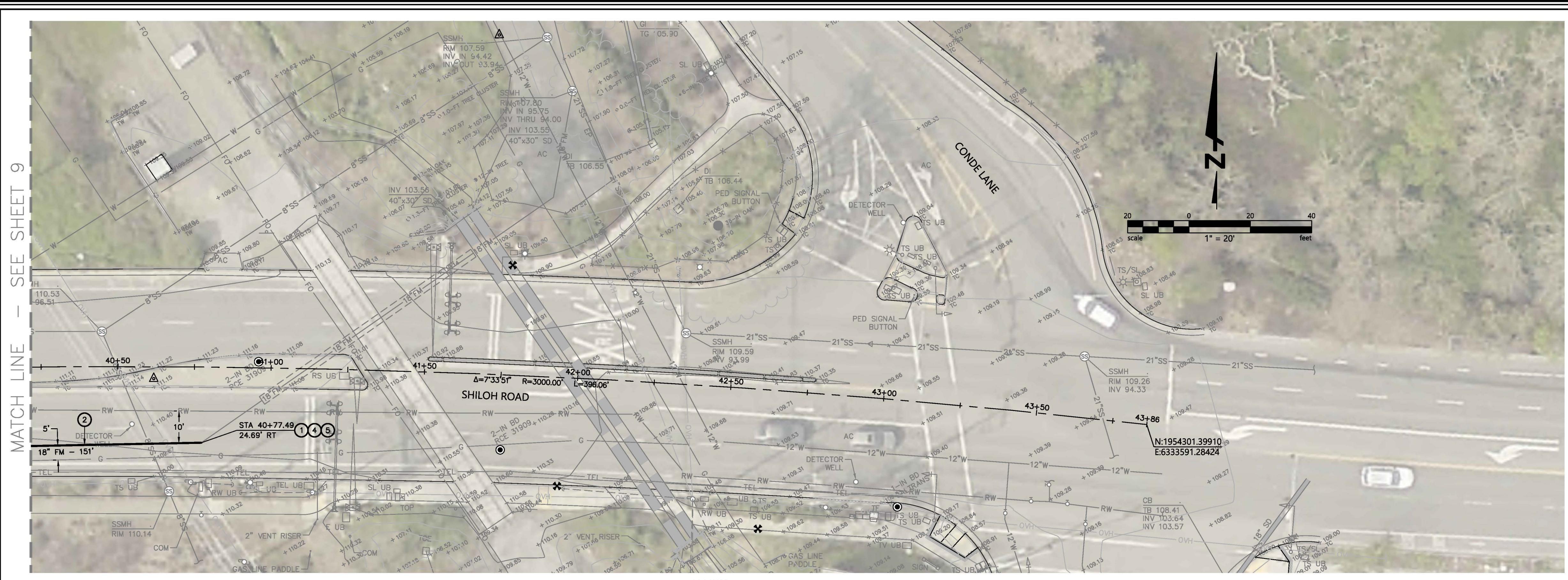
NOTE:
BOTHOLE EXISTING UTILITIES PRIOR TO CONSTRUCTION IN A MANNER THAT THE CONTRACTOR IS SATISFIED THAT WORK CAN BE PERFORMED AS SHOWN ON PLAN. ANY INFORMATION INCONSISTENT WITH THE DRAWINGS SHALL BE IMMEDIATELY PROVIDED TO THE TOWN.



The image contains a large, bold, white 'BKF' logo on a black rectangular background. Below the logo, the text 'PLANS PREPARED BY:' is written in a smaller, white, sans-serif font. To the right of the logo, the company name 'BKF ENGINEERS' is displayed in a large, bold, black font. Below the company name, the address '200 4th STREET' and 'SUITE 300' is listed in a black font. Underneath that, 'SANTA ROSA, CA 95404' is written. A phone number '(707) 583-8500' and a website 'www.bkf.com' are also present in black text. The background of the entire image features a stylized, light gray graphic of a road or path leading towards the horizon.

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

DESIGNED: RS	DRAWN: SR	CHECKED: BD
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KEYNOTES:

- ① CONNECT TO EXISTING UTILITY IN A MANNER WHICH PROVIDES A PERMANENT WATER TIGHT SEAL.
- 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.
- ④ INSTALL 18-INCH, 11.25 DEGREE ELBOW.
- ⑤ INSTALL 18-INCH, 22.50 DEGREE ELBOW.

