Vince De Lange, General Manager
Brian Thomas, Deputy General Manager
Rebecca Hooley, District Counsel
Cecelia Nichols-Fritzler, Secretary to the Board

Monica Wilson, Board Chair
Jelani Killings, Board Vice Chair
Shanelle Scales-Preston, Board Secretary

a CALIFORNIA SPECIAL DISTRICT

Delta Diablo Board of Directors Meeting

4:30 PM, Wednesday, September 9, 2026

2500 Pittsburg-Antioch Highway, Antioch, CA 94509

Individuals who wish to address the Board during Public Comments or with respect to a specific agenda item will be limited to two minutes. the Board Chair may reduce the amount of time allotted per speaker for Public Comments or specific agenda item(s) depending on the number of speakers and available time.

Presentations will be made available at www.deltadiablo.org/board-meetings approximately one hour prior to the start of the Board meeting. a copy of the presentations will also be available for inspection at the meeting and at the District Administration Building, which is located at 2500 Pittsburg-Antioch Highway, Antioch, California. Disclosable public records related to an open session item on a regular meeting agenda and distributed by the District to a majority of the Board of Directors less than 72 hours prior to that meeting will be made available for public inspection on the District website at www.deltadiablo.org and at the District Administration Building during normal business hours.

the District will provide reasonable accommodation for individuals with disabilities who plan to participate in Board (or committee) meetings by contacting the Secretary to the Board at least 24 hours prior to the scheduled meeting at (925) 756-1927.

AGENDA

A. ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. PUBLIC COMMENTS

D. RECOGNITION

1) **Congratulate** Eric Wise on His Promotion to Maintenance Supervisor (Trevor Simpson)
2) **Receive** 2025 Gold Peak Performance Award from National Association of Clean Water Agencies (Joaquin Gonzalez)
3) **Adopt** Resolution to Fly District Flags at Half-Staff Commencing at Sunrise on September 10, 2026, for a Period of Seven Days, in Memory of Mary Ann McNett Mason, Former District Counsel, Who Passed Away on August 7, 2026 (Brian Thomas)

E. CONSENT CALENDAR

1) **Approve** Minutes of Special Board of Directors Meeting, July 23, 2026 (Cecelia Nichols-Fritzler)
2) **Receive** District Monthly Check Register for July and August 2026 (Eka Ekanem)
3) **Receive** Fourth Quarter FY25/26 District Investment Report (Anika Lyons)

4) **Authorize** General Manager to Establish New FY26/27 Capital Projects, Transfer Monies to New and Existing Capital Projects, and Approve Associated Capital Project Budgets (Sean Williams)
5) **Authorize** General Manager to Approve Purchase Order in an Amount Not to Exceed $107,155, DC Frost Associates, Inc., Biogas Equipment, Digester Nos. 1 and 3 Rehabilitation, Project No. 25116 (Sean Williams)
6) **Authorize** General Manager to Execute Amendment No. 2 in the Amount of $226,010.42, for a New Total Contract Amount Not to Exceed $490,000, APGN, Inc. dba APG-Neuros, Grit Removal System Equipment (Trevor Simpson)

F. DELIBERATION ITEMS

1) **Approve** Project Design; **Award** and **Authorize** General Manager to Execute Construction Services Contract in an Amount Not to Exceed $6,732,350, Mountain Cascade, Inc.; **Authorize** General Manager to Approve Construction Contract Change Orders in an Amount Not to Exceed 10% of Contract Amount; **Authorize** General Manager to Execute Consulting Services Contract in an Amount Not to Exceed $357,150, Engineering Services, Black & Veatch; **Authorize** General Manager to Transfer Monies to Project from Wastewater Capital Asset Replacement Fund Reserves in the Amount of $3,000,000, for a New Total FY26/27 Budget of $7,000,000; and **Take** Related Actions, Shore Acres Forcemain Repair, Project No. 25124 (Thanh Vo)
2) **Take Actions** Related to Secondary Process Improvements Phase 1, Project No. 22126 (Sean Williams)
   a. **Approve** Project Design; **Award** and **Authorize** General Manager to Execute Construction Services Contract in an Amount Not to Exceed $164,715,000, Flatiron Dragados Constructors, Inc.; **Authorize** General Manager to Approve Construction Contract Change Orders in an Amount Not to Exceed 2.5% of Contract Amount; and **Take** Related Actions, Secondary Process Improvements Phase 1, Project No. 22126
   b. **Authorize** General Manager to Execute Consulting Services Contract in an Amount Not to Exceed $7,393,599, HDR Engineering, Inc., Engineering Services, Secondary Process Improvements Phase 1, Project No. 22126
   c. **Authorize** General Manager to Execute Consulting Services Contract in an Amount Not to Exceed $2,287,969, Carollo Engineers, Inc., Control Systems Programming Services, Secondary Process Improvements Phase 1, Project No. 22126
3) **Adopt** Resolution Authorizing Preparation, Sale, Execution, and Delivery of Delta Diablo 2026 Wastewater Revenue Certificates of Participation, and **Authorizing** Execution of Financing Documents by Officers of District with Approval of District Counsel and Special Counsel (Nitish Sharma)
4) **Appoint** Brian Thomas as Interim General Manager, Effective September 19, 2026 (Nitish Sharma)

G. PRESENTATIONS AND REPORTS – None.

H. GENERAL MANAGER COMMENTS

I. BOARD MEMBER COMMENTS

J. CORRESPONDENCE – None.

K. CLOSED SESSION – None.

L. ADJOURNMENT

A Special Board of Directors Meeting is scheduled for 4:30 pm on September 23, 2026.

Delta Diablo | 2500 Pittsburg-Antioch Hwy, Antioch, CA 94509 | Main 925.756.1900 | Fax 925.756.1961

TRANSFORMING WASTEWATER TO RESOURCES
Delta Diablo

Staff Report
Meeting Date: September 9, 2026
Item: D/1

CONGRATULATE ERIC WISE ON HIS PROMOTION TO MAINTENANCE SUPERVISOR

Recommendation

Congratulate Mr. Eric Wise on his recent promotion to Maintenance Supervisor at the District.

Background Information

Following a competitive recruitment and selection process to fill a vacant Maintenance Supervisor position, Mr. Wise was selected as the most qualified candidate and was promoted to this position, effective August 17, 2026.

Analysis

Mr. Wise joined the District as a Maintenance Mechanic II on December 26, 2012, and earned a promotion to Maintenance Mechanic III on August 26, 2014, and served as Acting Maintenance Supervisor since July 21, 2025. He has made significant contributions to advancing key District initiatives, including supervision of preventive and predictive maintenance programs that support key assets in the District's wastewater conveyance and treatment systems, and recycled water production and distribution systems.

Mr. Wise has extensive mechanical maintenance and leadership experience and has provided planning, scheduling, coordination, and oversight for planned and unplanned maintenance activities. In addition, he has supported equipment rehabilitation and capital improvement projects and coordinated availability of maintenance staff, contractors, equipment, materials, and other resources necessary to effectively maintain District infrastructure. His promotion reflects his strong mechanical expertise, leadership, institutional knowledge, and experience maintaining complex wastewater infrastructure. In his new role, Mr. Wise will continue to support the District's Infrastructure Investment and Workforce Development goals in the District's Strategic Plan (dated August 2021).

The District would like to recognize and congratulate Mr. Wise on this outstanding achievement.

Financial Impact

Sufficient funding for this position is included in the approved FY25/26-FY26/27 Biennial Budget.

		Attachments	
Prepared By:	Trevor Simpson, Maintenance Manager		
Reviewed By:	Mark D. Koekemoer, Resource Recovery Services Director	☒ None	☐ Scope/Budget
Approved By:	Vince De Lange, General Manager	☐ Resolution	☐ Contract
File No.	BRD.01-ACTS	☐ Ordinance	☐ As Listed

TRANSFORMING WASTEWATER TO RESOURCES
Delta Diablo

Staff Report
Meeting Date: September 9, 2026
Item: D/2

RECEIVE 2025 GOLD PEAK PERFORMANCE AWARD FROM NATIONAL ASSOCIATION OF CLEAN WATER AGENCIES

Recommendation

Receive the 2025 Gold Peak Performance Award from the National Association of Clean Water Agencies (NACWA) in recognition of the District's National Pollutant Discharge Elimination System (NPDES) permit compliance achievement.

Background Information

The NACWA Gold Peak Performance Award is presented to agencies that achieve 100%, complete and consistent NPDES permit compliance through an entire calendar year, which the District achieved in 2025.

Analysis

This award reflects the District's commitment regulatory compliance and environmental stewardship, which requires significant collaboration, coordinated efforts, and communication between key workgroups at the District to ensure full compliance with stringent NPDES permit requirements.

During 2025, the District treated more than 4.8 billion gallons of wastewater, performed more than 4,500 laboratory analyses, supported the reliability of more than 4,700 in-service assets through preventive and corrective maintenance efforts, and consistently fulfilled stringent regulatory reporting requirements.

Receipt of the 2025 NACWA Gold Peak Performance Award builds upon the District's 2024 NACWA Silver Peak Performance Award and represents a progression in the recognition level under NACWA's program.

Attachment

2025 NACWA Gold Peak Performance Award

		Attachments	
Prepared By:	Joaquin Gonzalez, Operations Manager		
Reviewed By:	Mark Koekemoer, Resource Recovery Services Director	☐ None	☐ Scope/Budget
Approved By:	Vince De Lange, General Manager	☐ Resolution	☐ Contract
File No.	BRD.01-ACTS	☐ Ordinance	☒ As Listed

Item D/2
Attachment

Gold
AWARD

Peak Performance
AWARDS

The National Association of Clean Water Agencies is pleased to recognize

Delta Diablo, CA
Delta Diablo Wastewater Treatment Facility

in recognition of its complete and consistent permit compliance during the calendar year

2025

Adam Krantz
NACWA Chief Executive Officer

NACWA
THE VOICE FOR A CLEAN WATER FUTURE

Staff Report
Meeting Date: September 9, 2026
Item: D/3

ADOPT RESOLUTION TO FLY DISTRICT FLAGS AT HALF-STAFF COMMENCING AT SUNRISE ON SEPTEMBER 10, 2026, FOR A PERIOD OF SEVEN DAYS, IN MEMORY OF MARY ANN MCNETT MASON, FORMER DISTRICT COUNSEL, WHO PASSED AWAY ON AUGUST 7, 2026

Recommendation

Adopt a Resolution to fly the District flags at half-staff commencing at sunrise on September 10, 2026, for a period of seven days, in memory of Mary Ann McNett Mason (former District Counsel), who passed away on August 7, 2026.

Background Information

Ms. Mason served as District Counsel for over 21 years from July 2001 through October 2022.

Analysis

Following 35 years of dedicated public service with Contra Costa County, Ms. Mason retired as County Counsel in 2023. During her tenure as District Counsel, she provided her expertise and guidance to 12 different board members and three different general managers. She was responsible for legal review of 375 resolutions and 47 ordinances covering a wide range of topics related to District Code, Sewer Service Charges, Capital Facilities Capacity Charges, Recycled Water Service Charges, the Capital Improvement Program, and several other activities critical to achieving the District’s core mission of protecting public health and the environment. On June 14, 2023, the Board of Directors adopted a resolution commending Ms. Mason on her retirement and high degree of professionalism, active engagement, and effective issue resolution as part of her dedicated commitment to public service.

In honor of Ms. Mason and her significant contributions, staff is recommending that the District fly its flags at half-staff for a period of seven days in honor of her passing on August 7, 2026.

		Attachments	
Prepared By:	Brian Thomas, Deputy General Manager		
Reviewed By:	Vince De Lange, General Manager	☐ None	☐ Scope/Budget
Approved By:	Vince De Lange, General Manager	☒ Resolution	☐ Contract
File No.	BRD.01-ACTS	☐ Ordinance	☐ As Listed

BEFORE THE BOARD OF DIRECTORS OF DELTA DIABLO

(*a California Special District*)

RESOLUTION NO. 13/2026

MATTER: Fly District Flags at Half-Staff Commencing at Sunrise on September 10, 2026, for a Period of Seven Days, In Memory of Mary Ann McNett Mason, Former District Counsel, Who Passed Away on August 7, 2026

The BOARD OF DIRECTORS OF DELTA DIABLO HAS DETERMINED THAT:

WHEREAS, Ms. Mary Ann McNett Mason served as District Counsel for over 21 years from July 2001 through October 2022; and

WHEREAS, during that time, she provided her expertise and guidance to 12 different Board members, three different general managers, and numerous District staff on a wide range of complex legal issues; and

WHEREAS, she was responsible for legal review of 375 resolutions and 47 ordinances covering a wide range of topics related to District Code, Sewer Service Charges, Capital Facilities Capacity Charges, Recycled Water Service Charges, the Capital Improvement Program, and several other activities critical to achieving the District's core mission of protecting public health and the environment; and

WHEREAS, on June 14, 2023, the Board of Directors adopted a resolution commending Ms. Mason on her retirement and high degree of professionalism, active engagement, and effective issue resolution as part of her dedicated commitment to public service; and

WHEREAS, she passed away on August 7, 2026 and will be greatly missed.

NOW, THEREFORE, the Board of Directors of Delta Diablo **DOES HEREBY RESOLVE AND ORDER:**

The District flags shall be flown at half-staff commencing at sunrise on September 10, 2026, for a period of seven days, in memory of Ms. Mary Ann McNett Mason, former District Counsel, who passed away on August 7, 2026.

PASSED AND ADOPTED on September 9, 2026, by the following vote:

AYES: ABSENT:

NOES: ABSTAIN:

I DO HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution adopted by the Board of Directors of Delta Diablo on September 9, 2026.

ATTEST: ______________________
Shanelle Scales-Preston
Board Secretary

APPROVE MINUTES OF SPECIAL BOARD OF DIRECTORS MEETING, JULY 23, 2026

Recommendation

Approve Minutes of Special Board of Directors Meeting, July 23, 2026.

DRAFT
Special Board of Directors Meeting Minutes
DELTA DIABLO
July 23, 2026

The meeting was called to order by Chair Monica Wilson at 4:30 pm, on Wednesday, July 23, 2026. Present was Vice Chair Jelani Killings. Director Shanelle Scales-Preston was absent. Also present were Rebecca Hooley, District Counsel; Vince De Lange, General Manager; Brian Thomas, Deputy General Manager; Murat Bozkurt, Engineering Services Director/District Engineer; Nitish Sharma, Business Services Director; Mark Koekemoer, Resource Recovery Services Director; Cindy Kirk, Acting Office Manager/Secretary to the Board; Anika Lyons, Finance Manager; Hasib Noori, Systems Administrator; Thanh Vo, Senior Engineer; Nayeli Basulto, Assistant Engineer; Kristoffer De Vera, Junior Engineer; Aryan Patel, Junior Engineer; Chris Phillips, Senior Operator (O&M Bargaining Unit representative); Samuel Gonzalez, Operator II; Claudia Argenal, Administrative Assistant II; and Katherine Garcia, Administrative Assistant II.

PUBLIC COMMENTS - None.

PUBLIC HEARING

Conduct Public Hearing on Street Sweeping Refuse Charges (SSRCs) for FY26/27 and Maximum Allowable SSRCs for FY27/28 through FY29/30; Close Public Hearing and Consider Any Testimony and Protests; Determine No Majority Protest Exists; Adopt Ordinance Establishing SSRCs for FY26/27 and Setting Maximum Allowable SSRCs for FY27/28 through FY29/30; and Adopt Resolution Approving Final Written Report and Directing Collection of Certain SSRCs on County Tax Roll for FY26/27

Chair Wilson opened the Public Hearing at 4:31 pm. Mr. Sharma provided an overview of the street sweeping program regulatory requirements and benefits, SSRC adjustment process, current charges, key SSRC adjustment drivers, SSRC revenue increase needs for FY26/27-FY29/30, proposed FY26/27 SSRCs and maximum FY27/28-FY29/30 SSRCs, Proposition 218 notice and written protests, and recommended board actions.

The Board received public comments from ten speakers, who asked questions regarding street sweeping charges, scheduling, and service quality. Mr. De Lange responded to the questions and noted the District would follow up on the issues raised.

Chair Wilson thanked the speakers for their comments and participation.

Vice Chair Killings thanked the speakers, noted importance of the comments received, and restated key drivers for the proposed SSRC increases.

		Attachments	
Prepared By:	Cecelia Nichols-Fritzler, Secretary to the Board		
Reviewed By:	Vince De Lange, General Manager	☒ None	☐ Scope/Budget
Approved By:	Vince De Lange, General Manager	☐ Resolution	☐ Contract
File No.	BRD.01-MINS	☐ Ordinance	☐ As Listed

Chair Wilson asked clarifying questions and encouraged staff to coordinate with agency contacts at the cities of Antioch and Pittsburg, and Bay Point.

Mr. De Lange stated the District would follow up on the comments received and work with the service providers to address the programmatic issues raised.

Ms. Kirk reported that 31 written protests were received and stated a majority protest does not exist as 28,756 written protests would be required.

Chair Wilson closed the public hearing at 5:17 pm. Vice Chair Killings moved approval, seconded by Chair Wilson, and by a roll call vote (Ayes: Killings, Wilson; Noes: None; Absent: Scales-Preston; Abstain: None), the Board approved the recommended actions.

RECOGNITION

Introduction of Kristoffer De Vera, Junior Engineer, to the District

Following an introduction by Mr. Bozkurt, the Board welcomed Mr. De Vera to the District.

Introduction of Aryan Patel, Junior Engineer, to the District

Following an introduction by Mr. Bozkurt, the Board welcomed Mr. Patel to the District.

CONSENT CALENDAR

Ms. Kirk noted that no public comments were received. Vice Chair Killings moved approval, seconded by Chair Wilson, and by a roll call vote (Ayes: Killings, Wilson; Noes: None; Absent: Scales-Preston; Abstain: None), the following Consent Calendar items were approved: Approve Minutes of Special Board of Directors Meeting, July 1, 2026; Receive District Monthly Check Register for May and June 2026; Authorize General Manager to Execute Amendment No. 3 to Consulting Services Contract in the Amount of $55,923, for a New Total Contract Amount Not to Exceed $726,219, Brown and Caldwell, Engineering Services, Digester Nos. 1 and 3 Rehabilitation, Project No. 25116; Authorize General Manager to Execute General Services Contract in an Amount Not to Exceed $238,080, Karla's Janitorial & Suppliers, L.L.C., Janitorial Services; Authorize General Manager to Execute General Services Contract in an Amount Not to Exceed $120,000, New Image Landscape Company, Landscape Services; Authorize General Manager to Amendment No. 3 to General Services Contract in the Amount of $200,000, for a New Total Contract Amount Not to Exceed $400,000, Liebert Cassidy Whitmore, Labor Relations and Negotiation Services; Authorize General Manager to Execute Amendment No. 1 to Consulting Services Contract in the Amount of $6,000, for a New Total Contract Amount Not to Exceed $240,000, MaxGrip Americas Inc., Information Technology Services; Authorize General Manager to Execute License Agreement with Con-Quest Contractors, Inc. for Use of District Property Adjacent to Recycled Water Facility; Authorize General Manager to Execute Consulting Services Contract in an Amount Not to Exceed $1,131,161, BKF Engineers, Construction Management Services, Shore Acres Forcemain Repair, Project No. 25124; Authorize General Manager to Execute Amendment No. 2 to General Services Contract in the Amount of $23,000, for a New Total Contract Amount Not to Exceed $288,000, TechKnowsion, Inc., Supervisory Control and Data Acquisition Support Services; Authorize General Manager to Execute Master Service Agreement in an Amount Not to Exceed $54,000, for a Three-Year Term, CivicPlus, LLC., Information Technology Services; Authorize General Manager to Establish a New FY26/27 Project in Wastewater Capital Asset Replacement Fund, Transfer Monies to Project from Wastewater Capital Asset Replacement Fund Reserves in the Amount of $80,000 in FY26/27, and Approve a Total Project Budget of

$80,000, Wireless Network Replacement, Project No. 27122; Adopt Resolution to Approve Leave for Reproductive Loss Policy (District Policy No. 2450); Authorize General Manager to Execute Amendment No. 11 to Agreement in the Amount of $200,000, for a New Total Contract Amount Not to Exceed $647,500, Extending Term from July 1, 2026, to October 31, 2026, City of Pittsburg, Street Sweeping Services.

<u>DELIBERATION ITEMS</u> - None.

<u>PRESENTATIONS AND REPORTS</u> - None.

<u>GENERAL MANAGER COMMENTS</u> - None.

<u>BOARD MEMBER COMMENTS</u> - None.

<u>CORRESPONDENCE</u> - None.

<u>CLOSED SESSION</u>

Before convening to closed session, Ms. Kirk stated there were no public comments received. The Board convened to closed session at 5:24 pm. The Board reconvened to open session at 5:45 pm and reported its intention to appoint Brian Thomas, Deputy General Manager, as Interim General Manager at a September Board Meeting and initiate an internal and external recruitment for the permanent General Manager position.

Chair Wilson adjourned the meeting at 5:45 pm and noted the next Board of Directors Meeting will be held at 4:30 pm on September 9, 2026.

____
Shanelle Scales-Preston
Board Secretary

(Recording Secretary: Cindy Kirk)

TRANSFORMING WASTEWATER TO RESOURCES

Delta Diablo

Staff Report

Meeting Date: September 9, 2026

Item: E/2

RECEIVE DISTRICT MONTHLY CHECK REGISTER FOR JULY AND AUGUST 2026

Recommendation

Receive the District Monthly Check Register for the months ending July 31, 2026, and August 31, 2026, respectively.

Background Information

Attached are the Check Registers for July and August 2026. The report includes 206 payments made in July and 137 payments made in August to District suppliers, consultants, service providers, contractors, and employees totaling $3,742,546.77 and $1,806,038.43 respectively.

Financial Impact

Sufficient funding is included in the adopted FY25/26-FY26/27 Biennial Budget for payments made in July and August 2026.

Attachments

1. Check Register for the Month Ending July 31, 2026
2. Check Register for the Month Ending August 31, 2026

		Attachments	
Prepared By:	Eka Ekanem, Senior Accountant		
Reviewed By:	Nitish Sharma, Business Services Director	☐ None	☐ Scope/Budget
Approved By:	Vince De Lange, General Manager	☐ Resolution	☐ Contract
File No.	BRD.01-ACTS	☐ Ordinance	☒ As Listed

Check Register for Cash Disbursements

Disbursements from July 1, 2026 to July 31, 2026

CHECK DATE	VENDOR NAME	INVOICE #	CHECK #	INVOICE AMT	DESCRIPTION	CHECK AMT
7/2/2026	**GRAINGER**		**40491**			**$1,441.48**
		9956254222		$1,441.48	INVTY U104419 FY2526	
7/2/2026	**KEMIRA WATER SOLUTIONS, INC.**		**40492**			**$9,853.79**
		9017943360		$9,853.79	FERROUS CHLORIDE FY2526	
7/2/2026	**SYSTEM 1 STAFFING**		**40493**			**$3,292.50**
		8183		$3,292.50	O/S TEMP FY2526	
7/2/2026	**UNIVAR USA INC**		**40494**			**$16,058.50**
		53960138		$16,058.50	SODIUM HYPOCHLORITE FY2526	
7/10/2026	**BROWN AND CALDWELL**		**40495**			**$19,826.00**
		11605375		$19,826.00	CONSULTING SERVICES COGENERATION PN 22114	
7/10/2026	**CHEMTRADE CHEMICALS US LLC**		**40496**			**$4,401.68**
		90388988		$4,401.68	ALUMINUM SULFATE FY2526	
7/10/2026	**KEMIRA WATER SOLUTIONS, INC.**		**40497**			**$21,555.52**
		9017945639		$10,753.15	FERROUS CHLORIDE FY2526	
		9017945941		$10,802.37	FERROUS CHLORIDE FY2526	
7/10/2026	**SYSTEM 1 STAFFING**		**40498**			**$3,592.50**
		8188		$3,592.50	O/S TEMP	
7/10/2026	**UNIVAR USA INC**		**40499**			**$16,068.85**
		53969547		$16,068.85	SODIUM HYPOCHLORITE FY2526	
7/17/2026	**BROWN AND CALDWELL**		**40500**			**$201,095.89**
		11605602		$115,684.10	DESIGN SERVICE FOR DIGESTER 1 & 3 REHAB PN 25116	
		11607091		$18,297.75	CONSULTING SERVICES COGENERATION PN 22114 FY2526	
		17605605		$51,127.54	ERB IMPROVEMENTS PN 19110	
		17607167		$15,986.50	ERB IMPROVEMENTS PN 19110 FY2526	
7/17/2026	**CHEMTRADE CHEMICALS US LLC**		**40501**			**$4,469.63**
		90410869		$4,469.63	ALUMINUM SULFATE FY2526	
7/17/2026	**SHIMMICK CONSTRUCTION COMPANY INC**		**40502**			**$254,485.48**
		19		$267,879.44	COGENERATION SYSTEM IMPROVEMENTS PN 22114 FY2526	
7/24/2026	**CHEMTRADE CHEMICALS US LLC**		**40503**			**$4,377.71**
		90411551		$4,377.71	ALUMINUM SULFATE FY2526	
7/24/2026	**CLEAN EARTH ENVIRONMENTAL SOLUTIONS, INC**		**40504**			**$241,754.24**
		72204505124		$101,087.33	PROVIDE TRAN/DISPOSAL/LABOR FOR HHW & FY2526	
		72204508001		$42,055.13	PROVIDE TRAN/DISPOSAL/LABOR FOR HHW & TEMP FY2526	
		72204517250		$98,611.78	PROVIDE TRAN/DISPOSAL/LABOR FOR HHW & TEMP FY2526	
7/24/2026	**GRAINGER**		**40505**			**$3,142.95**
		9973825764		$2,916.69	INVTY U104426	
		9973911150		$226.26	INVTY U104426	

CHECK DATE	VENDOR NAME	INVOICE #	CHECK #	INVOICE AMT	DESCRIPTION	CHECK AMT
7/31/2026	**CHEMTRADE CHEMICALS US LLC**		**40506**			**$14,728.62**
		90416375		$4,041.29	ALUMINUM SULFATE FY2526	
		90416376		$4,191.97	ALUMINUM SULFATE FY2526	
		90421206		$6,495.36	ALUMINUM SULFATE	
7/31/2026	**CLEAN EARTH ENVIRONMENTAL SOLUTIONS, INC**		**40507**			**$41,405.40**
		72204524406		$41,405.40	PROVIDE TRAN/DISPOSAL/LABOR FOR HHW & TEMP FY2526	
7/31/2026	**IN SHAPE HEALTH CLUBS**		**40508**			**$1,384.96**
		73954		$1,384.96	GYM	
7/31/2026	**KEMIRA WATER SOLUTIONS, INC.**		**40509**			**$26,547.33**
		9017946757		$16,835.13	FERRIC CHLORIDE FY2526	
		9017947619		$9,712.20	FERRIC AND FERROUS CHLORIDE	
7/31/2026	**STOEL RIVES LLP**		**40510**			**$1,297.80**
		8132207		$1,297.80	CAPITAL FUNDS LEGAL FEES FOR STOEL RIVES FY2526	
7/31/2026	**SUN LIFE ASSURANCE COMPANY OF CANADA**		**40511**			**$10,677.88**
		73957		$787.68	P/R DENTAL INSURANCE PAYABLE 0726	
		73958		$9,890.20	P/R DENTAL INSURANCE PAYABLE 0726	
7/31/2026	**SYNAGRO WEST, LLC**		**40512**			**$92,035.24**
		66315A		$2,633.12	BIOSOLIDS HAULING FY2526	
		69917		$89,402.12	BIOSOLIDS HAULING FY2526	
7/31/2026	**SYSTEM 1 STAFFING**		**40513**			**$7,920.00**
		8199		$3,652.50	O/S TEMP	
		8204		$4,267.50	O/S TEMP	
7/31/2026	**TRI-VALLEY JANITORIAL SERVICE & SUPPLY INC,**		**40514**			**$10,028.00**
		442845		$9,611.00	JANITORIAL SERVICES - FY26	
		552014		$417.00	JANITORIAL SERVICES - FY26	
7/31/2026	**UNIVAR USA INC**		**40515**			**$55,751.22**
		53982513		$16,057.07	SODIUM HYPOCHLORITE FY2526	
		53994463		$16,016.06	SODIUM HYPOCHLORITE FY2526	
		53996709		$6,656.74	SODIUM BISULFITE	
		54006604		$17,021.35	SODIUM HYPOCHLORITE	
7/1/2026	**AFLAC**		**47050**			**$994.24**
		268310		$994.24	INSURANCE 0626	
7/1/2026	**ALAMEDA ELECTRIC DISTRIBUTORS**		**47051**			**$62.07**
		S6268847002		$62.07	TRIANGLE PLC REPLACEMENT FY2526	
7/1/2026	**TAYLOR AMARO**		**47052**			**$1,075.22**
		73748		$1,075.22	T&M - CWEA AC26 CONF SAC CA 0426	
7/1/2026	**APEX SYSTEMS LLC**		**47053**			**$1,804.22**
		0008957314		$1,804.22	TEMPORARY STAFFING SERVICES FY2526	
7/1/2026	**AT&T**		**47054**			**$6,130.50**
		000025423200		$6,130.50	PHONE EXP FY2526	

CHECK DATE	VENDOR NAME	INVOICE #	CHECK #	INVOICE AMT	DESCRIPTION	CHECK AMT
7/1/2026	**CALIFORINA MUNICIPAL TREASURERS ASSOCIATION**		**47055**			**$150.00**
		300004498		$150.00	MEMBRS, DUES & PROF LICENS	
7/1/2026	**CONTRA COSTA HEALTH SERVICES**		**47056**			**$8,027.00**
		IN0332424		$8,027.00	PERMIT & REG FEES FY2627	
7/1/2026	**GES BIOTEK**		**47057**			**$43,264.00**
		INV12779040		$43,264.00	REPLACMENT MEDIA AND SUPPORT TRAYS	
7/1/2026	**GOLDEN STATE WATER CO.**		**47058**			**$2,836.90**
		73765		$2,836.90	AC# 07744100004 0626	
7/1/2026	**GOLDEN STATE WATER CO.**		**47059**			**$1,657.04**
		73766		$1,657.04	AC# 32249200000 0626	
7/1/2026	**LEGAL SHIELD**		**47060**			**$152.65**
		73727		$152.65	LEGAL MEMBERSHIP FY2526	
7/1/2026	**LINDE GAS & EQUIPMENT INC**		**47061**			**$1,912.13**
		56756637		$1,912.13	OXYGEN RENTAL	
7/1/2026	**MAXGRIP AMERICAS INC**		**47062**			**$50,737.50**
		26710140		$50,737.50	SOFTWARE IMPLEMENTATION - MAXGRIP (CMMS) FY2526	
7/1/2026	**MIGUEL MENDOZA**		**47063**			**$250.00**
		73718		$250.00	SAFETY SUPPLIES - EE RELATED- SHOE REIMB	
7/1/2026	**MOTHER NATURE'S HANGUPS**		**47064**			**$805.00**
		20266262		$805.00	PROVIDE SERVICES TO WATER, FERTILIZE, FY2526 0626	
7/1/2026	**MOTION INDUSTRIES INC.**		**47065**			**$3,308.56**
		CA2401249562		$3,308.56	INVTY U104411 FY2526	
7/1/2026	**NORTHPOINT SECURITY SERVICES, INC**		**47066**			**$5,724.00**
		46459		$5,724.00	SECURITY PATROL SERVICES FY2526	
7/1/2026	**OMNI ALARM SOLUTIONS INC.**		**47067**			**$408.00**
		73759		$408.00	FIRE ALARM CENTRAL STATION MONITORING	
7/1/2026	**PACIFIC GAS & ELECTRIC COMPANY**		**47068**			**$58,471.85**
		73719		$58,471.85	AC# 5138050344-4 0526	
7/1/2026	**PHIL'S DIESEL CLINIC INC.**		**47069**			**$1,844.15**
		3188		$836.47	DISTRICT FLEET SERVICES	
		3189		$374.62	DISTRICT FLEET SERVICES FY2526	
		3190		$258.44	DISTRICT FLEET SERVICES	
		3191		$374.62	DISTRICT FLEET SERVICES FY2526	
7/1/2026	**CITY OF PITTSBURG**		**47070**			**$1,049.50**
		73742		$1,049.50	UTILITIES 0526-0626	
7/1/2026	**PRIMO BRANDS**		**47071**			**$1,390.53**
		06F8720331911		$1,390.53	WATER BOTTLE DELIVERY	
7/1/2026	**SAN FRANCISCO BAY CONSERVATION AND DEVELOPMENT**		**47072**			**$8,500.00**
		72256		$8,500.00	PERMIT & REGULATORY FEES	

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7/1/2026	SOUTHWEST VALVE & EQUIPMENT LLC		47073			$2,744.09
		67371B53802		$2,744.09	INVTY U104402 FY2526	
7/1/2026	STATE OF CALIFORNIA		47074			$356.00
		73717		$356.00	GARNISHMENTS OTHER - MICHEAL S MCKINNEY	
7/1/2026	VERIZON WIRELESS		47075			$2,392.27
		6146586394		$2,392.27	PHONE 0626	
7/9/2026	AFSCME DISTRICT COUNCIL 57		47076			$4,737.06
		UNION DUES O & M57		$3,614.01	UNION DUES O&M	
		UNION DUES P & T57		$1,123.05	UNION DUES P&T	
7/9/2026	ALLIANT INSURANCE SERVICES		47077			$11,224.00
		3586652		$11,224.00	LIABILITY- GEN INSURANCE FY2627	
7/9/2026	TAYLOR AMARO		47078			$250.00
		73829		$250.00	SAFETY SUPPLIES - EE RELATED SAFETY SHOES FY2627	
7/9/2026	CITY OF ANTIOCH- WATER		47079			$87.74
		73838		$87.74	AC# 013-0002300 0626	
7/9/2026	APEX SYSTEMS LLC		47080			$1,842.50
		0008964308		$1,842.50	TEMPORARY STAFFING SERVICES FY2526	
7/9/2026	APPLIED TECHNICAL SERVICES LLC		47081			$1,068.62
		4239113		$1,068.62	Laboratory Support Equipment Calibration FY2526	
7/9/2026	JUAN AREVALO		47082			$250.00
		73781		$250.00	SAFETY SUPPLIES - EE RELATED - SAFETY SHOES FY2526	
7/9/2026	BATTALION ONE FIRE PROTECTION, INC		47083			$1,500.00
		77267		$1,500.00	FIRE SUPRESSION SYSTEMS MAINTENANCE FY2526	
7/9/2026	BATTERIES PLUS BULBS		47084			$1,274.12
		P89258320		$1,274.12	REPLACEMENT BATTERIES FY2526	
7/9/2026	BAY AREA NEWS GROUP		47085			$250.92
		00001477803		$250.92	ADS 06/26	
7/9/2026	BSK ASSOCIATES		47086			$2,624.00
		AJ15197		$1,323.00	Inhibitory Residue Analysis and Water FY2526	
		AJ15203		$1,301.00	Inhibitory Residue Analysis and Water FY2526	
7/9/2026	CAPSTONE FIRE & SAFETY MANAGEMENT		47087			$9,114.31
		INV3638		$9,114.31	CONFINED SPACE STAND-BY RESCUE SERVICES (FY 26)	
7/9/2026	STEPHEN CARDIEL		47088			$80.13
		73812		$80.13	T&M 2026 CMAA NORCAL 0426	
7/9/2026	CONTRA COSTA COUNTY FIRE		47089			$632.00
		62434		$632.00	PERMIT FEE FY2526	
7/9/2026	COALITION OF CONTROLLING INS COSTS IN CALIFORNIA		47090			$141.40
		20267		$141.40	FRINGE BENEFITS - EAP FY2627	

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7/9/2026	**DATCO**		**47091**			**$129.00**
		200228		$129.00	POST EMPL FEE	
7/9/2026	**EVANTEC SCIENTIFIC**		**47092**			**$2,151.60**
		202600600		$2,151.60	Laboratory Consumables Services FY2526	
7/9/2026	**CODY HAIGHT**		**47093**			**$255.00**
		73763		$255.00	MEMBRS, DUES & PROF LICENS	
7/9/2026	**HDR ENGINEERING, INC.**		**47094**			**$608,339.33**
		1200837570		$607,667.52	ENGINEERING DESIGN SERVICES FOR PN 22126	
		1200838152		$671.81	ENGINEERING SERVICES FOR APS & CON PN20121 FY2526	
7/9/2026	**IB CONSULTING, LLC**		**47095**			**$10,615.00**
		19876		$10,615.00	STREET SWEEPING RATE ASSESSMENT FY2526 FY2526	
7/9/2026	**LIEBERT, CASSIDY, WHITMORE**		**47096**			**$14,910.50**
		326483		$2,200.00	LABOR NEGOTIATION SERVICES FY2526	
		326484		$4,733.00	LABOR NEGOTIATION SERVICES FY2526	
		326485		$2,960.00	LABOR NEGOTIATION SERVICES FY2526	
		326486		$280.00	LCW POLICY DEVELOPMENT FY2526	
		326487		$4,737.50	LCW POLICY DEVELOPMENT FY2526	
7/9/2026	**LINDE GAS & EQUIPMENT INC**		**47097**			**$1,912.13**
		5746662		$1,912.13	OXYGEN RENTAL	
7/9/2026	**JOSE MARTINEZ**		**47098**			**$250.00**
		73783		$250.00	SAFETY SHOES FY2526	
7/9/2026	**McCAULEY AGRICULTURAL & PEST SERVICES**		**47099**			**$1,570.00**
		13754322		$80.00	PEST CONTROL SERVICES FY2526	
		13754323		$865.00	PEST CONTROL SERVICES FY2526	
		13754324		$65.00	PEST CONTROL SERVICES FY2526	
		13754325		$65.00	PEST CONTROL SERVICES FY2526	
		13754326		$65.00	PEST CONTROL SERVICES FY2526	
		13754327		$65.00	PEST CONTROL SERVICES FY2526	
		13754328		$65.00	PEST CONTROL SERVICES FY2526	
		13755944		$300.00	PEST CONTROL SERVICES FY2526	
7/9/2026	**MDRR PITTSBURG**		**47100**			**$4,443.05**
		73797		$4,443.05	AC# 10-0031550 0626	
7/9/2026	**MDRR-PARK (MT. DIABLO RESOURCE RECOVERY PARK)**		**47101**			**$301.83**
		002773572		$301.83	WASTE 0626	
7/9/2026	**MSC INDUSTRIAL SUPPLY CO. INC.**		**47102**			**$119.78**
		30891511		$119.78	INVTY U104378 FY2526	
7/9/2026	**NWN CORPORATION**		**47103**			**$97,598.77**
		IN734083		$97,598.77	HARDWARE PURCHASE - UCS C220 M7 FY2526	
7/9/2026	**CHRIS PHILLIPS**		**47104**			**$250.00**
		73780		$250.00	SAFETY SUPPLIES - EE RELATED - SHOE REIMB FY2526	

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7/9/2026	**PITTSBURG AUTOMOTIVE**		**47105**			**$245.03**
		20260		$155.00	DISTRICT FLEET SERVICES FY2526	
		20447		$90.03	DISTRICT FLEET SERVICES FY2526	
7/9/2026	**PRIMO BRANDS**		**47106**			**$574.59**
		06G87203319 11		$574.59	WATER BOTTLE DELIVERY FY2526	
7/9/2026	**READY PRINT**		**47107**			**$577.29**
		53071		$137.19	PRINTING SERVICES FY2526	
		53094		$137.19	PRINTING SERVICES FY2526	
		53148		$302.91	PRINTING SERVICES	
7/9/2026	**STANDARD INSURANCE COMPANY**		**47108**			**$4,810.62**
		73827		$4,810.62	LIFE & LTD INS. FY2627	
7/9/2026	**STATE OF CALIFORNIA**		**47109**			**$100.00**
		733784		$100.00	EARNINGS GARNSIHMENT	
7/9/2026	**STATE OF CALIFORNIA**		**47110**			**$350.00**
		6334073		$225.00	EARNINGS GARNSIHMENT	
		GARNISHME NT97		$125.00	EARNINGS GARNSIHMENT	
7/9/2026	**STATE WATER RESOURCES**		**47111**			**$228.00**
		73804		$228.00	MEMBRS, DUES & PROF GABRIEL ESPARZA OIT CERT 2627	
7/9/2026	**THOMAS & ASSOCIATES**		**47112**			**$3,049.52**
		35414		$3,049.52	INVTY U104389 FY2526	
7/9/2026	**STACY TUCKER**		**47113**			**$14.89**
		73814		$14.89	T&M - POST OFFICE FY2526	
7/9/2026	**VISION SERVICE PLAN**		**47114**			**$1,751.12**
		825435876		$19.29	VISION COBRA 07/26	
		825435878		$1,731.83	VISION 07/26	
7/9/2026	**WATER ONE INDUSTRIES INC**		**47115**			**$315.00**
		226305		$315.00	QUARTERLY SERVICE HOT AND COLD WATER LOOPS	
7/16/2026	**ALLIANT INSURANCE SERVICES**		**47117**			**$9,875.00**
		3586864		$9,875.00	LIABILITY- GEN INSURANCE FY2627	
7/16/2026	**CITY OF ANTIOCH- WATER**		**47118**			**$6,759.15**
		73837		$98.10	AC# 013-0002400 0626	
		73839		$98.10	AC# 013-0002200 0626	
		73840		$98.10	AC# 013-0002100 0626	
		73841		$4,345.20	AC# 013-0011000 0626	
		73842		$98.10	AC# 004-0151000 0626	
		73843		$2,021.55	AC# 004-0151300 0626	
7/16/2026	**BASIC BENEFITS, LLC**		**47119**			**$115.00**
		IN3787121		$115.00	P/R DENTAL INSURANCE PAYABLE 0726	
7/16/2026	**BATTALION ONE FIRE PROTECTION, INC**		**47120**			**$5,887.10**
		77288		$5,887.10	FIRE SUPRESSION SYSTEMS MAINTENANCE FY26	
7/16/2026	**BAYWORK**		**47121**			**$1,654.00**
		1429		$1,654.00	MEMBRS, DUES & PROF LICENS	

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7/16/2026	**CAROLLO ENGINEERS**		**47122**			**$71,178.49**
		FB84441		$17,881.49	CM&I SERVICES SPI PH 1 PN 22126 FY2526	
		FB84531		$5,500.00	ODOR & CORROSION CONTROL EVAL FY2526	
		FB848269		$47,797.00	ENGINEERING SERVICES FOR SCADA PN 25114 FY2526	
7/16/2026	**COMCAST BUSINESS COMMUNICATIONS, LLC**		**47123**			**$860.93**
		275700271		$860.93	PHONE EXP 0626	
7/16/2026	**CONCENTRA/OCCUPATIONAL HEALTH CENTERS**		**47124**			**$326.00**
		91631447		$326.00	PRE EMPL COST	
7/16/2026	**CONTRA COSTA WATER DISTRICT**		**47125**			**$10.24**
		73850		$10.24	UTILITIES 3030816 0626	
7/16/2026	**CORE & MAIN LP**		**47126**			**$247.97**
		INV0032023		$247.97	Sludge Judge II Large Capacity Core Sampler FY2526	
7/16/2026	**CORELOGIC SOLUTIONS LLC**		**47127**			**$200.00**
		30881754		$200.00	SOFTWARE RENEWAL - PROPERTY INTELLIGENCE FY2526	
7/16/2026	**CSRMA**		**47128**			**$479,971.00**
		7672		$215,146.00	F/BEN-WORKER'S COMP FY2627	
		7716		$264,825.00	PROPERTY INSURANCE FY2627	
7/16/2026	**DEPT OF GENERAL SERVICES**		**47129**			**$66.32**
		1431837		$66.32	UTILITIES 05/26	
7/16/2026	**DIABLO WATER DISTRICT**		**47130**			**$318.59**
		73855		$318.59	UTILITIES 0626 1090170400	
7/16/2026	**EMPLOYMENT DEVELOPMENT DEPARTMENT**		**47131**			**$250.99**
		L1138884144		$250.99	UNEMPLOYMENT INSURANCE BENEFITS FY2526	
7/16/2026	**EVANTEC SCIENTIFIC**		**47132**			**$5,773.00**
		202600609		$1,095.68	Laboratory Consumables Services FY2526	
		202600613		$3,094.84	Laboratory Consumables Services	
		202600614		$1,582.48	Laboratory Consumables Services FY2526	
7/16/2026	**GRAYBAR ELECTRIC COMPANY, INC.**		**47133**			**$3,215.41**
		9353640859		$3,140.06	ROSSMORE AND STONEMAN PLC REPLACEMENT FY2526	
		9353732448		$75.35	ROSSMORE AND STONEMAN PLC REPLACEMENT FY2526	
7/16/2026	**HARRIS & ASSOCIATES, INC.**		**47134**			**$34,079.40**
		72900		$34,079.40	ENGINEERING SERVICES MANHOLE IMPROV PN24112 0526	
7/16/2026	**HDR ENGINEERING, INC.**		**47135**			**$18,035.79**
		1200842826		$18,035.79	ENGINEERING SERVICES FOR APS & CONV PN20121 FY2526	
7/16/2026	**HIRERIGHT, INC.**		**47136**			**$181.87**
		G4374441		$181.87	PRE EMPL COST FY2526	
7/16/2026	**HUNT & SONS LLC**		**47137**			**$7,421.12**
		197959		$7,421.12	DISTRICT FUEL SERVICES FY2526	

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7/16/2026	**ICS INTEGRATED COMMUNICATION SYSTEMS**		**47138**			**$492.00**
		2608021		$492.00	HARDWARE SUPPORT - BOARDROOM ISSUE	
7/16/2026	**JEFF IMACHI**		**47139**			**$110.20**
		73721		$110.20	T&M - NORCAL HOUSEHOLD HAZARDOUS WASTE CITRUS HEIG	
7/16/2026	**LYSTEK INTERNATIONAL LIMITED**		**47140**			**$10,480.01**
		91488064		$10,480.01	BIOSOLIDS DISPOSAL FY2526	
7/16/2026	**MDRR PITTSBURG**		**47141**			**$1,031.30**
		73798		$1,031.30	AC# 10-0018920 0626	
7/16/2026	**MOTION INDUSTRIES INC.**		**47142**			**$2,920.74**
		CA240125108 1		$2,920.74	INVTY U104421 FY2627	
7/16/2026	**NEW IMAGE LANDSCAPE COMPANY**		**47143**			**$2,693.00**
		154603		$2,693.00	LANDSCAPE SERVICES FY2526	
7/16/2026	**ODP BUSINESS SOLUTIONS LLC**		**47144**			**$819.77**
		46787962900 1		$134.82	DISTRICT-WIDE OFFICE SUPPLIES FY2526	
		46849206800 1		$91.73	DISTRICT-WIDE OFFICE SUPPLIES FY2526	
		47399319200 1		$593.22	DISTRICT-WIDE OFFICE SUPPLIES	
7/16/2026	**PACIFIC ECO-RISK LABORATORIES**		**47145**			**$4,478.00**
		21445		$4,478.00	Laboratory Bioassay Analytical Services FY2526	
7/16/2026	**PACIFIC GAS & ELECTRIC COMPANY**		**47146**			**$334.04**
		00085327708		$334.04	UTILITIES 0726	
7/16/2026	**PACIFIC GAS & ELECTRIC COMPANY**		**47147**			**$53.70**
		00085327716		$53.70	UTILITIES 0726	
7/16/2026	**PACIFIC GAS & ELECTRIC COMPANY**		**47148**			**$210,080.11**
		73905		$210,080.11	AC# 4835091675-4 0626	
7/16/2026	**PACIFIC GAS & ELECTRIC COMPANY**		**47149**			**$82,775.81**
		73906		$82,775.81	AC# 4887173962-8 0626	
7/16/2026	**PSOMAS**		**47150**			**$53,283.90**
		236679		$53,283.90	CONSTRUCTION MANAGEMENT SERVICES, PN 22114 FY2526	
7/16/2026	**TODD RAVAZZA**		**47151**			**$193.00**
		73858		$193.00	SAFETY SUPPLIES - EE RELATED SAFETY GLASSES FY2526	
7/16/2026	**REDWOOD PUBLIC LAW LLP**		**47152**			**$460.00**
		20712		$460.00	O/S SERV - LEGAL FY2526	
7/16/2026	**REGIONAL MONITORING PROGRAM**		**47153**			**$69,929.00**
		3026061		$69,929.00	PERMIT & REGULATORY FEES	
7/16/2026	**REPUBLIC SERVICES #210**		**47154**			**$15,323.81**
		02100148433 56		$13,879.98	WASTE 0626	
		02100148765 63		$1,443.83	WASTE 0726	
7/16/2026	**TECHKNOWSION INC.**		**47155**			**$3,145.00**
		3244		$3,145.00	SCADA SUPPORT ON CALL / AS NEEDED FY2526	

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7/16/2026	**UMPQUA BANK**		**47156**			**$13,393.96**
		73897		$13,393.96	RETENTION - SHIMMICK CONSTRUCTIONS COMPANY PMT 19	
7/16/2026	**UNIFIRST CORPORATION**		**47157**			**$494.03**
		2360261711		$129.00	UNIFORM / LAUNDRY SERVICE FY26	
		2360261719		$282.11	UNIFORM / LAUNDRY SERVICE FY26	
		2360261727		$82.92	UNIFORM / LAUNDRY SERVICE FY26	
7/16/2026	**UNIQUE SCAFFOLD**		**47158**			**$3,922.80**
		14469REV		$3,922.80	SCAFFOLDING SERVICE FY2526	
7/16/2026	**UNITED RENTALS**		**47159**			**$3,623.49**
		264030443001		$3,623.49	RENTAL EQUIPMENT PRODUCTS & SERVICES - FY25/26	
7/16/2026	**V&A CONSULTING ENGINEERS, INC.**		**47160**			**$2,600.00**
		26808		$2,600.00	ON CALL FLOW MONITORING SERVICES FY2526	
7/16/2026	**WOODARD & CURRAN INC.**		**47161**			**$4,496.25**
		262809		$4,496.25	ENGINEERING SERVICES PN 24113 FY2526	
7/16/2026	**YORKE ENGINEERING, LLC**		**47162**			**$588.50**
		50437		$588.50	AIR QUALITY SUPPORT AND COMPLIANCE ASSIST FY2526	
7/23/2026	**TAYLOR AMARO**		**47163**			**$2,500.00**
		73939		$2,500.00	COMPUTER LOAN FY2627	
7/23/2026	**JASON BOOE**		**47164**			**$250.00**
		73946		$250.00	SAFETY SUPPLIES - EE SAFETY SHOES- JASON BOOE	
7/23/2026	**CALIFORNIA RIVER WATCH**		**47165**			**$35,000.00**
		73971		$35,000.00	O/S SERV - LEGAL	
7/23/2026	**COMPLETE PAPERLESS SOLUTIONS, LLC**		**47166**			**$24,002.00**
		4916		$24,002.00	SOFTWARE RENEWAL - LASERFICHE CLOUD SUBSCRIPTION	
7/23/2026	**CONTRA COSTA COUNTY**		**47167**			**$44,572.00**
		73934		$44,572.00	LEGAL SERVICES FY25-26 4RD QTR	
7/23/2026	**E-RECYCLING OF CALIFORNIA**		**47168**			**$420.78**
		I2602501		$420.78	EWASTE MANAGEMENT SERVICES FOR HHW PROGRAM FY2526	
7/23/2026	**EVOQUA WATER TECHNOLOGIES, LLC**		**47169**			**$515.90**
		907649755		$515.90	Laboratory DI Water System Rental FY2627	
7/23/2026	**FASTENAL COMPANY**		**47170**			**$636.14**
		CACON64349		$636.14	FASTENAL BLANKET PO FY-26/27	
7/23/2026	**G3 ENGINEERING, INC**		**47171**			**$10,793.79**
		20268640		$10,793.79	INVTY U104420	
7/23/2026	**JOE GOIS**		**47172**			**$250.00**
		73945		$250.00	SAFETY SUPPLIES - EE RELATED SAFETY SHOES	
7/23/2026	**LINDE GAS & EQUIPMENT INC**		**47173**			**$2,524.85**
		57742316		$2,524.85	OXYGEN RENTAL FY2627	
7/23/2026	**MAZE & ASSOCIATES**		**47174**			**$13,500.00**
		55015		$13,500.00	AUDIT SERVICES FYE 6/30/26 FY2627	

CHECK DATE	VENDOR NAME	INVOICE #	CHECK #	INVOICE AMT	DESCRIPTION	CHECK AMT
7/23/2026	**MCCAMPBELL ANALYTICAL, INC.**		**47175**			**$3,170.20**
		2026111ARREV1		$3,170.20	Laboratory Analysis Services for NPDES, Pre FY2526	
7/23/2026	**MCMASTER CARR SUPPLY CO**		**47176**			**$520.38**
		67728188		$520.38	INVTY U104428	
7/23/2026	**NWN CORPORATION**		**47177**			**$3,362.53**
		IN25916		$3,362.53	PHONE EXP FY2526	
7/23/2026	**ONSOLVE INTERMEDIATE HOLDING COMPANY**		**47178**			**$1,417.39**
		15370838		$1,417.39	SOFTWARE RENEWAL - ONECALL FY2627	
7/23/2026	**PACIFIC COAST TRANE SERVICE**		**47179**			**$970.00**
		MAINT00004675		$970.00	POC CHILLER PREVENTATIVE MAINTENANCE AND FY2526	
7/23/2026	**CITY OF PITTSBURG**		**47180**			**$92,572.71**
		533		$33,565.90	STREET SWEEPING SERVICES, CITY OF PITTSBURG FY26	
		569		$30,909.88	STREET SWEEPING SERVICES, CITY OF PITTSBURG FY26	
		572		$28,096.93	STREET SWEEPING SERVICES, CITY OF PITTSBURG FY26	
7/23/2026	**PSOMAS**		**47181**			**$1,380.00**
		236676		$1,380.00	CONSTRUCTION MANAGEMENT SERVICES FY2526	
7/23/2026	**RAFTELIS FINANCIAL CONSULTANTS INC**		**47182**			**$18,087.50**
		46238		$8,025.00	PROFESSIONAL SERVICES FY2526	
		46992		$10,062.50	PROFESSIONAL SERVICES FY2526	
7/23/2026	**STATE OF CALIFORNIA**		**47183**			**$100.00**
		733785		$100.00	EARNINGS GARNSIHMENT	
7/23/2026	**STATE OF CALIFORNIA**		**47184**			**$350.00**
		6334074		$225.00	EARNINGS GARNSIHMENT	
		GARNISHMENT98		$125.00	EARNINGS GARNSIHMENT	
7/23/2026	**UNIFIRST CORPORATION**		**47185**			**$396.35**
		2360263621		$129.00	UNIFORM / LAUNDRY SERVICE FY 26/27	
		2360263635		$267.35	UNIFORM / LAUNDRY SERVICE FY 26/27	
7/23/2026	**UNIFIRST FIRST AID CORP**		**47186**			**$1,875.00**
		37060000013		$1,875.00	SAFETY TRAINING SUPPORT FY2526	
7/23/2026	**UNITED RENTALS**		**47187**			**$947.70**
		263246676002		$947.70	RENTAL EQUIPMENT PRODUCTS & SERVICES - FY25/26	
7/23/2026	**USABLUEBOOK**		**47188**			**$2,953.86**
		INV01092049		$2,953.86	INVTY U104429	
7/23/2026	**WATER ONE INDUSTRIES INC**		**47189**			**$250.00**
		227936		$250.00	QUARTERLY SERVICE HOT AND COLD WATER LOOPS	
7/23/2026	**WESCO**		**47190**			**$163.91**
		10000165679		$163.91	PVC COATED CONDUIT PARTS/ MATERIALS FY2526	

CHECK DATE	VENDOR NAME	INVOICE #	CHECK #	INVOICE AMT	DESCRIPTION	CHECK AMT
7/30/2026	**AFLAC**		**47191**			**$994.24**
		576753		$994.24	INSURANCE 0726	
7/30/2026	**ALAMEDA ELECTRIC DISTRIBUTORS**		**47192**			**$366.58**
		S6268847003		$366.58	TRIANGLE PLC REPLACEMENT FY2526	
7/30/2026	**APGN INC**		**47193**			**$3,840.00**
		22671		$3,840.00	1 DAY SITE VISIT/ BLOWER VIBRATION DIAG FY2526	
7/30/2026	**ASSOCIATED SERVICES COMPANY**		**47194**			**$278.46**
		326070153		$278.46	FY 26/27 COFFEE AND COFFEE SUPPLIES	
7/30/2026	**BLACK & VEATCH CORPORATION**		**47195**			**$27,263.00**
		1503454		$27,263.00	RW FACILITY O&M MANUAL UPDATE ON CALL FY2526	
7/30/2026	**CALIFORNIA DEPT OF TAX AND FEE**		**47196**			**$2,180.00**
		73975		$2,180.00	PERMIT & REGULATORY FEE	
7/30/2026	**CALIPRINTS LLC**		**47197**			**$1,297.17**
		6999374		$1,297.17	INVTY U104399 FY2526	
7/30/2026	**CAPSTONE FIRE & SAFETY MANAGEMENT**		**47198**			**$25,039.21**
		INV3617		$17,498.95	CONFINED SPACE STAND-BY RESCUE SERVICES (FY 26)	
		INV3729REV		$7,540.26	CONFINED SPACE STAND-BY RESCUE SERVICES (FY 26)	
7/30/2026	**CONCENTRA/OCCUPATIONAL HEALTH CENTERS**		**47199**			**$73.00**
		91797279		$73.00	PRE EMPL COST	
7/30/2026	**CONTRA COSTA MOSQUITO**		**47200**			**$144.46**
		202509		$7.26	O/S SERV - PROFESSIONAL SITE TREATMENT	
		202606		$137.20	O/S SERV - PROFESSIONAL SITE TREATMENT FY2526	
7/30/2026	**DLT SOLUTIONS**		**47201**			**$3,182.64**
		SI741493		$3,182.64	SOFTWARE RENEWAL - AUTOCAD	
7/30/2026	**E-RECYCLING OF CALIFORNIA**		**47202**			**$378.06**
		I2602426		$378.06	EWASTE MANAGEMENT SERVICES FOR HHW PROGRAM FY2526	
7/30/2026	**ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC (ESRI**		**47203**			**$3,250.00**
		900292130		$3,250.00	SOFTWARE PURCHASE - ESRI ADDITIONAL USER LICENSES	
7/30/2026	**FASTENAL COMPANY**		**47204**			**$2,031.58**
		CACON64416		$2,031.58	FASTENAL BLANKET PO FY-26/27	
7/30/2026	**FASTSIGNS #65301**		**47205**			**$4,463.07**
		52039189		$4,463.07	PURPLE RECYCLED WATER SIGNS FY2526	
7/30/2026	**FLO-LINE TECHNOLOGY INC.**		**47206**			**$18,846.96**
		260637		$18,846.96	INVTY U104422	
7/30/2026	**FRANK A. OLSEN CO.**		**47207**			**$7,210.50**
		258739		$7,210.50	ROTORK ACTUATOR PARTS FY2526	
7/30/2026	**GRAYBAR ELECTRIC COMPANY, INC.**		**47208**			**$140.70**
		9353652581		$140.70	HARDWARE PURCHASE - PLC 9 MIGRATION FY2526	

CHECK DATE	VENDOR NAME	INVOICE #	CHECK #	INVOICE AMT	DESCRIPTION	CHECK AMT
7/30/2026	**GRAYBAR ELECTRIC COMPANY, INC.**		**47209**			**$3,306.50**
		9353887958		$3,306.50	ROSSMORE AND STONEMAN PLC REPLACEMENT FY2526	
7/30/2026	**HACH COMPANY**		**47210**			**$1,032.76**
		15080334		$1,032.76	Laboratory & Operation HACH Consumables FY2627	
7/30/2026	**HANSON BRIDGETT LLP**		**47211**			**$17,018.00**
		1548499		$265.00	ALTERNATIVE PROJECT DELIVERY, PN 20121 FY2526	
		1558029		$6,774.00	ALTERNATIVE PROJECT DELIVERY, PN 20121 FY2526	
		1559684		$4,734.00	ALTERNATIVE PROJECT DELIVERY, PN 20121 FY2526	
		1562181		$5,245.00	ALTERNATIVE PROJECT DELIVERY, PN 20121 FY2526	
7/30/2026	**HARGROVE AND ASSOCIATES INC**		**47212**			**$3,500.00**
		IVHEC104704 7		$3,500.00	DEVELOP PROJECT SCHEDULES - ON CALL ENG SVS FY2526	
7/30/2026	**HDR ENGINEERING, INC.**		**47213**			**$0.00**
		1200846492		$400,762.01	ENGINEERING DESIGN SERVICES FOR PN 22126 FY2526	
7/30/2026	**IDEXX DISTRIBUTION, INC**		**47214**			**$18,383.62**
		3205285108		$18,001.55	Laboratory NPDES(14%) & RWF(86%) Micro Analysis Co	
		3205462954		$382.07	Laboratory NPDES(14%) & RWF(86%) Micro Analysis Co	
7/30/2026	**LEGAL SHIELD**		**47215**			**$152.65**
		74021		$152.65	LEGAL MEMBERSHIP FY2627	
7/30/2026	**MAXGRIP AMERICAS INC**		**47216**			**$16,650.00**
		26710180		$16,650.00	SOFTWARE IMPLEMENTATION - MAXGRIP (CMMS) FY2526	
7/30/2026	**NORTHPOINT SECURITY SERVICES, INC**		**47217**			**$5,724.00**
		46489		$5,724.00	SECURITY PATROL SERVICES FY2526	
7/30/2026	**NWN CORPORATION**		**47218**			**$4,322.19**
		IN739933		$4,322.19	HARDWARE SUPPORT - CISCO SMARTNET	
7/30/2026	**PITTSBURG WINSUPPLY**		**47219**			**$2,142.81**
		15276401		$2,142.81	INVTY 104394 FY2526	
7/30/2026	**READY PRINT**		**47220**			**$40,596.96**
		53169		$40,596.96	SSRC PH RESCHEDULE NOTICES	
7/30/2026	**SENTRY EQUIPMENT CORP**		**47221**			**$4,442.69**
		266227		$4,442.69	INVTY U104417	
7/30/2026	**STANDARD INSURANCE COMPANY**		**47222**			**$4,904.47**
		74017		$4,904.47	LIFE & LTD INS. FY2627	
7/30/2026	**NICHOLAS STEINER**		**47223**			**$353.00**
		74056		$215.00	T&M - CWEA SACRAMENTO CA 0426	
		74057		$138.00	T&M - HYDROCYCLONE TOUR DENVER CO 0326	
7/30/2026	**TOSHIBA INTERNATIONAL CORP**		**47224**			**$374.46**
		6401806		$374.46	FY26/27 TOSHIBA COPIER AND PRINTER SUPPLIES	

CHECK DATE	VENDOR NAME	INVOICE #	CHECK #	INVOICE AMT	DESCRIPTION	CHECK AMT
7/30/2026	**TYLER TECHNOLOGIES, INC.**		**47225**			**$22,443.40**
		CI100028863 5		$22,443.40	SOFTWARE RENEWAL - ENTERPRISE ERP (MUNIS)	
7/30/2026	**UNDERGROUND SERVICE ALERT**		**47226**			**$3,293.65**
		1405122026		$3,293.65	STATE FEES FOR REGULATORY COSTS	
7/30/2026	**UNDERGROUND SERVICE ALERT**		**47227**			**$1,266.31**
		140512USB26		$1,266.31	STATE FEES FOR REGULATORY COSTS	
7/30/2026	**UNIFIRST CORPORATION**		**47228**			**$869.24**
		2360263641		$418.00	UNIFORM / LAUNDRY SERVICE FY 26/27	
		2360265768		$122.34	UNIFORM / LAUNDRY SERVICE FY 26/27	
		2360265772		$281.09	UNIFORM / LAUNDRY SERVICE FY 26/27	
		2360265774		$47.81	UNIFORM / LAUNDRY SERVICE FY 26/27	
7/30/2026	**VISION SERVICE PLAN**		**47229**			**$1,775.96**
		825622405		$19.29	VISION COBRA 08/26	
		825622408		$1,756.67	VISION 08/26	
7/30/2026	**WATER ONE INDUSTRIES INC**		**47230**			**$250.00**
		226475		$250.00	QUARTERLY SERVICE HOT AND COLD WATER LOOPS FY2526	
7/30/2026	**WOODARD & CURRAN INC.**		**47231**			**$26,682.37**
		259546		$1,515.00	ENGINEERING SERVICES PN 24113 FY2526	
		261592		$2,906.25	ENGINEERING SERVICES PN 24113 FY2526	
		265157		$22,261.12	ENGINEERING SERVICES PN 24113 FY2526	
7/30/2026	**ZORO TOOLS, INC**		**47232**			**$1,269.88**
		INV19503051		$1,269.88	INVTY U104433	
					Overall Total Amount:	**$3,742,546.77**

Check Register for Cash Disbursements

Item E/2
Attachment 2

Disbursements from August 1, 2026 to August 31, 2026

CHECK DATE	VENDOR NAME	INVOICE #	CHECK #	INVOICE AMT	DESCRIPTION	CHECK AMT
8/7/2026	**CHEMTRADE CHEMICALS US LLC**		**40516**			**$18,635.98**
		90423699		$6,468.29	ALUMINUM SULFATE	
		90425002		$6,004.36	ALUMINUM SULFATE	
		90425850		$6,163.33	ALUMINUM SULFATE	
8/7/2026	**GRAINGER**		**40517**			**$1,094.97**
		9008732274		$1,094.97	INVTY U104436	
8/7/2026	**SYSTEM 1 STAFFING**		**40518**			**$7,419.50**
		8207		$3,196.00	O/S TEMP	
		8212		$4,223.50	O/S TEMP	
8/7/2026	**UNIVAR USA INC**		**40519**			**$51,137.87**
		54019513		$17,031.95	SODIUM HYPOCHLORITE	
		54032742		$17,043.31	SODIUM HYPOCHLORITE	
		54042251		$17,062.61	SODIUM HYPOCHLORITE	
8/14/2026	**CHEMTRADE CHEMICALS US LLC**		**40520**			**$19,631.38**
		90427772		$6,425.19	ALUMINUM SULFATE	
		90427773		$6,573.26	ALUMINUM SULFATE	
		90429249		$6,632.93	ALUMINUM SULFATE	
8/14/2026	**KEMIRA WATER SOLUTIONS, INC.**		**40521**			**$23,003.63**
		9017950175		$13,625.04	FERRIC AND FERROUS CHLORIDE	
		9017950606		$9,378.59	FERRIC AND FERROUS CHLORIDE	
8/14/2026	**SYSTEM 1 STAFFING**		**40522**			**$3,427.50**
		8194		$3,427.50	O/S TEMP	
8/21/2026	**CHEMTRADE CHEMICALS US LLC**		**40523**			**$6,446.75**
		90430695		$6,446.75	ALUMINUM SULFATE	
8/21/2026	**GRAINGER**		**40524**			**$1,900.25**
		9023481048		$33.36	MAINTENANCE DIVISION REPAIRS AND MAINTENANCE PO	
		9025130189		$197.82	MAINTENANCE DIVISION REPAIRS AND MAINTENANCE PO	
		9029783538		$153.22	MAINTENANCE DIVISION REPAIRS AND MAINTENANCE PO	
		9962265360		$1,515.85	MAINTENANCE DIVISION REPAIRS AND MAINTENANCE PO	
8/21/2026	**KEMIRA WATER SOLUTIONS, INC.**		**40525**			**$9,236.52**
		9017951909		$9,236.52	FERRIC AND FERROUS CHLORIDE	
8/21/2026	**SUN LIFE ASSURANCE COMPANY OF CANADA**		**40526**			**$14,538.79**
		74201		$787.68	P/R DENTAL INSURANCE PAYABLE 0826	
		74202		$13,751.11	P/R DENTAL INSURANCE PAYABLE 0826	
8/21/2026	**SYSTEM 1 STAFFING**		**40527**			**$3,635.20**
		8220		$3,635.20	O/S TEMP	

