

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL *BB*
DATE: AUGUST 7, 2009



CONSENT AGENDA

The following items are considered routine and non-controversial by staff and may be approved by one motion if no member of the Board wishes an item be removed. If discussion is desired, the item will be removed from the Consent Agenda and will be considered separately.

**Questions or clarification may be made by the Board members
without removal from the Consent Agenda.**

- D-1) APPROVE WARRANTS [RECOMMEND APPROVAL]
- D-2) APPROVE BOARD MEETING MINUTES [RECOMMEND APPROVAL]
Approve Minutes of 7/22/09 Regular Meeting
- D-3) AUTHORIZE SUBMISSION OF SAVINGS BY DESIGN APPLICATION TO
PG&E [AUTHORIZE SUBMISSION]
- D-4) SUBMIT BALLOT TO CSDA RE: "SEAT A" ELECTION [AUTHORIZE
SUBMISSION]
- D-5) RATIFY EXECUTION OF REVISED LEASE AGREEMENT FOR
PURCHASE OF BACKHOE [RATIFY EXECUTION]

T:\BOARD MATTERS\BOARD MEETINGS\BOARD LETTER\2009\CONSENT AGENDA\CONSENT 08-12-09.DOC

TO: BOARD OF DIRECTORS
 FROM: BRUCE BUEL
 DATE: AUGUST 7, 2009

**AGENDA ITEM
 D-1
 AUGUST 12, 2009**

**TOTAL COMPUTER
 CHECKS
 \$436,515.16**

HAND WRITTEN CHECKS

07-20-09	19939	E EBY	100.00
07-20-09	19940	M WINN	100.00
07-21-09	19941	CENTRAL COAST BLINDS	675.34
07-23-09	19942	L VIERHEILIG	100.00
07-23-09	19943	J HARRISON	100.00
07-27-09	19944	M WINN	100.00
07-27-09	19945	L VIERHEILIG	100.00
07-31-09	19946	STATE WATER RESOURCES	100.00
07-31-09	19947	STATE WATER RESOURCES	80.00
07-31-09	19948	STATE WATER RESOURCES	95.00
08-04-09	19949	SLO COUNTY RECORDER	48.00
08-07-09	19950	J HARRISON	100.00
08-07-09	19951	W NELSON	100.00
08-07-09	19952	L WILLIS	75.00
08-07-09	19953	D STANMAN	75.00
08-07-09	19954	K WATTELET	75.00
08-07-09	19955	P KNOTTS	75.00
08-07-09	19956	D VENANCIO	75.00
08-07-09	19957	R WALSH	75.00
08-07-09	19958	J WIGGINS	75.00
08-07-09	19959	D MACGREGOR	75.00
08-07-09	19960	T WADE	75.00
08-07-09	19961	E MULDER	75.00
08-07-09	19962	M HELLER	75.00
08-07-09	19963	S SCHULTE	75.00

VOID - NONE

COMPUTER GENERATED CHECKS

Number	Date	Vendor/Organization	Invoice Id	Date	Description/Reference	Period	Amount	Amount Paid
16822	07/24/09	EMP01 EMPLOYMENT DEVELOP DEPT	A90721	07/21/09	STATE INCOME TAX	07-09	1121.63	1121.63
16823	07/24/09	MID01 RABOBANK-PAYROLL TAX DEPOS	A90721	07/21/09	COMBINED CHECK	07-09	4464.00	4464.00
16824	07/24/09	MID02 RABOBANK-DIRECT DEPOSIT	A90721	07/21/09	NET PAY	07-09	29456.50	29456.50
16825	07/24/09	PER01 PERS RETIREMENT	A90721	07/21/09	PERS PAYROLL REMITTANCE	07-09	8957.84	8957.84
16826	07/24/09	STA01 ING-PERS 457 DEFERRED COMP	A90721	07/21/09	457 DEFERRED COMP	07-09	1125.00	1125.00
16827	08/07/09	EMP01 EMPLOYMENT DEVELOP DEPT		1043.90	.00	1043.90	A90803	STATE INCOME TAX
16828	08/07/09	MID01 RABOBANK-PAYROLL TAX DEPO		3208.42	.00	3208.42	A90803	FEDERAL INCOME TAX
				53.76	.00	53.76	1A90803	FICA
				944.06	.00	944.06	2A90803	MEDICARE (FICA)
		Check Total.....:		4206.24	.00	4206.24		
16829	08/07/09	MID02 RABOBANK-DIRECT DEPOSIT		28359.23	.00	28359.23	A90803	NET PAY
16830	08/07/09	PER01 PERS RETIREMENT		8808.54	.00	8808.54	A90803	PERS PAYROLL REMITTANCE
16831	08/07/09	STA01 ING-PERS 457 DEFERRED COM		1325.00	.00	1325.00	A90803	457 DEFERRED COMP

**NIPOMO COMMUNITY SERVICES DISTRICT
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Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
016832	08/07/09	GAS02	GAS COMPANY, THE	50.00	.00	50.00	060309	GAS ENGINE 08619205712
				299.78	.00	299.78	070209	GAS ENGINE 08619205712
				9.53	.00	9.53	072409	SHOP OFFICE HEAT 041637
				12.89	.00	12.89	07/21/09	OFFICE HEAT 06235160949
			Check Total.....:	372.20	.00	372.20		
016833	08/07/09	NEX01	NEXTEL COMMUNICATIONS	719.29	.00	719.29	87314092	CELL PHONES
016834	08/07/09	PGE01	P G & E	59167.46	.00	59167.46	072909	ELECTRICITY 4449664603-3
016835	08/07/09	USB01	US BANK TRUST	18.51	.00	18.51	072209 A	CONSERVATION SUPPLIES
				30.19	.00	30.19	072209 B	CONSERVATION SUPPLIES
				145.58	.00	145.58	072209 C	BD MEETING SUPPLIES
				95.14	.00	95.14	072209 D	BD MEETING SUPPLIES
				50.00	.00	50.00	072209 E	WATER SEMINAR
				736.59	.00	736.59	072209 F	OPER SUPPLIES
			Check Total.....:	1076.01	.00	1076.01		
016836	08/07/09	VER01	VERIZON	36.68	.00	36.68	071909	BL PHONE
016837	08/12/09	ABA01	ABALONE COAST BACTERIOLOG	97.00	.00	97.00	09-1336	TOWN WWTF LAB
				97.00	.00	97.00	09-1404	TOWN WWTF LAB
				97.00	.00	97.00	09-1454	TOWN WWTF LAB
				20.00	.00	20.00	09-1489	BL WWTF LAB
				20.00	.00	20.00	09-1501	BL WWTF LAB
				175.00	.00	175.00	09-1502	WATER SAMPLES
				176.00	.00	176.00	09-1512	TOWN WWTF LAB
				20.00	.00	20.00	09-1513	BL WWTF LAB
				97.00	.00	97.00	09-1514	TOWN WWTF LAB
				115.20	.00	115.20	09-1515	WATER SAMPLES
				20.00	.00	20.00	09-1523	BL WWTF LAB
				20.00	.00	20.00	09-1528	BL WWTF LAB
				20.00	.00	20.00	09-1541	BL WWTF LAB
				20.00	.00	20.00	09-1548	BL WWTF LAB
				175.00	.00	175.00	09-1549	WATER SAMPLES
				176.00	.00	176.00	09-1568	TOWN WWTF LAB
				20.00	.00	20.00	09-1569	BL WWTF LAB
				14.40	.00	14.40	09-1570	KNOLLWOOD
				20.00	.00	20.00	09-1581	BL WWTF LAB
				20.00	.00	20.00	09-1586	BL WWTF LAB
				20.00	.00	20.00	09-1594	BL WWTF LAB
				20.00	.00	20.00	09-1605	BL WWTF LAB
				176.00	.00	176.00	09-1619	TOWN WWTF LAB
				20.00	.00	20.00	09-1621	BL WWTF LAB
				20.00	.00	20.00	09-1632	BL WWTF LAB
				20.00	.00	20.00	09-1640	BL WWTF LAB
			Check Total.....:	1695.60	.00	1695.60		
016838	08/12/09	ADV01	ADVANTAGE ANSWERING PLUS	158.90	.00	158.90	105648	ANSWERING SERVICE
016839	08/12/09	AEC01	AECOM USA INC	1789.05	.00	1789.05	7058642	SOUTHLAND WWTF UPGRADE
				3180.60	.00	3180.60	7058643	WATER SYSTEM MAPPING
				85948.78	.00	85948.78	7058842	WATERLINE INTERTIE PROJEC
				24306.75	.00	24306.75	7058911	SOUTHLAND WWTF UPGRADE
				6280.20	.00	6280.20	7058913	SEWER MAIN REPLACEMENT DE
				151.20	.00	151.20	7058992	PCI GLOBAL PREM
			Check Total.....:	121656.58	.00	121656.58		
016840	08/12/09	ALX01	ALEXANDER'S CONTRACT SERV	2212.30	.00	2212.30	072909	METER READING
016841	08/12/09	AME03	AMERI PRIDE	59.98	.00	59.98	1030966	UNIFORMS ETC
				126.06	.00	126.06	F822036	UNIFORMS ETC
				130.75	.00	130.75	F827316	UNIFORMS ETC
				128.51	.00	128.51	F832680	UNIFORMS ETC
			Check Total.....:	445.30	.00	445.30		
016842	08/12/09	ATT01	AT&T/MCI	151.01	.00	151.01	756395	PHONE
				34.94	.00	34.94	756647	PHONE
				149.75	.00	149.75	756717	PHONE
			Check Total.....:	335.70	.00	335.70		
016843	08/12/09	BRE02	BRENNTAG PACIFIC INC.	705.66	.00	705.66	BOI913289	CHLORINE
				473.02	.00	473.02	BPI913290	CHLORINE
				616.60	.00	616.60	BPI917483	CHLORINE
				571.07	.00	571.07	BPI917824	CHLORINE
			Check Total.....:	2366.35	.00	2366.35		
016844	08/12/09	CAL03	CALIFORNIA ELECTRIC SUPPL	9.24	.00	9.24	781927	SUPPLIES
016845	08/12/09	CAL18	CAL PORTLAND COMPANY	1333.26	.00	1333.26	90799740	COLD MIX

