

**CORCORAN CITY COUNCIL,
JOINT POWERS FINANCE AUTHORITY,
SUCCESSOR AGENCY FOR CORCORAN RDA,
& HOUSING AUTHORITY
AGENDA**

**City Council Chambers
1015 Chittenden Avenue
Corcoran, CA 93212**

**Tuesday, March 22, 2022
5:30 P.M**

Public Inspection: A detailed City Council packet is available for review at the City Clerk's Office, located at Corcoran City Hall, 832 Whitley Avenue.

Notice of ADA Compliance: In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact the City Clerk's Office at (559) 992-2151.

ROLL CALL

Mayor:	Patricia Nolen
Vice Mayor:	Jeanette Zamora-Bragg
Council Member:	Greg Ojeda
Council Member:	Sidonio "Sid" Palmerin
Council Member:	Jerry Robertson

INVOCATION

FLAG SALUTE

1. PUBLIC DISCUSSION

Members of the audience may address the Council on non-agenda items; however, in accordance with government code section 54954.2, the Council may not (except in very specific instances) take action on an item not appearing on the posted agenda.

This is the time for members of the public to comment on any matter within the jurisdiction of the Corcoran City Council. This is also the public's opportunity to request that a Consent Calendar item be removed from that section and made a regular agenda item. The councilmembers ask that you keep your comments brief and positive. Creative criticism, presented with appropriate courtesy, is welcome.

After receiving recognition from the chair, speakers shall state their name and address and proceed with comments. Each speaker will be limited to five (5) minutes.

2. CONSENT CALENDAR (VV)

All items listed under the consent calendar are considered to be routine and will be enacted by one motion. If anyone desires discussion of any item on the consent calendar, the item can be removed at the request of any member of the City Council and made a part of the regular agenda.

- 2-A.** Approval of minutes of the meeting of the City Council on March 8, 2022.
- 2-B.** Authorization to read ordinances and resolutions by title only.
- 2-C.** Approval of Resolution No. 3120 adopting the City of Corcoran SB1 projects funded by the Road Repair and Accountability Act.
- 2-D.** Authorize the City Manager to sign on their behalf for the Federal Fiscal Year 2022 FTA Certifications and Assurances Signature Page committing the Council and City of Corcoran to comply with all Federal Statutes, Regulations, Executive Orders, and Federal Requirements applicable to each application it makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2022.

3. APPROPRIATIONS (VV)

Approval of Warrant Register dated March 22, 2022. *(Ruiz-Nuñez) (VV)*

4. PRESENTATIONS – None

5. PUBLIC HEARINGS

- 5-A.** Second Public Hearing to obtain comments regarding Unmet Transit Needs and consider adoption of Resolution No. 3118, Unmet Transit Needs. *(Tromborg) (VV)*
 - A.** Open Public hearing
 - B.** Staff Report
 - C.** Accept written testimony
 - D.** Accept oral testimony
 - E.** Close hearing
 - F.** Council discussion
 - G.** By motion, approve/approve with changes/deny recommendation

6. WRITTEN COMMUNICATIONS – None

7. STAFF REPORTS

- 7-A.** Consider holding a Public Hearing for the Energy Service Contract and adoption of Resolution No 3124 approving the Energy Service Contract with ENGIE Services U.S. and consider holding a Public Hearing for the Energy Saving Project Financing and adoption of Resolution No. 3125 authorizing the City to

negotiate and execute a financing contract with a financing company.
(Gatzka) (VV)

- 7-B. Consider approval of the Property Use Agreement for Earthquake Monitor and authorize the City Manager to sign on behalf of the City. *(Gatzka) (VV)*
- 7-C. Review and provide direction on the proposed Measure A projects for the 2022-2023 fiscal year. *(Gatzka)*
- 7-D. Consider approving Resolution No. 3122 to adopt Ordinance No. 640 an Urgency Ordinance enacting regulations for handling of solid waste, including organics and edible foods. *(Gatzka) (VV)*
- 7-E. Consider approving Resolution No. 3123 to present the first reading of Ordinance No. 641 that will amend in its entirety Title 4, Chapter 2 of the City's Municipal Code. *(Gatzka) (VV)*
- 7-F. Consider approval of Resolution No. 3119 allowing for adjustments in fees for license and services for the Police Department. *(Shortnacy) (VV)*
- 7-G. Consider approval for a new Solar Ready Parking Structure with EV Charging Stations to be located at 1099 Otis Avenue and authorize the City Manager to sign on their behalf for Fiscal Year 2021-2022 LCTOP Assurances Signature Page. *(Tromborg) (VV)*
- 7-H. Discuss Council meeting dates and provide direction to staff as needed. *(Gatzka)*

8. **MATTERS FOR MAYOR AND COUNCIL**

- 8-A. Upcoming Events/Meetings
- 8-B. City Manager's Report
- 8-C. Council Comments/Staff Referral Items - *Items of Interest (Non-action items the Council may wish to discuss)*
- 8-D. Committee Reports

9. **CLOSED SESSION**

9-A **CONFERENCE WITH LABOR NEGOTIATOR(S)** (Government Code § 54957.6). It is the intention of this governing body to meet in closed-session to review its position and to instruct its designated representatives:

Designated representatives: City Manager

Name of employee organization: _____,

or

Position title(s) of unrepresented employee(s): _____

_____.

10. **ADJOURNMENT**

I certify that I caused this Agenda of the Corcoran City Council meeting to be posted at the City Council Chambers, 1015 Chittenden Avenue on March 18, 2022.



Marlene Spain, City Clerk

**MINUTES
CORCORAN CITY COUNCIL,
JOINT POWERS FINANCE AUTHORITY,
SUCCESSOR AGENCY FOR CORCORAN RDA,
& HOUSING AUTHORITY REGULAR MEETING**

Tuesday, March 8, 2022

The regular session of the Corcoran City Council was called to order by Mayor Nolen, in the City Council Chambers, 1015 Chittenden Avenue, Corcoran, CA at 5:31 P.M.

ROLL CALL

Councilmembers present: Patricia Nolen, Greg Ojeda, and Sidonio Palmerin,
Jerry Robertson and Jeanette Zamora-Bragg

Councilmembers absent:

Staff present: Joseph Faulkner, Greg Gatzka, Tina Gomez, Soledad
Ruiz-Nuñez, Reuben Shortnacy, and Kevin Tromborg

Press present:

INVOCATION - Invocation was led by Councilmember Robertson

FLAG SALUTE – Flag salute was led by Councilmember Ojeda

1. **PUBLIC DISCUSSION** – None

2. **CONSENT CALENDAR** (VV)

Following Council discussion, a **motion** was made by Zamora-Bragg and seconded by Robertson to approve the Consent Calendar. Motion carried by the following vote:

AYES: Nolen, Ojeda, Palmerin, Robertson and Zamora-Bragg

NOES:

ABSENT:

ABSTAIN:

2-A. Approval of minutes of the meeting of the City Council on March 8, 2022.

2-B. Authorization to read ordinances and resolutions by title only.

3. **APPROPRIATIONS** (VV)

Following Council discussion, a **motion** was made by Palmerin and seconded by Zamora-Bragg to approve warrant register dated March 8, 2022. Motion carried by the following vote:

AYES: Nolen, Ojeda, Palmerin, Robertson and Zamora-Bragg
NOES:
ABSENT:

4. **PRESENTATIONS** – None

5. **PUBLIC HEARINGS**

5-A. At the request of staff, public hearing to receive public comment to update the City of Corcoran’s 2020 Urban Water Management Plan (Faulkner) was moved to the second council meeting in April due to notice requirements. Councilmembers approved.

6. **WRITTEN COMMUNICATIONS** – None

7. **STAFF REPORTS**

7-A. Following Council discussion, a motion was made by Robertson and seconded by Zamora-Bragg to give direction to the City Manager to bring back at the next council meeting a construction contract with Engie, and authorized the City Manager to sign a financial term sheet to lock in low interest rate.

AYES: Nolen, Ojeda, and Palmerin, Robertson and Zamora-Bragg
NOES:
ABSENT:

7-B. Following Council discussion, a motion was made by Robertson and seconded by Palmerin to approve the Community Park Maintenance agreement and authorize the City Manager to sign on behalf of the City.

AYES: Nolen, Ojeda, Palmerin, Robertson and Zamora-Bragg
NOES:
ABSENT:

7-C. Council reviewed and discussed the proposed Measure A projects for the 2022-2023 fiscal year and continued the discussion to the next Council meeting. No other action was taken.

8. **MATTERS FOR MAYOR AND COUNCIL**

- 8-A. Council received information items.
- 8-B. Staff received referral items.
- 8-C. Committee reports.

CLOSED SESSION – None to report. Meeting ended at **7:45 P.M.**

ADJOURNMENT **6:49 P.M.**



Tina Gomez, Deputy City Clerk

Patricia Nolen, Mayor

APPROVED DATE: _____

City of

CORCORAN

FOUNDED 1914

Public Works Department

CONSENT CALENDAR ITEM #: 2-C

MEMO

TO: Corcoran City Council

FROM: Joseph Faulkner, Public Works Director

DATE: March 16, 2022

MEETING DATE: March 22, 2022

SUBJECT: Approve Resolution No. 3120 adopting the City of Corcoran 2022-2023 SB1 project list.

Recommendation:

Approve Resolution No. 3120 adopting the City of Corcoran SB1 projects funded by the Road Repair and Accountability Act.

Discussion:

The City will receive an estimated \$484,962 from the Road Repair and Accountability Act and will use the funds to repair various City roads.

Budget Impact:

N/A

Attachments:

Resolution No. 3120

RESOLUTION NO. 3120

**RESOLUTION TO ADOPT A LIST OF PROJECTS FUNDED BY
SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects are in progress or have been completed each fiscal year; and

WHEREAS, the City must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive and estimated \$484,962 in RMRA funding in Fiscal Year 2022-23 from SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate sections of various city roadways.

WHEREAS, the 2016 California Statewide Local Streets and Roads Needs Assessment found that the City streets and roads are in an "at-risk, or poor" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "good" condition; and

WHEREAS, the average motorist pays more than \$700 a year in added repair costs for their vehicle, just because of the poor condition of our roads however, a recent study by the American Road and Transportation Builders Association (ARTBA) found transportation improvements from SB 1 will bring annual savings of nearly \$300 per household; and

WHEREAS, without revenue from SB 1, the City, would have otherwise been deferring projects throughout the community; and

WHEREAS, if the Legislature and Governor failed to act, city streets and county roads would have continued to deteriorate, having many and varied negative impacts on our community; and

WHEREAS, cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network; and

WHEREAS, modernizing the local street and road system provides well-paying construction jobs and boosts local economies; and

WHEREAS, the local street and road system is also critical for farm to market needs, interconnectivity, multimodal needs, and commerce; and

WHEREAS, police, fire, and emergency medical services all need safe reliable roads to react quickly to emergency calls and a few minutes of delay can be a matter of life and death; and

WHEREAS, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduce vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

WHEREAS, restoring roads before they fail also reduces construction time which results in less air pollution from heavy equipment and less water pollution from site run-off; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Corcoran, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The City of Corcoran is adopting the following list of projects planned to be funded in fiscal year 2022-23 with Road Maintenance and Rehabilitation Account revenues:

Project: Shoulder Grading and Widening
Description: Otis Avenue: Orange Avenue to North Avenue, Grading, widening, and update to striping and signage
Location: Otis Avenue: Orange Avenue to Oregon Avenue
Useful Life: 15 to 20 years
Project Starts: July 1, 2022
Project Completion: June 30, 2023
Estimate Cost: \$500,000.00

PASSED AND ADOPTED by the City Council of the City of Corcoran, State of California this 14th day of April, 2020, by the following vote:

AYES:

NOES:

ABSENT:

Patricia Nolen, Mayor

ATTEST: _____
Marlene Lopez, City Clerk

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

CONSENT CALENDAR
ITEM #: 2-D

MEMORANDUM

TO: Corcoran City Council

FROM: Kevin J. Tromborg, Community Development Director

DATE: 3/15/2022

MEETING DATE: 3/22/22

SUBJECT: Certifications and Assurances

RECOMMENDATION: (Voice Vote)

That the Council authorizes the City Manager to sign on their behalf for the Federal Fiscal Year 2022 FTA Certifications and Assurances Signature Page committing the Council and City of Corcoran to comply with all Federal Statues, Regulations, Executive Orders, and Federal Requirements applicable to each application it makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2022.

DISCUSSION:

Before the FTA can award a Federal Grant or agreement, the applicant must submit all certifications and assurances pertaining to itself and its project or projects as required by Federal laws and regulations.

Since 1995, FTA has consolidated the various certifications and assurances that may be required into a single document for publication in the Federal Register.

The City of Corcoran uses FTA funding for its Transit service. This includes funding for operation, expansion of services and capital improvements. Because of these applications and contracts, the City is required to file the attached certifications and assurances.

BUDGET IMPACT:

None, these certifications, and assurances are required to obtain the Federal Funds the City of Corcoran's Transit Division uses for its operation.

ATTACHMENTS:

Certifications and Assurance

City Offices:

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision. Refer to FTA's accompanying Instructions document for more information.

Text in italics is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

- animals held for research, teaching, or other activities supported by this award of assistance.
- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 - (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
 - (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
 - (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget's standard form 424D "Assurances—Construction Programs" and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.324, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.326 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies:

- (a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (a) The applicant certifies that the applicant has not furloughed any employees.

1.6. American Rescue Plan Act Funding.

The applicant certifies:

- (a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA’s state safety oversight programs, and each State that is required to draft and certify a public transportation agency safety plan on behalf of a small public transportation provider pursuant to 49 CFR § 673.11(d). This certification is required by 49 U.S.C. § 5329(d)(1) and 49 CFR § 673.13.

This certification does not apply to any applicant that receives financial assistance from FTA exclusively under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs.

If the applicant is an operator, the applicant certifies that it has established a public transportation agency safety plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673.

If the applicant is a State, the applicant certifies that:

- (a) It has drafted a public transportation agency safety plan for each small public transportation provider within the State, unless the small public transportation provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own public transportation agency safety plan; and
- (b) Each small public transportation provider within the State has a public transportation agency safety plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5) and Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2021, Pub. L. 116-260, div. E, title VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:

- (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
- (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
- (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will

receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;
- (c) Will maintain equipment and facilities in accordance with the applicant’s transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);

- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
 - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and

- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula

Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 672, "Public Transportation Safety Certification Training Program"; and
- (b) Compliant with the requirements of 49 CFR Part 674, "State Safety Oversight".

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;

- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v), a new subsection added by the National Defense Authorization Act for Fiscal Year 2020, Pub. L. 116-92, § 7613 (Dec. 20, 2019). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

**CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS
FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT
PROGRAMS).**

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
 - (1) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014,
 - (2) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
 - (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
 - (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
 - (2) Category 06 (Transit Asset Management Plan),

- (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
- (4) Category 09 (Formula Grants for Rural Areas),
- (5) Category 15 (Alcohol and Controlled Substances Testing), and
- (6) Category 17 (Demand Responsive Service).

CATEGORY 21. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

FEDERAL FISCAL YEAR 2022 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: City of Corcoran

The Applicant certifies to the applicable provisions of all categories: (*check here*) X.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	_____
02 Public Transportation Agency Safety Plans	_____
03 Tax Liability and Felony Convictions	_____
04 Lobbying	_____
05 Private Sector Protections	_____
06 Transit Asset Management Plan	_____
07 Rolling Stock Buy America Reviews and Bus Testing	_____
08 Urbanized Area Formula Grants Program	_____
09 Formula Grants for Rural Areas	_____
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____

Certifications and Assurances

Fiscal Year 2022

- 12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs
- 13 State of Good Repair Grants
- 14 Infrastructure Finance Programs
- 15 Alcohol and Controlled Substances Testing
- 16 Rail Safety Training and Oversight
- 17 Demand Responsive Service
- 18 Interest and Financing Costs
- 19 Cybersecurity Certification for Rail Rolling Stock and Operations
- 20 Tribal Transit Programs
- 21 Emergency Relief Program

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: City of Corcoran

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name Greg Gatzka Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): City of Corcoran

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name Moses Diaz Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

STAFF REPORT

ITEM #: 3

MEMORANDUM

TO: City Council

FROM: Soledad Ruiz-Nunez, Finance Director

DATE: March 22, 2022

MEETING DATE: March 22, 2022

SUBJECT: Warrant Register

Recommendation:

Consider approval of the warrant register(s).

Discussion:

The attached appropriations are for services and supplies utilized by City Departments in order to maintain services for the community. The warrant register(s) will be reviewed at the upcoming meeting and staff can address any questions from Council Members.

Budget Impact:

The warrant register includes expenses approved in the Fiscal Year 2021/2022 Budget and may include items which will be addressed through Budget Amendments.

Attachments:

- Warrant Register #1 for warrant request date: **03/08/2022 FY22**
- Warrant Register #1 for warrant request date: **03/14/2022 FY22**

Accounts Payable

Blanket Voucher Approval Document



User: spineda
Printed: 03/04/2022 - 3:25PM
Warrant Request Date: 3/8/2022
DAC Fund:

Batch: 00501.03.2022 - Wrnt Rgstr 03/08/2022 FY2

Line	Claimant	Amount	
1	American Office Solutions, LLC	1,500.00	
2	American Office Solutions, LLC	135.30	
3	American Office Solutions, LLC	3,213.49	
4	Az Auto Parts	967.43	
5	California Boiler Inc.	1,281.16	
6	Cannon Financial Services, Inc.	476.64	
7	Central Valley Sweeping LLC	6,380.00	
8	Chemical Waste Management Inc	45.00	
9	City of Corcoran	221.30	
10	City of Corcoran	309.24	
11	CJM, JR Suspended Ceilings, Inc.	1,639.00	
12	CopWare, Inc	615.00	
13	Corcoran Community Foundation	75,750.00	
14	Corcoran Publishing Company	72.00	
15	El Rico GSA	8,750.00	
16	ESRI, Inc	11,300.00	
17	Gary V. Burrows Inc.	3,159.74	
18	Gina Fugate	200.00	
19	Jorgensen & Company	600.00	
20	JT2 Inc.	2,865.86	
21	Kings Waste & Recycling	40,032.96	
22	KRC Safety Co. Inc.	81.59	
23	Navia Benefit Solutions	35.00	
24	PG&E	20.33	
25	PG&E	164.81	
26	PG&E	4,712.14	
27	PG&E	9.86	
28	PG&E	92,602.64	
29	Prime Towing & Transport, Inc.	210.00	
30	Ricardo Romero	278.46	
31	Safety-Kleen Systems, Inc	370.22	
32	State Water Resources Control	140.00	
33	The Gas Company	3,877.84	
34	Univar USA Inc	2,263.51	
35	unWired Broadband	199.95	
36	USPS	4,200.00	
37	Wells Fargo Bank, N.A.	1,810.40	
38	WEX BANK	11,343.45	
		Page Total:	\$281,834.32
		Grand Total:	\$281,834.32

Page Total: \$281,834.32

Accounts Payable Voucher Approval List



User: spineda
 Printed: 03/04/2022 - 3:27PM
 Batch: 00501.03.2022 - Writ Rgstr 03/08/2022 FY2022

Warrant Date	Vendor	Description	Account Number	Amount
3/8/2022	American Office Solutions, LLC	PW TRAINING ROOM	104-432-300-200	3,213.49
3/8/2022	American Office Solutions, LLC	BATTERY BACK UP	104-421-300-181	135.30
3/8/2022	American Office Solutions, LLC	PW TRAINING ROOM	104-432-300-200	1,500.00
3/8/2022	Az Auto Parts	WTP SUPPLIES	105-437-300-210	7.88
3/8/2022	Az Auto Parts	BUS 169 KWIKCONNECT & CIG LIGHT	145-410-300-260	29.45
3/8/2022	Az Auto Parts	CLAMPS FOR DISC UNIT 71	120-435-300-140	16.15
3/8/2022	Az Auto Parts	BEARING SET FOR ROLL DISC UNIT 71	120-435-300-140	54.57
3/8/2022	Az Auto Parts	WIPER BLADES FOR UNIT 244	105-437-300-260	22.97
3/8/2022	Az Auto Parts	2 FUEL FILTERS UNIT 117	120-435-300-140	84.33
3/8/2022	Az Auto Parts	BUS 167 METAL VALVE	145-410-300-260	10.00
3/8/2022	Az Auto Parts	SPARK PLUGS & FUEL CAP FOR UNIT 189	105-437-300-260	30.31
3/8/2022	Az Auto Parts	20T JUG WTP	105-437-300-210	43.64
3/8/2022	Az Auto Parts	SPARK TESTER FOR SHOP	104-433-300-210	15.78
3/8/2022	Az Auto Parts	FUEL INJECTOR SET 189	105-437-300-260	609.39
3/8/2022	Az Auto Parts	THERMOSTAT UNIT 189	105-437-300-260	8.71
3/8/2022	Az Auto Parts	BUS 167 CONTOUR BLADES	145-410-300-260	28.88
3/8/2022	Az Auto Parts	FIN CHARGE JAN 2022	105-437-300-210	4.37
3/8/2022	Az Auto Parts	FIN CHARGE FEB 2022	105-437-300-210	1.00
3/8/2022	California Boiler Inc.	WWTP BOILER	120-435-300-140	1,281.16
3/8/2022	Cannon Financial Services, Inc.	COPIER SVC RENTAL & COLOR & B/W @ PD	104-421-300-180	476.64
3/8/2022	Central Valley Sweeping LLC	STREET SWEEPING FEB 2022	112-438-300-200	2,128.00
3/8/2022	Central Valley Sweeping LLC	STREET SWEEPING FEB 2022	109-434-300-200	2,126.00
3/8/2022	Central Valley Sweeping LLC	STREET SWEEPING FEB 2022	121-439-300-200	2,126.00
3/8/2022	Chemical Waste Management Inc	BIN LINER FEE	105-437-300-193	45.00
3/8/2022	City of Corcoran	POSTAGE	104-432-300-152	85.65
3/8/2022	City of Corcoran	WATER FOR CLASS	104-421-300-210	5.59
3/8/2022	City of Corcoran	PER DEIM FLORES A	104-421-300-270	12.00
3/8/2022	City of Corcoran	PER DEIM CHAVARRIA A	104-421-300-270	12.00
3/8/2022	City of Corcoran	PER DEIM PFARR	104-421-300-270	60.00
3/8/2022	City of Corcoran	PER DIEM AGUIRRE	104-421-300-270	12.00
3/8/2022	City of Corcoran	PER DIEM CARRASCO	104-421-300-270	12.00
3/8/2022	City of Corcoran	PER DIEM MCCALISTER	104-421-300-270	110.00
3/8/2022	City of Corcoran	PIZZA SPONSORSHIP FOR PAL RAC TEAM	331-425-300-210	221.30
3/8/2022	CJM, JR Suspended Ceilings, Inc.	JAIL URINAL SCREEN	104-421-300-148	1,639.00
3/8/2022	CopWare, Inc	CPO LEGAL SOURCE /SITE LIC ELECTRONIC & WEB MAY 22-	104-421-300-200	615.00
3/8/2022	Corcoran Community Foundation	FOUNDATION CONTRACT 21-22	138-413-300-206	75,750.00

3/8/2022	Corcoran Publishing Company	NIXEL 1/13/22 & 1/27/22	104-421-300-156	72.00
3/8/2022	El Rico GSA	EL RICO 1ST QTR ASSMT 2022	105-437-300-200	8,750.00
3/8/2022	ESRI, Inc	PO#24803 GIS RENEWAL LIC WTP	105-437-300-210	11,300.00
3/8/2022	Gary V. Burrows Inc.	FUEL STATEMENT	104-421-300-250	1,228.10
3/8/2022	Gary V. Burrows Inc.	FUEL STATEMENT	104-433-300-250	126.39
3/8/2022	Gary V. Burrows Inc.	FUEL STATEMENT	109-434-300-250	997.33
3/8/2022	Gary V. Burrows Inc.	FUEL STATEMENT	112-438-300-250	160.89
3/8/2022	Gary V. Burrows Inc.	FUEL STATEMENT	120-435-300-250	34.13
3/8/2022	Gary V. Burrows Inc.	FUEL STATEMENT	105-437-300-250	612.90
3/8/2022	Gina Fugate	VETS HALL REFUND DEPOSIT 2/24/22	104-000-362-085	200.00
3/8/2022	Jorgensen & Company	ANNUAL FEE FOR FIRE ALARM SYSTEM	105-437-300-200	600.00
3/8/2022	JT2 Inc.	CAL RECYCLE DRINKING FOUNTAIN WITH BOTTLE FILLER	112-436-300-210	2,865.86
3/8/2022	Kings Waste & Recycling	GREEN WASTE 184.81 UNITS/TONS	112-436-300-192	7,392.40
3/8/2022	Kings Waste & Recycling	BLUE CANS 66.98 UNITS/TONS	112-436-300-192	2,679.20
3/8/2022	Kings Waste & Recycling	MISC COMM 516.96 UNITS/TONS	112-436-300-192	29,961.36
3/8/2022	KRC Safety Co. Inc.	MOUNTING BANDS FOR CAMERA	109-434-300-210	81.59
3/8/2022	Navia Benefit Solutions	COBRA ADMIN FEB 2021	104-402-300-200	35.00
3/8/2022	PG&E	ACCT#994970007569	111-601-300-240	9.85
3/8/2022	PG&E	ACCT#994970007569	145-410-300-240	794.46
3/8/2022	PG&E	ACCT#994970007569	138-413-300-200	308.17
3/8/2022	PG&E	ACCT#994970007569	104-412-300-240	694.51
3/8/2022	PG&E	ACCT#994970007569	104-432-300-240	3,503.92
3/8/2022	PG&E	ACCT#994970007569	104-432-320-240	1,528.57
3/8/2022	PG&E	ACCT#994970007569	109-434-300-240	649.46
3/8/2022	PG&E	ACCT#994970007569	120-435-300-240	18,318.33
3/8/2022	PG&E	ACCT#994970007569	121-439-300-240	2,254.52
3/8/2022	PG&E	ACCT#994970007569	105-437-300-240	64,540.85
3/8/2022	PG&E	ACCT#13015938064	104-432-300-240	4,712.14
3/8/2022	PG&E	ACCT#94172356415	301-430-300-316	20.33
3/8/2022	PG&E	ACCT#02640094583	301-430-300-316	164.81
3/8/2022	PG&E	ACCT#84659647279	301-430-300-316	9.86
3/8/2022	Prime Towing & Transport, Inc.	TOWING 2200252 7JRM375	104-421-300-210	210.00
3/8/2022	Ricardo Romero	REIMB RICARDO ROMERO LAST HOUSING PAYMENT	177-448-365-099	278.46
3/8/2022	Safety-Kleen Systems, Inc	PARTS CLEANER SVC	104-433-300-200	370.22
3/8/2022	State Water Resources Control	OP CERT RENEWAL D-3 E BOYETT	105-437-300-160	140.00
3/8/2022	The Gas Company	ACCT#11484795064	138-413-300-200	3,877.84
3/8/2022	Univar USA, Inc	SODIUM HYCOCHLORITE CHEMICALS	105-437-300-219	2,263.51
3/8/2022	unWired Broadband	INTERNET SVC WTP	105-437-300-220	199.95
3/8/2022	USPS	POSTAGE FOR BILLING	104-405-300-150	4,200.00
3/8/2022	Wells Fargo Bank, N.A.	TEMP WORKER W CHAVEZ	104-412-300-200	905.20
3/8/2022	Wells Fargo Bank, N.A.	TEMP WORKER W CHAVEZ	104-412-300-200	905.20
3/8/2022	WEX BANK	FUEL STATEMENT	104-406-300-250	206.15
3/8/2022	WEX BANK	FUEL STATEMENT	104-421-300-250	4,690.99
3/8/2022	WEX BANK	FUEL STATEMENT	105-437-300-250	1,704.19
3/8/2022	WEX BANK	FUEL STATEMENT	120-435-300-250	868.81

3/8/2022	WEX BANK	FUEL STATEMENT	109-434-300-250	316.08
3/8/2022	WEX BANK	FUEL STATEMENT	104-412-300-250	376.61
3/8/2022	WEX BANK	FUEL STATEMENT	104-431-300-250	173.99
3/8/2022	WEX BANK	FUEL STATEMENT	104-432-300-250	96.35
3/8/2022	WEX BANK	FUEL STATEMENT	104-432-300-250	-7.24
3/8/2022	WEX BANK	FUEL STATEMENT	145-410-300-250	2,917.52
Warrant Total:				281,834.32

Accounts Payable

Blanket Voucher Approval Document



User: spineda
 Printed: 03/14/2022 - 2:30PM
 Warrant Request Date: 3/14/2022
 DAC Fund:

Batch: 00502.03.2022 - Wrnt Rgstr 03/22/2022 FY2

Line	Claimant	Amount
1	A & M Consulting Engineers	52,313.30
2	Acme Rotary Broom Service	1,124.20
3	Action Equipment Rentals	257.74
4	American Office Solutions, LLC	20.00
5	American Office Solutions, LLC	150.00
6	American Office Solutions, LLC	400.00
7	AT&T Mobility	41.82
8	Beatwear Inc	2,617.16
9	Best Deal Food Co Inc.	46.10
10	Caves & Associates	525.00
11	Chemical Waste Management Inc	2,671.77
12	Dept of Agriculture	80.00
13	Dept of Justice	558.00
14	Dura Tech USA, Inc.	786.43
15	Felder Communications	265.21
16	Frontier Communications	124.98
17	Frontier Communications	305.73
18	Frontier Communications	279.90
19	Frontier Communications	55.56
20	Frontier Communications	292.67
21	GMS, Inc.	396.52
22	Gonzalez Lawn Service	200.00
23	GPS International Technologies	240.00
24	JT2 Inc.	501,031.71
25	Manuel Zapata Tree Service	2,200.00
26	Office Depot	795.38
27	O'Reilly	4.05
28	PG&E	96,360.45
29	PG&E	5,410.47
30	Public Interest Law Foundation	2,554.14
31	Radius Tire Co.	40.00
32	Richard's Chevrolet	3,005.38
33	SNUG	100.00
34	Springbrook Holding Company LLC	1,667.50
35	State Water Resources Control	100.00
36	Tangram	4,874.57
37	TF Tire & Service	317.52
38	The Gas Company	230.26
39	The Gas Company	621.80
40	The Gas Company	14.79
41	The Gas Company	2,225.61
42	TSA Consulting Group, Inc.	50.00
43	Tule Trash Company	100,941.59
44	UNIFIRST Corporation	1,849.69
45	Verizon Wireless	836.22
46	W3i Engineering	21,389.80

