



**LINCOLN-SMD 1 WASTEWATER AUTHORITY
MEETING AGENDA**

Regular Meeting of the Board of Directors

Lincoln City Hall, Third Floor Council Chambers
600 Sixth Street, Lincoln, CA 95648

December 12, 2025 at 10:00 a.m.

The public may also observe and participate in the meeting via Zoom at the following
videoconferencing link:

https://us06web.zoom.us/webinar/register/WN_L2bYfOdARYiQxL2vDwckAQ

Board of Directors

CITY OF LINCOLN

Holly Andreatta, Chair
John Reedy

COUNTY OF PLACER

Shanti Landon, Vice-Chair
Cindy Gustafson

General Manager and Secretary

Jim Mulligan

Legal Counsel

Wes Miliband

PRELIMINARY MATTERS

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL
- D. PUBLIC COMMENT ON NON-AGENDA ITEMS

Any member of the public wishing to address the Board of Directors regarding items not on the Agenda within the Authority's subject matter jurisdiction should do so at this time. With respect to items on the Agenda, the Board will receive public comments at the time the item is opened for discussions, prior to any vote or other Board action. A three-minute time limit is requested. Please complete a speaker card and submit it to the General Manager at the meeting.



ACTION CALENDAR

1. CONSENT ITEMS

It is recommended by the General Manager that these items, which are expected to be routine in nature and without controversy, be received and acted upon by the Board without discussion. If any Board member or interested party requests that an item be removed from the Consent Calendar for discussion, it will be considered separately. The consent calendar may be approved by a single motion to approve, followed by a second and then a call for vote.

- 1.1 Approval of Minutes – 10/10/25 Regular Meeting
- 1.2 Consider Adoption of the Addendum dated July 2025 regarding the 2013 Midwestern Placer Regional Sewer Project Environmental Impact Report and the 2017 Addendum (“Project”) Finding No New Significant Environmental Effects. A written report is included.
- 1.3 Approve the purchase of an electric yard truck from Orange EV LLC in an amount of \$281,391.83 and authorize the General Manager to execute and to proceed with the purchase. A written report is included.

2. GENERAL MANAGER'S REPORT AND UPDATE (Discussion, No Action) – A PowerPoint and verbal report will be provided to include the following:

- GM Work in Progress
- October 2025 Operations Fund Income Statement

3. OPERATIONS REPORT (Discussion, No Action) – A written and verbal report will be provided.

4. CONSIDER ADOPTION OF THE RESERVE POLICY – Consider adoption of the Reserve Policy previously provided to the Board and public for input. A PowerPoint presentation by LiSWA's Municipal Advisor, Ken Dieker with Del Rio Advisors will be provided.

5. CONSIDER ADOPTION OF THE UNIT DEFINITION FOR COST-OF-SERVICE CALCULATION AND REPORTING POLICY – Consider adoption of the Unit Definition for Cost-of-Service Calculation and Reporting Policy previously provided to the Board and public for input.

6. LEGAL REPORT – A verbal report from General Counsel pertaining to relevant legislative, case, or related developments that have occurred.

7. DIRECTOR'S COMMENTS



8. CLOSED SESSION MATTERS - CONVENE TO CLOSED SESSION FOR MATTER(S) LISTED ON THE AGENDA

Public Employee Evaluation
(Government Code § 54957(b)(1))
Title: General Manager, Board Secretary, Authority Engineer

ADJOURNMENT

THE FOLLOWING INFORMATION IS PROVIDED TO ASSIST WITH PUBLIC PARTICIPATION:

Americans with Disabilities Act (ADA): In compliance with the ADA, if you need special assistance to participate in this meeting or other services in conjunction with this meeting, please contact the Lincoln City Clerk's Office at (916) 434-2490. The meeting room is wheelchair accessible and disabled parking is available. Notification at least 24 hours prior to the meeting or time when services are needed will assist staff in assuring reasonable arrangements can be made to provide accessibility to the meeting or service.

Agenda Availability: The main posting location of the LiSWA Agenda is on the public kiosk outside the entrance of Lincoln City Hall, 600 6th Street, Lincoln, California. Agenda Packets are available for review at the Lincoln City Clerk's Office, 600 6th Street, Lincoln, California.



**LINCOLN-SMD 1 WASTEWATER AUTHORITY
MEETING MINUTES**

Regular Meeting of the Board of Directors

October 10, 2025 at 10:00 a.m.

Board of Directors

CITY OF LINCOLN

Holly Andreatta, Chair
John Reedy

COUNTY OF PLACER

Shanti Landon, Vice-Chair
Cindy Gustafson

General Manager and Secretary

Jim Mulligan

Legal Counsel

Wes Miliband

PRELIMINARY MATTERS

A. CALL TO ORDER

The meeting was called to order at 10:00 am.

Director Andreatta changed the order B and C.

B. PLEDGE OF ALLEGIANCE

The pledge was led by George Barber

C. ROLL CALL

Directors Present:

Holly Andreatta, Chair
Shanti Landon, Vice Chair
John Reedy, Director
Cindy Gustafson, Director

Staff present:

Jim Mulligan, General Manager and Board Secretary
Wes Miliband, Legal Counsel
Kelye McKinney, Authority Engineer

D. PUBLIC COMMENT ON NON-AGENDA ITEMS

There were no public comments on non-agenda items



1. CONSENT ITEMS

It is recommended by the General Manager that these items, which are expected to be routine in nature and without controversy, be received and acted upon by the Board without discussion. If any Board member or interested party requests that an item be removed from the Consent Calendar for discussion, it will be considered separately. The consent calendar may be approved by a single motion to approve, followed by a second and then a call for vote.

1.1 Approval of Minutes – 09/12/25 Regular Meeting

Motion to approve by Director Gustafson, Second by Director Reedy, Approved 4-0

1.2 Approve a professional services agreement with Stantec Consultants, Inc. (Stantec) to prepare a Groundwater Monitoring Well Network Evaluation Report in an amount not-to-exceed \$13,506.00 and authorize the General Manager to execute and administer the agreement.

Motion to approve by Director Gustafson, Second by Director Reedy, Approved 4-0

2. GENERAL MANAGER'S REPORT AND UPDATE (Discussion, No Action) – A PowerPoint and verbal report will be provided to include the following:

A PowerPoint and verbal report were provided discussing financial report and work in progress.

- GM Work in Progress

GM, Jim Mulligan states they are populating the California Air Resource Board's trucker database with the fleet and deciding on a path to compliance.

Director Andreatta asks if the wastewater plant requirement FLEET date has been pushed back 3 years.

GM, Jim Mulligan explains they were unaware of the extension but that only 2 vehicles qualify for the requirement so the 'yard goat' will put them in compliance when purchased this year.

Gm, Jim Mulligan mentions recent progress and meeting with the TAG regarding the WWTRU policy revision.

Director Reedy asks if 100% of the commercial and residential data is available.

GM, Jim Mulligan explains that refinement and updates are delaying having 100% of the data.

Kevin Bell, Assistant Director of Public Works, Placer County explains that they are checking for anomalies and found 2 unique connections that have many uses and taking longer than anticipated to finalize the data.

Director Reedy clarifies that within big parcels that may have multiple uses they need to be assigned WWTRU's.

Kevin Bell agrees.



Director Landon suggests the data be presented in December, even if not 100% to move forward.

GM, Jim Mulligan mentions the consent approved, Stantec groundwater monitoring well study should be done by 2026 and meet compliance by March, ahead of schedule.

- August 2025 Operations Fund Income Statement

3. OPERATIONS REPORT (Discussion, No Action) – A written and verbal report will be provided.

Gary Hengst gives PowerPoint presentation on operations.

Gary Hengst discusses centrifuge repair status.

Gary Hengst discusses recent team additions.

Gary Hengst discusses quote requests for recirculation pumps.

Gary Hengst reports no compliance issues.

Director Andreatta says to extend a Congratulations to Joe Steer.

Director Reedy asks if scroll for Centrifuge 3 is several months from completion.

Gary Hengst explains there is a rental scroll while the other is out for repair.

Director Ready asks if Centrifuge 3 will go up when Centrifuge 1 is being repaired and parts come in, then Centrifuge 1 will be put into service when Centrifuge 3 gets repaired and what is the procedure if both are down for repairs.

Gary Hengst explains they can use an emergency belt press and rental centrifuge contractor services but will avoid this but borrowing parts from the non-operational centrifuge.

Director Reedy asks if winter needs two centrifuges and to explain why both centrifuges are run congruently.

Gary Hengst explains it is to shorten the workload to haul out solids more quickly.

Director Reedy clarifies that staff cost is the reason to use both at one time.

Gary explains that changes in temperature and wet season do not demand the use of both and agrees they are run together to cut staff time.

Director Reedy asks about contingencies if two centrifuges go down together.

Gary explains that belt presses and mobile centrifuges could be mobilized without difficulties.



4. LEGAL REPORT – A verbal report from General Counsel pertaining to relevant legislative, case, or related developments that have occurred.

No legal comments.

5. DIRECTOR'S COMMENTS

No Director's comments.

6. CLOSED SESSION MATTERS - CONVENE TO CLOSED SESSION FOR MATTER(S) LISTED ON THE AGENDA

Session closed at 10:23 am.

Open session reconvened at 10:57 am.

No reportable action from closed session.

ADJOURNMENT

The meeting was adjourned at 10:58 am.



MEMORANDUM

LINCOLN-SMD1 WASTEWATER AUTHORITY

TO: LISWA BOARD OF DIRECTORS DATE: December 12, 2025
FROM: WES MILIBAND, GENERAL COUNSEL
SUBJECT: ADDENDUM DATED JULY 2025 REGARDING THE 2013 MIDWESTERN PLACER
REGIONAL SEWER PROJECT ENVIRONMENTAL IMPACT REPORT AND THE 2017
ADDENDUM ("PROJECT") FINDING NO NEW SIGNIFICANT ENVIRONMENTAL
EFFECTS

RECOMMENDED ACTION

Adopt the Addendum dated July 2025 regarding the 2013 Midwestern Placer Regional Sewer Project Environmental Impact Report and the 2017 Addendum ("Project").

BACKGROUND

The Addendum currently before the LiSWA Board of Directors for today's agenda item is the result of evaluating to what extent, if any, the project description and related environmental conditions have changed since the last environmental review was conducted regarding the WWTRF and the Project.

The environmental review is done pursuant to the California Environmental Quality Act ("CEQA"). The Project, and more specifically the Addendum, before the Board and the public involves updating the existing WWTRF within its current footprint and ensuring compliance with environmental regulations.