CHECK DATE	VENDOR NAME	INVOICE #	CHECK #	INVOICE AMT	DESCRIPTION	CHECK AMT
8/21/2026	**UNIVAR USA INC**		**40528**			**$62,273.17**
		54051829		$17,026.26	SODIUM HYPOCHLORITE	
		54051830		$18,385.20	SODIUM HYPOCHLORITE	
		54062430		$18,482.90	SODIUM HYPOCHLORITE	
		54069410		$8,378.81	SODIUM BISULFITE	
8/28/2026	**CHEMTRADE CHEMICALS US LLC**		**40529**			**$25,463.25**
		90432731		$6,376.60	ALUMINUM SULFATE	
		90434521		$6,460.01	ALUMINUM SULFATE	
		90435507		$6,568.29	ALUMINUM SULFATE	
		90436872		$6,058.35	ALUMINUM SULFATE	
8/28/2026	**CLEAN EARTH ENVIRONMENTAL SOLUTIONS, INC**		**40530**			**$95,214.87**
		72204528732		$95,214.87	PROVIDE TRAN/DISPOSAL/LABOR FOR HHW & TEMP FY2526	
8/28/2026	**GRAINGER**		**40531**			**$922.65**
		9039191169		$132.28	MAINTENANCE DIVISION REPAIRS AND MAINTENANCE PO	
		9039191177		$60.69	MAINTENANCE DIVISION REPAIRS AND MAINTENANCE PO	
		9039637690		$729.68	MAINTENANCE DIVISION REPAIRS AND MAINTENANCE PO	
8/28/2026	**IN SHAPE HEALTH CLUBS**		**40532**			**$1,384.96**
		74296		$1,384.96	GYM	
8/28/2026	**UNIVAR USA INC**		**40533**			**$68,099.39**
		54071672		$17,025.89	SODIUM HYPOCHLORITE	
		54071673		$17,051.64	SODIUM HYPOCHLORITE	
		54086963		$17,014.53	SODIUM HYPOCHLORITE	
		54089882		$17,007.33	SODIUM HYPOCHLORITE	
8/6/2026	**AFSCME DISTRICT COUNCIL 57**		**47233**			**$6,903.92**
		UNION DUES O & M58		$5,653.92	UNION DUES O&M	
		UNION DUES P & T58		$1,250.00	UNION DUES P&T	
8/6/2026	**CITY OF ANTIOCH- WATER**		**47234**			**$7,374.40**
		74106		$2,412.10	AC# 004-0151300 0726	
		74107		$98.10	AC# 004-0151000 0726	
		74108		$4,489.65	AC# 013-0011000 0726	
		74109		$98.10	AC# 013-0002100 0726	
		74110		$98.10	AC# 013-0002200 0726	
		74111		$80.25	AC# 013-0002300 0726	
		74112		$98.10	AC# 013-0002400 0726	
8/6/2026	**AQUATIC INFORMATICS INC**		**47235**			**$38,763.84**
		118947		$38,763.84	SOFTWARE RENEWAL - AQUATIC INFORMATICS (LINKO)	
8/6/2026	**ASSOCIATED SERVICES COMPANY**		**47236**			**$407.77**
		326070475		$407.77	FY 26/27 COFFEE AND COFFEE SUPPLIES	
8/6/2026	**STEVEN BAPTISTA**		**47237**			**$250.00**
		74078		$250.00	SAFETY SUPPLIES - EE RELATED SHOES	

CHECK DATE	VENDOR NAME	INVOICE #	CHECK #	INVOICE AMT	DESCRIPTION	CHECK AMT
8/6/2026	**BIOENERGY ASSOCIATION OF CALIFORNIA**		**47238**			**$3,370.00**
		74055		$3,370.00	M&D FY2627	
8/6/2026	**CDW GOVERNMENT, INC.**		**47239**			**$58,997.22**
		AK2MX5N		$58,997.22	SOFTWARE RENEWAL - ARCTICWOLF	
8/6/2026	**DEPT OF GENERAL SERVICES**		**47240**			**$64.18**
		1432040		$64.18	UTILITIES 06/26	
8/6/2026	**EVANTEC SCIENTIFIC**		**47241**			**$1,146.17**
		202600677		$649.73	Laboratory Consumable Services	
		202600684		$496.44	Laboratory Consumable Services	
8/6/2026	**GELCO SUPPLY INC**		**47242**			**$3,914.18**
		90275		$3,914.18	INVTY U104424	
8/6/2026	**GOLDEN STATE WATER CO.**		**47243**			**$1,727.52**
		74101		$1,727.52	AC# 32249200000 0726	
8/6/2026	**GOLDEN STATE WATER CO.**		**47244**			**$2,833.59**
		74102		$2,833.59	AC# 07744100004 0726	
8/6/2026	**HACH COMPANY**		**47245**			**$15,727.46**
		15086667		$228.18	INVTY U104434	
		15092381		$137.41	Laboratory & Operation HACH Consumables	
		15092488		$11,515.13	PITTSBURG PUMP STATION H2S MONITOR IN AIR OR WATER	
		15093503		$3,846.74	INVTY U104434	
8/6/2026	**LINDE GAS & EQUIPMENT INC**		**47246**			**$1,369.69**
		57895313		$1,369.69	OXYGEN RENTAL	
8/6/2026	**MAPISTRY INC**		**47247**			**$22,488.00**
		INV5463		$22,488.00	SOFTWARE RENEWAL - MAPISTRY	
8/6/2026	**MDRR PITTSBURG**		**47248**			**$5,549.35**
		74113		$1,031.30	AC# 10-0018920 0726	
		74114		$4,518.05	AC# 10-0031550 0726	
8/6/2026	**MOTHER NATURE'S HANGUPS**		**47249**			**$535.00**
		20268262		$535.00	FY26/27 INDOOR PLANTS - LEASING & WEEKLY MAINTENAN	
8/6/2026	**CHRISTOPHER O'CONNOR**		**47250**			**$250.00**
		74059		$250.00	SAFETY SHOES C.O'CONNOR FY2627	
8/6/2026	**ODP BUSINESS SOLUTIONS LLC**		**47251**			**$578.37**
		476110738002		$578.37	FY26/27 OFFICE SUPPLIES	
8/6/2026	**OEM AIR COMPRESSOR CORP.**		**47252**			**$692.04**
		46364		$692.04	INVTY U104423	
8/6/2026	**PACIFIC GAS & ELECTRIC COMPANY**		**47253**			**$74,509.68**
		74097		$74,509.68	AC# 5138050344-4 0726	
8/6/2026	**CITY OF PITTSBURG**		**47254**			**$1,030.00**
		74099		$1,030.00	UTILITIES 0626-0726	
8/6/2026	**REPUBLIC SERVICES #210**		**47255**			**$13,688.70**
		0210014905587		$12,244.87	WASTE 0726	
		0210014942953		$1,443.83	WASTE 0826	

CHECK DATE	VENDOR NAME	INVOICE #	CHECK #	INVOICE AMT	DESCRIPTION	CHECK AMT
8/6/2026	**SAF-GARD SAFETY SHOE CO**		**47256**			**$4,856.70**
		IN4802924		$148.15	SAFETY SUPPLIES - EE RELATED	
		IN4810981		$4,708.55	SAFTEY SHOES	
8/6/2026	**STATE OF CALIFORNIA**		**47257**			**$100.00**
		733786		$100.00	EARNINGS GARNSIHMENT	
8/6/2026	**STATE OF CALIFORNIA**		**47258**			**$350.00**
		6334075		$225.00	EARNINGS GARNSIHMENT	
		GARNISHMENT99		$125.00	EARNINGS GARNSIHMENT	
8/6/2026	**STATE OF CALIFORNIA**		**47259**			**$358.00**
		74058		$358.00	GARNISHMENTS OTHER - RYAN CAIN	
8/6/2026	**TOSHIBA INTERNATIONAL CORP**		**47260**			**$137.13**
		2422534		$137.13	FY26/27 TOSHIBA COPIER AND PRINTER SUPPLIES	
8/6/2026	**TYLER TECHNOLOGIES, INC.**		**47261**			**$22,443.40**
		CI10000288635		$22,443.40	SOFTWARE RENEWAL - ENTERPRISE ERP (MUNIS)	
8/6/2026	**UNIFIRST CORPORATION**		**47262**			**$468.54**
		2360267568		$122.51	UNIFORM / LAUNDRY SERVICE FY 26/27	
		2360267580		$111.22	UNIFORM / LAUNDRY SERVICE FY 26/27	
		2360267734		$234.81	UNIFORM / LAUNDRY SERVICE FY 26/27	
8/6/2026	**USABLUEBOOK**		**47263**			**$12,724.85**
		INV01101140		$12,724.85	DR6000 Spectrophotometer UV/Vis w/RFID LPV441.9900	
8/6/2026	**WILLDAN FINANCIAL SERVICES**		**47264**			**$9,100.00**
		01066745		$9,100.00	SSC & SSRC ADMIN SERVICES FY27	
8/13/2026	**AT&T**		**47265**			**$9,053.79**
		000025549736		$3,170.72	PHONE EXP	
		000025569807		$5,883.07	PHONE EXP	
8/13/2026	**BATTERIES PLUS BULBS**		**47266**			**$4,281.73**
		P93384184		$4,281.73	INVTY U104431	
8/13/2026	**BAY AREA NEWS GROUP**		**47267**			**$739.48**
		0001480220		$739.48	ADS 07/26	
8/13/2026	**BAY RAG COMPANY**		**47268**			**$693.51**
		304199		$693.51	INVTY U104441	
8/13/2026	**CITY NATIONAL BANK**		**47269**			**$80,708.96**
		74156		$80,708.96	LOAN PAYMENT FY2526	
8/13/2026	**CONTRA COSTA WATER DISTRICT**		**47270**			**$10.24**
		74158		$10.24	UTILITIES 3030816 0726	
8/13/2026	**COALITION OF CONTROLLING INS COSTS IN CALIFORNIA**		**47271**			**$141.40**
		20268		$141.40	FRINGE BENEFITS - EAP FY2627	
8/13/2026	**CSRMA**		**47272**			**$8,168.90**
		CW1148		$8,168.90	GEN INSURANCE - LIABILITY	

CHECK DATE	VENDOR NAME	INVOICE #	CHECK #	INVOICE AMT	DESCRIPTION	CHECK AMT
8/13/2026	**DETECTION INSTRUMENTS CORPORATION**		**47273**			**$5,063.45**
		291664845		$5,063.45	LONG DEPOYMENT ACRULOGGER DEVICES	
8/13/2026	**DIABLO WATER DISTRICT**		**47274**			**$323.25**
		74160		$323.25	UTILITIES 0726 1090170400	
8/13/2026	**FASTENAL COMPANY**		**47275**			**$571.97**
		CACON64533		$571.97	FASTENAL BLANKET PO FY-26/27	
8/13/2026	**SAMUEL GONZALEZ**		**47276**			**$250.00**
		74155		$250.00	SAFETY SUPPLIES - EE RELATED SAFETY SHOES	
8/13/2026	**HACH COMPANY**		**47277**			**$1,011.99**
		15099219		$292.61	Laboratory & Operation HACH Consumables	
		15101493		$719.38	Laboratory & Operation HACH Consumables	
8/13/2026	**CODY HAIGHT**		**47278**			**$179.43**
		74161		$179.43	SAFETY SHOES	
8/13/2026	**HARRIS & ASSOCIATES, INC.**		**47279**			**$29,755.00**
		73271		$29,755.00	ENGINEERING SERVICES MANHOLE IMPROV PN24112 FY2526	
8/13/2026	**IDEXX DISTRIBUTION, INC**		**47280**			**$3,396.08**
		3206314671		$3,014.01	Laboratory NPDES(14%) & RWF(86%) Micro Analysis Co	
		3206512300		$382.07	Laboratory NPDES(14%) & RWF(86%) Micro Analysis Co	
8/13/2026	**JWC ENVIRONMENTAL**		**47281**			**$1,622.17**
		126688		$1,622.17	INVTY U104432	
8/13/2026	**MCMASTER CARR SUPPLY CO**		**47282**			**$519.00**
		68852494		$519.00	INVTY U104428	
8/13/2026	**MONUMENT CAR PARTS**		**47283**			**$172.77**
		574330		$172.77	INVTY U104438	
8/13/2026	**MOTHER NATURE'S HANGUPS**		**47284**			**$535.00**
		20267262		$535.00	FY26/27 INDOOR PLANTS - LEASING & WEEKLY MAINTENAN	
8/13/2026	**MSC INDUSTRIAL SUPPLY CO. INC.**		**47285**			**$1,342.92**
		64491631		$1,342.92	INVTY U104444	
8/13/2026	**ALEX NEPOMUCENO**		**47286**			**$246.12**
		74145		$34.12	OFFICE EXP - SUPPLIES REIMB	
		74146		$212.00	SAFETY SUPPLIES - EE RELATED SAFETY SHOES REIMB	
8/13/2026	**NORTHPOINT SECURITY SERVICES, INC**		**47287**			**$6,055.56**
		46515		$6,055.56	SECURITY PATROL SERVICES	
8/13/2026	**PACIFIC GAS & ELECTRIC COMPANY**		**47288**			**$209,941.30**
		74166		$209,941.30	AC# 4835091675-4 0726	
8/13/2026	**PACIFIC GAS & ELECTRIC COMPANY**		**47289**			**$87,823.34**
		74167		$87,823.34	AC# 4887173962-8 0726	
8/13/2026	**PITTSBURG AUTOMOTIVE**		**47290**			**$133.73**
		20356		$133.73	DISTRICT FLEET SERVICES	
8/13/2026	**PITTSBURG WINSUPPLY**		**47291**			**$279.48**
		15442001		$279.48	INVTY U104352	

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8/13/2026	**POLYDYNE INC**		**47292**			**$19,588.19**
		2049382		$19,588.19	LIQUID POLYMER	
8/13/2026	**PRIMO BRANDS**		**47293**			**$1,301.35**
		06H87203319 11		$1,301.35	FY26/27 BOTTLED WATER DELIVERY	
8/13/2026	**ROGERS MACHINERY COMPANY, INC**		**47294**			**$97.17**
		1533729		$97.17	INVTY U104445	
8/13/2026	**SHAPE INCORPORATED**		**47295**			**$331.20**
		70073B56517		$331.20	INVTY U104427	
8/13/2026	**VERIZON WIRELESS**		**47296**			**$3,363.05**
		6149095102		$3,363.05	PHONE 0726	
8/20/2026	**ACE ELECTRIC MOTOR & PUMP CO**		**47297**			**$4,788.10**
		FRI3876		$4,788.10	IN PLACE FAN BALANCING SERVICE	
8/20/2026	**APEX SYSTEMS LLC**		**47298**			**$8,888.00**
		0008973652		$1,408.00	FY27 TEMP STAFFING SERVICES	
		0008981747		$1,760.00	FY27 TEMP STAFFING SERVICES	
		0008993268		$1,760.00	FY27 TEMP STAFFING SERVICES	
		0009000425		$1,760.00	FY27 TEMP STAFFING SERVICES	
		0009008794		$1,408.00	FY27 TEMP STAFFING SERVICES	
		0009017510		$352.00	FY27 TEMP STAFFING SERVICES	
		0009017511		$440.00	FY27 TEMP STAFFING SERVICES	
8/20/2026	**APGN INC**		**47299**			**$1,078.00**
		23882		$1,078.00	INVTY U104443	
8/20/2026	**BASIC BENEFITS, LLC**		**47300**			**$115.00**
		IN3806557		$115.00	P/R DENTAL INSURANCE PAYABLE 0826	
8/20/2026	**BATTERIES PLUS BULBS**		**47301**			**$1,289.17**
		P93706280		$210.74	INVTY U104449	
		P93706390		$1,078.43	INVTY U104452	
8/20/2026	**CHAIN LINK FENCE & SUPPLY, INC**		**47302**			**$4,230.02**
		98449		$4,230.02	FENCING INSTALLATION AND REPAIRS	
8/20/2026	**COMCAST BUSINESS COMMUNICATIONS, LLC**		**47303**			**$860.93**
		278286381		$860.93	PHONE EXP 0726	
8/20/2026	**CORELOGIC SOLUTIONS LLC**		**47304**			**$200.00**
		30890300		$200.00	SOFTWARE RENEWAL - PROPERTY INTELLIGENCE PRO PLUS	
8/20/2026	**DKF SOLUTIONS GROUP, LLC**		**47305**			**$3,999.00**
		23526		$3,999.00	SERP Services	
8/20/2026	**EKA EKANEM**		**47306**			**$25.23**
		74171		$25.23	T&M MAZE LIVE 2026 PLEASANT HILL CA	
8/20/2026	**EVANTEC SCIENTIFIC**		**47307**			**$717.29**
		202600686		$368.89	Laboratory Consumable Services	
		202600703		$176.70	Laboratory Consumable Services	
		202600704		$171.70	Laboratory Consumable Services	
8/20/2026	**EVOQUA WATER TECHNOLOGIES, LLC**		**47308**			**$1,207.61**
		907693289		$1,207.61	Laboratory DI Water System Rental and Associated S	

CHECK DATE	VENDOR NAME	INVOICE #	CHECK #	INVOICE AMT	DESCRIPTION	CHECK AMT
8/20/2026	FISHER SCIENTIFIC COMPANY, LLC		47309			$629.13
		0486179		$629.13	X2T TX-400 CC PKG IVD 100-240V	
8/20/2026	GRAYBAR ELECTRIC COMPANY, INC.		47310			$200.00
		9353768682		$200.00	ROSSMORE AND STONEMAN PLC REPLACEMENT FY2526	
8/20/2026	HACH COMPANY		47311			$16,463.24
		15109592		$4,923.02	AS 950 Portable Compact Sampler, 12V, Composite 2.	
		15111123		$11,540.22	IO9004 Module (connects through auxiliary port), i	
8/20/2026	HDR ENGINEERING, INC.		47312			$285,921.72
		1200850964		$285,921.72	ENGINEERING DESIGN SERVICES FOR PN 22126 FY2526	
8/20/2026	JPR SYSTEMS, INC.		47313			$4,499.51
		36388		$3,649.18	H2S MONITORING EQUIPMENT FY2627	
		36399		$515.96	H2S MONITORING EQUIPMENT FY2627	
		36417		$48.89	H2S MONITORING EQUIPMENT	
		36418		$78.24	H2S MONITORING EQUIPMENT	
		36432		$147.38	H2S MONITORING EQUIPMENT	
		36433		$59.86	H2S MONITORING EQUIPMENT	
8/20/2026	LIEBERT, CASSIDY, WHITMORE		47314			$31,145.00
		323355		$15,021.00	LABOR RELATIONS AND NEGOTIATION SERVICES FY2526	
		328905		$1,116.50	LABOR RELATIONS AND NEGOTIATION SERVICES FY2526	
		328906		$14,712.50	LABOR RELATIONS AND NEGOTIATION SERVICES FY2526	
		328907		$295.00	LCW POLICY DEVELOPMENT	
8/20/2026	LINDE GAS & EQUIPMENT INC		47315			$2,851.68
		58104073		$2,851.68	OXYGEN RENTAL	
8/20/2026	ANIKA LYONS		47316			$25.23
		74172		$25.23	T&M - MAZE LIVE 2026 PLEASANT HILL CA	
8/20/2026	MAXGRIP AMERICAS INC		47317			$3,443.46
		26710155		$3,443.46	SOFTWARE IMPLEMENTATION - MAXGRIP (CMMS) FY2526	
8/20/2026	MCCAMPBELL ANALYTICAL, INC.		47318			$7,821.50
		2026112ARREV2JULY		$7,821.50	NPDES Laboratory Support	
8/20/2026	McCAULEY AGRICULTURAL & PEST SERVICES		47319			$1,570.00
		13758234		$80.00	PEST CONTROL SERVICES	
		13758235		$865.00	PEST CONTROL SERVICES	
		13758236		$65.00	PEST CONTROL SERVICES	
		13758237		$65.00	PEST CONTROL SERVICES	
		13758238		$65.00	PEST CONTROL SERVICES	
		13758239		$65.00	PEST CONTROL SERVICES	
		13758240		$65.00	PEST CONTROL SERVICES	
		13759832		$300.00	PEST CONTROL SERVICES	

CHECK DATE	VENDOR NAME	INVOICE #	CHECK #	INVOICE AMT	DESCRIPTION	CHECK AMT
8/20/2026	**MDRR-PARK (MT. DIABLO RESOURCE RECOVERY PARK)**		**47320**			**$649.58**
		002789941		$649.58	WASTE 0726	
8/20/2026	**PUMPTECH INC**		**47321**			**$3,117.69**
		1137		$3,117.69	INVTY U104418	
8/20/2026	**STATE OF CALIFORNIA**		**47322**			**$100.00**
		733787		$100.00	EARNINGS GARNSIHMENT	
8/20/2026	**STATE OF CALIFORNIA**		**47323**			**$350.00**
		6334076		$225.00	EARNINGS GARNSIHMENT	
		GARNISHME NT100		$125.00	EARNINGS GARNSIHMENT	
8/20/2026	**UNIFIRST CORPORATION**		**47324**			**$816.60**
		2360269336		$122.51	UNIFORM / LAUNDRY SERVICE FY 26/27	
		2360269354		$217.16	UNIFORM / LAUNDRY SERVICE FY 26/27	
		2360269361		$112.45	UNIFORM / LAUNDRY SERVICE FY 26/27	
		2360271166		$122.68	UNIFORM / LAUNDRY SERVICE FY 26/27	
		2360271184		$241.80	UNIFORM / LAUNDRY SERVICE FY 26/27	
8/20/2026	**USABLUEBOOK**		**47325**			**$772.86**
		INV01117615		$772.86	INVTY U104442	
8/27/2026	**ACE ELECTRIC MOTOR & PUMP CO**		**47326**			**$7,277.50**
		FRI3892		$7,277.50	IN PLACE FAN BALANCING SERVICE	
8/27/2026	**APGN INC**		**47327**			**$900.40**
		18799		$900.40	INVTY U104056 FY2526	
8/27/2026	**ASSOCIATED SERVICES COMPANY**		**47328**			**$596.46**
		326080510		$596.46	FY 26/27 COFFEE AND COFFEE SUPPLIES	
8/27/2026	**CALIFORNIA PRODUCT STEWARDSHIP COUNCIL**		**47329**			**$5,000.00**
		FY27022AF		$5,000.00	M&D	
8/27/2026	**DELL COMPUTER CORP. MARKETING**		**47330**			**$5,056.94**
		10883778574		$5,056.94	HARDWARE SUPPORT - PRECISION LAPTOPS	
8/27/2026	**EVANTEC SCIENTIFIC**		**47331**			**$1,527.24**
		202600729		$320.35	Laboratory Consumable Services	
		202600733		$995.07	Laboratory Consumable Services	
		202600734		$211.82	Laboratory Consumable Services	
8/27/2026	**GOUROCK INC**		**47332**			**$2,832.53**
		200925		$2,832.53	36 X 1 3/4" TYPE 66 TWISTED-KNOTTED NYLON NETTING	
8/27/2026	**HACH COMPANY**		**47333**			**$3,088.85**
		15115316		$845.57	PITTSBURG PUMP STATION H2S MONITOR IN AIR OR WATER	
		15117111		$1,537.76	INVTY U104451	
		15119762		$705.52	Laboratory & Operation HACH Consumables	
8/27/2026	**HUNT & SONS LLC**		**47334**			**$7,694.24**
		264889		$7,694.24	DISTRICT FUEL SERVICES	
8/27/2026	**IB CONSULTING, LLC**		**47335**			**$9,245.00**
		19887		$9,245.00	FY26/27 RATE STUDY UPDATES	

CHECK DATE	VENDOR NAME	INVOICE #	CHECK #	INVOICE AMT	DESCRIPTION	CHECK AMT
8/27/2026	**LIEBERT, CASSIDY, WHITMORE**		**47336**			**$7,596.00**
		331220		$1,280.00	LABOR RELATIONS AND NEGOTIATION SERVICES FY27	
		331221		$4,986.00	LABOR RELATIONS AND NEGOTIATION SERVICES FY27	
		331222		$1,330.00	LABOR RELATIONS AND NEGOTIATION SERVICES FY27	
8/27/2026	**ELIJAH LOSOYA**		**47337**			**$250.00**
		74300		$250.00	SAFETY SUPPLIES - EE SAFETY SHOES REIMB FY2526	
8/27/2026	**MCCAMPBELL ANALYTICAL, INC.**		**47338**			**$824.00**
		2026113ARJULY		$824.00	NPDES Laboratory Support	
8/27/2026	**MSC INDUSTRIAL SUPPLY CO. INC.**		**47339**			**$672.05**
		64491621		$265.11	INVTY U104444	
		66534791		$406.94	INVTY U104444	
8/27/2026	**NK GAS**		**47340**			**$900.00**
		74301		$900.00	REFUND PERMIT FEES EXCESS	
8/27/2026	**NWN CORPORATION**		**47341**			**$51,983.11**
		IN26680		$3,362.53	PHONE EXP	
		IN745362		$48,620.58	HARDWARE PURCHASE - WIRELESS REPLACEMENT EQUIPMENT	
8/27/2026	**ODP BUSINESS SOLUTIONS LLC**		**47342**			**$428.22**
		477508834001		$428.22	FY26/27 OFFICE SUPPLIES	
8/27/2026	**PACIFIC GAS & ELECTRIC COMPANY**		**47343**			**$53.70**
		00085435105		$53.70	UTILITIES 0826	
8/27/2026	**PACIFIC GAS & ELECTRIC COMPANY**		**47344**			**$334.04**
		00085435097		$334.04	UTILITIES 0826	
8/27/2026	**PACIFIC GAS & ELECTRIC COMPANY**		**47345**			**$89,497.74**
		74320		$89,497.74	AC# 5138050344-4 0826	
8/27/2026	**SMITH & LOVELESS, INC**		**47346**			**$9,035.35**
		207203		$9,035.35	INVTY U104319	
8/27/2026	**STATE WATER RESOURCES**		**47347**			**$4,212.00**
		74290		$4,212.00	FEE	
8/27/2026	**TOSHIBA INTERNATIONAL CORP**		**47348**			**$429.53**
		6414943		$429.53	FY26/27 TOSHIBA COPIER AND PRINTER SUPPLIES	
8/27/2026	**UNIFIRST CORPORATION**		**47349**			**$378.93**
		2360273033		$122.68	UNIFORM / LAUNDRY SERVICE FY 26/27	
		2360273039		$214.27	UNIFORM / LAUNDRY SERVICE FY 26/27	
		2360273044		$41.98	UNIFORM / LAUNDRY SERVICE FY 26/27	
8/27/2026	**UNITED RENTALS**		**47350**			**$3,623.49**
		264030443002		$3,623.49	RENTAL EQUIPMENT PRODUCTS & SERVICES - FY26/27	
8/27/2026	**UNITED RENTALS**		**47351**			**$947.70**
		263246676003		$947.70	RENTAL EQUIPMENT PRODUCTS & SERVICES - FY26/27	
					Overall Total Amount:	**$1,806,038.43**

TRANSFORMING WASTEWATER TO RESOURCES

Delta Diablo

Staff Report

Meeting Date: September 9, 2026

Item: E/3

RECEIVE FOURTH QUARTER FY25/26 DISTRICT INVESTMENT REPORT

Recommendations

Receive Fourth Quarter Fiscal Year 2025/2026 (FY25/26) District Investment Report.

Background Information

The purpose of this Investment Report (Quarterly Schedule of Cash and Investments) is to update the Board regarding the District's investment portfolio as of June 30, 2026, in accordance with the District's Investment Policy, which was adopted on February 12, 2020. The Investment Report (attached) includes portfolio composition, performance summary, and other critical investment and cash flow information.

The Investment Policy includes the following primary investment portfolio objectives (in priority order): 1) safety of principal invested, 2) sufficient liquidity to meet ongoing cash flow requirements, and 3) a return (or yield) on investments that exceeds the state of California's Local Agency Investment Fund (LAIF) yield and is comparable to the six-month U.S. Treasury yield.

Analysis

The District's total Cash and Investments as of June 30, 2026, was $136 million, with 7.1 million (5%) in cash, $7.5 million (6%) in LAIF, and $121.4 million (89%) in the California Asset Management Program (CAMP). CAMP is a California Joint Powers Authority (JPA) established in 1989 to provide professional investment services to public agencies. The total Cash and Investments balance has increased by $11.8 million from the quarter ending March 31, 2026, and increased by $5.8 million from the same period last year, which was $130.2 million. The Cash and Investments balance fluctuates from quarter to quarter, primarily due to the timing of receipt of service charges, disbursement of debt service payments, and progress payments for large construction projects.

The Investment Policy includes the ability to use CAMP to further diversify invested funds, as it is a permitted short-term cash reserve portfolio for all local agencies under Government Code Section 53601(p) and supports planned short-term cash flow needs for capital projects.

Cash on deposit with Wells Fargo Bank is used for operating purposes. Because the interest earned is used to offset the Wells Fargo service fees, the Wells Fargo balance is excluded from the investment yield calculation. For the quarter ending June 30, 2026, LAIF had an effective yield of 3.92%, while CAMP had a yield of 3.77%. The blended yield for the quarter was 3.78%, a decrease from the integrated combined yield of 3.84% for the quarter ending March 31, 2026. This blended yield was on par with the target rate-of-return for the overall portfolio, which was designed to exceed LAIF and be comparable to the six-month Treasury Bill rate, which was 3.92% as of June 30, 2026. Staff routinely assesses cash flow requirements each quarter and continues to work with the District's investment advisor to invest surplus cash into CAMP and other securities.

Financial Impact

Annual investment earnings for FY25/26 totaled $4.6 million, which represents a $1.0 million decrease from the $5.6 million earned in FY24/25. The decrease in investment earnings was primarily driven by the decrease in the quarterly blended yield which ranged from 5.14% at June 30, 2025 to 3.78% as of June 30, 2026, offset by growth in our principal balance. Investments and deposits in LAIF and CAMP

		Attachments	
Prepared By:	Anika Lyons, Finance Manager		
Reviewed By:	Nitish Sharma, Business Services Director	☐ None	☐ Scope/Budget
Approved By:	Vince De Lange, General Manager	☐ Resolution	☐ Contract
File No.	BRD.01-ACTS	☐ Ordinance	☒ As Listed

are intended to maximize investment returns, while ensuring safe and prudent fund management. The rate-of-return is maintained at a stable level that is representative of the current market yield direction, which fluctuates based on several factors, including those taken by the Federal Reserve. Staff will continue to monitor yields and implement strategies within policy requirements to maximize yields in support of fiscal stewardship.

Attachment

Quarterly Schedule of Cash and Investments as of June 30, 2026

Delta Diablo
Quarterly Schedule of Cash and Investments Ending June 30, 2026

DESCRIPTION	SECURITY TYPE	COUPON RATE	MATURITY DATE	INVESTED AMOUNT	% OF TOTAL INVESTMENTS	PAR VALUE	MARKET VALUE	QUARTERLY YIELD	QTD INVESTMENT INCOME	YTD INVESTMENT INCOME
FUNDS SUBJECT TO INVESTMENT POLICY										
Cash Accounts										
Cash - Wells Fargo		N/A	N/A	$ 4,438,865.63	3.26%	$ 4,438,865.63	$ 4,438,865.63	See Note 1	$ -	$ -
Cash - Cash Held at the County		N/A	N/A	2,666,835.62	1.96%	2,666,835.62	2,666,835.62		-	-
Cash - Petty Cash		N/A	N/A	600.00	0.00%	600.00	600.00		-	-
			Total Cash	***$ 7,106,301.25***	***5.23%***	***$ 7,106,301.25***	***$ 7,106,301.25***		***$ -***	***$ -***
Investments										
Local Agency Investment Fund (LAIF)										
County Treasurer-Capital Exp Project Funds	Public Agency Pool	N/A	N/A	$ 90,374.66	0.07%	$ 90,374.66	$ 90,272.75	**3.920%**	$ 882.21	$ 3,652.63
District/Integrated Finance	Public Agency Pool	N/A	N/A	7,378,882.27	5.43%	7,378,882.27	7,370,561.71	**3.920%**	72,030.81	341,676.62
California Asset Management Program (CAMP)	Short-term Cash Portfolio	N/A	N/A	121,420,052.25	89.28%	121,420,052.25	121,420,052.25	**3.770%**	1,041,786.76	4,273,164.45
		Total Investments:		***$ 128,889,309.18***	***94.77%***	***$ 128,889,309.18***	***$ 128,880,886.71***		***$ 1,114,699.78***	***$ 4,618,493.70***
			Grand Total	**$ 135,995,610.43**	**100.00%**	**$ 135,995,610.43**	**$ 135,987,187.96**		**$ 1,114,699.78**	**$ 4,618,493.70**

NOTES:

This is the information required by Government Code Section 53646(6).
All report information is unaudited but due diligence was utilized in its preparation with the most current information available.
(1) Interest earned (earnings credit) on account balance is used to offset banking fees and charges for Wells Fargo account.

COMPLIANCE STATEMENT:

I, Anika Lyons, certify that this report reflects all District investments and is in conformity with the Delta Diablo Investment Policy, which is available at the District's Administration Building. The District's Investment Program provides sufficient cash flow liquidity to meet the next six (6) months of expenditure requirements.

Anika Lyons
Finance Manager

AUTHORIZE GENERAL MANAGER TO ESTABLISH NEW FY26/27 CAPITAL PROJECTS, TRANSFER MONIES TO NEW AND EXISTING CAPITAL PROJECTS, AND APPROVE ASSOCIATED CAPITAL PROJECT BUDGETS

Recommendation

Authorize the General Manager to establish new fiscal year (FY26/27) capital projects, transfer monies to new and existing capital projects, and approve associated capital project budgets.

Background Information

In June 2025, the Board adopted the FY25/26-FY29/30 Capital Improvement Program (CIP) and FY25/26-FY26/27 Biennial Budget. Since adoption of the CIP and Biennial Budget, staff has identified additional capital project needs and equipment replacement needs that were not in the adopted CIP and Biennial Budget.

Analysis

Staff has identified several new capital projects needed to address equipment replacement, infrastructure rehabilitation, and other needs. In addition, additional funding is necessary earlier than anticipated for an existing capital project based on updated project requirements. Staff recommends establishing the new FY26/27 capital projects and transferring monies from existing capital projects and available capital fund reserves to new and existing capital projects as identified in Attachment 1. The proposed fund transfers reflect current project priorities and available funding within the applicable capital funds.

Financial Impact

The proposed actions primarily reallocate existing FY26/27 appropriations between projects within the Wastewater Capital Asset Replacement (CAR) Fund. The proposed transfers within this fund do not increase total FY26/27 funding appropriations. The proposed RWF pH Sample Line Repair Project requires transferring $50,000 from the Recycled Water CAR Fund.

Attachment

FY26/27 CIP Budget Adjustments by Project

Prepared By:	Sean Williams, Senior Engineer	**Attachments**	
Reviewed By:	Murat Bozkurt, Engineering Services Director/District Engineer	☐ None	☐ Scope/Budget
Approved By:	Vince De Lange, General Manager	☐ Resolution	☐ Contract
File No.	BRD.01-ACTS	☐ Ordinance	☒ As Listed

FY26/27 CIP Budget Adjustments by Project

No.	Project Description	Project No.	Fund No.	CIP Budget Adjustment
1	WW Treatment & Conveyance Equipment Replacements	27101	130	$400,000
2	Secondary Clarifier Weir Brush System	27123	130	$200,000
3	Odor and Corrosion Control Planning and Improvements	27124	130	$250,000
4	PPS Pump Replacements	27125	130	$200,000
5	RAS Meter Pit Improvements	NA*	130	($300,000)
6	Remote Site Diversion Pump Replacements	25112	130	($300,000)
7	TP Structural Assessment and Rehabilitation	25117	130	($450,000)

*Project number not assigned.

Adjustment to Fund 130 Reserves	**$0**

8	RWF pH Sample Line Repair	27126	230	$50,000

Adjustment to Fund 230 Reserves	**($50,000)**

Fund Codes:
130: Wastewater Capital Asset Replacement
230: Recycled Water Capital Asset Replacement

AUTHORIZE GENERAL MANAGER TO APPROVE PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED $107,155, DC FROST ASSOCIATES, INC., BIOGAS EQUIPMENT, DIGESTER NOS. 1 AND 3 REHABILITATION, PROJECT NO. 25116

Recommendation

Authorize the General Manager to approve a purchase order in an amount not to exceed $107,155 for DC Frost Associates, Inc. to provide equipment manufactured by Varec Biogas for Digester Nos. 1 and 3 Rehabilitation (Project No. 25116).

Background Information

The District operates three anaerobic digesters at its Wastewater Treatment Plant to stabilize wastewater solids and produce biogas. The District recently completed rehabilitation of Digester No. 2, which included installation of new Varec Biogas pressure relief equipment.

The Digester Nos. 1 and 3 Rehabilitation Project will rehabilitate the District's remaining two digesters and replace aging equipment that has reached or is approaching the end of its useful life. The project is currently nearing completion of design, with construction anticipated to begin in November 2026.

Analysis

As part of the project design, staff evaluated equipment required for Digester Nos. 1 and 3 and recommends matching the Varec Biogas pressure relief equipment recently installed for Digester No. 2. Using the same manufacturer for all three digesters will provide consistency in equipment operation and maintenance, allow the District to maintain common spare parts and replacement components, reduce staff training and troubleshooting requirements, and provide greater interchangeability among the three digester systems. In addition, standardizing Varec Biogas equipment maintains consistency with the digester equipment installed under the Bay Area Air District Authority to Construct.

Based on these factors, staff recommends procuring Varec Biogas equipment as a sole-manufacturer purchase for Digester Nos. 1 and 3. DC Frost Associates, Inc. is Varec Biogas's exclusive sales representative for Northern California. Purchasing the equipment directly in advance of construction will secure equipment with a long manufacturing lead time and allow it to be furnished to the construction contractor for installation, reducing potential impacts to the project schedule.

Financial Impact

The adopted FY25/26-FY26/27 Biennial Budget includes an appropriation of $1.25 million in FY26/27 in the Wastewater Capital Asset Replacement Fund for the project. Sufficient funding is available within the project budget for the proposed purchase.

		Attachments	
Prepared By:	Sean Williams, Senior Engineer		
Reviewed By:	Murat Bozkurt, Engineering Services Director/District Engineer	☒ None	☐ Scope/Budget
Approved By:	Vince De Lange, General Manager	☐ Resolution	☐ Contract
File No.	BRD.01-ACTS	☐ Ordinance	☐ As Listed

TRANSFORMING WASTEWATER TO RESOURCES
Delta Diablo

Staff Report
Meeting Date: September 9, 2026
Item: E/6

AUTHORIZE GENERAL MANAGER TO EXECUTE AMENDMENT NO. 2 IN THE AMOUNT OF $226,010.42, FOR A NEW TOTAL CONTRACT AMOUNT NOT TO EXCEED $490,000, APGN, INC. DBA APG-NEUROS, GRIT REMOVAL SYSTEM EQUIPMENT

Recommendation

Authorize the General Manager to execute Amendment No. 2 in the amount of $226,010.42, for a new total contract amount not to exceed $490,000, APGN, Inc. dba APG-Neuros (Neuros) to provide replacement components for existing grit removal system equipment at the District's Wastewater Treatment Plant (WWTP).

Background Information

In April 2022, the District entered into a five-year general services contract with Neuros for annual preventive maintenance of grit removal system aeration blowers at the District's WWTP.

Following the December 2022 major storm event, which severely damaged two grit removal system aeration blowers at the WWTP headworks, the Board authorized Amendment No. 1 in January 2023 in the amount of $199,989.58 to procure two replacement blowers and associated installation and testing services. Amendment No. 1 increased the total contract amount to $263,989.58.

On October 29, 2025, the Board authorized Amendment No. 2 in the amount of $150,000 to provide replacement components for existing grit removal system aeration blowers and a new total contract amount not to exceed $490,000.

Analysis

During administrative processing of Amendment No. 2, staff identified a difference between the calculated contract amount resulting from the individual contract actions and the total contract amount authorized by the Board in October 2025. The existing contract amount of $263,989.58 plus the $150,000 authorized for Amendment No. 2 results in a calculated contract amount of $413,989.58, while the October 2025 Board action authorized a total contract amount not to exceed $490,000. In order to align funding needs with the Board authorized contractual payment limits and allow Amendment No. 2 to be executed, staff recommends establishing the total contract amount at $490,000.

Financial Impact

Sufficient funding is included in the adopted FY25/26-FY26/27 Biennial Budget for this work.

		Attachments	
Prepared By:	Trevor Simpson, Maintenance Manager		
Reviewed By:	Mark Koekemoer, Resource Recovery Services Director	☒ None	☐ Scope/Budget
Approved By:	Vince De Lange, General Manager	☐ Resolution	☐ Contract
File No.	BRD-ACTS-01	☐ Ordinance	☐ As Listed

APPROVE PROJECT DESIGN; AWARD AND AUTHORIZE GENERAL MANAGER TO EXECUTE CONSTRUCTION SERVICES CONTRACT IN AN AMOUNT NOT TO EXCEED $6,732,350, MOUNTAIN CASCADE, INC.; AUTHORIZE GENERAL MANAGER TO APPROVE CONSTRUCTION CONTRACT CHANGE ORDERS IN AN AMOUNT NOT TO EXCEED 10% OF CONTRACT AMOUNT; AUTHORIZE GENERAL MANAGER TO EXECUTE CONSULTING SERVICES CONTRACT IN AN AMOUNT NOT TO EXCEED $357,150, ENGINEERING SERVICES, BLACK & VEATCH; AUTHORIZE GENERAL MANAGER TO TRANSFER MONIES TO PROJECT FROM WASTEWATER CAPITAL ASSET REPLACEMENT FUND RESERVES IN THE AMOUNT OF $3,000,000, FOR A NEW TOTAL FY26/27 BUDGET OF $7,000,000; AND TAKE RELATED ACTIONS, SHORE ACRES FORCEMAIN REPAIR, PROJECT NO. 25124

Recommendations

1) Approve the plans, specifications, and design for the Shore Acres Forcemain Repair Project (Project).
2) Award and authorize the General Manager to execute a construction services contract with Mountain Cascade, Inc. (MCI), which submitted the lowest responsive and responsible bid in an amount not to exceed $6,732,350 for the Project.
3) Authorize the General Manager to approve construction contract change orders in an amount not to exceed 10% of the contract amount (i.e., up to an additional $673,235), for a total authorization of $7,405,585.
4) Authorize the General Manager to execute a Consulting Services Contract with Black & Veatch (BV) to provide engineering services during construction in an amount not to exceed $357,150.
5) Authorize the General Manager to Transfer Monies to the Project from Wastewater Capital Asset Replacement (WW CAR) Fund Reserves in the amount of $3,000,000, for new total FY26/27 budget of $7,000,000.
6) Direct that MCI present two good and sufficient surety bonds in the amount of $6,732,350 and that the General Manager shall prepare the construction services contract.
7) Authorize the General Manager to execute the construction services contract after MCI has signed the contract and returned it, together with the bonds, certificates of insurance, and other required documents, and after the General Manager has reviewed and found them to be sufficient.
8) Direct that, in accordance with the project specifications and/or upon the execution of the construction services contract by the General Manager, any bid bonds posted by the bidders be exonerated and any checks or cash submitted for bid security be returned.
9) Declare that, should the contract award to MCI be invalidated for any reason, the Board, in any event would not have awarded the contract to another bidder but instead would have exercised its discretion to reject all bids received. Nothing herein shall prevent the Board from awarding the contract to another bidder in cases where the successful bidder establishes a mistake, refuses to sign the contract, or fails to furnish required bonds or insurance (see Public Contract Code, Sections 5100-5107).

Background Information

In February 2025, the Board authorized the General Manager to execute a consulting services contract with Black and Veatch for engineering design services to replace and rehabilitate the District's 0.9-mile,

		Attachments	
Prepared By:	Thanh Vo, Senior Engineer		
Reviewed By:	Murat Bozkurt, Engineering Services Director/District Engineer	☐ None	☐ Scope/Budget
Approved By:	Vince De Lange, General Manager	☐ Resolution	☐ Contract
File No.	BRD.01-ACTS	☐ Ordinance	☒ As Listed

16-inch Shore Acres Pump Station (SAPS) forcemain, which failed in early November 2024. The project includes installing a new 16-inch forcemain and rehabilitating the existing 16-inch forcemain to increase conveyance capacity and improve operational and maintenance flexibility. Following the failure, staff immediately initiated the project and have since completed the design phase. The project was publicly advertised for bids on July 1, 2026, with bid submissions due on August 18, 2026.

Analysis

Nine bids were received for the project as shown in Attachment 1. The apparent lowest bid was submitted by MCI in the amount of $6,732,350, which was $3,267,650 (~33%) lower than the Engineer's Estimate of $10,000,000. While the difference between the low bid and the Engineer's Estimate is significant, it is not uncommon in the current construction market for competitive bidding and favorable contractor availability to result in bids that vary substantially from engineering estimates. Staff reviewed the bid pricing and determined that the bid is generally consistent with recent construction costs for similar pipeline rehabilitation and replacement projects and does not exhibit indications of a materially unbalanced or nonresponsive bid.

Staff completed a detailed review of the submitted bid documents and determined that MCI satisfied all bid requirements and demonstrated the qualifications necessary to perform the work. Based on this review, MCI is deemed the lowest responsive and responsible bidder and is recommended for contract award.

The Project's contract documents, consisting of plans and specifications, are available at the District's administrative office for Board member and public review.

In April 2026, the District successfully negotiated with the San Francisco Bay Regional Water Quality Control Board to resolve enforcement actions and regulatory penalties associated with the sanitary sewer overflow that occurred in late 2024 from the existing SAPS forcemain. The settlement includes a $5,557,700 penalty, the majority of which (97%) will be directed toward two capital improvement projects to be implemented by the District as "enhanced compliance actions," including a $4.3M project to add a backup forcemain at SAPS. To accommodate this added scope, staff recommends increasing the FY26/27 budget from $4,000,000 to $7,000,000. The additional funding will provide sufficient resources for the added construction work, contingency, construction support, and other project-related costs necessary to successfully deliver the project.

As the project transitions into the construction phase, engineering services during construction (e.g., reviewing submittals, responding to requests for information) are required to support successful project delivery. As the Engineer-of-Record for this project, BV is the most cost-effective consulting firm to provide these services and ensure continuity with project design intent. A summary of the scope of work and anticipated costs associated with these services is provided in Attachment 2.

Financial Impact

With Board approval, appropriations for the Project through FY26/27 will increase from $8.1 million to $11.1 million, with a total project budget of $15.0 million funded through the WW CAR Fund.

Attachments

1) Project Bid Summary
2) Black and Veatch Scope and Cost Summary

SHORE ACRES FORCEMAIN REPAIR, DELTA DIABLO PROJECT NO. 25124

Bid Opening: August 18, 2026, 2:00 pm
Construction Cost Estimate: $10,000,000 (Engineer's Estimate)

BID RESULTS

BIDDER(S)	BID AMOUNT(S)
Mountain Cascade, Inc.(1)	$6,732,350
Con-Quest Contractors, Inc.	$6,904,505
KJ Woods Construction, Inc.	$6,978,000
Ranger Pipeline, Inc.	$7,215,520
Steve P. Rados, Inc.	$7,891,000
Cratus, Inc.	$7,976,000
Carone & Company, Inc.	$8,487,190
JMB Construction, Inc.	$8,890,950
Mitchell Engineering	$9,384,445

Notes:
(1)Apparent lowest responsive bidder.

Item F/1
Attachment 2

SHORE ACRES FORCEMAIN REPAIR, DELTA DIABLO PROJECT NO. 25124

BLACK & VEATCH

SCOPE OF WORK AND COST ESTIMATE SUMMARY

DESCRIPTION	PROPOSED COST	
Task 1 – Project Management, Meeting, and Site Visits	$	66,680
Task 2 – Responses Request For Information	$	46,630
Task 3 – Submittal Reviews	$	116,868
Task 4 – Design Clarifications and Change Order Requests	$	44,516
Task 5 – Equipment Startup	$	18,189
Task 6 – Permitting/Environmental	$	47,250
Task 7 – Record Drawings	$	17,017
TOTAL COST	**$**	**357,150**

TRANSFORMING WASTEWATER TO RESOURCES
Delta Diablo

Staff Report
Meeting Date: September 9, 2026
Item: F/2a

APPROVE PROJECT DESIGN; AWARD AND AUTHORIZE GENERAL MANAGER TO EXECUTE CONSTRUCTION SERVICES CONTRACT IN AN AMOUNT NOT TO EXCEED $164,715,000, FLATIRON DRAGADOS CONSTRUCTORS, INC.; AUTHORIZE GENERAL MANAGER TO APPROVE CONSTRUCTION CONTRACT CHANGE ORDERS IN AN AMOUNT NOT TO EXCEED 2.5% OF CONTRACT AMOUNT; AND TAKE RELATED ACTIONS, SECONDARY PROCESS IMPROVEMENTS PHASE 1, PROJECT NO. 22126

Recommendations

1) Approve the plans, specifications, and design for the Secondary Process Improvements Phase 1 Project (Project).
2) Award a Construction Services Contract for the Project to Flatiron Dragados Constructors, Inc. (Flatiron), the lowest responsible bidder, in an amount not to exceed $164,715,000.
3) Authorize the General Manager to approve construction contract change orders up to 2.5% of the contract amount (i.e., up to an additional $4,117,875), for a total contract authorization of $168,832,875 with Flatiron.
4) Direct that Flatiron present two good and sufficient surety bonds in the amount of $164,715,000 and that the General Manager shall prepare the Construction Services Contract.
5) Authorize the General Manager to execute the Construction Services Contract after Flatiron has signed the contract and returned it, together with the bonds, certificates of insurance, and other required documents, and after the General Manager or his designee has reviewed and found them to be sufficient.
6) Direct that, in accordance with the Project specifications and/or upon execution of the Construction Services Contract by the General Manager, any bid bonds posted by the bidders be exonerated and any checks or cash submitted for bid security be returned.
7) Declare that, should the contract awarded to Flatiron be invalidated for any reason, the Board in any event would not have awarded the contract to another bidder but instead would have exercised its discretion to reject all bids received. Nothing herein shall prevent the Board from awarding the contract to another bidder in cases where the successful bidder establishes a mistake, refuses to sign the contract, or fails to furnish required bonds or insurance (see Public Contract Code, Sections 5100-5107).

Background Information

The Project will provide comprehensive upgrades to the District's Wastewater Treatment Plant (WWTP) to address aging infrastructure, expand treatment capacity and reliability, and meet nutrient removal regulatory requirements. The Project generally includes new aeration basins, a return activated sludge pump station, a sixth secondary clarifier, blower building modifications, primary effluent pump station modifications, waste activated sludge thickening facilities, electrical and emergency power improvements, yard piping, and associated site improvements. The Project also includes demolition of the existing trickling tower filters and associated facilities.

The District completed a prequalification process for prospective general contractors in May 2026. On June 24, 2026, the General Manager authorized advertisement of the Project for construction bids. A mandatory pre-bid meeting was held on July 15, 2026, and bids were received and publicly opened on August 19, 2026.

		Attachments	
Prepared By:	Sean Williams, Senior Engineer		
Reviewed By:	Murat Bozkurt, Engineering Services Director/District Engineer	☐ None	☐ Scope/Budget
Approved By:	Vince De Lange, General Manager	☐ Resolution	☐ Contract
File No.	BRD.01-ACTS	☐ Ordinance	☒ As Listed

Analysis

Four bids were received for the Project and publicly opened on August 19, 2026, as shown in Attachment 1. Flatiron submitted the lowest bid with a stated total base bid of $164,815,000. During staff's review of the bid, an arithmetic discrepancy was identified between the stated total base bid and the sum of the individual bid items. In accordance with the Contract Documents, the sum of the individual bid items governs, resulting in a corrected bid amount of $164,715,000.

Staff completed a detailed review of Flatiron's bid and determined that Flatiron is the lowest responsive and responsible bidder. The corrected bid amount of $164,715,000 is approximately 0.2% below the Engineer's Estimate of $165,000,000.

District Resolution No. 3/96 establishes a standard construction contract contingency of 5% for contracts exceeding $10 million, with an allowable range of 2% to 8% based on project-specific considerations. Given the size of the project, the recommended 2.5% contingency provides approximately $4.1 million in initial change order authority, while maintaining appropriate Board oversight of construction expenditures.

The Project's Contract Documents, consisting of plans and specifications, are available at the District's administrative office for Board member and public review.

Financial Impact

The approved FY25/26-FY26/27 Biennial Budget includes an appropriation of $22.0 million in FY26/27 for the Project. Funding sources include the Wastewater Capital Asset Replacement Fund (69%), Wastewater Expansion Fund (13%), and Advanced Treatment Fund (18%). Additional FY26/27 appropriations will be required to support anticipated construction expenditures. Following contract award, staff will work with Flatiron to develop a detailed construction schedule and associated cash flow projections. Staff will return to the Board at a future meeting to request the necessary additional appropriations.

Attachment

Project Bid Summary

SECONDARY PROCESS IMPROVEMENTS PHASE 1
DELTA DIABLO PROJECT NO. 22126

Bid Opening: August 19, 2026, 2:00 pm
Construction Cost Estimate: $165,000,000 (Engineer's Estimate)

BID RESULTS

BIDDER(S)	BID AMOUNT(S)
Flatiron Dragados Constructors, Inc. (1)	$164,715,000
J.F. Shea Construction Inc.	$178,568,000
Hensel Phelps Construction Co.	$179,422,000
C. Overaa & Co.	$183,482,000

Notes:
(1) Lowest responsive and responsible bidder.

TRANSFORMING WASTEWATER TO RESOURCES
Delta Diablo

Staff Report
Meeting Date: September 9, 2026
Item: F/2b

AUTHORIZE GENERAL MANAGER TO EXECUTE CONSULTING SERVICES CONTRACT IN AN AMOUNT NOT TO EXCEED $7,393,599, HDR ENGINEERING, INC., ENGINEERING SERVICES, SECONDARY PROCESS IMPROVEMENTS PHASE 1, PROJECT NO. 22126

Recommendation

Authorize the General Manager to execute a Consulting Services Contract with HDR Engineering, Inc. (HDR) to provide engineering services during construction for the Secondary Process Improvements Phase 1 Project (Project) in an amount not to exceed $7,393,599.

Background Information

In November 2023, the District authorized a Consulting Services Contract with HDR to provide engineering services for the Project. As detailed design progressed, the District expanded the project scope to incorporate biological nutrient removal and other high-priority infrastructure improvements in Phase 1. In October 2025, the Board authorized Amendment No. 1 to the HDR contract to provide the additional engineering services necessary for the revised project design, which was completed in June 2026.

Analysis

As the project transitions into construction, engineering services during construction are required to support successful project delivery. These services include reviewing contractor submittals, responding to requests for information, preparing design clarifications and modifications, participating in technical meetings, providing engineering support during construction, and supporting startup, testing, and commissioning activities.

As the Engineer-of-Record for the Project, HDR has detailed knowledge of project design, design basis, and technical requirements. Retaining HDR to provide engineering services during construction will provide continuity with the project design and facilitate timely resolution of technical issues that arise during construction.

Staff reviewed the proposed scope of work, level of effort, and fee and determined the proposed HDR contract is appropriate for the anticipated project construction duration and complexity. A summary of the proposed scope of work and anticipated costs is provided in Attachment 1.

Financial Impact

The adopted FY25/26-FY26/27 Biennial Budget includes an appropriation of $22.0 million in FY26/27 for the Project. Funding sources include the Wastewater Capital Asset Replacement Fund (69%), Wastewater Expansion Fund (13%), and Advanced Treatment Fund (18%). Additional FY26/27 appropriations will be required to support anticipated project expenditures. Following construction contract award, staff will work with the contractor to develop a detailed construction schedule and associated cash flow projections. Staff will return to the Board at a future meeting to request the necessary additional appropriations.

		Attachments	
Prepared By:	Sean Williams, Senior Engineer		
Reviewed By:	Murat Bozkurt, Engineering Services Director/District Engineer	☐ None	☒ Scope/Budget
Approved By:	Vince De Lange, General Manager	☐ Resolution	☐ Contract
File No.	BRD.01-ACTS	☐ Ordinance	☐ As Listed

TRANSFORMING WASTEWATER TO RESOURCES
Delta Diablo

SECONDARY PROCESS IMPROVEMENTS PHASE 1
PROJECT NO. 22126

CONSULTING SERVICES CONTRACT
HDR ENGINEERING, INC.

SCOPE OF WORK AND COST ESTIMATE SUMMARY

DESCRIPTION		PROPOSED COST
Consulting Service Contract Task Summary – Engineering Services During Construction		
Task 1 – Project Management	$	550,972
Task 2 – Additional Bid Period Services	$	209,365
Task 3 – Engineering Services During Construction	$	5,694,029
Task 4 – O&M and Startup Services	$	885,483
Task 5 – Air Quality Permitting Assistance	$	53,750
TOTAL COST	**$**	**7,393,599**

TRANSFORMING WASTEWATER TO RESOURCES
Delta Diablo

Staff Report
Meeting Date: September 9, 2026
Item: F/2c

AUTHORIZE GENERAL MANAGER TO EXECUTE CONSULTING SERVICES CONTRACT IN AN AMOUNT NOT TO EXCEED $2,287,969, CAROLLO ENGINEERS, INC., CONTROL SYSTEMS PROGRAMMING SERVICES, SECONDARY PROCESS IMPROVEMENTS PHASE 1, PROJECT NO. 22126

Recommendation

Authorize the General Manager to execute a Consulting Services Contract with Carollo Engineers, Inc. (Carollo), to provide control systems programming services for the Secondary Process Improvements Phase 1 Project (Project) in an amount not to exceed $2,287,969.

Background Information

The Project includes extensive process control, instrumentation, and automation improvements associated with the new and modified treatment facilities. These improvements require programming of the programmable logic controller (PLC) and supervisory control and data acquisition (SCADA) systems.

Analysis

Control systems programming is a specialized service that requires detailed knowledge of the District's existing control system architecture and operational standards. As the project transitions into construction, these services will include development and implementation of PLC and SCADA programming, coordination with District staff and the project team, and support during testing, startup, and commissioning.

Carollo has specialized expertise in wastewater control systems and familiarity with the District's existing control systems and standards. Carollo supported development and review of the Project's PLC/SCADA requirements, made significant progress toward completing the District's SCADA Master Plan, and provided programming services for the Cogeneration System Improvements Project. Based on Carollo's specialized technical expertise, existing knowledge of the District's control systems and standards, and familiarity with the Project's control system requirements, staff determined that Carollo is the most qualified firm to provide control systems programming services for the Project. Given the specialized nature of the services and Carollo's existing knowledge and experience described above, staff recommends that the Board approve the sole-source selection of Carollo to provide control systems programming services for the Project.

Staff reviewed the proposed scope of work, level of effort, and fee and determined the proposed Carollo contract is appropriate for the required services. A summary of the proposed scope of work and anticipated costs is provided in Attachment 1.

Financial Impact

The adopted FY25/26-FY26/27 Biennial Budget includes an appropriation of $22.0 million in FY26/27 for the Project. Funding sources include the Wastewater Capital Asset Replacement Fund (69%), Wastewater Expansion Fund (13%), and Advanced Treatment Fund (18%). Additional FY26/27 appropriations will be required to support anticipated project expenditures. Following construction contract award, staff will work with the contractor to develop a detailed construction schedule and associated cash flow projections. Staff will return to the Board at a future meeting to request the necessary additional appropriations.

		Attachments	
Prepared By:	Sean Williams, Senior Engineer		
Reviewed By:	Murat Bozkurt, Engineering Services Director/District Engineer	☐ None	☒ Scope/Budget
Approved By:	Vince De Lange, General Manager	☐ Resolution	☐ Contract
File No.	BRD.01-ACTS	☐ Ordinance	☐ As Listed

SECONDARY PROCESS IMPROVEMENTS PHASE 1
PROJECT NO. 22126

CONSULTING SERVICES CONTRACT
CAROLLO ENGINEERS, INC.

SCOPE OF WORK AND COST ESTIMATE SUMMARY

DESCRIPTION	PROPOSED COST
Consulting Service Contract Task Summary – Programming Services	
Task 1 – Project Management	$ 295,150
Task 2 – Programming Standards Development/Coordination	$ 45,768
Task 3 – Programming Services During Construction	$ 1,466,203
Task 4 – Source Testing	$ 158,454
Task 5 – Demonstration and Training Services	$ 37,672
Task 6 – Onsite Testing, Startup and Commissioning	$ 273,518
Task 7 – Final Documentation and Follow-up Services	$ 11,204
TOTAL COST	**$ 2,287,969**

ADOPT RESOLUTION AUTHORIZING THE PREPARATION, SALE, EXECUTION, AND DELIVERY OF DELTA DIABLO 2026 WASTEWATER REVENUE CERTIFICATES OF PARTICIPATION, AND AUTHORIZING EXECUTION OF FINANCING DOCUMENTS BY OFFICERS OF DISTRICT WITH APPROVAL OF DISTRICT COUNSEL AND SPECIAL COUNSEL

Recommendation

Adopt a Resolution (Attachment 1) authorizing the preparation, sale, execution and delivery of Delta Diablo 2026 Wastewater Revenue Certificates of Participation (2026 Certificates) in an amount not to exceed $75 million and subject to certain parameters; approving the form of other required Financing Documents in substantially the forms presented; and authorizing certain designated officers of the District (General Manager/Interim General Manager, Business Services Director, or their designee) to finalize and execute the Financing Documents with the approval of District Counsel and Special Counsel, Stradling Yocca Carlson & Rauth LLP.

Background Information

The District seeks to finance a portion of its Secondary Process Improvements Phase 1 Project , (2026 Project) through the execution and delivery of the 2026 Certificates in a not-to-exceed aggregate principal amount of $75,000,000. To provide for payment of the 2026 Certificates, the District will enter into an Installment Purchase Agreement, described in more detail below, with the Delta Diablo Integrated Financing Corporation (Corporation), under which the District will be obligated to make Installment Payments, which are then applied to payment of debt service on the 2026 Certificates. The Board of the Corporation will also meet to approve the execution and delivery of the 2026 Certificates and the various agreements to which the Corporation will be a party in furtherance of the District's proposed financing.

The 2026 Project is a key component of the District's Strategic Plan to invest in its aging infrastructure, expand treatment capacity, and meet nutrient removal regulatory requirements. Specifically, the District incorporated various funding sources, including the anticipated 2026 Certificates, into its most recent Cost-of-Service Study and adopted rate increases. Based on the maximum Sewer Service Charges approved through Fiscal Year 2029-30, the debt service coverage ratio is expected to exceed 4.8 after the issuance of the 2026 Certificates. Approximately 70% of the District's debt service capacity is estimated to remain after the issuance of the 2026 Certificates when accounting for the District's policy of maintaining a minimum debt service coverage ratio of 1.40.

Analysis

Based on market interest rates as of August 11, 2026, the 2026 Certificates are expected to be issued in a principal amount of approximately $62,350,000 and bear a true interest cost of approximately 4.60% to generate $65,000,000 of proceeds to fund construction of the 2026 Project. The fees and expenses of the District's financing team, including Bond and Disclosure Counsel, Underwriter, Municipal Advisor, and Trustee, are contingent on the delivery of the 2026 Certificates and are paid from proceeds of the 2026 Certificates.

		Attachments	
Prepared By:	Nitish Sharma, Business Services Director	☒ None	☐ Scope/Budget
Reviewed By:	Vince De Lange, General Manager	☐ Resolution	☐ Contract
Approved By:	Vince De Lange, General Manager	☐ Ordinance	☐ As Listed
File No.	BRD.01-ACTS		

Summary of the Financing Documents
The Resolution authorizes and approves necessary documents and actions to provide for the successful execution and delivery of the 2026 Certificates, including approving the form of Financing Documents and authorizing the actions necessary to complete the financing. Certain information in these documents can only be, and will be, finalized after the sale of the 2026 Certificates.

The forms of Financing Documents are included as attachments and are each briefly described below:

- *Trust Agreement (Attachment 2)* – An agreement among the Corporation, District, and Trustee (U.S. Bank) that provides for the execution, delivery, and payment of the 2026 Certificates. The Trust Agreement defines the terms and conditions of the 2026 Certificates, including the pledge of revenues, redemption provisions, investment and management of funds and accounts, repayment mechanisms, and the rights and obligations of the District, Corporation, Trustee, and 2026 Certificate holders.
- *Installment Purchase Agreement (Attachment 3)* - An agreement under which the Corporation agrees to provide for financing of the capital improvements and the District agrees to purchase the capital improvements, in consideration of the payment by the District of semiannual Installment Payments, to be made from the Net Revenues of the District. This document also includes substantive covenants of the District, including a rate covenant and the additional bonds test for issuance of parity debt.
- *Certificate Purchase Agreement (Attachment 4*) – At the time the 2026 Certificates are sold, the District will enter into a Certificate Purchase Agreement with Ramirez & Co., Inc., as underwriter, who will agree to underwrite the 2026 Certificates subject to satisfaction of the conditions described in the Certificate Purchase Agreement.
- *Preliminary Official Statement (Attachment 5)* - The Official Statement is the primary disclosure document for the 2026 Certificates. A Preliminary Official Statement will be circulated to potential investors prior to the pricing of the 2026 Certificates. After the 2026 Certificates have been sold, a final Official Statement will be circulated to investors; the final Official Statement is expected to be substantially the same as the Preliminary Official Statement except for the addition of pricing information (principal amount, interest rates, redemption terms, etc.).

  The Preliminary Official Statement was prepared by Stradling Yocca Carlson & Rauth, serving as Disclosure Counsel for this transaction, with the assistance of District staff and Urban Futures, Inc., the municipal advisor.

  The distribution of the Preliminary Official Statement is subject to federal securities laws, including the Securities Act of 1933 and the Securities Exchange Act of 1934. These laws require the Preliminary Official Statement to include all facts that would be material to an investor in the 2026 Certificates. Material information is information that there is a substantial likelihood would have actual significance in the deliberations of the reasonable investor when deciding whether to buy or sell the 2026 Certificates.
- *Continuing Disclosure Agreement (included in Attachment 6)* - Under SEC Rule 15c2-12, the underwriter may only purchase the 2026 Certificates if it has determined that the District is obligated to provide continuing disclosure, including annual updates of the financial and operating data included in the Official Statement and notices of certain specified events. The District will execute a Continuing Disclosure Agreement to provide this ongoing information.