Page Total: \$140.00

Grand Total: \$810,513.02

Page Total: \$140.00

Accounts Payable Voucher Approval List

User: spineda
 Printed: 03/14/2022 - 2:30PM
 Batch: 00502.03.2022 - Wmt Regstr 03/22/2022 FY2022



Warrant Date	Vendor	Description	Account Number	Amount
3/14/2022	A & M Consulting Engineers	PROP 68 GATEWAY PARK CONSTRUCTION ENGINEERING	307-449-300-200	1,032.30
3/14/2022	A & M Consulting Engineers	CML 5223 -022 PHASE 1 BICYCLE & PEDESTRIAN FACILITIES	109-434-300-200	9,660.00
3/14/2022	A & M Consulting Engineers	CML 5223 -022 PHASE 2 BICYCLE & PEDESTRIAN FACILITIES	109-434-300-200	10,764.00
3/14/2022	A & M Consulting Engineers	HSPSL-5223--024 CYCLE 10 DOCS & GRADING SHEETS	109-434-300-200	4,032.00
3/14/2022	A & M Consulting Engineers	HSR STORMWATER BASIN RELOCATION CONSTRUCTION DC	105-437-300-200	17,625.00
3/14/2022	A & M Consulting Engineers	WELL 5: DEVELOPMENT & IMPROVEMENTS	105-437-300-200	9,200.00
3/14/2022	Acme Rotary Broom Service	SWEEPER BROOMS FOR #134	112-438-300-200	1,124.20
3/14/2022	Action Equipment Rentals	BOOMLIFT RENTAL FOR STREETS CAMERA	109-434-300-180	257.74
3/14/2022	American Office Solutions, LLC	PHONE CALL REGARDING BUS TABLETS	145-410-300-200	20.00
3/14/2022	American Office Solutions, LLC	FIREWALL UPGRADE	104-421-300-181	150.00
3/14/2022	American Office Solutions, LLC	COBAN DOWN	104-421-300-181	400.00
3/14/2022	AT&T Mobility	INV#834605440X03012022	120-435-300-220	41.82
3/14/2022	Beatwear Inc	UNIFORM SALAS	104-421-300-210	1,200.00
3/14/2022	Beatwear Inc	SOFT BADGES	104-421-300-210	461.13
3/14/2022	Beatwear Inc	UNIFORMS SEVILLA	104-421-300-210	700.00
3/14/2022	Beatwear Inc	RANGE ATTIRE	104-421-300-210	256.03
3/14/2022	Best Deal Food Co Inc.	AC KENNELS	104-421-300-203	46.10
3/14/2022	Caves & Associates	NEGOTIATIONS MARCH 2022	104-402-300-200	525.00
3/14/2022	Chemical Waste Management Inc	SLUDGE REMOVAL	105-437-300-193	2,671.77
3/14/2022	Depart of Agriculture	PESTICIDES SAFETY TRAINING P MCBRIDE	104-412-300-270	10.00
3/14/2022	Depart of Agriculture	PESTICIDES SAFETY TRAINING J MUSTAIN	109-434-300-270	10.00
3/14/2022	Depart of Agriculture	PESTICIDES SAFETY TRAINING A SIERRA	109-434-300-270	10.00
3/14/2022	Depart of Agriculture	PESTICIDES SAFETY TRAINING D ARREDONDO	105-437-300-270	10.00
3/14/2022	Depart of Agriculture	PESTICIDES SAFETY TRAINING J GUERRERO	105-437-300-270	10.00
3/14/2022	Depart of Agriculture	PESTICIDES SAFETY TRAINING D ZABLE	105-437-300-270	10.00
3/14/2022	Depart of Agriculture	PESTICIDES SAFETY TRAINING A CHAVEZ	105-437-300-270	10.00
3/14/2022	Depart of Agriculture	PESTICIDES SAFETY TRAINING C ESPINOZA	120-435-300-270	10.00
3/14/2022	Dept of Justice	LIVE SCAN FEES FEB 2022	104-421-300-148	558.00
3/14/2022	Dura Tech USA, Inc.	MDT DOCKING STATION	104-421-300-260	786.43
3/14/2022	Felder Communications	EAR PIECES	104-421-300-141	265.21
3/14/2022	Frontier Communications	ACCT#20914815380301985	136-415-300-220	55.56
3/14/2022	Frontier Communications	ACCT#55999210200731195	104-421-300-220	305.73
3/14/2022	Frontier Communications	ACCT#55999214080910985	104-432-300-220	124.98
3/14/2022	Frontier Communications	ACCT#55999241850629065	105-437-300-220	279.90

3/14/2022	Frontier Communications	ACCT#55999212160621185	145-410-300-220	292.67
3/14/2022	GMS, Inc.	ANNUAL 1098 SUPPLIES	178-441-300-200	396.52
3/14/2022	Gonzalez Lawn Service	527 DAIRY AVE WEED ABATEMENT	301-430-300-200	150.00
3/14/2022	Gonzalez Lawn Service	1901 PATTERSON AVE LAWN SVC	301-430-300-200	50.00
3/14/2022	GPS International Technologies	TRACKFUSION DEVICE #6195174764	104-421-300-210	240.00
3/14/2022	JT2 Inc.	PROP 68 GRANT CONSTRUCTION OF GATEWAY PARK	307-449-500-530	501,031.71
3/14/2022	Manuel Zapata Tree Service	REMOVAL OF DOWNTOWN TREES WHITLEY & CHASE AVE.	104-412-300-200	2,200.00
3/14/2022	Office Depot	POST ITS, PENS, COPY PAPER FOR CITY HALL	104-432-300-150	242.13
3/14/2022	Office Depot	COPY PAPER FOR CITY HALL	104-432-300-150	320.33
3/14/2022	Office Depot	ENVELOPES FOR CITY HALL	104-432-300-150	39.14
3/14/2022	Office Depot	INK CARTRIDGE/OFFICE PRINTER-SANDRA P	104-405-300-150	176.90
3/14/2022	Office Depot	STAPLER-SANDRA P	104-405-300-150	16.88
3/14/2022	O'Reilly	BUS 167 VALVE	145-410-300-260	4.05
3/14/2022	PG&E	ACCT#99497000756-9	111-601-300-240	9.53
3/14/2022	PG&E	ACCT#99497000756-9	145-410-300-240	672.84
3/14/2022	PG&E	ACCT#99497000756-9	138-413-300-200	3,210.88
3/14/2022	PG&E	ACCT#99497000756-9	104-412-300-240	804.46
3/14/2022	PG&E	ACCT#99497000756-9	104-432-300-240	4,916.97
3/14/2022	PG&E	ACCT#99497000756-9	104-432-320-240	77.61
3/14/2022	PG&E	ACCT#99497000756-9	109-434-300-240	387.51
3/14/2022	PG&E	ACCT#99497000756-9	120-435-300-240	16,225.05
3/14/2022	PG&E	ACCT#99497000756-9	121-439-300-240	826.46
3/14/2022	PG&E	ACCT#99497000756-9	105-437-300-240	69,229.14
3/14/2022	PG&E	ACCT#5304135173-4	111-602-300-200	264.56
3/14/2022	PG&E	ACCT#5304135173-4	111-601-300-240	75.68
3/14/2022	PG&E	ACCT#5304135173-4	111-603-300-240	11.24
3/14/2022	PG&E	ACCT#5304135173-4	111-604-300-240	98.62
3/14/2022	PG&E	ACCT#5304135173-4	104-412-300-240	11.73
3/14/2022	PG&E	ACCT#5304135173-4	109-434-300-240	4,868.82
3/14/2022	PG&E	ACCT#5304135173-4	111-605-300-200	79.82
3/14/2022	Public Interest Law Foundation	CURTIMADE FEB 2022	105-437-300-200	443.00
3/14/2022	Public Interest Law Foundation	COM DEV FEB 2022	104-403-300-200	141.00
3/14/2022	Public Interest Law Foundation	GEN ADMIN EXPENSES FEB 2022	104-403-300-200	1,838.64
3/14/2022	Public Interest Law Foundation	HUMAN RESOURCES FEB 2022	104-403-300-200	131.50
3/14/2022	Radius Tire Co.	UNIT 265 MOUNT & BALANCE	104-421-300-260	40.00
3/14/2022	Richard's Chevrolet	SERVICE/REPAIR UNIT 220	104-421-300-260	3,005.38
3/14/2022	SNUG	ANNUAL MEMBERSHIP DUES -SUG SPRINGBROOK	104-405-300-170	100.00
3/14/2022	Springbrook Holding Company LLC	JAN 2022 ONLINE PAYMENT	105-437-300-200	833.74
3/14/2022	Springbrook Holding Company LLC	JAN 2022 ONLINE PAYMENT	112-436-300-200	416.88
3/14/2022	Springbrook Holding Company LLC	JAN 2022 ONLINE PAYMENT	120-435-300-200	250.13
3/14/2022	Springbrook Holding Company LLC	JAN 2022 ONLINE PAYMENT	121-439-300-200	166.75
3/14/2022	State Water Resources Control	D-3 EXAM APPLICATION A CHAVEZ	105-437-300-160	100.00
3/14/2022	Tangram	DESK- DETECTIVES	114-414-300-210	4,874.57
3/14/2022	TF Tire & Service	BUS 167 2 NEW TIRES	145-410-300-260	317.52

ATTACHMENT C
MONITORING INSTALLATION SCOPE OF WORK

Overview of DAS Network Installation and Equipment Requirements

ENGIE Services U.S. will provide a revenue-grade billing, data acquisition system (DAS). This will provide readily available access to various internal and external information collected on the distributive generation (i.e., solar PV) plant.

ENGIE Services U.S. DAS Monitoring Installation:

- Supply and install hardware specific to the DAS system.
- Supply and install, terminate, label, and test all Data Point of Connection (DPOC) communication cabling from each DAS node to the predetermined and respective DPOC(s); in accordance with Corcoran's specifications.
- Test and verify Corcoran/Facility network connectivity.
 - TCP/IP internal addressing and verification
- Supply, install, and configure a Modbus based digital Net Energy Meter (NEM).
- Connect the data portion of digital NEM(s) to their respective DPOC(s).
- Supply, install, and configure a Modbus based digital Net Generation Output Meter (NGOM).
- Perform the physical installation, labeling, testing and certification testing of each data circuit from the digital NEM(s) to their respective DPOC(s).
- Provide basic system training to designated Corcoran/Facility maintenance staff.

ATTACHMENT D
M&V SERVICES

EQUIPMENT AND FACILITIES COVERED

ENGIE Services U.S. will perform measurement and verification services ("M&V Services") as set forth in this Attachment E with respect to Corcoran's property at the Project Locations previously shown in Attachment A.

i. Definitions:

Capitalized terms used in this Attachment E and not defined in the Contract, have the meanings set forth below:

"Accumulated Savings" means, as of any date of determination, the cumulative total of Excess Savings.

"Actual Energy Rate" means, for any Measurement Period, utility rates calculated by ENGIE Services U.S. using actual utility billing information supplied by Corcoran for that Measurement Period.

"Assessment Work" means work required to assess the effect on EC Savings for any significant changes to the Facilities (including, but not limited to, building additions, new buildings, and new or changed HVAC equipment).

"Average Energy Unit Savings" means, with respect to any number of consecutive Measurement Periods, the arithmetic mean of the Energy Unit Savings for such number of Measurement Periods.

"Base Energy Rate" means the dollars per energy unit for each building and/or each ECM, set forth in this Attachment E, Section (III), and used by ENGIE Services U.S. to calculate the EC Savings.

"Baseline" means the energy use established by ENGIE Services U.S. from time to time for each building in the Facilities, taking into consideration Energy Use Factors for such buildings.

"EC Savings" means the savings in units of dollars (\$) calculated by ENGIE Services U.S. in the manner set forth in this Attachment E, Section (III), achieved through the reduction in consumption or demand through implementation of the Work.

"Energy Rate Factors" means factors identified by ENGIE Services U.S. which may affect utility rates from the local utility companies.

"Energy Savings Report" is defined in this Attachment E, Section (II)(D).

"Energy Savings Term" means the period beginning on the first day of the Construction Period and ending on the earlier of: (i) the day immediately preceding the twentieth (20th) anniversary of the M&V Commencement Date; (ii) the termination of the Contract; or (iii) the termination by Corcoran of the M&V Services in accordance with this Attachment E, Section (II)(G).

"Energy Unit Savings" means the savings in units of energy, power, water, etc., calculated by ENGIE Services U.S. in the manner set forth in this Attachment E, Section (III), achieved through the reduction in consumption or demand through implementation of the Work.

"Energy Use Factors" means factors identified by ENGIE Services U.S. which may affect the Baselines or energy use for the Facilities, including but not limited to: hours and levels of occupancy; adjustments in labor force; building use and operational procedures; temperature, humidification, and ventilation levels; installed lighting and scheduled use; building construction and size; general level of repair and efficiency of heating and air conditioning equipment and other energy-using equipment; and amount of heating and air conditioning and other energy-using equipment.

"Energy Use Savings" means, for any Measurement Period, those savings, having units of dollars (\$), achieved for such Measurement Period through reductions in energy use, energy demand, water use, and the use of other commodities.

"Excess Savings" means the excess of EC Savings over Guaranteed Savings, calculated in the manner set forth in this Attachment E, Section (II)(I)(iv).

"Guarantee Payment" means, for any Measurement Period, either: (i) a cash payment by ENGIE Services U.S. to Corcoran in an amount equal to the Guarantee Shortfall for that Measurement Period pursuant to

this Attachment E, Section (II)(A)(ii); or (ii) additional energy services or energy saving retrofits requested by Corcoran with an agreed value equal to the Guarantee Shortfall for that Measurement Period pursuant to this Attachment E, Section (II)(A)(iii).

"**Guarantee Shortfall**" means an amount calculated in accordance with this Attachment E, Section (II)(I)(v).

"**Guaranteed Savings**" means, for any Measurement Period, the dollar amount set forth below for such Measurement Period, as the same may be adjusted from time to time by ENGIE Services U.S. for changes in Energy Rate Factors, Energy Use Factors and consequential revisions to the relevant Baseline:

Measurement Period	Expected Savings (Stipulated)	Expected Savings (Option B - BESS)	Expected Savings (Option B - PV)	Guaranteed Savings
1	\$26,798	\$20,535	\$532,178	\$579,511
2	\$28,138	\$21,562	\$555,993	\$605,693
3	\$29,545	\$22,640	\$580,874	\$633,059
4	\$31,022	\$23,772	\$606,868	\$661,662
5	\$32,573	\$24,961	\$634,025	\$691,559
6	\$34,202	\$26,209	\$662,398	\$722,809
7	\$35,912	\$27,519	\$692,040	\$755,471
8	\$37,708	\$28,895	\$723,009	\$789,612
9	\$39,593	\$30,340	\$755,363	\$825,296
10	\$41,573	\$31,857	\$789,166	\$862,596
11	\$43,652	\$33,450	\$824,481	\$901,583
12	\$45,835	\$35,123	\$861,377	\$942,335
13	\$48,127	\$36,879	\$899,923	\$984,929
14	\$50,533	\$38,723	\$940,195	\$1,029,451
15	\$53,060	\$40,659	\$982,269	\$1,075,988
16	\$55,713	\$0	\$1,026,225	\$1,081,938
17	\$58,499	\$0	\$1,072,149	\$1,130,648
18	\$61,424	\$0	\$1,120,127	\$1,181,551
19	\$64,495	\$0	\$1,170,253	\$1,234,748
20	\$67,720	\$0	\$1,222,622	\$1,290,342

"**IPMVP**" means the International Performance Measurement and Verification Protocol prepared by Efficiency Valuation Organization.

"**Projected Energy Savings**" means those Energy Unit Savings, which ENGIE Services U.S. anticipates will be realized from the installation and continued operation of the Work, as set forth in this Attachment E, Section (III).

"**Savings Guarantee**" is defined in this Attachment E, Section (III)(A)(i).

II. Terms and Conditions

A. Guaranteed Savings.

- i. Savings Guarantee. Upon the terms and subject to the conditions set forth herein, ENGIE Services U.S. warrants that Corcoran will realize total EC Savings during the Energy Savings Term of not less than the total Guaranteed Savings (the "Savings Guarantee"), as the same may be adjusted from time to time for changes in Energy Rate Factors, Energy Use Factors and consequential revisions to the relevant Baseline.
- ii. Guarantee Payment. For any Measurement Period in which there is a Guarantee Shortfall, ENGIE Services U.S. will pay to Corcoran, within thirty (30) calendar days after the acceptance by Corcoran of the Energy Savings Report for such Measurement Period, the Guarantee Payment for that Measurement Period.

- iii. Services or Retrofits in Lieu of Guarantee Payment. If in the judgment of Corcoran, Corcoran would benefit from additional energy services or energy saving retrofits, Corcoran and ENGIE Services U.S. may mutually agree that ENGIE Services U.S. will provide such services or retrofits in lieu of the Guarantee Payment for such Measurement Period. For the purposes of this Contract, such services or retrofits will have a deemed value equal to the Guarantee Shortfall for that Measurement Period.
- iv. Excess Savings. For any Measurement Period in which there are Excess Savings, Corcoran will repay to ENGIE Services U.S., to the extent of such Excess Savings, any Guarantee Payments previously paid by ENGIE Services U.S. to Corcoran and not previously repaid to ENGIE Services U.S. by Corcoran, and the Excess Savings for such Measurement Period will be reduced by the amount of such repayment. If ENGIE Services U.S. has provided services or retrofits in lieu of the Guarantee Payment for a prior Measurement Period, such that the Guarantee Payment for such Measurement Period cannot be repaid by Corcoran, then in lieu of such repayment Excess Savings will be increased by the deemed value of such services or retrofits.
- v. Excusable Events. If ENGIE Services U.S. is delayed in, or prevented from, accurately calculating the actual EC Savings for any day of any Measurement Period by reason of any Excusable Event, such circumstance will not constitute a default, and ENGIE Services U.S. will be excused from performing the M&V Services while such event is continuing. During such event, Projected Energy Savings for the month(s) in which such event is continuing will be used in lieu of actual data; *provided* that if three (3) or more years of post M&V Commencement Date data are available for such month(s), the historical average of such data for such month(s) will be used in lieu of Projected Energy Savings.
- vi. Average Energy Unit Savings. For any Measurement Period beginning with the fifth (5th), upon completion of that Measurement Period's Energy Savings Report, ENGIE Services U.S. has the right to calculate the Average Energy Unit Savings which have occurred over all previous Measurement Periods. The Average Energy Unit Savings will be applied to all subsequent Measurement Periods to determine the Energy Unit Savings for each remaining Measurement Period. After applying such Average Energy Unit Savings for each subsequent Measurement Period and calculating the resulting EC Savings, if the EC Savings for any future Measurement Period is greater than the Guaranteed Savings for that Measurement Period, then such excess will be Excess Savings and the Savings Guarantee will have been met for that Measurement Period. If such calculated EC Savings for any future Measurement Period is less than the Guaranteed Savings for that Measurement Period, then ENGIE Services U.S. will apply Accumulated Savings then outstanding to determine whether there is a Guarantee Shortfall for that Measurement Period. If a Guarantee Shortfall is calculated to exist for a future Measurement Period, ENGIE Services U.S. may, in its sole discretion, pay to Corcoran, not later than the ninetieth (90th) day of such future Measurement Period, the net present value of the Guarantee Shortfall for any or all of such future Measurement Period(s). Net present value will be determined using a discount rate of ten percent (10%).

B. Changes in Energy Use Factors.

- i. Adjustments to Baselines. Corcoran will notify ENGIE Services U.S. in writing within ten (10) Business Days of any change in any Energy Use Factor. In addition, data collected by ENGIE Services U.S. during or before the Energy Savings Term may indicate a change in the energy use pattern at the Facilities or any portion thereof and require a change to one or more Baselines. ENGIE Services U.S. will determine the effect that any such change will have on EC Savings and present to Corcoran a written analysis of the effects of such changes. ENGIE Services U.S. will also make corresponding revisions to the Baselines and/or EC Savings that it deems appropriate in its reasonable discretion.
- ii. Adjustments to Guaranteed Savings. If a change in any Energy Rate Factor or Energy Use Factor results in a reduction of EC Savings, then the Guaranteed Savings for the corresponding Measurement Period(s) will be decreased by the same amount. ENGIE Services U.S. will notify Corcoran, in writing, of all such changes.
- iii. Changes to Facilities. Corcoran or ENGIE Services U.S. may from time to time propose to make changes to the Facilities for the express purpose of increasing EC Savings or addressing events beyond its control. It is agreed that these changes will only be made with the written consent of both Parties, which will not be unreasonably withheld. The Baseline

will not be adjusted to reflect any changes agreed to under this Attachment E, Section (II)(B)(iii).

- iv. Baseline Adjustment. If ENGIE Services U.S. proposes changes to the Facilities that would not unreasonably interfere with the conduct of Corcoran's business or cause Corcoran to incur additional costs, and Corcoran does not consent to the changes, then ENGIE Services U.S. will adjust the Baselines upward by the amount of savings projected from the changes.
- v. Projected Energy Savings. During the Energy Savings Term, when the ultimate effect of the Work on EC Savings cannot be accurately determined due to pending construction or changes to the Scope of Work, Projected Energy Savings for the Facilities will be used until the effect of the changes can be determined by ENGIE Services U.S.
- vi. Assessment Work. ENGIE Services U.S. has the right to charge Corcoran for Assessment Work, which will be billed at current ENGIE Services U.S. engineering rates and will be paid by Corcoran within thirty (30) calendar days after receiving ENGIE Services U.S.'s invoice. Before initiating Assessment Work, ENGIE Services U.S. will notify Corcoran in writing of the intent and estimated cost associated with the Assessment Work. Corcoran will, within forty-five (45) calendar days, give ENGIE Services U.S. written permission to proceed or, alternatively at no charge to ENGIE Services U.S., to stipulate that the Projected Energy Savings for the portion of the Facility in question be used for the purpose of meeting the Savings Guarantee for such Measurement Period and thereafter. If ENGIE Services U.S. does not receive written notice within forty-five (45) calendar days, the Projected Energy Savings for the portion of the Facility in question will be used until such time as Corcoran approves the Assessment Work.
- vii. Changes in Energy Use Factors. If Corcoran fails to notify ENGIE Services U.S. of changes in Energy Use Factors or fails to supply ENGIE Services U.S. in a timely manner with information that is requested by ENGIE Services U.S. for the calculation of EC Savings, the Energy Unit Savings for the relevant Measurement Period will be deemed equal to the corresponding Projected Energy Savings for such period. If information for the relevant Measurement Period is supplied at a later date, the Energy Unit Savings will be modified only if and to the extent that the calculated savings for such period exceed the Projected Energy Savings for such period.
- viii. Change Order – Savings Effect. ENGIE Services U.S. will calculate the energy impact of any Change Orders.
- ix. Changes in Savings Calculations. Any changes made by ENGIE Services U.S. to the savings calculations will be presented to Corcoran in advance. Corcoran will have thirty (30) calendar days to challenge or question the changes in writing.
- x. Inspection of Facilities. Corcoran agrees that ENGIE Services U.S. will have the right, with or without prior notice, to inspect the Facilities to determine if Corcoran has consistently complied with its obligations as set forth above. If any inspection discloses that Corcoran has failed, on or prior to the date of such inspection, to be in compliance with any of its obligations, then the Guaranteed Savings will be assumed to have been achieved for the portion of the Energy Savings Term during which such failure will have existed.
- xi. Interference. Corcoran may not cause and will take all commercially reasonable steps to prevent any third party from causing, any overshadowing, shading or other interference with the solar insolation that falls on the Generating Facility. Upon discovering, or otherwise becoming aware of, any actual or potential overshadowing, shading or other interference with insolation, Corcoran will promptly notify ENGIE Services U.S. If an unforeseeable overshadowing or shading condition not caused by ENGIE Services U.S. or its subcontractors exists and continues for five (5) Business Days or more, Corcoran agrees that the Guaranteed Savings for such Generating Facility will be reduced based upon such shading condition, and ENGIE Services U.S. may present Corcoran with a proposed reduction to the Guaranteed Savings reflecting such overshadowing, shading or other interference.

C. Corcoran Maintenance. Beginning at Beneficial Use or Substantial Completion for any portion of the Work, Corcoran will maintain such portion of the Work and upon Final Completion will maintain the Project, in accordance with the maintenance schedules and procedures recommended by ENGIE Services U.S. and by the manufacturers of the relevant equipment, such maintenance to include

maintaining all landscaping (including tree trimming) in and around the Generating Facilities. Corcoran is also responsible for managing the benefitting accounts designated to receive generation credits in regard to the Utility's RES-BCT tariff to ensure that generation is credited at the preferred rate.

D. Energy Savings Report. Annually during the first five (5) Measurement Periods of the Energy Savings Term, ENGIE Services U.S. will submit to Corcoran an energy savings report containing a precise calculation of the EC Savings during the applicable Measurement Period (an "Energy Savings Report"). ENGIE Services U.S. will use its best efforts to submit such Energy Savings Report within ninety (90) calendar days after receipt of all needed information for a Measurement Period, unless additional information is needed to accurately calculate the EC Savings, in which case Corcoran will be notified of such a situation within the ninety (90) calendar-day period.

E. On-Site Measurements. Corcoran irrevocably grants to ENGIE Services U.S. the right, during the Energy Savings Term, to monitor EC Savings and energy management performance by conducting on-site measurements, including, but not limited to, reading meters and installing and observing on-site monitoring equipment. ENGIE Services U.S. will not exercise such right in a manner that unreasonably interferes with the business of Corcoran as conducted at the Facilities as of the date hereof. Corcoran will cooperate fully with the exercise of such right by ENGIE Services U.S. pursuant to this Attachment E, Section (II)(E). Corcoran will further cooperate with ENGIE Services U.S.'s performance of the M&V Services by providing utility information, changes in Energy Use Factors, and/or additional information as reasonably requested by ENGIE Services U.S.

F. Not Used.

G. Termination of Guaranteed Savings. If (i) Corcoran notifies ENGIE Services U.S. in writing of its intent to terminate the M&V Services, (ii) the Contract is terminated by ENGIE Services U.S. for default by Corcoran or by Corcoran for any reason permitted by the Contract, (iii) ENGIE Services U.S. is no longer the provider of the Maintenance Services set forth in Attachment F, or (iv) Corcoran fails to maintain the Project in accordance with this Attachment E, Section (II)(C), or is in default of any of its other obligations under this Attachment E, the obligation of ENGIE Services U.S. to prepare and deliver the Energy Savings Report and to make a Guarantee Payment will also be terminated. If such termination occurs on a date other than the last day of a Measurement Period, ENGIE Services U.S. will have no obligation to make a Guarantee Payment or prepare and deliver an Energy Savings Report for such Measurement Period.

H. Not Used.

I. Calculations.

- i. Calculation of Accumulated Savings. Accumulated Savings will be increased, for any Measurement Period, by the amount of Excess Savings during such Measurement Period, and will be decreased, for any Measurement Period, by the *difference*, to the extent positive, between (i) the Guaranteed Savings for such Measurement Period *minus* (ii) the EC Savings for such Measurement Period. For the avoidance of doubt, Accumulated Savings will not be reduced below zero.
- ii. Calculation of EC Savings. EC Savings for any Measurement Period will be equal to the *sum*, for such Measurement Period, of (i) the Energy Use Savings, *plus* (ii) the Stipulated Non-Energy Savings, in each case as adjusted for changes in Energy Use Factors during such Measurement Period. EC Savings achieved during the Construction Period will be included in the EC Savings for the first Measurement Period.
- iii. Calculation of Energy Use Savings. Energy Use Savings will be calculated by ENGIE Services U.S. as the *product* of (i) the Energy Unit Savings *multiplied by* (ii) the greater of (a) the applicable Base Energy Rate or (b) the applicable Actual Energy Rate.
- iv. Calculation of Excess Savings. From and after the M&V Commencement Date, Excess Savings will be calculated by ENGIE Services U.S. as the *difference*, to the extent positive, between (i) the EC Savings for the relevant Measurement Period *minus* (ii) the Guaranteed Savings for such Measurement Period. During the Construction Period, Excess Savings will be calculated by ENGIE Services U.S. in the manner set forth in this Attachment E, Section (III). For the avoidance of doubt, Excess Savings will not be reduced below zero.
- v. Calculation of Guarantee Shortfall. The Guarantee Shortfall, for any Measurement Period, will be calculated by ENGIE Services U.S. as the *difference*, to the extent positive, between

(i) the Guaranteed Savings for such Measurement Period *minus* (ii) the sum of (a) EC Savings for such Measurement Period plus (b) Accumulated Savings then outstanding.

III. Methodologies and Calculations

The following details the methodologies and calculations to be used in determining the Energy Unit Savings under this Contract.

Table E-1: Measurement and Verification Methods

ECM	ECM Description	M&V Method	
		Electric Usage	Electric Demand
L-01	Interior & Exterior LED Lighting Upgrades	Stipulated	N/A
M-01	Pool Pump Variable Frequency Drive (VFD)	Stipulated	N/A
RE-01	Solar Photovoltaic (PV) Systems	Option B	N/A
RE-02	Battery Energy Storage System (BESS)	Option B	Option B

1. M&V Option B: Energy savings performance of Scope of Work are measured and verified at the end-use site. Option B techniques are designed for projects where long-term continuous measurement of performance is desired and warranted. Under Option B, while some parameter may be stipulated or measured once then stipulated, some individual loads are continuously monitored to determine performance; and this measured performance is compared with an equipment-use Baseline to determine the Energy Unit Savings.
 - a. ENGIE Services U.S. will supply a one-time report to Corcoran detailing any initial measurements taken to establish usage Baselines or other parameters. Ongoing post-retrofit measurements will be compared to the Baselines, and the quantified Energy Unit Savings will be calculated and presented in ongoing reports. During the Construction Period, the Energy Unit Savings will be calculated by adding the savings measured for the whole months between Substantial Completion or Beneficial Use of the EC Measure and the M&V Commencement Date.
 - b. Scope of Work

RE – 01: Solar Photovoltaic (PV) Systems

- i. No baseline measurements are necessary because pre-retrofit PV production is zero. Kilowatt-hours produced by the PV system will be measured using automated metering. Measured interval production kilowatt-hours will be compared against production shown on the monthly utility bills and any differences will be reconciled. Projected kWh production is shown in *Table E-2* below and is projected to degrade by 0.5% per year.