By way of background and prior to LiSWA's formation in November 2022, the WWTRF was owned and operated by the City of Lincoln ("City"). Improvements to the WWTRF were initially analyzed in a 2013 Environmental Impact Report ("EIR") and updated in a 2017 Addendum to the EIR ("2017 Addendum"). For the underlying EIR and 2017 Addendum, the City served as Lead Agency and the County of Placer ("County") as Responsible Agency. A Notice of Determination for the EIR is dated August 23, 2013 and the 2017 Addendum is dated November 17, 2017. Those environmental documents remain legally applicable to the Project, subject to evaluating changes to the project or environmental conditions since the 2017 Addendum was adopted.

This updated environmental review helps advance the bidding, construction, and project management processes for improving LiSWA's Wastewater Treatment and Reclamation Facility ("WWTRF"). In addition, compliance with environmental regulations helps to secure funding for improvements to the WWTRF.

The Addendum for consideration and potential approval today is referred to as the "2025 Addendum".

Summary of Findings in the 2025 Addendum

Preliminarily, an addendum to an existing EIR is appropriate for minor changes or additions that do not trigger the need for a subsequent or supplemental EIR and when the addendum is consistent with the EIR. CEQA and related case authorities support utilizing an addendum when changes or additions to a project do not significantly affect the environment and are documented to that effect. Pursuant to CEQA Guidelines Section 15164, subsection (c), an addendum does not need to be circulated for public review.

The 2025 Addendum evaluates whether the proposed upgrades to the WWTRF ***that differ from those previously evaluated*** would result in new or more severe environmental impacts compared to those previously analyzed. The 2025 Addendum evaluates the following changes to the Project:

- Pump Station Upgrades: Replacement of existing influent and effluent pumps to increase reliable capacity to 50 million gallons per day (Mgal/d).
- Grit Removal Basin: Installation of a larger 50 Mgal/d grit removal basin to improve wastewater treatment efficiency.
- Maturation Ponds Pump Station: Replacement of pumps to increase reliable capacity to 50.4 Mgal/d.
- Filter Feed Pump Station and System Upgrades: Replacement and addition of pumps to increase capacity to 28.5 Mgal/d, and, expansion of filter cells and installation of rapid mixing and flocculation basins.
- Ultraviolet (UV) Disinfection System: Upgrades to the UV system to increase capacity to 20.6 Mgal/d and improve operational reliability.
- Oxidation Ditch and Secondary Clarifier: Installation of new oxidation ditch and secondary clarifier systems to enhance wastewater treatment processes.
- Structural and Electrical Improvements: Structural upgrades and electrical system enhancements to support the new equipment and ensure compliance with design standards.
- Site Paving, Grading, and Storm Drainage: Grading and paving improvements to ensure proper stormwater management and access.

The 2025 Addendum concludes that the proposed changes to the Project do not require a new or subsequent EIR, as they do not introduce significant new environmental impacts or substantially increase the severity of previously identified impacts including with mitigation measures. Energy resources, tribal cultural resources, and wildfire risks were analyzed under updated CEQA guidelines and found to have less-than-significant impacts with mitigation. The 2025 Addendum accounts for regulatory changes since 2013, including the adoption of Assembly Bill 52 (AB 52) for tribal cultural resources and updates to the Placer County General Plan and Conservation Plan. The Addendum confirms that the proposed improvements align with prior environmental analyses and mitigation measures as previously adopted by and through the 2013 EIR and 2017 Addendum, thus ensuring compliance with CEQA requirements.

Work is expected to begin in October 2025, with a draft evaluation report completed by December 1, 2025 and the final report completed in early January 2026.

ATTACHMENTS

The 2025 Addendum is part of this agenda packet. Links to the EIR, 2017 Addendum, and 2025 Addendum are available at LiSWA's website <https://liswa-ca.gov/> under the Documents and Notices tab where Documents are listed. Hard copies are available for review if desired and copying subject to cost reimbursement as permissible under the Public Records Act. LiSWA staff can be contacted at 916-846-4719.



MEMORANDUM

LINCOLN-SMD1 WASTEWATER AUTHORITY

TO: **LISWA BOARD OF DIRECTORS** DATE: **December 12, 2025**
FROM: **JIM MULLIGAN, GENERAL MANAGER**
SUBJECT: **PURCHASE OF ZERO EMISSION VEHICLE - APPROVAL AND AUTHORIZATION**

RECOMMENDED ACTION

Approve the purchase of an electric yard truck from Orange EV LLC in an amount of \$281,391.83 and authorize the General Manager to execute and to proceed with the purchase.

BACKGROUND

LiSWA met with staff at the California Air Resources Board (CARB) in July 2025 to determine how CARB's Advanced Clean Fleet (ACF) regulation applies to the LiSWA fleet. Two vehicles in the LiSWA fleet of 14 vehicles meet the requirements of the ACF regulation and were deemed to need replacement with Zero Emission Vehicles (ZEV). These vehicles are:

- Autocar/Heil garbage truck converted to a yard truck
- Ford F550 with crane


In evaluating compliance options and the limited vehicles that fall under the CARB regulations, it was determined that conformity can be met with replacement of one diesel-engine vehicle in 2025 and another in 2030. LiSWA staff, in coordination with the Wastewater Treatment and Reclamation facility's (WWTRF's) contract operator, Jacobs, reviewed the fleet and concluded the optimal existing vehicle to replace with a ZEV is the Autocar/Heil garbage truck converted to a yard truck. The WWTRF yard truck is deployed multiple times per week to jockey the large trailers that capture the dried solids from the centrifuge process into position so that the contract solids hauler can efficiently retrieve them. The existing yard truck is a used dump truck conversion that doesn't meet air pollution standards, frequently breaks down and is well beyond its useful life.

SELECTION PROCESS

Jacobs staff researched ZEV yard truck suppliers and discovered there were only three within the northern California area that offered a vehicle meeting LiSWA requirements. These three vendors were asked for a quote. Due diligence selection of the vehicle via this method was confirmed in compliance with LiSWA policies and procedures. LiSWA and Jacobs staff agreed that renting a demo ZEV as a pilot test would be beneficial to test the efficacy of the vehicle. The pilot test proved the ZEV yard truck met all performance expectations.

The table below summarizes the three received quotes for electric yard trucks. Orange was the lowest most responsive vendor and was able to deliver a free demo unit right away. LiSWA has since extended the rental of the demo unit. The two other companies did not have available demo units. Staff recommends purchasing the yard truck from Orange for the following reasons:

- The vehicle from Orange was the lowest price and met the intended use.
- Orange also offers a new customer discount and free delivery.
- Purchasing this EV vehicle will place LiSWA in compliance with CARB ACF regulations.

		QUOTE SUMMARY ELECTRIC YARD TRUCK	
Purchase: WWTRF Yard Truck			
Vendor	Make	Model	Price (Excluding charge station, including taxes @7.25%)
Orange EV LLC	Orange	e-TRIEVER Terminal Truck	\$281,391.83
Pape Material Handling	Kalmar	T2EV	\$353,919.64
Southwest Toyota Lift	TICO	Pro-Spotter Electric 4X2	\$370,012.50

A copy of the Quote received from Orange LLC and the Purchase Terms and Conditions are included as Attachments to this staff report.

FISCAL IMPACT

The total cost of the Orange ZEV is \$281,391.83, which is within the overall approved FY 2025–2026 LiSWA capital improvement budget.

ATTACHMENTS:

Orange EV LLC Quote
Purchase Terms and Conditions

Quote



Orange EV LLC

900 N. 69th Street
Kansas City, KS
USA, 66102
Phone : 866-688-5223
AccountsReceivable@OrangeEV.com

Quote No.	20505
Effective Date:	09/05/2025
Contact :	Joe Steer Phone : 916-213-9738

Bill To	40862
Liswa	
1245 Fiddymment Road	
Lincoln, CA	
USA, 95648	

Ship To	40862
Liswa	
1245 Fiddymment Road	
Lincoln, CA	
USA, 95648	

Expiration Date	Expected Delivery Date	Terms	Carrier	FOB
10/05/2025	12/19/2025	25% downpayment, then 0.5% 10 days net 30	Not Applicable	
Sales Rep		Currency		Tax Group
Tanner Swanson (E0135)		USD		AVATAX

No.	Qty	UN	Item	Description		List Price		Quote
1	1.000	EA	CFGPROD_TRUCK_DTS	e-TRIEVER Terminal Truck DTS Truck, to be Configured for Specific Jobs		\$264,870.00		\$264,870.00
Options								Price
e-TRIEVER Terminal Truck								\$254,950.00
New Truck (vs. Reman Discount)								\$0.00
100kWh Battery Pack								\$0.00
Standard Charging								\$0.00
Enhanced Mirror Package								\$0.00
Air Conditioning (rooftop mounted unit)								\$9,200.00
Black Bumper								\$0.00
White Cab								\$0.00
Orange Decking								\$0.00
Orange Grab-Handles								\$0.00
On-Road/ DOT Configuration								\$0.00
Axle - Higher Torque (18 MPH top speed)								\$0.00
Fire Extinguisher - Standard Mounting								\$0.00
Frame - Black								\$0.00
Standard Tinted Glass								\$0.00
Rear Door - Black Plastic Rock Guard								\$0.00
Seat Belt - Lap (2 Point)								\$0.00
Gladiator Grip Gladhand Extenders								\$50.00
Air Hose - Flat, Black								\$0.00
Trailer - Trailer Safety Stops								\$670.00
2	1.000	EA	CFGPROD_CHRG CAB	Charging Cabinet		\$6,500.00		\$6,500.00

Options							Price
480v Standard Charge Cabinet (15kW)							\$6,500.00
3	1.000	EA	SALES DISCOUNTS	New Customer Discount		(\$2,500.00)	(\$2,500.00)

Subtotal:

\$268,870.00

Taxes

\$19,493.08

Total:

\$288,363.08

USD

Please do not pay from a Quote/SO. An invoice will be issued to you at a later date.