The Resolution also sets forth certain not-to-exceed parameters for the 2026 Certificates, including a principal amount not exceeding $75,000,000, an underwriter's discount not exceeding 0.40% of the principal amount of the 2026 Certificates, and a maximum true interest cost of 5.25%. These not-to-exceed parameters are meant to provide some flexibility and cushion in case market conditions change.

Pursuant to Government Code Section 5852.1, good faith estimates (obtained from the underwriter or the municipal advisor) must be disclosed at a public meeting before the authorization of the Certificates. Required good faith estimates are provided in the Resolution. The table below summarizes these good faith estimates, which are based on market rates as of August 11, 2026, and includes additional information relevant to the 2026 Certificates.

	2026 Certificates
Principal Amount:	$62,350,000
Final Maturity:	October 1, 2056
True interest cost:	4.60%
Finance charge:	$521,789
Amount of project proceeds received:	$65,000,000
Average annual debt service:	$4,065,202
Total debt service payment amount:	$121,888,292

Final results will likely differ based on market conditions as of the actual sale date and other factors. However, for the financing to proceed, the not-to-exceed parameters described in the previous section must be met. Sale of the 2026 Certificates is expected to be completed on or about the week of September 21st, with a delivery/closing date on or about October 7, 2026.

Financial Impact

If approved, the proposed issuance of the 2026 Wastewater Revenue Certificates of Participation will generate approximately $65.0 million in construction proceeds to finance a portion of the 2026 Project. Based on current market conditions, the Certificates are expected to have a principal amount of approximately $62.4 million, with average annual debt service of approximately $4.1 million and a true interest cost of approximately 4.60%. Following issuance, the projected debt service coverage ratio is expected to remain above 4.8, providing the District with significant remaining debt capacity.

Attachments

1. Resolution
2. Trust Agreement
3. Installment Purchase Agreement
4. Certificate Purchase Agreement
5. Preliminary Official Statement
6. Continuing Disclosure Agreement

BEFORE THE BOARD OF DIRECTORS OF DELTA DIABLO

(*a California Special District*)

RESOLUTION NO. 14/2026

MATTER: Authorizing the Preparation, Sale, Execution and Delivery of Delta Diablo 2026 Wastewater Revenue Certificates of Participation; and Approving the Delivery and Authorizing Execution of Certain Documents in Connection Therewith and Certain Other Matters

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The BOARD OF DIRECTORS OF DELTA DIABLO HAS DETERMINED THAT:

WHEREAS, the Board of Directors (Board) of Delta Diablo (District) has determined that it may be in the best interest of the District to authorize wastewater revenue certificates of participation (2026 Certificates) to be delivered to construct and acquire certain capital improvements for the District's wastewater system and to pay costs of issuance in connection therewith; and

WHEREAS, the District and the Delta Diablo Integrated Financing Corporation (Corporation) desire to enter into that certain Installment Purchase Agreement by and between the District and the Corporation (Installment Purchase Agreement), the form of which has been presented to this Board at this meeting, pursuant to which the Corporation will assist the District in acquiring certain capital improvements for its wastewater system and pursuant to which the District will pay certain installment payments which will be pledged to the owners of the 2026 Certificates by the Corporation pursuant to a Trust Agreement by and among U.S. Bank Trust Company, National Association, as trustee (Trustee), the District and the Corporation (Trust Agreement), the form of which has been presented to this Board at this meeting; and

WHEREAS, the District and the Corporation have determined that it is in the best interests of the Corporation, the District and customers served by the District to authorize the preparation, sale and delivery of wastewater revenue certificates of participation in an aggregate principal amount not to exceed $75,000,000 to accomplish the purposes listed in Section 1 below, which 2026 Certificates evidence proportionate interests in the installment payments to be made pursuant to the Installment Purchase Agreement; and

WHEREAS, the District desires to provide for the negotiated sale of the 2026 Certificates; and

WHEREAS, the District has selected Ramirez & Co., Inc., as the underwriter (Underwriter) of the 2026 Certificates, and in connection therewith, to purchase the 2026 Certificates from the District pursuant to a Certificate Purchase Agreement; and

WHEREAS, Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (Rule 15c2-12), requires that, to be able to purchase or sell the 2026 Certificates, the Underwriter thereof must have reasonably determined that the District has undertaken in a written agreement or contract for the benefit of the holders of the 2026 Certificates to provide disclosure of certain financial information and certain enumerated events on an ongoing basis; and

WHEREAS, to cause such requirement to be satisfied, the District desires to enter into a Continuing Disclosure Agreement with respect to the 2026 Certificates; and

WHEREAS, a form of the Preliminary Official Statement with respect to the 2026 Certificates has been prepared; and

WHEREAS, on March 13, 2024, the Board of the District adopted a Debt Management and Continuing Disclosure Policy for the District, that complies with Government Code section 8855(i), and the obligations under the Trust Agreement and the Installment Purchase Agreement as contemplated by this Resolution comply with the Debt Management and Continuing Disclosure Policy.

NOW, THEREFORE, the Board of Directors of Delta Diablo **DOES HEREBY RESOLVE AND ORDER:**

1. The Installment Purchase Agreement is hereby approved in substantially the form on file with the Secretary of the Board, with such additions thereto and changes therein as are recommended or approved by District Counsel and the law firm of Stradling Yocca Carlson & Rauth LLP, as special counsel (Special Counsel). The General Manager/Interim General Manager, the Business Services Director, or the designee thereof (each, an Authorized Officer), each is hereby authorized and directed, individually, to execute and deliver such Installment Purchase Agreement with such changes, insertions and omissions as may be recommended by District Counsel or Special Counsel, said Authorized Officers' execution being conclusive evidence of such approval; and
2. The Trust Agreement is hereby approved in substantially the form on file with the Secretary to the Board, with such additions thereto and changes therein as are recommended or approved by District Counsel and Special Counsel. The Authorized Officers are hereby authorized and directed to execute and deliver the Trust Agreement with such changes, insertions and omissions as may be recommended by District Counsel or Special Counsel, said Authorized Officers' execution being conclusive evidence of such approval; and
3. The Certificate Purchase Agreement is hereby approved in substantially the form on file with the Secretary to the Board, with such additions thereto and changes therein as are recommended or approved by District Counsel and Special Counsel. The Authorized Officers are hereby authorized and directed to execute and deliver the Certificate Purchase Agreement with such changes, insertions and omissions as may be recommended by District Counsel or Special Counsel, said Authorized Officers' execution being conclusive evidence of such approval; so long as the aggregate principal amount of the 2026 Certificates shall not exceed $75,000,000, the true interest cost shall not exceed 5.25%, and the Underwriter's discount shall not exceed 0.4% of the principal amount of the 2026 Certificates; and
4. The Continuing Disclosure Agreement is hereby approved in substantially the form on file with the Secretary of the Board, with such additions thereto and changes therein as are recommended by District Counsel and Special Counsel. The Authorized Officers are hereby authorized and directed to execute and deliver the Continuing Disclosure Agreement with such changes, insertions and omissions as may be approved by District Counsel and Special Counsel, said Authorized Officers' execution being conclusive evidence of such approval; and

5. The preparation and distribution of the Preliminary Official Statement, in substantially the form on file with the Secretary to the Board, is hereby approved, subject to final approval as to form by District Counsel and Special Counsel. The Authorized Officers are each hereby authorized to sign a certificate pursuant to Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 relating to the Preliminary Official Statement and the Authorized Officers are hereby authorized and directed to execute, approve and deliver the final Official Statement in the form of the Preliminary Official Statement with such changes, insertions and omissions as may be approved by District Counsel and Special Counsel, said Authorized Officers' execution being conclusive evidence of such approval. The District is hereby authorized to disseminate said Preliminary Official Statement to persons who may be interested in the initial purchase of the 2026 Certificates and is directed to deliver copies of any final Official Statement to all actual initial purchasers of the 2026 Certificates; and
6. The Board hereby authorizes the preparation, sale and delivery of the 2026 Certificates in an aggregate principal amount not to exceed $75,000,000: (i) to construct and acquire certain capital improvements for the District's wastewater system, as described in the Installment Purchase Agreement; and (ii) to pay the costs of the sale and delivery of the 2026 Certificates, all in accordance with the terms and provisions of the Trust Agreement. The 2026 Certificates may be sold in one or more series on a taxable or tax-exempt basis, as determined by an Authorized Officer to be in the best interest of the District, upon the advice of District Counsel, Special Counsel, and Urban Futures, Inc. (Municipal Advisor); and
7. The Authorized Officers are hereby authorized and directed, individually, to do any and all things and to execute and deliver any and all documents, including an insurance agreement or reserve fund surety agreement with a municipal bond insurer, or to provide for a cash-funded reserve fund, as they may deem necessary or advisable in order to consummate the sale and delivery of the 2026 Certificates, and otherwise effectuate the purposes of this Resolution, subject to approval as to form by District Counsel and Special Counsel. Any such actions previously taken by such officers are hereby ratified and confirmed; and
8. U.S. Bank Trust Company, National Association, is hereby appointed to act as Trustee under the Trust Agreement; and
9. The District hereby confirms that it has adopted the Debt Management and Continuing Disclosure Policy and certifies that such Debt Management and Continuing Disclosure Policy complies with Government Code Section 8855(i), and that the District's financing described in this Resolution and its obligations under the Installment Purchase Agreement and Trust Agreement as contemplated by this Resolution are in compliance with the Debt Management and Continuing Disclosure Policy, and to the extent the execution and delivery of the 2026 Certificates, Trust Agreement, and Installment Purchase Agreement are not in compliance with the District's Debt Management and Continuing Disclosure Policy, such noncompliance is waived in accordance with the terms of the District's Debt Management and Continuing Disclosure Policy, and instructs Special Counsel, on behalf of the District, with respect to the 2026 Certificates described in this Resolution, (a) to cause notices of the proposed sale and final sale of the 2026 Certificates and the Installment Purchase Agreement to be filed in a timely manner with the California Debt and Investment Advisory Commission pursuant to

Government Code section 8855, and (b) to check, on behalf of the District, the “Yes” box relating to such certifications in the notice of proposed sale filed pursuant to Government Code section 8855; and

10. The good faith estimates of costs related to the 2026 Certificates which are required by Section 5852.1 of the California Government Code are disclosed in Exhibit A hereto and are available to the public at the meeting at which this Resolution is approved; and
11. Unless otherwise defined herein, all terms used herein and not otherwise defined shall have the meanings given such terms in the Trust Agreement unless the context otherwise clearly requires
12. This Resolution shall take effect from and after its date of adoption.

PASSED AND ADOPTED on September 9, 2026, by the following vote:

AYES:	ABSENT:
NOES:	ABSTAIN:

I DO HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution adopted by the Board of Directors of Delta Diablo on September 9, 2026.

ATTEST: ______________________
Shanelle Scales-Preston
Board Secretary

RESOLUTION 14/2026 EXHIBIT A

GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the 2026 Certificates in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the District by Urban Futures, Inc., the District's Municipal Advisor, in consultation with Ramirez & Co., the Underwriter of the 2026 Certificates.

Principal Amount. The Municipal Advisor has informed the District that, based on the District's financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the 2026 Certificates to be sold is $62,350,000 (Estimated Principal Amount).

True Interest Cost of the 2026 Certificates. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the 2026 Certificates is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the 2026 Certificates, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the 2026 Certificates, is 4.60%.

Finance Charge of the 2026 Certificates. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the 2026 Certificates is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the 2026 Certificates, which means the sum of all fees and charges paid to third parties (or costs associated with the 2026 Certificates), is $521,789.00.

Amount of Proceeds to be Received. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the 2026 Certificates is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the District for sale of the 2026 Certificates, less the finance charge of the 2026 Certificates, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the 2026 Certificates, is $65,000,000.00.

Total Payment Amount. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the 2026 Certificates is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments the District will make to pay debt service on the 2026 Certificates, plus the finance charge for the 2026 Certificates, as described above, not paid with the proceeds of the 2026 Certificates, calculated to the final maturity of the 2026 Certificates, is $121,888,292.00.

The foregoing estimates constitute good faith estimates only. The actual principal amount of the 2026 Certificates sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to: (a) the actual date of the sale of the 2026 Certificates being different than the date assumed for purposes of such estimates; (b) the actual principal amount of 2026 Certificates sold being different from the Estimated Principal Amount; (c) the actual amortization of the 2026 Certificates being different than the amortization assumed for purposes of such estimates; (d) the actual market interest rates at the time of sale of the 2026 Certificates being different than those estimated for purposes of such estimates; (e) other market conditions; or (f) alterations in the District's financing plan, delays in the financing, additional legal work or a combination of such factors and additional finance charges, if any, attributable thereto. The actual date of sale of the 2026 Certificates and the actual principal amount of 2026 Certificates sold will be determined by the District based on the timing of the need for proceeds of the 2026 Certificates and other factors. The actual interest rates borne by the 2026 Certificates will depend on market interest rates at the time of sale thereof. The actual amortization of the 2026 Certificates will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the District.

Stradling Yocca Carlson & Rauth
Draft of 8/28/26

TRUST AGREEMENT

by and among

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

as Trustee

and

DELTA DIABLO INTEGRATED FINANCING CORPORATION

as Corporation

and

DELTA DIABLO

as District

Dated as of October 1, 2026

Relating to

$__________
DELTA DIABLO
2026 WASTEWATER REVENUE CERTIFICATES OF PARTICIPATION

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(Continued)

TRUST AGREEMENT

THIS TRUST AGREEMENT is made and entered into and dated as of October 1, 2026 (the "Agreement"), by and among U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as trustee (the "Trustee"), a national banking association that is authorized to exercise trust powers, duly organized and existing under the laws of the United States of America, DELTA DIABLO INTEGRATED FINANCING CORPORATION, a nonprofit public benefit corporation that is duly organized and existing under the laws of the State of California (the "Corporation"), and DELTA DIABLO, a county sanitation district that is duly organized and existing under the laws of the State of California (the "District").

RECITALS

In consideration of the mutual covenants herein contained and for other valuable consideration, the parties hereto do hereby agree as follows:

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION; CONTENTS OF CERTIFICATES AND OPINIONS; RECITALS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this section shall for all purposes hereof and of any amendment hereof or supplement hereto and of any report or other document mentioned herein or therein have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein. All capitalized terms which are used herein and not defined herein shall have the meanings ascribed thereto in the Installment Purchase Agreement.

Acquisition Fund. The term "Acquisition Fund" means the fund by that name established pursuant to Section 3.5 hereof.

Agreement. The term "Agreement" means this Trust Agreement, as originally executed or as it may from time to time be amended or supplemented as provided for herein.

Assignment Agreement. The term "Assignment Agreement" means that certain Assignment Agreement, dated as of October 1, 2026, by and between the Corporation and the Trustee, as originally executed or as it may from time to time be amended or supplemented in accordance with its terms.

Beneficial Owner. The term "Beneficial Owner" means with respect to any Certificate while in book-entry form, as provided in Section 2.10 of this Agreement, the person who is the beneficial owner of such Certificate, according to the records of the Securities Depository or its agent, and with respect to any Certificate not in book-entry form, the Owner thereof.

Business Day. The term "Business Day" means any day of the year other than Saturday or Sunday on which banks in San Francisco, California, are not authorized or obligated by law or executive order to close and on which the New York Stock Exchange is not closed.

Certificate Payment Fund. The term "Certificate Payment Fund" means the fund by that name established and held by the Trustee pursuant to the terms of Section 5.2 hereof.

Certificates. The term "Certificates" means the Delta Diablo 2026 Wastewater Revenue Certificates of Participation executed and delivered by the Trustee pursuant to this Agreement.

Code. The term "Code" means the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder, as the same may be amended from time to time, and any successor provisions of law. Reference to a particular section of the Code shall be deemed to be a reference to any successor to any such section.

Continuing Disclosure Agreement. The term "Continuing Disclosure Agreement" means the Continuing Disclosure Agreement relating to the Certificates, dated the date of execution and delivery of the Certificates, by and between the District and U.S. Bank Trust Company, National Association, as dissemination agent.

Delivery Cost Fund. The term "Delivery Cost Fund" means the fund by that name established by Section 3.4 hereof.

Delivery Costs. The term "Delivery Costs" means all items of expense directly or indirectly payable by or reimbursable to the District and related to the authorization, execution, sale and delivery of the Certificates, including but not limited to costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Trustee and counsel to the Trustee, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees, title insurance premiums, letter of credit fees and bond insurance premiums (if any), fees and charges for preparation, execution and safekeeping of the Certificates and any other cost, charge or fee in connection with the original execution and delivery of the Certificates.

DTC. The term "DTC" means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York in its capacity as securities depository for the Certificates.

Information Services. The term "Information Services" means the Municipal Securities Rulemaking Board; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other services providing information with respect to called bonds as the District may designate in a Written Request of the District delivered to the Trustee.

Installment Payments. The term "Installment Payments" means the installment payments payable by the District pursuant to the Installment Purchase Agreement and in the amounts and at the times set forth in the Installment Purchase Agreement.

Installment Payment Date. The term "Installment Payment Date" means each date on which Installment Payments are scheduled to be paid by the District pursuant to the Installment Purchase Agreement.

Installment Purchase Agreement. The term "Installment Purchase Agreement" means the Installment Purchase Agreement, dated as of October 1, 2026, by and between the District and the Corporation, as originally executed or as it may from time to time be amended in accordance with its terms.

Interest Fund. The term "Interest Fund" means the fund by that name established by Section 5.2 hereof.

Investment Agreement. The term "Investment Agreement" means an investment agreement supported by an opinion of counsel as to the enforceability of the Investment Agreement against the provider thereof, provided that the guarantor thereof is rated at least "AA" and "Aa" by S&P and Moody's, respectively, at the time of investment, and as further described in the definition of "Permitted Investments."

Letter of Representations. The term "Letter of Representations" means the letter of the District delivered to and accepted by DTC on or prior to delivery of the Certificates as book-entry certificates setting forth the basis on which DTC serves as depository for such book-entry certificates, as originally executed or as it may be supplemented or revised or replaced by a letter from the District delivered to and accepted by DTC.

Nominee. The term "Nominee" means the nominee of DTC, which may be DTC, as determined from time to time pursuant to Section 2.10 hereof.

Outstanding. The term "Outstanding," when used as of any particular time with reference to Certificates, means (subject to the provisions of Section 11.4) all Certificates except:

(1) Certificates cancelled by the Trustee or delivered to the Trustee for cancellation;

(2) Certificates paid or deemed to have been paid within the meaning of Section 10.1; and

(3) Certificates in lieu of or in substitution for which other Certificates shall have been executed and delivered by the Trustee pursuant to Section 2.9 and Certificates paid pursuant to the last sentence of Section 2.9.

Owner. The term "Owner" or "Certificate Owner" or "Owner of Certificates" or any similar term, when used with respect to the Certificates, means any person who shall be the registered owner of any Outstanding Certificate.

Participants. The term "Participants" means those broker-dealers, banks and other financial institutions from time to time for which DTC holds book-entry certificates as securities depository.

Payment Dates; Payment Date. The term "Payment Dates" means: (i) [April 1, 2027] and each April 1 and October 1 thereafter; and (ii) any date on which the unpaid Installment Payments are declared to be due and payable immediately, provided that such declaration is not rescinded or annulled, all in accordance with Section 8.1 of the Installment Purchase Agreement.

Permitted Investments. The term "Permitted Investments" means any of the following which at the time of investment are legal investments under the laws of the State for the moneys proposed to be invested therein (provided that the Trustee shall be entitled to rely upon any Written Request from the District as conclusive certification to the Trustee that the investments described therein are so authorized under the laws of the State of California):

(A) for all purposes, including: (i) as defeasance investments in refunding escrow accounts; and (ii) for the purpose of investing moneys held in the Interest Fund: (1) cash; or (2) direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America; and

(B) for all purposes other than: (i) defeasance investments in refunding escrow accounts; and (ii) investing moneys held in the Interest Fund: (1) obligations of any of the following federal agencies which obligations represent full faith and credit of the United States of America, including the Export-Import Bank; Farmers Home Administration; General Services Administration; U.S. Maritime Administration; Small Business Administration; Government National Mortgage Association; U.S. Department of Housing & Urban Development (PHAs); and Federal Housing Administration; (2) bonds, notes or other evidences of indebtedness rated "AAA" or "Aaa" by S&P or Moody's issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with remaining maturities not exceeding three years; (3) U.S. dollar denominated deposit accounts, certificates of deposit (including those placed by a third party pursuant to a separate agreement between the District and the Trustee), federal funds, bank deposit products, trust funds, trust accounts, interest bearing deposits, interest bearing money market accounts, overnight bank deposits and banker's acceptances with domestic commercial banks, which may include the Trustee and its affiliates, which: (I) have a rating on their short term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S&P and "P-1" by Moody's; or (II) are insured by the Federal Deposit Insurance Corporation maturing no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank); (4) commercial paper which is rated at the time of purchase in the single highest classification, "A-1+" by S&P and "P-1" by Moody's and which matures not more than 270 days after the date of purchase; (5) investments in a money market mutual fund rated "AAAm," "AAm," "AAAm-G" or "AAm-G" or better by S&P, including such funds for which the Trustee, its affiliates or subsidiaries provide investment advisory or other management services or for which the Trustee or an affiliate of the Trustee serves as investment administrator, shareholder servicing agent, transfer agent and/or custodian or subcustodian, notwithstanding that: (I) the Trustee or an affiliate of the Trustee receives and retains fees from funds for services rendered to such funds; (II) the Trustee collects fees for services rendered pursuant to the Agreement, which fees are separate from the fees received from such funds; and (III) services performed for such funds and pursuant to the Agreement may at times duplicate those provided to such funds by the Trustee or an affiliate of the Trustee; (6) pre-refunded municipal obligations defined as follows: any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice and which are rated, based on the escrow, in the highest rating category of S&P and Moody's, or any successor thereto; (7) any Investment Agreement; (8) the Local Agency Investment Fund of the State of California and other Local Government Investment Pools; and (9) any other investment permitted by law.

Prepayment Fund. The term "Prepayment Fund" means the fund by that name established by Section 5.2 hereof.

Prepayment Price. The term "Prepayment Price" means, with respect to any Certificate (or portion thereof), the principal amount with respect to such Certificate (or portion thereof) plus the applicable premium, if any, payable upon prepayment thereof pursuant to the provisions of such Certificate and this Agreement.

Principal Fund. The term "Principal Fund" means the fund by that name established by Section 5.2 hereof.

Rebate Fund. The term "Rebate Fund" means the fund by that name described in Section 5.5 hereof.

Record Date. The term "Record Date" means, with respect to any Payment Date relating to the Certificates, the fifteenth (15th) day of the calendar month preceding such Payment Date.

Securities Depository. The term "Securities Depository" means The Depository Trust Company, a New York banking corporation, its successors and assigns, or if: (i) the then-serving Securities Depository resigns from its functions as depository of the Certificates; or (ii) the District discontinues the use of the Securities Depository pursuant to Section 2.10, any other securities depository which agrees to follow the procedures required to be followed by a securities depository in connection with the Certificates.

Special Counsel. The term "Special Counsel" means an attorney at law or a firm of attorneys selected by the District of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on bonds and certificates of participation issued by states and their political subdivisions duly admitted to the practice of law before the highest court of California.

State. The term "State" means the State of California.

Statement of the Corporation or District. The term "Statement of the Corporation or District" means: (i) a statement signed by or on behalf of the Corporation by its Chair, Vice Chair, or General Manager; or (ii) by the District by the Chair, Vice Chair, or Secretary of its Board of Directors or its General Manager, or by any two persons (whether or not officers of the Board of Directors of the District) who are specifically authorized by resolution of the District to sign or execute such a document on its behalf. If and to the extent required by the provisions of Section 1.3, each Statement of the Corporation or District shall include the statements provided for in Section 1.3.

Tax Certificate. The term "Tax Certificate" means the Tax Certificate dated the date of the initial execution and delivery of the Certificates, concerning certain matters pertaining to the use and investment of proceeds of the Certificates executed by and delivered to the District, including any and all exhibits attached thereto.

Trustee. The term "Trustee" means U.S. Bank Trust Company, National Association, a national banking association duly organized and existing under and by virtue of the laws of the United States of America having a designated corporate trust office in San Francisco, California, or its successor or assignee as Trustee hereunder.

Written Consent of the Corporation or District; Written Requisition of the Corporation or District; Written Order of the Corporation or District; Written Request of the Corporation or District. The terms "Written Consent of the Corporation or District," "Written Order of the Corporation or District," "Written Request of the Corporation or District," and "Written Requisition of the Corporation or District" mean, respectively, a written consent, order, request or requisition signed by or on behalf of: (i) the Corporation by its Chair, Vice Chair, Secretary, any Director, or General Manager; or (ii) the District by its Chair, Vice Chair, Secretary, the General Manager or by any two persons (whether or not officers of the Board of Directors of the District) who are specifically authorized by resolution of the District to sign or execute such a document on its behalf.

Section 1.2. Rules of Construction. Words of any gender shall be deemed and construed to include all genders, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa.

Section 1.3. Content of Statements and Opinions. Every statement or opinion with respect to compliance with a condition or covenant provided for in this Agreement, including each Statement of the Corporation or the District, shall include: (a) a statement that the person or persons making or giving such statement or opinion have read such covenant or condition and the definitions herein relating thereto; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such statement or opinion are based; (c) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such covenant or condition has been complied with; and (d) a statement as to whether, in the opinion of the signers, such condition or covenant has been complied with.

Any such statement or opinion made or given by an officer of the Corporation or the District may be based, insofar as it relates to legal or accounting matters, upon a statement or opinion of or representations by counsel or accountants, unless such officer knows, or in the exercise of reasonable care should have known, that the statement or opinion or representations with respect to the matters upon which his statement or opinion may be based, as aforesaid, are erroneous. Any such statement or opinion made or given by counsel or accountants may be based, insofar as it relates to factual matters, upon information which is in the possession of the Corporation or the District, or upon the statement or opinion of or representations by an officer or officers of the Corporation or the District, unless such counsel, accountant or consultant knows, or in the exercise of reasonable care should have known, that the statement or opinion or representations with respect to the matters upon which his or her opinion may be based as aforesaid are erroneous.

Section 1.4. Recitals.

(a) Installment Purchase Agreement. The Corporation and the District have entered into the Installment Purchase Agreement whereby the Corporation has agreed to sell to the District the 2026 Project, and the District has agreed to purchase the 2026 Project from the Corporation in order to finance the 2026 Project.

(b) Installment Payments. Under the Installment Purchase Agreement, the District is obligated to pay to the Corporation or its assigns Installment Payments for the purchase of the 2026 Project.

(c) Assignment Agreement. For the purpose of obtaining the moneys required to be deposited by the Corporation with the Trustee, and for the purpose of securing the obligations of the Corporation hereunder, the Corporation has assigned and transferred certain of its rights under the Installment Purchase Agreement to the Trustee pursuant to the Assignment Agreement; and in consideration of such assignment and the execution of this Agreement, the Trustee has agreed to execute and deliver certificates of participation, each evidencing an interest in the Installment Payments in an aggregate amount equal to the aggregate principal amount of certificates of participation so executed and delivered.

(d) Conditions Precedent Satisfied. The District and the Corporation hereby certify that all acts, conditions and things required by law to exist, happen and be performed precedent to and in connection with the execution and entering into of this Agreement have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly empowered to execute and enter into this Agreement.

ARTICLE II

CERTIFICATES; TERMS AND PROVISIONS

Section 2.1. Preparation of Certificates. The Trustee is hereby authorized to execute certificates of participation, to be denominated "2026 Wastewater Revenue Certificates of Participation" in an aggregate principal amount of ______________________________ DOLLARS ($__________), evidencing undivided interests in Installment Payments to be paid by the District under the Installment Purchase Agreement.

Section 2.2. Denominations; Forms and Numbers; Medium and Place of Payment; Dating. The Certificates shall be delivered in the form of fully registered Certificates in denominations of $5,000 each or any integral multiple thereof; provided that no Certificate shall have principal represented thereby maturing in more than one year. The Certificates shall be substantially in the form attached hereto as Exhibit A.

The principal and Prepayment Price with respect to all Certificates shall be payable in lawful money of the United States of America upon presentation and surrender thereof at the designated corporate trust office of the Trustee. Interest with respect to Certificates shall be payable by check of the Trustee mailed by first class mail on the Payment Dates of such Certificates to the respective Certificate Owners of record thereof as of the close of business on the Record Date at the addresses shown on the books required to be kept pursuant to Section 2.8 or, upon the written request received by the Trustee of an Owner of at least $1,000,000 in aggregate principal amount of Certificates, by wire transfer of immediately available funds to an account in the United States designated by such Owner prior to the applicable Record Date, except in each case, that, if and to the extent that there shall be a default in the payment of the interest due on such Payment Date, such defaulted interest shall be paid to the Owners in whose names any such Certificates are registered at the close of business on a special record date as determined by the Trustee.

The Certificates shall be dated the date of initial execution and delivery. Interest with respect to the Certificates shall be payable from the Payment Date preceding their date of execution, unless such date shall be after a Record Date and on or before the succeeding Payment Date, in which case interest shall be payable from such Payment Date or unless such date shall be on or before the first Record Date, in which case interest shall be payable from the date of initial execution and delivery, provided, however, that if, as shown by the records of the Trustee, interest with respect to the Certificates shall be in default, Certificates executed in exchange for Certificates surrendered for transfer or exchange shall represent interest from the last date to which interest has been paid in full or duly provided for with respect to the Certificates, or, if no interest has been paid or duly provided for with respect to the Certificates, from the date of initial execution and delivery.

Section 2.3. Principal and Interest With Respect to Certificates. Certificates in the aggregate principal amount of $__________ shall become payable on October 1 in the years and in the amounts and with an interest component as provided below. Interest with respect to the Certificates shall be calculated on the basis of a 360-day year of twelve 30-day months.

Maturity (October 1)	*Principal Amount*	*Interest Rate*
2027	$	%
2028		
2029		

2030
2031
2032
2033
2034
2035
2036
2037
2038
2039
2040
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2056

Section 2.4. Form of Certificates. The Certificates and the form of assignment to appear thereon shall be in substantially the form set forth in Exhibit A with necessary or appropriate variations, omissions and insertions as permitted or required by this Agreement.

Section 2.5. Execution. The Certificates shall be executed by and in the name of the Trustee, as trustee under this Agreement, by the manual signature of an authorized officer or signatory of the Trustee.

Section 2.6. Transfer of Certificates. Any Certificate may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.8, by the person in whose name it is registered, in person or by such person's duly authorized attorney, upon surrender of such Certificate for cancellation at the corporate trust office of the Trustee, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Trustee.

Whenever any Certificate or Certificates shall be surrendered for transfer, the Trustee shall execute and deliver a new Certificate or Certificates of the same series and maturity, for a like aggregate principal amount, and of authorized denomination or denominations. The Trustee may charge a sum for each new Certificate executed and delivered upon any transfer. The Trustee may require the payment by any Certificate Owner requesting any such transfer of any tax or other governmental charge required to be paid with respect to such transfer. Following any transfer of

Certificates the Trustee shall cancel and destroy the Certificates it has received in accordance with its customary procedures.

Section 2.7. Exchange of Certificates. Certificates may be exchanged at the corporate trust office of the Trustee, for a like aggregate principal amount of Certificates of other authorized denominations of the same series and maturity. The Trustee may charge a sum for each new Certificate executed and delivered upon any exchange except in the case of any exchange of temporary Certificates for definitive Certificates. The Trustee may require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. Following any exchange of Certificates, the Trustee shall cancel and destroy the Certificates it has received in accordance with its customary procedures.

The Trustee shall not be required to register the exchange or transfer pursuant to Section 2.6 or Section 2.7 hereof, of any Certificate: (a) within 15 days preceding selection of Certificates for prepayment; or (b) selected for prepayment (except for any non-prepaid portion thereof).

Section 2.8. Certificate Registration Books. The Trustee will keep or cause to be kept, at its corporate trust office, sufficient books for the registration and transfer of the Certificates, which shall upon reasonable prior notice and at all reasonable times be open to inspection by the Corporation or the District; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Certificates as hereinbefore provided.

The person in whose name any Certificate shall be registered shall be deemed the Owner thereof for all purposes hereof, and payment of or on account of the interest with respect to and principal of, Prepayment Price represented by such Certificate shall be made only to or upon the order in writing of such registered owner, which payments shall be valid and effectual to satisfy and discharge liability upon such Certificate to the extent of the sum or sums so paid.

Section 2.9. Certificates Mutilated, Lost, Destroyed or Stolen. If any Certificate shall become mutilated, the Trustee shall execute and deliver a new Certificate of like tenor, series, maturity, and principal amount, in exchange and substitution for the Certificate so mutilated, but only upon surrender to the Trustee of the Certificate so mutilated.

Every mutilated Certificate so surrendered to the Trustee shall be canceled by it and destroyed. If any Certificate shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee, and, if such evidence is satisfactory to the Trustee and indemnity satisfactory to the Trustee shall be given indemnifying the Trustee, the Corporation and the District, the Trustee, at the expense of the Certificate Owner, shall execute and deliver a new Certificate of like tenor, series and maturity, and numbered as the Trustee shall determine, in lieu of and in substitution for the Certificate so lost, destroyed or stolen. The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Certificate executed under this Section and of the expenses which may be incurred by the Trustee under this Section. Any Certificate executed under the provisions of this Section in lieu of any Certificate alleged to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits of this Agreement with all other Certificates secured by this Agreement. The Trustee shall not be required to treat both the original Certificate and any replacement Certificate as being Outstanding for the purpose of determining the principal amount of Certificates which may be executed hereunder or for the purpose of determining any percentage of Certificates Outstanding hereunder, but both the original and replacement Certificate shall be treated as one and the same. Notwithstanding any other provision of this Section, in lieu of delivering a new Certificate for a Certificate which has been mutilated, lost, destroyed or stolen and which has matured or has been selected for prepayment, the Trustee may, at the direction of the District, make payment of such Certificate upon receipt of indemnity satisfactory to the Trustee.

Section 2.10. Book-Entry System.

(a) Except as otherwise provided in this Section, each Certificate shall be executed and delivered in the form of one global certificate for each maturity of each series registered in the name of the Securities Depository or its nominee, and ownership thereof shall be maintained in book-entry form by the Securities Depository for the account of the Participants thereof. "Securities Depository" means: (i) The Depository Trust Company, appointed as Securities Depository herein, and its successors and assigns or if the then Securities Depository resigns from its functions as depository of the Certificates; or (ii) if the District discontinues the use of the Securities Depository pursuant to subsection (c) of this Section, any other securities depository which agrees to follow the procedures required to be followed by a securities depository in connection with the Certificates and which is appointed by the District. "Participant" means a member of, or participant in, the Securities Depository.

Initially, the Certificates shall be registered in the name of Cede & Co., as the nominee of The Depository Trust Company. Except as provided in subsection (c) of this Section, the Certificates may be transferred, in whole but not in part, only to the Securities Depository or a nominee of the Securities Depository, or to a successor Securities Depository appointed or approved by the District or to a nominee of such successor. Each global certificate shall bear a legend substantially to the following effect: "Except as otherwise provided in the Trust Agreement this global certificate may be transferred, in whole but not in part, only to another nominee of the Securities Depository (as defined in the Trust Agreement) or to a successor Securities Depository or to a nominee of a successor Securities Depository."

With respect to book-entry Certificates, the District and the Trustee shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Certificates. Without limiting the immediately preceding sentence, the District and the Trustee shall have no responsibility or obligation with respect to: (i) the accuracy of the records of DTC, the Nominee, or any Participant with respect to any ownership interest in book-entry Certificates; (ii) the delivery to any Participant, Beneficial Owner or any other person, other than the Securities Depository, of any notice with respect to book-entry Certificates, including any notice of prepayment; (iii) the selection by DTC and its Participants of the beneficial interests in book-entry Certificates to be prepaid in the event the District prepays the Certificates in part; (iv) the payment, to any Participant, Beneficial Owner of Certificates or other person, other than the Securities Depository, of any amount of principal of, premium, if any, or interest with respect to book-entry Certificates; or (v) any consent given by the Securities Depository as Owner of any Certificates. The District and the Trustee may treat and consider the person in whose name each book-entry Certificate is registered in the registration books as the absolute owner of such book-entry Certificate for all purposes, whatsoever, including without limitation, payment of principal of, Prepayment Price or interest with respect to such Certificate, giving notices of prepayment and other matters with respect to such Certificate and registering transfers with respect to such Certificate. The Trustee shall pay all principal of, Prepayment Price or interest with respect to the Certificates only to or upon the order of the respective Owner, as shown in the registration books, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, Prepayment Price or interest with respect to the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the registration books, shall receive a Certificate evidencing the obligation to make payments of principal of, Prepayment Price or interest with respect to the Certificates. Upon delivery by DTC to the Owner and the Trustee, of written notice to the effect that DTC has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to Record Dates, the word Nominee in this Agreement shall refer to such nominee of DTC.

The District and the Trustee shall be entitled to treat the person in whose name any Certificate is registered as the Owner thereof for all purposes of this Agreement and any applicable laws, notwithstanding any notice to the contrary received by the Trustee or the District; and the District and the Trustee shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any Beneficial Owners of the Certificates. Neither the District nor the Trustee shall have any responsibility or obligation, legal or otherwise, to any such Beneficial Owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Certificates, and the Trustee may rely conclusively on its records as to the identity of the Owners of the Certificates.

(b) In order to qualify the book-entry Certificates for DTC's book-entry system, the District shall execute and deliver to DTC a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District or the Trustee any obligation whatsoever with respect to persons having interests in such book-entry Certificates other than the Owners, as shown on the Certificate registration books. In addition to the execution and delivery of a Letter of Representations, the District shall take such other actions, not inconsistent with this Agreement, as are reasonably necessary to qualify book-entry Certificates for DTC's book-entry program.

(c) If at any time the Securities Depository notifies the Trustee and the District that it is unwilling or unable to continue as Securities Depository with respect to any or all series of the Certificates or if at any time the Securities Depository shall no longer be registered or in good standing under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation and a successor Securities Depository is not appointed by the District within 90 days after the District receives notice or becomes aware of such condition, or if the Securities Depository ceases to function as the Securities Depository without prior notice, as the case may be, subsections (a) and (b) of this Section shall no longer be applicable and the Trustee shall execute and deliver certificates representing the Certificates so affected as provided below, provided that the Trustee shall not be required to deliver such new Certificates within a period of less than sixty (60) days from the date of receipt of such Written Request from the District. In addition, the District may determine at any time that the Certificates shall no longer be represented by global certificates and that the provisions of subsections (a) and (b) of this Section shall no longer apply to such Certificates. In such event, the Trustee shall execute and deliver, in exchange for a global certificate, certificates representing the Certificates registered in such names and authorized denominations as the Securities Depository, pursuant to instructions from the Participants or otherwise, shall instruct the Trustee, provided that the Trustee shall not be required to deliver such new Certificates within a period of less than sixty (60) days from the date of receipt of such Written Request from the District. The Trustee shall deliver such certificates representing the Certificates to the persons in whose names the Certificates are so registered.

(d) In the case of a partial prepayment or an advance refunding of any Certificates evidencing a portion of the principal maturing in a particular year, DTC or its successor (or any

Substitute Depository or its successor) shall make an appropriate notation on such Certificates indicating the date and amounts of such reduction in principal, in form acceptable to the Trustee, all in accordance with the Letter of Representations. The Trustee shall not be liable for such Depository's failure to make such notations or errors in making such notations.

(e) Notwithstanding any other provision of this Agreement to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of The Depository Trust Company, all payments with respect to the principal of, Prepayment Price or interest with respect to such Certificate and all notices with respect thereto shall be made and given, respectively, to The Depository Trust Company as provided in the applicable Letter of Representations of the District addressed to The Depository Trust Company with respect thereto notwithstanding any inconsistent provisions herein.

(f) The Certificates shall be initially executed and delivered as provided in Section 2.1 hereof. Registered ownership of such Certificates, or any portions thereof, may not thereafter be transferred except:

(i) to any successor of DTC or its nominee, or of any substitute depository designated pursuant to clause (B) of subsection (i) of this Section 2.10(f) ("Substitute Depository"); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(ii) to any Substitute Depository, upon: (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository; or (2) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) to any person as provided below, upon: (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository; or (2) a determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(g) In the case of any transfer pursuant to clause (A) or clause (B) of subsection (i) of this Section 2.10(f), upon receipt of all Outstanding Certificates by the Trustee, together with a written request of the District to the Trustee designating the Substitute Depository, a single new Certificate, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of each series of Certificates then Outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to clause (C) of subsection (i) of this Section 2.10(f), upon receipt of all Outstanding Certificates by the Trustee, together with a written request of the District to the Trustee, new Certificates, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, subject to the limitations of Section 2.1 hereof, provided that the Trustee shall not be required to deliver such new Certificates within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(h) In the case of a partial prepayment or an advance refunding of any Certificates evidencing a portion of the principal maturing in a particular year, DTC or its successor (or any

Substitute Depository or its successor) shall make an appropriate notation on such Certificates indicating the date and amounts of such reduction in principal, in form acceptable to the Trustee, all in accordance with the Letter of Representations. The Trustee shall not be liable for such Depository's failure to make such notations or errors in making such notations.

(i) The District and the Trustee shall be entitled to treat the person in whose name any Certificate is registered as the Owner thereof for all purposes of this Agreement and any applicable laws, notwithstanding any notice to the contrary received by the Trustee or the District; and the District and the Trustee shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any Beneficial Owners of the Certificates. Neither the District nor the Trustee shall have any responsibility or obligation, legal or otherwise, to any such Beneficial Owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Certificates, and the Trustee may rely conclusively on its records as to the identity of the Owners of the Certificates.

Section 2.11. CUSIP Numbers. The District in causing the execution and delivery of the Certificates may use "CUSIP" numbers (if then generally in use), and, if so, the Trustee shall use "CUSIP" numbers in notices of redemption as a convenience to Owners; provided that the Trustee shall have no liability for any defect in the "CUSIP" numbers as they appear on any Certificate, notice or elsewhere; and provided further that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Certificates or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Certificates, and any such redemption shall not be affected by any defect in or omission of such numbers. The District will promptly notify the Trustee in writing of any change in the "CUSIP" numbers.

ARTICLE III

DELIVERY OF CERTIFICATES

Section 3.1. Delivery of Certificates. The Trustee is hereby authorized to execute and deliver Certificates in an aggregate principal amount of $__________ upon the Written Order of the District.

Section 3.2. Application of Proceeds of Certificates. The proceeds derived from the sale of the Certificates in the amount of $__________ shall be deposited with the Trustee, who shall: (i) deposit $__________, representing costs of issuance, in the Delivery Cost Fund; and (ii) deposit $__________ in the Acquisition Fund. The Trustee may establish temporary funds and accounts to facilitate such transfers.

Section 3.3. Validity of Certificates. The validity of the execution and delivery of the Certificates is not dependent on and shall not be affected in any way by any proceedings taken by the District, the Corporation or the Trustee with respect to or in connection with the Installment Purchase Agreement. The recital contained in the Certificates that all acts, conditions and things required by the Constitution and statutes of the State of California and this Agreement to exist, to have happened and to have been performed precedent to and in the delivery thereof do exist, have happened and have been performed in due time, form and manner as required by law shall be conclusive evidence of their validity and of compliance with the provisions of law in their delivery.

Section 3.4. Delivery Cost Fund. There is hereby established with the Trustee the Delivery Cost Fund, which fund the Trustee shall establish and maintain and hold in trust separate and apart from other funds held by it. The moneys in the Delivery Cost Fund shall be used and withdrawn by the Trustee to pay Delivery Costs of the Certificates upon submission of Written Requisitions of the District in substantially the form set forth in Exhibit B stating the person to whom payment is to be made, the amount to be paid, the purpose for which the obligation was incurred, that such payment is a proper charge against said fund and that payment for such charge has not previously been made. On the six month anniversary of the initial execution and delivery of the Certificates or upon the earlier Written Request of the District, all amounts remaining in the Delivery Cost Fund shall be transferred by the Trustee to the Acquisition Fund and the Delivery Cost Fund shall be closed.

Section 3.5. Acquisition Fund. There is hereby established with the Trustee the Acquisition Fund, which fund the Trustee shall establish and maintain and hold in trust separate and apart from other funds held by it. The moneys in the Acquisition Fund shall be used and withdrawn by the Trustee as set forth in Section 3.6 of the Installment Purchase Agreement.

ARTICLE IV

PREPAYMENT OF CERTIFICATES

Section 4.1. Terms of Prepayment. The Certificates maturing on or after October 1, 20[37] are subject to optional prepayment prior to their respective stated maturities, as a whole or in part on October 1, 20[36] or any date thereafter in the order of maturity as directed by the District in a written request to the Trustee at least 60 days (or such lesser number of days acceptable to the Trustee) prior to such date and by lot within each maturity, in integral multiples of $5,000 from amounts prepaid by the District pursuant to the Installment Purchase Agreement at a Prepayment Price equal to the principal amount of the Certificates to be prepaid, plus accrued interest represented thereby to the date fixed for prepayment, without premium.

Section 4.2. Selection of Certificates for Prepayment. Whenever less than all of the Certificates are called for prepayment, the Trustee shall select the Certificates or portions thereof to be prepaid from the Outstanding Certificates in accordance with Section 4.1 hereof. The Trustee shall promptly notify the District in writing of the numbers of the Certificates or portions thereof so selected for prepayment.

Section 4.3. Notice of Prepayment. Notice of prepayment shall be mailed, first class postage prepaid, to the respective Owners of any Certificates designated for prepayment at their addresses appearing on the Certificate registration books and to the Information Services and by registered or certified or overnight mail or electronically to the Securities Depository at least 20 days but not more than 60 days prior to the prepayment date.

Each such notice of prepayment shall state the date of notice, the prepayment date, the place or places of prepayment and the Prepayment Price, shall designate the maturities, CUSIP numbers, if any, and, if less than all of any such maturity is to be prepaid, the respective portions of the principal amount thereof to be prepaid. Each such notice shall also state that on said date there will become due and payable on each of said Certificates the Prepayment Price thereof or of said specified portion of the principal represented thereby in the case of a Certificate to be prepaid in part only, together with interest accrued with respect thereto to the prepayment date, and that (provided that moneys for prepayment have been deposited with the Trustee) from and after such prepayment date interest with respect thereto shall cease to accrue, and shall require that such Certificate be then surrendered to the Trustee. Any defect in the notice or the mailing will not affect the validity of the prepayment of any Certificate. Notice of prepayment of Certificates shall be given by the Trustee on behalf of and at the expense of the District.

With respect to any notice of optional prepayment of Certificates, such notice may state that such prepayment shall be conditional upon the receipt by the Trustee on or prior to the date fixed for such prepayment of moneys that are sufficient to pay the principal of, premium, if any, and interest with respect to such Certificates to be prepaid and that, if such moneys shall not have been so received, said notice shall be of no force and effect and the Trustee shall not be required to prepay such Certificates. In the event that such notice of prepayment contains such a condition and such moneys are not so received, the prepayment shall not be made, and the Trustee shall within a reasonable time thereafter give notice, in the manner in which the notice of prepayment was given, that such moneys were not so received.

Section 4.4. Partial Prepayment of Certificate. Upon surrender of any Certificate prepaid in part only, the Trustee shall execute and deliver to the Owner thereof, at the expense of the District, a new Certificate or Certificates of authorized denominations equal in aggregate principal amount to the unprepaid portion of the Certificate surrendered and of the same series, interest rate and maturity.

Section 4.5. Effect of Prepayment. When notice of prepayment has been duly given as aforesaid, and moneys for payment of the Prepayment Price of, together with interest accrued to the prepayment date with respect to, the Certificates (or portions thereof) so called for prepayment are held by the Trustee, the Certificates (or portions thereof) so called for prepayment shall, on the prepayment date designated in such notice, become due and payable at the Prepayment Price specified in such notice and interest accrued thereon to the prepayment date; and from and after the prepayment date interest represented by the Certificates so called for prepayment shall cease to accrue, said Certificates (or portions thereof) shall cease to be entitled to any benefit or security under this Agreement, and the Owners of said Certificates shall have no rights in respect thereof except to receive payment of said Prepayment Price and accrued interest.

All Certificates prepaid pursuant to the provisions of this Article shall be cancelled upon surrender thereof and destroyed by the Trustee in accordance with its customary procedures.

ARTICLE V

INSTALLMENT PAYMENTS

Section 5.1. Pledge and Deposit of Installment Payments. The Installment Payments are hereby irrevocably pledged to, and shall be used for, the punctual payment of the Certificates, and the Installment Payments shall not be used for any other purpose while any of the Certificates remain Outstanding. This pledge shall constitute a first and exclusive lien on the Installment Payments in accordance with the terms hereof.

All Installment Payments to which the Corporation may at any time be entitled (including income or profit from investments pursuant to Section 5.3) shall be paid directly to the Trustee pursuant to the terms of the Assignment Agreement, and if received by the Corporation at any time shall be deposited by the Corporation with the Trustee within one Business Day after the receipt thereof, and the Trustee shall deposit all Installment Payments as and when received in the Certificate Payment

Fund. All moneys at any time deposited in the Certificate Payment Fund shall be held by the Trustee in trust for the benefit of the Owners from time to time of the Certificates, but shall nevertheless be disbursed, allocated and applied solely for the uses and purposes herein set forth.

Section 5.2. Certificate Payment Fund. There is hereby established with the Trustee the Certificate Payment Fund, which the Trustee covenants to maintain and hold in trust separate and apart from other funds held by it so long as any Installment Payments remain unpaid. The Trustee shall transfer from the Certificate Payment Fund the following amounts at the times and in the manner hereinafter provided, and shall deposit such amounts in one or more of the following respective funds, each of which the Trustee shall establish and maintain and hold in trust separate and apart from other funds held by it, and each of which shall be disbursed and applied only as hereinafter authorized. Such amounts shall be so transferred to and deposited in the following respective funds in the following order of priority, the requirements of each such fund at the time of deposit to be satisfied before any transfer is made to any fund subsequent in priority:

(a) Interest Fund. The Trustee shall, on each Installment Payment Date (commencing on the Installment Payment Date preceding [April 1, 2027]), deposit in the Interest Fund an amount representing the portion of the Installment Payments designated as interest coming due on the next succeeding April 1 and October 1, as the case may be. No deposit need be made into the Interest Fund so long as there shall be in such fund moneys sufficient to pay the interest portion of all Certificates then Outstanding on the next April 1 or October 1, as the case may be.

Except as hereinafter provided, moneys in the Interest Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the interest with respect to the Certificates when due and payable (including accrued interest with respect to any Certificates prepaid prior to maturity pursuant to this Agreement).

(b) Principal Fund. The Trustee shall, on the Installment Payment Date prior to each October 1 (commencing on the Installment Payment Date preceding October 1, [2027]), deposit in the Principal Fund an amount equal to the principal coming due with respect to the Certificates on the next succeeding October 1. No deposit need be made into the Principal Fund so long as there shall be in such fund moneys sufficient to pay the portion of all Certificates then Outstanding designated as principal and coming due on the next succeeding October 1.

Except as hereinafter provided, moneys in the Principal Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the principal with respect to the Certificates when due and payable.

(c) Prepayment Fund. Moneys to be used for prepayment pursuant to Section 4.1 hereof and paid by the District pursuant to Section 7.1 of the Installment Purchase Agreement shall be transferred by the Trustee from the Certificate Payment Fund and deposited in the Prepayment Fund on the prepayment date specified in the Written Request of the District filed with the Trustee pursuant to Section 7.2 of the Installment Purchase Agreement. Said moneys shall be set aside in the Prepayment Fund solely for the purpose of prepaying the Certificates in advance of their respective stated maturities and shall be applied on or after the date specified for prepayment pursuant to Section 4.1 hereof to the payment of the Prepayment Price with respect to the Certificates to be prepaid upon presentation and surrender of such Certificates.

Section 5.3. Investment of Moneys in Special Funds. Any moneys in the Certificate Payment Fund, the Interest Fund, the Principal Fund, the Delivery Cost Fund and the Prepayment Fund shall be invested by the District or, upon the Written Request of the District, by the Trustee, in Permitted Investments which will mature on or before the dates when such moneys are scheduled to be needed for payment from such fund and in accordance with the limitations set forth in Section 6.3. Securities acquired as an investment of moneys in a fund shall be credited to such fund.

In the absence of written investment direction from the District, the Trustee shall hold moneys uninvested.

Any interest, profit or other income on such investments shall be deposited by the Trustee in the Certificate Payment Fund.

Subject to the further provisions of Section 6.3 hereof, the Trustee may sell or present for prepayment any obligations so purchased at the direction of the District whenever it shall be necessary in order to provide moneys to meet any payment, and the Trustee shall not be liable or responsible for any loss, tax, fee or other charge resulting from such investment, reinvestment or liquidation of an investment. The Trustee may act as principal or agent in the acquisition or disposition of any investment. The Trustee may commingle any of the funds or accounts established pursuant to this Agreement into a separate fund or funds for investment purposes only; provided, however, that all funds or accounts held by the Trustee hereunder shall be accounted for separately notwithstanding such commingling.

The District acknowledges that to the extent that regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive brokerage confirmations of security transactions as they occur, the District will not receive such confirmations to the extent permitted by law. The Trustee will furnish the District with periodic cash transaction statements which include detail for all investment transactions made by the Trustee hereunder. The District and the Corporation further understand that trade confirmations for securities transactions effected by the Trustee will be available upon request and at no additional cost and other trade confirmations may be obtained from the applicable broker. The Trustee may make any investments hereunder through its own bond or investment department or trust investment department, or those of its parent or any affiliate. The Trustee or any of its affiliates may act as sponsor, advisor or manager in connection with any investments made by the Trustee hereunder.

Section 5.4. Pledge of Moneys in Funds. All amounts on deposit in the Certificate Payment Fund, the Interest Fund, the Principal Fund and the Prepayment Fund are hereby irrevocably pledged to the Owners of the Certificates as provided herein. This pledge shall constitute a first and exclusive lien on the Certificate Payment Fund, the Interest Fund, the Principal Fund and the Prepayment Fund for the benefit of the Owners of the Certificates in accordance with the terms hereof and of the Installment Purchase Agreement. Amounts deposited in the Delivery Cost Fund and the Rebate Fund are not pledged to the Owners of the Certificates.

Section 5.5. Rebate Fund.

(a) Establishment. The Trustee shall, when required, establish a fund for the Certificates designated the "Rebate Fund." Absent an opinion of Special Counsel that the exclusion from gross income for federal income tax purposes of interest with respect to the Certificates will not be adversely affected, the District shall cause to be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to this Section and the Tax Certificate. All money at any time deposited in the Rebate Fund shall be held by the Trustee in trust for payment to the United States Treasury. All amounts on deposit in the Rebate Fund shall be governed by this Section and the Tax Certificate, unless and to the extent that the District delivers to the Trustee an opinion of Special Counsel that the exclusion from gross income for federal income tax purposes of interest with respect to the Certificates will not be adversely affected if such requirements are not satisfied. The Trustee shall be deemed conclusively to have complied with the provisions of this Section and the Tax Certificate if the Trustee follows the directions of the District and the Trustee shall have no independent responsibility to or liability resulting from failure of the Trustee to enforce compliance by the District with the Tax Certificate or the provisions of this Section.

(i) Computation. Within 55 days of the end of each fifth Certificate Year (as such term is defined in the Tax Certificate), the District shall calculate or cause to be calculated the amount of rebatable arbitrage, in accordance with Section 148(f)(2) of the Code and Section 1.148-3 of the Treasury Regulations (taking into account any applicable exceptions with respect to the computation of the rebatable arbitrage, described, if applicable, in the Tax Certificate (e.g., the temporary investments exceptions of Section 148(f)(4)(B) and the construction expenditures exception of Section 148(f)(4)(C) of the Code), and taking into account whether the election pursuant to Section 148(f)(4)(C)(vii) of the Code (the "1½% Penalty") has been made), for this purpose treating the last day of the applicable Certificate Year as a computation date, within the meaning of Section 1.148-1(b) of the Treasury Regulations (the "Rebatable Arbitrage"). The District shall obtain expert advice as to the amount of the Rebatable Arbitrage to comply with this Section.

(ii) Transfer. Within 55 days of the end of each fifth Certificate Year, upon the Written Request of the District, an amount shall be deposited to the Rebate Fund by the Trustee from any Revenues legally available for such purpose (as specified by the District in the aforesaid written Request), if and to the extent required so that the balance in the Rebate Fund shall equal the amount of Rebatable Arbitrage so calculated in accordance with (i) of this Subsection (a). In the event that immediately following the transfer required by the previous sentence, the amount then on deposit to the credit of the Rebate Fund exceeds the amount required to be on deposit therein, upon written Request of the District, the Trustee shall withdraw the excess from the Rebate Fund and then credit the excess to the Certificate Payment Fund.

(iii) Payment to the Treasury. The Trustee shall pay, as directed by Request of the District, to the United States Treasury, out of amounts in the Rebate Fund:

(A) Not later than 60 days after the end of: (X) the fifth Certificate Year; and (Y) each applicable fifth Certificate Year thereafter, an amount equal to at least 90% of the Rebatable Arbitrage calculated as of the end of such Certificate Year; and

(B) Not later than 60 days after the payment of all the Certificates, an amount equal to 100% of the Rebatable Arbitrage calculated as of the end of such applicable Certificate Year, and any income attributable to the Rebatable Arbitrage, computed in accordance with Section 148(f) of the Code and Section 1.148-3 of the Treasury Regulations.

In the event that, prior to the time of any payment required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate or cause to be calculated the amount of such deficiency and deposit an amount received from any legally available source equal to such deficiency prior to the time such payment is due. Each payment required to be made pursuant to this Subsection (a) shall be made to the Internal Revenue Service Center, Ogden, Utah 84201 on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, or shall be made in such other manner as provided under the Code.

(b) Disposition of Unexpended Funds. Any funds remaining in the Rebate Fund after prepayment and payment of the Certificates and the payments described in Subsection (a) above being made may be withdrawn by the District and utilized in any manner by the District.

(c) Survival of Defeasance. Notwithstanding anything in this Section to the contrary, the obligation to comply with the requirements of this Section shall survive the defeasance or payment in full of the Certificates.

ARTICLE VI

COVENANTS

Section 6.1. Corporation and District to Perform Installment Purchase Agreement. The Corporation and District covenant and agree with the Owners of the Certificates to perform all obligations and duties imposed on them under the Installment Purchase Agreement and, together with the Trustee, to enforce such Installment Purchase Agreement against the other party thereto in accordance with its terms.

The Corporation and the District will in all respects promptly and faithfully keep, perform and comply with all the terms, provisions, covenants, conditions and agreements of the Installment Purchase Agreement to be kept, performed and complied with by them.

The Corporation and the District agree not to do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission of or refraining from action, would or might be a ground for cancellation or termination of the Installment Purchase Agreement.

Section 6.2. [Reserved].

Section 6.3. Tax Covenants. Notwithstanding any other provision of this Agreement, absent an opinion of Special Counsel that the exclusion from gross income of interest with respect to the Certificates will not be adversely affected for federal income tax purposes, the District and the Corporation covenant to comply with all applicable requirements of the Code necessary to preserve such exclusion from gross income with respect to the Certificates and specifically covenant, without limiting the generality of the foregoing, as follows:

(a) Private Activity. The District and the Corporation will not take or omit to take any action or make any use of the proceeds of the Certificates or of any other moneys or property which would cause the Certificates to be "private activity bonds" within the meaning of Section 141 of the Code.

(b) Arbitrage. The District and the Corporation will make no use of the proceeds of the Certificates or of any other amounts or property, regardless of the source, or take or omit to take any action which would cause the Certificates to be "arbitrage bonds" within the meaning of Section 148 of the Code.

(c) Federal Guarantee. The District and the Corporation will make no use of the proceeds of the Certificates or take or omit to take any action that would cause the Certificates to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

(d) Information Reporting. The District and the Corporation will take or cause to be taken all necessary action to comply with the informational reporting requirement of Section 149(e) of the Code necessary to preserve the exclusion of interest with respect to the Certificates pursuant to Section 103(a) of the Code.

(e) Hedge Bonds. The District and the Corporation will make no use of the proceeds of the Certificates or any other amounts or property, regardless of the source, or take any action or refrain from taking any action that would cause the Certificates to be considered "hedge bonds" within the meaning of Section 149(g) of the Code unless the District and the Corporation take all necessary action to assure compliance with the requirements of Section 149(g) of the Code to maintain the exclusion from gross income of interest for federal income tax purposes with respect to the Certificates.

(f) Miscellaneous. The District and the Corporation will take no action, or omit to take any action, inconsistent with its expectations stated in any Tax Certificate executed with respect to the Certificates and will comply with the covenants and requirements stated therein and incorporated by reference herein.

This Section and the covenants set forth herein shall not be applicable to, and nothing contained herein shall be deemed to prevent the District from issuing Bonds or executing and delivering Contracts, the interest with respect to which has been determined by Special Counsel to be subject to federal income taxation.

Section 6.4. Accounting Records and Reports. The Trustee shall at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with corporate trust industry standards, in which complete and accurate entries shall be made of all transactions made by it relating to the proceeds of the Certificates and all funds and accounts established by it pursuant to this Agreement. Such books of record and account shall be available for inspection by the District upon reasonable prior notice during business hours and under reasonable circumstances.

The District will keep appropriate accounting records in which complete and correct entries shall be made of all transactions relating to the Wastewater System, which records shall be available for inspection by the Trustee (which shall have no duty to inspect such records) at reasonable hours and under reasonable conditions.

The District will prepare and file with the Trustee annually within two hundred seventy (270) days of each Fiscal Year (commencing with the Fiscal Year ending June 30, 2026) financial statements of the District for the preceding Fiscal Year prepared in accordance with generally accepted accounting principles, together with an Accountant's Report thereon. The Trustee shall have no duty to review, analyze or verify such financial statements, and shall retain such statements solely as a repository for the Owners of the Certificates.

Section 6.5. Compliance with Trust Agreement. The Trustee will not execute, or permit to be executed, any Certificates in any manner other than in accordance with the provisions of this Agreement, and the District will not suffer or permit any default by it to occur under this Agreement, but will faithfully observe and perform all the covenants, conditions and requirements hereof.

Section 6.6. Observance of Laws and Regulations. To the extent necessary to assure their performance hereunder, the Corporation and the District will well and truly keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on them by contract, or prescribed by any law of the United States of America, or of the State, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by the Corporation or the District, respectively, including its right to exist and carry on its business, to the end that such contracts, rights and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

Section 6.7. Compliance with Contracts. The District shall comply with the terms, covenants and provisions, express or implied, of all contracts for the use of the 2026 Project by the District, and all other contracts and agreements affecting or involving the Wastewater System to the extent that the District is a party thereto.

Section 6.8. Prosecution and Defense of Suits. The District shall promptly, upon request of the Trustee or any Certificate Owner, from time to time take such action as may be necessary or proper to remedy or cure any defect in or cloud upon the title to the Wastewater System or any part thereof, whether now existing or hereafter developing, shall prosecute all such suits, actions and other proceedings as may be appropriate for such purpose and shall indemnify and save the Trustee, the Corporation and every Certificate Owner harmless from all loss, cost, damage and expense, including attorneys' fees, which they or any of them may incur by reason of any such defect, cloud, suit, action or proceeding.

The District shall defend against every suit, action or proceeding at any time brought against the Trustee, the Corporation or any Certificate Owner upon any claim arising out of the receipt, application or disbursement of any of the Installment Payments or involving the rights of the Trustee, the Corporation or any Certificate Owner under this Agreement; provided that the Trustee, the Corporation or any Certificate Owner at such party's election may appear in and defend any such suit, action or proceeding. The District shall indemnify and hold harmless the Trustee, the Corporation and the Certificate Owners against any and all liability claimed or asserted by any person, arising out of such receipt, application or disbursement, and shall indemnify and hold harmless the Certificate Owners against any attorneys' fees and expenses which any of them may incur in connection with any litigation to which any of them may become a party by reason of ownership of Certificates. The District shall promptly reimburse the Corporation, the Trustee or any Certificate Owner in the full amount of any attorneys' fees and expenses which the Corporation or such Owner may incur in litigation or otherwise in order to enforce such party's rights under this Agreement or the Certificates.

Notwithstanding anything to the contrary above, the Trustee shall have no duty or liability whatsoever to monitor or notify any party with respect to the timeliness, sufficiency or validity of any such recording, re-recording, filing, filing of continuation statements and the like with respect to this Agreement; it being expressly understood and agreed that the Trustee's duties under this section shall be exclusively limited to following the express written filing or recording instructions of the District, from time to time with respect to the above described actions so long as the District shall supply said recording or filing instruments.

Section 6.9. Recordation and Filing. The District shall record, register, file, renew, refile and re-record all such documents, including financing statements, as may be required by law in order to maintain a security interest in this Agreement and the Assignment Agreement, all in such manner, at such times and in such places as may be required by, and to the extent permitted by law in order fully to preserve, protect and perfect the security of the Certificate Owners and the rights and security interests of the Trustee. The Trustee, upon written direction of the District, shall (subject to Section 8.5) do whatever else may be necessary or be reasonably required in order to perfect and continue the lien of this Agreement and the Assignment Agreement.

Section 6.10. Eminent Domain. If all or any part of the Wastewater System shall be taken by eminent domain proceedings (or sold to a government threatening to exercise the power of eminent domain), the Net Proceeds therefrom shall be applied in the manner specified in Section 6.15 of the Installment Purchase Agreement.

Section 6.11. Further Assurances. Whenever and so often as requested so to do by the Trustee or any Certificate Owner, the Corporation and the District will promptly execute and deliver or cause to be executed and delivered all such other and further instruments, documents or assurances, and promptly do or cause to be done all such other and further things, as may be necessary or reasonably required in order to further and more fully vest in the Trustee and the Certificate Owners all rights, interest, powers, benefits, privileges and advantages conferred or intended to be conferred upon them by this Agreement.

Section 6.12. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of its obligations under the Continuing Disclosure Agreement to be executed and delivered by the District in connection with the execution and delivery of the Certificates. Notwithstanding any other provision of this Agreement, failure of the District to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default; however, any Owner or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. For purposes of this Section, “Beneficial Owner” means any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Certificates (including persons holding Certificates through nominees, depositories or other intermediaries).

ARTICLE VII

DEFAULT AND LIMITATION OF LIABILITY

Section 7.1. Notice of Non-Payment. In the event of delinquency in the payment of any Installment Payments due by the District pursuant to the Installment Purchase Agreement, the Trustee shall, after one Business Day following the date upon which such delinquent Installment Payment was due, immediately give written notice of the delinquency and the amount of the delinquency to the District and the Corporation.

Section 7.2. Action on Default or Termination. Upon the occurrence of an Event of Default (as that term is defined in the Installment Purchase Agreement), which event shall constitute a default hereunder, and in each and every such case during the continuance of such Event of Default, the Trustee or the Owners of not less than a majority in aggregate principal amount of Certificates at the time Outstanding shall be entitled, upon notice in writing to the District, to exercise the remedies provided to the Corporation in the Installment Purchase Agreement.