Table E-2: First Year Solar PV Production (RE-01)

Location/ECM	Projected Annual Production (kWh)
City Hall	105,047
Police Department	109,932
Community Pool	123,127
Well 2A	1,091,550
Well 4A	784,813
Water Treatment Plant	602,596
Wastewater Treatment Plant	290,748
Wastewater Treatment Ponds	412,631

Total	3,520,444
--------------	------------------

- ii. **Assumptions:** Once Work is Substantially Complete, these savings will be measured and verified monthly for the Energy Savings Term.
- iii. **Baselines and Projected Savings:** EC Savings will be determined by multiplying the Energy Unit savings by the applicable Base Energy Rate. EC Savings will be calculated and presented in on-going reports.

RE – 02: Battery Energy Storage System (BESS)

- i. **Metering Plan:** Four meters will be needed to measure savings associated with this ECM. M1 – measures the electricity imported from and exported to Utility. M2 – measures the PV Production flowing into the facility electrical distribution system. M3 – will measure the flow of electricity into and out of the energy storage system. M4 – will measure the actual energy consumed by facility electrical loads. In some facilities, the installation of M4 is not feasible. Installation of M4 offers redundancy of metering such that with one non-functional meter, the BESS savings can still be determined. All meters will be configured to read positive in the direction of facility load and negative away from the facility load.
- ii. **Baselines and Projected Savings:** The baseline consumption will be determined every 15 minutes and will be the consumption recorded by the sum of meters M1 and M3. The energy and demand recorded by this meter will be divided into time-of-use categories that correspond to the appropriate Utility rate structure in effect on the date of execution of this agreement. Projected Savings are presented in *Table E-3* below.
- iii. **Post-retrofit Usage Determination:** Post-Retrofit usage will also be determined every 15 minutes and will be divided into the same time-of-use categories as the baseline use. The equation used to determine the Post-Retrofit use will be meter M1.
- iv. **Energy Unit Savings:** Energy Unit Savings (kWh) will be calculated for each time of use category by subtracting the post-retrofit consumption from the baseline consumption within each time-of-use category, then summing for all intervals within each time-of-use category.

$$Energy\ Unit\ Savings = \sum_{intervals} Baseline - PostRetrofit$$

Energy Unit Savings (kW) will be calculated by selecting the maximum baseline demand measured in each month in any 15-minute interval for each time-of-use category and subtracting the post-retrofit demand measured at the same time interval for each month and each time-of-use category.

$$Energy\ Unit\ Savings = \sum_{Months} Baseline_{Max} - Post\ Retrofit_{Max}$$

$$Savings = \sum_{Months} Baseline_{Max} - Post\ Retrofit_{Max}$$

- v. **Non-routine Adjustments:** Non-routine baseline adjustments may be calculated when operating conditions change from those that existed during the baseline. Events where the continuously sustained peak demand duration within any time of use category increases, significant loads are shifted between peak, mid-peak, or off-peak periods, backup generation is energized, or the occurrence of utility outages can all necessitate the calculation of a non-routine baseline adjustment in order to accurately reflect the savings associated with this ECM.
- vi. Energy Use Savings will be determined by multiplying the Energy Unit savings by the applicable Base Energy Rate. Energy Use Savings will be calculated and presented in on-going reports.

Table E-3: BESS Annual Savings by Month (RE-02)

TOU Element	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Maximum Peak Demand (kW)	47	47	43	43	45	41	47	47	47	46	41	41
Maximum Part Peak (kW)	0	0	0	0	0	33	47	38	33	0	0	0
Maximum Demand (kW)	47	47	42	43	36	41	31	30	10	46	41	41
Peak Consumption (kWh)	4,397	4,022	4,214	4,077	4,518	4,305	4,422	4,438	4,481	4,273	5,108	4,188
Part-Peak Consumption (kWh)	0	0	0	0	0	2,150	2,409	2,069	2,399	0	0	0
Off-Peak Consumption (kWh)	(5,128)	(4,716)	2,731	2,743	2,452	(7,288)	(7,843)	(7,510)	(7,743)	(5,260)	(5,951)	(4,937)
Super Off-Peak Consumption (kWh)	0	0	(7,868)	(7,881)	(8,017)	0	0	0	0	0	0	0

2. Stipulated Savings: When the cost, complexity, or uncertainty of savings measurements are high as compared to the projected savings, Corcoran and ENGIE Services U.S. may agree to stipulate the projected Energy Unit Savings as being achieved, without any measurements being taken.
 - a. For the Stipulated Option, the Energy Unit Savings presented in *Table E-4* below will be agreed to occur each Measurement Period. During the Construction Period, the Energy Unit Savings will be calculated by adding the savings projected for the whole months between Substantial Completion or Beneficial Use of the EC Measure and the M&V Commencement Date.

Table E-4: Stipulated Annual Savings

ECM	Location	Projected Annual Electric Savings (kWh)
L-01	City Hall	18,973
M-01	Community Pool	88,186

3. Base Energy Rates: EC Savings will be calculated using the Base Energy Rates or Actual Energy Rates for that meter, whichever results in greater EC Savings. Actual Energy Rates will be calculated at the end of each Measurement Period using utility billing information for that Measurement Period and using the same methodology as was employed to determine the base energy rate in the Recommendations.

The Base Energy Rates listed in the tables below are to be increased each Measurement Period on a cumulative basis by five percent (5%) beginning on the first anniversary of the M&V Commencement Date and continuing on the first day of each Measurement Period thereafter.

Table E-5: Base Energy Rates

ECM	Location	Electricity Rate (\$/kWh)
L-01	City Hall	0.2774
M-01	Community Pool	0.2442
RE-01	City Hall	0.2552
RE-01	Police Department	0.1820
RE-01	Community Pool	0.1806
RE-01	Well 2A	0.1497
RE-01	Well 4A	0.1482
RE-01	Water Treatment Plant	0.1229
RE-01	Wastewater Treatment Plant	0.1733
RE-01	Wastewater Treatment Ponds	0.1429

Table E-6: Base Energy Rates - TOU (RE-02)

TOU Element	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Maximum Peak Demand (\$/kW)	0	0	0	0	0	28.83	28.83	28.83	28.83	0	0	0
Maximum Part Peak (\$/kW)	1.81	1.81	1.81	1.81	1.81	6.14	6.14	6.14	6.14	1.81	1.81	1.81
Maximum Demand (\$/kW)	27.33	27.33	27.33	27.33	27.33	27.33	27.33	27.33	27.33	27.33	27.33	27.33
Peak Consumption (\$/kWh)	0.15056	0.15056	0.15056	0.15056	0.15056	0.16983	0.16983	0.16983	0.16983	0.15056	0.15056	0.15056
Part-Peak Consumption (\$/kWh)	0	0	0	0	0	0.13948	0.13948	0.13948	0.13948	0	0	0
Off-Peak Consumption (\$/kWh)	0.11795	0.11795	0.11795	0.11795	0.11795	0.11803	0.11803	0.11803	0.11803	0.11795	0.11795	0.11795
Super Off-Peak Consumption (\$/kWh)	0.07418	0.07418	0.07418	0.07418	0.07418	0	0	0	0	0.07418	0.07418	0.07418

Time of the year and times of the day are defined as follows:

SUMMER: (June 1 through September 30)

Peak:	4:00pm to 9:00pm	Every day, including weekends and holidays
Partial-peak:	2:00pm to 4:00pm AND 9:00pm to 11:00pm	Every day, including weekends and holidays
Off-peak:	All other Hours.	

WINTER (October 1 through May 31)

Peak:	4:00pm to 9:00pm	Every day, including weekends and holidays
Super Off-peak:	9:00am to 2:00pm	Every day in March, April and May, including weekends and holidays
Off-peak:	All other Hours.	

ATTACHMENT E
MAINTENANCE SERVICES

EQUIPMENT AND FACILITIES COVERED

ENGIE Services U.S. will perform preventive maintenance services ("Maintenance Services") as set forth in this Attachment E with respect to Generating Facilities being constructed on Corcoran's property at the following Project Locations:

Site Name	Site Address	City	County	State	Zip Code
City Hall	832 Whitley Ave	Corcoran	Kings	CA	93212
Police Department	911 Hanna Ave	Corcoran	Kings	CA	93212
Community Pool	750 Dairy Ave	Corcoran	Kings	CA	93212
Well 2A	NW 7-21-23	Corcoran	Tulare	CA	93212
Well 4A	W NE SE 12 21 22	Corcoran	Kings	CA	93212
Water Treatment Plant	510 Orange Ave	Corcoran	Kings	CA	93212
Wastewater Treatment Ponds	SE SE SW 25 21 22	Corcoran	Kings	CA	93212
Wastewater Treatment Plant	895 Pueblo Ave	Corcoran	Kings	CA	93212

Capitalized terms used in this Attachment E and not defined in the Contract, have the meanings set forth below:

I. Definitions

"**Annual Maintenance Fee**" means a fee payable annually in advance by Corcoran to ENGIE Services U.S., in consideration of the provision of up to twenty (20) years of Maintenance Services. The Annual Maintenance Fee for the first Measurement Period will be Forty-Eight Thousand Nine Hundred Ninety-Two Dollars (\$48,992.00). The Annual Maintenance Fee will be increased annually thereafter at the rate of three percent (3%) per annum for the first twenty (20) Measurement Periods, each increase to be effective on the first day of the corresponding Measurement Period. The Annual Maintenance Fee for each Measurement Period after the twentieth (20th) Measurement Period will be negotiated in good faith by the Parties, not later than ninety (90) days prior to the end of the preceding Measurement Period, on the basis of then-prevailing market rates for, e.g., labor and equipment.

II. Term

So long as Corcoran pays to ENGIE Services U.S. the Annual Maintenance Fee, ENGIE Services U.S. will provide the Maintenance Services, as described herein, up to twenty (20) years from the M&V Commencement Date on an annualized basis. At the end of this term, Corcoran may:

- a. Enter into another agreement with ENGIE Services U.S. to perform Maintenance Services
- b. Enter into an agreement with another service provider
- c. Self-perform preventive maintenance

III. Annual Maintenance Fee; Reporting

The Annual Maintenance Fee for the first Measurement Period will be invoiced by ENGIE Services U.S. to Corcoran in a lump sum on the M&V Commencement Date. All subsequent Annual Maintenance Fees will be invoiced by ENGIE Services U.S. on the first day of the corresponding Measurement Period. Corcoran, or its designee, will pay ENGIE Services U.S. such Annual Maintenance Fee, without any retention amount withheld, within thirty (30) calendar days after its receipt of the corresponding invoice. Any failure to timely pay the Annual Maintenance Fee in accordance with this Attachment E will be a material default by Corcoran, and ENGIE Services U.S., in addition to any other legal, contractual and equitable remedies available to it, will have no obligation thereafter to provide Maintenance Services.

Any amount not paid when due will, from and after the due date, bear Interest. Accrued and unpaid Interest on past due amounts (including Interest on past due Interest) will be due and payable upon demand.

The Annual Maintenance Fee is not refundable for any reason.

Upon completion of any maintenance or repair work, ENGIE Services U.S. will update service logs detailing the work performed, location and any notes relevant to safe and efficient operations. These service logs will be compiled and submitted to Corcoran on a quarterly basis.

If ENGIE Services U.S. is no longer the provider of Maintenance Services, Corcoran's new provider will maintain similar service logs. ENGIE Services U.S. will have reasonable access to inspect service logs to determine that adequate Maintenance Services are being performed.

IV. Preventive Maintenance Services Provided

ENGIE Services U.S. will provide the following Maintenance Services during the term:

- a. **Inspection:** Inspect PV modules, combiner boxes, inverters, isolation transformers, and PV service roof penetrations and support structure on an annual basis.
- b. **Testing:** Perform voltage testing, amperage testing, and infrared scans of inverters, combiner boxes, disconnects and switchgear on an annual basis.
- c. **Monitoring:** Monitor system performance on a daily basis.
- d. **Cleaning:**
 - i. Remove dust, dirt, and debris from outside cabinets of combiner boxes, inverters, transformers, and disconnect switches on an annual basis.
 - ii Wash PV modules and remove accumulated dust and debris on a semi-annual basis.
- e. **Battery Storage System Preventative Maintenance** (for sites with BESS only)

Number	Maintenance Work	Frequency Interval
Visual Inspection		
<u>System Enclosure</u>		
1	Verify all Systems are labeled and label if missing.	12 months
2	Visually inspect DC disconnect handle for damage and ensure handle functionality.	12 months
3	Visually inspect exterior of enclosure for any signs of damage, metal fatigue or vandalism. For signs of metal fatigue or rust, remove rust and coat with rust protector.	12 months
4	Visually inspect all louvers for any signs of damage, metal fatigue or vandalism. For signs of metal fatigue or rust, remove rust and coat with rust protector.	12 months
5	Inspect all anchor bolts are securely fastened and check for any signs of damage, metal fatigue or vandalism. For signs of metal fatigue or rust, remove rust and coat with rust protector.	12 months
6	Verify door and hinges move freely without restrictions and don't creak. Apply lubricant as necessary.	12 months

7	Verify locking mechanisms lock freely and properly without restrictions. Apply lubricant, as necessary.	12 months
8	Verify door insulation is not damaged and does not stick to the door when opening. Also verify all doors are sealed tightly when handle is locked.	12 months
9	Visually inspect interior of Systems for any signs of damage, metal fatigue and/or water damage and/or spots and ingress. For signs of metal fatigue or rust, remove rust and coat with rust protector. Caulk any areas where water ingress could or has occurred.	12 months
10	Inspect the interior of the container for dust, foreign objects, or water.	12 months
11	Visually inspect external cables are routed to the enclosure safely and protected against mechanical damage.	12 months
12	Collect asset information of enclosure.	12 months

System Batteries (If Applicable)

11	Visually inspect all battery management systems ("BMS") connectors and, if applicable, indicator lights	12 months
12	Take standard and thermal photographs of battery racks from dead front, note if any hotspots are due to infrared reflection from outside sources off reflective surfaces	12 months
13	Visually inspect batteries for any damage, rust, discoloration, condensation or leakage. Repair or replace as needed.	12 months
14	Visually inspect battery power cables for any damage, rust, discoloration, condensation, warping or leakage. Repair or replace as needed.	12 months
15	Visually inspect battery communication cables for any damage, rust, discoloration, condensation, warping or leakage. Repair or replace as needed.	12 months
18	Collect asset information of all batteries and switchgears.	12 months

Power Conditioning Unit(s)

19	Visually inspect converter for signs of damage, corrosion, or potential malfunctioning.	12 months
20	Visually inspect junction plate for signs of damage, corrosion or potential malfunctioning.	12 months
22	Collect asset information of power converter(s).	12 months

Air Conditioning Unit(s) and Heat pumps (If Applicable)

23	Visually inspect drain hose for damage and proper operation. Remove and clean any blocks or restrictions on drain hose.	12 months
24	Visually inspect drain pan if applicable. Remove any condensation buildups and troubleshoot if necessary	12 months

25	Visually inspect A/C filter(s) for debris build up and or damage. Clean filter and change if debris cannot be removed or filter is damaged.	12 months
<u>Transformer (If Applicable)</u>		
26	Visually inspect transformer for signs of damage or malfunctioning. Repair or replace as needed.	12 months
27	Visually inspect connections after opening cover. Repair or replace as needed.	12 months
28	Check for any Oil Leakage	12 months
29	Check silicone in any dehydrating breather for less than 2/3 color change.	12 months
30	Check gas blanket for positive pressure for any gas blanket transformer.	12 months

Number	Maintenance Work	Frequency Interval
Mechanical Inspection		
Any non-standard conditions found under item 2-5 may cause serious corrosion damage. Follow good housekeeping to maintain clean operating conditions for the power conditioning system.		
1	Access System enclosure for mechanical integrity. Look for signs of physical damage.	24 months
2	Check ventilation and insulation for signs of corrosion and dust deposits.	24 months
3	Ensure the power conditioning unit installation meets environmental requirements of the power conditioning unit such as temperature and humidity.	24 months
4	Ensure there is adequate ventilation to efficiently remove heat away from inverter to maintain the ambient temperature within specification.	24 months
5	Ensure there is no presence of water leakage and no presence of corrosive gases in the surrounding area.	24 months
6	Check and clean/replace air filters. Ensure air filter is clean and there is no visible damage.	12 months
7	Check nuts and bolts. Torque bolts, bus joints and cable terminals per System installation manual.	12 months
8	Check gaskets and seals for proper sealing.	12 months
9	Check the temperature interior and device enclosure	12 months
10	Clean the enclosure interior with an ESD safe Vacuum Cleaner, lint free rags, and electrical/electronic cleaning solution.	12 months
11	Check fan blades for damage or cracks.	24 months
12	Check fluid levels and pipework for signs of leakage if applicable.	12 months

Number	Maintenance Work	Frequency Interval
Electrical Inspection		
1	Inspect AC/DC capacitor casing for melting or signs of corrosion.	12 months
2	Inspect relay(s). If the relay casing is transparent, that exposes internal components. Look for burn marks or signs of premature failure. Otherwise, inspect relay casing for visible damage.	12 months
3	Perform visual inspection of AC/DC current sensors. Compare current reading from LCD screen against a known measurement (for example, measured by calibrated clamp meter). Current sensor can be calibrated from LCD screen. However, if the current reading is significantly different from the last calibration, it may indicate a compromised sensor.	12 months
4	Perform visual inspection of temperature sensors.	12 months
5	Perform visual inspection of AC/DC filter modules.	12 months

6	Check surge protectors' condition by confirming the status of surge protector on the main circuit and control circuit.	12 months
7	Check for open fuse(s). Do so by inspecting the protected circuit, and if any damage is found, remove any fault condition that caused the burning or damage of the fuse initially before replacing the fuse and re-energizing the circuit.	12 months
8	Check torque OR perform thermal imaging of bolted electrical connections.	12 months
9	Inspect wiring harnesses, connectors, and power cables for signs of damage and proper routing. Inspect field fitted and installed cables for proper sealing. Inspect factory sealed connections. Perform thermal scan on power cables and look for hot spots that indicate high resistance.	12 months
10	Inspect circuit boards, by checking ribbon cables and wire connectors are seated properly. Check for any sign of overheating.	12 months
11	Check that all communication wiring is properly seated.	12 months
12	Check for proper ground connection and measure the grounding resistance.	12 months
13	Clean electrical surfaces and insulating surfaces.	12 months
14	Draw and test a transformer oil sample.	24 months
15	Measure insulation resistance between battery (+) to ground and battery (-) to ground at applicable voltage for 60 seconds.	12 Month (BESS Only)

Number	Maintenance Work	Frequency Interval
Data Analysis		
1	Check the average temperature trend over the previous 12 months.	12 months (BESS Only)
2	Check the average Relative Humidity trend over the previous 12 months.	12 months (BESS Only)
3	Check the logs in the unit and any accompanying Sungrow Provided logging or control solution.	12 months

Number	Maintenance Work	Frequency Interval
Safety Inspection		
1	Check all warning signs are clear and legible.	12 months
2	Check door latching and locking mechanism operate correctly.	12 months
3	Check emergency stop button's function.	12 months
4	Check all safety ground connections.	12 months

Number	Maintenance Work	Frequency Interval
Function Verification		
1	Verify firmware version and update as required per SUNGROW's specifications.	12 months
2	Review all alarm, event, and fault logs as recorded by the power conditioning unit.	12 months
3	Check all communication features function properly.	12 months
4	Inspect fan operation, check all signs of wear and tear and abnormal noise; ensure that fan works properly as per control signals.	12 months
5	Check the emergency stop button and LCD stop function	12 months
6	Check the status LEDs	12 months
7	Inspect Air Conditioner for proper temperature regulation and abnormal noise.	12 Months (BESS Only)
8	Check proper operation of any installed UPS	12 Months (BESS Only)
9	Perform SOC Calibration	12 Months (BESS Only)

Number	Maintenance Work	Frequency Interval
Testing and Calibration		
1	Measure control voltage on circuit boards align with System manual specifications.	24 months
2	Measure communication circuit signal integrity.	24 months

Number	Maintenance Work	Frequency Interval
Preventative Parts Replacement		
1	Filters	When required
2	Paint	When required
3	Transformer Breather Desiccant	When required
4	Transformer Gas Blanket Replacement Gas	When required
5	Gasket Material	When required
6	Mechanical and Electrical Grease or Lubricant	When required

Closeout

With the System closed up and AC power reapplied, PMP personnel shall perform the following:

1. Confirm System goes through UL1741 restart timer.
2. Confirm all lights that confirm idle state are illuminated i.e. lights on power conditioning unit, switchgear, and System.
3. Confirm air conditioner temperature settings are set appropriately to System's location.
4. Run air conditioner for 30 seconds to confirm operation.

5. For BESS Run 5% discharge of System for 3-5 minutes, confirming in that time that all lights to indicate power transfer i.e. lights on power conditioning unit, switchgear, and System are functional.
6. Return System to normal operating status.
7. Confirm with the System Owner that System is operational.
8. Securely lock all System doors following proper lockout tagout and safety procedures.

V. Repair Services

If a Generating Facility is damaged and requires safe-off, repair, demolition and/or reconstruction, or otherwise requires repairs outside of warranty, Corcoran must contact the ENGIE Services U.S. PV Operations & Maintenance Manager. In the event of damage, any component of the Generating Facility installed by ENGIE Services U.S. can be repaired or reconstructed by ENGIE Services U.S. at Corcoran's request. Corcoran must submit a request for quotation to the ENGIE Services U.S. PV Operations & Maintenance Manager. ENGIE Services U.S. will inspect the damage and provide a written quotation and complete scope of work to Corcoran to restore the Generating Facility to normal operational condition. Before proceeding with repairs, ENGIE Services U.S. and Corcoran must execute a work order, on ENGIE Services U.S.'s form, for the agreed scope of work and quotation amount. Repair work is done on a time and materials basis. Standard Business Hours are M-F, 7am to 5pm. Non-business Hours & Saturdays Equals 1.5x Rates. Sundays & Holidays Equals 2.0x Rates.

Labor Category		Straight Time
Hourly Rate – PV Electrical Journeyman Technician ¹	\$/hr.	County Labor Rate
Hourly Rate – PV Electrical Apprentice Technician ¹	\$/hr.	County Labor Rate
Hourly Rate – Engineering ²	\$/hr.	\$ 170.00
Hourly Rate – Administrative ²	\$/hr.	\$ 65.00
Service call-out - Daily minimum fee	\$	\$ 550.00
Mileage	\$	IRS Rate
Material mark-up %	%	15.00
Lift rental fee	\$	Current Market Price

¹Trade Hourly rate will be adjusted based on the current year of the local prevailing wage determination plus Burden, requirement for either travel or subsistence and lodging, and markup for services being requested.

²Escalated according to an inflation rate to the year in which service will occur.

VI. Warranty Services

The ENGIE Services U.S. PV Operations & Maintenance Manager will also be Corcoran's point of contact for all issues related to the ENGIE Services U.S. Warranty set forth in Section 9.01 of the Contract. Corcoran should refer to Section 9.02 of the Contract for services provided by ENGIE Services U.S. to Corcoran in relation to manufacturer's warranties. The terms and conditions of the relevant manufacturer's warranties can be found in the operation and maintenance manuals delivered to Corcoran at Final Completion.

VII. Services and Equipment to Be Covered by Corcoran

ENGIE Services U.S.'s obligations under this Attachment E are expressly conditioned upon Corcoran's payment of the Annual Maintenance Fee and providing and being responsible for the following, without cost to ENGIE Services U.S.:

- a. Making the Generating Facilities described herein available to ENGIE Services U.S. as of the Contract Effective Date.
- b. Operating and maintaining security systems associated with the Generating Facilities.
- c. Managing the benefitting accounts designated to receive generation credits in regard to the Utility's RES-BCT tariff to ensure that generation is credited at the preferred rate.
- d. Maintaining all landscaping in and around Generating Facilities including tree trimming.
- e. Allowing ENGIE Services U.S. and its personnel access as necessary to the Generating Facilities, and any related areas that may be reasonably necessary for performance of the Maintenance Services, including reasonable work, parking, and equipment staging areas.
- f. Allowing ENGIE Services U.S. and its personnel to access electrical power and other utilities then existing at the Generating Facilities as necessary for ENGIE Services U.S. to satisfy its obligations under the Contract.

- g. Remediating, pursuant to Applicable Law, any known Hazardous Substances encountered by ENGIE Services U.S. during the performance of the Maintenance Services which Hazardous Substances were not deposited by ENGIE Services U.S., including any backfill with clean soil as may be reasonably required.
- h. Insuring the Generating Facilities against loss due to acts of God and the public enemy; flood, earthquake, tornado, storm, fire; civil disobedience, sabotage, and vandalism.

ENGIE Services U.S. will have no obligation to provide the Maintenance Services to the extent such provision of Maintenance Services is materially adversely affected by Corcoran's failure to satisfy the conditions set forth in this Attachment E.

**BEFORE THE CITY COUNCIL OF THE
CITY OF CORCORAN**

IN THE MATTER OF:

Approving an Energy Service Contract
with ENGIE Services U.S. Inc.

RESOLUTION 2022-3124

WHEREAS, the City Council of the City of Corcoran (“City”) has considered the report from City staff and all public comment(s), if any, on the Energy Service Contract (“Contract”) with ENGIE Services U.S. Inc.;

WHEREAS, California Government Code Section 4217.10 to 4217.18, authorizes the City Council to enter into an Energy Services Contract with ENGIE Services U.S. Inc. for the implementation of energy related improvements if the Council finds that it is in the best interest of City to enter into such Energy Services Contract and that the anticipated cost to the City for thermal or electrical energy or conservation services provided by the energy conservation facility under the contract will be less than the anticipated marginal cost to the City of thermal, electrical, or other energy that would have been consumed by the City in absence of those purchases; and

WHEREAS, the City is served by PG&E as the electricity service provider and pays on an annual basis approximately \$1.2 million annually and subject to considerable PG&E proposed rate increases over the next decade that could increase the City’s costs by hundreds of thousands of dollars additionally each year; and

WHEREAS, the City now desires to proceed with energy cost savings so long as the project improvements can be accomplished through those savings and potentially provide added savings to the City.

**NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL FINDS
THAT:**

1. It is in the best interest of the City to enter into an Energy Service Contract with ENGIE Services U.S. Inc. for the implementation of certain energy related improvements to City facilities; and
2. The anticipated cost to City for thermal or electrical energy or conservation services provided by the energy conservation facility under the contract will be less than the

anticipated marginal cost to the City of thermal, electrical, and other energy that would have been consumed by the City in absence of those purchases.

THEREFORE, the City Council hereby authorizes the City Manager to execute the Energy Service Contract by and between the City and ENGIE Services U. S. Inc. for the implementation of certain energy related improvements to City facilities in accordance with these findings and California Government Code Section 4217.10 to 4217.18.

UPON MOTION OF COUNCIL MEMBER _____, SECONDED BY COUNCIL MEMBER _____, THE FOLLOWING WAS PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL AT AN OFFICIAL MEETING HELD ON March __, 2022, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: _____
MARLENE SPAIN, City Clerk
CITY OF CORCORAN

**BEFORE THE CITY COUNCIL OF THE
CITY OF CORCORAN**

IN THE MATTER OF:
Approving Facility Financing for the
Corcoran Energy Savings Project

RESOLUTION 2022-3125

WHEREAS, the City Council of the City of Corcoran (“City”) has considered the report from City staff and all public comment(s), if any, on the Corcoran Energy Savings Project and Facility Financing with _____;

WHEREAS, California Government Code Section 4217.10 to 4217.18, authorizes the City Council to enter into a facility financing contract for the funding of energy related improvements if the Council finds that it is in the best interest of City to enter into such facility financing contract and that the anticipated funds for the repayment of the financing or the cost of design, construction, and operation of the energy conservation facility, or both, as required by the contract, are projected to be available from the revenues resulting from the sales of electricity or thermal energy from the facility or from the funding that would otherwise have been used for the purchase of electrical, thermal, or other energy required by the City in the absence of the energy conservation facility, or both; and

WHEREAS, The funds for the repayment of the financing or the cost of design, construction, and operation of the energy conservation facility, or both, as required by the contract, will be available from the revenues resulting from the sales of electricity or thermal energy from the facility or from the funding that would otherwise have been used for the purchase of electrical, thermal, and other energy required by the City in the absence of the energy conservation facility, or both; and

WHEREAS, the City is served by PG&E as the electricity service provider and pays on an annual basis approximately \$1.2 million annually and subject to considerable PG&E proposed rate increases over the next decade that could increase the City’s costs by hundreds of thousands of dollars additionally each year; and

WHEREAS, the City now desires to proceed with facility financing for the Corcoran Energy Savings Project so long as the project improvements can be accomplished through those savings and potentially provide added savings to the City.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL FINDS THAT:

1. It is in the best interest of the City to enter into an facility funding contract with _____ for the funding necessary to implement certain energy related improvements to City facilities; and
2. The funds for repayment of the financing of the construction, and operation of the energy conservation facility will be available from the revenues resulting from the sales of electricity or thermal energy from the facility or from the funding that would otherwise have been used for the purchase of electrical, thermal, or other energy required by the City in the absence of the energy conservation facility, or both.

THEREFORE, the City Council hereby authorizes the City Manager to execute the facility financing contract by and between the City and _____ for the funding necessary to implement certain energy related improvements to City facilities in accordance with those findings and California Government Code Section 4217.10 to 4217.18.