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Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
016846	08/12/09	CAN02	CANNON ASSOCIATES	780.00 600.00 675.00 75.00	.00 .00 .00 .00	780.00 600.00 675.00 75.00	46695 46696 46697 46698	VIA CONCHA SCADA MAINT SCADA MAINT MARIA VISTA SCADA MAINT SCADA MAINT
			Check Total.....:	2130.00	.00	2130.00		
016847	08/12/09	CLE06	CLEVER DUCKS	283.00 1335.00	.00 .00	283.00 1335.00	8390 8743	COMPUTER SUPPORT COMPUTER SUPPORT
			Check Total.....:	1618.00	.00	1618.00		
016848	08/12/09	CLI01	CLINICAL LABORATORY OF SA	30.00	.00	30.00	082109	CLASS FOR J EDWARDS
016849	08/12/09	COA02	COASTAL ROLLOFF	301.59	.00	301.59	47170	SHOP TRASH REMOVAL
016850	08/12/09	COR01	CORBIN WILLITS SYSTEMS	130.00 750.83	.00 .00	130.00 750.83	A90731 A907151	BL BILLING CHANGE BILLING SOFTWARE SUPPORT
			Check Total.....:	880.83	.00	880.83		
016851	08/12/09	CRU01	ROBERTO CRUZ	31.78 20.00	.00 .00	31.78 20.00	073109 SEM71509	REIMB FOR SUPPLIES SEMINAR IN LOMPOC
			Check Total.....:	51.78	.00	51.78		
016852	08/12/09	DWI01	DWIGHT'S AUTOMOTIVE	15.00 15.00	.00 .00	15.00 15.00	883038 883041	TIRE REPAIR TIRE REPAIR
			Check Total.....:	30.00	.00	30.00		
016853	08/12/09	EBY01	EBY, ED	100.00	.00	100.00	081209	REG BD MEETING 081209
016854	08/12/09	FAR01	FARM SUPPLY COMPANY	501.96	.00	501.96	85685+	SUPPLIES
016855	08/12/09	FAR02	FAR WEST EXPRESS	25.00	.00	25.00	E16890+	DELIVERY
016856	08/12/09	FER01	FERGUSON ENTERPRISES INC	44.04	.00	44.04	1668830	SUPPLIES - WELLS
016857	08/12/09	FGL01	FGL ENVIRONMENTAL	49.00 49.00 263.00 81.00 120.00 406.00 137.00 63.00 288.00 203.00 81.00 203.00 480.00 56.00 1072.00 288.00 56.00 127.00 24.00 432.00	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00 .00 .00 .00 .00 .00 .00 .00 .00 .00 .00	49.00 49.00 263.00 81.00 120.00 406.00 137.00 63.00 288.00 203.00 81.00 203.00 480.00 56.00 1072.00 288.00 56.00 127.00 24.00 432.00	070109 906538 906295A 906301A 906529A 906535A 906536A 906537A 906811A 906813A 906814A 906815A 906816A 907078A 907079A 907080A 907314A 907317A 907505A 907512A	BEVINGTON LAB BEVINGTON WELL TOWN WWTF LAB BL WWTF LAB BL LAB TOWN WWTF LAB BL WWTF LAB BL WWTF LAB TOWN WWTF LAB WATER SAMPLE BL WWTF LAB WATER SAMPLES TOWN WWTF LAB BL WWTF LAB WATER SAMPLES TOWN WWTF LAB BL WWTF LAB WATER SAMPLES WATER SAMPLES WATER SAMPLES
			Check Total.....:	4478.00	.00	4478.00		
016858	08/12/09	FLU01	FLUID RESOURCE MANAGEMENT	1685.27	.00	1685.27	5759	LIFT STN MAINT
016859	08/12/09	GAR01	GARING TAYLOR & ASSOC	290.00	.00	290.00	9912	WILLOW RD INTERTIE PEER R
016860	08/12/09	GAS02	GAS COMPANY, THE	6116.95	.00	6116.95	073109	SUNDALE WELL GAS
016861	08/12/09	GIL01	GLM, INC.	362.00	.00	362.00	072909	OFFICE LANDSCAPE
016862	08/12/09	GRO01	GROENIGER & CO	93.91	.00	93.91	11009906	SUPPLIES
016863	08/12/09	GWA01	GWA INC	53.00 85.00	.00 .00	53.00 85.00	907006401 907021071	ALARM SERVICE ALARM MONITORING
			Check Total.....:	138.00	.00	138.00		
016864	08/12/09	HAR02	HARRISON, JAMES	100.00	.00	100.00	081209	REG BD MEETING 081209
016865	08/12/09	IRO01	IRON MOUNTAIN RECORDS MGT	31.89	.00	31.89	APE6377	SHREDDING SERVICE
016866	08/12/09	KOE01	KOEHLER PLUMBING, INC	167.05	.00	167.05	3693	PLUMBING REPAIR

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016867	08/12/09	LAN02	LANDMARK LANDSCAPE CO INC	214.00	.00	214.00	45659	LANDSCAPE MAINT TR 2409
				410.91	.00	410.91	45828	LANDSCAPE MAINT TR 2409
			Check Total.....:	624.91	.00	624.91		
016868	08/12/09	MCC01	McCROMETER	125.61	.00	125.61	156195 SO	WELL FLOW METER
016869	08/12/09	MGE01	MGE UNDERGROUND	23278.05	.00	23278.05	101435	WATERLINE PROJECT POTHOLI
016870	08/12/09	MOR02	MORE OFFICE SOLUTIONS	1116.06	.00	1116.06	307992	CASSETTE FEED TRAYS
				752.34	.00	752.34	308097	UPGRADE 5 USER LICENSES E
			Check Total.....:	1868.40	.00	1868.40		
016871	08/12/09	MUL01	MULLAHEY FORD	39.20	.00	39.20	199244	09 FORD MAINT
016872	08/12/09	NEL01	NELSON, WILLIAM J	100.00	.00	100.00	081209	REG BD MEETING 081209
016873	08/12/09	NIP05	NIPOMO CHAMBER OF COMMERC	45.00	.00	45.00	101009	OCTOBER FEST APP
016874	08/12/09	OFF01	OFFICE DEPOT	46.49	.00	46.49	3477001	SUPPLIES
				91.98	.00	91.98	4144001	SUPPLIES
			Check Total.....:	138.47	.00	138.47		
016875	08/12/09	ONE01	1-800-CONFERENCE	5.88	.00	5.88	120066130	CONF CALL
016876	08/12/09	PAT01	PAT PHELAN CONSTRUCTION	6150.00	.00	6150.00	20667	RIP PONDS
016877	08/12/09	POO01	POOR RICHARD'S PRESS	272.41	.00	272.41	204710	SEWER OVERFLOW DOOR HANGE
016878	08/12/09	PRE01	PRECISION JANITORIAL	650.00	.00	650.00	190	JULY JANITORIAL SERVICE
016879	08/12/09	QUI04	QUINN POWER SYSTEMS	460.99	.00	460.99	330004214	REPAIR ELECT VISTA DEL SO
016880	08/12/09	RBA01	R BAKER, INC	3782.06	.00	3782.06	09063727	WATER LEAK ON DIVISION
016881	08/12/09	REL01	RELIABLE OFFICE SUPPLIES	281.32	.00	281.32	BM537400	SUPPLIES
				86.59	.00	86.59	XTB37100	SUPPLIES
				-86.59	.00	-86.59	XTB37100CC	RETURN SUPPLIES
			Check Total.....:	281.32	.00	281.32		
016882	08/12/09	RIC01	RICHARDS, WATSON, GERSHON	1882.00	.00	1882.00	166011	WATER RIGHTS ADJUDICATION
016883	08/12/09	SAI01	SAIC	1950.78	.00	1950.78	5935-20	NMMA TECH GROUP
				230.75	.00	230.75	9100-35	GENERAL CONSULTATION
			Check Total.....:	2181.53	.00	2181.53		
016884	08/12/09	SAN01	SANTA MARIA TIRE INC	75.72	.00	75.72	453935	02 TOY MAINT
016885	08/12/09	SAN18	SANTA MARIA ELECTRIC INC	170.00	.00	170.00	5322	TOWN WWTF GENERATOR MAINT
016886	08/12/09	SLO02	DIV OF ENVIRON HEALTH	659.16	.00	659.16	63961	CROSS CONNECTION INSPECTI
016887	08/12/09	SLO04	SAN LUIS OBISPO AUDITOR	23358.54	.00	23358.54	LAFCO 9/0	LAFCO 2009-10 BUDGET COST
016888	08/12/09	SLO05	SAN LUIS OBISPO ASSESSOR	340.05	.00	340.05	41256	PARCEL REPORTS
016889	08/12/09	SOU01	SOUTH COUNTY SANITARY	34.92	.00	34.92	263364	OFFICE TRASH COLLECTION
				169.12	.00	169.12	2634835	OLDE TOWNE TRASH COLLECTI
			Check Total.....:	204.04	.00	204.04		
016890	08/12/09	SOU03	SOUTH COUNTY SANITARY	1922.89	.00	1922.89	TEETER	2008-09 TAX LIEN BALANCE
016891	08/12/09	SPE02	SPECIAL DISTRICT FINANINC	1500.00	.00	1500.00	9430	REASSESSMENT DISTRICT NO
016892	08/12/09	SPE03	SPECIALTY CRANE & RIGGING	2367.93	.00	2367.93	28093	REPAIR-CRANE
016893	08/12/09	STA03	STATEWIDE SAFETY & SIGNS	120.80	.00	120.80	71648	USA MARKING PAINT
				245.73	.00	245.73	71675	HYDRANT MARKERS
			Check Total.....:	366.53	.00	366.53		
016894	08/12/09	STA08	STAPLES	243.54	.00	243.54	7120001	SUPPLIES
				198.33	.00	198.33	2250002+	SUPPLIES
			Check Total.....:	441.87	.00	441.87		
016895	08/12/09	TAF01	TAFT ELECTRIC	1453.00	.00	1453.00	30531	OUTLET FOR WET WELL

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016895	08/12/09	TAF01	TAF ELECTRIC	388.72	.00	388.72	30497K	REPAIR TEJAS LFT STN
			Check Total.....:	1841.72	.00	1841.72		
016896	08/12/09	TIT01	TITAN INDUSTRIAL & SAFETY	160.13	.00	160.13	1035941	SUPPLIES
				98.24	.00	98.24	1036119	RAINSUIT
			Check Total.....:	258.37	.00	258.37		
016897	08/12/09	TRI03	THE TRIBUNE	81.00	.00	81.00	082209	SUBSCRIPTION
016898	08/12/09	TUC01	TUCKFIELD & ASSOCIATES	13065.00	.00	13065.00	244	FINANCIAL PLAN & RATE STU
016899	08/12/09	UND01	UNDERGROUND SERVICE ALERT	319.50	.00	319.50	90070639	UNDERGROUND SERV NOTIFICA
016900	08/12/09	USA01	USA BLUEBOOK	114.30	.00	114.30	855521	SUPPLIES
016901	08/12/09	VIE01	VIERHEILIG, LARRY	100.00	.00	100.00	081209	REG BD MEETING 0812089
016902	08/12/09	WAY01	WAYNE COOPER AG SERVICES	400.00	.00	400.00	332	WELL EFFICIENCY TESTS
016903	08/12/09	WIN01	WINN, MICHAEL	100.00	.00	100.00	081209	REG BD MEETING 081209
016904	08/12/09	WOE01	WOESTE ELECRIC INC	17578.84	.00	17578.84	522764	SUNDALE WELL ELECTRIFICAT
016905	08/12/09	WOO01	DOUGLAS WOOD & ASSOCIATES	3006.63	.00	3006.63	MILLER 3	MILLER PARK ASSESSMENT
				25776.09	.00	25776.09	6-30-9 #3	SOUTHLAND WWTF UPGRADE
			Check Total.....:	28782.72	.00	28782.72		
016906	08/12/09	\F002	INDY MAC BANK,	203.27	.00	203.27	000A90701	MQ CUSTOMER REFUND FOR FI
016907	08/12/09	\H005	MONTY HOLDEN BACKHOE,	298.26	.00	298.26	000A90701	MQ CUSTOMER REFUND FOR HO
016908	08/12/09	\N003	NEWDOLL CONSTRUCTION,	450.60	.00	450.60	000A90701	MQ CUSTOMER REFUND FOR NE

NIPOMO COMMUNITY SERVICES DISTRICT

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Celebrating 44 - Years of Service 1965 - 2009

DRAFT MINUTES

JULY 22, 2009 AT 9AM

BOARD ROOM 148 SOUTH WILSON STREET, NIPOMO, CA

BOARD of DIRECTORS

JAMES HARRISON, **PRESIDENT**
LARRY VIERHEILIG, **VICE PRESIDENT**
MICHAEL WINN, **DIRECTOR**
ED EBY, **DIRECTOR**
BILL NELSON, **DIRECTOR**

PRINCIPAL STAFF

BRUCE BUEL, **GENERAL MANAGER**
LISA BOGNUDA, **ASST. GENERAL MANAGER**
DONNA JOHNSON, **BOARD SECRETARY**
JON SEITZ, **GENERAL COUNSEL**
PETER SEVCIK, **DISTRICT ENGINEER**

Mission Statement: The Nipomo Community Services District's mission is to provide its customers with reliable, quality, and cost-effective services now and in the future.

00:00:00

A. CALL TO ORDER AND FLAG SALUTE

President Harrison called the meeting of the Nipomo Community Services District Board of Directors to order at 9:02 a.m. and led the flag salute.

00:00:40

B. ROLL CALL

At Roll Call, all directors were present.