Upon declaration of the entire principal amount of the unpaid Installment Payments and the accrued interest thereon to be due and payable immediately, and provided that such declaration is not rescinded or annulled, all in accordance with Section 8.1 of the Installment Purchase Agreement, the Trustee may apply all moneys received as Installment Payments and all moneys held in any fund or account hereunder (other than the Rebate Fund) to the payment of the entire principal amount of the Certificates and the accrued interest with respect thereto, with interest with respect to the overdue Certificates at the rate or rates of interest applicable to the Certificates if paid in accordance with their terms.

Section 7.3. Other Remedies of the Trustee. The Trustee shall have the right:

(a) by mandamus or other action or proceeding or suit at law or in equity to enforce its rights against the District or any director, officer or employee thereof, and to compel the District or any such director, officer or employee to perform or carry out its or his duties under law and the agreements and covenants required to be performed by it or him contained herein;

(b) by suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Trustee; or

(c) by suit in equity upon the happening of any default hereunder to require the District and its directors, officers and employees to account as the trustee of an express trust.

Section 7.4. Non-Waiver. A waiver of any default or breach of duty or contract by the Trustee shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract. No delay or omission by the Trustee to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy conferred upon the Trustee by law or by this article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Trustee.

If any action, proceeding or suit to enforce any right or to exercise any remedy is abandoned or determined adversely to the Trustee, the Trustee and the District shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

Section 7.5. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by any law.

Section 7.6. No Obligation by the District to Owners. Except for the payment of Installment Payments when due in accordance with the Installment Purchase Agreement and the performance of the other covenants and agreements of the District contained in said Installment Purchase Agreement and herein, the District shall have no obligation or liability to the Owners of the Certificates with respect to this Agreement or the execution, delivery or transfer of the Certificates, or the disbursement of Installment Payments to the Owners by the Trustee; provided however that nothing contained in this Section shall affect the rights, duties or obligations of the Trustee expressly set forth herein.

Section 7.7. Trustee Appointed Agent for Certificate Owners; Direction of Proceedings. The Trustee is hereby appointed the agent and attorney of the Owners of all Certificates outstanding hereunder for the purpose of filing any claims relating to the Certificates. The Owners of a majority in aggregate principal amount of the Certificates Outstanding hereunder shall, upon tender to the Trustee of reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such direction, have the right to direct the method and place of conducting all remedial proceedings by the Trustee, provided that such direction shall be in accordance with law and the provisions of this Agreement and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Certificate Owners not parties to such a direction.

Section 7.8. Power of Trustee to Control Proceedings. In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, upon the request of the Owners of a majority in aggregate principal amount of the Certificates then outstanding pursuant to Section 7.7 hereof, it shall have full power, in the exercise of its reasonable judgment for the best interests of the Owners of the Certificates, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee shall not, unless there no longer continues an Event of Default hereunder, discontinue, withdraw, compromise or settle, or otherwise dispose of, any litigation pending at law or in equity, if at the time there has been filed with it a written request signed by the Owners of at least a majority in principal amount of the Certificates Outstanding hereunder opposing such discontinuance, withdrawal, compromise, settlement or other disposal of such litigation.

Section 7.9. Limitation on Certificate Owners' Right to Sue. No Owner of any Certificate executed and delivered hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Agreement, unless: (a) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default hereunder; (b) the Owners of at least a majority in aggregate principal amount of all the Certificates then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (c) said Owners shall have tendered to the Trustee indemnity reasonably satisfactory to it against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender or indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Certificates of any remedy hereunder; it being understood and intended that no one or more Owners of Certificates shall have any right in any manner whatever by his or their action to enforce any right under this Agreement, except in the manner herein provided, and that all proceedings at law or in equity to enforce any provision of this Agreement shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Certificates.

The right of any Owner of any Certificate to receive payment of the principal of (and premium, if any) and interest with respect to such Certificate, as herein provided, on and after the respective due dates expressed in such Certificate, or to institute suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Owner (it being understood that the Trustee does not have an affirmative duty to ascertain whether or not such actions or forbearances are unduly prejudicial to such Owners), notwithstanding the foregoing provisions of this section or Section 7.10 or any other provision of this Agreement.

Section 7.10. No Obligation with Respect to Performance by Trustee. Neither the District nor the Corporation shall have any obligation or liability to any of the other parties hereto or to the Owners of the Certificates with respect to the performance by the Trustee of any duty imposed upon it under this Agreement.

Section 7.11. No Liability to Owners for Payment. The Corporation shall not have any obligation or liability to the Owners of the Certificates with respect to the payment of the Installment Payments by the District when due, or with respect to the performance by the District of any other covenant made by it in the Installment Purchase Agreement or herein. Except as provided in this Agreement, the Trustee shall not have any obligation or liability to the Owners of the Certificates with respect to the payment of the Installment Payments by the District when due, or with respect to the performance by the District of any other covenant made by it in the Installment Purchase Agreement or herein.

Section 7.12. No Responsibility for Sufficiency. The Trustee shall not be responsible for the sufficiency of this Agreement, the Installment Purchase Agreement, or of the assignment made to it by the Assignment Agreement of rights to receive Installment Payments pursuant to the Installment Purchase Agreement, or the value of or title to the 2026 Project. The Trustee shall not be responsible or liable for selection or liquidation of investments or any loss suffered in connection with any investment of funds made by it under the terms of and in accordance with this Agreement.

Section 7.13. Indemnification of Trustee. The District shall indemnify the Trustee and hold it harmless against any loss, liability, claim, expenses or advances, including but not limited to fees and expenses of counsel and other experts, incurred or made without negligence or willful misconduct on the part of the Trustee: (a) in the exercise and performance of any of the powers and duties hereunder or under the Installment Purchase Agreement by the Trustee; (b) relating to or arising out of the 2026 Project, or the conditions, occupancy, use, possession, conduct or management of, or work done in or about, or from the planning, design, acquisition, installation or construction of the Project or any part thereof; or (c) arising out of or relating to any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading in any official statement or other offering circular utilized in connection with the sale of the Certificates, including the costs and expenses of defending itself against any claim of liability arising under this Agreement. Such indemnity shall survive payment of the Certificates and discharge of this Agreement or resignation or removal of the Trustee.

ARTICLE VIII

THE TRUSTEE

Section 8.1. Employment of Trustee. In consideration of the recitals hereinabove set forth and for other valuable consideration, the District hereby agrees to employ the Trustee to receive, hold, invest and disburse the moneys received pursuant to the Installment Purchase Agreement for credit to the various funds and accounts established by this Agreement; to execute, deliver and transfer the Certificates; and to apply and disburse the Installment Payments received from the District to the Owners of Certificates; and to perform certain other functions; all as herein provided and subject to the terms and conditions of this Agreement.

Section 8.2. Acceptance of Employment. In consideration of the compensation herein provided for, the Trustee accepts the employment above referred to subject to the terms and conditions of this Agreement. The Trustee shall be responsible for the performance of the duties specifically set forth herein, and no implied duties or obligations shall be read into this Agreement against the Trustee.

Section 8.3. Trustee; Duties, Removal and Resignation. By executing and delivering this Agreement, the Trustee accepts the duties and obligations of the Trustee provided in this Agreement, but only upon the terms and conditions set forth in this Agreement.

The District, or, if the District is in default under the Installment Purchase Agreement, the Owners of a majority in aggregate principal amount of all Certificates outstanding, may by Written Request to the Trustee, upon thirty (30) days' notice to the Trustee, remove the Trustee initially a party to this Agreement, and any successor thereto, and may appoint a successor Trustee, but any such successor shall be a corporation, association or federally chartered savings institution, authorized to exercise corporate trust powers, doing business and having a corporate trust office in California, which has (or the parent holding company of which has) a combined capital (exclusive of borrowed capital) and surplus of at least fifty million dollars ($50,000,000) and subject to supervision or examination by federal or state authorities. If such corporation, association or institution publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this section the combined capital and surplus of such corporation, association or institution shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Trustee may at any time resign by giving written notice to the District and by giving to the Certificate Owners notice of such resignation by mail at the addresses shown on the registration books maintained by the Trustee. Upon receiving such notice of resignation, the District shall promptly appoint a successor Trustee by an instrument in writing; provided, however, that in the event that the District does not appoint a successor Trustee within thirty (30) days following receipt of such notice of resignation, the resigning Trustee may at the expense of the District petition the appropriate court having jurisdiction to appoint a successor Trustee. Any resignation or removal of the Trustee and appointment of a successor Trustee shall become effective upon written acceptance of appointment by the successor Trustee.

Section 8.4. Compensation of the Trustee. The District shall from time to time, subject to any agreement in effect with the Trustee, pay to the Trustee compensation previously agreed upon in writing for its services and shall reimburse the Trustee for all its advances and expenditures, including but not limited to advances to and fees and expenses of independent appraisers, accountants, consultants, counsel, agents and attorneys-at-law or other experts employed by it in the exercise and performance of its powers and duties hereunder. Such compensation and reimbursement shall be paid by the District and amounts owing therefor shall constitute a charge on the moneys in the Revenue Fund and payable by the District; provided, however, that the Trustee shall not otherwise have any claims, except in accordance with Section 7.13 hereof, or lien for payment of compensation for its services against any other moneys held by it in the funds or accounts established hereunder but may take whatever legal actions are lawfully available to it directly against the District. The obligation to pay such compensation shall survive payment of the Certificates and discharge of this Agreement or resignation or removal of the Trustee.

Section 8.5. Protection of the Trustee. The Trustee shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been adopted, executed or delivered by the proper party or pursuant to any of the provisions of this Agreement, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Trustee shall not be bound to recognize any person as an Owner of any Certificate or to take any action at the written request of any such person unless such Certificate shall be deposited with the Trustee or satisfactory evidence of the ownership of such Certificate shall be furnished to the Trustee and such ownership is recorded in the Trustee's books required to be maintained pursuant to Section 2.8 of this Agreement. The Trustee may consult with counsel selected by the Trustee with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance therewith.

Whenever in the administration of its duties under this Agreement, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) shall be deemed to be conclusively proved and established by a certificate of the Corporation or the District and such certificate shall be full warranty to the Trustee for any action taken or suffered under the provisions of this Agreement upon the faith thereof, but the Trustee may (but shall have no duty), in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

The Trustee may buy, sell, own, hold and deal in any of the Certificates provided pursuant to this Agreement, and may join in any action which any Owner may be entitled to take with like effect as if the Trustee were not a party to this Agreement. The Trustee, either as principal or agent, may also engage in or be interested in any financial or other transaction with the District or the Corporation, and may act as depositary, trustee, or agent for any committee or body of Owners of Certificates or of obligations of the Corporation or the District as freely as if it were not Trustee hereunder.

The Trustee may, to the extent reasonably necessary, execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duties hereunder, and the Trustee shall not be answerable for the default or misconduct of any such attorney, agent or receiver selected by it with reasonable care. The Trustee shall not be answerable for the exercise of any power under this Agreement or for anything whatever in connection with the funds and accounts established hereunder, except only for its own willful misconduct or negligence.

The recitals, statements and representations by the District or the Corporation contained in this Agreement or in the Certificates shall be taken and construed as made by and on the part of the District or Corporation and not by the Trustee and the Trustee does not assume, and shall not have, any responsibility or obligations for the correctness of any thereof.

The Trustee undertakes to perform such duties, and only such duties as are specifically set forth in this Agreement and no implied duties or obligations shall be read into this Agreement against the Trustee.

No provision in this Agreement shall require the Trustee to risk or expend its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder. The Trustee shall be entitled to interest on all amounts advanced by it hereunder at the maximum rate permitted by law.

In accepting the trust hereby created, the Trustee acts solely as Trustee for the Owners and not in its individual capacity and all persons, including without limitation the Owners and the District or the Corporation, having any claim against the Trustee arising from this Agreement shall look only to the funds and accounts held by the Trustee hereunder for payment except as otherwise provided herein. Under no circumstances shall the Trustee be liable in its individual capacity for the obligations evidenced by the Certificates.

The Trustee makes no representation or warranty, express or implied as to the title, value, design, compliance with specifications or legal requirements, quality, durability, operation, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by the District or the Corporation of the 2026 Project. In no event shall the Trustee be liable for incidental, indirect, special, punitive or consequential damages in connection with or arising from the Installment Purchase Agreement or this Agreement for the existence, furnishing or use of the 2026 Project.

The Trustee shall not be deemed to have knowledge of any Event of Default hereunder or under the Installment Purchase Agreement unless and until a responsible officer at its corporate trust office at the address set forth in Section 11.11 has actual knowledge thereof or has received written notice thereof.

The Trustee shall not be accountable for the use or application by the District, or the Corporation or any other party of any funds which the Trustee has released in accordance with the terms of this Agreement.

The Trustee shall have no responsibility with respect to any information, statement, or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Certificates.

Before taking any action under Article VII hereof the Trustee may require indemnity satisfactory to the Trustee be furnished from any and all expenses and to protect it against any and all liability it may incur hereunder.

The immunities extended to the Trustee also extend to its directors, officers, employees and agents.

The Trustee shall not be liable for any action taken or not taken by it in accordance with the direction of a majority (or other percentage provided for herein) in aggregate principal amount of Certificates outstanding relating to the exercise of any right, power or remedy available to the Trustee. The permissive right of the Trustee to do things enumerated in this Agreement shall not be construed as a duty.

The Trustee is authorized and directed to execute the Assignment Agreement in its capacity as Trustee hereunder.

Section 8.6. Merger or Consolidation. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business (provided that such company is eligible under Section 8.3 hereof), shall be the successor to the Trustee without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

ARTICLE IX

AMENDMENT OF TRUST AGREEMENT

Section 9.1. Amendments Permitted.

(a) This Agreement and the rights and obligations of the District and of the Owners of the Certificates and of the Trustee may be modified or amended at any time by an amendment hereto which shall become binding when the written consents of the Owners of a majority in aggregate principal amount of the Certificates then Outstanding, exclusive of Certificates disqualified as provided in Section 11.4 hereof, shall have been filed with the Trustee. Notice of proposed execution of any amendment shall be prepared by the District. No such modification or amendment shall:

(1) extend the stated maturities of the Certificates, or reduce the rate of interest represented thereby, or extend the time of payment of interest, or reduce the amount of principal represented thereby, or reduce any premium payable on the prepayment thereof, without the prior consent of the Owner of each Certificate so affected;

(2) reduce the aforesaid percentage of Owners of Certificates whose consent is required for the execution of any amendment or modification of this Agreement; or

(3) modify any of the rights or obligations of the Trustee or the Corporation without its prior written consent thereto.

(b) This Agreement and the rights and obligations of the Corporation and the District and of the Owners of the Certificates may also be modified or amended at any time by an amendment hereto which shall become binding upon adoption, without the consent of the Owners of any Certificates, but only to the extent permitted by law and only for any one or more of the following purposes:

(1) to add to the covenants and agreements of the Corporation or the District contained in this Agreement other covenants and agreements thereafter to be observed or to

surrender any right or power herein reserved to or conferred upon the Corporation or the District, and which shall not adversely affect the interests of the Owners of the Certificates;

(2) to cure, correct or supplement any ambiguous or defective provision contained in this Agreement or in regard to questions arising under this Agreement, as the Corporation or the District may deem necessary or desirable and which shall not adversely affect the interests of the Owners of the Certificates;

(3) to make such other amendments or modifications as may be in the best interests of the Owners of the Certificates; and

(4) to make any amendments or supplements necessary or appropriate to preserve or protect the exclusion of interest with respect to the Certificates from gross income for federal income tax purposes under the Code or the exemption of interest with respect to the Certificates from State personal income taxes.

Section 9.2. Endorsement or Replacement of Certificates After Amendment or Supplement. After the effective date of any action taken as hereinabove provided, the Trustee may determine that the Certificates may bear a notation by endorsement in form approved by the Trustee as to such action, and in that case upon demand of the Trustee to the Owner of any Outstanding Certificate and presentation of such Owner's Certificate for such purpose at the designated corporate trust office of the Trustee a suitable notation as to such action shall be made on such Certificate. If the Trustee shall so determine, new Certificates so modified as in the opinion of the Trustee shall be necessary to conform to such action shall be prepared, and in that case upon demand of the Trustee to the Owner of any Outstanding Certificates such new Certificates shall be exchanged at the corporate trust office of the Trustee without cost to each Owner for Certificates then Outstanding upon surrender of such Outstanding Certificates.

Section 9.3. Amendment of Particular Certificates. The provisions of this article shall not prevent any Owner from accepting any amendments to the particular Certificates held by him or her, provided that due notation thereof is made on such Certificates.

ARTICLE X

DEFEASANCE

Section 10.1. Discharge of Trust Agreement. When the obligations of the District under the Installment Purchase Agreement shall cease pursuant to Article IX of the Installment Purchase Agreement (except for the right of the Trustee and the obligation of the District to have the money and Permitted Investments mentioned therein applied to the payment of Installment Payments as therein set forth and the obligation to apply moneys on deposit in the Rebate Fund as provided in Section 5.5), then in that case the obligations created by this Agreement shall thereupon cease, terminate and become void, except for the obligation of the District to direct the Trustee to apply money on deposit in the Rebate Fund as provided herein, which shall continue until such moneys are so applied, and the right of the Owners to have applied and the obligation of the Trustee to apply such moneys and Permitted Investments to the payment of the Certificates as herein set forth and, subject to application of moneys on deposit in the Rebate Fund as provided in Section 5.5, the Trustee shall turn over to the District, after provision for payment of amounts due the Trustee hereunder, as an overpayment of Installment Payments, any surplus in the Certificate Payment Fund and all balances remaining in any other funds or accounts other than moneys and Permitted Investments held for the payment of the Certificates at maturity or on prepayment, which moneys and Permitted Investments shall continue to be held by the Trustee in trust for the benefit of the Owners and shall be applied by the Trustee to the payment, when due, of the principal and interest and premium, if any, represented by the Certificates, and after such payment, this Agreement shall become void.

If moneys or non-callable securities described in clause (A) of the definition of Permitted Investments are deposited with and held by the Trustee as hereinabove provided, the Trustee shall within ten (10) days after such moneys or Permitted Investments shall have been deposited with it, mail a notice, first class postage prepaid, to the Owners at the addresses listed on the registration books kept by the Trustee pursuant to Section 2.8, setting forth: (a) the date fixed for prepayment of the Certificates; (b) a description of the moneys or securities described in clause (A) of the definition of Permitted Investments so held by it; and (c) that this Agreement has been discharged and released in accordance with the provisions of this Section.

Section 10.2. Deposit of Money or Securities with Trustee. Whenever in this Agreement or the Installment Purchase Agreement it is provided or permitted that there be deposited with or held in trust by the Trustee money or securities in the necessary amount to pay or prepay any Certificates, the money or securities to be so deposited or held may include money or securities held by the Trustee in the funds and accounts established pursuant to this Agreement and shall be:

(a) lawful money of the United States of America in an amount equal to the principal amount and all unpaid interest represented by such Certificates to maturity, except that, in the case of Certificates which are to be prepaid prior to maturity and in respect of which notice of such prepayment shall have been given as in Article IV provided or provision satisfactory to the Trustee shall have been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or Prepayment Price and all unpaid interest to such date of prepayment, if any, represented by such Certificates; or

(b) non-callable securities described in clause (A) of the definition of Permitted Investments which will provide money sufficient to pay the principal at maturity or upon prepayment plus all accrued interest to maturity or to the prepayment date, as the case may be, represented by such Certificates to be paid or prepaid, as such amounts become due, be the principal amount or Prepayment Price and all unpaid interest to such date of prepayment, if any, represented by such Certificates, provided that, in the case of Certificates which are to be prepaid prior to the maturity thereof, notice of such prepayment shall have been given as in Article IV provided or provision satisfactory to the Trustee shall have been made for the giving of such notice;

provided, in each case, that the Trustee shall have been irrevocably instructed (by the terms of this Agreement and the Installment Purchase Agreement or by Written Request of the District) to apply such money or securities to the payment of such principal, Prepayment Price and interest represented by such Certificates.

In addition to the foregoing, no deposit described in Section 10.2(b) shall be deemed a payment of said Certificate until the District has delivered to the Trustee a report of an Independent Certified Public Accountant verifying the sufficiency of the amounts, if any, described in Section 10.2(b) to ensure payment of such Certificate.

Section 10.3. Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any moneys held by the Trustee in trust for the payment and discharge of the interest or principal or Prepayment Price represented by any of the Certificates which remain unclaimed for two years after the date of deposit of such moneys if deposited with the Trustee after the date when the interest, principal, or Prepayment Price represented by such Certificates have become payable, shall at the Written Request of the District be repaid by the Trustee to the District as its absolute property free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Owners shall look only to the District for the payment of the interest and principal or Prepayment Price represented by such Certificates; provided, however, that before being required to make any such payment to the District, the Trustee shall, at the written request and expense of the District, first mail a notice to the Owners of the Certificates so payable that such moneys remain unclaimed and that after a date named in such notice, which date shall not be less than thirty (30) days after the date of the mailing of such notice, the balance of such moneys then unclaimed will be returned to the District.

ARTICLE XI

MISCELLANEOUS

Section 11.1. Benefits of Trust Agreement Limited to Parties. Nothing contained herein, expressed or implied, is intended to give to any person other than the District, the Trustee, the Corporation and the Owners any claim, remedy or right under or pursuant hereto, and any agreement, condition, covenant or term required herein to be observed or performed by or on behalf of the District shall be for the sole and exclusive benefit of the Trustee, the Corporation and the Owners.

Section 11.2. Successor Deemed Included in all References to Predecessor. Whenever either the District, the Corporation or the Trustee or any officer thereof is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in the District, the Corporation or the Trustee or such officer, and all agreements, conditions, covenants and terms required hereby to be observed or performed by or on behalf of the District, the Corporation or the Trustee or any officer thereof shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 11.3. Execution of Documents by Owners. Any declaration, consent, request or other instrument which is permitted or required hereby to be executed by Owners may be in one or more instruments of similar tenor and may be executed by Owners in person or by their attorneys appointed in writing. The fact and date of the execution by any Owner or such Owner's attorney of any declaration, consent, request or other instrument or of any writing appointing such attorney may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state or territory in which he or she purports to act that the person signing such declaration, request or other instrument or writing acknowledged to him or her the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer, or by such other proof as the Trustee may accept which it may deem sufficient.

The ownership of any Certificates and the amount, Payment Date, number and date of owning the same may be proved by the books required to be kept by the Trustee pursuant to the provisions of Section 2.8.

Any declaration, consent, request or other instrument in writing of the Owner of any Certificate shall bind all future Owners of such Certificate with respect to anything done or suffered to be done by the District or the Trustee in good faith and in accordance therewith.

Section 11.4. Disqualified Certificates. Certificates owned or held by or for the account of the Corporation or the District (but excluding Certificates held in any pension or retirement fund) shall not be deemed Outstanding for the purpose of any consent or other action or any calculation of Outstanding Certificates provided for in this Agreement, and shall not be entitled to consent to or take any other action provided for in this Agreement.

The Trustee may adopt appropriate regulations to require each Owner of Certificates, before his or her consent provided for in this Agreement shall be deemed effective, to reveal if the Certificates as to which such consent is given are disqualified as provided in this Section.

Section 11.5. Waiver of Personal Liability. No director, officer or employee of the District or the Corporation shall be individually or personally liable for the payment of the interest, principal or Prepayment Price represented by the Certificates, but nothing contained herein shall relieve any director, officer or employee of the District or Corporation from the performance of any official duty provided by any applicable provisions of law or by the Installment Purchase Agreement or hereby.

Section 11.6. Destruction of Certificates. Whenever in this Agreement provision is made for the cancellation by the Trustee of any Certificates, the Trustee shall destroy such Certificates in accordance with its customary procedures and upon written request deliver a certificate of such destruction to the District.

Section 11.7. Headings. Headings preceding the text of the several Articles and Sections hereof, and the table of contents hereto, are solely for convenience of reference and shall not constitute a part of this Agreement or affect its meaning, construction or effect.

All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement; and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

Section 11.8. Funds and Accounts. Any fund required by this Agreement to be established and maintained by the Trustee may be established and maintained in the accounting records of the Trustee either as a fund or an account, and may, for the purposes of such records, any audits thereof and any reports or statements with respect thereto, be treated either as a fund or as an account; but all such records with respect to all such funds shall at all times be maintained in accordance with sound industry practices and with due regard for the protection of the security of the Certificates and the rights of every Owner thereof.

Section 11.9. Partial Invalidity. If any one or more of the agreements, conditions, covenants or terms required herein to be observed or performed by or on the part of the District, the Corporation or the Trustee shall be contrary to law, then such agreement or agreements, such condition or conditions, such covenant or covenants or such term or terms shall be null and void and shall be deemed separable from the remaining agreements, conditions, covenants and terms hereof and shall in no way affect the validity hereof or of the Certificates, and the Owners shall retain all the benefit, protection and security afforded to them under any applicable provisions of law. The District, the Corporation and the Trustee hereby declare that they would have executed this Agreement, and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof and would have authorized the execution and delivery of the Certificates pursuant hereto irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstances may be held to be unconstitutional, unenforceable or invalid.

Section 11.10. California Law. THIS AGREEMENT SHALL BE CONSTRUED AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

Section 11.11. Notices. All written notices to be given under this Agreement to the parties hereto shall be given by mail, electronic transmission or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other parties in writing from time to time.

If to the District:	Delta Diablo 2500 Pittsburg-Antioch Highway Antioch, CA 94509 Attention: General Manager
If to the Corporation:	Delta Diablo Integrated Financing Corporation 2500 Pittsburg-Antioch Highway Antioch, CA 94509 Attention: General Manager
If to the Trustee:	U.S. Bank Trust Company, National Association 1 California Street, Suite 1000 San Francisco, California 94111 Attention: Global Corporate Trust Reference: Delta Diablo 2026 Certificates

The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions, notwithstanding the fact that such instructions conflict or are inconsistent with a subsequent written instruction. The party providing electronic instructions agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 11.12. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement and signature pages for all purposes.

Section 11.13. Force Majeure. In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Section 11.14. U.S.A. Patriot Act. The parties hereto acknowledge that in accordance with Section 326 of the U.S.A. Patriot Act, the Trustee, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Trustee. The parties to this Agreement agree that they will provide the Trustee with such information as it may request in order for the Trustee to satisfy the requirements of the U.S.A. Patriot Act.

IN WITNESS WHEREOF, the parties have executed and attested this Agreement by their officers thereunto duly authorized as of the date and year first written above.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: ____
Authorized Officer

DELTA DIABLO INTEGRATED FINANCING CORPORATION

By: ____
General Manager/Interim General Manager

Attest:

____
Secretary

DELTA DIABLO

By: ____
General Manager/Interim General Manager

(S E A L)

Attest:

____
Secretary

EXHIBIT A

[FORM OF CERTIFICATE OF PARTICIPATION]

2026 WASTEWATER REVENUE CERTIFICATE OF PARTICIPATION

Evidencing an Interest of the Owner Hereof
in Installment Payments to be Made by
DELTA DIABLO

INTEREST RATE	*CERTIFICATE PAYMENT DATE*	*DATED DATE*	*CUSIP*
____%	October 1, 20__	October __, 2026	__________

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: ____ DOLLARS

THIS IS TO CERTIFY that the Registered Owner (specified above) of this 2026 Wastewater Revenue Certificate of Participation (herein called the "Certificate") is the Owner of an undivided interest in the right to receive certain Installment Payments (as that term is defined in the Trust Agreement hereinafter mentioned) under that certain Installment Purchase Agreement, dated as of October 1, 2026 (the "Installment Purchase Agreement"), by and between Delta Diablo Integrated Financing Corporation (the "Corporation") and Delta Diablo, a county sanitation district duly organized and existing under and by virtue of the laws of the State of California (the "District"), the Installment Payments to be made thereunder having been assigned to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), having a corporate trust office in San Francisco, California. The Trustee has executed and delivered $__________ aggregate principal amount of Certificates.

The Registered Owner of this Certificate is entitled to receive, subject to the terms of the Installment Purchase Agreement and the Trust Agreement, on the Certificate Payment Date (specified above) the Principal Amount (specified above) representing a portion of the Installment Payments designated as principal coming due on the Certificate Payment Date, and to receive an interest component on such principal component at the interest rate per annum specified above, from the Interest Payment Date (as hereinafter defined) preceding the date of execution hereof by the Trustee, unless such date is after a Record Date (as hereinafter defined) and on or before the succeeding Interest Payment Date, in which case interest shall be payable from such Interest Payment Date or unless such date of execution is on or before the first Record Date, in which case interest shall be payable from the Dated Date; provided, however, that if, as shown by the records of the Trustee, interest with respect to this Certificate shall be in default, Certificates executed in exchange for this Certificate surrendered for transfer or exchange shall represent interest from the last date to which interest has been paid in full or duly provided for with respect to this Certificate, or, if no interest has been paid or duly provided for with respect to this Certificate, from the date of initial delivery. Interest with respect to this Certificate shall be paid on [April 1, 2027] and each April 1 and October 1 thereafter (each, an "Interest Payment Date"), and continuing to and including the Certificate Payment Date or the date of prior prepayment hereof, whichever is earlier. The principal of and Prepayment Price with respect to this Certificate are payable in lawful money of the United States of America upon presentation and surrender at the designated corporate trust office of the Trustee. Interest with respect hereto is payable by check of the Trustee mailed by first class mail on the Interest Payment Dates of this Certificate to the Registered Owner hereof as of the close of business on the fifteenth day of the calendar month preceding such Interest Payment Date (the "Record Date") at the addresses shown on the books required to be maintained by the Trustee or, upon the written request received by the Trustee of a Registered Owner of at least $1,000,000 in aggregate principal amount of Certificates, by wire transfer of immediately available funds to an account in the United States designated by such Registered Owner prior to the applicable Record Date, except in each case, that, if and to the extent that there shall be a default in the payment of the interest due on such Interest Payment Date, such defaulted interest shall be paid to the Registered Owner in whose name this Certificate is registered at the close of business on a special record date as determined by the Trustee.

This Certificate has been executed by the Trustee pursuant to the terms of a Trust Agreement, dated as of October 1, 2026, by and among the Trustee, the Corporation and the District (the "Trust Agreement"). Copies of the Trust Agreement and the Installment Purchase Agreement are on file at the corporate trust office of the Trustee in San Francisco, California, and reference is made to the Trust Agreement and the Installment Purchase Agreement and any and all amendments thereto for a description of the pledges and covenants securing the Certificates, the nature, extent and manner of enforcement of such pledges, the rights and remedies of the Registered Owners of the Certificates with respect thereto and the other terms and conditions upon which the Certificates are delivered thereunder.

The Certificates are payable from Installment Payments payable by the District and other amounts on deposit in certain funds and accounts held under the Trust Agreement, all in accordance therewith. All Revenues and all amounts on deposit in the Revenue Fund (as such term is defined in the Installment Purchase Agreement) are irrevocably pledged to the payment of Installment Payments, and the Revenues shall not be used for any other purpose while any of the Installment Payments remain unpaid; provided that out of the Revenues and amounts on deposit in the Revenue Fund there may be apportioned such sums for such purposes as are expressly permitted in the Installment Purchase Agreement. Such pledge, together with the pledge created by all other Contracts and Bonds (as such terms are defined in the Installment Purchase Agreement), constitutes a first lien on Revenues, the Revenue Fund and all amounts on deposit therein as permitted by the Installment Purchase Agreement, subject to application of Revenues in accordance with the terms of the Installment Purchase Agreement. The obligation of the District to make the Installment Payments is a special obligation of the District payable solely from Net Revenues (as defined in the Installment Purchase Agreement) and other funds described in the Installment Purchase Agreement, and does not constitute a debt of the District or the State of California or any political subdivision thereof in contravention of any constitutional or statutory debt limitation or restriction.

The District may at any time execute any Contract the installment payments under which, or issue any Bonds the payments of which, as the case may be, are on a parity with the Installment Payments and which are secured by a pledge of and lien on the Revenues, and are payable from Net Revenues in accordance with the Installment Purchase Agreement.

The Certificates are authorized to be executed and delivered in the form of fully registered Certificates in denominations of $5,000 each or any integral multiple thereof; provided that no Certificate shall have principal represented thereby maturing in more than one year.

This Certificate may be exchanged at the corporate trust office of the Trustee, for a like aggregate principal amount of Certificates of other authorized denominations of the same series and maturity. The Trustee may charge a sum for each new Certificate executed and delivered upon any exchange except in the case of any exchange of temporary Certificates for definitive Certificates. The Trustee may require the payment by the Registered Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. Following any exchange of Certificates the Trustee shall cancel and destroy the Certificates it has received in accordance with its customary procedures.

This Certificate may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of the Trust Agreement, by the person in whose name it is registered, in person or by such person's duly authorized attorney, upon surrender of this Certificate for cancellation at the corporate trust office of the Trustee, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Trustee.

Whenever any Certificate shall be surrendered for transfer, the Trustee shall execute and deliver a new Certificate of the same series and maturity, for a like aggregate principal amount, and of authorized denomination or denominations. The Trustee may charge a sum for each new Certificate executed and delivered upon any transfer. The Trustee may require the payment by any Registered Owner requesting any such transfer of any tax or other governmental charge required to be paid with respect to such transfer. Following any transfer of Certificates the Trustee shall cancel and destroy the Certificates it has received in accordance with its customary procedures.

The Trustee shall not be required to register the exchange or transfer of any Certificate: (i) within 15 days preceding selection of Certificates for prepayment; or (ii) selected for prepayment (except for any non-prepaid portion hereof).

The Certificates maturing on or after October 1, 20[37] are subject to optional prepayment prior to their respective stated maturities, as a whole or in part on October 1, 20[36] or any date thereafter in the order of maturity as directed by the District in a written request to the Trustee at least 60 days (or such lesser number of days acceptable to the Trustee) prior to such date and by lot within each maturity, in integral multiples of $5,000 from amounts prepaid by the District pursuant to the Installment Purchase Agreement at a Prepayment Price equal to the principal amount of the Certificates to be prepaid, plus accrued interest represented thereby to the date fixed for prepayment, without premium.

As provided in the Trust Agreement, notice of prepayment hereof shall be mailed, first class postage prepaid, not less than 20 nor more than 60 days prior to the prepayment date, to the Registered Owner of this Certificate. If this Certificate is called for prepayment and payment is duly provided therefor as, specified in the Trust Agreement, interest represented hereby shall cease to accrue from and after the date fixed for prepayment. Any defect in the notice or the mailing will not affect the validity of the prepayment of this Certificate.

To the extent and in the manner permitted by the terms of the Trust Agreement and the Installment Purchase Agreement, as the case may be, the Trust Agreement and the rights and obligations of the District and of the Registered Owners of the Certificates and of the Trustee or the Installment Purchase Agreement and the rights and obligations of the Corporation and the District and the Registered Owners of the Certificates and the Trustee, respectively, may be modified or amended at any time with the written consents of the Registered Owners of a majority in aggregate principal amount of the Certificates then outstanding, exclusive of Certificates disqualified as provided in the Trust Agreement, but no such modification or amendment shall: (1) extend the stated maturities of the Certificates, or reduce the rate of interest represented thereby, or extend the time of payment of interest, or reduce the amount of principal represented thereby, or reduce any premium payable on the prepayment thereof, without the prior consent of the Registered Owner of each Certificate so affected; (2) reduce the aforesaid percentage of Registered Owners of Certificates whose consent is required for the execution of any amendment or modification of the Trust Agreement or the Installment Purchase Agreement; or (3) modify any of the rights or obligations of the Trustee or the Corporation without its written consent thereto.

To the extent and in the manner permitted by the terms of the Trust Agreement and the Installment Purchase Agreement, as the case may be, the Trust Agreement and the rights and obligations of the Corporation and the District and of the Registered Owners of the Certificates or the Installment Purchase Agreement and the rights and obligations of the Corporation and the District and the Registered Owners of the Certificates, respectively, may also be modified or amended, without the consent of the Registered Owners of any Certificates, but only to the extent permitted by law and only for any one or more of the following purposes:

(1) to add to the covenants and agreements of the Corporation or the District contained in the Trust Agreement or the Installment Purchase Agreement other covenants and agreements thereafter to be observed or to surrender any right or power in the Trust Agreement or the Installment Purchase Agreement reserved to or conferred upon the Corporation or the District, and which shall not adversely affect the interests of the Registered Owners of the Certificates;

(2) to cure, correct or supplement any ambiguous or defective provision contained in the Trust Agreement or the Installment Purchase Agreement or in regard to questions arising under the Trust Agreement or the Installment Purchase Agreement, as the Corporation or the District may deem necessary or desirable and which shall not adversely affect the interests of the Registered Owners of the Certificates;

(3) to make such other amendments or modifications as may be in the best interests of the Registered Owners of the Certificates; and

(4) to make any amendments or supplements necessary or appropriate to preserve or protect the exclusion of interest with respect to the Certificates from gross income for federal income tax purposes under the Code or the exemption of such interest from State personal income taxes.

Upon declaration of the entire principal amount of the unpaid Installment Payments and the accrued interest thereon to be due and payable immediately and provided that such declaration is not rescinded or annulled, all in accordance with the Installment Purchase Agreement, the Trustee may apply all moneys received as Installment Payments and all moneys held in any fund or account under the Trust Agreement (other than the Rebate Fund) to the payment of the entire principal amount of the Certificates and the accrued interest with respect thereto, with interest with respect to the overdue Certificates at the rate or rates of interest applicable to the Certificates if paid in accordance with their terms.

The Trustee has no obligation or liability to the Registered Owners of the Certificates for the payment of interest, principal, or Prepayment Price with respect to the Certificates out of the Trustee's own funds; the Trustee's sole obligations are those described in the Trust Agreement. The recitals of facts herein shall be taken as statements of the District and the Corporation and the Trustee does not have any responsibility for the accuracy thereof.

The District has certified that all acts, conditions and things required by the Constitution and statutes of the State of California and the Trust Agreement to exist, to have happened and to have been performed precedent to and in the delivery of this Certificate, do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, this Certificate has been executed by the manual signature of an authorized signatory of the Trustee, all as of the date set forth below.

Execution date: October __, 2026

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: ______________________________

Authorized Officer

FORM OF ASSIGNMENT

ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto ___________________________________ the within-mentioned Certificate and hereby irrevocably constitute(s) and appoint(s) ____ attorney, to transfer the same on the Certificate register of the Trustee with full power of substitution in the premises.

Dated: __________

____

Note: The signature(s) to this Assignment must correspond with the name(s) as written on the face of the within Certificate in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

____

Note: Signature(s) must be guaranteed by an eligible guarantor institution meeting the requirements of membership or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

EXHIBIT B

FORM OF REQUISITION FROM DELIVERY COST FUND

$__________
DELTA DIABLO
2026 WASTEWATER REVENUE CERTIFICATES OF PARTICIPATION

REQUISITION NO. __ FOR DISBURSEMENT FROM
DELIVERY COST FUND

The undersigned hereby states and certifies:

(i) that he is the duly appointed, qualified and acting General Manager of Delta Diablo, a county sanitation district organized and existing under the Constitution and laws of the State of California (the "District"), and as such, is familiar with the facts herein certified and is authorized to certify the same;

(ii) that, pursuant to Section 3.4 of that certain Trust Agreement, dated as of October 1, 2026 (the "Trust Agreement"), by and among U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), the District and the Delta Diablo Integrated Financing Corporation, the undersigned hereby requests the Trustee to disburse this date the following amounts from the Delivery Cost Fund established under the Trust Agreement to the payees designated on the attached Exhibit 1;

(iii) that such payments shall be made by check or wire transfer in accordance with the payment instructions set forth in the attached invoices submitted in accordance herewith and the Trustee shall rely on such payment instructions as though given by the District with no duty to investigate or inquire as to the authenticity of the invoice or the payment instructions contained therein or the authority under which they were given;

(iv) that each obligation mentioned herein has been incurred by the District and is a proper charge against the Delivery Cost Fund; and

(v) that there has not been filed with or served upon the District notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to any of the payees named on the attached Exhibit 1, which has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen's or mechanics' liens accruing by mere operation of law.

Dated: ____ __, 20__

DELTA DIABLO

By: ____________________________________
Its: General Manager/Interim

EXHIBIT 1

DELIVERY COST FUND DISBURSEMENTS

Item Number	*Payee Name and Address*	*Purpose of Obligation*	*Amount*

Stradling Yocca Carlson & Rauth
Draft of 8/28/26

INSTALLMENT PURCHASE AGREEMENT

by and between

DELTA DIABLO

and

DELTA DIABLO INTEGRATED FINANCING CORPORATION

Dated as of October 1, 2026

Relating to

$__________
DELTA DIABLO
2026 WASTEWATER REVENUE CERTIFICATES OF PARTICIPATION

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INSTALLMENT PURCHASE AGREEMENT

This INSTALLMENT PURCHASE AGREEMENT is made and entered into and dated as of October 1, 2026, by and between DELTA DIABLO, a county sanitation district that is duly organized and existing under and by virtue of the laws of the State of California (the "District"), and DELTA DIABLO INTEGRATED FINANCING CORPORATION, a nonprofit public benefit corporation that is duly organized and existing under and by virtue of the laws of the State of California (the "Corporation").

RECITALS

A. The District proposes to finance the acquisition and construction of certain capital improvements, betterments, renovations and expansions of facilities within its Wastewater System, as described in Exhibit A (collectively, the "2026 Project").

B. The Corporation has agreed to assist the District in financing the 2026 Project.

C. The District is authorized under Chapter 3 of Part 3 of Division 5 of the Health and Safety Code of the State of California, including but not limited to Article 4 thereof, to acquire and construct capital improvements, betterments, renovations and expansions of facilities within its Wastewater System.

D. The District and the Corporation have duly authorized the execution of this Installment Purchase Agreement.

E. All acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Installment Purchase Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Installment Purchase Agreement.

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this section shall for all purposes hereof and of any amendment hereof or supplement hereto and of any report or other document mentioned herein or therein have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein. All capitalized terms used herein and not defined herein shall have the meanings ascribed thereto in the Trust Agreement.

Accountant's Report

The term "Accountant's Report" means a report signed by an Independent Certified Public Accountant.

Bonds

The term "Bonds" means all revenue bonds or notes of the District authorized, executed, issued and delivered by the District, the payments of which are on a parity with the 2026 Installment Payments and which are secured by a pledge of and lien on the Revenues and payable from Net Revenues.

Contracts

The term "Contracts" means the 2011 Installment Sale Agreement, the 2011 Wastewater State Contract, the 2015 Bay Point State Contract, the 2016 Pittsburg State Contract, the 2016 Wastewater State Contract, the 2019 Wastewater State Contract, and the 2020 Wastewater State Contract and any amendments and supplements hereto, and all other contracts of the District authorized and executed by the District, the Installment Payments under which are on a parity with the 2026 Installment Payments and which are secured by a pledge and lien on the Revenues and payable from Net Revenues. [Confirm Outstanding Parity Contracts.]

Corporation

The term "Corporation" means Delta Diablo Integrated Financing Corporation, a nonprofit public benefit corporation that is duly organized and existing under and by virtue of the laws of the State of California.

Debt Service

The term "Debt Service" means, for any period of calculation, the sum of:

(1) the interest accruing during such Fiscal Year on all outstanding Bonds, assuming that all outstanding serial Bonds are retired as scheduled and that all outstanding term Bonds are prepaid or paid from sinking fund payments as scheduled (except to the extent that such interest is capitalized or is reasonably anticipated to be reimbursed to the District by the United States of America pursuant to Section 54AA of the Code (Section 1531 of Title I of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5, 23 Stat. 115 (2009), enacted February 17, 2009)), or any future similar program);

(2) that portion of the principal amount of all outstanding serial Bonds maturing in such Fiscal Year or maturing in the next succeeding Fiscal Year accruing during such Fiscal Year in each case computed as if such principal amounts were deemed to accrue daily during such Fiscal Year in equal amounts;

(3) that portion of the principal amounts of all outstanding term Bonds required to be prepaid or paid in such Fiscal Year or during the next succeeding Fiscal Year in each case computed as if such principal amounts were deemed to accrue daily during such Fiscal Year in equal amounts; and

(4) that portion of the Installment Payments required to be made during such Fiscal Year or the next succeeding Fiscal Year in each case computed as if such Installment Payments were deemed to accrue daily during such Fiscal Year in equal amounts (except to the extent that the interest portion of such Installment Payments is capitalized);

provided that, as to any such Bonds or Installment Payments bearing or comprising interest at other than a fixed rate, the rate of interest used to calculate Debt Service shall be assumed to bear interest at a fixed rate equal to the higher of:

(i) the then-current variable interest rate borne by such Bonds or Contracts plus 1%; and

(ii) the highest variable rate borne over the preceding 24 months by outstanding variable rate debt issued by the District or, if no such variable rate debt is at the time outstanding, by variable rate debt of which the interest rate is computed by reference to an index comparable to that to be utilized in determining the interest rate for the debt then proposed to be issued;

provided further that if any series or issue of such Bonds or Installment Payments have twenty-five percent (25%) or more of the aggregate principal amount of such series or issue due in any one year, Debt Service shall be determined for the Fiscal Year of determination as if the principal of and interest on such series or issue of such Bonds or Installment Payments were being paid from the date of incurrence thereof in substantially equal annual amounts over a period of thirty (30) years from the date of calculation; and

provided further that the amount on deposit in a debt service reserve fund on any date of calculation of Debt Service shall be deducted from the amount of principal due at the final maturity of the Bonds and Contracts for which such debt service reserve fund was established and in each preceding year until such amount is exhausted;

provided further that Debt Service shall be reduced by the amount of investment earnings credited to any debt service fund created with respect to Contracts or Bonds; and

provided further that if the Bonds or Contracts constitute Paired Obligations, the interest rate on such Bonds or Contracts shall be the resulting linked rate or the effective fixed interest rate to be paid by the District with respect to such Paired Obligations.

District

The term "District" means Delta Diablo, a county sanitation district that is duly organized and existing under and by virtue of the laws of the State of California, including the Law.

Event of Default

The term "Event of Default" means an event described in Section 8.1.

Fiscal Year

The term "Fiscal Year" means the period beginning on July 1 of each year and ending on the last day of June of the next succeeding year, or any other twelve-month period selected and designated as the official Fiscal Year of the District.

Independent Certified Public Accountant

The term "Independent Certified Public Accountant" means any firm of certified public accountants appointed by the District, and each of whom is independent pursuant to the Statement on Auditing Standards No. 1 of the American Institute of Certified Public Accountants.

Independent Municipal Advisor

The term "Independent Municipal Advisor" means a financial consultant or firm of such consultants appointed by the District, which may, for purposes of the certification described in the definition of "Paired Obligations" be an interest rate swap advisor, and who, or each of whom:

(1) is in fact independent and not under domination of the District;

(2) does not have any substantial interest, direct or indirect, with the District;

(3) is an Independent Registered Municipal Advisor under Section 15B of the Securities Exchange Act of 1934; and

(4) is not connected with the District as an officer or employee of the District, but who may be regularly retained to make reports to the District.

Installment Payment Date; 2026 Installment Payment Date

The term "Installment Payment Date" means any date on which Installment Payments are scheduled to be paid by the District under and pursuant to any Contract. The term "2026 Installment Payment Date" means the second Business Day preceding each Payment Date pursuant to the Trust Agreement.

Installment Payments; 2026 Installment Payments

The term "Installment Payments" means the payments scheduled to be paid by the District under and pursuant to the Contracts. The term "2026 Installment Payments" means the Installment Payments scheduled to be paid by the District hereunder and pursuant hereto.

Installment Purchase Agreement

The term "Installment Purchase Agreement" means this Installment Purchase Agreement, dated as of October 1, 2026, by and between the District and the Corporation, as originally executed and as it may from time to time be amended or supplemented in accordance herewith.

Law

The term "Law" means, the County Sanitation District Law of the State of California (being Chapter 3 of Part 3 of Division 5 of the Health and Safety Code of the State of California), including all laws amendatory thereof or supplemental thereto.

Manager

The term “Manager” means the General Manager of the District, or any other person designated by the General Manager to act on behalf of the General Manager.

Net Proceeds

The term “Net Proceeds” means, when used with respect to any casualty insurance or condemnation award, the proceeds from such insurance or condemnation award remaining after payment of all expenses (including attorneys’ fees) incurred in the collection of such proceeds.

Net Revenues

The term “Net Revenues” means, for any Fiscal Year, the Revenues for such Fiscal Year less the Operation and Maintenance Costs for such Fiscal Year.

Operation and Maintenance Costs

The term “Operation and Maintenance Costs” means: (i) costs spent or incurred for maintenance and operation of the Wastewater System calculated in accordance with generally accepted accounting principles, including (among other things) the reasonable expenses of management and repair and other expenses necessary to maintain and preserve the Wastewater System in good repair and working order, and including administrative costs of the District that are charged directly or apportioned to the Wastewater System, including but not limited to salaries and wages of employees, payments to the Public Employees Retirement System, overhead, insurance, taxes (if any), fees of auditors, accountants, consultants, attorneys or engineers and insurance premiums, and including all other reasonable and necessary costs of the District or charges (other than debt service payments) required to be paid by it to comply with the terms of the 2026 Certificates or of this Installment Purchase Agreement or any Contract or of any resolution or indenture authorizing the issuance of any Bonds or of such Bonds, but excluding in all cases depreciation, replacement and obsolescence charges or reserves therefor and amortization of intangibles or other bookkeeping entries of a similar nature.

Paired Obligation Provider

The term “Paired Obligation Provider” means a party to a Paired Obligation other than the District.

Paired Obligations

The term “Paired Obligations” means any Bond or Contract (or portion thereof) designated as Paired Obligations in the resolution, indenture or other document authorizing the issuance or execution and delivery thereof, which are simultaneously issued or executed and delivered: (i) the principal of which is of equal amount maturing and to be redeemed or prepaid (or cancelled after acquisition thereof) on the same dates and in the same amounts; and (ii) the interest rates which, taken together, are reasonably expected to result in a fixed interest rate obligation of the District for the term of such Bond or Contract, as certified by an Independent Municipal Advisor in writing, and which complies with the provisions of Section 10.15.

Project; 2026 Project

The term "Project" means any additions, betterments, extensions or improvements to the District's Wastewater System designated by the Board of Directors of the District as a Project, the acquisition and construction of which has been or will be paid for with the proceeds of any Contracts or Bonds. The term "2026 Project" means the additions, betterments, extensions and improvements to the Wastewater System described as such in Exhibit A.

Purchase Price

The term "Purchase Price" means the principal amount plus interest thereon owed by the District to the Corporation under the terms hereof as provided in Section 4.1.

Rate Stabilization Fund

The term "Rate Stabilization Fund" means the fund by that name held by the District and established pursuant to Section 5.5.

Revenues

The term "Revenues" means all income, rents, rates, fees, charges and other moneys derived from the ownership or operation of the Wastewater System on or after the date hereof, including, without limiting the generality of the foregoing:

(1) all income, rents, rates, fees, charges, business interruption insurance proceeds or other moneys derived by the District from the collection, treatment and disposal of wastewater or other services or facilities provided in the conduct or operation of the business of the Wastewater System;

(2) the earnings on and income derived from the investment of such income, rents, rates, fees, charges, or other moneys, including District reserves;

(3) the proceeds of any facility capacity fees or any other connection fees collected by the District in connection with the Wastewater System;

(4) all property taxes;

(5) the proceeds of any stand-by or wastewater availability charges collected by the District in connection with the Wastewater System; and

(6) deposits to the Revenue Fund from amounts on deposit in the Rate Stabilization Fund in accordance with Section 5.5;

but excluding in all cases (x) customers' deposits or any other deposits or advances subject to refund until such deposits or advances have become the property of the District, (y) any proceeds of taxes or assessments restricted by law to be used by the District to pay bonds hereafter issued, and (z) any Revenues transferred from the Revenue Fund to the Rate Stabilization Fund in accordance with Section 5.2(d).

Revenue Fund

The term "Revenue Fund" means the Revenue Fund established pursuant to Section 5.2 hereof.

Subordinate Obligations

The term "Subordinate Obligations" means all revenue bonds or notes of the District and all contracts of the District payable from Revenues, which are secured by a pledge and lien on the Revenues subordinate to the pledge of and lien on the Revenues described in Section 5.1 hereof and which are payable from Net Revenues on a subordinate basis to the Installment Payments.

SWRCB

The term "SWRCB" means the State of California Water Resources Control Board.

Trust Agreement

The term "Trust Agreement" means the Trust Agreement, dated as of October 1, 2026, by and among the District, the Corporation and the Trustee, as originally executed and as it may from time to time be amended or supplemented in accordance with its terms.

Trustee

The term "Trustee" means U.S. Bank Trust Company, National Association, acting in its capacity as Trustee under and pursuant to the Trust Agreement, and its successors and assigns.

2011 Installment Purchase Agreement

The term "2011 Installment Purchase Agreement" means the Installment Sale Agreement, dated as of June 9, 2011, by and between the District and the Corporation.

2011 Wastewater State Contract

The term "2011 Wastewater State Contract" means Project Finance Agreement No. 10-818-550, by and between the District and the SWRCB.

2015 Bay Point State Contract

The term "2015 Bay Point State Contract" means Installment Sale Agreement No. 14-801-550, by and between the District and the SWRCB.

2016 Pittsburg State Contract

The term "2016 Pittsburg State Contract" means the Installment Sale Agreement No. 14-814-550, by and between the District and the SWRCB.

2016 Wastewater State Contract

The term "2016 Wastewater State Contract" means the Installment Sale Agreement No. 14-803-550, by and between the District and the SWRCB.

2019 Wastewater State Contract

The term “2019 Wastewater State Contract” means the Installment Sale Agreement No. 14-802-550, by and between the District and the SWRCB.

2020 Wastewater State Contract

The term “2020 Wastewater State Contract” means the Installment Sale Agreement No. 14-804-550, by and between the District and the SWRCB.

2026 Certificates

The term “2026 Certificates” means the Delta Diablo 2026 Wastewater Revenue Certificates of Participation executed and delivered pursuant to the Trust Agreement.

Wastewater Service

The term “Wastewater Service” means the entire wastewater collection, treatment and disposal service provided by the Wastewater System.

Wastewater System

The term “Wastewater System” means the whole and each and every part of the wastewater collection, treatment and disposal service of the District, including the portion thereof existing on the date hereof, and including all additions, betterments, extensions and improvements to such wastewater system or any part thereof hereafter acquired or constructed. The Wastewater System does not include the District’s recycled water, hazardous waste collection and disposal, or street sweeping facilities or services.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations by the District. The District makes the following representations:

(a) The District is a county sanitation district that is duly organized and existing under and pursuant to the laws of the State of California.

(b) The District has full legal right, power and authority to enter into this Installment Purchase Agreement and carry out its obligations hereunder, and to carry out and consummate all other transactions contemplated by this Installment Purchase Agreement, and the District has complied with the provisions of the Law in all matters relating to such transactions.

(c) By proper action, the District has duly authorized the execution, delivery and due performance of this Installment Purchase Agreement.

(d) The District will not take or, to the extent within its power, permit any action to be taken which results in the interest paid for the installment purchase of the 2026 Project under the terms of this Installment Purchase Agreement being included in the gross income of the Corporation or its assigns for purposes of federal or State of California personal income taxation.

(e) The District has determined that it is necessary and proper for District uses and purposes within the terms of the Law that the District acquire the 2026 Project in the manner provided for in this Installment Purchase Agreement.

Section 2.2. Representations and Warranties by the Corporation. The Corporation makes the following representations and warranties:

(a) The Corporation is a nonprofit public benefit corporation duly organized and in good standing under the laws of the State of California, has full legal right, power and authority to enter into this Installment Purchase Agreement and to carry out and consummate all transactions contemplated by this Installment Purchase Agreement and by proper action has duly authorized the execution and delivery and due performance of this Installment Purchase Agreement.

(b) The execution and delivery of this Installment Purchase Agreement and the consummation of the transactions herein contemplated will not violate any provision of law, any order of any court or other agency of government, or any indenture, material agreement or other instrument to which the Corporation is now a party or by which it or any of its properties or assets is bound, or be in conflict with, result in a breach of or constitute a default (with due notice or the passage of time or both) under any such indenture, agreement or other instrument, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Corporation.

(c) The Corporation will not take or permit any action to be taken which results in interest paid for the installment purchase of the 2026 Project under the terms of this Installment Purchase Agreement being included in the gross income of the Corporation or its assigns for purposes of federal or State of California personal income taxation.

ARTICLE III

ACQUISITION OF THE 2026 PROJECT

Section 3.1. Acquisition and Construction of the 2026 Project. The Corporation hereby agrees to cause the 2026 Project, and any additions or modifications thereto to be constructed, acquired or installed by the District as its agent, and the District shall enter into contracts and provide for, as agent of the Corporation, the complete acquisition of the 2026 Project. The District hereby agrees that it will cause the construction, acquisition and installation of the 2026 Project to be diligently performed after the deposit of funds with the District pursuant to the Trust Agreement, upon satisfactory completion of design work and compliance with the California Environmental Quality Act and approval by the Board of Directors of the District, unforeseeable delays beyond the reasonable control of the District only excepted. It is hereby expressly understood and agreed that the Corporation shall be under no liability of any kind or character whatsoever for the payment of any cost of the 2026 Project and that all such costs and expenses shall be paid by the District, regardless of whether the funds deposited in the Acquisition Fund are sufficient to cover all such costs and expenses.

Section 3.2. Changes to the 2026 Project. The District may substitute other improvements for those listed as components of the 2026 Project in Exhibit A, but only if the District first files with the Corporation and the Trustee a statement of the District: (a) identifying the improvements to be substituted and the improvements to District facilities they replace in the 2026 Project; and (b) stating that the estimated costs of construction, acquisition and installation of the substituted improvements are not less than such costs for the improvements previously planned.

Section 3.3. [Reserved].

Section 3.4. Purchase and Sale of the 2026 Project. In consideration for the 2026 Installment Payments as set forth in Section 4.2, the Corporation agrees to sell, and hereby sells, to the District, and the District agrees to purchase, and hereby purchases, from the Corporation, the 2026 Project at the purchase price specified in Section 4.1 hereof and otherwise in the manner and in accordance with the provisions of this Installment Purchase Agreement.

Section 3.5. Title. All right, title and interest in the 2026 Project shall vest in the District immediately upon acquisition of each component of the 2026 Project. Such vesting shall occur without further action by the Corporation or the District, and the Corporation shall, if requested by the District or if necessary to assure such automatic vesting, deliver any and all documents which are required to assure such vesting.

Section 3.6. Acquisition Fund. There has been established with the Trustee a fund known as the "Acquisition Fund." The moneys in the Acquisition Fund shall be held by the Trustee on behalf of the District in trust separate and apart from other funds held by it. The moneys in the Acquisition Fund shall be applied to the payment of the costs of acquisition of the 2026 Project and of expenses incidental thereto. Before any payment is made from the Acquisition Fund, the Manager shall cause to be filed with the Trustee a Written Requisition in the form set forth in Exhibit B hereto. Upon receipt of such Written Requisition, the Trustee shall pay the amount set forth therein.

When the 2026 Project shall have been constructed and acquired in accordance with this Installment Purchase Agreement, a statement of the District stating the fact and date of such acquisition, construction and acceptance and stating that all of such costs of acquisition and incidental expenses have been determined and paid (or that all of such costs and expenses have been paid less specified claims which are subject to dispute and for which a retention in the Acquisition Fund is to be maintained in the full amount of such claims until such dispute is resolved), shall be delivered to the District and the Trustee by the Manager. Upon the receipt of such statement, the Trustee will transfer any remaining balance in the Acquisition Fund not needed for Acquisition Fund purposes (but less the amount of any such retention which amount shall be certified by the Manager) to the Revenue Fund.

ARTICLE IV

2026 INSTALLMENT PAYMENTS

Section 4.1. Purchase Price.

(a) The Purchase Price to be paid by the District hereunder to the Corporation is the sum of the principal amount of the District's obligations hereunder plus the interest to accrue on the unpaid balance of such principal amount from the date hereof over the term hereof, subject to prepayment as provided in Article VII.

(b) The principal amount of the payments to be made by the District hereunder is set forth in Exhibit C hereto.

(c) The interest to accrue on the unpaid balance of such principal amount is as specified in Section 4.2 and Exhibit C hereto, and shall be paid by the District as and constitute interest paid on the principal amount of the District's obligations hereunder.

Section 4.2. 2026 Installment Payments. The District shall, subject to its rights of prepayment provided in Article VII, pay the Corporation the Purchase Price in installment payments of interest and principal in the amounts and on the 2026 Installment Payment Dates as set forth in Exhibit C hereto.

Each 2026 Installment Payment shall be paid to the Corporation in lawful money of the United States of America. In the event that the District fails to make any of the payments required to be made by it under this section, such payment shall continue as an obligation of the District until such amount shall have been fully paid, and the District agrees to pay the same with interest accruing thereon at the rate or rates of interest then applicable to the remaining unpaid principal balance of the 2026 Installment Payments if paid in accordance with their terms.

The obligation of the District to make the 2026 Installment Payments is absolute and unconditional, and until such time as the Purchase Price shall have been paid in full (or provision for the payment thereof shall have been made pursuant to Article IX), the District will not discontinue or suspend any 2026 Installment Payments required to be made by it under this section when due, whether or not the Wastewater System or any part thereof is operating or operable or has been completed, or its use is suspended, interfered with, reduced or curtailed or terminated in whole or in part, and such payments shall not be subject to reduction whether by offset or otherwise and shall not be conditional upon the performance or nonperformance by any party of any agreement for any cause whatsoever.

ARTICLE V

SECURITY

Section 5.1. Pledge of Revenues. All Revenues and all amounts on deposit in the Revenue Fund and the Rate Stabilization Fund are hereby irrevocably pledged to the payment of the 2026 Installment Payments as provided herein, and the Revenues shall not be used for any other purpose while any of the 2026 Installment Payments remain unpaid; provided that out of the Revenues and amounts on deposit in the Revenue Fund and the Rate Stabilization Fund there may be apportioned such sums for such purposes as are expressly permitted herein. This pledge, together with the pledge created by all other Contracts and Bonds, shall constitute a first lien on Revenues, the Revenue Fund, the Rate Stabilization Fund, and all amounts on deposit in such funds as permitted herein and subject to the application of Revenues in accordance with the terms hereof.

Section 5.2. Allocation of Revenues. In order to carry out and effectuate the pledge and lien contained herein, the District agrees and covenants that all Revenues shall be received in the "Revenue Fund," which fund is hereby continued and which fund the District agrees and covenants to maintain and to hold separate and apart from other funds so long as any Installment Payments or Bonds remain unpaid. Moneys in the Revenue Fund shall be used and applied by the District as provided in this Installment Purchase Agreement.

The District shall, from the moneys in the Revenue Fund, pay all Operation and Maintenance Costs (including amounts reasonably required to be set aside in contingency reserves for Operation and Maintenance Costs, the payment of which is not then immediately required) as such Operation and Maintenance Costs become due and payable. All remaining moneys in the Revenue Fund shall be set aside by the District at the following times in the following respective special funds in the following order of priority and all moneys in each of such funds shall be held in trust and shall be applied, used and withdrawn only for the purposes hereinafter authorized in this Section:

(a) Certificate Payment Fund. On or before each 2026 Installment Payment Date, the District shall, from the moneys in the Revenue Fund, transfer to the Trustee for deposit in the Certificate Payment Fund a sum equal to the 2026 Installment Payment coming due on such 2026 Installment Payment Date. The District shall also, from the moneys in the Revenue Fund, transfer to the applicable trustee or payee for deposit in the applicable payment fund, without preference or priority, and in the event of any insufficiency of such moneys ratably without any discrimination or preference, any other Debt Service in accordance with the provisions of the Contract, resolution or indenture relating thereto.

No deposit need be made in the Certificate Payment Fund as 2026 Installment Payments if the amount in the Certificate Payment Fund is at least equal to the amount of the 2026 Installment Payment due and payable on the next succeeding 2026 Installment Payment Date.

All money in the Certificate Payment Fund shall be used and withdrawn by the Trustee in accordance with the Trust Agreement.

(b) Reserve Funds. On or before each 2026 Installment Payment Date the District shall, from the remaining moneys in the Revenue Fund, thereafter, without preference or priority and in the event of any insufficiency of such moneys ratably without any discrimination or preference, transfer to the applicable trustee for such reserve funds and/or accounts, if any, as may have been established in connection with Bonds or Contracts, that sum, if any, necessary to restore such funds or accounts to an amount equal to the reserve requirement with respect thereto.

(c) Subordinate Obligations. On or before the payment of principal or interest is due with respect to any Subordinate Obligations, the District shall, from moneys in the Revenue Fund, transfer to the applicable trustee or payee for deposit in the applicable payment fund, without preference or priority, and in the event of any insufficiency of such moneys ratably without discrimination or preference, payment on such Subordinate Obligations, in accordance with the provisions of such Subordinate Obligation.

(d) Surplus. Moneys on deposit in the Revenue Fund on each Installment Payment Date not required to make any of the payments required above may be expended by the District at any time for any purpose permitted by law, including but not limited to transfers to the Rate Stabilization Fund.

Section 5.3. Additional Contracts and Bonds. The District may at any time execute any Contract or issue any Bonds, as the case may be, in accordance herewith; provided:

(a) The Net Revenues for the most recent audited Fiscal Year preceding the date of adoption by the Board of Directors of the District of the resolution authorizing the issuance of such Bonds or the date of the execution of such Contract, as the case may be, as evidenced by both a calculation prepared by the District and a special report prepared by an Independent Certified Public Accountant or an Independent Municipal Advisor on such calculation on file with the District, shall have produced a sum equal to at least one hundred twenty-five percent (125%) of the Debt Service for such Fiscal Year; and

(b) The Net Revenues for the most recent audited Fiscal Year preceding the date of the execution of such Contract or the date of adoption by the Board of Directors of the District of the resolution authorizing the issuance of such Bonds, as the case may be, including adjustments to give effect as of the first day of such Fiscal Year to increases or decreases in income, rents, fees, rates and charges for the Wastewater Service approved and in effect as of the date of calculation, as evidenced by both a calculation prepared by the District and a special report prepared by an Independent Certified Public Accountant or an Independent Municipal Advisor on such calculation on file with the District, shall demonstrate a sum equal to at least one hundred twenty-five percent (125%) of the Debt Service for such Fiscal Year plus the Debt Service which would have accrued on any Contracts executed or Bonds issued since the end of such Fiscal Year assuming such Contracts had been executed or Bonds had been issued at the beginning of such Fiscal Year plus the Debt Service which would have accrued had such proposed additional Contract been executed or such proposed additional Bonds been issued at the beginning of such Fiscal Year; and

(c) The estimated Net Revenues for the then current Fiscal Year and for each Fiscal Year thereafter to and including the first complete Fiscal Year after the latest date of operation of any uncompleted Project financed from proceeds of such Contract or Bonds, as evidenced by a certificate on file with the District, including (after giving effect to the completion of all such uncompleted Projects) an allowance for estimated Net Revenues for each of such Fiscal Years arising from any increase in the income, rents, fees, rates and charges estimated to be fixed and prescribed for the Wastewater Service and which are economically feasible and reasonably considered necessary based on projected operations for such period, as evidenced by a certificate of the Manager on file with the District, shall produce a sum equal to at least one hundred twenty-five percent (125%) of the estimated Debt Service for each of such Fiscal Years, after giving effect to the execution of all Contracts and the issuance of all Bonds estimated to be required to be executed or issued to pay the costs of completing all uncompleted Projects within such Fiscal Years, assuming that all such Contracts and Bonds have maturities, interest rates and proportionate principal repayment provisions similar to the Contract last executed or then being executed or the Bonds last issued or then being issued for the purpose of acquiring and constructing any of such uncompleted Projects.