UPON MOTION OF COUNCIL MEMBER _____, SECONDED BY COUNCIL MEMBER _____, THE FOLLOWING WAS PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL AT AN OFFICIAL MEETING HELD ON March ___, 2022, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: _____
MARLENE SPAIN, City Clerk
CITY OF CORCORAN

**STAFF REPORT
ITEM #: 7-B**

MEMO

TO: Corcoran City Council

FROM: Greg Gatzka, City Manager

DATE: March 16, 2022

MEETING DATE: March 22, 2022

SUBJECT: Property Use Agreement for Earthquake Monitor

Summary:

U.C. Berkeley, funded by CalOES and in coordination with USGS, is requesting to place an earthquake monitor for the Statewide monitoring system on City owned property.

Recommendation:

Consider approval of the Property Use Agreement and authorize the City Manager to sign on behalf of the City.

Budget impact:

None. All costs related to this project will be covered by U.C. Berkeley.

Background:

The UC Berkeley Seismology Laboratory is increasing the number of stations in their earthquake monitoring network and is requesting to locate an earthquake monitoring station in the City of Corcoran. This station would serve as part of the USGS Earthquake Early Warning System for the West Coast and is designed to alert people in California within seconds when strong earthquake shaking occurs. A project site location representative has met with our Public Works Director, and both have agreed to a placement at the northwest corner of one of the City's wastewater ponding properties (APN 044-110-064). The station will only require 32 square feet of space and will be installed, operated, and maintained at the expense of U.C. Berkeley. The station is self-contained and only takes one or two days to install, and is powered by solar panels. The site location and size of the station are shown on Exhibit A. A USGS Earthquake Early Alert System pamphlet describing the State system is attached as Exhibit B.

The Property Use Agreement attached as Exhibit C has been reviewed and approved to form by our City Attorney.

Attachments:

Exhibit A – Site location and monitoring equipment

Exhibit B – USGS Earthquake Early Warning System for West Coast

Exhibit C - Property Use Agreement with Regents of the University of California

EXHIBIT A

Site Location at northwest corner of APN 044-110-064.

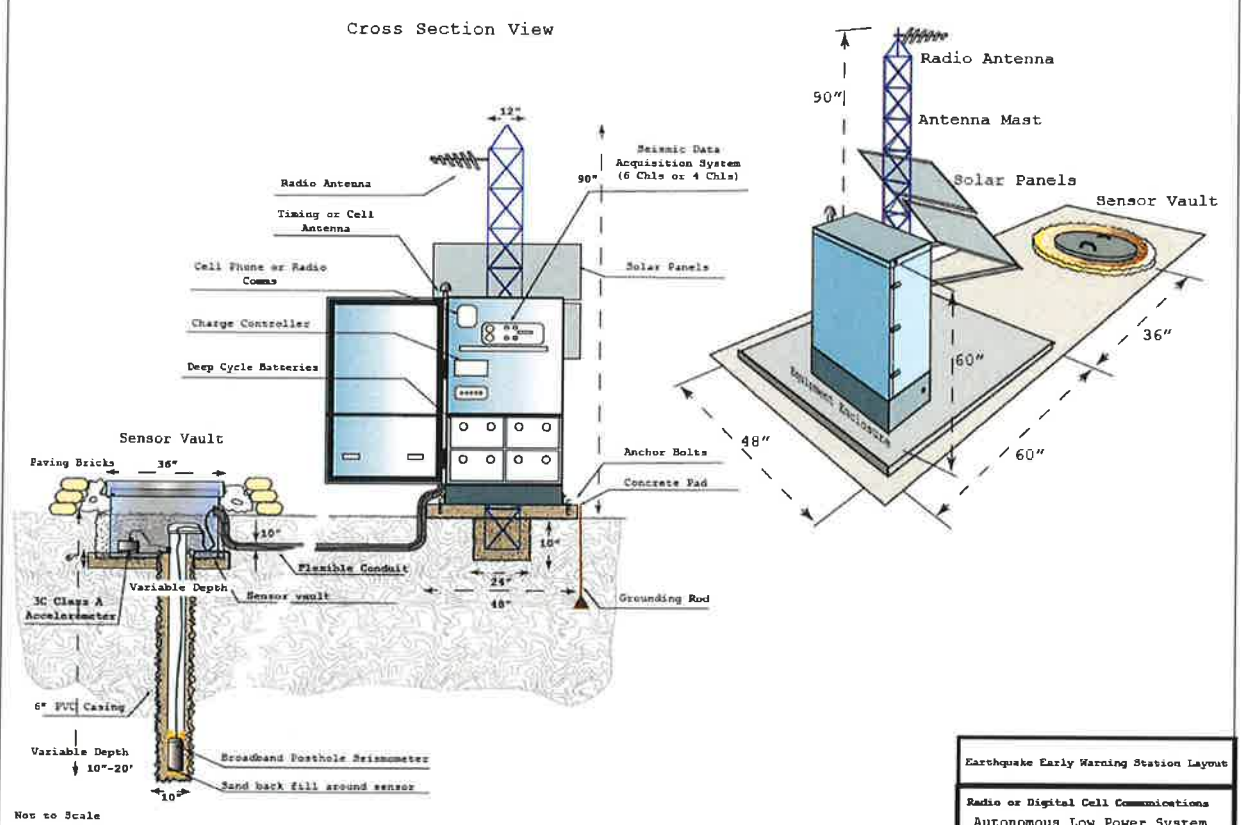


Typical Earthquake Monitoring Station Installation.



Station design layout.

Earthquake Early Warning Station Layout

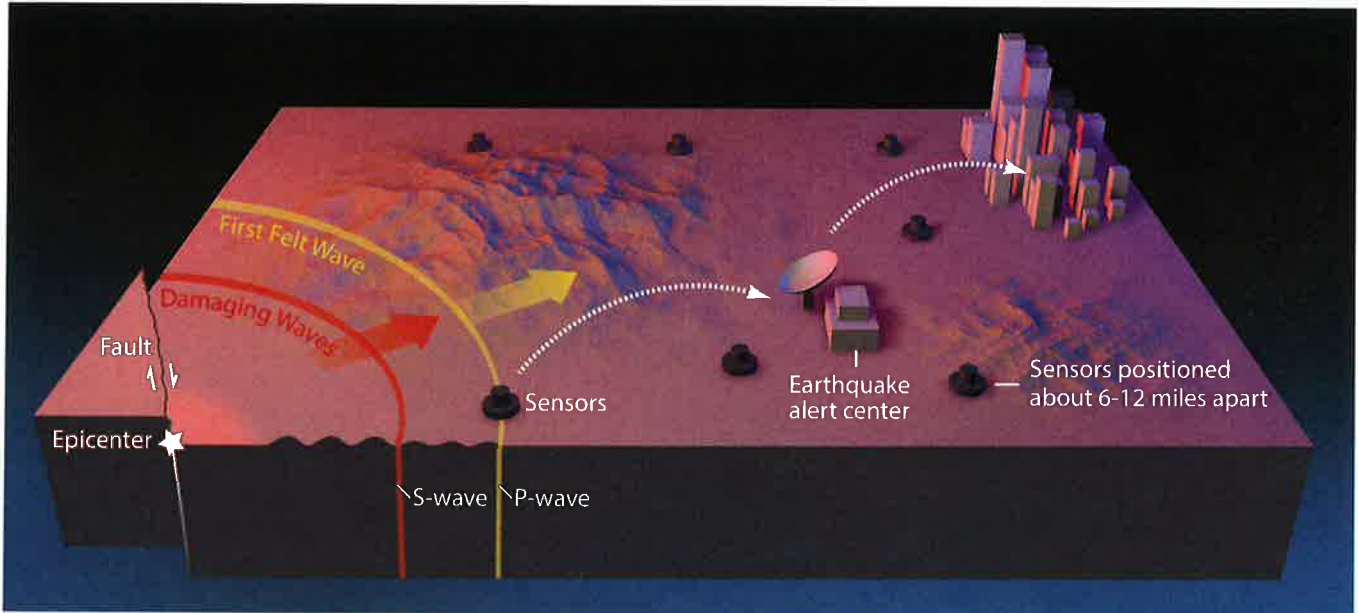


Earthquake Early Warning Station Layout
 Radio or Digital Cell Communications
 Autonomous Low Power System
 1/20/2017
 SYN WORKING GROUP

EXHIBIT B



ShakeAlert—An Earthquake Early Warning System for the United States West Coast



Earthquake early warning systems like ShakeAlert work because the warning message can be transmitted almost instantaneously, while shaking waves from the earthquake travel through the Earth at speeds of a few miles per second. When an earthquake occurs, seismic waves—including compressional (P) waves, transverse (S) waves, and surface waves—radiate outward from the epicenter. The faster but weaker P waves trip nearby sensors, causing alert signals to be sent out, giving people and automated electronic systems some time (seconds to minutes) to take protective actions before the arrival of the slower but stronger S waves and surface waves. Computers and mobile phones receiving the alert message can calculate the expected arrival time and intensity of shaking at your location. USGS image created by Erin Burkett (USGS) and Jeff Goertzen (Orange County Register).

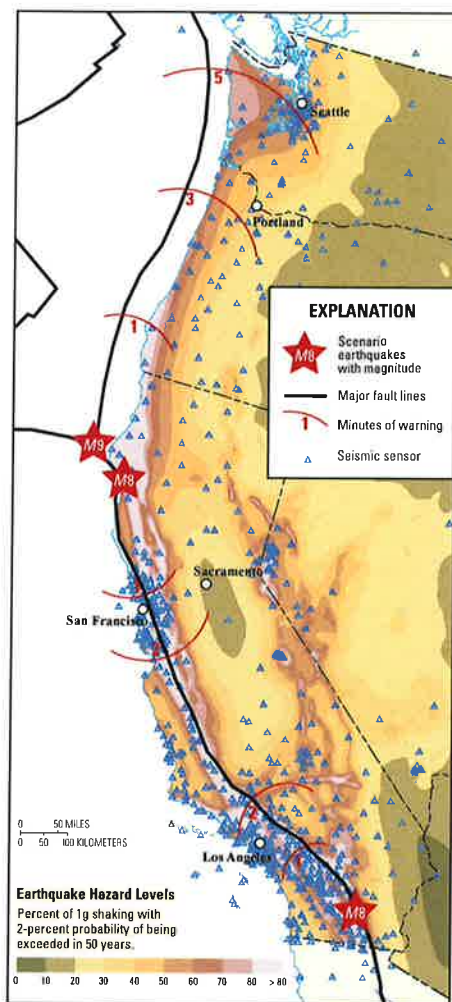
Earthquake early warning systems use earthquake science and the technology of monitoring systems to alert devices and people when shaking waves generated by an earthquake are expected to arrive at their location. The seconds to minutes of advance warning can allow people and systems to take actions to protect life and property from destructive shaking. The U.S. Geological Survey (USGS), in collaboration with several partners, has been working to develop an early warning system for the United States. ShakeAlert, a system currently under development, is designed to cover the West Coast States of California, Oregon, and Washington.

Earthquakes pose a serious risk to our Nation. According to the Federal Emergency Management Agency (FEMA), 77 percent of that risk, or an average annual loss of \$4.1 billion, is concentrated on the West Coast in California, Oregon, and Washington (Federal Emergency Management Agency, 2008). Growing urbanization and increasing reliance on complex infrastructure for power, water, telecommunication, and transportation magnify that risk. An earthquake early warning system that can rapidly detect earthquakes and send alerts could prompt actions to protect life and property before strong shaking arrives. Development of such a system is a critical step toward offsetting physical risks, improving public understanding of earthquake hazards, and reducing fear of the unknown and unpredictable nature of earthquakes.

How Do Earthquakes and Early Warning Systems Work?

An earthquake occurs when a fault in the Earth's crust slips suddenly and the two sides move relative to one another. The rupture begins at one point on the fault and rapidly extends along some distance of the fault, like a lengthening crack in a car windshield. As the rupture travels along the fault, the sudden movement of the two sides of the fault generates seismic (shaking) waves that radiate outward through the Earth—much like ripples from a stone dropped in water. It is these waves that cause the ground shaking you can feel and the damage and destruction during earthquakes.

Although no one can predict earthquakes, the technology exists to provide warning to surrounding communities once a quake begins. This is done by an



Map of the United States West Coast showing the amount of advance warning time that might be available from a system like ShakeAlert for several plausible future earthquake scenarios. Those scenarios include magnitude 8 (M8) quakes on the San Andreas Fault with epicenters in northern and southern California and an M9 quake on the Cascadia Subduction Zone with an epicenter offshore of northernmost California. Major population centers could have as much as several minutes warning before shaking waves from those quakes arrived. The map also shows the regional variation in the level of earthquake hazard in terms of the intensity of shaking (as a percentage of g, the acceleration of gravity) having at least a 2-percent probability of being exceeded in a 50-year period (from 2014 USGS hazard map). The network of seismic (earthquake) sensors is more concentrated near major faults and population centers. Illustration modified from Allen (2013).

earthquake early warning system, which rapidly detects seismic waves as an earthquake happens, calculates the maximum expected shaking, and sends alerts to electronic devices and people before damaging waves arrive. Early warning is possible because information can be sent through communication systems virtually instantaneously, whereas seismic waves travel through the shallow Earth at speeds ranging from 0.5 to 3 miles per second. This means that the shaking can take seconds or even minutes to travel from where the earthquake occurred to where you are.

Thus it is possible for automated systems or even your personal electronic devices, such as smartphones, to receive an alert before destructive shaking arrives. The USGS, in collaboration with State agencies, universities, and

private companies, has been developing and testing ShakeAlert, an early warning system for the West Coast of the United States.

How Does ShakeAlert Work?

ShakeAlert has been in development since 2006 and began sending alerts to test users in California in January 2012 (see <http://www.shakealert.org>). The system detects earthquakes using our Nation's existing infrastructure for earthquake monitoring. The California Integrated Seismic Network (CISN) is a network of more than 400 high-quality ground motion sensors operated by the USGS in partnership with the State of California, California Institute of Technology, and University of California, Berkeley. The Pacific Northwest Seismic Network (PNSN) is a collaboration of the USGS, University of Washington, and University of Oregon. These regional networks are part of the Advanced National Seismic System (ANSS). ShakeAlert leverages and extends these networks' current research and post-earthquake response functions. When fully operational, ShakeAlert will be able to distribute alerts through all available distribution channels, including FEMA's Wireless Emergency Alerts (WEA) and Integrated Public Alert and Warning System (IPAWS), smartphone apps, social media providers, and other electronic alert technologies as they develop.

Test users of ShakeAlert currently receive alerts through a computer application with both audible and visual alert features. When ShakeAlert detects an earthquake, a map pops up on the user's screen to show the location of the earthquake epicenter (the point on the surface directly above the quake's starting point) and of waves moving toward the user; also shown is the time remaining until waves will reach the user's location and an estimate of the intensity of shaking. An alert sound alternates with a voice that counts down to the arrival time of seismic waves and announces the expected intensity.

How Much Warning is Possible?

An early warning system like ShakeAlert can provide seconds to minutes of warning before strong shaking arrives. The amount of warning time depends on the speed of the warning system and your distance from the epicenter.

How Warning Can Increase Safety and Prevent Damage

Even a few seconds of warning can enable actions that protect people and property. In the time between receipt of an alert and arrival of damaging shaking, the following actions can be taken:

Human Responses

- **Public—Citizens**, including schoolchildren, Drop, Cover, and Hold On; turn off stoves; safely stop vehicles
- **Businesses—Personnel** move to safe locations
- **Medical services—Surgeons, dentists, and others** stop delicate procedures.
- **Emergency responders—Open** firehouse doors, personnel prepare and prioritize response decisions

Automated Responses

- **Businesses—Open** elevator doors, shut down production lines, secure chemicals, place sensitive equipment in a safe mode
- **Transportation—Automatically** slow or stop trains to prevent derailment
- **Power infrastructure—Protect** power stations and grid facilities from strong shaking

An effective system requires a dense network of sensors to ensure that there are enough of them near all possible earthquake sources. Such a dense network can reduce the area near the epicenter for which reliable warning is not possible because the earthquake source is too close for an alert to outpace the seismic waves. The farther a location is from the epicenter, the greater the amount of warning time. To maximize warning time, the system must minimize delays in data processing, communication, and delivery of alerts.

Major Components of an Early Warning System

The ability to send adequate warning before shaking arrives requires the following:

- A network of sensors that are densely spaced and close to faults

- Quick and robust telecommunication from sensors to data processing centers
- Computer algorithms to quickly estimate an earthquake's location, magnitude, and fault rupture length, and to map resulting intensity
- Quick and reliable mass notifications
- End users educated in how to use the alerts

Future Developments

During its testing phase, ShakeAlert has detected thousands of earthquakes, including two that caused damage. The system began sending alerts within 4 seconds of the beginning of the *M*5.1 La Habra earthquake on March 28, 2014. ShakeAlert also sent alerts for the *M*6.0 South Napa earthquake on August 24, 2014, giving test users in Berkeley,

California, 5 seconds of warning before shaking arrived.

Ongoing improvements to the sensor networks and data processing centers allowed the ShakeAlert system to advance from a “demonstration” to a “production prototype” phase in February 2016, allowing selected users to develop pilot implementations that take protective actions. USGS has published an implementation plan spelling out the steps needed to complete the system and begin issuing public alerts (Given and others, 2014). Public alerts and large-scale automatic implementation require additional development and further testing to make ShakeAlert sufficiently reliable (see sidebar “How Warning Can Increase Safety and Prevent Damage”), as well as end-user education on how to understand and use alerts.

The successful completion of the system will require the coordinated

Why ShakeAlert Emphasizes Intensity, not Magnitude

The shaking you feel is described by earthquake intensity rather than magnitude. High intensities are what cause damage in earthquakes.

Intensity

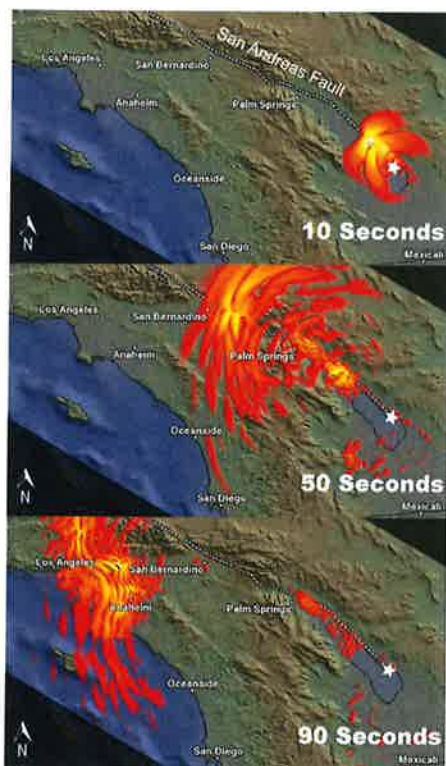
- Represents the level of shaking caused by earthquake waves at a particular location
- Depends on magnitude + distance + local geology
- Varies from place to place in a single earthquake

Magnitude

- Is one number representing the amount of energy released in an earthquake
- Depends on the size (surface area) of fault rupture

ShakeMaps (Wald and others, 2003) rapidly show the distribution of intensity after an earthquake (<https://earthquake.usgs.gov/earthquakes/shakemap/>).

You can also report the ground shaking you experienced to help create Did You Feel It? intensity maps (<https://earthquake.usgs.gov/earthquakes/dyfi/>).



Diagrammatic maps showing northwestward spreading of ground shaking (red and yellow) generated by the *M*7.8 ShakeOut scenario earthquake centered in the Imperial Valley of southern California. The times shown are times after the start of the earthquake rupture at the epicenter (white star). This scenario was part of a comprehensive earthquake exercise conducted in the State of California in 2008 (Perry and others, 2008).

Will the West Coast have an Early Warning System Before or After the Next Big Quake?

Most countries with early warning systems built them after a devastating earthquake.

Japan invested \$600 million in such a system after the 1995 Kobe earthquake killed 6,400 people. Today, Japan's system allows every citizen to receive advance alert of earthquake ground shaking from the Japan Meteorological Agency. Thanks to this system, no trains derailed in the 2011 magnitude 9.0 Tohoku earthquake, and according to a poll in Japan, 90 percent of the citizens think the system is worth the investment (Fujinawa and Noda, 2013).

Other countries that built systems after devastating earthquakes include

- China (after the 2008 Wenchuan earthquake killed 87,587 people)
- Taiwan (after the 1999 Chi Chi earthquake killed 2,415)
- Turkey (after the 1999 Izmit earthquake killed 17,127)
- Mexico (after the 1985 Mexico City earthquake killed 10,153)

efforts of government agencies at all levels, private companies, and the public. California has committed to developing earthquake early warning statewide, and companies are beginning to develop products to use and distribute the alerts.

The ongoing work of USGS scientists, together with partner organizations, on earthquake early warning systems is only part of the National Earthquake Hazard Reduction Program's efforts to safeguard lives and property from the future quakes that are certain to strike along the West Coast and other areas of the United States.

References

- Allen, R., 2013, Seismic hazards; seconds count: *Nature*, v. 502, no. 7469, accessed 2014 at <http://www.nature.com/news/seismic-hazards-seconds-count-1.13838>.
- Federal Emergency Management Agency, 2008, FEMA 366; HAZUS-MH estimated annualized earthquake losses for the United States: Federal Emergency Management Agency, accessed 2014 at <https://www.fema.gov/media-library/assets/documents/13293?id=3265>.
- Fujinawa, Y., and Noda, Y., 2013, Japan's earthquake early warning system on 11 March 2011—Performance, shortcomings, and changes: *Earthquake Spectra*, v. 29, no. S1, p. S341–S368, <http://dx.doi.org/10.1193/1.4000127>.
- Given, D.D., Cochran, E.S., Heaton, T., Hauksson, E., Allen, R., Hellweg, P., Vidale, J., and Bodin, P., 2014, Technical implementation plan for the ShakeAlert production system—An earthquake early warning system for the West Coast of the United States: U.S. Geological Survey Open-File Report 2014–1097, 25 p., <https://doi.org/10.3133/ofr20141097>.
- Perry, S., Cox, D., Jones, L., Bernknopf, R., Goltz, J., Hudnut, K., Milet, D., Ponti, D., Porter, K., Reichle, M., Seligson, H., Shoaf, K., Treiman, J., and Wein, A., 2008, The ShakeOut earthquake scenario—A story that southern Californians are writing: U.S. Geological Survey Circular 1324, 16 p. [Also available at <https://pubs.usgs.gov/circ/1324/>.]

Strong Shaking Expected

On your screen: ShakeAlert

- 1 Real-time tracking of seismic waves from quake's epicenter
- 2 Real-time tracking of the fault rupture (updates intensity)
- 3 Your current location tracked by GPS
- 4 Seconds remaining before seismic waves reach you
- 5 Expected intensity of quake at your current location
- 6 Estimated magnitude of quake
- 7 Intensity scale

A user of the current ShakeAlert user display receives a message like this on the screen of his or her computer. The message alerts the user to how many seconds before the shaking waves arrive at their location and the expected intensity of shaking at that site. The shaking intensity follows the Modified Mercalli scale; an intensity of VI, as shown here, would mean the shaking is felt by everyone, people find it difficult to stand, and structures may suffer some damage. The warning message also displays a map with the location of the epicenter, the magnitude of the quake, and the current position of the P and S waves. In this example, the alert is for the ShakeOut scenario earthquake (Perry and others, 2008).

Wald, D., Wald, L., Worden, B., and Goltz, J., 2003, ShakeMap—A tool for earthquake response: U.S. Geological Survey Fact Sheet 087-03, 4 p., [Also available at <https://pubs.usgs.gov/fs/fs-087-03/>.]

Erin R. Burkett, Douglas D. Given, and Lucile M. Jones

Edited by Peter H. Stauffer and Jessica Dyke

Layout by Vivian Nguyen

COOPERATING ORGANIZATIONS

California Geological Survey
 California Institute of Technology
 California Office of Emergency Services
 The Moore Foundation
 Southern California Earthquake Center
 Swiss Federal Institute of Technology, Zürich
 University of California, Berkeley
 University of Oregon
 University of Washington

For more information contact:
 U.S. Geological Survey
 Earthquake Hazards Program
 Earthquake Early Warning
<https://earthquake.usgs.gov/research/earlywarning/>

or
 Robert de Groot
rdegroot@usgs.gov

This Fact Sheet and any updates to it are available online at:
<https://pubs.usgs.gov/fs/2014/3083/>

ISSN 2327-6916 (print)
 ISSN 2327-6932 (online)
<https://doi.org/10.3133/fs20143083>

EXHIBIT C

**PROPERTY USE AGREEMENT
BETWEEN
CITY OF CORCORAN
AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

THIS PROPERTY USE AGREEMENT (“Agreement”) is made and entered into as of February 25, 2022, by and between **CITY OF CORCORAN**, owner (hereinafter “Licensor”) and **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**, a California corporation, on behalf of its UC Berkeley Seismological Laboratory (hereinafter “University”).

WHEREAS, Licensor is the owner of that certain real property in the County of Kings and in the City of Corcoran, California, located at Lat: 36.06886; Long: -119.54906; Section 25, Township 21S, Range 22E; APN 044-110-064-000 (“Property”);

WHEREAS, University is a nonprofit constitutional corporation organized for educational purposes and involved in research and studies relating to earthquake faults, earthquake early warning and geophysical activity associated therewith; and

WHEREAS, as an accommodation to University, Licensor is willing to grant to University a nonexclusive right to enter the Property for the limited purpose of operating and maintaining an unmanned geophysical seismic observatory and related equipment (“Observatory”), as described in Article 1 below, upon that portion of Licensor’s Property consisting of up to approximately 300 square feet, as shown in Exhibit A attached hereto (“License Area”). Licensor is willing to allow University to gain access to the License Area via the existing paved/dirt/gravel roads (“Access Route”).

NOW, THEREFORE, the parties agree as follows:

1. Grant of Agreement. Licensor hereby grants to University a nonexclusive permission to allow University to enter the License Area for the limited purpose of operating and maintaining the Observatory as follows: to continue to contribute to our ability to detect and characterize earthquakes in northernmost California, and also to contribute toward the implementation of the ShakeAlert earthquake early warning system. Additionally, University will telemeter the seismic data in real time so that it can be used for University’s earthquake reporting activities. University shall be solely responsible for all costs necessary to operate and maintain the Observatory. In maintaining its Observatory, and in all other operations upon Licensor’s Property, University shall use reasonable care and diligence and shall perform all work in a proper and workmanlike manner so as to interfere as little as possible with agricultural, grazing or other uses to which Licensor’s

Property may be put. University shall keep the License Area free from rubbish, in a neat and clean condition, and shall use extraordinary care to prevent grass, brush, and forest fires on the License Area or on adjoining lands. Upon request of Licensor, University shall erect and maintain substantial fences with proper gates or cattle guards, as directed by Licensor, around those areas of the License Area deemed to constitute a hazard by Licensor in Licensor's sole discretion. All such fences, gates and cattle guards shall be constructed in accordance with the specifications currently in use by Licensor in its own operations. Either party may terminate this agreement at any time, by written notice, to be given at least sixty (60) days in advance.

2. Installations and Equipment. University shall install seismic sensors on the License Area in a vault in the ground. At the surface, there will be equipment which shall include batteries, solar panels, and radio telemetry equipment, including an antenna.

3. Access. In order for University to gain access to the Observatory, Licensor shall provide University with the Access Route to be followed each time University wishes to gain access to the Observatory. Licensor shall have the right to change the Access Route in its sole discretion, and University shall provide Licensor with reasonable notice prior to University's entry upon Licensor's Property or the License Area.

4. Term. This term of the Property Use Agreement shall be ten (10) years, from February 22, 2022 – February 21, 2032. At the end of the term, the Property Use Agreement may be renewed, subject to the agreement of Licensor and University.

5. Removal of Observatory. Upon the termination of this agreement, University shall promptly remove all of its installations/equipment/structure as used in conjunction with its research operations on the Property. University will clean and smooth out the surface of the ground around the License Area, and leave the grounds of the Licensed Area in as near to its original condition as is reasonably practical.

6. Indemnity. Licensor shall not be held responsible for any loss of or damage to any equipment owned or operated by University upon the License Area. University shall indemnify, defend and hold harmless Licensor, its officers, partners, agents, and employees from and against any claims arising out of or in any way connected with this Agreement including, without limitation, claims for loss or damage to any property or for death or injury to any person or persons, but only in proportion to and to the extent that such claims arise from the negligent or wrongful acts or omissions of University, its officers, agents, employees, or invitees under University's direct supervision and control.

7. University's Insurance. University, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

- a. General Liability Self-Insurance Program (contractual liability included) with minimum limits as follows:

Each Occurrence	\$2 Million
Personal and Advertising Injury	\$2 Million
General Aggregate *	\$4 Million

- b. Business Automobile Liability Self-Insurance Program for owned, non-owned, or hired automobiles with a combined single limit of not less than One Million Dollars (\$2,000,000) per occurrence.

- c. Property, Fire and Extended Coverage Self-Insurance Program in an amount sufficient to reimburse University for all of its equipment, trade fixtures, inventory, fixtures, and other personal property located on the License Area, including improvements on the Property hereinafter constructed or installed.

- d. Workers' Compensation as required by law.

The insurance coverages referred to under this Paragraph shall include Licensor as an additional insured. Such a provision shall apply only in proportion to and to the extent of the negligent acts or omissions of University, its officers, agents and employees, or any person or persons under University's direct supervision and control, and then only to the extent such supervision and control is required by law. University, upon full execution of this Agreement, shall furnish Licensor with Certificates of Insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days advance written notice to Licensor of any material modification, change or cancellation of any of the above insurance coverages.

8. Notices. Any notice required hereunder shall be in writing and shall be addressed as follows:

Licensor: City of Corcoran
Attn: Greg Gatzka, City Manager
832 Whitley Ave.
Corcoran, CA 93212
Phone: 559-992-2151 ext. 2510
Email: greg.gatzka@cityofcorcoran.com

with copy to: Joseph Faulkner, Public Works Director
832 Whitley Ave.
Corcoran, CA 93212
Email: joe.faulkner@cityofcorcoran.com

University: Julien Marty
Berkeley Seismological Laboratory
University of California, Berkeley
213 McCone Hall

Berkeley, CA 94720
Phone: 510-426-1379
Email: jmarty@berkeley.edu

with copy to: Shauna Brown
Real Estate Group
University of California, Berkeley
205 A&E Building
Berkeley, CA 94720
Phone: 510-643-2066
Email: shauna.brown@berkeley.edu

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

11. Attorneys' Fees. In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, in such action or proceeding.

12. Governing Laws. This Property Use Agreement shall be construed in accordance with the laws of the State of California.