00:00:50

C. PRESENTATIONS AND PUBLIC COMMENT

C-1) MIKE NUNLEY OF AECOM

Update re: Waterline Intertie Project and Southland WWTF Upgrade Project

Mike Nunley, AECOM Engineering Project Manager, reviewed the Waterline Intertie Project and answered questions from the Board.

He then presented the report on the Southland Wastewater Treatment Facility Upgrade Project and answered questions from the Board.

The Board thanked Mr. Nunley for the reports.

C-2) NCSD UTILITY SUPERINTENDENT TINA GRIETENS

Update re: Utility Department Operations in June 2009

Tina Grietens, Utility Superintendent, introduced Robert Cruz, who started working for the Maintenance Department on June 22, 2009.

Mr. Cruz greeted the Board.

Ms. Grietens reviewed the report presented in the Board packet. She answered the questions and comments from the Board.

The Board thanked Ms. Grietens for her report.

MINUTES SUBJECT TO BOARD APPROVAL

Nipomo Community Services District
REGULAR MEETING
DRAFT MINUTES

C-3) NCSW WATER CONSERVATION COORDINATOR CELESTE WHITLOW

Update re: June 2009 Outreach Activities

Celeste Whitlow, Water Conservation Coordinator, reviewed the report presented in the Board packet. She answered the questions and comments from the Board.

The Board made suggestions for a water use study for when the new conservation software is up and running.

C-4) DIRECTORS' ANNOUNCEMENTS OF DISTRICT & COMMUNITY INTEREST
Receive Announcements from Directors Items of District & Community Interest

Director Vierheilig

Finance and Audit Committee will meet Thursday, July 23, 2009 at 1:00 p.m. in the District Boardroom to discuss the rate study.

Director Eby

CEQA seminar September 25 to discuss climate change and regional planning.

Director Winn

Planning Commission to meet July 23, 24, and 30 discussing Conservation & Open Space Element.

Conservation Committee will meet Monday, July 27, 2009, at 1:30 p.m.

SCAC will meet Monday, July 27, 209 at 6:30 p.m. The proposed Miller Park will be discussed. Also to be discussed will be the land lease for the 100 acres at the Dana Adobe, for which the County paid \$2.7 million.

There will be no WRAC meeting in August.

Director Harrison

The NMMA will meet Wednesday, July 29th. This is not a public meeting.

C-5) PUBLIC COMMENT ON ITEMS NOT ON AGENDA

There was no public comment.

00:49:25

D. CONSENT AGENDA

D-1) APPROVE WARRANTS [RECOMMEND APPROVAL]

D-2) APPROVE BOARD MEETING MINUTES [RECOMMEND APPROVAL]

Approve Minutes of 7/2/09 Special and 7/8/09 Regular Meeting

D-3) RECEIVE 2ND QUARTER FINANCIAL REPORT [RECEIVE AND FILE]

D-4) AUTHORIZE PURCHASE OF BACKHOE, DECLARE BACKHOE AND TRACTOR SURPLUS, AND AUTHORIZE SALE OF OLD BACKHOE AND TRACTOR

Mr. Buel described a correction necessary in Item D-3. The correct amount in column 3, on the front page, should be \$125,126.76.

Item D-4 – Mr. Buel answered Director Winn's question concerning the process to surplus a District asset. Information as to the age and hours on the tractors to be surplussed was not available.

Upon motion by Director Vierheilig and seconded by Director Winn, the Board unanimously approved the Consent Agenda, as amended. There was no public comment. Vote 5-0.

YES VOTES	NO VOTES	ABSENT
Directors Vierheilig, Winn, Nelson, Eby, and Harrison	None	None

E. ADMINISTRATIVE ITEMS

00:54:22

E-1) DISCUSS DEVELOPMENT OF GREENHOUSE GAS POLICY AND DETERMINE PROCESS

Bruce Buel, General Manager, explained that the Board had directed staff to get more information concerning the development of a greenhouse gas policy. Staff worked with Douglas Wood of Douglas Wood Associates to prepare a proposal for development of a draft policy statement.

The Board discussed the possibility of the County initially developing a policy and then the District could comment on the County's plan. Director Winn provided a draft of the County greenhouse gas and climate change materials for distribution. The Board agreed that the District does not need to spend the money to develop a policy at this time.

Upon motion by Director Eby and seconded by Director Vierheilg, the Board unanimously agreed to table this item until such time as the County develops a greenhouse gas policy or as otherwise required by law. There was no public comment. Vote 5-0.

YES VOTES	NO VOTES	ABSENT
Directors Eby, Vierheilg, Winn, Nelson, and Harrison	None	None

The Board took a break at 10:15 a.m. and returned at 10:25 a.m.

01:14:12

E-2) CONSIDER ADOPTION OF PERSONAL PROTECTIVE EQUIPMENT POLICY

Peter Sevcik, District Engineer and Safety Officer, explained that the policy included in the packet contains edits ordered by the Board at the June 24, 2009 Board meeting. Mr. Sevcik answered questions and comments from the Board.

Upon motion by Director Winn and seconded by Director Nelson, the Board unanimously adopted Resolution 2009-1155. There was no public present. Vote 5-0.

YES VOTES	NO VOTES	ABSENT
Directors Winn, Nelson, Vierheilg, Eby, and Harrison	None	None

RESOLUTION NO. 2009-1155
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT
ADOPTING A PERSONAL PROTECTIVE EQUIPMENT POLICY

01:22:50

E-3) ADOPT 2010-2014 NCSD STRATEGIC PLAN

Bruce Buel, General Manager, explained that in May 2009, the Board edited a version of the Draft Strategic Plan and set this date to consider adoption of the revised version.

The Board discussed how the plan would be used after it was adopted. Mr. Buel explained that the plan would be a basis to give direction to staff and staff could reference the items in the plan.

Mr. Buel answered questions and comments from the Board. There was no public present to comment.

**Nipomo Community Services District
REGULAR MEETING
DRAFT MINUTES**

E-3) ADOPT 2010-2014 NCSD STRATEGIC PLAN (CONTINUED)

Upon motion by Director Vierheilg and seconded by Director Winn, the Board unanimously accepted the NCSD Strategic Plan, as amended, and adopted Resolution 2009-1156. Vote 5-0.

RESOLUTION NO. 2009-1156
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT (NCSD)
ADOPTING THE 2010-2014 NCSD STRATEGIC PLAN

YES VOTES	NO VOTES	ABSENT
Directors Vierheilg, Winn, Nelson, Eby, and Harrison	None	None

Director Winn asked for copies to be made available for the South County Advisory Committee meeting on Monday, July 27, 2009.

01:31:50

ADJOURN TO NCSD PUBLIC FACILITIES CORPORATION

President Harrison adjourned the regular meeting of the Nipomo Community Services District at 10:45 a.m. and opened the Public Facilities Corporation meeting.

ROLL CALL

At Roll Call, the following members of the Corporation were present:
Members Nelson, Vierheilg, Eby, Winn and Harrison

Public Comment on Agenda Items

A. NCSD PUBLIC FACILITIES CORPORATION ANNUAL MEETING
Approve 2008 Minutes

Bruce Buel, General Manager, explained that the purpose this year of the annual meeting is to approve the minutes of the last meeting held July 23, 2008. The Board discussed the purpose of the Public Facilities Corporation.

Upon motion by Director Winn and seconded by Director Eby, the Board unanimously approved the minutes of the July 23, 2008 NCSD Public Facilities Corporation. There was no public present to comment. Vote 5-0.

YES VOTES	NO VOTES	ABSENT
Directors Winn, Eby, Vierheilg, Nelson, and Harrison	None	None

ADJOURN TO NCSD – REGULAR MEETING

President Harrison adjourned the Public Facilities Corporation meeting at 10:51 a.m. and re-opened the regular meeting of the Nipomo Community Services District.

01:38:33

F. MANAGER’S REPORT

Bruce Buel, General Manager, presented the Manager's Report as written and answered questions from the Board.

Peter Sevcik, District Engineer, also answered questions from the Board concerning the report from Mr. LeBrun documenting the various water purveyors on the Mesa. Director Winn had a list of questions for consideration, which will be submitted in writing.

02:01:39

G. COMMITTEE REPORT

There were no committee meetings held since the last Board meeting.

Nipomo Community Services District
REGULAR MEETING
DRAFT MINUTES

02:02:06

H. DIRECTORS' REQUESTS TO STAFF AND SUPPLEMENTAL REPORTS

Director Vierheilig

Asked to put on a future agenda for further discussion – Is our current lobbying effort effective and should we be lobbying Sacramento also?

Director Winn

Asked for specs on the tractors being surplus.

Would like to have an appointment, with the General Manager's approval, to see how District chemicals are being kept.

Asked to have staff look into the proposed formation of a County CFD in Nipomo.

Would like the Board to consider lobbying in Sacramento as well as Washington, DC.

02:07:33

I. CLOSED SESSION ANNOUNCEMENTS

Jon Seitz, District Legal Counsel, announced the following items for Closed Session.

1. CONFERENCE WITH DISTRICT LEGAL COUNSEL PENDING LITIGATION GC§54956.9 SMVWCD VS. NCSO (SANTA CLARA COUNTY CASE NO. CV 770214, SIXTH APPELLATE COURT CASE NO. H032750 AND ALL CONSOLIDATED CASES).
2. INITIATION OF LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956 (ONE CASE)
3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS BRUCE BUEL, JON SIETZ AND LILLIAN JEWELL PURSUANT TO GOVERNMENT CODE SECTION 54956.8 REGARDING THE PURCHASE OF AN EASEMENT INTEREST IN APN 090-341-002, 023 AND 033 OWNED BY GERALDINE BIORN AND RAYMOND NELSON ESTATE (NEGOTIATOR: GERALDINE BIORN)

J. PUBLIC COMMENT ON CLOSED SESSION ITEMS

There was no public present to comment.

K. ADJOURN TO CLOSED SESSION

President Harrison adjourned the Open Session to Closed Session at 11:21 a.m.

L. OPEN SESSION

ANNOUNCEMENT OF ACTIONS, IF ANY, TAKEN IN CLOSED SESSION

President Harrison opened the meeting to Open Session.


Jon Seitz, District Legal Counsel, announced that the Board heard an update on the items listed above. There was no reportable action on the items.

ADJOURN

President Harrison adjourned the meeting at 11:55 a.m.

➤ THE FOLLOWING REGULAR BOARD MEETING IS AUGUST 12, 2009
TENTATIVELY SCHEDULED ITEMS INCLUDE:

- Emergency Water Shortage Regulations
- Greenhouse Gas Policy

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL 
DATE: AUGUST 7, 2009

AGENDA ITEM
D-3
AUGUST 12, 2009

AUTHORIZE SUBMISSION OF SAVINGS BY DESIGN APPLICATION TO PG&E

ITEM

Authorize submission of Savings By Design application to PG&E [AUTHORIZE SUBMISSION]

BACKGROUND

PG&E has a rebate program to reward Non-Residential New Construction for inclusion of energy savings features in the project design. Attached is a Guide to the Program and an application.

FISCAL IMPACT

Submittal of the application should result in a substantial rebate from PG&E. The rebate should more than pay for the cost of processing the application.

RECOMMENDATION

Staff recommends that the Board authorize the General Manager to execute and submit the attached application.

ATTACHMENTS

- Savings by Design Program Guide
- Application

T:\BOARD MATTERS\BOARD MEETINGS\BOARD LETTER\2009\WIP SAVINGS BY DESIGN APP.DOC

PG&E's

Nonresidential New Construction (NRNC)



2009 PARTICIPANT HANDBOOK

POLICIES AND PROCEDURES

www.savingsbydesign.com

This offering is funded by California utility customers and administered by Pacific Gas and Electric Company, San Diego Gas and Electric, Southern California Edison, and the Southern California Gas Company under the auspices of the California Public Utilities Commission.

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What's New for 2009?