Notwithstanding the foregoing, Bonds issued or Contracts executed to refund Bonds or Contracts may be delivered without satisfying the conditions set forth above if Debt Service in each Fiscal Year after the Fiscal Year in which such Bonds are issued or Contracts executed is not greater than Debt Service would have been in each such Fiscal Year prior to the issuance of such Bonds or execution of such Contracts.

Notwithstanding any other provision of the Installment Purchase Agreement, the District may issue or execute and deliver, as applicable, Subordinate Obligations at any time in the District's sole discretion.

Notwithstanding any other provision of the Installment Purchase Agreement, the District shall not issue or execute and deliver, as applicable, additional obligations payable on a basis senior to the payments on the Bonds and Contracts, other than obligations constituting Operation and Maintenance Costs.

Section 5.4. Investments. All moneys held by the District in the Revenue Fund, the Rate Stabilization Fund, and the Acquisition Fund shall be invested in Permitted Investments and the investment earnings thereon shall remain on deposit in such funds, except as otherwise provided herein.

Section 5.5. Rate Stabilization Fund. The District is authorized but not required to establish a special fund designated as the "Rate Stabilization Fund." If the District elects to establish a Rate Stabilization Fund, such fund will be held by the District in trust under the Installment Purchase Agreement. The District agrees and covenants to maintain and to hold such fund, if established, separate and apart from other funds so long as any Contracts or Bonds remain unpaid. Money transferred by the District from the Revenue Fund to the Rate Stabilization Fund, if established, in accordance with Section 5.2(d) will be held in the Rate Stabilization Fund and applied in accordance with this Installment Purchase Agreement.

Amounts in the Rate Stabilization Fund shall be disbursed, allocated and applied by the District solely to the uses and purposes hereinafter described in this Installment Purchase Agreement.

The Rate Stabilization Fund and all amounts on deposit therein are hereby irrevocably pledged to the payment of the 2026 Installment Payments and Contracts and Bonds as provided herein; provided that amounts on deposit in the Rate Stabilization Fund may be apportioned for such purposes as are expressly permitted herein. This pledge shall constitute a first lien on amounts on deposit in the Rate Stabilization Fund for the payment of 2026 Installment Payments and Contracts and Bonds in accordance with the terms hereof.

The District may withdraw all or any portion of the amounts on deposit in the Rate Stabilization Fund from time to time and transfer such amounts to the Revenue Fund for application in accordance with Section 5.2 hereof. Amounts transferred from the Rate Stabilization Fund to the Revenue Fund pursuant to this Section during or within 270 days after the end of a Fiscal Year may be taken into account as Revenues for purposes of the calculations in Sections 5.3 and 6.13 in such Fiscal Year to the extent provided in the definition of "Revenues" in Section 1.1.

ARTICLE VI

COVENANTS OF THE DISTRICT

Section 6.1. Compliance with Installment Purchase Agreement and Ancillary Agreements. The District will punctually pay the 2026 Installment Payments in strict conformity with the terms hereof, and will faithfully observe and perform all of the agreements, conditions, covenants and terms contained herein which are required to be observed and performed by it, and will not terminate this Installment Purchase Agreement for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the 2026 Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of California or any political subdivision of either or any failure of the Corporation to observe or perform any agreement, condition, covenant or term contained herein required to be observed and performed by it, whether express or implied, or any duty, liability or obligation arising out of or connected herewith or the insolvency, or deemed insolvency, or bankruptcy or liquidation of the Corporation or any force majeure, including acts of God, tempest, storm, earthquake, war, rebellion, riot, civil disorder, acts of public enemies, blockade or embargo, strikes, industrial disputes, lockouts, lack of transportation facilities, fire, explosion or acts or regulations of governmental authorities.

The District will faithfully observe and perform all of the agreements, conditions, covenants and terms contained in the Trust Agreement required to be observed and performed by it, and it is expressly understood and agreed by and among the parties to this Installment Purchase Agreement and the Trust Agreement that, subject to Section 10.6 hereunder, each of the agreements, conditions, covenants and terms contained in each such agreement is an essential and material term of the purchase of and payment for the 2026 Project by the District pursuant to, and in accordance with, and as authorized under the Law.

The District will faithfully observe and perform all of the agreements, conditions, covenants and terms required to be observed and performed by it pursuant to all outstanding Contracts and Bonds as such may from time to time be executed or issued, as the case may be.

Section 6.2. Against Encumbrances. The District will not make any pledge of or place any lien on Revenues, the Revenue Fund, the Rate Stabilization Fund, or the moneys in the Revenue Fund or the Rate Stabilization Fund, except as provided herein. The District may at any time, or from time to time, issue evidences of indebtedness or incur other obligations for any lawful purpose which are payable from and secured by a pledge of and lien on Revenues or any moneys in the Revenue Fund and the Rate Stabilization Fund, as may from time to time be deposited therein, provided that such pledge and lien shall be subordinate in all respects to the pledge of and lien thereon provided herein.

Section 6.3. Against Sale or Other Disposition of Property. The District will not enter into any agreement or lease which impairs the operation of the Wastewater System or any part thereof which is necessary to secure adequate Revenues for the payment of the 2026 Installment Payments, or which would otherwise impair the rights of the Corporation hereunder or the operation of the Wastewater System. Any real or personal property which has become nonoperative or which is not needed for the efficient and proper operation of the Wastewater System, or any material or equipment which has become worn out, may be sold if such sale will not impair the ability of the District to pay the 2026 Installment Payments and if the proceeds of such sale are deposited in the Revenue Fund.

Nothing herein shall restrict the ability of the District to sell any portion of the Wastewater System if such portion is immediately repurchased by the District and if such arrangement cannot by its terms result in the purchaser of such portion of the Wastewater System exercising any remedy which would deprive the District of or otherwise interfere with its right to own and operate such portion of the Wastewater System.

Section 6.4. Against Competitive System. To the extent that it can so legally obligate itself, the District covenants that it will not acquire, construct, maintain or operate and will not, to the extent permitted by law and within the scope of its powers, permit any other public or private agency, corporation, district or political subdivision or any person whomsoever to acquire, construct, maintain or operate within the District any wastewater system competitive with the Wastewater System.

Section 6.5. Tax Covenants. Notwithstanding any other provision of this Installment Purchase Agreement, absent an opinion of Special Counsel that the exclusion from gross income of interest with respect to the 2026 Certificates will not be adversely affected for federal income tax purposes, the District and the Corporation covenant to comply with all applicable requirements of the Code necessary to preserve such exclusion from gross income with respect to the 2026 Certificates and specifically covenant, without limiting the generality of the foregoing, as follows:

(a) Private Activity. The District and the Corporation will not take or omit to take any action or make any use of the proceeds of the 2026 Certificates or of any other moneys or property which would cause the 2026 Certificates to be "private activity bonds" within the meaning of Section 141 of the Code.

(b) Arbitrage. The District and the Corporation will make no use of the proceeds of the 2026 Certificates or of any other amounts or property, regardless of the source, or take or omit to take any action which would cause the 2026 Certificates to be "arbitrage bonds" within the meaning of Section 148 of the Code.

(c) Federal Guarantee. The District and the Corporation will make no use of the proceeds of the 2026 Certificates or take or omit to take any action that would cause the 2026 Certificates to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

(d) Information Reporting. The District and the Corporation will take or cause to be taken all necessary action to comply with the informational reporting requirements of Section 149(e) of the Code necessary to preserve the exclusion of interest with respect to the 2026 Certificates pursuant to Section 103(a) of the Code.

(e) Hedge Bonds. The District and the Corporation will make no use of the proceeds of the 2026 Certificates or any other amounts or property, regardless of the source, or take any action or refrain from taking any action that would cause the 2026 Certificates to be considered "hedge bonds" within the meaning of Section 149(g) of the Code unless the District and the Corporation take all necessary action to assure compliance with the requirements of Section 149(g) of the Code to maintain the exclusion from gross income of interest for federal income tax purposes with respect to the 2026 Certificates.

(f) Miscellaneous. The District and the Corporation will take no action, or omit to take any action, inconsistent with the expectations stated in any Tax Certificate executed with respect to the 2026 Certificates and will comply with the covenants and requirements stated therein and incorporated by reference herein.

This Section and the covenants set forth herein shall not be applicable to, and nothing contained herein shall be deemed to prevent the District from issuing Bonds or executing and delivering Contracts, the interest with respect to which has been determined by Special Counsel to be subject to federal income taxation.

Section 6.6. Maintenance and Operation of the Wastewater System. The District will maintain and preserve the Wastewater System in good repair and working order at all times, operate the Wastewater System in an efficient and economical manner and pay all Operation and Maintenance Costs as they become due and payable.

Section 6.7. Payment of Claims. The District will pay and discharge any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien on the Revenues or the funds or accounts created hereunder or under the Trust Agreement or on any funds in the hands of the District pledged to pay the 2026 Installment Payments or to the Owners prior or superior to the lien of the 2026 Installment Payments or which might impair the security of the 2026 Installment Payments.

Section 6.8. Compliance with Contracts. The District will comply with, keep, observe and perform all agreements, conditions, covenants and terms, express or implied, required to be performed by it contained in all contracts for the use of the Wastewater System and all other contracts affecting or involving the Wastewater System, to the extent that the District is a party thereto.

Section 6.9. Insurance.

(a) The District will procure and maintain or cause to be procured and maintained insurance on the Wastewater System with responsible insurers in such amounts and against such risks (including accident to or destruction of the Wastewater System) as are usually covered in connection with facilities similar to the Wastewater System so long as such insurance is available from reputable insurance companies.

In the event of any damage to or destruction of the Wastewater System caused by the perils covered by such insurance, the Net Proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the Wastewater System. The District shall begin such reconstruction, repair or replacement promptly after such damage or destruction shall occur, and shall continue and properly complete such reconstruction, repair or replacement as expeditiously as possible, and shall pay out of such Net Proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the Wastewater System shall be free and clear of all claims and liens. The District covenants to reconstruct, repair or replace the damaged or destroyed portions of the Wastewater System promptly from Net Proceeds if a failure to reconstruct, repair or replace such portions would impair or adversely affect the ability of the District to pay the 2026 Installment Payments.

(b) The District will procure and maintain such other insurance which it shall deem advisable or necessary to protect its interests and the interests of the Corporation, which insurance shall afford protection in such amounts and against such risks as are usually covered in connection with municipal wastewater systems similar to the Wastewater System.

(c) Any insurance required to be maintained by paragraph (a) above and, if the District determines to procure and maintain insurance pursuant to paragraph (b) above, such insurance, may be maintained under a self-insurance program so long as such self-insurance is maintained in the amounts and manner usually maintained in connection with municipal wastewater systems similar to the Wastewater System and is, in the opinion of an accredited actuary, actuarially sound.

All policies of insurance required to be maintained hereby shall provide that the Trustee and the Corporation shall be given thirty (30) days' written notice of any intended cancellation thereof or reduction of coverage provided thereby.

Section 6.10. Accounting Records; Financial Statements and Other Reports. The District will keep appropriate accounting records in which complete and correct entries shall be made of all transactions relating to the Wastewater System, which records shall be available for inspection by the Corporation and the Trustee at reasonable hours and under reasonable conditions. The Trustee shall have no duties to inspect such records.

Section 6.11. Protection of Security and Rights of the Corporation. The District will preserve and protect the security hereof and the rights of the Corporation to the 2026 Installment Payments hereunder and will warrant and defend such rights against all claims and demands of all persons.

Section 6.12. Payment of Taxes and Compliance with Governmental Regulations. The District will pay and discharge all taxes, assessments and other governmental charges which may hereafter be lawfully imposed upon the Wastewater System, or any part thereof or upon the Revenues when the same shall become due. The District will duly observe and conform with all valid regulations and requirements of any governmental authority relative to the operation of the Wastewater System, or any part thereof, but the District shall not be required to comply with any regulations or requirements so long as the validity or application thereof shall be contested in good faith.

Section 6.13. Amount of Rates and Charges.

(a) In each Fiscal Year, to the extent permitted by law, the District shall fix, prescribe and collect rates and charges for Wastewater Service which will be at least sufficient to yield during such Fiscal Year Net Revenues which will equal one hundred twenty-five percent (125%) of the Debt Service for such Fiscal Year.

(b) The District may make adjustments from time to time in such rates and charges and may make such classifications thereof as it deems necessary, but shall not reduce the rates and charges then in effect unless the Net Revenues or Revenues, as the case may be, from such reduced rates and charges will at all times be sufficient to meet the requirements of this section.

Section 6.14. Collection of Rates and Charges. The District will have in effect at all times by-laws, rules and regulations requiring each customer of the Wastewater System to pay the rates and charges applicable to the Wastewater Service and providing for the billing thereof and for a due date and a delinquency date for each bill. In each case where such bill remains unpaid in whole or in part after it becomes delinquent, the District may disconnect such purchaser from the Wastewater System, and such purchaser shall not thereafter be reconnected to the Wastewater System except in accordance with District by-laws or rules and regulations governing such situations of delinquency.

Section 6.15. Eminent Domain Proceeds. If all or any part of the Wastewater System shall be taken by eminent domain proceedings, the Net Proceeds thereof shall be applied as follows:

If: (1) the District files with the Trustee a certificate showing: (i) the estimated loss of annual Net Revenues, if any, suffered or to be suffered by the District by reason of such eminent domain proceedings; (ii) a general description of the additions, betterments, extensions or improvements to the Wastewater System proposed to be acquired and constructed by the District from such Net Proceeds; and (iii) an estimate of the additional annual Net Revenues to be derived from such additions, betterments, extensions or improvements; and (2) the District, on the basis of such certificate filed with the Trustee, determines (and certifies in writing to the Trustee) that the estimated additional annual Net Revenues will sufficiently offset the estimated loss of annual Net Revenues resulting from such eminent domain proceedings so that the ability of the District to meet its obligations hereunder will not be substantially impaired (which determination shall be final and conclusive), then the District shall promptly proceed with the acquisition and construction of such additions, betterments, extensions or improvements substantially in accordance with such certificate and such Net Proceeds shall be applied for the payment of the costs of such acquisition and construction, and any balance of such Net Proceeds not required by the District for such purpose shall be deposited in the Revenue Fund.

Section 6.16. Further Assurances. The District will adopt, deliver, execute and make any and all further assurances, instruments and resolutions as may be reasonably necessary or proper to carry out the intention or to facilitate the performance hereof and for the better assuring and confirming unto the Corporation of the rights and benefits provided to it herein.

Section 6.17. Enforcement of Contracts. The District will not voluntarily consent to or permit any rescission of, nor will it consent to any amendment to or otherwise take any action under or in connection with any contracts previously or hereafter entered into if such rescission or amendment would in any manner impair or adversely affect the ability of the District to pay the 2026 Installment Payments.

ARTICLE VII

PREPAYMENT OF 2026 INSTALLMENT PAYMENTS

Section 7.1. Prepayment. The District may prepay the 2026 Installment Payments, as a whole or in part, in the order of payment date as directed by the District, on the date and at the prepayment price equal to the principal amount of the 2026 Installment Payments to be prepaid plus accrued interest thereon to the date of prepayment, as set forth in Section 4.1 of the Trust Agreement.

Notwithstanding any such prepayment, the District shall not be relieved of its obligations hereunder, including its obligations under Article IV, until the Purchase Price shall have been fully paid (or provision for payment thereof shall have been provided to the written satisfaction of the Corporation and the Trustee) and the requirements of Article IX hereof shall have been satisfied.

Section 7.2. Method of Prepayment. Before making any prepayment pursuant to Section 7.1, the District shall, within five (5) days following the event permitting the exercise of such right to prepay or creating such obligation to prepay or a determination to prepay, give written notice to the Corporation and the Trustee describing such event and specifying the date on which the prepayment will be paid, which date shall be not less than sixty (60) nor more than seventy-five (75) days from the date such notice is given.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES OF THE CORPORATION

Section 8.1. Events of Default and Acceleration of Maturities. If one or more of the following Events of Default shall happen, that is to say:

(a) if default shall be made by the District in the due and punctual payment of any 2026 Installment Payment or any Contract or Bond when and as the same shall become due and payable;

(b) if default shall be made by the District in the performance of any of the agreements or covenants required herein or in connection with any Contract or Bond to be performed by it, and such default shall have continued for a period of sixty (60) days after the District shall have been given notice in writing of such default by the Corporation; provided, however, that if in the reasonable opinion of the District the default stated in the notice can be corrected, but not within such sixty (60) day period, and corrective action is instituted by the District within such sixty (60) day period and diligently pursued in good faith until the default is corrected, such default shall not be an Event of Default hereunder;

(c) if the District shall file a petition or answer seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if a court of competent jurisdiction shall approve a petition filed with or without the consent of the District seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if under the provisions of any other law for the relief or aid of debtors any court of competent jurisdiction shall assume custody or control of the District or of the whole or any substantial part of its property; or

(d) if payment of the principal of any Contract or Bond is accelerated in accordance with its terms;

then and in each and every such case upon the occurrence of such Event of Default specified in clauses (c) and (d) above, without any notice to the District or any other act by any person, the entire principal amount of the unpaid 2026 Installment Payments and the accrued interest thereon shall be immediately due and payable, and for any other Event of Default the Corporation may, by notice in writing to the District declare the entire principal amount of the unpaid 2026 Installment Payments and the accrued interest thereon to be due and payable immediately, and upon any such declaration the same shall become immediately due and payable, anything contained herein to the contrary notwithstanding.

This section, however, is subject to the condition that if at any time after the entire principal amount of the unpaid 2026 Installment Payments and the accrued interest thereon shall have been so declared due and payable and before any judgment or decree for the payment of the moneys due shall have been obtained or entered the District shall deposit with the Corporation a sum sufficient to pay the unpaid principal amount of the 2026 Installment Payments or the unpaid payment of any other Contract or Bond referred to in clause (a) above due prior to such declaration and the accrued interest thereon, with interest on such overdue installments, at the rate or rates applicable to the remaining unpaid principal balance of the 2026 Installment Payments or such Contract or Bond if paid in accordance with their terms, and the reasonable expenses of the Corporation, and any and all other defaults known to the Corporation (other than in the payment of the entire principal amount of the unpaid 2026 Installment Payments and the accrued interest thereon due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Corporation, if appropriate, or provision deemed by the Corporation, if appropriate, to be adequate shall have been made therefor, then and in every such case the Corporation, if appropriate by written notice to the District, may rescind and annul such declaration and its consequences; but no such rescission and annulment shall extend to or shall affect any subsequent default or shall impair or exhaust any right or power consequent thereon.

Section 8.2. Application of Funds Upon Acceleration. Upon the date of the declaration of acceleration as provided in Section 8.1, all Revenues thereafter received by the District shall be applied in the following order:

First, to the payment, without preference or priority, and in the event of any insufficiency ratably without any discrimination or preference, of the fees, costs and expenses (including legal fees and expenses) of the Trustee in all of its capacities, if any, in carrying out the provisions of the Installment Purchase Agreement and the Trust Agreement, and then to the fees, costs and expenses (including legal fees and expenses) of the Corporation, if any, in carrying out the provisions of the Installment Purchase Agreement and the Trust Agreement, including reasonable compensation to their respective accountants and counsel;

Second, to the payment of the Operation and Maintenance Costs;

Third, to the payment of the entire principal amount of the unpaid 2026 Installment Payments and the unpaid principal amount of all Bonds and Contracts and the accrued interest thereon, with interest on the overdue installments at the rate or rates of interest applicable to the 2026 Installment Payments and such Bonds and Contracts if paid in accordance with their respective terms; and

Fourth, to the payment of Subordinate Obligations in accordance with the terms thereof.

Section 8.3. Other Remedies of the Corporation. The Corporation shall have the right:

(a) by mandamus or other action or proceeding or suit at law or in equity to enforce its rights against the District or any director, officer or employee thereof, and to compel the District or any such director, officer or employee to perform and carry out its or his duties under the Law and the agreements and covenants required to be performed by it or him contained herein;

(b) by suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Corporation; or

(c) by suit in equity upon the happening of an Event of Default to require the District and its directors, officers and employees to account as the trustee of an express trust.

Notwithstanding anything contained herein, the Corporation shall have no security interest in or mortgage on the 2026 Project, the Wastewater System or other assets of the District and no default hereunder shall result in the loss of the 2026 Project, the Wastewater System or other assets of the District.

Section 8.4. Non-Waiver. Nothing in this article or in any other provision hereof shall affect or impair the obligation of the District, which is absolute and unconditional, to pay the 2026 Installment Payments to the Corporation at the respective due dates or upon prepayment from the Net Revenues, the Revenue Fund, the Rate Stabilization Fund, and the other funds herein pledged for such payment, or shall affect or impair the right of the Corporation, which is also absolute and unconditional, to institute suit to enforce such payment by virtue of the contract embodied herein.

A waiver of any default or breach of duty or contract by the Corporation shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract. No delay or omission by the Corporation to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy conferred upon the Corporation by the Law or by this article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Corporation.

If any action, proceeding or suit to enforce any right or exercise any remedy is abandoned or determined adversely to the Corporation, the District and the Corporation shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

Section 8.5. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Corporation is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by the Law or any other law.

Section 8.6. Exercise of Remedies. Notwithstanding any other provision of this Article VIII: (a) this Installment Purchase Agreement and all rights and remedies of the Corporation hereunder have been assigned as of the date hereof by the Corporation to the Trustee; and (b) the exercise by the Trustee of such rights and remedies shall be subject to the provisions of Section 7.13 of the Trust Agreement, which is incorporated herein by this reference and made a part hereof.

ARTICLE IX

DISCHARGE OF OBLIGATIONS

Section 9.1. Discharge of Obligations. When:

(a) all or any portion of the 2026 Installment Payments shall have become due and payable in accordance herewith or a written notice of the District to prepay all or any portion of the 2026 Installment Payments shall have been filed with the Trustee; and

(b) there shall have been deposited with the Trustee at or prior to the 2026 Installment Payment Date or date specified for prepayment, in trust for the benefit of the Corporation or its assigns and irrevocably appropriated and set aside to the payment of all or any portion of the 2026 Installment Payments, sufficient moneys and non-callable Permitted Investments, issued by the United States of America and described in clause (A) of the definition thereof, the principal of and interest on which when due will provide money sufficient to pay all principal, prepayment premium, if any, and interest of such 2026 Installment Payments to their respective 2026 Installment Payment Dates or prepayment date or dates as the case may be; and

(c) provision shall have been made for paying all fees and expenses of the Trustee,

then and in that event, the right, title and interest of the Corporation herein and the obligations of the District hereunder shall, with respect to all or such portion of the 2026 Installment Payments as have been so provided for, thereupon cease, terminate, become void and be completely discharged and satisfied (except for the right of the Trustee and the obligation of the District to have such moneys and such Permitted Investments applied to the payment of such 2026 Installment Payments).

In such event, upon request of the District, the Trustee shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary or desirable to evidence such total or partial discharge and satisfaction, as the case may be, and, in the event of a total discharge and satisfaction, the Trustee shall pay over to the District, after payment of all amounts due the Trustee pursuant to the Trust Agreement as an overpayment of 2026 Installment Payments, all such moneys or such Permitted Investments held by it pursuant hereto other than such moneys and such Permitted Investments, as are required for the payment or prepayment of the 2026 Installment Payments, which moneys and Permitted Investments shall continue to be held by the Trustee in trust for the payment of the 2026 Installment Payments and shall be applied by the Trustee to the payment of the 2026 Installment Payments of the District.

ARTICLE X

MISCELLANEOUS

Section 10.1. Liability of District Limited. Notwithstanding anything contained herein, the District shall not be required to advance any moneys derived from any source of income other than the Net Revenues and the other funds provided herein and in the Trust Agreement for the payment of the 2026 Installment Payments or for the performance of any agreements or covenants required to be performed by it contained herein. The District may, however, advance moneys for any such purpose so long as such moneys are derived from a source legally available for such purpose and may be legally used by the District for such purpose.

The obligation of the District to make the 2026 Installment Payments is a special obligation of the District payable solely from such Net Revenues and other funds described herein, and does not constitute a debt of the District or of the State of California or of any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction.

Section 10.2. Benefits of Installment Purchase Agreement Limited to Parties. Nothing contained herein, expressed or implied, is intended to give to any person other than the District or the Corporation and its assigns any right, remedy or claim under or pursuant hereto, and any agreement or covenant required herein to be performed by or on behalf of the District or the Corporation shall be for the sole and exclusive benefit of the other party.

Section 10.3. Successor Is Deemed Included in all References to Predecessor. Whenever either the District or the Corporation is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in the District or the Corporation, and all agreements and covenants required hereby to be performed by or on behalf of the District or the Corporation shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 10.4. Waiver of Personal Liability. No director, officer or employee of the District shall be individually or personally liable for the payment of the 2026 Installment Payments, but nothing contained herein shall relieve any director, officer or employee of the District from the performance of any official duty provided by any applicable provisions of law or hereby.

Section 10.5. Article and Section Headings, Gender and References. The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof, and words of any gender shall be deemed and construed to include all genders. All references herein to "Articles," "Sections" and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words "hereby," "herein," "hereof," "hereto," "herewith" and other words of similar import refer to the Installment Purchase Agreement as a whole and not to any particular article, section, subdivision or clause hereof.

Section 10.6. Partial Invalidity. If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of the District or the Corporation shall be contrary to law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof. The District and the Corporation hereby declare that they would have executed the Installment Purchase Agreement, and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 10.7. Assignment. This Installment Purchase Agreement and all right, title and interest of the Corporation hereunder, including its right to receive the 2026 Installment Payments, shall be assigned by the Corporation to the Trustee, pursuant to the Assignment Agreement with the express consent of the District.

Section 10.8. Net Contract. The Installment Purchase Agreement shall be deemed and construed to be a net contract, and the District shall pay absolutely net during the term hereof the Installment Payments and all other payments required hereunder, free of any deductions and without abatement, diminution or set-off whatsoever.

Section 10.9. California Law. THE INSTALLMENT PURCHASE AGREEMENT SHALL BE CONSTRUED AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

Section 10.10. Notices. All written notices to be given hereunder shall be given by electronic transmission or mail to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

If to the District:	Delta Diablo 2500 Pittsburg-Antioch Highway Antioch, CA 94509 Attention: General Manager
If to the Corporation:	Delta Diablo Integrated Financing Corporation 2500 Pittsburg-Antioch Highway Antioch, CA 94509 Attention: Chair
If to the Trustee:	U.S. Bank Trust Company, National Association 1 California Street, Suite 1000 San Francisco, California 94111

Attention: Global Corporate Trust
Reference: Delta Diablo 2026 Certificates

The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions, notwithstanding the fact that such instructions conflict or are inconsistent with a subsequent written instruction. The party providing electronic instructions agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 10.11. Effective Date. The Installment Purchase Agreement shall become effective upon its execution and delivery, and shall terminate when the Purchase Price shall have been fully paid (or provision for the payment thereof shall have been made to the written satisfaction of the Corporation and the Trustee).

Section 10.12. Execution in Counterparts. The Installment Purchase Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 10.13. Indemnification of Corporation. The District hereby agrees to indemnify and hold harmless the Corporation and its directors, officers and employees if and to the extent permitted by law, from and against all claims, advances, damages and losses, including legal fees and expenses, arising out of or in connection with the acceptance or the performance of its duties hereunder, under the Trust Agreement and under the Assignment Agreement; provided that no indemnification will be made for willful misconduct, negligence or breach of an obligation hereunder, under the Trust Agreement or the Assignment Agreement by the Corporation.

Section 10.14. Amendments Permitted.

(a) This Installment Purchase Agreement and the rights and obligations of the Corporation and the District and of the Owners of the 2026 Certificates and of the Trustee may be modified or amended at any time by an amendment hereto which shall become binding when the written consent of the Owners of a majority in aggregate principal amount of the 2026 Certificates then Outstanding, exclusive of Certificates disqualified as provided in Section 11.4 of the Trust Agreement, shall have been filed with the Trustee. No such modification or amendment shall: (1) extend the stated maturities of the 2026 Certificates, or reduce the rate of interest represented thereby, or extend the time of payment of interest, or reduce the amount of principal represented thereby, or reduce any premium payable on the prepayment thereof, without the consent of the owner of each Certificate so affected; or (2) reduce the aforesaid percentage of Owners of Certificates whose consent is required for the execution of any amendment or modification of this Installment Purchase Agreement; or (3) modify any of the rights or obligations of the Trustee or the Corporation without its written consent thereto.

(b) This Installment Purchase Agreement and the rights and obligations of the Corporation and the District and of the Owners of the 2026 Certificates may also be modified or amended but only to the extent permitted by law and only for any one or more of the following purposes:

(1) to add to the covenants and agreements of the Corporation or the District contained in this Installment Purchase Agreement other covenants and agreements thereafter to be observed or to surrender any right or power herein reserved to or conferred upon the Corporation or the District, and which shall not adversely affect the interests of the Owners of the 2026 Certificates;

(2) to cure, correct or supplement any ambiguous or defective provision contained in this Installment Purchase Agreement or in regard to questions arising under this Installment Purchase Agreement, as the Corporation or the District may deem necessary or desirable and which shall not adversely affect the interests of the Owners of the 2026 Certificates;

(3) to make such other amendments or modifications as may be in the best interests of the Owners of the 2026 Certificates; and

(4) to make any amendments or supplements as are necessary or appropriate to preserve or protect the exclusion of interest with respect to the 2026 Certificates from gross income for federal income tax purposes under the Code or the exemption of interest with respect to the 2026 Certificates from State personal income taxes.

No amendment may modify any of the rights or obligations of the Trustee without the written consent of the Trustee thereto.

Section 10.15. Paired Obligation Provider Guidelines. For purposes of Sections 5.3 and 6.13, Paired Obligations shall comply with the following conditions:

(a) A Paired Obligation Provider shall initially have a long-term rating of A- or better by S&P and A3 or better by Moody's.

(b) So long as the long-term rating of the Paired Obligation Provider is not reduced below BBB by S&P or Baa2 by Moody's, the interest rate of such Paired Obligation shall be deemed to be equal to the irrevocable fixed interest rate attributable thereto for purposes of Sections 5.3 and 6.13.

In the event that a Paired Obligation Provider does not maintain one or more ratings as described in subsection (b) and the District does not replace such Paired Obligation Provider with another Paired Obligation Provider which maintains one or more ratings as described in subsection (a) within ten (10) Business Days of notice that the Paired Obligation Provider has not maintained one or more of the ratings as described in subsection (b), interest with respect to such Paired Obligations shall be computed for purposes of Sections 5.3 and 6.13 without regard to payments to be received from the Paired Obligation Provider.

IN WITNESS WHEREOF, the parties hereto have executed and attested this Installment Purchase Agreement by their officers thereunto duly authorized as of the day and year first written above.

DELTA DIABLO

By: ____
General Manager/Interim General Manager

Attest:

____
Secretary

DELTA DIABLO INTEGRATED FINANCING CORPORATION

By: ____
General Manager/Interim General Manager

Attest:

____
Secretary

EXHIBIT A

DESCRIPTION OF 2026 PROJECT

The 2026 Project consists, initially, of the District's *Secondary Process Improvements Project*. The Secondary Process Improvements Project will address aging infrastructure at the District's wastewater treatment plant, provide additional secondary treatment capacity to support population growth within the service area, and incorporate advanced nutrient removal technologies into plant operations. Phase 1 of the project will focus on decommissioning the existing trickling tower filters and constructing new aeration basins to ensure reliable secondary treatment performance. These improvements will also support compliance with the nutrient removal limits established under the 2024 San Francisco Bay Nutrients Watershed Permit, with final limits expected to take effect in 2034. Several ancillary facilities will also be constructed, including a new secondary clarifier, blower building modifications, secondary solids thickening improvements, and associated pumping stations.

The District may add or substitute other projects for the 2026 Project as provided in Section 3.2 of the Installment Purchase Agreement.

EXHIBIT B

FORM OF REQUISITION NO. ____ FOR DISBURSEMENT FROM ACQUISITION FUND

$__________
DELTA DIABLO
2026 WASTEWATER REVENUE CERTIFICATES OF PARTICIPATION

The undersigned hereby states and certifies to U.S. Bank Trust Company, National Association:

(i) that he is the duly appointed, qualified and acting General Manager of Delta Diablo, a county sanitation district duly organized and existing under and by virtue of the laws of the State of California (the "District"), and as such, is familiar with the facts herein certified and is authorized to certify the same;

(ii) that, pursuant to Section 3.6 of that certain Installment Purchase Agreement, dated as of October 1, 2026 (the "Installment Purchase Agreement"), by and between the Delta Diablo Integrated Financing Corporation and the District, the undersigned hereby requests the Trustee to disburse on this date the following amounts from the Acquisition Fund established under the Installment Purchase Agreement, to the payees designated on the attached Exhibit A;

(iii) that each obligation mentioned herein has been incurred by the District and is a proper charge against the Acquisition Fund;

(iv) that any approval required under the California Environmental Quality Act, as amended (Division 13 of the California Public Resources Code), prior to the expenditure of such amount for the purpose set forth on the attached Exhibit A has been received and is final;

(v) that there has not been filed with or served upon the District notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to any of the payees named on the attached Exhibit A, which has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen's or mechanics' liens accruing by mere operation of law.

DELTA DIABLO

____
General Manager/Interim General Manager

EXHIBIT B

ACQUISITION FUND DISBURSEMENTS

Item Number	*Payee Name and Address*	*Purpose of Obligation*	*Amount*
_______			_______
_______			_______
_______			_______
_______			_______
_______			_______

EXHIBIT C

PURCHASE PRICE

1. The principal amount of payments to be made by the District hereunder is $__________.

2. The installment payments of principal and interest are payable in the amounts and on the 2026 Installment Payment Dates as follows:

Series 2026 Installment Payment Date	*Amount Attributable to Principal*	*Amount Attributable to Interest*	*Total*
Second Business Day Prior To:			
April 1, 2027	$	$	$
October 1, 2027			
April 1, 2028			
October 1, 2028			
April 1, 2029			
October 1, 2029			
April 1, 2030			
October 1, 2030			
April 1, 2031			
October 1, 2031			
April 1, 2032			
October 1, 2032			
April 1, 2033			
October 1, 2033			
April 1, 2034			
October 1, 2034			
April 1, 2035			
October 1, 2035			
April 1, 2036			
October 1, 2036			
April 1, 2037			
October 1, 2037			
April 1, 2038			
October 1, 2038			
April 1, 2039			
October 1, 2039			
April 1, 2040			
October 1, 2040			
April 1, 2041			
October 1, 2041			
April 1, 2042			

Series 2026 Installment Payment Date	*Amount Attributable to Principal*	*Amount Attributable to Interest*	*Total*
October 1, 2042			
April 1, 2043			
October 1, 2043			
April 1, 2044			
October 1, 2044			
April 1, 2045			
October 1, 2045			
April 1, 2046			
October 1, 2046			
April 1, 2047			
October 1, 2047			
April 1, 2048			
October 1, 2048			
April 1, 2049			
October 1, 2049			
April 1, 2050			
October 1, 2050			
April 1, 2051			
October 1, 2051			
April 1, 2052			
October 1, 2052			
April 1, 2053			
October 1, 2053			
April 1, 2054			
October 1, 2054			
April 1, 2055			
October 1, 2055			
April 1, 2056			
October 1, 2056			
TOTAL	$	$	$

$[PAR AMOUNT]
DELTA DIABLO
2026 WASTEWATER REVENUE CERTIFICATES OF PARTICIPATION

CERTIFICATE PURCHASE AGREEMENT

[__________], 2026

Delta Diablo
2500 Pittsburg-Antioch Highway
Antioch, California 94509
Attention: General Manager

Ladies and Gentlemen:

Ramirez & Co., Inc. (the *"Underwriter"*) offers to enter into this Certificate Purchase Agreement (this *"Purchase Agreement"*) with Delta Diablo (the *"District"*) with regard to the Certificates (as defined and described below), which Purchase Agreement, upon the acceptance hereof by the District, will be binding upon the District and the Underwriter. This offer is made subject to the written acceptance of this Purchase Agreement by the District and the delivery of such acceptance to the Underwriter at or prior to 11:59 p.m., California time, on the date hereof, and, if it is not so accepted, such offer may be withdrawn by the Underwriter upon written notice to the District by the Underwriter at any time before its acceptance. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Trust Agreement dated as of October 1, 2026 (the *"Trust Agreement"*), among the District, Delta Diablo Integrated Financing Corporation (the *"Corporation"*) and U.S. Bank Trust Company, National Association, as trustee (the *"Trustee"*).

The District acknowledges and agrees that: (i) the purchase and sale of the Certificates pursuant to this Purchase Agreement is an arm's-length commercial transaction between the District, on one hand, and the Underwriter, on the other; (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as principal and not as a Municipal Advisor (as defined in Section 15B of The Securities Exchange Act of 1934, as amended); (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the District with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the District on other matters); (iv) the Underwriter has no obligation to the District with respect to the offering contemplated by this Purchase Agreement except the obligations expressly set forth in this Purchase Agreement; (v) the Underwriter has financial and other interests that differ from those of the District; and (vi) the District has consulted its own legal, financial and other advisors to the extent it has deemed appropriate.

SECTION 1. PURCHASE AND SALE.

Upon the terms and conditions and upon the basis of the representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase and the District hereby agrees to sell and to cause the Trustee to execute and deliver the Certificates to the Underwriter for such purpose, all (but not less than all) of the $[PAR AMOUNT] aggregate principal amount of the Delta Diablo 2026 Wastewater Revenue Certificates of Participation (the *"Certificates"*). The Certificates will be dated as of their date of delivery. The purchase price of the Certificates shall be $____________ (representing the par amount of the Certificates, [plus/less [net] premium/discount] of $___________, less underwriter's discount of $___________).

SECTION 2. THE CERTIFICATES AND RELATED DOCUMENTS.

The Certificates will be dated as of their date of delivery. Interest with respect to the Certificates will be payable semiannually on April 1 and October 1 of each year, commencing [April] 1, 20[27], and shall mature on the dates and in the amounts, and will bear interest at the rates, set forth in *Exhibit A* hereto and as further described in the Official Statement (as defined below). The Certificates shall be secured by installment payments (the *"Installment Payments"*) to be paid by the District to the Corporation pursuant to that certain Installment Purchase Agreement dated as of October 1, 2026 (the *"Installment Purchase Agreement"*), between the District and the Corporation. The Corporation's right to receive the Installment Payments under the Installment Purchase Agreement and to exercise remedies up on default under the Installment Purchase Agreement shall be assigned to the Trustee for the benefit of the owners of the Certificates pursuant to that certain Assignment Agreement dated as of October 1, 2026 (the *"Assignment Agreement"*), between the Corporation and the Trustee.

The Installment Payments are secured by a pledge of and lien on the Revenues and payable from Net Revenues, which consist of Revenues of the District's wastewater system (the *"Wastewater System"*) remaining after the payment of all Operation and Maintenance Costs of the Wastewater System. Revenues include all income, rents, rates, fees, charges and other moneys derived from the ownership or operation of the Wastewater System. The District is not providing for a debt service reserve fund for the Certificates.

The Certificates shall be as described in, and shall be executed and delivered under and pursuant to the Trust Agreement substantially in the form previously submitted to the Underwriter with only such changes therein as shall be mutually agreed upon by the District and the Underwriter.

The proceeds of the Certificates shall be applied to (i) finance a portion of the acquisition and construction of certain capital improvements to the Wastewater System (the *"2026 Project"*) and (ii) pay the costs incurred in connection with the execution and delivery of the Certificates.

The Certificates, the Trust Agreement, the Installment Purchase Agreement, the Continuing Disclosure Agreement dated as of the Closing Date (the *"Continuing Disclosure Agreement"*), executed and delivered by the District in connection with the Certificates, this Purchase Agreement and the resolution of the Board of Directors of the District adopted on

[September 9], 2026 (the *"District Resolution"*) authorizing the execution and delivery of the foregoing documents are collectively referred to herein as the *"District Documents."*

The Trust Agreement, the Installment Purchase Agreement, the Assignment Agreement and the resolution of the Board of Directors of the Corporation adopted on [September 9], 2026 (the *"Corporation Resolution"*) authorizing the execution and delivery of the foregoing documents are collectively referred to herein as the *"Corporation Documents."*

SECTION 3. PUBLIC OFFERING AND ESTABLISHMENT OF ISSUE PRICE.

(a) The Underwriter agrees to make an initial public offering of all of the Certificates at the public offering prices (or yields) set forth on Exhibit A attached hereto and incorporated herein by reference. Subsequent to the initial public offering, the Underwriter reserves the right to change the public offering prices (or yields) as the Underwriter deems necessary in connection with the marketing of the Certificates, *provided* that the Underwriter shall not change the interest rates set forth on *Exhibit A*. The Certificates may be offered and sold to certain dealers at prices lower than such initial public offering prices.

(b) The Underwriter agrees to assist the District in establishing the issue price of the Certificates and shall execute and deliver to the District at Closing an *"issue price"* or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Special Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Certificates. All actions to be taken by the District under this section to establish the issue price of the Certificates may be taken on behalf of the District by the District's municipal advisor, Urban Futures, Inc., Walnut Creek, California (the *"Municipal Advisor"*) and any notice or report to be provided to the District may be provided to the Municipal Advisor.

(c) Except as otherwise set forth in Exhibit A, the District will treat the first price at which 10% of each maturity of the Certificates (the *"10% test"*) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the District the price or prices at which it has sold to the public each maturity of Certificates. If at that time the 10% test has not been satisfied as to any maturity of the Certificates, the Underwriter agrees to promptly report to the District the prices at which it sells the unsold Certificates of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) all Certificates of that maturity have been sold or (ii) the 10% test has been satisfied as to the Certificates of that maturity, *provided* that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, the District or Special Counsel.

(d) The Underwriter confirms that it has offered the Certificates to the public on or before the date of this Purchase Agreement at the offering price or prices (the *"initial offering price"*), or at the corresponding yield or yields, set forth in Exhibit A, except as otherwise set forth therein.

Exhibit A also sets forth, identified under the column *"Hold the Offering Price Rule Used,"* as of the date of this Purchase Agreement, the maturities, if any, of the Certificates for which the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the *"hold-the-offering-price rule"*). So long as the hold-the-offering-price rule remains applicable to any maturity of the Certificates, the Underwriter will neither offer nor sell unsold Certificates of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Certificates to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the District when it has sold 10% of that maturity of the Certificates to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(e) The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Certificates to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Certificates of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Certificates of that maturity or all Certificates of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The District acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Certificates to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Certificates to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The District further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Certificates.

(f) The Underwriter acknowledges that sales of any Certificates to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) *"public"* means any person other than an underwriter or a related party;

(ii) *"underwriter"* means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Certificates to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the public);

(iii) a purchaser of any of the Certificates is a *"related party"* to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(iv) *"sale date"* means the date of execution of this Purchase Agreement by all parties.

SECTION 4. THE OFFICIAL STATEMENT.

By its acceptance of this proposal, the District ratifies, confirms and approves of the use and distribution by the Underwriter prior to the date hereof of the preliminary official statement relating to the Certificates dated [__________, 2026] (including the cover page, all appendices and all information incorporated therein and any supplements or amendments thereto and as disseminated in its printed physical form or in electronic form in all respects materially consistent with such physical form, the *"Preliminary Official Statement"*) that authorized officers of the District deemed *"final"* as of its date, for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (*"Rule 15c2-12"*), except for certain information permitted to be omitted therefrom by Rule 15c2-12. The Underwriter has reviewed the Preliminary Official Statement in compliance with their obligations under section (b)(1) of Rule 15c2-12. The District hereby agrees to deliver or cause to be delivered to the Underwriter, within seven business days of the date hereof, copies of the final official statement, dated the date hereof, relating to the Certificates (including all information previously permitted to have been omitted by Rule 15c2-12), including the cover page, all appendices, all information incorporated therein and any amendments or supplements as have been approved by the District and the Underwriter (the *"Official Statement"*) in such quantity as the Underwriter shall reasonably request to comply with Section (b)(3) of Rule 15c2-12. The Underwriter acknowledges its obligation under paragraph (b)(4) of Rule 15c2-12 to send, no later than the next business day, by first-class mail or other equally prompt means (which may include electronic delivery), to any potential customer, on request, a single copy of the Official Statement during the period specified in paragraph (b)(4).

The Underwriter hereby agrees that the Underwriter will not request that payment be made by any purchaser of the Certificates prior to delivery by the Underwriter to the purchaser of a copy of the Official Statement. The Underwriter agrees to provide the District with final pricing information on the Certificates on a timely basis. The Underwriter agrees to promptly file a copy of the Official Statement, including any supplements prepared by the District with the Municipal Securities Rulemaking Board (*"MSRB"*) through its EMMA system. The District hereby approves of the use and distribution by the Underwriter of the Preliminary Official Statement in connection with the offer and sale of the Certificates. The District will cooperate with the Underwriter in the filing by the Underwriter of the Official Statement with the MSRB.

SECTION 5. CLOSING.

At [8:30] a.m., California time, on [________], 2026, or at such other time or date as the District and the Underwriter agree upon (the *"Closing Date"*), the District shall cause the Trustee to execute and deliver to the Underwriter the Certificates, in definitive form, registered in the name of Cede & Co., as the nominee of The Depository Trust Company (*"DTC"*), so that the Certificates may be credited to the account specified by the Underwriter under DTC's FAST procedures. Concurrently with the delivery of the Certificates, the District will deliver the documents hereinafter mentioned at the offices of Stradling Yocca Carlson & Rauth LLP, Newport Beach, California (*"Special Counsel"*), or another place to be mutually agreed upon by the District and the Underwriter. The Underwriter will accept such delivery and pay the purchase price of the Certificates as set forth in Section 1 hereof by wire transfer in immediately available funds. This payment for and delivery of the Certificates, together with the delivery of the aforementioned documents, is herein called the *"Closing."*

The Certificates shall be registered in the name of Cede & Co., as nominee of DTC in denominations of five thousand dollars ($5,000) or any integral multiple thereof. The District acknowledges that the services of DTC will be used initially by the Underwriter in order to permit the execution and delivery of the Certificates in book-entry form, and agree to cooperate fully with the Underwriter in employing such services.

SECTION 6. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE DISTRICT.

The District represents, warrants, and covenants to the Underwriter that:

(a) The District is a county sanitation district duly organized and existing under and by virtue of the Constitution and laws of the State of California (the *"State"*).

(b) The District has full legal right, power and authority to adopt or enter into, as the case may be, and to carry out and consummate the transactions on its part contemplated by the District Documents and the District Resolution.

(c) By all necessary official action, the Board of Directors of the District has adopted the District Resolution and has duly authorized and approved the District Documents, has duly authorized and approved the Preliminary Official Statement and the Official Statement, and has duly authorized and approved the execution and delivery of, and the performance by the District of the obligations on its part contained in, the District Documents and the consummation by it of all other transactions contemplated by the District Documents in connection with the execution and delivery of the Certificates. As of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded. When executed and delivered, and assuming due execution and delivery by the other parties thereto, if applicable, the District Documents will constitute the legally valid and binding obligations of the District enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors' rights generally, or by the exercise of judicial discretion and the limitations on legal remedies against public agencies in the State. The District has complied, and will at the Closing be in compliance, with the terms of the District Documents.

(d) The District is not in breach of or default under any applicable constitutional provision, law or administrative regulation of any state or of the United States, or any agency or instrumentality of either, or any applicable judgment or decree, or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party which breach or default has or may have a materially adverse effect on the ability of the District to perform its obligations under the District Documents, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any such instrument; and the adoption, execution and delivery of the District Documents, if applicable, and compliance with the provisions on the District's part contained therein, will not conflict with or constitute a breach of or a default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the District or under the terms of any such law, regulation or instrument, except as may be provided by the District Documents.

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization by, or which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the District of its obligations in connection with the District Documents have been duly obtained or, when required for future performance, are expected to be obtained, other than such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Certificates; except as described in or contemplated by the Preliminary Official Statement, all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, board, agency or commission having jurisdiction of the matter which are required for the due authorization by, or which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by, the District of its obligations under the District Documents have been duly obtained.

(f) The Preliminary Official Statement was as of its date and is as of the date hereof, and the Official Statement is, and at all times subsequent to the date of the Official Statement up to and including the Closing will be, true and correct in all material respects, and the Preliminary Official Statement and the Official Statement do not and will not contain and up to and including the Closing will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading (except that this representation does not include statements in the Official Statement under the caption "UNDERWRITING" and information regarding DTC and its book-entry only system, as to which no view is expressed).

(g) The District will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement. The District will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental authority prohibiting or otherwise affecting the use of the Official Statement in connection with the offering, sale or distribution of the Certificates.

(h) As of the time of acceptance hereof and the Closing, except as disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental authority, public board or body, pending, with service of process upon the District having been accomplished, or threatened in writing to the District: (i) in any way questioning the corporate existence of the District or the titles of the officers of the District to their respective offices; (ii) affecting, contesting or seeking to prohibit, restrain or enjoin the execution or delivery of any of the Certificates, or of any amounts pledged or to be pledged to pay the principal of and interest with respect to the Certificates, or in any way contesting or affecting the validity of the Certificates, or the District Documents or the consummation of the transactions contemplated thereby or hereby, or contesting the exclusion of the interest with respect to the Certificates from taxation, or contesting the powers of the District or the Corporation to execute and deliver the Certificates; (iii) which would be likely to result in any material adverse change relating to the business, operations or financial condition of the District or the Wastewater System; or (iv) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) To the District's knowledge, there is no basis for any action, suit, proceeding, inquiry or investigation of the nature described in clauses (i) through (iv) of paragraph 6(h).

(j) Until the date which is twenty-five (25) days after the "end of the underwriting period" (as hereinafter defined), if any event shall occur of which the District is aware that would cause the Official Statement to contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements in the Official Statement, in the light of the circumstances under which they were made, not misleading (except that this representation does not include information regarding DTC and its book entry only system, as to which no view is expressed), the District shall forthwith notify the Underwriter of any such event of which it has knowledge and shall cooperate fully in furnishing any information available to it for any supplement to the Official Statement necessary, in the Underwriter's reasonable opinion, so that the statements therein as so supplemented will not be misleading in the light of the circumstances existing at such time and the District shall promptly furnish to the Underwriter a reasonable number of copies of such supplement. As used herein, the term *"end of the underwriting period"* means the later of such time as: (i) the Trustee delivers the Certificates to the Underwriter; or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Certificates for sale to the public. Unless the Underwriter gives notice to the contrary, the "end of the underwriting period" shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the Underwriter at or prior to the Closing Date of the Certificates and shall specify a date (other than the Closing Date) to be deemed the "end of the underwriting period."

(k) Except as disclosed in the Preliminary Official Statement and the Official Statement, the District has not within the last five years failed to comply in any material respect with any continuing disclosure undertakings with regard to Rule 15c2-12, to provide annual reports or notices of material events specified in such rule.

(l) The District will refrain from taking any action, or permitting any action to be taken, with regard to which the District may exercise control, that results in the loss of the tax-exempt status of the interest with respect to the Certificates.

(m) The financial statements relating to the receipts, expenditures and cash balances of the District as of June 30, 2025 attached as Appendix A to the Official Statement fairly represent the receipts, expenditures and cash balances of the District. Except as disclosed in the Official Statement or otherwise disclosed in writing to the Underwriter, there has not been any materially adverse change in the financial condition of the District or the Wastewater System, or in their respective operations, since June 30, 2025 and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change.

(n) To the extent required by law, the District will undertake, pursuant to the Continuing Disclosure Agreement and the other District Documents, to provide annual reports and notices of certain events. A description of this undertaking is set forth in Appendix E to the Preliminary Official Statement and will also be set forth in the Official Statement.

(o) Except as described in the Preliminary Official Statement and the Official Statement, the District does not have outstanding any other indebtedness which indebtedness is secured by a lien on the Net Revenues on a basis superior to or on a parity with the lien of the Installment Payments on the Net Revenues.

(p) Between the date of this Purchase Agreement and the Closing Date, and except as otherwise disclosed in the Preliminary Official Statement and the Official Statement, the District will not, without the prior written consent of the Underwriter, offer or issue any bonds, notes or obligations for borrowed money, or incur any material liabilities, directly or contingently payable from the Net Revenues.

(q) The District will refrain from taking any action, or permitting any action to be taken, to reduce the amount of the Installment Payments while the Certificates are Outstanding, and the District will pay the Installment Payments in accordance with the Installment Purchase Agreement.

(r) Any certificate signed by any officer of the District authorized to execute such certificate in connection with the execution, sale and delivery of the Certificates and delivered to the Underwriter shall be deemed a representation and warranty of the District to the Underwriter as to the statements made therein but not of the person signing such certificate.

SECTION 7. CONDITIONS TO THE OBLIGATIONS OF THE UNDERWRITER.

The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties of the District contained herein. The obligation of the Underwriter to accept delivery of and pay for the Certificates on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the statements of the officers and other officials of the District, as well as authorized representatives of Special Counsel and the Trustee made in any Certificates or other documents furnished pursuant to the provisions hereof; to the performance by the District of its obligations to be performed hereunder at or prior to the Closing Date; and to the following additional conditions:

(a) The representations, warranties and covenants of the District contained herein shall be true and correct at the date hereof and at the time of the Closing, as if made on the Closing Date.

(b) At the time of Closing, the District Documents and the Corporation Documents shall be in full force and effect as valid and binding agreements between or among the various parties thereto, and the District Documents, the Corporation Documents and the Official Statement shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter.

(c) At the time of the Closing, no material default shall have occurred or be existing under the District Documents or any other agreement or document pursuant to which any of the District's financial obligations were executed and delivered, and the District shall not be in default in the payment of principal or interest with respect to any of its financial obligations, which default would materially adversely impact the ability of the District to pay the Installment Payments.

(d) In recognition of the desire of the District and the Underwriter to effect a successful public offering of the Certificates, and in view of the potential adverse impact of any of the following events on such a public offering, the Underwriter shall have the right to cancel the Underwriter's obligation to purchase the Certificates and to terminate this Purchase Agreement by written notice to the District if, between the date of this Purchase Agreement to and including the Closing Date, in the Underwriter's sole and reasonable judgment any of the following events shall occur regardless of whether any of the following events were in existence or known of on the date of this Purchase Agreement:

(i) any event shall occur which makes untrue any material statement or results in an omission to state a material fact necessary to make the statements in the Official Statement, in the light of the circumstances under which they were made, not misleading, which event, in the reasonable opinion of the Underwriter would materially or adversely affect the ability of the Underwriter to market the Certificates; or

(ii) the marketability of the Certificates or the market price thereof, in the opinion of the Underwriter, has been materially adversely affected by an amendment to the Constitution of the United States or by any legislation in or by the Congress of the United States or by the State, or the amendment of legislation pending as of the date of this Purchase Agreement in the Congress of the United States, or the recommendation to Congress or endorsement for passage (by press release, other form of notice or otherwise) of legislation by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or the proposal for consideration of legislation by either such Committee or by any member thereof, or the presentment of legislation for consideration as an option by either such Committee, or by the staff of the Joint Committee on Taxation of the Congress of the United States, or the favorable reporting for passage of legislation to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or any decision of any federal or state court or any ruling or regulation (final, temporary or proposed) or official statement on behalf of the United States Treasury Department, the Internal Revenue Service or other federal or State authority affecting the federal or State tax status of the District, or the interest on or with respect to Certificates or notes (including the Certificates); or

(iii) any legislation, ordinance, rule or regulation shall be enacted by any governmental body, department or authority of the State, or a decision by any court of competent jurisdiction within the State shall be rendered which materially adversely affects the market price of the Certificates; or

(iv) an order, decree or injunction issued by any court of competent jurisdiction, or order, ruling, regulation (final, temporary or proposed), official statement or other form of notice or communication issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental authority having jurisdiction of the subject matter, to the effect that: (i) obligations of the general character of the Certificates, or the Certificates, including any or all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended, or that the Trust Agreement is not exempt from qualification under the Trust Indenture Act of 1939, as amended; or (ii) the issuance, offering or sale of obligations of the general character of the Certificates, or the issuance, offering or sale of the Certificates, including any or all underlying obligations, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws as amended and then in effect; or

(v) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, to the effect that obligations of the general character of the Certificates, or the Certificates are not exempt from registration under or other requirements of the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and as then in effect, or that the Trust Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended and as then in effect; or

(vi) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; or

(vii) a material disruption in securities settlement, payment or clearance services affecting the Securities shall have occurred; or

(viii) a general banking moratorium shall have been declared by federal, State or New York authorities; or

(ix) the market price or marketability of the Certificates, or the ability of the Underwriter to enforce contracts for the sale of the Certificates, shall be materially adversely affected by any of the following events:

(A) there shall have occurred (i) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (ii) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis; or

(B) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction; or

(C) any rating of the Certificates or the rating of any obligations of the District secured by the District's general fund shall have been downgraded or withdrawn by a national rating service, which, in the opinion of the Underwriter, materially adversely affects the market price of the Certificates; or

(D) the commencement of any action, suit or proceeding described in Section 6(h).

(e) at or prior to the Closing, the Underwriter shall receive the following documents, in each case to the reasonable satisfaction in form and substance of the Underwriter:

(i) The executed District Resolution;

(ii) The executed Corporation Resolution;

(iii) The District Documents and the Corporation Documents duly executed and delivered by the respective parties thereto, with only such amendments, modifications or supplements as may have been agreed to in writing by the Underwriter;

(iv) A certification of the District that the insurance required to be in effect on the Closing Date under the Installment Purchase Agreement is in fact in effect as of such date;

(v) The approving opinion of Special Counsel dated the Closing Date and addressed to the District, in substantially the form attached as Appendix C to the Official Statement, and a reliance letter thereon addressed to the Underwriter and the Trustee;

(vi) A supplemental opinion of Special Counsel dated the Closing Date and addressed to the Underwriter, to the effect that:

(A) the statements in the Official Statement under the captions "INTRODUCTION," "THE CERTIFICATES" (excluding therefrom all information pertaining to DTC and its book-entry only system, as to which no opinion need be expressed), "SECURITY FOR THE CERTIFICATES," and "TAX MATTERS," and in Appendix B—"SUMMARY OF PRINCIPAL LEGAL DOCUMENTS" and Appendix C— "FORM OF LEGAL OPINION," excluding any material that may be treated as included under such captions and appendices by any cross-reference, insofar as such statements expressly summarize provisions of the Certificates, the District Documents, the Corporation Documents and Special Counsel's final opinion concerning certain federal tax matters relating to the Certificates or state legal conclusions with respect to the matters covered by such final opinion, are accurate in all material respects as of the Closing Date, *provided* that Special Counsel need not express any opinion with respect to any financial or statistical data contained therein or with respect to the book-entry system in which the Certificates are initially delivered;

(B) The Purchase Agreement and the Continuing Disclosure Certificate have been duly authorized, executed and delivered by the District, as applicable, and are the valid, legal and binding agreements of the District, as applicable, enforceable in accordance with its respective terms, except that the rights and obligations under the Purchase Agreement and the Continuing Disclosure Certificate are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State, and *provided* that no opinion need be expressed with respect to any indemnification or contribution provisions contained therein; and

(C) The Certificates are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Trust Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended;

(vii) The Official Statement, executed on behalf of the District, and the Preliminary Official Statement;

(viii) Evidence that the rating on the Certificates is as described in the Official Statement;

(ix) A certificate, dated the Closing Date, signed by a duly authorized officer of the District satisfactory in form and substance to the Underwriter to the effect that: (i) the representations, warranties and covenants of the District contained in this Purchase Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date by the District, and the District has complied with all of the terms and conditions of the Purchase Agreement required to be complied with by the District at or prior to the Closing Date; (ii) no event affecting the District has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purposes for which it is to be used or which is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect; (iii) the information and statements contained in the Preliminary Official Statement did not as of its date and as of the date of this Purchase Agreement, and the Official Statement did not as of its date and does not as of the Closing (in each case excluding therefrom the information under the caption "UNDERWRITING" and information regarding DTC and its book-entry only system) contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (iv) the District is not in breach of or default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement (including but not limited to the Installment Purchase Agreement) or other instrument to which the District is a party or is otherwise subject, which would have a material adverse impact on the District's ability to perform its obligations under the District Documents, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any such instrument;

(x) A certificate, dated the Closing Date, signed by a duly authorized officer of the Corporation satisfactory in form and substance to the Underwriter to the effect that: (i) the Corporation Documents have each been validly authorized and duly executed and delivered by the officers of the Corporation designated for such purpose in the Corporation Resolution and each constitutes the valid and binding limited obligations of the Corporation enforceable in accordance with their respective terms; provided, however, that the representation as to enforceability may be limited by bankruptcy, moratorium, insolvency or other laws affecting creditors' rights and may be subject to general principals of equity; (ii) the representations, warranties and agreements of the Corporation contained in the Corporation Documents, as the case may be, are true and correct in all material respects as of the Closing Date; (iii) the Corporation has complied with all agreements, covenants and conditions to be complied with by the Corporation on or prior to the Closing Date under the Corporation Documents and (iv) the information and statements as to the Corporation contained in the Preliminary

Official Statement did not as of its date and as of the date of this Purchase Agreement, and the Official Statement did not as of its date and does not as of the Closing Date contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(xi) an opinion dated the Closing Date and addressed to the Underwriter and the Trustee, of District Counsel, to the effect that:

(A) the District is a county sanitation district duly organized and existing under and by virtue of the Constitution and laws of the State of California (the *"State"*);

(B) the District has full legal power and lawful authority to enter into the District Documents and to perform its obligations thereunder;

(C) the District Resolution was duly adopted at a meeting of the Board of Directors of the District that was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the District Resolution is in full force and effect and has not been modified, amended, or rescinded as of the Closing Date;

(D) the District Documents have been duly authorized, executed, and delivered by the District and, assuming due authorization, execution, and delivery by the other parties thereto, such documents constitute the legal, valid, and binding agreements of the District enforceable in accordance with their terms, subject to laws relating to bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases, and the limitations on legal remedies against special districts in the State;

(E) the execution and delivery by the District of the District Documents, and compliance by the District with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute a breach of or default under any law, administrative regulation, court decree, resolution, or agreement to which the District is subject to or by which it is bound;

(F) the Preliminary Official Statement, as of its date and as of the date of the Purchase Agreement, and the Official Statement, as of its date and as of the Closing Date (excluding therefrom financial statements and other statistical data included in the Official Statement, and any information with respect to DTC and the book-entry only system, as to which no view need be expressed), did not or does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(G) except as otherwise disclosed in the Preliminary Official Statement and the Official Statement there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, or public board or body, pending for which the District has been served or, to the best knowledge of such counsel, pending and not yet served on the District or threatened (a) in any way questioning the existence of the District or the titles of the officers of the District to their respective offices; (b) affecting, contesting, or seeking to prohibit, restrain, or enjoin the payment of the Installment Payments or in any way contesting or affecting the validity of the District Documents or contesting the authority of the District to enter into or perform its obligations under any of the District Documents, or which, in any manner, questions the right of the District to pay the Installment Payments under the Installment Purchase Agreement; (c) that may result in any material adverse change relating to the District that will materially adversely affect the District's ability to perform its obligations under the District Documents; or (d) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and

(H) no authorization, approval, consent, or other order of the State or any other governmental authority or agency within the State having jurisdiction over the District is required for the valid authorization, execution, and delivery by the District of the District Documents;

(xii) an opinion dated the Closing Date and addressed to the Underwriter and the Trustee, of counsel to the Corporation, to the effect that:

(A) the Corporation is a nonprofit public benefit corporation duly organized and existing under and by virtue of the Constitution and laws of the State;

(B) the Corporation has full legal power and lawful authority to enter into the Corporation Documents and to perform its obligations thereunder;

(C) the Corporation Resolution was duly adopted at a meeting of the Board of Directors of the Corporation that was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the Corporation Resolution is in full force and effect and has not been modified, amended, or rescinded as of the Closing Date;

(D) the Corporation Documents have been duly authorized, executed, and delivered by the Corporation and, assuming due authorization, execution, and delivery by the other parties thereto, such documents constitute the legal, valid, and binding agreements of the Corporation enforceable in accordance with their terms, subject to laws relating to bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally, the application of equitable principles if equitable remedies are sought;

(E) the execution and delivery by the Corporation of the Corporation Documents, and compliance by the Corporation with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute a breach of or default under any law, administrative regulation, court decree, resolution, or agreement to which the Corporation is subject to or by which it is bound;

(F) with respect to information regarding the Corporation, the Preliminary Official Statement, as of its date and as of the date of the Purchase Agreement, and the Official Statement, as of its date and as of the Closing Date, did not or does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(G) except as otherwise disclosed in the Preliminary Official Statement and the Official Statement there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, or public board or body, pending for which the Corporation has been served or, to the best knowledge of such counsel, pending and not yet served on the Corporation or threatened (a) in any way questioning the existence of the Corporation or the titles of the officers of the Corporation to their respective offices; (b) that may result in any material adverse change relating to the Corporation that will materially adversely affect the Corporation's ability to perform its obligations under the Corporation Documents; or (d) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and

(H) no authorization, approval, consent, or other order of the State or any other governmental authority or agency within the State having jurisdiction over the Corporation is required for the valid authorization, execution, and delivery by the Corporation of the Corporation Documents;

(xiii) An opinion of Stradling Yocca Carlson & Rauth LLP in its capacity as Disclosure Counsel, dated the Closing Date and addressed to the District and the Underwriter, to the effect that, based upon the information made available to them in the course of their participation in the preparation of the Preliminary Official Statement and the Official Statement and without passing on and without assuming any responsibility for the accuracy, completeness and fairness of the statements in the Preliminary Official Statement and the Official Statement, and having made no independent investigation or verification thereof, and stated as a matter of fact and not opinion that, during the course of its representation of the District on this matter, no facts came to the attention of the attorneys in its firm rendering legal services in connection with the Preliminary Official Statement and the Official Statement which caused them to believe that the Preliminary Official Statement as of its date and as of the date hereof, or the Official Statement as of its date and as of the Closing Date (except any CUSIP numbers, financial, accounting, statistical or economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, environmental litigation, environmental matters, information relating to The Depository Trust Company and its book-entry system, included or referred to therein, which shall be expressly excluded from the scope of this paragraph and as to which such firm need not express any opinion or view) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(xiv) An opinion and negative assurance letter of Chapman and Cutler LLP, counsel to the Underwriter, in form and substance satisfactory to the Underwriter;

(xv) An opinion of counsel to the Trustee, addressed to the Underwriter and dated the Closing Date, in form and substance satisfactory to the Underwriter and to Special Counsel;

(xvi) A certificate, dated the Closing Date, signed by a duly authorized official of the Trustee in form and substance satisfactory to the Underwriter;

(xvii) A certified copy of the general resolution of the Trustee authorizing the execution and delivery of certain documents by certain officers of the Trustee, which resolution authorizes the execution and delivery of the Trust Agreement;

(xviii) The preliminary Statement of Sale required to be delivered to the California Debt and Investment Advisory Commission pursuant to Section 53583 of the Government Code and Section 8855(g) of the Government Code;

(xix) A copy of the executed Blanket Issuer Letter of Representations by and between the District and DTC relating to the book-entry system;

(xx) The tax and nonarbitrage certificate of the District and an IRS Form 8038-G relating to the Certificates in form and substance to the reasonable satisfaction of Special Counsel and the Underwriter;

(xxi) A certificate of the District, dated the date of the Preliminary Official Statement, deeming the Preliminary Official Statement final as of its date, in accordance with Rule 15c2-12;

(xxii) Certified copies of the Corporation's organizing documents and all amendments thereto and related certificates issued by the Secretary of State of the State;

(xxiii) Evidence that a Debt Management Policy which complies with Section 8855(i) of the Government Code has been adopted by the District; and

(xxiv) Such additional legal opinions, certificates, proceedings, instruments or other documents as Special Counsel or the Underwriter may reasonably request.

