



TOWN OF MORAGA TOWN COUNCIL

WEDNESDAY, APRIL 8, 2026

Kerry Hillis, Mayor
Brian Dolan, Vice Mayor
Lisa Maglio, Councilmember
Graham Thiel, Councilmember
Steve Woehleke, Councilmember

Executive Team

Scott Mitnick, Town Manager	Denise Bazzano, Assistant Town Attorney
Katie Bruner, Admin. Services Director	Jon King, Police Chief
Sonia Urzua, Planning Director	Nate Levine, Interim Public Works Director
Amy Heavener, Town Clerk	Mackenzie Brady, Parks & Recreation Director

Town of Moraga Mission Statement

The Town of Moraga is dedicated to preserving our semi-rural character, conserving open spaces, providing exceptional municipal services, fostering safety and resiliency, providing opportunities for development, and creating a vibrant, innovative, and sustainable community for all.

AGENDA ACCESS: The meeting agenda is posted on the following notice board locations: 329 Rheem Blvd.; Moraga Library located at 1500 St. Marys Rd.; The Hacienda located at 2100 Donald Drive; and Online at: <https://www.moraga.ca.us/AgendaCenter>

VIEWING OPTIONS: The Moraga Town Council meeting is scheduled to take place on the 2nd and 4th Wednesday of each month. The meeting may be attended in person at 335 Rheem Blvd, Moraga, on Community Access Television (CATV) Comcast Channel 26; or by viewing the Town's YouTube Live channel at: <https://www.youtube.com/@TownofMoraga335>

PUBLIC INPUT: To provide input to the Town Council please submit comments via the following email address: publiccomment@moraga.ca.us up to two hours prior to the start of the meeting. Written comment cards will also be available for submission at the meeting. Individuals addressing the Town Council are requested to state their name and community of residence for the record. If further assistance is needed, please email the Town Clerk at townclerk@moraga.ca.us or call (925) 888-7021.

It is the policy of the Town of Moraga that Councilmembers, Town employees and meeting participants are to be treated with respect and dignity. Actual or perceived discrimination and/or harassment of a Councilmember, Town employee or others on the basis of age, ancestry, color, disability, gender identity, marital status, medical condition, national origin, race, religious creed, sex or sexual orientation will not be tolerated.

CEQA STATEMENT: Unless stated otherwise on the agenda, every item on the agenda is exempt from CEQA Guidelines Sections 15060(C), 15061(B)(3), 15273, 15378, 15301, 15323 and/or Public Resources Code Section 21065.

NOTICE: If you challenge a Town's zoning, planning, or other decision in court, you may be limited to raising only those issues raised at the public hearing described in this notice, or in written correspondence delivered to the Town Council at, or prior to, the public hearing. Judging review of any Town administrative decision may be had only if petition is filed with the court not later than the 90th day following the date upon which the decision becomes final. Judicial review of environment determination may be subject to a shorter time period for litigation, in certain cases 30 days following the date of final decision. The Town of Moraga will provide special assistance for disabled citizens upon at least 72 hours advance notice to the Town Manager's office (925- 888-7021). If sign assistance is needed or written material printed in a larger font or taped, advance notice is necessary. All meeting rooms are accessible to the disabled.



**TOWN OF MORAGA
TOWN COUNCIL**

**REGULAR MEETING
WEDNESDAY, APRIL 8, 2026
5:30 PM**

AMENDED AGENDA
TOWN COUNCIL CHAMBER
335 RHEEM BOULEVARD
MORAGA, CA

1. CALL TO ORDER

ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PRESENTATIONS

3A. Proclamation - Arab American Heritage Month April 2026

3B. Proclamation - Arbor Day Proclamation April 2026

4. PUBLIC COMMUNICATION

Time reserved for those in the audience who wish to address the Town Council on items which are not on the agenda. The Council cannot discuss details or vote on items not on the agenda. Your concerns may be referred to the Town Manager for a brief comment or for further review. Note: Public input pertaining to a specific item on the agenda may be made during consideration of that item.

4 Addendum - General Public Comment Received

5. ADOPTION OF MEETING AGENDA

6. CONSENT CALENDAR

A. Consideration of Consent Items Removed for Discussion

B. Acceptance of Consent Items

6.1 Receive Accounts Payable Claims for: February 6, 2026 - March 30, 2026
(\$683,355.40).

6.2 Approval of Meeting Minutes for the March 25, 2026 Special, Closed Session meeting, March 25, 2026 Regular meeting and March 25, 2026 Joint meeting of the Moraga Town Council and the Parks & Recreation Commission.

6.3 Adopt a Resolution:

1. Authorizing the Town Manager to execute an agreement with Silicon Connections, LLC to perform the installation of the technology upgrades to Town Council Chamber and Pear Conference Room, for a total amount not to exceed \$89,093;
2. Approving a contingency amount of \$5,907, for a total amount not to exceed \$95,000 to comply with SB 707;
3. Authorizing the Administrative Services Director to execute any amendments within the contingency, as necessary; and
4. Appropriating \$95,000 in PEG funds.

6.4 Adopt a Resolution:

1. Authorizing the Town Manager to execute a final construction contract change order for the 2023-24 Pavement Rehabilitation Project (CIP 23- 401) in the amount of \$183,405.09;
2. Approving the Project as complete by Bay Cities Paving & Grading, Inc. (Concord, CA);
3. Authorizing the Town Manager to execute the Certificate of Completion; and
4. Authorizing the Town Engineer to file the Resolution of Acceptance and Certificate of Completion with the Contra Costa County Recorder.

6.5 Re-Appoint Gian Panetta and Spencer Schilling to the Local Sales Tax Oversight Committee (LSTOC) for a new term of 2 years, which will expire on March 1, 2028.

7. ANNOUNCEMENTS AND REPORTS ON ACTIVITIES

- A. Councilmember Reports on AB1234 Activities, Councilmember Announcements
- B. Town Manager

8. DEPARTMENT REPORTS

- 8A.** Endorse the Moraga School District Ballot Measure I ("Teacher Retention and Academic Preservation Measure")
- 8B.** Adopt a Resolution authorizing the Town Manager to execute the Second Amendment to the Professional Services Agreement with Clean Coalition, increasing the scope of services and contract amount by \$30,000, for a total amount not to exceed \$182,250, and extending the Time of Performance through June 30, 2026.

9. PUBLIC HEARING

9A. Conduct the Public Hearing and adopt a Resolution:

1. Determining that the anticipated cost to the Town of the Town Facilities Energy

Reliability Project is less than the projected energy utility costs to be consumed by the Town over the useful life of the project, as required by California Government Code Section 4217;

2. Authorizing the Town Manager to finalize and execute the proposed agreement with Excite Energy for the Town Facilities Energy Reliability Project, for a project cost of \$890,066, with a 10% contingency for a total not-to-exceed amount of \$979,073, including minor non-substantive revisions as approved by the Town Manager and Town Attorney;

3. Authorizing the Town Engineer to execute change orders within the contingency;

4. Authorizing a 0%, 20-year internal loan from the Palos Colorados Fund to the General Fund in an amount not to exceed \$675,000;

5. Appropriating an additional \$545,000 for CIP 23-108 (Town Facilities Energy Reliability) for a total project budget of \$1,740,000; and

6. Finding the proposed project is categorically exempt from CEQA pursuant to CEQA Guidelines Sections 15301 (Class 1 – Existing Facilities) and 15303 (Class 3- New Construction or Conversion of Small Structures).

10. COUNCILMEMBER REQUESTS FOR FUTURE AGENDA ITEMS

11. INFORMATIONAL ITEMS

12. TOWN MANAGER FOLLOW-UP AND ANNOUNCEMENTS

13. ADJOURNMENT

14. SUPPLEMENTAL MATERIALS/PRESENTATIONS RECEIVED

This section includes presentation and/or supplemental materials received during the Town Council meeting.

14A. Supplemental materials received at the April 8, 2026 regular meeting of the Moraga Town Council.

A PROCLAMATION RECOGNIZING

April 2026 as Arab American Heritage Month

WHEREAS, for more than a century, Arab Americans have been making valuable contributions to virtually every aspect of American society, including business, culture, education, government, law, medicine, military service, and technology; and

WHEREAS, since immigrating to the United States, people of Arab ancestry have shared their culture and traditions, resilient family values, strong work ethic, dedication to education, commitment to public service, and diversity in faith and creed with neighbors and friends, enriching our society and strengthening our democracy; and

WHEREAS, Arab Americans have also enriched our society by sharing the entrepreneurial American spirit in promoting a free and prosperous nation; and

WHEREAS, the history of Arab Americans in the United States remains neglected, undervalued, or misunderstood; and

WHEREAS, Arab American issues, such as civil rights abuses, harmful stereotyping, and bullying of Arab Americans, must be combated through thoughtful education, awareness, and accountability; and

WHEREAS, Arab Americans join all Americans in the desire to see a peaceful and diverse society, where every individual is treated equally and with dignity and feels safe; and

WHEREAS, The Town of Moraga is honored to count Arab Americans among our population and is proud to recognize the incredible contributions and heritage of Arab Americans in our community.

NOW, THEREFORE, BE IT RESOLVED that the Moraga Town Council hereby recognizes April 2026 as Arab American Heritage Month in the Town of Moraga.

Kerry Hillis, Mayor of Moraga

A PROCLAMATION DECLARING

April 24, 2026, as Arbor Day in Moraga

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees reduce erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, the best time to plant trees in Moraga is in the fall, from roughly October through March, because the cooler temperatures and seasonal rains help trees establish roots before the stress of summer heat and drought; and

WHEREAS, this allows newly planted trees to put their energy into root development rather than foliage, resulting in stronger, healthier trees; and

WHEREAS, trees are a renewable resource that provide materials for homes and businesses and countless other wood products; and

WHEREAS, the Town of Moraga is classified as a Tree City USA Town; and

WHEREAS, trees in the Town of Moraga increase property values, enhance the economic vitality of business areas and beautify the community; and

WHEREAS, trees, wherever they are planted, are a source of joy, and trees contribute to the high quality of life in the Moraga community.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Moraga, we do hereby proclaim April 24, 2026, as "Arbor Day" in the Town of Moraga and urge all citizens to support efforts to protect our trees and woodlands.

Kerry Hillis, Mayor
Town of Moraga



Meeting Date: April 8, 2026

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor and Councilmembers
From: Amy Heavener, Town Clerk
Subject: Addendum - General Public Comment Received

RECOMMENDATION

Addendum - General Public Comment Received

ATTACHMENTS

[Addendum - General Public Comment Received](#)



TOWN OF MORAGA
TOWN COUNCIL REGULAR MEETING
April 8, 2026

Addendum(s) to Published Agenda

4: PUBLIC COMMUNICATION

Time reserved for those in the audience who wish to address the Town Council on items which are not on the agenda. The Council cannot discuss details or vote on items not on the agenda. Your concerns may be referred to the Town Manager for a brief comment or for further review. Note: Public input pertaining to a specific item on the agenda may be made during consideration of that item.

Updates Include:

- General Public Comment received



Gas powered leaf blower noise

From Steve Sohner <ss1universe@gmail.com>

Date Wed 4/8/2026 2:27 PM

To Public Comment <publiccomment@moraga.ca.us>

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the contents is safe.

Hello,

Lafayette, Orinda, and Walnut Creek have banned gas powered leaf blowers and other gas powered landscaping equipment.

My question is why doesn't Moraga ban the gas engines as well? We have to put up with the noise/smell 3-4 days a week in and around our neighborhood.

The noise is extremely irritating.

Thanks,

Steve Sohner

Moraga



CONSENT CALENDAR: 6.1

Meeting Date: April 8, 2026

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor and Councilmembers
From: Katie Bruner, Administrative Services Director
Subject: Receive Accounts Payable Claims for: February 6, 2026 - March 30, 2026 (\$683,355.40).

RECOMMENDATION

Receive Accounts Payable Claims for: February 6, 2026 - March 30, 2026 (\$683,355.40).

ATTACHMENTS

[Attachment A - AP Report - FEB 6 2026 - MAR 30 2026](#)



Town of Moraga

Signed by:
Katie Bruner
 8C066257ADE040A...

Monthly Check Report

By Check Number

Date Range: 03/01/2026 - 03/31/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: AP Bank -AP Bank						
0876	Health Care Dental Trust	03/03/2026	Regular	0.00	3,933.80	66156
375891	Invoice	02/06/2026	Dental Insurance: 2026.03	0.00	3,933.80	
0032	Ad Art, Inc.	03/05/2026	Regular	0.00	1,689.13	66157
58920	Invoice	03/03/2026	Electric Sign Repair	0.00	1,689.13	
0073	All City Management Services, Inc.	03/05/2026	Regular	0.00	1,163.96	66158
PS-INV103941	Invoice	03/03/2026	School Crossing Guard Svcs: 2026.02.01-02..	0.00	1,163.96	
0130	Angela Likos	03/05/2026	Regular	0.00	92.00	66159
INV0000127	Invoice	03/03/2026	Training Reimbursement	0.00	92.00	
0180	AT&T	03/05/2026	Regular	0.00	70.00	66160
606208	Invoice	03/03/2026	File Code 4527398	0.00	70.00	
0180	AT&T	03/05/2026	Regular	0.00	33.07	66161
000024833571	Invoice	03/04/2026	Fax: Hacienda 2100 Donald BAN 9391020...	0.00	33.07	
0180	AT&T	03/05/2026	Regular	0.00	31.84	66162
000024833572	Invoice	03/04/2026	Fax 329 Rheem BAN 9391020641	0.00	31.84	
0180	AT&T	03/05/2026	Regular	0.00	191.75	66163
000024833515	Invoice	03/04/2026	Fax Line BAN 9391019310	0.00	191.75	
0180	AT&T	03/05/2026	Regular	0.00	156.45	66164
000024833578	Invoice	03/04/2026	T1 Line BAN 9391020639	0.00	156.45	
0180	AT&T	03/05/2026	Regular	0.00	152.95	66165
000024833516	Invoice	03/04/2026	Alarm Council Chambers 335 Rheem BAN ...	0.00	152.95	
0180	AT&T	03/05/2026	Regular	0.00	31.89	66166
000024834279	Invoice	03/04/2026	Emer. Phone: Town Hall 329 Rheem BAN ...	0.00	31.89	
0188	Autohaus Moraga	03/05/2026	Regular	0.00	356.08	66167
#23494	Invoice	03/03/2026	Veh Maint Oil and Tire Svc	0.00	189.74	
#23584	Invoice	03/03/2026	Veh Maint Oil Svc	0.00	166.34	
0231	Ben Ho	03/05/2026	Regular	0.00	426.72	66168
INV0000126	Invoice	03/03/2026	Training Reimbursement	0.00	426.72	
0232	Benali Inc.	03/05/2026	Regular	0.00	24.12	66169
40148	Invoice	03/03/2026	Maint Supplies	0.00	24.12	
0252	BKF Engineers	03/05/2026	Regular	0.00	5,642.25	66170
12	Invoice	03/03/2026	FY2026 On-Call Engineering	0.00	5,642.25	
0297	Bruner Kaitlin	03/05/2026	Regular	0.00	276.00	66171
INV0000134	Invoice	03/04/2026	Cal Cities Conf Per Diem	0.00	151.00	
INV0000135	Invoice	03/04/2026	CSMFO Per Diem	0.00	125.00	
0305	Burke, Williams & Sorensen	03/05/2026	Regular	0.00	13,320.84	66172
360646	Invoice	03/03/2026	P90-039 Legal Fees: 05655-0118	0.00	453.96	
360647	Invoice	03/02/2026	Legal Fees: Pers 05655-0111 2026.01	0.00	171.60	
360648	Invoice	03/02/2026	Legal Fees: Gen 05655-0010 2026.01	0.00	8,623.68	
360649	Invoice	03/03/2026	23-401 Legal Fees: 05655-0136 2026.01	0.00	2,912.00	
360650	Invoice	03/03/2026	I17-006 Legal Fees: 05655-0157 2026.01	0.00	756.60	
360651	Invoice	03/02/2026	Legal Fees: Lit 05655-0165 2026.01	0.00	145.60	
360652	Invoice	03/02/2026	Legal Fees: Gen 05655-0168	0.00	187.20	

Monthly Check Report

Date Range: 03/01/2026 - 03/31/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
360653	Invoice	03/03/2026	23-201 Legal Fees: 05655-0179	0.00	70.20	
0444	CME Lighting Supply, Inc	03/05/2026	Regular	0.00	174.50	66173
0000265890	Invoice	03/03/2026	Lighting Svc	0.00	174.50	
0507	Critical Reach, Inc.	03/05/2026	Regular	0.00	300.00	66174
4702	Invoice	03/03/2026	2026 APBnet Annual Support Fee	0.00	300.00	
0611	Diamond K Supply Ltd	03/05/2026	Regular	0.00	1,090.32	66175
5506 251	Invoice	03/03/2026	23-201 Maint Supplies	0.00	1,090.32	
0666	East Bay Municipal Utility Dist.	03/05/2026	Regular	0.00	7,271.80	66176
10268439	Invoice	03/03/2026	Commons Ground Lease FY2026	0.00	7,271.80	
0666	East Bay Municipal Utility Dist.	03/05/2026	Regular	0.00	171.82	66177
INV0000121	Invoice	03/03/2026	Water Svcs 848 Country Club Dr Acct: 122...	0.00	171.82	
0666	East Bay Municipal Utility Dist.	03/05/2026	Regular	0.00	953.42	66178
INV0000123	Invoice	03/03/2026	Water Svcs 1310 Camino Pablo Acct: 4831...	0.00	953.42	
0671	East Bay Tree Service, Inc.	03/05/2026	Regular	0.00	1,300.00	66179
598885	Invoice	03/03/2026	Fire Abatement	0.00	1,300.00	
0746	F.J. Kennedy and Associates	03/05/2026	Regular	0.00	69.90	66180
25-175	Invoice	03/03/2026	FY2026 On-Call Engineering	0.00	69.90	
0822	Golden State Fleet Services, Inc.	03/05/2026	Regular	0.00	250.00	66181
14-25713	Invoice	03/03/2026	Veh Towing	0.00	250.00	
0830	Got Power, Inc.	03/05/2026	Regular	0.00	1,015.00	66182
01-127301	Invoice	03/03/2026	Generator Svc	0.00	1,015.00	
2279	Graham Thiel	03/05/2026	Regular	0.00	136.10	66183
INV0000139	Invoice	03/04/2026	Cal Cities Reimbursement	0.00	136.10	
0998	Jeffrey Yanga	03/05/2026	Regular	0.00	426.72	66184
INV0000125	Invoice	03/03/2026	Training Reimbursement	0.00	426.72	
1208	Kurt Eriksen	03/05/2026	Regular	0.00	92.00	66185
INV0000129	Invoice	03/03/2026	Training Reimbursement	0.00	92.00	
1573	National Trench Safety, Inc	03/05/2026	Regular	0.00	517.34	66186
1231417	Invoice	03/03/2026	23-201 Trench Plate Rental	0.00	517.34	
1697	PlaceWorks, Inc.	03/05/2026	Regular	0.00	1,345.00	66187
TNMO-03.0-9	Invoice	03/03/2026	Prof Svcs: 2026.01	0.00	1,345.00	
1698	Playcore Wisconsin, Inc.	03/05/2026	Regular	0.00	1,194.34	66188
391565	Invoice	03/03/2026	Memorial Bench Donation	0.00	1,194.34	
1712	PTS Communications Inc.	03/05/2026	Regular	0.00	75.00	66189
2151686	Invoice	03/04/2026	Pay Phone Chrg: Rancho Laguna 9259130...	0.00	75.00	
1838	Rui Ding	03/05/2026	Regular	0.00	1,080.00	66190
INV0000122	Invoice	03/03/2026	Winter 2026 Tai Chi Classes	0.00	1,080.00	
1841	Russell Douthit	03/05/2026	Regular	0.00	92.00	66191
INV0000128	Invoice	03/03/2026	Training Reimbursement	0.00	92.00	
1893	Scott Mitnick	03/05/2026	Regular	0.00	113.00	66192
INV0000137	Invoice	03/04/2026	Cal Cities Per Diem	0.00	113.00	
1940	Shuster Advisory Group, LLC	03/05/2026	Regular	0.00	190.00	66193
10708	Invoice	03/04/2026	Cal Cities Dinner Tickets	0.00	190.00	
1951	Soccer Stars of Contra Costa County, LLC	03/05/2026	Regular	0.00	2,877.00	66194

Monthly Check Report

Date Range: 03/01/2026 - 03/31/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
2422719	Invoice	03/03/2026	Fall 2026 Session 2 Soccer Programs	0.00	2,877.00	
2042	Sylvia Wells	03/05/2026	Regular	0.00	691.72	66195
INV0000138	Invoice	03/04/2026	CSMFO Reimbursement	0.00	691.72	
2117	Townsend Public Affairs, Inc	03/05/2026	Regular	0.00	1,500.00	66196
24922	Invoice	03/03/2026	Lamorinda Legislative Coalition - Consulta...	0.00	1,500.00	
2131	Tyler Technologies, Inc	03/05/2026	Regular	0.00	2,900.00	66197
025-543766	Invoice	03/04/2026	Tyler ERP Pro Cloud Implementation	0.00	2,610.00	
025-544415	Invoice	03/04/2026	Tyler ERP Pro Cloud Implementation	0.00	290.00	
2140	Universal Building Services	03/05/2026	Regular	0.00	465.08	66198
23868	Invoice	03/03/2026	Maint Supplies	0.00	465.08	
0335	California State Disbursement Unit	03/13/2026	Regular	0.00	410.76	66199
INV0000154	Invoice	03/12/2026	Child Support: PPE 03/07/2026	0.00	410.76	
0073	All City Management Services, Inc.	03/19/2026	Regular	0.00	1,309.46	66200
PS-INV104291	Invoice	03/17/2026	School Crossing Guard Svcs: 2026.02.15-02..	0.00	1,309.46	
0130	Angela Likos	03/19/2026	Regular	0.00	46.00	66201
INV0000190	Invoice	03/17/2026	Training Reimbursement Per Diem	0.00	46.00	
0176	Association of Bay Area Governments	03/19/2026	Regular	0.00	1,895.07	66202
AR041231	Invoice	03/16/2026	Hacienda Pooled Power Customer No: T00...	0.00	1,895.07	
0180	AT&T	03/19/2026	Regular	0.00	31.91	66203
000024903280	Invoice	03/16/2026	Sprinkler Alm Town Hall 329 Rheem BAN ...	0.00	31.91	
0190	Avenu MuniServices, LLC	03/19/2026	Regular	0.00	804.99	66204
INV06-022652	Invoice	03/16/2026	Clearview/STARS Service for 2025 Q3	0.00	804.99	
0208	Barry Miller	03/19/2026	Regular	0.00	2,325.00	66205
#28	Invoice	03/16/2026	20-501 Prof Svcs: 2026.02	0.00	2,325.00	
2276	Belcorp Ag LLC	03/19/2026	Regular	0.00	38,853.01	66206
1492976	Invoice	03/16/2026	Ventrac 4520-P Mower and Tough Cut Att...	0.00	38,853.01	
2277	Bess Testlab Inc	03/19/2026	Regular	0.00	6,329.00	66207
52737	Invoice	03/17/2026	26-401 Storm Drain CCTV Inspection Svcs	0.00	6,329.00	
0252	BKF Engineers	03/19/2026	Regular	0.00	3,010.00	66208
26030489	Invoice	03/17/2026	22-202 Prof Svcs: 2026.01.26-02.22	0.00	3,010.00	
0289	BRITE NITES, INC	03/19/2026	Regular	0.00	6,106.84	66209
INV32034	Invoice	03/16/2026	Holiday Tree Lighting	0.00	6,106.84	
0305	Burke, Williams & Sorensen	03/19/2026	Regular	0.00	546.00	66210
361996	Invoice	03/17/2026	Legal Fees: 05655-0136 2025.12	0.00	546.00	
0486	CopWare, Inc.	03/19/2026	Regular	0.00	460.00	66211
87457	Invoice	03/17/2026	CA Peace Officers Legal Sourcebook Annua...	0.00	460.00	
0561	David C. Dunn Company, Inc.	03/19/2026	Regular	0.00	2,360.00	66212
783- Culvert Mai...	Invoice	03/17/2026	23-201 Prof Svcs: 2026.02.23	0.00	2,360.00	
0601	Department of Justice	03/19/2026	Regular	0.00	308.00	66213
030083	Invoice	03/17/2026	LiveScan: 2026.02	0.00	308.00	
0608	DFM Associates	03/19/2026	Regular	0.00	76.83	66214
2026 CA Elections	Invoice	03/17/2026	Election Supplies	0.00	76.83	
0666	East Bay Municipal Utility Dist.	03/19/2026	Regular	0.00	53.70	66215
11316400001 20...	Invoice	03/16/2026	Water Svcs 390 Moraga Rd Acct #: 113164...	0.00	53.70	
0666	East Bay Municipal Utility Dist.	03/19/2026	Regular	0.00	200.25	66216

Monthly Check Report

Date Range: 03/01/2026 - 03/31/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
11316600001 20...	Invoice	03/17/2026	Water Svcs Council 331 Rheem Acct: 1131...	0.00	200.25	
0666	East Bay Municipal Utility Dist.	03/19/2026	Regular	0.00	2,379.84	66217
11448800001 20...	Invoice	03/17/2026	Water Svcs 99 Devin Dr Acct: 11448800001	0.00	2,379.84	
0666	East Bay Municipal Utility Dist.	03/19/2026	Regular	0.00	766.86	66218
53401400001 20...	Invoice	03/17/2026	Water Svcs Town Hall 329 Rheem Acct: 53...	0.00	766.86	
0666	East Bay Municipal Utility Dist.	03/19/2026	Regular	0.00	169.81	66219
11316700001 20...	Invoice	03/17/2026	Water Svcs Town Hall 329 Rheem Acct: 11...	0.00	169.81	
0671	East Bay Tree Service, Inc.	03/19/2026	Regular	0.00	8,700.00	66220
#598886	Invoice	03/16/2026	Fire Abatement - Rancho Laguna	0.00	8,700.00	
0673	Ebne Mujadidi	03/19/2026	Regular	0.00	114.12	66221
12128	Invoice	03/17/2026	Vehicle Maint Oil Change	0.00	114.12	
0747	Fabiola Hernandez	03/19/2026	Regular	0.00	-159.00	66222
0747	Fabiola Hernandez	03/19/2026	Regular	0.00	159.00	66222
INV0000184	Invoice	03/17/2026	Training Reimbursement	0.00	159.00	
0786	G&K Petroleum, Inc.	03/19/2026	Regular	0.00	2,704.03	66223
1012907	Invoice	03/17/2026	Fuel Purchases: 2026.02.19-03.13	0.00	2,704.03	
0798	General Plumbing Supply	03/19/2026	Regular	0.00	632.07	66224
S6617366.001	Invoice	03/17/2026	Maint Supplies	0.00	632.07	
0800	Geo-Engineering Solutions, Inc	03/19/2026	Regular	0.00	2,620.00	66225
G2602-029	Invoice	03/12/2026	D26-003 Prof Svcs: 2026.02.12-03.09	0.00	2,620.00	
0843	Granicus LLC	03/19/2026	Regular	0.00	9,084.60	66226
225639	Invoice	03/17/2026	Peak Agenda Management Annual Fee	0.00	9,084.60	
0844	Granite Rock Company	03/19/2026	Regular	0.00	2,579.13	66227
2274924	Invoice	03/17/2026	Streets Supplies	0.00	2,579.13	
0876	Health Care Dental Trust	03/19/2026	Regular	0.00	3,590.36	66228
INV0000166	Invoice	03/16/2026	Dental Insurance: 2026.04	0.00	3,590.36	
0918	Impec Group Inc.	03/19/2026	Regular	0.00	4,239.04	66229
2602140	Invoice	03/16/2026	Facility Janitorial Svc	0.00	4,239.04	
2278	Kosmont & Associates Inc	03/19/2026	Regular	0.00	2,561.00	66230
2601.4-001	Invoice	03/16/2026	Real Estate & Economic Advisory Svcs	0.00	2,561.00	
1208	Kurt Eriksen	03/19/2026	Regular	0.00	253.00	66231
INV0000185	Invoice	03/17/2026	Training Reimbursement	0.00	23.00	
INV0000189	Invoice	03/17/2026	Training Reimbursement Per Diem	0.00	230.00	
1265	League of California Cities	03/19/2026	Regular	0.00	250.00	66232
5350	Invoice	03/18/2026	Membership Dues for East Bay Division (2...	0.00	250.00	
1272	Legal Defense Fund of the PORAC	03/19/2026	Regular	0.00	24.00	66233
885920	Invoice	03/17/2026	Legal Defense Fund: 2026.03	0.00	24.00	
1337	Lynn C. McAuliffe	03/19/2026	Regular	0.00	150.00	66234
#3152	Invoice	03/16/2026	Summer Concert Poster Design	0.00	150.00	
2282	Mark Phigler	03/19/2026	Regular	0.00	7,500.00	66235
INV0000153	Invoice	03/12/2026	SD7- ADU Non-Restricted ADU Rebate	0.00	7,500.00	
1501	MNG PARTNERSHIP HOLDINGS LLC	03/19/2026	Regular	0.00	649.35	66236
0001468226	Invoice	03/17/2026	Legal Advertising	0.00	649.35	
2283	Monk & Associates Inc	03/19/2026	Regular	0.00	16,534.70	66237
2602003	Invoice	03/19/2026	23-201 Prof Svcs: 2026.01.01-02.20	0.00	16,534.70	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1536 46454	Moraga Service Center Invoice	03/17/2026	03/19/2026 Regular Smog Check	0.00	183.40	66238
1573 1236644 1237972	National Trench Safety, Inc Invoice Invoice	03/17/2026 03/17/2026	03/19/2026 Regular 23-201 Trench Plate Rental 23-201 Trench Plate Rental	0.00 0.00 0.00	966.33 129.33 837.00	66239
1720 6200210 6200215	Qualus Engineering CA, LLP Invoice Invoice	03/19/2026 03/17/2026	03/19/2026 Regular I17-008 Prof Svcs: 2025.10.20-12.31 23-108 Prof Svcs: 2025.11-2025.12	0.00 0.00 0.00	6,536.75 968.00 5,568.75	66240
1788 278176	RJ Thomas Manufacturing Co., Inc. Invoice	03/16/2026	03/19/2026 Regular Grill Replacement - Rancho Laguna	0.00	1,976.87	66241
1841 INV0000181	Russell Douthit Invoice	03/17/2026	03/19/2026 Regular Training Per Diem	0.00	23.00	66242
1868 2601322	SANDIS Civil Engineers Surveyors Planners Invoice	03/19/2026	03/19/2026 Regular 25-202 Prof Svcs through 2026.01	0.00	22,676.40	66243
1950 2026-0115	SNG & Associates, Inc Invoice	03/19/2026	03/19/2026 Regular On-Call LD Svcs	0.00	633.50	66244
1975 5580 5826	Stanislaus County Sheriff's Department Invoice Invoice	03/17/2026 03/17/2026	03/19/2026 Regular STOP Training - Likos, Erickson STOP Training - Pacheco, Odell	0.00 0.00	3,292.00 1,092.00 2,200.00	66245
2270 INV0000188	Stars Holding CO LLC Invoice	03/17/2026	03/19/2026 Regular Fuel Purchases: 2026.02.05-03.04	0.00	1,923.70	66246
2101 INV0000183	Timothy J. Rochford Invoice	03/17/2026	03/19/2026 Regular Veh Maint	0.00	1,400.00	66247
2045 973577418 2026...	T-Mobile Invoice	03/17/2026	03/19/2026 Regular Cell Phones: PD	0.00	40.90	66248
2045 201625790 2026...	T-Mobile Invoice	03/17/2026	03/19/2026 Regular Monthly Cell Phone	0.00	693.25	66249
2121 SIN35145	Traffic Logix Corporation Invoice	03/17/2026	03/19/2026 Regular Radar	0.00	859.00	66250
2123 811153-202602-1	TransUnion Risk & Alternative Data Solutions, Ir Invoice	03/17/2026	03/19/2026 Regular Police Search Engine Acct: 811153	0.00	100.00	66251
2131 025-542720 025-545596 025-546246	Tyler Technologies, Inc Invoice Invoice Invoice	03/16/2026 03/16/2026 03/16/2026	03/19/2026 Regular Tyler ERP Pro Cloud Annual Fee Tyler ERP Pro Cloud Implementation Tyler ERP Pro Cloud Implementation	0.00 0.00 0.00	42,340.00 34,655.00 5,365.00 2,320.00	66252
2171 9828675901	W. W. Grainger, Inc. Invoice	03/17/2026	03/19/2026 Regular Streets Supplies	0.00	288.73	66253
2281 0013301	Winner Chevrolet INC. Invoice	03/19/2026	03/19/2026 Regular PD Veh. Replacement 2025 Chevy 1500 VI...	0.00	62,705.63	66254
2217 INV0000187	Yaron Shoshan Invoice	03/17/2026	03/19/2026 Regular Landscape Maint: 2026.03	0.00	1,000.00	66255
2234 20101155	Zasio Enterprises, Inc Invoice	03/17/2026	03/19/2026 Regular Filing Storage Software	0.00	2,285.00	66256
2232 849029	Z-sportz, Inc. Invoice	03/16/2026	03/19/2026 Regular Winter 2025 Skyhawks Programs	0.00	4,326.00	66257
0335	California State Disbursement Unit		03/27/2026 Regular	0.00	410.76	66258

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0000264	Invoice	03/27/2026	Child Support Payable	0.00	410.76	
2126	Tripepi, Smith & Associates, Inc.	03/02/2026	Bank Draft	0.00	510.00	DFT0000133
16622	Invoice	03/02/2026	Website Hosting Svcs	0.00	510.00	
2246	ODP Business Solutions LLC	03/02/2026	Bank Draft	0.00	44.06	DFT0000134
455445830001	Invoice	03/02/2026	Office Supplies	0.00	44.06	
2246	ODP Business Solutions LLC	03/02/2026	Bank Draft	0.00	21.72	DFT0000135
455447300001	Invoice	03/02/2026	Office Supplies	0.00	21.72	
2105	TK Elevator Corp.	03/03/2026	Bank Draft	0.00	940.61	DFT0000137
3009342470	Invoice	03/03/2026	Quarterly Elevator Maint	0.00	940.61	
1632	Pacific Gas & Electric	03/04/2026	Bank Draft	0.00	15,125.56	DFT0000138
0190988489-0 2...	Invoice	03/04/2026	Electricity: Bundled Street	0.00	15,125.56	
2246	ODP Business Solutions LLC	03/04/2026	Bank Draft	0.00	10.79	DFT0000139
457190802002	Invoice	03/03/2026	Office Supplies	0.00	10.79	
2133	U.S. Bank Equipment Finance	03/02/2026	Bank Draft	0.00	244.54	DFT0000140
576742746	Invoice	03/04/2026	Copier Lease PD Contract: 500-0670316	0.00	244.54	
0200	Balco Holdings, Inc.	03/04/2026	Bank Draft	0.00	180.81	DFT0000141
22818296	Invoice	03/04/2026	Sec Alm Mon Svc: Town Offices 329 Rheem	0.00	180.81	
0200	Balco Holdings, Inc.	03/04/2026	Bank Draft	0.00	105.50	DFT0000142
22814982	Invoice	03/04/2026	Sec. Alm Monit. Svcs: Council Chambers 3...	0.00	105.50	
0200	Balco Holdings, Inc.	03/04/2026	Bank Draft	0.00	289.48	DFT0000143
22833332	Invoice	03/04/2026	Mon Fee Fire Council Chambers 335 Rheem	0.00	289.48	
0579	De Lage Landen Financial Services, Inc.	03/04/2026	Bank Draft	0.00	371.80	DFT0000145
596044940	Invoice	03/04/2026	Copier Lease: PL	0.00	371.80	
2266	Comcast Holdings Corporation	03/04/2026	Bank Draft	0.00	386.10	DFT0000146
INV0000142	Invoice	03/04/2026	Internet/Phone: Council Chambers 335 Rh...	0.00	386.10	
2266	Comcast Holdings Corporation	03/04/2026	Bank Draft	0.00	137.58	DFT0000148
INV0000144	Invoice	03/04/2026	Internet Svcs: Electronic Street Sign	0.00	137.58	
0579	De Lage Landen Financial Services, Inc.	03/04/2026	Bank Draft	0.00	137.01	DFT0000149
596045037	Invoice	03/04/2026	Copier Lease: PW	0.00	137.01	
2247	Flex Technology Group LLC	03/04/2026	Bank Draft	0.00	168.07	DFT0000150
4586092-CAL	Invoice	03/04/2026	Copy Chrg: PW Contract CN31791-01	0.00	168.07	
2247	Flex Technology Group LLC	03/04/2026	Bank Draft	0.00	337.72	DFT0000151
4587175-CAL	Invoice	03/04/2026	Copy Charges: Town Hall 329 Rheem Cont....	0.00	337.72	
2247	Flex Technology Group LLC	03/04/2026	Bank Draft	0.00	93.53	DFT0000152
4588168-CAL	Invoice	03/04/2026	Copy Chrgs: Planning Contract CN31120-01	0.00	93.53	
2247	Flex Technology Group LLC	03/04/2026	Bank Draft	0.00	136.28	DFT0000153
4587174-CAL	Invoice	03/04/2026	Copy Chrgs: P&R Contract CN31119-01	0.00	136.28	
2132	U.S. Bank Corporate Payment Systems	03/04/2026	Bank Draft	0.00	97.56	DFT0000154
2025.12 SM	Invoice	03/04/2026	CalCard 2025.12 SM	0.00	97.56	
0200	Balco Holdings, Inc.	03/04/2026	Bank Draft	0.00	114.00	DFT0000155
22822883	Invoice	03/04/2026	Mon. Fee Fire: Hacienda 2100 Donald	0.00	114.00	
0200	Balco Holdings, Inc.	03/04/2026	Bank Draft	0.00	385.55	DFT0000156
22835543	Invoice	03/04/2026	Mon Fee Fire Library 1500 St Marys	0.00	385.55	
2132	U.S. Bank Corporate Payment Systems	03/04/2026	Bank Draft	0.00	-97.56	DFT0000157

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
2025.12 SM CM	Credit Memo	03/04/2026	CalCard 2025.12 SM	0.00	-97.56	
1632	Pacific Gas & Electric	03/05/2026	Bank Draft	0.00	157.60	DFT0000172
INV0000151	Invoice	03/11/2026	Electricity: St/Sig	0.00	157.60	
1632	Pacific Gas & Electric	03/05/2026	Bank Draft	0.00	22.87	DFT0000173
6905501381-2 2...	Invoice	03/11/2026	Electricity: St/Sig	0.00	22.87	
1632	Pacific Gas & Electric	03/16/2026	Bank Draft	0.00	198.20	DFT0000174
6440793656-2 2...	Invoice	03/16/2026	Electricity: Streets/Signals	0.00	198.20	
1632	Pacific Gas & Electric	03/16/2026	Bank Draft	0.00	207.21	DFT0000175
7234145569-8 2...	Invoice	03/16/2026	Electricity: Hacienda LaSala 2100 Donald	0.00	207.21	
1765	Republic Services, Inc.	03/16/2026	Bank Draft	0.00	66.90	DFT0000176
0210-014578113	Invoice	03/16/2026	Waste Overage	0.00	66.90	
1947	Small Business Benefit Plan Trust	03/12/2026	Bank Draft	0.00	698.20	DFT0000177
INV0000159	Invoice	03/16/2026	Vision Insurance: 2026.04	0.00	698.20	
0306	Business Card	03/09/2026	Bank Draft	0.00	1,443.36	DFT0000178
INV0000160	Invoice	03/16/2026	Credit Card Payment: 2026.02	0.00	1,443.36	
0200	Balco Holdings, Inc.	03/16/2026	Bank Draft	0.00	720.00	DFT0000179
22853747	Invoice	03/16/2026	Elevator Svc Call 329 Rheem	0.00	720.00	
1632	Pacific Gas & Electric	03/16/2026	Bank Draft	0.00	198.79	DFT0000180
9622927397-2 2...	Invoice	03/16/2026	Electricity: Parks	0.00	198.79	
1632	Pacific Gas & Electric	03/16/2026	Bank Draft	0.00	5,441.34	DFT0000182
6504888173-7 2...	Invoice	03/16/2026	Electricity: Town Hall 329 Rheem	0.00	5,441.34	
1632	Pacific Gas & Electric	03/16/2026	Bank Draft	0.00	108.69	DFT0000183
8650812145-5 2...	Invoice	03/16/2026	Electricity: Hacienda Casita 2100 Donald	0.00	108.69	
1632	Pacific Gas & Electric	03/16/2026	Bank Draft	0.00	859.60	DFT0000185
8367275694-3 2...	Invoice	03/16/2026	Electricity: Council Chambers 335 Rheem	0.00	859.60	
2141	Unum Life Insurance Co.	03/12/2026	Bank Draft	0.00	3,932.41	DFT0000186
INV0000165	Invoice	03/16/2026	Disability Insurance: 2026.04	0.00	3,932.41	
1632	Pacific Gas & Electric	03/16/2026	Bank Draft	0.00	2,133.93	DFT0000187
1463449238-4 2...	Invoice	03/16/2026	Electricity	0.00	2,133.93	
1632	Pacific Gas & Electric	03/16/2026	Bank Draft	0.00	140.90	DFT0000188
5255041609-4 2...	Invoice	03/16/2026	Electricity Hacienda Pavilion 2100 Donald	0.00	140.90	
0319	California Choice Benefit Administrators	03/11/2026	Bank Draft	0.00	52,990.31	DFT0000189
5068563	Invoice	03/16/2026	Medical Insurance: 2026.04	0.00	52,990.31	
2266	Comcast Holdings Corporation	03/16/2026	Bank Draft	0.00	632.36	DFT0000190
8155 40 005 019...	Invoice	03/16/2026	Internet Svcs: Town Hall 329 Rheem	0.00	632.36	
1632	Pacific Gas & Electric	03/16/2026	Bank Draft	0.00	2,276.76	DFT0000191
8749324693-5 2...	Invoice	03/11/2026	Electricity: Hacienda 2100 Donald	0.00	2,276.76	
1632	Pacific Gas & Electric	03/16/2026	Bank Draft	0.00	3,068.24	DFT0000192
0751460593-5 2...	Invoice	03/16/2026	Electric Library 1500 St Marys	0.00	3,068.24	
2246	ODP Business Solutions LLC	03/17/2026	Bank Draft	0.00	113.56	DFT0000193
460361529001	Invoice	03/17/2026	Office Supplies	0.00	113.56	
2246	ODP Business Solutions LLC	03/17/2026	Bank Draft	0.00	89.46	DFT0000194
460361671001	Invoice	03/17/2026	Office Supplies	0.00	89.46	
2246	ODP Business Solutions LLC	03/17/2026	Bank Draft	0.00	60.31	DFT0000195

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
461889612001	Invoice	03/17/2026	Office Supplies	0.00	60.31	
0338	CalPERS	03/13/2026	03/13/2026 Bank Draft	0.00	16.74	DFT0000196
INV0000196	Invoice	03/13/2026	Misc PEPRA PERS Survivor Benefits Emplo...	0.00	16.74	
2242	Mission Square Retirement Trust 457	03/13/2026	03/13/2026 Bank Draft	0.00	846.94	DFT0000197
INV0000197	Invoice	03/13/2026	401A Employer Contribution	0.00	846.94	
2242	Mission Square Retirement Trust 457	03/13/2026	03/13/2026 Bank Draft	0.00	3,112.17	DFT0000198
INV0000198	Invoice	03/13/2026	401A Employee Contribution	0.00	3,112.17	
2242	Mission Square Retirement Trust 457	03/13/2026	03/13/2026 Bank Draft	0.00	1,628.46	DFT0000199
INV0000199	Invoice	03/13/2026	Employee 457 Contribution	0.00	1,628.46	
0210	BASIC Benefits LLC	03/13/2026	03/13/2026 Bank Draft	0.00	865.38	DFT0000200
INV0000200	Invoice	03/13/2026	DCAP Employee Contribution	0.00	865.38	
2242	Mission Square Retirement Trust 457	03/13/2026	03/13/2026 Bank Draft	0.00	11,456.21	DFT0000201
INV0000201	Invoice	03/13/2026	457 Employee Contribution	0.00	11,456.21	
0210	BASIC Benefits LLC	03/13/2026	03/13/2026 Bank Draft	0.00	967.25	DFT0000202
INV0000202	Invoice	03/13/2026	FSA Employee Contribution	0.00	967.25	
0338	CalPERS	03/13/2026	03/13/2026 Bank Draft	0.00	4,784.64	DFT0000203
INV0000203	Invoice	03/13/2026	Misc Classic Employee Contribution	0.00	4,784.64	
0338	CalPERS	03/13/2026	03/13/2026 Bank Draft	0.00	3,453.63	DFT0000204
INV0000204	Invoice	03/13/2026	Misc Classic Employer Contribution	0.00	3,453.63	
0338	CalPERS	03/13/2026	03/13/2026 Bank Draft	0.00	7.44	DFT0000205
INV0000205	Invoice	03/13/2026	Misc Classic PERS Survivor Benefits Emplo...	0.00	7.44	
0338	CalPERS	03/13/2026	03/13/2026 Bank Draft	0.00	86.62	DFT0000206
INV0000206	Invoice	03/13/2026	Misc Classic PERS Service Credit	0.00	86.62	
0338	CalPERS	03/13/2026	03/13/2026 Bank Draft	0.00	6,843.78	DFT0000207
INV0000207	Invoice	03/13/2026	Misc PEPRA Employee Contribution	0.00	6,843.78	
0338	CalPERS	03/13/2026	03/13/2026 Bank Draft	0.00	7,029.21	DFT0000208
INV0000208	Invoice	03/13/2026	Misc PEPRA Employer Contribution	0.00	7,029.21	
0338	CalPERS	03/13/2026	03/13/2026 Bank Draft	0.00	110.60	DFT0000209
INV0000209	Invoice	03/13/2026	Misc PEPRA PERS Service Credit	0.00	110.60	
2243	Moraga Police Managers Association	03/13/2026	03/13/2026 Bank Draft	0.00	70.00	DFT0000210
INV0000210	Invoice	03/13/2026	MPMA Dues	0.00	70.00	
1531	Moraga Police Officers Assn	03/13/2026	03/13/2026 Bank Draft	0.00	350.00	DFT0000211
INV0000211	Invoice	03/13/2026	MPOA Dues	0.00	350.00	
2242	Mission Square Retirement Trust 457	03/13/2026	03/13/2026 Bank Draft	0.00	200.00	DFT0000212
INV0000212	Invoice	03/13/2026	ROTH IRA Employee Contribution	0.00	200.00	
2242	Mission Square Retirement Trust 457	03/13/2026	03/13/2026 Bank Draft	0.00	2,838.30	DFT0000213
INV0000213	Invoice	03/13/2026	ROTH 457 Employee Contribution	0.00	2,838.30	
0338	CalPERS	03/13/2026	03/13/2026 Bank Draft	0.00	6,186.60	DFT0000214
INV0000214	Invoice	03/13/2026	Safety Classic Employee Contribution	0.00	6,186.60	
0338	CalPERS	03/13/2026	03/13/2026 Bank Draft	0.00	7,685.67	DFT0000215
INV0000215	Invoice	03/13/2026	Safety Classic Employer Contribution	0.00	7,685.67	
0338	CalPERS	03/13/2026	03/13/2026 Bank Draft	0.00	6.51	DFT0000216
INV0000216	Invoice	03/13/2026	Safety Classic PERS Survivor Benefits Empl...	0.00	6.51	
0338	CalPERS	03/13/2026	03/13/2026 Bank Draft	0.00	4,565.67	DFT0000217