- Increased incentives for non-lighting Systems Approach measures by \$0.01 per kWh
- Increased Whole Building Approach incentives, where the maximum rate is raised to \$0.30 per kWh at 30% better than T24
- Increased Systems and Whole Building Approach gas measures to \$1.00 per Therm
- An additional \$100 per kW saved across all Systems and Whole Building measures
- A lowered Design Team participation threshold to 10% better than T24 and increased incentive rates due to the increases in the Owner's incentive rates

1 OFFERING OVERVIEW AND POLICIES

1.1 Introduction

California's Nonresidential New Construction (NRNC) offering, also known as Savings By Design, is a new construction and renovation/remodel energy efficiency offering. It is administered statewide and funded by utility customers through the Public Purpose Programs surcharge applied to gas and electric services. Five utilities offer the program in their respective service areas: Pacific Gas and Electric Company (PG&E), San Diego Gas and Electric (SDG&E), Southern California Edison (SCE), Southern California Gas Company (SoCalGas) and Sacramento Municipal Utility District (SMUD). This statewide approach offers the nonresidential building industry a multi-faceted program designed to consistently serve the needs of the building community throughout California. NRNC encourages energy-efficient building design and construction practices, promoting the efficient use of energy by offering up-front design assistance supported by financial incentives based on project performance.

Benefits of Participation. Projects participating in NRNC receive services including design assistance, energy analysis, and financial incentives. Services begin in the project design phase and continue through construction completion. Design assistance can range from simple plan review and efficiency upgrade recommendations to comparisons of efficient systems, technical specifications, and even complete computer simulation analysis comparing a number of alternative systems and integrated building design options. Financial incentives are available for projects that exceed established thresholds. The incentives help to offset potential increases in costs associated with energy efficient buildings. Incentives are also offered to design teams to move design practices toward a greater consideration of energy efficiency options early in the design process, when the potential for energy savings is the greatest and most cost-effective.

Designs for Nonresidential New Construction and Renovation/Remodel Projects.

NRNC targets the primary decision-makers for new construction and renovation/remodel projects such as: building owners, architects, engineers, designers, contractors, builders, developers, and energy consultants. NRNC analyses provide detailed technical and financial assistance data that allows owners and design teams to make informed decisions regarding energy efficiency features. The NRNC offerings serve commercial, industrial, and agricultural customers and utilize California State Building Energy Efficiency Standards (Title 24, Part 6) as a reference baseline for comparison. The offering requires projects to perform better than mandated by Title 24, generally ten percent (10%). Other industry standards may be used, where appropriate, to determine reference baselines for comparisons.

1.2 Definitions

Alternative Calculation Method (ACM)	Official method for demonstrating performance compliance with California's Energy Efficiency Standards. The 2005 ACM Approval Manual (P400-01-011) is available from the California Energy Commission.
Alternative Delivery Method (ADM)	The ADM delivers the same services available to all customers through NRNC. The purpose of the flexible model is to provide a short term, focused offering of NRNC services to promote the use of a new energy efficient technology or to cultivate participation from a particular market segment or customer type that may not have participated in the program previously.
Design Team	The group responsible for the design and implementation of the systems in the building that use energy or affect the building's overall energy consumption. The Design Team will generally include the building owner, project architect, mechanical and electrical engineers, lighting designer, energy consultant, contractor, and possibly others.
Design Team Application	A form submitted by the Design Team Leader to PG&E indicating interest in participating in the Design Team Incentives component of the NRNC offering.
Design Team Leader	The person who, for purposes of this offering, takes the lead in examining and implementing energy efficiency options; specifically, the person who signs the Incentive Agreement and represents the Design Team to PG&E. Generally, this will be the project architect, mechanical engineer, or energy consultant.
Gas Surcharge	An unbundled rate component included on gas customer bills to fund public purpose programs including energy efficiency, low-income services, and research and development.
Incentive Agreement	An agreement executed between the participant and PG&E that documents the estimated electric and gas savings and the estimated incentive amount for the project. Funds are reserved for a period of 48 months upon execution of this agreement.
Integrated Design	Design practices that consider energy use and financial impacts throughout the design process, involving all design team members, to make appropriate decisions.
Integrated Design Analysis	A comprehensive analysis that includes energy simulation and financial analysis to quantify the benefits associated with multiple energy efficient options and strategies.

New Construction	Defined as: (1) new building projects wherein no structure or site footprint presently exist; (2) addition or expansion of an existing building or site footprint; or (3) addition of new load, as in the example of an existing site adding a new process.
Owner	The building owner and/or developer of a project participating in the NRNC offering.
Project	The scope of work contained in one set of construction documents as submitted for permits. In the case of schools, includes all buildings per campus.
Public Goods Charge (PGC)	A universal charge applied to each electric and gas customer's bill to support the provision of public goods. Public goods covered by California's Public Purpose Program include energy efficiency programs, low-income services, renewables and energy-related research and development.
Public Purpose Programs	NRNC is a Public Purpose Program, which is managed under the auspices of the California Public Utilities Commission and administered by the Investor-Owned Utilities. These funds are directed toward a variety of efforts including low-income ratepayer assistance and energy efficiency.
Reference Baseline	NRNC uses the California state energy standard (Title 24 and Title 20) as a reference baseline, a benchmark from which energy savings are determined. Where energy standards are not applicable, but substantial energy savings are feasible, a standard practice baseline will be used. An experienced PG&E engineer will determine the appropriate baseline to be applied to such a building project and or process.
Renovation/Remodel	Defined as: (1) construction that involves complete removal, redesign and replacement of the energy consuming systems of a building or process; (2) projects that require design and selection of new systems based upon the needs of new or modified space function(s); and (3) major tenant improvements that add new load.
NRNC Representative	The PG&E representative responsible for establishing, facilitating, and maintaining the relationship between PG&E, the Owner, and the Design Team for the purpose of achieving the benefits of the program.
Title 20	California Code of Regulations relating to appliance efficiency. It is also known as the Appliance Energy Efficiency Standards. Title 20 sets minimum efficiency requirements for appliances in the state of California.

Title 24	California Code of Regulations relating to building design and construction. Part 6 of Title 24 is the Energy Efficiency Standards for Nonresidential Buildings. Title 24 sets minimum efficiency requirements for building construction materials and energy-consuming equipment in the state of California.
Utility	The Investor-Owned Utilities: Pacific Gas and Electric (PG&E), San Diego Gas and Electric (SDG&E), Southern California Edison (SCE), and Southern California Gas (SoCalGas).

1.3 General Requirements and Eligibility

To participate in the 2009 NRNC offering, applicants must meet certain minimum requirements. An NRNC Representative will meet initially with the building Owner and Design Team to determine the appropriate program path and scope of services for the project. Specific design assistance services will depend on the path selected.

To be eligible for NRNC, projects must be:

- At a point where design changes are feasible, preferably in the programming or schematic design phase.
- Located in PG&E's service territory and subject to payment of the Public Goods Charge (PGC) for electric service and/or the Gas Surcharge for gas service administered by the California Public Utilities Commission (CPUC)—this charge appears on your bill as Public Purpose Programs.
- A project in the commercial, industrial, or agricultural market segment, and either
 - A new construction, addition, or expansion project, or
 - A major renovation/remodel project which involves building system redesign, or change of occupancy.
- Meet minimum NRNC requirements.

NRNC participants must:

- Complete and return an Application to indicate the Owner's interest in the program.
- For eligible Whole Building projects, the participants must complete a "Design Team Incentive Application" to indicate a Design Team's interest to participate and to establish a Design Team Leader. Application acceptance must be acknowledged by PG&E prior to the initiation of any analysis.
- Be willing to consider energy efficiency recommendations, which will improve building or system performance significantly beyond Title 24 (or other Reference Baseline) requirements.

- Provide required documentation, including selected construction documents, Title-24 documentation, integrated design analysis reports, manufacturer specifications, equipment cut sheets, and incremental cost verification, as requested.
- Sign the appropriate completed "NRNC Incentive Agreement(s)" prior to ordering, purchasing, and/or installing the selected energy efficient options.
- Agree that they will not apply for or receive any other incentive offered by local or state entities or utilities for measures covered under NRNC.
- Agree to allow access to the completed facility for on-site verification and, if selected, participate in measurement and evaluation studies.

Term. PG&E will execute a NRNC Incentive Agreement for eligible projects until December 31, 2009, or until the 2009 program funding has been depleted.

Availability. Funding is limited and available on a first-come, first-served basis. PG&E reserves the right to modify or discontinue this program without prior notice at its discretion, or by order of the California Public Utilities Commission (CPUC).

Project Completion. Construction must be substantially complete and participants must submit all required documentation to PG&E within 48 months from the date of PG&E's execution of the Incentive Agreement. If the project's completion is delayed beyond the final date, the Agreement is voided, but the project may be eligible under the offering guidelines in effect at that time. Subsequent eligibility will be considered on a case-by-case basis and will require PG&E's approval and the execution of a new Incentive Agreement.

1.4 The Basic Process

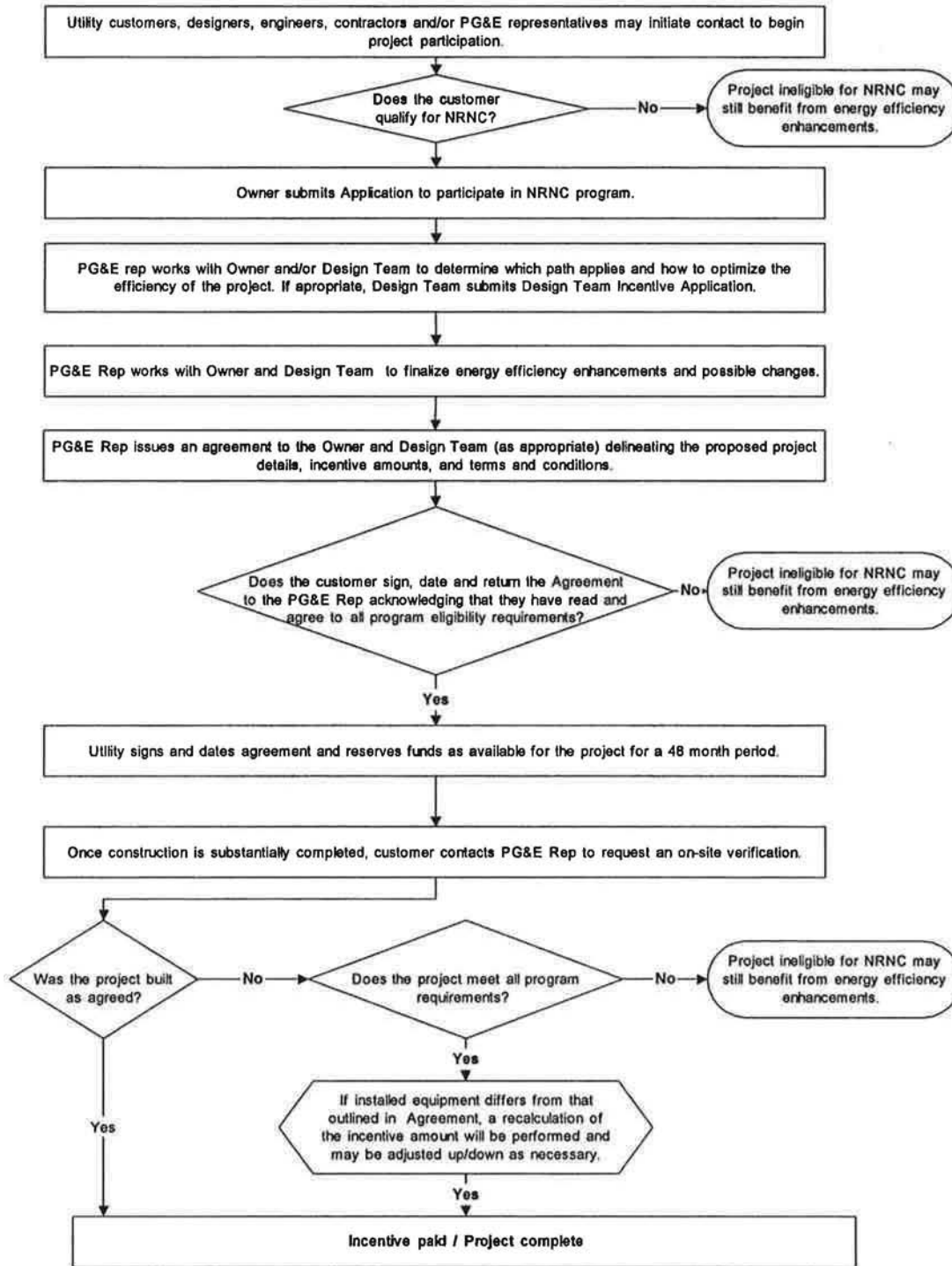
To participate in NRNC:

1. Owners, architects, designers, engineers, or contractors may initiate contact to begin project participation.
2. The Owner then submits a completed Application using the appropriate form(s) provided by PG&E. When applicable, the Design Team must completed Design Team Application during the preliminary or schematic design phase. This will be reviewed and approved by PG&E.
3. An NRNC Representative will work with the participants to determine which path applies and how to optimize the energy efficiency of the project.
4. After the selection and design of the energy efficiency enhancements are finalized, the NRNC Representative issues an Incentive Agreement to the Owner/Design Team delineating the proposed project details, estimated incentive amounts and terms and conditions.
5. The Owner/Design Team signs, dates, and returns the Agreement to the NRNC Representative. By signing the Agreement, the Owner/Design Team acknowledges that they have read and agree to all eligibility requirements. PG&E's counter-

signature and date indicate that funds have been reserved for the project for a period of 48 months. Funding is "first-come, first-served."

