



FAIRFIELD-SUISUN SEWER DISTRICT

Executive Committee

Jenalee Dawson,
President

Vacant,
Vice President

Alma Hernandez
Doriss Panduro

NOTICE: The Executive Committee Meeting on Monday, September 21, 2026 has been **cancelled** and rescheduled for Monday, September 14, 2026.

Executive Committee Meeting Agenda

Monday, September 14, 2026

4:00PM

Location: FSSD Board Room, 1010 Chadbourne Road, Fairfield, CA

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PUBLIC COMMENTS**

Members of the public wishing to comment on any item not on the agenda, but within the Board's jurisdiction, should notify the Board at this time. Those wishing to comment on any item on the agenda should do so at the time the item is considered. Comments may be limited to three (3) minutes, or at the discretion of the President.

4. **GENERAL MANAGER REPORT**

5. **PRESENTATIONS AND AWARDS** – None

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— End of Agenda —

The Fairfield-Suisun Sewer District will provide reasonable disability-related modification or accommodation to a person with a disability who requires a modification or accommodation in order to participate in the meeting of the Board of Directors. Please contact the District at (707) 429-8930 at least 48 hours before the meeting if you require such modification or accommodation.

Documents that are disclosable public records required to be made available under California Government Code Section 54957.5 (b)(1) and (2) are available to the public for inspection at no charge during business hours at our administrative offices located at the above address.



FAIRFIELD-SUISUN SEWER DISTRICT

September 14, 2026

AGENDA REPORT

TO: Executive Committee

FROM: Kimberly Kraft, Human Resources Manager

SUBJECT: Resolution to Establish Shift Differential for CalPERS Reporting

Recommendation: Adopt a Resolution formally establishing the District's existing shift differential for purposes of CalPERS reporting.

The Resolution confirms the following rates previously approved by the Board:

- Swing Shift: 5% of the base hourly rate for all hours worked on swing shift
- Grave Shift: 7% of the base hourly rate for all hours worked on grave shift

Background: On April 20, 2022, the Board was presented with a memorandum and approved changes to the District's shift differential from a flat hourly rate to a percentage-based differential of 5% for swing shift and 7% for grave shift.

The District is bringing the matter back to the Board to formally document the shift differential through a Resolution for purposes of CalPERS reporting.

Discussion: The proposed Resolution does not create a new benefit or change the existing shift differential rates. It formally establishes the compensation previously approved by the Board in 2022. CalPERS recognizes shift differential as a type of special compensation that may be reportable when established in accordance with applicable requirements. The Resolution will provide formal Board documentation of the District's existing shift differential for CalPERS purposes.

Fiscal Impact: There is no additional fiscal impact associated with the proposed Resolution. The shift differential was previously approved and is currently included in the District's compensation structure and budget.

Attachment: Resolution No. 2026-XX

FAIRFIELD-SUISUN SEWER DISTRICT
RESOLUTION NO. 2026-XX

A RESOLUTION ADOPTING SHIFT DIFFERENTIAL

WHEREAS, the Fairfield-Suisun Sewer District recognizes the need to provide competitive pay and benefits; and

WHEREAS, the Fairfield-Suisun Sewer District supports open and transparent reporting of employee compensation; and

WHEREAS, the Fairfield-Suisun Sewer District has updated shift-differential to 5% for swing shift and 7% for grave shift as of April 22, 2022.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE FAIRFIELD-SUISUN SEWER DISTRICT THAT:

1. The Board hereby acknowledges that the District brought this proposal to the Board at the April 2022 board meeting via memorandum.
2. The District is and has been authorized to provide a 5% shift differential for swing shift and 7% for grave shift since April 22, 2022.

PASSED AND ADOPTED this 21st day of September 2026, by the following vote:

AYES: Directors _____

NOES: Directors _____

ABSTAIN: Directors _____

ABSENT: Directors _____

President

ATTEST:

District Clerk



FAIRFIELD-SUISUN SEWER DISTRICT

September 14, 2026

AGENDA REPORT

TO: Executive Committee

FROM: Jordan Damerel, General Manager

SUBJECT: General Manager Delegated Authority Policy

Recommendation: Adopt Resolution No. 2026-XX, Policy 1070 General Manager Delegation of Authority

Background: The Board of Directors hires a General Manager to serve as chief executive officer of the District and to assume the duties and responsibilities that are customary and appropriate for the position and such additional duties and responsibilities delegated by the Board. Over the past 75 years of District history, many delegations of authority have been made to the General Manager and/or the District Engineer. These delegations can be administratively difficult to locate, track and reference.

The Board of Directors and General Manager established a performance goal for FY 2026-2027 to develop a comprehensive General Manager authority document, to allow for transparency and clarity to the Board, to the public, and to District staff, about what authority has been delegated.

Discussion: The purpose of Policy 1070 is to consolidate the General Manager's prior delegated authorities into a single, comprehensive policy document. In a few cases, staff has recommended that the delegated authority be updated for consistency with modified laws or to provide additional clarity on the authority that is granted.

The draft Policy 1070 and proposed revisions were reviewed at a Special Meeting of the Executive Committee held on August 24, 2026, and additional updates have been made to incorporate those changes.

Fiscal Impact: None

Attachments: 1 – General Manager Delegation of Authority Policy Redline Version
 2 – Resolution No. 2026-XX, Policy 1070 General Manager Delegation of Authority



FAIRFIELD-SUISUN SEWER DISTRICT

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POLICY		
Policy Number	1070	Adopted: September XX, 2026 Res No. 2026-XX
Type of Policy	1000 - General	
Policy Title	Delegation of Authority to General Manager	
Policy Description	Outlines General Manager delegated authorities	

1. Purpose

- The effective operation of the Fairfield-Suisun Sewer District (District) depends on the General Manager and authorized staff to possess sufficient authority to carry out routine and recurring operational functions, as well as emergency functions. This policy consolidates and clarifies the Board's delegation of authority to the General Manager and their designee(s) to ensure efficient, reliable, and continuous operation of the District.

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Exhibit 1 – Examples of other known Authorities (not being superseded)

Category: General

Type: 1000.1 Chief Executive Officer

Act as Chief Executive Officer; assume duties and responsibilities customary and appropriate for the position, including hiring and firing of staff; and perform additional duties and responsibilities delegated by the Board of Directors.

Category: Emergency Authorization

Type: 2000.1 Emergency Response

For the purposes of this Policy, an "emergency" is defined as a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services. In such an emergency, prompt response by the District may be required. It is good public policy for the chief administrative officer of the District to be able to take necessary action in the event of an emergency without delay and without being required to wait for the occurrence of a meeting of the Board to obtain needed authority.

In the case of an emergency as defined above, the General Manager/District Engineer is hereby authorized to repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts as may otherwise be required by law. The General Manager/District Engineer is hereby authorized, in the event of an emergency, to take any necessary action to obtain grant or relief funds to assist with emergency expenditures. The General Manager/District Engineer is hereby authorized to utilize District resources to assist other public agencies in the event of an emergency to the extent otherwise permitted by applicable law.

If the General Manager/District Engineer takes any of the actions set forth above, they shall report to the District Board at its next meeting the reasons justifying why the actions were necessary to respond to the emergency, or as otherwise required per California Public Contract Code Section 22050.

If federal, state, or other local emergency declarations provide additional authority or impose requirements, the General Manager is authorized to conduct the above activities in a manner consistent with the requirements of such declarations.

Category: Administrative

Type: 3000.1 Claims Review

The Fairfield-Suisun Sewer District is a California Special District, for which the California Legislature has prescribed a claims presentation procedure set forth in California

Government Code Section 900, et seq. The claims presentation procedure includes potential protections available to the District, subject to certain time constraints. ~~Since the District Board holds only ten regular meetings per year, the Board itself cannot always fulfill the statutory time constraints.~~ California Government Code Section 910.8 allows the District Board to delegate to staff authority to give written notice of the insufficiency of a claim presented to the District. California Government Code Section 911.3 allows the District Board to delegate to staff authority to give written notice ~~of the lateness of that~~ a claim ~~was not timely presented to the District and of the return of the late claim to the claimant without action by the District Board.~~

The General Manager or ~~his or her~~ their designee is hereby ~~granted~~ authorized to review claims presented to the District pursuant to the California Government Code, ~~and to give notice to return claims that are of~~ untimeliness, ~~and to give notice of lateness~~ and/or insufficiency in accordance with ~~applicable lawsuch code~~. The General Manager is hereby authorized and directed to do all things necessary and proper to implement this authorization.

Category: Administrative

Type: 3000.2 Hearing Officer

Pursuant to the authority of California Government Code §54739 to §54740.6, the District or District staff may issue administrative complaints, conduct administrative hearings, and/or impose civil penalties related to violations of the District's requirements concerning pre-treatment of industrial waste or prevention of the entry of industrial waste into the District's collection system or treatment works. Pursuant to California Government Code §54740.5, it is necessary that the District designate a Hearing Officer to adjudicate issues related to the assessment of civil penalties sought by such administrative complaints. Government Code §54740.5 requires that all monies collected by the District pursuant to administrative complaints shall be deposited in a special account of the District to be used for the monitoring, treatment, and control of discharges into the District's sanitation or sewer system or for similar mitigation measures.

The General Manager/District Engineer or their designee is hereby designated as such Hearing Officer. Monies collected by the District pursuant to administrative complaints shall be deposited into the Industrial Monitoring Account and shall be used solely for the monitoring, treatment, and control of discharges into the District's sanitation system or sewer system or for similar mitigation measures.

Category: Administrative

Type: 3000.3 Professional Organizations

~~The Board of Directors desires to establish certain administrative procedures to streamline District operations and minimize unnecessary paperwork. The General Manager/District Engineer is hereby authorized to obtain District Membership in professional and educational organizations in accordance with the following criteria~~

~~and procedures. Membership shall be limited to only those technical, professional, or educational organizations which are appropriate and beneficial to the District's public service responsibilities, as determined by the Executive Committee. Membership shall be limited to those organizations for which dues have been budgeted and funds are available. Membership shall be limited to organizations with annual dues no greater than \$10,000 without specific authorization of the Board of Directors. The General Manager/District Engineer is hereby authorized and directed to do all things necessary and proper to implement these administrative procedures.~~

Category: Purchasing and Procurement

Type: 4000.1 Purchasing Agent

Section 1: Definitions

- CPCC- California Public Contract Code
- ~~Amount~~ Formal bid threshold – ~~authorized in the CPCC means~~ the dollar amount established ~~authorized~~ in California Public Contract Code section 22032(c) ~~at which public projects must be let to contract by~~ for formal bidding procedures of public projects, which the District adopts as the dollar threshold for purposes of this Purchasing Policy. The formal bid threshold, ~~or such different amount as may be adopted hereafter~~ shall automatically adjust to reflect any future ~~by~~ amendment to the dollar threshold established by ~~such~~ section 22032(c).
- Equipment-Machinery, vehicles and similar mechanical articles used in the course of District business.
- General Manager-The General Manager of the District.
- Purchase-The obtaining of equipment, services or supplies for the use of the District, whether by cash, credit, lease, rental or other means.
- Supplies-All articles of ~~personal~~ property other than equipment used in the course of District business

The Board of Directors of the District (Board) appoints the General Manager, or his/her designee, to be the purchasing agent of the District. The authority and duties of the General Manager relative to purchasing include, but are not necessarily limited to:

- Purchasing in the open market, or through legal contracts of other governmental agencies, supplies, equipment and services in amounts equal to or less than the formal bid threshold, ~~authorized in the CPCC or up to the line-item budget amount where specifically identified and approved in the District's amount authorized in the annual Board adopted Budget and Long-Term Financial Plan. The General Manager is authorized to make the following purchases without respect-regard to the formal bid threshold limits above:~~

- Procurement of utility services for District facilities, including gas, electricity, water, sewer, garbage, telecommunications, etc., where a rate is established by the utility service provider(s) that serve the facility.
 - Procurement of administrative services, such as insurances (e.g, liability, property, etc., for District facilities), benefits (e.g., medical, dental, vision, life, etc., for District employees), uniform services, etc., where consistent with Board Policy.
 - Procurement of chemicals required for District operations, where an interruption in service could jeopardize the District's ability to meet permit requirements.
 - Payment of permit fees that are necessary to support District operations.
 - Payment of District membership dues to organizations where membership best serves the interests of the District.
- ~~The General Manager or his/her designee may~~ Obtaining informal bids or proposals, as applicable, for the purchase of supplies, equipment or services when the General Manager or his/her designee determines that obtaining such informal bids or proposals would best serve the interests of the District. In considering a purchase based upon such informal bids or proposals, the General Manager or his/her designee shall not be confined to a purchase based upon the lowest cost, but shall make any decision, in the exercise of his/her sole discretion, based upon what best serves the interests of the District and in conformity with applicable law.
- ~~The General Manager shall~~ Prescribing and maintaining records and forms relative to District purchases of supplies, equipment and services.
- ~~The General Manager shall also~~ Disposing efficiently and economically of supplies and equipment determined by the General Manager to be surplus, by such means as ~~he/she/they~~ determines best serves the District, including auction, sale, transfer to other public agencies, or discarding such surplus supplies and equipment.
- In the case of an emergency, ~~that requires the immediate purchase of supplies, equipment or services to address the protection of the public health or safety, the General Manager may secure in the open market supplies, equipment or services without obtaining bids or proposals, regardless of the amount of the expenditure purchasing consistent with the Emergency Authorization (section 2000.1).~~

Except in cases of emergency, the District shall not purchase supplies, equipment or services unless there exist adequate funds in the account against which the purchase is to be charged.