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0000217	Invoice	03/13/2026	Safety PEPRA Employee Contribution	0.00	4,565.67	
0338	CalPERS		03/13/2026 Bank Draft	0.00	4,645.36	DFT0000218
INV0000218	Invoice	03/13/2026	Safety PEPRA Employer Contribution	0.00	4,645.36	
0338	CalPERS		03/13/2026 Bank Draft	0.00	4.65	DFT0000219
INV0000219	Invoice	03/13/2026	Safety PEPRA PERS Survivor Benefits Empl...	0.00	4.65	
2241	IRS		03/13/2026 Bank Draft	0.00	6,666.86	DFT0000220
INV0000221	Invoice	03/13/2026	Medicare taxes	0.00	6,666.86	
2241	IRS		03/13/2026 Bank Draft	0.00	28,557.83	DFT0000221
INV0000222	Invoice	03/13/2026	Federal taxes withheld	0.00	28,557.83	
2241	IRS		03/13/2026 Bank Draft	0.00	350.10	DFT0000222
INV0000223	Invoice	03/13/2026	Social Security tax	0.00	350.10	
2240	Employment Development Department		03/13/2026 Bank Draft	0.00	11,578.95	DFT0000223
INV0000225	Invoice	03/19/2026	Payroll Taxes: PPE 3/07/2026	0.00	11,578.95	
2157	Verizon Wireless		03/19/2026 Bank Draft	0.00	114.75	DFT0000224
6137413402	Invoice	03/17/2026	PD/Code Enforcement Cell Phones 47124...	0.00	114.75	
2157	Verizon Wireless		03/19/2026 Bank Draft	0.00	240.06	DFT0000225
6137413403	Invoice	03/17/2026	PD Data Cards Acct: 471243537-00005	0.00	240.06	
0338	CalPERS		03/27/2026 Bank Draft	0.00	17.67	DFT0000227
INV0000240	Invoice	03/27/2026	Misc PEPRA PERS Survivor Benefits Empl...	0.00	17.67	
2242	Mission Square Retirement Trust 457		03/27/2026 Bank Draft	0.00	846.94	DFT0000228
INV0000241	Invoice	03/27/2026	401A Employer Contribution	0.00	846.94	
2242	Mission Square Retirement Trust 457		03/27/2026 Bank Draft	0.00	3,112.17	DFT0000229
INV0000242	Invoice	03/27/2026	401A Employee Contribution	0.00	3,112.17	
2242	Mission Square Retirement Trust 457		03/27/2026 Bank Draft	0.00	1,648.03	DFT0000230
INV0000243	Invoice	03/27/2026	Employee 457 Contribution	0.00	1,648.03	
0210	BASIC Benefits LLC		03/27/2026 Bank Draft	0.00	865.38	DFT0000231
INV0000244	Invoice	03/27/2026	DCAP Employee Contribution	0.00	865.38	
2242	Mission Square Retirement Trust 457		03/27/2026 Bank Draft	0.00	12,606.21	DFT0000232
INV0000245	Invoice	03/27/2026	457 Employee Contribution	0.00	12,606.21	
0210	BASIC Benefits LLC		03/27/2026 Bank Draft	0.00	967.25	DFT0000233
INV0000246	Invoice	03/27/2026	FSA Employee Contribution	0.00	967.25	
0338	CalPERS		03/27/2026 Bank Draft	0.00	4,784.64	DFT0000234
INV0000247	Invoice	03/27/2026	Misc Classic Employee Contribution	0.00	4,784.64	
0338	CalPERS		03/27/2026 Bank Draft	0.00	3,453.63	DFT0000235
INV0000248	Invoice	03/27/2026	Misc Classic Employer Contribution	0.00	3,453.63	
0338	CalPERS		03/27/2026 Bank Draft	0.00	7.44	DFT0000236
INV0000249	Invoice	03/27/2026	Misc Classic PERS Survivor Benefits Empl...	0.00	7.44	
0338	CalPERS		03/27/2026 Bank Draft	0.00	86.62	DFT0000237
INV0000250	Invoice	03/27/2026	Misc Classic PERS Service Credit	0.00	86.62	
0338	CalPERS		03/27/2026 Bank Draft	0.00	7,148.58	DFT0000238
INV0000251	Invoice	03/27/2026	Misc PEPRA Employee Contribution	0.00	7,148.58	
0338	CalPERS		03/27/2026 Bank Draft	0.00	7,342.26	DFT0000239
INV0000252	Invoice	03/27/2026	Misc PEPRA Employer Contribution	0.00	7,342.26	
0338	CalPERS		03/27/2026 Bank Draft	0.00	110.60	DFT0000240

Monthly Check Report

Date Range: 03/01/2026 - 03/31/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0000253	Invoice	03/27/2026	Misc PEPRA PERS Service Credit	0.00	110.60	
2243	Moraga Police Managers Association	03/27/2026	Bank Draft	0.00	70.00	DFT0000241
INV0000254	Invoice	03/27/2026	MPMA Dues	0.00	70.00	
1531	Moraga Police Officers Assn	03/27/2026	Bank Draft	0.00	350.00	DFT0000242
INV0000255	Invoice	03/27/2026	MPOA Dues	0.00	350.00	
2242	Mission Square Retirement Trust 457	03/27/2026	Bank Draft	0.00	200.00	DFT0000243
INV0000256	Invoice	03/27/2026	ROTH IRA Employee Contribution	0.00	200.00	
2242	Mission Square Retirement Trust 457	03/27/2026	Bank Draft	0.00	2,838.30	DFT0000244
INV0000257	Invoice	03/27/2026	ROTH 457 Employee Contribution	0.00	2,838.30	
0338	CalPERS	03/27/2026	Bank Draft	0.00	6,166.06	DFT0000245
INV0000258	Invoice	03/27/2026	Safety Classic Employee Contribution	0.00	6,166.06	
0338	CalPERS	03/27/2026	Bank Draft	0.00	7,660.16	DFT0000246
INV0000259	Invoice	03/27/2026	Safety Classic Employer Contribution	0.00	7,660.16	
0338	CalPERS	03/27/2026	Bank Draft	0.00	6.51	DFT0000247
INV0000260	Invoice	03/27/2026	Safety Classic PERS Survivor Benefits Empl...	0.00	6.51	
0338	CalPERS	03/27/2026	Bank Draft	0.00	4,561.45	DFT0000248
INV0000261	Invoice	03/27/2026	Safety PEPRA Employee Contribution	0.00	4,561.45	
0338	CalPERS	03/27/2026	Bank Draft	0.00	4,641.08	DFT0000249
INV0000262	Invoice	03/27/2026	Safety PEPRA Employer Contribution	0.00	4,641.08	
0338	CalPERS	03/27/2026	Bank Draft	0.00	4.65	DFT0000250
INV0000263	Invoice	03/27/2026	Safety PEPRA PERS Survivor Benefits Empl...	0.00	4.65	
2241	IRS	03/27/2026	Bank Draft	0.00	6,943.83	DFT0000251
INV0000265	Invoice	03/27/2026	Medicare taxes	0.00	6,943.83	
2241	IRS	03/27/2026	Bank Draft	0.00	30,584.22	DFT0000252
INV0000266	Invoice	03/27/2026	Federal taxes withheld	0.00	30,584.22	
2240	Employment Development Department	03/27/2026	Bank Draft	0.00	12,182.89	DFT0000253
INV0000267	Invoice	03/27/2026	State Tax Payable	0.00	12,182.89	
2241	IRS	03/27/2026	Bank Draft	0.00	328.11	DFT0000254
INV0000268	Invoice	03/27/2026	Social Security tax	0.00	328.11	
2241	IRS	03/27/2026	Bank Draft	0.00	-0.04	DFT0000256
CM0000005	Credit Memo	03/27/2026	Medicare taxes	0.00	-0.04	
2132	U.S. Bank Corporate Payment Systems	03/16/2026	Bank Draft	0.00	14,073.81	DFT0000273
2026.03	Invoice	03/30/2026	Credit Card Payment: 2026.03	0.00	14,073.81	

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	119	103	0.00	339,333.86
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-159.00
Bank Drafts	104	104	0.00	344,180.54
EFT's	0	0	0.00	0.00
	223	208	0.00	683,355.40



Meeting Date: April 8, 2026

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor and Councilmembers

From: Amy Heavener, Town Clerk

Subject: Approval of Meeting Minutes for the March 25, 2026 Special, Closed Session meeting, March 25, 2026 Regular meeting and March 25, 2026 Joint meeting of the Moraga Town Council and the Parks & Recreation Commission

RECOMMENDATION

Approval of Meeting Minutes for the March 25, 2026 Special, Closed Session meeting, March 25, 2026 Regular meeting and March 25, 2026 Joint meeting of the Moraga Town Council and the Parks & Recreation Commission.

ATTACHMENTS

[Attachment A - DRAFT - MAR 25 2026 - TC Closed Session Meeting Minutes - SPC.docx](#)

[Attachment B - DRAFT - MAR 25 2026 - TC Meeting Minutes - REG](#)

[Attachment C - DRAFT - MAR 25 2026 - Joint TC and Parks and Recreation Meeting Minutes - SPC](#)



**TOWN OF MORAGA
TOWN COUNCIL**

**SPECIAL MEETING – CLOSED SESSION
WEDNESDAY, MARCH 25, 2026**

**MINUTES
3:30 PM**

The following are minutes of the actions taken by the Town of Moraga Town Council.

TOWN HALL - 329 RHEEM BLVD
PEAR CONFERENCE ROOM
MORAGA, CA

1. CALL TO ORDER

The special meeting was called to order at **3:34 PM** by Mayor, Kerry Hillis.

ROLL CALL

Councilmembers Present: Mayor Kerry Hillis, Vice Mayor Brian Dolan
Councilmembers Steve Woehleke, Lisa Maglio,
Graham Thiel

Councilmembers Absent: None.

Staff Present: Town Attorney, Michelle Marchetta Kenyon
Town Manager, Scott Mitnick

2. PUBLIC COMMUNICATION

There were no public comments.

3. SPECIAL MEETING – CLOSED SESSION
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Government Code Section 54957
Title: Town Manager

ACTION:

There were no reportable actions.

4. ADJOURNMENT

Mayor Hillis adjourned the Town Council Special Closed Session Meeting at **5:25 PM**.

Respectfully submitted by:

Amy Heavener, CMC
Town Clerk

Approved by the Town Council:

Kerry Hillis, Mayor

DRAFT



**TOWN OF MORAGA
REGULAR MEETING
TOWN COUNCIL**

**WEDNESDAY, MARCH 25, 2026
MINUTES
5:30 PM**

The following are minutes of the actions taken by the Town of Moraga Town Council. A full video recording of the meeting is available on the Town's website at:

<https://livestream.com/moraga>

TOWN COUNCIL CHAMBER
335 RHEEM BOULEVARD
MORAGA, CA

1. CALL TO ORDER

The regular meeting was called to order at 5:32 PM by Mayor, Kerry Hillis.

ROLL CALL

Councilmembers Present: Mayor Kerry Hillis, Vice Mayor Brian Dolan
Councilmembers Steve Woehleke, Lisa Maglio, Graham Thiel

Councilmembers Absent: None

Staff Present: Town Manager, Scott Mitnick; Asst Town Attorney, Denise Bazzano; Administrative Services Director, Katie Bruner; Parks & Recreation Director, Mackenzie Brady, Police Chief, Jon King

2. PLEDGE OF ALLEGIANCE

3. PRESENTATIONS

3.1 - In memoriam of former Mayor and Councilmember Al Dessayer

Mike McCluer, Kaylee Deland and Kathryn Whittacker, Dave Trotter and Teresa Onoda provided public comments.

Town Council provided their comments.

3.2 - Proclamation - Women's History Month - March 2026

Town Council read the Proclamation aloud.

4. PUBLIC COMMUNICATION

There were no public comments.

5. ADOPTION OF MEETING AGENDA

ACTION:

Motion: **Woehleke** / Second: **Thiel**

The meeting agenda was adopted as presented.

Vote: (5-0)

There were no public comments.

6. CONSENT CALENDAR

ACTION:

Motion: **Dolan** / Second: **Maglio**

Approve the 6.1, 6.3 – 6.5 on the Consent Calendar.

Vote: (5-0)

There were no public comments.

Councilmember Woehleke pulled 6.2 for discussion and comment.

Teresa Onoda provided public comment on Consent Calendar item 6.2.

ACTION:

Motion: **Woehleke** / Second: **Thiel**

Consent Calendar item 6.2 was approved as presented.

Vote: (5-0)

6.1 - Approve the Meeting Minutes for the March 5, 2026 Special, Closed Session and March 11, 2026 Regular meetings of the Moraga Town Council.

6.2 - Adopt a Resolution:

1. Accepting the donation of \$20,000 (\$10,000 from Sue Olsen and \$10,000 from the Moraga Park Foundation) for commission of a sculpture to be placed at the Moraga Commons Park; and
2. Accepting the placement of the commissioned sculpture , created by artist Pierre Riche, for placement at the Moraga Commons; and
3. Authorizing the Town Manager, or their designee, to execute applicable Agreements associated with the commission and placement in a form approved by the Town Attorney.

6.3 - Adopt a Resolution continuing the rate for Fiscal Year 2026-27 of \$35 per Equivalent

Runoff Unit as the annual assessment for drainage maintenance and the NPDES program.

6.4 - Adopt a Resolution:

1. Approving the Highway Safety Improvement Project Cycles 10 & 11 for Capital Improvement Projects 21-410, 23-415, 23-416, 24-407 as completed by E.E. Gilbert, Inc. (Martinez, CA); and
2. Authorizing the Town Manager to execute the Certificate of Completion; and
3. Authorizing the Town Engineer to file the Resolution of Acceptance and Certificate of Completion with the Contra Costa County Recorder.

- 6.5 - Adopt a resolution to accept the 2025 Annual General Plan and Housing Element Progress Reports and authorize staff to submit the reports to the Governor's Office of Land Use and Climate Innovation, and the State Department of Housing and Community Development.**

7. ANNOUNCEMENTS AND REPORTS ON ACTIVITIES

Councilmember Woehleke: attended the SMC baseball game on Friday, March 20, 2026, where the field was lit for the first time with the new lights and the Town Manager threw out the first pitch.

Councilmember Maglio: attended the Lamorinda School Bus Transportation Authority were several business items were discussed.

Councilmember Thiel: attended the March 20, 2026 SMC baseball game.

Vice Mayor Dolan: attended the 1st MOFD/Moraga Town Council "2x2" meeting of the Fire Committee. Vice Mayor Dolan reported that the State preparation of the requirements for zone zero has been postponed indefinitely.

Mayor Hillis: reported that he attended the Moraga Education Foundation (MEF) Gala at the Clairemont. The Mayor utilized the remainder of his report to give a personal statement regarding the 205th anniversary of the Greek Revolution.

8. PUBLIC HEARING

None.

9. DEPARTMENT REPORTS

None.

10. COUNCILMEMBER REQUESTS FOR FUTURE AGENDA ITEMS

None.

11. INFORMATIONAL ITEMS

None.

12. TOWN MANAGER FOLLOW-UP AND ANNOUNCEMENTS

Town Manager Mitnick provided an update on future agenda items.

13. ADJOURNMENT

Mayor Hillis adjourned the Town Council Regular meeting to the Joint Town Council and Parks & Recreation Special meeting at **6:11 PM**.

Respectfully submitted by:

Amy Heavener, CMC
Town Clerk

Approved by the Town Council:

Kerry Hillis, Mayor

DRAFT



**TOWN OF MORAGA
JOINT TOWN COUNCIL AND PARKS &
RECREATION COMMISSION**

**SPECIAL MEETING
WEDNESDAY, MARCH 25, 2026**

**MINUTES
Immediately Following the March 25, 2026
Regular Meeting of the Moraga Town Council**

The following are minutes of the actions taken by the Town of Moraga Town Council and Parks and Recreation Commission at the Joint Special Meeting.

TOWN COUNCIL CHAMBER
335 RHEEM BOULEVARD
MORAGA, CA

1. CALL TO ORDER

The special meeting was called to order at **6:20 PM** by Mayor, Kerry Hillis following a short break to reset the chamber.

ROLL CALL

Councilmembers Present: Mayor Kerry Hillis, Vice Mayor Brian Dolan
Councilmembers Steve Woehleke, Lisa Maglio,
Graham Thiel

Councilmembers Absent: None

Commissioners Present: Chair Graig Crossley, Vice Chair Rob Pierson
Commissioners Gian Panetta, Scott Parker, Julie Sanders,
Steve Smith

Commissioners Absent: Michele Barar

Staff Present: Town Manager, Scott Mitnick, Assistant Town Attorney,
Denise Bazzano, Parks & Recreation Director, Mackenzie
Brady, Administrative Services Director, Katie Bruner

2. PUBLIC COMMUNICATION

Dave Trotter, Larry Becker and Will Carman provided public comments.

3. SPECIAL MEETING – CLOSED SESSION

Hold a joint study session in order to provide input on the Parks, Recreation, and Open Space (PROS) Master Plan Needs Assessment and next steps.

Parks & Recreation Director, Mackenzie Brady introduced the first part of the item. Consultants Peter Winch and Madison Merrill from WRT presented part one of the item pertaining to outdoor recreation.

Councilmembers and Commissioners provided their comments on part one of the presentation.

Will Carman and Scott Bowhay provided public comments.

Mayor Hillis called for a 5 minute recess at **7:50 PM**.

Mayor Hillis reconvened the meeting at **7:57 PM**.

Mayor Hillis recused himself from the second part of the presentation due to his residence location in proximity to the Hacienda.

Consultants Peter Winch and Madison Merrill from WRT presented part two of the item pertaining to indoor recreation.

Councilmembers and Commissioners provided their comments on part two of the presentation.

Town Manager, Mitnick provided additional comments.

ACTION:

Meeting was a study session, there was no action necessary.

4. ADJOURNMENT

Mayor Hillis adjourned the Special Joint session of the Moraga Town Council and the Parks & Recreation Commission at **8:51 PM**.

Respectfully submitted by:

Amy Heavener, CMC
Town Clerk

Approved by the Town Council:

Kerry Hillis, Mayor



Meeting Date: April 8, 2026

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor and Councilmembers

From: Katie Bruner, Administrative Services Director and Amy Heavener, Town Clerk

Subject: Technology Upgrades to Town Council Chamber and Pear Conference Room in Support of SB 707 (Remote Participation in Public Meetings)

RECOMMENDATION

Adopt a Resolution:

1. Authorizing the Town Manager to execute an agreement with Silicon Connections, LLC to perform the installation of the technology upgrades to Town Council Chamber and Pear Conference Room, for a total amount not to exceed \$89,093;
2. Approving a contingency amount of \$5,907, for a total amount not to exceed \$95,000 to comply with SB 707;
3. Authorizing the Administrative Services Director to execute any amendments within the contingency, as necessary; and
4. Appropriating \$95,000 in PEG funds.

BACKGROUND

On October 3, 2025, Governor Gavin Newsom signed California Senate Bill 707 (Durazo) into law, enacting a significant overhaul of open meeting requirements for local governments, including a requirement for local agencies to allow for remote participation in public meetings.

SB 707 takes effect in two phases: January 1, 2026 and July 1, 2026. The bulk of the requirements relating to public access, two-way participation, captioning, and language-translation requirements are taking effect on July 1, 2026.

On January 14, 2026, Staff presented Council with detailed information surrounding [Senate Bill 707 \(SB 707\)](#).

Staff has worked with the Town's technology contractor, Silicon Connections, to identify technology requirements for the Town to comply with SB 707.

DISCUSSION

The portion of Senate Bill 707 (SB 707) that pertains to technology states that beginning July 1, 2026, the public must be able to attend meetings and participate remotely and provide comments in real time via a “two-way telephonic” or “two-way audiovisual platform.” A “two-way telephonic” service is one that does not require internet access and allows participants to dial a telephone number to listen and verbally participate. A two-way audiovisual platform is defined as an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic service (e.g., Zoom).

In its current state, the Town Council Chamber located at 335 Rheem Blvd. is not equipped to meet the minimum public meeting requirements detailed in SB 707 in order to remain Brown Act compliant. As a result, Town staff has reached out to our current technology provider (Silicon Connections, LLC) to put together a proposal for the cost of upgrading the Council chamber to meet the technology requirements in SB 707.

Silicon Connections, LLC has provided a quote (Attachment B) for the following upgrades/changes to the Council Chamber, existing equipment that is scheduled to be decommissioned as part of this project is *italicized*:

- 3 PTZOptics Move 4K 12x PTZ cameras
- Shure MXW neXt wireless microphone system (20 gooseneck wireless microphones)
- Acoustic Echo Cancelling Audio Processor (Symetrix Radius NX with AEC-2 coprocessor)
- *Decommission existing wired microphones*
- Mic-driven automatic camera switching with configurable room layout presets
- Zoom Room Controller Computer
- Meeting Owl 5 Pro — USB backup camera/mic at Clerk’s desk
- Zoom-to-YouTube live streaming via Zoom cloud
- Public comment countdown timer
- *Decommission TriCaster production console*

Staff also recommends the installation of an upgraded camera and zoom controller in the Pear Conference Room in Town Hall. The Pear Conference Room is occasionally used for public meetings that would be required to have remote public participation under SB707.

The equipment will be installed by Silicon Connections, LLC during a time that the Council Chamber is not in use and should not affect or disrupt any of the regular meetings of any of the Council/Commission/Committee bodies.

Training on all new equipment will be provided by Silicon Connections, LLC for Town Staff that has direct involvement in managing and/or supporting public meetings in the Council Chamber. Town Council/Commissions/Committees will be minimally impacted and will not require technology training outside of learning the use of a new, wireless microphone at the dais.

FISCAL IMPACT

Staff recommends Council appropriate \$95,000 in the PEG (Public, Educational, and Government Access) Fund to pay for the technology upgrades. PEG funds are restricted for capital costs associated with acquiring PEG access equipment, or capital costs associated with renovating and constructing PEG-related facilities. There is sufficient fund balance available in the Town's PEG Fund to support the appropriation.

CEQA COMPLIANCE

This item is not subject to review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21000, et seq. and the CEQA Guidelines (14 Cal. Code Regs. §§ 15000 et. seq.), including without limitation, Public Resources Code section 21065 and California Code of Regulations 15378 as this is not a “project” that may cause a direct, or reasonably foreseeable indirect, physical change in the environment.

ALTERNATIVES

1. Approve the Resolution approving SB 707-specific technology upgrades to the Moraga Town Council chamber and Pear Conference Room with changes; or
2. Do not approve the Resolution and provide further direction to staff.

NEXT STEPS

Upon approval of the Resolution, staff, in partnership with Silicon Connections, LLC will:

1. Begin outfitting the Town Council Chamber with the new technology during a time where it is not being used for a public meeting;
2. As part of the requirements of SB 707, Town staff will develop a plan to encourage public participation in meetings in various ways throughout the implementation process;
3. Staff will work with Silicon Connections, LLC to develop a disruption policy for connectivity issues; and
4. Staff will train on any new procedures/requirements.

ATTACHMENTS

[Attachment A - Draft Resolution - SB 707](#)

[Attachment B - Moraga-Council-Chambers-AV-Upgrade-Proposal](#)

**TOWN OF MORAGA
TOWN COUNCIL**

RESOLUTION NO. XX-2026

AUTHORIZING THE TOWN MANAGER TO EXECUTE A CONTRACT WITH SILICON CONNECTIONS, LLC FOR TECHNOLOGY UPGRADES FOR COUNCIL CHAMBERS AND PEAR CONFERENCE ROOM, FOR A TOTAL AMOUNT NOT TO EXCEED 89,093 AND APPROVING A CONTINGENCY AMOUNT OF \$5,907, FOR A TOTAL AMOUNT NOT TO EXCEED \$95,000 TO COMPLY WITH SB 707; AUTHORIZING THE ADMINISTRATIVE SERVICES DIRECTOR TO EXECUTE ANY AMENDMENTS WITHIN THE CONTINGENCY, AS NECESSARY; AND AUTHORIZING AN APPROPRIATION OF \$95,000 IN PEG FUNDS

WHEREAS, SB707 was signed into law on October 3, 2025, enacting a significant overhaul of open meeting requirements for local governments, including a requirement for local agencies to allow for remote participation in public meetings;

WHEREAS, the Town of Moraga is required to provide an opportunity for members of the public to attend via a two-way telephonic service or a two-way audiovisual platform at Council meetings by July 1, 2026;

WHEREAS, Silicon Connections, LLC provides information technology support for the Town; and

WHEREAS, Public, Education, Government Access (PEG) funds are available for capital costs to maintain access to PEG programming.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Moraga does hereby authorize the Town Manager to execute the agreement with Silicon Connections for technology upgrades to comply with SB707, in an amount of \$89,093, with a contingency of \$5,907 in an amount not to exceed \$95,000.

BE IT FURTHER RESOLVED, that the Administrative Services Director is authorized to execute change orders within the contingency.

BE IT FURTHER RESOLVED, that \$95,000 is appropriated in the Town's PEG Fund for Fiscal Year 2025-26.

BE IT FURTHER RESOLVED, that the Town Manager is hereby authorized to execute the Agreement in the form attached to the staff report, with minor revisions that may be approved by the Town Manager and the Town Attorney, and to execute any other necessary documents to effectuate the terms of the Agreement.



PROPOSAL

Council Chambers & Pear Conference room Audio-Video System Upgrade

Prepared for

Town of Moraga

Prepared by

Silicon Connections LLC
IT Solutions

March 27, 2026
Revision 3

Executive Summary

The Town of Moraga's Council Chambers at 335 Rheem Blvd currently utilizes audio visual equipment installed approximately 10 years ago. The system provides YouTube and Contra Costa TV (CCTV) live video streaming and recording of meetings. The current technology requires a dedicated operator running a video production console to produce the meeting and cannot natively support hybrid (in-person + remote) participation required by Senate Bill 707. This proposal provides a technology upgrade to support modern hybrid-meetings utilizing Zoom.

System Upgrade Summary

The upgraded system will utilize the core infrastructure already in place within the Chambers, replacing key components to modernize them and bring them up to current-day technology. The system will support hybrid meetings through the integration of Zoom Room technology, allowing remote participants to participate in the meetings in accordance with Senate Bill 707 requirements.

Additionally, meeting management is simplified using automated camera control which automatically selects 1 of the three in-room cameras based upon who is speaking. The system automatically determines the camera selection based on microphone activity.

Manual camera control can be selected should additional operator control be desired to control which camera is selected, however this is optional.

Council Chambers AV System Upgrade

This upgrade replaces the existing AV production system in the Council Chambers at 335 Rheem Blvd with a modern, Zoom-based hybrid meeting platform. The system includes three automated PTZ cameras with mic-driven switching, a new audio processing system, 20 Shure wireless microphones, and Zoom Room integration for hybrid meetings in compliance with Senate Bill 707. The existing TriCaster and wired microphones will be decommissioned.

Scope

- 3 PTZOptics Move 4K 12x PTZ cameras
- Shure MXW neXt wireless microphone system (20 gooseneck microphones)
- Acoustic Echo Cancelling Audio Processor (Symetrix Radius NX with AEC-2 coprocessor)
- Decommission existing wired microphones
- Mic-driven automatic camera switching with configurable room layout presets
- Zoom Room Controller Computer
- Meeting Owl 5 Pro — USB backup camera/mic at Clerk's desk
- Zoom-to-YouTube live streaming via Zoom cloud
- CCTV pickup of YouTube Live Stream
- Public comment countdown timer
- Decommission TriCaster production console

Item	Qty	Unit Price	Extended
Hardware			
PTZOptics Move 4K 12x PTZ Camera	3	\$1,999.00	\$5,997.00
Camera Mounting Hardware			\$700.00
Symetrix Radius NX 12x8 Dante + USB-B DSP (80-0134)	1	\$4,757.00	\$4,757.00
Symetrix AEC-2 Coprocessor Module (80-0153)	1	\$900.00	\$900.00
Managed Network Switch	2	\$800.00	\$1,600.00
Zoom Room Controller Computer Additional Clerk Computer 24" Monitor	1	\$3,200.00	\$3,200.00
Meeting Owl 5 Pro	1	\$2,599.00	\$2,599.00
Cabling, connectors, misc hardware	1	\$500.00	\$500.00
Shure MXW neXt 8 Access Point (8-ch, Dante, IntelliMix)	3	\$4,070.00	\$12,210.00
8 Bay Charger (Gooseneck)	3	\$1,540.00	\$4,620.00
Shure MXW8X Desktop Base Gooseneck Transmitter	20	\$693.00	\$13,860.00

Gooseneck Microphone for MXW8X bases	20	\$276.00	\$5,520.00
Equipment Subtotal			\$56,463.00
Government Discount			(\$3,198.00)
Sales Tax — Moraga 9.75%			\$5,193.34
Labor			
Base System Installation and Programming	1	\$11,800.00	\$11,800.00
Camera installation and cabling	1	\$2,250.00	\$2,250.00
Mic-driven auto-switching programming and commissioning	1	\$3,500.00	\$3,500.00
Wireless microphone installation, commissioning + audio routing (3 APs, 20 ch)	1	\$5,800.00	\$5,800.00
Documentation and training (2 sessions)	1	\$1,500.00	\$1,500.00
Council Chambers Total			\$83,308.34

Pear Conference Room

This addition provides a dedicated Zoom Room for the Pear conference room. The Jabra PanaCast 50 Video Bar System is a standalone, all-in-one video conferencing appliance with a built-in touch controller that runs Zoom Rooms natively — no laptop or PC required to start or join meetings. Its 180-degree panoramic camera is specifically suited to the room’s horseshoe table layout, ensuring all participants are captured regardless of seating position. The system connects via HDMI to the existing wall-mounted TV.

Item	Qty	Unit Price	Extended
Hardware			
Jabra PanaCast 50 Video Bar System (Zoom Rooms)	1	\$4,300.00	\$4,300.00
Mounting hardware + cabling	1	\$150.00	\$150.00
Equipment Subtotal			\$4,450.00
Sales Tax — Moraga 9.75%			\$433.88
Labor			
Installation and configuration	1	\$900.00	\$900.00
Pear Conference Room Total			\$5,783.88

Council Chambers	\$83,308.34
Pear Conference Room	\$5,783.88
Project Total	\$89,092.22

System Overview

The system is built on three integrated layers: audio, video, and meeting management.

Audio. A central audio processor (Symetrix Radius NX) receives signals from all microphones in the room, whether wired or wireless. It removes echo so that remote participants and in-room speakers don't create feedback loops. The processed audio is delivered simultaneously to the Zoom meeting, the in-room speakers, and the live stream. Each microphone position is managed independently — the system knows which position is active and adjusts levels automatically.

Video. Three PTZ (pan-tilt-zoom) cameras cover three different angled views of the room. Software integrated into the meeting controller monitors which microphone is active and automatically selects the corresponding camera. The switched camera feed is sent to the Zoom meeting and the live stream. Staff can override the automatic selection at any time and control cameras manually. For remote participants, the Zoom gallery and speaker views are delivered via the room's AV distribution matrix to selectable locations (room displays, projector, conference room).

Presentations and shared content follow the same path — the presenter shares their screen through Zoom, and the shared content is displayed on the room's screens for in-person attendees and in the Zoom window for remote participants. This means presenters do not need to connect a cable to the room's AV system; any participant, whether in the room or joining remotely, can share their screen directly through Zoom.

Meeting Management. A dedicated controller at the AV rack runs the Zoom meeting session and manages the connection between the audio processor, cameras, and streaming output. When the clerk starts a meeting, the system handles the rest: Zoom distributes the meeting to remote participants, streams it live to YouTube, and Contra Costa TV picks up the YouTube feed for cable broadcast. Meeting schedules will need to be communicated to CCTV so they can manage their end of the stream.

A public comment timer is displayed on screen during comment periods if desired. All meetings are automatically archived — Zoom retains a cloud recording and the YouTube live stream is preserved on the Town's YouTube channel for public access.

Failover. If the primary system becomes unavailable, the clerk switches to a standalone backup device (Meeting Owl) at the clerk's desk by selecting it as the audio and video source within Zoom on the staff computer. It provides 360-degree camera and microphone coverage over a single USB connection, allowing the Zoom meeting to continue without the main system.

Streaming and Public Access

Zoom Rooms streams directly to YouTube Live via Zoom’s cloud infrastructure. CCTV public access (Contra Costa TV) can ingest the YouTube Live stream on their end, eliminating the need for a direct Streambox connection from the chambers. This has been confirmed with CCTV.

Public Participation Compliance

For Brown Act / SB 707 compliance, Zoom is the two-way public participation channel. Remote attendees join the Zoom meeting directly to speak during public comment periods, raise hands, and interact in real time. YouTube is a one-way delayed broadcast (typically 15–30 seconds of latency) and is not a substitute for real-time participation. YouTube provides a convenient way to record and present past meetings for online viewing, as is currently being done with the existing system.

Zoom supports automated captioning. Manual (CART) captioning can be integrated into the system later if desired, on a time and materials basis.

Zoom Licensing Requirements

A Zoom subscription of desired functionality and attendee size must be maintained for system functionality, including a Zoom Room license for each room. Zoom Room licensing is currently \$49/month per room in addition to the monthly base license fees, subject to change by Zoom.

Backup and Redundancy

The Council Chambers is currently equipped with redundant Internet connections with automatic failover, uninterruptable power supplies (UPS) and a standby propane generator. To provide a simple emergency plan should the primary meeting system be unavailable, a Meeting Owl 5 is kept at the clerk’s desk as a failover device. The Clerk selects the Owl as the meeting audio and video source within Zoom, and the meeting can continue using the Owl only.

Proposal Acceptance

This proposal is valid for 30 days from the date shown on the cover page.

Payment Schedule

Milestone	Amount	Terms
Equipment + Sales Tax	\$63,342.22	Due prior to equipment ordering
Labor	\$25,750.00	Due upon project completion and acceptance
Project Total	\$89,092.22	

Terms and Conditions

1. Equipment will be ordered upon receipt of signed acceptance and payment of equipment invoice. Equipment lead times are subject to manufacturer availability.

2. All equipment carries the manufacturer's standard warranty. Silicon Connections LLC warrants all labor and installation for a period of one (1) year from the date of project acceptance.

3. Any changes to the scope of work after acceptance may result in additional charges, which will be documented and approved in writing before work proceeds.

4. This proposal does not include ongoing Zoom subscription or licensing fees, which are the responsibility of the Town of Moraga.

Authorization

By signing below, the authorized representative of the Town of Moraga accepts this proposal and authorizes Silicon Connections LLC to proceed with the work described herein under the payment terms stated above.

Authorized Signature — Town of Moraga

Date

Printed Name

Title



Meeting Date: April 8, 2026

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor and Councilmembers

From: Nate Levine, Interim Public Works Director/Town Engineer Deirdre Castillo, Senior Engineer

Subject: Accepting the Completion of the 2023-24 Pavement Rehabilitation Project (CIP 23-401)

RECOMMENDATION

Adopt a Resolution:

1. Authorizing the Town Manager to execute a final construction contract change order for the 2023-24 Pavement Rehabilitation Project (CIP 23- 401) in the amount of \$183,405.09;
2. Approving the Project as complete by Bay Cities Paving & Grading, Inc. (Concord, CA);
3. Authorizing the Town Manager to execute the Certificate of Completion; and
4. Authorizing the Town Engineer to file the Resolution of Acceptance and Certificate of Completion with the Contra Costa County Recorder.

BACKGROUND

On April 24, 2024, the Town Council awarded a construction contract to Bay Cities Paving & Grading, Inc. for the 2023-24 Pavement Rehabilitation Project (CIP 23-401). Town Council authorized increases to the contract budget and contingency on October 9, 2024, and November 13, 2024. The total contract amount, including contingencies, is \$6,715,601.11. The Contractor completed pavement rehabilitation and associated work, including overlay, base repairs, rubberized chip seal, micro-surfacing, storm drain repairs, utility adjustments, concrete curb, gutter, and sidewalk repairs, ADA ramp upgrades, new sidewalk installation, traffic striping, and pavement markings throughout the Town (Attachment C).

DISCUSSION

Bay Cities Paving & Grading, Inc. began work on June 3, 2024. The Town's construction

management consultant, Substrate, Inc., provided construction oversight and materials testing. Town Staff and the Contractor coordinated access and scheduling with nearby residents and schools. The Contractor achieved substantial completion on March 26, 2025. All punch list items were completed by June 2025.

Due to the project's scope and magnitude, Staff expected numerous Change Orders to ensure that as many needed improvements and repairs as possible could be completed efficiently and expeditiously. A complete summary of the project change orders can be found in Attachment D.

Since the completion of the construction work, staff has worked closely with the Contractor to verify actual quantities of work performed.

FISCAL IMPACT

The 2023-24 Pavement Rehabilitation Project was budgeted as part of the Town's Pavement Management Program, specifically CIP 23-401. The approved contract amount was \$6,715,601.11, including contingencies. The final estimated construction cost is \$6,899,006.20, which is \$183,405.09 above the authorized amount. The Pavement Rehabilitation Program has sufficient funds for this increased contract amount.

CEQA COMPLIANCE

The construction work was previously found to be exempt from review under the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs. 15301 (Class 1-Existing Facilities).

ALTERNATIVES

1. Adopt the attached Resolution with modifications; or
2. Do not adopt the attached Resolution and provide direction to staff. Not adopting the Resolution delays project completion and extends the time limit for a subcontractor to file a claim.

NEXT STEPS

Upon adoption of the resolution, the Town Engineer will provide Public Notice per California Public Contract Code and file the Resolution of Acceptance and Certificate of Completion with the County Recorder's Office. Following completion of the 35-day public notice period, and provided no claims are received, the Town may release the construction retention. Accepted streets will be added to the Town's paving moratorium list.

ATTACHMENTS

- [Attachment A - DRAFT Resolution - Project Acceptance](#)
- [Attachment B - DRAFT Certificate of Completion](#)
- [Attachment C - Street List](#)
- [Attachment D - List of Change Orders](#)

**TOWN OF MORAGA
TOWN COUNCIL**

RESOLUTION NO. __-2026

AUTHORIZING THE TOWN MANAGER TO EXECUTE A FINAL CONSTRUCTION CONTRACT CHANGE ORDER FOR THE 2023-24 PAVEMENT REHABILITATION PROJECT (CIP 23-401); APPROVING THE PROJECT AS COMPLETE BY BAY CITIES PAVING & GRADING, INC. (CONCORD, CA)

WHEREAS, 2023-24 Pavement Rehabilitation Project (CIP 23-401) is funded as part of the Town's Pavement Management Project in the Adopted Fiscal Year (FY) 2023-24 – FY 2024-25 Capital Improvement Program (CIP) Budget;

WHEREAS, the project bid documents were advertised on March 9, 2024, pursuant to the Moraga Municipal Code, Chapter 3.06, and the Public Contract Code Section 22037. Bid documents were posted on the Town's website, in the East Bay Times newspaper, and in numerous builders' exchanges;

WHEREAS, six (6) bids were received and officially opened publicly on Wednesday, September 4, 2024;

WHEREAS, on April 24, 2024, the Town Council awarded a construction contract to Bay Cities Paving & Grading, Inc. for the construction of the 2023-24 Pavement Rehabilitation Project (CIP 23-401) in an amount not to exceed \$5,755,983.11 (including contingency);

WHEREAS, on October 9, 2024, the Town Council authorized a construction change order to increase the scope of the Project by \$417,976 (including contingency), for a total contract amount not to exceed \$6,173,959.11;

WHEREAS, on November 13, 2024, the Town Council authorized a construction change order to increase the scope of the Project by \$541,642 (including contingency), for a total contract amount not to exceed \$6,715,601.11;

WHEREAS, Bay Cities Paving & Grading, Inc. has satisfactorily completed construction, including punch list items for the 2023-24 Pavement Rehabilitation Project (CIP 23-401), and is requesting final payment for the completed work;

WHEREAS, the total construction cost of the project is \$6,899,006.20, which is \$183,405.09 over the contract budget authorized by the Town Council;

WHEREAS, the Town is required by the California Public Contract Code to notify the public of acceptance of the project prior to making final payment; and

WHEREAS, the construction work was previously found to be exempt from review under the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs. 15301 (Class 1-Existing Facilities).

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Moraga hereby;

1. Authorizes the Town Manager to execute a final construction contract change order for the 2023-24 Pavement Rehabilitation Project (CIP 23-401) in the amount of \$183,405.09; and
2. Approves the 2023-24 Pavement Rehabilitation Project (CIP 23-401) as complete by Bay Cities Paving & Grading, Inc. (Concord, CA); and
3. Authorizes the Town Manager to Execute the Certificate of Completion, and
4. Authorizes the Town Engineer to file the Resolution of Acceptance and Certificate of Completion with the Contra Costa County Recorder.

DRAFT

AFTER RECORDING RETURN TO:

**Town Manager
Town of Moraga
Owner Fee
329 Rheem Boulevard
Moraga, CA 94556**

CERTIFICATE OF COMPLETION

TO WHOM IT MAY CONCERN:

NOTICE IS GIVEN by the undersigned, those certain improvements, to wit:

**2023-24 Pavement Rehabilitation Project
CIP 23-401 & 24-401**

The contract which was granted to **Bay Cities Paving & Grading, Inc.** of Concord, CA and was filed for record in the Town Clerk's Office of the Town of Moraga, Contra Costa County, California and which improvements were actually completed satisfactorily, and a final inspection was completed in accordance with contract documents and accepted by the Town of Moraga Town Council on April 8, 2026.

Information pertaining to the estimated cost, single-source justification, approved plans and specifications, and total cost of work is on file in the Office of the Town Engineer.

I hereby certify, under penalty of perjury, that the facts set forth in the foregoing Certificate of Completion are true and correct.

DATE: _____

Scott Mitnick, Town Manager
Town of Moraga

2023 and 2024 Pavement Rehabilitation Project (CIP 23-401 & 24-401) Street List

Original Project Locations

Street Name	Beginning	End	Pavement Treatment
Butterfield Place	Tharp Drive	South End	3" Mill and Overlay
Constance Place	Canyon Road	North End	3" Mill and Overlay
Corliss Drive	Ashford Place	Moraga Road	4" Mill and Overlay
Corliss Drive	Warfield Drive	Wakefield Drive	3" Mill and Overlay
Corte Fortuna	Calle La Mesa	East End	3" Mill and Overlay
Donald Drive	Laird Drive	Moraga Road	4" Mill and Overlay
Fairfield Place	Mayfield Place	South End	3" Mill and Overlay
Lakefield Place	Tharp Drive	North End	4" Mill and Overlay
Millfield Place	Deerfield Drive	East End	4" Mill and Overlay
Moraga Road	By 380 Moraga Road		Spot Repairs
Moraga Road	Buckingham Drive	Sky Hy Drive	Rubberized Cape Seal
Paseo Del Rio	Campolindo Drive	Calle La Mesa	3" Mill and Overlay
Redfield Place	Tharp Drive	East End	3" Mill and Overlay
Springfield Place	Tharp Drive	South End	3" Mill and Overlay
St. Mary's Road	Stafford Road	St. Mary's Pkwy	Rubberized Cape Seal
Via Granada	Calle La Mesa	Moraga Road	3" Mill and Overlay
Wimpole Street	Woodford Drive	North End	4" Mill and Overlay

Additional Locations Added by Change Order

Street Name	Beginning	End	Description
Moraga Road	S/O Corte Santa Clara	N/O Corte Santa Clara	Shoulder stabilization
SW corner of Donald Dr and Moraga Rd			Reconstruct ADA ramp and install new concrete sidewalk and driveway
Canyon Rd, Commons Park, Camino Pablo, Hacienda Parking Lot, Moraga Wy, Campolindo Dr, St. Mary's Rd, Augusta Dr, Rheem Blvd, and Moraga Rd			Spot Base Repairs
Corliss Dr	#4	#16	New concrete ADA ramp, sidewalk, driveways, and traffic striping

Staff issued sixteen (14) change orders, as follows:

CCO #	Location	Description	Cost
1	Corte Fortuna and Paseo del Rio	Perform 3" mil and overlay in lieu of full depth repair	\$96,687.62
2	* Moraga Rd near Corte Santa Clara	Construct shoulder stabilization	\$131,671.62
3	Donald Dr and Camino Pablo	Install AC dike	\$11,564.00
4	Deerfield Dr	Increase size of CIPP liner from 30" to 36"	\$26,875.00
5	Corliss Dr	Repair storm water pipe by open cut instead of CIPP liner	(\$23,690.88)
6	* SW corner of Donald Dr and Moraga Rd	Reconstruct ADA ramp and install new concrete sidewalk and driveway	\$82,000.00
7	266 & 271 Corliss Dr	Additional concrete sidewalk and stairs work due to utility and tree root conflicts	\$9,924.00
8	Various	Remove and replace concrete driveway (not sidewalk)	\$70,208.66
9	Moraga Rd (Buckingham Dr to Sky Hy Dr)	Additional traffic striping	\$90,570.00
10	* Canyon Rd, Commons Park, Camino Pablo, Hacienda Parking Lot, Moraga Wy, Campolindo Dr, St. Mary's Rd, Augusta Dr, Rheem Blvd, and Moraga Rd	Additional pavement base repairs (CIP 23-405, Reso 51-2004)	\$368,476.76
11	* 4, 8, 12, & 16 Corliss Dr	Install new concrete ADA ramp, sidewalk, driveways, and traffic striping (Reso 60-2024)	\$510,648.50
12	* 4, 8, 12, & 16 Corliss Dr	Revised traffic striping	\$18,067.50
13	Moraga Rd (Buckingham Dr to Sky Hy Dr)	Buffer striping	\$12,380.00
14	Various	Extra work by force account including minor concrete, utility delays and adjustments, potholing, tree roots, straw wattles, temporary mailboxes, sidewalk underdrains, plug paving at driveways, etc.	\$100,828.01
Total – Change Orders			\$1,506,210.79

* - Location not included in original contract



Meeting Date: April 8, 2026

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor and Councilmembers

From: Amy Heavener, Town Clerk

Subject: Request to Re-Appoint Two Candidates to the Town of Moraga Local Sales Tax Oversight Committee

RECOMMENDATION

Re-Appoint Gian Panetta and Spencer Schilling to the Local Sales Tax Oversight Committee (LSTOC) for a new term of 2 years, which will expire on March 1, 2028.