6. Once construction is substantially complete, the Owner contacts the NRNC Representative to request an on-site verification.
7. If the project is built as agreed and the project meets all of the requirements, the incentive will be paid. If the completed design differs from that outlined in the Incentive Agreement, a recalculation of the incentive amount will be performed and may be adjusted up or down to reflect the revised, estimated building performance.

Chart 1: NRNC Process



2 TWO APPROACHES TO ENERGY EFFICIENT BUILDINGS

Two performance-based design approaches, the Whole Building Approach and the Systems Approach, are available to identify and quantify energy-efficient design improvements. Jointly, the approaches provide the flexibility required to serve a large range of nonresidential projects and, whichever approach is taken, all services are available. After discussing project specifics, the NRNC Representative will help select the most advantageous approach based on the goals of the building Owner and Design Team as well as the nature of the project.

2.1 Whole Building Approach

NRNC promotes the use of integrated design analyses through the Whole Building Approach for large, complex projects or for projects containing innovative energy design features. Analyzing the performance of the building as a whole improves the design team's ability to optimize interactive efficiency effects of the various building systems.

Participation requires a minimal commitment from the building Owner: that they are willing to consider the analysis recommendations and attend a meeting with the Design Team to discuss the viability of implementing various energy efficiency strategies.

Whole Building Approach analysis requires the use of a comprehensive energy simulation tool capable of hourly calculations of multiple thermal zones. The tool must be capable of modeling Title 24/ACM requirements as well as the requirements of the proposed design where they differ significantly from Title 24, and must be approved by PG&E. Additionally, valuable parametric and economic analyses can be included in Whole Building Approach studies.

Customers using Prototypical Designs: Customers with multiple locations throughout the state who use a standard design prototype for multiple projects may be eligible for all services offered through the Whole Building Approach for the initial project in California. All subsequent projects constructed using that design will be eligible for the Systems Approach incentives and will not be eligible for Design Team Incentives. If there are significant revisions to the standard design, the new design effort may be eligible for all services.

2.2 Systems Approach

The Systems Approach encourages designers to optimize the energy efficiency of the systems within a building. The System Approach is most appropriate for less complex projects, those whose systems are designed at different times, and for projects where consideration for energy efficiency occurs late in the design phase.

For common building types and system features, NRNC provides this straightforward approach to identify potential energy efficiency options and impacts. For the Systems Approach, the NRNC Representative utilizes a proprietary performance-based modeling tool to quickly estimate typical energy savings associated with recommended measures in a typical building, and to calculate corresponding incentives.

3 OFFERING COMPONENTS

NRNC provides a variety of offerings to encourage the design of energy efficient buildings in California. It offers design assistance on a project-appropriate level as well as financial incentives to both the building Owner and the Design Team. Additionally, professional training opportunities, state-of-the-art energy design information and tools, industry recognition of exemplary projects are available through NRNC.

3.1 Design Assistance

Design assistance and consulting is offered at no charge to the Owner or the Design Team. The level of assistance provided for a project varies based on the program approach—Whole Building or Systems. Assistance may be as simple as providing plan review and recommendations or may be as involved as full energy modeling and financial analysis on multiple options for energy efficient systems. Receiving design assistance does not obligate the Owner to implement the design recommendations.

3.2 Financial Incentives

NRNC offers financial assistance to help offset the increased costs associated with energy efficient buildings. Incentives are based upon the project's estimated annual energy savings (kWh, kW and therms) and are calculated according to the rates and program entry levels shown in Table 1. Incentives are limited to 75% of the incremental cost of the efficiency upgrades.

NRNC offers two types of financial incentives:

Owner incentives - Incentives paid to Owners for efficient buildings that reduce energy use by approximately ten (10%) when compared to the reference baseline on an annualized basis. Owner incentives are available for Whole Building or Systems Approach projects as detailed in the attached table (Table 1).

Incentive payments are issued after construction completion is verified by an on-site inspection and when all other required documentation has been received. The final incentive amount is calculated based on the installed features. Final incentive payments may vary from agreed upon (committed) estimates as a result of changes in the design or installation of energy efficiency measures.

Design Team Incentives - Incentives paid to design teams to encourage them to integrate building systems to reduce energy use by at least ten percent (10%) when compared to the reference baseline on an annualized basis. Design Team Incentives are only available for Whole Building Approach projects, subject to an Owner Incentive Agreement being signed, and are paid to the Design Team Leader. NOTE: If PG&E provides the energy design analysis, the Design Team does not qualify for Design Team Incentives.

There are two opportunities for Design Team Incentives, based on the level of effort the Design Team elects to pursue:

- **Track A** – After developing an efficient design using energy simulation analysis, the Design Team Leader submits a summary report delineating the energy efficient features included in the proposed design. Supporting documentation must include computer

simulation electronic files and construction documents, and may include other information such as incremental cost estimates, specifications, and so forth. Track A Design Team Incentives will be paid upon construction completion and verification that all program requirements are met.

- Track B** – After exploring multiple energy efficiency design strategies through parametric and life-cycle cost analysis, the Design Team Leader submits a detailed report to the building owner and PG&E summarizing the integrated design analysis results and the proposed energy efficient design. Supporting documentation must include computer simulation electronic files, construction documents, and incremental cost estimates. Track B design team incentives are paid in two stages. Upon acceptance of a qualifying Whole Building Analysis Report and receipt of a signed Owner Agreement, fifty percent (50%) of the overall Design Team Incentive will be paid. The remaining fifty percent (50%) of the Design Team Incentive will be paid upon construction completion and verification that all NRNC requirements are met.

PG&E will process Design Team Incentive payments in accordance with the selected Track. Final Design Team Incentives are dependent on the energy savings level attained in the final construction and may vary from agreed upon (committed) estimates as a result of changes in the design or installation of energy efficiency measures.

Table 1: Incentive Rates and Entry Levels

Approach and System Categories	Entry Levels (% Beyond T24)	Incentive Rate Per Annualized Energy Savings	Peak kW Incentive Rate	Maximum Incentive Per Project*
Whole Building Approach				
Owner Incentive	10%	\$.10 - \$.30/kWh \$1.00/therm	\$100/ Peak kW	\$500,000
Design Team Incentive	10%	\$.033 - \$.10/kWh \$.33/therm	\$33/ Peak kW	\$50,000
Systems Approach				
Daylighting System	See NRNC brochure for specific thresholds and requirements	\$.05/kWh	\$100/ Peak kW	\$500,000
Lighting System (Interior & Outdoor)		\$.05/kWh		
HVAC System		\$.15/kWh \$1.00/therm		
Service Hot Water System		\$1.00/therm		
Process System**		\$.09/kWh \$1.00/therm		
* Incentives are limited to 75% of the incremental costs associated with efficiency upgrades.				
** Unique building types and/or processes may receive a package of services and incentives that may differ from the Handbook guidelines when PG&E elects to use an alternative delivery method (ADM).				

2009 INCENTIVE APPLICATION INSTRUCTIONS



SELECT THE APPROPRIATE FORMS

All applicants must submit a Customized ENERGY EFFICIENCY INCENTIVE APPLICATION and at least one of the following project forms:

Non-Residential Projects

NEW CONSTRUCTION/ADDITION – Attach NRNC Form

Design Team – Attach NRNC-DT Form if applicable

RENOVATION/RETROFIT – Attach NRR Form

Residential New Construction Projects

ENERGY STAR® Performance Method – Attach RNC-ES Form

New Solar Homes Partnership Performance Method - Attach RNC-NSHPPM Form

Prescriptive Method – Attach RNC-PC Form

Demand Response Programs

The Technology Incentive (TI) program's objective is to provide cash incentive payments for the installation of equipment or control software supporting Demand Response (DR). By promoting enabling technologies, PG&E helps its customers keep California's energy grid operating under extreme conditions.

The 2009 TI program is not accepting incentive applications until the CPUC approves PG&E's proposed program and budget for 2009-2011. When the CPUC approves the proposed program design and funding for TI, PG&E will issue a new NRR – DR application that will include incentive application information for the TI program. For information on PG&E DR programs, please visit www.pge.com



HOW TO APPLY

1. READ TERMS AND CONDITIONS ON:

- The back page of the Application
- The Project Form(s) that apply to your project(s)

2. COMPLETE:

- Applicant Information and Project Type on the Application
- (If applicable) Payment Section on the Application, if payment is to be paid to a party other than the Applicant. Residential New Construction applicants complete sections 1,2 and 4 only.
- Project Information and any calculations required by the Project Form(s)

3. SIGN:

- The Agreement on the Application
- (If applicable) The Payment Release Authorization on the Application, if incentive is to be paid to a party other than the Applicant
- The Agreement(s) on your choice of Project Form(s)

4. SUBMIT:

- The Application
- Your choice of Project Form(s)
- All required documentation pertaining to your project



CONTACT PG&E BEFORE SUBMITTING YOUR INFORMATION

You should contact a PG&E representative prior to submitting applications and other required documentation in order to participate in PG&E's Customized Energy Efficiency Incentive Program.

Non Residential Projects:

Contact Business Customer Center at 1-800-468-4743.

Email: energymgmtprograms@pge.com

Refer to the Participation Handbook for requirements and guidelines.

Residential Projects:

Contact the Residential Hotline at 1-800-342-7737

Email: newhomes@pge.com

Refer to the RNC Instruction Sheet for requirements and guidelines.