SECTION 8. CHANGES IN OFFICIAL STATEMENT.

After the Closing, the District will not adopt any amendment of or supplement to the Official Statement to which the Underwriter shall reasonably object in writing. Within 90 days after the Closing or within 25 days following the "end of the underwriting period" (as defined herein), whichever occurs first, if any event relating to or affecting the Certificates, the Trustee, or the District shall occur as a result of which it is necessary, in the opinion of the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in any material respect in the light of the circumstances existing at the time it is delivered to a purchaser, the District will forthwith prepare and furnish to the Underwriter an amendment or supplement that will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to such purchaser, not misleading. The District shall cooperate with the Underwriter in the filing by the Underwriter of such amendment or supplement to the Official Statement with the MSRB. The Underwriter acknowledges that the "end of the underwriting period" will be the Closing Date.

SECTION 9. EXPENSES.

The District will pay or cause to be paid the approved expenses incident to the performance of its obligations hereunder and certain expenses relating to the sale of the Certificates, including, but not limited to (a) the cost of the preparation and printing or other reproduction of the District Documents (other than this Purchase Agreement) and the Corporation Documents; (b) the fees and disbursements of Special Counsel, Disclosure Counsel, the Municipal Advisor and any other experts or other consultants retained by the District; (c) the costs and fees of the credit rating agencies; (d) the cost of preparing and delivering the definitive Certificates; (e) the cost of providing immediately available funds on the Closing Date; (f) the cost of the printing or other reproduction of the Preliminary Official Statement and Official Statement and any amendment or supplement thereto, including a reasonable number of certified or conformed copies thereof; and (g) the Underwriter's out-of-pocket expenses (included in the expense component of the Underwriter's discount) incurred by the Underwriter on behalf of the District's employees which are incidental to implementing this Purchase Agreement. The Underwriter will pay all out-of-pocket expenses of the Underwriter, including without limitation, the expenses of the preparation of this Purchase Agreement, including the fees and expenses of its counsel, CDIAC fees, CUSIP Services Bureau charges, regulatory fees imposed on new securities issuers and any and all other expenses incurred by the Underwriter in connection with the public offering and distribution of the Certificates.

SECTION 10. NOTICES.

Any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Ramirez & Co., Inc., 95 Third Street, 2nd Floor, San Francisco, California 94103 Attention: Public Finance. Any notice or communication to be given the District under this Purchase Agreement may be given by delivering the same in writing to the Delta Diablo, 2500 Pittsburg-Antioch Highway, Antioch, California 94509, Attention: General Manager.

SECTION 11. PARTIES IN INTEREST.

This Purchase Agreement is made solely for the benefit of the District and the Underwriter (including the successors or assigns thereof) and no other person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties and agreements of the District in this Purchase Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Underwriter and shall survive the delivery of and payment for the Certificates.

SECTION 12. SEVERABILITY.

In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

SECTION 13. COUNTERPARTS.

This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

SECTION 14. GOVERNING LAW.

This Purchase Agreement shall be governed by and construed in accordance with the laws of the State.

RAMIREZ & CO., INC.

By: ___________________________________
Name: ______________________________
Title: _______________________________

Accepted as of the date first stated above:

DELTA DIABLO

By: _________________________________
Name: ___________________________
Title: ____________________________

Time of Execution: _____ p.m. California Time

EXHIBIT A

MATURITY SCHEDULE

DELTA DIABLO
2026 WASTEWATER REVENUE CERTIFICATES OF PARTICIPATION

MATURITY DATE (OCTOBER 1)	PRINCIPAL AMOUNT	INTEREST RATE	INITIAL OFFERING PRICE	YIELD	10% TEST USED	HOLD THE OFFERING PRICE RULE USED

PREPAYMENT

Prepayment. The Certificates maturing on or after October 1, 20[37] are subject to optional prepayment prior to their respective stated maturities, as a whole or in part on October 1, 20[36] or any date thereafter in the order of maturity as directed by the District in a written request to the Trustee at least 60 days (or such lesser number of days acceptable to the Trustee) prior to such date and by lot within each maturity, in integral multiples of $5,000 from amounts prepaid by the District pursuant to the Installment Purchase Agreement at a Prepayment Price equal to the principal amount of the Certificates to be prepaid, plus accrued interest represented thereby to the date fixed for prepayment, without premium.

EXHIBIT B

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, Ramirez & Co., Inc. (the *"Ramirez & Co."*), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned Certificates (the *"Certificates"*).

1. *Sale of the General Rule Maturities*. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in *Schedule A*.

2. *Initial Offering Price of the Hold-the-Offering-Price Maturities*.

(a) Ramirez & Co. offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the *"Initial Offering Prices"*) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Certificates is attached to this certificate as *Schedule B*.

(b) As set forth in the Certificate Purchase Agreement, dated [_______], 2026, by and among Ramirez & Co., as the Underwriter (as defined below), Delta Diablo as the Issuer (as defined below), Ramirez & Co. has agreed in writing that: (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Certificates of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the *"hold-the-offering-price rule"*); and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Certificates during the Holding Period.

3. *Pricing Wire or Equivalent Communication*. A copy of the pricing wire or equivalent communication for the Certificates is attached to this certificate as *Schedule B*.

4. *Defined Terms*.

(a) *General Rule Maturities* means those Maturities of the Certificates listed in *Schedule A* hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Certificates listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (which Sale Date is [_______], 2026), or (ii) the date on which Ramirez & Co. has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means the Delta Diablo.

(e) *Maturity* means Certificates with the same credit and payment terms. Certificates with different maturity dates, or Certificates with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Certificates. The Sale Date of the Certificates is [______], 2026.

(h) *Underwriter* means: (i) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the Public; and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Certificates to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Certificates to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Ramirez & Co.'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Certificates, and by Stradling Yocca Carlson & Rauth LLP, in connection with rendering its opinion that the interest on the Certificates is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Certificates. The certifications contained herein are not necessarily based on personal knowledge, but may instead be based on either inquiry deemed adequate by the undersigned or institutional knowledge (or both) regarding the matters set forth herein.

RAMIREZ & CO., INC.

By: ____________________________________
Name: ________________________________
Title: _________________________________

Dated: __________, 2026

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

(Attached)

Schedule B

Pricing Wire or Equivalent Communication

(Attached)

Stradling Yocca Carlson & Rauth
Draft of 8/27/26

PRELIMINARY OFFICIAL STATEMENT DATED _________, 2026

In the opinion of Stradling Yocca Carlson & Rauth LLP, Special Counsel, under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described in this Official Statement, interest (and original issue discount) with respect to the Certificates is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. In the further opinion of Special Counsel, interest (and original issue discount) with respect to the Certificates is exempt from State of California personal income tax. See the caption "TAX MATTERS" herein with respect to tax consequences with respect to the Certificates, including with respect to the alternative minimum tax imposed on certain large corporations.

NEW ISSUE—BOOK-ENTRY ONLY **RATING: S&P: "___"**

$62,350,000*
DELTA DIABLO
2026 WASTEWATER REVENUE CERTIFICATES OF PARTICIPATION

Dated: Date of Delivery **Due: October 1, as shown on the inside cover**

The Certificates are being executed and delivered to provide funds to finance certain capital improvements to the District's Wastewater System and to pay certain costs of delivery of the Certificates.

Interest due with respect to the Certificates is payable on April 1, 2027 and each April 1 and October 1 thereafter. The Certificates are being executed and delivered in fully registered form and when executed and delivered will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York. Purchasers of the Certificates will not receive certificates representing their beneficial ownership in the Certificates purchased. The principal and interest with respect to the Certificates are payable by the Trustee to Cede & Co. and such interest and principal payments are to be disbursed to the beneficial owners of the Certificates through their nominees. Individual purchases will be made in multiple denominations of $5,000.

The Certificates are subject to optional prepayment prior to maturity as described in this Official Statement.

The Certificates are payable from 2026 Installment Payments payable by the District and amounts on deposit in certain funds and accounts established under the Trust Agreement. The obligation of the District to make 2026 Installment Payments is a special obligation of the District payable solely from Net Revenues, consisting of Revenues of the District's Wastewater System remaining after payment of Operation and Maintenance Costs, and from certain other funds and accounts created under the Installment Purchase Agreement, on a parity with the obligation of the District to make payments on approximately $29,645,429 aggregate principal amount of other outstanding Contracts. The District has covenanted not to incur additional obligations payable from Net Revenues senior to the 2026 Installment Payments. The District may incur additional obligations on a parity to the 2026 Installment Payments, subject to the terms and conditions set forth in the Installment Purchase Agreement.

No reserve fund has been established in connection with the execution and delivery of the Certificates.

THE OBLIGATION OF THE DISTRICT TO MAKE THE 2026 INSTALLMENT PAYMENTS IS A SPECIAL OBLIGATION OF THE DISTRICT PAYABLE SOLELY FROM NET REVENUES OF THE DISTRICT AND OTHER FUNDS DESCRIBED IN THE INSTALLMENT PURCHASE AGREEMENT, AND DOES NOT CONSTITUTE AN OBLIGATION OF THE DISTRICT FOR WHICH THE DISTRICT IS OBLIGATED TO PAY FROM ANY OTHER REVENUES OR TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE DISTRICT HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. THE OBLIGATION OF THE DISTRICT TO MAKE THE 2026 INSTALLMENT PAYMENTS UNDER THE INSTALLMENT PURCHASE AGREEMENT DOES NOT CONSTITUTE A DEBT OF THE DISTRICT OR OF THE STATE OF CALIFORNIA OR OF ANY POLITICAL SUBDIVISION THEREOF IN CONTRAVENTION OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Potential investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. Capitalized terms used on this cover have the definitions ascribed thereto in this Official Statement.

The Certificates will be offered when, as and if delivered and received by the Underwriter, subject to the approval of the validity of the Installment Purchase Agreement and the Trust Agreement by Stradling Yocca Carlson & Rauth LLP, Special Counsel, and certain other matters. Certain legal matters will be passed upon for the District by Stradling Yocca Carlson & Rauth LLP, Disclosure Counsel, for the District and the Corporation by Rebecca Hooley, Esq., District Counsel, for the Underwriter by Chapman and Cutler LLP, and for the Trustee by its counsel. It is anticipated that the Certificates will be available for delivery through the facilities of The Depository Trust Company on or about ___________, 2026.

Ramirez & Co., Inc.

Dated: __________, 2026

* *Preliminary, subject to change.*

MATURITY SCHEDULE

BASE CUSIP† ________

$62,350,000*
DELTA DIABLO
2026 WASTEWATER REVENUE CERTIFICATES OF PARTICIPATION

Maturity (October 1)	*Principal Amount*	*Interest Rate*	*Yield*	*Price*	*CUSIP†*
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
2043					
2044					
2045					
2046					
2047					
2048					
2049					
2050					
2051					
2052					
2053					
2054					
2055					
2056					

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† CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by S&P Capital IQ. Copyright© 2026 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the District, the Corporation or the Underwriter takes any responsibility for the accuracy of such numbers.
** Preliminary, subject to change.*
C Priced to first optional prepayment date of October 1, 20[36] at par.

DELTA DIABLO

BOARD OF DIRECTORS

Monica Wilson, Chair
Jelani Killings, Vice Chair
Shanelle Scales-Preston, Director

DISTRICT STAFF

Vince De Lange, General Manager
Brian Thomas, Deputy General Manager
Rebecca Hooley, Esq., District Counsel
Nitish Sharma, Business Services Director
Murat Bozkurt, Engineering Services Director/District Engineer
Anika Lyons, Finance Manager
Thanh Vo, Senior Engineer
Sean Williams, Senior Engineer

SERVICES

Special Counsel and Disclosure Counsel

Stradling Yocca Carlson & Rauth LLP
Newport Beach, California

Municipal Advisor

Urban Futures, Inc.
Walnut Creek, California

Trustee

U.S. Bank Trust Company, National Association
San Francisco, California

Table of Contents

NO DEALER, BROKER, SALESPERSON OR ANY OTHER PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION IN CONNECTION WITH THE OFFER OR SALE OF THE CERTIFICATES, OTHER THAN AS CONTAINED IN THIS OFFICIAL STATEMENT, AND, IF GIVEN OR MADE, ANY SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE DISTRICT, THE CORPORATION OR THE UNDERWRITER. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER OF ANY SECURITIES OTHER THAN THOSE DESCRIBED ON THE COVER PAGE, AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY, NOR SHALL THERE BY ANY SALE OF THE CERTIFICATES BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL TO MAKE SUCH OFFER, SOLICITATION OR SALE. THE OFFICIAL STATEMENT IS NOT TO BE CONSTRUED AS A CONTRACT WITH THE PURCHASERS OF THE CERTIFICATES.

The information contained in this Official Statement has been obtained from sources that are believed to be reliable, but this information is not guaranteed as to accuracy or completeness. The Underwriter has provided the following sentence for inclusion in this Official Statement:

> The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of this information.

The information and expressions of opinion in this Official Statement are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District since the date hereof.

This Official Statement contains forward-looking statements within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended, including: (a) statements containing projections of Net Revenues, expenditures and other financial items; (b) statements of the plans and objectives of the District for future operations of its wastewater system; (c) statements of future economic performance of the wastewater system; and (d) statements of the assumptions underlying or relating to statements described in (a), (b) and (c) above (collectively, "**Forward-Looking Statements**"). All statements other than statements of historical facts included in this Official Statement regarding the District's financial position, business strategy, capital resources and plans and objectives for future operations of the wastewater system, are Forward-Looking Statements. Although such expectations reflected in such Forward-Looking Statements are believed to be reasonable, there can be no assurance that such expectations will prove to have been correct. Statements of important factors (collectively, the "**Cautionary Statements**") that could cause actual results to differ materially from expectations of the District are disclosed in this Official Statement. All subsequent written and oral Forward-Looking Statements attributable to the District or any person acting on behalf of the District are expressly qualified in their entirety by the Cautionary Statements.

This Official Statement is submitted in connection with the sale of the Certificates and may not be reproduced or be used, as a whole or in part, for any other purpose.

THE CERTIFICATES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**ACT**"), IN RELIANCE UPON AN EXEMPTION CONTAINED IN THE ACT. THE CERTIFICATES HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

The District maintains a website. However, the information presented there is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Certificates.

$62,350,000*
DELTA DIABLO
2026 WASTEWATER REVENUE CERTIFICATES OF PARTICIPATION

INTRODUCTION

This Official Statement sets forth information concerning the sale and delivery of the Delta Diablo 2026 Wastewater Revenue Certificates of Participation (the "**Certificates**") to be delivered by U.S. Bank Trust Company, National Association, as trustee (the "**Trustee**"). See the caption "THE CERTIFICATES" for a detailed description of the terms of the Certificates.

The Certificates are being executed and delivered to provide funds to finance certain capital improvements to the District's Wastewater System (the "**2026 Project**"), as described under the caption "THE 2026 PROJECT," and to pay certain costs of delivery of the Certificates.

The Certificates are being executed and delivered under a Trust Agreement, dated as of October 1, 2026 (the "**Trust Agreement**"), by and among the Trustee, Delta Diablo (the "**District**") and Delta Diablo Integrated Financing Corporation (the "**Corporation**"). The Corporation has assigned to the Trustee the right of the Corporation to receive and collect the installment payments (the "**2026 Installment Payments**") due from the District to the Corporation under the Installment Purchase Agreement, dated as of October 1, 2026 (the "**Installment Purchase Agreement**"), by and between the District and the Corporation, and other amounts payable by the District to the Corporation, pursuant to the Assignment Agreement, dated as of October 1, 2026 (the "**Assignment Agreement**"), by and between the Trustee and the Corporation.

The Certificates are payable from the 2026 Installment Payments payable by the District and amounts on deposit in certain funds and accounts established under the Trust Agreement. The obligation of the District to make the 2026 Installment Payments is a special obligation of the District payable solely from Net Revenues, consisting of Revenues of the District's Wastewater System remaining after payment of Operation and Maintenance Costs, and from certain other funds and accounts created under the Installment Purchase Agreement, on a parity with the obligation of the District to make payments on up to $29,645,429 aggregate principal amount of other outstanding Contracts, as more particularly described under the caption "THE DISTRICT — Outstanding Parity Obligations." See the caption "SECURITY FOR THE CERTIFICATES."

The obligation of the District to pay the 2026 Installment Payments does not constitute an obligation of the District for which the District is obligated to levy any form of taxation or for which the District has levied any form of taxation. The obligation of the District to make the 2026 Installment Payments under the Installment Purchase Agreement does not constitute a debt of the District or of the State of California (the "**State**") or of any political subdivision of the State, including the County of Contra Costa (the "**County**"), within the meaning of any constitutional or statutory debt limitation or restriction. Under no circumstances is the District required to advance any moneys derived from any source of income other than the funds described above, nor are any other funds or property of the District liable for the payment of the 2026 Installment Payments. No reserve fund has been established in connection with the execution and delivery of the Certificates. See the caption "SECURITY FOR THE CERTIFICATES—Revenue Pledge."

The District has covenanted not to incur additional obligations payable from Net Revenues senior to the 2026 Installment Payments. The District may incur additional obligations on a parity with the 2026 Installment Payments, subject to the terms and conditions described under the caption "SECURITY FOR THE CERTIFICATES — Limitations on Parity and Superior Obligations; Subordinate and Unsecured Obligations."

U.S. Bank Trust Company, National Association will act as Trustee with respect to the Certificates. Certain proceedings in connection with the execution and delivery of the Installment Purchase Agreement and

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* *Preliminary, subject to change.*

the Trust Agreement are subject to the approval of Stradling Yocca Carlson & Rauth LLP, Newport Beach, California, Special Counsel to the District ("**Special Counsel**"). Certain legal matters will be passed upon for the District and the Corporation by Rebecca Hooley, Esq., District Counsel and for the Underwriter by Chapman and Cutler LLP. Urban Futures, Inc., Walnut Creek, California is acting as municipal advisor to the District (the "**Municipal Advisor**").

There follows in this Official Statement (and attached appendices) a brief description of the Certificates, the security for the Certificates, the District, the Wastewater System and certain other information that is relevant to the execution and delivery of the Certificates. The descriptions and summaries of various documents in this Official Statement do not purport to be comprehensive or definitive, and reference is made to each document for complete details of all terms and conditions. All statements in this Official Statement are qualified in their entirety by reference to each document.

All capitalized terms which are used in this Official Statement and not normally capitalized have the meanings assigned to them in the Trust Agreement and the Installment Purchase Agreement, the summaries of which are included in Appendix B, unless otherwise stated in this Official Statement.

The Appendices are integral parts of this Official Statement and must be read together with all other parts of this Official Statement.

THE 2026 PROJECT

The 2026 Project consists of the first phase of the District's Secondary Process Improvements Project, which will address aging infrastructure at the District's wastewater treatment plant, provide additional secondary treatment capacity to support population growth within the service area, and incorporate advanced nutrient removal technologies into plant operations. The 2026 Project will focus on decommissioning the existing tower trickling filters and constructing new aeration basins to ensure reliable secondary treatment performance. These improvements will also support compliance with the nutrient removal limits established under the 2024 San Francisco Bay Nutrients Watershed Permit, with applicable final limits taking effect in 2034. Several ancillary facilities will also be constructed, including a new secondary clarifier, blower building modifications, secondary solids thickening improvements, and associated pumping stations. See the caption "THE DISTRICT—Future Capital Improvements."

Phase 1 of the 2026 Project is estimated to have a total project cost of approximately $210 million, $65 million of which is expected to be funded from a portion of proceeds of the Certificates. The District expects to award a construction contract for Phase 1 of the 2026 Project in September 2026. The balance of the cost of Phase 1 of the 2026 Project is expected to be financed with District funds and a second issuance of certificates of participation secured by District installment payments under a future Contract on a parity with the Installment Purchase Agreement, currently expected to be executed and delivered in the approximate principal amount of $16.9 million in or around October 2029. Construction of the 2026 Project is expected to commence in October 2026 and to be completed by May 2031.

The second phase of the District's Secondary Process Improvements Project will include additional aeration basin capacity and related secondary treatment improvements to provide increased treatment capacity and nutrient removal capabilities. Based on current flow and loading projections, the District anticipates commencing Phase 2 of the project in 2038 and anticipates that the entire Secondary Process Improvements Project will be completed in or around 2043.

Pursuant to the Installment Purchase Agreement, the District may substitute or add additional projects to the 2026 Project. See Appendix B under the caption "INSTALLMENT PURCHASE AGREEMENT—ACQUISITION AND CONSTRUCTION OF THE 2026 PROJECT—Changes to the 2026 Project."

ESTIMATED SOURCES AND USES OF FUNDS

The estimated sources and uses of funds with respect to the Certificates are set forth below.

Sources(1)	
Principal Amount of Certificates	$
[Plus/Less] [Net] Original Issue [Premium/Discount]	
Total Sources	**$**
Uses(1)	
Deposit in Acquisition Fund	$
Costs of Issuance(2)	
Total Uses	**$**

(1) Amounts rounded to the nearest dollar.
(2) Includes fees of Trustee, Municipal Advisor and Special Counsel, Underwriter's discount, printing costs, rating agency fees and other costs of delivery.

THE CERTIFICATES

Terms of the Certificates

The Certificates will be executed and delivered in the aggregate principal amount of $62,350,000 * and will be dated as of the date of their execution and delivery. Interest with respect to the Certificates (other than at maturity) is payable by check or draft of the Trustee mailed by first class mail on April 1, 2027 and each April 1 and October 1 thereafter (each an "**Interest Payment Date**").

Interest is payable to the registered Owner of the Certificates at the close of business on the fifteenth day of the month preceding the month of such Interest Payment Date (the "**Record Date**"), provided, that in the case of an Owner of $1,000,000 or more in aggregate principal amount of Certificates, upon written request of such Owner to the Trustee 15 days prior to any Interest Payment Date, such interest will be paid on the Interest Payment Date in immediately available funds by wire transfer to an account in the United States of America. Interest with respect to any Certificate which is payable but has not been punctually paid or duly provided for on any Interest Payment Date will immediately cease to be payable to the owner on the relevant Record Date by virtue of having been such owner and such interest will be payable to the person in whose name such Certificate is registered at the close of business on a special record date as determined by the Trustee.

Interest with respect to the Certificates will accrue at the rates per annum and will mature on the dates set forth on the inside front cover page of this Official Statement. Interest with respect to the Certificates will be computed based on a year consisting of 360 days and twelve 30-day months. Individual purchases will be made in $5,000 multiples.

Principal of the Certificates is payable in lawful money of the United States of America at the principal corporate trust office of the Trustee in Saint Paul, Minnesota.

Prepayment of Certificates*

The Certificates maturing on or after October 1, 20[37] are subject to optional prepayment prior to their respective stated maturities, as a whole or in part on October 1, 20[36] or any date thereafter in the order of maturity as directed by the District in a written request to the Trustee at least 60 days (or such lesser number of days acceptable to the Trustee) prior to such date and by lot within each maturity, in integral multiples of $5,000

* *Preliminary, subject to change.*

from amounts prepaid by the District pursuant to the Installment Purchase Agreement at a Prepayment Price equal to the principal amount of the Certificates to be prepaid, plus accrued interest represented thereby to the date fixed for prepayment, without premium.

Notice of Prepayment

Notice of prepayment will be mailed, first class postage prepaid, to the respective Owners of any Certificates designated for prepayment at their addresses appearing on the Certificate registration books and to the Information Services and by registered or certified or overnight mail or electronically to the Securities Depositories at least 20 days but not more than 60 days prior to the prepayment date.

Each such notice of prepayment will state the date of notice, the prepayment date, the place or places of prepayment and the Prepayment Price, will designate the maturities, CUSIP numbers, if any, and, if less than all of any such maturity is to be prepaid, the respective portions of the principal amount thereof to be prepaid. Each such notice will also state that on said date there will become due and payable on each of said Certificates the Prepayment Price thereof or of said specified portion of the principal represented thereby in the case of a Certificate to be prepaid in part only, together with interest accrued with respect thereto to the prepayment date, and that (provided that moneys for prepayment have been deposited with the Trustee) from and after such prepayment date interest with respect thereto will cease to accrue, and will require that such Certificate be then surrendered to the Trustee. Any defect in the notice or the mailing will not affect the validity of the prepayment of any Certificate.

With respect to any notice of optional prepayment of Certificates, such notice may state that such prepayment will be conditional upon the receipt by the Trustee on or prior to the date fixed for such prepayment of moneys that are sufficient to pay the principal of, premium, if any, and interest with respect to such Certificates to be prepaid and that, if such moneys shall not have been so received, said notice will be of no force and effect and the Trustee will not be required to prepay such Certificates. In the event that such notice of prepayment contains such a condition and such moneys are not so received, the prepayment will not be made, and the Trustee will within a reasonable time thereafter give notice, in the manner in which the notice of prepayment was given, that such moneys were not so received.

Book-Entry Only System

One fully-registered Certificate for each maturity of the Certificates will be executed and delivered in the principal amount of such Certificate. Such Certificates will be registered in the name of Cede & Co. and will be deposited with DTC.

The District may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, the Certificates will be printed and delivered and will be governed by the provisions of the Trust Agreement with respect to payment of principal and interest and rights of exchange and transfer.

The District cannot and does not give any assurances that DTC participants or others will distribute payments with respect to the Certificates received by DTC or its nominee as the registered Owner, or any prepayment or other notices, to the Beneficial Owners, or that they will do so on a timely basis, or that DTC will service and act in the manner described in this Official Statement. See Appendix D hereto for additional information concerning DTC.

Transfers and Exchanges Upon Termination of Book-Entry Only System

In the event that the book-entry system described above is abandoned, the Certificates will be printed and delivered as provided in the Trust Agreement. Thereafter, any Certificate may, in accordance with its terms, be transferred upon the Certificate registration books by the person in whose name it is registered, in person or by such person's duly authorized attorney, upon surrender of such Certificate for cancellation at the corporate trust office of the Trustee in Saint Paul, Minnesota, accompanied by delivery of a duly executed instrument of transfer in a form approved by the Trustee. Whenever any Certificate or Certificates are surrendered for transfer, the Trustee will execute and deliver a new Certificate or Certificates of the same series and maturity, for a like aggregate principal amount, and of authorized denomination or denominations. The Trustee may charge a sum for each new Certificate executed and delivered upon any transfer. The Trustee may require the payment by any Owner requesting any such transfer of any tax or other governmental charge required to be paid with respect to such transfer. Following any transfer of Certificates the Trustee will cancel and destroy the Certificates it has received in accordance with its customary procedures.

Certificates may be exchanged at the corporate trust office of the Trustee, for a like aggregate principal amount of Certificates of other authorized denominations of the same series and maturity. The Trustee may charge a sum for each new Certificate executed and delivered upon any exchange except in the case of any exchange of temporary Certificates for definitive Certificates. The Trustee may require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. Following any exchange of Certificates the Trustee will cancel and destroy the Certificates it has received in accordance with its customary procedures.

The Trustee is not required to register the exchange or transfer of any Certificate: (i) within 15 days preceding selection of Certificates for prepayment; or (ii) selected for prepayment (except for any non-prepaid portion thereof).

Debt Service Schedule

Set forth below is a schedule of debt service with respect to the Certificates and outstanding parity obligations, which equals the Installment Payments for each annual period ending on June 30 in the years indicated.

		2026 Installment Payments			
Period Ending June 30	***Parity Obligations***[(1)]	***Principal***	***Interest***	***Total***	***Total Debt Service***
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
2043					
2044					
2045					
2046					
2047					
2048					
2049					
2050					
2051					
2052					
2053					
2054					
2055					
2056					
TOTAL					

(1) Includes debt service on obligations described under the caption "THE DISTRICT—Outstanding Parity Obligations."
Source: Urban Futures, Inc.

SECURITY FOR THE CERTIFICATES

General

Each Certificate represents an undivided interest in the 2026 Installment Payments to be made by the District under the Installment Purchase Agreement. Pursuant to the Assignment Agreement, the Corporation has assigned substantially all of its right, title and interest in the Installment Purchase Agreement to the Trustee, for the benefit of the Owners of the Certificates, including its right to receive the 2026 Installment Payments thereunder and its right to exercise all of the rights and remedies conferred on the Corporation under the Installment Purchase Agreement.

The obligation of the District to make the 2026 Installment Payments is a special obligation of the District payable solely from Net Revenues, consisting of Revenues of the District's Wastewater System remaining after the payment of Operation and Maintenance Costs of the District's Wastewater System, and from certain other funds and accounts created under the Installment Purchase Agreement, on a parity with the obligation of the District to make payments under certain District obligations which were outstanding in the aggregate principal amount of $29,645,429 as of June 30, 2026. See the caption "THE DISTRICT—Outstanding Parity Obligations."

Revenue Pledge

All Revenues and all amounts on deposit in the Revenue Fund and the Rate Stabilization Fund (described below) are irrevocably pledged to the payment of the 2026 Installment Payments as provided in the Installment Purchase Agreement, and the Revenues will not be used for any other purpose while any of the 2026 Installment Payments remain unpaid; provided that out of the Revenues there may be apportioned such sums for such purposes as are expressly permitted in the Installment Purchase Agreement. Such pledge, together with the pledge created by all other Contracts and Bonds, constitutes a first lien on Revenues, the Revenue Fund, the Rate Stabilization Fund, and all amounts on deposit in such funds as permitted in the Installment Purchase Agreement and is subject to the application of Revenues in accordance with the Installment Purchase Agreement.

The obligation of the District to make the 2026 Installment Payments is payable from Net Revenues. Net Revenues means, for any Fiscal Year of the District (currently, the District's Fiscal Year begins July 1) (each, a "**Fiscal Year**"), the Revenues for such Fiscal Year less the Operation and Maintenance Costs for such Fiscal Year, as such terms are defined in Appendix B under the caption "INSTALLMENT PURCHASE AGREEMENT—DEFINITIONS."

Allocation of Revenues

In order to carry out and effectuate the pledge and lien of Revenues contained in the Installment Purchase Agreement, the District has agreed and covenanted that all Revenues will be received in the "**Revenue Fund**," which fund has been continued and which fund the District has agreed and covenanted to maintain and to hold separate and apart from other funds so long as any Installment Payments or Bonds remain unpaid. Moneys in the Revenue Fund will be used and applied by the District as provided in the Installment Purchase Agreement.

The District will, from the moneys in the Revenue Fund, pay all Operation and Maintenance Costs (including amounts reasonably required to be set aside in contingency reserves for Operation and Maintenance Costs, the payment of which is not then immediately required) as such Operation and Maintenance Costs become due and payable. All remaining moneys in the Revenue Fund will be set aside by the District at the following times in the following respective special funds in the following order of priority and all moneys in each of such funds will be held in trust and applied, used and withdrawn only for the purposes authorized in the Installment Purchase Agreement:

<u>Certificate Payment Fund</u>. On or before each 2026 Installment Payment Date, the District will, from the moneys in the Revenue Fund, transfer to the Trustee for deposit in the Certificate Payment Fund (as described below under the caption "—Certificate Payment Fund") a sum equal to the 2026 Installment Payment coming due on such 2026 Installment Payment Date. The District will also, from the moneys in the Revenue Fund, transfer to the applicable trustee or payee for deposit in the applicable payment fund, without preference or priority, and in the event of any insufficiency of such moneys ratably without any discrimination or preference, any other Debt Service in accordance with the provisions of the Contract, resolution or indenture relating thereto.

No deposit need be made in the Certificate Payment Fund as 2026 Installment Payments if the amount in the Certificate Payment Fund is at least equal to the amount of the 2026 Installment Payment due and payable on the next succeeding 2026 Installment Payment Date. All money in the Certificate Payment Fund will be used and withdrawn by the Trustee in accordance with the Trust Agreement.

<u>Reserve Funds</u>. On or before each 2026 Installment Payment Date the District will, from the remaining moneys in the Revenue Fund, thereafter, without preference or priority and in the event of any insufficiency of

such moneys ratably without any discrimination or preference, transfer to the applicable trustee for such reserve funds and/or accounts, if any, as may have been established in connection with Bonds or Contracts, that sum, if any, necessary to restore such funds or accounts to an amount equal to the reserve requirement with respect thereto.

Subordinate Obligations. On or before the payment of principal or interest is due with respect to any Subordinate Obligations, the District will, from moneys in the Revenue Fund, transfer to the applicable trustee or payee for deposit in the applicable payment fund, without preference or priority, and in the event of any insufficiency of such moneys ratably without discrimination or preference, payment on such Subordinate Obligations, in accordance with the provisions of such Subordinate Obligation.

Surplus. Moneys on deposit in the Revenue Fund on each Installment Payment Date not required to make any of the payments required above may be expended by the District at any time for any purpose permitted by law, including but not limited to transfers to the Rate Stabilization Fund.

THE OBLIGATION OF THE DISTRICT TO MAKE THE 2026 INSTALLMENT PAYMENTS IS A SPECIAL OBLIGATION OF THE DISTRICT PAYABLE SOLELY FROM NET REVENUES OF THE DISTRICT AND OTHER FUNDS DESCRIBED IN THE INSTALLMENT PURCHASE AGREEMENT, AND DOES NOT CONSTITUTE AN OBLIGATION OF THE DISTRICT FOR WHICH THE DISTRICT IS OBLIGATED TO PAY FROM ANY OTHER REVENUES OR TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE DISTRICT HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. THE OBLIGATION OF THE DISTRICT TO MAKE THE 2026 INSTALLMENT PAYMENTS UNDER THE INSTALLMENT PURCHASE AGREEMENT DOES NOT CONSTITUTE A DEBT OF THE DISTRICT OR OF THE STATE OR OF ANY POLITICAL SUBDIVISION THEREOF IN CONTRAVENTION OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.

Certificate Payment Fund

There has been established with the Trustee the Certificate Payment Fund, which the Trustee covenants to maintain and hold in trust separate and apart from other funds held by it so long as any 2026 Installment Payments remain unpaid. The Trustee will transfer from the Certificate Payment Fund the following amounts at the times and in the manner provided in the Trust Agreement, and will deposit such amounts in one or more of the following respective funds, each of which the Trustee will establish and maintain and hold in trust separate and apart from other funds held by it, and each of which will be disbursed and applied only as authorized in the Trust Agreement. Such amounts will be so transferred to and deposited in the following respective funds in the following order of priority, the requirements of each such fund at the time of deposit to be satisfied before any transfer is made to any fund subsequent in priority:

Interest Fund. The Trustee will, on each 2026 Installment Payment Date (commencing on the 2026 Installment Payment Date preceding April 1, 2027), deposit in the Interest Fund an amount representing the portion of the 2026 Installment Payments designated as interest coming due on the next succeeding April 1 and October 1, as the case may be. No deposit need be made into the Interest Fund so long as there is in such fund moneys sufficient to pay the interest portion of all Certificates then Outstanding on the next April 1 or October 1, as the case may be.

Except as provided in the Trust Agreement, moneys in the Interest Fund will be used and withdrawn by the Trustee solely for the purpose of paying the interest with respect to the Certificates when due and payable (including accrued interest with respect to any Certificates prepaid prior to maturity pursuant to the Trust Agreement).

Principal Fund. The Trustee will, on the 2026 Installment Payment Date prior to each October 1 (commencing on the 2026 Installment Payment Date preceding October 1, 2027), deposit in the Principal Fund an amount equal to the principal coming due with respect to the Certificates on the next succeeding October 1.

No deposit need be made into the Principal Fund so long as there is in such fund moneys sufficient to pay the portion of all Certificates then Outstanding designated as principal and coming due on the next succeeding October 1.

Except as provided in the Trust Agreement, moneys in the Principal Fund will be used and withdrawn by the Trustee solely for the purpose of paying the principal with respect to the Certificates when due and payable.

Prepayment Fund. Moneys to be used for prepayment of Certificates will be transferred by the Trustee from the Certificate Payment Fund and deposited in the Prepayment Fund on the prepayment date specified in the Written Request of the District filed with the Trustee pursuant to the Installment Purchase Agreement. Said moneys will be set aside in the Prepayment Fund solely for the purpose of prepaying the Certificates in advance of their respective stated maturities and will be applied on or after the date specified for prepayment pursuant to the Trust Agreement to the payment of the Prepayment Price with respect to the Certificates to be prepaid upon presentation and surrender of such Certificates.

Rate Covenant

In each Fiscal Year, to the extent permitted by law, the District will fix, prescribe and collect rates and charges for Wastewater Service (as such term is defined in Appendix B under the caption "INSTALLMENT PURCHASE AGREEMENT — Definitions") which will be at least sufficient to yield during such Fiscal Year Net Revenues which will equal 125% of the Debt Service for such Fiscal Year. The District may make adjustments from time to time in such rates and charges and may make such classifications thereof as it deems necessary, but may not reduce the rates and charges then in effect unless the Net Revenues or Revenues, as the case may be, from such reduced rates and charges will at all times be sufficient to meet the foregoing requirements.

Limitations on Parity and Superior Obligations; Subordinate and Unsecured Obligations

Additional Obligations Superior to Installment Payments. The District has covenanted in the Installment Purchase Agreement that the District will not issue any additional evidences of indebtedness or incur other additional obligations that are payable from or secured by a pledge of and lien on Revenues or any money in the Revenue Fund and the Rate Stabilization Fund superior to the pledge securing the 2026 Installment Payments.

Additional Obligations on a Parity with the Installment Payments. The District has covenanted in the Installment Purchase Agreement that the District may issue evidences of indebtedness or incur other obligations (referred to as Bonds and Contracts, as such terms are defined in Appendix B) that are payable from or secured by a pledge of and lien on Revenues or any money in the Revenue Fund and the Rate Stabilization Fund on a parity with the pledge securing the 2026 Installment Payments pursuant to the following terms and conditions:

(a) The Net Revenues for the most recent audited Fiscal Year preceding the date of adoption by the Board of Directors of the District of the resolution authorizing the issuance of such Bonds or the date of the execution of such Contract, as the case may be, as evidenced by both a calculation prepared by the District and a special report prepared by an Independent Certified Public Accountant or an Independent Municipal Advisor on such calculation on file with the District, produce a sum equal to at least 125% of the Debt Service for such Fiscal Year; and

(b) The Net Revenues for the most recent audited Fiscal Year preceding the date of the execution of such Contract or the date of adoption by the Board of Directors of the District of the resolution authorizing the issuance of such Bonds, as the case may be, including adjustments to give effect as of the first day of such Fiscal Year to increases or decreases in income, rents, fees, rates and charges for the Wastewater Service approved and in effect as of the date of calculation, as evidenced by both a calculation prepared by the District and a special report prepared by an Independent Certified Public Accountant or an Independent Municipal Advisor on such calculation on file with the District, demonstrate a sum equal to at least 125% of the Debt Service for such Fiscal Year plus the Debt Service which would have accrued on any Contracts executed or Bonds issued since the end of such Fiscal Year, assuming such Contracts had been executed or Bonds had been issued at the beginning of such Fiscal Year, plus the Debt Service which would have accrued had such proposed additional Contract been executed or such proposed additional Bonds been issued at the beginning of such Fiscal Year; and

(c) The estimated Net Revenues for the then current Fiscal Year and for each Fiscal Year thereafter to and including the first complete Fiscal Year after the latest date of operation of any uncompleted Project financed from proceeds of such Contract or Bonds, as evidenced by a certificate on file with the District, including (after giving effect to the completion of all such uncompleted Projects) an allowance for estimated Net Revenues for each of such Fiscal Years arising from any increase in the income, rents, fees, rates and charges estimated to be fixed and prescribed for the Wastewater Service and which are economically feasible and reasonably considered necessary based on projected operations for such period, as evidenced by a certificate of the Manager on file with the District, produce a sum equal to at least 125% of the estimated Debt Service for each of such Fiscal Years, after giving effect to the execution of all Contracts and the issuance of all Bonds estimated to be required to be executed or issued to pay the costs of completing all uncompleted Projects within such Fiscal Years, assuming that all such Contracts and Bonds have maturities, interest rates and proportionate principal repayment provisions similar to the Contract last executed or then being executed or the Bonds last issued or then being issued for the purpose of acquiring and constructing any of such uncompleted Projects.

Notwithstanding the foregoing, Bonds issued or Contracts executed to refund Bonds or Contracts may be delivered without satisfying the conditions set forth above if Debt Service in each Fiscal Year after the Fiscal Year in which such Bonds are issued or Contracts executed is not greater than Debt Service would have been in each such Fiscal Year prior to the issuance of such Bonds or execution of such Contracts.

As described under the caption "THE PROJECT," the District currently expects to enter into a future Contract on a parity with the Installment Purchase Agreement, currently expected to be executed and delivered in the approximate principal amount of $16.9 million in or around October 2029.

Unsecured and Subordinate Obligations. The District may at any time issue evidence of indebtedness or incur other obligations for any lawful purpose that are payable from and secured by a lien on Revenues or moneys in the Revenue Fund and the Rate Stabilization Fund, as may from time to time be deposited therein subordinate to the 2026 Installment Payments. Currently, there are no subordinate obligations outstanding, though the District has other obligations that are unsecured or secured by funds of the District other than the Revenues (such as obligations secured by the District's recycled water system revenues).

No Reserve Fund

No reserve fund has been established in connection with the execution and delivery of the Certificates.

Rate Stabilization Fund

The District is authorized but not required to establish a special fund designated as the "Rate Stabilization Fund." If the District elects to establish a Rate Stabilization Fund, such fund will be held by the District in trust under the Installment Purchase Agreement. The District agrees and covenants to maintain and to hold such fund, if established, separate and apart from other funds so long as any Contracts or Bonds remain unpaid. Money transferred by the District from the Revenue Fund to the Rate Stabilization Fund, if established, in accordance with the Installment Purchase Agreement, will be held in the Rate Stabilization Fund and applied in accordance with the Installment Purchase Agreement. As of the date hereof, the District has not established a Rate Stabilization Fund for the Certificates.

Amounts (if any) in the Rate Stabilization Fund will be disbursed, allocated and applied by the District solely to the uses and purposes described in the Installment Purchase Agreement.

The District may withdraw all or any portion of the amounts on deposit in the Rate Stabilization Fund from time to time and transfer such amounts to the Revenue Fund for application in accordance with the Installment Purchase Agreement. Amounts transferred from the Rate Stabilization Fund to the Revenue Fund pursuant to the Installment Purchase Agreement during or within 270 days after the end of a Fiscal Year may be taken into account as Revenues for purposes of the calculations under the additional debt test and the rate covenant under the Installment Purchase Agreement in such Fiscal Year to the extent provided in the definition of "Revenues." See the captions "—Rate Covenant" and "—Limitations on Parity and Superior Obligations; Subordinate and Unsecured Obligations."

THE DISTRICT

General

The District, formerly the Contra Costa County Sanitation District No. 7-A, was established in 1955 under the California Health and Safety Code to provide wastewater collection and treatment services in the West Pittsburg area, now known as Bay Point. In 1976, wastewater conveyance and treatment services for the City of Pittsburg ("**Pittsburg**") and the City of Antioch ("**Antioch**") were annexed into the District as part of a regional consolidation effort.

Following regional consolidation, a new subregional conveyance system and wastewater treatment facility were constructed at the District's present location between Antioch and Pittsburg. As the District's responsibilities expanded beyond wastewater services, the District was renamed to Delta Diablo Sanitation District and later shortened to Delta Diablo to reflect its broader resource-recovery mission. Today, that mission includes protecting public health and the environment for the District's communities by providing safe wastewater conveyance, treatment, and resource recovery services in a sustainable and fiscally responsible manner. The District has broad statutory authority to collect, convey, treat, and dispose of wastewater within its boundaries and to contract with federal, state, regional, and local public agencies and other parties. The District's core services include wastewater conveyance and treatment, recycled water production and distribution, household hazardous waste collection, street sweeping, and wastewater collection in Bay Point. Additional resource-recovery activities include pollution prevention, renewable energy generation, and beneficial use of biosolids.

See the caption "LAND USE AND SERVICE AREA."

The District's major wastewater collection, conveyance, and treatment system, and recycled water infrastructure elements are summarized below.

- <u>Wastewater Collection</u>: The District owns, operates, and maintains 43 miles of gravity sewers in the Bay Point community, while the cities of Antioch and Pittsburg own and operate their respective collection systems.

- <u>Wastewater Conveyance</u>: The District owns, operates, and maintains 14.3 miles of gravity sewer interceptors (12- to 42-inch diameter), 18.2 miles of force mains (4- to 24-inch diameter), flow equalization/diversion facilities, and five wastewater pumping stations. The majority of the system was constructed in the late 1970s and early 1980s.

- <u>Wastewater Treatment</u>: The District's Wastewater Treatment Plant ("**WWTP**") has a permitted average dry weather flow ("**ADWF**") of 19.5 million gallons per day ("**MGD**") and a peak wet weather design flow capacity of 31.1 MGD. In 2025, the annual average daily flow at the WWTP was 13.2 MGD with a maximum wet weather daily flow of 19.1 MGD. The WWTP was placed in service in 1982.

- Recycled Water: The District's Recycled Water Facility ("**RWF**") was constructed in 2001 and has a permitted capacity of 12.8 MGD with 2025 annual average daily flow and maximum daily flows of 6.0 MGD and 12.6 MGD, respectively.

See the caption "THE WASTEWATER SYSTEM OF THE DISTRICT."

Land Use and Service Area

The District is located in the heart of the Northern California Delta region, approximately 45 miles east of San Francisco, and has a service area encompassing 54 square miles with over 73 miles of underground pipeline systems. The District provides wastewater conveyance and treatment services for over 218,000 residents, and commercial and industrial customers in Bay Point, Pittsburg, and Antioch. The District's service area is divided into Zone 1 (Bay Point), Zone 2 (Pittsburg), and Zone 3 (Antioch). The District provides wastewater collection, conveyance, and treatment services in its service area through approximately 73,677 connections (ERUs), with approximately 40,754 connections in Antioch, 25,396 connections in Pittsburg, and 7,527 connections in Bay Point as of June 30, 2026.

The Bay Point, Pittsburg, and Antioch communities are located in eastern Contra Costa County near the confluence of the Sacramento and San Joaquin rivers in the Sacramento-San Joaquin Delta, at the eastern edge of the greater San Francisco Bay Area ("**Bay Area**"). Housing in the area is relatively affordable compared to much of the Bay Area, and significant undeveloped land remains available for future development. The Bay Area Rapid Transit Antioch line and Highway 4 run through the area, connecting local commuters to jobs in other parts of the Bay Area.

The following table shows the population trends for Pittsburg and Antioch, Contra Costa County and the State for the years 2022 to 2026. As reflected in the table below, over the five-year period 2022 through 2026, the California state population increased by approximately 1.1%, while the population of Contra Costa County increased by approximately 0.5%.

CITIES IN DISTRICT WASTEWATER SYSTEM SERVICE AREA[(1)]
CONTRA COSTA COUNTY AND CALIFORNIA
Population Trends[(2)]

	2022	***2023***	***2024***	***2025***	***2026***
Antioch	115,487	116,439	117,696	118,756	118,440
Pittsburg	75,169	75,202	76,139	76,922	76,484
Total Two Cities	190,656	191,641	193,835	195,678	194,924
Contra Costa County	1,158,235	1,152,728	1,163,060	1,167,506	1,163,891
California	39,159,480	39,167,274	39,446,835	39,646,907	39,592,978

(1) Data not available for Bay Point.
(2) As of January 1 of each year for 2022-2026; 2020 Benchmark.
Source: State of California, Department of Finance, *E-4 Population Estimates for Cities, Counties, and the State, 2021 2026, with 2020 Census Benchmark.* Sacramento, California, Released May 1, 2026.

The total civilian labor force in Contra Costa County, representing all people who work or are seeking work, totaled 586,300 in 2025 (most recent calendar year for which information is available). In 2025, the most recent full calendar year of information available, the unemployment rate approximated 4.8% in Contra Costa County. In comparison, the unemployment rate averaged 5.5% in the State of California and 4.3% in the nation as a whole for the same period.

The following table shows the labor force and employment trends for Contra Costa County, the State and the United States for the five years 2021 to 2025.

CONTRA COSTA COUNTY
Labor Force and Employment
Calendar Years 2021 through 2025[(1)]

Year and Area	***Civilian Labor Force[(2)]***	***Employment***	***Unemployment***	***Unemployment Rate***
2021				
Contra Costa County	568,800	534,000	34,800	6.1%
California	19,013,800	17,619,300	1,394,500	7.3
United States	161,204,000	152,581,000	8,623,000	5.3
2022				
Contra Costa County	576,000	556,300	19,700	3.4%
California	19,267,400	18,441,400	826,100	4.3
United States	164,287,000	158,291,000	5,996,000	3.6
2023				
Contra Costa County	582,100	559,500	22,600	3.9%
California	19,514,600	18,593,600	921,000	4.7
United States	167,116,000	161,037,000	6,080,000	3.6
2024				
Contra Costa County	584,500	558,300	26,300	4.5%
California	19,692,800	18,650,700	1,042,200	5.3
United States	168,106,000	161,346,000	6,761,000	4.0
2025				
Contra Costa County	586,300	558,400	27,900	4.8%
California	19,823,800	18,738,500	1,085,300	5.5
United States	170,807,000	163,493,000	7,314,000	4.3

(1) Revised annual averages. March 2025 benchmark.
(2) Total of Employment and Unemployment figures for any year and area may not add to corresponding Civilian Labor Force number due to rounding.
Sources: For State and County information, State of California Employment Development Department, California Labor Market Division, annual information, not seasonally adjusted. For U.S. information, U.S. Department of Labor, Bureau of Labor Statistics.

Median household income was approximately $127,221 in Contra Costa County in 2024 (the most recent calendar year information available). This compares to a median household income in 2024 of approximately $100,149 in California and $81,604 in the United States.

The following table shows the median household income for Contra Costa County, the State and the United States for the five years 2020 to 2024.

CONTRA COSTA COUNTY
Median Household Income

Calendar Years 2020 through 2024 [(1)]

Year and Area		*Median Household Income*[(2)]
2020		
	Contra Costa County	103,997
	California	78,672
	United States	64,994
2021		
	Contra Costa County	111,080
	California	84,907
	United States	69,717
2022		
	Contra Costa County	120,061
	California	91,551
	United States	74,755
2023		
	Contra Costa County	122,794
	California	95,521
	United States	77,719
2024		
	Contra Costa County	127,221
	California	100,149
	United States	81,604

(1) Most recent full calendar year information available.
(2) Median Household Income values are in inflation-adjusted dollars.
Source: U.S. Census Bureau, 1-Year American Community Surveys.

Governance and Management

General. The District is governed by a three member Board of Directors (the "**Board**"), consisting of representatives appointed by the governing bodies of the three service areas: unincorporated Bay Point, City of Pittsburg, and City of Antioch. Each Board member is appointed by the governing body of the jurisdiction they represent, and the term of each appointment is established by the respective legislative body. The current Board members, their represented jurisdictions, appointing legislative bodies, and current terms are presented in the table below.

Board Member	*Expiration of Term*	*Appointment Status*
Monica Wilson, Chair	December, 2026	Council Member, City of Antioch
Jelani Killings, Vice Chair	December, 2028	Council Member, City of Pittsburg
Shanelle Scales-Preston, Director	January, 2029	Supervisor, County of Contra Costa

Day-to-day management of the District is delegated to the General Manager, Vince De Lange. Vince De Lange has served as the General Manager of Delta Diablo since 2017 and has more than 32 years of experience in the water and wastewater industry. He began his career with Delta Diablo as an engineering intern in 1993 and subsequently spent 17 years with the East Bay Municipal Utility District, where he led wastewater capital improvement, planning, design, construction, facilities planning, and resource recovery initiatives.

Earlier in his career, he served as a wastewater process engineer with the San Francisco Public Utilities Commission.

As General Manager, Mr. De Lange has provided strategic and operational leadership for the District, with a focus on infrastructure investment, regulatory compliance, financial sustainability, operational excellence, and innovation. During his tenure, he led the development of the District's Strategic Plan and nutrient management strategy and advanced significant capital investments to address aging infrastructure and meet evolving regulatory requirements, including the District's $210 million Secondary Process Improvements Phase 1 Project. Mr. De Lange holds a Bachelor of Science in Civil Engineering and a Master of Science in Environmental Engineering from the University of California, Berkeley, and is a registered Professional Engineer in California.

Mr. De Lange has announced his retirement effective September 21, 2026, following a distinguished 32-year career dedicated to public service and protecting public health and the environment.

Brian Thomas has been with the District since 2018 and serves as the Deputy General Manager of the District. Mr. Thomas has dedicated his 27-year professional career to the wastewater sector, including serving as Technical Services Manager and Engineering Manager at Central Marin Sanitation Agency (5 years), and Capital Program Manager, Senior Civil Engineer, and Associate Engineer at Napa Sanitation District (8 years); and working at two engineering consulting firms (6 years). He possesses a Bachelor of Science Degree in Civil Engineering from the University of Toledo and is a registered professional engineer (civil) in California. Mr. Thomas has extensive experience managing and directing the daily and strategic activities of the District to support the overall success of the District. He has led strategic initiatives related to capital program management, labor relations and negotiations, financial planning, rate setting, operational efficiency improvements, and information technology utilization.

Nitish Sharma has been with the District since 2023 and serves as the Business Services Director of the District. Mr. Sharma oversees the District's Finance, Information Technology, and Human Resources. With more than 20 years of experience in municipal government, Mr. Sharma has served as the Chief Financial Officer (CFO) for multiple public agencies throughout California. His expertise includes public finance, strategic planning, capital financing, organizational leadership, and business operations. Throughout his career, Mr. Sharma has led initiatives to modernize business processes, strengthen cybersecurity, enhance financial transparency, and support long-term infrastructure planning. He is committed to fostering innovation, operational excellence, and collaborative leadership in support of Delta Diablo's mission to protect public health and the environment.

Murat Bozkurt serves as Engineering Services Director/District Engineer of the District. Mr. Bozkurt is a licensed Professional Civil Engineer in the State of California with a strong background in government administration, specializing in program and project management, contract management, water and wastewater management, construction management, and civil/structural engineering. As Delta Diablo's Engineering Services Director/District Engineer, Mr. Bozkurt directs all activities within the Engineering Services Department, overseeing the planning, design, and construction of capital projects, including the District's Household Hazardous Waste Program. In addition, he manages key organizational functions to support the District's strategic goals. His prior experience includes various engineering and management roles in both private (i.e., MNS) and public sectors (i.e., SFPUC). Mr. Bozkurt earned a Bachelor of Science Degree in Civil Engineering from Middle East Technical University in Turkey. He also received a Master of Science Degree in Civil Engineering from San Francisco State University. Mr. Bozkurt is a key member of the District's Executive Team.

Management Policies. The District has adopted several policies which are designed to ensure the prudent and effective management of District operations, including a strategic plan framework, an investment policy, a reserve policy, and a debt management and continuing disclosure policy. Further information about each such policy is set forth below.

Strategic Plan Framework. On August 18, 2021, the Board approved its Strategic Plan, which provides the strategic framework to guide priorities, focus resources, drive organization improvement, and ensure resiliency against future challenges over a three-year period. The strategic plan framework provides for the integration of condition assessment and master planning. Each Fiscal Year, District staff present proposed strategic initiatives to support the Strategic Plan's implementation. Furthermore, an Annual Performance Report is presented to the Board each year, which includes progress on completing strategic initiatives.

The District's Strategic Plan was adopted by the Board of Directors in August 2021. The Strategic Plan provides the framework for guiding District priorities, focusing resources, supporting organizational improvement, and maintaining resiliency in addressing future challenges. The District annually evaluates its strategic focus areas and organizational priorities to reflect current and emerging needs through the definition and implementation of Strategic Initiatives aligned with the Plan's six goal areas to advance key organizational priorities and support achievement of the District's Mission and Vision.

Investment Policy. The District has adopted its own Investment Policy (Policy No. 3020), most recently adopted by the Board of Directors on February 12, 2020. The Investment Policy governs the investment of the District's funds and is based on applicable provisions of the California Government Code, including Sections 53600 through 53659. The Investment Policy establishes the District's investment objectives, authorized investments, portfolio limitations, maturity requirements, reporting requirements, and other controls relating to the investment of District funds.

The District's unrestricted cash and investments are maintained in the State of California Local Agency Investment Fund ("**LAIF**") and the California Asset Management Program Trust ("**CAMP Trust**") as separately managed investment portfolios. Investment of District funds in LAIF and qualifying local government investment pools is permitted under the Investment Policy, subject to applicable requirements and limitations. Proceeds of debt issuances are subject to the investment provisions of the applicable bond indentures or resolutions and, to the extent such documents are silent regarding permitted investments, are invested in accordance with the District's Investment Policy.

The Investment Policy establishes the following investment objectives, in order of priority: (i) safety of principal; (ii) liquidity; (iii) return on investment; (iv) benchmark for investment; (v) diversification; and (vi) prudence. The primary objective is preservation of principal, followed by maintaining sufficient liquidity to meet the District's cash flow requirements. The Investment Policy seeks to achieve a rate of return that exceeds LAIF and is comparable to the six-month U.S. Treasury index, consistent with applicable safety, liquidity, diversification, and cash flow considerations.

The Investment Policy authorizes investments in U.S. Treasury securities; federal agency and United States government-sponsored enterprise securities; obligations of the State of California and California local agencies meeting specified rating requirements; bankers' acceptances; commercial paper; U.S. corporate debt; negotiable certificates of deposit; certain supranational obligations; LAIF; qualifying local government investment pools; certain joint powers authority investment pools; insured savings and money market accounts; money market mutual funds; and certain mortgage-backed and asset-backed securities. Investments are subject to applicable credit quality, maturity, concentration, and portfolio limitations established by the Investment Policy and California law. Except as otherwise provided by the Investment Policy, investments may not have a remaining maturity exceeding five years at the time of investment.

Management responsibility for the District's investment program is delegated to the General Manager, who may delegate transaction responsibilities to appropriately experienced District staff. The Investment Policy requires the establishment of internal controls designed to protect District funds and prevent errors, misrepresentations, and imprudent actions. District staff provide periodic investment reports to the Board of Directors addressing compliance with the Investment Policy, investments managed by contracted parties, and the District's ability to meet its anticipated expenditure requirements. The Finance Committee also periodically reviews implementation of the District's investment program, investment strategies, and results.

The foregoing summary of the District's Investment Policy does not purport to be complete and is qualified in its entirety by reference to the Investment Policy. Investors should refer to the complete Investment Policy for a description of the District's authorized investments, investment limitations, reporting requirements, and other applicable provisions.

As of June 30, 2026, the District's total cash and investments invested in U.S. treasury and government investment funds were approximately $126.9 million, based on the District's fourth quarter investment report received by the Board. See the caption "FINANCIAL INFORMATION OF THE DISTRICT — Available Cash."

For additional information relating to District's investment policy, see Note 2 to the District's audited financial statements set forth in Appendix A.

Reserve Policy. The District maintains reserves in accordance with its financial policies and five-year financial plan. The District's policy establishes a minimum reserve balance equal to 40% of annual budgeted operating expenditures in the Regional Treatment and Conveyance (Wastewater Operations and Maintenance) Fund. The District also maintains separate fund balances for capital improvements, debt service, regulatory requirements, and other specified purposes. Certain fund balances are restricted, committed, or otherwise designated for specific purposes and are therefore not available for general operating expenditures or debt service.

The District incorporates projected fund balances and reserve levels into its five-year financial planning and Capital Improvement Program. The District's financial planning recognizes the need to maintain adequate resources for ongoing capital renewal, regulatory compliance, and reliable wastewater service. The District's Biennial Budget and five-year financial plan provide for continued investment in the District's wastewater infrastructure and other capital facilities.

Debt Management and Continuing Disclosure Policy. The District has adopted a Debt Management and Continuing Disclosure Policy pursuant to California Government Code Section 8855(i). The policy establishes guidelines for the issuance and management of District debt and requires that debt financing be integrated with the District's capital improvement program, rates, and long-term financial planning.

The District's debt management policies are intended to support prudent financing and maintain cost-effective access to the capital markets. The District considers the useful life of assets to be financed, projected debt service, interest-rate structure, and the impact of debt on customer rates when evaluating new debt. For financial planning purposes, the District targets a minimum debt service coverage ratio of 1.40 times. Debt proceeds are required to be used in accordance with the applicable financing documents, and the District maintains internal controls and procedures relating to the use of proceeds, compliance with debt covenants, post-issuance tax requirements, and continuing disclosure obligations.

The District periodically evaluates its outstanding debt and may consider refinancing opportunities when economically beneficial. The foregoing summaries of the District's reserve and debt management policies do not purport to be complete and are qualified in their entirety by reference to the applicable District policies.

Employees and Employee Benefits

General. As of June 30, 2026, the District had 77 full-time equivalent employees, who work in administrative services, business services, engineering services, and resource recovery services. Most of the District's employees are represented by one of three bargaining units – the Operations & Maintenance ("**O&M**") Representation Bargaining Unit, Local One AFSCME Council 57; the Professional & Technical ("**P&T**") Representation Bargaining Unit, Local One AFSCME Council 57; and the Management Association ("**MA**").

Labor relations between the District and each bargaining unit are governed by memoranda of understanding ("**MOU**"), which expire on June 30, 2029 with respect to the O&M Bargaining Unit, June 30, 2030 with respect to the P&T Bargaining Unit, and June 30, 2031 with respect to the MA. The District has never experienced a strike, slowdown or work stoppage.

Pension Obligations. The District's pension obligations constitute an Operation and Maintenance Cost of the Wastewater System and are payable prior to the Series 2026 Installment Payments.

Accounting and financial reporting by state and local government employers for defined benefit pension plans is governed by Governmental Accounting Standards Board ("**GASB**") Statement No. 68 ("**GASB 68**"). GASB 68 governs the accounting treatment of defined benefit pension plans, including how expenses and liabilities are calculated and reported by state and local government employers in their financial statements. GASB 68 includes the following components: (i) unfunded pension liabilities are included on the employer's balance sheet; (ii) pension expense incorporates rapid recognition of actuarial experience and investment returns and is not based on the employer's actual contribution amounts; (iii) lower actuarial discount rates are required to be used for underfunded plans in certain cases for purposes of the financial statements; (iv) closed amortization periods for unfunded liabilities are required to be used for certain purposes of the financial statements; and (v) the difference between expected and actual investment returns will be recognized over a closed five-year smoothing period. GASB 68 affects the District's accounting reporting and disclosure requirements, but it does not change the District's pension plan funding obligations.

The District participates in a Miscellaneous plan to fund pension benefits for its employees. The District's Miscellaneous plan is administered by the California Public Employees Retirement System ("**CalPERS**"). CalPERS administers an agent multiple-employer public employee defined benefit pension plan for all of the District's permanent employees, with benefits vesting after five years of service. CalPERS provides retirement, disability and death benefits to plan members and beneficiaries and acts as a common investment and administrative agent for participating public entities within the State, including the District. CalPERS plan benefit provisions and all other requirements are established by State statute and the Board.

Benefit provisions for District employees are set forth on the following page.

DELTA DIABLO
CalPERS Miscellaneous Pension Plan – Summary of Benefit Provisions

	Employees Hired Before June 30, 2012	***Employees Hired Between June 30, 2012 and December 31, 2012 and on or after January 1, 2013 who are not a "new member"***	***Employees Hired On and After January 1, 2013; "new member"***
Benefit Formula	2.7% @ age 55	2.0% @ age 55	2.0% @ age 62
Benefit Vesting	5 years of service	5 years of service	5 years of service
Benefit Payments	Monthly for life	Monthly for life	Monthly for life
Retirement Age	55	55	62
Monthly Benefits (as % of Salary)	2.7%	2.0%	2.0%
Employee Contribution Rate	8.0%	7.0%	8.0%

Source: District's Annual Comprehensive Financial Report for the Fiscal Years Ended June 30, 2025 and 2024.

Pension benefits are funded in part by employee contributions and in part by District contributions.

District employees who were hired on or after January 1, 2013 and who were not previously CalPERS members receive benefits based on a 2.0% at age 62 formula; such employees are required to make the full amount of required employee contributions themselves under the California Public Employees' Pension Reform Act of 2013 ("**AB 340**"), which was signed by the State Governor on September 12, 2012. AB 340 established a new pension tier for such employees. Benefits for such participants are calculated on the highest average annual compensation over a consecutive 36-month period. Employees are required to pay at least 50% of the total normal cost rate. AB 340 also capped pensionable income as noted below. Amounts are set annually, subject to Consumer Price Index increases, and retroactive benefits increases are prohibited, as are contribution holidays and purchases of additional non-qualified service credit.

DELTA DIABLO
Pensionable Income Caps for 2026 (AB 340 and Non-AB 340 Employees)

	Before January 1, 2013 (Non-AB 340 Employees)	***After January 1, 2013 (AB 340 Employees)***
Maximum Pensionable Income	$360,000	$191,679
Maximum Pensionable Income if also Participating in Social Security	N/A	$159,733

Source: District.

Additional employee contributions, limits on pensionable compensation and higher retirement ages for new members as a result of the passage of AB 340 are expected to reduce the District's unfunded pension lability and potentially reduce District contribution levels in the long term.

The District is also required to contribute the actuarially determined amounts necessary to fund benefits for employees which are not contributed by the employees themselves. Employer contribution rates for all public employers are determined on an annual basis by the CalPERS actuary and are effective on the July 1 following notice of a change in the rate. Total plan contributions are determined through the CalPERS annual actuarial valuation process. The total minimum required employer contribution is the sum of the plan's employer normal cost rate (expressed as a percentage of payroll), which funds pension benefits for current employees for the upcoming Fiscal Year, plus the employer unfunded accrued liability contribution amount (billed monthly), which funds pension benefits that were previously earned by current and former employees.

The total required employer contribution rates for the current and two prior Fiscal Years were as follows:

DELTA DIABLO
CalPERS Miscellaneous Plan – Employer Contribution Rates

Benefit Plan	***Fiscal Year 2025***	***Fiscal Year 2026***	***Fiscal Year 2027***
2.7% @ age 55	15.920% of payroll	15.980% of payroll	15.960% of payroll
2.0% @ age 55	12.410% of payroll	12.470% of payroll	12.450% of payroll
2.0% @ age 62 (AB 340 Employees)	8.070% of payroll	8.160% of payroll	8.130% of payroll
Unfunded Accrued Liability (UAL)[(1)]	$1,860,829	$2,182,589	$2,432,465

(1) The CalPERS Unfunded Accrued Liability (UAL) contribution is assessed as a fixed dollar amount and is not allocated to individual benefit plans beginning with Fiscal Year 2026-27.
Source: District.

