



## **BOARD MEETING AGENDA SUBMITTAL**

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**TO:** GCSB Board of Directors

**FROM:** Peter Kampa, General Manager

**DATE:** July 9, 2024

**SUBJECT:** Agenda Item 5A: Adoption of a Resolution Authorizing the General Manager to Enter into a Letter of Agreement with SitelogiQ for the Evaluation of Facility Improvements, Energy Conservation, Energy Generation, and/or Energy Management Services

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### **RECOMMENDED ACTION:**

*I move to adopt resolution 11-2024 Authorizing the General Manager to Enter into a Letter of Agreement with SitelogiQ for the Evaluation of Facility Improvements, Energy Conservation, Energy Generation, and/or Energy Management Services.*

### **BACKGROUND:**

District staff has for nearly one year been working with the consulting firm SitelogiQ, on the evaluation of our options relating to generating, storing and providing our own electrical services to our major power consuming infrastructure and facilities. Five years ago, the cost of installation of large solar power and battery systems outweighed the benefit received, primarily due to technology limitations, and the lower cost of power we pay through the Tuolumne public power agency. Working with SitelogiQ, we have identified power generation, storage and management technologies that provide a significant benefit to the operation of the district and the potential for reduced cost of electrical power. In addition, we have collectively identified several grant funding sources, currently available, that could significantly offset the cost of power system upgrades, solar power generation and battery storage.

The board of directors originally considered this matter at its April 9th, 2024 board meeting, Where staff was directed to negotiate a scope of work to be brought back for Board consideration. SitelogiQ has submitted an agreed upon Letter Agreement. SitelogiQ has agreed to conduct a thorough evaluation of our potential for energy conservation, power generation and storage, and energy management options. The result of this evaluation will be a feasibility and financial evaluation to determine whether the district will proceed with an energy project or projects. If the project does not make financial sense, we will not be bound to pay SitelogiQ for their time and efforts working on the project. However, if it does make sense and we move forward with the project, then if we choose to utilize a different consultant to work with, we would be responsible to reimburse SitelogiQ for their time spent developing the project evaluation.

Large solar panel fields have the potential to provide all the power needed for the Water Treatment Plants, the Wastewater Treatment Plant, every Lift Station and every Pump Station. It will also provide the future power that would be needed for an electric vehicle fleet. The Solar Panels will provide power and charge the batteries during sunshine hours. Then the batteries will provide the

power through the night at the Wastewater Plant and at the Water Treatment Plants. This should lock in our electricity rates for the life of the Solar System.

Initial concepts reveal that there will be Solar Panels, Inverters, and Batteries at the three main plants. If everything works out, there will be Batteries and Inverters at each of the Lift Stations and at each of the Pumping Stations, providing uninterrupted power for our equipment. This will also dramatically reduce Generator run times, as the generators will only run when needed to recharge the batteries during power outages and extended periods without sunlight. Right now, the generators run the entire time the power is out even when the pumps are not running. This should produce a 90% reduction in the generator's run time.

Under the new PG&E NEM3 agreement, the excess power generated from the Solar Panels at the three main plants can be applied to all the other locations that do not have Solar Panels installed. This should give us a net zero energy bill, dramatically reduce fuel consumption and maintenance costs on the existing generators, and should greatly reduce damage to our equipment from bad power coming to us from PG&E. The sites will effectively have Uninterruptible Power Supplies. (Like the UPS's we use at the stations, and under our desks, just much bigger)

There are multiple grants that look to be available for GCSO to move forward with a power project:

- This includes a new grant from the Self-Generation Incentive Program (SGIP) that will allow a \$1000.00 per KW of battery storage incentive to install batteries. This funding is directly positioned for high fire areas of California, Water and Wastewater Plants, Facilities that provide services to low-income residents, and location that have experienced multiple power outages. The District is a match for all four criteria. There does not seem to be a limit to the number of KW hours that can be reimbursed.
- There is also a Grant available from the Community Energy Reliability and Resilience Investment (CERRI) Program: It does not have a limit per project but is a first come first serve program.

There will undoubtedly be other programs we can apply for to see if we can make the project work for us.

### **FISCAL IMPACT:**

There is a \$25,000 flat fee for preparation of the feasibility report detailed in the letter agreement. If a solar project is not financially feasible due to a lack of grant funding, the cost of the project exceeding the financial benefit, or some other criteria that makes the project not worthwhile, then nothing is owed to the consultant. If the project is determined feasible and cost effective, and we choose not to proceed with this consultant, then we pay the flat fee. If we proceed with this consultant into design of the project, the flat fee is also waived.

### **ATTACHMENTS:**

1. Letter of Agreement
2. Resolution 11-2024



July 5, 2024

Pete Kampa, General Manager  
Groveland Community Services District  
18966 Ferretti Road  
Groveland, CA 95321

RE: Facility Solution Project Feasibility and Letter of Agreement (LOA)

Dear Mr. Kampa:

This Letter of Agreement (LOA) is intended to briefly describe the manner in which SiteLogIQ, and the Groveland Community Services District will work together during the project development process, as well as the obligations of each party with respect to the development process.