This quote shall remain open for 30 days, thereafter it shall automatically be void, unless otherwise agreed to in writing by authorized representatives of each party. Furthermore, this quote (or any commitments arising out of this quote) shall be subject to revision by OEV if a change in tariffs, taxes or other governmental assessments related to the equipment, its parts, components or other aspects of the equipment are increased, in that event Orange EV shall adjust the price to reflect the additional costs incurred due to these tariffs, taxes or governmental assessments

Subtotal with no charger:

\$274,420.58

Taxes:

\$18,550.58

Total:

\$281,391.83

Orange EV Terminal Truck Solution
Purchase Terms and Conditions

1. These terms and conditions apply to the purchase of Orange EV vehicle(s), chargers and other equipment (collectively, "Equipment") by Customer ("Customer") described in the attached invoice. Any changes to these terms will be agreed mutually in writing.
2. **Vehicles for Remanufacture.** If a remanufacture, the vehicles to be remanufactured must be field approved in writing by Orange EV, delivered by Customer to Orange EV in the same condition as when approved in the field, and a final inspection with written acceptance. Since not all parts of a remanufactured vehicle get utilized in the final build, Customer is responsible for retrieving and/or authorizing disposition of these parts. If the unused parts are not either removed from Orange EV's premises or approved to be scrapped within 30 days of the truck to be remanufactured being delivered to Orange EV, Orange EV will store the parts at a fee of \$100/week. Furthermore, Customer shall hold Orange EV harmless for any loss or damage that occurs to these parts while in storage.
3. **Cost of Transport.** Customer is responsible for cost of transporting Equipment, including vehicles accepted by and being delivered to Orange EV for remanufacture, as well as all finished Equipment, both new and remanufactured.
4. **Work Start.** Work to produce Customer Equipment may commence when Orange EV receives:
 - a. initial payment, generally calculated as the lesser of the net due or half of the quoted solution price before applying incentives, and
 - b. approved Equipment at Orange EV facility (as applicable for remanufactures).

Equipment delivery dates are subject to Orange EV's production schedule and commitment at time of order.

5. **Delivery.** Completed Equipment will be delivered as mutually agreed, subject to:
 - a. A 30-day grace period subject to 15-day notice by Orange EV.
 - b. Force Majeure events, including an act of God, intervention of government, war or threat of war, act of terrorism, conditions similar to war, sanction, blockade, embargo or other cause or circumstance beyond the reasonable control of Orange EV.
6. **Specification.** Equipment will be manufactured to defined specifications provided with invoice.
7. **Warranty.** The Equipment is warranted according to the terms in Exhibit A. In the event a non-approved charger is utilized on any vehicles purchased under this agreement shall void all warranties contained herein.
8. **Vehicle Charging and Related Electrical Infrastructure.** Orange EV will work with Customer's designated electrician to define site charging and electrical requirements as well as to complete electrical and charging equipment installation in advance of vehicle delivery to site. Actual installation of both electrical infrastructure and charging station will be completed by the Customer's designated electrician. In certain instances, a certification may be required by the local jurisdiction or by Customer's policy to install the equipment. In this event, Customer will be invoiced for Orange EV to engage a 3rd party to perform a site certification. This activity will be billed at a rate of \$5,500 per site for enhanced cabinets and \$10,000 per site for fast charge cabinets.
9. **Title.** If not already held by Customer, transfer of vehicle ownership occurs upon notice to customer of completion, typically as evidenced by issuance to customer of remaining amounts due. Customer shall be responsible for any damage, not cause by the negligent or intentional act of Orange EV, which occurs to vehicle while in Orange EV's possession.
10. **Regulations.** Customer is responsible for compliance with applicable laws, rules and regulations related to Equipment ownership and operation.

11. **Confidentiality.** The parties agree that during this transaction information may be exchanged between the parties; furthermore, such information may be confidential in nature. Therefore, the parties agree to maintain the confidential information of the other party in confidence. For the purpose of this section, confidential information shall include a party's product designs, non-public business/marketing activities and other information that a party designates as confidential. Furthermore, all data compiled from the truck telematics system shall remain Orange EV's confidential information, and Orange EV at its discretion to provide usage reports detailing information that Orange EV, in its sole discretion, chooses to provide to Customer.
12. **Proprietary Rights.** Customer will not reverse engineer or attempt to reverse engineer Orange EV intellectual property that is embodied in the Equipment purchased under this Agreement. Nor shall Customer permit another party access to the Equipment Control Box, battery box or the other areas that were locked upon shipment by Orange EV, if such access is for the purpose of reverse engineering Orange EV intellectual property. In addition, Customer provides Orange EV a license to use its name and/or logo for marketing purposes, but only to the extent that the name and/or logo is used to refer to Customer as a purchaser/user or customer of/for the Equipment.
13. **Taxes.** Customer will pay to Orange EV or appropriate entity all applicable taxes, fees and other charges which are based on or measured by the sale, transportation, delivery or use of products sold or services performed by Orange EV.
14. **Late Payment.** Payment is due as specified on the invoice. If unpaid after 10 business days from due date, a late payment fee will be due. The late payment will be \$200 plus 15% annual percentage rate of the unpaid balance, compounded daily.
15. **Incentive Redemption.** This section shall only apply to Equipment which is funded (in whole or in part) as part of an incentive program that reimburses Orange EV for a portion of the purchase price. If Customer has not satisfactorily completed all required redemption activities (these are usually, registration proof, installation of chargers with proof of installation, pictures of installed and/or registered Equipment and similar requirements) to enable Orange EV to redeem the voucher within 60 days from the date of invoice of the Equipment, then Customer shall, on the 61st day from the date of invoice, pay to Orange EV the remaining amount (this will be equal to the voucher redemption amount) for the Equipment. Then Orange EV shall immediately remit those voucher amounts redeemed by Orange EV, for each piece of Equipment that Customer has paid the voucher amount directly to Orange EV, back to Customer. However, Customer shall have no obligation to pay the voucher amount if the delays in redemption documentation are directly due to Orange EV (e.g., Orange EV failed to provide a final invoice or some other documentation required by Customer).
16. **Governing Law.** This agreement and all activities undertaken pursuant to it shall be governed by the laws of the State of California without regard to California choice of law or conflict of laws provisions. Furthermore, the parties hereby consent to and waive any challenge to venue or jurisdiction of any California State Court located in Placer County California. The parties agree to meet and discuss in good faith to resolve any disputes prior to initiating any legal actions.

IN WITNESS WHEREOF The Parties have affixed their signatures by a duly authorized officer effective

Date

Orange EV LLC:

Customer:

Print Name of Authorized Signor

Print Name of Authorized Signor

Signature

Signature

Exhibit A

Orange EV

Standard Warranty Terms and Conditions For 100 kWh/180 kWh e-TRIEVER, 243 kWh HUSK-e Terminal Tractors

Orange EV provides warranty on items listed on the Truck Warranty Tables and the Charger Warranty Table (collectively, "Warranty Table"). The following terms and conditions and Warranty Table is the sole and exclusive warranty that Orange EV provides for its trucks (100 kWh and 180 kWh e-TRIEVER and the 243 kWh HUSK-e battery packs) and chargers. In addition to the warranties provided on the Warranty Table, Orange EV warrants to Customer (but not to any subsequent owner or any other third party) as follows:

(a) At the time of shipment, Orange EV will have full legal and beneficial title, free and clear of all security interests, liens, claims, charges or encumbrances, and full power and lawful authority to sell its products to customer.

(b) At the time of delivery and for the periods detailed in the Warranty Table set forth in Warranty Table, (i) products will be free from material defects in design, material or workmanship, and (ii) products will conform to and perform in accordance with the specifications in all material respects, provided that the product is:

- (i) operated reasonably and in normal conditions and for its intended purposes in accordance with Orange EV's operator manual.
- (ii) maintained in accordance with Orange EV's maintenance manual provided with the truck; and
- (iii) without any alterations or modifications to the product(s) not authorized by Orange EV; with
- (iv) normal wear and tear excepted.

(c) EACH PARTY SHALL INDEMNIFY THE OTHER AGAINST ANY AND ALL THIRD-PARTY CLAIMS (INCLUDING ATTORNEY'S FEES AND OTHER RELATED COSTS) TO THE EXTENT SUCH CLAIMS ARE CAUSED BY THE INDEMNIFYING PARTY'S INTENTIONAL OR NEGLIGENT ACTS, OMISSIONS OR BREACH OF THESE TERMS AND CONDITIONS. ORANGE SHALL INDEMNIFY AND HOLD HARMLESS CUSTOMER, ITS AFFILIATES AND SUBSIDIARIES, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM ANY THIRD-PARTY CLAIMS ALLEGING THAT THE SOFTWARE OR TECHNOLOGY EMPLOYED BY ORANGE INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF ANOTHER PARTY. THE PARTIES EXPRESSLY WAIVE ANY IMMUNITIES OR LIMITATIONS AFFORDED TO THE OTHER PARTY PURSUANT TO ANY WORKERS' COMPENSATION OR INDUSTRIAL INSURANCE ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS, TO THE EXTENT ANY OF THE SAME WOULD LIMIT OR OTHERWISE ADVERSELY IMPACT THE OTHER PARTY.

(d) EXCEPT AS EXPRESSLY PROVIDED HEREIN, ORANGE EV MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE PRODUCTS TO COMPANY OR ANY THIRD PARTY, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES UNDER SECTION 2-312(3) OF THE UNIFORM COMMERCIAL CODE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS AND A PARTY'S RIGHTS IN THE EVENT THEIR CONFIDENTIAL INFORMATION HAD BEEN BREACHED, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGES, LOST PROFITS, LOSS OF BUSINESS OR PRODUCT. HOWEVER, NOT INCLUDING DAMAGES ASSESSED PURSUANT TO AN INDEMNIFICATION OBLIGATION IN NO EVENT WILL ORANGE EV BE LIABLE FOR DIRECT DAMAGES OF CUSTOMER IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO ORANGE EV UNDER THIS AGREEMENT

(e) Customer's sole remedies for Orange EV's breach of any performance warranty as outlined in the truck warranty table will be limited to the warranty services herein, replacement of defective equipment or refund of the purchase price of the equipment, at Orange EV's sole discretion.

(f) Except as otherwise set forth in the Warranty Table, Orange EV prefers to perform warranty services at the customer site. Upon determination, by Orange EV in its reasonable discretion, that warranty services are needed, customer will promptly notify Orange EV to identify the specific product requiring warranty services and the nature of the warranty services required or the nature of the problem for which warranty services are required. Orange EV will promptly thereafter use commercially reasonable efforts to resolve the warranty claim to the reasonable satisfaction of customer. Responsibility for performing the warranty services and the associated cost for labor and any required replacement parts is summarized in Warranty Table. Unless defined otherwise herein, where services are performed by customer at Orange EV's cost, the cost of the service to be charged to Orange EV will be the lesser of a reasonable and documented market rate for such services or customer's internal labor cost estimate for such services. Orange EV will retain qualified individuals to perform customer warranty services. Customer's failure to comply with the requirement that Orange EV perform the warranty services for any product, unless otherwise agreed in writing by both Orange EV and customer, will result in invalidating any remaining Orange EV

warranty obligations for that product. **If traction battery boxes or the Equipment control box are opened without Orange EV's written consent, any remaining warranty will be invalidated for all Orange EV products in service with customer. However, if the event can be reasonably proven by customer to have been an isolated incident and no disclosure outside customer has occurred to Orange EV's reasonable satisfaction, there will be no impact to the warranty.**

(g) The foregoing limitations of warranties and damages will apply regardless of the form of action or theory on which any claim is made, including contract, tort or otherwise, even if Orange EV has been advised of the possibility of such damages. Customer acknowledges that the foregoing limitations of warranties and damages are fair and reasonable under the circumstances.