In procuring contracts for the construction of any unit of work, the District shall be governed by the provisions of Section 66 of the Fairfield-Suisun Sewer District Act. ~~If informal bids are solicited per CPCC section 22034, the General Manager is delegated authority to award such informal contracts that comply with the requirements of the CPCC applicable law., augmented as follows. Any contract for the construction of any unit of work in an amount greater than the amount authorized in the CPCC shall be let following notice inviting formal bids, with the procedures as prescribed by the above-~~

~~stated Section 66 and referenced code sections. As of November 24, 2008, the amount authorized in the CPCC is \$30,000.~~

Category: Purchasing and Procurement

Type: 4000.2 Change Order and Contract Amendment Approval

~~The Financial Manager shall implement and fund a contingency budget for each Board-approved construction contract, in the amount of and in addition to, ten percent of the amount of the bid award for the contract. The Financial Manager shall charge change orders on a construction contract to the aforementioned contingency budget up to the amount of such contingency budget upon approval by the District Engineer. The Financial Manager shall submit to the Board for its approval or disapproval all change orders to the aforementioned construction contract that would exceed that contract's contingency budget. As it relates to public project construction contracts, the General Manager shall:~~

- ~~1. Implement and fund a construction contingency budget for each Board-approved construction contract, in the amount of ten percent of the amount of the bid for the contract, which shall be additive to the amount of the bid.~~
- ~~2. Approve change orders within the scope of the original construction contract and charge approved change orders on a construction contract to the aforementioned construction contingency budget up to the amount of such construction contingency budget.~~
- ~~3. Submit to the Board for its approval or disapproval all change orders that would exceed the contract's construction contingency budget.~~

~~As it relates to other contracts not related to public project construction, the General Manager shall:~~

- ~~1. Implement and fund a contract contingency budget for each Board-approved contract, in the amount of ten percent of the amount of the awarded contract, which shall be additive to the amount of the awarded contract.~~
- ~~2. Approve and charge contract amendments to the aforementioned contract contingency budget up to the amount of the contract contingency budget.~~

~~4.3. Submit to the Board for its approval or disapproval all contract amendments that would exceed the contract contingency budget.~~

Category: Purchasing and Procurement

Type: 4000.3 Budget Authority

~~The Board adopts, by resolution, an annual or biennial Budget, including a 10-year Long-Term Forecast.~~

~~The General Manager is authorized to transfer budgeted appropriations between departments and programs within the same fund, subject to the following exceptions:~~

- A. Any budget adjustment that would increase the total appropriations of a fund must be submitted to the Board for approval.
- B. Any budget adjustments that would transfer appropriations between the Operating Budget and the Major Maintenance / Capital Improvement Program Budget must be submitted to the Board for approval.

Category: Personnel Actions

Type: 5000.1 Representation

~~The purpose of the action is to promote sound personnel management and to establish a uniform procedure for determining representation units, certifying employee organizations and decertifying employee organizations and resolving questions concerning representation as generally described in Government Code § 3500 et seq.~~

Section I: Definitions

- ~~Certified Employee Organization~~—an employee organization which has been certified by the Board of Directors as the exclusive representative of a Representation Unit pursuant to a secret ballot election among employees in an appropriate unit.
- ~~Decertification~~—the removal of an employee organization as the exclusive representative of a Representation Unit.
- ~~Employee~~—any individual employed by the District except those persons elected by popular vote.
- ~~Employee Organization~~—any lawful organization which includes employees of the District and which has as one of its primary purposes representing such employees in their employment relations with the District.
- ~~Managerial Employee~~
 - ~~Any employee having or exercising independent responsibility for formulating or administering District policies and programs.~~
 - ~~Any employee who has the authority to hire, transfer, suspend, layoff, recall, evaluate, promote, discharge, schedule, assign, reward, discipline, direct work or adjust grievances of other employee(s), or to recommend effectively any of the aforementioned actions.~~
- ~~Professional Employee~~
 - ~~Any employee engaged in work:~~
 - ~~Predominantly intellectual and varied in character as opposed to routine mental, manual, mechanical or physical work;~~

- ~~Involving the consistent exercise of discretion and judgment in its performance;~~
- ~~Of such a character that the output produced or the result accomplished cannot be standardized in relation to a given period of time;~~
- ~~Requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital, as distinguished from a general academic education or from an apprenticeship or from training in the performance of routine mental, manual, or physical processes; or~~
- ~~Any employee who:~~
 - ~~Has completed the courses of specialized intellectual instruction and study described above; and~~
 - ~~Is performing related work under the supervision of a professional person to qualify himself to become a professional employee as defined above.~~
- ~~Representation Unit—an appropriate grouping of employees based upon a community of interest among the employees and the efficient operation of the District. Each Representation Unit shall be entitled, if it so chooses, to select an exclusive representative pursuant to this Resolution.~~
- ~~Confidential Employee—any employee who has, as part of his/her job duties, access to confidential material regarding the operation of the District.~~

~~Section II—Employee Rights~~

~~Employees shall have the right to form, join and participate in activities of employee organizations of their own choosing for the purpose of representation on all matters of employee relations. Employees shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the District.~~

~~Section III—Certified Employee Organization's Rights~~

~~A certified employee organization shall have the exclusive right to represent employees in an appropriate bargaining unit regarding wages, hours and other terms and conditions of employment with the District, except that nothing herein shall limit the right of an employee to represent him/herself in employment.~~

~~Section IV—District Rights~~

~~The rights of the District include, but are not limited to, the exclusive right to determine the mission of the District and its departments; set its standards of service; determine the procedures and standards of selection for employment and promotion; manage its employees and its operations; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of~~

~~District operations; determine the number, location, and nature of its facilities; determine the methods, means and personnel by which District operations are to be conducted, including subcontracting; determine and redetermine the content of job classifications; take any and all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.~~

~~Section V—Petition for Recognition~~

~~A. An employee organization that seeks to become the certified employee organization in a Representation Unit shall file a Petition with the General Manager/District Engineer containing the following information and documentation:~~

- ~~a. the name and address of the employee organization;~~
- ~~b. the names and titles of its officers and authorized representatives;~~
- ~~c. a statement that the organization has as one of its primary purposes representing employees in their employment relations;~~
- ~~d. information as to whether the organization is a chapter of, local of, or affiliated directly or indirectly in any manner with any regional, state, national, or international employee organization and, if so, the name and address(es) of such organizations;~~
- ~~e. certified copies of the employee organization's constitution and bylaws and those of any organizations with which it is affiliated or otherwise associated;~~
- ~~f. a description of the Representation Unit sought to be represented by the employee organization, including relevant job classifications and/or job titles;~~
- ~~g. written proof that the employee organization has in its possession, dated within three months of the date upon which the petition is filed, evidence that not less than fifty percent (50%) of the employees in the Representation Unit wish to be represented by the employee organization;~~
- ~~h. a statement that the employee organization wishes to be certified as the exclusive representative of the employees in the unit claimed to be appropriate;~~
- ~~i. a designation of those persons, not exceeding two in number, and their addresses, to whom notice, sent by regular United States mail, will be deemed sufficient notice to the employee organization for any purpose;~~
- ~~j. a statement that the employee organization has no restriction of membership based upon race, color, creed, sex, age or national origin;~~
- ~~k. a declaration under penalty of perjury by the Chief Executive Officer of the organization stating that all of the matters set forth above are true and correct.~~

- ~~B. Any change in information required in this section shall be duly filed with the General Manager/District Engineer in the same manner as the information in the original.~~
- ~~C. The withholding or falsification of any information required by this section shall constitute reasonable grounds for the denial of or withdrawal of certification by the District.~~
- ~~D. Upon receipt of the Petition, the General Manager/District Engineer or his/her designated representative shall review the Petition to determine if the requirements set forth above have been met. The General Manager/District Engineer shall then make a determination regarding the validity of the Petition.~~
 - ~~a. If the General Manager/District Engineer determines that the Petition is not valid, the Petition shall be dismissed without prejudice to refile.~~
 - ~~b. If the General Manager/District Engineer determines that the Petition is valid, an election shall be conducted in accordance with the Election Procedure set forth in Section VIII.~~
- ~~E. In the event that the petitioner disagrees with the decision of the General Manager/District Engineer, it may appeal that decision in writing to the Board of Directors for a final review. To be timely, such an appeal must be filed within five (5) working days from the date of receipt of the decision of the General Manager/District Engineer.~~

~~Section VI – Appropriate Representation Units~~

~~The appropriate Representation Unit(s) at Fairfield-Suisun Sewer District shall be determined by the General Manager/District Engineer based upon the community of interest among the employees, the supervisory status of the employees and the efficient operation of the District. The General Manager/District Engineer shall make his/her decision after considering the position of the involved employee organization and other matters. Appeal of the decision may be made in accordance with the procedures established above.~~

~~Section VII – Unit Clarification~~

- ~~A. In the event that a certified employee organization disputes the unit placement of a new job classification, it may file a Unit Clarification Request with the General Manager/District Engineer. The Request shall include:~~
 - ~~a. the name of the job classification in dispute;~~
 - ~~b. the Representation Unit of the job classification and the unit believed to be appropriate by the employee organization;~~
 - ~~c. a concise statement setting forth the rationale for modifying unit placement.~~
- ~~B. The General Manager/District Engineer shall decide whether to grant the~~

~~request and modify the unit placement.~~

~~C. Appeal of the decision may be made in accordance with the applicable appeal procedures.~~

~~Section VIII – Election Procedure~~

~~A. The election procedure shall apply to certification, decertification and merger/affiliation elections.~~

~~B. The California State Mediation and Conciliation Service shall conduct the election.~~

~~C. All employees in the unit who were employed in the payroll period immediately preceding the date of the election agreement and who received pay from the District during the month preceding the election shall be eligible to vote, except that any employee who has resigned, retired or who was otherwise terminated or placed on indefinite layoff prior to the time of the election shall not be eligible to vote. Temporary employees of the District shall not be eligible to vote.~~

~~D. The General Manager/District Engineer or his designated representative and a representative of the employee organization shall make the arrangements for the election with the State Mediation and Conciliation Service to conduct the election. The election shall be by secret ballot, and those employees who are on vacation, leave, or otherwise unable to be present for the vote shall be provided absentee ballots.~~

~~E. Any party to the election may challenge a voter's eligibility to vote in the election by so notifying the agent from State Conciliation. If the challenged ballot(s) is sufficient to affect the results of the election, the General Manager/District Engineer and the employee organization(s) shall have thirty (30) days to file position statements with the Board of Directors regarding the challenged voter's eligibility to vote. The Board of Directors shall consider both sides and render a final decision on whether the challenged ballot(s) shall be opened and counted.~~

~~F. If the employee organization receives a majority of votes cast by the employees voting, it shall be certified by the General Manager/District Engineer as the exclusive representative of the Representation Unit. Such certification shall not preclude employees from representing themselves individually on employee relations matters of concern to them. If the election is a decertification election, the General Manager/District Engineer shall revoke the certification of the employee organization if it fails to receive a majority of votes cast by the employees voting.~~

~~G. Appeal of the decision may be made in accordance with the applicable appeal procedures.~~

~~Section IX – Decertification of an Employee Organization~~

- ~~A. A Decertification Petition alleging that the incumbent recognized employee organization no longer represents the employees in an established Representation Unit may be filed with the General Manager/District Engineer at any time after the incumbent employee organization has been recognized by the District for at least one (1) year. Such a Petition shall contain:~~
- ~~a. the name and/or a description of the established unit and the name of the incumbent employee organization sought to be decertified as the representative of that unit;~~
 - ~~b. a statement that the incumbent employee organization no longer represents the employees in the unit;~~
 - ~~• proof of employee support that at least thirty percent (30%) of the current employees in the unit no longer desire to be represented by the incumbent employee organization. Employee signatures indicating a desire to no longer be represented by the employee organization shall be dated no more than three (3) months prior to the filing of the Petition.~~
- ~~B. Upon receipt of the Petition, the General Manager/District Engineer or his designated representative shall review the Petition to determine if the requirements set forth have been met. The General Manager/District Engineer shall then make a decision regarding the validity of the Petition. The Petition shall include:~~
- ~~a. the name and/or description of the established unit and the name of the incumbent employee organization sought to be decertified as the representative of that unit;~~
 - ~~b. a statement that the incumbent employee organization no longer represents the employees in the unit;~~
 - ~~c. a statement explaining the objective considerations upon which the conclusion that the incumbent employee organization no longer represents the employees in the unit is based.~~
- ~~C. If the General Manager/District Engineer determines that there is not sufficient objective consideration to believe that the incumbent employee organization no longer represents a majority of the employees in the unit, he/she shall dismiss the Petition.~~
- ~~D. If the General Manager/District Engineer determines that there is sufficient objective consideration to believe that the incumbent employee organization no longer represents a majority of the employees in the unit, an election shall be conducted in accordance with the Election Procedure set forth above.~~

~~E. Appeal of the decision may be made in accordance with the applicable appeal procedures.~~

~~Section X – Non-Employee Access and Solicitation~~

~~Non-employee union organizers shall not be allowed in any area of District property other than the lunch/break room to meet with individual employees. The use of the lunch/break room must be consistent with its normal use by employees and members of the public. Employees shall not engage in solicitation on behalf of any employee organization during work time or at any time in work areas.~~

~~Section XI – Mergers/Affiliations~~

~~In the event that a certified employee organization either merges with or affiliates with any other employee organization, a secret ballot election shall be conducted in accordance with the provisions set forth in the Election Procedure. The newly created organization shall comply with the requirements set forth in the Petition for Recognition provisions.~~

~~Section XII – Severability~~

~~If any provision of this Resolution, or its application(s) to any person or circumstance, is held invalid, the validity of the remainder of the Resolution, or its applications to persons or circumstances other than those found to be invalid, shall not be affected.~~

Category: Personnel Actions

Type: 5000.2 Labor Negotiations

The General Manager/District Engineer is hereby appointed as Labor Negotiator to represent the District in negotiations with unrepresented employees in all classifications, and is authorized and directed to do all things necessary and proper to implement.