The District's required contributions to CalPERS fluctuate each year and, as noted, include a normal cost component and a component equal to an amortized amount of the UAL. Many assumptions are used to estimate the ultimate liability of pensions and the contributions that will be required to meet those obligations. The CalPERS Board of Administration has adjusted and may in the future further adjust certain assumptions used in the CalPERS actuarial valuations, which adjustments may increase the District's required contributions to CalPERS in future years. Accordingly, the District cannot provide any assurances that the District's required contributions to CalPERS in future years will not significantly increase (or otherwise vary) from any past or current projected levels of contributions.

CalPERS earnings reports for Fiscal Years 2013 through 2025 report investment gains (and losses) of approximately 13.2%, 18.4%, 2.4%, 0.6%, 11.2%, 8.6%, 6.7%, 4.7%, 21.3%, (6.1%), 5.8%, 9.3% and 11.6%, respectively. See the caption "RISK FACTORS—System Expenses." The District can provide no assurance that CalPERS' earnings will not be reduced in future Fiscal Years as a result of lower-than-expected investment returns.

The announcement on July 12, 2021 that CalPERS achieved investment returns of 21.3% in Fiscal Year 2021 caused the CalPERS Board of Administration to lower CalPERS' discount rate from 7.00% to 6.80% in fall 2021 in accordance with a risk mitigation policy that was adopted in 2015, which calls for the discount rate to be lowered if returns exceed the then-current discount rate by two or more percentage points. Lowering the discount rate means that employers that contract with CalPERS to administer their pension plans will see increases in their normal costs and unfunded actuarial liabilities. Active members hired after January 1, 2013 who were not previously CalPERS members will also see their contribution rates rise under AB 340. For Fiscal Year 2025-26, the CalPERS discount rate remained at 6.80%.

For Fiscal Years 2023, 2024 and 2025, the District made total required Miscellaneous plan contributions of $2,519,840, $2,604,552 and $2,971,628, respectively. Such contributions constitute an Operation and Maintenance Cost of the Wastewater System that is payable prior to the Series 2026 Installment Payments.

Portions of the above information are primarily derived from information that has been produced by CalPERS, its independent accountants and its actuaries. The District has not independently verified such information and neither makes any representations nor expresses any opinion as to the accuracy of the information that has been provided by CalPERS.

The comprehensive annual financial reports of CalPERS are available on CalPERS' Internet website at www.calpers.ca.gov. The CalPERS website also contains CalPERS' most recent actuarial valuation reports and other information that concerns benefits and other matters. The textual reference to such Internet website is provided for convenience only. None of the information on such Internet website is incorporated by reference herein. The District cannot guarantee the accuracy of such information. Actuarial assessments are "forward-looking" statements that reflect the judgment of the fiduciaries of the pension plans and are based upon a variety of assumptions, one or more of which may not materialize or be changed in the future.

The District's Miscellaneous plan had a total net pension liability of approximately $23,457,269 for the Fiscal Year ended June 30, 2023, $25,329,326 for the Fiscal Year ended June 30, 2024 and $24,688,304 for the Fiscal Year ended June 30, 2025. The net pension liability is the difference between the total pension liability and the fair market value of pension assets. The District's total pension assets include funds that are held by CalPERS, and its net pension asset or liability is based on such amounts.

A summary of principal assumptions and methods used to determine the total pension liability for Fiscal Year 2025 is shown below.

DELTA DIABLO
Actuarial Assumptions for CalPERS Miscellaneous Pension Plan

Actuarial Cost Method	Entry Age Normal Cost Method in accordance with the requirements of GASB 68
Actuarial Assumptions:	
Discount Rate	6.80%
Inflation	2.30%
Rate of Return	6.80% net of pension plan investment and administrative expenses
Salary Increases	Varies by Entry Age and Service
Mortality Rate Table(1)	Derived using CalPERS' membership data for all funds
Post Retirement Benefit Increases	The lessor of contract cost of living adjustment or 2.30% until Purchasing Power Protection Allowance floor on purchasing power applies, 2.30% thereafter

(1) The mortality table used was developed based on CalPERS-specific data. The rates incorporate Generational Mortality to capture ongoing mortality improvement using 80% of Scale MP 2020 published by the Society of Actuaries.
Source: District.

The Fiscal Year 2025 funded ratio for the District's Miscellaneous plan is as follows:

DELTA DIABLO
CalPERS Miscellaneous Pension Plan Schedule of Funding Progress as of June 30, 2024

Market Value of Assets	***Actuarial Accrued Liability***	***Unfunded Actuarial Accrued Liability***	***Funded Ratio***
$67,697,718	$93,228,485	$ 25,530,767	72.6%

Source: CalPERS Actuarial Valuation for the Rate Plans of the Delta Diablo in the Miscellaneous Risk Pool as of June 30, 2024 (the "CalPERS Actuarial Valuation").

The total net pension liability for the District's proportionate share of the net pension liability was as follows:

DELTA DIABLO
CalPERS Miscellaneous Pension Plan Net Pension Liability

	2025 Proportionate Share of Net Pension Liability	***2024*** Proportionate Share of Net Pension Liability
CCCERA Plan[(1)]	$ 1,354,014	$ 1,834,038
Miscellaneous	23,334,290	23,495,288
Total Net Pension Liability	$24,688,304	$25,329,326

(1) See the caption "—Contra Costa County Employees Retirement Association Closed Plan" below.
Source: District.

The following table presents the net pension liability of the District's Miscellaneous plan, calculated using the discount rate as of June 30, 2024 (which was applicable to Fiscal Year 2025 (6.80%)), as well as what the net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (5.80%) or 1 percentage point higher (7.80%) than the current rate:

DELTA DIABLO
Sensitivity of the Miscellaneous Plan Net Pension Liability to Changes in the Discount Rate

	Discount Rate – 1% (5.80%)	*Current Discount Rate (6.80%)*	*Discount Rate + 1% (7.80%)*
Plan's Net Pension Liability/(Asset)	$35,987,504	$23,334,290	$12,918,833

Source: District.

The District's projections of Operation and Maintenance Costs under the caption "FINANCIAL INFORMATION—Projected Operating Results and Debt Service Coverage" do not assume unusual increases in CalPERS normal cost contributions in the future. However, future changes in funding policies and assumptions, including those related to assumed rates of investment return, could trigger increases in the District's annual required contributions, and such increases could be material to the finances of the District. No assurance can be provided that such expenses will not increase significantly in the future. The District does not expect that any increased funding of pension benefits will have a material adverse effect on the ability of the District to pay the Series 2026 Installment Payments.

For additional information relating to the District's CalPERS Miscellaneous pension plan, see Note 9 to the District's audited financial statements set forth in Appendix A.

Contra Costa County Employees Retirement Association Closed Plan. The District discontinued participation in the Contra Costa County Employees Retirement Association ("**CCCERA**") effective June 20, 2004. The termination agreement provides for an evaluation of any additional liability owed to CCCERA every three years. CCCERA retained certain assets contributed by the District and they remain responsible for retiree benefits for retirees and deferred vested members who were not transferred to the CalPERS system. CCCERA's actuary has conducted and determined the District's termination liability using the triennial experience analysis as of December 31, 2015. Based on this analysis and in accordance with the termination agreement with CCCERA, the District's unfunded obligation of $2,017,307 is to be amortized over 15 years, resulting in annual payments of $221,489 which started December 31, 2016. In February 2026, CCCERA's actuary completed an update of the District's withdrawal liability as of December 31, 2024. The analysis determined an unfunded obligation of $803,322, representing a funded ratio of 92.93% and an annual payment of $86,813 beginning December 31, 2025. The annual payment is scheduled to continue under a new 15-year amortization period, subject to future triennial updates. The actuarial pension expense for CCCERA was $231,453 and $71,639 for the years ending June 30, 2025 and 2024, respectively. As of June 30, 2025 and 2024, the District recorded a net pension liability of $1,354,014 and $1,834,038 under the CCCERA plan, as well as deferred outflows of $622,832 and $1,148,197 and deferred inflows of $315,264 and $129,152, respectively.

Other Post-Employment Benefits. In addition to the pension benefits that are described under the subcaption "—Pension Obligations," the District provides post-retirement health care benefits ("**OPEB**") to eligible retirees pursuant to MOUs with employee bargaining groups. Such benefits constitute an Operation and Maintenance Cost of the Wastewater System that is payable prior to the Series 2026 Installment Payments. Under the MOU, the District contracts with CalPERS to provide post-retirement health benefits to eligible retirees through the Public Employees' Medical and Hospital Care Act ("**PEMHCA**") program. The District administers a defined-benefit postemployment healthcare plan. On December 9, 2009, the District established an irrevocable exclusive agent multiemployer benefit trust ("**OPEB Trust**") administered by Public Agency Retirement Services ("**PARS**"). The trust is used to accumulate and invest assets necessary to reimburse retirees. PARS issues no separate financial reports for the OPEB Trust. As of June 30, 2026, approximately $24.2 million was on deposit in the OPEB Trust. GASB Statement No. 75 ("**GASB 75**") requires governmental agencies to account for and report outstanding obligations and commitments related to OPEB in essentially the same manner as for pensions.

OPEB benefits vary by employee hire date, length of service, and CalPERS service credits. The District plans to fund the benefits provided under the plan over a 30-year period, with minimal impacts on District ratepayers. As part of the annual budget development process, the Board includes sufficient funding to cover the Actuarially Determined Contributions ("**ADC**") based on the actuarial report prepared in compliance with GASB 75. The annual ADC is deposited in the OPEB trust fund managed by PARS.

On July 14, 2010, the Board adopted the District's Retiree Health Funding Plan, which includes the cost-sharing of the retiree health benefits with employees. Effective July 1, 2010, employees contribute 1% of their base salary towards pre-funding the OPEB liability in the trust fund. Effective July 1, 2011, employees' contribution to pre-fund the OPEB liability increased to 2% and 3% on July 1, 2012.

As of the fiscal year ended June 30, 2025, the MOUs stipulate that only the Local One AFSCME Council 57 for Professional and Technical Representation Bargaining Unit and Management Association Bargaining Unit employees hired on or before October 15, 2022, along with Local One AFSCME Council 57 for the Operations & Maintenance Representation Bargaining Unit hired on or before February 4, 2023, are required to contribute 3% of salaries to the OPEB Trust. The District continues to fund the OPEB liability based on the ADC determined for the fiscal year.

As of June 30, 2025, there were 67 active plan members, 72 inactive employees or beneficiaries receiving benefit payments, and no inactive employees entitled to but not yet receiving benefit payments. Actuarially determined contributions of $591,000, $533,000 and $457,000 were recognized for OPEB in Fiscal Years 2023, 2024 and 2025, respectively.

Changes in the net liability for the District's OPEB plan were as follows.

DELTA DIABLO
Changes in OPEB Plan Liability

	Increase / (Decrease)		
	Total OPEB Plan Liability	**Plan Fiduciary Net Position**	**Net OPEB Plan Liability / (Asset)**
Balance at June 30, 2024	$ 20,742,190	$ 20,070,932	$ 671,258
Balance at June 30, 2025	21,242,324	21,676,054	(433,730)
Net Changes for period from July 1, 2024 through June 30, 2025	$ 500,134	$ 1,605,122	$(1,104,988)

Source: District.

The following table presents the net liability of the District's OPEB plan, calculated using the discount rate applicable to Fiscal Year 2025 (5.75%), as well as what the net OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower (4.75%) or 1 percentage point higher (6.75%) than the Fiscal Year 2025 rate:

DELTA DIABLO
Sensitivity of the OPEB Plan Net Liability to Changes in the Discount Rate

	Discount Rate – 1% (4.75%)	***Applicable Discount Rate (5.75%)***	***Discount Rate + 1% (6.75%)***
Plan's Net Liability/(Asset)	$2,126,900	$(433,730)	$(2,567,617)

Source: District.

The District's projections of Operation and Maintenance Costs under the caption "FINANCIAL INFORMATION—Projected Operating Results and Debt Service Coverage" do not assume unusual increases in OPEB funding expenses in the future. However, future changes in funding policies and assumptions, including those related to assumed rates of investment return and healthcare cost inflation, could trigger increases in the District's annual required contributions, and such increases could be material to the finances of the District. No assurance can be provided that such expenses will not increase significantly in the future. The District does not expect that any increased funding of OPEB will have a material adverse effect on the ability of the District to pay the Series 2026 Installment Payments.

For additional information relating to the OPEB plan, see Note 10 to the District's audited financial statements set forth in Appendix A.

Budget Process

The biennial budget serves as the foundation for the District's financial planning and control and incorporates the District's operating, capital, debt service, revenue, reserve, and long-term financial planning requirements. The budget process includes review of projected revenues, operating expenditures, capital improvement needs, debt service, reserve levels, and other financial considerations. The General Manager and District management work with the various departments to develop and evaluate budget requests and key assumptions. The Business Services Department presents the proposed biennial budget to the Board of Directors for review, discussion, and public comment.

The Board of Directors adopts the biennial budget by resolution and may amend the budget during the biennium as necessary. The District's current Biennial Budget for Fiscal Years 2025-26 and 2026-27 was adopted on June 26, 2025.

The Fiscal Year 2025-26 Budget totals approximately $58.2 million, including $35.8 million for operations, $20.5 million for capital expenditures, and $1.9 million for debt service. The Fiscal Year 2026-27 Budget totals approximately $85.5 million, including $37.2 million for operations, $46.4 million for capital expenditures, and $1.9 million for debt service. The District's preliminary five-year CIP is for Fiscal Year 2026-27 to Fiscal Year 2030-31 is $310 million and provides for significant investment in aging infrastructure, regulatory compliance, treatment capacity, and system reliability. The District's financial plan anticipates approximately $82 million of debt financing over the five-year period to support these capital requirements while managing the impact on customer rates. (See "THE PROJECT.")

The District continues to focus on managing operating costs and maintaining financial capacity. Operating expenditures are budgeted to increase by approximately 3.1% in Fiscal Year 2025-26 and 4.0% in Fiscal Year 2026-27. The District maintains a minimum economic reserve target equal to 40% of annual wastewater operations and maintenance expenditures. In Fiscal Year 2024-25, economic reserves were approximately 65% of the wastewater operations and maintenance budget, and the District's debt service coverage ratio was 12.05 times, compared with District policy targets of at least 40% and 1.40 times, respectively. As of June 30, 2026, the District had unrestricted cash and investments of approximately $124.5 million in the Wastewater Fund, equivalent to approximately 1,398 days cash on.

The District has received recognition from the Government Finance Officers Association of the United States and Canada ("**GFOA**") for excellence in financial reporting and budget presentation. The District received four GFOA awards recognizing its Fiscal Year 2025-2027 Budget Book and Fiscal Year 2024-2025 Annual Comprehensive Financial Report, reflecting the District's commitment to financial reporting, transparency, and effective communication of financial information. The District also received a clean audit opinion on its Fiscal Year 2024-2025 Annual Comprehensive Financial Report, with no material weaknesses identified.

District Insurance

The California Sanitation Risk Management Authority ("**CSRMA**"), a public entity risk pool currently operating as a common risk management and insurance program for 61 member entities, provides risk management services to the District. The purpose of CSRMA is to spread the adverse effects of losses among the member entities and to purchase excess insurance as a group, thereby reducing its cost. CSRMA is governed by a board consisting of a representative from each member agency. The board controls the operations of the CSRMA, including selection of management and approval of operating budgets.

The District pays an annual premium to CSRMA for its general liability including auto liability, employment practices, and public entity errors and omissions, property damage including boiler & machinery and terrorism, cyber liability, pollution liability, workers compensation insurance, and automobile physical damage coverage.

The District's coverages under CSRMA include the following: (i) general liability coverage of up to $26,000,000 per occurrence with a $100,000 deductible; (ii) worker's compensation with statutory limits and employer's liability coverage of up to $1,000,000, with no deductible; (iii) cyber liability coverage of up to $4,000,000, with a $50,000 deductible; and (iv) auto comprehensive and collision coverage of up to $1,483,033 per occurrence, with a $1,000 or $2,000 deductible. The District does not maintain earthquake insurance for all of its assets. Earthquake and flood coverage is maintained for select District assets, with coverage limits of up to $5 million.

The District also maintains employee fidelity bonds to protect against the risk of employee theft or misuse or misappropriation of District funds. Settled claims for CSRMA or employee fidelity bonds have not exceeded coverage in any of the past three fiscal years.

The District can provide no assurance that it will maintain the above insurance coverage amounts while the Certificates are outstanding. See Appendix B under the caption "INSTALLMENT PURCHASE AGREEMENT—PARTICULAR COVENANTS—Insurance" for a description of insurance coverages that are required to be maintained while the Certificates are outstanding.

For additional information relating to the District's insurance coverages, see Note 11 to the District's financial statements set forth in Appendix A.

Outstanding Parity Obligations

The following District obligations are payable from Net Revenues on a parity with the obligation of the District to pay the Certificates.

2011 Installment Sale Agreement. On June 9, 2011, the District entered into an installment sale agreement (the "**2011 ISA**") with Municipal Finance Corporation, which was subsequently assigned to City National Bank on June 22, 2011, for the purpose of financing a solar energy project for the Wastewater System. The agreement amount has a stated interest rate of 4.9% per annum. Principal and interest payments are due semi-annually on December 24 and June 24, maturing on June 24, 2031, and are payable from revenues of the District. As of June 30, 2026, the 2011 ISA was outstanding in the principal amount of $759,815.

2011 WW State Revolving Fund Loan. On March 25, 2011, the District entered into a loan contract (the "**2011 WW Loan**") with the State Water Resources Control Board (the "**SWRCB**"), for the purpose of financing certain improvements to the Wastewater System. Principal payments are due annually through Fiscal Year 2032-2033, and the loan amount has a stated interest rate of 2.60% per annum. As of June 30, 2026, the 2011 WW Loan was outstanding in the principal amount of $2,064,30.

2015 Bay Point State Revolving Fund Loan. On October 8, 2014, the District entered into a loan agreement (the "**2015 Bay Point Loan**") with the SWRCB for the purpose of financing certain improvements to the Wastewater System. The loan has a 30-year term and stated interest of 1.9% per annum. Principal and interest payments are due semiannually, on November 1 and May 1, maturing on November 1, 2044. As of June 30, 2026, the 2015 Bay Point Loan was outstanding in the principal amount of $817,681.

2016 Pittsburg State Revolving Fund Loan. On October 24, 2014, the District entered into a loan agreement (the "**2016 Pittsburg Loan**") with the SWRCB for the purpose of financing certain improvements to the Wastewater System. The loan has a 30-year term and stated interest of 1.9% per annum. Principal and interest payments are due semi-annually, on November 1 and May 1, maturing on November 1, 2046, from the Waste Water Fund (75%) and Bay Point Collection Fund (25%). As of June 30, 2026, the 2016 Pittsburg Loan was outstanding in the principal amount of $8,825,184.

2016 Wastewater State Revolving Fund Loan. On August 8, 2014, the District entered into a loan agreement (the "**2016 WW Loan**") with the SWRCB for the purpose of financing certain improvements to the Wastewater System. The loan has a 30-year term and stated interest of 1.9% per annum. Principal and interest payments are due semiannually, on November 1 and May 1, maturing on November 1, 2045. As of June 30, 2026, the 2016 WW Loan was outstanding in the principal amount of $1,498,705.

2019 Wastewater State Revolving Fund Loan. On August 8, 2014, the District entered into a loan agreement with the SWRCB (the "**2019 WW Loan**") for the purpose of financing certain improvements to the Wastewater System. The loan principal has a 30-year term and stated interest of 1.9% per annum. Principal payments are due annually on December 31, and interest payments are due semiannually, on June 30 and

December 31. Payments mature on December 31, 2052. As of June 30, 2026, the District has drawn down a total of $13,500,000 and interest of $356,415 has been transferred to principal, for a total principal payable outstanding on the 2019 WW Loan of $12,894,587.

2020 Wastewater State Revolving Fund Loan. On August 8, 2014, the District entered into a loan agreement (the "**2020 WW Loan**") with the SWRCB for the purpose of financing certain improvements to the Wastewater System. The loan has a 30-year term and stated interest of 1.9% per annum. Principal payments are due annually on December 1, and interest payments are due semiannually, on December 1 and June 1. Payments mature on December 1, 2050. As of June 30, 2025, the 2020 WW Loan was outstanding in the principal amount of $2,785,149.

Future Capital Improvements

The District prepares and adopts a 5-Year Capital Improvement Program ("**CIP**") as part of the rate setting process that identifies and sets priorities for all major capital assets to be acquired, constructed, or replaced by the District. The CIP is included in the budget and updated at least biennially as part of the budget process. The District's current five-year CIP was included in the District's adopted budget. The CIP guides planning, design, construction, and financing of prioritized capital projects in the District's wastewater conveyance, collection, and treatment systems.

The CIP is updated, as needed, but no less than biennially, to reflect current priorities, address new project needs, and adjust estimated project costs and implementation schedules. In addition, this process assists in identifying long-term financial and resource needs and budget appropriations required to support project implementation at the start of each fiscal year. The CIP was used to develop the sewer service charges for Fiscal Year 2025-26, as well as the maximum allowable sewer service charges for Fiscal Year 2026-27 through Fiscal Year 2029-30. In April 2026, the District presented to the Board a preliminary Fiscal Year 2026-27 update to reflect the updated construction cost estimates and cashflow projections. The updated capital program and associated financial planning assumptions were used in developing the Fiscal Year 2026-27 sewer service charge adjustment. Following Board approval each year, the applicable sewer service charges will be implemented and placed on the County tax roll.

The preliminary Fiscal Year 2026-27 through Fiscal Year 2030-31 CIP includes approximately $306.5 million in infrastructure investment needs. Key CIP highlights include the following:

- **Secondary Process Improvements Phase 1 Project**: This multi-year, multi-phase project will address aging infrastructure, accommodate growth, and long-term nutrient management at the WWTP. Phase 1 will replace existing tower trickling filters with new aeration basin capacity, providing additional aeration basin volume for growth, and establishing foundational infrastructure for future nutrient removal. Design was completed in June 2026, and construction is to be completed by May 2031. The estimated total project cost is $210 million, with funding to come from a portion of the proceeds of the Certificates and District funds (Wastewater Capital Asset Replacement Fund, Wastewater Expansion Fund, and Wastewater Advanced Treatment Fund). Phase 2 will follow approximately 10 years after Phase 1 with a focus on constructing additional aeration basin volume and associated improvements to meet nutrient removal requirements.

- **Antioch Pump Station and Conveyance System Improvements:** This multi-year project will assess the Antioch conveyance system, which consists of two 24-inch force mains—AFM 101 and AFM 102. The project primarily involves conducting alignment study and design activities related to Antioch conveyance system, including the Antioch and Bridgehead Pump Stations, to develop a major project to address deficiencies and ensure long-term operational reliability. Design completion is expected in 2027, and construction is to be completed by 2030. The estimated total project cost is $22.32 million, with funding to come from District funds (Wastewater Capital Asset Replacement Fund and Wastewater Expansion Fund).

- **Cogeneration System Improvements Project:** This project will renew aging infrastructure to support continued generation of onsite renewable energy via biogas utilization by replacing the existing 0.8-megawatt cogeneration engine, and supporting biogas conditioning equipment and control systems at the WWTP. Construction commenced in fall 2024 with completion anticipated in summer 2028. The estimated total project cost is $17.3 million, with funding budgeted to come from District funds (Wastewater Capital Asset Replacement Fund).

- **Manhole, Gravity Interceptor, and Easement Road Improvements Phase 2 Project:** This project will assess and repair/replace additional at-risk manholes and improve access to critical assets in the Shore Acres and Willow Pass Systems. The project will also rehabilitate the Arcy Lane Junction Structure. Design was initiated in Fiscal Year 2024-25 with construction beginning in Fiscal Year 2026-27, and construction completion is expected by June 2029. The estimated total project cost is $13.65 million, with funding to come from District funds (Wastewater Capital Asset Replacement Fund and Bay Point Collections Fund).

- **Shore Acres Forcemain Repair Project:** This project (the Shore Acres ECA project described below under the caption "Regulatory Matters—San Francisco Bay Regional Water Quality Control Board Settlement Agreement and Stipulated Order") consists of rehabilitating the existing 16-inch discharge forcemain from Shore Acres Pump Station and installation of a new parallel forcemain, to ensure conveyance reliability of wastewater flows from Bay Point. Design was completed by March 2026, and construction is to be completed by June 2028. The estimated total project cost is $11.0 million, with funding budgeted to come from District funds (Wastewater Capital Asset Replacement Fund).

- **Digester Nos. 1 and 3 Rehabilitation:** This project consists of cleaning and assessing the existing condition of Digester Nos. 1 and 3, demolishing various components, and installing miscellaneous new equipment and piping associated with these digesters. Design was completed by March 2026, and construction is to be completed by June 2028. The estimated total project cost is $2.9 million, with funding budgeted to come from District funds (Wastewater Capital Asset Replacement Fund).

  See "—Projected Operating Results and Debt Service Coverage" below for additional information.

The District's CIP is subject to change based on future rate increases, funding availability, and District staff capacity, and the project costs and timing of projects are likely to be revised from time to time.

Financial Statements

A copy of the most recent audited financial statements of the District prepared by Maze & Associates, Pleasant Hill, California (the "**Auditor**") are attached as Appendix A hereto (the "**Financial Statements**"). The Auditor's letter dated November 6, 2025 is set forth at the beginning of the Financial Section of the Financial Statements. The Financial Statements should be read in their entirety. The Auditor has not been engaged to perform, and has not performed, since the date of its letter included in the Financial Statements, any procedures on the Financial Statements. The Auditor also has not performed any procedures relating to the Official Statement and has no responsibility for the contents hereof.

The summary operating results that are contained under the caption "FINANCIAL INFORMATION OF THE DISTRICT—Historical Operating Results and Debt Service Coverage" are derived from the Financial Statements and audited financial statements for prior Fiscal Years (excluding certain non-cash items and after certain other adjustments), and are qualified in their entirety by reference to such statements, including the notes thereto.

The District accounts for moneys received and expenses paid in accordance with generally accepted accounting principles applicable to public entities ("**GAAP**"). Generally, the District recognizes revenues and expenses on the full accrual basis of accounting, meaning that revenues are recognized in the accounting period in which they are earned and expenses are recognized in the period incurred, regardless of when the related cash flows take place. However, in certain cases, GAAP requires or permits moneys that are collected in one Fiscal Year to be recognized as revenue in a subsequent Fiscal Year and requires or permits expenses that are paid or incurred in one Fiscal Year to be recognized as expenses in a subsequent Fiscal Year. See Note 1 to the financial statements that are set forth in Appendix A. Except as otherwise expressly noted herein, all financial information that has been derived from the District's audited financial statements reflects the application of GAAP.

The District's activities are accounted for as a proprietary fund type (enterprise fund) using the economic resources measurement focus. In governmental accounting, enterprise funds are used to account for operations that are financed and operated in a manner similar to private business enterprises, where the intent is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis are to be financed or recovered primarily through user charges, or where periodic determination of revenues earned, expenses incurred and/or net income is deemed appropriate for capital maintenance, public policy, management control, accountability or other purposes.

The Financial Statements are public documents and the District has not sought the approval of the Auditor to append the Financial Statements to this Official Statement. The Auditor has neither performed any post-audit review of the financial condition of the District nor reviewed or audited this Official Statement.

THE WASTEWATER SYSTEM OF THE DISTRICT

General

The District has broad general powers over the collection, treatment and disposal of wastewater within District boundaries. The District also sells recycled water that it produces at its tertiary wastewater treatment plant, the RWF, which is not part of the Wastewater System. Additional resource recovery services include pollution prevention, energy recovery, and beneficial use of biosolids. The District provides wastewater conveyance and treatment services for over 218,000 residents, and commercial and industrial customers in Bay Point, Pittsburg, and Antioch. The District's service area is divided into Zone 1 (Bay Point), Zone 2 (Pittsburg), and Zone 3 (Antioch). The District provides wastewater collection, conveyance, and treatment services in its service area via 56,834 parcels, with total ERU's of 73,677 (approximately 40,754 connections in Antioch, 25,396 connections in Pittsburg, and 7,527 connections in Bay Point) as of June 30, 2026. See the caption "—Historical Wastewater System Connections."

The District owns, operates, and maintains the Wastewater System, which includes approximately 43 miles of gravity sewer lines in the Bay Point wastewater collection system (the cities own, operate and maintain the collection systems in Antioch and Pittsburg, which discharge into the District's wastewater conveyance system), 18.2 miles of pressurized sewer force mains and 14.3 miles of gravity sewer interceptors, 5 pump stations and 1 flow equalization facility with 5.27 million gallons of flow equalization storage facilities, and the WWTP with 16 million gallons of on-site storage basin volume. The District also owns, operates, and maintains the RWF, and 16 miles of recycled water distribution pipelines, which is not part of the Wastewater System. See the caption "—District Facilities."

District Facilities

Wastewater Treatment Plant. The WWTP, located off the Pittsburg-Antioch Highway in northwest Antioch, was officially opened on May 13, 1982. The passage of the Clean Water Act in 1972 and local efforts to consolidate these critical public services ultimately led to design and construction of the WWTP (originally referred to as the Industrial Shore Water Pollution Control Facility) to serve customers in Antioch, Pittsburg, and West Pittsburg (now Bay Point).

Major treatment processes at the WWTP include screening, grit removal, primary clarification, tower trickling filters, aeration, secondary clarification, disinfection, and dechlorination. Secondary effluent is discharged to the New York Slough in the Sacramento-San Joaquin River Delta or diverted to the RWF prior to chlorination/dechlorination for further treatment and distribution to local recycled water customers. The WWTP has a rated average dry weather flow ("**ADWF**") permitted capacity of 19.5 MGD and a peak wet weather hydraulic capacity of 31.1 MGD. Historically, the average daily flows have remained below the plant's rated ADWF capacity. See the caption "—Historical Wastewater System Daily Average Flow" for historical daily average flow at the WWTP.

Treatment Process. The WWTP treats an annual average of approximately 13.5 MGD influent wastewater through secondary treatment. Flow is screened through mechanical bar screens. Grit is then removed through aerated grit chambers. Flow is then treated through 70-foot diameter primary clarifiers. Primary effluent can be equalized in either the Flow Equalization Basin or the Equalization Storage Basin during peak flow events. The Tower Pump Station pumps primary effluent to the Tower Trickling Filters ("**TTF**"). Flow from the TTF is combined with Return Activated Sludge and aerated in aeration basins. Mixed Liquor Suspended Solids from the aeration basins is then clarified in circular secondary clarifiers. Secondary effluent may be diverted to the RWF for recycling or be disinfected and dechlorinated prior to discharge to the New York Slough.

Waste activated sludge is thickened in gravity belt thickeners ("**GBTs**"). The thickened waste activated sludge is combined with primary sludge from the WWTP primary clarifiers and treated in 1.1 million gallon anaerobic digesters. The digested sludge is then dewatered in two centrifuges. Dewatered biosolids from the facility is land applied. Filtrate from the GBTs and centrate from the centrifuges is then returned to the main flow upstream of the TTF.

Recycled Water Facility. The RWF, also located off the Pittsburg-Antioch Highway in northwest Antioch, is a recycled water production and distribution system for industrial use and landscape irrigation. The RWF has generated 26 billion gallons of recycled water to date. The RWF treatment processes include flocculating clarification, continuous backwash sand media filtration, and chlorine contact basins. The permitted capacity of the chlorine contact basins is currently 12.8 MGD, which is the limiting capacity of the three RWF treatment processes.

The RWF produces an annual average of 6.7 million gallons per day of recycled water each year. See the caption "—Recycled Water." The RWF is not part of the Wastewater System.

Other Facilities. In addition to the WWTP and RWF, the District owns, operates, and maintains approximately 43 miles of gravity sewer lines in the Bay Point wastewater collection system, 18.2 miles of pressurized sewer force mains and 14.3 miles of gravity sewer interceptors, and 16 miles of recycled water distribution pipelines. The District also owns, operates, and maintains 5 pump stations and 1 flow equalization facility with 5.27 million gallons of flow equalization storage facilities: the Bridgehead Pump Station, Antioch Pump Station, Pittsburg Pump Station, Shore Acres Pump Station, Broadway Flow Equalization Facility and Triangle Pump Station.

Energy Cogeneration and Recovery. The District operates an existing cogeneration system at the WWTP capable of generating heat for the anaerobic digesters as well as producing energy to reduce the amount of power needed to be purchased from the grid to run the plant. At current influent flows (13.2 MGD) the District beneficially reuses 100% of biosolids generated at the WWTP, primarily through land application. Additionally, the District historically generates 54% of the WWTP's electricity demand by producing renewable energy through fueling the District's 800-kW cogeneration engine with biogas produced from anaerobic digestion. The current Cogeneration System Improvements Project is in the process of replacing the existing 800-kW engine with a new 1250-kW engine further increasing the electrical generation capacity of the facility.

Regulatory Matters

Treated effluent standards are dictated pursuant to the terms of a National Pollutant Discharge Elimination System ("**NPDES**") permit (Permit No. CA0038547) issued by the State Department of

Environmental Protection, Regional Water Quality Control Board, San Francisco Bay Region (the "**Regional Board**"). The Regional Board administers NPDES regulations promulgated by the United States Environmental Protection Agency and Division 7 of the State Water Code and regulations thereunder. The current District-issued NPDES Permit (R2-2026-004) was adopted on February 11, 2026, and is scheduled to expire on March 31, 2031.

The District is responsible for satisfying federally and State-mandated discharge requirements. The requirements include schedules for monitoring operations to assure discharge compliance and protection of the Sacramento-San Joaquin Delta. There are currently no pending actions by the Regional Board with respect to the Wastewater System.

Flow from the WWTP that is not recycled for beneficial reuse by the RWF is discharged through a deepwater outfall and is subject to regulations by the Regional Board. The WWTP is meeting all permitted objectives pursuant to the current discharge limitations outlined in the District's NPDES permit.

Beyond the permitted requirements, the current nutrient watershed permit, NPDES Permit No. CA0038873, requires that dischargers monitor WWTP influent and effluent for nutrients. The District monitors WWTP influent for ammonia, total Kjeldahl nitrogen, nitrate-nitrite, and total phosphorus and monitors WWTP effluent for ammonia, total Kjeldahl nitrogen, nitrate-nitrite, and total phosphorus. Effluent ammonia was monitored regularly prior to the nutrient watershed permit monitoring requirements as the WWTP has a monthly ammonia limitation of 170 mg/L nitrogen. Results from monitoring indicate that the WWTP is not performing nitrification but is achieving inadvertent phosphorus removal through chemical precipitation means because of return of RWF solids to the WWTP headworks.

In July 2024, the Regional Board implemented a regulatory mandate for all 37 Bay Area wastewater facilities to meet new nutrient removal requirements to reduce the potential for algal blooms in the San Francisco Bay with a 10-year compliance timeline. The District has identified the WWTP capital project improvements necessary to meet this regulatory mandate at the WWTP over the next ten years via the Secondary Process Improvements Phase 1 Project. The District is planning for a Secondary Process Improvements Phase 2 Project, which will address growth and the increased nutrient loading associated with that growth. See the caption "THE DISTRICT—Future Capital Improvements."

San Francisco Bay Regional Water Quality Control Board Settlement Agreement and Stipulated Order. On April 24, 2026, the District entered into a Settlement Agreement and Stipulated Administrative Civil Liability Order ("**ACL Order**"), Order No. R2- 2026-1015, with the California Regional Water Quality Control Board, San Francisco Bay Region ("**Regional Water Board**") in response to a November 2024 force main failure near the Shore Acres Pump Station in Bay Point and the subsequent release of wastewater through December 2, 2024.

The ACL Order assesses a total administrative civil liability of $5,557,700 pursuant to California Water Code section 13385 and the State Water Resources Control Board's ("**State Water Board**") 2024 Water Quality Enforcement Policy. Of this amount, $188,209.52 is payable to the State Water Pollution Cleanup and Abatement Account, and the remaining $5,369,490.48 is conditionally suspended pending completion of two Enhanced Compliance Actions ("**ECAs**"): (1) the Shore Acres Force Main Repair Project ("**Shore Acres ECA**") and (2) the Wastewater Treatment Plant Outfall Enhancements Project ("**Outfall ECA**"). The Shore Acres ECA and Outfall ECA projects are included in the District's current capital improvement program.

The ACL Order establishes milestone-based deadlines tied to the ACL Order's effective date, requires quarterly reporting on implementation of each ECA, and mandates submission of final completion reports and certifications. Compliance with these requirements is necessary to permanently suspend the administrative civil liability amount devoted to the ECAs, and obtain issuance of a Satisfaction of Order. The District is required to complete the ECAs by October 24, 2029 and currently expects to meet this deadline. Upon completion of both ECAs, the Regional Water Board will issue a Satisfaction of Order, terminating further obligations.

Historical Wastewater System Parcels Served and ERUs

The following table shows historical billed connections to the Wastewater System for the five most recent audited Fiscal Years:

DELTA DIABLO
Historical Wastewater System Parcels Served and ERUs

	Parcels Served				
Fiscal Year	*Single Family Residential*	*Commercial/ Industrial*	*Total Parcels*	*% Increase/ (Decrease)*	*Total ERUs*[1]
2021	51,947	1,489	54,818	1%	71,650
2022	52,541	1,493	55,425	1	72,100
2023	52,829	1,490	55,711	1	72,100
2024	53,277	1,491	56,166	1	72,450
2025	53,928	1,492	56,834	1	73,200

(1) "**ERU**" refers to an equivalent residential unit. One ERU is equivalent to the typical volume and strength of the wastewater generated by a single family home. Total parcels differ from Total ERUs because many of the District's Commercial/Industrial connections generate more wastewater volume and strength than a single family home and are thus assigned more than one ERU. See the caption "—Wastewater System Rates and Charges."
Source: District.

Historical Wastewater System Usage

The following table shows the volume of wastewater treated at the WWTP for the five most recent audited Fiscal Years.

DELTA DIABLO
Historical Wastewater System Usage

Fiscal Year	*Daily Average Flow (MGD)*[1]	*% Increase/(Decrease)*[1]
2021	13.6	+5.4
2022	13.7	+0.7
2023	14.3	+4.4
2024	13.5	-5.6
2025	13.2	-2.2

(1) Variations from year to year primarily reflect weather conditions, which affect the flow of influent into the WWTP.
Source: District.

Wastewater System usage is affected by a number of factors, including but not limited to weather conditions (which affect the flow of influent into the WWTP), the number of connections to the Wastewater System and water conservation efforts.

Historical Wastewater System Service Charge Revenues

The following table shows historical service charge revenues of the Wastewater System for the five most recent audited Fiscal Years.

DELTA DIABLO
Historical Wastewater System Service Charge Revenues

Fiscal Year	*Wastewater Service Charge Revenues*	*Bay Point Revenues*	*CFCC Revenues*	*Total Revenues*	*% Increase/ (Decrease)*
2021	$26,465,693	$1,136,127	$6,757,343	$34,359,163	N/A
2022	32,725,231	1,238,377	2,808,983	36,772,591	7.02%
2023	31,902,538	1,304,009	4,181,144	37,387,691	1.67
2024	33,767,158	1,301,912	2,246,802	37,315,872	(0.19)
2025	36,873,163	1,355,187	1,508,935	39,737,285	6.49

Source: District.

Largest Wastewater System Customers

The following table sets forth the ten largest customers of the Wastewater System of the District as of June 30, 2025, as determined by the amount of their respective Sewer Service Charge payments.

DELTA DIABLO
Largest Wastewater System Customers

Customer	*Sewer Service Charge Revenues*	*% of Total*
Sierra Pacific Properties Inc	$ 450,281	1.1%
Calpine Corporation	368,690	0.9
K W Kirker Creek LLC	256,664	0.6
CA Community Housing Agency	246,246	0.6
Corteva Agriscience LLC	241,071	0.6
CCC Housing Authority	222,779	0.6
Kaiser Foundation Hospitals	209,100	0.5
AMCAL Antioch Fund LP	186,579	0.5
Meadows Mobile Home Park LLC	173,793	0.4
Antioch Unified School Dist.	170,017	0.4
TOP TEN TOTAL	2,525,220	6.4%
TOTAL SEWER SERVICE CHARGES	$ 39,737,285	

Source: District.

These customers accounted for approximately 6.4% of Wastewater System service charge revenues of $39,737,285 for Fiscal Year 2025.

Wastewater System Rates and Charges

General. The Board has rate setting authority as provided under the State Health and Safety Code and the District's rates are not subject to review or approval by the California Public Utilities Commission or any other agency. However, the District is required to comply with the notice, hearing and majority protest provisions of Article XIIID of the State Constitution, which is popularly known as Proposition 218. See the caption "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS AND FEES AND CHARGES—Proposition 218" for the limitations of the rate setting authority of the Board under Proposition 218. The District annually determines the adequacy of the Wastewater System rate structure after full consideration of expected operations, maintenance and capital costs.

In accordance with Proposition 218, the Board approved adjustments to sewer service charges ("**SSCs**") rate increases for wastewater utility services for Fiscal Years 2026 and 2027 and established maximum SSC rates increases through Fiscal Year 2030 (the "**Rate Plan**") after a public hearing held on June 26, 2025. The projected operating results which are set forth under the caption "FINANCIAL INFORMATION OF THE DISTRICT—Projected Operating Results and Debt Service Coverage" reflect adopted SSC adjustments in accordance with the Rate Plan for Fiscal Years 2026 through 2030 and changes in capacity charges based on a December 2024 comprehensive Capital Facilities Capacity Charges study that evaluated the impacts of new development on District facilities. There can be no assurance that the Board will not elect to make further adjustments to the Rate Plan or that the District's ratepayers will not approve an initiative to repeal or modify adopted rate increases under the Rate Plan. Any variations from the adopted rates and charges set forth in the Rate Plan could result in operating results of the Wastewater System which are materially different from those set forth herein.

The District is subject to certain covenants with respect to the Certificates which require the District to set Wastewater System rates and charges in amounts that it expects to be sufficient to pay the Series 2026 Installment Payments from Net Revenues. See the caption "SECURITY FOR THE CERTIFICATES—Rate Covenant."

Current Rates and Charges. Revenues of the District's Wastewater System are derived from two sources: (a) sewer service charges and (b) capacity charges.

Sewer Service Charges. Current annual charges, as well as the charges proposed under the Rate Plan, are set forth below.

DELTA DIABLO
Annual Residential Sewer Service Charges

Community	***Unit***	***Fiscal Year 2027***(1)	***Fiscal Year 2028***(2)	***Fiscal Year 2029***(2)	***Fiscal Year 2030***(2)
Antioch(3)	ERU(5)	$557.48	$604.88	$656.30	$712.10
Pittsburg(3)	ERU(5)	557.48	604.88	656.30	712.10
Bay Point(4)	ERU(5)	766.32	831.46	901.14	978.84

(1) Reflects adopted rates in Rate Plan.
(2) Reflects proposed rates in Rate Plan.
(3) Antioch/Pittsburg SSC does not include direct charges to customers by City of Antioch and City of Pittsburg for wastewater collection services.
(4) Bay Point SSC includes wastewater collection services provided by the District.
(5) ERU equals 200 gallons per day @ 220 mg/L Total Suspended Solids and 220 mg/L Biochemical Oxygen Demand.
Source: District.

Charges for commercial and industrial customers are based on annual potable water consumption data (i.e., the SSC rates are per one hundred cubic feet per year ("**HCF/y**") of potable water consumption) by business class and community. If annual water consumption is less than 80 HCF/y, a minimum annual charge of 80 HCF/y multiplied by the applicable rate for each business class will be applied.

DELTA DIABLO
Annual Commercial/Industrial Sewer Service Charges
Per Hundred Cubic Feet (hcf) per Year
Bay Point (Zone 1)

Business Class	***Unit***	***Fiscal Year 2027***[(1)]	***Fiscal Year 2028***[(2)]	***Fiscal Year 2029***[(2)]	***Fiscal Year 2030***[(2)]
Bakeries/Restaurants	hcf	11.52	$12.50	$13.58	$14.74
Hotel/Motel	hcf	5.94	6.46	7.02	7.62
Institutional	hcf	7.76	8.42	9.14	9.92
Light Industrial	hcf	7.54	8.20	8.90	9.66
Marinas	hcf	7.86	8.54	9.28	10.08
Misc. Commercial	hcf	8.04	8.74	9.50	10.32
Mortuaries	hcf	7.48	8.12	8.82	9.58

(1) Reflects adopted rates in Rate Plan.
(2) Reflects the maximum rates approved by the Board as part of the 2025 Cost of Service Study and associated Rate Plan.
Source: District.

DELTA DIABLO
Annual Commercial/Industrial Sewer Service Charges
Per Hundred Cubic Feet (hcf) per Year
Pittsburg (Zone 2) and Antioch (Zone 3)

Residential Service Customers	***Unit***	***Fiscal Year 2027***[(1)]	***Fiscal Year 2028***[(2)]	***Fiscal Year 2029***[(2)]	***Fiscal Year 2030***[(2)]
Bakeries/Restaurants	hcf	$9.28	$10.08	$10.94	$11.88
Hotel/Motel	hcf	5.94	6.46	7.02	7.62
Institutional	hcf	5.52	6.00	6.52	7.08
Light Industrial	hcf	5.32	5.78	6.28	6.82
Marinas	hcf	7.86	8.54	9.28	10.08
Misc. Commercial	hcf	5.74	6.24	6.78	7.36
Mortuaries	hcf	7.48	8.12	8.82	9.58

(1) Reflects adopted rates in Rate Plan.
(2) Reflects the maximum rates approved by the Board as part of the 2025 Cost of Service Study and associated Rate Plan.
Source: District.

Capital Facilities Capacity Charges. The District imposes the following charges to connect to the Wastewater System.

DELTA DIABLO
Capital Facilities Capacity Charges

Community	***Unit***	***Charge***
Bay Point	ERU[(1)]	$5,471.00
Pittsburg	ERU[(1)]	4,886.00
Antioch	ERU[(1)]	4,886.00

(1) ERU equals 200 gallons per day @ 220 mg/L Total Suspended Solids and 220 mg/L Biochemical Oxygen Demand.
Source: District.

The projected operating results which are set forth under the caption "FINANCIAL INFORMATION OF THE DISTRICT—Projected Operating Results and Debt Service Coverage" assume changes in capacity charges based on a December 2024 comprehensive Capital Facilities Capacity Charges study that evaluated the impacts of new development on District facilities.

Comparative Wastewater Rates. Set forth below is a schedule of comparative wastewater service rates for a single family residential customer of the District and wastewater service providers located near the District.

DELTA DIABLO
Comparative Wastewater Rates (Treatment and Collection Charges)
(June 2025)

Agency	**Rate**
Vallejo	$1,170.24
Benicia	$1,028.00
Ironhouse	$916.39
Crockett-Valona	$916.00
American Canyon	$899.28
Concord	$854.00
CCCSD	$725.00
Delta Diablo – Antioch/Pittsburg	$722.84
Brentwood	$713.52
Delta Diablo – Bay Point	$700.10
Union	$636.03
Fairfield-Suisun	$595.56
Castro Valley	$550.70
Dublin San Ramon	$531.72
Oro Loma	$486.59

Source: District.

Collection Procedures

Collection from County Tax Roll. Except for certain customers discussed under the subcaption "—Direct Billing," wastewater service charges are collected on the County tax roll in the manner provided in Sections 5471 through 5473.11 of the State Health and Safety Code. Property owners are not permitted to segregate the sewer service charge from the property tax charge on their tax bills and must pay the entire amount billed.

The County has adopted the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (known as the "***Teeter Plan***"), as provided for in Section 4701 et seq. of the State Revenue and Taxation Code (under which the County would pay 100% of wastewater service charges due to the District regardless of actual collections). The District participates in the County's Teeter Plan. The District is therefore not exposed to the risk of delinquencies in the payment of property taxes. However, the District does not receive penalties and interest when wastewater service charges are paid late.

Charges which are collected on the County tax roll may become a lien on property owned by the taxpayer. Every tax which becomes a lien on secured property has priority over all other liens arising pursuant to State law on the secured property, regardless of the time of the creation of other liens. The exclusive means of compelling the payment of delinquent charges with respect to secured property is the sale of the property securing the taxes for the amount of taxes that are delinquent, plus certain penalties that accrue under State law.

Direct Billing. The District directly bills certain customers which do not pay property taxes. These include Calpine, US Army, and Pacific Gas & Electric Company. Further, the District directly bills certain industrial users. Such industrial users are classified by the District as any source of discharge to the public sanitary sewer system from any non-domestic source as regulated under Section 307(b), (c) or (d) of the federal Clean Water Act (40 CFR 403). In Fiscal Year 2025, approximately 3% of wastewater service charges were billed directly.

Non-industrial Customers who do not receive a property tax bill are sent an invoice from the District for their annual sewer service charges around the same time that property tax bills are sent out. Industrial customers are invoiced monthly based on their wastewater strength for the prior month. Invoices that are not paid within 30 days of the date of the invoice are considered to be delinquent. Interest charges are assessed on delinquent invoices older than 30 days at 10% per month.

Property Tax Revenues

The District's share of the countywide 1% *ad valorem* property tax levy has provided approximately 7.3% to 8.9% of the Revenues of the Wastewater System in each of the past six Fiscal Years for the District. The District's share of the countywide 1% ad valorem property tax is pledged as a source of payment for the 2026 Installment Payments.

The following table shows a five-year history of assessed valuations of taxable property in the District and the amount of property tax revenues received by the District in each such year. Assessed valuations are expressed by county assessors as "full cash value" as defined by Article XIIIA of the State Constitution. The tax levy shown is the District's allocated share of the maximum ad valorem tax levy by each county of 1% of full cash value.

DELTA DIABLO
Historical Property Tax Revenues

Fiscal Year (Ending June 30)	***Total Assessed Valuation within District***	***1% Property Tax Allocated to District***	***Percentage Increase/ (Decrease)***
2022	$23,919,616,141	$3,686,204	6.86%
2023	24,979,060,104	4,085,561	10.83
2024	26,319,468,052	4,465,209	9.39
2025	27,507,769,829	4,603,832	3.10
2026	28,637,113,038	4,805,846	4.39

Sources: County Assessor, State Board of Equalization.

The following table sets forth the top twenty property taxpayers within the District in Fiscal Year 2025-26.

DELTA DIABLO
Largest 2025-26 Local Secured Taxpayers

	Property Owner	*Primary Land Use*	*2025-26 Assessed Valuation*	*% of Total (1)*
1.	USS Posco Industries	Industrial	$ 244,868,726	0.90%
2.	Corteva Agriscience LLC	Industrial	128,210,062	0.47
3.	K W Kirker Creek LLC	Apartments	117,928,072	0.43
4.	Sierra Pacific Properties Inc.	Apartments	104,985,591	0.39
5.	San Marco Properties LLC	Apartments	92,680,356	0.34
6.	SWH 2017-1 Borrower LLC	Residential Properties	62,032,910	0.23
7.	Diamond Hillside Apartments	Apartments	60,134,283	0.22
8.	SIV Antioch LLC	Industrial	55,889,684	0.21
9.	Century Plaza Commercial LLC	Shopping Center	49,069,769	0.18
10.	Georgia-Pacific Gypsum LLC	Industrial	45,577,742	0.17
11.	Wal-Mart Real Estate Business Trust	Shopping Center	45,008,554	0.17
12.	Country Club Mosaic Apart LLC	Apartments	44,044,492	0.16
13.	The Pittsburg Owner LPV LLC	Vacant	42,474,634	0.16
14.	Sequoia Equities- Cross Pointe	Apartments	41,024,929	0.15
15.	IH2 Property West LP	Residential Properties	40,450,505	0.15
16.	RH Portofino Owner CA LLC	Apartments	40,010,612	0.15
17.	Henkel Corporation	Industrial	39,572,648	0.15
18.	LP Catalyst Holdings Inc.	Industrial	37,928,182	0.14
19.	Gabriel H. Chiu	Shopping Center	36,984,786	0.14
20.	Amerco Real Estate Company	Commercial	35,139,510	0.13
			$1,364,016,047	5.02%

(1) 2025-26 Local Secured Assessed Valuation: $27,191,281,354
Source: California Municipal Statistics, Inc.

As noted above, the District participates in the County's Teeter Plan. The District is therefore not exposed to the risk of delinquencies in the payment of property taxes. However, the District does not receive penalties and interest when wastewater service charges are paid late.

A Teeter Plan remains in effect unless the Board of Supervisors of the County that has established a Teeter Plan orders its discontinuance or unless, prior to the commencement of any fiscal year of such county, such board of supervisors receives a petition for its discontinuance joined in by a resolution adopted by at least two-thirds of the participating revenue districts within the county, in which event such board of supervisors is to order the discontinuance of the Teeter Plan effective at the commencement of the subsequent fiscal year. If the Board of Supervisors of the County was to order the discontinuance of the Teeter Plan, only those secured property taxes actually collected would be allocated to political subdivisions (including the District) for which the County acts as the tax-levying or tax-collecting agency.

From time to time, legislation has been enacted as part of the State budget to provide for the reallocation of local governments' shares of the countywide 1% ad valorem tax, including by shifting a portion of the property tax revenues collected by the counties from special districts (such as the District) to school districts or other governmental entities. Subsequently, certain amendments to the State Constitution have been enacted to reduce the State Legislature's authority over local revenue sources by placing restrictions on, among other things, the State's access to local governments' property tax revenues. For example, on November 2, 2004 voters within the State approved Proposition 1A, which prevented the State from reducing local government's share of the 1% ad valorem property tax below levels in effect as of November 3, 2004, except in the case of fiscal emergency. Proposition 1A provided that in the case of fiscal emergency, the State could borrow up to 8% of local property tax revenues to be repaid within three years. Following the exercise by the State of its authority to borrow such local property tax revenues as part of the 2009-10 State budget act, on November 2, 2010, voters within the State approved Proposition 22, which prohibits any future action by the State Legislature to take, reallocate or borrow money raised by local governments for local purposes, and prohibits changes in the allocation of property taxes among local governments to aid State finances or pay for State mandates. Proposition 22 thereby effectively repealed the provisions of Proposition 1A allowing the State to borrow local property tax revenues from local governments, and prohibits any such future borrowing.

There can be no assurances that legislation or voter initiatives enacted or approved in the future will not reduce or eliminate the District's share of the 1% countywide ad valorem property tax revenues. See also "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS AND FEES AND CHARGES."

Projected Wastewater System Parcels Served and ERUs

The following table shows billed connections to the Wastewater System for the most recent (estimated), current, and next three Fiscal Years, as projected by the District.

DELTA DIABLO
Projected Wastewater System Parcels Served and ERUs

Fiscal Year	*Total ERUs*
2026[1]	73,677
2027	74,044
2028	74,444
2029	74,844
2030	75,244

[1] Estimated.
Source: District.

Projected increases in connections reflect expected development activity within the District's service area.

Projected Wastewater System Usage

The following table shows the projected volume of wastewater treated at the WWTP for the most recent (estimated), current, and next three Fiscal Years, as projected by the District.

DELTA DIABLO
Projected Wastewater System Usage

Fiscal Year	*Daily Average Flow (MGD)*	*% Increase/(Decrease)*
2026[1]	14.78	1.25%
2027	14.97	1.25%
2028	15.15	1.25%
2029	15.34	1.25%
2030	15.54	1.25%

[1] Estimated.
Source: District.

Wastewater System usage will be affected by a number of factors, including weather conditions (which affect the flow of influent into the WWTP), connections to the Wastewater System and water conservation efforts by Wastewater System customers. See the caption "—Projected Wastewater System Connections."

Projected Wastewater System Service Charge Revenues

The following table shows service charge revenues, i.e., charges to customers, of the Wastewater System for the most recent (estimated), current and next three Fiscal Years, as projected by the District. The projected revenues reflect implementation of the Rate Plan and projected increases in connections. See the captions "—Wastewater System Rates and Charges—General" and "—Projected Wastewater System Connections."

DELTA DIABLO
Projected Wastewater System Service Charge Revenues

Fiscal Year	*Wastewater Service Charge Revenues*	*Bay Point Revenues*	*CFCC Revenues*	*Total Revenues*	*% Increase/ (Decrease)*
2026[(1)]	$41,725,213	$1,791,192	$2,319,556	$45,835,961	—
2027	45,493,740	1,721,559	1,927,200	49,142,499	7.21%
2028	49,216,872	2,011,728	1,927,200	53,155,800	8.17
2029	53,519,554	2,063,477	1,927,200	57,510,231	8.19
2030	58,169,697	2,137,891	1,927,200	62,234,788	8.22

(1) Estimated.
Source: District.

FINANCIAL INFORMATION OF THE DISTRICT

Available Cash

As of June 30, 2025, the District had total moneys invested in the amount of $121,766,262 (of which $2,090,996 was restricted and $119,675,266 was unrestricted or committed) in permitted investments, which unrestricted investments are maintained in the LAIF and the CAMP Trust as separately managed investment portfolios. As of June 30, 2026, the District had total moneys invested in the amount of $126,871,376 (of which $2,335,675 was restricted and $124,535,701 was unrestricted or committed) in permitted investments, which unrestricted investments are maintained in the LAIF and the CAMP Trust, based on the District's fourth quarter investment report received by the Board. See the caption "THE DISTRICT—Governance and Management—Management Policies—*Investment Policy*." The $119,675,266, represents approximately 1,466 days of operating expenses based on total Operation and Maintenance Costs of $29,786,919 as of June 30, 2025. As of June 30, 2026, the $124,535,701 represents approximately 1,398 days of operating expenses based on total Operation and Maintenance Costs of $32,503,622.

The District's Fiscal Year 2026–27 budget maintains a minimum reserve balance equal to 40% of annual budgeted operating expenditures in the Regional Treatment and Conveyance (Wastewater Operations & Maintenance) Fund and allocates $97.7 million in cash to fund wastewater-funded capital improvement projects included in the five-year Capital Improvement Program (CIP). See the caption "THE DISTRICT—Governance and Management—Management Policies—*Reserve Policy*."

Historical Operating Results and Debt Service Coverage

The following table is a summary of operating results of the District for the last five Fiscal Years. These results have been derived from the Financial Statements and audited financial statements of the District for prior Fiscal Years but exclude certain non-cash items and include certain other adjustments. The table has not been reviewed or audited by the Auditor.

DELTA DIABLO
Historical Operating Results and Debt Service Coverage
Fiscal Year Ended June 30

	2021	*2022*	*2023*	*2024*	*2025*
REVENUES					
Service charges	$ 34,359,163	$ 36,772,591	$ 37,387,691	$ 37,315,872	$ 39,737,285
Discharge permits	140,700	122,425	109,225	131,425	123,125
Miscellaneous operating revenues	343,115	386,591	520,895	479,168	332,626
Work for others	1,300,228	84,131	459,669	128,550	104,760
Interest income	171,689	230,907	1,838,255	4,406,415	5,052,308
Capital facilities capacity charges (CFCC)[1]	6,757,343	2,808,983	4,181,144	2,246,802	1,508,935
Lease revenue	85,872	96,452	95,111	124,538	114,441
Gain on sale of assets[2]	517	6,515	-	228	(2,906)
Capital contributions[3]	-	-	-	-	100,000
State and federal grants[4]	323,275	-	1,315,723	-	-
Property taxes	3,449,560	3,686,204	4,085,561	4,465,209	4,603,832
Total Revenues	$ 46,931,462	$ 44,194,799	$ 49,993,274	$ 49,298,207	$ 51,674,406
OPERATION AND MAINTENANCE COSTS					
Salaries and benefits[5]	$ 14,121,899	$ 14,430,873	$ 15,145,371	$ 15,448,686	$ 17,504,317
Chemicals	851,073	895,639	1,160,426	1,357,390	1,529,651
Office and operating expense	2,271,311	2,316,292	2,739,267	3,092,201	3,313,865
Outside services and maintenance	3,141,016	4,133,870	4,036,955	4,659,401	5,174,545
Utilities	1,497,652	2,071,928	2,268,636	2,049,658	2,190,049
Other	238,513	178,179	375,936	72,668	74,492
Total Operation and Maintenance Costs	$ 22,121,464	$ 24,026,781	$ 25,726,591	$ 26,680,004	$ 29,786,919
NET REVENUES	$ 24,809,998	$ 20,168,018	$ 24,266,683	$ 22,618,203	$ 21,887,487
DEBT SERVICE					
2011 Installment Sale Agreement	$ 143,142	$ 146,624	$ 150,190	$ 153,842	$ 157,584
2011 WW State Revolving Fund Loan	326,358	326,358	326,358	326,358	326,358
2015 Bay Point State Revolving Fund Loan	51,367	51,361	51,355	51,349	51,343
2016 Pittsburg State Revolving Fund Loan	510,639	510,584	510,527	510,469	510,410
2016 Wastewater State Revolving Fund Loan	90,245	90,235	90,225	90,214	90,204
2019 Wastewater State Revolving Fund Loan	-	-	-	635,647	540,640
2020 Wastewater State Revolving Fund Loan	-	170,640	140,211	140,197	140,182
Total Debt Service	$ 1,121,751	$ 1,295,801	$ 1,268,866	$ 1,908,076	$ 1,816,720
DEBT SERVICE COVERAGE RATIO	22.12x	15.56x	19.12x	11.85x	12.05x

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(1) CFCC revenues fluctuate each year based on the number of ERU permits issued which decreased from 1,407 in Fiscal Year 2020-21 to 313 in Fiscal Year 2024-25. The 1,407 permits issued in Fiscal Year 2020-21 were unusually high compared to subsequent years.

(2) Fiscal Year 2024-25 loss on sale of assets resulted from termination of a land lease and removal of related lease receivable and deferred inflow balances.

(3) Fiscal Year 2024-25 capital contributions relate to an equipment shelter transferred to the District as a result of the terminated land lease.

(4) Grant revenue in Fiscal Years 2020-21 and 2022-23 relate to federal grant funding for flood mitigation work associated with pump station facility repairs.

(5) Salaries and benefits increased in Fiscal Year 2024-25 due to the annual cost of living adjustment, implementation of additional sick leave accruals, filling of previously vacant key positions, salary survey adjustments, and a significant one-time retirement payout.

Source: District.

Projected Operating Results and Debt Service Coverage

The estimated projected operating results for the District for current and next four Fiscal Years are set forth below, reflecting certain significant assumptions concerning future events and circumstances. The financial forecast represents the District's estimate of projected financial results based on a variety of assumptions, including the assumptions set forth in the footnotes to the chart set forth below and the implementation of the Rate Plan as discussed under the caption "THE WASTEWATER SYSTEM OF THE DISTRICT—Wastewater System Rates and Charges—General." All of such assumptions are material in the development of the District's financial projections, and variations in the assumptions may produce substantially different financial results. Actual operating results achieved during the projection period may vary from those presented in the forecast and such variations may be material. See the caption "CERTAIN RISKS TO BONDHOLDERS—Accuracy of Assumptions."

DELTA DIABLO
Projected Operating Results and Debt Service Coverage
Fiscal Year Ending June 30

	2026[(1)]	*2027*[(2)]	*2028*	*2029*	*2030*
REVENUES					
Service charges[(3)]	$ 43,516,405	$ 47,215,299	$ 51,228,600	$ 55,583,031	$ 60,307,588
Discharge permits	128,925	125,380	125,380	125,380	125,380
Miscellaneous operating revenues	337,824	412,479	429,820	417,628	390,524
Work for others	97,290	415,468	194,278	197,567	186,517
Interest income	4,383,574	2,339,915	2,881,971	3,920,138	4,045,553
Capital facilities capacity charges (CFCC)[(4)]	2,319,556	1,927,200	1,927,200	1,927,200	1,927,200
Lease revenue	105,286	103,283	107,636	109,844	111,887
Gain on sale of assets	-	-	-	-	-
Capital contributions	-	-	-	-	-
State and federal grants	160,393	-	-	-	-
Property taxes[(5)]	4,805,846	4,787,985	4,883,745	4,981,420	5,081,048
Total Revenues	$ 55,855,099	$ 57,327,009	$ 61,778,630	$ 67,262,208	$ 72,175,697
OPERATION AND MAINTENANCE COSTS					
Salaries and benefits[(6)]	$ 17,968,945	$ 18,687,702	$ 19,435,211	$ 20,212,619	$ 21,021,124
Chemicals[(7)]	1,444,432	1,621,430	1,670,073	1,720,175	1,771,780
Office and operating expense[(7)]	4,118,011	3,380,142	3,481,547	3,585,993	3,693,573
Outside services and maintenance[(8)]	4,716,515	5,278,036	5,462,767	5,653,964	5,851,853
Utilities[(9)]	2,621,410	2,277,651	2,391,534	2,511,110	2,636,666
Other	260,745	75,982	78,261	80,609	83,027
Total Operation and Maintenance Costs	$ 31,130,058	$ 31,320,943	$ 32,519,393	$ 33,764,470	$ 35,058,023
NET REVENUES	$ 24,725,041	$ 26,006,066	$ 29,259,237	$ 33,497,738	$ 37,117,674
DEBT SERVICE					
2011 Installment Sale Agreement	$ 161,418	$ 165,344	$ 169,366	$ 173,486	$ 177,706
2011 WW State Revolving Fund Loan	326,358	326,358	326,358	326,358	326,358
2015 Bay Point State Revolving Fund Loan	51,336	51,330	51,324	51,317	51,310
2016 Pittsburg State Revolving Fund Loan	510,350	510,289	510,226	510,163	510,098
2016 Wastewater State Revolving Fund Loan	90,193	90,182	90,171	90,159	90,148
2019 Wastewater State Revolving Fund Loan	607,361	607,296	607,230	607,163	607,094
2020 Wastewater State Revolving Fund Loan	140,166	140,151	140,135	140,119	140,102
2026 Wastewater Revenue Certificates of Participation*	-	1,506,792	4,009,625	4,012,625	4,013,125
2029 Wastewater Revenue Certificates of Participation*	-	-	-		982,584
Total Debt Service	$ 1,887,182	$ 3,397,741	$ 5,904,434	$ 5,911,389	$ 6,898,524
DEBT SERVICE COVERAGE RATIO*	13.10x	7.65x	4.96x	5.67x	5.38x

* *Preliminary, subject to change.*
[Review/Update Footnotes re assumptions]
(1) Projected (unaudited).
(2) Estimated.
(3) Projected SSC revenues reflect adopted SSC adjustments in accordance with the Rate Plan for Fiscal Years 2026 through 2030.
(4) Projected CFCC revenues are based on a December 2024 comprehensive Capital Facilities Capacity Charges study.
(5) Property taxes for Fiscal Years 2026-27 through 2029-30 are projected to increase by 2.0% annually.
(6) Salaries and benefits for Fiscal Years 2026-27 through 2029-30 are projected to increase by 4.0% annually.
(7) The cost of chemicals and office and operating expenses for Fiscal Years 2026-27 through 2029-30 are projected to increase by 3.0% annually.
(8) Outside services and maintenance expenses for Fiscal Years 2026-27 through 2029-30 are projected to increase by 3.5% annually.
(9) Utilities cost for Fiscal Years 2026-27 through 2029-30 are projected to increase by 5.0% annually.
Source: District.

RISK FACTORS

The following information, in addition to the other matters that are described in this Official Statement, should be considered by prospective investors in evaluating the Certificates. However, the following does not purport to be comprehensive, definitive or an exhaustive listing of risks and other considerations that may be relevant to making an investment decision with respect to the Certificates. In addition, the order in which the following information is presented is not intended to reflect the relative importance of any such risks. If any risk factor materializes to a sufficient degree, it alone could delay or preclude payment of principal or interest with respect to the Certificates.