(h) In the event Orange EV determines work should be performed offsite, the parties will work together to find a suitable offsite location to do the work with transportation and any incremental charges at customer's cost.

(i) In the event customer transfers the Equipment to a location different to which it was originally shipped, Orange EV will maintain the same level of service expectation as defined in this warranty unless the Equipment is moved to a location outside an area currently served by Orange EV. In such event, the warranty remains in effect, but Customer will assume responsibility for reasonable travel expenses incurred by Orange EV.

(j) Orange EV will be responsible on behalf of customer for making any warranty claims under manufacturer warranties identified herein.

(k) Customer will notify Orange EV within thirty (30) days of identification of a performance issue that Customer believes is covered under warranty. Orange EV shall examine the claimed warranty failure and determine, in its sole discretion that it is not covered under this warranty, if Orange EV determines that it is a valid warranty claim, Orange EV shall handle the issue as such. However, in no case will Orange EV be responsible for requests made more than thirty (30) days after the issue was discovered.

(l) Remanufactured Equipment: The parts of a remanufactured Equipment not provided by Orange EV, e.g. cylinders, fifth wheel, frame etc. ("Reman Parts") are not subject to Orange EV warranty provisions as detailed in this Agreement, as Reman Parts are used. However, Orange EV will inspect Reman Parts to ensure that they are in working order upon leaving Orange EV's factory. Orange EV will certify Reman Parts for 30 days from date of delivery of the Remanufactured Equipment. Any Reman Part(s) that fail during this 30-day period Orange EV will repair or replace, free of charge (with no additional warranty on the replacement parts); however, Orange EV, upon request, will quote replacement prices for any Reman Parts that need replaced after the 30 days has elapsed.

(m) Customer will provide reasonable and timely assistance to and cooperation with Orange EV's warranty services, including but not limited to:

- (i) providing accurate and timely information about any warranty issues for which Orange EV's warranty services are required; and
- (ii) making the product available to Orange EV when and as required to perform customer warranty services including timely access to the customer site where the product is located.

Truck Warranty Table HUSK-e

Item	Warranting Party	Warranty Hours/Energy Discharged	Warranty Years	Work Performed By:
Traction Motor	Orange EV	15,000 hours	3 years	Orange EV
Equipment Control Box and internal components	Orange EV	15,000 hours	3 years	Orange EV
Traction Battery Boxes and internal components (excl. batteries)	Orange EV	15,000 hours	3 years	Orange EV
Electrical cabling and Wire Harnesses	Orange EV	15,000 hours	3 years	Orange EV
Hydraulic pump and motor	Orange EV	15,000 hours	3 years	Orange EV
Pneumatic pump and motor	Orange EV	15,000 hours	3 years	Orange EV
Display	Orange EV	15,000 hours	3 years	Orange EV
Frame	Orange EV	15,000 hours	3 years	Orange EV
Gear Reducer (port only)	Orange EV	25,000	6 years	Orange EV
Traction Batteries ⁴	Manufacturer	410,000 kWh ¹	90 months ²	Orange EV
Air Conditioning	Manufacturer	unlimited	3 years ³	Orange EV
Auto Lube System	Manufacturer	unlimited	3 years ³	Orange EV
Front Axle	Manufacturer	unlimited	18 mos.	Orange EV
Rear Axle	Manufacturer	Kessler – 2000 Fuwa - unlimited	1 year – Kessler 18 mos. - Fuwa	Orange EV
Tires (excluding normal wear and tear)	Manufacturer	unlimited	2 years	Orange EV
When provided by the customer (e.g., reman) the following items are excluded from the warranty: front axles, chassis, brakes, and glass	N/A	None	None	N/A
All other Items ⁴	3,000 hrs. or 1 year as follows:			
	First 1,500 hours or before 1 year			Orange EV
	Second 1,500 hours or after 1 year			Customer or Orange EV
The Warranty hours/Energy Discharged, and the Warranty Years shall be controlled by whichever occurs first				
1- These represent battery consumption as measured and recorded through the telematics system				
2- Any claims over the last 6 months of the warranty will be prorated by 1/6 monthly				
3- Year three is parts only				
4- This warranty will not go into effect until the battery pack retains less than 80% remaining capacity based on the 243 kWh nominal capacity. OEV can use new or used cells as required to maintain 80% capacity. This warranty will be void if the SOC charge ever drops to zero. Review the Operators Manual prior to operating the Equipment, including the proper operating/charging procedures. When temperatures are at or below 32F and the truck is not in use, keep the truck plugged into its charger. The warranty will be voided if Customer fails to follow operating/charging procedures as detailed in the Manual, damages the battery, opens the battery enclosure, or attempts to have the battery serviced by someone other than OEV, or uses non-OEV approved charging equipment.				
5 – Customer shall be responsible for shipping and handling costs				

Truck Warranty Table e-TRIEVER

Item	Warranting Party	Warranty Hours/Energy Discharged	Warranty Years	Work Performed By:
Traction Motor (parts)	Orange EV	220,000 kWh ¹ , or 396,000 kWh ¹	90 months	N/A
Traction Motor (labor)	Orange EV	15,000 hours	3 years	Orange EV
Equipment Control Box and internal components	Orange EV	15,000 hours	3 years	Orange EV
Traction Battery Boxes and internal components (excl. batteries)	Orange EV	15,000 hours	3 years	Orange EV
Electrical cabling and Wire Harnesses	Orange EV	15,000 hours	3 years	Orange EV
Hydraulic pump and motor	Orange EV	15,000 hours	3 years	Orange EV
Pneumatic pump and motor	Orange EV	15,000 hours	3 years	Orange EV
Display	Orange EV	15,000 hours	3 years	Orange EV
Frame	Orange EV	15,000 hours	3 years	Orange EV
Traction Batteries ⁴	Manufacturer	220,000 kWh ¹ , or 396,000 kWh ¹	90 months ²	Orange EV
Air Conditioning	Manufacturer	unlimited	3 years ³	Orange EV
Auto Lube System	Manufacturer	unlimited	3 years ³	Orange EV
Front Axle	Manufacturer	unlimited	18 mos.	Orange EV
Rear Axle	Manufacturer	Fuwa - Unlimited	18 mos. - Fuwa	Orange EV
Tires (excluding normal wear and tear)	Manufacturer	unlimited	2 years	Orange EV
When provided by the customer (e.g., reman) the following items are excluded from the warranty: front axles, chassis, brakes, and glass	N/A	None	None	N/A
All other Items ⁴	3,000 hrs. or 1 year as follows:			
	First 1,500 hours or before 1 year	Orange EV	Orange EV	Orange EV
	Second 1,500 hours or after 1 year	Customer or Orange EV	Customer	Orange EV
The Warranty hours/Energy Discharged, and the Warranty Years shall be controlled by whichever occurs first				
1- 220,000 kWh on the standard duty (100 kWh) battery pack and 396,000 kWh on the extended duty (180 kWh) battery pack, which represent battery consumption as measured and recorded through the telematics system				
2- Any claims over the last 6 months of the warranty will be prorated by 1/6 monthly				
3- Year three is parts only				
4- This warranty will not go into effect until the battery pack retains less than 80% remaining capacity based on the 100kWh or 180kWh nominal capacity. OEV can use new or used cells as required to maintain 80% capacity. This warranty will be void if the SOC charge ever drops to zero. Review the Operators Manual prior to operating the Equipment, including the proper operating/charging procedures. When temperatures are at or below 32F and the truck is not in use, keep the truck plugged into its charger. The warranty will be voided if Customer fails to follow operating/charging procedures as detailed in the Manual, damages the battery, opens the battery enclosure, or attempts to have the battery serviced by someone other than OEV, or uses non-OEV approved charging equipment.				

Charger Warranty Table

Orange EV Manufactured Chargers

	Warranty Years	Work Performed by:	Labor Costs Paid By:	Replacement Parts Paid By:
All Orange EV Chargers ¹	3 years as follows:			
	Through Year 2	Orange EV	Orange EV	Orange EV
	During year 3	Orange EV	Customer	Orange EV
1- Failure to correctly install (per cut sheet), any repair attempts by parties other than Orange EV or its representative (authorized in writing), failure to change filters (per recommended guidelines) and/or physical damage of any kind shall result in all Charger warranties being void and of no effect				



GENERAL MANAGER'S REPORT

**LiSWA Regular Board Meeting
December 12, 2025**





Agenda

- GM Work in Progress
- LiSWA October 2025 Operations Income Statement



General Manager's Report

GM Work in Progress

- Groundwater Monitoring Well Study – Draft report received and under review
- WWTRF Improvement Project – SRF loan application in progress; financial model to Board in February
- Annual Audit
- Mid Year Budget review
- Developer coordination ongoing

Lincoln-Sewer Maintenance District 1 Wastewater Authority

Operations Fund Income Statement

July through October 2025

Modified Accrual Book	Jul - Oct 25	Budget	Variance	% of Budget
Income				
42010 - Investment Income				
RC0560 - Investment Income	\$ 361,360.45			
Total 42010 - Investment Income	\$ 361,360.45			
42030 - Short Term Rents				
RC0600 Short Term Rents	\$ 7,941.29	\$ 69,090.00	\$ (61,148.71)	11.49%
Total 42030 - Short Term Rents	\$ 7,941.29	\$ 69,090.00	\$ (61,148.71)	11.49%
46230 - Sanitation Services				
RC2230 - Operations	\$ 3,108,265.60	\$ 9,682,614.00	\$ (6,574,348.40)	32.1%
Total 46230 - Sanitation Services	\$ 3,108,265.60	\$ 9,682,614.00	\$ (6,574,348.40)	32.1%
46240 - Sanitation Serv Other				
RC2190 - Capital / Debt	\$ 1,469,248.44	\$ 4,576,882.00	\$ (3,107,633.56)	32.1%
RC2190 - Sewer Connection Fees	\$ 2,072,593.40	\$ 2,500,000.00	\$ (427,406.60)	82.9%
Total 46240 - Sanitation Serv Other	\$ 3,541,841.84	\$ 7,076,882.00	\$ (3,535,040.16)	50.05%
46360 - General Reimbursement				
RC2680 - Other	\$ 1,774.11	\$ 55,000.00	\$ (53,225.89)	3.23%
Total 46360 - General Reimbursement	\$ 1,774.11	\$ 55,000.00	\$ (53,225.89)	3.23%
48030 - Miscellaneous				
RC3010 - Reclaimed Water		\$ 30,000.00	\$ (30,000.00)	
Total 48030 - Miscellaneous		\$ 30,000.00	\$ (30,000.00)	
Total Income	\$ 7,021,183.29	\$ 16,913,586.00	\$ (9,892,402.71)	41.51%
	\$ 7,021,183.29	\$ 16,913,586.00	\$ (9,892,402.71)	41.51%
Expense				
52020 - Goods				
SC2029 Chemicals	\$ 190,862.86	\$ 558,249.00	\$ (367,386.14)	34.19%
Total 52020 - Goods	\$ 190,862.86	\$ 558,249.00	\$ (367,386.14)	34.19%
52040 - Communication Services				
SC2085 - Telephone		\$ 10,000.00	\$ (10,000.00)	
Total 52040 - Communication Services		\$ 10,000.00	\$ (10,000.00)	
52080 - Insurance Services				
SC2140 - Insurance Services	\$ 155,071.57	\$ 250,000.00	\$ (94,928.43)	62.03%
Total 52080 - Insurance Services	\$ 155,071.57	\$ 250,000.00	\$ (94,928.43)	62.03%
52160 - Maintenance - Service				
SC2270 - Maintenance	\$ 14,689.16	\$ 171,260.00	\$ (156,570.84)	8.58%
SC2270 - WWTRF Maintenance	\$ 117,308.67	\$ 320,816.00	\$ (203,507.33)	36.57%
Total 52160 - Maintenance - Service	\$ 131,997.83	\$ 492,076.00	\$ (360,078.17)	26.83%
52240 - Member, Reg, Warr				
SC2550 - Prof Membership		\$ 10,800.00	\$ (10,800.00)	
Total 52240 - Member, Reg, Warr		\$ 10,800.00	\$ (10,800.00)	
52360 - Prof/Special Services				
SC2940 - Consulting	\$ 135,440.00		\$ 135,440.00	100.0%