Submit Application Package to Your PG&E Representative or Mail Application To:

PG&E Integrated
Processing Center
P. O. Box 7265
San Francisco, CA 94120-7265

For Overnight Delivery, Send To:

PG&E Integrated
Processing Center
Mail Code B3B
77 Beale Street - 3rd Floor
San Francisco, CA 94105-1814



2009 INCENTIVE APPLICATION TERMS AND CONDITIONS

TERMS AND CONDITIONS

I, the Applicant, agree to the following terms and conditions ("the Agreement"):

1. I meet the Customized Energy Efficiency Incentive eligibility requirements as stated in the appropriate attachment(s) included with this Application.
2. The information I have supplied on this Application and attachment(s) is true, correct, and complete.
3. I have read and understand the terms and conditions of the Agreement and on the appropriate attachments and agree to abide by the rules, requirements and terms set forth on this Application, the Agreement, and all attachments.
4. If the Agreement is terminated for any reason, Pacific Gas and Electric Company (PG&E) shall not be liable to the Applicant for damages or compensation of any kind.
5. PG&E reserves the right to determine eligibility for the Incentive.
6. PG&E MAKES NO REPRESENTATION OR WARRANTY, AND ASSUMES NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE, OR OTHER ASPECT OF ANY DESIGN, SYSTEM OR APPLIANCE INSTALLED PURSUANT TO THE AGREEMENT, AND EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY. APPLICANT AGREES TO INDEMNIFY PG&E, ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANY, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES AGAINST ALL LOSS, DAMAGE, EXPENSE, FEES, COSTS, AND LIABILITY ARISING FROM ANY MEASURES INSTALLED.
7. Both funding and the conditions of the Incentive are subject to the jurisdiction of the California Public Utilities Commission (CPUC) and shall be subject to such changes or modifications as the CPUC may, from time to time, direct in the exercise of its jurisdiction. If there are changes in the Incentive, PG&E will endeavor, but cannot guarantee, to provide a reasonable period of time before changes go into effect.
8. I understand that if the incentive is modified in any way or terminated by order of any government entity, then the Agreement shall be revised or terminated consistent with that order.
9. PG&E may assign the Agreement, in whole or in part, or its rights and obligations hereunder, directly or indirectly, by operation of law or otherwise, without the Applicant's prior written consent, provided PG&E remains obligated for payments incurred prior to the assignment. The Applicant may not assign this Application, in whole or in part, or its rights and obligations hereunder, directly or indirectly, by operation of law or otherwise without the prior written consent of PG&E.
10. I understand the Incentive requires inspections and measurements of the performance of the measures. Therefore, I agree to provide access to the Project Site for these purposes to PG&E and/or its agents or assigns and the CPUC and/or its agents or assigns.

Continued on Next Page



Terms and Conditions Continued from Previous Page

11. I agree to release PG&E, its affiliates, parent company, officers, managers, directors, agents, and employees from all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any: (1) injury to or death of persons, including but not limited to employees of PG&E, customer, or any third party; (2) injury to property or other interests of PG&E, Applicant or any third party; (3) violation of local, state, or federal common law, statute, or regulation, including but not limited to environmental laws or regulations; (4) energy savings shortfall; so long as such injury, violation, or shortfall (as set forth in (1) - (4) above) arises from or is in any way connected with the Project, including any third party's performance of or failure to perform the Project, however caused, regardless of any strict liability or negligence of PG&E, its officers, managers, or employees.
12. Energy savings for which incentives are paid cannot exceed the actual usage provided by PG&E. Non-utility supply, such as cogeneration or deliveries from another commodity supplier, does not qualify as usage from PG&E (with the exception of Direct Access customers or customers paying departing load fees for which the utility collects PPP or PGC charges).
13. Funding approved for this Incentive is limited and will be paid on a first-come, first-served basis to qualified applicants. Funds will only be reserved upon PG&E's execution of the Agreement. This incentive offer is subject to the availability of authorized funds.
14. Installation of any energy-efficient equipment required for compliance with 2005 Title 24 will not qualify for incentives. Energy efficiency improvements beyond 2005 Title 24 requirements or a generally accepted industry standard, where applicable, may be eligible for incentives.
15. Specific restrictions may apply to each energy efficiency system, as outlined in the instructions and attached project forms.
16. To be eligible for incentives, I agree that I will not apply for or receive incentives offered by local or state entities or other utilities for measures covered under this Agreement.
17. PG&E may suspend or terminate the Agreement, without cause, upon written notice to me.
18. I understand the following Tax Liability provisions: PG&E will report incentives greater than \$600 as income to me on IRS form 1099 unless: 1) I have marked the "Corporation" or "Exempt" tax status box, or 2) the Payment Release Authorization section has been completed, in which the designated party will be responsible for tax liability.

PG&E recommends that I consult a tax adviser concerning the taxability of incentives. PG&E is not responsible for any taxes that may be imposed due to incentive payments.
19. I understand once an acknowledgement receipt is issued for this Application under a Customized Energy Efficiency Program, the Application will be processed under that Program. If the Application is withdrawn at any time in the process, I may only resubmit an Application for the same project in the same program, under specific circumstances approved by the Program Manager.



"PG&E" refers to Pacific Gas and Electric Company, a subsidiary of PG&E Corporation. Funding for this program is provided by California utility customers and administered by PG&E, under the auspices of the California Public Utilities Commission.

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January 2009

C-0151

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Copy of document found at www.NoNewWipTax.com



NONRESIDENTIAL NEW CONSTRUCTION FORM

NRNC (SAVINGS BY DESIGN)

PROJECT INFORMATION

Waterline Intertie Project Check if participating in PG&E Local Gov't/Statewide Partnership

Project Name
North Santa Maria, CA to Nipomo, CA

Project Site Address
Bruce Buel City
District Manager State Zip

Contact Name (if different from Applicant name) Title
bbuel@nipomocsd.com

Contact Telephone Number Contact Fax Number E-Mail Address
(805) 929-1133 (805) 929-1932

Bldg. Description / Type Gross Sq. Ft. Conditioned Sq. Ft. Est. Construction Completion Date
Water transmission/storage: 27,000 LF pipe, 2000 gpm pump sta **spring 2011**

Project Type: New Construction, including additions **Project Status:** Early in design phase
 Renovation/remodel, including tenant improvement Design changes for increased energy efficiency are feasible

Property Type:
 Large Commercial / Institution Retail / Hospitality Fabrication / Heavy Industry Schools (K-12) / Private
 Hi-Tech / Bio-Tech Medical / Hospital Food Processing / Agricultural Universities / Colleges
 Water / Wastewater Treatment Other (Specify: Water transmission & storage facilities)

DESIGN TEAM INFORMATION

I request that a PG&E representative contact the following design professionals to obtain additional information regarding my project:

ARCHITECTURAL FIRM	Address, City, State, Zip
Contact Name	Contact Telephone E-mail Address
MECHANICAL ENGINEERING FIRM	Address, City, State, Zip
Contact Name	Contact Telephone E-mail Address
ELECTRICAL ENGINEERING FIRM	Address, City, State, Zip
Contact Name	Contact Telephone E-mail Address
AECOM	1194 Pacific Street, Suite 204
OTHER	Address, City, State, Zip
Eileen Shields	(805) 542-9840 eileen.shields@aecom.com
Contact Name	Contact Telephone E-mail Address

INTEREST IN PARTICIPATION

I would like to participate in Pacific Gas and Electric Company's Customized Energy Efficiency/Demand Response Incentive. I understand that the Incentive is funded by utility customers through the Public Purpose Programs surcharge. I am interested in improving the energy efficiency of my project using design assistance and the financial incentives available.

I agree to provide the required documentation as requested. I am willing to consider efficiency recommendations which may improve the performance of my project significantly beyond 2005 Title 24 (or other baseline) requirements.

I understand that participation is voluntary and that I am under no obligation to modify the design or construction of my building based on resulting recommendations. I also understand that I will receive financial incentives only if I complete an agreement, my eligibility is established by PG&E, the performance of my building meets the requirements, and the energy efficiency strategies are installed and verified.

Applicant (Customer/Building Owner) Name (Please Print) Title

Signature Date

FOR PG&E USE ONLY: Project No. Application No.



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**PACIFIC GAS AND ELECTRIC COMPANY
CUSTOMIZED ENERGY EFFICIENCY
INCENTIVE PROGRAM**

**2009
INCENTIVE
APPLICATION**

SECTION 1 APPLICANT INFORMATION

APPLICANT FOR NONRESIDENTIAL PROJECTS = CUSTOMER/BUSINESS OWNER
APPLICANT FOR RESIDENTIAL PROJECTS = OWNER/BUILDER/DEVELOPER

Nipomo Community Services District

Applicant Name P.O. Box 366		Nipomo		CA	93444
Applicant Mailing Address		City	State	Zip	
Contact Name Bruce Buel		General Manager			
Contact Telephone Number (805) 929-1133		Contact Fax Number (805) 929-1932	E-Mail Address bbuel@nipomocsd.com		

Tax Identification Type (Select ONLY One)		Tax Status (Select ONLY One)	
<input type="checkbox"/> Employer ID Number (EIN)	<input checked="" type="checkbox"/> Federal Tax ID	<input type="checkbox"/> Corporation	<input type="checkbox"/> Individual
<input type="checkbox"/> SSN	Tax Identification Number 95-6133986	<input checked="" type="checkbox"/> Non-Corp	<input type="checkbox"/> Exempt
		Exempt Reason	

SECTION 2 PROJECT TYPE(S)

NONRESIDENTIAL	RESIDENTIAL NEW CONSTRUCTION
<input checked="" type="checkbox"/> NEW CONSTRUCTION/ADDITION (Attach NRNC Form)	<input type="checkbox"/> ENERGY STAR® Performance Method (Attach RNC-ES Form)
<input type="checkbox"/> Design Team (Attach NRNC-DT Form if applicable)	<input type="checkbox"/> New Solar Homes Partnership Performance Method (Attach RNC-NSHPPM Form)
<input type="checkbox"/> RENOVATION/RETROFIT (Attach NRR Form)	<input type="checkbox"/> Prescriptive Method (Attach RNC-PC Form)

Waterline Intertie Project/water supply & pump station
Provide brief project name/description

Number of project forms attached to this application

NA

SECTION 3 PAYMENT (Party Receiving Incentive OTHER THAN Applicant)

CHECK SHOULD BE MADE PAYABLE TO: (NOT APPLICABLE FOR RESIDENTIAL NEW CONSTRUCTION)

Payee: Customer / Business Name	Telephone Number	Fax Number
Mailing Address	City	State Zip
Contact Name	Title	E-mail

Tax Identification Type (Select ONLY One)		Tax Status (Select ONLY One)	
<input type="checkbox"/> Employer ID Number (EIN)	<input type="checkbox"/> Federal Tax ID	<input type="checkbox"/> Corporation	<input type="checkbox"/> Individual
<input type="checkbox"/> SSN	Tax Identification Number	<input type="checkbox"/> Non-Corp	<input type="checkbox"/> Exempt
		Exempt Reason	

PAYMENT RELEASE AUTHORIZATION:

As the Applicant, I am authorizing this payment of my incentive to the third party named above and I understand that I will not be receiving the incentive check from PG&E. I also understand that my release of the payment to the third party does not exempt me from the requirements outlined in the Application package.

Applicant Authorization: (Please Print Name)

Signature _____ Date _____

SECTION 4 AGREEMENT

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THE FOLLOWING PAGES. I CERTIFY THAT THE INFORMATION I HAVE PROVIDED IS TRUE AND CORRECT AND THE PRODUCT(S) AND/OR EQUIPMENT FOR WHICH I AM REQUESTING INCENTIVE(S) MEET THE REQUIREMENTS IN THIS APPLICATION PACKAGE.

Applicant Name (Please Print) _____ Title _____

X _____ Signature _____ Date _____

FOR UTILITY USE ONLY

TM PM ID	Project Manager Name
AS Rep ID	AS Rep Name
Rep Phone #	
Service Code	Date Received

SEE TERMS AND CONDITIONS ON THE FOLLOWING PAGES

FOR PG&E USE ONLY: Project No. _____ Application No. _____ CA No. _____

TO: BOARD OF DIRECTORS

FROM: BRUCE BUEL 

DATE: AUGUST 7, 2009

AGENDA ITEM

D-4

AUGUST 12, 2009

SUBMIT CSDA BALLOT

ITEM

Submit Ballot to CSDA re "Seat A" Election [AUTHORIZE SUBMISSION]

BACKGROUND

Attached is an instruction sheet on the election from CSDA and a copy of the ballot. Only one individual, Ann Matthews from Kern County Water Agency, is running (The incumbent did not run).

FISCAL IMPACT

Submission of the application involves minor staff time and postage.

RECOMMENDATION

Staff recommends that the Board authorize the General Manager to vote for Ann Matthews and submit the ballot.