Category: Personnel Actions

Type: 5000.3 District Clerk

~~The enabling legislation of the District allows the District Board to appoint a Clerk. The office of Deputy District Clerk is not one created by the enabling legislation of the District but is instead one that has evolved as a matter of practice. Previously, the Board has made appointments to the office of Deputy District Clerk, but now desires to delegate to the General Manager/District Engineer the authority to appoint, relieve and accept the resignations of individuals to the office of Deputy District Clerk.~~

~~The Board hereby grants to the General Manager/District Engineer authority to appoint, relieve and accept the resignations of individuals to the office of Deputy District Clerk. The General Manager/District Engineer is hereby authorized and directed to do all things necessary and proper to implement. The General Manager is declared to be the District Clerk to carry out any functions referencing a clerk in the Enabling Act. The General Manager has the authority to appoint a Deputy District Clerk as needed to fulfill any or all of the District Clerk's responsibilities.~~

Category: Permits, Property, Projects and Connections

Type: 6000.1 Encroachment Permits & Licenses

The enabling legislation of the District allows the District Board to make and accept contracts, deeds, releases and documents that, in the judgment of the Board, are necessary or proper in the exercise of any of the powers of the District. Granting encroachment permits and licenses and entering into related agreements relative to District property and District facilities is an ordinary part of running District operations. It is appropriate to delegate to the General Manager/District Engineer the authority to grant encroachment permits and licenses and to enter into appropriate agreements effecting such grants in situations where the impact to the District will be relatively minor.

The Board hereby grants to the General Manager/District Engineer authority to grant encroachment permits and licenses relative to District property and District facilities, and to enter into appropriate agreements effecting such grants. ~~This delegation does not include authority to grant easements nor to sell or lease District property. The General Manager/District Engineer is hereby authorized and directed to do all things necessary and proper to implement.~~

Category: Permits, Property, Projects and Connections

Type: 6000.2 Construction Plans & Specifications

The Board of Directors hereby grants discretionary authority to the General Manager/District Engineer to approve plans and specifications for the construction of, or improvement to, public property. This includes the authority to approve plans, designs, design amendments, or addenda to public improvement projects.

This authority does not impact, affect, or change the Board of Directors' discretion and authority to approve projects and appropriate funding pursuant to the District's Enabling Act and other District policies.

~~The General Manager is hereby authorized and directed to take all steps necessary and proper to implement this in accordance with District policies and procedures.~~

Category: Permits, Property, Projects and Connections

Type: 6000.3 District Property Leases

From time to time in the course of business, District property is leased to other parties. Leases of District property are a minor source of income from otherwise dormant buffer property, and appropriate uses of District land by others can be beneficial to the District and the surrounding community it serves. ~~Ameri-Turf, together with its predecessors, has a number of leases with the District, entered into over the years and in need of updating. It would be useful for the General Manager to negotiate with Ameri-Turf to combine and update the leases. It would also be expedient for the General Manager to negotiate, enter~~

~~into, amend and terminate other leases for District property from time to time for uses that fit the needs of the District.~~

~~The General Manager is hereby authorized to negotiate, enter into, amend and terminate, as necessary, an updated lease agreement with Ameri-Turf to consolidate and update Ameri-Turf's and its predecessors' current leases with the District.~~ The General Manager is hereby authorized to negotiate, enter into, amend and terminate leases of District property with other parties, as comports with the District's best interests. The General Manager is hereby authorized to execute any and all documents necessary and proper to complete leases of District property if, in the judgment of the General Manager, the best interests of the District are served by the leases. ~~The General Manager is hereby authorized and directed to do all things necessary and proper to implement this resolution.~~

Category: Permits, Property, Projects and Connections

Type: 6000.4 Accepting Real Property Interests

The Fairfield-Suisun Sewer District (District), as a provider of wastewater and recycled water services, has the need to accept various easements and other interests in real property from time to time to accommodate the provision of ordinary District services. California Government Code Section 27281 and other applicable provisions of law require that deeds or grants conveying any interest in or easement upon real estate to a governmental agency for public purposes shall not be accepted for recordation without the consent of the grantee agency evidenced by its certificate or resolution of acceptance attached to or printed on the deed or grant.

For efficiency and effectiveness, the District Board has authorized the General Manager, or the General Manager's designee, to process routine transactions that are compliant with District policy, procedure or practice, and has previously granted the General Manager the authority to grant encroachment permits and licenses relative to District property and facilities. ~~Prevailing~~ Applicable law allows an agency such as the District to ~~grant to authorize~~ a District officer to accept, on behalf of the ~~District, agency~~ interests in real property conveyed by deeds or grants. Accepting interests in real property that have been dedicated in accordance with District policy, procedure or practice are considered routine and can be delegated to the General Manager or his or her designee.

The General Manager of the Fairfield-Suisun Sewer District or designee of the General Manager is hereby authorized to consent to and accept on behalf of the District interests in real property conveyed by deeds or grants. Any such action shall be reported to the Executive Committee at its next regularly scheduled meeting.

Category: Permits, Property, Projects and Connections

Type: 6000.5 Technical Standards

From time to time, developers and other persons propose conveying to the District facilities related to the collection and treatment of sewage or the provision of recycled water. The District wishes to have in place prescribed standards relative to such facilities so that the District's ownership, maintenance and/or operation of such facilities will not unduly burden the District and its ratepayers. The San Francisco Bay Regional Water Quality Control Board ~~is in the process of establishing~~ **has established new** requirements for all wastewater agencies to have the legal authority to implement design and construction standards as part of a Sewer System Management Plan. The General Manager/District Engineer of the District manages the facilities of the District, including those to be accepted from developers and other persons who propose to convey facilities to the District.

The Board hereby authorizes the General Manager/District Engineer to prescribe and enforce technical standards, including but not limited to standard specifications, for facilities related to the collection and treatment of sewage or the provision of recycled water that are proposed to be conveyed to the District for ownership, maintenance and/or operation.

Category: Permits, Property, Projects and Connections

Type: 6000.6 Development Services Agreements

The Fairfield-Suisun Sewer District provides services to developers and customers for specialized services requiring staff time and consultant costs. ~~Under Resolution No. 2022-16, the District~~ **The District periodically** adopts ~~ed~~ a development fee structure, which includes a schedule of fees for routine services to ensure that expenses related to the cost of District staff providing development services are not borne by District ratepayers. For certain development proposals, the District provides and/or contracts for services that are beyond the scope of the routine services included in the schedule of fees ~~under Resolution No. 2022-16~~. Entering into Development Services Agreements regarding development projects for properties that fall completely within the District, in accordance with District policy, procedure, and practice, is considered routine and can be delegated to the General Manager or their designee.

The General Manager, or their designee, is hereby authorized to consent to, execute, and amend on behalf of the District, Development Services Agreements that meet the following conditions:

- A. the proposed development is fully located within the District's boundary, and would be required to connect to the District's facilities if it is built;
- B. District staff notify the planning department of the city in which the proposed development is located that it is entering a Development Services Agreement with the specific developer for the specific project, and endeavors to coordinate technical feedback to the developer with city staff;
- C. the District's costs are fully recovered through the Development Services Agreement and there is no fiscal impact of conducting the planning study, and indemnity is provided to the District by the developer; and

- D. the terms of the Development Services Agreement are agreeable to the General Manager and District Counsel.

All Development Services Agreements executed under ~~the~~~~this~~ authority ~~granted by this Resolution~~ shall be reported to the Executive Committee of the Board of Directors at their next regularly scheduled meeting. Development Services Agreements regarding projects that are situated partially or completely outside of the District at the time of execution, or do not otherwise meet the conditions ~~above of this Resolution~~, shall require Board approval prior to execution.

Category: Permits, Property, Projects and Connections

Type: 6000.7 CEQA

The Fairfield-Suisun Sewer District (District) is required to adopt procedures for administrating its responsibilities under the California Environmental Quality Act (CEQA); ~~and WHEREAS, the District may meet its requirements by adopting the State CEQA Guidelines (Guidelines) by reference and by further adopting specific procedures needed to tailor the Guidelines to the District's operations.~~

Section 1.

The State CEQA Guidelines effective as of November 25, 2013, and as the Guidelines may be amended thereafter, as currently found in Title 14, Section 15000 et seq. of the California Code of Regulations, are hereby ~~adopted. adopted and by this reference incorporated into this Resolution as though fully set forth herein.~~

Section 2.

- A. The District hereby determines that there are two actions in addition to those ministerial projects set forth in the Guidelines which the District routinely undertakes which amount to ministerial projects, namely, the issuance of Wastewater Discharge Permits, Recycled Water Permits, and Storm Water Discharge Permits. Otherwise, the General Manager of the District may determine what is a ministerial project on a case-by-case basis, which may be followed by District Board determination.
- B. The District hereby determines that the establishment, modification, structuring, restructuring or approval of rates, tolls, fares or other District charges, except for rate increases to fund capital projects for the expansion of the District's wastewater conveyance or treatment, storm water conveyance, or recycled water production or distribution systems, are exempt activities pursuant to CEQA Guidelines Section 15273.
- C. The District Board hereby determines that the operation, repair, maintenance or minor alteration of the District's administrative facilities; wastewater treatment plant; sewers and appurtenances; storm drains, pipes, channels, other conveyance facilities for storm water and appurtenances; pumping stations and appurtenances; and recycled water facilities are exempt activities pursuant to CEQA Guidelines Section 15301, so long as such operation, repair, maintenance

or minor alteration involves negligible or no expansion of use beyond that previously existing.

- D. The District Board hereby determines that the replacement or reconstruction of existing facilities comprising the District's administrative facilities; wastewater treatment plant; sewers and appurtenances; storm drains, pipes, channels, other conveyance facilities for storm water and appurtenances; pumping stations and appurtenances; and recycled water facilities are exempt activities pursuant to CEQA Guidelines Section 15302, so long as such replacement or reconstruction is for structures or facilities where the new structure or facility will be located on the same site as the old, and will have the same purpose and capacity as the structure or facility replaced.
- E. The District Board hereby determines that the construction and location of limited numbers of new, small facilities or structures necessary or advisable for the provision of wastewater, recycled water or storm water related services, and the installation of small, new equipment and facilities in small structures for the provision of such services are exempt activities pursuant to CEQA Guidelines Section 15303, so long as such location and construction is in accordance with Section 15303 and successive projects consisting of such construction and location or installation of the same type in the same place over time do not result in significant cumulative impact. This exception shall not apply where a project may impact upon an environmental resource of hazardous or critical concern where designated, precisely mapped and officially adopted pursuant to law by federal, state or local agencies.
- F. The District Board hereby determines that minor alteration in the condition of land, water and/or vegetation which do not involve the removal of mature scenic trees, such as new landscaping of District facilities; minor trenching and backfilling where the surface is restored; and maintenance dredging where the spoil is deposited in a spoil area authorized by all applicable state and federal regulatory agencies, are exempt activities pursuant to CEQA Guidelines Section 15304, so long as successive projects consisting of such alteration of the same type in the same place over time do not result in significant cumulative impact. This exemption shall not apply where a project may impact upon an environmental resource of hazardous or critical concern where designated, precisely mapped and officially adopted pursuant to law by federal, state or local agencies.
- G. The District Board hereby determines that basic data collection, research, experimental management and resource evaluation activities such as soils coring, potholing, flow monitoring, and wastewater monitoring are exempt activities pursuant to CEQA Guidelines Section 15306 so long as such activities do not result in a serious or major disturbance to an environmental resource, and so long as successive projects consisting of such data collection, research, experimental management, or resource evaluation activities of the same type in the same place over time do not result in significant cumulative impact. This exception shall not apply where a project may impact upon an environmental resource of hazardous or critical concern where designated, precisely mapped and officially adopted pursuant to law by federal, state or local agencies.
- H. The District Board hereby determines that District inspections of District construction projects, or inspections made pursuant to the Wastewater Discharge Ordinance (Ordinance No. 2008-03 and as amended or superseded) or the Storm

Water Discharge Ordinance (Ordinance No. 93-6 and as amended or superseded), are exempt activities pursuant to CEQA Guidelines Section 15309.

- I. The District Board hereby determines that the enforcement and abatement mechanisms which the District is authorized to undertake under the Wastewater Discharge Ordinance (Ordinance No. 2008-03 and as amended or superseded) and the Storm Water Discharge Ordinance (Ordinance No. 93-6 and as amended or superseded) are exempt activities pursuant to CEQA Guidelines Section 15321.
- J. The District Board hereby determines that the disconnection of any premises from the District's sewer system and the abatement of nuisances related to non-connection or disconnection, as authorized by the Sewer Capacity and Service Charge Ordinance (Ordinance No. 05-01 as amended by Ordinance No. 2013-02 and as may be additionally amended or superseded), and the disconnection of any person from the District's sewer system, as authorized by the Wastewater Discharge Ordinance (Ordinance No. 2008-03 and as amended or superseded), and the disconnection of any person from the Community Storm Water Drainage System, as authorized by the Storm Water Discharge Ordinance (Ordinance No. 93-6 and as amended or superseded), are exempt activities pursuant to CEQA Guidelines Section 15321.
- K. The District Board hereby determines that the normal operations of District facilities for public gatherings, such as public meetings at the District administrative facilities, are exempt activities pursuant to CEQA Guidelines Section 150323.
- L. The District Board hereby determines in accordance with CEQA that none of the otherwise categorically exempt activities shall be exempt from the provisions of CEQA if there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances, where a project may cause a substantial adverse change in the significance of a historical resource, or where a project is located on a site located on any list compiled pursuant to Section 65962.5 of the Government Code.

Section 3.

The following delegation of responsibility is made pursuant to Section 15025 of the Guidelines.

- A. The General Manager of the District, or his or her designee, shall be responsible for the following functions:
 - a. Determining whether a project is exempt.
 - b. Conducting an initial study and deciding whether to prepare a draft EIR or Negative Declaration.
 - c. Preparing a Negative Declaration or EIR.
 - d. Evaluating and preparing responses to comments on environmental documents.
 - e. Filing of notices.
 - f. Consulting with and obtaining comments from other public agencies and members of the public, as the General Manager or his or her designee deems appropriate and as required by law, with regard to the environmental effects of projects.