Lincoln-Sewer Maintenance District 1 Wastewater Authority

Operations Fund Income Statement

July through October 2025

Modified Accrual Book	Jul - Oct 25	Budget	Variance	% of Budget
SC2940 - Consulting WWTRF	\$ 19,898.05		\$ 19,898.05	100.0%
SC2950 - Engineering WWTRF	\$ 13,143.20	\$ 475,000.00	\$ (461,856.80)	2.77%
SC3030 - Security WWTRF	\$ 360.00			
52360 - Prof/Special Services - Other		\$ 1,248,988.00	\$ (1,248,988.00)	
Total 52360 - Prof/Special Services	\$ 168,841.25	\$ 1,723,988.00	\$ (1,555,146.75)	9.79%
52370 - Prof/Special Services				
SC3130 - Legal	\$ 26,937.00	\$ 150,000.00	\$ (123,063.00)	17.96%
Total 52370 - Prof/Special Services	\$ 26,937.00	\$ 150,000.00	\$ (123,063.00)	17.96%
52380 - Prof/Special Services				
SC3310 - Operations	\$ 916,699.68	\$ 2,581,418.00	\$ (1,664,718.32)	35.51%
SC3320 - Environ, Ecological	\$ 2,086.71			
Total 52380 - Prof/Special Services	\$ 918,786.39	\$ 2,581,418.00	\$ (1,662,631.61)	35.59%
52390 - Prof/Special Services		\$ 75,000.00	\$ (75,000.00)	
52400 - Information Technology				
SC3360 - IT Services	\$ 5,985.75	\$ 150,000.00	\$ (144,014.25)	3.99%
Total 52400 - Information Technology	\$ 5,985.75	\$ 150,000.00	\$ (144,014.25)	3.99%
52450 - Prof/Special Services				
SC3480 - Short Term Rental	\$ 23,177.27	\$ 64,000.00	\$ (40,822.73)	36.21%
Total 52450 - Prof/Special Services	\$ 23,177.27	\$ 64,000.00	\$ (40,822.73)	36.21%
52510 - Commissioner's Fees		\$ 9,600.00	\$ (9,600.00)	
52570 - Advertising		\$ 7,500.00	\$ (7,500.00)	
52800 - Utilities				
SC4340 - Utilities	\$ 417,538.72	\$ 2,237,200.00	\$ (1,819,661.28)	18.66%
Total 52800 - Utilities	\$ 417,538.72	\$ 2,237,200.00	\$ (1,819,661.28)	18.66%
52810 - Goods				
SC4456 - Sewage Treatment	\$ 315,093.03	\$ 968,024.00	\$ (652,930.97)	32.55%
Total 52810 - Goods	\$ 315,093.03	\$ 968,024.00	\$ (652,930.97)	32.55%
53190 - Taxes and Assessments				
SC4870 - Taxes and Assessments	\$ 6,092.67	\$ 90,000.00	\$ (83,907.33)	6.77%
Total 53190 - Taxes and Assessments	\$ 6,092.67	\$ 90,000.00	\$ (83,907.33)	6.77%
53390 - Cost Plan Allocation	\$ 4,435.50			
54450 - Capital Asset Equipment				
SC4455 - Equipment	\$ 80,043.81			
54450 - Capital Asset Equipment - Other		\$ 1,712,000.00	\$ (1,712,000.00)	
Total 54450 - Capital Asset Equipment	\$ 80,043.81	\$ 1,712,000.00	\$ (1,631,956.19)	4.68%
59000 - Debt Payments		\$ 2,705,200.00	\$ (2,705,200.00)	
Total Expense	\$ 2,444,863.65	\$ 13,795,055.00	\$ (11,350,191.35)	17.72%
Net Ordinary Income	\$ 4,576,319.64	\$ 3,118,531.00	\$ 1,457,788.64	146.75%
Other Income/Expense				
Other Expense				
Depreciation Expenses	\$ 2,170,417.35			
Total Other Expense	\$ 2,170,417.35		\$ 2,170,417.35	100.0%

Lincoln-Sewer Maintenance District 1 Wastewater Authority
Operations Fund Income Statement
July through October 2025

Modified Accrual Book	Jul - Oct 25	Budget	Variance	% of Budget
Net Other Income	\$ (2,170,417.35)		\$ (2,170,417.35)	100.0%
Net Income	\$ 2,405,902.29	\$ 3,118,531.00	\$ (712,628.71)	77.15%
Footnotes	Modified Accrual Book			
	52360 2940, 2950 WWTRF / 54450 - On Balance Sheet as CIP and/or Capital Assets			

November 2025 LWWTRF Operations Report

12-12-25

Highlights

- 188.206 Million Gallons (MG) of influent, 2.090 MG of effluent was sent to reclamation and 260.260 MG of effluent was sent to Auburn Ravine this month.
- Groundwater violations were removed from the 2nd Quarter NPDES report.
- Switching to 49er Lab December 15th for daily lab work.
- Oxidation Ditch #1 was taken out of service for wall pump replacement and cleaning. Photo 8.
- CV1 valve actuator was replaced allowing TSB return flow.
- Lots of oxidation ditch #1 cleaning and prep for new wall pumps. Photos 1-5.

Compliance

- There were **no** compliance issues this month.

Major Equipment Out of Service

Equipment	Failure Date	Redundancy	Problem	Solution	Estimated Repair Cost	Estimated Return to Service Date
Filter Feed Pump #2	3-25-24	1 of 4	Motor windings are broken down. Failed in wet weather.	Spare pump is on order.	\$170,437	TBD
Oxidation Ditch 1A Recycle Wall Pump	10-06-25	1 of 2	Gearbox failed on pump.	Replace with new Wilo wall pump. Cleaning entire ditch.	\$39,674	1/30/26
RAS Pump 1C	9-10-25	1 of 2	Seal failure	Seal repair parts are on order	\$10,000	12-15-25

Equipment	Failure Date	Redundancy	Problem	Solution	Estimated Repair Cost	Estimated Return to Service Date
Yard Goat/Truck	7-16-25	1 of 1	Electrical and many other issues	Replace with electric yard goat	\$295,000	1-1-25
Centrifuge #3	8-19-25	1 of 2	Down for Major Service	Parts are on order and Scroll is getting repaired	\$60,000+ original service fee	2-15-26
Influent Pump 2A	11-13-25	1 of 6	Motor seal failure	Replaced with spare pump.	TBD	TBD
Admin AC unit #4 which cools the server room.	12-3-25	1 of 1	Blower Fan went out.	Replace with mini split and portable unit for backup.	TBD	TBD

Table 1.

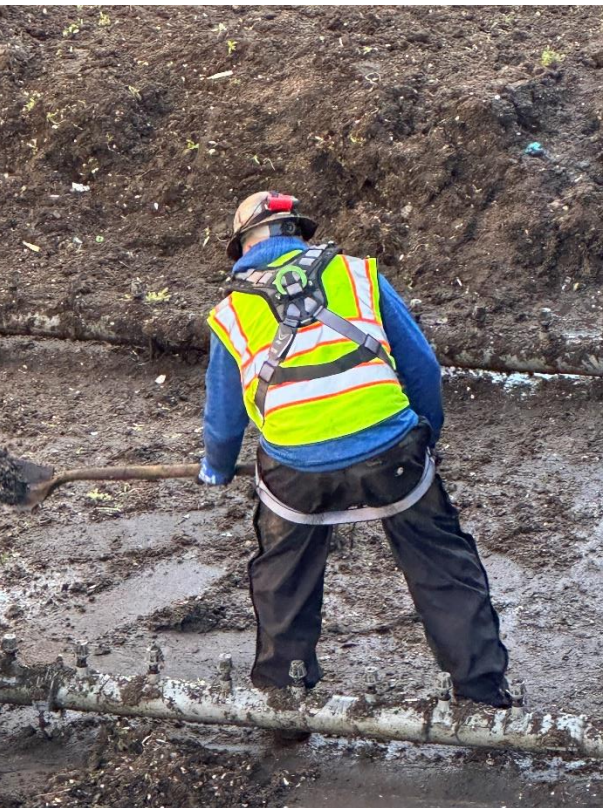
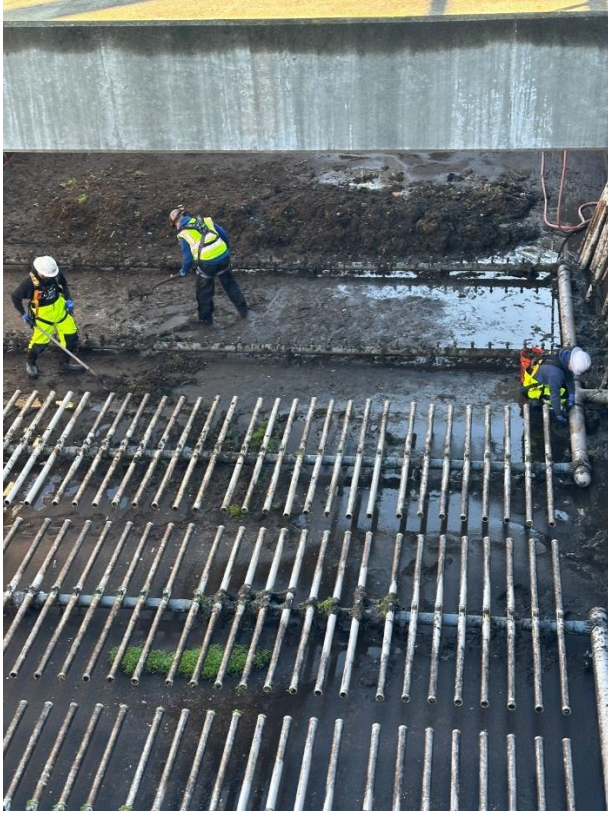
Month/Year	Influent INF-001	EFF-001B	Reclamation \Irrigation Flow s	Reclamation \Irrigation Flow s	Reclamation \Irrigation Flow s	Reclamation \Irrigation Flow s	Reclamation \Irrigation Flow s	TSBs\TSB Inf (LND-001)	General
	Flow	EFF-001B Flow	Total Flow to	Warm Springs	Pivot Flow	Machado Flow	Effluent to City Rec	Net Flow (+Influent)(-	Precipitation
	MGD	MGD	MGD	MGD	MGD	MGD	MGD	MGD	inches/day
Jan '25	178.80	184.88	2.10	.00	.00	.00	2.10	-5.58	2.28
Feb '25	237.81	201.09	2.13	.00	.00	.00	2.13	18.88	4.41
Mar '25	198.09	286.40	2.31	.00	.00	.00	2.31	-88.99	2.28
Apr '25	167.50	83.91	25.73	15.60	8.10	.00	2.03	45.06	.21
May '25	155.60	34.78	42.22	12.09	27.18	.00	2.95	60.32	.00
Jun '25	144.27	139.80	38.33	10.51	22.90	.00	4.92	-25.97	.00
Jul '25	147.26	87.98	61.62	27.46	30.28	.00	3.88	-14.35	.00
Aug '25	147.98	94.57	68.30	21.80	43.31	.00	3.18	-29.77	.00
Sep '25	144.42	74.53	39.24	17.85	15.99	.00	5.40	45.86	.00
Oct '25	158.53	162.34	2.79	.00	.00	.00	2.79	28.97	2.14
Nov '25	188.21	260.26	2.09	.00	.00	.00	2.09	-79.82	3.65