13. Entire Agreement. This Property Use Agreement constitutes the entire agreement between the parties hereto and supersedes any and all prior agreements, both written and oral, regarding the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Property Use Agreement as of the date first above written.

Licensor:

University:

CITY OF CORCORAN

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA

By _____

By _____

Name Greg Gatzka

Name _____

Title City Manager

Its Officer

Date _____

Date _____

**STAFF REPORT
ITEM #: 7-C**

MEMO

TO: Corcoran City Council

FROM: Greg Gatzka, City Manager

DATE: March 9, 2022

MEETING DATE: March 22, 2022

SUBJECT: Measure A Projects for Fiscal Year 2022-2023

Summary:

Continue the City Council review and prioritization possible Measure A capital improvement projects for the upcoming fiscal year.

Recommendation:

Review and provide direction on the proposed Measure A projects for the 2022-2023 fiscal year.

Budget impact:

None with this action. Council direction on Measure A projects will be taken into consideration as staff plan the Measure A expenditures for the Proposed Fiscal Year 2022-2023 Budget.

Background:

On December 12, 2017, the City Council approved Resolution No. 2912 which set the first expenditure plan for Measure A funds over a four-year period that began with Fiscal Year 2018-2019. This plan defined a guideline to set aside 15% of the Measure A revenues for use on Capital Projects. The fiscal year allocations are listed below:

\$180,000 in Fiscal Year 2018-2019

\$181,800 in Fiscal Year 2019-2020

\$140,000 in Fiscal Year 2020-2021 (Council Resolution No. 3034)

\$270,000 in Fiscal Year 2021-2022 (Council Resolution No. 3110)

Measure A revenue projections are not yet available for the upcoming Fiscal Year 2022-2023. However, the current fiscal year amount of \$270,000 can be used as a general assumption for project planning discussions.

Attachments:

List of potential projects

**STAFF REPORT
ITEM #: 7-D****MEMO****TO: Corcoran City Council****FROM: Greg Gatzka, City Manager****DATE: March 16, 2022****MEETING DATE: March 22, 2022****SUBJECT: Urgency Ordinance for SB 1383 Compliance****Summary:**

An Urgency Ordinance is proposed to immediately enact enforceable provisions for organic waste and edible food recovery as mandated by Senate Bill 1383.

Recommendation:

Consider approving Resolution No. 3122 to adopt Ordinance No. 640 an Urgency Ordinance enacting regulations for handling of solid waste, including organics and edible foods.

Budget impact:

None with this action.

Background:

Senate Bill 1383 signed by the Governor on September 19, 2016, established methane emissions reduction targets Statewide to reduce emissions from short lived climate pollutants. The focus of this legislation is on organic waste reduction efforts to divert this type of material from solid waste streams and disposal in landfills. The California Department of Resources Recycling and Recovery (CalRecycle) is responsible for establishing SB1383 related regulations in 2020. Cities and Counties were then required to adopt SB 1383 related enforceable ordinances or other measures by January 1, 2022. Most cities and counties are not in compliance with this requirement. However, the State is offering SB 1383 Local Assistance Grants that has allowed jurisdictions up to April 1, 2022, to demonstrate they are in compliance. Our contracted waste hauler Tule Trash is already making progress on SB 1383 compliance measures, but our City needs to demonstrate to CalRecycle that an enforceable ordinance is in place to implement SB 1383.

On February 1, 2022, our City applied for the SB 1383 Local Assistance grant and is likely the only jurisdiction in Kings County to be in compliance and eligible for first round funding through this grant. If other jurisdictions do not apply and come into compliance, Corcoran will

likely be eligible to apply for unused SB 1383 grant funds allocated to other jurisdictions. As an immediate interim measure for Corcoran to demonstrate compliance by the April 1, 2022, deadline, the SB 1383 compliant ordinance prepared by staff is proposed to be adopted as an Urgency Ordinance while also simultaneously processing a regular ordinance of the same to amend Title 4, Chapter 2 of the City Municipal Code related to solid waste and integrate SB 1383 requirements.

This Urgency Ordinance has been reviewed by our City Attorney, Public Works Director and contracted waste hauler.

Attachments:

Corcoran City Council Resolution No. 3122
Ordinance No. 640 Urgency Ordinance

**BEFORE THE CITY COUNCIL OF THE
CITY OF CORCORAN**

IN THE MATTER OF:

Adoption of urgency ordinance
implementing requirements for handling
of organic waste and edible foods.

RESOLUTION No. 3122

WHEREAS, the City Council of the City of Corcoran (“City”) has considered the report from City staff and all public comment(s), if any, on the need to enact an ordinance in accordance with California Senate Bill 1383 (“SB-1383”), the Short-Lived Climate Pollutant Reduction Act of 2016;

WHEREAS, the City finds that it has a legitimate and compelling interest in protecting the public health, welfare and safety of its residents, as well as preserving the same within the City;

WHEREAS, the City has determined that an urgency ordinance is necessary to immediately protect the public health, welfare and safety of residents of the City, by enacting regulatory requirements for the handling of organic waste and edible foods; and

WHEREAS, the City now desires to enact Ordinance No. 640, on an urgency basis so that it may take effect immediately.

UPON MOTION OF COUNCIL MEMBER _____, SECONDED BY COUNCIL MEMBER _____, THE FOLLOWING WAS PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL AT AN OFFICIAL MEETING HELD ON March __, 2022, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: _____

MARLENE SPAIN, City Clerk
CITY OF CORCORAN

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL:

1. Found that the foregoing recitals are true;
2. Introduced and waived the reading of urgency Ordinance No.640;
3. Found based upon the evidence before the Council, that delay in adopting the new ordinance could adversely affect the immediate preservation of health and safety of members of the public by not implementing regulations governing the handling of organic waste and edible foods with in the City in a manner consistent with the requirements of SB-1383;
4. Adopted and enacted Ordinance No. 640, by at least a four-fifths (4/5) vote as noted above, an urgency ordinance regulating the handling of organic wastes and edible foods, which shall be effective immediately; and
5. Authorized the City Manager and relevant City staff to carry out the terms and conditions of this resolution and to take all steps reasonably necessary, proper and/or convenient and/or incidental thereto.

ORDINANCE NO. 640

**AN URGENCY ORDINANCE OF THE CITY OF CORCORAN
ENACTING REGULATIONS FOR HANDLING OF SOLID WASTE,
INCLUDING ORGANICS AND EDIBLE FOODS.**

THE CITY COUNCIL OF THE CITY OF CORCORAN DOES ORDAIN AS FOLLOWS:

Section 1. PURPOSE. California Senate Bill 1383 (“**SB-1383**”), the Short-lived Climate Pollutant Reduction Act of 2016, requires local jurisdictions to enact and enforce an ordinance or enforceable mechanism to implement relevant regulatory provisions of SB-1383 and its implementing regulations. This ordinance is intended to immediately help reduce harmful emissions of short-lived climate pollutants and also to reduce food insecurity by requiring Commercial Edible Food Generators (defined below) to undertake arrangements which will maximize the recovery, for human consumption, of Edible Food (defined in **EXHIBIT A**) which would otherwise be disposed of.

Section 2. FINDINGS. The City Council of the City of Corcoran (“**City**”) hereby finds and declares the following:

- a) California Constitution Article 11, Section 7 authorizes the City of Corcoran (“**City**”) to make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general laws; and
- b) It is in the best interest of the City to enact local regulations which will achieve compliance with State mandates aimed at reduction of emissions of short-lived climate pollutants and helping reduce food insecurity.
- c) This ordinance is necessary for the immediate preservation of the public peace, health or safety because there exists ongoing harmful emissions of short-lived climate pollutants and widespread food insecurity, including within the boundaries of the City.

Section 3. CODE REPEAL. Title 4, Chapter 2 of the Corcoran Municipal Code, pertaining to solid waste collection and processing, is hereby repealed.

Section 4. CODE ADOPTION. The provisions and requirements, attached hereto as **EXHIBIT A**, are hereby incorporated into this ordinance as if fully set forth verbatim, and shall be added into the Corcoran Municipal Code and become the entirety of Title 4, Chapter 2 of the Corcoran Municipal Code, titled ***Solid Waste, Recyclable Materials and Organic Waste Collection and Processing***.

Section 5. CEQA REVIEW. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA guidelines section 15060(c)(2) [the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment] and 15061(b)(3) [there is no possibility the activity in question may have a significant effect on the environment]. In addition to the foregoing general exemptions, the City Council further finds that the ordinance is categorically exempt from review under CEQA under the Class 8 categorical exemption [regulatory activity to assure the protection of the environment]. The City Manager is hereby authorized and directed to ensure that a *Notice of Exemption* is filed pursuant to CEQA Guidelines section 15062 [14 C.C.R. § 15062].

Section 6. NO LIABILITY. The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of Corcoran, or any official, employee or agent thereof.

Section 7. PENDING ACTIONS. Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 8. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Corcoran hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 9. CONSTRUCTION. The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Corcoran Municipal Code as amended by this ordinance are substantially the same as provisions in the Corcoran Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

Section 10. URGENCY; EFFECTIVE DATE; AND PUBLICATION. This ordinance is adopted by the City Council pursuant to the California Constitution, article XI, section 7 and Government Code section 36937(b) by a four-fifths (4/5) or greater vote, as an urgency measure for the immediate preservation of the public health, safety, welfare and peace, and shall take effect immediately. The reasons for such urgency are set forth in Section 1 above, adopting resolution and/or the Council meeting record. Prior to the expiration of fifteen (15) days from the passage hereof a certified copy of this full ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1) and a summary shall be published once in The Corcoran Journal, a newspaper printed and published in the City of Corcoran, State of California, together with the names of the Council members voting for and against the same.

THE FOREGOING ORDINANCE was passed, enacted and adopted by the City Council of the City of Corcoran, State of California, on _____, 2022 at a regular meeting of said Council duly and regularly convened on said day by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Patricia Nolen, Mayor

ATTEST:

Marlene Spain, City Clerk

I, Marlene Spain, City Clerk of the City of Corcoran do hereby certify that the foregoing is a full, true and correct copy of an Ordinance duly passed by the City Council of the City of Corcoran on the date and by the vote as set forth therein.

DATED: _____, 2022

City Clerk

EXHIBIT A
CITY OF CORCORAN MUNICIPAL CODE
TITLE 4
CHAPTER 2
SOLID WASTE, RECYCLABLE MATERIALS AND ORGANIC WASTE COLLECTION AND PROCESSING

SECTION:

- 4-2-1: Definitions
- 4-2-2: Collection Service
- 4-2-3: Residential Collection
- 4-2-4: Commercial Collection
- 4-2-5: Food Recovery
- 4-2-6: Self Haulers
- 4-2-7: Facility Operators
- 4-2-8: CALGreen Recycling Compliance
- 4-2-9: MWELo Compliance
- 4-2-10: Charges
- 4-2-11: Contract Service
- 4-2-12: Unlawful Activities
- 4-2-13: Enforcement Provisions
- 4-2-14: Violation
- 4-2-15: Complaints And Appeals

4-2-1: DEFINITIONS:

For the purpose of this chapter, the following terms, words and phrases are defined as follows:

"Act" refers to the California Integrated Waste Management Act of 1989 1 and all regulations adopted under said act, as may be amended from time to time.

"Bin" includes but is not limited to Solid Waste containers with a capacity of at least one cubic yard and roll-off type service containers. Roll-off bins do not need to match the Blue, Green or Gray color requirements listed in these definitions.

"Blue Container" is a blue colored waste bin used for the purpose of storage and collection of Source Separated Recyclable Materials or Source Separated Blue Container Organic Waste. The containers shall have a lid or body that complies with one of the following options:

- a. Blue body with blue lid;
- b. Blue body with gray lid; or,
- c. Blue lid with any color body.

"Brown Container" is a brown colored waste bin used for the purpose of storage and collection of Source Separated Food. The Brown Container Containers shall have a lid and body that comply with one of the following options:

- a. Brown body with brown lid;
- b. Brown body with gray lid; or,
- c. Brown lid with any color body

"Buy Back Facility" is a facility which receives Source Separated Materials for a fee.

"CalRecycle" means California's Department of Resources Recycling and Recovery.

"California Code of Regulations" or "CCR" means the State of California Code of Regulations.

"City" refers to the City of Corcoran.

"City Enforcement Official" means the City Manager or their authorized Designee(s) who is partly or wholly responsible for enforcing this Chapter.

"Collection Containers" is a general reference to the City's three separate collection bin system that includes the Gray Container, Blue Container, and Green Container.

"Collection Service" refers to the City of Corcoran's waste collection service that may be a contracted service that supports the collection of solid waste, recyclable materials, and organic waste for disposal, recovery or reuse in compliance with CalRecycle regulations, reporting and other requirements.

"Commercial Business" means all business, industrial or similar non-residential land uses, whether for-profit or nonprofit, and multifamily residential dwelling with five (5) or more units.

"Commercial Edible Food Generator" includes a Tier One or a Tier Two Commercial Edible Food Generator as defined further in this Section. Food Recovery Organizations and Food Recovery Services are defined separately.

"Compliance Review" means a review of records by the City to determine compliance with this ordinance.

"Community Composting" means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet.

"Compost" means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.

"Compostable Plastic" means plastic materials that meet the ASTM D6400 sections 5.1 through 6.4.2 standard for compostability as 34 published May, 2019

"Composting Facility" is a permitted solid waste facility where composting processes are performed to produce compost. This excludes private residences composting their own material for their own use.

"Container" means a cart, bin, roll-off or other similar receptacle used to temporarily store Solid Waste, Recyclable Materials, or Organic Waste for Collection Service.

"Container Contamination" means a container, regardless of color, that contains Prohibited Container Contaminants.

"Containerized Service" is the City waste collection service that uses a vehicle equipped for the mechanical handling of one, two (2), or three (3) cubic yard containers with casters. Such containers shall be furnished by the City or its Contract Collector.

“Contract Collector” is any person or entity who is duly contracted by the City to provide solid waste, recyclable materials and organic waste collection service to residential, commercial, or industrial properties within the City and Service Area.

“Council” is the City Council of the City of Corcoran.

“Curbside Collection” is the collection of solid waste, recyclable materials, and organic waste placed in designated collection bins and located adjacent to the street or roadway for collection service.

“C&D” means construction and demolition debris that may consist of bricks, stones, mortar, concrete, asphalt concrete, wood, or other debris treated as discarded material from construction, renovation, remodeling, repair, or demolition of buildings or structures.

“Designated Source Separated Organic Waste Facility” means a Solid Waste facility that accepts a Source Separated Organic Waste collection stream and complies with one of the following:

- (1) The facility is a “transfer/processor” that is in compliance with CalRecycle reporting requirements, and meets or exceeds an annual average Source Separated organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024 and 75 percent on and after January 1, 2025 for Organic Waste received from the Source Separated Organic Waste collection stream.

If a transfer/processor has an annual average Source Separated organic content Recovery rate lower than the rate required above for two (2) consecutive reporting periods, or three (3) reporting periods within three (3) years, the facility shall not qualify as a “Designated Source Separated Organic Waste Facility”.

- (2) The facility is a “composting facility” that demonstrates that the percent of the material removed for landfill disposal that is Organic Waste is less than the percent specified by CalRecycle, and complies with the digestate handling requirements.

If the percent of the material removed for landfill disposal that is Organic Waste is more than the percent specified by CalRecycle, for two (2) consecutive reporting periods, or three (3) reporting periods within three (3) years, the facility shall not qualify as a “Designated Source Separated Organic Waste Facility.”

“Designee” means a City official who has been delegated authority by the City Manager to enforce this ordinance, and/or a City contracted entity that is assigned City’s responsibilities related to this ordinance. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.

“Edible Food” means food intended for human consumption and that meets the food safety requirements of the California Retail Food Code.

“Enforcement Action” means an action by the City to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or use of other remedies.

“Excluded Waste” means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that the City, or its Contracted Collector or Designee believe would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose the City, or Contracted Collector or Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint. Excluded Waste does not include used motor oil and filters, household batteries, universal wastes, and/or latex paint when such materials are defined as allowable materials for collection through the City’s collection programs and the generator or customer has properly placed the materials for collection pursuant to instructions provided by the City or Contracted Collector or Designee for collection services.

“Food Distributor” means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores.

“Food Facility” has the same meaning as defined by Health and Safety Code.

“Food Recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed.

“Food Recovery Organization” means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities, including, but not limited to:

- (1) A food bank as defined by Health and Safety Code;
- (2) A nonprofit charitable organization as defined by Health and Safety code; and,
- (3) A nonprofit charitable temporary food facility as defined in Health and Safety Code.
- (4) A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this ordinance.

“Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery. A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this ordinance.

“Food Scraps” means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

“Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, commercial, or industrial locations or others based on contractual arrangements with these types of organizations.

“Food-Soiled Paper” is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

“Food Waste” means Food Scraps, Food-Soiled Paper, and Compostable Plastics.

“Franchise” means the right of a person or entity to make arrangements for the collection and transport of Solid Waste, Recyclable Materials and Organic Waste to landfills, transformation facilities, material recovery facility, processing facilities, or other licensed facilities.

“Gray Container” is a gray or black colored waste bin used for the purpose of storage and collection of Gray Container Waste.

“Gray Container Waste” means Solid Waste that is collected in a Gray Container that is part of a three-container Collection Service that prohibits the placement of Organic Waste in the Gray Container. For the purposes of this Agreement, “gray” means any shade of gray, including black. The Gray Container shall have a lid and body that comply with one of the following options:

- a. Gray body with gray lid;
- b. Gray lid with any color body

“Green Container” is a green colored waste bin used for the purpose of storage and collection of Source Separated Green Container Organic Waste. The Green Container Containers shall have a lid and body that comply with one of the following options:

- a. Green body with green lid;
- b. Green body with gray lid; or,
- c. Green lid with any color body

“Green Waste” means leaves, grass clippings, brush, branches and other forms of organic matter generated from residential yards, landscapes, gardens, and other incidental pieces of untreated or unpainted scrap lumber no longer than twenty-four inches. Green waste does not include stumps or branches exceeding six inches diameter or two foot length, or any other form of Solid Waste that is not suitable for composting.

“Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments.

“Hauler Route” means the designated itinerary or sequence of stops for each segment of the City’s collection service area.

“High Diversion Organic Waste Processing Facility” means a facility that is in compliance with CalRecycle requirements and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022, and December 31, 2024, and 75 percent after January 1, 2025, as calculated for Organic Waste received from the “Mixed waste organic collection stream”.

“Inspection” means a site visit where the City, or its Designee, reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this ordinance.

“KWRA” is the Kings Waste and Recycling Authority which is a joint powers authority established for regional solid waste coordination, and consisting of the County of Kings and the cities of Corcoran, Hanford, and Lemoore.

“Landfill” is a disposal site where solid waste is or was previously deposited and compacted before burial in a specially prepared area which provides environmental monitoring and treatment.

“Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event.

“Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. A venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. A site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is considered a single Large Venue.

“Local Education Agency” means a school district, charter school, or county office of education that is not subject to the control of City regulations related to Solid Waste.

“Mixed Waste Organic Collection Stream” means Organic Waste collected in a container that is required to be taken to a High Diversion Organic Waste Processing Facility.

“Multi-Family Residential Dwelling” means a residential premises with five (5) or more dwelling units. Hotels, motels, or other transient occupancy facilities are considered Commercial Businesses.

“MWELo” refers to the Model Water Efficient Landscape Ordinance.

“Non-Compostable Paper” includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process.

“Non-Local Entity” means the following entities that are not subject to the City’s enforcement authority:

- (1) Special district(s) located within the boundaries of the City.
- (2) Federal facilities located within the boundaries of the City.
- (3) Prison(s) located within the boundaries of the City, including Corcoran Prison and California Substance Abuse Treatment Facility (SATF).

“Non-Organic Recyclables” means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass.

“Notice of Violation” means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties.

“Organic Waste” means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges.

“Organic Waste Generator” means a person or entity that is responsible for the initial creation of Organic Waste.

“Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling.

“Premises” is a tract or parcel of land with or without habitable buildings or appurtenant structures.

“Printing and Writing Papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications.

“Prohibited Container Contaminants” means the following:

- (1) Discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the City’s Blue Container.
- (2) Discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the City’s Green Container.
- (3) Discarded materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in City’s Green Container and/or Blue Container.
- (4) Any other City or State defined excluded waste placed in any container.

“Recovered Organic Waste Products” means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility.

“Recovery” means any activity or process to secure food or material for reuse.

“Recycled-Content Paper” means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber.

“Recyclable Materials” means those materials that may be separated on a commercially reasonable basis from Solid Waste and returned to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet quality standards necessary to be used in the marketplace. Recyclable Materials does not include Organic Waste.

“Remote Monitoring” means the use of the internet of things (IoT) and/or wireless electronic devices to visualize the contents of Blue Containers, Green Containers, and Gray Containers for purposes of identifying the quantity of materials in containers (level of fill) and/or presence of Prohibited Container Contaminants.

“Renewable Gas” means gas derived from Organic Waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted or authorized to recycle Organic Waste.

“Restaurant” means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption.

“Route Review” means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination, and may include mechanical Inspection methods such as the use of cameras.

“SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

“SB 1383 Regulations” refers to the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020.

“Self-Hauler” means a person or entity, who hauls Solid Waste, Recyclable Materials, or Organic Waste that they have generated to another person. Self-hauler also includes a person who back-hauls waste. Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator’s own employees and equipment.

“Service Area” is the incorporated area of the City of Corcoran and any unincorporated portions of Kings County that have been established by agreement between the County of Kings and City whereby the City is designated as the responsible service provider for Collection Service.

“Single-Family” means any residential premises to include all single family, duplex or townhomes.

“Solid Waste” has the same meaning as defined in State Public Resources Code, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

- (1) Hazardous waste, as defined in State Public Resources Code.
- (2) Radioactive waste regulated pursuant to the State Radiation Control Law.
- (3) Medical waste regulated pursuant to the State Medical Waste Management Act.

“Source Separated” means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the

marketplace. Source Separated shall include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that Source Separated materials are separated from Gray Container Waste/Mixed Waste or other Solid Waste for the purposes of collection and processing.

"Source Separated Blue Container Organic Waste" means Source Separated Organic Wastes that are defined by the City or Contract Collector as allowable for collection in Collection Service provided Blue Container and may be comingled with Non-Organic Recyclables.

"Source Separated Green Container Organic Waste" means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles.

"Source Separated Recyclable Materials" means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.

"Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items.

"Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

- (1) Supermarket.
- (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- (3) Food Service Provider.
- (4) Food Distributor.
- (5) Wholesale Food Vendor.

"Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

- (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- (2) Hotel with an on-site Food Facility and 200 or more rooms.
- (3) Health facility with an on-site Food Facility and 100 or more beds.
- (4) Large Venue.
- (5) Large Event.
- (6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- (7) A Local Education Agency facility with an on-site Food Facility.

"Uncontainerized Service" means a collection service that collects green waste and yard waste that is placed in a pile or bagged for collection on the street in front of a generator's house or place of business for collection and transport to a facility that recovers Source Separated Organic Waste.

“Wholesale Food Vendor” means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination.

Notes

1. Pub.Res.C. § 40000 et seq.

4-2-2: COLLECTION SERVICE:

A. **Collection Service Required:** All residential, commercial, industrial or other properties within the City or Service Area where Solid Waste, Recyclable Materials, or Organic Waste is accumulated shall be required to use the City’s Collection Service and pay the charges set forth in this Chapter.

B. **Collection Containers:** The person in occupancy of any residence, or person in possession, charge or control of any business establishment, shall place the accumulations of Solid Waste, Recyclable Materials, and Organic Waste at the residence or business establishment in the designated Gray Container, Blue Container and Green Container provided by the City or Contract Collector.

C. **Container Condition:** Containers provided are to be watertight and made of a substantial, durable material, equipped with a close-fitting cover and handles to facilitate lifting and handling. Containers shall be maintained in good useable condition for Collection Service.

D. **Containers To Be Kept Clean:** All Collection Containers shall be kept in a clean and sanitary condition and covered at all times. Should a residence or business establishment fail to keep a container in a clean and sanitary condition, and upon failure to do so after notice from the City or Designee, the City may clean and sanitize the container and charge for said service on the regular utility bill. Use of Collection Containers shall also comply with all other requirements of this Chapter, otherwise be subject to certain fines and/or administrative penalties, as set forth in Section 4-2-14 of this Chapter.

E. **Collection Pick Up:** The City shall provide once a week regular interval collection service for each of the three color designated containers to provide Collection Service to residences and business establishments within the City and Service Area.

F. **Container Placement:** The person in occupancy of any residence, or person in possession, charge or control of any business establishment, shall place their Collection Containers out for Collection Service on the City designated collection days and at a location in conformance with the following provisions:

1. **Curbside Service:** Curbside Collection Service is the City preferred placement location for residences and business establishments to place their Collection Containers immediately adjacent to a street or other roadway on the curb where it is readily accessible for Collection Service.

2. **Containers To Not Block Public Right Of Way:** All Collection Containers shall be stored and placed for collection in a manner which does not obstruct and/or interfere with a public right of way or driveway. Collection Containers when placed along the curb shall not be placed in the street or gutter.

3. **Alternative Alley Service:** The City may designate an alternative placement location within a public alley where available if the alternative placement provides a more efficient Hauler Route service. When an alley service is designated for any residence or business, the placement of the Collection Container shall be adjacent to the property line within the alley way. The Collection Container should not be located more than two feet from the property line or cause any unnecessary obstruction for Hauler Route accessibility.
4. **Placement Time:** Residences and business establishments shall place their Collection Containers out for Collection Service no earlier than seven o'clock (7:00) P.M. on the day prior to collection, and no later than five o'clock (5:00) A.M. on the day of collection. Empty Collection Containers shall be removed from the curbside or alley no later than twelve o'clock (12:00) midnight on the day of collection. (Ord. 513, 11-21-1994)
5. **Out Of Public View:** Collection Containers when not being placed for Collection Service shall not be visible from public street view. Commercial Generators such as multiple-family dwellings and apartments that utilize City or Contract Collector approved containerized service, shall also store such containers in a manner which avoids view of the containers from the public right of way. (Ord. 582, 3-23-2005)
6. **City Control:** Collection Containers when placed out for Collection Service shall be deemed under the control of the City.

4-2-3: RESIDENTIAL COLLECTION:

A. Residences within the City and Service Area are designated as Single Family Generators subject to the City's Collection Service for Solid Waste, Recyclable Materials and Organic Waste collection and subject to the following requirements:

1. The City shall have the right to review the number and size of a Residential Generator's Collection Containers to evaluate adequacy of capacity provided for each type of Collection Service for proper separation of materials and containment of materials.
2. Residential Generators shall adjust their service level for Collection Services as requested by the City.
3. Residential Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste through backyard residential composting, and/or using a community composting site.
4. Residential Generators shall participate in the City's Solid Waste, Recyclable Materials and Organic Waste collection services by placing designated materials in designated Containers.
5. Special haul service for tree trimming and limbs too numerous or large to be placed in the Green Container will be collected at an additional cost to the residence. Tree trimmings and limbs must be less than four inches (4") in diameter and tied together at each end in bundles that do not exceed four feet (4') in length and forty (40) pounds in weight. (Ord. 551, 3-20-2001)

6. Other special collection services may also be available and provided in addition to the regular Collection Services, but are subject to any relevant City approved contracted service agreement and/or franchise agreement pertaining to Collection Services.

4-2-4: COMMERCIAL COLLECTION:

A. Commercial Businesses, including Multi-Family Residential Dwellings within the City and Service Area are designated as Commercial Generators subject to the City's Collection Service for Solid Waste, Recyclable Materials and Organic Waste collection and subject to the following requirements:

1. The City shall have the right to review the number and size of a Commercial Generator's Containers and frequency of Collection to evaluate adequacy of capacity provided for each type of Collection Service for proper separation of materials and containment of materials.

2. Commercial Generators shall adjust their service level for their Collection Services as requested by the City.

3. Commercial Generators shall participate in the City's three-container Collection Service and adhere to the Blue Container, Green Container and Gray Container material requirements. Food Waste is to be combined with Source Separated Green Container Organic Waste in the Green Container.

4. Commercial Generators shall supply and allow access to an adequate number, size and location of Collection Containers with sufficient labels or colors for employees, contractors, tenants, and customers, consistent with the City's Blue Container, Green Container, and Gray Container Collection Service or, if Self-Hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 4-2-6.

5. Commercial Generators, excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. The containers provided by the business shall have either:

a. A body or lid that conforms with the container colors provided through the Collection Service provided by City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.

b. Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that Container, or Containers with imprinted text or graphic images that indicate the primary materials

accepted and primary materials prohibited in the Container. Container labeling requirements are required on all new containers after January 1, 2022.

c. To the extent practical through education, training, Inspection, and/or other measures, prohibit employees from placing materials in a container not designated for those materials, or if self-hauling provide instruction on Self Hauler requirements under Section 4-2-6.

d. Periodically inspect containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers.

6. Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.

7. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.

8. Provide or arrange access for the City or Contracted Service to their properties during all Inspections conducted in accordance with Section 4-2-13 to confirm compliance with the requirements of this Chapter.

9. If the City has a Remote Monitoring program, accommodate and cooperate with City's Remote Monitoring program for Inspection of the contents of Containers for Prohibited Container Contaminants, to evaluate Generator's compliance. The Remote Monitoring program shall involve installation of Remote Monitoring equipment on or in the Blue Containers, Green Containers, and Gray Containers.

10. If a Commercial Business wants to Self-Haul, they shall comply with Self-Hauler requirements in Section 4-2-6.

11. Nothing in this section prohibits a Commercial Generator from preventing or reducing waste generation, managing Organic Waste on site, or using a community composting site.

12. Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements in Section 4-2-5.

B. Commercial Edible Food Generators: Tier One Commercial Edible Food Generators must comply with the requirements of this section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this section, commencing January 1, 2024.

1. Commercial Edible Food Generators shall comply with the following requirements:
 - a. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.