ATTACHMENTS

- Instruction Sheet
- Copy of Ballot

T:\BOARD MATTERS\BOARD MEETINGS\BOARD LETTER\2009\CSDA ELECTION.DOC



CALIFORNIA SPECIAL DISTRICTS ASSOCIATION

2009 BOARD ELECTIONS

MAIL BALLOT INFORMATION

Dear Member:

A mail ballot has been enclosed for your district's use in voting to elect a representative to the CSDA Board of Directors in Region 4, Seat A. Each of CSDA's six (6) regional divisions has three seats on the Board. Each of the candidates is either a board member or management-level employee of a member district located in your geographic region. Each Regular Member (district) in good standing shall be entitled to vote for one (1) director to represent its region.

We have enclosed the candidate statements for each candidate who submitted one. Please vote for **only one** candidate to represent your region in Seat A and be sure to sign, date and fill in your member district information (*in some regions, there may only be one candidate*). If any part of the ballot is not complete, the ballot will not be valid and will not be counted.

Please utilize the enclosed return envelope to return the completed ballot. Ballots must be received at the CSDA office at 1112 I Street, Suite 200, Sacramento, CA 95814 by **5:00pm on Wednesday, September 16, 2009**.

If you do not use the enclosed envelope, please mail in your ballot to:

**California Special Districts Association
Attn: 2009 Board Elections
1112 I Street, Suite 200
Sacramento, CA 95814**

Please contact Diana Zavala toll-free at 877.924.CSDA or dianaz@csla.net with any questions.





**CSDA BOARD OF DIRECTORS
ELECTION 2009**
ALL FIELDS MUST BE COMPLETED FOR BALLOT TO BE COUNTED.
(Please vote for only one.)

REGION FOUR



*Seat A - term
ends 2012*

Ann Mathews*
Kern County Water Agency

** incumbent*

Signature: _____ Date: _____

Member District: _____

Must be received by 5pm, September 16, 2009 CSDA, 1112 I Street, Suite 200, Sacramento, CA 95814

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL *BB*
DATE: AUGUST 7, 2009

**AGENDA ITEM
D-5
AUGUST 12, 2009**

RATIFY EXECUTION OF REVISED LEASE AGREEMENT FOR PURCHASE OF BACKHOE
[RATIFY EXECUTION]

ITEM

Ratify execution of revised Lease Agreement for purchase of backhoe [ratify execution]

BACKGROUND

On July 22, 2009, the Board of Directors approved the purchase of the John Deere Wheel Loader Backhoe with monthly payments of \$1,745.00. After the Board Meeting, the John Deere salesman contacted the Utility Superintendent and stated he had provided the incorrect monthly payment because he failed to include interest at 5.5%. The correct monthly payment is \$1,928.91. Attached is an amortization schedule which verifies the corrected amount.

FISCAL IMPACT

The purchase of the backhoe was budgeted as a fixed asset purchase in the FY 2009-10 budget.

RECOMMENDATION

Staff recommends that the Board ratify execution of the revised lease agreement.

ATTACHMENTS

- Master Lease-Purchase Agreement



JOHN DEERE
CREDIT

COPY

Master Lease-Purchase Agreement

Agreement No.

0060793

Lessee:	NIPOMO COMMUNITY SERVICES DISTRICT 148 SOUTH WILSON, , NIPOMO, CA 93444
Lessor:	DEERE CREDIT, INC. 6400 NW 86 TH ST, PO BOX 6600, JOHNSTON, IA 50131-6600

This Master Lease-Purchase Agreement ("Master Agreement") is entered into between Deere Credit, Inc., as Lessor ("we", "us" or "our"), and the lessee identified above ("you" or "your"). "Schedule" shall mean any Lease Schedule signed by you and us, which incorporates the terms of this Master Agreement. "Lease" shall mean this Master Agreement and any Schedule.

TERMS AND CONDITIONS

1. Lease Term; Payments. You agree to lease from us the property ("Equipment") described in each Schedule for the Lease Term. The Lease Term will begin on the Lease Term Start Date and end on the Lease Term End Date. All attachments and accessories itemized on the Schedule and all replacements, parts and repairs to the Equipment shall form part of the Equipment. A Schedule is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit to us the Lease Payments indicated in the Schedule and all other amounts when due and payable each Billing Period, even if we do not send you a bill or an invoice. Except as otherwise provided in Section 2 of this Master Agreement, **YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.** For any payment which is not received by its due date, you agree to pay a late charge equal to 5% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate.

2. Non-Appropriation of Funds. You intend to remit to us all Lease Payments and other payments for the full Lease Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Lease Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to remit Lease Payments and other payments due and to become due under the Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 8 of this Master Agreement and terminate the Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate the Lease because of a non-appropriation of funds, you may not, to the extent permitted by applicable law, purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment. This Section 2 shall not permit you to terminate the Lease in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

3. Taxes. Although you may be exempt from the payment of certain taxes, you agree to pay us when invoiced (a) all sales, use, rental, gross receipts and all other taxes which may be imposed on the Equipment or its use, and (b) all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Taxes"). Taxes do not include those measured by our net income. If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax returns and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for Taxes paid by you.

4. Security Interest; Missing Information. You shall have title to the Equipment immediately upon delivery and shall be the owner of the Equipment. You (a) grant us a security interest in the Equipment (and all proceeds) to secure all of your obligations under the Lease, and (b) authorize us to file financing statements naming you as debtor. You agree to keep the Equipment free and clear of all liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (1) insert or correct information on Schedules, including your correct legal name, serial numbers and Equipment descriptions; (2) submit notices and proofs of loss for any required insurance; and (3) endorse your name on remittances for insurance and Equipment sale or lease proceeds.

5. Equipment Maintenance, Operation and Use. You agree to (a) not move the Equipment to another county or state without notifying us within 30 days; (b) operate and maintain the Equipment in accordance with all (1)

laws, ordinances and regulations, (2) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (3) insurance policy terms and requirements; (c) perform (at your expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (d) not install any accessory or device on the Equipment which affects the value, useful life or the originally intended function or use of the Equipment in any way, unless it can be removed without damaging the Equipment; (e) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair, at any reasonable time; (f) keep any metering device installed on the Equipment connected and in good working condition at all times; (g) affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings we may provide to you; and (h) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees.

6. Insurance. You agree, at your cost, to (a) keep the Equipment insured against all risks of physical damage for no less than the Principal Balance (as indicated in the Amortization Schedule attached to and made a part of the Schedule), naming us as sole loss payee; and (b) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us as additional insured. All insurance must be with companies and policies acceptable to us. Your obligation to insure the Equipment continues until you return the Equipment to us and we accept it. Each insurance policy must provide that (A) our interest in the policy will not be invalidated by any act, omission, breach or neglect of anyone other than us; and (B) the insurer will give us at least 30 days' prior written notice before any cancellation of, or material change to, the policy.

Unless you provide us with evidence of the required insurance coverages, we may purchase insurance, at your expense, to protect our interests in the Equipment. This insurance may not (1) protect your interests; or (2) pay any claim that you make or any claim that is made against you in connection with the Equipment. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained the insurance required by the Lease. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own.

7. Loss or Damage. Until the Equipment is returned to us in satisfactory condition, you are responsible for all risk of loss and damage, loss, theft, destruction or seizure of the Equipment (an "Event of Loss"). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of the Lease will continue to apply. If the Equipment cannot be repaired or replaced, you agree to immediately pay us the pro rata portion of the Principal Balance, as determined by us as of the day before such Event of Loss occurred. Upon receipt of the pro rata portion of the Principal Balance, we will transfer to you (or the insurance company) all of our right, title and interest in such item(s) of Equipment (each, an "Item") AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE. All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us.

8. Return of Equipment. If a Schedule is terminated for any reason including, but not limited to, a non-appropriation of funds pursuant to Section 2 of this Master Agreement, you agree to return all Equipment to the place designated by us, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear excepted, and conforms to the standards of any Maintenance Addendum incorporated into the Lease.

9. Default. You will be in default if: (a) you fail to remit to us any Lease Payment or other payment when due; (b) you breach any other provision of the Lease and such default continues for 10 days; (c) a default occurs under any other agreement between you and us (or any of our affiliates); or (d) you fail to maintain the insurance required by Section 6. Time is of the essence under the Lease.

10. Remedies. If a default occurs, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the Principal Balance as of the date of such default; (b) declare any other agreements between you and us in default; (c) terminate any of your rights (but none of your obligations) under any Lease and any other agreement between you and us; (d) require you to return the Equipment in the manner outlined in Section 8, or take possession of the Equipment; (e) lease or sell the Equipment or any portion thereof at a public or

ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT

private sale; (f) apply the net proceeds we receive from any sale, lease or other disposition of the Equipment (after deducting all of our costs and expenses) to your obligations under the Lease, with you remaining liable for any deficiency; (g) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs; (h) exercise any other remedy available at law or in equity; and (i) take on your behalf (at your expense) any action required by the Lease which you fail to take. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

11. Assignment. You will not assign, pledge or otherwise transfer any of your rights or interests in the Lease or any Equipment without our prior written consent. Any assignment without our consent will be void. We may assign the Lease or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us.



12. Representations and Warranties. You represent and warrant to us, as of the date of this Master Agreement and of each Schedule, and covenant to us so long as the Lease is in effect, that: (a) you are a State, or a political subdivision thereof, for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) any documents required to be delivered in connection with the Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Lease Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Lease Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with the Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments and other amounts due and to become due under the Lease constitute a current expense and not a debt under applicable state law; (h) all financial information you have provided is true and a reasonable representation of your financial condition; (i) you shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Lease Payment to become includible in our gross income for Federal income taxation purposes under the Code; (j) you shall maintain a complete and accurate account of all assignments of the Lease in the form sufficient to comply with book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time; and (k) you shall comply with the information reporting requirements of Section 149(e) of the Code. Such compliance shall include, but not be limited to, the execution of 8038-G or 8038-GC Information Returns.

13. Indemnity. You are responsible for all losses, damage, claims, infringement claims, injuries to or the death of an individual, and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the lease thereof, including its use, condition or possession. To the extent permitted under applicable law, you agree to defend and indemnify us, and hold us harmless, against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. You agree to not bring any action for Claims against us. You will promptly notify us of all Claims made. Your liability under this Section is not limited to the amounts of insurance required under the Lease. This indemnity continues beyond the termination of a Schedule, for acts or omissions, which occurred during the Lease Term.

14. Time Price. You understand that the Equipment may be purchased for cash or it may be purchased pursuant to the terms of the Lease for a Time Price equal to the sum of (1) all Lease Payments due and to become due thereunder, and (2) the Documentation Fees. By executing the Lease, you have chosen to purchase the Equipment for that Time Price. You and we intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. In the event any amount in excess of that allowed by law is charged or recovered, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally allowed under the Lease, or refunded to you.