- g. Providing adequate comments on environmental documents which are submitted to the public agency for review.
- h. Administering monitoring or reporting programs adopted by the District Board related to required revisions and mitigation measures.

Section 4.

- A. The public review period for draft EIRs referred to in Section 15087(e) of the Guidelines shall be 30 days, with starting and ending dates as stated in the notice of availability of draft EIR, except that the General Manager may extend that period for an additional 30 days when he or she determines that the draft EIR is unusually complex or lengthy or that the additional time is necessary to allow the public adequate time to review and comment upon the draft EIR. When a draft EIR is submitted to the State Clearinghouse for review by State agencies, the public review period shall not be less than 45 days, unless a shorter period, not less than 30 days, is approved by the State Clearinghouse. Day one of the State review period shall be the date that the State Clearinghouse distributes the document to State agencies.
- B. The public review period for Negative Declarations shall be 20 days, with starting and ending dates as stated in the Notice of Intent to Adopt Negative Declaration, or such other period as is provided by law, unless in the cases when Negative Declarations are submitted to the State Clearinghouse for review by State agencies, when the public review period shall be not less than 30 days, unless a shorter period, not less than 20 days, is approved by the State Clearinghouse. Day one of the State review period shall be the date that the State Clearinghouse distributes the document to State agencies.
- C. The public review period for draft EIRs and Negative Declarations submitted to the State Clearinghouse for review by State agencies shall be at least as long as the review period established by the State Clearinghouse. In the event a Negative Declaration is substantially revised after public notice of its availability has been given but prior to its adoption, the Negative Declaration shall be recirculated pursuant to the procedures and for the time periods set forth in this Section. The General Manager may submit written requests for shortened review periods to the State Clearinghouse.

Section 5.

The General Manager or his designee shall compile a list of public agencies which have jurisdiction by law and/or special expertise with respect to various projects and project locations (Section 15087(h), Guidelines). Depending upon the specific project and the requirements of law, some or all of the listed agencies must be given the opportunity to review and comment upon a draft EIR.

Section 6.

The District's Board of Directors shall be responsible for determining the adequacy of an EIR or Negative Declaration.

Section 7.

To the extent a District website is available, notices of availability of draft EIRs, notices of intent to adopt Negative Declarations, and notices of public meetings or hearings where an EIR, Negative Declaration or Notices of Exemption may be acted upon may be posted on such website.

Section 8.

This ~~Resolution-Policy~~ is intended to govern certain procedures pursuant to which the District will prepare, process and review environmental determinations required by CEQA. CEQA and the Guidelines will govern all substantive issues related to environmental determinations and procedures not addressed by this ~~Resolution-Policy~~. Where the contents of this ~~Resolution-Policy~~ conflict with CEQA or the Guidelines, CEQA or the Guidelines shall control.

DRAFT

Exhibit 1 - Examples of other known Authorities

Category	Delegated Authority / Action	Source
Human Resources		
	Short-Term Disability Program Administrator	
	CalPERS Designated Person	
	Cafeteria Plan Administrator	
Ordinances		
	Carry out the provisions of the Sewer Capacity Charge and Sewer Service Charge Ordinance.	Ordinance 2024-01
	Administer general authorities based on the Storm Water Discharge Ordinance.	Ordinance 1993-06
	Perform certain duties and responsibilities under the Wastewater Discharge Ordinance.	Ordinance 2017-01

FAIRFIELD-SUISUN SEWER DISTRICT
RESOLUTION NO. 2026-XX

**A RESOLUTION ADOPTING GENERAL MANAGER DELEGATION OF AUTHORITY
POLICY 1070**

WHEREAS, the Board of Directors of the Fairfield-Suisun Sewer District ("District") are responsible for establishing policy and providing governance and oversight of District operations; and

WHEREAS, over time the Board has delegated certain administrative and operational authorities to the General Manager through various resolutions and Board actions; and

WHEREAS, these delegated authorities have been adopted over multiple years and are contained in various resolutions, making them difficult to locate, track, and reference; and

WHEREAS, Policy 1070, General Manager Delegation of Authority, provides a centralized reference for the Board of Directors, General Manager, and District staff regarding prior authorities delegated by the Board. This policy consolidates prior delegated authorizations, supersedes prior authorizing resolutions, and includes some updates for clarity or consistency.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE FAIRFIELD-SUISUN SEWER DISTRICT THAT:

1. The District hereby adopts the attached Policy 1070, General Manager Delegation of Authority.
2. The General Manager is authorized and directed to take all steps necessary and proper to implement this resolution.
3. This Resolution No. 2026-XX supersedes resolutions: 2026-17, 2021-10, 2013-10, 2009-13, 2008-20, 2007-33, 2007-19, 2006-08, 2005-04, 2004-21, 2004-18, 1997-10, 1994-38, 1994-33, 1993-18, 1986-10, and 1984-08.

PASSED AND ADOPTED this 21st day of September 2026, by the following vote:

AYES: Directors _____

NOES: Directors _____

ABSTAIN: Directors _____

ABSENT: Directors _____

President

ATTEST:

District Clerk



FAIRFIELD-SUISUN SEWER DISTRICT

September 14, 2026

AGENDA REPORT

TO: Executive Committee

FROM: Jordan Damerel, General Manager

SUBJECT: Consider Approval of Term Sheet with CCI BioEnergy

Recommendation: Authorize General Manager to execute a Term Sheet with CCI BioEnergy (CCI) to explore development of an organics receiving and pretreatment facility at the District's wastewater treatment plant.

Background: CCI approached the District in 2023 to explore the development of an organic feedstock processing facility at the District's wastewater treatment plant property. CCI possesses a proprietary pre-processing technology that removes the majority of non-organic contamination from organic feedstock streams (e.g., collected food waste or food manufacturing waste). Contamination could include pieces of plastic, metal, glass, or other debris that ends up in the same bin as the organic waste but is non-biodegradable and non-beneficial.

The District has been evaluating implementation of a high strength organic waste receiving program that would inject organic materials into the District's anaerobic digesters, producing biogas that can be used to generate on-site, renewable electricity. This would be similar in nature to the organic hauled waste that the District already receives from Jelly Belly Candy Company and Producers Dairy, but at a greater scale. Implementing CCI's technology as a part of a high strength waste receiving program could offer several benefits to the District, including:

- Outsourcing the solicitation and receiving of organic materials;
- Offsetting the significant operational and maintenance costs typically associated with de-packaging, de-contaminating, and pumping high strength organic waste; and
- Reducing anaerobic digester cleaning costs typically associated with a high strength organic waste receiving program.

In September 2024, the District and CCI executed a Memorandum of Understanding (MOU) to investigate a land lease of District property for development of an organic feedstock processing facility. In the past two years, CCI has conducted additional planning and pre-design evaluations to examine the market for organics in the area, the utilities and space available for a facility at the District's wastewater treatment plant, and high-level initial costs. The current MOU expires on September 30, 2026.

Discussion: Based on preliminary discussions and analysis, both the District and CCI expect a mutually beneficial project is possible. The next step will require CCI to commit to design and permitting costs, and the parties wish to re-affirm their mutual commitment to project development.

District and CCI staff have negotiated a Term Sheet (Attachment No. 1) which provides an overview and goals of the project, some expectations about ownership and obligations, a multi-phase approach to ensure that the project is developed sustainably, and some preliminary financial terms that would be included in a future Lease Agreement. Upon execution of this Term Sheet, CCI will commence engineering the facility, to ensure compatibility and feasibility with the District's operations. If the project is deemed feasible and both parties desire to move forward, a Lease Agreement will be developed that documents the final decisions, which will be brought to the Board for approval.

With this Term Sheet, the District is committing to negotiate project development in good faith with CCI, and to support CCI's engineering effort with data, drawings, and permitting assistance. CCI is committing to advance project development engineering, to reimburse FSSD for consultancy costs that may be required to support permitting or environmental review for the project. CCI will also meet the District's insurance requirements and will evaluate how to mitigate potential nitrogen contributions to the District's wastewater treatment plant.

Fiscal Impact: There are no fiscal commitments being made as part of this Term Sheet, aside from some in-kind staff time to evaluate and coordinate with CCI during their engineering phase. The Term Sheet outlines some future fiscal terms, including a Lease Fee and Cost Sharing Agreement, but those would be further documented in a Lease Agreement that would be brought to the Board for approval.

Attachments: 1 – Draft Term Sheet with CCI BioEnergy



FSSD & CCI BioEnergy Co-Digestion Project

Term Sheet

In Partnership With



+1-888-308-0093
3495 Rebecca Street, Unit 203
Oakville, ON L6L 6X9
www.ccibioenergy.com

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2026.09.01 Draft Term Sheet V6

1. Parties	Fairfield- Suisun Sewer District (FSSD) and CCI US CORPORATION (CCI)
2. Project Title	FSSD & CCI BioEnergy Co-Digestion Project (the "Project")
3. Project Overview	The Project consists of a phased approach. The First Phase (Phase 1) is the development, construction, installation, and operation by CCI of an organics receiving and pre-processing demonstration unit located on property owned by FSSD and integrated with FSSD's wastewater treatment operations. Upon the effective date of this Term Sheet, the parties will commence a Phase 1 development period (the "Phase 1 Development Period"). During this period, CCI and FSSD will advance the design and engineering of the demonstration unit, evaluate utility requirements and interconnections, coordinate tie-in requirements, advance applicable permitting activities, assess impacts on FSSD operations and infrastructure, and complete other feasibility and development activities necessary to define the Project. Once the parties determine that the design, utility and interconnection requirements, permitting activities, and other material development matters have progressed sufficiently, the parties intend to negotiate and enter into a definitive agreement (the "Final Agreement"). The Final Agreement will establish the terms governing Phase 1 construction, installation, leasing, operation, and integration with FSSD's facilities. Construction, installation, and operation of the Phase 1 facility will not commence until authorized under the Final Agreement and all required approvals and permits have been obtained. During operation, the facility will process organic materials and prepare feedstock suitable for co-digestion in anaerobic digesters owned and operated by FSSD. FSSD will continue to own and operate its wastewater treatment plant and anaerobic digestion systems. The parties will coordinate

	operations to enable the use of available digester capacity for co-digestion and the production and utilization of biogas and related energy products. CCI will operate as an independent facility owner and operator located within the FSSD site under the terms of the Final Agreement. Phase 2 consists of the potential development of a full-scale facility outside the fenced treatment plant area on property owned by FSSD. Phase 2 feasibility, development conditions, and commercial terms will be investigated during Phase 1, but construction and operation of Phase 2 will remain subject to further agreement between the parties and all required approvals.
4. Background and Basis for the Project	<u>REGULATORY FRAMEWORK</u> The parties desire to establish a commercial arrangement under which CCI will, through a phased approach, initially develop and operate an organics pre-processing demonstration unit and potentially develop a full-scale solution at the FSSD properties and coordinate with FSSD to enable co-digestion and energy production. <u>FSSD</u> a. FSSD owns and operates a wastewater treatment facility that includes anaerobic digestion infrastructure for the treatment of wastewater sludges and the production of biogas. b. FSSD has current biogas utilization infrastructure, including gas conditioning, cogeneration engine, exhaust treatment, and power infrastructure, that allows for beneficial reuse of biogas. c. FSSD seeks to enhance the performance and utilization of its digestion infrastructure. <u>CCI</u> a. CCI seeks to develop and operate an organics processing solution integrated with FSSD's operations. b. CCI owns intellectual property and has designed and developed proprietary processes, equipment, and products that remove physical contaminants and

	convert discarded organics from waste and sludges from wastewater processes into renewable energy and other products.
a. Project Goals	<u>PROJECT GOALS</u> <u>FSSD</u> 1. To continue its operations without issues or interruptions caused by the Project. 2. To reduce FSSD's carbon footprint. 3. To comply with applicable regulations, including San Francisco Bay Regional Water Quality Control Board Order No. R2-2024-0013. 4. To optimize digester operations. 5. To achieve long-term energy neutrality for its treatment operations. 6. To establish benefits for ratepayers. <u>CCI</u> 1. To design, build, own and operate its CCI technologies at the FSSD facility. 2. To lease and use certain FSSD assets. 3. To receive and process unprocessed and pre-processed pumpable sludges and organics materials from third-parties into clean feedstock for co-digestion and the production of biogas. 4. To receive and process up to 20,000 tons of additional third-party pumpable organics during Phase 1. 5. To demonstrate the unit's contaminant removal capabilities. 6. To optimize the use of assets, working closely with FSSD. 7. To produce and market energy products in future phases. To investigate the feasibility of and prepare for Phase 2 during Phase 1, with Phase 2 construction and operation subject to further agreement between the parties and all required approvals.

b. Description of the Project	<u>APPROACH</u> 1. The parties acknowledge that the overall concept for the Project is a phased approach to developing sludge and organics processing and co-digestion capacity at the FSSD site. 2. Phase 1 will proceed in two stages: a. Phase 1 Development Period: Beginning upon the effective date of this Term Sheet, CCI and FSSD will advance design and engineering, permitting coordination, utility and interconnection planning, operational impact assessment, and other feasibility and development activities necessary to define the demonstration facility and prepare the Final Agreement. b. Phase 1 Lease and Operating Term: Subject to execution of the Final Agreement and receipt of all required approvals and permits, CCI will construct, install, own, and operate an organics receiving and pre-processing demonstration unit integrated with FSSD's wastewater treatment operations, including digester feeding, energy conversion, and residuals and digestate management. 3. CCI will receive and process: a. Third-party qualifying pre-processed pumpable organics into clean slurry (Appendix D). b. FSSD Utility Water (see Item 5(c)). 4. CCI will a. Use FSSD Land as per Appendix A. b. Evaluate, as part of the Phase 1 design and engineering activities, the impact of the Project on FSSD operations and infrastructure, including process water requirements, hydraulic flows and pressures, treatment plant operations, nutrient loading, power systems, utility demand, digester integration, and any other operational or infrastructure impacts reasonably identified during the design process. c. Use and modify FSSD's existing Organics Receiving and Storage Reactors, subject to FSSD approval.
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- d. Use FSSD site as required.
- e. Use qualified and FSSD-approved external experts for permitting, design, installation, commissioning.
- f. Install CCI Receiving, Pulper Compact Processing and Degritting Solution at FSSD site (Appendix B) as per stamped drawings and as permitted.
- g. Connect its systems to FSSD systems as needed.
- h. Prepare and provide, as required for the Project, all relevant engineering, operational, commissioning, start-up, health and safety, maintenance, training, and related plans and documentation necessary for the design, installation, commissioning, operation, and integration of the CCI systems with FSSD operations.
- i. Use offices under an arrangement similar to Lystek.
- j. Feed processed organics to and use available capacity in existing digester being used by FSSD currently.
- k. Provide additional biogas to FSSD sufficient to generate up to 300 kW of electricity, with excess biogas to be flared as needed. The actual amount will be determined after the CHP system is operational.
- l. Manage digestate from sludges and organics processing.