BACKGROUND

Pursuant to Measure K's Implementation ordinance, [Ordinance Number 238 Section 3.20.140 - Oversight, Annual Audit and Public Report \(PDF\)](#), the Town Council established a Local Sales Tax Oversight Committee to perform an objective and transparent annual review of Measure K revenues and expenditures.

The Local Sales Tax Oversight Committee consists of seven members, all residents of the Town of Moraga, appointed by the Town Council. The Committee meets between two and four times per year, or as reasonably determined by the Town Council or Local Sales Tax Oversight Committee.

The Local Sales Tax Oversight Committee is charged with conducting an annual review and report to the Town Council on the revenues and expenditures of the Local Sales Tax (also referred to as "Transactions and Use Tax"). The Committee shall sunset in 2033, unless extended by the voters.

There are currently five open seats on this seven-member committee. Two members, Gian Panetta and Spencer Schilling wish to be re-appointed to their seats on the Local Sales Tax Oversight Committee. Their initial terms ended in March 2026.

DISCUSSION

In order to conduct business, the Local Sales Tax Oversight Committee needs to have enough

committee members to form a quorum. A quorum for a seven-member committee is four members. As it stands now, there are only two eligible members on the seven-member committee.

The Town has received three applications:

- Gian Panetta – Re-Appointment
- Spencer Schilling – Re-Appointment
- Susan Wright – New Applicant

Gian Panetta was appointed on 12-13-2023 and has served one term. Spencer Schilling was appointed on 3-21-2023 and has served one term. The Town's Commission and Committee Interview and Appointment Policy specifies that an existing Board, Committee, and Commission member may be reappointed up to a maximum of three terms. Before reappointment however, the Board, Committee, and Commission member must apply and may be interviewed, unless otherwise decided by the Town Council. Due to the urgent need for this committee to meet, Town Staff is requesting Council forgo the interview process for Gian Panetta and Spencer Schilling in order to secure a quorum so the Committee may meet.

Following this, Town Staff will schedule an interview with the remaining new applicant at a later date. This action would resolve the issue of a lack of quorum that currently exists. This enables the committee to meet while also giving Council the opportunity to interview and consider the new applicant.

FISCAL IMPACT

These are a volunteer positions. There are no direct costs associated with these appointments.

CEQA COMPLIANCE

The appointment of Committee/Commission members is not subject to review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code section 2100 et seq., and the CEQA Guidelines (14 Cal.Code Regs. 15000 et seq.) as this is not a "project" that may cause a direct, or reasonably foreseeable indirect, physical change in the environment.

ALTERNATIVES

1. Do not re-appoint the applicants, keep the seats open and provide direction to staff.
2. Direct staff to conduct interviews of Gian Panetta and Spencer Schilling.

NEXT STEPS

Upon re-appointment, both re-appointees will continue their work on the Local Sales Tax Oversight Committee. Staff will work with Council and the remaining new applicant to schedule an interview as well as continue to accept applications for remaining open seats on the Local Sales Tax Oversight Committee.

ATTACHMENTS

Attachment A - Gian Panetta - 2026 LSTOC - Redacted Application

Attachment B - Spencer Schilling - 2026 LSTOC - Redacted Application



Town of Moraga

VOLUNTEER APPLICATION 2026

Date Received

Name: Gian Panetta Date: 02/09/2026

Position Applying For: Local Sales Tax Oversight Committee

When submitting please include: Application Questionnaire Resume

Please answer the questions below, if extra space is needed to fully complete answers, please attach a separate piece of paper.

Please save and email completed application packets to townclerk@moraga.ca.us.

1. Why are you interested in serving the Town of Moraga on the Local Sales Tax Committee?

One of the goals of the town manager is to take Moraga to the next level in making our small community the gem of the Bay Area. People trusting their local government is critical to realizing that goal. If we can fulfill our promise with Measure K, protect the funds allocated to repair Moraga roads. It will demonstrate that we are responsible and deserving of Moraga Residents trust. Lastly, we can use this success as the pillar that we can lean on for future measures. I want to serve on this committee because reinforcing trust in the government is essential. The belief that government can spend taxpayers' dollars efficiently and effectively is one of the first pillars in maintaining and building trust.

2. What other positions do you currently hold or have you held in the past? What is the time commitment you can devote to this position on a monthly basis?

Past Positions:

Current LSTOC

President of the Moraga Chamber of Commerce

President of the University of Oregon Bay Area Alumni Chapter

Committee member at the Tri-Valley Nonprofit Alliance

Ambassador at the Pleasant Hill Chamber of Commerce

I can give the required amount of time in what the description wants

Signature: Gian Panetta Date: 02/09/2026



Town of Moraga

VOLUNTEER CONTACT INFORMATION

Name: Gian Panetta

Email: [REDACTED]

Address: [REDACTED]

Phone: [REDACTED]

Position Applying For: Local Sales Tax Oversight Committee

Local Sales Tax Oversight Committee

The Local Sales Tax Oversight Committee consists of seven members appointed by the Town Council.

Duties:

- Attend meetings as an appointed member.
- Prepare an objective and transparent review of the use of Measure K revenue.
- Prepare an annual review and report to the Town Council on the revenue and expenditures of the Local Sales Tax (also referred to as “Transactions and Use Tax”).

Term of Office: 2 year term (Re-appointment)

Meetings: Held as needed (two to four times per year) at 5:30 pm at the Town Council Chambers and Community Meeting Room, 335 Rheem Boulevard, Moraga.

More information can be found on the Town of Moraga website:

<https://www.moraga.ca.us/304/Local-Sales-Tax-Oversight-Committee>



Town of Moraga

VOLUNTEER QUESTIONNAIRE

Please answer the following questions pertaining to the position you are applying for.

Local Sales Tax Oversight Committee

1. What qualifications, attributes or experience do you possess that will make you a valuable member of the Local Sales Tax Oversight Committee?

As former President of the Moraga Chamber of Commerce, my Executive Director and I secured \$275k of ARPA funds for Moraga businesses. We worked with the town to create a grant program for Moraga businesses and helped over 50+ family-run businesses.

My interaction with past and current town managers and staff allows me to bring a more holistic approach.

2. The Oversight Committee is responsible for an annual review of the revenue and expenditures of Moraga's local sales tax. It will also review the status and performances of the programs funded by the sales tax and make a report to the Council. How would your experience add value to this Committee?

I oversaw the budget of the Moraga Chamber of Commerce.

I currently serve on this Committee and have done so for the past two years, during which time I have gained a detailed, working understanding of Moraga's local sales tax revenues, expenditures, and reporting requirements. In addition, I serve as the Vice Chair of the Measure D Citizens' Oversight Committee for the Moraga School District, where I also sit on the Audit Subcommittee.

Through these roles, I have extensive experience reviewing financial statements, independent audit reports, and program expenditures to ensure compliance with voter

3. What is your knowledge regarding the Measure K campaign?

Measure K was a response to help repair Moraga roads after the State was doing takeaways across California. The funds raised will be used to help repair Moraga roads, which were/are in the poor condition.

4. What do you believe the residents of Moraga should be most focused on with respect to the oversight of the Measure K funds?

Residents should focus on ensuring Measure K funds are used exactly as promised to voters, with clear transparency around how revenues are collected, allocated, and spent. Oversight should confirm expenditures align with voter-approved purposes and are not diverted or delayed without justification.

Equally important is outcomes, not just compliance. Residents should expect clear reporting on what is being funded, progress made, and whether programs are delivering measurable community benefits on time and within budget.

Finally, long-term stewardship matters. Measure K is a multi-year commitment, and responsible oversight means protecting reserves and ensuring today's decisions can

5. What do you hope to accomplish as a member of the Local Sales Tax Oversight Committee?

To oversee the proper use of Measure K funds and gain a valuable understanding of how a municipality oversees implementing a government-led program.



Town of Moraga

VOLUNTEER APPLICATION 2026

Date Received

Name: Spencer Schilling Date: 2/3/2026

Position Applying For: Local Sales Tax Oversight Committee

When submitting please include: Application Questionnaire Resume

Please answer the questions below, if extra space is needed to fully complete answers, please attach a separate piece of paper.

Please save and email completed application packets to townclerk@moraga.ca.us.

1. Why are you interested in serving the Town of Moraga on the Local Sales Tax Committee?

interested in doing community service and there appears to be a need on the local sales tax oversight cmte. I have business, accounting, mgmt experience.

2. What other positions do you currently hold or have you held in the past? What is the time commitment you can devote to this position on a monthly basis?

I have been serving on this committee for 3 years and have no other public / community service commitments. I am currently retired and should have had the time available for the meetings, audits and monitoring.

Signature: Spencer Schilling

Date: 2/3/2026



Town of Moraga

VOLUNTEER CONTACT INFORMATION

Name: Spencer Schilling

Email: [REDACTED]

Address: [REDACTED]

Phone: _____ Cell: [REDACTED]

Position Applying For: Local Sales Tax Oversight Committee

Local Sales Tax Oversight Committee

The Local Sales Tax Oversight Committee consists of seven members appointed by the Town Council.

Duties:

- Attend meetings as an appointed member.
- Prepare an objective and transparent review of the use of Measure K revenue.
- Prepare an annual review and report to the Town Council on the revenue and expenditures of the Local Sales Tax (also referred to as “Transactions and Use Tax”).

Term of Office: 2 year term (Re-appointment)

Meetings: Held as needed (two to four times per year) at 5:30 pm at the Town Council Chambers and Community Meeting Room, 335 Rheem Boulevard, Moraga.

More information can be found on the Town of Moraga website:

<https://www.moraga.ca.us/304/Local-Sales-Tax-Oversight-Committee>



Town of Moraga

VOLUNTEER QUESTIONNAIRE

Please answer the following questions pertaining to the position you are applying for.

Local Sales Tax Oversight Committee

1. What qualifications, attributes or experience do you possess that will make you a valuable member of the Local Sales Tax Oversight Committee?

Retired engineer, 40 years with small professional services company including many years as Senior Principal, Treasurer, VP and President. 37 year resident of Moraga with wife Elaine raising a 2010 Campo grad.

2. The Oversight Committee is responsible for an annual review of the revenue and expenditures of Moraga's local sales tax. It will also review the status and performances of the programs funded by the sales tax and make a report to the Council. How would your experience add value to this Committee?

My work as an engineer and manager of a commercial business required me to regularly estimate costs, prepare budgets, monitor performance, identify losses/gains on large construction projects. I was involved in invoicing and cash management for liquidity and profitability. I have designed and developed accounting systems, done the bookkeeping and prepared quarterly financial statements and reports submitted to our board of directors.

3. What is your knowledge regarding the Measure K campaign?

I have become quite familiar with Measure K during my 3 year tenure on this committee.

4. What do you believe the residents of Moraga should be most focused on with respect to the oversight of the Measure K funds?

that the terms and conditions of the funding measure are properly carried out, that the funds are handled/managed responsibly by the Town council and spent in the manner promised. I do not have any preconceived personal preferences about how the funds should be used.

5. What do you hope to accomplish as a member of the Local Sales Tax Oversight Committee?

To help provide the due diligence oversight that the citizens of Moraga deserve.



Meeting Date: April 8, 2026

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor and Councilmembers

From: Scott Mitnick, Town Manager

Subject: Endorsement of Moraga School District Ballot Measure I ("Teacher Retention and Academic Preservation Measure")

RECOMMENDATION

Endorse the Moraga School District Ballot Measure I ("Teacher Retention and Academic Preservation Measure")

BACKGROUND

On February 24, 2026, the Moraga School District Governing Board adopted Resolution 26-30 to place Measure I on the June 2, 2026 election ballot seeking two-thirds voter approval to provide funding for recurring operations (including teacher compensation, technology, and academic supplies) at all schools. Supporters of this ballot measure have requested the Town Council to review and endorse Measure I.

Over the years, voters have passed a series of Moraga School District revenue measures to raise funds to improve school facilities. Examples included:

- Measure K - \$325 Flat Parcel Tax (March 2004)
- Measure B - \$192 Flat Parcel Tax (November 2013: expired in 2020)
- Measure V - \$30 per \$100,000 Assessed Value Bond (November 2016)
- Measure M - \$192 (with inflator) Parcel Tax (March 2020)
- Measure D - \$30 per \$100,000 Assessed Value Bond (March 2024)

Currently, Measures K, V, M and D are still on the books. Measures K and M are parcel taxes based on a set dollar amount. Measures V and D are bonds based on a set dollar amount per \$100,000 in property assessed value.

The proposed Measure I will be a parcel tax starting at \$295 per year for non-exempt properties and will be subject to an annual inflation adjustment for a seven year period.

DISCUSSION

Per the County Clerk Recorder's website, the Measure I ballot measure will include the following:

Ballot Measure Title

"Teacher Retention and Academic Preservation Measure."

Ballot Measure Summary

"Shall the local school funding measure to attract and retain the best qualified teachers, continue effective science, technology, engineering, math, arts, music and reading programs, maintain manageable class sizes and prevent academic cuts and teacher/educator layoffs by levying \$295 per parcel, providing \$1,700,000 annually, for 7 years, with senior exemptions, inflation adjustments, independent oversight, audits, and all funds supporting local elementary and middle school students, be adopted?"

Moraga School District Governing Board Resolution Ordering the Bond Measure

Please refer to Attachment A for a copy of the School District Resolution 26-30 for more details about the ballot measure, how the revenues will be collected, what the funding will be spent on, tax duration, etc.

Full Ballot Measure Text

Please refer to Attachment A - Exhibits A, B, and C of School District Resolution - for a full copy of Measure I as it will be presented to voters.

Formal Opposition

Staff is not aware of any formal opposition to Measure I at this time.

Analysis

Please refer to Attachment A, Exhibit C of the School District Resolution for a more detailed discussion of Measure I's funding, tax rate, cost, etc. In simple terms, the cost to each property will start at \$295 per parcel and will be adjusted each year for inflation, for a period of seven years. Seniors will be exempted from this "parcel tax." This new tax is estimated to generate approximately \$1,700,000 per year.

These funds will be used for recurring operational expenditures (funding teacher salaries, benefits, supplies, technology, etc.). There will be independent oversight of how the funds are expended, annual audits, etc.

Approving this funding will avoid cuts to teachers, increased class sizes, cuts in academic programs, cuts to critical teaching supplies, etc. By maintaining high quality local elementary and middle schools, Moraga will remain attractive to families and local businesses.

Please also refer to the following documents for additional background information:

- Attachment B - "*A Local Funding Plan to Help Avoid Teacher Layoffs and Additional Cuts in Moraga Schools*"
- Attachment C - "*Moraga School District: Learning and Belonging Everyday*"

Please note that staff's recommendation to endorse the School District's proposed Measure I is symbolic in nature. If Town Council chooses to support Measure I, no Town funds will be spent in support of Measure I.

FISCAL IMPACT

There is no direct fiscal impact on the Town associated with preparing this staff report. Indirect costs of staff time to prepare this report were de minimis. If Measure I passes, there will not be a fiscal impact due to the Town's properties being exempt from property taxation.

By way of example of the impact of the passage of Measure I on property owners, a Moraga home with an assessed value of \$1,000,000, and without the senior exemption, will be subject to a new tax starting at \$295. This will be in addition to the existing total Moraga School District annual taxes which total over \$1,000.

The actual aggregate impact to the non-exempt local Moraga property owners of adding Measure I to the existing four Moraga School District revenue measures will vary depending on each property's assessed value. For many Moraga property owners, their total Moraga School District property tax obligation will remain over \$1,000 per year. For eligible seniors, Measure I will not have an impact on their aggregate property tax payment.

Note that this does not include the two Acalanes Union High School District revenue measures that Moraga property owners currently pay. The average Moraga property owner pays approximately \$500 per year for this District's existing taxes.

With the passage of Measure I, non-exempt Moraga property owners will be responsible for paying seven annual local school district revenue measures totaling, on average, over \$1,800 per year.

CEQA COMPLIANCE

Consideration of this endorsement is not subject to review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA Guidelines (Title 14 California Code of Regulations §§ 15000, et seq.), because it is not a project in and of itself.

ALTERNATIVES

1. Endorse Measure I with comments; or
2. Do not endorse Measure I and provide direction to staff.

NEXT STEPS

If Town Council decides to endorse Measure I, Town staff will inform the Moraga School District and other interested parties.

ATTACHMENTS

[Attachment A - Moraga School District Resolution 26-30](#)

[Attachment B - Local Funding Plan Info](#)

[Attachment C - Moraga School District Town Hall Presentation](#)



**RESOLUTION 26-30
MORAGA SCHOOL DISTRICT**

RESOLUTION OF THE GOVERNING BOARD OF THE MORAGA SCHOOL DISTRICT OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, CALLING AN ELECTION, ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER, AND REQUESTING CONSOLIDATION WITH OTHER ELECTIONS OCCURRING ON JUNE 2, 2026

WHEREAS, Moraga School District ("District") is known for its highly qualified teachers and award-winning academic programs that help prepare students for success in high school, college and the world ahead; and

WHEREAS, despite the District's continued academic successes, the District is actually one of the lowest-funded school districts in the Bay Area, receiving some of the lowest levels of state funding in all of California; and

WHEREAS, teacher compensation lags behind that of neighboring districts, and per-pupil funding ranks near the bottom of all California school districts; and

WHEREAS, the District has planned cuts and layoffs by the end of the school year if an additional source of funding cannot be identified; and

WHEREAS, to offset these cuts and layoffs, to teachers and academic programming, the Moraga School District Governing Board ("Board") is considering placing a \$295 parcel tax measure on the June 2, 2026 ballot; and

WHEREAS, if approved by local voters, funding from the education parcel tax could be used to attract and retain highly qualified teachers, counselors and educators, maintain reading writing and language programs, continue funding for effective science, technology, engineering, arts, music, math and reading programs, and maintain manageable class sizes; and

WHEREAS, the proposed parcel tax would ensure mandatory fiscal accountability requirements, including all money raised would be controlled locally, could only be used in local elementary and intermediate schools, and could not be taken away by the State; and

WHEREAS, the annual financial audits and an independent Citizens' Oversight Committee would be required; and

WHEREAS, homeowners aged 65 and older would be eligible for an exemption from the cost of the measure; and

WHEREAS, the measure would include a 7-year sunset; and

WHEREAS, California Constitution, Article XIII A, section 4 and Government Code sections 50075 et seq. authorizes the District, upon approval of two-thirds of the electorate, to levy qualified special taxes on real property in the District for the purpose of providing quality educational programs in the District and other lawful purposes of the District; and

WHEREAS, in the judgment of this Board, following a public hearing and comment, it is advisable to request that the Contra Costa County Superintendent of Schools call an election and submit to the voters of the District the question of whether the District shall levy a qualified special tax within the District, for the purpose of raising revenue for the District; and

WHEREAS, pursuant to the Education Code and Elections Code such election may be completely or partially consolidated with any other election held on the same day and in the same territory or territory that is in part the same.

NOW, THEREFORE, IT IS DETERMINED AND ORDERED as follows:

Section 1. Recitals. This Board hereby finds and determines that the foregoing recitals are true and correct.

Section 2. Resolution Constitutes Order of Election. This resolution shall constitute an order of election pursuant to the Education Code to the Contra Costa County Superintendent of Schools to call an election within the boundaries of the District on June 2, 2026.

Section 3. Date and Purpose of Measure. Pursuant to the California Constitution and Government Code, an election shall be held within the boundaries of the District on Tuesday, June 2, 2026, for the purpose of voting on a measure ("Measure") which will be presented to voters in substantially the form attached hereto as **Exhibit A**, containing the question of whether the District shall impose a qualified special tax for the educational purposes stated therein. In addition, the full text of the Measure ("Full Ballot Text") shall appear in the ballot pamphlet in substantially the form attached hereto as **Exhibit B**. The authority for the specifications of this election order is contained in the Education Code, and the authority for ordering the election is contained in the Education Code, Elections Code, Government Code, and California Constitution.

Section 4. Authority for Ordering Election. The authority for ordering the election is contained in the Education Code, Elections Code, Government Code, and California Constitution.

Section 5. Authority for Specifications. The authority for the specification of this election order is contained in the Education Code.

Section 6. Resolution to County Officials. The Secretary to the Board is hereby directed to cause certified copies of this Resolution and order to be delivered no later than March 4, 2026, to the County Superintendent of Schools ("County Superintendent"), the Contra Costa County Registrar of Voters ("Registrar"), and the Clerk of the Board of Supervisors of Contra Costa County ("Board of Supervisors").

Section 7. Formal Notice. The County Superintendent is hereby requested to prepare and execute a Formal Notice of Parcel Tax Election and consolidation order in substantially the form attached hereto as **Exhibit C** (the "Formal Notice"), and to call the election by causing the Formal Notice to be posted in accordance with the applicable law no later than March 4, 2026, or to otherwise cause the notice to be published as permitted by law. The Secretary to the Board, on behalf of and as may be requested by the County Superintendent, is authorized to cause all notices required by law in connection herewith to be published and posted, as the case may be.

Section 8. Conduct of Election.

- (a) *Request to Registrar.* Pursuant to State law, and specifically Elections Code section 5303, the Registrar is requested to take all steps to hold the election on June 2, 2026, in accordance with law and these specifications. The election may be consolidated with another election as specified below, if such consolidation is feasible and appropriate.
- (b) *Voter Pamphlet.* The Registrar is hereby requested to reprint the Full Ballot Text in substantially the form attached hereto as **Exhibit B** in the voter information pamphlet to be distributed to voters pursuant to the Elections Code. In the event the Full Ballot Text will not be reprinted in the voter information pamphlet in its entirety, the Registrar is hereby requested to print, immediately below the impartial analysis of the Measure, in no less than 10-point boldface type, a legend substantially as follows:

"The above statement is an impartial analysis of Measure ___. If you desire a copy of the Measure, please call the Contra Costa County Registrar of Voters at {phone number} and a copy will be mailed at no cost to you."
- (c) *Consolidation.* The County Superintendent and the Board of Supervisors are hereby requested to consolidate the election ordered hereby with any and all other elections as may be held on the same day in the same territory or in territory that is in part the same, pursuant to Education Code section 5322 and Elections Code section 10400 et seq.
- (d) *Canvass and Declaration of Results.* The Board of Supervisors is authorized to canvass the returns of the election and declare the result pursuant to the Elections Code.
- (e) *Cost of Election.* Pursuant to Elections Code section 10002, the District shall reimburse the County in full for the services performed upon presentation of a bill to the District.

Section 9. Collection of the Tax. Beginning July 1, 2026, if adopted by voters, the qualified special tax shall be collected by the Contra Costa County Treasurer-Tax Collector ("County Tax Collector"). Unpaid taxes shall bear interest at the same rate as the rate for unpaid *ad valorem* property taxes until paid. With respect to all general property tax matters within their jurisdiction, the County Tax Collector shall make all final determinations of tax exemption or relief for any reason, and that decision shall be final and binding. With respect to matters specific to the levy of the qualified special tax, including the exemptions, the application of the definition of "Parcel of Taxable Real Property" to any parcel(s), the legality or validity of the qualified special tax, or any other disputed matter specific to the application of the qualified special tax, the decisions of the District shall be final and binding.

Section 10. Appropriations Limit. The Board shall provide in each year for an increase in the District's appropriations limit as shall be necessary to ensure that the proceeds of the qualified special tax may be spent for the authorized purposes.

Section 11. Ballot Arguments. The Board President and/or their designees are hereby authorized to prepare and file with the Registrar any ballot argument prepared in connection with the election, including a rebuttal argument, each within the time established by the Registrar, which shall be considered the official ballot arguments of the Board as sponsor of the Measure and to take all necessary action to prevent inclusion of false and/or misleading information in ballot materials related to the Measure.

Section 12. Official Actions. The District Superintendent, Board President, or their designees are hereby authorized to execute any other document and to perform all acts necessary to place the Measure on the ballot, including making alterations to the Measure and Full Ballot Text stated in **Exhibits A and B** hereto, and to this Resolution, to comply with requirements of law and election officials or which are, in the judgment of the Superintendent and/or Board President, in the best interests of the District.

Section 13. Effective Date. This Resolution shall take effect from and after its adoption.

PASSED AND ADOPTED by the Governing Board of the Moraga School District, Moraga, California on _____, 2026, by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

President, Governing Board

ATTEST:

Secretary, Governing Board

EXHIBIT A

Summary of Measure

The Measure shall be summarized in the following form, and the County of Contra Costa Registrar of Voters is requested to cause this summary of the Measure to appear on the ballot:

***** *Ballot Label Start Here* *****

**Moraga School District
Teacher Retention and Academic Preservation Measure**

Shall the local school funding measure to attract and retain the best qualified teachers, continue effective science, technology, engineering, math, arts, music and reading programs, maintain manageable class sizes and prevent academic cuts and teacher/ educator layoffs by levying \$295 per parcel, providing \$1,700,000 annually, for 7 years, with senior exemptions, inflation adjustments, independent oversight, audits, and all funds supporting local elementary and middle school students, be adopted?

***** *Ballot Label Ends Here* *****

EXHIBIT B

***** Full Text Starts Here *****

MORAGA SCHOOL DISTRICT

TEACHER RETENTION AND ACADEMIC PRESERVATION MEASURE

This measure may be known and referred to as the "Moraga School District Teacher Retention and Academic Preservation Measure." or as "Measure ____".
[designation to be assigned by County Registrar of Voters]

FINDINGS

Moraga School District ("District") is known for its highly qualified teachers and award-winning academic programs that help prepare students for success in high school, college and the world ahead. Despite the District's continued academic successes, the District is actually one of the lowest-funded school districts in the Bay Area, receiving some of the lowest levels of state funding in all of California. Teacher compensation lags behind that of neighboring districts, and per-pupil funding ranks near the bottom of all California school districts.

The District has planned cuts and layoffs by the end of the school year if an additional source of funding cannot be identified. If approved by local voters, funding from the education parcel tax could be used to attract and retain highly qualified teachers, counselors and educators, maintain reading writing and language programs, continue funding for effective science, technology, engineering, arts, music, math and reading programs, and maintain manageable class sizes.

The proposed parcel tax would ensure mandatory fiscal accountability requirements, including all money raised would be controlled locally, could only be used in local elementary and intermediate schools, and could not be taken away by the State. Annual financial audits and an independent Citizens' Oversight Committee would be required. Homeowners aged 65 and older as well as those Receiving Supplemental Security Income for a disability and those Receiving Social Security Disability Insurance benefits would be eligible for an exemption from the cost of the measure.

A. Introduction and Purpose

Proceeds of the Moraga School District Teacher Retention and Academic Preservation Measure ("Measure") shall be authorized to be used to provide financial support to school programs to protect high quality education in local schools, to the extent funds are available, as follows:

1. Attract and retain the best qualified teachers;
2. Continue effective science, technology, engineering, math, arts, music and reading programs;
3. Maintain manageable class sizes; and,
4. prevent academic cuts and teacher and educator layoffs.

Proceeds shall not be used for District office administrators' salaries or benefits.

B. Amount and Basis of Tax

Upon approval of two-thirds of those voting on this Measure, the District shall be authorized to levy an annual qualified special tax of \$295 on all Parcels of Taxable Real Property beginning July 1, 2026, and continuing for a period of seven (7) years.

“Parcel of Taxable Real Property” is defined as any unit of real property in the District that receives a separate tax bill for *ad valorem* property taxes from the Contra Costa County Department of Tax and Collections. All property that is otherwise exempt from or upon which no *ad valorem* property taxes are levied in any year shall also be exempt from the qualified special tax in such year.

This qualified special tax is estimated to raise \$1.7 million in annual local funding for District schools. The amount of annual local funding raised by this qualified special tax may vary from year-to-year due to changes in the number of parcels exempt from the levy and annual adjustments.

To account for changes in the cost of delivering the classroom programs and student services supported by the qualified special tax, the tax rate shall be adjusted annually pursuant to this provision. Each year, beginning with the 2027-2028 tax year, the tax rate shall be adjusted to account for inflation by the average of the reported periodic annual percentage changes in the Consumer Price Index-All Urban Consumers, San Francisco-Oakland-Hayward area (Series CUURA422SA0) over the prior twelve months, as of April of each year, as published by the U.S. Bureau of Labor Statistics; provided, however that the annual adjustment in the tax shall not exceed 3% per year, but in no case be less than 0% per year. Any adjustment shall be rounded to the nearest dollar. In the event the Consumer Price Index-All Urban Consumers, San FranciscoOakland-Hayward area (Series CUURA422SA0) is no longer published, the Board shall adopt a comparable index of general price levels as it shall determine.

This Measure shall not impact the continued levy of any existing qualified special tax adopted by District voters.

C. Exemptions

Pursuant to any procedures adopted by the District, an exemption from payment of the qualified special tax may be granted on any parcel owned by one or more persons who is/are :

1. An individual 65 years of age or older and occupies that parcel (“Senior Citizen Exemption”);
2. Receiving Supplemental Security Income for a disability, regardless of age, and occupies said parcel (“SSI Exemption”); or
3. Receiving Social Security Disability Insurance benefits, regardless of age, whose yearly income does not exceed 250 percent of the 2012 federal poverty guidelines issued by the United States Department of Health and Human Services, and occupies said parcel (“SSDI Exemption”).

Exemptions may be granted based on a one-time application and exemptions granted under prior qualified special taxes levied by the District will not require re-approval, subject to the District's right to verify a property owner's continuing qualification for exemption.

D. Claims / Exemption Procedures

With respect to all general property tax matters within its jurisdiction, the County Tax Collector or other appropriate County tax official shall make all final determinations of tax exemption or relief for any reason, and that decision shall be final and binding. With respect to matters specific to the levy of the qualified special tax including the Senior Citizen Exemption, the SSI Exemption, SSDI Exemption, the application of the definition of "Parcel of Taxable Real Property" to any parcel(s), the legality or validity of the qualified special tax, or any other disputed matter specific to the application of the qualified special tax, the decisions of the District shall be final and binding. The procedures described herein, and any additional procedures established by the Board shall be the exclusive claims procedure for claimants seeking an exemption, refund, reduction, or re-computation of the qualified special tax. Whether any particular claim is to be resolved by the District or by the County shall be determined by the District, in coordination with the County as necessary.

E. Appropriations Limit

Pursuant to California Constitution Article XIII B and applicable laws, the appropriations limit for the District will be adjusted periodically by the aggregate sum collected by levy of this qualified special tax.

F. Mandatory Accountability Protections

1. *Specific Purposes.* All of the purposes named in the measure shall constitute the specific purposes of the qualified special tax, and proceeds thereof shall be applied only for such purposes. The proceeds of the special tax shall be deposited into a fund, which shall be kept separate and apart from other funds of the District.
2. *Annual Reports.* Upon the levy and collection of the Measure, the Governing Board shall cause an account to be established for the deposit of the proceeds, pursuant to Government Code Section 50075.1. For so long as any proceeds remain unexpended, the Superintendent or Chief Business Official of the District shall cause a report to be filed with the Governing Board no later than December 31 of each year, stating (1) the amount collected and expended in such year, and (2) the status of any projects or description of any programs funded. The report may relate to the calendar year, fiscal year, or other appropriate annual period, as said officer shall determine, and may be incorporated into or filed with the annual budget, audit, or other appropriate routine report to the Governing Board.
3. *Independent Citizens' Oversight Committee.* The Board shall provide for the existing independent oversight committee to continue to ensure that moneys raised under this Measure are spent only for the purposes described in this Measure. The Committee shall continue to operate pursuant to its current requirements regarding the composition,

duties, funding and other necessary information regarding the Committee's formation and operation, subject to revision by the Board.

G. Protection of Funding

Current law forbids any decrease in State or federal funding to the District resulting from the adoption of qualified special tax. However, if any such funding is reduced or affected because of the adoption of this local funding Measure, then the Board may reduce the amount of the qualified special taxes levied as necessary in order to restore such State or federal funding and/or maximize the District's fiscal position for the benefit of the educational program. As a result, whether directly or indirectly, no funding from this measure may be taken away by the State or federal governments.

H. Severability

The Board hereby declares, and the voters by approving this Measure concur, that every section and part of this Measure has independent value, and the Board and the voters would have adopted each provision hereof regardless of every other provision hereof. Upon approval of this Measure by the voters, should any part of the Measure or taxing formula be found by a court of competent jurisdiction to be invalid for any reason, all remaining parts of the Measure or taxing formula hereof shall remain in full force and effect to the fullest extent allowed by law.

***** Full Text Ends Here *****

EXHIBIT C

**FORMAL NOTICE OF SPECIAL TAX ELECTION
[For Use by County Superintendent]**

NOTICE IS HEREBY GIVEN to the qualified electors of the Moraga School District of Contra Costa County, California, that in accordance with the provisions of the Education Code and the Government Code of the State of California, an election will be held on June 2, 2026, for the purpose of submitting to the qualified electors of the District the measure summarized as follows:

**Moraga School District
Teacher Retention and Academic Preservation Measure**

Shall the local school funding measure to attract and retain the best qualified teachers, continue effective science, technology, engineering, math, arts, music and reading programs, maintain manageable class sizes and prevent academic cuts and teacher/ educator layoffs by levying \$295 per parcel, providing \$1,700,000 annually, for 7 years, with senior exemptions, inflation adjustments, independent oversight, audits, and all funds supporting local elementary and middle school students, be adopted?

By execution of this formal Notice of Election the Contra Costa County Superintendent of Schools orders consolidation of the election with such other elections as may be held on the same day in the same territory or in territory that is in part the same.

The Contra Costa County Superintendent of Schools, by this Notice of Election, has called the election pursuant to a Resolution and Order of the Governing Board of the Moraga School District adopted _____, 2026, in accordance with the provisions of Education Code Sections 5302, 5325 and 5361.

IN WITNESS WHEREOF, I have hereunto set my hand this day, _____,
2026.

Lynn Mackey
Contra Costa County Superintendent of Schools
Pleasant Hill, California



A LOCAL FUNDING PLAN

to Help Avoid Teacher Layoffs
and Additional Cuts in Moraga Schools

The Moraga School District (MSD) is known for its highly qualified teachers and award-winning academic programs that help prepare students for success in high school, college and the world ahead. The District hears from new parents and lifelong residents, that local schools are the reason many moved to Moraga, adding to the character of the community and impacting local property values.

Unreliable State and Federal Funding Are Putting a Strain on the Quality of Local Education

Despite MSD's continued academic successes, MSD is actually one of the lowest-funded school districts in the Bay Area, receiving some of the lowest levels of state funding in all of California. As a result, teacher compensation lags behind that of neighbors, and per-pupil funding is near the bottom of the list. MSD schools have planned cuts and layoffs by the end of the school year if an additional source of funding cannot be identified.

Potential Parcel Tax Measure Could Provide a Local Solution to Maintain School Funding

To offset these cuts and layoffs, the MSD Board of Education is considering placing a \$295 parcel tax measure on the June 2, 2026 ballot. The measure would generate \$1,712,000 annually in locally controlled funding aimed at accomplishing three key goals:



Attracting and retaining highly qualified teachers, counselors and educators



Continuing funding for effective science, technology, engineering, arts, music, math and reading programs



Maintaining manageable class sizes

Mandatory Fiscal Accountability Could Ensure That 100% of Funds Stay in Local Schools



Local Control of Funds:

All money raised would be controlled locally, could only be used in local elementary and intermediate schools, and could not be taken away by the State



Mandatory Independent Oversight:

Annual financial audits and an independent Citizens' Oversight Committee would be required



Senior Exemption Available:

Homeowners aged 65 and older would be eligible for an exemption from the cost of the measure



Cannot Be Renewed Without Voter Approval:

The measure would include a 7-year sunset



We Want to Hear From You!

As we plan for the future, we welcome input from our families and community members. Please contact **Dr. Julie Parks** at jparks@moraga.k12.ca.us with any questions you may have, or visit tinyurl.com/ProtectMSDFunding for additional information.





Moraga School District

Learning and Belonging Everyday

Town Hall Q&A

- Submit questions in person by signing up at the front table OR submit your question online using the QR code:
- Questions will be answered in the order received
- Our Q&A will run until 8:15pm
- Our contact information will be available at the end of the night

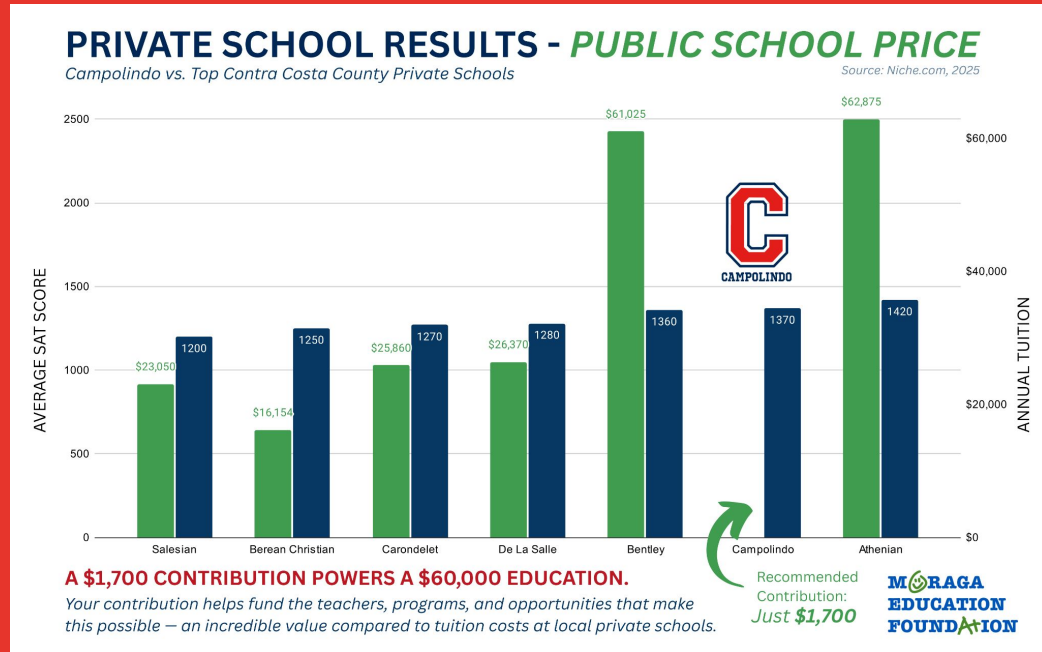


A Tradition of Excellence

Moraga School District regularly performs in the top percentile of California schools.

We offer a **rich curriculum** and **interventions**, plus access to enrichment like **elementary science**, **STEM electives**, **art**, **music**, and **library**. This is not extra in Moraga, it is how we do business!

Moraga has maintained student belonging as a priority and offers **counselors** and **Wellness Centers** at each school site. Student survey data shows that our students are in the 80th percentile and above when compared across the country in social emotional learning.



Budgetary Reality

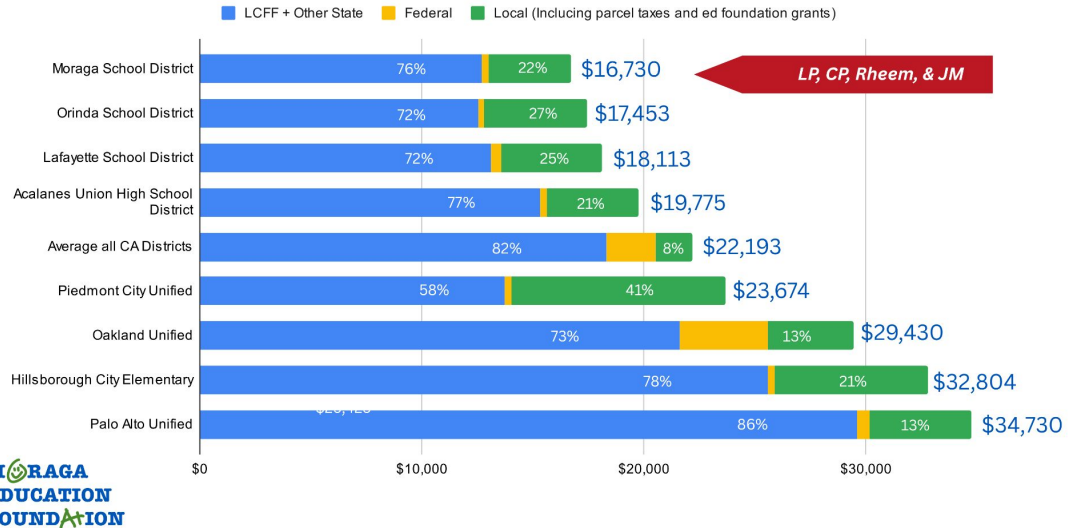
Moraga School District is amongst the lowest funded in the state through the Local Control Funding Formula (LCFF). Approximately 22% of our budget is funded through local support - parcel taxes and MEF.

We have already made approximately \$1.1 M in cuts over the last two years - with another \$500,000 coming next year.

Without local funding, it would not be possible for Moraga to offer the programming and opportunities for students that make our school district a destination.

Comparing Per Pupil Funding Among CA Districts

2023-2024 (most recent data available)



MSD Is an LCFF District

50% of your property taxes go to benefit schools. Cumulatively, Moraga does not generate enough property taxes to fully fund its allocation under LCFF. So our funding is “topped up” with state income tax revenue.

LCFF District vs. Basic Aid District

"State Funded"

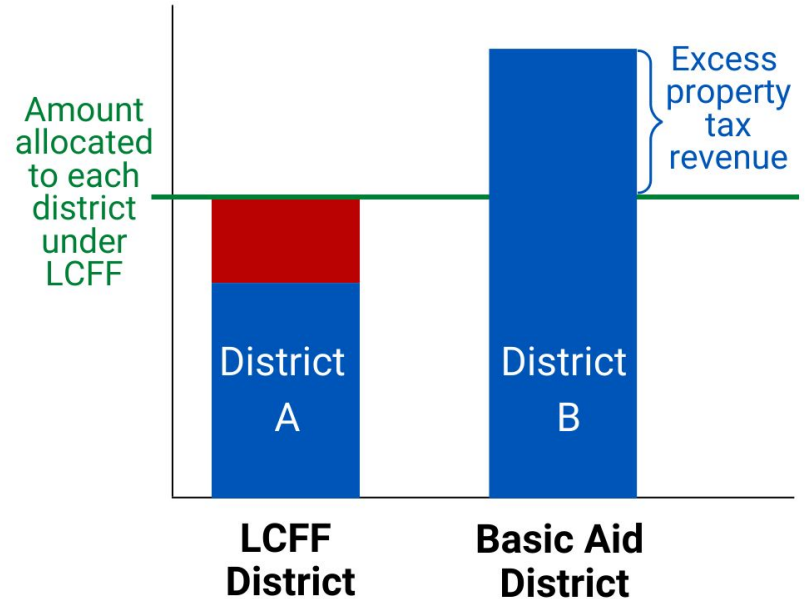
"Community Funded"



Property Tax Revenue



State Income Tax Revenue

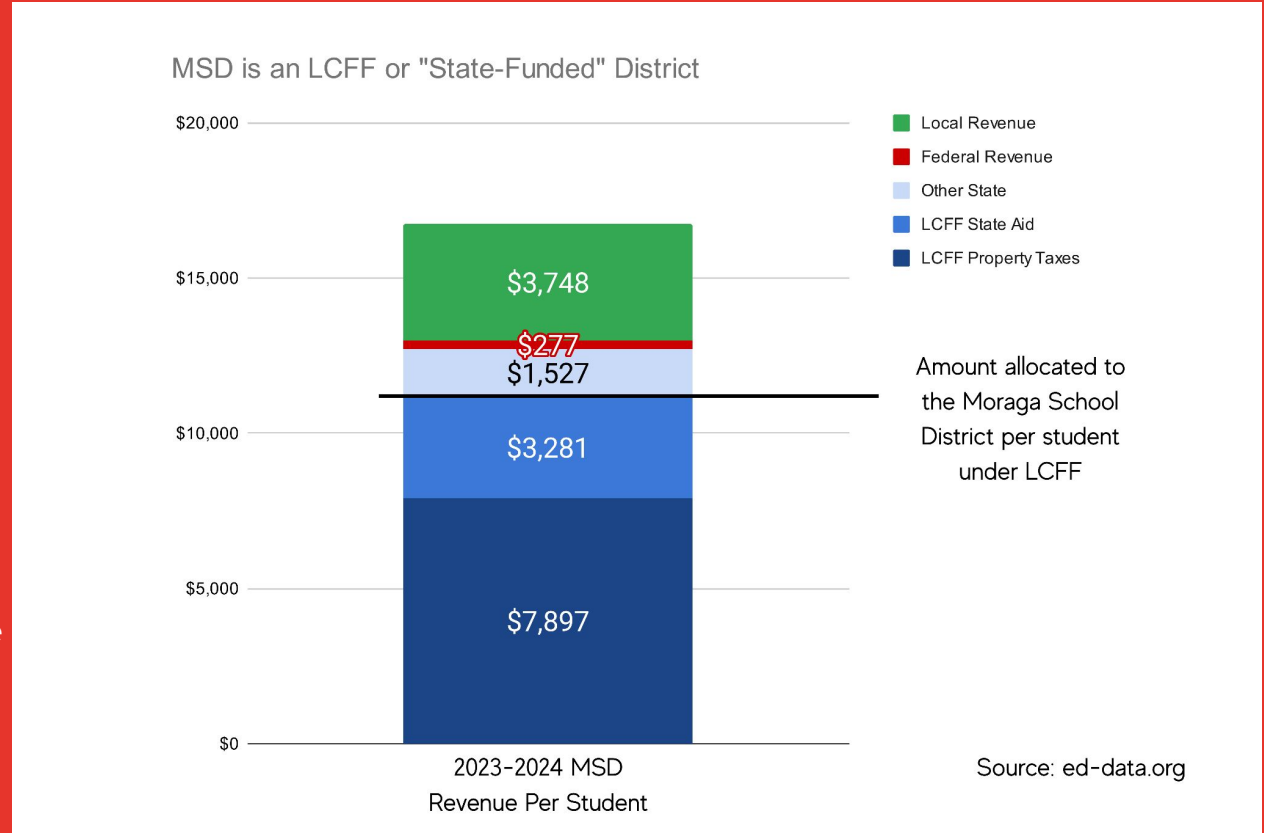


MSD Is an LCFF District

In 2023-2024, MSD was allocated \$11,178 per student under LCFF. \$7,897 of that came from our property taxes. The rest was made up from income tax revenue.