Table 2.

Month/Year	Influent INF-001 (Daily Averages)				
	Flow	BOD5	BOD5 Load	TSS	TSS Load
	MGD	mg/L	Lbs	mg/L	Lbs
Jan '25	5.77	154	6924	242	10732
Feb '25	8.49	164	11869	208	14997
Mar '25	6.39	240	12757	266	14339
Apr '25	5.58	300	14239	289	13517
May '25	5.02	271	11229	284	11750
Jun '25	4.81	218	8656	345	13717
Jul '25	4.75	254	10008	317	12491
Aug '25	4.77	240	9504	334	13243
Sep '25	4.81	242	9588	289	11506
Oct '25	5.11	173	7349	147	6335
Nov '25	6.27	162	7934	179	8982

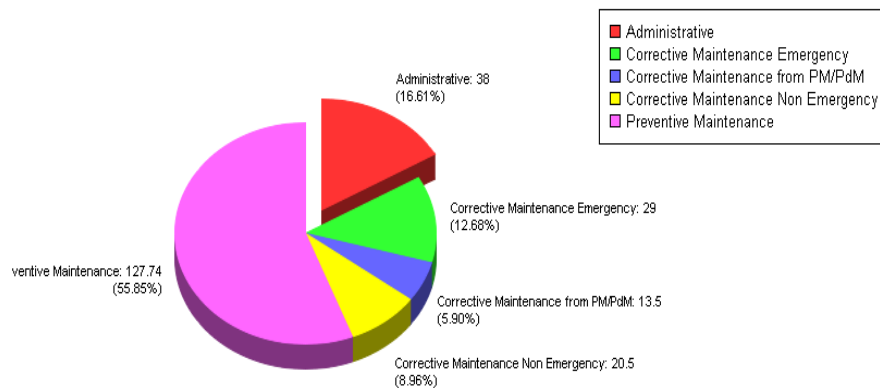


Photo 1.



Photos 2-5.

Work Order Actual Hours by WO Type





MEMORANDUM

LINCOLN-SMD1 WASTEWATER AUTHORITY

TO: **LISWA BOARD OF DIRECTORS**
FROM: **JIM MULLIGAN, GENERAL MANAGER**
SUBJECT: **LISWA RESERVE POLICY ADOPTION**

DATE: **DECEMBER 12, 2025**

RECOMMENDED ACTION

Staff recommends the LiSWA Board consider and adopt the December 12, 2025 LiSWA Reserve Policy.

BACKGROUND

As requested by the Board and to support the funding application(s) for the Wastewater Treatment and Reclamation Facility (WWTRF) Improvement Project, staff has been working with LiSWA's Municipal Advisor, Ken Dieker, of Del Rio Advisors, to establish a comprehensive and effective reserve policy tailored to the Authority.

A LiSWA Reserve Policy Primer was provided to the Board at its September 12, 2025 Board meeting along with a presentation by Mr. Dieker. Since that time, LiSWA staff have worked with City of Lincoln and County of Placer representatives from the Technical Advisory Group to develop the final Reserve Policy that is before you.

Once adopted this Reserve Policy will be used to inform the financial plan and model that is currently under development by LiSWA's financial consultant, Raftelis. Staff are intending to bring findings from this work to the Board at its regularly scheduled February 2026 meeting.

ATTACHMENTS

LiSWA Reserve Policy



LiSWA



Reserve Policy

December 12, 2025

Reserve Policy

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RESERVE POLICY

Purpose

The Lincoln-SMD 1 Wastewater Authority (“LiSWA” or “Authority”) manages more than one fund for the Authority’s current needs and plans to use these funds to accomplish prudent long-term financial planning. The purpose of this policy is to comprehensively set forth the various funds and to describe each fund’s purpose, how the fund may be used, a target fund balance for each, and the Authority’s process to withdraw money from the fund. This policy supersedes any other prior Authority resolution, policy, or regulation regarding the establishment and management of reserves.

The goal of maintaining adequate reserves is to ensure that there are appropriate levels of working capital in the Authority’s enterprise fund to mitigate current and future risks (e.g., revenue shortfalls and unanticipated expenses), to ensure stable services and fees, and to obtain and maintain a credit rating, the goal of which is no less than an A rating from Standard & Poor’s or an equivalent rating from one or more of the other rating agencies. Properly designed policies show rating agencies, bondholders, lending agencies and regulators that the Board is committed to the Authority’s long-term financial health and viability.

Prudent financial management and best practices dictate that the Authority maintains appropriate reserves for operations, capital projects, reserve and replacement of aging assets, debt service obligations, and any other obligations required by legal or external requirements.

The General Manager is responsible for the management, administration, and use of these funds in accordance with the terms of this policy, generally accepted accounting principles applicable to agencies, including a joint powers authority, like the Authority, and any other applicable law. The General Manager shall keep and maintain an appropriate accounting of all receipts and disbursements from these funds and regularly report to the Board of Directors concerning the balance of and disbursement of the funds.

The Treasurer is responsible for the investment of the various reserves defined and maintained within this policy. Reserves will be invested in instruments designed to maintain principal and meet liquidity needs in compliance with the “Statement of Investment Policy, Placer County Treasurer, Fiscal Year 2025” Twenty-Fifth Revision adopted by the County Board of Supervisors on March 12, 2024. All investing and investment decisions shall be made with full compliance with California State and Federal Laws and Regulations, and any forthcoming amendments or additions to the California State Statutes or to Federal Laws and Regulations in relation to the investment and administration of local agency money on deposit in the Treasury. The Treasurer, the County Treasurer or the Board of Supervisors may provide further restrictions and guidelines for the investment of money on deposit in the Treasury.

Definitions

Maintaining adequate reserves is important for providing reliable service to customers, financing long-term capital projects, and the replacement of aging assets. In this context, the following definitions are used for the remainder of this document.

Days Cash-On-Hand: determined by the dollar amount of cash in Unassigned and Committed Fund Balance (See Definition of “Fund Balance”) divided by one year’s operations and maintenance expenses (excluding depreciation and amortization). In addition, revenues and expenditures will be adjusted to remove any non-cash fair market value adjustments made to the investment portfolio and any non-cash adjustments for other post-employment benefits (“OPEB”) and pension obligations. This calculation is then multiplied by 360 (twelve 30-day months) to calculate the number of days cash-on-hand.

Debt Service Coverage: The amount by which Net Revenue is greater than the total debt service due in the fiscal year.

Fund Balance: Defined as the difference between assets and liabilities. Fund Balance includes both spendable and non-spendable resources. The list below shows the types of fund balance and is listed as most restrictive first to least restrictive last.

Restricted Fund Balance (Non-Spendable): This category is inherently non-spendable or restricted in some fashion, such as externally enforceable limitations on the use of fund balance imposed by outside parties such as a reserve fund for a debt obligation or collection of connection fees (impact fees) to be used only for the expansion of capacity to support new development.

Committed Fund Balance: This encompasses limitations imposed by the Authority upon itself at its highest level of decision making. For example, the board might commit a portion of fund balance to a Replacement and Rehabilitation Fund to replace aging assets as they reach the end of their useful life.

Unassigned (Undesignated Fund Balance): This comprises all fund balance that is left after considering the other categories. Use is least constrained in this category of fund balance.

Gross Revenue: All gross income and revenue received or receivable by the Authority from the ownership or operation of the wastewater system, determined in accordance with generally accepted accounting principles, including all charges and fees (including connection fees) as received by the Authority from its member agencies, for the operation and expansion of the system, and all other income and revenue howsoever derived by the Authority from the ownership or operation of the system or arising from the system, including all income from the deposit or investment of any money in any fund or any funds held on the Authority’s behalf.

Net Revenue: Gross Revenues for such period, less the Operations and Maintenance Costs attributable to such period.

Operating Reserve: The portion of fund balance that is Unassigned or Committed, excluding reserves that are Restricted (non-spendable). For purposes of this policy, the operating reserve will be considered the “days cash-on-hand” and will exclude any other non-cash assets or liabilities.

Operations and Maintenance Costs: The reasonable and necessary costs paid or incurred by the Authority for maintaining and operating the system, determined in accordance with generally accepted

accounting principles, including all reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the system in good repair and working order, and including all reasonable and necessary administrative costs of the Authority that are charged directly or apportioned to the operation of the system, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits, licenses, and charges to operate the system and insurance premiums; but excluding, in all cases depreciation, amortization and other non-cash charges (for example, fair market value adjustments made to the investment portfolio and non-cash adjustments for OPEB and pension accruals).