5. FSSD will

- a. Provide access to reactors, equipment, site and site access as needed and agreed between FSSD and CCI (Appendix E).
- b. Provide utilities to CCI and other equipment as required.
- c. Provide process water as required.
- d. Operate the digesters and record performance as required.
- e. Receive and beneficially use additional biogas sufficient to generate up to 300 kW of electricity, subject to the available capacity of FSSD's CHP system. The actual amount will be determined after the CHP system is operational.
- f. Receive biogas and flare excess as needed.

	g. Process excess digestate from additional organics processing. 6. Parties will: - Cooperate and share benefits as per this Term Sheet, subject to Final Agreement. - Cooperate on potential grant opportunities. - Work with Hazen on nutrient management impact modelling. - Investigate the feasibility of and advance appropriate development activities for Phase 2 in parallel with Phase 1. Construction and operation of Phase 2 will remain subject to further agreement between the parties and all required approvals.
c. Targeted Performance Criteria	TARGETED PERFORMANCE CRITERIA Not applicable
d. Lease	PHASE 1 LEASE TERMS (TO BE FINALIZED IN THE FINAL AGREEMENT) The following provisions reflect the parties' current intentions for the Phase 1 lease and will be further defined in the Final Agreement. - Parties will enter into a 5-year Lease Agreement, with the opportunity to renew under similar terms for another 5-year term, the latter subject to progress towards Phase 2 work. - CCI will be allowed to, at its cost, design, build, own and operate a CCI organics receiving, pre-processing demonstration unit required at the FSSD site. The property, existing infrastructure assets will always remain the property of FSSD and CCI will only retain ownership of the capital assets and equipment provided by CCI. - Unless otherwise agreed, CCI will be responsible for all Phase 1 related capital works and improvements to build and connect the CCI facility in the designated areas as in Appendix E.

	4. The Project will utilize as much as possible existing FSSD infrastructure (roads, different building, utilities etc., details to be agreed upon). 5. FSSD shall have the right of review and approval of all the capital works being proposed by CCI, such approval not unreasonably withheld. 6. CCI will pay for special and supplementary maintenance and/or equipment replacement of the CCI operation related equipment/infrastructure. 7. The parties will agree on terms and conditions for FSSD option to acquire the unit in case Phase 2 is not executed and Phase 1 is terminated.
e. Permitted Use	1. Subject to the Final Agreement, the Lease shall permit CCI to use the agreed portion of the land and infrastructure to develop, construct, and operate the solutions and related improvements as required to successfully execute the Project, as described under Section C Project Overview.
f. Permits and Approvals	1. CCI will be responsible for all out-of-pocket third-party permitting costs associated with new capital works and incoming feedstock. 2. FSSD will support and work together with CCI on required permitting.
5. Operations	Phase 1: 1. Unless otherwise agreed, CCI will be the primary operator for the CCI treatment demonstration unit under normal operations during all phases of the Project. CCI will be responsible for all costs and will have staff on-site for oversight and for all activities such as off-site trucking of Residual Waste, including administrative and other related activities associated with the new facility. 2. CCI will be responsible for training, oversight and performance for its systems. 3. CCI acknowledges and agrees that FSSD makes no representation or guarantee regarding the availability

	or operational status of FSSD's anaerobic digesters, cogeneration engines, or any related or ancillary equipment. - CCI shall bear all risk associated with any unavailability, outage, maintenance, operational constraint, or other conditions that prevent or limit FSSD's ability to receive, process, or utilize organic feedstock supplied by CCI, provided that FSSD will use commercially reasonable efforts in connection with its ongoing operations. - FSSD shall not be liable for any costs, losses, damages, or operational impacts arising from such unavailability, including any inability to process CCI's organic materials.
6. Costs and Fees	Phase 1: CCI Will Pay - A lease fee of \$ 1 annually. - Organic Feedstock Sharing fee of 30% of the CCI contracted feedstock gate fee. - For electrical power consumed by CCI equipment as related to extra organics feedstock processing in accordance with the applicable PG&E rate schedule or such rate assigned by FSSD, as negotiated and agreed by the parties. - For residual waste disposal costs from CCI processing. - For insurance as required by FSSD. - For health and safety and other training as required. - For employees to operate CCI equipment and operations, unless otherwise agreed upon. - For management of incoming feedstock. - For FSSD consultancy costs as related to Phase 1 and Phase 2 in case Phase 2 is not executed. FSSD Will Pay - Site and process related costs not included in CCI's costs. - A 50% share of the value of additional electricity generated from CCI-supplied feedstock above the

	baseline established during CHP commissioning, calculated in accordance with the applicable PG&E rate schedule or another rate mutually agreed by the parties. FSSD and CCI 1. FSSD and CCI will work with Hazen to identify and confirm sidestream nutrient loading impacts and actions needed with parties acting reasonably.
7. Purpose and Use of the Term Sheet	This Term Sheet records the parties' current understanding of the proposed Project and authorizes the parties to proceed with the Phase 1 Development Period, including design and engineering, permitting coordination, utility and interconnection planning, operational impact assessment, and preparation of the Final Agreement. Except for Sections 13 (Confidentiality), 14 (Exclusivity), and 15 (Publicity), which are intended to be binding, this Term Sheet does not authorize construction, installation, or operation of the Project and does not obligate either party to enter into the Final Agreement. Construction, installation, leasing, and operation will be subject to the Final Agreement, all required permits and approvals, and any additional approval required by the respective Boards of the parties.
8. Term of This Term Sheet	This Term Sheet will become effective upon execution by both parties and will remain in effect until the earliest of: a. Execution of the Final Agreement, at which time the Final Agreement will supersede this Term Sheet, except for any provisions expressly stated to survive; b. CCI's failure to execute at least one initial feedstock agreement before commencing Project-related site work or installing machinery and equipment; or c. Upon mutual written agreement of the parties.

9. Phase 1 Development, Lease and Operating Term	The Phase 1 Development Period will commence on the effective date of this Term Sheet and will continue until execution of the Final Agreement or earlier termination of this Term Sheet in accordance with Section 8. The construction, installation, and operational portion of Phase 1 will commence only after execution of the Final Agreement, receipt of all required permits and approvals, and satisfaction of any other conditions established in the Final Agreement. The five-year Phase 1 Lease and Operating Term will commence upon CCI's first receipt or processing of organic material at the Phase 1 demonstration facility, unless otherwise agreed in the Final Agreement. No later than twelve (12) months prior to expiration of Phase 1, the parties shall negotiate in good faith any future development of the Project, which may include: 1. Advancement to Phase 2 of the Project, subject to satisfaction of the Phase 2 development conditions set forth in the Final Agreement. 2. Extension of Phase 1 for an agreed period under mutually agreed terms; or 3. Termination of Phase 1 and implementation of the applicable termination and asset disposition provisions of the Final Agreement. If the parties do not agree to advance to Phase 2 or extend Phase 1 prior to expiration of the Phase 1 Term, Phase 1 shall terminate automatically upon expiration of the Phase 1 Term. Upon expiration or termination of Phase 1, and unless the parties agree otherwise in writing or FSSD exercises its option to acquire the Project assets at costs to be agreed upon, CCI shall, at its sole cost and expense, remove all CCI facilities and restore the site to substantially its original condition, and any assets remaining by mutual agreement shall become the property of FSSD, with FSSD entitled to draw upon CCI's financial assurance if restoration is not completed.
---	---

10. Future Development Options	The parties acknowledge that the long-term concept for the Project includes additional development phases beyond Phase 1, including expansion of organics processing capacity or additional facilities ("Phase 2"). CCI shall have the exclusive right, but not the obligation, to develop Phase 2. For purposes of this Term Sheet, Phase 2 shall be deemed to be under development when both of the following conditions have been achieved: 1. Required permitting for Phase 2 facilities is actively underway, including submission of material permit applications to the relevant regulatory authorities; and 2. Financing for Phase 2 has been secured, including binding commitments sufficient to proceed with development. If CCI has not commenced development of Phase 2 during Phase 1 or any extension, FSSD shall have the right, at its sole discretion, to independently develop additional organics processing or co-digestion capacity at the FSSD site, either directly or through third-parties.
11. Insurance and financial security	CCI will obtain insurance in conformity with reasonable FSSD requirements. In addition to insurance requirements, CCI shall provide and maintain, for the duration of the Project, and any decommissioning period, a financial security in the amount of 10% of the costs for equipment, sufficient to remove the CCI processing assets/units in case of termination/ discontinuation of the Project.
12. Default, Remedies, Damages	The parties intend to work cooperatively and in good faith to address any operational, commercial, or contractual issues that may arise in connection with the Project. In the event of a default or failure to perform by either party, the parties shall make reasonable efforts to resolve such matters through discussion, coordination, and mutually

	agreed corrective actions prior to exercising any formal remedies. The specific rights, remedies, cure periods, damages provisions, and enforcement mechanisms applicable to default shall be further defined and agreed upon in the definitive agreements governing the Project. Nothing in this Term Sheet is intended to fully define or limit the remedies that may be available to either party under the Final Agreement.
13. Confidentiality	Each of the parties shall, and shall cause their respective affiliates to, hold, and shall use its reasonable best efforts to cause its respective directors, officers, employees and professional advisors (the "Representatives") to hold, in confidence any and all information, whether written or oral, concerning the Project, except to the extent that the recipient can show that such information (a) is generally available and known by the public through no fault of the disclosing party or its Representatives, or (b) is lawfully acquired by the recipient, any of its affiliates or their respective Representatives from sources that are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation.
14. Exclusivity	FSSD will commit to not developing another third-party project that is in direct competition with CCI. Lystek's organics processing activities existing as of the effective date of this Term Sheet are excluded from this restriction.
15. Publicity	1. CCI ensures client confidentiality by refraining from publishing results without approval. All publicity, online or otherwise, will be conducted with explicit client consent. We plan to feature contract success on our website, social media, and other adjacent media platforms, subject to client approval. 2. FSSD and CCI will jointly cooperate on authoring articles and co-presenting results at conferences and relevant industry events, subject to client approval.

Agreed upon by:

Fairfield Suisun Sewer District (FSSD)
By:

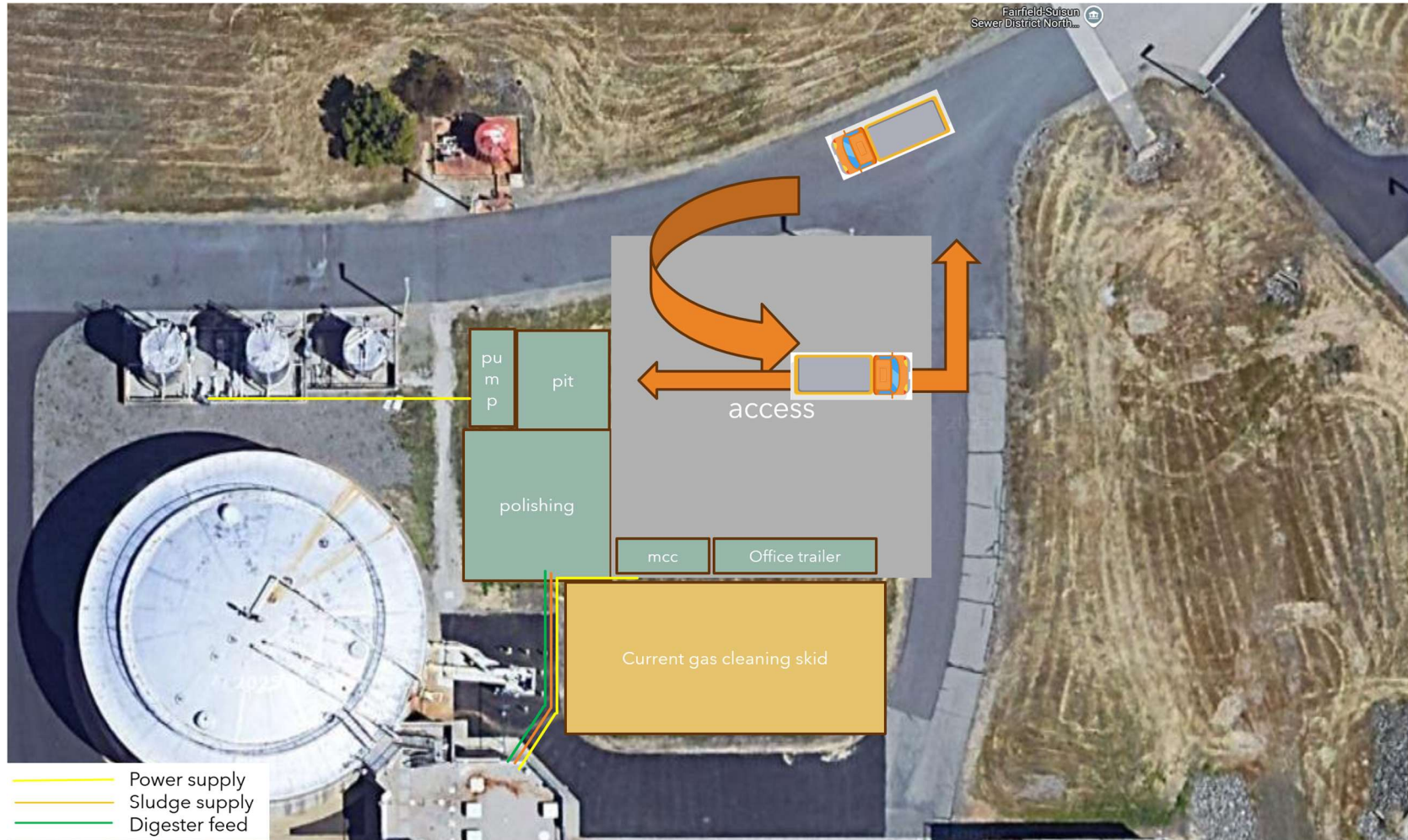
Name: Jordan Damerel
Title: General Manager