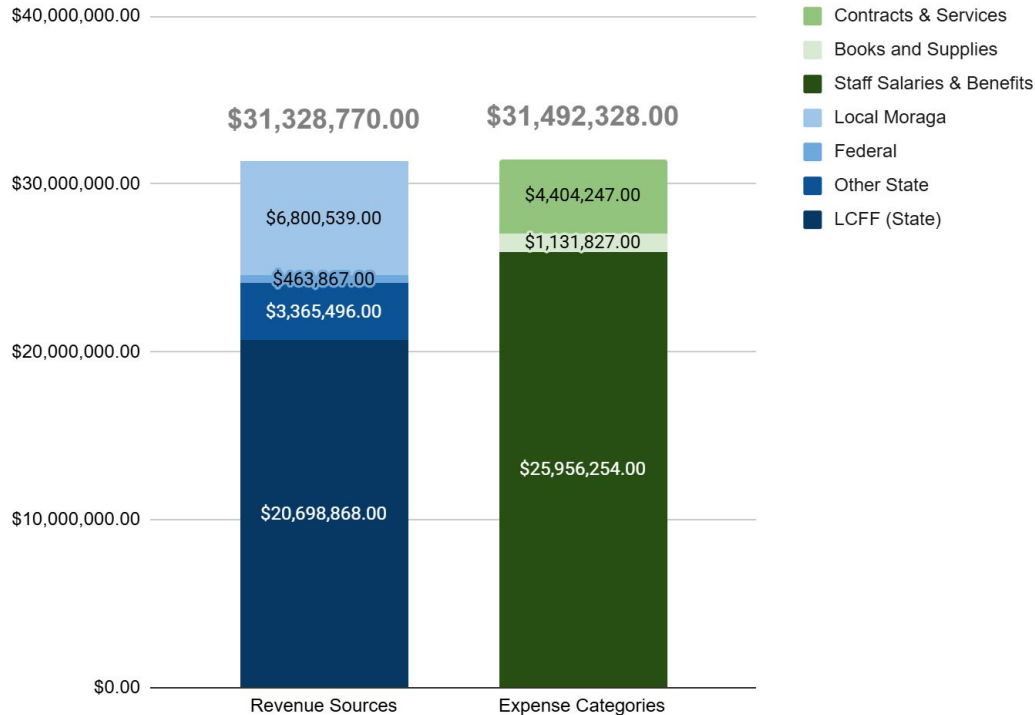
We also received some "one time" money from the state as well as a small amount of federal revenue.

Local revenue includes current parcel tax revenue and MEF grants.



The Revenue Gap

Salaries and Benefits Expenses Exceed State and Federal Revenue

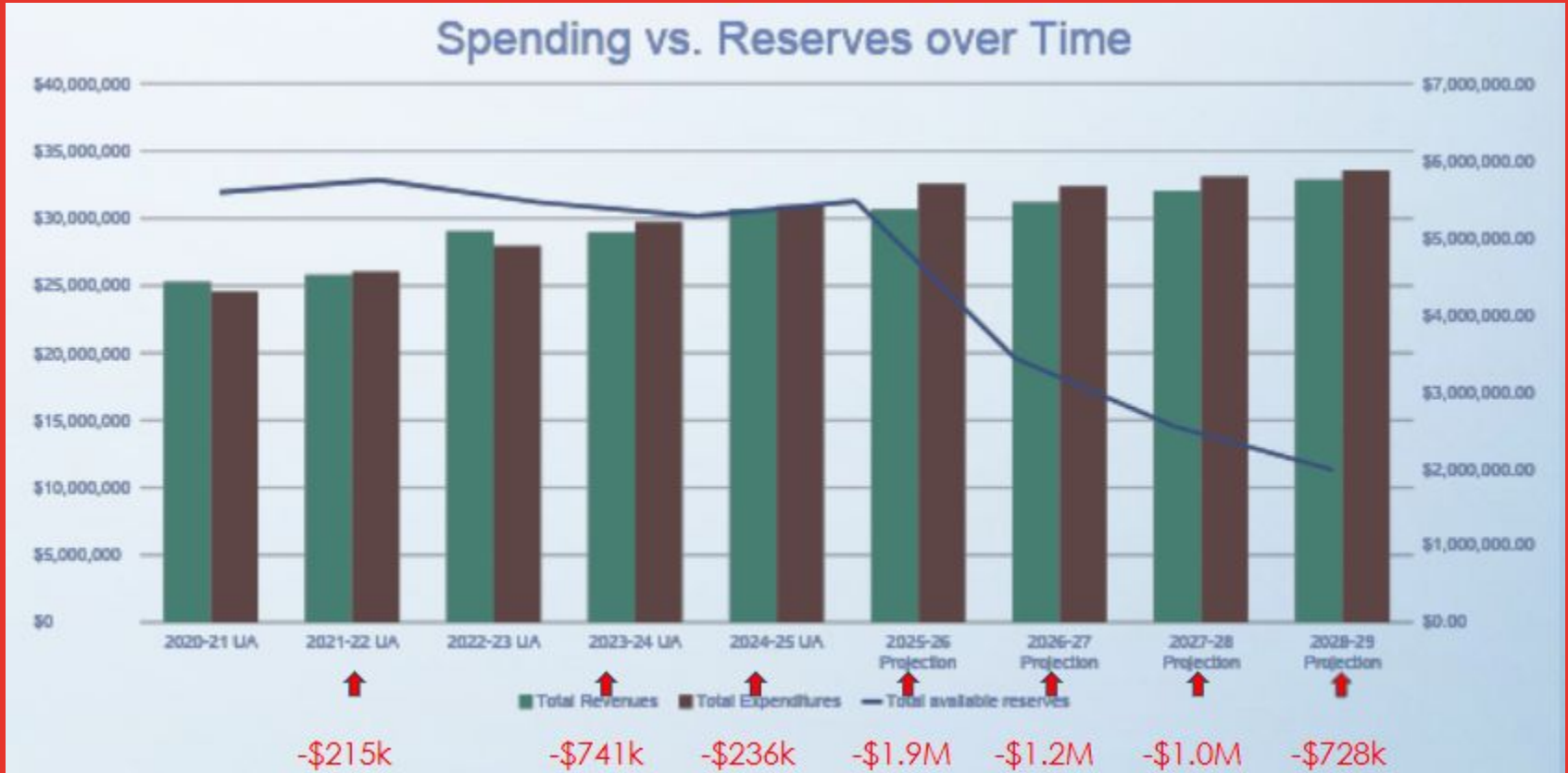


Moraga has a funding gap.

State funding does not even cover the cost of our most valuable asset - our staff.

Local support is filling the gap, but we are falling behind. Without additional revenue, we can expect continued cuts.

Impact on Moraga



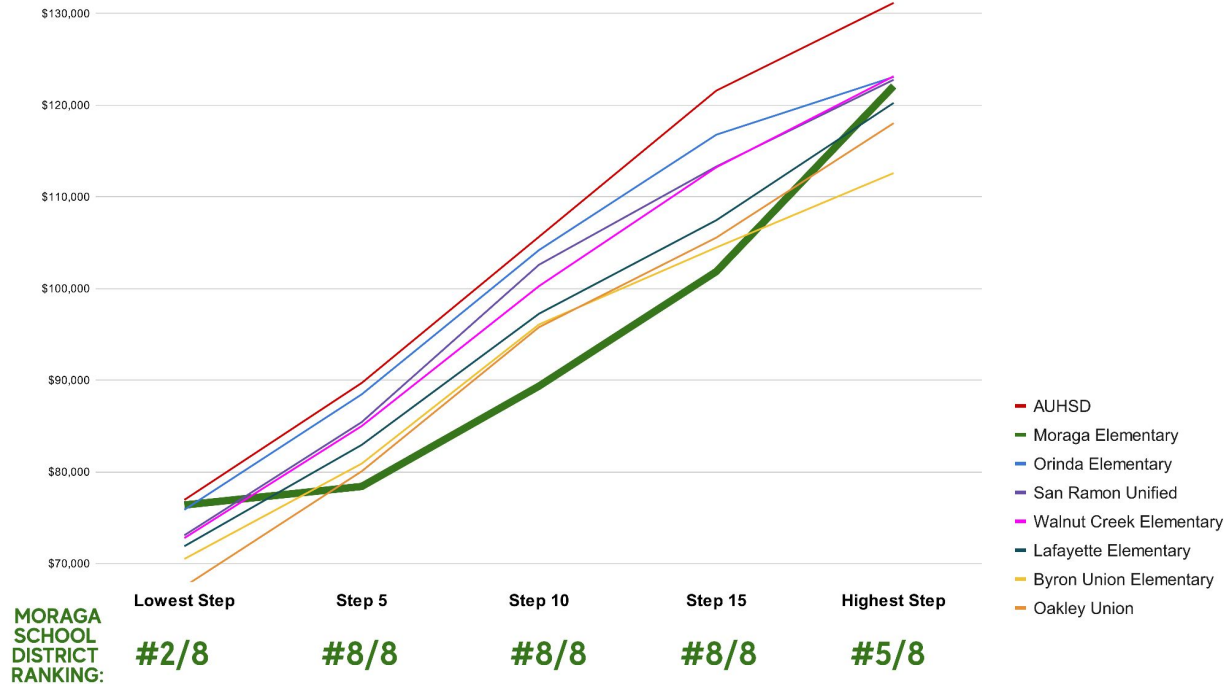
Budget Reductions

2024-2025	2025-2026	2026-2027 (Proposed)	2027-2028 (Tentative)
District Office Reorganization Technology Teacher on Special Assignment MTSS Teacher on Special Assignment IT Network Manager JM Part Time Administrative Assistant Part Time Custodian Behaviorist Learning Center Instructional Aide Educational Services Assistant Intensive Instructional Assistant Elementary Co-Teaching Professional Development DEIB Consultant Service Learning Liaison Parent Education Math Consumables Dreambox Math Intervention Professional Organization Memberships Ed Tech Platforms	Director of Administrative Services District Office Reorganization Literacy Teacher on Special Assignment JM Writing Tutor JM Night Custodian Custodial Reorganization Reduced TA Hours (3rd-5th) Reduced Elementary Yard Duty Hours Reduced JM Instructional Council Hours Safety Committee Hours Panorama Survey Classified Professional Development Day Professional Development Supplies Professional Development Extra Hours Ed Tech Platforms Summer Planning Hours	District Office Reorganization Elementary PE Teacher JM Learning Center IA Reduced TA Hours (TK-5th) Technology (chromebooks) Summer Planning Hours JM Co-Teaching Curriculum	Elementary Counselors (3) JM Wellness Center Intake Specialist Remaining TA Hours
\$1,126,712 (7.5%)	\$720,100 (0%)	\$553,970 (2.3%)	\$493,587 (?)

\$2,894,369 Cut Over Four Years

Recruiting and Retaining

Teacher Salary Schedule - Where We Stand



Maintaining our high quality staff is a primary reason for success - and Moraga must stay competitive to continue to attract the best and the brightest to support our students.

Moraga School district has a competitive top salary. The middle of the schedule needs some adjustment that cannot happen without additional revenue.

Local Support

Our district needs ongoing sustainable funding to continue current programs and to continue to innovate.

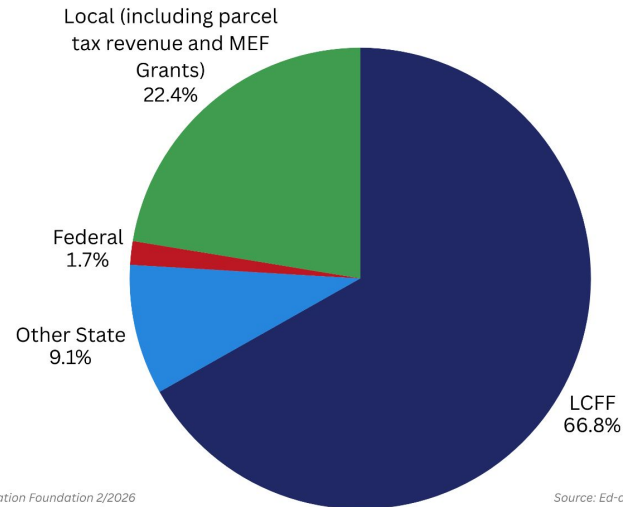
Local support is critical - both in the form of parcel tax revenue and MEF contributions.

- Every dollar stays local
- Fund student programs
- No dollars go toward administration

Parcel taxes and private donations are the only way to guarantee sustainable funding - that will stay local - for our schools.

Funding Sources for the Moraga School District

2023-2024 (most recent data available)

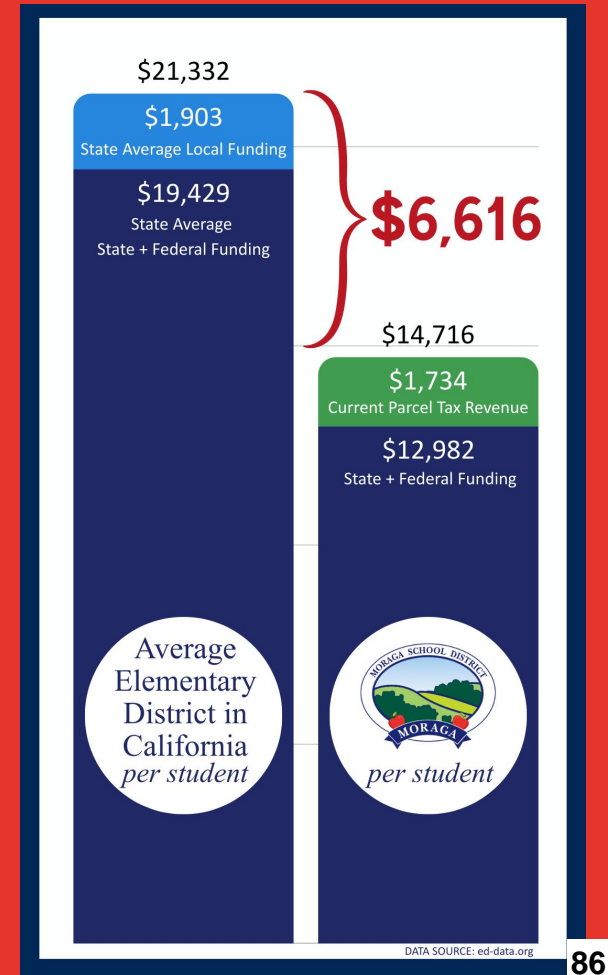


Graph created by the Moraga Education Foundation 2/2026

Source: Ed-data.org

What is the gap in funding?

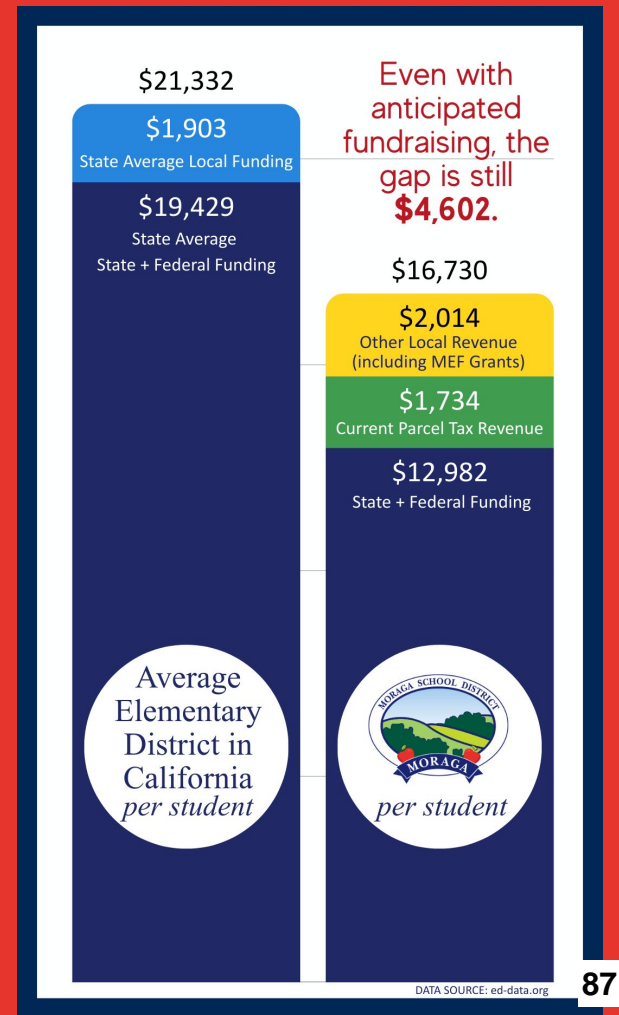
Our students each receive \$6,616 less than students at the average elementary district in California.



What about MEF?

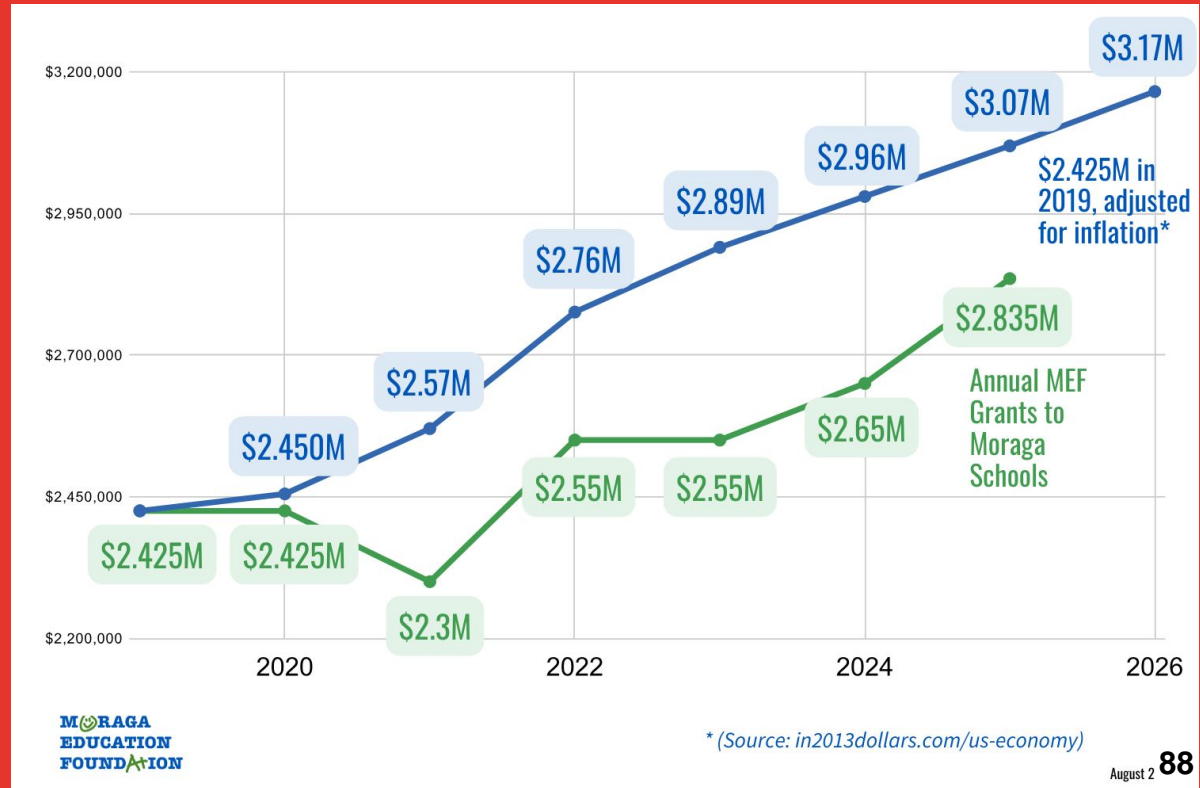
Thanks to community support, MEF was able to grant \$1,765,000 to the Moraga School District this year. This makes a critical difference at our schools, funding people and programs that benefit every student, every day.

However, even with anticipated fundraising and other local revenue, our students still receive \$4,602 less than they do at the average elementary district... and these funds are not guaranteed: MEF starts at \$0 every year and needs to raise every dollar it grants.



Community-Funded Grants Have Not Kept Pace With Inflation

Despite the MEF grant amount increasing over time, the purchasing power of grants has decreased.

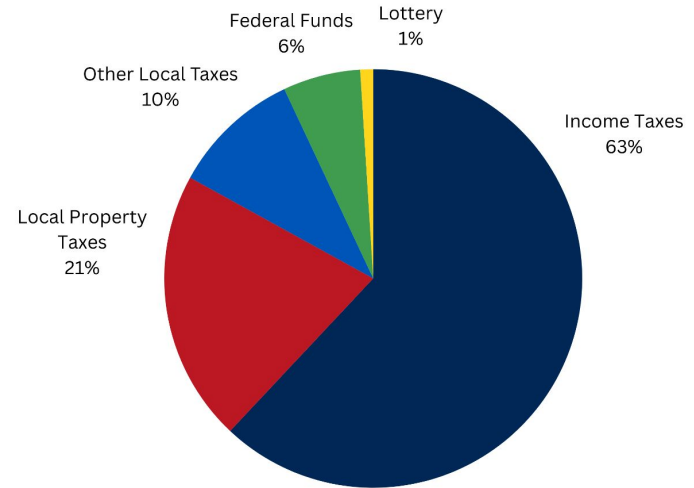


“My Property Taxes Cover Schools”

Actually, local property taxes only fund about 21% of the total cost of running California’s schools. Most of the funding for our schools comes from state income taxes.

California K-12 Funding By Source

2023-2024 (most recent data available)

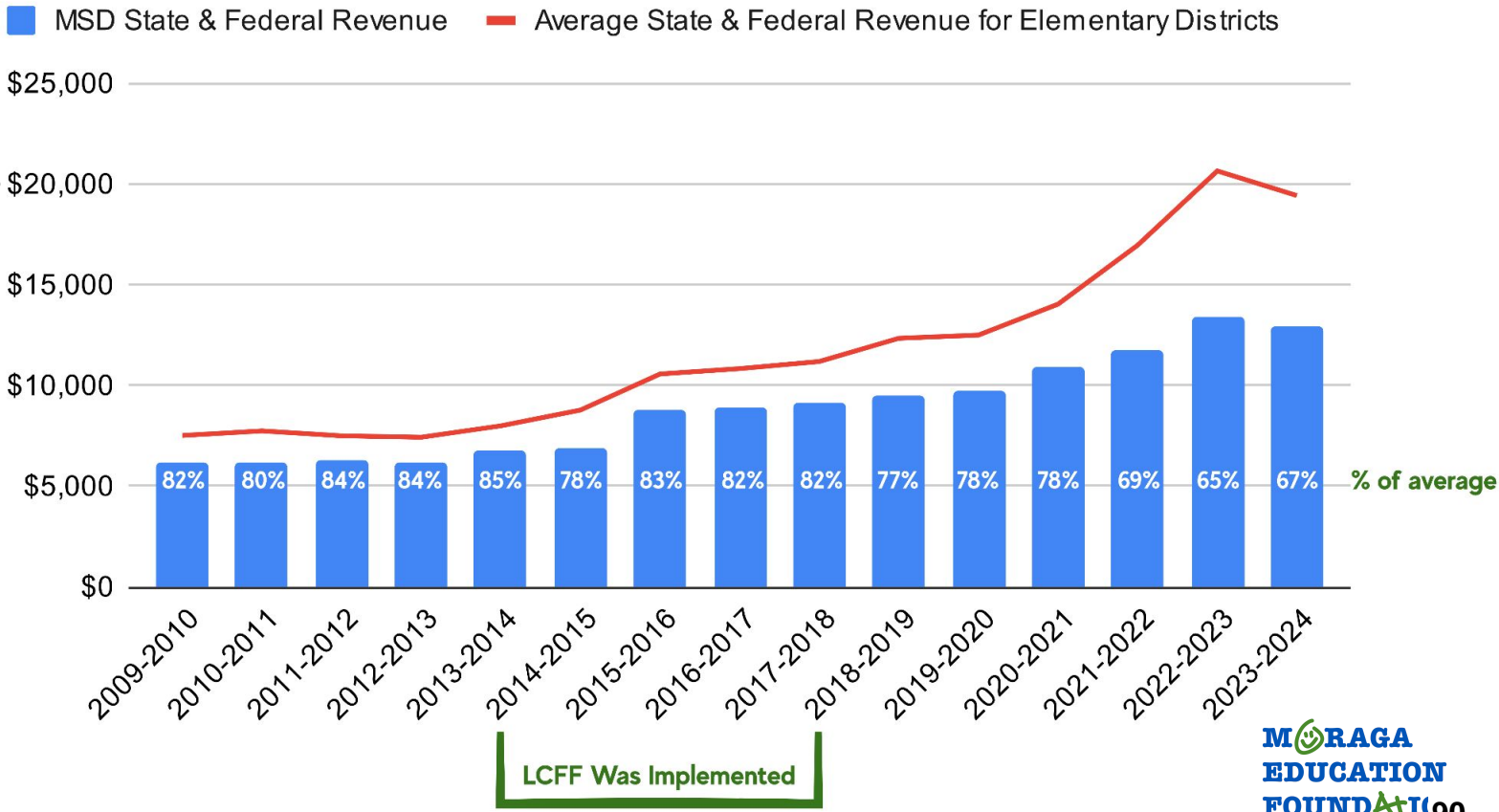


Data Source: Ed100.org

The funding that Moraga schools have received from the state and federal government has been consistently below the average elementary district in California.

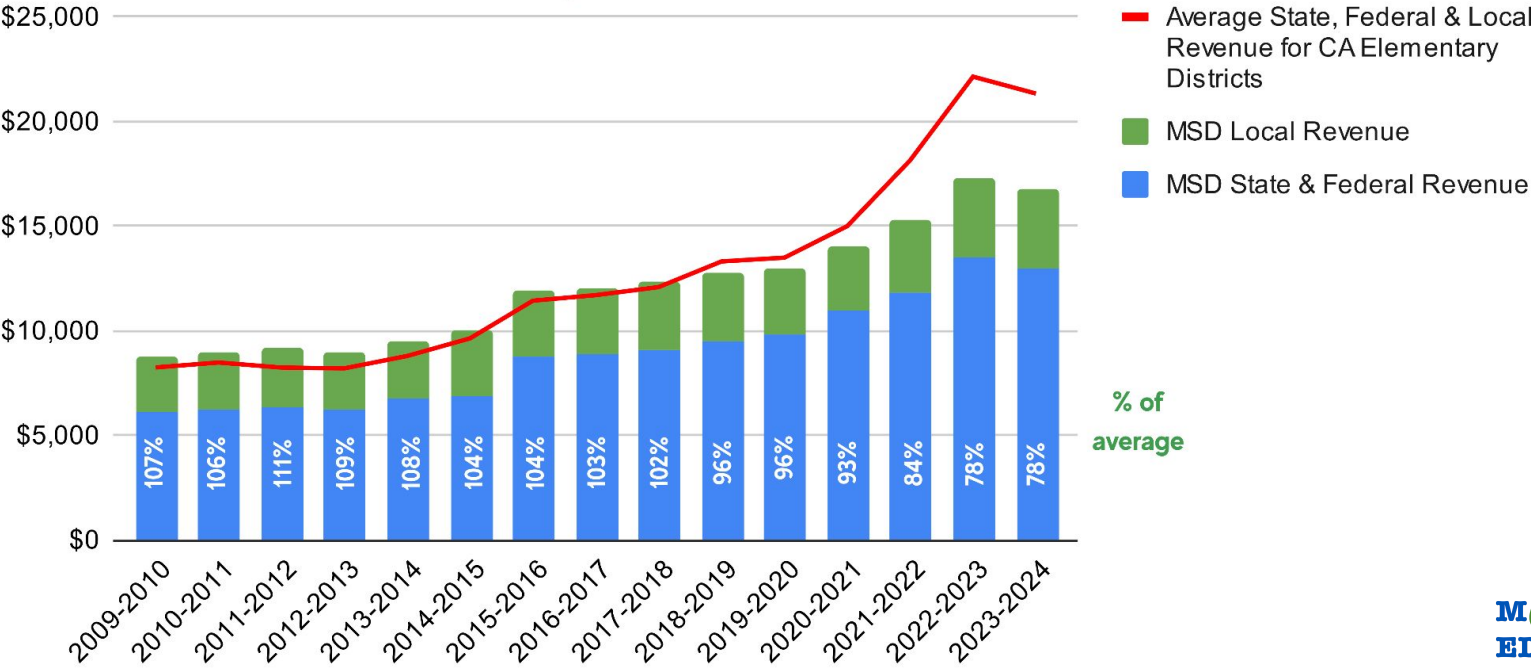
This has only become more extreme following the implementation of LCFF.

MSD State & Federal Revenue Compared to Average



When you add in local revenue (parcel taxes and MEF grants), MSD has historically been able to get to about the average funding in CA. But in recent years, as LCFF funding distribution has taken effect, our current local efforts are not having as much of an impact, and we are more than 10% below the average funding of an elementary school district in California.

MSD State, Federal & Local Revenue Compared to Average



Parcel Tax History for MSD

2004: Measure K (\$325/parcel/year)

2013: Measure B (\$192/year - expired in 2020)

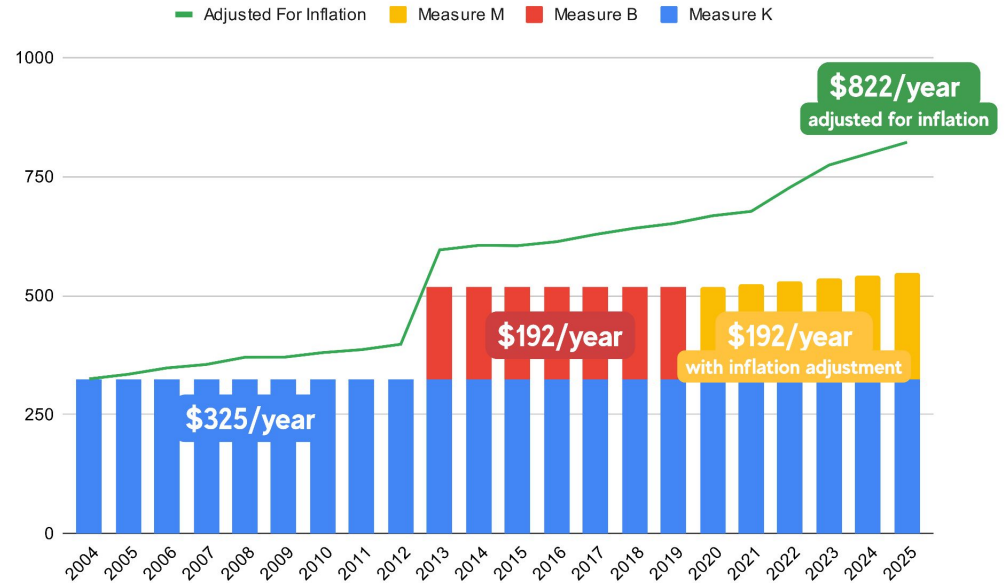
2020: Measure M (Renewal of Measure B at \$192/year + inflation adjustment)

Senior exemptions are available.

There has been no **NEW** parcel tax funding since 2013

Current parcel taxes adjusted for inflation are \$822/year

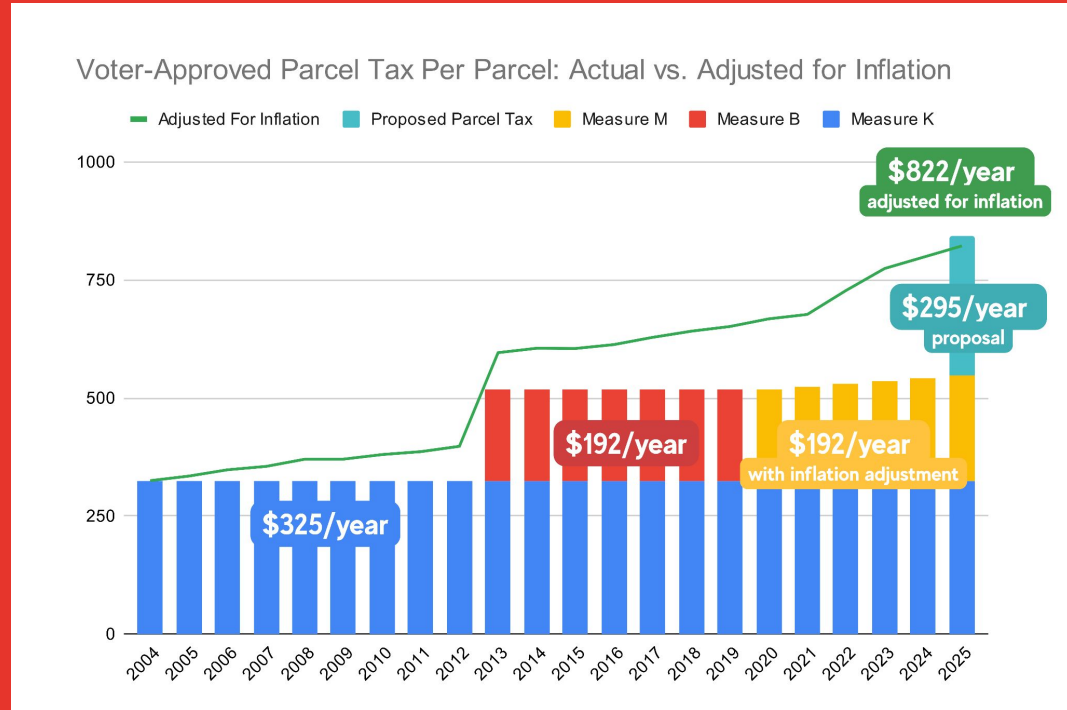
Voter-Approved Parcel Tax Per Parcel: Actual vs. Adjusted for Inflation



Proposed Parcel Tax on June Ballot

The new parcel tax on the June ballot will add an additional \$295/year with an inflation adjustment capped at 3% a year and a senior exemption.

This would bring the total paid per parcel to just about where our current parcel taxes would stand, adjusted for inflation.



What about our neighbors?

Moraga: \$517

Measure K: \$325/parcel/year

Measure M: \$192/parcel/year + escalator

Orinda: \$804

Measure A: \$385/parcel/year

Measure B: \$124/parcel/year

Measure Z: \$295/parcel/year (will expire in 2030)

Lafayette: \$829

Measure J&B: \$539/parcel/year

Measure L: \$290/parcel/year (expires in 2027)

Lafayette School Board is exploring a new parcel tax for the June ballot

Ready to take action? Here's what you can do:

1. Support MEF! Even with additional parcel tax measures, we still rely on MEF dollars. Visit the website to donate today. [**moragaeducation.org**](https://moragaeducation.org)
2. Support our parcel tax proposal by emailing our school board to and ask them to vote in favor of this measure [**msdgoverningboard@moraga.k12.ca.us**](mailto:msdgoverningboard@moraga.k12.ca.us)
3. Advocate for our district by reaching out to your local representatives:
California State Senator District 9
Tim Grayson [**sd09.senate.ca.gov/contact**](https://sd09.senate.ca.gov/contact)
California State Assembly Member District 16
Rebecca Bauer-Kahn [**bauer-kahan.asmdc.org/contact**](https://bauer-kahan.asmdc.org/contact)
4. Sign up to volunteer for our parcel tax campaign
5. Continue the dialogue! We are here to answer your questions:
Dr. Julie Parks [**jparks@moraga.k12.ca.us**](mailto:jparks@moraga.k12.ca.us)
Ana Moon [**anamoon@moragaeducation.org**](mailto:anamoon@moragaeducation.org)
Meghan Donnelly Hetke [**meghanmdonnelly@gmail.com**](mailto:meghanmdonnelly@gmail.com)
Jessica Gorelik [**jessica.d.gorelik@gmail.com**](mailto:jessica.d.gorelik@gmail.com)





Meeting Date: April 8, 2026

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor and Councilmembers

From: Nate Levine, Interim Public Works Director / Town Engineer

Subject: Second Amendment to the Clean Coalition Professional Services Agreement

RECOMMENDATION

Adopt a Resolution authorizing the Town Manager to execute the Second Amendment to the Professional Services Agreement with Clean Coalition, increasing the scope of services and contract amount by \$30,000, for a total amount not to exceed \$182,250, and extending the Time of Performance through June 30, 2026.

BACKGROUND

On January 12, 2022, the Town Council authorized a professional services agreement with Santa Barbara-based Natural Capitalism Solutions, Inc. (doing business as “Clean Coalition”), for \$60,000 and a contingency of \$6,000 for a total contract amount of \$66,000 to initiate a Town Facilities Energy Generation Study. This review was to include an analysis of the use of solar panels, battery storage, and small back-up generators at the Town Hall, Council Chambers, Library, and Hacienda properties.

On August 28, 2024, the Town Council approved an amendment to the Clean Coalition contract for additional financial study work, increasing the contract amount to \$135,000 and the contingency to \$17,250 for a total contract amount not to exceed \$152,250.

DISCUSSION

Staff is requesting a \$20,000 contract amendment for additional efforts required in the RFP process, and \$10,000 for efforts to review the Power Purchase Agreement (PPA) contracts as part of the overall project. Increasing the contract amount for a total not to exceed \$182,250.

FISCAL IMPACT

The contract amendment is recommended at a cost of \$30,000. There is sufficient funding in CIP 23-108 to fund the contract increase with Clean Coalition, and no additional funding is requested.

CEQA COMPLIANCE

The Agreement with Clean Coalition for the Town Energy Generation Studies was determined to be exempt from the California Environmental Quality Act (CEQA) per §15306 on January 12, 2022, as this work involves technical studies and design work.

CEQA analysis for the construction of the Project will be conducted as part of the scope of services under the design contract.

ALTERNATIVES

1. Make revisions to the proposed Second Amendment to the Clean Coalitions Contract; or
2. Not adopt the proposed recommendations and provide an alternative direction to staff.

NEXT STEPS

Upon approval, staff will route the 2nd Amendment agreement for signatures.

ATTACHMENTS

[Attachment A - DRAFT Resolution - Second Amendment - Clean Coalition](#)

[Attachment B - Original Clean Coalition CSA](#)

[Attachment C - DRAFT Second Amendment](#)

**TOWN OF MORAGA
TOWN COUNCIL**

RESOLUTION NO. xx-2026

**SECOND AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT WITH
NATURAL CAPITALISM SOLUTIONS, INC. DBA "CLEAN COALITION" OF SANTA
BARBARA, CA**

WHEREAS, on January 12, 2022, the Town Council of Moraga authorized the Town Manager to execute a consultant service agreement with Natural Capitalism Solutions, Inc. dba "Clean Coalition" for Town Facility Energy Generation Study (including Resiliency/Redundancy Generators in the event of a power outage) for \$60,000 with a 10% contingency of \$6,000 for a total not to exceed amount of \$66,000;

WHEREAS, on August 28, 2024, the Town Council of Moraga authorized the Town Manager to amend the consultant service agreement with Natural Capitalism Solutions, Inc. dba "Clean Coalition" for Town Facility Energy Generation Study for an additional \$75,000 with a 15% contingency of \$11,250 for a total contract amount not to exceed of \$152,250;

WHEREAS, Clean Coalition prepared the initial study and is most familiar with Moraga's facilities, has the appropriate expertise, and has experience preparing these PPA RFPs, and will provide construction oversight and certification; and

WHEREAS, the preparation of the PPA RFP is categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15306.

BE IT FURTHER RESOLVED, that the Town Council hereby approves and authorizes the Second Amendment to the Consultant Services Agreement, increasing the contract amount by \$30,000 for a total not to exceed of \$182,250 with Natural Capitalism Solutions, Inc. dba "Clean Coalition" of Santa Barbara, CA for the additional effort required to review RFP process for facilitating the installation of microgrid systems through a Power Purchase Agreement (PPA) solicitation from preparing a request for proposal through the award of an agreement.

BE IT FURTHER RESOLVED that the Town Manager is hereby authorized to execute the Second Amendment to the Agreement, with minor revisions that may be approved by the Town Manager and the Town Attorney, and to execute any other necessary documents to effectuate the terms of the Agreement and Second Amendment.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the 12th day of January 2022 by and between the TOWN OF MORAGA, hereinafter called the “Town”, and Natural Capitalism Solutions, Inc., dba Clean Coalition (“Clean Coalition”), hereinafter called the “Consultant.” Town and Consultant shall be sometimes collectively referred to as “Parties.”

Recitals

WHEREAS, Town desires to obtain engineering services in connection with planning, investigation, surveying, design, bidding, construction engineering, and any other related ancillary activities related to the Town Facility Energy Generation Study Project No. 21-109 and,

WHEREAS, Consultant hereby represents and warrants to the Town that Consultant is fully qualified to perform the services described in Section 2 of this Agreement by virtue of specialized experience and training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Town desires to retain Consultant pursuant to this Agreement to provide the services described in Section 2 of this Agreement.

Agreement

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Recitals. The Parties agree that the foregoing recitals are true and correct and are hereby incorporated as terms of the Agreement.
2. Scope of Services. Consultant shall perform the services set out in the “Scope of Work” attached hereto as Exhibit “A”.
3. Time of Performance. The services of Consultant are to commence no sooner than January 13, 2022 and, subject to Town Council approval, be completed not later than May 27, 2022. Consultant shall perform its services in accordance with the schedule in Exhibit “B.” Any changes to these dates in either this Section 3 or Exhibit “B” must be approved in writing by the Town of Moraga or its authorized representatives.
4. Compensation and Method of Payment.
 - A. Compensation. The compensation to be paid to Consultant, including both payment for professional services and reimbursable expenses, shall be at the rate and schedules attached hereto as Exhibit “C”. However, in no event shall the amount Town pays Consultant exceed Sixty-Six Thousand Dollars (\$66,000). Payment by Town under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to the Town at the time of payment.

B. Timing of Payment. Billing for said services shall be made at the conclusion of Fee Schedule milestones delineated in Exhibit C, and submittal of the records and any appropriate report. Town shall review Consultant's billing statements and pay Consultant for services rendered within 45 days of receipt of a complete billing statement that meets all requirements of this Agreement.

C. Changes in Compensation. Consultant will not undertake any work that will incur costs in excess of the amount set forth in Section 4(A) without prior written amendment to this Agreement.

D. Taxes. Consultant shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by Consultant.

E. No Overtime or Premium Pay. Consultant shall receive no premium or enhanced pay for work normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work performed during non-standard business hours, such as in the evenings or on weekends. Consultant shall not receive a premium or enhanced pay for work performed on a recognized holiday. Consultant shall not receive paid time off for days not worked, whether it be in the form of sick leave, administrative leave, or for any other form of absence.

F. Litigation Support. Consultant agrees to testify at Town's request if litigation is brought against Town in connection with Consultant's report. Unless the action is brought by Consultant or is based upon Consultant's negligence, Town will compensate Consultant for the preparation and the testimony at Consultant's standard hourly rates, if requested by Town and not part of the litigation brought by Town against Consultant.

5. Amendment to Scope of Services. Town shall have the right to amend the Scope of Services within the Agreement attached hereto as Exhibit A, by written notification to the Consultant. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Failure of the Consultant to secure Town's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate Town authorization.

6. Duties of Town. Town shall provide all information requested by Consultant that is reasonably necessary to performing the Scope of Services. Town retains all rights of approval and discretion with respect to assignment of any projects or undertakings contemplated by this Agreement.

7. Ownership of Documents. Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by the Consultant under the Agreement shall be vested in the Town, none of which shall be used in any

manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of the Town. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to the Town without restriction or limitations on their use. Consultant may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of Town during the term of this Agreement, unless required by law.

8. Employment of Other Consultants, Specialists or Experts. Consultant will not employ or otherwise incur an obligation to pay other consultants, specialists or experts for services in connection with this Agreement without the prior written approval of the Town. Any consultants, specialists or experts approved by Town are listed in Exhibit "D."

9. Conflict of Interest.

A. Town and Consultant will comply with the requirements of the Town's Conflict of Interest Code adopted pursuant to California Government Code §87300 et seq., the Political Reform Act (California Government Code §81000 et seq.), the regulations promulgated by the Fair Political Practices Commission (Title 2, §18110 et seq. of the California Code of Regulations), California Government Code §1090 et seq., and any other ethics laws applicable to the performance of the Services and/or this Agreement.

B. Consultant may not perform Services for any other person or entity that, pursuant to any applicable law or regulation, would result in a conflict of interest or would otherwise be prohibited with respect to Consultant's obligations pursuant to this Agreement. Consultant agrees to cooperate fully with Town and to provide any necessary and appropriate information requested by Town or any authorized representative concerning potential conflicts of interest or prohibitions concerning Consultant's obligations pursuant to this Agreement.

C. Consultant may not employ any Town official, officer or employee in the performance of the Services, nor may any official, officer or employee of Town have any financial interest in this Agreement that would violate California Government Code §1090 et seq. Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of Town. If Consultant was an employee, agent, appointee, or official of Town in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 et seq., the entire Agreement is void and Consultant will not be entitled to any compensation for Consultant's performance of the Services, including reimbursement of expenses, and Consultant will be required to reimburse Town for any sums paid to Consultant under this Agreement. Consultant understands that, in addition to the foregoing, penalties for violating Government Code §1090 may include criminal prosecution and disqualification from holding public office in the State of California.

D. Any violation by Consultant of the requirements of this provision will constitute a material breach of this Agreement, and the Town reserves all its rights and remedies at law and equity concerning any such violations.