- b. Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for either option below:
 - 1. Collection of Edible Food or Food Recovery.
 - 2. Acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
- c. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service
- d. Allow the City's Designee for enforcement of this Chapter to access the premises and review records relevant to Compliance Review.
- e. Keep records that include the following information and made available for Compliance Review:
 - 1. A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement.
 - 2. A copy of all contracts or written agreements related to Edible Food Recovery.
 - 3. A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 - I. The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
 - II. The types of food that will be collected by or Self-Hauled to the Food Recovery Service or Food Recovery Organization.
 - III. The established frequency that food will be collected or Self-Hauled.
 - IV. The quantity of food, measured in pounds recovered per month, collected or Self-Hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

C. Commercial Waivers: The City may provide De Minimis Waivers, Physical Space Waivers or any additional waivers of the requirements of this Chapter to the extent permitted by applicable law. The City Public Works Director or designated City staff shall be responsible for determining the grounds for the waiver, scope, and appropriate administration. Authority for issuance of a Commercial Waiver cannot be delegated to a private entity Contract Collector.

1. De Minimis Waiver: The City may issue a De Minimis Waiver for a Commercial Business' obligation to comply with some or all of the Organic Waste requirements if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material. Commercial Businesses requesting a De Minimis Waiver shall:

a. Submit a City application specifying the services that they are requesting a waiver from and provide documentation as defined by either option below:

- 1. The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business total waste; or
- 2. The Commercial Business' total Sold Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.

b. Notify City if circumstances change such that Commercial Business's Organic Waste exceeds threshold required for waiver, in which case waiver will be rescinded.

c. Provide written verification of eligibility for De Minimis Waiver every five years, if the City has previously approved a De Minimis Waiver.

2. Physical Space Waivers. The City may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the Recyclable Materials and/or Organic Waste collection service requirements if the City has evidence from its own staff, Contract Collector, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Organic Waste collection requirements. A Commercial Business or property owner may request a physical space waiver through the following process:

a. Submit a City application form specifying the type(s) of Collection Service for which they are requesting a compliance waiver.

b. Provide documentation that the premises lacks adequate space for Blue Containers and/or Green Containers including documentation from the City Contract Collector, licensed architect, or licensed engineer.

c. Provide written verification to the City that it is still eligible for Physical Space Waiver every five years, if the City has previously approved a Physical Space Waiver.

4-2-5: FOOD RECOVERY:

The following requirements for Food Recovery services, organizations and capacity planning within the City are as follows:

A. Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established shall maintain the following records:

1. The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.

2. The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.

3. The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.

4. The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food for Food Recovery.

B. Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement shall maintain the following records:

1. The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
2. The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
3. The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.

C. Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators shall report to the City the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with no later than March 1, July 1, and September 1 annually.

D. Food Recovery Capacity Planning. In order to support Edible Food Recovery capacity planning assessments or other studies, Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the City.

4-2-6: SELF HAULERS:

The off-site removal of any Solid Waste, Recyclable Materials or Organic Waste generated on a property within the City or Service Area when not utilizing the City Collection Service is subject to the following Self-Hauler requirements:

- A. Self-Haulers shall source separate all Recyclable Materials and Organic Waste generated on-site from Solid Waste in a manner consistent with the City's Collection Service and shall haul Organic Waste to a High Diversion Organic Waste Processing Facility.
- B. Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials.
- C. Self-Haulers shall haul their Source Separated Green Container Organic Waste to Designated Source Separated Organic Waste Facility or Composting Facility. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.
- D. Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each facility that processes or recovers Organic Waste. This record shall be subject to City Inspection and include the following information:
 1. Delivery receipts and weight tickets from the entity accepting the waste.
 2. The amount of material in cubic yards or tons transported by the generator to each entity

3. If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.

E. A residential Organic Waste Generator that self-hauls Organic Waste is not required to record or report information.

4-2-7: FACILITY OPERATORS:

A. Facility Operators and Community Composting Operations located within the City shall comply with the following requirements:

1. Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon the City's request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.

2. Community Composting operators, upon the City's request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

4-2-8: CALGreen Recycling Compliance:

A. Compliance with CALGreen recycling requirements shall be adhered to for all C&D waste generation and comingling of Organic Waste as follows:

1. Any person applying for a City permit for new construction and building additions and alterations shall comply with the requirements of this Section and all required components of the California Green Building Standards Code, known as CALGreen, as amended, if the project is covered by the scope of CALGreen. If the requirements of CALGreen are more stringent than the requirements of this Section, the CALGreen requirements shall apply.

2. For projects covered by CALGreen, the applicants must, as a condition of the City's permit approval, comply with the following:

a. Where five (5) or more Multi-Family dwellings units are constructed on a building site, provide readily accessible areas that serve occupants of all buildings on the site and are identified for the storage and collection of Blue Container and Green Container materials, consistent with the Collection Service provided by the City.

b. New Commercial construction or additions resulting in more than 30% of the floor area shall provide readily accessible areas identified for the storage and collection of Blue Container and Green Container materials, consistent with the Collection Service provided by the City.

c. Comply with all CALGreen requirements and applicable law related to management of C&D, including diversion of Organic Waste in C&D from disposal.

Comply with City C&D related requirements and guidelines regarding the collection, recycling, diversion, tracking, and/or reporting of C&D.

4-2-9: MWELO Compliance:

A. Compliance with MWELO requirements shall be adhered to for all new or rehabilitated landscape projects as:

1. Any property owner, building or landscape contractor, who is contrasting a new (Single-Family, Multi-Family, public, institutional, or Commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet shall comply with City's MWELO Ordinance, including use of Compost and mulch as defined.
2. The following Compost and mulch use requirements that are part of the MWELO are now also included as requirements of this Chapter.
3. Property owners or their building or landscape contractor that meet the criteria in Section A-1 above shall comply with the following:
 - a. Required to submit a landscape design plan with a soil preparation, mulch, and amendments section that include the following:
 - i. For Landscape installations, Compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.
 - ii. For landscape installations, a minimum three (3) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife up to five percent (5%) of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.
 - iii. Organic mulch materials made from recycled or post-consumer materials shall take precedence over organic inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other applicable local ordinances.
 - b. The MWELO compliance items listed in this Section are not an inclusive list MWELO requirements. Therefore, property owners or their building or landscape contractor proposing projects subject to MWELO shall consult the full MWELO for all requirements.
4. If, after the adoption of this ordinance, the California Department of Water Resources amends the MWELO requirements, the revised requirements shall be enforced.

4-2-10: CHARGES:

A. All rates and charges for Collection Service for residential, commercial, and containerized service shall operate as an enterprise recovering one hundred percent of the cost to operate such utility. Charges are fixed by resolution of the city council and may include a charge to each residential, commercial, and containerized service within the service area for street sweeping. The following requirements apply to City charges:

1. **Collection Charges:** Solid waste collection charges shall be included on the regular city utility bill. The charges shall be paid at the same time and in the same manner as other utility charges are paid, and all rules and regulations governing the collection of utility bills shall apply in every particular in the Collection Service bills.
2. **Partial Payment:** Any payment received for City utility charges in an amount less than the total billed shall be treated as a partial payment for each such charge and the amount received shall be allocated to the separate accounts in the same ratio as each such charge bears to the whole of the bill.
3. **Extra Charges:** The charges for the Collection Service resulting from the normal use of a premises shall not be construed as preventing the City from imposing reasonable extra charges for the removal of excessive amounts of accumulated waste.
4. **Exempt Premises:** Nonresidential properties that do not have or produce Solid Waste, Recyclable Materials or Organic Waste and which are not inhabited by an occupant may file a De Minimis Waiver with the Public Works Director subject to the requirements of Section 4-2-4(C)(1). If approved by the Public Works Director for all material source generation, the premises shall be exempt from any charge for Collection Service. Should circumstances change and material source generation occur, the property owner, occupant or person in charge shall immediately notify the Public Works Director of the change. The filing of a false De Minimis Waiver or failure to report material generation on the premises shall constitute a misdemeanor and void the exemption from Collection Service charges.
5. **Delinquencies:** All charges for Collection Service included on City utility bill shall be due and payable at the same time as other utility charges. If a bill for Collection Service is not paid within the time provided, the City may discontinue water service to the premises after following the rules and regulations governing the collection of utility bills as established by resolution of the city council.

4-2-11: CONTRACT SERVICE:

A. The City may assign and delegate the City's collection of Solid Waste, Recyclable Materials and Organic Waste to any hauler with a City Contract Service agreement and City Franchise Agreement subject to the following Collection Service requirements and standards:

1. A contract for providing City Collection Services may be entered into between the City and a private contractor for a period not to exceed fifteen (15) years subject to the provisions of this code and other applicable laws.
2. Contract Service provider shall enter into a City Franchise Agreement to have the sole and exclusive right to collect Solid Waste, Recyclable Materials and Organic Waste within

the City and Service Area and transport same throughout the streets and public ways for the transfer and/or disposal of all accumulated material in a manner consistent with this Chapter.

3. Any such contract may be entered into by the City and accepted by resolution of the Council upon terms deemed necessary to protect the interests of the City and consistent with this Chapter.

4. Contract Service shall annually report prior to June 1 the list of facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials, and Source Separated Green Container Organic Waste.

5. Transport Source Separated Recyclable Materials or Source Separated Green Container Organic Waste, and Mixed Waste to a facility, operation, activity, or property that recovers Organic Waste.

6. Obtain approval from the City to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D.

7. Haulers authorized to collect Organic Waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its City agreement.

B. Special Services: City Contract Services with a City Franchise Agreement may provide additional special hauling services within the City and Service Area subject to the following:

1. Authorizes Contract Service provider to furnish by contract from any premises within the City or Service Area the collection and disposal of solid waste accumulations from C&D resulting from construction and heavy commercial and industrial sites within the City, including, without limitation, the collection and disposal of rocks, concrete, bricks, dirt, plaster and building materials and other solid waste accumulations of such quantity that may be in excess of the normal capacity used by the Collection Service.

2. Authorizes Contract Service provider to furnish by contract from any premises within the City or Service Area the collection, handling and processing of Recyclable Materials in excess of the normal capacity used by the Collection Service.

C. Franchise Requirements: Any person or entity with a City Franchise Agreement for Collection Service shall comply with the following:

1. Franchise Agreement holder shall monitor the amount of material collected, and prepare and submit quarterly written reports entitled "Report Of Solid Waste Processed" to the Public Works Director and its Designee by April 10, July 10, October 10, and January 10 of each year. The report shall include the following information:

a. The name, address and telephone number of the person conducting the solid waste collection and/or processing.

b. The type of Solid Waste collected and/or processed.

c. Total tonnage of Solid Waste collected or received for processing during that respective quarter.

d. Type of and tonnage of recyclables collected, received and processed.

e. Destination of processed recyclables.

f. Destination for disposal of nonrecyclable solid waste.

2. Franchise Agreement holder must agree to comply with any City agreed to provisions with KWRA so long as the City remains party to and subject to the Joint Powers Agreement that establishes KWRA as the regional solid waste coordinating entity.

3. The requirements set forth in this subsection may be altered, amended and/or supplemented by the City in its Franchise Agreement with any franchisee. In absence of contradictory terms within a Franchise Agreement, however, the franchise is required to comply fully with the provisions set forth within this subsection.

4-2-12: UNLAWFUL ACTIVITIES:

A. The following activities are determined unlawful and subject to enforcement and violation provisions of this Chapter, and issuance of penalties, fines or other corrective remedies available to the City.

1. Except for duly licensed solid waste facilities, it shall be unlawful for any occupant or owner of any building, lot, or premises in the City to allow collection on such premises any solid waste determined to be a public nuisance as defined in Chapter 1 of this title.

2. Any person or entity without a City Franchise Agreement is prohibited from entering into a contract with a property owner, occupant or business operator for the purpose of Collection Service or special service to any premises or business within the City or Service Area.

3. Except for the normal accumulation and storage of Solid Waste, Recyclable Materials or Organic Waste before the normal collection date, all premises shall be kept free of uncontainerized waste and disposed of material. The owner, occupant or operator of any premises shall be responsible for the safe and sanitary storage of all Solid Waste, Recyclable Materials and Organic Waste accumulated on the premises.

4. The depositing and piling of Solid Waste, junk and other discarded waste materials in public alleys of the City, other than in Collection Service containers where alley collection service is provided, is prohibited and declared to be a nuisance.

5. The depositing and piling of any waste or discarded material in the City public right of way is prohibited and declared to be a nuisance.

6. It is unlawful for any person to place any Solid Waste, junk or other discarded waste materials on any private yard or vacant lot which is not under their right of possession, use or occupancy.

7. C&D Debris shall be disposed of pursuant to the California Building Standards Code as amended by the City and shall not be placed in Solid Waste containers or otherwise for collection and disposal by the City or hauler.

8. On residential properties, no person shall rummage through, scavenge or remove any material from any Collection Container whether stored or placed for Collection Service. This restriction does not apply to the property owner, occupant, Collection Service or authorized City employees for purposes of City business.

9. On Commercial Business properties, no person shall rummage through, scavenge or remove any material from any Collection Service container or privately supplied container serving the same purpose and stored on private property or placed for Collection Service. This restriction does not apply to the owner, occupant or business operator in possession of such property, Collection Service or authorized City employees for purposes of City business.

10. It shall be unlawful for any Commercial Business to deposit Green Waste into any Residential designated Green Container provided by the City.

11. The burying, dumping or burning of Solid Waste, Recyclable Materials or Organic Waste on any private or public property, street or alley within the City is declared a public nuisance. This provision does not apply to City permitted burn down of structures done in coordination with City Fire service training and control and with all other necessary permits obtained.

4-2-13: ENFORCEMENT PROVISIONS:

The Public Works Director or Designee shall enforce the provisions of this Chapter and shall have the power to establish rules and regulations that are necessary to protect the health, safety and welfare of the public. Enforcement of this provision is delegated under the authority prescribed in City of Corcoran Code of Ordinances (Title 1, Chapter 7, Article A, Section 1-7A-5A). Any failure by a Residential or Commercial Business owner, occupant or operator to adhere to the source separated Blue Container and Green Container requirements, may result in certain fines and/or administrative penalties, as set forth in Section 4-2-14 of this Chapter.

A. Authority to conduct inspections and investigations:

1. The Public Works Director and any Designee(s) are authorized to conduct Inspections and investigations of any Collection Container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from Generators, or Source Separated materials to confirm compliance with this chapter by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, Self-Haulers, hauler, Food Recovery Service, and Food Recovery Organizations, subject to applicable laws. This Section does not allow the City to enter the interior of a private residential property for Inspection. For the purposes of inspecting Commercial Business containers for compliance with Section 4-2-4 Commercial Collection, the City may conduct container Inspections for Prohibited Container Contaminants using Remote Monitoring, and Commercial Businesses shall accommodate and cooperate with the City.

2. The regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City's Designee

during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement described herein. Failure to provide or arrange for access to an entity's premises or access to records for any Inspection or investigation is a violation of this Chapter and may result in penalties described in Section 4-2-14.

3. Any records obtained by the City during its Inspections, Remote Monitoring, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.

4. The Public Works Director and any Designee(s) are authorized to conduct any Inspections, Remote Monitoring, or other investigations as reasonably necessary to further the goals of this Chapter, subject to applicable laws.

4-2-14: VIOLATION:

A. Violation of any provision of this Chapter shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by the City authorized Enforcement Officer. Enforcement Actions under this Chapter are issuance of an administrative citation and assessment of a fine. The City's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this Chapter and any rule or regulation adopted pursuant to this Chapter, except as otherwise indicated in this Chapter.

B. Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. City may pursue civil actions in the California Courts to seek recovery of unpaid administrative citations.

C. Notice of violation shall be sent to the property owner listed on Kings County Assessor records and prescribe the deadline by which compliance must be met. Failure to comply by the set deadline shall be subject to City commencing action to impose penalties.

D. Penalties imposed shall be sent to the property owner by written Notice of Assessment and Penalty and be subject to the Penalty Amounts as follows:

1. First Violation	\$100.00
2. Second Violation (within 1 year)	\$200.00
3. Third and additional violation(s) (within 1 year)	\$500.00

E. Payment of penalties assessed pursuant to this Section shall be paid to the City not more than thirty (30) days following receipt of written notice of assessment and penalty. The failure to pay a fine due and owing under this Section in a timely manner constitutes a debt to the City which may be enforced through all available means, including filing of an action for collection in the appropriate division of the Kings County Superior Court. Alternatively, failure to pay may result in the discontinuation of City water service to the subject location. This provision shall not apply where it appears that the person occupying the premises is not the party responsible for water service charges on those premises.

F. In addition to any fine and/or infraction violation as discussed above, any person, owner and/or agent of owner, violating the provisions of this Chapter more than three (3) times in one calendar year, may be required to attend an approved recycling and/or waste collection training session. The Council and/or its authorized agent shall, by resolution, establish the amount of the nonrefundable fee required to participate in such session. In addition, the Council and/or its authorized agent shall, by resolution, approve the schedule, content and length of such training session.

G. Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation pursuant to Section 4-2-13.

H. An educational grace period for non-compliance of this Chapter shall be in effect from January 1, 2022 through December 31, 2023. During this time, the City will conduct inspections, waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if the City determines that Organic Waste Generator, Self-Hauler, Hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this chapter and a notice that compliance is required, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

I. Civil penalties for non-compliance shall apply beginning January 1, 2024, if the City determines that an Organic Waste Generator, Self-Hauler, Hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this Chapter. City shall document the non-compliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to this Chapter.

4-2-15: COMPLAINTS AND APPEALS:

A. In all cases of dispute or complaints arising from or concerning the place where the solid waste or recycling receptacles shall be placed while awaiting the removal of their contents, and/or while in use by a solid waste customer, the city council, or their authorized agents, shall forthwith designate the place and its decision shall be final.

B. Any person, owner and/or agent of owner having received notice of a fine being assessed under this chapter may appeal the assessment and/or amount of the fine to the Corcoran City Council, as follows:

1. The notice of appeal must be submitted in writing, must specify the basis for the appeal in detail, and must be filed with the city within ten (10) calendar days after the date of assessment. If the deadline falls on a weekend or city holiday, the deadline shall be extended until the next regular business day.
2. If a notice of appeal is filed in accordance with the provisions of this section, the responsibility of the person, owner and/or agent of owner to whom the assessment was issued shall be stayed until the date that the appeal hearing is held by the city council.

3. As soon as practicable after receiving the written notice of appeal, the city shall fix a date, time and place for the hearing. Written notice of the date, time and place for the hearing shall be served at least ten (10) calendar days prior to the date of the hearing to the party appealing a fine, by first class mail, to the address listed on the notice of appeal. The failure of any person(s) to receive such notice, where the same was mailed by the city to the proper address and with adequate postage paid thereon, shall not affect the validity of any proceedings taken under this chapter. Service in the manner described herein shall become effective on the date of mailing.
4. Failure of any person, owner and/or agent of owner to file an appeal in accordance with the provisions of this section shall constitute a waiver of that person's right to administrative determination of the merits and/or amount of any fine and/or assessment levied pursuant to this chapter.
5. Following an orderly proceeding at which oral and written evidence regarding the appeal has been accepted and considered by the city council, the city council may sustain, modify or overrule the assessment and/or fine. The decision of the city council regarding any appeal is the final administrative order and decision.

**STAFF REPORT
ITEM #: 7-E**

MEMO

TO: Corcoran City Council

FROM: Greg Gatzka, City Manager

DATE: March 16, 2022

MEETING DATE: March 22, 2022

SUBJECT: Ordinance Amending Title 4 Chapter 2 for SB 1383 Compliance

Summary:

Ordinance changes to the City of Corcoran Municipal Code, Title 4, Chapter 2 Solid Waste is necessary to enact enforceable provisions for organic waste and edible food recovery as mandated by Senate Bill 1383.

Recommendation:

Consider approving Resolution No. 3123 to present the first reading of Ordinance No. 641 that will amend in its entirety Title 4, Chapter 2 of the City's Municipal Code.

Budget impact:

None with this action. Implementation effort costs will be determined over the next Fiscal Year and taken into consideration in future budget considerations. It is anticipated that SB 1383 Local Assistance Grant funds will help cover the initial City costs related to SB 1383 implementation efforts through 2023. Full enforcement provisions for SB 1383 take effect January 1, 2024.

Background:

Senate Bill 1383 signed by the Governor on September 19, 2016, established methane emissions reduction targets Statewide to reduce emissions from short lived climate pollutants. The focus of this legislation is on organic waste reduction efforts to divert this type of material from solid waste streams and disposal in landfills. The California Department of Resources Recycling and Recovery (CalRecycle) is responsible for establishing SB1383 related regulations in 2020. Cities and Counties are then required to adopt SB 1383 related enforceable ordinances or other measures by January 1, 2022. Most cities and counties are not in compliance with this requirement. The State in offering SB 1383 Local Assistance Grants has allowed jurisdictions up to April 1, 2022, to demonstrate they are in compliance. The City Council previously considered adoption of an Urgency Ordinance for SB 1383 requirements, but our City needs to adopt a regular ordinance for enforceable measures that is not limited to temporary time frames

enactment. Our contracted waste hauler Tule Trash is also already making progress for SB 1383 compliance.

On February 1, 2022, our City applied for the SB 1383 grant and likely to be the only jurisdiction in Kings County to be in compliance and eligible for first round funding through this grant. If other jurisdictions do not come into compliance, Corcoran will likely be eligible to apply for unused SB 1383 grant funds allocated to other jurisdictions.

The attached ordinance will amend in its entirety Title 4, Chapter 2 of the City Municipal Code related to solid waste and integrate SB 1383 requirements. This ordinance has been reviewed by our City Attorney, Public Works Director, and contracted waste hauler.

Attachments:

Corcoran City Council Resolution No. 3123

Ordinance No. 641 amending Title 4, Chapter 2 in its entirety

**BEFORE THE CITY COUNCIL OF THE
CITY OF CORCORAN**

IN THE MATTER OF:

Adoption of ordinance implementing requirements for handling of organic waste and edible foods.

RESOLUTION 2022-3123

WHEREAS, the City Council of the City of Corcoran (“City”) has considered the report from City staff and all public comment(s), if any, on the need to enact an ordinance in accordance with California Senate Bill 1383 (“SB-1383”), the Short-lived Climate Pollutant Reduction Act of 2016;

WHEREAS, the City finds that it has a legitimate and compelling interest in protecting the public health, welfare and safety of its residents, as well as preserving the same within the City;

WHEREAS, the City has determined that an ordinance is necessary to protect the public health, welfare and safety of residents of the City, by enacting regulatory requirements for the handling of organic waste and edible foods; and

WHEREAS, the City now desires to proceed with the process of enacting Ordinance No. 2022-641, by introducing the same and scheduling a second reading/waiver of the same.

UPON MOTION OF COUNCIL MEMBER _____, SECONDED BY COUNCIL MEMBER _____, THE FOLLOWING WAS PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL AT AN OFFICIAL MEETING HELD ON March __, 2022, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: _____
MARLENE SPAIN, City Clerk
CITY OF CORCORAN

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL:

1. Found that the foregoing recitals are true;
2. Introduced and waived the first reading of Ordinance No. 2022-641;
3. Ordered that proposed Ordinance 2022-641 be added to the agenda for the next regular City Council meeting, for a second reading or waiver thereof and consideration for enactment; and
4. Authorized the City Manager, City Clerk and relevant City staff to carry out the terms and conditions of this resolution and to take all steps reasonably necessary, proper and/or convenient and/or incidental thereto.

MD/20220302 - Corcoran - Resolution Waiving First Reading of Organic Waste Ordinance-1.doc

ORDINANCE NO. 641

AN ORDINANCE OF THE CITY OF CORCORAN ENACTING REGULATIONS FOR HANDLING OF SOLID WASTE, INCLUDING ORGANICS AND EDIBLE FOODS.

THE CITY COUNCIL OF THE CITY OF CORCORAN DOES ORDAIN AS FOLLOWS:

Section 1. PURPOSE. California Senate Bill 1383 (“**SB-1383**”), the Short-lived Climate Pollutant Reduction Act of 2016, requires local jurisdictions to enact and enforce an ordinance or enforceable mechanism to implement relevant regulatory provisions of SB-1383 and its implementing regulations. This ordinance is intended to help reduce harmful emissions of short-lived climate pollutants and also to reduce food insecurity by requiring Commercial Edible Food Generators (defined below) to undertake arrangements which will maximize the recovery, for human consumption, of Edible Food (defined in **EXHIBIT A**) which would otherwise be disposed of.

Section 2. FINDINGS. The City Council of the City of Corcoran (“**City**”) hereby finds and declares the following:

- a) California Constitution Article 11, Section 7 authorizes the City of Corcoran (“**City**”) to make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general laws; and
- b) It is in the best interest of the City to enact local regulations which will achieve compliance with State mandates aimed at reduction of emissions of short-lived climate pollutants and helping reduce food insecurity.

Section 3. CODE REPEAL. Title 4, Chapter 2 of the Corcoran Municipal Code, pertaining to solid waste collection and processing, is hereby repealed.

Section 4. CODE ADOPTION. The provisions and requirements, attached hereto as **EXHIBIT A**, are hereby incorporated into this ordinance as if fully set forth verbatim, and shall be added into the Corcoran Municipal Code and become the entirety of Title 4, Chapter 2 of the Corcoran Municipal Code, titled *Solid Waste, Recyclable Materials and Organic Waste Collection and Processing*.

Section 5. CEQA REVIEW. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA guidelines section 15060(c)(2) [the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment] and 15061(b)(3) [there is no possibility the activity in question may have a significant effect on the environment]. In addition to the foregoing general exemptions, the City Council further finds that the ordinance is categorically exempt from review under CEQA under the Class 8 categorical exemption [regulatory activity to assure the protection of the environment]. The City Manager is hereby authorized and directed to ensure that a *Notice of Exemption* is filed pursuant to CEQA Guidelines section 15062 [14 C.C.R. § 15062].

Section 6. NO LIABILITY. The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of Corcoran, or any official, employee or agent thereof.

Section 7. PENDING ACTIONS. Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 8. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Corcoran hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 9. CONSTRUCTION. The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Corcoran Municipal Code as amended by this ordinance are substantially the same as provisions in the Corcoran Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

Section 10. EFFECTIVE DATE; AND PUBLICATION. The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the passage hereof a certified copy of this full ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1) and a summary shall be published once in The Corcoran Journal, a newspaper printed and published in the City of Corcoran, State of California, together with the names of the Council members voting for and against the same.

THE FOREGOING ORDINANCE was passed, enacted and adopted by the City Council of the City of Corcoran, State of California, on _____, 2022 at a regular meeting of said Council duly and regularly convened on said day by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Patricia Nolen, Mayor

ATTEST:

Marlene Spain, City Clerk

I, Marlene Spain, City Clerk of the City of Corcoran do hereby certify that the foregoing is a full, true and correct copy of an Ordinance duly passed by the City Council of the City of Corcoran on the date and by the vote as set forth therein.

DATED: _____, 2022

City Clerk

EXHIBIT A
CITY OF CORCORAN MUNICIPAL CODE
TITLE 4
CHAPTER 2
SOLID WASTE, RECYCLABLE MATERIALS AND ORGANIC WASTE COLLECTION AND PROCESSING

SECTION:

- 4-2-1: Definitions
- 4-2-2: Collection Service
- 4-2-3: Residential Collection
- 4-2-4: Commercial Collection
- 4-2-5: Food Recovery
- 4-2-6: Self Haulers
- 4-2-7: Facility Operators
- 4-2-8: CALGreen Recycling Compliance
- 4-2-9: MWELo Compliance
- 4-2-10: Charges
- 4-2-11: Contract Service
- 4-2-12: Unlawful Activities
- 4-2-13: Enforcement Provisions
- 4-2-14: Violation
- 4-2-15: Complaints And Appeals

4-2-1: DEFINITIONS:

For the purpose of this chapter, the following terms, words and phrases are defined as follows:

"Act" refers to the California Integrated Waste Management Act of 1989 1 and all regulations adopted under said act, as may be amended from time to time.

"Bin" includes but is not limited to Solid Waste containers with a capacity of at least one cubic yard and roll-off type service containers. Roll-off bins do not need to match the Blue, Green or Gray color requirements listed in these definitions.

"Blue Container" is a blue colored waste bin used for the purpose of storage and collection of Source Separated Recyclable Materials or Source Separated Blue Container Organic Waste. The containers shall have a lid or body that complies with one of the following options:

- a. Blue body with blue lid;
- b. Blue body with gray lid; or,
- c. Blue lid with any color body.

"Brown Container" is a brown colored waste bin used for the purpose of storage and collection of Source Separated Food. The Brown Container Containers shall have a lid and body that comply with one of the following options:

- a. Brown body with brown lid;
- b. Brown body with gray lid; or,
- c. Brown lid with any color body

"Buy Back Facility" is a facility which receives Source Separated Materials for a fee.

"CalRecycle" means California's Department of Resources Recycling and Recovery.

"California Code of Regulations" or "CCR" means the State of California Code of Regulations.

"City" refers to the City of Corcoran.

"City Enforcement Official" means the City Manager or their authorized Designee(s) who is partly or wholly responsible for enforcing this Chapter.

"Collection Containers" is a general reference to the City's three separate collection bin system that includes the Gray Container, Blue Container, and Green Container.

"Collection Service" refers to the City of Corcoran's waste collection service that may be a contracted service that supports the collection of solid waste, recyclable materials, and organic waste for disposal, recovery or reuse in compliance with CalRecycle regulations, reporting and other requirements.

"Commercial Business" means all business, industrial or similar non-residential land uses, whether for-profit or nonprofit, and multifamily residential dwelling with five (5) or more units.

"Commercial Edible Food Generator" includes a Tier One or a Tier Two Commercial Edible Food Generator as defined further in this Section. Food Recovery Organizations and Food Recovery Services are defined separately.

"Compliance Review" means a review of records by the City to determine compliance with this ordinance.

"Community Composting" means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet.

"Compost" means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.

"Compostable Plastic" means plastic materials that meet the ASTM D6400 sections 5.1 through 6.4.2 standard for compostability as 34 published May, 2019

"Composting Facility" is a permitted solid waste facility where composting processes are performed to produce compost. This excludes private residences composting their own material for their own use.