15. Miscellaneous. WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. You acknowledge that no supplier or dealer of the Equipment is an agent of ours, or authorized to act for or bind us. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any Equipment supplier(s) or manufacturer(s), but to pursue that claim independently. Any claim you have against us must be made within two years after the event that caused it. All notices must be in writing and will be deemed given 5 days after mailing to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this Section. Each Lease supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. No part of any Lease can be amended, waived or terminated except by a writing signed by both you and us. Any part of this Master Agreement may be signed in separate counterparts that, together, will constitute one document. If a court finds any part of this Master Agreement to be invalid or unenforceable, the remainder of this Master Agreement will remain in effect. You permit us to monitor and record telephone conversations between you and us. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

THE TERMS OF THIS MASTER AGREEMENT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS MASTER AGREEMENT, YOU AGREE TO THE TERMS ON BOTH PAGES 1 AND 2. THIS MASTER AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

LESSEE	NIPOMO COMMUNITY SERVICES DISTRICT
	148 SOUTH WILSON NIPOMO, CA 93444
By:	 _____ BRUCE BUEL, GENERAL MANGER
Date:	 _____

LESSOR	DEERE CREDIT, INC.
	6400 NW 86 th ST, PO BOX 6600 JOHNSTON, IA 50131-6600
By:	_____
Title:	_____
Date:	_____



JOHN DEERE
CREDIT

COPY

Lease Schedule

Lease Schedule No.	030-0060793-000
Master Lease Agreement No.	0060793

Lessee: (Name & Address)	NIPOMO COMMUNITY SERVICES DISTRICT 148 SOUTH WILSON, , NIPOMO, CA 93444
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

EQUIPMENT INFORMATION						
Year	Make	Model	Equipment Description	Serial Number	Hour Meter	Cash Price
2009	JD	310J	BACKHOE LOADER W/CAB, AC, 4WD, EXT, COUPLER, RIDE CONTROL, 24" BKT, 4-1 BKT	T0310JX170908	2	\$76,661.62

Equipment Location	148 SOUTH WILSON, NIPOMO, CA, 93444	OUTSIDE city limits: <input checked="" type="checkbox"/>
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LEASE TERM						
Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	Sales/Use Tax	Total Lease Payment	Purchase Option
09/10/2009	09/10/2013	48	\$1,928.91	\$0.00	\$1,928.91	\$1.00

PAYMENT TERMS			PAYMENT DUE AT SIGNING	
Due Date	1 st Payment Due Date	Billing Period	Advance Lease Payment	**\$1,928.91
10	09/10/2009	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual	**Advance Lease Payment includes the first 1 and last 0 Lease Payment(s)	

"Master Agreement" shall mean the above referenced Master Lease-Purchase Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto including, but not limited to, the Maintenance Addendum are hereby incorporated into and made a part of this Schedule.

Lease Payments. You agree to remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

Purchase Option. You may purchase the Equipment at the end of the Lease Term for \$1, provided (1) you are not in default, and (2) we receive all amounts you owe us on or before the Lease Term End Date (the "Purchase Option"). Upon exercise of the Purchase Option, we will (a) transfer to you all of our right, title and interest in such Item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, and (b) release our security interest in the Equipment.

Representations and Warranties. You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to

you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Article 2A of the Uniform Commercial Code.

BY SIGNING THIS SCHEDULE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT.

LESSEE	NIPOMO COMMUNITY SERVICES DISTRICT 148 SOUTH WILSON NIPOMO, CA 93444	LESSOR	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600 JOHNSTON, IA 50131-6600
By:	BRUCE BUEL, GENERAL MANGER	By: _____	_____
Date:	_____	Title: _____	Date: _____



JOHN DEERE
CREDIT

COPY


Amortization Schedule


Lease Schedule No.	030-0060793-000
Master Lease-Purchase Agreement No.	0060793

Lessee: (Name & Address)	NIPOMO COMMUNITY SERVICES DISTRICT 148 SOUTH WILSON, NIPOMO, CA 93444				
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600				
Nominal Annual Rate:	5.50%				
Payment Number:	Date:	Lease Payment:	Interest:	Principal:	Remaining Balance:
Loan	09/10/2009				83,321.78
1	09/10/2009	1,928.91	0.00	1,928.91	81,392.87
2	10/10/2009	1,928.91	373.05	1,555.86	79,837.01
3	11/10/2009	1,928.91	365.92	1,562.99	78,274.02
4	12/10/2009	1,928.91	358.76	1,570.15	76,703.87
5	01/10/2010	1,928.91	351.56	1,577.35	75,126.52
6	02/10/2010	1,928.91	344.33	1,584.58	73,541.94
7	03/10/2010	1,928.91	337.07	1,591.84	71,950.10
8	04/10/2010	1,928.91	329.77	1,599.14	70,350.96
9	05/10/2010	1,928.91	322.44	1,606.47	68,744.49
10	06/10/2010	1,928.91	315.08	1,613.83	67,130.66
11	07/10/2010	1,928.91	307.68	1,621.23	65,509.43
12	08/10/2010	1,928.91	300.25	1,628.66	63,880.77
13	09/10/2010	1,928.91	292.79	1,636.12	62,244.65
14	10/10/2010	1,928.91	285.29	1,643.62	60,601.03
15	11/10/2010	1,928.91	277.75	1,651.16	58,949.87
16	12/10/2010	1,928.91	270.19	1,658.72	57,291.15
17	01/10/2011	1,928.91	262.58	1,666.33	55,624.82
18	02/10/2011	1,928.91	254.95	1,673.96	53,950.86
19	03/10/2011	1,928.91	247.27	1,681.64	52,269.22
20	04/10/2011	1,928.91	239.57	1,689.34	50,579.88
21	05/10/2011	1,928.91	231.82	1,697.09	48,882.79
22	06/10/2011	1,928.91	224.05	1,704.86	47,177.93
23	07/10/2011	1,928.91	216.23	1,712.68	45,465.25
24	08/10/2011	1,928.91	208.38	1,720.53	43,744.72
25	09/10/2011	1,928.91	200.50	1,728.41	42,016.31
26	10/10/2011	1,928.91	192.57	1,736.34	40,279.97
27	11/10/2011	1,928.91	184.62	1,744.29	38,535.68
28	12/10/2011	1,928.91	176.62	1,752.29	36,783.39
29	01/10/2012	1,928.91	168.59	1,760.32	35,023.07
30	02/10/2012	1,928.91	160.52	1,768.39	33,254.68
31	03/10/2012	1,928.91	152.42	1,776.49	31,478.19
32	04/10/2012	1,928.91	144.28	1,784.63	29,693.56
33	05/10/2012	1,928.91	136.10	1,792.81	27,900.75
34	06/10/2012	1,928.91	127.88	1,801.03	26,099.72
35	07/10/2012	1,928.91	119.62	1,809.29	24,290.43
36	08/10/2012	1,928.91	111.33	1,817.58	22,472.85
37	09/10/2012	1,928.91	103.00	1,825.91	20,646.94
38	10/10/2012	1,928.91	94.63	1,834.28	18,812.66
39	11/10/2012	1,928.91	86.22	1,842.69	16,969.97
40	12/10/2012	1,928.91	77.78	1,851.13	15,118.84

Payment Number:	Date:	Lease Payment:	Interest:	Principal:	Remaining Balance:
41	01/10/2013	1,928.91	69.29	1,859.62	13,259.22
42	02/10/2013	1,928.91	60.77	1,868.14	11,391.08
43	03/10/2013	1,928.91	52.21	1,876.70	9,514.38
44	04/10/2013	1,928.91	43.61	1,885.30	7,629.08
45	05/10/2013	1,928.91	34.97	1,893.94	5,735.14
46	06/10/2013	1,928.91	26.29	1,902.62	3,832.52
47	07/10/2013	1,928.91	17.57	1,911.34	1,921.18
48	08/10/2013	1,928.91	8.81	1,920.10	1.08
49	09/10/2013	1.00	0.08-	1.08	0.00
Grand Totals		92,588.68	9,266.90	83,321.78	

LESSEE **NIPOMO COMMUNITY SERVICES DISTRICT**
148 SOUTH WILSON,
NIPOMO, CA 93444

By:  _____
BRUCE BUEL, GENERAL MANGER

Date:  _____

LESSOR **DEERE CREDIT, INC.**
6400 N.W.86th STREET, PO BOX 6600
JOHNSTON, IA 50131-6600

By: _____

Title: _____ Date: _____

COPY

(LETTERHEAD OF LESSEE'S COUNSEL)

(Date) _____

Deere Credit, Inc.
PO Box 6600
Johnston, IA 50131-6600

RE: Master Lease-Purchase Agreement No. 0060793 dated 09/10/2009 (the "Master Lease") and Lease Schedule No. 030-0060793-000 dated 09/10/2009 (the "Lease Schedule"), and entered into between NIPOMO COMMUNITY SERVICES DISTRICT ("Lessee") and Deere Credit, Inc., its successors and assigns ("Lessor") (The Master Lease and the Lease Schedule are hereinafter collectively referred to as the "Lease").

Gentlemen and Ladies:

I have acted as counsel to Lessee in connection with the execution and delivery of the Lease by Lessee and, in this capacity, I have reviewed a duplicate original or certified copy of the Lease and such other documents and instruments as I have deemed necessary or appropriate. As counsel for Lessee, I have made such factual inquiries, and have examined or caused to be examined such questions of law as I have considered necessary or appropriate for the purposes of this opinion. Based upon such inquiries, examination and review, I am of the opinion that:

(a) Lessee is the entity indicated on the face of the Lease and is a political subdivision of the state in which it is located. Lessee is duly organized and existing under the Constitution and laws of said state, and is authorized to enter into and to carry out its obligations under the Lease.

(b) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with the Lease and the acquisition of the Equipment.

(c) The Lease has been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules and regulations. The Lease is a valid, legal, binding agreement, enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights.

(d) The person signing the Lease (1) has the authority to do so, (2) is acting with the full authorization of Lessee's governing body, and (3) holds the office indicated below their signature. The signature of the person signing the Lease is genuine.

(e) The execution of the Lease and the appropriation of funds to meet its obligations thereunder do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

(f) The Lease does not constitute a debt of Lessee under applicable state law or a pledge of the tax or general revenues of Lessee.

[LESSEE COUNSEL]

By: _____

COPY



JOHN DEERE
CREDIT

Physical Damage/Liability Insurance

Lease Schedule No.	030-0060793-000
Master Lease Agreement No.	0060793

Lessee: (Name & Address)	NIPOMO COMMUNITY SERVICES DISTRICT 148 SOUTH WILSON, , NIPOMO, CA 93444
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LIABILITY INSURANCE on the above referenced Lease Schedule (the "Schedule") to the above referenced Master Lease Agreement will be provided by the following insurance agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

PHYSICAL DAMAGE INSURANCE on the Schedule will be provided by the following agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

***If an insurance certificate is available, it should be provided in place of the above information

ADDITIONAL INSURED and LOSS PAYEE:

Deere Credit, Inc.
It's Successors &/or Assigns
22408 Network Place
Chicago, IL 60673-1224

I agree and understand that, pursuant to the provisions of Section 6 of the Master Lease Agreement, I must at all times (1) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured; and (2) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 8 of the Master Lease Agreement), naming us (and our successors and assigns) as sole loss payee.

LESSEE	NIPOMO COMMUNITY SERVICES DISTRICT 148 SOUTH WILSON NIPOMO, CA 93444
By:	_____
	BRUCE BUEL, GENERAL MANGER
Date:	_____

Office Use Only

Contact Date(s):	Contact Name:
Liability Insurance Company Policy #:	Liability Insurance Expiration Date
Liability Limits:	Notes:
Physical Damage Insurance Company and Policy #	Physical Damage Insurance Expiration Date
Insured Value:	Notes:
Loss Payee Deere Credit, Inc.? <input type="checkbox"/> Yes <input type="checkbox"/> Will Be Added	Verified By:



JOHN DEERE
CREDIT

COPY

Advance Lease Payment Invoice

Due Date:	09/10/2009
Total Due:	\$1,928.91

Billing Address:	Updated Billing Information:
NIPOMO COMMUNITY SERVICES DISTRICT PO BOX 326 NIPOMO, CA 93444	

Please Note: All future invoices will be sent to the billing address shown unless you update your billing information above.

App #	Mfg.	Model #	Serial Number	Due Date	Rental/Tax Amount	Security Deposit	Processing Fees	Total Due
10817224	JD	310J	T0310JX170908	09/10/2009	\$1,928.91	\$0.00	\$0.00	\$1,928.91

Correspondence Only:	Remit Checks Payable To:
John Deere Credit Attn: Lease Administration PO Box 6600 Johnston, IA 50131-6600 Phone: (800) 771-0681 – select "lease" prompt Fax: (800) 254-0020 Lease issues only	John Deere Credit Attn: Acct. Dept. – ALP Processing PO Box 6600 Johnston, IA 50131-6600

TO ENSURE PROPER CREDIT, STAPLE CHECK AND RETURN THIS INVOICE WITH THE LEASE DOCUMENTS.

STAPLE ADVANCE LEASE PAYMENT CHECK HERE

Every Dishonored Check will result in a fee of \$20.00 or an amount not to exceed the highest amount permitted by law.