10. Liability of Members and Employees of Town.

A. No member of the Town and no other officer, employee or agent of the Town shall be personally liable to Consultant or otherwise in the event of any default or breach of the Town, or for any amount which may become due to Consultant or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

11. Indemnity.

A. To the maximum extent permitted by law, Consultant shall, at its own expense, indemnify, defend with counsel acceptable to the Town, (which acceptance will not be unreasonably withheld), and hold harmless Town and its officers, officials, employees, agents and volunteers and the granting agency identified in the Grant Agreement (“Indemnitees”) from and against any and all liability, loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, attorney’s fees and costs and fees of litigation) (collectively, “Liability”) of every nature, whether actual, alleged or threatened, arising out of or in connection with the Services or Consultant’s failure to comply with any of the terms of this Agreement, regardless of any fault or alleged fault of the Indemnitees.

B. If Consultant is a “design professional,” as defined in California Civil Code Section 2782.8I, Consultant shall indemnify, defend, and hold the Indemnitees harmless against Liability only to the extent such Liability arises out of, pertains to, or relates to Consultant’s negligence, recklessness, or willful misconduct. In such an event, the cost to defend charged to Consultant shall not exceed Consultant’s proportionate percentage of fault.

C. The obligations in this Section 11 shall survive termination of this Agreement.

12. Consultant Not an Agent of Town. Consultant, its officers, employees and agents shall not have any power to bind or commit the Town to any decision.

13. Independent Contractor. Consultant and Town agree that the Consultant will perform the Services as an independent contractor and not as an employee or agent of the Town. Persons employed or utilized by Consultant in the performance of the Services will not be employees or agents of the Town and in the performance of the Consultant’s Services, Town shall have no control over the method or means of Consultant’s performance of the Services. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

14. Compliance with Laws.

A. General. Consultant shall use the standard of care in its profession to comply with all applicable federal, State and local laws, codes, ordinances and regulations. Consultant represents and warrants to Town that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to Town that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession.

B. Workers' Compensation. Consultant certifies that it is aware of the provisions of the California Labor Code which require every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Consultant certifies that it will comply with such provisions before commencing performance of this Agreement.

C. Prevailing Wage. Consultant and Consultant's sub-consultants, shall, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code, Part 7, Chapter 1, Article 2. Copies of the applicable wage determination are on file at the Town's Public Works Department office.

D. Injury and Illness Prevention Program. Consultant certifies that it is aware of and has complied with the provisions of California Labor Code Section 6401.7, which requires every employer to adopt a written injury and illness prevention program.

E. Town Not Responsible. The Town is not responsible or liable for Consultant's failure to comply with any and all of said requirements.

15. Confidential Information. All data, documents, discussions or other information developed or received by or for Consultant in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by Town, or as required by law.

16. Insurance.

A. Minimum Scope of Insurance. Consultant agrees to have and maintain, for the duration of this Agreement the following minimum levels of insurance coverage:

(1) Consultant agrees to have and maintain, for the duration of this Agreement, a General Liability insurance policy insuring it and its firm to an amount not less than \$1,000,000 (One Million Dollars) combined single limit per occurrence and in the aggregate for bodily injury, personal injury and property damage.

(2) Consultant agrees to have and maintain for the duration of this Agreement an Automobile Liability insurance policy insuring it and its staff to an amount not less than \$1,000,000 (One Million Dollars) combined single limit per accident for bodily injury and property damage.

(3) Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than \$1,000,000 (One Million Dollars) on a claims-made annual aggregate basis.

(4) A Workers' Compensation and Employers' Liability policy written in accordance with the laws of the State of California and providing coverage for any and all employees of Consultant:

(a) This policy shall provide coverage for Workers' Compensation (Coverage A).

(b) This policy shall also provide required coverage for Employers' Liability (Coverage B.)

(5) All of the following endorsements are required to be made a part of each of the required policies, except for the Professional Liability and Workers' Compensation and Employers' Liability policies, as stipulated below:

(a) "The Town of Moraga, its employees, officers, agents and volunteers are hereby added as additional insureds, but only as respects work done by, for, or on behalf of the named insured."

(b) "This policy shall be considered primary insurance as respects any other valid and collectible insurance the Town may possess, including any self-insured retention the Town may have, and any other insurance the Town does possess shall be considered excess insurance only and shall not contribute with it."

(c) "This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company."

(6) Consultant shall provide to the Town all certificates of insurance with original endorsements effecting coverage required by this paragraph. Certificates of such insurance shall be filed with the Town on or before commencement of performance of this Agreement. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

(7) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.

(8) Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

B. All Coverages. Each insurance policy required shall provide that coverage shall not be canceled, except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file with the Town Manager at all times during the term of this Agreement.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Town. At the Town's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

17. Assignment Prohibited. Neither the Town nor Consultant may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation hereunder shall be void and of no effect.

18. Termination of Agreement.

A. This Agreement and all obligations hereunder, except for those indemnity obligations set forth in Section 11, may be terminated at any time, with or without cause, by the Town upon 5 days' written notice to Consultant. Consultant may terminate this Agreement upon 30 days' written notice to Town.

B. If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, Town may terminate this Agreement immediately upon written notice.

C. Upon termination with or without cause, all finished and unfinished documents, project data and reports shall, at the option of the Town, become its sole property and shall, at Consultant's expense, be delivered to the Town or to any party it may so designate.

D. In the event termination is without cause, Consultant shall be entitled to any compensation owing to it hereunder up to the time of such termination, it being understood that any payments are full compensation for services rendered prior to the time of payment; provided, however, that Consultant shall be entitled to compensation for work in progress at the time of termination.

19. Suspension. The Town shall have the authority to suspend this Agreement and the services contemplated herein, wholly or in part, for such period as he/she deems necessary due to unfavorable conditions or to the failure on the part of the Consultant to perform any provision of this Agreement. Consultant will be paid for satisfactory Services performed through

the date of temporary suspension. In the event that Consultant's services hereunder are delayed for a period in excess of six (6) months due to causes beyond Consultant's reasonable control, Consultant's compensation shall be subject to renegotiation.

20. Amendment. This Agreement and all exhibits referenced herein constitutes the complete and exclusive statement of the agreement between Town and Consultant shall supersede any previous agreements, whether verbal or written, concerning the same subject matter. This Agreement may be amended or extended from time to time by written agreement of the parties hereto.

21. Interpretation. This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

22. Time of the Essence. Time is of the essence of this Agreement.

23. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth hereinbelow. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Town: Shawn Knapp, Public Works Director/Town Engineer
Town of Moraga
329 Rheem Blvd
Moraga, CA 94556

If to Consultant: Craig Lewis, Founder & Executive Director
Clean Coalition
1800 Garden Street
Santa Barbara, CA 93101

24. Consultant's Books and Records.

A. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to Town for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant.

B. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Town Attorney, Town Auditor, Town Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to Town for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

D. Town may, by written request by any of the above-named officers, require that custody of the records be given to Town and that the records and documents be maintained in the Town Manager's office. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

25. Equal Employment Opportunity. Consultant is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. Consultant will not discriminate against any employee or applicant for employment because of race, age, sex, creed, color, sexual orientation, marital status or national origin. Consultant will take affirmative action to ensure that applicants are treated during such employment without regard to race, age, sex, creed, color, sexual orientation, marital status or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant further agrees to post in conspicuous places, available to employees

and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

26. Town Not Obligated to Third Parties. Town shall not be obligated or liable for payment hereunder to any party other than the Consultant.

27. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

28. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

29. Exhibits. The following exhibits are attached to this Agreement and incorporated herein by this reference:

Exhibit A: Scope of Services

Exhibit B: Schedule

Exhibit C: Compensation

Exhibit D: Other Consultants, Specialists or Experts Employed by Consultant

30. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

31. News Releases/Interviews. All Consultant and subconsultant news releases, media interviews, testimony at hearings and public comment shall be prohibited unless expressly authorized by the Town.

32. Venue. In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Contra Costa, California.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement as of the date first above written.

TOWN OF MORAGA

CONSULTANT

By: Cynthia Battenberg

Cynthia Battenberg,
Town Manager

By: Craig Lewis

Name: Craig Lewis

Title: Executive Director

ATTEST:

By: Marty C. McInturf

Marty McInturf,
Town Clerk

Address: 1800 Garden St
Santa Barbara, CA 93101

Phone No: 650-796-2353

APPROVED AS TO FORM:

By: Michelle Marchetta Kenyon

For Michelle Marchetta Kenyon,
Town Attorney

FUNDING:

By: Annie To

Annie To,
Administrative Services Director

EXHIBIT A

Scope of Services

The purpose of this project is to obtain and analyze energy usage at each of the four Town properties, as follows: 1) 329 Rheem Boulevard (Town Hall offices); 2) 335 Rheem Boulevard (Corporation Yard/Town Council Chambers/Emergency Operations); 3) 2100 Donald Drive (Hacienda de las Flores Park); and 4) 1500 St. Mary's Road (Moraga Library) all within Moraga, CA 94556.

The Consultant will provide a detailed report analyzing the power needs for the four Town property addresses and proposing various alternatives for independent and emergency backup power generation to consider for each site.

The Consultants analyze, and report shall provide recommendations for backup or independent power generation based on considering the Town's program and project goals for climate change; current and future energy provider mix of renewal sources; sustainability; grant funding and rebates; financing; duration for planning, design, and construction; and affordability in order to enact consultant recommendations.

The Consultant will participate up to three public meetings providing the presentation material, presenting and answering questions. At least one public meeting is anticipated to be in front of the Town Council. The Town will be responsible for organizing any public meetings, including provisioning of venue.

The Town does not have a community center with independent or backup power generation for the public to gather during emergency or power outage events. Potential future locations to provide community-based services during an emergency event could be the Town's Library or the Hacienda park, but they currently do not have any independent or backup power generation. The Consultant shall evaluate each site's potential for independent or backup power generation along with above mentioned Town's program and project goals.

Attached by reference is the Town's Climate Action Plan (CAP). The Town will provide other documentation in their possession for the successful Consultant to consider in their analysis, including formal staff reports, energy billings, and facility reports. The Town will assist the Consultant in obtaining energy usage records from utility providers. The Consultant will need to obtain or generate any other testing, analysis, and documentations to complete their contract for this project independently.

The services to be performed by the consultant include, but are not limited to, those mentioned above and the following:

Conceptual Design Phase:

1. Study and model various cost and efficient use-based alternatives for the four Town properties as mentioned above. The Consultant shall consider traditional versus renewable energy sources, as an example, but not limited to Solar PV with Battery Backup for emergency use. The mentioning of Solar PV with Battery Backup is not meant to lead the Consultant in their independent analysis of alternatives, including renewables. It is up to the Consultant to determine the appropriate alternatives based on the factors mentioned above and the consultants' expertise.
2. Conceptual analysis and study multiple alternatives that at a minimum include:
 - a. Analyzing existing emergency backup power system.
 - b. Analyzing future emergency backup system loads based on Town established minimum criteria for rooms/facilities within the building to be powered during an outage. Assume at least two iterations of analysis.
 - c. Analyzing the option to provide alternatives renewable like Solar PV with Battery Backup for emergency use for both (i) existing load and (ii) future preferred load; and a preliminary estimate of costs for both options.
 - d. Future Backup power system conceptual design must include enough generation and storage capacity to supply uninterrupted power to critical loads for a minimum of any consecutive 5 days throughout the year, irrespective of seasonal limitations. Consultant will also analyze generation and storage scenarios that maintain the critical loads for at least any consecutive 30 days and 100% of the load for a minimum of any consecutive 5 days throughout the year. In the cases where critical loads are greater than normal loads, then the critical loads will serve as the 100% load for the purpose of this paragraph.
 - e. Analyzing the Power needs of the entire building is powered by renewable like Solar PV, tied to the grid, plus battery backup for future emergency use, and conceptual estimate of costs.
 - f. Preparing a Life Cycle Cost Analysis between using consultants determined alternatives (such as Solar PV as an example) and traditional grid-dependent power for each building, individually and combined as one system.

Reporting, Documents, and Presentation Phase:

3. Prepare a study report of the preferred alternatives. Submittals to Town shall be made in the form of a Draft Report, a Final Report, and presentations thereof. The Final Report must include three (3) bound reports and include reduced size (letter size) pages for plans and diagrams, and consultant's cost estimates for alternatives. Each submittal must also include electronic copies of all documents.
4. Establish and maintain a project schedule for consultant work meeting the specified Final Study Report date listed in this RFP.

5. Assume a minimum of two in-person site visits and five virtual status update meetings via web-based conferences (webcon) with Town staff to discuss the analysis, conceptual design, recommendations, alternatives, review comments, and coordinate issues. Prepare brief meeting minutes to confirm decisions made and action items to be done. The Town, at their discretion, may schedule the webcons utilizing its preferred platform, such as ZOOM video conferencing. Else, the Consultant will schedule the webcons via Google Meet. Subcontractor will coordinate with the Town for site visits at least one week in advance.

ATTACHMENTS by Reference:

A. Town Facility Energy Generation Study Project No. 21-109

CIP Project Description and Funding: Assess existing facilities, including 335 Rheem, 329 Rheem, Hacienda, and the library, and evaluate the power needs in cases of main power disruption. Evaluate applications for alternative power sources such as Solar, Battery backup, and other green energy sources. Provide alternatives, preliminary costs, and recommendations as a basis for grants and design. The Study and Study Contingency are budgeted at a maximum of \$66,000.

B. Climate Action Plan (CAP)

A Climate Action Task Force met over two years, and their work culminated in the creation of the Town's Climate Action Plan (CAP) (PDF), which was accepted by the Town Council as an advisory document in 2014. The CAP is Moraga's long-term plan to reduce greenhouse gas emissions from the daily activities of residents, local businesses, and municipal operations. It contains strategies related to energy efficiency, land use, transportation, water, wastewater, and solid waste management. The CAP is attached by reference and available for download at <https://www.moraga.ca.us/199/Climate-Action-Plan-CAP>

C. Request for Proposal to provide Town Facility Energy Generation Study Project No. 21-109

EXHIBIT B

Schedule of Performance

Time of Performance. The services of Consultant are to commence no sooner than **January 13, 2022** and, subject to Town Engineer approval, anticipated be completed by **May 27, 2022.**

Task	Target Completion Date	Town Staff Dependency
Task 1. Kick-off meeting: includes initial solar siting survey and grid analysis.	1/28	Yes
Task 2. Create anticipated load profiles: acquire and clean meter data, perform basic load data analysis.	2/10	Yes
Task 3. Optimize DER mix for each site: perform basic VOR123 analysis and initial solar, storage, and generator sizing.	2/18	
Task 4. Collect detailed site information via site walk (2/10): locate all existing meters, existing generation, EVCL, circuit panels; identify locations for solar, storage, EVCL, other DER; review and prioritize locations with Moraga staff; identify Tier 1 and Tier 2 loads; complete site layout and circuit flow diagram.	2/24	Yes
Task 5. Revise DER optimization for each site: update load profiles, perform SOCr analysis, perform final system sizing based on economics and Moraga input.	3/9	Yes
Task 6. Perform economic analysis based on viable ownership and financing options: includes calculating the VOR using VOR123 methodology.	3/9	Yes
Task 7. Prepare and deliver Draft and Final Feasibility Studies incorporating recommendations from Moraga staff, present finding and recommendations.	Draft #1 3/15; Draft #2 4/6; Present 4/12; Final 5/24; Present 5/27	Yes

EXHIBIT C

Compensation/Fee Schedule Attached

Consultant shall provide the proposed scope of services for a total fixed cost of \$60,000, including all expenses. In case necessary, the proposal includes a contingency of 10%. The Consultant shall submit invoices as delineated in *Table 1, Fee Schedule Summary* below for services and deliverables for this project.

Any additional work and resources that are outside the scope of services described in Exhibit A of the Agreement should be requested in writing from Moraga and will be billed in accordance with the personnel hourly rates as delineated in *Table 2, Key Personnel Hourly Rates*. These rates will stay in effect for the duration of the project.

Table 1: Fee Schedule Summary

TASK No.	TASK/MILESTONE NAME	ESTIMATED TASK/MILESTONE COST	PAYMENT DUE
1 & 2	Project Kickoff; Load Profiles Creation	\$10,000	Upon Completion of Tasks
3 & 4	Optimize DER Mix For Each CCF; Collect Detailed Site Information/Site Walk	\$20,000	Upon Completion of Tasks
5 & 6	DER Optimization; Project Feasibility & Economic Analysis	\$20,000	Upon Completion of Tasks
7	Final Report and Presentation	\$10,000	Upon Completion of Task
TOTAL PROPOSED PROJECT BUDGET		\$60,000	

Table 2: Key Personnel Hourly Rates

Organization	Key Personnel	Role	Hourly Rate
Clean Coalition	Craig Lewis	Executive project management oversight, project financial & contractual oversight, stakeholder facilitation	\$275
	Gregory Young	Project coordination, technical & economic analyses	\$150
	Wendy Boyle	Contract & administrative management, project management support	\$147
	Bob O'Hagan	Project engineering	\$150
HERWIT	Gregory Harris	Technical and economic analyses	\$215

EXHIBIT D

Other Consultants, Specialists or Experts Employed by Consultant

HERWIT Engineering

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

THIS SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT (“First Amendment”) is entered into as of April 8, 2026 (“Effective Date”), by and between the Town of Moraga, a public body corporate and politic (“Town”) and Natural Capitalism Solutions, Inc. dba Clean Coalition (“Consultant”).

RECITALS

WHEREAS, on January 12, 2022, Town and Consultant entered into that certain Consultant Services Agreement (“Agreement”) whereby Consultant agreed to provide engineering services in connection with planning, investigation, surveying, design, bidding, construction engineering, and any other related ancillary activities related to the Town Facility Energy Generation Study Project No. 21-109; and

WHEREAS, on August 28, 2024, Town and Consultant amended the Agreement by increasing the contract by \$75,000 for additional services relating to the preparation of a Power Purchase Agreement (PPA) Request for Proposal (RFP) to install microgrid energy systems at Town Facilities; and

WHEREAS, Town and Consultant desire to amend the agreement by increasing the contract amount by \$30,000 for additional services relating to the preparation of a Power Purchase Agreement (PPA) and Request for Proposal RFP to install a microgrid energy system at Town Facilities.

AGREEMENT

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Recitals. The Parties agree that the foregoing recitals are true and correct and are hereby incorporated as terms of the Agreement.

2. Section 2. Scope of Services. The Parties agree that the Scope of Services of the Agreement shall be amended by adding the additional services identified in Exhibit 1 to the scope of services to be provided by Consultant.

3. Section 3. Time of Performance. The Parties agree that Section 3, Time of Performance in the Agreement shall be deleted and replaced with the following:

“3. The services of Consultant are to commence no sooner than January 13, 2022, and, subject to Town Council approval, be completed not later than June 30, 2026. Consultant shall perform its services in accordance with the schedule in Exhibit 2. Any changes to these dates in either this Section 3 or Exhibit 1 must be approved in writing by the Town of Moraga or its authorized representatives.”

4. Section 4. Compensation and Method of Payment. The Parties agree that Section 4(A), Compensation shall be deleted and replaced with the following:

“4.A. Compensation. The compensation to be paid to Consultant, including both payment for professional services and reimbursable expenses, shall be at the rate and schedules attached hereto as Exhibit “3”. However, in no event shall the amount Town pays Consultant exceed One Hundred Eighty-Two Thousand Two Hundred Fifty Dollars (\$182,250). Payment by Town under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to the Town at the time of payment.”

5. Except as specifically modified by this Second Amendment, all other terms and conditions of the Agreement remain in full force and effect.

DRAFT

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by themselves or their duly authorized representatives as of the date first above written.

TOWN OF MORAGA

CONSULTANT

By: _____
Scott Mitnick,
Town Manager

By: _____

Name: _____

Title: _____

Address: _____

Phone No.: _____

ATTEST:

By: _____
Amy Heavener,
Town Clerk

APPROVED AS TO FORM:

By: _____
Michelle Marchetta Kenyon,
Town Attorney

FUNDING:

By: _____
Katie Bruner,
Administrative Services Director

Attachments:

- Exhibit 1 – Clean Coalition Proposal
- Exhibit 2 – Clean Coalition Schedule of Performance
- Exhibit 3 – Clean Coalition Rate Schedule

EXHIBIT 1
Clean Coalition Proposal

Additional work for the completion of the RFP stage:

1. extra efforts that are required in the RFP process, including: (\$20,000)
 - Work involved in coordinating, evaluating, and incorporating the parking lot and Library roof add alts into the RFP process.
 - Work involved in updating solar siting designs after electrical lines were discovered at the Library and Town Hall.
 - Work involved in updating the RFP and notifying proposers of additional solar siting locations after the Town decided to reconsider ground-based solar siting at all facilities.
 - Work involved in organizing and updating proposers on how to access the single-line and structural diagrams due to the Town's legal complications related to sharing these documents.
 - Work involved in organizing a second site walk and document viewing for proposers once the legal issues around sharing the single-line and structural diagrams were resolved.

2. for the extra efforts to review Moraga's proposed PPA contracts. (\$10,000)

EXHIBIT 2
Schedule of Performance

The services of Consultant are to commence no sooner than January 13, 2022, and, subject to Town Council approval, be completed not later than June 30, 2026.

DRAFT

EXHIBIT 3
Clean Coalition Rate Schedule

Table 1: Clean Coalition hourly rates

Consultant's Organizational Title	Hourly Rate
Executive Director	\$285
Director & Senior Engineer	\$195
Manager & Engineer	\$165
Associate	\$95
Intern	\$65

DRAFT



Meeting Date: April 8, 2026

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor and Councilmembers

From: Nate Levine, Interim Public Works Director/Town Engineer Katie Bruner, Administrative Services Director

Subject: Town Facilities Energy Reliability Project– Proposed Agreement, Recommended Financing, and Project Budget

RECOMMENDATION

Conduct the Public Hearing and adopt a Resolution:

1. Determining that the anticipated cost to the Town of the Town Facilities Energy Reliability Project is less than the projected energy utility costs to be consumed by the Town over the useful life of the project, as required by California Government Code Section 4217;
2. Authorizing the Town Manager to finalize and execute the proposed agreement with Excite Energy for the Town Facilities Energy Reliability Project, for a project cost of \$890,066, with a 10% contingency for a total not-to-exceed amount of \$979,073, including minor non-substantive revisions as approved by the Town Manager and Town Attorney;
3. Authorizing the Town Engineer to execute change orders within the contingency;
4. Authorizing a 0%, 20-year internal loan from the Palos Colorados Fund to the General Fund in an amount not to exceed \$675,000;
5. Appropriating an additional \$545,000 for CIP 23-108 (Town Facilities Energy Reliability) for a total project budget of \$1,740,000; and
6. Finding the proposed project is categorically exempt from CEQA pursuant to CEQA Guidelines Sections 15301 (Class 1 – Existing Facilities) and 15303 (Class 3-New Construction or Conversion of Small Structures).

BACKGROUND

The Town has been evaluating energy reliability improvements for key municipal facilities in response to repeated PG&E Public Safety Power Shutoff (PSPS) events and other outages, as well as the Town's need for improved backup power and continuity of operations.

On [March 11, 2026](#), the Town Council received a project update, reviewed project alternatives, and selected Option 3 – Generators + Solar as the preferred project direction for the Town Facilities Energy Reliability Project. Under that option, the Town will install new backup generators at Town Hall, the Corporation Yard, and the Library, along with solar improvements at Town Hall and the Library. Staff was directed to continue working with the selected vendor to refine the scope, schedule, and contract terms, and to return to the Town Council with a proposed agreement for consideration.

Since that meeting, staff has worked with Excite Energy to refine the proposed project scope, implementation approach, and contract terms. Staff has also continued to evaluate project financing options, including external and internal financing.

DISCUSSION

The purpose of this item is to conduct the public hearing required under California Government Code Section 4217, consider approval of the proposed agreement with Excite Energy for the Town Facilities Energy Reliability Project, and provide direction regarding the project financing approach.

Since the March 11, 2026, Town Council meeting, staff has worked with Excite Energy to refine the proposed agreement, confirm the project scope, and evaluate implementation and financing options for the Town's preferred project direction, Option 3 – Generators + Solar.

The proposed agreement (Attachment C) reflects the project scope that staff believes best balances resiliency, site compatibility, and financial performance. Compared to the broader microgrid concepts previously evaluated, this refined approach reduces project complexity while still addressing the Town's primary backup power needs and providing utility cost savings.

This item is also being presented under Government Code Section 4217, which allows the Town to enter into an energy service contract if the Town Council finds, at a duly noticed public hearing, that the anticipated cost of the project is less than the projected energy utility costs that would be consumed by the Town over the useful life of the project. The required public hearing is part of this agenda item.

Following the recent rain event on April 1, 2026, Town staff identified a roof leak at Town Hall and subsequently reviewed the available roof history. That review indicated that the Town Hall roof is older than previously understood, has exceeded its useful life, and will need to be replaced before the solar panels are installed. While estimates to repair the roof are being obtained, staff has conservatively estimated needing an additional \$75,000 for the roof replacement.

Financing Options

CIP 23-108 was authorized in the Town's Fiscal Year (FY) 2025-26 and FY 2026-27 Capital Budget, with a total project budget of \$1,195,000. Project funding sources include American

Rescue Plan Act (ARPA) funds, Measure J, Measure K, Government Impact Fees, and Public Education Government Access (PEG) funds. With the revised project scope no longer placing solar panels at Council Chambers, staff does not recommend using the \$130,000 in PEG funds authorized in FY 2025-26. This leaves \$1,065,000 in available project funding. With a revised total project cost of **\$1,740,000**, a financing gap of **\$675,000** remains.

Staff has evaluated both external financing and internal Town financing for the project. After discussions with several loan agents, current loan rates range from 4.5% to upwards of 6%, plus origination costs, and the process would add time, costs, and administrative complexity to project delivery. With an internal loan from the Palos Colorados Fund, Town Council would set the repayment terms. Alternatively, Town Council could choose to use General Fund Reserves or Palos Colorados Funds for this project and not issue an internal loan.

The table below compares the total cost and annual payment for a \$675,000 20-year loan. Staff assumes that the Federal Investment Tax Credit (FITC) Direct Pay the Town will receive, in the amount of \$148,494, will be used as an early loan payment.

	Internal Loan 0%	Internal Loan 2%	External Loan 5.65%
Loan Amount	\$675,000	\$675,000	\$675,000
Origination Costs	\$0	\$0	\$75,000 - \$100,000
Term	20 years	20 years	20 years
FITC Direct Pay	\$148,494	\$148,494	\$148,494
Annual Payment	\$26,325	\$43,053	\$58,850
Total Payments	\$675,000	\$861,054	\$1,176,990

Staff recommends an interest-free, 20-year internal Town loan from the Palos Colorados Fund to the General Fund for funding this project. The Palos Colorados Fund has an audited fund balance of \$2,785,733 as of June 30, 2025. Staff believes this approach provides the most practical path forward because it avoids unfavorable external borrowing terms, simplifies implementation, and allows the Town to move more efficiently toward construction. Additionally, an internal loan would be the payment of last resort, allowing staff to only finance the portion of the project costs that are actually incurred. An internal loan will also not reduce the Town's future bonding capacity should a need for debt issuance be identified in the future.

Loan terms and an amortization schedule for a 0%, 20-year internal loan is included as Attachment B.

Projected Savings

Government Code Section 4217 requires that the anticipated cost of the project is less than the projected energy utility costs that would be consumed by the Town over the useful life of the project. Projected project savings incorporate the cost of financing, energy costs, and operations and maintenance expenditures less annual project energy savings and the \$148,494 FITC the Town will receive for this project.

Total projected savings over a 20-year period are projected as follows for the following financing scenarios:

	Internal Loan 0%	Internal Loan 2%	External Loan 5.65%
20-Year Projected Savings	\$400,918	\$250,390	-\$65,546

FISCAL IMPACT

Staff recommends Council appropriate an additional \$545,000 for CIP 23-108 for a total project budget of \$1,740,000. The total project budget consists of:

- \$890,066 for the Excite Energy contract;
- \$375,000 for separate Town Hall parking lot work;
- \$125,000 in Town-incurred costs outside the Excite contract (e.g., tree trimming, project support, and other contract services). This total includes the Clean Coalition contract amendment that is being presented as a separate staff report on the 04/08/26 agenda;
- \$172,300 in staff and consultant costs expended to-date;
- \$102,634 for project contingencies;
- \$75,000 for 329 Rheem Roof Replacement.

Funding sources for CIP 23-108 include ARPA funds, Measure J, Measure K, Government Impact Fees, and PEG funds, as well as the recommended internal loan from the Palos Colorados Fund to the General Fund, as detailed in CIP Project page, Attachment D.

The Town currently has approximately \$880,000 in remaining CIP funding for this overall effort. Because the total project cost exceeds the currently available CIP budget, staff recommends funding the project through an internal Town loan from the Palos Colorados Fund to the General Fund of up to \$675,000. Under this approach, available CIP funds would be used for a portion of the overall project cost, with the remaining amount financed internally over a 15-year period. As shown in the loan terms, Attachment B, the Town's Federal ITC Direct Pay of \$148,494 would be used as part of the loan payment in year 2, with all other loan payments around \$26,325 per year.

In issuing a 20-year, interest free loan, the Town's General Fund would not receive approximately \$23,000 per year in interest, assuming a 3.5% interest rate.

CEQA COMPLIANCE

The proposed project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15301 (Class 1 – Existing Facilities), which applies to the repair, maintenance, and minor alteration of existing public facilities involving negligible or no expansion of use and Section 15303 (Class 3-New Construction or Conversion of Small Structures), which applies to the construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the Structure including but not limited to utility extensions and accessory structures. The project consists of improvements to existing Town facilities, including generator and related electrical upgrades and limited solar improvements. Staff has also determined that and Section 15303 (Class 3-New Construction or Conversion of Small Structures), which applies

to the construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the Structure including but not limited to utility extensions and accessory structures. The project consists of improvements to existing Town facilities, including generator and related electrical upgrades and limited solar improvements. Staff has also determined that none of the exceptions to categorical exemptions set forth in CEQA Guidelines Section 15300.2 apply.

ALTERNATIVES

1. Direct staff to return with additional analysis; or
2. Make revisions to the recommendations and provide direction to staff.

NEXT STEPS

Upon approval of the proposed Resolution, staff will:

1. Finalize and execute the agreement with Excite Energy.
2. Complete the internal loan and project funding setup.
3. Coordinate final project sequencing and schedule (Attachment E) with Excite Energy.
4. Complete remaining implementation tasks needed to move the project into construction.

ATTACHMENTS

[Attachment A - Draft Resolution - Energy Generation Project](#)
[Attachment B - Palos GF Loan Terms](#)
[Attachment C - Energy Solutions Draft Agreement](#)
[Attachment D - Revised CIP Project Sheet](#)
[Attachment E - Proposed Project Schedule](#)
[Addendum - Redlined Version of Original Staff Report](#)
[Addendum to Attachment A - Revised Draft Resolution](#)
[Addendum to Attachment B - Revised Palos GF Loan Terms](#)
[Addendum to Attachment C - Draft Agreement](#)
[Addendum to Attachment D - Revised CIP Project Sheet](#)
[Addendum - Public Comment Received](#)

**TOWN OF MORAGA
TOWN COUNCIL**

RESOLUTION NO. xx-2026

**DETERMINING THE ANTICIPATED COST TO THE TOWN OF IS LESS THAN THE PROJECTED ENERGY UTILITY COSTS CONSUMED BY THE TOWN OVER THE USEFUL LIFE OF THE TOWN FACILITIES ENERGY RELIABILITY PROJECT;
AUTHORIZING THE TOWN MANAGER TO FINALIZE AND EXECUTE AN AGREEMENT WITH EXCITE ENERGY; AUTHORIZING A LOAN FROM THE PALOS COLORADOS FUND TO THE GENERAL FUND AND AUTHORIZING INCREASED APPROPRIATIONS FOR CIP 23-108, TOWN FACILITIES ENERGY RELIABILITY;
AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTIONS 15301 AND 15030**

WHEREAS, on March 11, 2026, the Town Council received a project update, reviewed project alternatives, and selected Option 3 – Generators + Solar as the preferred project direction for the Town Facilities Energy Reliability Project. Under that option, the Town would install new backup generators at Town Hall, the Corporation Yard, and the Library, along with solar improvements at Town Hall and the Library. Staff was directed to continue working with the selected vendor to refine the scope, schedule, and contract terms, and to return to the Town Council with a proposed agreement for consideration;

WHEREAS, since the March 11, 2026, Town Council meeting, staff has worked with Excite Energy to refine the proposed agreement, confirm the project scope, and evaluate implementation and financing options for the Town’s preferred project direction;

WHEREAS, CIP 23-108 was authorized with a project budget of \$1,195,000 in the FY 2025-26 and FY 2026-27 Capital Improvement Budget;

WHEREAS, the revised project scope of work estimates the total project cost to be \$1,641,311;

WHEREAS, staff has identified a funding gap of \$586,311;

WHEREAS, staff has evaluated both external and internal financing for the project and recommends a 0% interest, 15-year internal loan from the Palos Colorados Fund to the General Fund;

WHEREAS, as of June 30, 2025, the Palos Colorados Fund has an audited fund balance of \$2,785,733;

WHEREAS, The Town Council of Moraga held a public hearing on April 8, 2026, as required by California Government Code Section 4217, et. seq.;

WHEREAS, California Government Code Section 4217, et. seq., authorizes the Town Council to enter into an Energy Services Contract for the implementation of energy related improvements if the Council finds that it is in the best interest of the Town to enter into such Energy Service Contract and that the anticipated cost to the Town for thermal or electrical energy or conservation services provided by Excite Energy under the contract will be less than the anticipated marginal cost to the City/County of thermal, electrical, or other energy that would have been consumed by the City/County in absent of those purchases; and

WHEREAS, the proposed Energy Service Contract by and between the town and Excite Energy for the implementation of certain energy measures whose cost to the Town such for thermal or electrical energy or conservation services provided under the Energy Service Contract will be less than the anticipated marginal cost to the Town of thermal, electrical, or other energy that would have been consumed by the Town absent of the implementation of the improvements under the Energy Service Contract.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Moraga, hereby makes the following findings and determinations:

1. Determines the anticipated cost to the Town for the Town Facilities Energy Reliability project will be less than the anticipated marginal cost to the Town thermal, electrical or other energy that would have been consumed by the Town over the useful life of the project in the absence of such project, as required by California Government Code Section 4217 et seq.
2. That it is in the Town's best interest to authorize the Town Manager to finalize and execute the proposed agreement with Excite Energy for the Town Facilities Energy Reliability Project pursuant to Government Code Section 4217, et. seq., for a project cost of \$890,066, with a 10% contingency for a total not-to-exceed amount of \$979,073, including minor non-substantive revisions as approved by the Town Manager and Town Attorney.
3. Authorize the Town Engineer to execute change orders within the contingency.
4. The proposed project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15301 (Class 1 – Existing Facilities), which applies to the repair, maintenance, and minor alteration of existing public facilities involving negligible or no expansion of use and Section 15303 (Class 3-New Construction or Conversion of Small Structures), which applies to the construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the Structure including but not limited to utility extensions and accessory structures. The project consists of improvements to existing Town facilities, including generator and related electrical upgrades and limited solar improvements. None of the exceptions to categorical exemptions set forth in CEQA Guidelines Section 15300.2 apply.

5. Authorize a 0%, 15-year internal loan from the Palos Colorados Fund to the General Fund in an amount not to exceed \$600,000, with terms as outlined in Exhibit A to this resolution.
6. Authorize appropriating an additional \$446,311 for CIP 23-108 (Town Facilities Energy Reliability) for a total project budget of \$1,641,311.
7. The Town Manager or their designee is authorized and directed to take all actions necessary and proper to implement this resolution.

Terms to the Palos Colorados Fund Loan to the General Fund for CIP 23-108: Town Facilities Energy Reliability

Length of Loan	15 years
1st Payment due	June 30, 2028
Rate	Fixed 0%
Amount	<p>Not to Exceed \$600,000</p> <p>Should the amount of the project funding needed be less than \$600,000, the Palos Colorados Fund will loan the General Fund the actual amount of the project, including soft costs such as staff time.</p>
Distribution of Loan Funds	Funds will be distributed as expenses occur, as tracked and accounted for in the Town's financial system using the same process for all Capital Projects.
Payments	<p>Payments shall be made annually, each June 30th.</p> <p>The first payment shall be made on June 30, 2027</p> <p>Loan payments will be transferred by Finance staff from the General Fund into the Palos Colorados Fund</p> <p>The Federal Investment Tax Credit (FITC) shall be applied as payment to the loan upon receipt</p> <p>Annual payments are expected to be \$30,000, based on the amortization schedule shown below.</p>

Year	Interest	Principal	Total Payment	Loan Balance
1	\$0	\$31,506	\$31,506	\$568,494
2	\$0	\$178,494	\$178,494	\$390,000
3	\$0	\$30,000	\$30,000	\$360,000
4	\$0	\$30,000	\$30,000	\$330,000
5	\$0	\$30,000	\$30,000	\$300,000
6	\$0	\$30,000	\$30,000	\$270,000
7	\$0	\$30,000	\$30,000	\$240,000
8	\$0	\$30,000	\$30,000	\$210,000
9	\$0	\$30,000	\$30,000	\$180,000
10	\$0	\$30,000	\$30,000	\$150,000
11	\$0	\$30,000	\$30,000	\$120,000
12	\$0	\$30,000	\$30,000	\$90,000
13	\$0	\$30,000	\$30,000	\$60,000
14	\$0	\$30,000	\$30,000	\$30,000
15	\$0	\$30,000	\$30,000	\$0

ENERGY SOLUTIONS MASTER AGREEMENT

by and between

Town of Moraga
a California municipal corporation

and

SolarNorcal, LLC
(d/b/a Excite Energy)
5174 Hillsdale Cir.
El Dorado Hills, CA 95762

4/08/2026

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Exhibits:

Exhibit A	Definitions
Exhibit B	Certifications
Exhibit B-1	Drug-Free Workplace / Tobacco-Free Environment Certification
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Exhibit C	Work Orders
Exhibit D	Insurance
Exhibit E	Certificate of Substantial / Final Completion and Acceptance
Exhibit F	Notice to Proceed

Energy Solutions Master Agreement

This Facility Solutions Agreement (“**Agreement**”), dated as of _____, 2026, (“**Effective Date**”), is by and between [•], a California municipal corporation (the “**Town**”) and SolarNorcal, LLC, a California limited liability company d/b/a Excite Energy, CSLB #1018541 (the “**Contractor**”). The Town and Contractor may each be referred to herein as a “**Party**” and collectively as the “**Parties**.”

Recitals

Whereas, Town desires to reduce energy consumption and operational expenses through the installation of energy conservation and energy generation technologies (“**System**”);

Whereas, California Government Code § 4217.10 et seq. authorizes Counties to enter into agreements, contracts and related documents with private sector entities for developing energy generation and conservation projects upon Town’s finding that the anticipated costs for such services provided under this Agreement, together with any financing costs, will be less than the anticipated marginal energy costs to Town;

Whereas, Town has assigned specific areas on Town properties (each, a “**Site**”) on which the solar and energy conservation measures (each one, a “**System**”) will be constructed;

Whereas, Town desires to engage Contractor to install energy efficiency upgrades, design, supply and install selected and listed scope of work at each Site; and

Whereas, Contractor desires to provide such turnkey upgrades, design, supply and installation services, all in accordance with the terms and conditions set forth in this Agreement.

Now Therefore, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this Agreement shall have the respective meanings set forth in **Exhibit A**; (b) the singular shall include the plural and vice versa; (c) the word “including” shall mean “including, without limitation,” (d) references to “Sections” and “Exhibits” shall be to sections and exhibits of this Agreement; (e) the words “herein,” “hereof” and “hereunder” shall refer to this Agreement as a whole and not to any particular section or subsection; and (f) references to this Agreement shall include a reference to all attached Exhibits, as the same may be amended, modified, supplemented or replaced from time to time.

2. Contractor Certifications. This Agreement includes each of the certifications and declarations identified on **Exhibit B**, each of which shall be attached as an exhibit hereto and each of which must be completed by Contractor prior to commencement of the work on the Systems.

3. General.

3.1 Scope of Work

(a) Contractor shall furnish to Town turnkey energy efficiency upgrades and the engineering, design, permitting, procurement, construction management, installation, construction, monitoring, and commissioning of energy generation systems (each one a “**System**”) installed at various sites (collectively, the upgrades and Systems shall be referred to as the “**Project**”).

(b) Operations and maintenance are not a part of this Agreement. Town shall enter into a separate contract for operations and maintenance.

(c) Project will be executed by individual Work Orders for each Project that are independently executed and attached in **Exhibit C** (“**Work**”).

(d) Work shall be performed in accordance with this Agreement, including the Exhibits attached hereto.

3.2 Contract Price. Subject to adjustments and/or the issuance of additional of Work Orders as set forth in this Agreement, Contractor agrees to perform the Work for the price as defined in each Work Order (“**Work Order Price**”) as detailed in **Exhibit C**. The total value of the Contract is the summation of the Work Order Prices, as updated from time to time (“**Contract Price**”). Payment of the Contract Price shall be made in compliance with the process described in **Exhibit C**.

3.3 Protective Measures.

(a) Contractor shall be responsible for all injury or damage to individuals or property that may occur as a result of its fault or negligence, or that of its Subcontractors, in connection with the performance of the Work, subject to the limitation of liability contained in Section 7.5.

(b) Contractor shall take all reasonably necessary precautions for the safety of its employees and any and all other individuals present on the Site where the System is located and prevent accidents or injury to individuals on, about, or adjacent to the premises where the Work is being performed.

(c) Contractor shall keep the relevant part of the Site where the System is located and surrounding areas free from accumulation of waste materials or rubbish caused by the Work, and at the end of each Day that the Contractor performs the Work, Contractor shall remove any debris, store such debris in containers at its sole expense, and leave the Site in a clean and orderly condition. Upon Final Completion, Contractor shall remove from the relevant part of the Site where the System is located all waste materials, rubbish, debris, debris containers, tools, Equipment, machinery and surplus materials from the Site and leave the Site in a clean and orderly condition.

3.4 Prevailing Wage.

(a) **California Labor Code.** Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5, including (without limitation) the payment of the general prevailing per diem wage rates for public work projects in excess of \$1,000. In addition, Contractor and each Subcontractor shall comply

with Chapter 1 of Division 2, Part 7 of the California Labor Code, commencing with Section 1720, and including Sections 1735, 1777.5 and 1777.6 forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or Subcontractor.

(b) Certified Payroll Records. This Project is subject to the requirements of Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. Contractor and all subcontractors must furnish certified payroll records to the Department of Industrial Relations' Compliance Monitoring Unit at least monthly, or within ten Business Days of any separate request by the Compliance Monitoring Unit, in the manner required by the Compliance Monitoring Unit.

(c) Payment Withholding. Pursuant to 8 CCR 16463(e), the Town may withhold contract payments when payroll records are delinquent or inadequate or as required by the Labor Commissioner. The amount withheld shall be limited to those payments due or estimated to be due to the Contractor or Subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the Contractor or Subcontractor whose payroll records are delinquent or inadequate; provided that the Contractor shall be required in turn to cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured the delinquency or deficiency.

(d) Site Access.

(i) Contractor shall provide site access to Town personnel upon request.

(ii) Construction staging areas, storage areas, access, parking, Site use, etc. must be approved and acceptable to Town at all times. Site access and use will be limited. At no times shall public roads or sidewalks be blocked.

(iii) Driveways and Entrances: Contractor shall keep driveways, entrances, and fire access roads clear and available to Town, Town's employees, and emergency vehicles. Contractor shall not use these areas for parking or storage of materials.

(iv) Contractor shall schedule deliveries to minimize use of driveways and entrances.

(v) Contractor shall schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

(vi) Parking: Designated Contractor parking areas will be assigned. All vehicles should be locked as the Town cannot guarantee observation of Contractor or public vehicles.

(vii) Contractor shall confine operations on the Site to areas indicated in the Contract Documents and as directed by Town. Portions of the Site beyond areas on which Work is indicated are not to be disturbed. Contractor shall conform to Site rules and regulations affecting the Work while engaged in project construction.

(e) Prevailing Wage Notice. On each job site that is subject to compliance monitoring and enforcement by the Department of Industrial Relations, the Contractor shall post at appropriate, conspicuous, weatherproof points at the site the Notice of Projects Subject

to Requirements of Subchapter provided in Title 8, section 16451(d) of the California Code of Regulations.

3.5 Employment of Apprentices

(a) Contractor and all subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices.

(b) Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

(c) Knowing violations of Labor Code section 1777.5 will result in forfeiture not to exceed one hundred dollars (\$100.00) for each calendar day of non-compliance pursuant to Labor Code section 1777.7.

(d) The responsibility for compliance with this Article shall rest upon the Contractor.

3.6 Site Conditions.

(a) Contractor has conducted a full and complete visual inspection of each Site, including (a) the readily apparent surface conditions of any areas where a System will be installed in or on the ground, including areas where utilities are located such as manhole covers, pull boxes, marked underground service areas, etc., (b) all staging, storage, delivery, and other areas necessary to perform the Work, (c) ingress to and egress from each Site for all supplies, personnel and Equipment, and (d) all as-built drawings, Site layout, easement and other documentation provided by Town to Contractor, and (e). extent of the Work, locality, actual conditions, as built conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the design and the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto, and (f) has considered the physical conditions at or contiguous to the sites or otherwise that may affect the cost, progress, performance or furnishing of the Work, as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of Contract Documents.

(b) If any conditions exist, arise, or are discovered at the Sites that differ materially from those conditions known to Contractor or that should have reasonably been known to Contractor based on the inspections set forth in this Section, including without limitation, conditions related to Hazardous Materials or archeological findings, soils conditions, ground water, rock, caving, or subsurface obstructions of which Contractor was not aware on the date of this Agreement or could not reasonably be expected to anticipate based on the inspection described above, and such conditions involve the incurrence by Contractor of any material expenses to correct or accommodate such conditions (hereinafter, “**Unanticipated Condition**”), Contractor shall submit a request for a Change Order to Town. Town and Contractor may mutually agree to modify the Work to offset the Change Order request to comply with Town budget limits.

3.7 Labor. Contractor shall be responsible for all Contractor labor-related delays or disruption of the progress of the Work. Contractor shall promptly take any and all reasonable steps that may be available in connection with the resolution of violations of collective

bargaining agreements or labor jurisdictional disputes. Contractor shall advise Town promptly in writing of any actual or threatened labor dispute of which Contractor has knowledge that might materially affect the performance of the Work by Contractor or by any of its Subcontractors. Notwithstanding the foregoing, (a) the settlement of strikes, walkouts, lockouts or other labor disputes shall be at the discretion of the Party having the difficulty, (b) a labor-related delay shall not give rise to a change in the Construction Schedule unless such delay constitutes a Force Majeure Event under paragraph (c) of the definition thereof, and (c) in no event will labor-related delays or difficulties give rise to additional payments to Contractor.