Pay-As-You-Go or “PAYGO”: The dollar amount of operating reserves transferred to pay for capital improvement projects.

Rate Covenant: The pledge of the Authority to raise charges and fees to maintain debt service coverage of at least some percentage above 100%. Generally, this ranges from 110% to 125%.

Restricted Reserves: The portion of Fund Balance that is restricted by an outside source, such as by Board policy, statute, court, or contract.

Unrestricted Reserves: The portion of Fund Balance that is established and set aside which is not subject to legal obligation or commitment.

Unassigned Fund Balance (Unrestricted Reserves)

Operating Reserve: The revenue source for this fund is provided through the collection of sewer service charges collected and passed through to LiSWA by its two members and interest earnings on all funds held by or on behalf of the Authority. This fund pays the costs and expenses relating to the operation and maintenance of LiSWA’s owned wastewater collection, treatment, disposal and related facilities including administrative, operations, maintenance, and engineering services. This reserve will ensure continuity of service, and it is considered working capital to be used to fund current expenses as needed. The Authority’s goal is to ensure sufficient funding is available to meet its’ debt service obligations and fund the capital improvement plan. This reserve is unrestricted. Any amounts remaining in this reserve, above and beyond the target at the end of the fiscal year, may be transferred to any other fund at the direction of the Board or through the budget review process each year.

Target: The target for this reserve is to have 180 days cash-on-hand or 50% of current year’s budgeted operating expenses (less depreciation and capital outlay). This reserve shall not drop below 90 days or 25% of current year’s budgeted operating expenses (less depreciation and capital outlay). The Board may set a higher level for this reserve but must balance increased sewer service charges and other fees to support a higher operating reserve requirement.

Rate Stabilization Fund (included in Operating Reserve calculation): From time to time the Authority may deposit amounts in the Rate Stabilization Fund, from any source of legally available funds, including but not limited to Operating Reserves which are released from the pledge and lien which secure Bonds and any other obligations. The Authority may, but is not required to, withdraw from any amounts on deposit in the Rate Stabilization Fund and deposit such amounts as Gross Revenue any Fiscal Year for the purpose of paying Debt Service or providing Debt Service Coverage coming due and

payable in such Fiscal Year. Amounts transferred from the Rate Stabilization Fund to Gross Revenue shall constitute revenue for such Fiscal Year (except as otherwise provided in the Indenture or other legal documents related to a debt obligation). Amounts on deposit in the Rate Stabilization Fund will not be pledged to or otherwise secure bonds or any other financial obligations. The Authority has the right at any time to withdraw any or all amounts on deposit in the Rate Stabilization Fund and apply such amounts for any lawful purposes of the Authority. Amounts in the Rate Stabilization Fund may also be used in any pro forma generated for purposes of a financing plan to help the smoothing of sewer service charges and to help generate debt service coverage in projected years of shortfall. This fund is not to be relied upon to provide debt service coverage beyond a period of two years.

The concept is that net revenue could drop to a level that provides debt service coverage of 1.0x (100%), however the dollars in the Rate Stabilization Fund can maintain the sewer service charge covenant of 110% to 125% under any bond indenture while the Authority evaluates the level of sewer service charges.

Target: The target is to set aside over time an amount equivalent to 10-25% of annual debt service and to maintain this fund at the target level. Amounts to be deposited will mostly be determined by bond indenture requirements for the sewer service charge covenant. The dollars in this fund are not restricted as to use. Therefore, it is prudent to establish and fund this reserve as part of planning efforts. The Rate Stabilization Fund is included when calculating the “Days Cash-On-Hand” of the Operating Reserve.

Committed Fund Balance

Replacement and Rehabilitation Reserve (excluded from Operating Reserve calculation): This reserve is intended to manage and mitigate the risk of replacing equipment over time as they either fail or need replacement. This fund is not intended to fund large capital projects but rather to replace smaller assets (vehicles, computers, etc.) as they age and reach their useful life.

Target: There is no strict guideline for a minimum amount to be funded in this reserve. Initially, the amount to be funded over time as part of planning efforts will be equal to the annual depreciation recognized in the Authority’s financial statements.

Over time, it is prudent to create a more accurate asset management plan to model the age of each asset that considers not only the replacement value of the asset but also the useful life of the asset to determine the amount that should be set aside each year. The use of depreciation may understate the true renewal and replacement cost needs unless it is adjusted to current and/or future cost values.

Restricted Fund Balance

Wastewater Capital Reserve Fund: The purpose of the fund is to finance capital improvement and expansion facility projects that are necessary or appropriate to provide capacity to serve new development within the Authority’s boundaries and to maintain a high level of sewer service for the benefit of such new development. The Wastewater Capital Reserve Fund is a restricted fund; therefore, monies in the fund shall not be used for any other purpose or transferred to any other fund, unless approved by the Board. The source of funding for this reserve is from connection charge revenue as

collected by LiSWA's member agencies. Projects to be funded from this reserve shall be any amounts that are capitalized on the financial statements and not those that are expensed and smaller in nature.

Target: This reserve should be set in a manner consistent with the Authority's expected capital funding needs over a 10-year capital planning horizon. Amounts in this fund will be contributed to offset the cost of expansion projects to cover the service costs related to new development. Interest earned in this reserve shall be credited to this reserve.

Reserve Fund for Bonds / Other Obligations: Some, but not all, debt instruments may require the creation of a separately held reserve equal to one of the following:

- One Year of Debt Service
- Maximum Annual Debt Service
- 1.25 Times Average Annual Debt Service
- 10.00% of Net Proceeds

These funds are sometimes held with the Fiscal Agent / Trustee as "Cash with Fiscal Agent" or may be held by the Authority in a separate fund. Any reserve fund, if required for a debt instrument, is generally used to pay the last year of debt service on the obligation. Certain obligations such as those issued by the California State Revolving Fund, United States Department of Agriculture or federal loans through the Water Infrastructure Finance and Innovation Act program may also require the funding of a debt service reserve from Operating Reserves and will be determined for each obligation on a case-by-case basis.

Target: Establish, if needed, and as approved by the Board, a debt service reserve fund per the requirements of the legal documentation such as an Installment Sale Agreement, Trust Indenture or Loan Agreement or as required by market conditions. In addition, the funding of a debt service reserve will be analyzed prior to the issuance of any obligation, based on the requirements of the legal documents as well as the preferences / requirements of the Authority staff, rating agencies and the market at the time of the issuance. Interest earned in these reserves shall be credited to these reserves.

Other Considerations

Capital Improvement Plan The purpose of the plan is to finance capital improvement projects to replace and upgrade the existing plant, facilities, equipment, and appurtenances. Projects to be funded by the plan shall be any amounts that are capitalized on the financial statements and not those that are expensed and smaller in nature. The plan should stabilize funding for capital projects by accumulating "pay-as-you-go" operating reserves to reduce reliance on debt financing but can also be used in conjunction with other funding sources. The Authority shall prepare every year a 10-year look forward for the Capital Improvement Program. The source of funding includes such items as contributions from the Operating Reserve and the Wastewater Capital Reserve Fund. Other sources may include grant proceeds and proceeds of debt obligations.

Target: The Capital Improvement Plan should be set in a manner consistent with the Authority's expected capital funding needs over the 10-year capital planning horizon. As such, the amount needed

in this fund will be subject to Board review and discussion with Authority management during the annual budget process. The appropriate level for the Capital Improvement Plan funding will be set based on the desired level of “Pay-As-You-Go” funding from the Operating Reserve in conjunction with other forms of capital funding such as grants, proceeds of debt, and restricted reserves from the Wastewater Capital Reserve Fund. Each year, the goal will be to identify and establish sufficient funding to fully pay for the projected CIP over the ensuing ten years, taking into consideration all funding sources expected and available each year.

Reserve Review Procedures

A reserve review will be done each year by LiSWA as part of the annual budget process. Any significant deviations from this reserve policy will be communicated to the Board.

A detailed reserve review will be required when a major change in conditions threatens the reserve levels established by this policy. At a minimum, LiSWA staff and the Board will do a review this policy every five years to ensure consistency with any statutory changes or changes in best practices.

Adopted by the LISWA Board of Directors this ____ day of _____, ____.



MEMORANDUM

LINCOLN-SMD1 WASTEWATER AUTHORITY

TO: **LISWA BOARD OF DIRECTORS**
FROM: **JIM MULLIGAN, GENERAL MANAGER**

DATE: **DECEMBER 12, 2025**

SUBJECT: **UNIT DEFINITION FOR COST-OF-SERVICE CALCULATION AND REPORTING
POLICY ADOPTION**

RECOMMENDED ACTION

Staff recommends the LiSWA Board consider and adopt the December 12, 2025 LiSWA Unit Definition for Cost-of-Service Calculation and Reporting Policy ("Policy").

BACKGROUND

LiSWA was established on November 30, 2022, by the execution of a Joint Powers Agreement ("JPA") between the City of Lincoln ("City") and the County of Placer ("County"), collectively the "Member Agencies". The JPA set forth that the cost of service applied to each Member Agency would be the percentage of Equivalent Dwelling Units ("EDUs") that are connected and providing flow to the Wastewater Treatment and Reclamation Facility ("WWTRF"), as more specifically explained in the JPA, Section 10 (Budget; Cost / Rate Setting).

Each Member Agency, in their own regulations or practices, define EDUs differently; therefore, it is important for LiSWA to provide a clear written criteria for counting and reporting of the units of measure for the determination of the cost of service for each Member Agency.

The Wastewater Treatment and Reclamation Unit ("WWTRU" or "TRU") will be the unit of measure for determining the cost of service to each Member Agency. For purposes of clarity, the WWTRU is synonymous to all references to EDUs in the JPA, or any other document created by LiSWA or that was used during the establishment of LiSWA.

LiSWA staff have worked with the Technical Advisory Group (TAG) comprised of staff members from each Member Agency to develop the policy that is before you. Significant effort has taken place by TAG members to discuss and refine the WWTRU Standard Factors presented in the Policy and to update and track the number of WWTRUs for each Member Agency in accordance with the Policy. Updating and tracking WWTRUs will be through use of the TRU GIS Tool developed by City of Lincoln staff specifically for this effort.

LiSWA staff are genuinely appreciative of the efforts by Member Agencies and the discussions with and directions from the Board to finalize the Policy.

TAG members have all agreed that the City of Lincoln will continue to host the GIS tool and LiSWA and County staff will have access to the tool, proving full transparency for all parties. In addition to the policy-defined quarterly WWTRU reporting from each agency, monthly TAG meetings will include WWTRU updates from each agency.