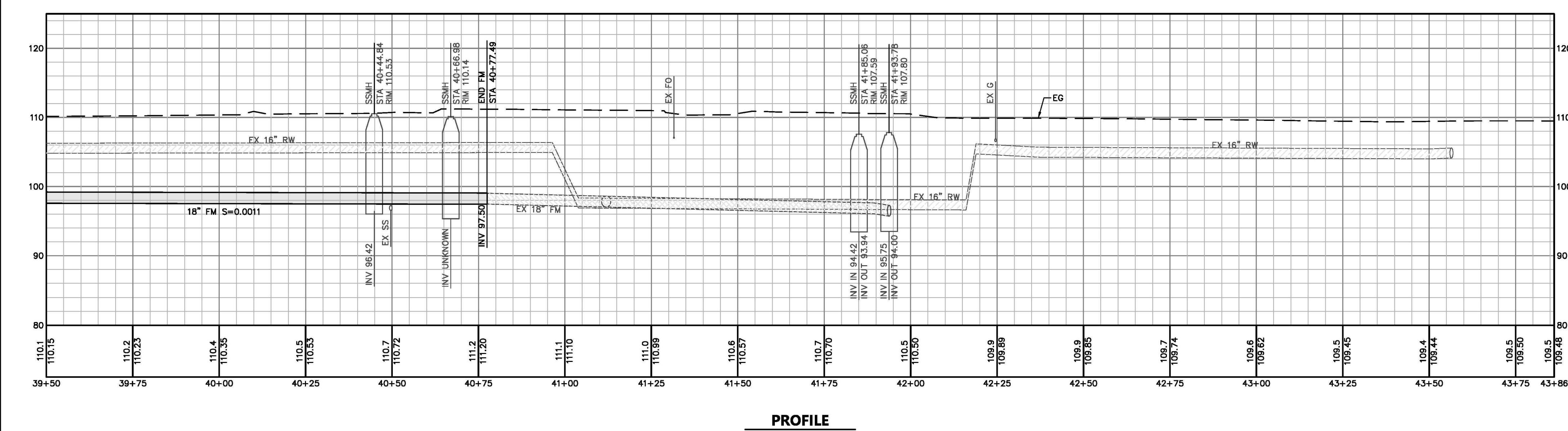
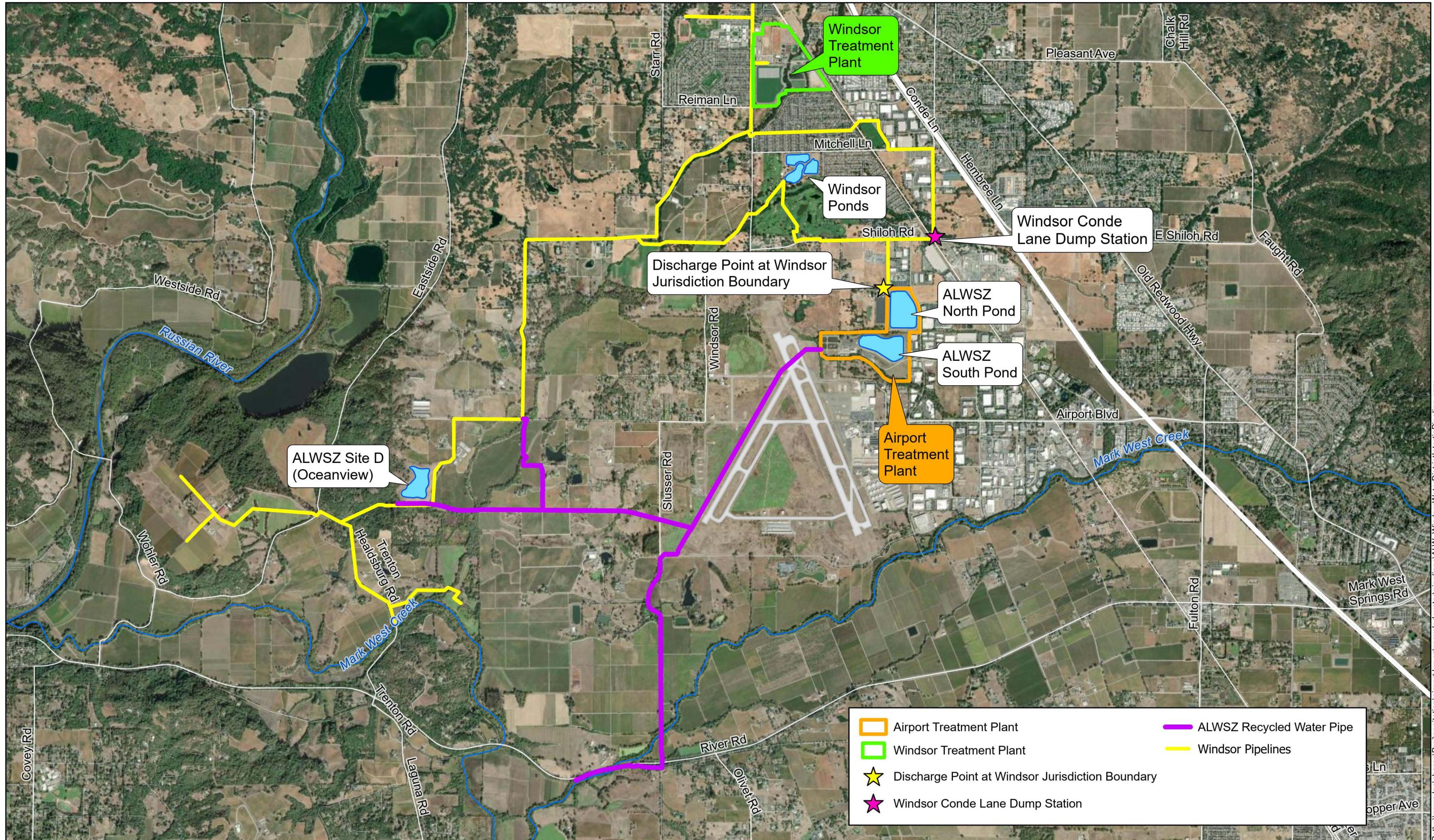


Exhibit B: Map of Ponds and Discharge Points



ALWSZ / Windsor Ponds, Pipelines & Discharge Point (Exhibit B)

DISCLAIMER
This map document and associated data are distributed for informational purposes only "AS-IS" at the published scale and provided without warranty of any kind expressed or implied. The positional accuracy of the data is approximate and not intended to represent survey map accuracy. The Sonoma County Water Agency assumes no responsibility arising from use of this information.

0 1,500 3,000 Feet



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 (Must include operations and completed operations coverage)	(per occurrence) <u>\$5,000,000</u> (aggregate) ¹ <u>\$5,000,000</u>
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

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