3.8 Insurance.

(a) Contractor and Town, at their own expense, shall procure or cause to be procured and maintain or cause to be maintained in full force and effect at all times commencing no later than commencement of the Work at the Site and until Final Completion, all insurance coverage specified in **Exhibit D**.

(b) Town and any lenders to the Town shall be added as additional insureds under the commercial general liability, automobile liability and umbrella/ excess liability insurance procured and maintained by Contractor in connection with the Work. Contractor shall not add Town or any lender as additional insureds under its worker's compensation insurance policy.

(c) Each Party shall furnish current certificates indicating that the insurance required under this Agreement is being maintained. Each Party's certificate shall contain a provision whereby the insurer agrees to give the other Party 30 Calendar days (or ten Calendar days in the event of failure to pay premiums) written notice before the insurance is cancelled.

3.9 Performance of the Work.

(a) Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. Town will deal only through Contractor, who shall be responsible for the proper execution of the entire Work.

(b) Contractor agrees to use, and agrees that it shall require each of its Subcontractors to use, only personnel who are qualified and properly trained and who possess every license, permit, registration, certificate or other approval required by Applicable Law or any Governmental Authority to enable such Persons to perform their Work involving any part of Contractor's obligations under this Agreement.

(c) Contractor agrees that all materials and Equipment to be supplied or used by Contractor or its Subcontractors in the performance of its obligations under this Agreement shall be new (if being incorporated into the System) or in good operating condition (if not being incorporated into the System) and fit for the use(s) for which they are employed by Contractor or its Subcontractors. Such materials and Equipment shall at all times be maintained, inspected and operated pursuant to Industry Standards and as required by Applicable Law. Contractor further agrees that all licenses, permits, registrations and certificates or other approvals required by Applicable Law or any Governmental Authority will be procured and maintained for such materials and Equipment at all times during the use of the same by Contractor or its Subcontractors in the performance of any of Contractor's obligations under this Agreement.

3.10 Hazardous Materials.

(a) Contractor hereby specifically agrees to indemnify, defend and hold Town, their present and future Board members, administrators, employees, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including, but not limited to, all reasonable consulting, engineering, attorneys' or other professional fees), that they may incur or suffer by reason of:

(i) any release of a Hazardous Material brought on to the Site by Contractor, or any pre-existing Hazardous Materials that, through Contractor's negligence, are released or disturbed at the Site;

(ii) any enforcement or compliance proceeding commenced by or in the name of any Governmental Authority because of an alleged, threatened or actual violation of any Applicable Law by Contractor; and

(iii) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law by Contractor.

(b) Town hereby specifically agrees to indemnify, defend and hold Contractor, its present and future direct or indirect parents, subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including, but not limited to, all reasonable consulting, engineering, attorneys' or other professional fees), that they may incur or suffer by reason of:

(i) any release of a Hazardous Material brought on to the Site by Town, Town Representative, or Third Party and any pre-existing Hazardous Material except pre-existing Hazardous Material released or disturbed at the Site through Town's negligence;

(ii) any enforcement or compliance proceeding commenced by or in the name of any Governmental Authority because of an alleged, threatened or actual violation of any Applicable Law by Town or Town Representative; and

(iii) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law by Town or Town Representative.

3.11 Suspension of the Work.

(a) If Contractor does not receive payment of any undisputed invoices submitted in accordance with Section 4.2, Contractor shall have the right, upon not less than 15 Business days written notice, to suspend the Work under this Agreement. Contractor shall be entitled to compensation for all undisputed amounts under this Agreement. If Town issues full payment of the undisputed invoice within 15 Business days of written notice of intention to suspend, the notice of intention to suspend shall have no further force or effect and Contractor shall continue to perform the services hereunder as if the notice of intention to suspend had not been given. In the event of any such suspension, Contractor shall be entitled to request (i) an extension of the deadlines of this Agreement for the same period of the suspension, and (ii) the reimbursement of the additional costs and expenses, if any, reasonably incurred and substantiated

by Contractor (provided Contractor undertakes reasonable efforts to mitigate such costs and expenses) in protecting, securing or insuring the Work, the delay resulting from such suspension, and in resumption of the Work. If a suspension of the Work under this Section continues for more than two months, Contractor shall be entitled to, at its sole discretion, terminate this Agreement.

(b) Town may suspend the Work temporarily at its discretion. In the event of any such suspension, Contractor shall be entitled to request (i) an extension of the deadlines of this Agreement for the same period of the suspension, and (ii) the reimbursement of the additional costs and expenses, if any, reasonably incurred and substantiated by Contractor (provided Contractor undertakes reasonable efforts to mitigate such costs and expenses) in protecting, securing or insuring the Work, the delay resulting from such suspension, and in resumption of the Work. If a suspension of the Work under this Section 3 continues for more than six months, Contractor shall be entitled, at its sole discretion, to terminate this Agreement.

(c) In the event that the Work is totally or partially suspended, and such delay falls under the definition of an Excusable Delay, then the deadlines of this Agreement will be extended for the same period of the suspension, or for such other period that the Parties deem reasonable in view of the circumstances, Town notwithstanding the occurrence or continuation of any Force Majeure Event, the provisions of this Section shall apply.

(d) After the resumption of the performance of the Work, Contractor shall, after due notice to Town, examine the Work affected by the suspension. Contractor shall make good any defect, deterioration or loss of the construction or the Work affected that may have occurred during the suspension period. Costs properly incurred by Contractor (including but not limited to demobilization and mobilization costs, insurance fees, and repair cost) shall be added to the Work Order Price, so long as the suspension did not arise due to any act, omission or default on the part of Contractor.

3.12 Taxes. The Work Order Price includes (and Contractor assumes exclusive liability for and shall pay before delinquency) all federal, state or local sales, use, value added, excise and other taxes, charges or contributions imposed on, or with respect to all Equipment and Contractor's services contemplated by this Agreement, provided that Town shall pay and have exclusive liability with respect to any taxes payable with respect to Town's income. Contractor shall hold harmless, indemnify and defend Town, together with any and all its governing board, administrators, agents and employees from any liability, penalty, interest and expense by reason of Contractor's failure to pay such taxes, charges or contributions. Town Liens. Contractor warrants good title, free and clear of all liens, claims, charges, security interests, and encumbrances whatsoever, to all Equipment and other items furnished by it or any of its Subcontractors that become part of the System to the extent payment therefore has been received by Contractor from Town.

3.13 Compliance with Applicable Laws. Contractor specifically agrees that it shall at all times fully comply with Applicable Laws and that it shall perform the Work in accordance with the Applicable Laws.

3.14 Energy Credits. Town recognizes that the designer/contractor under this project may be eligible for a tax deduction for energy efficient commercial buildings under §179D of the Internal Revenue Code. Town agrees and recognizes that Contractor will be the designer of this project for purposes of the §179D deduction. Town shall cooperate with Contractor in completing the paperwork and certifications necessary to allow Contractor to claim any §179D or

other energy efficient commercial buildings tax deduction” provided credits cannot be used by or benefit Town.

3.15 Performance & Payment Bonds. Contractor shall submit a Performance Bond and Labor and Payment Bond in accordance with Town requirements.

3.16 Title; Risk of Loss.

(a) From Effective Date and until the date of Substantial Completion for the Work subject to the applicable Work Order, Contractor assumes risk of loss and full responsibility for the cost of replacing or repairing any damage to the System and all damages to and defects in materials, Equipment, supplies and maintenance equipment (including temporary materials, equipment and supplies) that are purchased by Contractor for permanent installation in or for use during construction of the System.

(b) Town shall bear the risk of loss and full responsibility with respect of the System from and after the date of Final Completion of the Work subject to the Work Order.

(c) Notwithstanding anything herein to the contrary, Town shall bear the risk of loss and full responsibility for the cost of replacing or repairing any damage to that portion of the System applicable to the Work Order and all materials, Equipment, supplies and maintenance equipment (including temporary materials, equipment and supplies) that are purchased by Contractor or Town for permanent installation in or for use during construction of the System to the extent caused by the negligent, grossly negligent or willful acts of Town or its agents, employees or representatives.

(d) Title to all materials, Equipment, supplies and maintenance equipment required by this Agreement, to be purchased by Contractor for permanent installation as part of the System or for ownership by Town in the operation of that portion of the System subject to the particular Work Order shall pass to the Town upon the achievement of Final Completion of the Work required by that Work Order.

4. Price and Payment.

4.1 Contract Price.

(a) The total compensation payable by Town under this Agreement, including all Work Orders, Change Orders, and any other compensation, shall **not exceed \$890,066** (“Contract Not-to-Exceed Amount”), unless amended in writing and approved by Town. Any Changes to the System or Work above and beyond code requirements and Industry Standards requested by the Town shall be resolved through a Change Order to this Agreement.

(b) The Work Order Price for each executed Work Order shall be a lump sum fixed price for the scope proposed in that Work Order and shall include all expenses to be incurred by Contractor, including, but not limited to, equipment and materials, erection, construction, commissioning, travel and lodging expenses, applicable permits (other than Town Permits), services, supplies, labor, appurtenances, fees, charges, and taxes related to Contractor’s performance of its obligations under this Agreement.

(c) No Work shall begin, and Town shall have no obligation to pay for any Work, unless and until a Work Order has been fully executed by both Parties.

(d) Each Work Order shall describe, at a minimum: the applicable site or facility, the scope of Work, the Work Order Price, the payment schedule and/or milestone schedule, the time for performance, and any site-specific exhibits, plans, specifications, assumptions, or other requirements.

(e) Any Changes to the System or Work above and beyond code requirements and Industry Standards requested by Town shall be resolved through a Change Order to this Agreement.

(f) If applicable and approved by Town, any additional Work not otherwise specified in the applicable Work Order or Exhibit C shall be resolved through a Change Order to this Agreement. Town and Contractor may mutually agree to reduce portions of the Work to offset the Change Order request to comply with Town budget limits.

(g) The Work Order Price shall only be changed by a Change Order approved by Contractor and Town.

(h) The aggregate amount of all approved Work Orders and Change Orders issued under this Agreement shall remain within the Contract Not-to-Exceed Amount unless Town approves an amendment increasing that amount.

4.2 Payment.

(a) Town shall pay Contractor the progress payments set forth in the applicable executed Work Order and/or Exhibit C, if attached to and incorporated into that Work Order, when Contractor has completed the Work associated with such payment. Contractor shall submit supporting documentation at the time of invoicing for the related progress payment.

(b) If Exhibit C is not attached to this Agreement at execution, the Parties acknowledge that the payment schedule for each site or phase of Work shall be set forth in the applicable Work Order or in an Exhibit C attached to that Work Order. Town shall have no payment obligation for any site or phase of Work until the corresponding Work Order is executed.

(c) Payments of invoices for California Energy Commission (“CEC”) funded Work Orders shall be made within twenty (20) Business Days after Town receives payment from the CEC for the invoiced Work. Notwithstanding the immediately preceding sentence, payments for all other Work Orders shall be made by Town within twenty (20) Business Days of receipt of Contractor’s invoice. Invoices shall include any partial or final lien releases from Contractor, together with such supporting documentation confirming completion of the Work for which payment is sought as Town may reasonably request. Town shall notify Contractor of any missing documentation within five (5) Business Days of receipt of invoice.

(d) Town shall reasonably cooperate with Contractor in connection with submission of documentation required for CEC reimbursement. If the CEC delays payment to Town for longer than thirty (30) Business Days, or modifies the requirements for reimbursement, the Parties shall negotiate in good faith to develop a solution acceptable to both Parties.

(e) Town may withhold or, on account of subsequently discovered evidence, nullify and require repayment of the whole or part of any payment to the extent necessary to protect Town from loss, including costs and actual attorneys’ fees, on account of:

- (i) any breach of this Agreement by Contractor;
- (ii) claims filed or reasonable evidence indicating probable filing of claims;

- (iii) failure of Contractor to make payments properly to its Subcontractors or for material, labor, or fringe benefits;
- (iv) a reasonable doubt that the Work to be completed as a condition to a payment has properly been completed;
- (v) penalties assessed against Town for failure of Contractor to comply with state, federal, or local laws and regulations; or
- (vi) any other ground for withholding payment allowed by state or federal law, or as otherwise provided in this Agreement.

When the above matters are rectified, such amounts as then due and owing shall be paid or credited to Contractor.

(f) For any non-Contractor-caused delay or suspension lasting longer than one hundred eighty (180) Calendar Days, a fair and equitable solution shall be negotiated in good faith between Town and Contractor for any demonstrated additional costs required as a result of such delay or suspension.

5. Commencement and Completion.

5.1 Commencement and Substantial Completion.

(a) Contractor shall perform the Work as soon as practicable following the receipt of Town Notice to Proceed, which notice shall be substantially in the form attached hereto as Exhibit F or such other form as the Town and Contract may mutually agree.

(b) Town shall provide access to the sites to complete the Work.

(c) The Contractor shall achieve Substantial Completion as set forth in Work Order. Contractor may claim a justified extension of the Substantial Completion Date if it is or will be delayed in completing the Work for one or more of the following causes:

- (i)** Unanticipated Conditions which directly affect the Project Milestones;
- (ii)** Changes in the design, scope, or schedule of the Project required by the Town;
- (iii)** Breach of this Agreement by Town;
- (iv)** Suspension of the Work for more than 180 Days; or
- (v)** a Force Majeure Event.

(d) Except to the extent that Substantial Completion requires utility upgrades (which may include but are not limited to transformer upgrades) be made by a person other than Contractor or a Subcontractor, and provided that Contractor has completed all work to be completed prior to completion of such upgrades, the following are conditions precedent to Substantial Completion:

- (i)** the System is mechanically, electrically, and structurally constructed in accordance with the requirements of this Agreement, the Work and Industry Standards, except for non-critical punchlist items that do not affect operations;

(ii) the electrical infrastructure and the grid connection for the System is mechanically, electrically and functionally complete and capable of interconnection with the local utility;

(iii) Town and Contractor shall have agreed on the punchlist items. For clarity purposes, the punchlist shall include final as-built drawings, operation and maintenance manuals, operation and maintenance training, permission to operate by local utility, Performance Test, and final lien waivers; and

(iv) all necessary documents have been submitted to the local public utility and all Work has been completed to the extent necessary for the local utility to issue a permission to operate.

(e) When Contractor believes it has achieved Substantial Completion, Contractor shall provide notice to Town containing sufficient detail to enable Town to determine that Contractor has complied fully with the requirements of Section 5.1(d). Within ten Business days after receipt of such notice, Town shall either issue to Contractor the Certificate of Substantial Completion in a form similar to **Exhibit E**, or, if reasonable cause exists for doing so, advise Contractor by notice (stating the reasons therefore) that Substantial Completion has not been achieved. In the event Town determines that Substantial Completion has not been achieved in accordance with the conditions precedent in Section 5.1(d), Contractor shall promptly take such action or perform such Work as is required to achieve Substantial Completion and shall thereupon issue to Town another notice as set forth above. This procedure shall be repeated until such time as Town has acknowledged Substantial Completion subject to Section 5.1(f).

(f) All punchlist items shall be completed no later than 60 Business Days after Substantial Completion Date unless otherwise delayed by the local utility. Failure of Contractor to fulfill this obligation shall entitle Town to complete the pending works on its own. Town shall issue final payment to Contractor minus the cost to complete remaining or incomplete punchlist items.

(g) Any dispute between Town and Contractor with respect to the projected achievement of Substantial Completion as contemplated by this Section 5.1 shall be resolved in accordance with Section 8.5.

5.2 Final Completion.

(a) Final Completion of the System shall be deemed to have occurred only if:

(i) all punchlist items contemplated in Section 5.1(d)(iii) have been completed or waived;

(ii) all manuals, drawings and other documents expressly required to be delivered by Contractor hereunder have been delivered to Town;

(iii) on-site operation and maintenance training as required has occurred;

(iv) all final Lien waivers have been obtained;

(v) a Certificate of Final Completion in a form similar to **Exhibit E** is duly signed and recorded by Town's Representative and the Contractor's Representative; and

(vi) local utility has provided a permission to operate.

(b) Upon Final Completion, Contractor shall submit to Town a Certificate of Final Completion in a form similar to **Exhibit E** certifying that all of the foregoing conditions have been satisfied. Town shall, within ten Business Days after the receipt by Town of such written certificate, shall execute an acknowledgment of such certificate if Contractor has achieved Final Completion or provide written notice of Contractor's failure to achieve Final Completion. Contractor shall promptly take such action or perform such Work as is required to achieve Final Completion and shall thereupon issue to Town another notice as set forth above. This procedure shall be repeated until such time as Town has acknowledged Final Completion.

(c) Any dispute between Town and Contractor with respect to the projected achievement of Final Completion as contemplated by this Section 5.2 shall be resolved in accordance with Section 8.5.

5.3 Inspection. All Work performed by Contractor and all Equipment shall be subject to inspection by Town, but such right of inspection of the Work or Equipment shall not relieve Contractor of responsibility for the proper performance of the Work or Equipment to the extent provided under this Agreement. Contractor shall provide to Town or Town's designee access to Contractor's facility or facilities where the Work is being performed during business hours, and subject to compliance with Site safety rules and policies. Town shall ensure that the inspections do not affect the normal performance of this Agreement unless Work is not in compliance with this Agreement.

6. Representations and Warranties

6.1 Representations and Warranties of Contractor. Contractor represents and warrants to Town that:

(a) Contractor is a California limited liability company, duly organized, validly existing, and in good standing under the laws of the State of California, and has full power to engage in the business it presently conducts and contemplates conducting, and is and will be duly licensed or qualified and in good standing under the laws of the State of California and in each other jurisdiction wherein the nature of the business transacted by it makes such licensing or qualification necessary and where the failure to be licensed or qualified would have a material adverse effect on its ability to perform its obligations hereunder.

(b) Contractor has (either directly or through a Subcontractor) all the required authority, ability, skills, experience and capacity necessary to perform and shall diligently perform the Work in a timely and professional manner, utilizing sound procurement principles, project management procedures, construction procedures and supervisory procedures, all in accordance with Industry Standards. Contractor has (either directly or through a Subcontractor) the experience and skills necessary to determine, and Contractor has reasonably determined, that Contractor can perform the Work for the Work Order Price.

(c) The execution, delivery and performance by Contractor of this Agreement will not (i) violate or conflict with any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected, or its organizational

documents or (ii) subject the System or any component part thereof to any lien other than as contemplated or permitted by this Agreement.

(d) There are no undisclosed actions, suits, proceedings, patent or license infringements or investigations pending or, to Contractor's knowledge, threatened against it before any court or arbitrator that individually or in the aggregate could result in any materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of Contractor or in any impairment of its ability to perform its obligations under this Agreement.

(e) All goods, services, equipment, parts, and materials furnished in connection with the Work related to the System are new, unused and undamaged at the time of delivery to the Site.

(f) The individual executing this Agreement on behalf of Contractor is duly authorized to execute and deliver this Agreement on behalf of Contractor and this Agreement is binding upon Contractor in accordance with its terms.

(g) Contractor Not Employee of Town: It is understood and agreed that in no instance is any party, signing this Contract for or on behalf of Town or acting as an employee or representative of Town, liable on this Contract, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Town is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

(h) Contractor shall provide all services under this Agreement without discrimination, and shall not discriminate against any employee or applicant for employment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor will comply with Section 1735 of the Labor Code and all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's Committee on Equal Opportunity created thereby. Contractor shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).

(i) The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

(j) Pursuant to Government Code Section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of Town or as part of any audit of Town for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.

(k) Contractor warrants that all labor, installation, and other work performed under this Agreement shall be performed in a good and workmanlike manner, in accordance with applicable industry standards and the requirements of this Agreement, and shall be free from defects for a period of one (1) year following the Town's final acceptance of the work. Upon notice by the Town of any defective or nonconforming work within the warranty period, Contractor shall promptly, and at no additional cost to the Town, repair or correct such work.

(l) Contractor shall also provide to the Town all applicable manufacturer and supplier warranties for equipment and materials furnished under this Agreement, including but not limited to solar panels, inverters, generators, controls, and related components. Contractor shall assign or otherwise make such warranties fully available to the Town at project

closeout and shall reasonably assist the Town, during the one-year Contractor warranty period, in enforcing manufacturer warranty claims for equipment installed as part of the work.

(m) The Contractor's one-year workmanship warranty is separate from, and in addition to, any manufacturer warranties. Contractor's warranty obligations shall not apply to damage caused by misuse, improper operation by persons other than Contractor, neglect, vandalism, Acts of God, or ordinary wear and tear.

(n) Contractor shall include all warranty documents, contacts, and claim procedures in the project closeout materials.

6.2 Representations and Warranties of Town. Town represents and warrants to Contractor that:

(a) Town is a California municipal corporation incorporated or otherwise formed and existing under the laws of the State of California, and has full legal capacity and standing to pursue its purpose (including the Town to dispose of and encumber all of its assets) and full power to engage in the business it presently conducts and contemplates conducting.

(b) The execution, delivery and performance by Town of this Agreement will not (i) violate or conflict with any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected, or its organizational documents or (ii) subject the System or any component part thereof or the Site or any portion thereof to any lien other than as contemplated or permitted by this Agreement.

(c) There are no undisclosed actions, suits, proceedings, patent or license infringements or investigations pending or, to Town's knowledge, threatened against it before any court or arbitrator that individually or in the aggregate could result in any materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of Town or in any impairment of its ability to perform its obligations under this Agreement.

(d) Town will exercise commercially reasonable efforts to procure funding for the Project within 365 Calendar days of the Effective Date.

(e) Town has proof of funds, to the satisfaction of the Contractor, that are necessary from time to time to pay Contractor the Work Order Price in accordance with the terms of this Agreement.

(f) The individual executing this Agreement on behalf of Town is duly authorized to execute and deliver this Agreement on behalf of Town and this Agreement is binding upon Town in accordance with its terms.

7. Breach and Termination.

7.1 Termination by Town for Cause.

(a) Contractor agrees that Town shall be entitled to terminate this Agreement for cause upon the occurrence of any of the following circumstances:

(i) Except as otherwise permitted under this Agreement, Contractor abandons the entire Work for more than 90 Calendar days or fails to commence the Work within 180 Calendar days after receiving the Notice to Proceed, and after expiration of said period fails to commence or continue performance of the Work within ten Business days of Contractor's written notice from Town to commence or continue performance of the Work;

(ii) Contractor commits a material breach of this Agreement, and Contractor does not commence the cure of said breach and thereafter diligent pursuant to completion the cure of said breach, within 30 Calendar days following Contractor's receipt of written notice thereof from Town, or

(iii) Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency, or it becomes the subject of any proceeding commenced under any federal or state insolvency statute or law for the relief of debtors.

(b) Upon the occurrence of any of the foregoing, Town may instruct Contractor to discontinue all or any part of the Work, and Contractor shall thereupon discontinue the Work of such parts thereof. Town shall thereupon have the right to continue and complete the Work or any part thereof, by contract or otherwise. Town shall pay Contractor for all services properly performed up to and including the date of termination.

7.2 Termination by Town for Convenience.

(a) Contractor agrees that Town shall be entitled to terminate this Agreement for Convenience upon the occurrence of any of the following circumstances:

(i) Upon exercising commercially reasonable efforts, Town shall be entitled to terminate this Agreement if it is unable to procure funding for the Project within 365 Calendar days of the Effective Date.

(ii) If any covenant, condition or restriction upon the Site prohibits the installation of the System at the Site, Town has the right to terminate this Agreement.

(iii) For unanticipated site conditions that are beyond the contemplation of the parties that create any additional costs to Town.

(b) Upon the occurrence of any of the foregoing, Town may instruct Contractor to discontinue all or any part of the Work, and Contractor shall thereupon discontinue the Work of such parts thereof. Town shall also pay Contractor for all services rendered up to and including the date of termination; plus all costs incurred with respect to equipment or materials ordered (which order cannot be refunded, terminated or such costs otherwise recovered by Contractor) prior to the date of termination; plus, if applicable, amounts payable to Subcontractors arising from costs or expenses reasonably incurred by such Subcontractor and directly resulting from such termination; plus, if applicable, costs incurred by Contractor in demobilizing its work force from Site; plus all engineering and development cost incurred by Contractor prior to the Effective Date.

7.3 Termination by Contractor.

(a) Contractor may terminate this Agreement, for any of the following causes:

(i) If Town makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency, or it becomes the subject of any proceeding commenced under any federal or state insolvency statute or law for the relief of debtors.

(ii) If Town fails to make any payment to Contractor hereunder when due and defined in Section 4, which failure remains uncured for 30 Calendar days following Town's receipt of written notice thereof from Contractor, the Town shall be in breach and

Contractor shall have all rights and remedies that may be available under Applicable Law against Town with respect thereto, including without limitation the right to suspend performance of the Work or terminate this Agreement as set forth in this Agreement.

(iii) Town shall reimburse Contractor for all services rendered up to and including the date of termination; plus all costs incurred with respect to equipment or materials ordered (which order cannot be refunded, terminated or such costs otherwise recovered by Contractor) prior to the date of termination; plus, if applicable, amounts payable to Subcontractors arising from costs or expenses reasonably incurred by such Subcontractor and directly resulting from such termination; plus, if applicable, costs incurred by Contractor in demobilizing its work force from Site; plus all engineering and development cost incurred by Contractor prior to the Effective Date.

7.4 Indemnity.

(a) Contractor shall indemnify, defend (upon the request of Town) and hold harmless Town and Town's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of Town Counsel and counsel retained by Town, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "**Claims**"), that arise out of or are in any way connected with the performance of this Contract by Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors, or authorized representatives, except where caused by the sole negligence, active negligence or willful misconduct of Town. Without limiting the generality of the foregoing, the same shall include injury, or death to any person or persons, damage to any property, regardless of where located, including the property of Town, and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Contract on behalf of Contractor by any person or entity. Notwithstanding the foregoing, the indemnification obligations of Contractor set forth in this Section shall not apply when the claim of infringement arises from a particular design, process or product of a particular manufacturer or manufacturers that Contractor is directed by Town to use in connection with the Contract Documents, unless the Contractor has reason to believe there is an infringement of such intellectual property right.

(b) Town shall fully indemnify, save harmless and defend Contractor and its successors, assigns, officers, directors, members, managers, employees, agents, affiliates and partners in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any person (other than Affiliates of Contractor or Subcontractors) arising from or relating to this Agreement, but only to the extent caused by (i) the negligence, gross negligence or willful misconduct of Town or its agents or employees or others under Town's control or (ii) a breach by Town of its obligations hereunder.

(c) TownTown

(d) Each Party shall indemnify, defend and hold the other Party, and its present and future governing board members, administrators, direct and indirect parents, subsidiaries and Affiliates and their directors, officers, shareholders, employees, agents and representatives harmless from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, damages, costs or expenses (including attorneys' fees and disbursements) of any kind whatsoever arising from (a) actual or alleged infringement or misappropriation by such

Party (or in the case of Contractor, any Subcontractor) of any patent, copyright, trade secret, trademark, service mark, trade name, or other intellectual property right in connection with the System, including without limitation, any deliverable, (b) such Party's (and in the case of Contractor, any Subcontractor's) violation of any third-party license to use intellectual property in connection with the Work, including, without limitation, any deliverable.

(e) If any claim is brought against a Party (the "Indemnified Party") that gives rise to a potential indemnity claim under this Section, then the Indemnified Party shall give written notice of said claim to the other Party (the "Indemnifying Party"). Upon receipt of written notice of the claim, the Indemnifying Party shall be entitled to participate in, and, unless in the opinion of counsel for the Indemnifying Party a conflict of interest between the Parties may exist with respect to such claim, assume the defense of such claim, with counsel reasonably acceptable to the Indemnified Party. Where the Indemnifying Party has elected not to assume the defense of a claim that gives rise to a potential indemnity claim under this Section, the Indemnifying Party shall reimburse the Indemnified Party for its reasonable and necessary defense expenses to the extent said claim is adjudged to be covered under the indemnity obligations. Even if the Indemnifying Party assumes the defense of the Indemnified Party with acceptable counsel, the Indemnified Party, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the Indemnifying Party of any of its obligations hereunder.

7.5 Limitations of Liability.

(a) **No Consequential Damages.** IN NO CIRCUMSTANCES SHALL THE CONTRACTOR OR TOWN OR ANY OF THEIR RESPECTIVE OFFICERS, MEMBERS OR EMPLOYEES BE LIABLE FOR PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS OR REVENUES OR THE LOSS OF USE OF SUCH PROFITS OR REVENUE, LOSS BY REASON OF PLANT SHUTDOWN OR INABILITY TO OPERATE AT RATED CAPATOWN, COSTS OF REPLACEMENT POWER OR CAPITAL, DEBT SERVICE FEES OR PENALTIES, INVENTORY OR USE CHARGES, DAMAGES TO REPUTATION, DAMAGES FOR LOST OPPORTUNITIES, REGARDLESS OF WHETHER SAID CLAIM IS BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS ON PARTIES' LIABILITY FOR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES IN THIS SECTION SHALL NOT APPLY TO THE PARTIES' RESPECTIVE INDEMNITY OBLIGATIONS AS SET FORTH IN THIS AGREEMENT FOR SUCH DAMAGES WHEN SUCH DAMAGES ARE SOUGHT BY THIRD PARTIES.

(b) **Maximum Liability.** Except for indemnity obligations described in this Agreement, whether an action or claim is based on warranty, contract, tort, or otherwise, under no circumstance shall (i) Town's total liability arising out of or related to this Agreement exceed 100% of the Contract Price. Similarly, except for indemnity obligations described in this Agreement, whether an action or claim is based on warranty, contract, tort, or otherwise, under no circumstance shall Contractor's total liability arising out of or related to this Agreement exceed 100% of the Contract Price.

8. Miscellaneous.

8.1 Representatives.

(a) **Town Representative.** Town designates, and Contractor agrees to accept the Town Engineer or their designee, as Town Representative for all matters relating to Contractor's performance of the Work. The actions taken by Town Representative regarding such performance shall be deemed the acts of Town and shall be fully binding for Town. Town may, upon written notice to Contractor, pursuant to Section 8.6 hereof, change the designated Town Representative.

(b) **Contractor Representative.** Contractor designates, and Town agrees to accept, Kecia Davison as Contractor Representative for all matters relating to Contractor's performance under this Agreement. The actions taken by Contractor Representative shall be deemed the acts of Contractor and shall be fully binding for Contractor. Contractor may, upon written approval of Town, such approval shall not be unreasonably approved pursuant to Section 8.6 hereof, change the designated Contractor Representative.

(c) **Power of Representatives.** The Parties shall vest their Representatives with sufficient powers to enable them to assume the obligations and exercise the rights of Contractor or Town, as applicable, under this Agreement.

(d) **Notices to Representative.** Notwithstanding Sections 8.1(a) and 8.1(b), all amendments, Change Orders, notices and other communications between Contractor and Town contemplated herein shall be delivered in writing and otherwise in accordance with Section 8.6.

8.2 Ownership of Plans, Data, Reports and Material.

(a) Subject to Sections 8.2(b), Contract Documents developed by Contractor under this Agreement shall become the property of Town when prepared and shall be delivered to Town upon completion of the Work; provided that nothing in the foregoing shall impair, alter or otherwise affect Contractor's proprietary rights in its patents, products or other intellectual property.

(b) Any additional inventions or intellectual property created during performance of this Agreement shall be owned by Contractor.

(c) Contractor further agrees to grant and hereby grants to Town an revocable, non-exclusive, royalty-free license under all patents, copyrights and other proprietary information of Contractor related to the Work now or hereafter owned or controlled by Contractor to the extent reasonably necessary for the operation, maintenance or repair of the System or any subsystem or component thereof designed, specified, or constructed by Contractor under this Agreement. No other license in such patents and proprietary information is granted pursuant to this Agreement.

8.3 Governing Law. The formation, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of any Dispute that is not resolved pursuant to Section 8.5, the Parties hereto agree to submit to the jurisdiction of any court of competent jurisdiction within Contra Costa County, California and shall comply with all requirements necessary to give such court jurisdiction.

8.4 Force Majeure. Contractor shall promptly notify Town in writing of any delay or anticipated delay in Contractor’s performance of this Agreement due to a Force Majeure Event, and the reason for and anticipated length of the delay. Contractor shall deliver such notice as soon as reasonably practicable, but in any event within 48 hours of Contractor’s becoming aware of such delay. Contractor shall be excused for any delays or defaults in the performance of its obligations under this Agreement that are the result of a Force Majeure Event. Contractor shall be entitled to a reasonable extension of time for delays due to a Force Majeure Event.

8.5 Dispute Resolution.

(a) Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Article is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Article shall be construed to be consistent with said statutes.

(b) In the event that any question, dispute, difference or claim arises out of or in connection with this Agreement, including any question regarding its existence, validity, performance or termination (a “**Dispute**”), which either Party has notified to the other, senior management personnel from both Contractor and Town shall meet and diligently attempt in good faith to resolve the Dispute for a period of 30 Calendar days following one Party’s written request to the other Party for such a meeting.

(c) Town

(d) If the Dispute remains unresolved, a Party may require that a non-binding mediation take place with a mediator mutually chosen by Town and Contractor. If Town and Contractor are unable to agree on a mediator, then either may request that the American Arbitration Association (the “AAA”) to appoint a mediator. The mediator’s fee and expenses shall be paid one-half by Town, and one-half by Contractor.

8.6 Notices and Demands. Any notice, request, demand or other communication required or permitted under this Agreement, shall be deemed to be properly given by the sender and received by the addressee if made in writing (a) the same day if personally delivered; (b) three Business days after deposit in the mail if mailed by certified or registered air mail, post prepaid, with a return receipt requested; or (c) the same day if sent by facsimile or electronic mail with confirmation. Mailed notices, facsimile notices or electronic notices shall be addressed as follows to:

Town: Town of
Moraga
Name: Public
Works
Attention:
Address:
Phone:
Email:

Contractor:
Name: SolarNorcal, LLC
Attention: Heath Kirin
Address: 5174 Hillside Cir.
El Dorado Hills, CA 95762
Phone:
E-mail: heath@exciteenergy.com

8.7 Public Records Act Disclosure. Contractor has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, and provided to Town may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et seq.). Exceptions to public disclosure may be those documents or other information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Contractor informs Town of such trade secret. The Town will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. Town shall provide Contractor five Business days written notice if Town intends to disclose any information which Contractor has identified as trade secret, and provide Contractor ten Business days to take steps to oppose such disclosure.

8.8 Time of Essence. Time is expressly agreed to be of the essence of this Agreement and each, every and all of the terms, conditions and provisions herein.

8.9 Validity. The provisions contained in each section, subsection and clause of this Agreement shall be enforceable independently of each of the others and their validity shall not be affected if any of the others are invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid. The Parties shall, if necessary, negotiate in good faith and make any necessary amendments to ensure the enforceable terms of this Agreement reflect the true intent of the Parties as of the date of execution of this Agreement.

8.10 Binding Effect. This Agreement shall be binding on the Parties hereto and on their respective permitted successors, heirs and assigns.

8.11 Modifications. No oral or written amendment or modification of this Agreement by any administrator, Board member, officer, agent or employee of Contractor or Town, either before or after execution of this Agreement, shall be of any force or effect unless such amendment or modification is in writing and is signed by any duly authorized representative of both Parties to be bound thereby.

8.12 Headings. The headings in this Agreement are for convenience of reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

8.13 Counterparts; Signature Pages. This Agreement may be executed in counterparts which, taken together, shall constitute a single instrument. Facsimile and other electronically transmitted signature pages shall be effective to bind a Party to this Agreement.

8.14 Announcements and Publications. Contractor shall receive written approval from the Town with respect to, and provide advance copies to Town for review of, the text of any proposed announcements or publications that include any non-public information concerning the Work prior to the dissemination thereof to the public or to any Person other than Subcontractors or advisors of Contractor, in each case, who agree to keep such information confidential. If Town delivers written notice to Contractor rejecting any such proposed announcement or publication within ten Business Days after receiving such advance copies, the Contractor shall not make such public announcement or publication; provided, however, that Contractor may disseminate or release such information in response to requirements of Governmental Authority.

8.15 Complete Agreement. This Agreement together with the Exhibits hereto completely and exclusively states the agreement of the Parties regarding its subject matter and its terms govern, all prior proposals, agreements, or other communications between the Parties, oral or written, regarding such subject matter. No oral agreement or conversation with any officer or employee of either Party or any or all prior proposals shall affect or modify any of the terms and conditions of this Agreement. This Agreement shall not be modified except by written amendment signed on behalf of the Town and Contractor by their duly authorized representatives. Any purported oral amendment to the Agreement shall have no effect.

8.16 No Agency. This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

8.17 Priority of Documents. In the event of conflicting provisions between any of the Contract Documents, the provisions shall govern in the following priority: first, duly executed amendments to this Agreement (to the extent not superseded by a subsequent amendment); second, this Agreement; third, Work Order in **Exhibit C**, and fourth, the other Contract Documents.

8.18 Assignment. No Party shall be entitled to assign or subcontract this Agreement or any of its rights or obligations under this Agreement, nor shall it enter into any transaction as a result of which it may transfer, assign, charge or dispose by any title of any of those rights and obligations, without the prior written consent of the other Party, which shall not be unreasonably withheld, provided that Contractor may subcontract that portion of the Work to Subcontractors. Notwithstanding the foregoing, (i) without the consent of the Contractor, Town shall be entitled to assign its right, title and interest in and to this Agreement (and, in particular, any rights arising in relation to any insurance policy and any other right to collect any amount from Contractor) to any lenders by way of security for the performance of obligations to such lenders; (ii) without consent of the Town, Contractor shall be entitled to assign its right, obligation, title and interest in and to this Agreement in connection with a merger or acquisition of Contractor; and (iii) without consent of Town, Contractor shall be entitled to assign its right, obligation, title and interest in and to this Agreement to an Affiliate of the Contractor.

8.19 No Waiver. Either Party's failure to enforce any provision of this Agreement or the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.

[Signatures on following page]

In Witness Whereof, the Parties hereto have duly executed and delivered this Agreement as of the date set forth above.

SolarNorcal, LLC

By: _____

Name: _____

Title: _____

CSLB #1018541

Town of Moraga

By: _____

Name: _____

Title: _____

Exhibit A
Definitions

“**Affiliate**” of a specified Person means any Person that directly or indirectly through one or more intermediaries’ controls, is controlled by, or is under common control with, such specified Person. As used in this definition of Affiliate, the term “control” of a specified Person including, with correlative meanings, the terms, “controlled by” and “under common control with,” means (a) the ownership, directly or indirectly, of 50% or more of the equity interest in a Person or (b) the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

“**Agreement**” shall have the meaning set forth in the preamble.

“**Applicable Law**” shall mean, with respect to any Governmental Authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, injunction, registration, license, permit, authorization, guideline, governmental approval, consent or requirement of such Governmental Authority, as construed from time to time by any Governmental Authority.

“**Applicable Permits**” means those permits identified as the responsibility of Contractor as determined in Exhibit C.

“**Authority Having Jurisdiction**” or “**AHJ**” means those local, state, or federal entities having regulatory authority over a specific aspect of the Project, such as building officials, Department of State Architecture, and fire departments.

“**Business Day**” means Mondays to Fridays, except such days on which banks are permitted or required to close in California.

“**Certificate of Substantial Completion**” shall mean a document in similar form to **Exhibit E**.

“**Certificate of Final Completion**” shall mean a document in similar form to **Exhibit E**.

“**Change**” shall mean any addition to, deletion from, suspension of, or other modification to the quality, function, or intent of the Work, including without limitation any such addition, deletion, suspension, or other modification that effects a change in the scope of the Work. An “Unanticipated Condition” as defined in Section 3.5 hereof, experienced by Contractor during the course of the Work is included within the definition of “Change.”

“**Change Order**” shall mean a written document signed by Town and Contractor to adjust the Work Order Price or Construction Schedule as a result of a Change issued after execution of this Agreement.

“**Commencement of Work**” shall mean the commencement of Work for each Work Order.

“**Construction Schedule**” shall mean the schedule for implementation of the Work as determined by the Contractor to meet the Project Milestones as set forth on Exhibit C.

“**Construction Documents**” shall mean construction documents prepared by Contractor and approved by Town.

“**Contract Documents**” shall mean this Agreement and Exhibits hereto, and drawings, specifications, plans, calculations, models and designs that are part of this Agreement and the Construction Documents prepared by Contractor and approved by Town.

“**Contractor**” shall have the meaning set forth in the preamble.

“**Contractor Representative**” shall mean the individual designated by the Contractor in accordance with Section 8.1(b).

“**Day**” means calendar day unless it is specified that it means a “Business Day.”

“**Dispute**” shall have the meaning set forth in Section 8.5(a).

“**Town**” shall have the meaning set forth in the Preamble to this Agreement.

“**Town Permits**” means those permits identified as the responsibility of Town in Exhibit C.

“**Town’s Representative**” shall mean the individual designated by Town in accordance with Section 8.1(a).

“**Dollar**” and “**\$**” shall mean the lawful currency of the United States of America.

“**Effective Date**” shall mean the date first set forth in the preamble.

“**Environmental Attributes**” means all environmental and other attributes that differentiate the System or the energy generated by fossil-fuel based generation units, fuels or resources, characteristics of the System that may result in the avoidance of environmental impacts on air, soil or water, such as the absence of emission of any oxides of nitrogen, sulfur or carbon or of mercury, or other gas or chemical, soot, particulate matter or other substances attributable to the System or the compliance of the System or the energy output with the law, rules and standards of the United Nations Framework Convention on Climate Change (the “UNFCCC”) or the Kyoto Protocol to the UNFCCC or crediting “early action” with a view thereto, or laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency or successor administrator or any state or federal entity given jurisdiction over a program involving transferability of Environmental Attributes and Reporting Rights.

“**Environmental Incentives**” means all rights, credits (including tax credits), grants, rebates, benefits, reductions, offsets and allowances and entitlements of any kind, howsoever entitled or named (including carbon credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like arising from the Environmental Attributes of the System on each Site or the energy output or otherwise from the development, construction, installation or ownership of the System on each Site or the production, sale, purchase, consumption or use of the energy output from each Site. Without limiting the foregoing, “Environmental Incentives” includes green tags, renewable energy credits, grants, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentive programs offered by the State of California and the right to claim federal income tax credits under Section 45 or 48 of the Code as such credits are available arising from the Environmental Attributes of the system on each Site or the energy output or otherwise from the development, construction, installation or ownership of the System on each Site or the production, sale, purchase, consumption or use of the energy output from each Site.

“Equipment” shall mean (a) all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto that are required for prudent design, construction or operation of the System in accordance with Industry Standards and (b) all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto described in, required by, reasonably inferable from or incidental to the Work or the Contract Documents.

“Excusable Delay” shall mean a Delay not reasonably within Contractor’s control that materially interferes with Contractor’s ability to achieve the Commercial Operation Date for any System in accordance with the Project Schedule, and to the extent that such Delay adversely affects the Work such that the performance of the Work is prevented or delayed, Contractor shall be entitled to an adjustment in the Construction Schedule and deadlines of this Agreement. For purposes of this Agreement, an Excusable Delay shall include any of the following events:

- (a) an act or failure to act of, or other delay caused by, or negligence of, Town or its agents or employees;
- (b) changes in the design, scope or schedule of the Project unilaterally required by the Town;
- (c) the suspension of Work in whole or in part by Town;
- (d) labor disputes, fire, vandalism, delay in manufacturing and deliveries;
- (e) adverse weather conditions not reasonably anticipated and in excess of 150% of the normal weather (*e.g.*, rain, snow, sleet) for the local geographic area for the past ten years as measured in a given month;
- (f) unforeseen conditions at any Site, including discovery or existence of Hazardous Substances;
- (g) the occurrence of a Force Majeure, or other unavoidable casualties or other causes beyond Contractor’s control;
- (h) the failure to obtain any Utility Interconnection Agreement, permission to operate, Applicable Permit, CEQA/NEPA approval or approval of a Governmental Authority or delays caused by changes and/or modifications to the Scope of Work as required by any Governmental Authority having jurisdiction over the Project;
- (i) any equipment or material delays caused by suppliers or vendors;
- (j) adverse changes to regulatory requirements;
- (k) any breach of this Agreement or the Utility Interconnection Agreement or any information provided to the Contractor by Town or Utility is inaccurate or incomplete; or
- (l) any other cause outside Contractor’s control after Contractor’s reasonable efforts to mitigate that delay, provided that a failure to perform of Contractor’s subcontractors’ shall not be an Excusable Delay, unless such subcontractors are unable to perform the Work as a result of any of the events described in this definition of “Excusable Delay.”

“**Facility**” shall mean any and all properties of the Town upon which the System shall be constructed or to which the System shall be connected, including land, buildings, structures, equipment, and electrical tie-in points.

“**Final Completion**” shall mean satisfaction or waiver of all of the conditions for completion of that portion of the System applicable to a particular Work Order as set forth in Section 5.2.

“**Force Majeure Event**” shall mean, when used in connection with the performance of a Party’s obligations under this Agreement, any act or event (to the extent not caused by such Party or its agents or employees) which is reasonably unforeseeable, or being reasonably foreseeable, reasonably unavoidable (including by taking prudent protective and preventative measures) and outside the control of the Party which invokes it, and which renders said Party unable to comply totally or partially with its obligations under this Agreement. In particular, any of the following shall be considered a Force Majeure Event:

(a) war (whether or not war is declared), hostilities, revolution, rebellion, insurrection against any Governmental Authority, riot, terrorism, acts of a public enemy or other civil disturbance;

(b) acts of God, including but not limited to, unusually severe storms, floods, lightning, earthquakes, hailstorms, ice storms, tornados, typhoons, hurricanes, landslides, volcanic eruptions, winds, drought, and other natural disasters or phenomena whether similar to or different from the foregoing;

(c) sabotage or destruction by a third party (other than any contractor retained by or on behalf of the Party) of any facility or equipment relating to the performance by the affected Party of its obligations under this Agreement;

(d) strikes, walkouts, lockouts or similar industrial or labor actions or disputes, in each case of a regional or national nature;

(e) changes in Applicable Law after the Effective Date that materially impact a Party’s ability to perform under this Agreement;

(f) acts of any Governmental Authority that materially restrict or limit Contractor’s access to the Site;

(g) plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other restrictions and

(h) explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current.