CCI US Corporation
By:

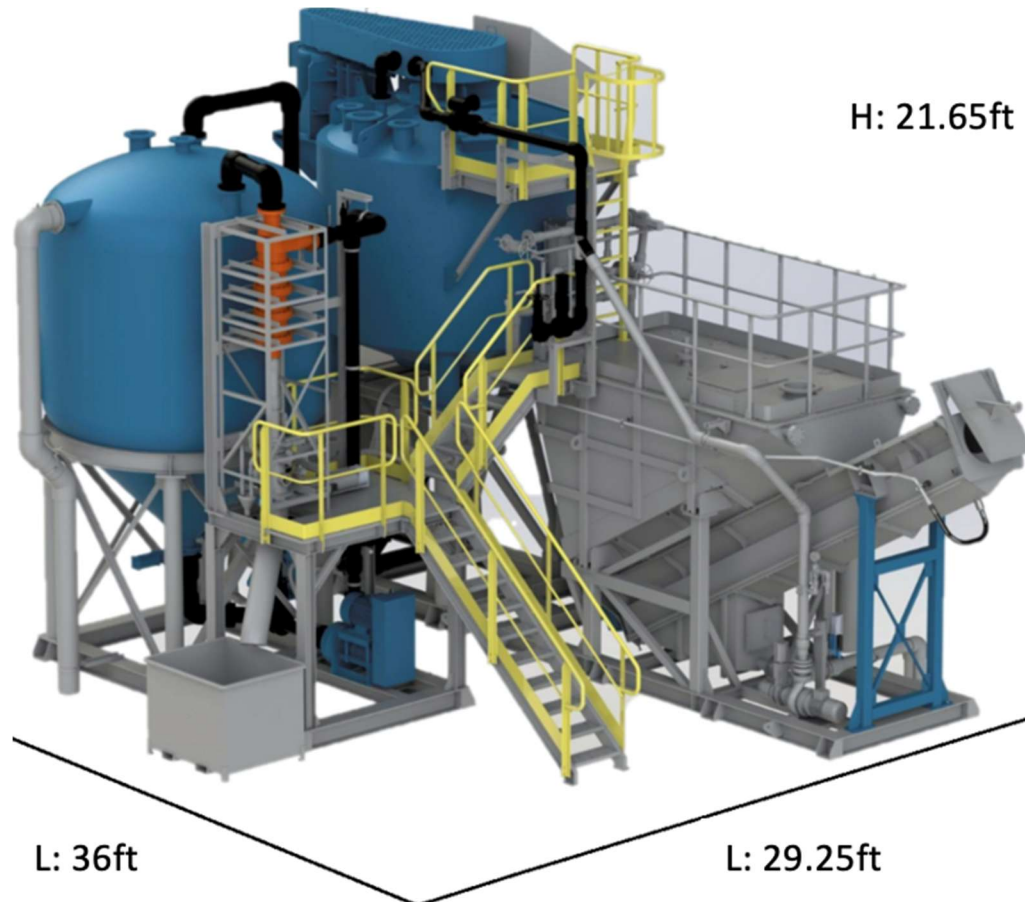
Name: William Selten
Title: President

16. Appendices

Appendix A: Land Lease



Appendix B: CCI Equipment



1. Solids content incoming materials

- Any

2. Solids content post processing:

- 7%-9%; can be adjusted as needed

3. Contaminant Removal Rate plastics/ light fractions:

- 2.8 mm > 99.8% removal efficiency

4. Contaminant Removal Rate sharps:

- 2.8 mm > 99.9% removal efficiency

5. Throughput:

- 10 – 20 tons /hour (depending on solids content) and contamination levels

6. Uptime:

- >95%

7. Odour abatement:

- Fully enclosed
- Point suction

Appendix C: Left Empty on Purpose

Appendix D: CCI Qualifying Feedstock Post-CCI Pre-processing

1. pH:	2.8 – 7.0
2. Total Solids:	less than 16.0% g/g
3. Volatile Solids (% of Total Solids):	Greater than 85%
4. Electrical Conductivity:	Less than 15 millimho/cm
5. Volatile Acids (Acetic Acid Equivalents):	Less than 15,000 mg-Ac/L
6. Total COD:	Greater than 150,000 mg/L
7. Total BOD:	Greater than 80,000 mg/L
8. Specific Gravity@25°C:	0.95 – 1.10
9. Kinematic Viscosity@25°C:	Less than 200 cSt
10. Ammonia as Nitrogen (NH ₃ -N):	Less than 600 mg/L
11. Total Kjeldahl Nitrogen (TKN):	Less than 7,500 mg/L
12. Arsenic:	Less than 1 mg/L
13. Calcium:	Less than 3,000 mg/L
14. Chromium:	Less than 2 mg/L
15. Magnesium:	Less than 500 mg/L
16. Mercury:	Less than 1 mg/L
17. Nickel:	Less than 5 mg/L
18. Potassium:	Less than 3,000 mg/L
19. Sodium:	Less than 3,000 mg/L
20. Biochemical Methane Potential (BMP)	> 0.25 L-CH ₄ /g-COD
21. Cadmium:	< 12 mg/L
22. Copper:	< 15 mg/L
23. Lead:	< 40 mg/L
24. Molybdenum:	< 1 mg/L
25. Selenium:	< 5 mg/L
26. Zinc:	< 25 mg/L
27. Film Plastic > 4 mm (Method TMECC 0306)	Less than 0.40 %g/g by dry weight ¹
28. Glass > 4 mm (Method TMECC 0306)	Less than 0.50 %g/g by dry weight ¹
29. Total Inerts > 4 mm (Film and hard plastics, glass, metals & rocks) (Method TMECC 0306)	Less than 1.2 %g/g by dry weight ¹

¹ Acceptable ranges for Items 27, 28 and 29 are based on average results of three (3) randomly selected loads.

REPORT NO.
C23216-70008
ACCOUNT NUMBER
04116

A & L Canada Laboratories Inc.

2136 Jetstream Road, London, ON, N5V 3P5 Tel: (519) 457-2575 Fax: (519) 457-2664

TO: EVERGREEN ENVIRONMENTAL
162 COMBERLAND ST SUITE 300
TORONTO, ON M5R 3N5

FOR: PULP TESTING

Phone: 905-449-3341



CERTIFICATE OF ANALYSIS

PAGE: 1 / 1

PROJECT NO:
PO#: 10071
LAB NUMBER: 2167014
SAMPLE ID: 002 - SMALLER SAMPLE

SAMPLE MATRIX: LIQUID
DATE SAMPLED: 2023-08-03
DATE RECEIVED: 2023-08-04
DATE REPORTED: 2023-08-08
DATE PRINTED: 2023-09-20

PARAMETER	RESULT	UNIT	DETECTION LIMIT	METHOD REFERENCE
Total sharps > 2.8 mm*	BDL	pieces/500ml		TMECC 03.08
Total sharps > 12.5 mm	BDL	pieces/500ml		TMECC 03.08
Total FM > 2.8 mm*	BDL	%	0.01	TMECC 03.08
Total FM > 25 mm	BDL	pieces/500ml		TMECC 03.08
Total plastics > 2.8 mm*	BDL	%	0.01	TMECC 03.08

FSSD Equipment

- 2x 25,000 gallon Candy tanks
- 8,500 gallon Dairy tank
- 1100 KWe CHP
- 2x 1.69 million Gallon digesters
- Gas storage
- Flare





FAIRFIELD-SUISUN SEWER DISTRICT

September 14, 2026

AGENDA REPORT

TO: Executive Committee

FROM: Karl Ono, Senior Engineer

SUBJECT: Acceptance of Easements – Transit Center and Vanderbilt Road

Recommendation: Receive report.

Background: In accordance with District Resolution No. 2007-33, the General Manager, or designee of the General Manager, is authorized to consent to and accept on behalf of the District interests in real property conveyed by deeds or grants. The resolution directs the General Manager to report any such action to the Executive Committee at its next regularly scheduled meeting.

Discussion: On July 30, 2026, the General Manager signed Certificates of Acceptance for two easements from the City of Fairfield, as follows:

1. *Transit Center:* A 40' wide Sanitary Sewer Easement over a portion of APN 0166-102-080, extending between Vanden Rd. and Transit Center Rd. east of Peabody Rd. The easement covers an existing 15-inch gravity trunk sewer that extends through the property. The Easement Deed and Certificate of Acceptance were recorded with the Solano County Recorder on July 30, 2026, and are included for reference as Attachment 1.

2. *Vanderbilt Road:* A 40' wide Sanitary Sewer Easement over portions of APNs 0170-020-140 and 0170-020-170, west of Peabody Rd. and south of Vanderbilt Road. The easement covers existing 12-inch and 27-inch gravity trunk sewers that extend through the properties. The Easement Deed and Certificate of Acceptance were recorded with the Solano County Recorder on July 30, 2026, and are included for reference as Attachment 2.

Fiscal Impact: None.

Attachments: 1 – Easement Deed – Transit Center
2 – Easement Deed – Vanderbilt Road

GOV. CODE 6103
RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

City of Fairfield
1000 Webster Street
3rd Floor
Fairfield, CA 94534-4836

Recorded in Official Records,
Solano County
Doc#: 202600036278
7/30/2026 9:52:26 AM

Space above this line for Recorder's Use Only

APN(s): 0166-102-080

EASEMENT DEED

For good and valuable consideration, the receipt of which is acknowledged, City of Fairfield, a Municipal corporation of the State of California ("Grantor"), grant(s) and convey(s) to Fairfield-Suisun Sewer District, a special district of the State of California ("Grantee"), a non-exclusive easement for the purpose of installing, repairing, testing, maintaining, and replacing a sanitary sewer line or lines and appurtenances of type and size to be determined in the sole discretion of Grantee, over that portion of Grantor's property fully described in Exhibit "A" and shown in the map as Exhibit "B" which exhibits are attached to and incorporated in by this reference ("Sanitary Sewer Easement"). This grant of easement includes Grantee's right to ingress and egress over Grantor's remaining property as reasonably necessary for the purpose of accessing the Sanitary Sewer Easement.

Grantor shall not place or permit any structures within the Sanitary Sewer Easement, except that Grantor may use the surface of the Sanitary Sewer Easement for placement and maintenance of landscaping other than trees, or other uses that do not in any manner interfere with Grantee's rights set forth in this easement. If Grantee must disturb or damage landscaping or other items placed or permitted by Grantor on Grantor's property in order to access or use the Sanitary Sewer Easement, Grantee shall use reasonable care to minimize such disturbance or damage and restore the surface and any disturbed landscaping or other uses to substantially the same condition that existed prior to the disturbance.

IN WITNESS WHEREOF, Grantor has executed this Easement Deed this
9th day of July, 2026

GRANTOR:


By: _____
Printed: David Gossamer
Title: City Manager
Date: 7/9/26

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Solano
 On July 9, 2026 before me, Kelly M. Ballard, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Dani Gassaway
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Kelly M. Ballard
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

CERTIFICATE OF ACCEPTANCE

(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by that certain Grant Deed dated JULY 9, 2026 from CITY OF FAIRFIELD (Grantor), a MUNICIPAL CORPORATION to the Fairfield-Suisun Sewer District (Grantee), a California Special District, is hereby accepted by the undersigned officer on behalf of the Fairfield-Suisun Sewer District pursuant to authority conferred by Resolution No. 2007-33 of the Board of Directors of the Fairfield-Suisun Sewer District adopted on November 26, 2007, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: 07/30/2026

By: 
Jordan Damerel
General Manager/District Engineer
Fairfield-Suisun Sewer District

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

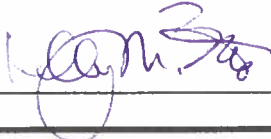
State of California
County of Solano

On July 30, 2026 before me, Kelly M. Ballard, Notary Public
(insert name and title of the officer)

personally appeared Jordan Damarel,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

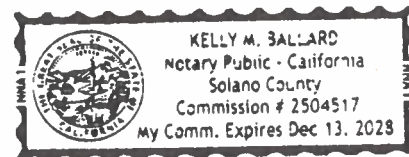


EXHIBIT "A"

Legal Description
Sanitary Sewer Easement

Being an easement 40 feet in width for sanitary sewers and all purposes incidental thereto, situate in the City of Fairfield, County of Solano, State of California, lying within a portion of Parcel 1 as shown on that certain map entitled "Parcel Map - Fairfield/Vacaville Train Station" filed for record December 23, 2019 in Book 53 of Parcel Maps at Page 08 in the office of the Solano County Recorder, said easement lying 20 feet on each side of the following described centerline:

Beginning at a point on the northerly line of Parcel One, from which point the easterly terminus of that certain course shown on said map as "S 89°47'42" E, 153.91'" bears South 89°47'42" East, 137.63 feet; thence leaving said northerly line South 00°51'50" East, 418.26 feet to a point on the southerly line of said Parcel One and the Terminus of this description; said Point of Terminus being further described as a point on the northwesterly line of Transit Center Road and a point on a curve concave southerly having a radius of 53.00 feet as shown on said map, from which the radius bears South 26°12'24" East.