ATTACHMENTS

LiSWA Unit Definition for Cost-of-Service Calculation and Reporting Policy



**UNIT DEFINITION FOR
COST-OF-SERVICE
CALCULATION AND
REPORTING POLICY**

December 12, 2025

Unit Definition For Cost-Of-Service Calculation And Reporting Policy

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UNIT DEFINITION FOR COST-OF-SERVICE CALCULATION AND REPORTING POLICY

Adopted by the LiSWA Board of Directors on this ____ day of _____, ____.

PURPOSE

The purpose of this Unit Definition for Cost-of-Service Calculation and Reporting Policy ("Policy") is to establish the standard for calculating the units of measure to be used in determining the share of cost for the provision of wastewater services to Lincoln-SMD1 Wastewater Authority ("LiSWA") members and setting requirements for updating the units as described and defined below.

BACKGROUND

LiSWA was established on November 30, 2022, by the execution of a Joint Powers Agreement ("JPA") between the City of Lincoln ("City") and the County of Placer ("County"), collectively the "Member Agencies". The JPA set forth that the cost of service applied to each Member Agency would be the percentage of Equivalent Dwelling Units ("EDUs") that are connected and providing flow to the Wastewater Treatment and Reclamation Facility ("WWTRF"), as more specifically explained in the JPA, Section 10 (Budget; Cost / Rate Setting).

Each Member Agency, in their own regulations or practices, define EDUs differently; therefore, it is important for LiSWA to provide a clear written criteria for counting and reporting of the units of measure for the determination of the cost of service for each Member Agency.

POLICY

The Policy of LiSWA for establishing the units of measurement for the determination of the cost of service for the Member Agency is provided in three parts; (1) the Definition of Unit for Cost of Service; (2) Standard Factors for the units; and (3) the Updating and Reporting of the units.

A. Definition of Unit for Cost-of-Service

The Wastewater Treatment and Reclamation Unit ("WWTRU") will be the unit of measure for determining the cost of service to each Member Agency. For purposes of clarity, the WWTRU is synonymous to all references to EDUs in the JPA, or any other document created by LiSWA or that was used during the establishment of LiSWA.

B. WWTRU Standard Factors

The following table titled **LiSWA WWTRU STANDARD FACTORS** (“WWTRU Factors”) details the appropriate WWTRU factor for each connection into the wastewater system for the purpose of calculating the total WWTRUs contributing to the wastewater facility operated by LiSWA. Additionally, the following general criteria apply:

1. Special provisions can be made within each category where, in the judgment of the Member Agency engineer or its otherwise designated, qualified professional, application of the WWTRU Factors produce inequities or irregularities justifying revision. Prescribed connection charges apply only to the uses listed. Where multiple uses, within the meaning of the WWTRU Factors connection charge - are contained in the same structure, the engineer or its otherwise designated, qualified professional, will determine and allocate the respective square footage dedicated to each use, and will determine a composite connection charge composed of the respective connection charges for each such use.
2. Classification of shell buildings having no use when connecting to the sewage system shall be determined based on the judgment of the engineer or that Member Agency’s otherwise designated, qualified professional, based on building permit data, applicable zoning, and plans of the developer. Subsequent modifications to such buildings may result in reclassification and the assessment of additional incremental charges. No refunding of previously paid connection charges will be made where modifications are made to any structure which places it in a classification with a lower connection charge rate.
3. The engineer or that Member Agency’s otherwise designated, qualified professional, may require additional documentation, procedures, tests, or studies to appropriately classify the connection fees. Such requirements may include, but are not limited to, flow monitoring, flow equalization, installation of flow controls, special treatment, and specific discharge permitting.

LiSWA WWTRU STANDARD FACTORS	
Ordinance Code of Member Agencies' Types of Service	LiSWA WWTRU Factors ^(a)
Residential	
Single-Family Residential	1 WWTRU per dwelling unit
Multi-Family Residential (includes detached Accessory Dwelling Units)	0.714 WWTRU per dwelling unit
Duplex	0.771 WWTRU per dwelling unit
Mobile homes	0.714 WWTRU per space
RV Parks	0.357 WWTRU per space
Active Adult Residential ^(b)	0.714 per dwelling unit
Ultra Low Density	
Warehouses	1 WWTRU per 12,000 sq. ft.
Auditorium, Lodge, Meeting Hall, Library, Museum, or Funeral Home without kitchen	1 WWTRU per 12,000 sq. ft.
Auto Sales and Tire Sales	1 WWTRU per 12,000 sq. ft.
Misc. Public Buildings	1 WWTRU per 12,000 sq. ft.
Low Density	
Retail/Grocery store with less than 12,000 sq. ft.	1 WWTRU per 6,000 sq. ft.
Sports/Fitness Centers without shower and laundry	1 WWTRU per 6,000 sq. ft.
Light Industrial Manufacturing	1 WWTRU per 6,000 sq. ft.
Financial Institutions	1 WWTRU per 6,000 sq. ft.
Church without kitchen	1 WWTRU per 6,000 sq. ft.
Dry Cleaners	1 WWTRU per 6,000 sq. ft.
Medium Density	
Storage facilities	1 WWTRU per 3,000 sq. ft. of office space ^(c)
Theaters, Bowling Alley, Entertainment centers without kitchen	1 WWTRU per 3,000 sq. ft.
Auto Repair and Oil Change	1 WWTRU per 3,000 sq. ft.
Offices	1 WWTRU per 3,000 sq. ft.
Auditorium, Lodge, Church, Meeting Hall, Library, Museum or Funeral Home with kitchen	1 WWTRU per 3,000 sq. ft.
Schools/ Day Care	1 WWTRU per 3,000 sq. ft.
Retail/Grocery store with 12,000 sq. ft. or more	1 WWTRU per 3,000 sq. ft.
Massage or Physical Therapy	1 WWTRU per 3,000 sq. ft.

LiSWA WWTRU STANDARD FACTORS	
Ordinance Code of Member Agencies' Types of Service	LiSWA WWTRU Factors ^(a)
High Density	
Barber/Beauty shop, Groomer, and Nail Salon	1 WWTRU per 1,500 sq. ft.
Convenience Store or Gas Station	1 WWTRU per 1,500 sq. ft.
Medical/dental offices	1 WWTRU per 1,500 sq. ft.
Sports/Fitness Centers with shower or laundry	1 WWTRU per 1,500 sq. ft.
Heavy Industrial	1 WWTRU per 1,500 sq. ft.
Bars	1 WWTRU per 1,500 sq. ft.
Restaurants without dishwashing	1 WWTRU per 1,500 sq. ft.
Coffee Shop without food preparation	1 WWTRU per 1,500 sq. ft.
Special Commercial Users	
Hospitals	0.5 WWTRU per bed
Rest home, Convalescent hospital, Memory Care Facility	0.33 WWTRU per bed
Stand Alone Public Restroom	1 WWTRU per structure
Carwashes attached to gas stations	1 WWTRU per 800 sq. ft.
Standalone Carwashes	1 WWTRU per 200 sq. ft.
Laundromats	2/3 WWTRU per washer
Restaurants with drive throughs	1 WWTRU per 350 sq. ft.
Restaurants with dishwashing	1 WWTRU per 500 sq. ft.
Bakeries	1 WWTRU per 500 sq. ft.
Mortuaries	1 WWTRU per 250 sq. ft.
Brewery ^(d)	<p>High volume: annual production of beer in barrels * 31 gallons per barrel * 7 gallons of water used per gallon of beer produced * 0.65 gallons of wastewater produced per gallon of water used / 365 days / 190</p> <p>Low volume: annual production of beer in barrels * 31 gallons per barrel * 4.5 gallons of water used per gallon of beer produced * 0.65 gallons of wastewater produced per gallon of water used / 365 days / 190</p>
Hotel/Motel with kitchen	1 WWTRU per dwelling unit
Hotel/Motel without kitchen	0.5 WWTRU per dwelling unit

LiSWA WWTRU STANDARD FACTORS	
Ordinance Code of Member Agencies' Types of Service	LiSWA WWTRU Factors ^(a)
High Strength or High Quantity ^(e)	
Low Strength - High Quantity	$\text{gpd flows} / (((\text{gpd flows} - 25,000) / 1000) * 2.15) + 215$
High Strength	$(\text{gpd} / 215) * (0.61 + (\text{BOD} / 200) * 0.22 + (\text{TSS} / 200) * 0.17) + \text{special treatment or handling costs}$
<p>(a) A minimum of 1 WWTRU will be assigned for each connection/permit (shall not apply to residential facilities). If there are multiple businesses discharge to one connection under a single permit, each business is assigned WWTRUs either as a fraction of the minimum of 1 WWTRU per connection/permit or based on square footage, whichever is greater.</p> <p>(b) Active Adult Residentials assigned 0.714 WWTRUs per dwelling unit regardless of Land Use Code Description.</p> <p>(c) WWTRUs assigned solely based on square footage of office space.</p> <p>(d) High Volume Brewery defined as producing more than 10,000 barrels of beer per year, where one barrel equals 31 gallons. Low Volume Brewery defined as producing less than 10,000 barrels of beer per year.</p> <p>(e) High strength defined as greater than 200 mg/L of BOD or TSS. High Quantity defined as greater than 25,000 gpd.</p> <p>gpd = gallons per day mg/L = milligrams per liter BOD = Biological Oxygen Demand TSS = Total Suspended Solids</p>	

C. Updating and Reporting

The JPA established the beginning cost allocation to the Member Agencies based upon respective EDU contributions to the WWTRF. The reference of EDU in the calculation is equivalent to a WWTRU defined in this policy.

The initial cost allocation for LiSWA is based on the active connections as of 08/31/2022, as stated in the JPA and follows:

8,338 (County) WWTRUs / 22,194 (City) WWTRUs
 $8,338 + 22,194 = 30,532$ Total WWTRUs
 $8,332 / 30,532 = 27.3\%$ (County)
 $22,194 / 30,532 = 72.7\%$ (City)

With the adoption of this policy, and as approved by the LiSWA Board, the updated cost allocation for LiSWA, **effective January 1, 2026**, is as follows:

9,000.7 (County) WWTRUs
23,387.3 (City) WWTRUs
 $9,000.7 + 23,387.3 = 32,388$ Total WWTRUs
 $9,000.7 / 32,388 = 27.8\%$ (County)
 $23,387.3 / 32,388 = 72.2\%$ (City)

Each Member Agency shall provide to LiSWA at the end of each quarter of the year, or as otherwise requested by LiSWA, a report including current and new connections to their wastewater system and their associated WWTRUs for that type of connection based on the factors in the table above titled LiSWA WWTRU Standard Factors.

The first report to LiSWA shall be provided no later than April 1, 2026 , and shall account for all WWTRU's connected from the adoption of this policy to March 31, 2026.