“**Governmental Authority**” shall mean any national, autonomic, regional, province, town, Town, or municipal government, or other administrative, regulatory or judicial body of any of the foregoing.

“**Hazardous Material**” shall mean oil or petroleum and petroleum products, asbestos and any asbestos containing materials, radon, polychlorinated biphenyl’s (“PCBs”), urea formaldehyde insulation, lead paints and coatings, and all of those chemicals, substances, materials, controlled substances, objects, conditions and waste or combinations thereof which are now listed, defined or regulated in any manner by any federal, state or Applicable Law.

“**Indemnified Party**” shall have the meaning set forth in Section 7.4.

“**Indemnifying Party**” shall have the meaning set forth in Section 7.4.

“**Industry Standards**” shall mean those standards of care and diligence normally practiced by a majority of engineering, construction and installation firms in performing services of a similar nature in jurisdictions in which the Work will be performed and in accordance with good construction practices, Applicable Permits, and other standards established for such Work.

“**Manufacturer Warranty**” shall have the meaning set forth in **Exhibit C**.

“**Notice to Proceed**” means a notice to proceed issued by the Town to Contractor substantially in the form attached hereto as **Exhibit F** or such other form as the Parties may mutually agree.

“**Notice to Proceed Date**” shall mean the date that Town has granted Contractor the Notice to Proceed for the Work.

“**Party**” shall mean, individually, each of the parties to this Agreement.

“**Performance Tests**” means, the tests of the System, as more particularly described in **Exhibit C**.

“**Person**” shall mean any individual, corporation, partnership, company, joint venture, association, trust, unincorporated organization or Governmental Authority.

“**Project**” shall mean the entirety of Work to be performed by Contractor pursuant to the terms and conditions of the Work and any Change Orders.

“**Representatives**” shall mean the Contractor Representative and the Town Representative and each may individually be referred to as a “Representative.”

“**Site**” shall have the meaning set forth in the first recital, and is more fully described in **Exhibit C**. An individual Site shall mean any area of a property owned by the Town upon which a System is constructed.

“**Solar Plant**” shall mean that portion of the System only related to converting solar radiation into electricity and explicitly excludes all energy conservation technologies.

“**Subcontractor**” shall mean any Person, other than Contractor and Suppliers, retained by Contractor to perform any portion of the Work (including any Subcontractor of any tier) in furtherance of Contractor’s obligations under this Agreement.

“**Substantial Completion**” shall mean satisfaction or waiver of all of the conditions for completion of that portion of the System applicable to a particular Work Order as set forth in Section 5.1(d).

“**Substantial Completion Date**” shall mean the actual date on which the Substantial Completion of the System, as defined in Section 5.1(d), has occurred.

“**Suppliers**” shall mean those Equipment suppliers with which Contractor contracts to build the System.

“**System**” shall have the meaning ascribed in the Recitals to this Agreement.

“**Technical Dispute**” shall have the meaning set forth in Section 8.5(b).

“**Third Party**” shall have the meaning of any persons or entity not affiliated with Contractor or Town.

“**Unanticipated Condition**” shall have the meaning set forth in Section 3.5.

“**Work**” shall mean all obligations, duties, and responsibilities assigned to or undertaken by Contractor and described in **Exhibit C** with respect to the System.

“**Work Order**” shall mean the assigned Work for each Site as described in **Exhibit C**.

“**Work Order Price**” shall mean the amount for performing the Work that is payable to Contractor as set forth in Section 3.2, as the same may be modified from time to time in accordance with the terms hereof, and as described in **Exhibit C**.

Exhibit B
Certifications

- Exhibit B-1 Drug-Free Workplace / Tobacco-Free Environment Certification
- Exhibit B-2 Non-Collusion Declaration

EXHIBIT B-1
DRUG-FREE WORKPLACE / TOBACCO-FREE
ENVIRONMENT CERTIFICATION

Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990, requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. The Town of Moraga is not a "state agency" as defined in the applicable section(s) of the Government Code, but the Town is a local agency and Town under California law and requires all contractors on Town projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person's or organization's policy of maintaining a drug-free workplace.
 - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I understand that if the Town determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

In addition, and pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and Town Board Policies, all Town sites, including the Sites, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in Town property. Town Property includes buildings, grounds, owned vehicles and vehicles owned by others while on Town property. I acknowledge that I am aware of the Town policy regarding tobacco-free environments and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Sites.

Date: _____

Proper Name of Contractor: SolarNorcal, LLC d/b/a Excite Energy

Signature: _____

Print Name: _____

EXHIBIT B-2
NON-COLLUSION DECLARATION

(Public Contract Code § 7106)

The undersigned, being a duly authorized representative of SolarNorcal, LLC d/b/a Excite Energy, the party making the foregoing Contract, hereby declares and certifies as follows:

The Contract is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Contract is genuine and not collusive or sham. Contractor has not directly or indirectly induced or solicited any other entity to put in a false or sham bid or proposal. Contractor has not directly or indirectly colluded, conspired, connived, or agreed with any other designer/builder or anyone else to put in a sham bid or proposal, or to refrain from proposing. Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Contract Price of Contractor or any other entity, or to fix any overhead, profit, or cost element of the Contract Price, or of that of any other entity. All statements contained in the Contract are true. Contractor has not, directly or indirectly, submitted his or her Contract Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, governing agency, or to any member or agent thereof, to effectuate a collusive or sham bid or proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Contractor that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of Contractor.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

Date: _____

Proper Name of Contractor: SolarNorcal, LLC

Signature: _____

Print Name: _____

Exhibit C
Work Orders

EXHIBIT C WORK ORDER – TOWN OF MORAGA – TOWN HALL AND POLICE OFFICES

This Work Order (“Work Order”) is issued pursuant to and governed by the Energy Solutions Master Agreement (“Agreement”) dated _____, between the Town of Moraga (“Town”) and SolarNorcal, LLC d/b/a Excite Energy (“Contractor”). In the event of conflict, the Agreement shall control in accordance with Section 8.17 (Priority of Documents).

1. **Description of the Solar System and Significant Equipment to be Installed.** Contractor will furnish all labor, materials, equipment, supervision, and contract administration to complete in a good and workmanlike manner the following: Solar System that will produce approximately 92,582 kWh’s 1st year as described more fully in the engineering drawings to be prepared by Contractor subsequent to the execution of this Work Order. Contractor’s scope of work under this Work Order does not include any of the items listed in “Work Exclusions.” All components of the Solar System will comply with UL listing standards. The work, materials, and equipment to be used in the construction of the Solar System are described below.
 - a. **Installation Site:** The PV modules will be installed on a ground mount. Please see “Approximate Layout.”
 - b. **Electrical:** DC power from the solar modules will be routed on the racking to the inverters. AC power from the inverters will be routed to the point of interconnection. Conduit will be run externally on the walls of the building.
 - c. **Solar Modules:** 90 Hyundai HiN-T640NJ 640-watt modules or equivalent. These modules are covered by a 12-year manufacturer product warranty and 25-year manufacturer performance warranty.
 - d. **Inverters:** 2 x Chint Power Systems CPS SCA-25KTL-DO/US-208 or equivalent will be installed. These state-of-the-art inverters / batteries carry a standard 10-year manufacturer warranty.
 - e. **Batteries:** not included.
 - f. **Monitoring:** Includes monitoring through the Chint Power Systems app. Owner will be solely responsible for providing internet to the Chint Power Systems FlexOM monitoring device.
 - g. **Generator:** 80 kW diesel backup generator (208V/120V) John Deere JD80-03FT4 or equivalent will be installed.

2. **Work Order Price.** Town shall pay Contractor the fixed sum of \$417,160 (“**Work Order Price**”) for the Work performed under this Work Order, subject to additions and deductions pursuant to Change Orders approved in accordance with the Work Order.
 - a. **Down Payment:** \$47,716 is due after Work Order execution.
 - b. **Payments:** Payments shall be made in accordance with Section 4.2 of the Agreement.
 - c. **Installation Appointment:** Solar Contractor requires two weeks’ notice to change the installation appointment date. Town will be charged \$20,000 for changing the installation appointment date with less than two weeks’ notice due to costs Contractor will incur because of rescheduling installation crews.

3. **Schedule of Progress Payments.** Town shall pay Contractor according to the schedule below, consistent with Section 4.2 of the Agreement.
 - a. **Invoice 1:** \$41,716 after contract execution.
 - b. **Invoice 2:** \$20,858 after building plans are submitted to the AHJ.
 - c. **Invoice 3:** \$20,858 after the AHJ issues the building permit.
 - d. **Invoice 4:** \$125,148 after the solar modules are delivered to the project site.
 - e. **Invoice 5:** \$83,432 after the solar modules are installed on the ground mount racking.
 - f. **Invoice 6:** \$62,574 after the generator is delivered to the project site.
 - g. **Invoice 7:** \$41,716 after substantial completion. Title transfers to the owner.
 - h. **Invoice 8:** \$20,858 after the utility issues Permission to Operate and all punch list items from substantial completion are completed.

4. **Start and Completion of Work.** The Work shall commence following issuance of Notice to Proceed in accordance with Exhibit F of the Agreement. The work to be performed under this Work Order shall be commenced on approximately between September 2026 and April 2027, as long as any required building permits are received, utility pre-approvals received (if applicable) and any agreed upon funds are paid to Contractor.

Estimated Project Schedule. All schedule dates are estimates only and subject to adjustment in accordance with the Agreement, including Excusable Delay and Force Majeure provisions.

- Plans submitted for 50% design review: 8 weeks after contract execution.
 - Plans submitted for 100% design review: 10 weeks after contract execution.
 - AHJ approval of plans estimated between 10-16 weeks after submission.
 - Solar installation is approximately 3 weeks. Installation to start based upon agreed upon schedule.
 - Generator installation is approximately 2 weeks. Please note there is an estimated 25–30-week procurement lead time after generator order is placed (after building plans are issued).
 - Fire department and AHJ inspections 2-3 weeks after substantial completion.
 - PG&E permission to operate 4-12 weeks after AHJ final.
5. **Limited 1-Year Warranty.** Contractor provides a 1-year workmanship warranty. Manufacturer warranties shall be passed through to Town in accordance with the Agreement.
 6. **Inspections, Building Department and Engineering Requirements.** Contractor will coordinate and attend local building department inspections as needed. Town is expected to be at the final utility inspection if requested by the utility company.
 7. **Town's Responsibilities and Representations.**
 - a. **Installation:** Town is responsible for making the Property ready and in the condition, Contractor used to create the proposal. During Installation, Town shall not move, remove, modify, alter, or change in any way the equipment or any part thereof without the prior written approval of Contractor. Notwithstanding the foregoing, Town shall take reasonable steps to protect the Solar System and generator from damage or injury if, due to an emergency, it is not possible or reasonable to notify Contractor before taking any such actions.

Unanticipated Work: Town is solely responsible for the coordination and expense of any unanticipated work during installation due to subsurface or unknown physical conditions which differ from those described in the proposal, this Work Order or a Change Order.

- b. Tree Removal:** If necessary or desired to improve the performance of the Solar System, tree removal is the sole responsibility of the Town. Modeling is based on tree removal and system will not meet estimated production without tree removal. Please suggested “Tree Removal.”

- 8. Property Release.** Town grants Contractor the irrevocable right and permission to photograph the exterior of the Property, upon substantial completion of Contractor’s work, and to use, reuse, and publish, in any manner, such photographs, in whole or in part, either by themselves or in conjunction with other photographs, in any medium or form of distribution, and for any commercial or promotional purpose whatsoever; provided that upon Town’s request that Contractor cease using such photographs. Contractor will use reasonable efforts to cease such use within a reasonable period of time.

[Signature Page Follows]

This Work Order is executed pursuant to the Agreement and shall not be effective unless executed by both Parties.

Town of Moraga, California

SolarNorcal, LLC dba Excite Energy

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

WORK EXCLUSIONS

The following exclusions are incorporated into this Work Order but shall be interpreted consistently with the Agreement.

1. The electrical infrastructure has provisions for a solar connection via a breaker or line-side tap and is approved by both the building department and utility. Generator has provisions via a breaker to feed the protected loads panel.
2. All existing infrastructure on the property is assumed to be code compliant with the local authority having jurisdiction (AHJ). Any unknown modifications required by the AHJ in excess of the scope listed in this proposal are excluded and may result in additional costs.
3. Blocking off work zones shall be permissible.
4. Builders risk insurance is not included.
5. Removal of hazardous materials or spoil from job sites is not included.
6. The project is bid as prevailing wages.
7. Erosion, dust control, and stormwater management (SWPPP) development, filing, and compliance measures are not included.
8. Flood, biological, cultural, archaeological, and paleontological studies, mitigation measures, and associated costs and schedule impacts are not included.
9. Warranty due to flood damage.
10. Utility upgrade costs.
11. Upgrade existing electrical equipment.
12. If the customer chooses to move forward with Excite Energy, we would like to revisit the sites before finalizing the contract to open the panel using the necessary PPE.
13. Equipment bid is based on the current FEOC guidelines at the time of the bid. Any future changes to FEOC rules may require changing equipment to maintain tax credit and require a rebid.
14. Review and agreement of what loads will be backed up by the generator during the design review stage.
15. Assumed all breakers to be backed up by the generator system can be moved out of the mail panel into a protected loads panel.
16. All conduit runs are assumed to be externally mounted.
17. Pay for the removal or relocation of equipment, obstacles, or vegetation in the vicinity of the Solar System.
18. Traffic control and site security.
19. Costs associated with damaged utilities including irrigation not marked by utility or shown on customer provided as built drawings.
20. Landscaping over backfilled trench.
21. FAA permits, local and state planning and zoning permits, local conditional use permits, and easements.
22. Install any smoke detectors, sprinklers, or life safety equipment required by municipal code or inspectors as a result of the Solar System installation.
23. Pay for any costs associated with municipal design or architectural review, or other specialty permits. This includes cost to attend any public hearings, notification of neighbors, or additional drawings required.
24. Paint electrical boxes or conduit at the Property.
25. Pay for compliance with changes in regulations of codes that materially change the scope of work for the Solar System.
26. Repair of damage to roadways, sidewalks, or driveways that may occur when construction equipment and vehicles are being used in the normal course of construction unless such damage is caused by the negligence of Contractor.

27. Improve the construction of the Owner's Property to support the Solar System,.
28. Remove or replace existing rot, rust, or insect infested structures;
29. Provide structural framing for any part of the Owner's Property;
30. Pay for, remove, or remediate mold, fungus, mildew, or organic pathogens;

APPROXIMATE LAYOUT



TREE REMOVAL

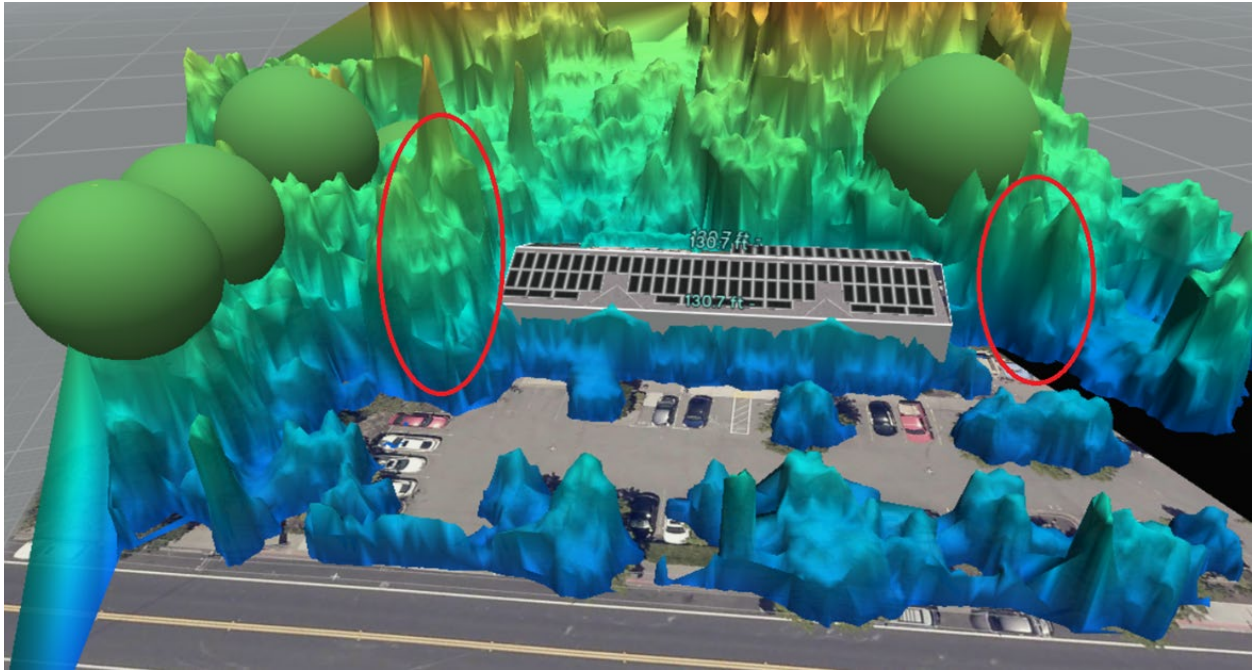


EXHIBIT C WORK ORDER – TOWN OF MORAGA – COUNCIL CHAMBERS AND CORP YARD

This work Order (“Work Order”) is issued pursuant to and governed by the Energy Solutions Master Agreement (“Agreement”) dated _____, between the Town of Moraga (“Town”) and SolarNorcal, LLC d/b/a Excite Energy (“Contractor”). In the event of conflict, the Agreement shall control in accordance with Section 8.17 (Priority of Documents).

- 9. Description of the Generator and Significant Equipment to be Installed.** Contractor will furnish all labor, materials, equipment, supervision, and contract administration to complete in a good and workmanlike manner the following: 20 kW diesel generator as described more fully in the engineering drawings to be prepared by Contractor subsequent to the execution of this Work Order. Contractor’s scope of work under this Work Order does not include any of the items listed in “Work Exclusions.” All components of the System will comply with UL listing standards. The work, materials, and equipment to be used in the construction of the System are described below.

 - a. Generator:** 20 kW diesel backup generator (120V/240V) Generac Commercial Gas RD Series or equivalent will be installed.

- 10. Work Order Price.** Town shall pay Contractor the fixed sum of \$55,000 (“*Work Order Price*”) for the Work performed under this Work Order, subject to additions and deductions pursuant to Change Orders approved in accordance with the Work Order.

 - a. Down Payment:** \$5,500 is due after Work Order execution.
 - b. Payments:** Payments shall be made in accordance with Section 4.2 of the Agreement.
 - c. Installation Appointment:** Solar Contractor requires two weeks’ notice to change the installation appointment date. Town will be charged \$20,000 for changing the installation appointment date with less than two weeks’ notice due to costs Contractor will incur because of rescheduling installation crews.

- 11. Schedule of Progress Payments.** Town shall pay Contractor according to the schedule below, consistent with Section 4.2 of the Agreement.

 - a. Invoice 1:** \$5,500 after contract execution.
 - b. Invoice 2:** \$22,000 after the AHJ issues the building permit.
 - c. Invoice 3:** \$19,250 after the generator is installed at the project site.
 - d. Invoice 4:** \$5,500 after substantial completion. Title transfers to the owner.
 - e. Invoice 5:** \$2,750 after all punch list items from substantial completion are completed.

- 12. Start and Completion of Work.** The Work shall commence following issuance of Notice to Proceed in accordance with Exhibit F of the Agreement. The work to be performed under this Work Order shall be commenced on approximately between January 2027 and April 2027, as long as any required building permits are received, utility pre-approvals received (if applicable) and any agreed upon funds are paid to Contractor.

Estimated Project Schedule. All schedule dates are estimates only and subject to adjustment in accordance with the Agreement, including Excusable Delay and Force Majeure provisions.

- Plans submitted for 50% design review: 8 weeks after contract execution.
- Plans submitted for 100% design review: 10 weeks after contract execution.
- AHJ approval of plans estimated between 4-8 weeks after submission.
- Generator installation is approximately 2 weeks. Please note there is an estimated 25–30-week procurement lead time after generator order is placed (after building plans are issued).
- Fire department and AHJ inspections 2-3 weeks after substantial completion.

13. **Limited 1-Year Warranty.** Contractor provides a 1-year workmanship warranty. Manufacturer warranties shall be passed through to Town in accordance with the Agreement.

14. **Inspections, Building Department and Engineering Requirements.** Contractor will coordinate and attend local building department inspections as needed. Town is expected to be at the final utility inspection if requested by the utility company.

15. Town's Responsibilities and Representations.

- a. **Installation:** Town is responsible for making the Property ready and in the condition, Contractor used to create the proposal. During Installation, Town shall not move, remove, modify, alter, or change in any way the equipment or any part thereof without the prior written approval of Contractor. Notwithstanding the foregoing, Town shall take reasonable steps to protect the Solar System and generator from damage or injury if, due to an emergency, it is not possible or reasonable to notify Contractor before taking any such actions.

Unanticipated Work: Town is solely responsible for the coordination and expense of any unanticipated work during installation due to subsurface or unknown physical conditions which differ from those described in the proposal, this Work Order or a Change Order.

16. **Property Release.** Town grants Contractor the irrevocable right and permission to photograph the exterior of the Property, upon substantial completion of Contractor's work, and to use, reuse, and publish, in any manner, such photographs, in whole or in part, either by themselves or in conjunction with other photographs, in any medium or form of distribution, and for any commercial or promotional purpose whatsoever; provided that upon Town's request that Contractor cease using such photographs. Contractor will use reasonable efforts to cease such use within a reasonable period of time.

[Signature Page Follows]

This Work Order is executed pursuant to the Agreement and shall not be effective unless executed by both Parties.

Town of Moraga, California

SolarNorcal, LLC dba Excite Energy

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

WORK EXCLUSIONS

The following exclusions are incorporated into this Work Order but shall be interpreted consistently with the Agreement.

31. The electrical infrastructure has provisions for a generator connection via a breaker and is approved by both the building department and utility. Gen
32. All existing infrastructure on the property is assumed to be code compliant with the local authority having jurisdiction (AHJ). Any unknown modifications required by the AHJ in excess of the scope listed in this proposal are excluded and may result in additional costs.
33. Blocking off work zones shall be permissible.
34. Builders risk insurance is not included.
35. Removal of hazardous materials or spoil from job sites is not included.
36. The project is bid as prevailing wages.
37. Erosion, dust control, and stormwater management (SWPPP) development, filing, and compliance measures are not included.
38. Flood, biological, cultural, archaeological, and paleontological studies, mitigation measures, and associated costs and schedule impacts are not included.
39. Warranty due to flood damage.
40. Utility upgrade costs.
41. Upgrade existing electrical equipment.
42. If the customer chooses to move forward with Excite Energy, we would like to revisit the sites before finalizing the contract to open the panel using the necessary PPE.
43. Review and agreement of what loads will be backed up by the generator during the design review stage.
44. Assumed all breakers to be backed up by the generator system can be moved out of the mail panel into a protected loads panel.
45. All conduit runs are assumed to be externally mounted.
46. Pay for the removal or relocation of equipment, obstacles, or vegetation in the vicinity of the Solar System.
47. Traffic control and site security.
48. Costs associated with damaged utilities including irrigation not marked by utility or shown on customer provided as built drawings.
49. Landscaping over backfilled trench.
50. FAA permits, local and state planning and zoning permits, local conditional use permits, and easements.
51. Install any smoke detectors, sprinklers, or life safety equipment required by municipal code or inspectors as a result of the Solar System installation.
52. Pay for any costs associated with municipal design or architectural review, or other specialty permits. This includes cost to attend any public hearings, notification of neighbors, or additional drawings required.
53. Paint electrical boxes or conduit at the Property.
54. Repair of damage to roadways, sidewalks, or driveways that may occur when construction equipment and vehicles are being used in the normal course of construction unless such damage is caused by the negligence of Contractor

EXHIBIT C WORK ORDER – TOWN OF MORAGA – LIBRARY

This work Order (“Work Order”) is issued pursuant to and governed by the Energy Solutions Master Agreement (“Agreement”) dated _____, between the Town of Moraga (“Town”) and SolarNorcal, LLC d/b/a Excite Energy (“Contractor”). In the event of conflict, the Agreement shall control in accordance with Section 8.17 (Priority of Documents).

17. Description of the Solar System and Significant Equipment to be Installed. Contractor will furnish all labor, materials, equipment, supervision, and contract administration to complete in a good and workmanlike manner the following: Solar System that will produce approximately 98,674 kWh’s 1st year as described more fully in the engineering drawings to be prepared by Contractor subsequent to the execution of this Work Order. Contractor’s scope of work under this Work Order does not include any of the items listed in “Work Exclusions.” All components of the Solar System will comply with UL listing standards. The work, materials, and equipment to be used in the construction of the Solar System are described below.

- a. **Installation Site:** The PV modules will be installed on a ground mount. Please see “Approximate Layout.”
- b. **Electrical:** DC power from the solar modules will be routed on the racking to the inverters. AC power from the inverters will be routed to the point of interconnection. Conduit will be run externally on the walls of the building.
- c. **Solar Modules:** 96 Hyundai HiN-T640NJ 640-watt modules or equivalent. These modules are covered by a 12-year manufacturer product warranty and 25-year manufacturer performance warranty.
- d. **Inverters:** 2 x Chint Power Systems CPS SCA-25KTL-DO/US-208 or equivalent will be installed. These state-of-the-art inverters / batteries carry a standard 10-year manufacturer warranty.
- e. **Batteries:** not included.
- f. **Monitoring:** Includes monitoring through the Chint Power Systems app. Owner will be solely responsible for providing internet to the Chint Power Systems FlexOM monitoring device.
- g. **Generator:** 80 kW diesel backup generator (208V/120V) John Deere 4045HFG04 or equivalent will be installed.

18. Work Order Price. City shall pay Contractor the fixed sum of \$417,906 (“*Work Order Price*”) for the Work performed under this Work Order, subject to additions and deductions pursuant to Change Orders approved in accordance with the Work Order.

- a. **Down Payment:** \$41,790.06 is due after Work Order execution.
- b. **Payments:** Payments shall be made in accordance with Section 4.2 of the Agreement.
- c. **Installation Appointment:** Solar Contractor requires two weeks’ notice to change the installation appointment date. Town will be charged \$20,000 for changing the installation appointment date with less than two weeks’ notice due to costs Contractor will incur because of rescheduling installation crews.

- 19. Schedule of Progress Payments.** Town shall pay Contractor according to the schedule below, consistent with Section 4.2 of the Agreement.
- a. **Invoice 1:** \$41,791 after contract execution.
 - b. **Invoice 2:** \$20,895 after building plans are submitted to the AHJ.
 - c. **Invoice 3:** \$20,895 after the AHJ issues the building permit.
 - d. **Invoice 4:** \$125,372 after the solar modules are delivered to the project site.
 - e. **Invoice 5:** \$83,581 after the solar modules are installed on the ground mount racking.
 - f. **Invoice 6:** \$62,686 after the generator is delivered to the project site.
 - g. **Invoice 7:** \$41,791 after substantial completion. Title transfers to the owner.
 - h. **Invoice 8:** \$20,895 after the utility issues Permission to Operate and all punch list items from substantial completion are completed.

- 20. Start and Completion of Work.** The Work shall commence following issuance of Notice to Proceed in accordance with Exhibit F of the Agreement. The work to be performed under this Work Order shall be commenced on approximately between September 2026 and April 2027, as long as any required building permits are received, utility pre-approvals received (if applicable) and any agreed upon funds are paid to Contractor.

Estimated Project Schedule. All schedule dates are estimates only and subject to adjustment in accordance with the Agreement, including Excusable Delay and Force Majeure provisions.

- Plans submitted for 50% design review: 8 weeks after contract execution.
- Plans submitted for 100% design review: 10 weeks after contract execution.
- AHJ approval of plans estimated between 10-16 weeks after submission.
- Solar installation is approximately 3 weeks. Installation to start based upon agreed upon schedule.
- Generator installation is approximately 2 weeks. Please note there is an estimated 25–30-week procurement lead time after generator order is placed (after building plans are issued).
- Fire department and AHJ inspections 2-3 weeks after substantial completion.
- PG&E permission to operate 4-12 weeks after AHJ final.

- 21. Limited 1-Year Warranty.** Contractor provides a 1-year workmanship warranty. Manufacturer warranties shall be passed through to Town in accordance with the Agreement.

- 22. Inspections, Building Department and Engineering Requirements.** Contractor will coordinate and attend local building department inspections as needed. Town is expected to be at the final utility inspection if requested by the utility company.

23. Town's Responsibilities and Representations.

- a. **Installation:** Town is responsible for making the Property ready and in the condition, Contractor used to create the proposal. During Installation, Town shall not move, remove, modify, alter, or change in any way the equipment or any part thereof without the prior written approval of Contractor. Notwithstanding the foregoing, Town shall take reasonable steps to protect the Solar System and generator from damage or injury if, due to an emergency, it is not possible or reasonable to notify Contractor before taking any such actions.

Unanticipated Work: Town is solely responsible for the coordination and expense of any unanticipated work during installation due to subsurface or unknown physical conditions which differ from those described in the proposal, this Work Order or a Change Order.

- b. Tree Removal:** If necessary or desired to improve the performance of the Solar System, tree removal is the sole responsibility of the Town. Modeling is based on tree removal and system will not meet estimated production without tree removal. Please suggested “Tree Removal.”

24. Property Release. Town grants Contractor the irrevocable right and permission to photograph the exterior of the Property, upon substantial completion of Contractor’s work, and to use, reuse, and publish, in any manner, such photographs, in whole or in part, either by themselves or in conjunction with other photographs, in any medium or form of distribution, and for any commercial or promotional purpose whatsoever; provided that upon Town’s request that Contractor cease using such photographs. Contractor will use reasonable efforts to cease such use within a reasonable period of time.

[Signature Page Follows]

This Work Order is executed pursuant to the Agreement and shall not be effective unless executed by both Parties.

Town of Moraga, California

SolarNorcal, LLC dba Excite Energy

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

WORK EXCLUSIONS

The following exclusions are incorporated into this Work Order but shall be interpreted consistently with the Agreement.

55. The electrical infrastructure has provisions for a solar connection via a breaker or line-side tap and is approved by both the building department and utility. Generator has provisions via a breaker to feed the protected loads panel.
56. All existing infrastructure on the property is assumed to be code compliant with the local authority having jurisdiction (AHJ). Any unknown modifications required by the AHJ in excess of the scope listed in this proposal are excluded and may result in additional costs.
57. Blocking off work zones shall be permissible.
58. Builders risk insurance is not included.
59. Removal of hazardous materials or spoil from job sites is not included.
60. The project is bid as prevailing wages.
61. Erosion, dust control, and stormwater management (SWPPP) development, filing, and compliance measures are not included.
62. Flood, biological, cultural, archaeological, and paleontological studies, mitigation measures, and associated costs and schedule impacts are not included.
63. Warranty due to flood damage.
64. Utility upgrade costs.
65. Upgrade existing electrical equipment.
66. If the customer chooses to move forward with Excite Energy, we would like to revisit the sites before finalizing the contract to open the panel using the necessary PPE.
67. Equipment bid is based on the current FEOC guidelines at the time of the bid. Any future changes to FEOC rules may require changing equipment to maintain tax credit and require a rebid.
68. Review and agreement of what loads will be backed up by the generator during the design review stage.
69. Assumed all breakers to be backed up by the generator system can be moved out of the mail panel into a protected loads panel.
70. All conduit runs are assumed to be externally mounted.
71. Driving piles more than 4-minute counts as refusal or if a pile does not move one inch per minute; pricing is based on normal subsurface conditions not to exceed 2,500 PSF (Blow count, N, of 45 to 55 blows/ft). Piles will be driven to refusal; (i) reinstallation of piles will be charged on a T&M base. If rock coring is required, additional cost will apply.
72. Pay for the removal or relocation of equipment, obstacles, or vegetation in the vicinity of the Solar System.
73. Traffic control and site security.
74. Rock excavation or dewatering.
75. Costs associated with damaged utilities including irrigation not marked by utility or shown on customer provided as built drawings.
76. Landscaping over backfilled trench.
77. Fencing around solar array.
78. FAA permits, local and state planning and zoning permits, local conditional use permits, and easements.
79. Install any smoke detectors, sprinklers, or life safety equipment required by municipal code or inspectors as a result of the Solar System installation.
80. Pay for any costs associated with municipal design or architectural review, or other specialty permits. This includes cost to attend any public hearings, notification of neighbors, or additional drawings required.

81. Paint electrical boxes or conduit at the Property.
82. Pay for compliance with changes in regulations of codes that materially change the scope of work for the Solar System.
83. Repair of damage to roadways, sidewalks, or driveways that may occur when construction equipment and vehicles are being used in the normal course of construction unless such damage is caused by the negligence of Contractor.

APPROXIMATE LAYOUT



TREE REMOVAL

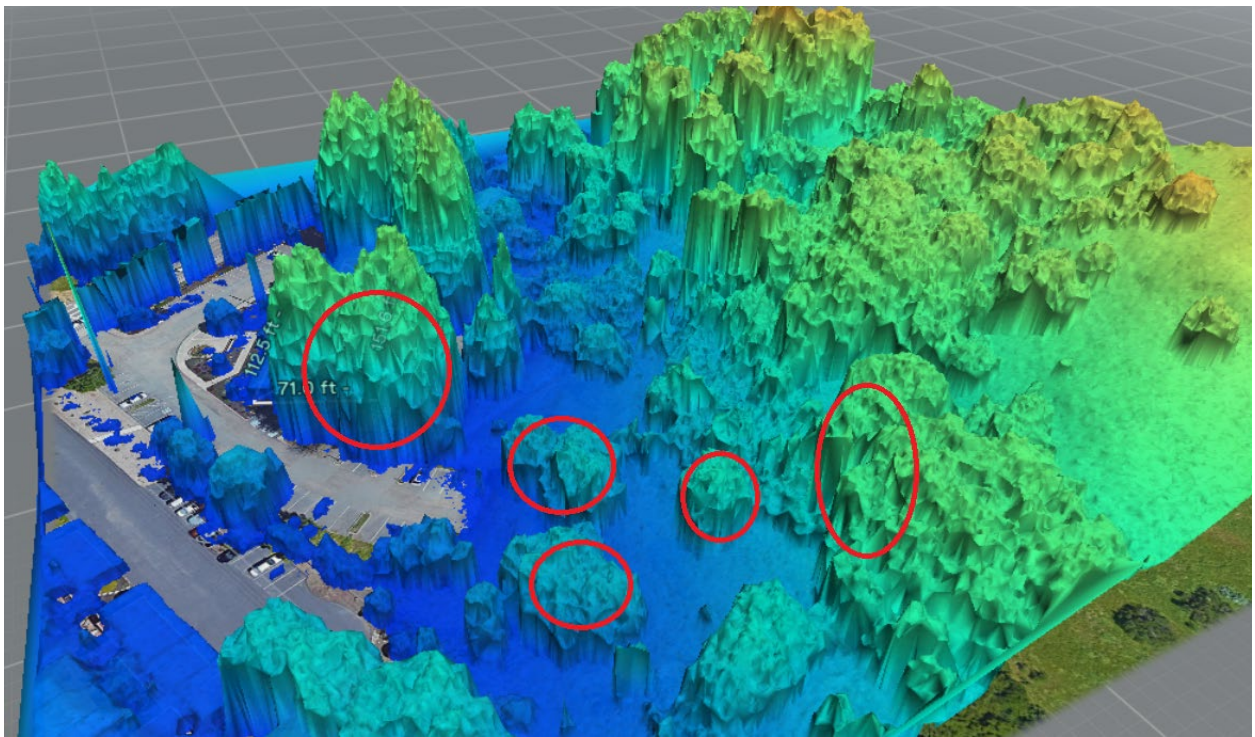


Exhibit D
Insurance

Contractor Insurance Requirements:

1. Minimum Scope of Insurance. Consultant agrees to have and maintain, for the duration of this Agreement the following minimum levels of insurance coverage:
 1. Consultant agrees to have and maintain, for the duration of this Agreement, a General Liability insurance policy insuring it and its firm to an amount not less than \$2,000,000 (Two Million Dollars) combined single limit per occurrence and in the aggregate for bodily injury, personal injury and property damage with an aggregate limit of twice the required occurrence limit.
 2. Consultant agrees to have and maintain for the duration of this Agreement an Automobile Liability insurance policy insuring it and its staff to an amount not less than \$2,000,000 (Two Million Dollars) combined single limit per accident for bodily injury and property damage.
 3. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than \$2,000,000 (Two Million Dollars) on a claims-made and annual aggregate basis. Consultant shall procure the professional errors and omissions liability insurance described herein and shall ensure that the policy provides and allows for a reporting period of at least four (4) years after the professional liability policy expires. A Workers' Compensation and Employers' Liability policy written in accordance with the laws of the State of California and providing coverage for any and all employees of Consultant:
 1. This policy shall provide coverage for Workers' Compensation (Coverage A).
 2. This policy shall also provide required coverage for Employers' Liability (Coverage B.)
 4. All of the following endorsements are required to be made a part of each of the required policies, except for the Professional Liability and Workers' Compensation and Employers' Liability policies, as stipulated below:
 1. "The Town of Moraga, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor products and completed operations of the Contractor, premises owned, occupied or used by the Contractor: or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town of Moraga, its officers, officials, employees, agents or volunteers."

2. “This policy shall be considered primary insurance as respects any other valid and collectible insurance the Town may possess, including any self-insured retention the Town may have, and any other insurance the Town does possess shall be considered excess insurance only and shall not contribute with it.”
3. “This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company.”
5. Consultant shall provide to the Town all certificates of insurance with original endorsements effecting coverage required by this paragraph. Certificates of such insurance shall be filed with the Town on or before commencement of performance of this Agreement. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.
6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
7. Consultant’s insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer’s liability.
 1. All Coverages. Each insurance policy required shall provide that coverage shall not be canceled, except after 30 days’ prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file with the Town Manager at all times during the term of this Agreement.
 2. Acceptability of Insurers. Insurance is to be placed with insurers with a Best’s rating of no less than A:VII.
 3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Town. At the Town’s option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

Town Insurance Requirements:

1. Required Coverage. Town shall carry and maintain with carriers or self-insurance, as a minimum, the following insurance coverage:

(a) Workers Compensation Insurance and Employers Liability. In accordance with the laws of the state of where work may be done with limits for employers liability in the minimum amount of one million dollars (\$1,000,000) for each occurrence and one million dollars (\$1,000,000) for each occurrence of bodily injury on a per employee basis;

(b) Commercial General Liability. One million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage, products and completed operations:

(c) Commercial Automobile Liability, Any Auto. One million dollars (\$1,000,000) per accident including owned, non-owned, and hired automobiles.

(d) Umbrella Coverage. Excess coverage of four million dollars (\$4,000,000) per occurrence and aggregate, or any other equivalent, available insurance coverage of the Contractor.

2. Policy Endorsements. Insurance coverage required to be maintained by Town under this Agreement shall provide a severability of interests or cross liability clause for Commercial General Liability Insurance;

3. Certificates. Town shall throughout the Agreement Term provide certificate(s) and/or memoranda of insurance evidencing the coverage specified in this Exhibit to Contractor upon Contractor's reasonable request.

EXHIBIT E

Example Certificate of Substantial/Final Completion and Acceptance

The undersigned, Town of Moraga (“the Town”), having its office at _____, having entered into the Facility Solutions Agreement (“Agreement”) dated _____, with SolarNorcal, LLC d/b/a Excite Energy (“Contractor”), does hereby certify as follows:

I am authorized to issue this [Substantial][Final] Completion Certificate on behalf of the Town.

As of the date hereof, all the requirements for achievement of [Substantial][Final] Completion pursuant to the Agreement have been met.

ACCEPTANCE

Contractor: SolarNorcal, LLC d/b/a Excite Energy

By: _____

Name:

Title:

Town:

Town of _____

By: _____

Name:

Title:

Exhibit F
Example Notice to Proceed

SolarNorcal, LLC d/b/a Excite Energy, Inc.
1512 Silica Avenue
Sacramento, CA 95815
Kecia Davison, Vice President

Re: Notice to Proceed

Dear Sir or Madam:

This Notice to Proceed is being issued by Town of _____ (“Town”) to SolarNorcal, LLC d/b/a Excite Energy, Inc. (“Contractor”) pursuant to the that certain Facility Solutions Agreement by and between Town and Contractor dated as of _____.

This Notice to Proceed authorizes the Work described by Exhibit C of the Agreement.

By signing and dating this Notice to Proceed, the parties hereto agree to these terms and represent and warrant they have the authority to execute this Notice to Proceed on behalf of their respective organizations.

ACKNOWLEDGED & AGREED TO:

Town of _____

SolarNorcal, LLC

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Town Facilities Energy Reliability

Project No: 23-108

Category: Buildings & Facilities (Municipal Facilities)

Project Location: 329 Rheem Blvd

Responsible Public Works Department:



Account Number & Status: 700-721-XXX-23 - Funded

Project Objective: Develop reliable energy sources for emergency backup for critical Town facilities utilizing green energy resources to the extent feasible. This project addresses FY 25-26 and FY 26-27 Town Goal #3 and Priorities #3

Project Description: Develop RFP, specifications, and contracts, and inspect construction related to a Power Purchase agreement or upfront Capital Investment to install reliable and automatic operations backup emergency power generation. Explore options for clean energy generation, including but not limited to solar power and battery backups. Also includes additional electric vehicle chargers where cost-feasible.

Basis for Schedule: Need for adequate emergency power at critical Town facilities. The Project is proposed for two construction phases through Power Purchasing Agreement or upfront Capital Investment: 1) Installation of Town offices emergency generator; and 2) Installation of solar panels on parking lot canopies and fleet charging stations and repairing parking for ADA issues.

Basis for Cost: Design, Permitting, and Construction are to be funded by 1) PPA; or 2) Upfront Capital Investment, depending on the Town Council's approved funding scenario. The funding table shows PPA costs. Upfront Capital Investment is not shown. Construction cost estimate based on Facilities Energy Generation Study data. Project management for Emergency Generators, Solar Generation, and Charging Stations funded by Fund 780. Parking lot reconfiguration and repairs by Fund 210 - Measure J funds.

Project Balance Note:

EXPENDITURES	(Thousands of Dollars)								
	Prior FY Actuals	FY2024 - FY2025 Expenses	FY 24/25 Carryover	2025-26	2026-27	2027-28	2028-29	2029-30	PROJECT TOTAL
071 - Administration		2	113	70	35				220
072 - Construction			150	470	150				770
073 - Const Mgmt/Inspection		20	120	75	85				300
076 - Engineering		35	115	85	20				255
078 - Legal			80	40					120
EXPENDITURE TOTALS		57	578	740	290				1,665
FUNDING SOURCES									
-General Fund (Palos Colorados Loan)				600					600
102-ARPA		57	27						84
210-Measure J			175		150				325
211-Measure J 28C				56					56
213-Measure K				84	140				224
716-Comcast PEG			140						140
780-Government Impact Fees			236						236
FUNDING TOTALS		57	578	740	290				1,665

Town of Moraga Preliminary Project Schedule																			
Estimated Start Date of 2026																			
Work Item	2026								2027										
	May 2026	Jun 2026	Jul 2026	Aug 2026	Sep 2026	Oct 2026	Nov 2026	Dec 2026	Jan 2027	Feb 2027	Mar 2027	Apr 2027	May 2027	Jun 2027	Jul 2027	Aug 2027	Sep 2027	Oct 2027	Nov 2027
Project Kickoff & Mobilization	█	█																	
Engineering, Design & Permitting		█	█	█															
Utility Interconnection			█	█	█	█	█	█	█	█	█								
Procurement & Materials Management Before July 4th, 2026			█	█	█	█	█	█	█	█	█								
Backup Generator Installations									█	█	█								
Solar Construction - Town Hall/PD													█	█	█	█	█		
Solar Construction - Library													█	█	█	█	█	█	
Commissioning																	█	█	
Closeout & Turnover																			█
Develop Web-Based Visual Display for Public Education																			█

Schedule is preliminary and subject to change



TOWN OF MORAGA
TOWN COUNCIL REGULAR MEETING
April 8, 2026

Addendum(s) to Published Agenda

9: Public Hearing

9A: Conduct the Public Hearing and adopt a Resolution:

1. Determining that the anticipated cost to the Town of the Town Facilities Energy Reliability Project is less than the projected energy utility costs to be consumed by the Town over the useful life of the project, as required by California Government Code Section 4217;
2. Authorizing the Town Manager to finalize and execute the proposed agreement with Excite Energy for the Town Facilities Energy Reliability Project, for a project cost of \$890,066, with a 10% contingency for a total not-to-exceed amount of \$979,073, including minor non-substantive revisions as approved by the Town Manager and Town Attorney;
3. Authorizing the Town Engineer to execute change orders within the contingency;
4. Authorizing a 0%, 15-year internal loan from the Palos Colorados Fund to the General Fund in an amount not to exceed \$600,000;
5. Appropriating an additional \$470,000 for CIP 23-108 (Town Facilities Energy Reliability) for a total project budget of \$1,665,000; and
6. Finding the proposed project is categorically exempt from CEQA pursuant to CEQA Guidelines Sections 15301 (Class 1 – Existing Facilities) and 15303 (Class 3-New Construction or Conversion of Small Structures).

Updates Include:

- Redlined version of original Staff Report for reference



Meeting Date: April 8, 2026

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor and Councilmembers
From: Nate Levine, Interim Public Works Director/Town Engineer Katie Bruner, Administrative Services Director
Subject: Town Facilities Energy Reliability Project– Proposed Agreement, Recommended Financing, and Project Budget

RECOMMENDATION

Conduct the Public Hearing and adopt a Resolution:

1. Determining that the anticipated cost to the Town of the Town Facilities Energy Reliability Project is less than the projected energy utility costs to be consumed by the Town over the useful life of the project, as required by California Government Code Section 4217;
2. Authorizing the Town Manager to finalize and execute the proposed agreement with Excite Energy for the Town Facilities Energy Reliability Project, for a project cost of \$890,066, with a 10% contingency for a total not-to-exceed amount of \$979,073, including minor non-substantive revisions as approved by the Town Manager and Town Attorney;
3. Authorizing the Town Engineer to execute change orders within the contingency;
4. Authorizing a 0%, ~~2045~~-year internal loan from the Palos Colorados Fund to the General Fund in an amount not to exceed \$~~67500~~,000;
5. Appropriating an additional \$~~470,000~~545,000 for CIP 23-108 (Town Facilities Energy Reliability) for a total project budget of \$~~1,665,000~~1,740,000; and
6. Finding the proposed project is categorically exempt from CEQA pursuant to CEQA Guidelines Sections 15301 (Class 1 – Existing Facilities) and 15303 (Class 3-New Construction or Conversion of Small Structures).