Client Identification: Groveland Community Services District

Facility Location(s):

- Groveland CSD Wastewater Treatment Plant Facility 18966 Ferretti Road, Groveland CA 95321
- Groveland CSD Water Treatment Facility (Big Creek) 11195 Big Creek Shaft Road, Groveland CA 95321
- Groveland CSD Water Treatment Facility (2G) 20111 Old HWY 120 Groveland, CA 95321

Area of Focus:

SiteLogIQ will provide a proposal and Facility Solution agreement for the implementation of facility improvements, energy conservation, energy generation, and/or energy management services.

Scope of Services:

- A. SiteLogIQ will conduct a site visit to the Facility(ies) to perform a physical audit and collect data. The Client will cooperate and collaborate with SiteLogIQ during this phase by providing copies of requested data, including (if available): Site and/or system drawings, historical operating data produced or recorded by existing controls or meters, manual logs, and any other data that

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may be pertinent to this evaluation.

- B. Client will also make operational personnel available at reasonable times for in-person and telephone interviews with SiteLogIQ to answer questions about existing facilities conditions, operating profile and existing equipment operation.
- C. Where operational data is not available to support the analysis, SiteLogIQ will utilize standard engineering practices and assumptions to provide a conservative analysis on the potential energy savings from installing the energy conservation measures.
- D. SiteLogIQ will also analyze the potential for energy generation and storage measures.
- E. SiteLogIQ will recommend energy management and/or on-going monitoring services.
- F. For each of the targeted Energy Conservation Measures (ECMs), estimated (projected) operating costs will be calculated and then compared to existing operating costs. Existing conditions will be evaluated using data-logged or stipulated and mutually agreed operational schedules.
- G. SiteLogIQ will prepare a return on investment analysis (consistent with the client's preferred evaluation methods based on agreed upon Economic Criteria noted below).
- H. SiteLogIQ will provide budgetary construction costs estimates and a summary Scope of Work for all recommended ECMs. Cost estimates will represent a "turnkey" solution. Refer to Attachment A for the list of discussed potential ECM's to be evaluated.
- I. The results will be presented to client as a recommended Scope of Work and a financial proforma (such as a Cash Flow) which will include costs and energy savings for the next 25 years with escalation of no more than 6% over the 25 years and including future maintenance & repair costs. As a result, *True Cost of Ownership* is presented to the client for their review and consideration.

Clarification on SiteLogIQ's Obligations:



Consistent with California Government Code Section 1097.6, SiteLogIQ’s duties and services under this LOA shall not include preparing or assisting the Client with any portion of the Client’s preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the Client. The Client enters this LOA shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of the project(s) proposed under this LOA. SiteLogIQ’s participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. SiteLogIQ shall cooperate with the public entity to ensure that all potential participants in a future project proposed under this LOA have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by SiteLogIQ pursuant to this LOA.

**Client Responsibilities:**

In order for SiteLogIQ to provide the services described in this LOA, the Client agrees to provide (or cause its energy suppliers to provide) SiteLogIQ with the data requested in Attachment B. In addition, Client shall execute Attachment C (“Utility Authorization Form”) to provide access to Client’s Utility account information.

**Development Efforts:**

Client acknowledges that SiteLogIQ will incur considerable expense in developing the Project. This expense includes the cost to by SiteLogIQ’s development team, the cost to visit the Site, and the cost to prepare the financial proforma. SiteLogIQ is acting hereunder as an independent contractor and not as an agent or employee of the Client. SiteLogIQ shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the Client.

**Ownership of Work:**

All work products, including all proforma’s, schedules, and scope of work documentation provided by SiteLogIQ, will only become the property of the Client upon execution of a binding, irrevocable contract between the Client and SiteLogIQ for the implementation of the ECMs proposed by SiteLogIQ. Notwithstanding the foregoing, to the extent that any tangible work documentation produced by SiteLogIQ contains SiteLogIQ’s pre-existing materials (including but not limited to templates, forms, and other SiteLogIQ -created materials), SiteLogIQ will remain the sole and exclusive owner of all such pre-existing materials.

**Interconnection Application:**

If applicable, SiteLogIQ may request important Distribution System information from the local utility regarding planned solar interconnection points, prior to submitting



an Interconnection Application during construction of a Solar Generation PV Array. The purpose is to avoid or address early in the design phase any existing utility infrastructure that may prohibit or delay the construction of a Solar Generation PV Array at any of the listed locations below.