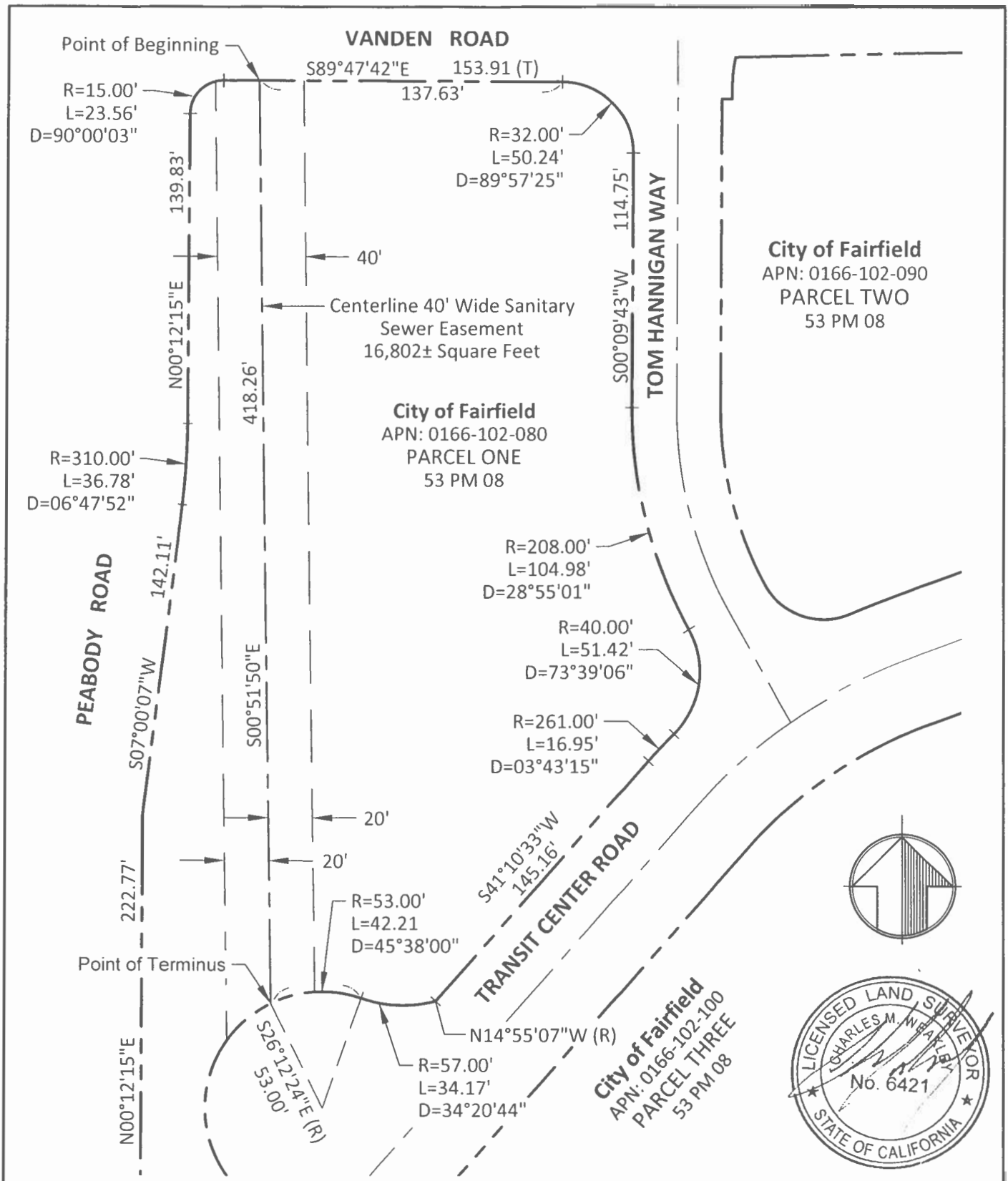
The sidelines of this easement are to be shortened or extended as required so as to terminate at the northerly and southerly boundaries of said Parcel 1.

Containing 16,802 square feet, more or less.

Bearings used in this description are based upon Book 53 of Parcel Maps at Page 08, Solano County Records.

See Exhibit "B" attached hereto and by reference made a part hereof.





MOUNTAIN PACIFIC SURVEYS 1735 Enterprise Dr., Suite 109 Fairfield California 94533	PLAT TO ACCOMPANY LEGAL DESCRIPTION		Approved CMW
	EXHIBIT B		Drawn SR
	Sanitary Sewer Easement		Date 02/05/2026
	Assessor's Parcel No. 0166-102-080		Proj. No. 525112
City of Fairfield Solano County California		Scale 1" = 60'	Sheet No. 1
		of 1	

GOV. CODE 6103
RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

City of Fairfield
1000 Webster Street
3rd Floor
Fairfield, CA 94534-4836

Recorded In Official Records,
Solano County
Doc#: 202600036279
7/30/2026 9:52:26 AM

Space above this line for Recorder's Use Only

APN(s): 0170-020-140
0170-020-170

EASEMENT DEED

For good and valuable consideration, the receipt of which is acknowledged, City of Fairfield, a Municipal corporation of the State of California ("Grantor"), grant(s) and convey(s) to Fairfield-Suisun Sewer District, a special district of the State of California ("Grantee"), a non-exclusive easement for the purpose of installing, repairing, testing, maintaining, and replacing a sanitary sewer line or lines and appurtenances of type and size to be determined in the sole discretion of Grantee, over that portion of Grantor's property fully described in Exhibit "A" and shown in the map as Exhibit "B", which exhibits are attached to and incorporated in by this reference ("Sanitary Sewer Easement"). This grant of easement includes Grantee's right to ingress and egress over Grantor's remaining property as reasonably necessary for the purpose of accessing the Sanitary Sewer Easement.

Grantor shall not place or permit any structures within the Sanitary Sewer Easement, except that Grantor may use the surface of the Sanitary Sewer Easement for placement and maintenance of landscaping other than trees, or other uses that do not in any manner interfere with Grantee's rights set forth in this easement. Additionally, Grantor may utilize the Sanitary Sewer Easement for the construction of future roadway and right-of-way improvements including, but not limited to asphalt roadway, sidewalk, curbs, and gutters, with prior written approval of Grantee. If Grantee must disturb or damage landscaping or other improvements placed or permitted by Grantor on Grantor's property in order to access or use the Sanitary Sewer Easement, Grantee shall use reasonable care to minimize such disturbance or damage and restore the surface and any disturbed landscaping or improvements to substantially the same condition that existed prior to the disturbance.

IN WITNESS WHEREOF, Grantor has executed this Easement Deed this
9th day of July, 2024.

GRANTOR:



By: _____

Printed: David Cassaway

Title: City Manager

Date: 7/9/24

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

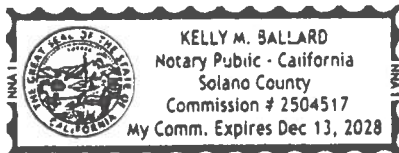
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Solano)
 On July 9, 2026 before me, Kelly M. Ballard Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared Daniel Gussaway
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

CERTIFICATE OF ACCEPTANCE

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Dated: 07/30/2026

By: 
Jordan Damerel
General Manager/District Engineer
Fairfield-Suisun Sewer District

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Solano

On July 31, 2026 before me, Kelly M. Ballard, Notary Public
(insert name and title of the officer)

personally appeared Jordan Damarel,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kelly M. Ballard (Seal)

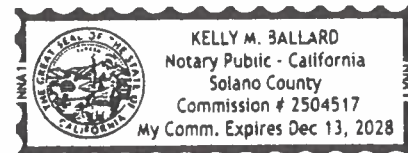


EXHIBIT "A"

Legal Description Sanitary Sewer Easement

Being an easement for sanitary sewers and all purposes incidental thereto situate in the City of Fairfield, County of Solano, State of California, being a portion of the lands described in deed to Pacific Gas and Electric Company by that certain document filed for record June 30, 1975 in Book 1975 of Official Records at Page 26980 in the Office of the Solano County Recorder, and also being a portion of the lands described in deed to Pacific Gas and Electric Company by that certain document filed for record May 18, 1978 in Book 1978 of Official Records at Page 38802 in said Recorder's office, each of which is shown on that certain Record of Survey filed for record November 13, 1978, in Book 14 of Surveys, at Page 34 in said Recorder's office; and further being a portion of the lands described in deed to Hawthorne Mill Land Company, LP. by that certain document filed for record April 1, 2010 as Document Number 2010-29239 in said Recorder's office, each segment being more particularly described as follows:

Easement Segment "A": A strip of land 40 feet in width, lying equally on each side of the following described centerline:

Commencing at a point on the west line of that certain parcel identified as "Peabody Substation Addition" on said map, said point being further described as the southeast corner of that certain 60 foot wide strip designated "Vanderbilt Drive" on that certain map filed for record August 16, 1999 in Book 41 of Parcel Maps, at Page 45 in said Recorder's office; thence along the southerly right of way of said Vanderbilt Drive, North 89°48'23" West, 60.00 feet; thence leaving said southerly line, South 00°11'37" West, 239.15 feet; thence North 89°57'29" West, 22.45 feet; thence South 00°01'28" West, 72.71 feet to the True Point of Beginning; thence South 89°46'13" East, 420.96 feet; thence South 76°01'31" East, 42.53 feet to a point which for convenience is referred to herein as "Point A"; thence North 54°38'46" East, 36.77 feet to a point on the westerly line of Peabody Road as shown on said Book 14 of Surveys at Page 34, and the Terminus of this description; said Point of Terminus being further described as lying North 00°11'14" East, 33.95 feet from a 3/4" iron rod tagged L.S. 3192 marking the intersection of the northerly line of the Southern Pacific Railroad (now Union Pacific Railroad) with the west line of Peabody Road, as shown on last said map.

The sidelines of this easement are to be shortened or extended as required so as to terminate at the herein above-described boundaries.

Containing 20,008 square feet, more or less.

Easement Segment "B": A strip of land 40 feet in width, lying equally on each side of the following described centerline:

Commencing at "Point A" described herein above; thence South 00°11'14" West, 20.59 feet to a point on the southerly line of Easement Segment "A" described herein above, and the True Point of Beginning of this description; thence South 00°11'14" West, 12.96 feet to a point on the northerly right of way of the Southern Pacific Railroad (now Union Pacific Railroad) as shown on said Book 14 of Surveys at Page 34, and the Terminus of this description; said Point of Terminus being further described as lying South

55°08'45" West, 36.54 feet from a 3/4" iron rod tagged L.S. 3192 marking the intersection of the northerly line of the Southern Pacific Railroad (now Union Pacific Railroad) with the west line of Peabody Road, as shown on last said map.

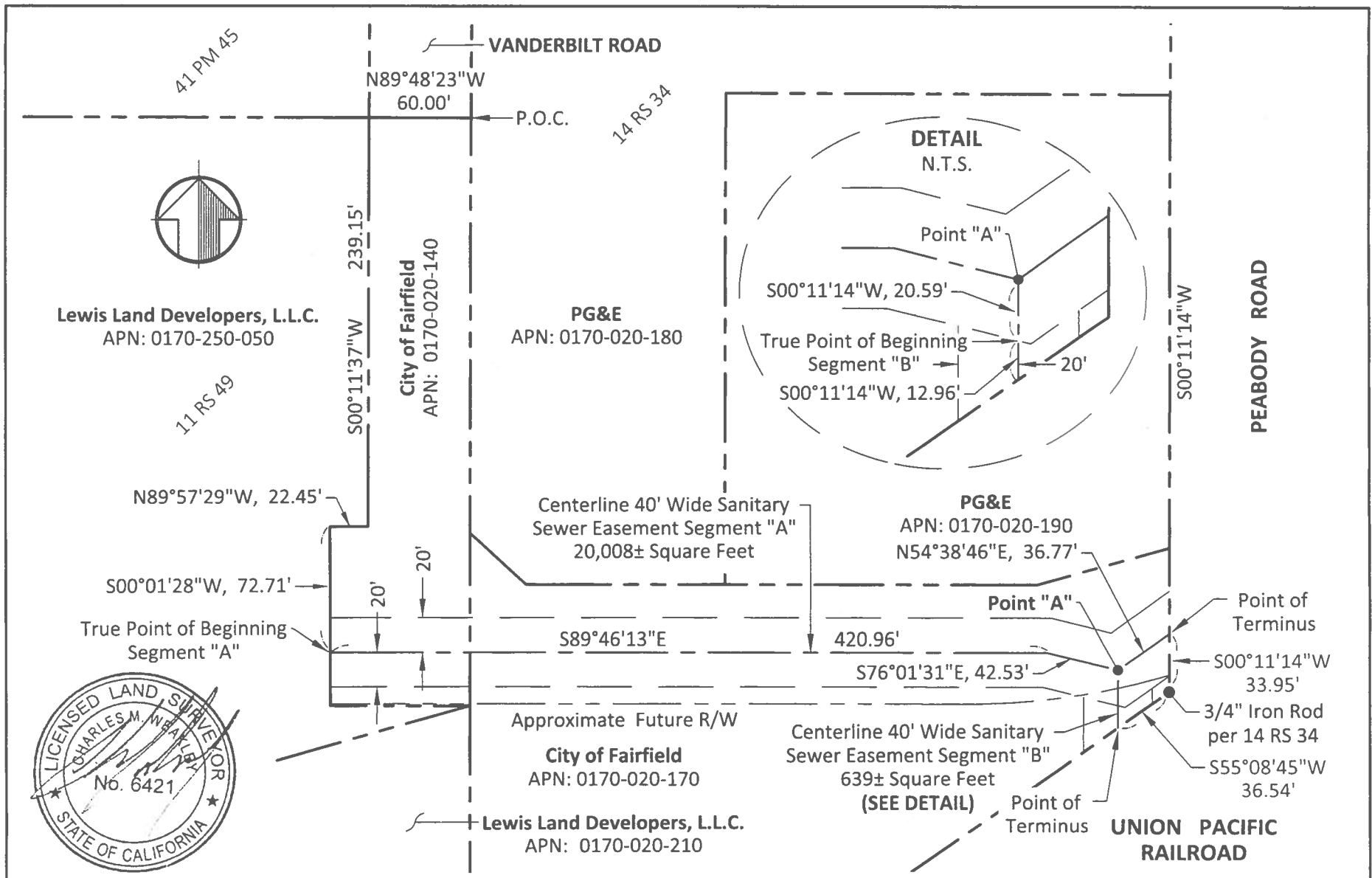
The sidelines of this easement are to be shortened or extended as required so as to terminate at the northerly right of way of the Union Pacific Railroad and the southerly line of the herein described Easement Segment "A".