Accuracy of Assumptions

To estimate the Net Revenues which will be available to pay the 2026 Installment Payments, the District has made certain assumptions with regard to various matters, including but not limited to future development within the District, the rates and charges to be imposed in future years pursuant to the Rate Plan, the expenses associated with operating the Wastewater System and the interest rate at which funds will be invested. The District believes these assumptions to be reasonable, but to the extent that any of such assumptions fail to materialize, the Net Revenues available to pay the 2026 Installment Payments will, in all likelihood, be less than those projected herein. See the captions "FINANCIAL INFORMATION OF THE DISTRICT—Projected Operating Results and Debt Service Coverage."

See the captions "THE WASTEWATER SYSTEM OF THE DISTRICT—Wastewater System Rates and Charges" and "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS AND FEES AND CHARGES—Proposition 218."

The District may choose, however, to maintain compliance with the rate covenant set forth in the Installment Purchase Agreement in part by means of contributions from available reserves or resources. In such event, Net Revenues may generate amounts which are less than 1.25 times Debt Service in any given Fiscal Year. See the caption "SECURITY FOR THE CERTIFICATES—Rate Covenant."

System Demand

There can be no assurance that the demand for Wastewater Service will occur as described in this Official Statement. Reduction in levels of demand could require an increase in rates or charges in order to comply with the rate covenant. See the caption "SECURITY FOR THE CERTIFICATES—Rate Covenant." Demand for Wastewater Service could be reduced or may not occur as projected by the District as a result of reduced levels of development in the District's service area, hydrological conditions, conservation efforts, an economic downturn, mandatory State conservation orders and other factors.

System Expenses

There can be no assurance that the District's expenses will be consistent with the descriptions in this Official Statement. Operation and Maintenance Costs may vary with treatment costs, regulatory compliance costs, labor costs (including costs related to pension and other post-employment benefits) and other factors. Increases in Operation and Maintenance Costs could require an increase in rates or charges in order to comply with the rate covenant. See the caption "SECURITY FOR THE CERTIFICATES—Rate Covenant."

Limited Recourse on Default

If the District defaults on its obligation to pay the 2026 Installment Payments, the Trustee, as assignee of the Corporation, has the right to declare the total unpaid principal amount of the 2026 Installment Payments, together with the accrued interest thereon, to be immediately due and payable. However, in the event of a default and such acceleration, there can be no assurance that the District will have sufficient funds to pay such accelerated amounts from Net Revenues.

Rate-Setting Process under Proposition 218

Proposition 218, which added Articles XIIIC and XIIID to the State Constitution, affects the District's ability to maintain existing rates and impose rate increases, and no assurance can be given that future rate increases will not encounter majority protest opposition or be challenged by initiative action authorized under Proposition 218. In the event that future proposed rate increases cannot be imposed as a result of majority protest or initiative, the District might thereafter be unable to generate Net Revenues in the amounts required by the Installment Purchase Agreement to pay the Certificates. The District believes that its current Wastewater System rates approved by the Board were effected in compliance with the notice, public hearing and majority protest provisions of Proposition 218. See the caption "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS AND FEES AND CHARGES—Proposition 218."

Natural Disasters

General. The District, like all California communities, is subject to unpredictable seismic activity, fires, floods, high winds, landslides, droughts or other natural disasters. A severe natural disaster, such as an earthquake, fire, flood, high wind event or landslide, could result in substantial damage to the District, including the Wastewater System. Although wildfires have burned areas near the District in recent years, District infrastructure has not been impacted to date.

Although the District maintains insurance for damage to the Wastewater System as described under the caption "THE DISTRICT — District Insurance," there can be no assurance that specific losses will be covered by insurance or, if covered, that claims will be paid in full by the applicable insurers. Furthermore, significant portions of the Wastewater System, including underground pipelines, are not covered by property casualty insurance. Damage to such portions of the Wastewater System as a result of natural disasters could result in uninsured losses to the District.

Fire. Wildfires have occurred in recent years in different regions of the State, including in areas in and near the District's service area. None of such fires have affected the Wastewater System infrastructure or the property of the District's customers. However, there can be no assurance that fires will not occur within the boundaries of the District in the future, leading to the destruction of the property of District customers, decreased usage of the District's Wastewater System and a decline in Net Revenues. The District carries property insurance for fire damage to Wastewater System facilities.

In the event of an unusual or sustained heat wave in Northern California, Pacific Gas & Electric and Marin Clean Energy, the District's electricity suppliers, may elect to shut off electric power to District facilities (and other customers) with little or no advance warning in order to prevent electrical distribution and facilities from sparking a wildfire. Such an event is known as a Public Safety Power Shutoff (a "**PSPS**").

The District maintains backup diesel-powered generators at critical facilities to provide electrical power during utility outages, including PSPS events. The District also maintains fuel supplies and procedures to support operation of such generators during outages. However, there can be no assurance that backup generation and fuel supplies will be sufficient to maintain Wastewater Service during an extended PSPS or other prolonged electrical outage. See the caption "—Climate Change" below.

There can be no assurance that fires will not occur within the boundaries of the District in the future, leading to decreased usage of the District's Wastewater System and a decline in Net Revenues, which could have a material adverse effect on the District's ability to pay the Certificates.

Drought. On April 1, 2015, for the first time in California's history, the State Governor directed the SWRCB to implement mandatory water reductions in cities and towns across California to reduce total water usage in the State by 25%. Although most of such mandatory water reductions have since been lifted, the State has since enacted permanent restrictions on water usage. There can be no assurance that future drought conditions will not re-appear in the future, leading to decreased usage of the District's Wastewater System, or that the State's permanent water usage restrictions will not lead to decreased usage of the District's Wastewater System.

Flood. The Federal Emergency Management Agency produces Flood Insurance Rate Maps that show that portions of the District are in a 100-year floodplain. A 100-year floodplain is an area expected to be inundated during a flood event of the magnitude for which there is a 1-in-100 probability of occurrence in any year. The District's wastewater facilities are outside the 100-year floodplain and have been designed to address future sea level rise.

Seismic Activity. The District is located within some major fault lines, such as the Mount Diablo Thrust Fault. There is potential for destructive ground shaking during the occurrence of a major seismic event. In addition, land along fault lines may be subject to liquefaction during the occurrence of such an event. In the event of a severe earthquake, there may be significant damage to both property and infrastructure within the District, including the Wastewater System. The District has an emergency response plan that would be implemented under such circumstances.

The District has taken several mitigation actions with respect to earthquake hazard, including conducting capacity improvements to pump stations and performing an evaluation of the emergency retention basin at the WWTP. The Wastewater System has never sustained major damage to its facilities or experienced extended incidences of service interruptions as a result of seismic disturbances.

The District maintains earthquake insurance on some, but not all, Wastewater System facilities and is not required to continue maintaining earthquake insurance on any Wastewater System facilities. See the caption "THE DISTRICT—District Insurance."

Climate Change

The State has historically been susceptible to wildfires and hydrologic variability. As greenhouse gas emissions continue to accumulate in the atmosphere as a result of economic activity, climate change is expected to intensify, increasing the frequency, severity and timing of extreme weather events such as coastal storm surges, drought, wildfires, floods and heat waves, and raising sea levels. The future fiscal impact of climate change on the District is difficult to predict, but it could be significant and it could have a material adverse effect on the Wastewater System's finances by requiring greater expenditures to counteract the effects of climate change or by changing the business and activities of Wastewater System customers.

Furthermore, the District is located near San Francisco Bay. Changes to the climate can impact sea levels, which can flood the District's remote pump stations and WWTP. The District has completed projects to mitigate flood risk associated with climate change at the pump stations in the conveyance system. The District's WWTP is located outside of the 100-year flood plain.

Limitations on Remedies Available; Bankruptcy

The enforceability of the rights and remedies of the Owners and the obligations of the District may become subject to the following: the federal bankruptcy code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect; equitable principles which may limit the specific enforcement under State law of certain remedies; the exercise by the United States of America of the powers delegated to it by the federal Constitution; and the reasonable and necessary exercise, in certain exceptional situations, of the police power inherent in the sovereignty of the State and its governmental bodies in the interest of servicing a significant and legitimate public purpose. Bankruptcy proceedings, or the exercising of powers by the federal or State government, if initiated, could subject the Owners to judicial discretion and interpretation of their rights in bankruptcy or otherwise and consequently may entail risks of delay, limitation or modification of their rights.

The opinion to be delivered by Special Counsel concurrently with the execution and delivery of the Certificates will be subject to such limitations and the various other legal opinions to be delivered concurrently with the execution and delivery of the Certificates will be similarly qualified. See Appendix C. In the event that the District fails to comply with its covenants under the Installment Purchase Agreement or fails to pay the 2026 Installment Payments, which secure the payments of principal and interest with respect to the Certificates, there can be no assurance of the availability of remedies adequate to protect the interest of the Owners of the Certificates.

Limited Obligations

The Installment Purchase Agreement is a limited obligation of the District payable solely from Net Revenues and secured solely by the Revenues pledged in the Installment Purchase Agreement. If for any reason, the District does not collect sufficient Revenues to pay the 2026 Installment Payments, the District will not be obligated to utilize any other of its funds, other than certain amounts on deposit in the funds and accounts established under the Trust Agreement, to pay the Certificates. The District does not have the authority to levy taxes; however, it receives a share of property tax revenues collected within its service area. The obligation of the District does not constitute an indebtedness in contravention of any constitutional or statutory debt limitation or restriction.

Statutory and Regulatory Compliance

Laws and regulations governing collection, treatment and disposal of wastewater are enacted and promulgated by federal, State and local government agencies. Compliance with these laws and regulations is and will continue to be costly, and, as more stringent standards are developed, such costs will likely increase.

Claims against the Wastewater System for failure to comply with applicable laws and regulations could be significant. Such claims may be payable from assets of the Wastewater System and constitute Operation and Maintenance Costs or from other legally available sources. In addition to claims by private parties, changes in the scope and standards for municipal wastewater systems such as that operated by the District may also lead to administrative orders issued by federal or State regulators. Future compliance with such orders can also impose substantial additional costs on the District. In addition to the other limitations described herein, the State electorate or Legislature could adopt a Constitutional amendment, legislation or an initiative with the effect of reducing revenues payable to or collected by the District. No assurance can be given that the cost of compliance with such laws, regulations and orders would not adversely affect the ability of the District to generate Net Revenues in amounts that are sufficient to pay the 2026 Installment Payments.

Parity Obligations

The Installment Purchase Agreement permits the District to enter into Bonds and Contracts payable from Net Revenues on a parity with the 2026 Installment Payments, which secure the Certificates, subject to the terms and conditions set forth therein. The entry into additional Bonds and Contracts could result in reduced Net Revenues available to pay the 2026 Installment Payments. The District has covenanted to maintain coverage of at least 125% of Debt Service, as further described under the caption "SECURITY FOR THE CERTIFICATES—Limitations on Parity and Superior Obligations; Subordinate and Unsecured Obligations—Additional Obligations on a Parity with the Installment Payments."

Rate Covenant Not a Guarantee

The 2026 Installment Payments are payable from Net Revenues of the Wastewater System, as more fully described under the caption "SECURITY FOR THE CERTIFICATES." The District's ability to pay the 2026 Installment Payments depends on its ability to generate Net Revenues at the levels required by the Installment Purchase Agreement. Although the District has covenanted in the Installment Purchase Agreement to impose rates and charges as more particularly described under the caption "SECURITY FOR THE CERTIFICATES—Rate Covenant," and although the District expects that sufficient Net Revenues will be generated through the imposition and collection of such rates and charges, there is no assurance that the imposition and collection of such rates and charges will result in the generation of Net Revenues in amounts required by the Installment Purchase Agreement. Among other matters, the availability of and demand for water and wastewater services, and changes in law and government regulations could adversely affect the amount of revenues realized by the District. If District is unable to increase rates and charges for any reason, it may be necessary for the District to implement other actions to comply with the rate covenants, including reducing expenses.

Loss of Tax Exemption

Interest (and original discount) with respect to the Certificates could become includable in gross income for purposes of federal income taxation retroactive to the date that the Certificates were executed and delivered as a result of future acts or omissions of the District in violation of its covenants in the Installment Purchase Agreement and Trust Agreement. In addition, current and future legislative proposals, if enacted into law, may cause interest (and original issue discount) with respect to the Certificates to be subject, directly or indirectly, to federal income taxation by, for example, changing the current exclusion or deduction rules to limit the aggregate amount of interest on state and local government bonds that may be treated as tax exempt by individuals. See the caption "TAX MATTERS." Should such an event of taxability occur, the Certificates are not subject to a special prepayment and will remain outstanding until maturity.

Secondary Market for the Certificates

There can be no guarantee that there will be a secondary market for the Certificates or, if a secondary market exists, that any Certificates can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then-prevailing circumstances. Such prices could be substantially different from the original purchase price.

Cybersecurity

The District relies on computers and technology to conduct its operations. The District and its departments face cyber threats from time to time including, but not limited to, hacking, viruses, malware and other forms of technology attacks.

The District is currently working on updating the District's Supervisory Control and Data Acquisition ("**SCADA**") master plan to identify strategic opportunities to improve and standardize the District's SCADA system.

To date, the District has not experienced an external attack on its computer operating systems resulting in a data breach. District staff is trained to spot potential scams or inconsistencies in network performance which may indicate system vulnerability. However, there can be no assurance that a future attack or attempted attack would not result in disruption of District operations. The District expects that any such disruptions would be temporary in nature.

CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS AND FEES AND CHARGES

Tax Limitations – Proposition 13

Article XIIIA of the State Constitution, known as Proposition 13, was approved by the voters in June 1978. Section 1(a) of Article XIIIA limits the maximum *ad valorem* tax on real property to 1% of "full cash value," and provides that such tax shall be collected by the counties and apportioned according to State statutes. Section 1(b) of Article XIIIA provides that the 1% limitation does not apply to *ad valorem* taxes levied to pay interest or redemption charges on (1) indebtedness approved by the voters prior to July 1, 1978, and (2) any bonded indebtedness for the acquisition or improvement of real property approved on or after July 1, 1978, by two-thirds of the votes cast by the voters voting on the proposition.

Section 2 of Article XIIIA defines "full cash value" to mean the county assessor's valuation of real property as shown on the 1975-76 Fiscal Year tax bill, or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred. The full cash value may be adjusted annually to reflect inflation at a rate not to exceed 2% per year, or to reflect a reduction in the consumer price index or comparable data for the taxing jurisdiction, or may be reduced in the event of declining property value caused by substantial damage, destruction or other factors. Legislation enacted by the State Legislature to implement Article XIIIA provides that, notwithstanding any other law, local agencies may not levy any *ad valorem* property tax except to pay debt service on indebtedness approved by the voters as described above. Such legislation further provides that each county will levy the maximum tax permitted by Article XIIIA, which is $1.00 per $100 of assessed market value. The legislation further establishes the method for allocating the taxes collected by each county among the taxing agencies in the county. Special districts, such as the District, receive an allocation that is based primarily upon their tax levies in certain years prior to the amendment's effective date relative to the tax levies of other congruent agencies. The District receives approximately 1.25% of the non-debt service related property taxes collected within its jurisdiction from Contra Costa county. See also "THE WASTEWATER SYSTEM OF THE DISTRICT — Property Tax Revenues."

Since its adoption, Article XIIIA has been amended a number of times. These amendments have created a number of exceptions to the requirement that property be reassessed when purchased, newly constructed or a change in ownership has occurred. These exceptions include certain transfers of real property between family members, certain purchases of replacement dwellings for persons over age 55 and by property owners whose original property has been destroyed in a declared disaster, and certain improvements to accommodate disabled persons and for seismic upgrades to property. These amendments have resulted in marginal reductions in the property tax revenues of the District.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the 2% annual adjustment are allocated among the various jurisdictions in the "taxing area" based upon their respective "situs." Any such allocation made to a local agency continues as part of its allocation in future years.

The effect of Article XIIIA on the District's finances has been to restrict *ad valorem* tax revenues for general purposes to the statutory allocation of the 1% levy while leaving intact the power to levy *ad valorem* taxes in whatever rate or amount may be required to pay debt service on its outstanding general obligation bonds and unissued bonds authorized prior to July 1, 1978. Since Fiscal Year 1978-79, tax revenues for the Wastewater System have consisted exclusively of the District's allocated share of the 1% county levy.

Both the California State Supreme Court and the United States Supreme Court have upheld the validity of Article XIIIA.

For a description of the property tax collection procedure and certain statistical information concerning tax collections and delinquencies, see "THE WASTEWATER SYSTEM OF THE DISTRICT — Property Tax Revenues."

Article XIIIB

Article XIIIB of the State Constitution limits the annual appropriations of the State and of any city, county, school district, authority, special district or other political subdivision of the State to the level of appropriations of the particular governmental entity for the prior fiscal year, as adjusted for changes in the cost of living and population. The "base year" for establishing such appropriation limit is the 1978-79 State fiscal year and the limit is to be adjusted annually to reflect changes in population and consumer prices. Adjustments in the appropriations limit of an entity may also be made if: (a) the financial responsibility for a service is transferred to another public entity or to a private entity; (b) the financial source for the provision of services is transferred from taxes to other revenues; or (c) the voters of the entity approve a change in the limit for a period of time not to exceed four years.

Appropriations that are subject to Article XIIIB generally include the proceeds of taxes levied by or for the State or other entity of local government, exclusive of certain State subventions, refunds of taxes and benefit payments from retirement, unemployment, insurance and disability insurance funds. "Proceeds of taxes" include, but are not limited to, all tax revenues and the proceeds to an entity of government from: (i) regulatory licenses, user charges, and user fees (but only to the extent that such proceeds exceed the cost reasonably borne by the entity in providing the service or regulation); and (ii) the investment of tax revenues. Article XIIIB includes a requirement that if an entity's revenues in any year exceed the amounts that are permitted to be spent, the excess would have to be returned by revising tax rates or fee schedules over the subsequent two years.

Certain expenditures are excluded from the appropriations limit, including payments of indebtedness that were existing or legally authorized as of January 1, 1979, or of bonded indebtedness thereafter approved by the voters, and payments that are required to comply with court or federal mandates which without discretion require an expenditure for additional services or which unavoidably make the provision of existing services more costly.

The District is of the opinion that its charges for Wastewater Service do not exceed the costs that it reasonably bears in providing such services and therefore are not subject to the limits of Article XIIIB. See the caption "SECURITY FOR THE CERTIFICATES — Rate Covenant" for a description of the District's covenant to set rates and charges for the Wastewater Service.

Proposition 218

General. An initiative measure entitled the "Right to Vote on Taxes Act" (the "**Initiative**") was approved by the voters of the State at the November 5, 1996 general election. The Initiative added Articles XIIIC and XIIID to the State Constitution. According to the "Title and Summary" of the Initiative prepared by the State Attorney General, the Initiative limits "the authority of local governments to impose taxes and property-related assessments, fees and charges."

Article XIIID. Article XIIID defines the terms "fee" and "charge" to mean "any levy other than an ad valorem tax, a special tax or an assessment, imposed by an agency upon a parcel or upon a person as an incident of property ownership, including user fees or charges for a property-related service." A "property-related service" is defined as "a public service having a direct relationship to property ownership." Article XIIID further provides that reliance by an agency on any parcel map (including an assessor's parcel map) may be considered a significant factor in determining whether a fee or charge is imposed as an incident of property ownership.

Article XIIID requires that any agency which imposes or increases any property-related fee or charge must provide written notice thereof to the record owner of each identified parcel upon which such fee or charge is to be imposed and must conduct a public hearing with respect thereto. The proposed fee or charge may not be imposed or increased if a majority of owners of the identified parcels file written protests against it. As a result, because fees for water service and wastewater service are a "fee" or "charge" as defined in Article XIIID, the local government's ability to increase such fees or charges may be limited by a majority protest.

In addition, Article XIIID includes a number of limitations that are applicable to existing fees and charges, including provisions to the effect that: (a) revenues that are derived from the fee or charge may not exceed the funds which are required to provide the property-related service; (b) such revenues may not be used for any purpose other than that for which the fee or charge was imposed; (c) the amount of a fee or charge that is imposed upon any parcel or person as an incident of property ownership may not exceed the proportional cost of the service attributable to the parcel; and (d) no such fee or charge may be imposed for a service unless that service is actually used by, or immediately available to, the owner of the property in question. Property-related fees or charges based on potential or future use of a service are not permitted.

Based upon the California Court of Appeal decision in *Howard Jarvis Taxpayers Association v. City of Los Angeles*, 85 Cal. App. 4th 79 (2000), which was denied review by the State Supreme Court, it was generally believed that Article XIIID did not apply to charges for water and wastewater services that are "primarily based on the amount consumed" (*i.e.*, metered water or wastewater rates), which had been held to be commodity charges related to consumption of the service, not property ownership. The State Supreme Court ruled in *Bighorn-Desert View Water Agency v. Verjil*, 39 Cal. 4th 205 (2006) (the "***Bighorn*** **Case**"), however, that fees for ongoing water service through an existing connection were property-related fees and charges. The Court specifically disapproved the holding in *Howard Jarvis Taxpayers Association v. City of Los Angeles* that metered water rates are not subject to Proposition 218. The District complies with the notice, hearing and protest procedures of Article XIIID when considering rate increases.

Article XIIIC. Article XIIIC provides that the initiative power may not be prohibited or otherwise limited in matters of reducing or repealing any local tax, assessment, fee or charge and that the power of initiative to affect local taxes, assessments, fees and charges is applicable to all local governments. Article XIIIC does not define the terms "local tax," "assessment," "fee" or "charge," so it was unclear whether the definitions set forth in Article XIIID referred to above are applicable to Article XIIIC. Moreover, the provisions of Article XIIIC are not expressly limited to local taxes, assessments, fees and charges imposed after November 6, 1996. On July 24, 2006, the State Supreme Court held in the *Bighorn* Case that the provisions of Article XIIIC applied to rates and fees charged for domestic water use. In the decision, the Court noted that the decision did not address whether an initiative to reduce fees and charges could override statutory rate setting obligations.

On August 3, 2020, the State Supreme Court issued an opinion in *Wilde v. City of Dunsmuir* (Cal. S. Ct. S252915) holding that taxpayers do not have the right under Proposition 218 to challenge water rates by referendum, and the District does not believe that Article XIIIC grants to the voters within the District the power (whether by initiative under Article XIIIC or otherwise, or by referendum, which is not authorized under Article XIIIC) to repeal or reduce rates and charges for the Wastewater Service in a manner that would interfere with the contractual obligations of the District or the obligation of the District to maintain and operate the Wastewater System. However, there can be no assurance as to the availability of particular remedies adequate to protect the Beneficial Owners of the Certificates. Remedies that are available to Beneficial Owners of the Certificates in the event of a default by the District are dependent upon judicial actions which are often subject to discretion and delay and could prove both expensive and time-consuming to obtain. So long as the Certificates are held in book-entry form, DTC (or its nominee) will be the sole registered owner of the Certificates and the rights and remedies of the Certificate Owners will be exercised through the procedures of DTC.

In addition to the specific limitations on remedies which are contained in the applicable documents themselves, the rights and obligations with respect to the Certificates, the Trust Agreement and the Installment Purchase Agreement are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights, to the application of equitable principles if equitable remedies are sought and to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State. The various opinions of counsel to be delivered with respect to such documents, including the opinion of Special Counsel (the form of which is attached as Appendix C), will be similarly qualified.

Future Initiatives

Articles XIIIB, XIIIC and XIIID were adopted as measures that qualified for the ballot pursuant to the State's initiative process. From time to time other initiatives could be proposed and adopted affecting the District's revenues or ability to increase revenues.

Proposition 26

On November 2, 2010, voters in the State approved Proposition 26. Proposition 26 amends Article XIIIC to expand the definition of "tax" to include "any levy, charge, or exaction of any kind imposed by a local government" except the following: (1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege; (2) a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product; (3) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; (4) a charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property; (5) a fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law; (6) a charge imposed as a condition of property development; and (7) assessments and property-related fees imposed in accordance with the provisions of Article XIIID. Proposition 26 provides that the local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity. The District does not believe that the enactment of Proposition 26 affects its ability to charge for services provided by its Wastewater System.

THE CORPORATION

The Corporation was organized on November 1, 1988 pursuant to the Nonprofit Public Benefit Corporation Law of the State (Title 1, Division 2, Part 2 of the Corporations Code), for the purpose of providing financial assistance to the District by acquiring, constructing, improving and financing various facilities, land and equipment, and by leasing or selling certain facilities, land and equipment for the use, benefit and enjoyment of the public served by the District (as well as any other purpose incidental thereto). The Corporation was formed at the request of the District to assist in financings such as the installment purchase described in this Official Statement. The members of the District Board serve as the Board of Directors of the Corporation. The Corporation has no liability to the Owners, and has pledged none of its moneys, funds or assets to any 2026 Installment Payments or any payments under the Certificates.

TAX MATTERS

In the opinion of Special Counsel, under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest (and original issue discount) with respect to the Certificates is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. However, it should be noted that, with respect to applicable corporations as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended (the "Code"), generally certain corporations with more than $1,000,000,000 of average annual adjusted financial statement income, interest (and original issue discount) with respect to the Certificates might be taken into account in determining adjusted financial statement income for purposes of computing the alternative minimum tax imposed by Section 55 of the Code on such corporations. In the further opinion of Special Counsel, interest (and original issue discount) with respect to the Certificates is exempt from State of California personal income tax.

Special Counsel's opinion as to the exclusion from gross income for federal income tax purposes of interest (and original issue discount) with respect to the Certificates is based upon certain representations of fact and certifications made by the Corporation, the District and others and is subject to the condition that the Corporation and the District comply with all requirements of the Code, that must be satisfied subsequent to the issuance of the Certificates to assure that interest (and original issue discount) with respect to the Certificates will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest (and original issue discount) with respect to the Certificates to be included in gross income for federal income tax purposes retroactive to the date of execution and delivery of the Certificates. The Corporation and the District have covenanted to comply with all such requirements.

In the opinion of Special Counsel, the difference between the issue price of a Certificate (the first price at which a substantial amount of the Certificates of a maturity is to be sold to the public) and the stated prepayment price at maturity of such Certificate constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Beneficial Owner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by a Beneficial Owner will increase the Beneficial Owner's basis in the applicable Certificate. The amount of original issue discount that accrues to the Beneficial Owner of a Certificate is excluded from the gross income of such Beneficial Owner for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals.

The amount by which a Certificate Owner's original basis for determining loss on sale or exchange in the applicable Certificate (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable premium, which must be amortized under Section 171 of the Code; such amortizable premium reduces the Certificate Owner's basis in the applicable Certificate (and the amount of tax-exempt interest received with respect to the Certificates), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of Certificate premium may result in a Certificate Owner realizing a taxable gain when a Certificate is sold by the Owner for an amount equal to or less (under certain circumstances) than the original cost of the Certificate to the Owner. Purchasers of the Certificates should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable Certificate premium.

The Internal Revenue Service (the "**IRS**") has initiated an expanded program for the auditing of tax-exempt obligations, including both random and targeted audits. It is possible that the Certificates will be selected for audit by the IRS. It is also possible that the market value of the Certificates might be affected as a result of such an audit of the Certificates (or by an audit of similar municipal obligations). No assurance can be given that in the course of an audit, as a result of an audit, or otherwise, Congress or the IRS might not change the Code (or interpretation thereof) subsequent to the execution and delivery of the Certificates to the extent that it adversely affects the exclusion from gross income of interest (and original issue discount) with respect to the Certificates or their market value.

SUBSEQUENT TO THE EXECUTION AND DELIVERY OF THE CERTIFICATES THERE MIGHT BE FEDERAL, STATE OR LOCAL STATUTORY CHANGES (OR JUDICIAL OR REGULATORY CHANGES TO OR INTERPRETATIONS OF FEDERAL, STATE OR LOCAL LAW) THAT AFFECT THE FEDERAL, STATE OR LOCAL TAX TREATMENT OF THE CERTIFICATES, INCLUDING THE IMPOSITION OF ADDITIONAL FEDERAL INCOME OR STATE TAXES ON OWNERS OF TAX-

EXEMPT STATE OR LOCAL OBLIGATIONS, SUCH AS THE CERTIFICATES. THESE CHANGES COULD ADVERSELY AFFECT THE MARKET VALUE OR LIQUIDITY OF THE CERTIFICATES. NO ASSURANCE CAN BE GIVEN THAT SUBSEQUENT TO THE ISSUANCE OF THE CERTIFICATES STATUTORY CHANGES WILL NOT BE INTRODUCED OR ENACTED OR JUDICIAL OR REGULATORY INTERPRETATIONS WILL NOT OCCUR HAVING THE EFFECTS DESCRIBED ABOVE. BEFORE PURCHASING ANY OF THE CERTIFICATES, ALL POTENTIAL PURCHASERS SHOULD CONSULT THEIR TAX ADVISORS REGARDING POSSIBLE STATUTORY CHANGES OR JUDICIAL OR REGULATORY CHANGES OR INTERPRETATIONS, AND THEIR COLLATERAL TAX CONSEQUENCES RELATING TO THE CERTIFICATES.

Special Counsel's opinions may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. Special Counsel has not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. The Trust Agreement, the Installment Purchase Agreement and the Tax Certificate relating to the Certificates permit certain actions to be taken or to be omitted if a favorable opinion of Special Counsel is provided with respect thereto. Special Counsel expresses no opinion as to the effect on the exclusion from gross income of interest (and original issue discount) for federal income tax purposes with respect to any Certificate if any such action is taken or omitted based upon the advice of counsel other than Stradling Yocca Carlson & Rauth LLP.

Although Special Counsel has rendered an opinion that interest (and original issue discount) with respect to the Certificates is excluded from gross income for federal income tax purposes provided that the Corporation and the District continue to comply with certain requirements of the Code, the ownership of the Certificates and the accrual or receipt of interest (and original issue discount) with respect to the Certificates may otherwise affect the tax liability of certain persons. Special Counsel expresses no opinion regarding any such tax consequences. Accordingly, before purchasing any of the Certificates, all potential purchasers should consult their tax advisors with respect to collateral tax consequences relating to the Certificates.

Should interest (and original issue discount) with respect to the Certificates become includable in gross income for federal income tax purposes, the Certificates are not subject to early prepayment and will remain outstanding until maturity or until prepayment in accordance with the Trust Agreement.

A copy of the proposed form of opinion of Special Counsel is set forth in Appendix C.

CERTAIN LEGAL MATTERS

The validity of the Installment Purchase Agreement and the Trust Agreement are subject to the approval of Stradling Yocca Carlson & Rauth LLP, Newport Beach, California, acting as Special Counsel. The form of such legal opinion is set forth in Appendix C and such legal opinion will be attached to each Certificate.

Certain legal matters will be passed upon for the District by Stradling Yocca Carlson & Rauth LLP, Disclosure Counsel, for the Underwriter by Chapman and Cutler LLP, and for the District and the Corporation by Rebecca Hooley, Esq., District Counsel. Certain legal matters will be passed upon for the Trustee by its counsel. Payment of the fees of Special Counsel is contingent upon execution and delivery of the Certificates. From time to time, Special Counsel and Disclosure Counsel represent the Underwriter on matters unrelated to the Certificates.

MUNICIPAL ADVISOR

The District has retained Urban Futures, Inc., Walnut Creek, California, as its Municipal Advisor in connection with the execution and delivery of the Certificates. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement.

The Municipal Advisor is an independent financial advisory firm and is not engaged in the business of underwriting, trading or distributing municipal securities or other public securities. The payment of the fees of the Municipal Advisor is contingent upon the execution and delivery of the Certificates.

LITIGATION

General

At the time of execution and delivery of the Certificates, the District will certify substantially to the effect that there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, pending or, to the knowledge of the District or the Corporation, threatened against the District or the Corporation affecting the existence of the District or the Corporation or the titles of their directors or officers to their respective offices or seeking to restrain or to enjoin the sale or delivery of the Certificates, the application of the proceeds thereof in accordance with the Trust Agreement, or in any way contesting or affecting the validity or enforceability of the Certificates, the Trust Agreement, or the Installment Purchase Agreement or any action of the District or the Corporation contemplated by any of said documents, or in any way contesting the completeness or accuracy of this Official Statement or any amendment or supplement thereto, or contesting the powers of the District or the Corporation or their respective authority with respect to the Certificates or any action of the District or the Corporation contemplated by any of said documents, nor to the knowledge of the District is there any basis therefor.

RATING

The District expects that S&P Global Ratings, a Standard & Poor's Financial Services LLC business ("**S&P**") will assign the Certificates the rating of "___".

Future events could have an adverse impact on the rating of the Certificates, and there is no assurance that any credit rating that is given to the Certificates will be maintained for any period of time or that a rating may not be qualified, downgraded, lowered or withdrawn entirely by a rating agency if, in the judgment of such rating agency, circumstances so warrant, nor can there be any assurance that the criteria required to achieve a rating on the Certificates will not change during the period that the Certificates remain outstanding. Any such qualification, downgrade, lowering or withdrawal of the rating may have an adverse effect on the market price of the Certificates. The rating reflects only the current views and current rating criteria of S&P (which views and criteria could change at any time), and an explanation of the significance of such rating may be obtained from S&P. Generally, rating agencies base their ratings on information and materials furnished to them (which may include information and material from the District that is not included in this Official Statement) and on investigations, studies and assumptions by the rating agencies.

The District has covenanted in the Continuing Disclosure Agreement to file notices of any rating changes on the Certificates with EMMA. See the caption "CONTINUING DISCLOSURE" and Appendix E. Notwithstanding such covenant, information relating to rating changes on the Certificates may be publicly available from S&P prior to such information being provided to the District and prior to the date by which the District is obligated to file a notice of rating change. Purchasers of the Certificates are directed to S&P and their respective websites and official media outlets for the most current rating with respect to the Certificates after the initial execution and delivery thereof.

In providing a rating on the Certificates, S&P may have performed independent calculations of coverage ratios using its own internal formulas and methodology, which may not reflect the provisions of the Trust Agreement or the Installment Purchase Agreement. The District makes no representations as to any such calculations, and such calculations should not be construed as a representation by the District as to past or future compliance with any financial covenants, the availability of particular revenues for the payment of debt service or for any other purpose.

UNDERWRITING

The Certificates are being purchased by Ramirez & Co., Inc. (the "**Underwriter**"), pursuant to a Certificate Purchase Agreement (the "**Certificate Purchase Agreement**"), by and between the District and the Underwriter. Under the Certificate Purchase Agreement, the Underwriter has agreed to purchase all, but not less than all, of the Certificates for an aggregate purchase price of $__________, being the aggregate principal amount of the Certificates of $___________, less an Underwriter's discount of $___________ and [plus/less] [net] original issue [premium/discount] of $___________. The Certificate Purchase Agreement provides that the Underwriter will purchase all of the Certificates if any are purchased, the obligation to make such a purchase being subject to certain terms and conditions set forth in the Certificate Purchase Agreement, the approval of certain legal matters by counsel and certain other conditions.

Under certain circumstances, the initial public offering yields stated on the page immediately following the cover of this Official Statement may be changed from time to time by the Underwriter. The Underwriter may offer and sell the Certificates to certain dealers (including dealers depositing the Certificates into investment trusts), dealer banks, banks acting as agent and others at yields higher than said public offering yields.

CONTINUING DISCLOSURE UNDERTAKING

The District has covenanted in a Continuing Disclosure Agreement, dated as of October 1, 2026 (the "**Continuing Disclosure Agreement**"), by and between the District and Urban Futures, Inc., as dissemination agent, to provide annually certain financial information and operating data relating to the Wastewater System of the District by not later than each March 31 following the end of its Fiscal Year, including the audited Financial Statements of the District for each such Fiscal Year (together, the "**Annual Report**"), commencing with the Annual Report for Fiscal Year 2025-26, due March 31, 2027, and to provide notices of the occurrence of certain enumerated events.

The specific nature of the information to be contained in the Annual Report and the notices of enumerated events is set forth in Appendix E. These covenants have been made in order to assist the Underwriter in complying with Section (b)(5) of Rule 15c2-12 (the "**Rule**") adopted by the Securities and Exchange Commission.

The District has not, within the last five years, been subject to any continuing disclosure undertakings under the Rule, other than the Continuing Disclosure Agreement relating to the Certificates. In order to ensure compliance with the District's continuing disclosure obligations in the future, the District has retained Urban Futures, Inc. to assist with the preparation and filing of Annual Reports.

MISCELLANEOUS

Insofar as any statements made in this Official Statement involve matters of opinion or of estimates, whether or not expressly stated, they are set forth as such and not as representations of fact. No representation is made that any of the statements will be realized. Neither this Official Statement nor any statement which may have been made verbally or in writing is to be construed as a contract with the Owners of the Certificates.

The execution and delivery of this Official Statement have been duly authorized by the District.

DELTA DIABLO

____
General Manager

APPENDIX A

AUDITED FINANCIAL STATEMENTS

APPENDIX B

SUMMARY OF PRINCIPAL LEGAL DOCUMENTS

The following is a summary of certain provisions of the Installment Purchase Agreement and the Trust Agreement which are not described elsewhere. This summary does not purport to be comprehensive and reference should be made to the respective agreement for a full and complete statement of the provisions thereof.

APPENDIX C

FORM OF LEGAL OPINION

Upon execution and delivery of the Certificates, Stradling Yocca Carlson & Rauth LLP, Special Counsel, proposes to render its final approving opinion in substantially the following form:

________, 2026

Delta Diablo
Antioch, California 94509

Re: *$___________ Delta Diablo 2026 Wastewater Revenue Certificates of Participation*

Members of the Board of Directors:

We have acted as Special Counsel to Delta Diablo (the "District") in connection with the execution and delivery of $___________ aggregate principal amount of the Delta Diablo 2026 Wastewater Revenue Certificates of Participation (the "Certificates"), dated the date hereof, evidencing and representing an interest of the registered owner thereof in the right to receive a portion of certain Installment Payments (as that term is defined in the Trust Agreement hereinafter mentioned) under and pursuant to that certain Installment Purchase Agreement, dated as of October 1, 2026 (the "Agreement"), by and between the District and the Delta Diablo Integrated Financing Corporation (the "Corporation"), which right to receive such Installment Payments has been assigned by the Corporation to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), pursuant to the Assignment Agreement, dated as of October 1, 2026, by and between the Trustee and the Corporation. The Certificates have been executed by the Trustee pursuant to the terms of the Trust Agreement, dated as of October 1, 2026 (the "Trust Agreement"), by and among the District, the Corporation and the Trustee.

In connection with our representation we have examined a certified copy of the proceedings relating to the Certificates. As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigations.

Based upon the foregoing and after examination of such questions of law as we have deemed relevant in the circumstances, but subject to the limitations set forth herein, we are of the opinion that:

1. The proceedings show lawful authority for the execution and delivery by the District of the Agreement and the Trust Agreement under the laws of the State of California now in force, the Agreement and the Trust Agreement have been duly authorized, executed and delivered by the District, and, assuming due authorization, execution and delivery by the Trustee and the Corporation, as appropriate, are valid and binding obligations of the District enforceable against the District in accordance with their respective terms.

2. The Certificates, assuming due execution and delivery by the Trustee, are entitled to the benefits of the Trust Agreement.

3. The obligation of the District to make the Installment Payments from Net Revenues (as defined in the Agreement) is an enforceable obligation of the District and does not constitute a debt of the District, of the County of Contra Costa, or of the State of California or of any political subdivision thereof in contravention of any constitutional or statutory debt limit or restriction, and does not constitute an obligation for which the District is obligated to levy or pledge any form of taxation or for which the District has levied or pledged any form of taxation.

4. Under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, the portion of each Installment Payment constituting interest (and original issue discount) with respect to the Certificates is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals; however, it should be noted that, with respect to applicable corporations as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended (the "Code"), the portion of each Installment Payment constituting interest (and original issue discount) with respect to the Certificates might be taken into account in determining adjusted financial statement income for purposes of computing the alternative minimum tax imposed on such corporations.

5. The portion of each Installment Payment constituting interest (and original issue discount) is exempt from State of California personal income tax.

6. The difference between the issue price of a Certificate (the first price at which a substantial amount of the Certificates of a maturity is to be sold to the public) and the stated prepayment price at maturity with respect to such Certificate constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Certificate Owner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by a Certificate Owner will increase the Certificate Owner's basis in the applicable Certificate. In the opinion of Special Counsel, the amount of original issue discount that accrues to the Owner of a Certificate is excluded from the gross income of such Owner for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations.

7. The amount by which a Certificate Owner's original basis for determining loss on sale or exchange in the applicable Certificate (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable premium, which must be amortized under Section 171 of the Code; such amortizable premium reduces the Certificate Owner's basis in the applicable Certificate (and the amount of tax-exempt interest received with respect thereto), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of Certificate premium may result in a Certificate Owner realizing a taxable gain when a Certificate is sold by the Owner for an amount equal to or less (under certain circumstances) than the original cost of the Certificates to the Owner. Purchasers of the Certificates should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable Certificate premium.

The opinions expressed herein as to the exclusion from gross income of the portion of each Installment Payment constituting interest (and original issue discount) with respect to the Certificates are based upon certain representations of fact and certifications made by the District and others and are subject to the condition that the District complies with all requirements of the Code that must be satisfied subsequent to the execution and delivery of the Certificates to assure that such portion of each Installment Payment constituting interest (and original issue discount) with respect to the Certificates will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause the portion of each Installment Payment with respect to the Certificates constituting interest (and original issue discount) to be included in gross income for federal income tax purposes retroactive to the date of execution and delivery of the Certificates. The District has covenanted to comply with all such requirements.

The opinions expressed herein may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. Our engagement with respect to the Certificates terminates on the date of their execution and delivery. The Trust Agreement, the Agreement and the Tax Certificate (as that term is defined in the Trust Agreement) relating to the Certificates permit certain actions to be taken or to be omitted if a favorable opinion of Special Counsel is provided with respect thereto. No opinion is expressed herein as to the effect on the exclusion from gross income of the portion of each Installment Payment constituting interest (and original issue discount) with respect to the Certificates for federal income tax purposes with respect to any

Certificate if any such action is taken or omitted based upon the opinion or advice of counsel other than ourselves. Other than expressly stated herein, we express no other opinion regarding tax consequences with respect to the Certificates.

The opinions expressed herein are based upon our analysis and interpretation of existing laws, regulations, rulings and judicial decisions and cover certain matters not directly addressed by such authorities. We call attention to the fact that the rights and obligations under the Trust Agreement, the Agreement and the Certificates are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State of California.

By delivering this opinion, we are not expressing any opinion with respect to any indemnification, contribution, liquidated damages, penalty (including any remedy deemed to constitute a penalty), right of set-off, arbitration, judicial reference, choice of law, choice of forum, choice of venue, non-exclusivity of remedies, waiver or severability provisions contained in the Trust Agreement or Agreement, nor are we expressing any opinion with respect to the state or quality of title to or interest in any assets described in or as subject to the lien of the Trust Agreement or the accuracy or sufficiency of the description contained therein of, or the remedies available to enforce liens on any assets thereunder.

Our opinion is limited to matters governed by the laws of the State of California and federal law. We assume no responsibility with respect to the applicability or the effect of the laws of any other jurisdiction.

We express no opinion herein as to the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Certificates and expressly disclaim any duty to advise the Owners of the Certificates with respect to matters contained in the Official Statement.

Respectfully submitted,

APPENDIX D

DTC AND BOOK-ENTRY ONLY SYSTEM

The information in this Appendix concerning DTC and DTC's book-entry only system has been obtained from sources that the District and the Underwriter believe to be reliable, but neither the District nor the Underwriter takes any responsibility for the completeness or accuracy thereof. The following description of the procedures and record keeping with respect to beneficial ownership interests in the Certificates, payment of principal, premium, if any, accreted value, if any, and interest with respect to the Certificates to DTC Participants or Beneficial Owners, confirmation and transfers of beneficial ownership interests in the Certificates and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC.

The Depository Trust Company ("DTC") will act as securities depository for the Certificates. The Certificates will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered certificate will be issued for each annual maturity of the Certificates, each in the aggregate principal amount of such annual maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Certificates under the DTC system must be made by or through Direct Participants, which will receive a credit for the Certificates on DTC's records. The ownership interest of each actual purchaser of each Certificates ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Certificates are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Certificates, except in the event that use of the book-entry system for the Certificates is discontinued.

To facilitate subsequent transfers, all Certificates deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Certificates with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Certificates; DTC's records reflect only the identity of the Direct Participants to whose accounts such

Certificates are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Certificates may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Certificates, such as prepayments, tenders, defaults, and proposed amendments to the Certificate documents. For example, Beneficial Owners of Certificates may wish to ascertain that the nominee holding the Certificates for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Prepayment notices shall be sent to DTC. If less than all of the Certificates within a maturity are being prepaid, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be prepaid.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Certificates unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Certificates are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Prepayment proceeds, distributions, and dividend payments with respect to the Certificates will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of prepayment proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Certificate Owner shall give notice to elect to have its Certificates purchased or tendered, through its Participant, to the Trustee, and shall effect delivery of such Certificates by causing the Direct Participant to transfer the Participant's interest in the Certificates, on DTC's records, to the Trustee. The requirement for physical delivery of Certificates in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Certificates are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Certificates to the Trustee's DTC account. DTC may discontinue providing its services as depository with respect to the Certificates at any time by giving reasonable notice to the District or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, physical certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, certificates will be printed and delivered to DTC.

THE TRUSTEE, AS LONG AS A BOOK-ENTRY ONLY SYSTEM IS USED FOR THE CERTIFICATES, WILL SEND ANY NOTICE OF PREPAYMENT OR OTHER NOTICES TO OWNERS ONLY TO DTC. ANY FAILURE OF DTC TO ADVISE ANY DTC PARTICIPANT, OR OF ANY DTC PARTICIPANT TO NOTIFY ANY BENEFICIAL OWNER, OF ANY NOTICE AND ITS CONTENT OR EFFECT WILL NOT AFFECT THE VALIDITY OF SUFFICIENCY OF THE PROCEEDINGS RELATING TO THE PREPAYMENT OF THE CERTIFICATES CALLED FOR PREPAYMENT OR OF ANY OTHER ACTION PREMISED ON SUCH NOTICE.

APPENDIX E

FORM OF CONTINUING DISCLOSURE AGREEMENT

Upon the execution and delivery of the Certificates, the District proposes to enter into a Continuing Disclosure Agreement in substantially the following form:

This Continuing Disclosure Agreement (the "**Disclosure Agreement**") is executed and delivered by and between Delta Diablo (the "**District**") and Urban Futures, Inc. in its capacity as dissemination agent (the "**Dissemination Agent**"), in connection with the execution and delivery of the Delta Diablo 2026 Wastewater Revenue Certificates of Participation in an aggregate principal amount of $___________ (the "**Certificates**"). The Certificates are being executed and delivered pursuant to the provisions of that certain Trust Agreement, dated as of October 1, 2026 (the "**Trust Agreement**"), by and among the District, the Delta Diablo Integrated Financing Corporation and U.S. Bank Trust Company, National Association, as trustee (the "**Trustee**"). The District and the Dissemination Agent hereby certify, covenant and agree as follows:

Section 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the parties hereto for the benefit of the holders and Beneficial Owners of the Certificates and in order to assist the Participating Underwriter in complying with the Rule.

Section 2. Definitions. In addition to the definitions set forth in the Trust Agreement, which apply to any capitalized terms used in this Disclosure Agreement, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Annual Report Date" shall mean each March 31 after the end of the District's fiscal year, the end of which, as of the date of this Disclosure Agreement, is June 30.

"*Beneficial Owner*" shall mean any person which: (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Certificates (including persons holding Certificates through nominees, depositories or other intermediaries); or (b) is treated as the owner of any Certificates for federal income tax purposes.

"Dissemination Agent" shall mean, initially, Urban Futures, Inc., acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent that is so designated in writing by the District and has filed with the then-current Dissemination Agent a written acceptance of such designation.

"*Financial Obligation*" shall mean a: (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) guarantee of (A) or (B). The term "Financial Obligation" shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

"Listed Events" shall mean any of the events listed in Sections 5(a) and (b) of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"Official Statement" shall mean the Official Statement relating to the Certificates.

"Participating Underwriter" shall mean any of the original underwriters of the Certificates required to comply with the Rule in connection with offering of the Certificates.

"Rule" shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" shall mean the Securities and Exchange Commission.

Section 3. Provision of Annual Reports.

(a) The District shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date (commencing with the Annual Report for Fiscal Year 2025-26, due March 31, 2027) provide to the MSRB an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Agreement. Not later than 15 calendar days prior to such date, the District shall provide its Annual Report to the Dissemination Agent, if such Dissemination Agent is a different entity than the District. The Annual Report must be submitted in an electronic format as prescribed by the MSRB, accompanied by such identifying information as is prescribed by the MSRB, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; provided that any audited financial statements of the District may be submitted separately from the balance of the Annual Report, and not later than the date required above for the filings of the Annual Report. If the District's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(a). The District shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished hereunder. The Dissemination Agent may conclusively rely upon such certification of the District and shall have no duty or obligation to review such Annual Report.

(b) If the District is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the District in a timely manner shall send to the MSRB a notice in an electronic format as prescribed by the MSRB, accompanied by such identifying information as prescribed by the MSRB.

(c) The Dissemination Agent shall:

1. provide any Annual Report received by it to the MSRB by the date required in subsection (a);

2. file a report with the District and the Trustee (if the Dissemination Agent is other than the Trustee) certifying that the Annual Report has been provided to the MSRB pursuant to this Disclosure Agreement and stating the date it was provided; and

3. take any other actions as are mutually agreed upon between the Dissemination Agent and the District.

Section 4. Content of Annual Reports. The Annual Report shall contain or incorporate by reference the following:

(a) Audited financial statements of the District for the prior fiscal year prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If such audited financial statements are not available at the time that the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Principal amount of the Certificates outstanding.

(c) An update of the information for the prior fiscal year in substantially the form set forth in the following tables in the Official Statement under the caption "THE WASTEWATER SYSTEM OF THE DISTRICT":

1. Historical Wastewater System Connections;

2. Historical Wastewater System Usage;

3. Historical Wastewater System Service Charge Revenues; and

4. Largest Wastewater System Customers;

(d) An update of the information for the prior fiscal year in substantially the form set forth in the following table in the Official Statement under the caption "FINANCIAL INFORMATION OF THE DISTRICT":

1. Historical Operating Results and Debt Service Coverage.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, that are available to the public on the MSRB's Internet website or filed with the SEC. If the document included by reference is a final official statement, it must be available from the MSRB. The District shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the District shall give, or shall cause the Dissemination Agent to give, notice of the occurrence of any of the following events with respect to the Certificates in a timely manner not more than ten (10) Business Days after the event:

1. Principal and interest payment delinquencies.

2. Unscheduled draws on debt service reserves reflecting financial difficulties.

3. Unscheduled draws on credit enhancements reflecting financial difficulties.

4. Substitution of credit or liquidity providers, or their failure to perform.

5. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability or Notices of Proposed Issue (IRS Form 5701 TEB).

6. Tender offers.

7. Defeasances.

8. Rating changes.

9. Bankruptcy, insolvency, receivership or similar proceedings.

Note: For the purposes of the event identified in subparagraph (9), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

10. Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

(b) Pursuant to the provisions of this Section 5, the District shall give, or shall cause the Dissemination Agent to give, notice of the occurrence of any of the following events with respect to the Certificates, if material, in a timely manner not more than ten (10) Business Days after occurrence:

1. Unless described in Section 5(a)(5), other notices or determinations by the Internal Revenue Service with respect to the tax status of the Certificates or other events affecting the tax status of the Certificates.

2. Modifications to the rights of Certificate holders.

3. Certificate calls.

4. Release, substitution or sale of property securing repayment of the Certificates.

5. Non-payment related defaults.

6. The consummation of a merger, consolidation or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms.

7. Appointment of a successor or additional trustee or the change of the name of a trustee.

8. Incurrence of a Financial Obligation of the District, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders.

(c) If the District determines that knowledge of the occurrence of a Listed Event under subsection (b) would be material under applicable federal securities laws, and if the Dissemination Agent is other than the District, the District shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to file a notice of such occurrence with the MSRB in an electronic format as prescribed by the MSRB in a timely manner not more than ten (10) Business Days after the event.

(d) If the District determines that a Listed Event under subsection (b) would not be material under applicable federal securities laws and if the Dissemination Agent is other than the District, the District shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence.

(e) The District hereby agrees that the undertaking set forth in this Disclosure Agreement is the responsibility of the District and, if the Dissemination Agent is other than the District, the Dissemination Agent shall not be responsible for determining whether the District's instructions to the Dissemination Agent under this Section 5 comply with the requirements of the Rule.

Section 6. Termination of Reporting Obligation. The obligations of the District and the Dissemination Agent specified in this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Certificates. If such termination occurs prior to the final maturity of the Certificates, the District shall give notice of such termination in the same manner as for a Listed Event under Section 5(a).

Section 7. Dissemination Agent. The District may from time to time appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the District shall act as Dissemination Agent.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the District may amend this Disclosure Agreement (and the Dissemination Agent shall agree to any amendment requested by the District, provided that the Dissemination Agent shall not be obligated to enter into any amendment increasing or affecting its duties or obligations), and any provision of this Disclosure Agreement may be waived, if the District has received an opinion of counsel knowledgeable in federal securities laws to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

The District shall describe any amendment to this Disclosure Agreement in the next Annual Report filed after such amendment takes effect.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the annual financial information containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the District to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative. A notice of the change in the accounting principles shall be sent to the MSRB.

Section 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the District shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the District to comply with any provisions of this Disclosure Agreement, any Participating Underwriter or any holder or Beneficial Owner of the Certificates, or the Trustee on behalf of the holders of the Certificates (after receiving indemnification to its satisfaction), may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed to be a default under the Trust Agreement, and the sole remedy under this Disclosure Agreement in the event of any failure of the District to comply with this Disclosure Agreement shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities that it may incur arising out of or in the exercise or performance of its duties as described hereunder, if any, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Certificates. The Dissemination Agent shall not be responsible in any manner for the format or content of any notice or Annual Report prepared by the District pursuant to this Disclosure Agreement. The District shall pay the reasonable fees and expenses of the Dissemination Agent for its duties as described hereunder. The Dissemination Agent shall be entitled to the protections and limitations from liability afforded to the Trustee under Article VIII of the Trust Agreement. The Dissemination Agent shall have no duty to enforce compliance by the District with this Disclosure Agreement.

Section 12. Notices. Any notices or communications to or among any of the parties to this Disclosure Agreement may be given to the Dissemination Agent (if other than the District) and to the District as follows:

District:	Delta Diablo 2500 Pittsburg-Antioch Highway Antioch, CA 94509 Attention: General Manager
Dissemination Agent:	Urban Futures, Inc. 1470 Maria Lane, Suite 315 Walnut Creek, California 94596 Attention: Wing-See Fox Reference: Delta Diablo 2026 Certificates

Section 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the District, the Dissemination Agent, the Trustee, the Participating Underwriter and holders and Beneficial Owners from time to time of the Certificates, and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure Agreement may be executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original.

Date: __________, 2026

DELTA DIABLO

By: ____
General Manager

URBAN FUTURES, INC.,
as Dissemination Agent

By: ____
Authorized Signatory

CONTINUING DISCLOSURE AGREEMENT

Upon the execution and delivery of the Certificates, the District proposes to enter into a Continuing Disclosure Agreement in substantially the following form:

This Continuing Disclosure Agreement (the "**Disclosure Agreement**") is executed and delivered by and between Delta Diablo (the "**District**") and Urban Futures, Inc. in its capacity as dissemination agent (the "**Dissemination Agent**"), in connection with the execution and delivery of the Delta Diablo 2026 Wastewater Revenue Certificates of Participation in an aggregate principal amount of $___________ (the "**Certificates**"). The Certificates are being executed and delivered pursuant to the provisions of that certain Trust Agreement, dated as of October 1, 2026 (the "**Trust Agreement**"), by and among the District, the Delta Diablo Integrated Financing Corporation and U.S. Bank Trust Company, National Association, as trustee (the "**Trustee**"). The District and the Dissemination Agent hereby certify, covenant and agree as follows:

Section 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the parties hereto for the benefit of the holders and Beneficial Owners of the Certificates and in order to assist the Participating Underwriter in complying with the Rule.

Section 2. Definitions. In addition to the definitions set forth in the Trust Agreement, which apply to any capitalized terms used in this Disclosure Agreement, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Annual Report Date" shall mean each March 31 after the end of the District's fiscal year, the end of which, as of the date of this Disclosure Agreement, is June 30.

"*Beneficial Owner*" shall mean any person which: (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Certificates (including persons holding Certificates through nominees, depositories or other intermediaries); or (b) is treated as the owner of any Certificates for federal income tax purposes.

"Dissemination Agent" shall mean, initially, Urban Futures, Inc., acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent that is so designated in writing by the District and has filed with the then-current Dissemination Agent a written acceptance of such designation.

"*Financial Obligation*" shall mean a: (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) guarantee of (A) or (B). The term "Financial Obligation" shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

"Listed Events" shall mean any of the events listed in Sections 5(a) and (b) of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"Official Statement" shall mean the Official Statement relating to the Certificates.

"Participating Underwriter" shall mean any of the original underwriters of the Certificates required to comply with the Rule in connection with offering of the Certificates.

"Rule" shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" shall mean the Securities and Exchange Commission.

Section 3. Provision of Annual Reports.

(a) The District shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date (commencing with the Annual Report for Fiscal Year 2025-26, due March 31, 2027) provide to the MSRB an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Agreement. Not later than 15 calendar days prior to such date, the District shall provide its Annual Report to the Dissemination Agent, if such Dissemination Agent is a different entity than the District. The Annual Report must be submitted in an electronic format as prescribed by the MSRB, accompanied by such identifying information as is prescribed by the MSRB, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; provided that any audited financial statements of the District may be submitted separately from the balance of the Annual Report, and not later than the date required above for the filings of the Annual Report. If the District's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(a). The District shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished hereunder. The Dissemination Agent may conclusively rely upon such certification of the District and shall have no duty or obligation to review such Annual Report.

(b) If the District is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the District in a timely manner shall send to the MSRB a notice in an electronic format as prescribed by the MSRB, accompanied by such identifying information as prescribed by the MSRB.

(c) The Dissemination Agent shall:

1. provide any Annual Report received by it to the MSRB by the date required in subsection (a);

2. file a report with the District and the Trustee (if the Dissemination Agent is other than the Trustee) certifying that the Annual Report has been provided to the MSRB pursuant to this Disclosure Agreement and stating the date it was provided; and

3. take any other actions as are mutually agreed upon between the Dissemination Agent and the District.

Section 4. Content of Annual Reports. The Annual Report shall contain or incorporate by reference the following:

(a) Audited financial statements of the District for the prior fiscal year prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If such audited financial statements are not available at the time that the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Principal amount of the Certificates outstanding.

(c) An update of the information for the prior fiscal year in substantially the form set forth in the following tables in the Official Statement under the caption "THE WASTEWATER SYSTEM OF THE DISTRICT":

1. Historical Wastewater System Connections;

2. Historical Wastewater System Usage;

3. Historical Wastewater System Service Charge Revenues; and

4. Largest Wastewater System Customers;

(d) An update of the information for the prior fiscal year in substantially the form set forth in the following table in the Official Statement under the caption "FINANCIAL INFORMATION OF THE DISTRICT":

1. Historical Operating Results and Debt Service Coverage.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, that are available to the public on the MSRB's Internet website or filed with the SEC. If the document included by reference is a final official statement, it must be available from the MSRB. The District shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the District shall give, or shall cause the Dissemination Agent to give, notice of the occurrence of any of the following events with respect to the Certificates in a timely manner not more than ten (10) Business Days after the event:

1. Principal and interest payment delinquencies.

2. Unscheduled draws on debt service reserves reflecting financial difficulties.

3. Unscheduled draws on credit enhancements reflecting financial difficulties.

4. Substitution of credit or liquidity providers, or their failure to perform.

5. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability or Notices of Proposed Issue (IRS Form 5701 TEB).

6. Tender offers.

7. Defeasances.

8. Rating changes.

9. Bankruptcy, insolvency, receivership or similar proceedings.

Note: For the purposes of the event identified in subparagraph (9), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

10. Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

(b) Pursuant to the provisions of this Section 5, the District shall give, or shall cause the Dissemination Agent to give, notice of the occurrence of any of the following events with respect to the Certificates, if material, in a timely manner not more than ten (10) Business Days after occurrence:

1. Unless described in Section 5(a)(5), other notices or determinations by the Internal Revenue Service with respect to the tax status of the Certificates or other events affecting the tax status of the Certificates.

2. Modifications to the rights of Certificate holders.

3. Certificate calls.

4. Release, substitution or sale of property securing repayment of the Certificates.

5. Non-payment related defaults.

6. The consummation of a merger, consolidation or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms.

7. Appointment of a successor or additional trustee or the change of the name of a trustee.

8. Incurrence of a Financial Obligation of the District, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders.

(c) If the District determines that knowledge of the occurrence of a Listed Event under subsection (b) would be material under applicable federal securities laws, and if the Dissemination Agent is other than the District, the District shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to file a notice of such occurrence with the MSRB in an electronic format as prescribed by the MSRB in a timely manner not more than ten (10) Business Days after the event.

(d) If the District determines that a Listed Event under subsection (b) would not be material under applicable federal securities laws and if the Dissemination Agent is other than the District, the District shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence.

(e) The District hereby agrees that the undertaking set forth in this Disclosure Agreement is the responsibility of the District and, if the Dissemination Agent is other than the District, the Dissemination Agent shall not be responsible for determining whether the District's instructions to the Dissemination Agent under this Section 5 comply with the requirements of the Rule.

Section 6. Termination of Reporting Obligation. The obligations of the District and the Dissemination Agent specified in this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Certificates. If such termination occurs prior to the final maturity of the Certificates, the District shall give notice of such termination in the same manner as for a Listed Event under Section 5(a).

Section 7. Dissemination Agent. The District may from time to time appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the District shall act as Dissemination Agent.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the District may amend this Disclosure Agreement (and the Dissemination Agent shall agree to any amendment requested by the District, provided that the Dissemination Agent shall not be obligated to enter into any amendment increasing or affecting its duties or obligations), and any provision of this Disclosure Agreement may be waived, if the District has received an opinion of counsel knowledgeable in federal securities laws to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

The District shall describe any amendment to this Disclosure Agreement in the next Annual Report filed after such amendment takes effect.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the annual financial information containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the District to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative. A notice of the change in the accounting principles shall be sent to the MSRB.

Section 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the District shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the District to comply with any provisions of this Disclosure Agreement, any Participating Underwriter or any holder or Beneficial Owner of the Certificates, or the Trustee on behalf of the holders of the Certificates (after receiving indemnification to its satisfaction), may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed to be a default under the Trust Agreement, and the sole remedy under this Disclosure Agreement in the event of any failure of the District to comply with this Disclosure Agreement shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities that it may incur arising out of or in the exercise or performance of its duties as described hereunder, if any, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Certificates. The Dissemination Agent shall not be responsible in any manner for the format or content of any notice or Annual Report prepared by the District pursuant to this Disclosure Agreement. The District shall pay the reasonable fees and expenses of the Dissemination Agent for its duties as described hereunder. The Dissemination Agent shall be entitled to the protections and limitations from liability afforded to the Trustee under Article VIII of the Trust Agreement. The Dissemination Agent shall have no duty to enforce compliance by the District with this Disclosure Agreement.

Section 12. Notices. Any notices or communications to or among any of the parties to this Disclosure Agreement may be given to the Dissemination Agent (if other than the District) and to the District as follows:

District:	Delta Diablo 2500 Pittsburg-Antioch Highway Antioch, CA 94509 Attention: General Manager
Dissemination Agent:	Urban Futures, Inc. 1470 Maria Lane, Suite 315 Walnut Creek, California 94596 Attention: Wing-See Fox Reference: Delta Diablo 2026 Certificates

Section 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the District, the Dissemination Agent, the Trustee, the Participating Underwriter and holders and Beneficial Owners from time to time of the Certificates, and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure Agreement may be executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original.

Date: __________, 2026

DELTA DIABLO

By: ____
General Manager/Interim

URBAN FUTURES, INC.,
as Dissemination Agent

By: ____
Authorized Signatory

TRANSFORMING WASTEWATER TO RESOURCES
Delta Diablo

Staff Report
Meeting Date: September 9, 2026
Item: F/4

APPOINT BRIAN THOMAS AS INTERIM GENERAL MANAGER, EFFECTIVE SEPTEMBER 19, 2026

Recommendations

1. Appoint Mr. Brian Thomas as Interim General Manager, effective September 19, 2026, until such time as the Board appoints a new General Manager or otherwise terminates the interim appointment.
2. Establish the compensation level for Mr. Thomas during the interim appointment at $13,825.83 biweekly, which equals the compensation level for the General Manager position on the District's Board-approved Salary Schedule, effective July 5, 2026.
3. Provide that Mr. Thomas is authorized to exercise all authority and perform all duties assigned to the General Manager.
4. Authorize District staff to take all actions necessary to implement this appointment.

Background Information

The current General Manager intends to retire from the District, effective September 21, 2026, with a vacation planned from September 5 through 18, 2026, and a last date of employment with the District on September 18, 2026. Under the transition plan, the General Manager will designate Mr. Thomas (Deputy General Manager) to serve as the acting General Manager, with all General Manager authority, from September 5 through September 18, 2026. The proposed Board appointment of Mr. Thomas as Interim General Manager would take effect on September 19, 2026.

While the District conducts a recruitment and selection process for the permanent General Manager position, it is recommended to be filled on an interim basis to provide ongoing daily direction to District staff and necessary approval authority to administer key business functions at the District, including critical regulatory compliance, equipment and services procurement, budget management, and emergency response activities.

Analysis

Mr. Thomas joined the District on June 4, 2018, as Engineering Services Director/District Engineer. He was subsequently promoted to Deputy General Manager on May 15, 2023.

Appointing Brian Thomas as Interim General Manager will help ensure that current organizational focus areas, projects, and key business activities remain on track with continuity during the recruitment period until a new, permanent General Manager is appointed by the Board. This interim appointment is temporary and does not constitute a permanent appointment to the General Manager position. When the interim appointment ends, Mr. Thomas will return to his position as Deputy General Manager and the compensation level applicable to that position, unless the Board takes other action.

Financial Impact

Sufficient funding is available in the adopted FY25/26-FY26/27 Biennial Budget. As Interim General Manager, Mr. Thomas would receive $13,825.83 biweekly (equal to General Manager compensation level on Board-approved Salary Schedule, which represents an 8.49% increase from his current compensation level of $12,743.12 biweekly as Deputy General Manager). This appointment will not result in any changes or additions to District benefits which Mr. Thomas is otherwise entitled to receive under applicable District policies and agreements.

		Attachments	
Prepared By:	Brian Thomas, Deputy General Manager		
Reviewed By:	Vince De Lange, General Manager	☒ None	☐ Scope/Budget
Approved By:	Vince De Lange, General Manager	☐ Resolution	☐ Contract
File No.	BRD.01-ACTS	☐ Ordinance	☐ As Listed