- Groveland CSD Wastewater Treatment Plant Facility 18966 Ferretti Road, Groveland CA 95321
- Groveland CSD Water Treatment Facility (Big Creek) 11195 Big Creek Shaft Road, Groveland CA 95321
- Groveland CSD Water Treatment Facility (2G) 20111 Old HWY 120 Groveland, CA 95321

Development Fee:

SiteLogIQ will develop the Project for the firm, fixed fee/rate as listed below:

1. Fee/Rate of: \$25,000 Fixed Fee

*Fee assumes one interconnection submittal and one review with the utility. New interconnection guidelines and available grid capacity may require additional submittals and interconnection Fees (not included in the Service Fee). Any additional fees will be passed through to client.*

In the event that the Client enters into a design-build contract with SiteLogIQ for the implementation of the ECMs within 120 days after presenting the contract to the client, then SiteLogIQ's cost to develop the LOA will be waived. If the Client enters into a contract with SiteLogIQ at a later date, the LOA Fee paid by the Client will be credited toward the project's total implementation cost.

If SiteLogIQ cannot meet the Economic Criteria Client will not compensate SiteLogIQ for its LOA fee.

Economic Criteria:

The Client has represented to SiteLogIQ that Client agrees to move forward with the project if the project is shown to reduce the operational expenses at the site over the useful life of the project. The main financial objectives of the project are as follows:

1. Provide a self-funded program, which pays for itself through expense reductions or grants and minimizes the Client's contribution and meets the requirements of California Government Code 4217.10 et seq.

Terms & Conditions:

Contractor is acting hereunder as an independent contractor and not as an agent or employee of the Customer. The Contractor shall not represent or otherwise hold out



itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the Customer.

This LOA shall be construed and enforced in accordance with the laws of the State of California without regard to principles of conflicts of law.

If you agree with the provisions set forth in this LOA, kindly sign and date the LOA below and return one fully-executed copy to my attention. Thank you again for providing SiteLogIQ with the opportunity to work on this important initiative.

Acceptance of Letter of Agreement

This agreement is between the Groveland Community Services District and SiteLogIQ, Inc.

Groveland CSD:

SiteLogIQ

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Name: Pete Kampa

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Name: Eddie Jordan, PhD PE

Title: General Manager

Title: Vice President

Date:

Date:



**Attachment A:  
Potential Facility Improvement, Energy Conservation, Energy Generation,  
and Energy Management Measures to be considered**

- 1. Solar Generation**
- 2. Battery Storage/Backup**





Attachment B:

Pre-audit Information Request

#	Must Have	Nice to Have
Utility Information		
1	Electric, Gas, Water, Oil, Other: Utility supplier and contact	all data in excel format; 3 to 5 years. Customer Access through Utility API.
2	Summary of monthly usage and cost (1 year minimum, 3 years preferred)	Utility Rate structures
3	Copies of actual Utility bills for one year	Kilo Watt (kW) and Kilo Volt Amp (kVA) Data: Monthly Peaks & 15-minute interval
4	What are the interconnection or other major electrical codes that we need to be aware of, e.g., for islanding from the utility, for connecting to a substation, etc.	Utility Meters: main & sub-meters- layout drawing, locations, areas they feed
5	What is the power rating of equipment (Volts, Amps, Hz)?	
Facility Information		
1	Age, Total building area (sq. feet.), Conditioned Area, window area, number of rooms, common facilities	Roof type & age, window type & age, any window films, etc?
2	Operation schedule, monthly occupancy data	
3	Complete set of building plans (original & as-builts); at a minimum, overall architectural plan, main mechanical schedule, electrical single-line diagram;	Please scan & pdf all the building as-built drawings.
4	Any problems regarding guest comfort (humidity, hot/cold areas, mold, etc.)	Equipment Maintenance logs & schedule (indicate recurring problems)
5	Any major renovation projects in the last 3 years? Or plans to renovate	Air balance report, Facility Assessment Plan



Attachment C:  
Utility Authorization Request

Not needed at this time.

**Resolution No. 11-2024**

**A RESOLUTION OF THE GROVELAND COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A LETTER OF AGREEMENT WITH SITELOGIQ FOR THE EVALUATION OF FACILITY IMPROVEMENTS, ENERGY CONSERVATION, ENERGY GENERATION, AND/OR ENERGY MANAGEMENT SERVICES**

**WHEREAS**, the Groveland Community Services District (herein referred to as District) is a local government agency formed and operating in accordance with Section §61000 et seq. of the California Government Code; and

**WHEREAS**, the district has an extremely high electrical energy demand, and could benefit from alternate means of power generation and storage; and

**WHEREAS**, site logic is a company that is experienced and specializes in the evaluation of opportunities and costs to generate electricity from photovoltaic solar panels, and battery energy storage options; and

**WHEREAS**, site logic has prepared a letter agreement proposal to conduct the preliminary evaluation and cost benefit analysis of the installation of solar panels and batteries to power our treatment plants.

**NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES HEREBY** approve Resolution 11-2024 authorizing the General Manager to Enter into a Letter of Agreement with SiteLogiQ for the Evaluation of Facility Improvements, Energy Conservation, Energy Generation, and/or Energy Management Services.

**PASSED AND ADOPTED** by the Board of Directors of the Groveland Community Services District on July 9, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVE:

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Nancy Mora, Board President

ATTEST:

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Rachel Pearlman, Board Secretary

**CERTIFICATE OF SECRETARY**

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on July 9, 2024.

DATED: 07/09/2024