BACKGROUND

The Town has been evaluating energy reliability improvements for key municipal facilities in response to repeated PG&E Public Safety Power Shutoff (PSPS) events and other outages, as well as the Town's need for improved backup power and continuity of operations.

On [March 11, 2026](#) , the Town Council received a project update, reviewed project alternatives, and selected Option 3 – Generators + Solar as the preferred project direction for the Town Facilities Energy Reliability Project. Under that option, the Town will install new backup generators at Town Hall, the Corporation Yard, and the Library, along with solar improvements at Town Hall and the Library. Staff was directed to continue working with the selected vendor to refine the scope, schedule, and contract terms, and to return to the Town Council with a proposed agreement for consideration.

Since that meeting, staff has worked with Excite Energy to refine the proposed project scope, implementation approach, and contract terms. Staff has also continued to evaluate project financing options, including external and internal financing.

DISCUSSION

The purpose of this item is to conduct the public hearing required under California Government Code Section 4217, consider approval of the proposed agreement with Excite Energy for the Town Facilities Energy Reliability Project, and provide direction regarding the project financing approach.

Since the March 11, 2026, Town Council meeting, staff has worked with Excite Energy to refine the proposed agreement, confirm the project scope, and evaluate implementation and financing options for the Town's preferred project direction, Option 3 – Generators + Solar.

The proposed agreement (Attachment C) reflects the project scope that staff believes best balances resiliency, site compatibility, and financial performance. Compared to the broader microgrid concepts previously evaluated, this refined approach reduces project complexity while still addressing the Town's primary backup power needs and providing utility cost savings.

This item is also being presented under Government Code Section 4217, which allows the Town to enter into an energy service contract if the Town Council finds, at a duly noticed public hearing, that the anticipated cost of the project is less than the projected energy utility costs that would be consumed by the Town over the useful life of the project. The required public hearing is part of this agenda item.

[Following the recent rain event on April 1, 2026, Town staff identified a roof leak at Town Hall and subsequently reviewed the available roof history. That review indicated that the Town Hall roof is older than previously understood, has exceeded its useful life, and will need to be replaced before the solar panels are installed. While estimates to repair the roof are being obtained, staff has conservatively estimated needing an additional \\$75,000 for the roof replacement.](#)

Financing Options

CIP 23- 108 was authorized in the Town's Fiscal Year (FY) 2025-26 and FY 2026-27 Capital Budget, with a total project budget of \$1,195,000. Project funding sources include American Rescue Plan Act (ARPA) funds, Measure J, Measure K, Government Impact Fees, and Public

Education Government Access (PEG) funds. With the revised project scope no longer placing solar panels at Council Chambers, staff does not recommend using the \$ 130,000 in PEG funds authorized in FY 2025-26. This leaves \$1,065,000 in available project funding. With a revised total project cost of ~~\$1,665,000~~1,740,000, a financing gap of ~~\$600,07500~~ remains.

Staff has evaluated both external financing and internal Town financing for the project. After discussions with several loan agents, current loan rates range from 4.5% to upwards of 6%, plus origination costs, and the process would add time, costs, and administrative complexity to project delivery. With an internal loan from the Palos Colorados Fund, Town Council would set the repayment terms. Alternatively, Town Council could choose to use General Fund Reserves or Palos Colorados Funds for this project and not issue an internal loan.

The table below compares the total cost and annual payment for a ~~\$67500,000~~ 2015-year loan. Staff assumes that the Federal Investment Tax Credit (FITC) Direct Pay the Town will receive, in the amount of \$148,494, will be used as an early loan payment.

	Internal Loan 0%	Internal Loan 2%	External Loan 5.65%
Loan Amount	\$ 67500,000	\$ 67500,000	\$ 67500,000
Origination Costs	\$0	\$0	\$75,000 - \$100,000
Term	<u>2015</u> years	<u>2015</u> years	<u>2015</u> years
FITC Direct Pay	\$148,494	\$148,494	\$148,494
Annual Payment	\$ 30,000 <u>26,325</u>	\$ 38,269 <u>43,053</u>	\$ 52,311 <u>58,850</u>
Total Payments	\$ 600 <u>675,000</u>	\$ 765,381 <u>861,054</u>	\$ 1,046,214 <u>1,176,990</u>

Staff recommends an interest-free, 2015-year internal Town loan from the Palos Colorados Fund to the General Fund for funding this project. The Palos Colorados Fund has an audited fund balance of \$2,785,733 as of June 30, 2025. Staff believes this approach provides the most practical path forward because it avoids unfavorable external borrowing terms, simplifies implementation, and allows the Town to move more efficiently toward construction. Additionally, an internal loan would be the payment of last resort, allowing staff to only finance the portion of the project costs that are actually incurred. An internal loan will also not reduce the Town's future bonding capacity should a need for debt issuance be identified in the future.

Loan terms and an amortization schedule for a 0%, 2015-year internal loan is included as Attachment B.

Projected Savings

Government Code Section 4217 requires that the anticipated cost of the project is less than the projected energy utility costs that would be consumed by the Town over the useful life of the project. Projected project savings incorporate the cost of financing, energy costs, and operations and maintenance expenditures less annual project energy savings and the \$148,494 FITC the Town will receive for this project.

Total projected savings over a 20-year period are projected as follows for the following financing scenarios:

	Internal Loan	Internal Loan	External Loan
--	----------------------	----------------------	----------------------

	0%	2%	5.65%
20-Year Projected	\$499,736,400.	\$339,685,250.	\$56,512.
Savings	<u>918</u>	<u>390</u>	<u>\$65,546</u>

FISCAL IMPACT

Staff recommends Council appropriate an additional ~~\$545,000~~~~470,000~~ for CIP 23-108 for a total project budget of \$1,~~665,000~~740,000. The total project budget consists of:

- \$890,066 for the Excite Energy contract;
- \$375,000 for separate Town Hall parking lot work; \$125,000 in Town-incurred costs outside the Excite contract (e.g., tree trimming, project support, and other contract services) . This total includes the Clean Coalition contract amendment that is being presented as a separate staff report on the 04/08/26 agenda; \$172,300 in staff and consultant costs expended to-date; \$102,634 for project
- contingencies.
- \$75,000 for 329 Rheem Roof Replacement

Funding sources for CIP 23-108 include ARPA funds, Measure J, Measure K, Government Impact Fees, and PEG funds, as well as the recommended internal loan from the Palos Colorados Fund to the General Fund, as detailed in CIP Project page, Attachment D.

The Town currently has approximately \$880,000 in remaining CIP funding for this overall effort. Because the total project cost exceeds the currently available CIP budget, staff recommends funding the project through an internal Town loan from the Palos Colorados Fund to the General Fund of up to ~~\$67005,000~~. Under this approach, available CIP funds would be used for a portion of the overall project cost, with the remaining amount financed internally over a 15- year period. As shown in the loan terms, Attachment B, the Town's Federal ITC Direct Pay of \$148,494 would be used as part of the loan payment in year 2, with all other loan payments around ~~\$30,000~~26,325 per year.

In issuing a 20-year, interest free loan, the Town's General Fund would not receive approximately \$23,000 per year in interest, assuming a 3.5% interest rate.

CEQA COMPLIANCE

The proposed project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15301 (Class 1 – Existing Facilities), which applies to the repair, maintenance, and minor alteration of existing public facilities involving negligible or no expansion of use and Section 15303 (Class 3- New Construction or Conversion of Small Structures), which applies to the construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the Structure including but not limited to utility extensions and accessory structures. The project consists of improvements to existing Town facilities, including generator and related electrical upgrades and limited solar improvements. Staff has also determined that and Section 15303 (Class 3- New Construction or Conversion of Small Structures), which applies to the construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the Structure including but not limited

to utility extensions and accessory structures. The project consists of improvements to existing Town facilities, including generator and related electrical upgrades and limited solar improvements. Staff has also determined that none of the exceptions to categorical exemptions set forth in CEQA Guidelines Section 15300.2 apply.

ALTERNATIVES

1. Direct staff to return with additional analysis; or
2. Make revisions to the recommendations and provide direction to staff.

NEXT STEPS

Upon approval of the proposed Resolution, staff will:

1. Finalize and execute the agreement with Excite Energy.
2. Complete the internal loan and project funding setup.
3. Coordinate final project sequencing and schedule (Attachment E) with Excite Energy.
4. Complete remaining implementation tasks needed to move the project into construction.

ATTACHMENTS

[Attachment A - Draft Resolution - Energy Generation Project](#)

[Attachment B - Palos GF Loan Terms](#)

[Attachment C - Energy Solutions Draft Agreement](#)

[Attachment D - Revised CIP Project Sheet](#)

[Attachment E - Proposed Project Schedule Addendum](#)



TOWN OF MORAGA
TOWN COUNCIL REGULAR MEETING
April 8, 2026

Addendum(s) to Published Agenda

9: Public Hearing

9A: Conduct the Public Hearing and adopt a Resolution:

1. Determining that the anticipated cost to the Town of the Town Facilities Energy Reliability Project is less than the projected energy utility costs to be consumed by the Town over the useful life of the project, as required by California Government Code Section 4217;
2. Authorizing the Town Manager to finalize and execute the proposed agreement with Excite Energy for the Town Facilities Energy Reliability Project, for a project cost of \$890,066, with a 10% contingency for a total not-to-exceed amount of \$979,073, including minor non-substantive revisions as approved by the Town Manager and Town Attorney;
3. Authorizing the Town Engineer to execute change orders within the contingency;
4. Authorizing a 0%, 15-year internal loan from the Palos Colorados Fund to the General Fund in an amount not to exceed \$600,000;
5. Appropriating an additional \$470,000 for CIP 23-108 (Town Facilities Energy Reliability) for a total project budget of \$1,665,000; and
6. Finding the proposed project is categorically exempt from CEQA pursuant to CEQA Guidelines Sections 15301 (Class 1 – Existing Facilities) and 15303 (Class 3-New Construction or Conversion of Small Structures).

Updates Include:

- Revisions to Attachment A – Draft Resolution
 - *Changes are redlined*

**TOWN OF MORAGA
TOWN COUNCIL**

RESOLUTION NO. xx-2026

DETERMINING THE ANTICIPATED COST TO THE TOWN OF IS LESS THAN THE PROJECTED ENERGY UTILITY COSTS CONSUMED BY THE TOWN OVER THE USEFUL LIFE OF THE TOWN FACILITIES ENERGY RELIABILITY PROJECT; AUTHORIZING THE TOWN MANAGER TO FINALIZE AND EXECUTE AN AGREEMENT WITH EXCITE ENERGY; AUTHORIZING A LOAN FROM THE PALOS COLORADOS FUND TO THE GENERAL FUND AND AUTHORIZING INCREASED APPROPRIATIONS FOR CIP 23-108, TOWN FACILITIES ENERGY RELIABILITY; AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTIONS 15301 AND 15030

WHEREAS, on March 11, 2026, the Town Council received a project update, reviewed project alternatives, and selected Option 3 – Generators + Solar as the preferred project direction for the Town Facilities Energy Reliability Project. Under that option, the Town would install new backup generators at Town Hall, the Corporation Yard, and the Library, along with solar improvements at Town Hall and the Library. Staff was directed to continue working with the selected vendor to refine the scope, schedule, and contract terms, and to return to the Town Council with a proposed agreement for consideration;

WHEREAS, since the March 11, 2026, Town Council meeting, staff has worked with Excite Energy to refine the proposed agreement, confirm the project scope, and evaluate implementation and financing options for the Town’s preferred project direction;

WHEREAS, CIP 23-108 was authorized with a project budget of \$1,195,000 in the FY 2025-26 and FY 2026-27 Capital Improvement Budget;

WHEREAS, the revised project scope of work estimates the total project cost to be \$1,641,311;

WHEREAS, staff has identified a funding gap of ~~\$586,311~~\$675,000;

WHEREAS, staff has evaluated both external and internal financing for the project and recommends a 0% interest, ~~2015~~-year internal loan from the Palos Colorados Fund to the General Fund;

WHEREAS, as of June 30, 2025, the Palos Colorados Fund has an audited fund balance of \$2,785,733;

WHEREAS, The Town Council of Moraga held a public hearing on April 8, 2026, as required by California Government Code Section 4217, et. seq.;

WHEREAS, California Government Code Section 4217, et. seq., authorizes the Town Council to enter into an Energy Services Contract for the implementation of energy related improvements if the Council finds that it is in the best interest of the Town to enter into such Energy Service Contract and that the anticipated cost to the Town for thermal or electrical energy or conservation services provided by Excite Energy under the contract will be less than the anticipated marginal cost to the City/County of thermal, electrical, or other energy that would have been consumed by the City/County in absent of those purchases; and

WHEREAS, the proposed Energy Service Contract by and between the town and Excite Energy for the implementation of certain energy measures whose cost to the Town such for thermal or electrical energy or conservation services provided under the Energy Service Contract will be less than the anticipated marginal cost to the Town of thermal, electrical, or other energy that would have been consumed by the Town absent of the implementation of the improvements under the Energy Service Contract.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Moraga, hereby makes the following findings and determinations:

1. Determines the anticipated cost to the Town for the Town Facilities Energy Reliability project will be less than the anticipated marginal cost to the Town thermal, electrical or other energy that would have been consumed by the Town over the useful life of the project in the absence of such project, as required by California Government Code Section 4217 et seq.
2. That it is in the Town's best interest to authorize the Town Manager to finalize and execute the proposed agreement with Excite Energy for the Town Facilities Energy Reliability Project pursuant to Government Code Section 4217, et. seq., for a project cost of \$890,066, with a 10% contingency for a total not-to-exceed amount of \$979,073, including minor non-substantive revisions as approved by the Town Manager and Town Attorney.
3. Authorize the Town Engineer to execute change orders within the contingency.
4. The proposed project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15301 (Class 1 – Existing Facilities), which applies to the repair, maintenance, and minor alteration of existing public facilities involving negligible or no expansion of use and Section 15303 (Class 3-New Construction or Conversion of Small Structures), which applies to the construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the Structure including but not limited to utility extensions and accessory structures. The project consists of improvements to existing Town facilities, including generator and related electrical upgrades and limited solar improvements. None of the exceptions to categorical exemptions set forth in CEQA Guidelines Section 15300.2 apply.

5. Authorize a 0%, ~~2015~~-year internal loan from the Palos Colorados Fund to the General Fund in an amount not to exceed \$~~67500~~,000, with terms as outlined in Exhibit A to this resolution.
6. Authorize appropriating an additional \$~~446,311~~545,000 for CIP 23-108 (Town Facilities Energy Reliability) for a total project budget of \$~~1,641,311~~1,740,000.
7. The Town Manager or their designee is authorized and directed to take all actions necessary and proper to implement this resolution.



TOWN OF MORAGA
TOWN COUNCIL REGULAR MEETING
April 8, 2026

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6. Finding the proposed project is categorically exempt from CEQA pursuant to CEQA Guidelines Sections 15301 (Class 1 – Existing Facilities) and 15303 (Class 3-New Construction or Conversion of Small Structures).

Updates Include:

- Revisions to Attachment B – Revised Palos GF Loan Terms

Terms to the Palos Colorados Fund Loan to the General Fund for CIP 23-108: Town Facilities Energy Reliability

Length of Loan	20 years
1st Payment due	June 30, 2028
Rate	Fixed 0%
Amount	<p>Not to Exceed \$675,000</p> <p>Should the amount of the project funding needed be less than \$675,000, the Palos Colorados Fund will loan the General Fund the actual amount of the project, including soft costs such as staff time.</p>
Distribution of Loan Funds	Funds will be distributed as expenses occur, as tracked and accounted for in the Town's financial system using the same process for all Capital Projects.
Payments	<p>Payments shall be made annually, each June 30th.</p> <p>The first payment shall be made on June 30, 2027</p> <p>Loan payments will be transferred by Finance staff from the General Fund into the Palos Colorados Fund</p> <p>The Federal Investment Tax Credit (FITC) shall be applied as payment to the loan upon receipt.</p> <p>Annual payments are expected to be \$26,325, based on the amortization schedule shown below.</p>

Year	Interest	Principal	Total Payment	Loan Balance
1	\$0	\$26,325	\$26,325	\$648,675
2	\$0	\$174,819	\$174,819	\$473,856
3	\$0	\$26,325	\$26,325	\$447,531
4	\$0	\$26,325	\$26,325	\$421,206
5	\$0	\$26,325	\$26,325	\$394,881
6	\$0	\$26,325	\$26,325	\$368,556
7	\$0	\$26,325	\$26,325	\$342,231
8	\$0	\$26,325	\$26,325	\$315,906
9	\$0	\$26,325	\$26,325	\$289,581
10	\$0	\$26,325	\$26,325	\$263,256
11	\$0	\$26,325	\$26,325	\$236,931
12	\$0	\$26,325	\$26,325	\$210,606
13	\$0	\$26,325	\$26,325	\$184,281
14	\$0	\$26,325	\$26,325	\$157,956
15	\$0	\$26,325	\$26,325	\$131,631



TOWN OF MORAGA
TOWN COUNCIL REGULAR MEETING
April 8, 2026

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5. Appropriating an additional \$470,000 for CIP 23-108 (Town Facilities Energy Reliability) for a total project budget of \$1,665,000; and
6. Finding the proposed project is categorically exempt from CEQA pursuant to CEQA Guidelines Sections 15301 (Class 1 – Existing Facilities) and 15303 (Class 3-New Construction or Conversion of Small Structures).

Updates Include:

- Revisions to Attachment C – Energy Solutions Draft Agreement
 - *Changes are redlined*

ENERGY SOLUTIONS MASTER AGREEMENT

by and between

Town of Moraga
a California municipal corporation

and

SolarNorcal, LLC
(d/b/a Excite Energy)
5174 Hillsdale Cir.
El Dorado Hills, CA 95762

April [8], 2026

Energy Solutions Master Agreement

This **Facility** **Energy** Solutions **Master** Agreement (“**Agreement**”), dated as of April [8], 2026 (the “**Effective Date**”), is by and between the Town of Moraga, a California municipal corporation (the “**Town**”) and SolarNorcal, LLC, a California limited liability company d/b/a Excite Energy, CSLB #1018541 (the “**Contractor**”). The Town and Contractor may each be referred to herein as a “**Party**” and collectively as the “**Parties**.”

Recitals

Whereas, Town desires to reduce energy consumption and operational expenses through the installation of energy conservation and energy generation technologies (“**System**”);

Whereas, California Government Code § 4217.10 et seq. authorizes Counties to enter into agreements, contracts and related documents with private sector entities for developing energy generation and conservation projects upon Town’s finding that the anticipated costs for such services provided under this Agreement, together with any financing costs, will be less than the anticipated marginal energy costs to Town;

Whereas, Town has assigned specific areas on Town properties (each, a “**Site**”) on which the solar and energy conservation measures (each one, a “**System**”) will be constructed;

Whereas, Town desires to engage Contractor to install energy efficiency upgrades, design, supply and install selected and listed scope of work at each Site; and

Whereas, Contractor desires to provide such turnkey upgrades, design, supply and installation services, all in accordance with the terms and conditions set forth in this Agreement.

Now Therefore, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this Agreement shall have the respective meanings set forth in **Exhibit A**; (b) the singular shall include the plural and vice versa; (c) the word “including” shall mean “including, without limitation,” (d) references to “Sections” and “Exhibits” shall be to sections and exhibits of this Agreement; (e) the words “herein,” “hereof” and “hereunder” shall refer to this Agreement as a whole and not to any particular section or subsection; and (f) references to this Agreement shall include a reference to all attached Exhibits, as the same may be amended, modified, supplemented or replaced from time to time.

2. Contractor Certifications. This Agreement includes each of the certifications and declarations identified on **Exhibit B**, each of which shall be attached as an exhibit hereto and each of which must be completed by Contractor prior to commencement of the work on the Systems.

3. General.

3.1 Scope of Work

(a) Contractor shall furnish to Town turnkey energy efficiency upgrades and the engineering, design, permitting, procurement, construction management, installation, construction, monitoring, and commissioning of energy generation systems (each

of the Work for which payment is sought as Town may reasonably request. Town shall notify Contractor of any missing documentation within five (5) Business Days of receipt of invoice.

(d) Town shall reasonably cooperate with Contractor in connection with submission of documentation required for CEC reimbursement. If the CEC delays payment to Town for longer than thirty (30) Business Days, or modifies the requirements for reimbursement, the Parties shall negotiate in good faith to develop a solution acceptable to both Parties.

(e) Town may withhold or, on account of subsequently discovered evidence, nullify and require repayment of the whole or part of any payment to the extent necessary to protect Town from ~~Claims for which Town is entitled to indemnification pursuant to Section 7.4, loss for which Contractor is liable in accordance with this Agreement, including costs and actual attorneys' fees, to the extent resulting from:~~

- (i) any breach of this Agreement by Contractor;
- (ii) claims filed or reasonable evidence indicating probable filing of claims;
- (iii) failure of Contractor to make payments properly to its Subcontractors or for material, labor, or fringe benefits;
- (iv) a reasonable doubt that the Work to be completed as a condition to a payment has properly been completed;
- (v) penalties assessed against Town for failure of Contractor to comply with state, federal, or local laws and regulations; or
- (vi) any other ground for withholding payment allowed by state or federal law, or as otherwise provided in this Agreement.

~~(e)~~ When the above matters are rectified, such amounts as then due and owing shall be paid or credited to Contractor.

(f) For any non-Contractor-caused delay or suspension lasting longer than one hundred eighty (180) Calendar Days, a fair and equitable solution shall be negotiated in good faith between Town and Contractor for any demonstrated additional costs required as a result of such delay or suspension.

5. Commencement and Completion.

5.1 Commencement and Substantial Completion.

(a) Contractor shall perform the Work as soon as practicable following the receipt of Town Notice to Proceed, which notice shall be substantially in the form attached hereto as Exhibit F or such other form as the Town and Contract may mutually agree.

(b) Town shall provide access to the sites to complete the Work.

(c) The Contractor shall achieve Substantial Completion as set forth in Work Order. Contractor may claim a justified extension of the Substantial Completion Date if it is or will be delayed in completing the Work for one or more of the following causes:

In Witness Whereof, the Parties hereto have duly executed and delivered this Agreement as of the date set forth above.

SolarNorcal, LLC

By: _____

Name: _____

Title: _____

CSLB #1018541

Town of Moraga

By: _____

Name: _____

Title: _____

“**Force Majeure Event**” shall mean, when used in connection with the performance of a Party’s obligations under this Agreement, any act or event (to the extent not caused by such Party or its agents or employees) which is reasonably unforeseeable, or being reasonably foreseeable, reasonably unavoidable (including by taking prudent protective and preventative measures) and outside the control of the Party which invokes it, and which renders said Party unable to comply totally or partially with its obligations under this Agreement. In particular, any of the following shall be considered a Force Majeure Event:

(a) war (whether or not war is declared), hostilities, revolution, rebellion, insurrection against any Governmental Authority, riot, terrorism, acts of a public enemy or other civil disturbance;

(b) acts of God, including but not limited to, unusually severe storms, floods, lightning, earthquakes, hailstorms, ice storms, tornados, typhoons, hurricanes, landslides, volcanic eruptions, winds, drought, and other natural disasters or phenomena whether similar to or different from the foregoing;

(c) sabotage or destruction by a third party (other than any contractor retained by or on behalf of the Party) of any facility or equipment relating to the performance by the affected Party of its obligations under this Agreement;

(d) strikes, walkouts, lockouts or similar industrial or labor actions or disputes, in each case of a regional or national nature;

(e) changes in Applicable Law after the Effective Date that materially impact a Party’s ability to perform under this Agreement;

(f) acts of any Governmental Authority that materially restrict or limit Contractor’s access to the Site;

(g) plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other restrictions and

(h) explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current.

“**Governmental Authority**” shall mean any national, autonomic, regional, province, town, Town, [AHJ](#), or municipal government, or other administrative, regulatory or judicial body of any of the foregoing.

“**Hazardous Material**” shall mean oil or petroleum and petroleum products, asbestos and any asbestos containing materials, radon, polychlorinated biphenyl’s (“PCBs”), urea formaldehyde insulation, lead paints and coatings, and all of those chemicals, substances, materials, controlled substances, objects, conditions and waste or combinations thereof which are now listed, defined or regulated in any manner by any federal, state or Applicable Law.

“**Indemnified Party**” shall have the meaning set forth in Section 7.4.

“**Indemnifying Party**” shall have the meaning set forth in Section 7.4.

“**Industry Standards**” shall mean those standards of care and diligence normally practiced by a majority of engineering, construction and installation firms in performing services

of a similar nature in jurisdictions in which the Work will be performed and in accordance with good construction practices, Applicable Permits, and other standards established for such Work.

~~“Manufacturer Warranty” shall have the meaning set forth in Exhibit C.~~

“**Notice to Proceed**” means a notice to proceed issued by the Town to Contractor substantially in the form attached hereto as **Exhibit F** or such other form as the Parties may mutually agree.

“**Notice to Proceed Date**” shall mean the date that Town has granted Contractor the Notice to Proceed for the Work.

“**Party**” shall mean, individually, each of the parties to this Agreement.

“**Performance Tests**” means, the tests of the System, as more particularly described in **Exhibit C**.

“**Person**” shall mean any individual, corporation, partnership, company, joint venture, association, trust, unincorporated organization or Governmental Authority.

“**Project**” shall mean the entirety of Work to be performed by Contractor pursuant to the terms and conditions of the Work and any Change Orders.

“**Representatives**” shall mean the Contractor Representative and the Town Representative and each may individually be referred to as a “Representative.”

“**Site**” shall have the meaning set forth in the first recital, and is more fully described in **Exhibit C**. An individual Site shall mean any area of a property owned by the Town upon which a System is constructed.

“**Solar Plant**” shall mean that portion of the System only related to converting solar radiation into electricity and explicitly excludes all energy conservation technologies.

“**Subcontractor**” shall mean any Person, other than Contractor and Suppliers, retained by Contractor to perform any portion of the Work (including any Subcontractor of any tier) in furtherance of Contractor’s obligations under this Agreement.

“**Substantial Completion**” shall mean satisfaction or waiver of all of the conditions for completion of that portion of the System applicable to a particular Work Order as set forth in Section 5.1(d).

“**Substantial Completion Date**” shall mean the actual date on which the Substantial Completion of the System, as defined in Section 5.1(d), has occurred.

“**Suppliers**” shall mean those Equipment suppliers with which Contractor contracts to build the System.

“**System**” shall have the meaning ascribed in the Recitals to this Agreement.

“**Technical Dispute**” shall have the meaning set forth in Section 8.5(b).

“**Third Party**” shall have the meaning of any persons or entity not affiliated with Contractor or Town.

“**Town**” shall have the meaning set forth in the Preamble to this Agreement.

Exhibit B

Certifications

Exhibit B-1 Drug-Free Workplace / Tobacco-Free Environment Certification

Exhibit B-2 Non-Collusion Declaration

Exhibit C
Work Orders

EXHIBIT E

Example Certificate of Substantial/Final Completion and Acceptance

The undersigned, Town of Moraga (“the Town”), having its office at _____, having entered into the ~~Facility~~Energy Solutions ~~Master~~ Agreement (“Agreement”) dated _____, with SolarNorcal, LLC d/b/a Excite Energy (“Contractor”), does hereby certify as follows:

I am authorized to issue this [Substantial][Final] Completion Certificate on behalf of the Town.

As of the date hereof, all the requirements for achievement of [Substantial][Final] Completion pursuant to the Agreement have been met.

ACCEPTANCE

Contractor: SolarNorcal, LLC d/b/a Excite Energy

By: _____

Name:

Title:

Town:

Town of _____

By: _____

Name:

Title:

Exhibit F
Example Notice to Proceed

SolarNorcal, LLC d/b/a Excite Energy, Inc.
1512 Silica Avenue
Sacramento, CA 95815
Kecia Davison, Vice President

Re: Notice to Proceed

Dear Sir or Madam:

This Notice to Proceed is being issued by Town of _____ (“Town”) to SolarNorcal, LLC d/b/a Excite Energy, Inc. (“Contractor”) pursuant to the that certain ~~Facility~~Energy Solutions Master Agreement by and between Town and Contractor dated as of _____ and Work Order dated _____.

This Notice to Proceed authorizes the Work described by Exhibit C of the Agreement.

By signing and dating this Notice to Proceed, the parties hereto agree to these terms and represent and warrant they have the authority to execute this Notice to Proceed on behalf of their respective organizations.

ACKNOWLEDGED & AGREED TO:

Town of _____

SolarNorcal, LLC

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



TOWN OF MORAGA
TOWN COUNCIL REGULAR MEETING
April 8, 2026

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2. Authorizing the Town Manager to finalize and execute the proposed agreement with Excite Energy for the Town Facilities Energy Reliability Project, for a project cost of \$890,066, with a 10% contingency for a total not-to-exceed amount of \$979,073, including minor non-substantive revisions as approved by the Town Manager and Town Attorney;
3. Authorizing the Town Engineer to execute change orders within the contingency;
4. Authorizing a 0%, 15-year internal loan from the Palos Colorados Fund to the General Fund in an amount not to exceed \$600,000;
5. Appropriating an additional \$470,000 for CIP 23-108 (Town Facilities Energy Reliability) for a total project budget of \$1,665,000; and
6. Finding the proposed project is categorically exempt from CEQA pursuant to CEQA Guidelines Sections 15301 (Class 1 – Existing Facilities) and 15303 (Class 3-New Construction or Conversion of Small Structures).

Updates Include:

- Revisions to Attachment D – Revised CIP Project Sheet

Town Facilities Energy Reliability

Project No: 23-108

Category: Buildings & Facilities (Municipal Facilities)

Project Location: 329 Rheem Blvd

Responsible Public Works Department:



Account Number & Status: 700-721-XXX-23 - Funded

Project Objective: Develop reliable energy sources for emergency backup for critical Town facilities utilizing green energy resources to the extent feasible. This project addresses FY 25-26 and FY 26-27 Town Goal #3 and Priorities #3

Project Description: Develop RFP, specifications, and contracts, and inspect construction related to a Power Purchase agreement or upfront Capital Investment to install reliable and automatic operations backup emergency power generation. Explore options for clean energy generation, including but not limited to solar power and battery backups. Also includes additional electric vehicle chargers where cost-feasible.

Basis for Schedule: Need for adequate emergency power at critical Town facilities. The Project is proposed for two construction phases through Power Purchasing Agreement or upfront Capital Investment: 1) Installation of Town offices emergency generator; and 2) Installation of solar panels on parking lot canopies and fleet charging stations and repairing parking for ADA issues.

Basis for Cost: Design, Permitting, and Construction are to be funded by 1) PPA; or 2) Upfront Capital Investment, depending on the Town Council's approved funding scenario. The funding table shows PPA costs. Upfront Capital Investment is not shown. Construction cost estimate based on Facilities Energy Generation Study data. Project management for Emergency Generators, Solar Generation, and Charging Stations funded by Fund 780. Parking lot reconfiguration and repairs by Fund 210 - Measure J funds.

Project Balance Note:

EXPENDITURES	(Thousands of Dollars)								
	Prior FY Actuals	FY2024 - FY2025 Expenses	FY 24/25 Carryover	2025-26	2026-27	2027-28	2028-29	2029-30	PROJECT TOTAL
071 - Administration		2	113	70	35				220
072 - Construction			150	545	150				845
073 - Const Mgmt/Inspection		20	120	75	85				300
076 - Engineering		35	115	85	20				255
078 - Legal			80	40					120
EXPENDITURE TOTALS		57	578	815	290				1,740
FUNDING SOURCES									
-General Fund (Palos Colorados Loan)				675					675
102-ARPA		57	27						84
210-Measure J			175		150				325
211-Measure J 28C				56					56
213-Measure K				84	140				224
716-Comcast PEG			140						140
780-Government Impact Fees			236						236
FUNDING TOTALS		57	578	815	290				1,740



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9A: Conduct the Public Hearing and adopt a Resolution:

1. Determining that the anticipated cost to the Town of the Town Facilities Energy Reliability Project is less than the projected energy utility costs to be consumed by the Town over the useful life of the project, as required by California Government Code Section 4217;
2. Authorizing the Town Manager to finalize and execute the proposed agreement with Excite Energy for the Town Facilities Energy Reliability Project, for a project cost of \$890,066, with a 10% contingency for a total not-to-exceed amount of \$979,073, including minor non-substantive revisions as approved by the Town Manager and Town Attorney;
3. Authorizing the Town Engineer to execute change orders within the contingency;
4. Authorizing a 0%, 15-year internal loan from the Palos Colorados Fund to the General Fund in an amount not to exceed \$600,000;
5. Appropriating an additional \$470,000 for CIP 23-108 (Town Facilities Energy Reliability) for a total project budget of \$1,665,000; and
6. Finding the proposed project is categorically exempt from CEQA pursuant to CEQA Guidelines Sections 15301 (Class 1 – Existing Facilities) and 15303 (Class 3-New Construction or Conversion of Small Structures).

Updates Include:

- Public Comment received



Fw: Comment on Library Solar Project, Tree Removal, and Architectural Impacts

From Amy Heavener <aheavener@moraga.ca.us>

Date Wed 4/8/2026 12:20 PM

To Amy Heavener <aheavener@moraga.ca.us>

From: scottbowhay@comcast.net <scottbowhay@comcast.net>

Sent: Wednesday, April 8, 2026 10:22 AM

To: Steve Woehleke <swoehleke@moraga.ca.us>; Lisa Maglio <lmaglio@moraga.ca.us>; Kerry Hillis <khillis@moraga.ca.us>; Brian Dolan <bdolan@moraga.ca.us>; Graham Thiel <gthiel@moraga.ca.us>

Cc: Nate Levine <nlevine@moraga.ca.us>; Scott Mitnick <smitnick@moraga.ca.us>

Subject: Comment on Library Solar Project, Tree Removal, and Architectural Impacts

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the contents is safe.

Dear Members of the Moraga Town Council and Staff,

I am writing regarding the proposed installation of solar panels behind the Moraga Library and the removal of the mature redwood trees associated with that plan.

I support Moraga's commitment to renewable energy. However, I am deeply concerned about sacrificing one of the town's most valued civic places in order to achieve this broad goal. The Moraga Library and its surrounding grounds are not just another site—they are among the most distinctive and cherished places in our community. For many residents, this is where children learn to read, neighbors meet, and people find calm, continuity, and connection. That environment as a "special place" matters.

The redwood trees proposed for removal are roughly forty years old and already provide irreplaceable benefits: shade and cooling, carbon capture, habitat, and a sense of beauty and permanence that defines the library experience. These are not abstract environmental metrics; they are benefits felt daily by the people who use this space. Indeed, the Contra Costa Library website describes our Library as being "Flanked by majestic redwoods". Once these trees are gone, that character is gone with them—for decades, if not permanently.

Even with the panels located behind the building, the loss of these trees fundamentally alters the library grounds. The setting is inseparable from the library's role as a civic landmark. Libraries are not merely functional facilities; they are symbols of shared values—learning, stewardship, and care for future generations. Decisions that diminish their natural setting should be approached with the highest level of caution.

True sustainability is not achieved by removing healthy, mature trees to make room for new infrastructure. It is achieved by respecting and preserving existing assets while planning thoughtfully for the future.

For these reasons, I respectfully urge the Town Council to **delay approval of this project in its current form and reconsider alternatives** that meet energy goals without removing mature trees or compromising the library grounds. This may include different locations, scaled or redesigned systems, or other Town-owned facilities better suited to solar installations.

Once these trees are removed, the loss is irreversible. I ask the Council to pause and ensure that Moraga's most distinctive civic space is protected, not diminished.

Thank you for your time, your consideration, and your service to the Moraga community.

Respectfully,

Scott Bowhay

1671 Camino Pablo

Moraga, CA 94556

scottbowhay@comcast.net



SUPPLEMENTAL MATERIALS/PRESENTATIONS RECEIVED: 14A.

Meeting Date: April 8, 2026

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor and Councilmembers

From: Amy Heavener, Town Clerk

Subject: Supplemental materials received at the April 8, 2026 regular meeting of the Moraga Town Council.

RECOMMENDATION

Supplemental materials received at the April 8, 2026 regular meeting of the Moraga Town Council.

ATTACHMENTS

[Supplemental Item A - Energy Generation Award Presentation](#)



Town Facilities Energy Reliability Project – Proposed Agreement and Budget

April 08, 2026



Project Website

<https://www.moraga.ca.us/639/Town-Energy-Generation-Reliability-Proje>



Nate Levine, PE,TE

Interim Public Works Director/Town Engineer
nlevine@moraga.ca.us

Katie Bruner

Administrative Service Director
KBruner@moraga.ca.us

Town Energy Generation Reliability Project Update

- Make the required Gov. Code 4217 finding that the project cost is less than projected energy utility costs over the life of the project.
- Approve and authorize execution of the Excite Energy agreement (including contingency and minor non-substantive revisions) and authorize related change orders within contingency.
- Approve the project financing and budget actions, including the 20-year 0% internal loan and additional CIP appropriation.
- Find the project categorically exempt from CEQA.

Project Background

Project Site Locations

Three Project Sites:

1. **Town Hall/PD: 329 Rheem Blvd**
2. **Council Chambers/Corporation Yard:
335 Rheem Blvd**
3. **Moraga Library: 1500 St. Mary's Rd**



Recommended Project



Option 3 – Generators + Solar

- Generators at all three sites
- Solar: Town Hall roof-only + Library ground-mount (behind building)
- Parking Lot Rehabilitation at Town Hall
- Town Hall Roof Repair/Replacement
- **Total project cost: ~\$1,740,000**
- Loan Amount: \$675,000
- Annual loan payments expected to be covered within the project through Federal Direct Pay + utility savings
- **~\$220,000 cumulative savings (20 years) (includes loan repayment and Palos Colorados interest loss)**
- The solar component helps offset utility costs, cover ongoing operations and maintenance, and lower the Town's net cost of backup power.



Recommend Option 3 - Generators + Solar

Town Hall & Police Office





Recommend Option 3 - Generators + Solar

Council Chambers & Corporation Yard (No Solar)



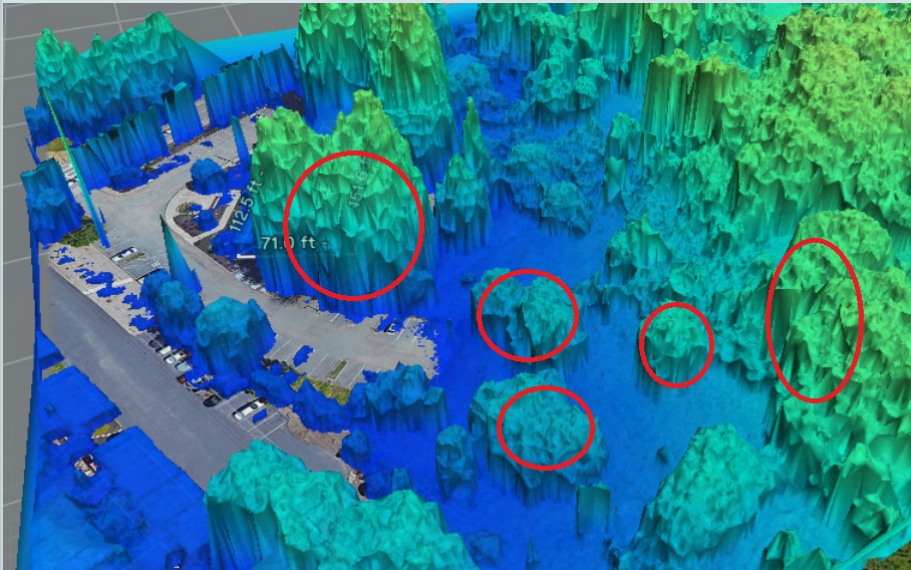


Recommend Option 3 - Generators + Solar

Moraga Library



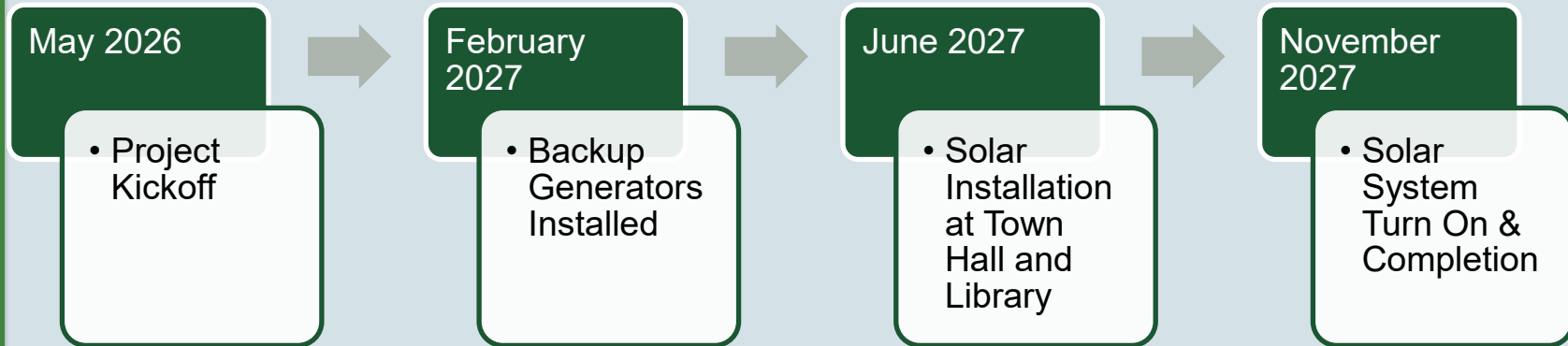
Moraga Library – Tree Impact



- Existing Redwoods impact the Library's foundation and utility lines, and zone zero compliance.
- Tree removal would be limited to what is required for the project and building needs. The remaining would be trimmed as needed.
- Town would evaluate tree replacement planting in an appropriate area, based on the final removal



Project Timeline



To receive Federal Investment Tax Credit of \$148,494, the solar project must be completed by **December 31, 2027**

Project Funding

Project Funding



- **\$1,195,000 Authorized in FY 2025-26 & FY 2026-27 CIP Budget**
- **\$1,740,000 Revised Project Budget**
- **\$675,000 Funding Gap**

Funding Source	Authorized CIP Funding	Recommended Revised Funding	Change
ARPA	\$84,000	\$84,000	\$0
Measure J	325,000	325,000	0
Measure J 28C	56,000	56,000	0
Measure K	224,000	224,000	0
PEG	270,000	140,000	(130,000)
General Government DIF	236,000	236,000	0
Funding Gap	-	675,000	675,000
Total Funding	\$1,195,000	\$1,740,000	\$545,000

Project Funding



External Financing

- 4.5%-6% Interest Rate
- Origination Costs \$75-\$100k
- Reduced project savings

Internal Loan

(Palos Colorados Fund to General Fund)

- Town Council Sets Terms
- Simplified Implementation
- Only Loan Needed Funds
- Reduced General Fund Interest Earnings

Use of General Fund Reserves or Palos Colorados Funds

- Simplified Implementation
- Reduces reserve or fund balance
- Reduced General Fund Interest Earnings
- Potentially impacts future bonding capacity and credit rating

Project Funding



	Internal Loan 0%	Internal Loan 2%	External Loan 5.65%
Loan Amount	\$675,000	\$675,000	\$675,000
Origination Costs	\$0	\$0	\$75,000-\$100,000
Term	20 years	20 years	20 years
FITC Direct Pay	\$148,494	\$148,494	\$148,494
Annual Payment	\$26,325	\$43,053	\$58,850
Total Payments	\$675,000	\$861,054	\$1,176,990
General Fund Interest Reduction (20 years)	\$180,000	\$80,000	\$0
Net Project Savings (20 years)	\$220,918	\$170,390	-\$65,546

All scenarios estimated positive project savings over a 30-year period.

Project Funding



20-Year, 0% Loan from Palos Colorados to the General Fund

Not to Exceed \$675,000

Annual Payments will be \$26,325, beginning June 2028

Extra loan payment of \$148,494 of Federal Investment Tax Credit (FITC) upon receipt

Town Council Recommendation



Adopt a Resolution:

Determining the anticipated cost to the Town for the project is less than the projected energy utility costs over the useful life of the project, as required by Government Code Section 4217

Authorizing the Town Manager to execute the proposed agreement with Excite Energy in a total not to exceed amount of \$979,073

Authoring the Town Engineer to execute change orders within the contingency

Authorizing a 0%, 20-year loan from the Palos Colorados Fund to the General Fund in an amount not to exceed \$675,000

Appropriating an additional \$545,000 for CIP 23-108 for a total project budget of \$1,740,000

Finding the proposed project is categorically exempt from CEQA.

Thank You!

Questions?



Project Timeline

Town of Moraga Preliminary Project Schedule

Estimated Start Date of 2026

Work Item	2026												2027						
	May 2026	Jun 2026	Jul 2026	Aug 2026	Sep 2026	Oct 2026	Nov 2026	Dec 2026	Jan 2027	Feb 2027	Mar 2027	Apr 2027	May 2027	Jun 2027	Jul 2027	Aug 2027	Sep 2027	Oct 2027	Nov 2027
Project Kickoff & Mobilization	█	█																	
Engineering, Design & Permitting		█	█	█															
Utility Interconnection			█	█	█	█	█	█	█	█	█								
Procurement & Materials Management Before July 4th, 2026			█	█	█	█	█	█	█	█	█								
Backup Generator Installations									█	█	█								
Solar Construction - Town Hall/PD												█	█	█	█	█	█		
Solar Construction - Library												█	█	█	█	█	█		
Commissioning																	█	█	
Closeout & Turnover																			█
Develop Web-Based Visual Display for Public Education																			█

Schedule is preliminary and subject to change



Estimated Project Savings by Financing

	Internal Loan 0%	Internal Loan 2%	External Loan 5.65%
Project Savings (Cost of Financing + O&M – Utility Savings)	\$400,918	\$250,390	-\$65,546
General Fund Interest Reduction (20 years)	\$180,000	\$80,000	\$0
Net Project Savings (20 years)	\$220,918	\$170,390	-\$65,546
Net Project Savings (30 years)	\$1,236,654	\$1,188,126	\$952,190