Containing 639 square feet, more or less.

Bearings and distances used in this description are based upon the California Coordinate System, Zone 2 (NAD83, epoch 2007.0). To obtain ground level distances multiply grid distances shown by 0.99998830.

See Exhibit "B" attached hereto and by reference made a part hereof.





1735 Enterprise Dr., Suite 109
Fairfield California 94533

PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT B

Sanitary Sewer Easement

Assessor's Parcel No. 0170-020-140, -170
City of Fairfield Solano County California

Approved

CMW

Drawn

SR

Scale

1" = 80'

Date

02/05/2026

Sheet No.

1

Proj. No.

525112

of 1



FAIRFIELD-SUISUN SEWER DISTRICT

Board of Directors

Jenalee Dawson,
President
Doris Panduro,
Vice President
Doug Carr
Alma Hernandez
Amit Pal
Parise Shepherd
Scott Tonnesen
Rick Vaccaro
Princess Washington
K. Patrice Williams
Pam Bertani,
First Alternate
Manveer Sandhu,
Second Alternate

NOTICE: The Board of Directors Meeting on Monday, September 28, 2026 has been **cancelled** and rescheduled for Monday, September 21, 2026.

Board of Directors Meeting Agenda

Monday, September 21, 2026 at 6:00 PM

Location: FSSD Board Room, 1010 Chadbourne Road, Fairfield, CA

- 1. **CALL TO ORDER**
- 2. **ROLL CALL**
- 3. **PLEDGE OF ALLEGIANCE**
- 4. **PUBLIC COMMENTS**

Members of the public wishing to comment on any item not on the agenda, but within the Board’s jurisdiction, should notify the Board at this time. Those wishing to comment on any item on the agenda should do so at the time the item is considered. Comments may be limited to three (3) minutes, or at the discretion of the President.
- 5. **DIRECTOR REPORTS**
- 6. **GENERAL MANAGER REPORT**
- 7. **PRESENTATIONS AND AWARDS - None**
- 8. **CONSENT CALENDAR**
 - 8.1 Adopt Resolution No. 2026-XX Establishing Shift Differential for CalPERS Reporting#
 - 8.2 Approve Board Meeting Minutes of July 27, 2026#
- 9. **NEW BUSINESS**
 - 9.1 Adopt Resolution No. 2026-XX Approve Policy on General Manager Authority.....#
 - 9.2 Consider Approval of Term Sheet with CCI BioEnergy.....#
- 10. **INFORMATIONAL ITEMS**
 - 10.1 Board Calendar.....#
- 11. **ADJOURN**

—End of Agenda—

The Fairfield-Suisun Sewer District will provide reasonable disability-related modification or accommodation to a person with a disability who requires a modification or accommodation in order to participate in the meeting of the Board of Directors. Please contact the District at (707) 429-8930 at least 48 hours before the meeting if you require such modification or accommodation.

Documents that are disclosable public records required to be made available under California Government Code Section 54957.5 (b)(1) and (2) are available to the public for inspection at no charge during business hours at our administrative offices located at the above address.



FAIRFIELD-SUISUN SEWER DISTRICT

September 14, 2026

AGENDA REPORT

TO: Executive Committee

FROM: Ben Carver, Operations Manager

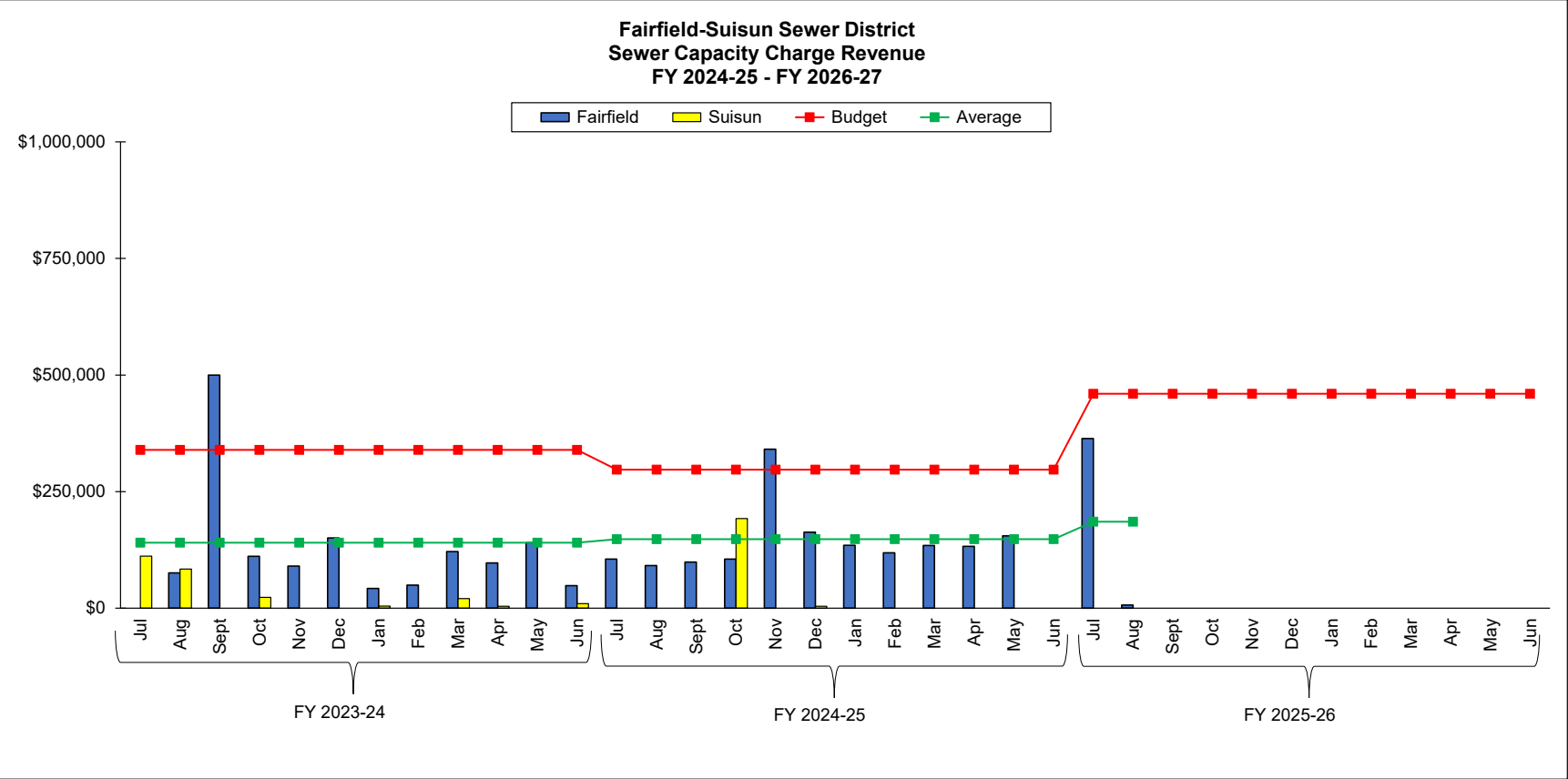
SUBJECT: Operating Data Summary – August 2026

August 2026 Data

Average plant flow	12 million gallons per day	Equivalent to 20 Olympic sized pools! 
Solids removed from the water	279 dry tons	4% turned into biogas 96% turned into Lystek fertilizer 
Completed Work Orders	1,033 completed work orders this month	 96% Preventative 4% Corrective
Renewable energy produced	127,472 kilowatt-hours	Renewable energy provided 14% of the plant's power needs. This is equivalent to 180 single-family homes 
Sewer lines inspected by CCTV	0 feet 9,672 feet	City of Suisun City lines FSSD Lines
Permit excursions & Sewer System Overflows (Cat 1-3)	0	

Year to Date 2026

Influent Flow Average 14.2 MGD	Permit Excursions 0
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FAIRFIELD-SUISUN SEWER DISTRICT

Board of Directors Meeting Minutes

Date: Monday, July 27, 2026
 Meeting Place: 1010 Chadbourne Road, Fairfield, California
 Meeting Time: 6:00pm

1. Call to order – The meeting was called to order at 6:00pm by President Jenalee Dawson, who presided over the meeting.
2. Roll Call – The following Board members were present: Directors Jenalee Dawson, Alma Hernandez, Amit Pal, Doriss Panduro, Scott Tonnesen, Rick Vaccaro and K. Patrice Williams. Directors Doug Carr, Parise Shepherd, and Princess Washington were absent. No Board Alternates were present.
3. Pledge of Allegiance was led by Director Vaccaro.
4. Public Comments: No comments.
5. Director Report: No comments.
6. General Manager Report – General Manager Jordan Damerel acknowledged several new Interns hired by the District: Outreach Intern Juliana Gonzalez, Engineering Intern Sofia Flores, Accounting Intern Quoc Nguyen, Lab Intern Charlotte He, and Operations Intern Shamim Golshani. It was reported to the Executive Committee that a Development Services Agreement was executed with the Spanos Corporation to perform a hydraulic evaluation for the potential GV4 Apartments Project. There is no Board of Directors Meeting scheduled for August. However, a Special Meeting is scheduled for August 24th for the Executive Committee to review an outline of the General Manager Authority policy.
7. Presentations and Awards:
 - 7.1 Receive Peak Performance 12 Award from the National Association of Clean Water Agencies

General Manager Jordan Damerel informed the Board of Directors that the District received the Platinum Peak Performance Award for the 12th year in a row from the National Association of Clean Water Agencies. The Platinum Peak Performance Award was distributed to 180 out of 17,000 Wastewater Treatment Plants in the United States. Director Hernandez asked for press release on the Platinum Peak Performance Award.

8. Consent Calendar:

- 8.1 Adopt Resolution No. 2026-19 Award Professional Services Contract for Flood Stations Improvements Project to Schaaf and Wheeler in an Amount Not to Exceed \$455,000.00 and Authorize General Manager to Approve Contract Amendments up to 10% of the Awarded Contract Value
- 8.2 Award Professional Services Contract for State Lands Commission Compliance and Outfall Analysis to Hazen and Sawyer in an Amount Not to Exceed \$425,000 and Authorize General Manager to Approve Contract Amendments up to 10% of the Awarded Contract Value
- 8.3 Award Construction Contract for Electrical Replacement Phase 2 Project – Substation D to Telstar Instruments for \$2,878,363 and Awarding Engineering Services During Construction Contract to Carollo Engineers in an Amount Not to Exceed \$212,100 and Authorize General Manager to Approve Contract Amendments up to 10% of the Awarded Contract Value
- 8.4 Adopt Resolution No. 2026-23 Stating the District's Intent to Reimburse Expenditures with Project Funds from the Clean Water State Revolving Fund for the Suisun Force Main Reliability Project
- 8.5 Approve Board Meeting Minutes of June 22, 2026

No comments.

Upon motion by Director Panduro, seconded by Director Hernandez, Consent Calendar Items 8.1 to 8.5 were passed by the following vote:

AYES: Dawson, Hernandez, Pal, Panduro, Tonnesen, Vaccaro, Williams
NOES: None
ABSTAIN: None
ABSENT: Carr, Shepherd, Washington

9. New Business:

9.1 Receive Presentation on District's Industrial Pretreatment Program

Director of Environmental Services Meg Herston presented an overview on the District's Industrial Pretreatment Program. Pretreatment protects the District's system and permits. Significant Industrial Users and Categorical Industrial Users receive higher regulatory oversight because of flow, pollutant loading, categorical standards, or potential impact. Any new industrial wastewater discharge is evaluated and regulated before discharge is authorized. FSSD's Pretreatment Program supports responsible economic development while protecting the District's infrastructure, employees, and the environment.

No Vote Required.

10. Information Items:

- 10.1 Quarterly Investment Report
- 10.2 Board Calendar

No comments.

11. Adjournment:

The meeting adjourned at 6:25pm.

Respectfully submitted,

President

ATTEST:

District Clerk



FAIRFIELD-SUISUN SEWER DISTRICT

September 21, 2026

CONTEMPLATED BOARD OF DIRECTORS AGENDA ITEMS

Month	Item	Executive Committee	Board of Directors
October 2026	1. Award Professional Services Contract for the Trunk Main CIPP Rehabilitation Project 2. Quarterly Investment Report	10/19/2026	10/26/2026
November 2026	1. Board Calendar for 2027	11/16/2026	11/23/2026
December 2026		Not scheduled	Not scheduled
January 2027	1. Report on Financial Audit for FY 2026-2027 2. Quarterly Investment Report	01/11/2027	01/25/2027
February 2027		Not scheduled	Not scheduled
March 2027	1. Director Reports on CASA Winter Conference and DC Policy Forum	03/15/2027	03/22/2027
April 2027	1. Quarterly Investment Report 2. General Manager Annual Performance Evaluation	04/19/2027	04/26/2027
May 2027	1. Approve Budget 2. Approve Employee Salary Schedule 3. Review Board Compensation 4. Review Updates and Approve Investment Policy	05/17/2027	05/24/2027
June 2027	1.	06/21/2027	06/28/2027
July 2027	1. Quarterly Investment Report	07/19/2027	07/26/2027
August 2027		Not scheduled	Not scheduled
September 2027	1. Director Reports on CASA Annual Conference 2. Award Professional Services Contract... 3. General Manager Performance Check-In (Executive Committee)	09/20/2027	09/27/2027