"Container" means a cart, bin, roll-off or other similar receptacle used to temporarily store Solid Waste, Recyclable Materials, or Organic Waste for Collection Service.

"Container Contamination" means a container, regardless of color, that contains Prohibited Container Contaminants.

"Containerized Service" is the City waste collection service that uses a vehicle equipped for the mechanical handling of one, two (2), or three (3) cubic yard containers with casters. Such containers shall be furnished by the City or its Contract Collector.

“Contract Collector” is any person or entity who is duly contracted by the City to provide solid waste, recyclable materials and organic waste collection service to residential, commercial, or industrial properties within the City and Service Area.

“Council” is the City Council of the City of Corcoran.

“Curbside Collection” is the collection of solid waste, recyclable materials, and organic waste placed in designated collection bins and located adjacent to the street or roadway for collection service.

“C&D” means construction and demolition debris that may consist of bricks, stones, mortar, concrete, asphalt concrete, wood, or other debris treated as discarded material from construction, renovation, remodeling, repair, or demolition of buildings or structures.

“Designated Source Separated Organic Waste Facility” means a Solid Waste facility that accepts a Source Separated Organic Waste collection stream and complies with one of the following:

- (1) The facility is a “transfer/processor” that is in compliance with CalRecycle reporting requirements, and meets or exceeds an annual average Source Separated organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024 and 75 percent on and after January 1, 2025 for Organic Waste received from the Source Separated Organic Waste collection stream.

If a transfer/processor has an annual average Source Separated organic content Recovery rate lower than the rate required above for two (2) consecutive reporting periods, or three (3) reporting periods within three (3) years, the facility shall not qualify as a “Designated Source Separated Organic Waste Facility”.

- (2) The facility is a “composting facility” that demonstrates that the percent of the material removed for landfill disposal that is Organic Waste is less than the percent specified by CalRecycle, and complies with the digestate handling requirements.

If the percent of the material removed for landfill disposal that is Organic Waste is more than the percent specified by CalRecycle, for two (2) consecutive reporting periods, or three (3) reporting periods within three (3) years, the facility shall not qualify as a “Designated Source Separated Organic Waste Facility.”

“Designee” means a City official who has been delegated authority by the City Manager to enforce this ordinance, and/or a City contracted entity that is assigned City’s responsibilities related to this ordinance. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.

“Edible Food” means food intended for human consumption and that meets the food safety requirements of the California Retail Food Code.

“Enforcement Action” means an action by the City to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or use of other remedies.

“Excluded Waste” means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that the City, or its Contracted Collector or Designee believe would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose the City, or Contracted Collector or Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint. Excluded Waste does not include used motor oil and filters, household batteries, universal wastes, and/or latex paint when such materials are defined as allowable materials for collection through the City’s collection programs and the generator or customer has properly placed the materials for collection pursuant to instructions provided by the City or Contracted Collector or Designee for collection services.

“Food Distributor” means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores.

“Food Facility” has the same meaning as defined by Health and Safety Code.

“Food Recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed.

“Food Recovery Organization” means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities, including, but not limited to:

- (1) A food bank as defined by Health and Safety Code;
- (2) A nonprofit charitable organization as defined by Health and Safety code; and,
- (3) A nonprofit charitable temporary food facility as defined in Health and Safety Code.
- (4) A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this ordinance.

“Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery. A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this ordinance.

“Food Scraps” means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

“Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, commercial, or industrial locations or others based on contractual arrangements with these types of organizations.

“Food-Soiled Paper” is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

“Food Waste” means Food Scraps, Food-Soiled Paper, and Compostable Plastics.

“Franchise” means the right of a person or entity to make arrangements for the collection and transport of Solid Waste, Recyclable Materials and Organic Waste to landfills, transformation facilities, material recovery facility, processing facilities, or other licensed facilities.

“Gray Container” is a gray or black colored waste bin used for the purpose of storage and collection of Gray Container Waste.

“Gray Container Waste” means Solid Waste that is collected in a Gray Container that is part of a three-container Collection Service that prohibits the placement of Organic Waste in the Gray Container. For the purposes of this Agreement, “gray” means any shade of gray, including black. The Gray Container shall have a lid and body that comply with one of the following options:

- a. Gray body with gray lid;
- b. Gray lid with any color body

“Green Container” is a green colored waste bin used for the purpose of storage and collection of Source Separated Green Container Organic Waste. The Green Container Containers shall have a lid and body that comply with one of the following options:

- a. Green body with green lid;
- b. Green body with gray lid; or,
- c. Green lid with any color body

“Green Waste” means leaves, grass clippings, brush, branches and other forms of organic matter generated from residential yards, landscapes, gardens, and other incidental pieces of untreated or unpainted scrap lumber no longer than twenty-four inches. Green waste does not include stumps or branches exceeding six inches diameter or two foot length, or any other form of Solid Waste that is not suitable for composting.

“Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments.

“Hauler Route” means the designated itinerary or sequence of stops for each segment of the City’s collection service area.

“High Diversion Organic Waste Processing Facility” means a facility that is in compliance with CalRecycle requirements and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022, and December 31, 2024, and 75 percent after January 1, 2025, as calculated for Organic Waste received from the “Mixed waste organic collection stream”.

“Inspection” means a site visit where the City, or its Designee, reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this ordinance.

“KWRA” is the Kings Waste and Recycling Authority which is a joint powers authority established for regional solid waste coordination, and consisting of the County of Kings and the cities of Corcoran, Hanford, and Lemoore.

“Landfill” is a disposal site where solid waste is or was previously deposited and compacted before burial in a specially prepared area which provides environmental monitoring and treatment.

“Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event.

“Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. A venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. A site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is considered a single Large Venue.

“Local Education Agency” means a school district, charter school, or county office of education that is not subject to the control of City regulations related to Solid Waste.

“Mixed Waste Organic Collection Stream” means Organic Waste collected in a container that is required to be taken to a High Diversion Organic Waste Processing Facility.

“Multi-Family Residential Dwelling” means a residential premises with five (5) or more dwelling units. Hotels, motels, or other transient occupancy facilities are considered Commercial Businesses.

“MWELo” refers to the Model Water Efficient Landscape Ordinance.

“Non-Compostable Paper” includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process.

“Non-Local Entity” means the following entities that are not subject to the City’s enforcement authority:

- (1) Special district(s) located within the boundaries of the City.
- (2) Federal facilities located within the boundaries of the City.
- (3) Prison(s) located within the boundaries of the City, including Corcoran Prison and California Substance Abuse Treatment Facility (SATF).

“Non-Organic Recyclables” means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass.

“Notice of Violation” means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties.

“Organic Waste” means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges.

“Organic Waste Generator” means a person or entity that is responsible for the initial creation of Organic Waste.

“Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling.

“Premises” is a tract or parcel of land with or without habitable buildings or appurtenant structures.

“Printing and Writing Papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications.

“Prohibited Container Contaminants” means the following:

- (1) Discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the City’s Blue Container.
- (2) Discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the City’s Green Container.
- (3) Discarded materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in City’s Green Container and/or Blue Container.
- (4) Any other City or State defined excluded waste placed in any container.

“Recovered Organic Waste Products” means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility.

“Recovery” means any activity or process to secure food or material for reuse.

“Recycled-Content Paper” means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber.

“Recyclable Materials” means those materials that may be separated on a commercially reasonable basis from Solid Waste and returned to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet quality standards necessary to be used in the marketplace. Recyclable Materials does not include Organic Waste.

“Remote Monitoring” means the use of the internet of things (IoT) and/or wireless electronic devices to visualize the contents of Blue Containers, Green Containers, and Gray Containers for purposes of identifying the quantity of materials in containers (level of fill) and/or presence of Prohibited Container Contaminants.

“Renewable Gas” means gas derived from Organic Waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted or authorized to recycle Organic Waste.

“Restaurant” means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption.

“Route Review” means a visual inspection of containers along a Hauler Route for the purpose of determining Container Contamination, and may include mechanical inspection methods such as the use of cameras.

“SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

“SB 1383 Regulations” refers to the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020.

“Self-Hauler” means a person or entity, who hauls Solid Waste, Recyclable Materials, or Organic Waste that they have generated to another person. Self-hauler also includes a person who back-hauls waste. Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator’s own employees and equipment.

“Service Area” is the incorporated area of the City of Corcoran and any unincorporated portions of Kings County that have been established by agreement between the County of Kings and City whereby the City is designated as the responsible service provider for Collection Service.

“Single-Family” means any residential premises to include all single family, duplex or townhomes.

“Solid Waste” has the same meaning as defined in State Public Resources Code, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

- (1) Hazardous waste, as defined in State Public Resources Code.
- (2) Radioactive waste regulated pursuant to the State Radiation Control Law.
- (3) Medical waste regulated pursuant to the State Medical Waste Management Act.

“Source Separated” means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the

marketplace. Source Separated shall include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that Source Separated materials are separated from Gray Container Waste/Mixed Waste or other Solid Waste for the purposes of collection and processing.

"Source Separated Blue Container Organic Waste" means Source Separated Organic Wastes that are defined by the City or Contract Collector as allowable for collection in Collection Service provided Blue Container and may be comingled with Non-Organic Recyclables.

"Source Separated Green Container Organic Waste" means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles.

"Source Separated Recyclable Materials" means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.

"Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items.

"Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

- (1) Supermarket.
- (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- (3) Food Service Provider.
- (4) Food Distributor.
- (5) Wholesale Food Vendor.

"Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

- (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- (2) Hotel with an on-site Food Facility and 200 or more rooms.
- (3) Health facility with an on-site Food Facility and 100 or more beds.
- (4) Large Venue.
- (5) Large Event.
- (6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- (7) A Local Education Agency facility with an on-site Food Facility.

"Uncontainerized Service" means a collection service that collects green waste and yard waste that is placed in a pile or bagged for collection on the street in front of a generator's house or place of business for collection and transport to a facility that recovers Source Separated Organic Waste.

“Wholesale Food Vendor” means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination.

Notes

1. Pub.Res.C. § 40000 et seq.

4-2-2: COLLECTION SERVICE:

A. Collection Service Required: All residential, commercial, industrial or other properties within the City or Service Area where Solid Waste, Recyclable Materials, or Organic Waste is accumulated shall be required to use the City’s Collection Service and pay the charges set forth in this Chapter.

B. Collection Containers: The person in occupancy of any residence, or person in possession, charge or control of any business establishment, shall place the accumulations of Solid Waste, Recyclable Materials, and Organic Waste at the residence or business establishment in the designated Gray Container, Blue Container and Green Container provided by the City or Contract Collector.

C. Container Condition: Containers provided are to be watertight and made of a substantial, durable material, equipped with a close-fitting cover and handles to facilitate lifting and handling. Containers shall be maintained in good useable condition for Collection Service.

D. Containers To Be Kept Clean: All Collection Containers shall be kept in a clean and sanitary condition and covered at all times. Should a residence or business establishment fail to keep a container in a clean and sanitary condition, and upon failure to do so after notice from the City or Designee, the City may clean and sanitize the container and charge for said service on the regular utility bill. Use of Collection Containers shall also comply with all other requirements of this Chapter, otherwise be subject to certain fines and/or administrative penalties, as set forth in Section 4-2-14 of this Chapter.

E. Collection Pick Up: The City shall provide once a week regular interval collection service for each of the three color designated containers to provide Collection Service to residences and business establishments within the City and Service Area.

F. Container Placement: The person in occupancy of any residence, or person in possession, charge or control of any business establishment, shall place their Collection Containers out for Collection Service on the City designated collection days and at a location in conformance with the following provisions:

1. Curbside Service: Curbside Collection Service is the City preferred placement location for residences and business establishments to place their Collection Containers immediately adjacent to a street or other roadway on the curb where it is readily accessible for Collection Service.
2. Containers To Not Block Public Right Of Way: All Collection Containers shall be stored and placed for collection in a manner which does not obstruct and/or interfere with a public right of way or driveway. Collection Containers when placed along the curb shall not be placed in the street or gutter.

3. **Alternative Alley Service:** The City may designate an alternative placement location within a public alley where available if the alternative placement provides a more efficient Hauler Route service. When an alley service is designated for any residence or business, the placement of the Collection Container shall be adjacent to the property line within the alley way. The Collection Container should not be located more than two feet from the property line or cause any unnecessary obstruction for Hauler Route accessibility.
4. **Placement Time:** Residences and business establishments shall place their Collection Containers out for Collection Service no earlier than seven o'clock (7:00) P.M. on the day prior to collection, and no later than five o'clock (5:00) A.M. on the day of collection. Empty Collection Containers shall be removed from the curbside or alley no later than twelve o'clock (12:00) midnight on the day of collection. (Ord. 513, 11-21-1994)
5. **Out Of Public View:** Collection Containers when not being placed for Collection Service shall not be visible from public street view. Commercial Generators such as multiple-family dwellings and apartments that utilize City or Contract Collector approved containerized service, shall also store such containers in a manner which avoids view of the containers from the public right of way. (Ord. 582, 3-23-2005)
6. **City Control:** Collection Containers when placed out for Collection Service shall be deemed under the control of the City.

4-2-3: RESIDENTIAL COLLECTION:

A. Residences within the City and Service Area are designated as Single Family Generators subject to the City's Collection Service for Solid Waste, Recyclable Materials and Organic Waste collection and subject to the following requirements:

1. The City shall have the right to review the number and size of a Residential Generator's Collection Containers to evaluate adequacy of capacity provided for each type of Collection Service for proper separation of materials and containment of materials.
2. Residential Generators shall adjust their service level for Collection Services as requested by the City.
3. Residential Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste through backyard residential composting, and/or using a community composting site.
4. Residential Generators shall participate in the City's Solid Waste, Recyclable Materials and Organic Waste collection services by placing designated materials in designated Containers.
5. Special haul service for tree trimming and limbs too numerous or large to be placed in the Green Container will be collected at an additional cost to the residence. Tree trimmings and limbs must be less than four inches (4") in diameter and tied together at each end in bundles that do not exceed four feet (4') in length and forty (40) pounds in weight. (Ord. 551, 3-20-2001)

6. Other special collection services may also be available and provided in addition to the regular Collection Services, but are subject to any relevant City approved contracted service agreement and/or franchise agreement pertaining to Collection Services.

4-2-4: COMMERCIAL COLLECTION:

A. Commercial Businesses, including Multi-Family Residential Dwellings within the City and Service Area are designated as Commercial Generators subject to the City's Collection Service for Solid Waste, Recyclable Materials and Organic Waste collection and subject to the following requirements:

1. The City shall have the right to review the number and size of a Commercial Generator's Containers and frequency of Collection to evaluate adequacy of capacity provided for each type of Collection Service for proper separation of materials and containment of materials.
2. Commercial Generators shall adjust their service level for their Collection Services as requested by the City.
3. Commercial Generators shall participate in the City's three-container Collection Service and adhere to the Blue Container, Green Container and Gray Container material requirements. Food Waste is to be combined with Source Separated Green Container Organic Waste in the Green Container.
4. Commercial Generators shall supply and allow access to an adequate number, size and location of Collection Containers with sufficient labels or colors for employees, contractors, tenants, and customers, consistent with the City's Blue Container, Green Container, and Gray Container Collection Service or, if Self-Hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 4-2-6.
5. Commercial Generators, excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. The containers provided by the business shall have either:
 - a. A body or lid that conforms with the container colors provided through the Collection Service provided by City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.
 - b. Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that Container, or Containers with imprinted text or graphic images that indicate the primary materials

accepted and primary materials prohibited in the Container. Container labeling requirements are required on all new containers after January 1, 2022.

c. To the extent practical through education, training, Inspection, and/or other measures, prohibit employees from placing materials in a container not designated for those materials, or if self-hauling provide instruction on Self Hauler requirements under Section 4-2-6.

d. Periodically inspect containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers.

6. Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.

7. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.

8. Provide or arrange access for the City or Contracted Service to their properties during all Inspections conducted in accordance with Section 4-2-13 to confirm compliance with the requirements of this Chapter.

9. If the City has a Remote Monitoring program, accommodate and cooperate with City's Remote Monitoring program for Inspection of the contents of Containers for Prohibited Container Contaminants, to evaluate Generator's compliance. The Remote Monitoring program shall involve installation of Remote Monitoring equipment on or in the Blue Containers, Green Containers, and Gray Containers.

10. If a Commercial Business wants to Self-Haul, they shall comply with Self-Hauler requirements in Section 4-2-6.

11. Nothing in this section prohibits a Commercial Generator from preventing or reducing waste generation, managing Organic Waste on site, or using a community composting site.

12. Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements in Section 4-2-5.

B. Commercial Edible Food Generators: Tier One Commercial Edible Food Generators must comply with the requirements of this section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this section, commencing January 1, 2024.

1. Commercial Edible Food Generators shall comply with the following requirements:
 - a. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.

- b. Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for either option below:
 - 1. Collection of Edible Food or Food Recovery.
 - 2. Acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
- c. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service
- d. Allow the City's Designee for enforcement of this Chapter to access the premises and review records relevant to Compliance Review.
- e. Keep records that include the following information and made available for Compliance Review:
 - 1. A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement.
 - 2. A copy of all contracts or written agreements related to Edible Food Recovery.
 - 3. A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 - I. The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
 - II. The types of food that will be collected by or Self-Hauled to the Food Recovery Service or Food Recovery Organization.
 - III. The established frequency that food will be collected or Self-Hauled.
 - IV. The quantity of food, measured in pounds recovered per month, collected or Self-Hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

C. Commercial Waivers: The City may provide De Minimis Waivers, Physical Space Waivers or any additional waivers of the requirements of this Chapter to the extent permitted by applicable law. The City Public Works Director or designated City staff shall be responsible for determining the grounds for the waiver, scope, and appropriate administration. Authority for issuance of a Commercial Waiver cannot be delegated to a private entity Contract Collector.

1. De Minimis Waiver: The City may issue a De Minimis Waiver for a Commercial Business' obligation to comply with some or all of the Organic Waste requirements if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material. Commercial Businesses requesting a De Minimis Waiver shall:

- a. Submit a City application specifying the services that they are requesting a waiver from and provide documentation as defined by either option below:
 - 1. The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business total waste; or
 - 2. The Commercial Business' total Sold Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.

b. Notify City if circumstances change such that Commercial Business's Organic Waste exceeds threshold required for waiver, in which case waiver will be rescinded.

c. Provide written verification of eligibility for De Minimis Waiver every five years, if the City has previously approved a De Minimis Waiver.

2. Physical Space Waivers. The City may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the Recyclable Materials and/or Organic Waste collection service requirements if the City has evidence from its own staff, Contract Collector, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Organic Waste collection requirements. A Commercial Business or property owner may request a physical space waiver through the following process:

a. Submit a City application form specifying the type(s) of Collection Service for which they are requesting a compliance waiver.

b. Provide documentation that the premises lacks adequate space for Blue Containers and/or Green Containers including documentation from the City Contract Collector, licensed architect, or licensed engineer.

c. Provide written verification to the City that it is still eligible for Physical Space Waiver every five years, if the City has previously approved a Physical Space Waiver.

4-2-5: FOOD RECOVERY:

The following requirements for Food Recovery services, organizations and capacity planning within the City are as follows:

A. Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established shall maintain the following records:

1. The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.

2. The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.

3. The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.

4. The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food for Food Recovery.

B. Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement shall maintain the following records:

1. The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
2. The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
3. The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.

C. Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators shall report to the City the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with no later than March 1, July 1, and September 1 annually.

D. Food Recovery Capacity Planning. In order to support Edible Food Recovery capacity planning assessments or other studies, Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the City.

4-2-6: SELF HAULERS:

The off-site removal of any Solid Waste, Recyclable Materials or Organic Waste generated on a property within the City or Service Area when not utilizing the City Collection Service is subject to the following Self-Hauler requirements:

- A. Self-Haulers shall source separate all Recyclable Materials and Organic Waste generated on-site from Solid Waste in a manner consistent with the City's Collection Service and shall haul Organic Waste to a High Diversion Organic Waste Processing Facility.
- B. Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials.
- C. Self-Haulers shall haul their Source Separated Green Container Organic Waste to Designated Source Separated Organic Waste Facility or Composting Facility. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.
- D. Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each facility that processes or recovers Organic Waste. This record shall be subject to City Inspection and include the following information:
 1. Delivery receipts and weight tickets from the entity accepting the waste.
 2. The amount of material in cubic yards or tons transported by the generator to each entity

3. If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.

E. A residential Organic Waste Generator that self-hauls Organic Waste is not required to record or report information.

4-2-7: FACILITY OPERATORS:

A. Facility Operators and Community Composting Operations located within the City shall comply with the following requirements:

1. Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon the City's request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.

2. Community Composting operators, upon the City's request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

4-2-8: CALGreen Recycling Compliance:

A. Compliance with CALGreen recycling requirements shall be adhered to for all C&D waste generation and comingling of Organic Waste as follows:

1. Any person applying for a City permit for new construction and building additions and alterations shall comply with the requirements of this Section and all required components of the California Green Building Standards Code, known as CALGreen, as amended, if the project is covered by the scope of CALGreen. If the requirements of CALGreen are more stringent than the requirements of this Section, the CALGreen requirements shall apply.

2. For projects covered by CALGreen, the applicants must, as a condition of the City's permit approval, comply with the following:

a. Where five (5) or more Multi-Family dwellings units are constructed on a building site, provide readily accessible areas that serve occupants of all buildings on the site and are identified for the storage and collection of Blue Container and Green Container materials, consistent with the Collection Service provided by the City.

b. New Commercial construction or additions resulting in more than 30% of the floor area shall provide readily accessible areas identified for the storage and collection of Blue Container and Green Container materials, consistent with the Collection Service provided by the City.

c. Comply with all CALGreen requirements and applicable law related to management of C&D, including diversion of Organic Waste in C&D from disposal.

Comply with City C&D related requirements and guidelines regarding the collection, recycling, diversion, tracking, and/or reporting of C&D.

4-2-9: MWELO Compliance:

A. Compliance with MWELO requirements shall be adhered to for all new or rehabilitated landscape projects as:

1. Any property owner, building or landscape contractor, who is contrasting a new (Single-Family, Multi-Family, public, institutional, or Commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet shall comply with City's MWELO Ordinance, including use of Compost and mulch as defined.
2. The following Compost and mulch use requirements that are part of the MWELO are now also included as requirements of this Chapter.
3. Property owners or their building or landscape contractor that meet the criteria in Section A-1 above shall comply with the following:
 - a. Required to submit a landscape design plan with a soil preparation, mulch, and amendments section that include the following:
 - i. For Landscape installations, Compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.
 - ii. For landscape installations, a minimum three (3) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife up to five percent (5%) of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.
 - iii. Organic mulch materials made from recycled or post-consumer materials shall take precedence over organic inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other applicable local ordinances.
 - b. The MWELO compliance items listed in this Section are not an inclusive list MWELO requirements. Therefore, property owners or their building or landscape contractor proposing projects subject to MWELO shall consult the full MWELO for all requirements.
4. If, after the adoption of this ordinance, the California Department of Water Resources amends the MWELO requirements, the revised requirements shall be enforced.

4-2-10: CHARGES:

A. All rates and charges for Collection Service for residential, commercial, and containerized service shall operate as an enterprise recovering one hundred percent of the cost to operate such utility. Charges are fixed by resolution of the city council and may include a charge to each residential, commercial, and containerized service within the service area for street sweeping. The following requirements apply to City charges:

1. **Collection Charges:** Solid waste collection charges shall be included on the regular city utility bill. The charges shall be paid at the same time and in the same manner as other utility charges are paid, and all rules and regulations governing the collection of utility bills shall apply in every particular in the Collection Service bills.
2. **Partial Payment:** Any payment received for City utility charges in an amount less than the total billed shall be treated as a partial payment for each such charge and the amount received shall be allocated to the separate accounts in the same ratio as each such charge bears to the whole of the bill.
3. **Extra Charges:** The charges for the Collection Service resulting from the normal use of a premises shall not be construed as preventing the City from imposing reasonable extra charges for the removal of excessive amounts of accumulated waste.
4. **Exempt Premises:** Nonresidential properties that do not have or produce Solid Waste, Recyclable Materials or Organic Waste and which are not inhabited by an occupant may file a De Minimis Waiver with the Public Works Director subject to the requirements of Section 4-2-4(C)(1). If approved by the Public Works Director for all material source generation, the premises shall be exempt from any charge for Collection Service. Should circumstances change and material source generation occur, the property owner, occupant or person in charge shall immediately notify the Public Works Director of the change. The filing of a false De Minimis Waiver or failure to report material generation on the premises shall constitute a misdemeanor and void the exemption from Collection Service charges.
5. **Delinquencies:** All charges for Collection Service included on City utility bill shall be due and payable at the same time as other utility charges. If a bill for Collection Service is not paid within the time provided, the City may discontinue water service to the premises after following the rules and regulations governing the collection of utility bills as established by resolution of the city council.

4-2-11: CONTRACT SERVICE:

A. The City may assign and delegate the City's collection of Solid Waste, Recyclable Materials and Organic Waste to any hauler with a City Contract Service agreement and City Franchise Agreement subject to the following Collection Service requirements and standards:

1. A contract for providing City Collection Services may be entered into between the City and a private contractor for a period not to exceed fifteen (15) years subject to the provisions of this code and other applicable laws.
2. Contract Service provider shall enter into a City Franchise Agreement to have the sole and exclusive right to collect Solid Waste, Recyclable Materials and Organic Waste within

the City and Service Area and transport same throughout the streets and public ways for the transfer and/or disposal of all accumulated material in a manner consistent with this Chapter.

3. Any such contract may be entered into by the City and accepted by resolution of the Council upon terms deemed necessary to protect the interests of the City and consistent with this Chapter.

4. Contract Service shall annually report prior to June 1 the list of facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials, and Source Separated Green Container Organic Waste.

5. Transport Source Separated Recyclable Materials or Source Separated Green Container Organic Waste, and Mixed Waste to a facility, operation, activity, or property that recovers Organic Waste.

6. Obtain approval from the City to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D.

7. Haulers authorized to collect Organic Waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its City agreement.

B. Special Services: City Contract Services with a City Franchise Agreement may provide additional special hauling services within the City and Service Area subject to the following:

1. Authorizes Contract Service provider to furnish by contract from any premises within the City or Service Area the collection and disposal of solid waste accumulations from C&D resulting from construction and heavy commercial and industrial sites within the City, including, without limitation, the collection and disposal of rocks, concrete, bricks, dirt, plaster and building materials and other solid waste accumulations of such quantity that may be in excess of the normal capacity used by the Collection Service.

2. Authorizes Contract Service provider to furnish by contract from any premises within the City or Service Area the collection, handling and processing of Recyclable Materials in excess of the normal capacity used by the Collection Service.

C. Franchise Requirements: Any person or entity with a City Franchise Agreement for Collection Service shall comply with the following:

1. Franchise Agreement holder shall monitor the amount of material collected, and prepare and submit quarterly written reports entitled "Report Of Solid Waste Processed" to the Public Works Director and its Designee by April 10, July 10, October 10, and January 10 of each year. The report shall include the following information:

a. The name, address and telephone number of the person conducting the solid waste collection and/or processing.

b. The type of Solid Waste collected and/or processed.

c. Total tonnage of Solid Waste collected or received for processing during that respective quarter.

d. Type of and tonnage of recyclables collected, received and processed.

e. Destination of processed recyclables.

f. Destination for disposal of nonrecyclable solid waste.

2. Franchise Agreement holder must agree to comply with any City agreed to provisions with KWRA so long as the City remains party to and subject to the Joint Powers Agreement that establishes KWRA as the regional solid waste coordinating entity.

3. The requirements set forth in this subsection may be altered, amended and/or supplemented by the City in its Franchise Agreement with any franchisee. In absence of contradictory terms within a Franchise Agreement, however, the franchise is required to comply fully with the provisions set forth within this subsection.

4-2-12: UNLAWFUL ACTIVITIES:

A. The following activities are determined unlawful and subject to enforcement and violation provisions of this Chapter, and issuance of penalties, fines or other corrective remedies available to the City.

1. Except for duly licensed solid waste facilities, it shall be unlawful for any occupant or owner of any building, lot, or premises in the City to allow collection on such premises any solid waste determined to be a public nuisance as defined in Chapter 1 of this title.

2. Any person or entity without a City Franchise Agreement is prohibited from entering into a contract with a property owner, occupant or business operator for the purpose of Collection Service or special service to any premises or business within the City or Service Area.

3. Except for the normal accumulation and storage of Solid Waste, Recyclable Materials or Organic Waste before the normal collection date, all premises shall be kept free of uncontainerized waste and disposed of material. The owner, occupant or operator of any premises shall be responsible for the safe and sanitary storage of all Solid Waste, Recyclable Materials and Organic Waste accumulated on the premises.

4. The depositing and piling of Solid Waste, junk and other discarded waste materials in public alleys of the City, other than in Collection Service containers where alley collection service is provided, is prohibited and declared to be a nuisance.

5. The depositing and piling of any waste or discarded material in the City public right of way is prohibited and declared to be a nuisance.

6. It is unlawful for any person to place any Solid Waste, junk or other discarded waste materials on any private yard or vacant lot which is not under their right of possession, use or occupancy.

7. C&D Debris shall be disposed of pursuant to the California Building Standards Code as amended by the City and shall not be placed in Solid Waste containers or otherwise for collection and disposal by the City or hauler.

8. On residential properties, no person shall rummage through, scavenge or remove any material from any Collection Container whether stored or placed for Collection Service. This restriction does not apply to the property owner, occupant, Collection Service or authorized City employees for purposes of City business.

9. On Commercial Business properties, no person shall rummage through, scavenge or remove any material from any Collection Service container or privately supplied container serving the same purpose and stored on private property or placed for Collection Service. This restriction does not apply to the owner, occupant or business operator in possession of such property, Collection Service or authorized City employees for purposes of City business.

10. It shall be unlawful for any Commercial Business to deposit Green Waste into any Residential designated Green Container provided by the City.

11. The burying, dumping or burning of Solid Waste, Recyclable Materials or Organic Waste on any private or public property, street or alley within the City is declared a public nuisance. This provision does not apply to City permitted burn down of structures done in coordination with City Fire service training and control and with all other necessary permits obtained.

4-2-13: ENFORCEMENT PROVISIONS:

The Public Works Director or Designee shall enforce the provisions of this Chapter and shall have the power to establish rules and regulations that are necessary to protect the health, safety and welfare of the public. Enforcement of this provision is delegated under the authority prescribed in City of Corcoran Code of Ordinances (Title 1, Chapter 7, Article A, Section 1-7A-5A). Any failure by a Residential or Commercial Business owner, occupant or operator to adhere to the source separated Blue Container and Green Container requirements, may result in certain fines and/or administrative penalties, as set forth in Section 4-2-14 of this Chapter.

A. Authority to conduct inspections and investigations:

1. The Public Works Director and any Designee(s) are authorized to conduct Inspections and investigations of any Collection Container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from Generators, or Source Separated materials to confirm compliance with this chapter by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, Self-Haulers, hauler, Food Recovery Service, and Food Recovery Organizations, subject to applicable laws. This Section does not allow the City to enter the interior of a private residential property for Inspection. For the purposes of inspecting Commercial Business containers for compliance with Section 4-2-4 Commercial Collection, the City may conduct container Inspections for Prohibited Container Contaminants using Remote Monitoring, and Commercial Businesses shall accommodate and cooperate with the City.

2. The regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City's Designee

during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement described herein. Failure to provide or arrange for access to an entity's premises or access to records for any Inspection or investigation is a violation of this Chapter and may result in penalties described in Section 4-2-14.

3. Any records obtained by the City during its Inspections, Remote Monitoring, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.

4. The Public Works Director and any Designee(s) are authorized to conduct any Inspections, Remote Monitoring, or other investigations as reasonably necessary to further the goals of this Chapter, subject to applicable laws.

4-2-14: VIOLATION:

A. Violation of any provision of this Chapter shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by the City authorized Enforcement Officer. Enforcement Actions under this Chapter are issuance of an administrative citation and assessment of a fine. The City's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this Chapter and any rule or regulation adopted pursuant to this Chapter, except as otherwise indicated in this Chapter.

B. Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. City may pursue civil actions in the California Courts to seek recovery of unpaid administrative citations.

C. Notice of violation shall be sent to the property owner listed on Kings County Assessor records and prescribe the deadline by which compliance must be met. Failure to comply by the set deadline shall be subject to City commencing action to impose penalties.

D. Penalties imposed shall be sent to the property owner by written Notice of Assessment and Penalty and be subject to the Penalty Amounts as follows:

1. First Violation	\$100.00
2. Second Violation (within 1 year)	\$200.00
3. Third and additional violation(s) (within 1 year)	\$500.00

E. Payment of penalties assessed pursuant to this Section shall be paid to the City not more than thirty (30) days following receipt of written notice of assessment and penalty. The failure to pay a fine due and owing under this Section in a timely manner constitutes a debt to the City which may be enforced through all available means, including filing of an action for collection in the appropriate division of the Kings County Superior Court. Alternatively, failure to pay may result in the discontinuation of City water service to the subject location. This provision shall not apply where it appears that the person occupying the premises is not the party responsible for water service charges on those premises.

F. In addition to any fine and/or infraction violation as discussed above, any person, owner and/or agent of owner, violating the provisions of this Chapter more than three (3) times in one calendar year, may be required to attend an approved recycling and/or waste collection training session. The Council and/or its authorized agent shall, by resolution, establish the amount of the nonrefundable fee required to participate in such session. In addition, the Council and/or its authorized agent shall, by resolution, approve the schedule, content and length of such training session.

G. Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation pursuant to Section 4-2-13.

H. An educational grace period for non-compliance of this Chapter shall be in effect from January 1, 2022 through December 31, 2023. During this time, the City will conduct inspections, waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if the City determines that Organic Waste Generator, Self-Hauler, Hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this chapter and a notice that compliance is required, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

I. Civil penalties for non-compliance shall apply beginning January 1, 2024, if the City determines that an Organic Waste Generator, Self-Hauler, Hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this Chapter. City shall document the non-compliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to this Chapter.

4-2-15: COMPLAINTS AND APPEALS:

A. In all cases of dispute or complaints arising from or concerning the place where the solid waste or recycling receptacles shall be placed while awaiting the removal of their contents, and/or while in use by a solid waste customer, the city council, or their authorized agents, shall forthwith designate the place and its decision shall be final.

B. Any person, owner and/or agent of owner having received notice of a fine being assessed under this chapter may appeal the assessment and/or amount of the fine to the Corcoran City Council, as follows:

1. The notice of appeal must be submitted in writing, must specify the basis for the appeal in detail, and must be filed with the city within ten (10) calendar days after the date of assessment. If the deadline falls on a weekend or city holiday, the deadline shall be extended until the next regular business day.
2. If a notice of appeal is filed in accordance with the provisions of this section, the responsibility of the person, owner and/or agent of owner to whom the assessment was issued shall be stayed until the date that the appeal hearing is held by the city council.

3. As soon as practicable after receiving the written notice of appeal, the city shall fix a date, time and place for the hearing. Written notice of the date, time and place for the hearing shall be served at least ten (10) calendar days prior to the date of the hearing to the party appealing a fine, by first class mail, to the address listed on the notice of appeal. The failure of any person(s) to receive such notice, where the same was mailed by the city to the proper address and with adequate postage paid thereon, shall not affect the validity of any proceedings taken under this chapter. Service in the manner described herein shall become effective on the date of mailing.
4. Failure of any person, owner and/or agent of owner to file an appeal in accordance with the provisions of this section shall constitute a waiver of that person's right to administrative determination of the merits and/or amount of any fine and/or assessment levied pursuant to this chapter.
5. Following an orderly proceeding at which oral and written evidence regarding the appeal has been accepted and considered by the city council, the city council may sustain, modify or overrule the assessment and/or fine. The decision of the city council regarding any appeal is the final administrative order and decision.

City of

CORCORAN

POLICE DEPARTMENT

FOUNDED 1914

**STAFF REPORT
ITEM #: 7 F**

March 15, 2022

TO: Corcoran City Council
FROM: Reuben P. Shortnacy, Chief of Police
SUBJECT: Fee Schedule

Recommendation: (VV)

That Council approve Resolution No. 3119 and allow for adjustments in fees for license and services from the Police Department.

Discussion:

We are recommending an adjustment in our fee schedule. We do not have a fee established for releasing digital photos to various organizations such as insurance companies. The cost of the file storage (travel drive), shipping and staff time has been included in this fee. Attached is a resolution with the added fee.

Budget Impact:

No negative impact on the budget.

City Offices

RESOLUTION NO. 3119

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN
ALLOWING FOR ADJUSTMENTS IN OR IMPLEMENTATION OF FEES FOR
LICENSE AND SERVICE FROM THE POLICE DEPARTMENT**

WHEREAS, the City of Corcoran City Code provides that certain license fees be established by resolution of the City Council; and

WHEREAS, administrative fees are charged by the Corcoran Police Department for various services not specifically covered by the Corcoran City Code; and

WHEREAS, the Corcoran City Code and/or relevant practice and procedure of the City provides for a review of all fee and/or fee schedules during the preparation of the City budget; and

WHEREAS, the City seeks to adjust and/or implement the following fees for purposes of compliance with such Code provisions and/or the practices and procedures of the City; and

WHEREAS, the City finds that increases in certain fees and charges for various services not specifically covered by the Corcoran City Code is required in order to accurately reflect the reasonable costs to the Department for providing such services, licenses and reports.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Corcoran that the following fees as stated in attached Exhibit A be instituted upon the effective date of March 23, 2022.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Corcoran held on the 22nd day of, March 2022, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED: _____
Patricia Nolen, Mayor

ATTEST: _____
Marlene Spain, City Clerk

EXHIBIT A

**CORCORAN POLICE DEPARTMENT FEE
SCHEDULE
Effective 3/23/2022**

Bicycle License	\$ 2.00
Police Reports	\$ 8.00
Traffic Accident Reports	\$ 8.00
Public Records Request	\$.10 Per Page
Repossession Release	\$ 15.00
Citation Copies	\$ 2.00
Citation Sign off/Issued from Other Agency	\$ 5.00
Civil Subpoena /Records	\$ 75.00
Civil Subpoena /Officer	\$ 275.00
Digital Photos	\$ 18.00
Vehicle Impound Release	\$ 100.00
Vehicle Impound Release Hearing	\$ 110.00
Live Scan /Fingerprints	\$ 10.00
Department Clearance Letters	\$ 15.00
Alcohol License Review	\$ 10.00
DUI Arrest Procedures	\$ 130.00
DUI Accident Investigation	\$ 164.00
DUI Accident Investigation (With Injury)	\$ 245.00
DUI Accident Investigation (With Fatality)	\$ 501.00
Dog License 1yr/2yr/3yr	\$20/\$30/\$40
Dog License Altered Dog 1yr/2yr/3yr	\$6/\$10/\$13
Dog License Owner Senior Citizen	\$6/\$10/\$13
Quarantine Check	\$ 25.00
Animal Pick up (RAL)	\$ 30.00
Owner Surrender (Altered)	\$ 45.00
Owner Surrender	\$ 55.00
CCW	\$100.00 + DOJ Fees
CCW Renewals	\$20.00 + DOJ Fees

City of

CORCORAN

POLICE DEPARTMENT

FOUNDED 1914

STAFF REPORT

ITEM #: 7 F

March 15, 2022

TO: Corcoran City Council
FROM: Reuben P. Shortnacy, Chief of Police
SUBJECT: Fee Schedule

Recommendation: (VV)

That Council approve Resolution No. 3119 and allow for adjustments in fees for license and services from the Police Department.

Discussion:

We are recommending an adjustment in our fee schedule. We do not have a fee established for releasing digital photos to various organizations such as insurance companies. The cost of the file storage (travel drive), shipping and staff time has been included in this fee. Attached is a resolution with the added fee.

Budget Impact:

No negative impact on the budget.

City Offices

RESOLUTION NO. 3119

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN
ALLOWING FOR ADJUSTMENTS IN OR IMPLEMENTATION OF FEES FOR
LICENSE AND SERVICE FROM THE POLICE DEPARTMENT**

WHEREAS, the City of Corcoran City Code provides that certain license fees be established by resolution of the City Council; and

WHEREAS, administrative fees are charged by the Corcoran Police Department for various services not specifically covered by the Corcoran City Code; and

WHEREAS, the Corcoran City Code and/or relevant practice and procedure of the City provides for a review of all fee and/or fee schedules during the preparation of the City budget; and

WHEREAS, the City seeks to adjust and/or implement the following fees for purposes of compliance with such Code provisions and/or the practices and procedures of the City; and

WHEREAS, the City finds that increases in certain fees and charges for various services not specifically covered by the Corcoran City Code is required in order to accurately reflect the reasonable costs to the Department for providing such services, licenses and reports.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Corcoran that the following fees as stated in attached Exhibit A be instituted upon the effective date of March 23, 2022.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Corcoran held on the 22nd day of, March 2022, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED: _____

Patricia Nolen, Mayor

ATTEST: _____

Marlene Spain, City Clerk

EXHIBIT A

**CORCORAN POLICE DEPARTMENT FEE
SCHEDULE
Effective 3/23/2022**

Bicycle License	\$ 2.00
Police Reports	\$ 8.00
Traffic Accident Reports	\$ 8.00
Public Records Request	\$.10 Per Page
Repossession Release	\$ 15.00
Citation Copies	\$ 2.00
Citation Sign off/Issued from Other Agency	\$ 5.00
Civil Subpoena / Records	\$ 75.00
Civil Subpoena / Officer	\$ 275.00
Digital Photos	\$ 18.00
Vehicle Impound Release	\$ 100.00
Vehicle Impound Release Hearing	\$ 110.00
Live Scan / Fingerprints	\$ 10.00
Department Clearance Letters	\$ 15.00
Alcohol License Review	\$ 10.00
DUI Arrest Procedures	\$ 130.00
DUI Accident Investigation	\$ 164.00
DUI Accident Investigation (With Injury)	\$ 245.00
DUI Accident Investigation (With Fatality)	\$ 501.00
Dog License 1yr/2yr/3yr	\$20/\$30/\$40
Dog License Altered Dog 1yr/2yr/3yr	\$6/\$10/\$13
Dog License Owner Senior Citizen	\$6/\$10/\$13
Quarantine Check	\$ 25.00
Animal Pick up (RAL)	\$ 30.00
Owner Surrender (Altered)	\$ 45.00
Owner Surrender	\$ 55.00
CCW	\$100.00 + DOJ Fees
CCW Renewals	\$20.00 + DOJ Fees

City of

CORCORAN

POLICE DEPARTMENT

FOUNDED 1914

**STAFF REPORT
ITEM #: 7 F**

March 15, 2022

TO: Corcoran City Council
FROM: Reuben P. Shortnacy, Chief of Police
SUBJECT: Fee Schedule

Recommendation: (VV)

That Council approve Resolution No. 3119 and allow for adjustments in fees for license and services from the Police Department.

Discussion:

We are recommending an adjustment in our fee schedule. We do not have a fee established for releasing digital photos to various organizations such as insurance companies. The cost of the file storage (travel drive), shipping and staff time has been included in this fee. Attached is a resolution with the added fee.

Budget Impact:

No negative impact on the budget.

City Offices

RESOLUTION NO. 3119

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN
ALLOWING FOR ADJUSTMENTS IN OR IMPLEMENTATION OF FEES FOR
LICENSE AND SERVICE FROM THE POLICE DEPARTMENT**

WHEREAS, the City of Corcoran City Code provides that certain license fees be established by resolution of the City Council; and

WHEREAS, administrative fees are charged by the Corcoran Police Department for various services not specifically covered by the Corcoran City Code; and

WHEREAS, the Corcoran City Code and/or relevant practice and procedure of the City provides for a review of all fee and/or fee schedules during the preparation of the City budget; and

WHEREAS, the City seeks to adjust and/or implement the following fees for purposes of compliance with such Code provisions and/or the practices and procedures of the City; and

WHEREAS, the City finds that increases in certain fees and charges for various services not specifically covered by the Corcoran City Code is required in order to accurately reflect the reasonable costs to the Department for providing such services, licenses and reports.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Corcoran that the following fees as stated in attached Exhibit A be instituted upon the effective date of March 23, 2022.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Corcoran held on the 22nd day of, March 2022, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED: _____
Patricia Nolen, Mayor

ATTEST: _____
Marlene Spain, City Clerk

EXHIBIT A

**CORCORAN POLICE DEPARTMENT FEE
SCHEDULE
Effective 3/23/2022**

Bicycle License	\$ 2.00
Police Reports	\$ 8.00
Traffic Accident Reports	\$ 8.00
Public Records Request	\$.10 Per Page
Repossession Release	\$ 15.00
Citation Copies	\$ 2.00
Citation Sign off/Issued from Other Agency	\$ 5.00
Civil Subpoena /Records	\$ 75.00
Civil Subpoena /Officer	\$ 275.00
Digital Photos	\$ 18.00
Vehicle Impound Release	\$ 100.00
Vehicle Impound Release Hearing	\$ 110.00
Live Scan /Fingerprints	\$ 10.00
Department Clearance Letters	\$ 15.00
Alcohol License Review	\$ 10.00
DUI Arrest Procedures	\$ 130.00
DUI Accident Investigation	\$ 164.00
DUI Accident Investigation (With Injury)	\$ 245.00
DUI Accident Investigation (With Fatality)	\$ 501.00
Dog License 1yr/2yr/3yr	\$20/\$30/\$40
Dog License Altered Dog 1yr/2yr/3yr	\$6/\$10/\$13
Dog License Owner Senior Citizen	\$6/\$10/\$13
Quarantine Check	\$ 25.00
Animal Pick up (RAL)	\$ 30.00
Owner Surrender (Altered)	\$ 45.00
Owner Surrender	\$ 55.00
CCW	\$100.00 + DOJ Fees
CCW Renewals	\$20.00 + DOJ Fees

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

STAFF REPORT

ITEM #: 7- G

MEMORANDUM

TO: Corcoran City Council

FROM: Kevin J. Tromborg, Community Development Director

DATE: March 15, 2022

MEETING DATE: March 22, 2022

SUBJECT: Resolution, Low Carbon Transit Operations Program (LCTOP)

RECOMMENDATION: (Voice Vote)

Approval of Fiscal Year 2021-2022 LCTOP fund in the amount of \$51,937 to be used for the acquisition and installation of a new Solar Ready Parking Structure with EV Charging station located at 1099 Otis Avenue, and that the Council authorizes the City Manager to sign on their behalf for Fiscal Year 2021-2022 LCTOP Assurances Signature Page committing the Council and City of Corcoran to comply with all Statutes, Regulations, Executive Orders, and Requirements applicable to each application it makes to the Low Carbon Transit Operations Program (LCTOP) in Federal Fiscal Year 2021-2022.

DISCUSSION:

Staff is asking the Council to consider approval for a new Solar Ready Parking Structure with EV Charging Stations to be located at 1099 Otis Avenue. This location is central to several business at the east end of our downtown corridor as well as City and County government buildings, library, and health care providers. This will be an ideal stop if the council choose to move forward.

BUDGET IMPACT:

This is a Federal Grant. No impact to the General Fund.

ATTACHMENTS:

Resolution
Authorized Agent Form
Certifications and Assurances

City Offices:

RESOLUTION NO. 3121

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN FOR THE EXECUTION OF THE CERTIFICATIONS AND ASSURANCES AND AUTHORIZED AGENT FORMS FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP): Solar Ready Parking Structure with EV Charging Stations FY 21-22

WHEREAS, the *City of Corcoran's Transit Division Corcoran Area Transit (CAT)* is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) now or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit project require a local or regional implementation agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, the City of Corcoran wishes to delegate authorization to execute these documents and any amendments thereto Greg Gatzka—City Manager, Kevin J. Tromborg – Community Development/Transit Director, and or Valerie Bega- Transit Coordinator. LCTOP project (s) listed above,

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Corcoran that the fund recipient agrees to comply with all conditions and requirements set forth in the applicable statutes, regulations, and guidelines for all LCTOP funded transit projects.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Corcoran that it hereby authorizes the submittal of the following project nomination(s) and allocations request(s) to the Department in FY 2021-2022 LCTOP funds:

List project(s), including the following information:

Project Name: Solar Ready Parking Structure with EV Charging Station

Amount of LCTOP funds requested: \$51,937

Short description of project: Install parking solar ready structure with EV charging stations at the depot

Contributing Sponsors (if applicable) Kings County Association of Government (KCAG)

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Corcoran held on the 22nd day of March, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED: _____
Patricia Nolen, Mayor

ATTEST: _____
Marlene Spain, City Clerk

CLERKS CERTIFICATE

I, Marlene Spain, hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the City Council of the City of Corcoran at a meeting held on the 22nd day of March 2022, by the vote as set forth therein.

DATED:

Marlene Spain, City Clerk



FY 2021-2022 LCTOP
Authorized Agent

AS THE City Manager
(Chief Executive Officer/Director/President/Secretary)

OF THE City of Corcoran
(Name of County/City/Transit Organization)

I hereby authorize the following individual(s) to execute for and on behalf of the named Regional Entity/Transit Operator, any actions necessary for the purpose of obtaining Low Carbon Transit Operations Program (LCTOP) funds provided by the California Department of Transportation, Division of Rail and Mass Transportation. I understand that if there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself. I understand the Board must provide a resolution approving the Authorized Agent. The Board Resolution appointing the Authorized Agent is attached.

Greg Gatzka, City Manager OR
(Name and Title of Authorized Agent)

Kevin Tromborg, Community Development/Transit Director OR
(Name and Title of Authorized Agent)

Valerie Bega, Transit Coordinator OR
(Name and Title of Authorized Agent)

Click here to enter text. OR
(Name and Title of Authorized Agent)

Greg Gatzka City Manager
(Print Name) (Title)

(Signature)

Approved this 22 day of March, 2022



FY 2021-2022 LCTOP Certifications and Assurances

Lead Agency: City of Corcoran

Project Title: Solar Ready Parking Structure with EV Charging Stations

Prepared by: Valerie Bega

The California Department of Transportation (Caltrans) has adopted the following Certifications and Assurances for the Low Carbon Transit Operations Program (LCTOP). As a condition of the receipt of LCTOP funds, Lead Agency must comply with these terms and conditions.

A. General

1. The Lead Agency agrees to abide by the current LCTOP Guidelines and applicable legal requirements.
2. The Lead Agency must submit to Caltrans a signed Authorized Agent form designating the representative who can submit documents on behalf of the project sponsor and a copy of the board resolution appointing the Authorized Agent.

B. Project Administration

1. The Lead Agency certifies that required environmental documentation is complete before requesting an allocation of LCTOP funds. The Lead Agency assures that projects approved for LCTOP funding comply with Public Resources Code § 21100 and § 21150.
2. The Lead Agency certifies that a dedicated bank account for LCTOP funds only will be established within 30 days of receipt of LCTOP funds.
3. The Lead Agency certifies that when LCTOP funds are used for a transit capital project, that the project will be completed and remain in operation for its useful life.
4. The Lead Agency certifies that it has the legal, financial, and technical capacity to carry out the project, including the safety and security aspects of that project.
5. The Lead Agency certifies that they will notify Caltrans of pending litigation, dispute, or negative audit findings related to the project, before receiving an allocation of funds.
6. The Lead Agency must maintain satisfactory continuing control over the use of project equipment and facilities and will adequately maintain project equipment and facilities for the useful life of the project.
7. Any interest the Lead Agency earns on LCTOP funds must be used only on approved LCTOP projects.
8. The Lead Agency must notify Caltrans of any changes to the approved project with a Corrective Action Plan (CAP).



FY 2021-2022 LCTOP

9. Under extraordinary circumstances, a Lead Agency may terminate a project prior to completion. In the event the Lead Agency terminates a project prior to completion, the Lead Agency must (1) contact Caltrans in writing and follow-up with a phone call verifying receipt of such notice; (2) pursuant to verification, submit a final report indicating the reason for the termination and demonstrating the expended funds were used on the intended purpose; (3) submit a request to reassign the funds to a new project within 180 days of termination.

C. Reporting

1. **The Lead Agency must submit the following LCTOP reports:**
 - a. **Annual Project Activity Reports October 28th each year.**
 - b. **A Close Out Report within six months of project completion.**
 - c. **The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of LCTOP funds. A copy of the audit report must be submitted to Caltrans within six months of the close of the year (December 31) each year in which LCTOP funds have been received or expended.**
 - d. **Project Outcome Reporting as defined by CARB Funding Guidelines.**
 - e. **Jobs Reporting as defined by CARB Funding Guidelines.**
2. **Other Reporting Requirements:** CARB develops and revises Funding Guidelines that will include reporting requirements for all State agencies that receive appropriations from the Greenhouse Gas Reduction Fund. Caltrans and project sponsors will need to submit reporting information in accordance with CARB's Funding Guidelines, including reporting on greenhouse gas reductions and benefits to disadvantaged communities.

D. Cost Principles

1. The Lead Agency agrees to comply with Title 2 of the Code of Federal Regulations 225 (2 CFR 225), Cost Principles for State and Local Government, and 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
2. The Lead Agency agrees, and will assure that its contractors and subcontractors will be obligated to agree, that:
 - a. Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allow ability of individual project cost items and
 - b. Those parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving LCTOP funds as a contractor or sub-contractor shall comply with



FY 2021-2022 LCTOP

Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

3. Any project cost for which the Lead Agency has received funds that are determined by subsequent audit to be unallowable under 2 CFR 225, 48 CFR, Chapter 1, Part 31 or 2 CFR, Part 200, are subject to repayment by the Lead Agency to the State of California (State). All projects must reduce greenhouse gas emissions, as required under Public Resources Code section 75230, and any project that fails to reduce greenhouse gases shall also have its project costs submit to repayment by the Lead Agency to the State. Should the Lead Agency fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the Lead Agency from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

A. Record Retention

1. The Lead Agency agrees and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the Lead Agency, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP) and enable the determination of incurred costs at interim points of completion. All accounting records and other supporting papers of the Lead Agency, its contractors and subcontractors connected with LCTOP funding shall be maintained for a minimum of three (3) years after the "Project Closeout" report or final Phase 2 report is submitted (per ARB Funding Guidelines, Vol. 3, page 3.A-16), and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the Lead Agency, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the Lead Agency pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the Lead Agency's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.
2. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the Lead Agency's contracts with third parties pursuant to Government Code § 8546.7, the project sponsor, its contractors and subcontractors and the State shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times



FY 2021-2022 LCTOP

during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a project for audits, examinations, excerpts, and transactions, and the Lead Agency shall furnish copies thereof if requested.

3. The Lead Agency, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

F. Special Situations

Caltrans may perform an audit and/or request detailed project information of the project sponsor's LCTOP funded projects at Caltrans' discretion at any time prior to the completion of the LCTOP.

I certify all of these conditions will be met.

Kevin J. Tromborg

(Print Authorized Agent)

Community Development/Transit Director

(Title)

(Signature)

(Date)

CORCORAN

**STAFF REPORT
ITEM #: 7-H**

MEMO

TO: Corcoran City Council

FROM: Greg Gatzka, City Manager

DATE: March 9, 2022

MEETING DATE: March 22, 2022

SUBJECT: City Council Meeting Dates

Summary:

Further discussion on Corcoran City Council meeting dates.

Recommendation:

Discuss Council meeting dates and provide direction to staff as needed.

Budget impact:

None with this action.

Background:

On February 22, 2022, the City Council took action to move their regularly scheduled council meeting dates from the 2nd and 4th Tuesdays of the month to the 1st and 3rd Tuesdays. The planned meeting change is set to occur in the month of April with the meeting dates set for April 5th and 19th. At the March 8, 2022, council meeting, staff was directed to place an agenda item on this topic for the Council to have further discussion.

Attachments:

Current Corcoran City Council 2022 Calendar

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

CITY COUNCIL MEETINGS

Corcoran City Council meets on the second and fourth Tuesday of every month at 5:30 P.M. Meetings are held in the City Council Chambers located at 1015 Chittenden Avenue.

*Note: Should the regular day for a council meeting fall on a public holiday, the meeting day shall be held on the next succeeding day that is not a holiday.
Corcoran Municipal Code §1-5-3(A)

2022 Regular Meeting Schedule

January 11, 2022
January 25, 2022

February 8, 2022
February 22, 2022

March 8, 2022
March 22, 2022

April 12, 2022
April 26, 2022

May 10, 2022
May 24, 2022

June 14, 2022
June 28, 2022

July 12, 2022
July 26, 2022

August 9, 2022
August 23, 2022

September 13, 2022
September 27, 2022

October 11, 2022
October 25, 2022

November 8, 2022
November 22, 2022

December 13, 2022
December 27, 2022

City Offices:

**STAFF REPORT
ITEM #: 7-H**

MEMO

TO: Corcoran City Council

FROM: Greg Gatzka, City Manager

DATE: March 9, 2022

MEETING DATE: March 22, 2022

SUBJECT: City Council Meeting Dates

Summary:

Further discussion on Corcoran City Council meeting dates.

Recommendation:

Discuss Council meeting dates and provide direction to staff as needed.

Budget impact:

None with this action.

Background:

On February 22, 2022, the City Council took action to move their regularly scheduled council meeting dates from the 2nd and 4th Tuesdays of the month to the 1st and 3rd Tuesdays. The planned meeting change is set to occur in the month of April with the meeting dates set for April 5th and 19th. At the March 8, 2022, council meeting, staff was directed to place an agenda item on this topic for the Council to have further discussion.

Attachments:

Current Corcoran City Council 2022 Calendar

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

CITY COUNCIL MEETINGS

Corcoran City Council meets on the second and fourth Tuesday of every month at 5:30 P.M. Meetings are held in the City Council Chambers located at 1015 Chittenden Avenue.

*Note: Should the regular day for a council meeting fall on a public holiday, the meeting day shall be held on the next succeeding day that is not a holiday.
Corcoran Municipal Code §1-5-3(A)

2022 Regular Meeting Schedule

January 11, 2022
January 25, 2022

February 8, 2022
February 22, 2022

March 8, 2022
March 22, 2022

April 12, 2022
April 26, 2022

May 10, 2022
May 24, 2022

June 14, 2022
June 28, 2022

July 12, 2022
July 26, 2022

August 9, 2022
August 23, 2022

September 13, 2022
September 27, 2022

October 11, 2022
October 25, 2022

November 8, 2022
November 22, 2022

December 13, 2022
December 27, 2022

City Offices:

MATTERS FOR MAYOR AND COUNCIL

ITEM #: 8

MEMORANDUM

MEETING DATE: March 22, 2022
TO: Corcoran City Council
FROM: Greg Gatzka, City Manager
SUBJECT: Matters for Mayor and Council

8-A. Upcoming Events/Meetings

- April 5, 2022 (Tuesday) City Council Meeting – 5:30 PM
- April 19, 2022 (Tuesday) City Council Meeting – 5:30 PM
- May 3, 2022 (Tuesday) City Council Meeting – 5:30 PM
- May 17, 2022 (Tuesday) City Council Meeting – 5:30 PM

8-B. City Manager's Report

8-C. Council Comments/Staff Referral Items – *This is the time for council members to comment on matters of interest.*

8-D. Committee Reports

1. Kings Waste and Recycling Agency (KWRA)
2. Kings County Association of Governments (KCAG)
3. Kings Community Action Organization



**COUNCIL REQUESTS OR REFERRAL ITEMS
PENDING FURTHER ACTION or RESOLUTION BY STAFF**

DATE Sent to Council/ Request made	REQUEST	STATUS	DEPARTMENT RESPONSIBLE Dept/Division
01/25/22	Corcoran Cemetery District concerns. Council directed City Manager to make contact with District representatives and lend support.	In progress	City Manager
07/21/21	Homelessness Concerns. Council directed staff to explore and evaluate avenues to address homeless issues.	In progress	City Manager
07/21/21	Vacant and blighted commercial properties. Council directed staff to begin preparing an abatement ordinance.	In progress	Community Development
06/13/20	Council directed Staff to begin preparing a public nuisance ordinance.	In progress	Community Development/Police Department
03/12/19	Council requested that Staff prepare ordinance specifically prohibiting smoking in public parks. It was recommended that the City also consider an ordinance prohibiting dogs in public parks.	In progress	Community Development

