

Thursday, January 27, 2022 5:00 PM

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# Amended Agenda

Morongo Basin Transit Authority

## Regular Board Meeting Board of Directors

*Meeting Location:*

**MBTA Operations Center  
62405 Verbena Road  
Joshua Tree, CA 92252**

**SAFETY ALERT:** MBTA encourages your participation in this meeting; however, in order to minimize the spread of the COVID-19 virus, we ask that everyone wear a mask while in the MBTA facility.

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Daniel L Mintz Sr, Chair

Merl Abel, Vice Chair

Jeff Drozd

Ellen Jackman

Dawn Rowe (Danielle Harrington Designee)

Ben Sasnett

McArthur Wright

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Officers

Cheri Holsclaw, Board Secretary



**Morongo Basin Transit Authority**

**MORONGO BASIN TRANSIT AUTHORITY**  
**REGULAR MEETING OF THE BOARD OF DIRECTORS**

**Thursday, January 27, 2022 5:00PM**

MBTA Operations Center  
62405 Verbena Road  
Joshua Tree, CA 92252

**AGENDA**

**1.0 CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL:** Board Members: Abel, Drozd, Harrington, Jackman, Sasnett,  
Wright and Chairman Mintz

**2.0 SPECIAL RECOGNITIONS AND PRESENTATIONS**

2.1 Employee of the Quarter

**3.0 CLOSED SESSION**

3.1 Gov. Code § 54957(b)(1): Public Employee Appointment: Title: General  
Manager

3.2 CONFERENCE WITH REAL PROPERTY NEGOTIATOR - Pursuant to  
Government Code Section 54956.8:  
Property Location: APN: 0617-104-09, 0617-104-08, 0617-104-07, 0617-104-  
06, 0617-104-17, 0617-104-15, 0617-104-16, 0617-104-25  
MBTA Negotiator: Interim General Manager, Cheri Holsclaw  
Property Negotiator: Parties to Be Determined  
Under Negotiation: Price and Terms of Payment

**4.0 PUBLIC COMMENTS**

4.1 This is a time for comments from the public on any subject not on the agenda.  
The Brown Act prohibits the MBTA Board of Directors from responding at  
length to questions on matters not on the agenda. Matters may, however, be  
referred to staff for scheduling on a future agenda. Comment time is limited to  
three minutes.

4.2 Public comments on specific agenda items will be deferred until consideration  
of the item on the agenda. Comment time is limited to three minutes.

**5.0 CONSENT CALENDAR**—All matters listed under the Consent Calendar are to be considered routine by the MBTA Board and will be enacted by one motion in the form listed. Any item may be removed from the Consent Calendar and considered separately by the Board under item 6.0 on the agenda. The public may comment on Consent Calendar items prior to Board action (roll call vote).

- 5.1 Minutes of the November 18, 2021 Board Meeting  
**Staff Recommendation: Approve Minutes**
- 5.2 Treasurer's Report for October and November 2021  
**Staff Recommendation: Approve Treasurer's Reports**
- 5.3 Warrant Register through December 31, 2021  
**Staff Recommendation: Approve Warrant Register**
- 5.4 Ridership Report  
**Staff Recommendation: Receive and discuss as necessary**
- 5.5 Financial Reports  
**Staff Recommendation: Receive and discuss as necessary**
- 5.6 General Manager's Report  
**Staff Recommendation: Receive and discuss as necessary**
- 5.7 Operations Report  
**Staff Recommendation: Receive and discuss as necessary**
- 5.8 Audited Financial Reports for Fiscal Year Ended June 30, 2021  
**Staff Recommendation: Receive and file**
- 5.9 LCTOP Zero Emission Vehicle  
**Staff Recommendation: Adopt Resolution 22-01, Authorize LCTOP Agent and Certification and Assurances**
- 5.10 LCTOP Bus Stop Improvement  
**Staff Recommendation: Adopt Resolution 22-02, Authorize LCTOP Agent and Certification and Assurances**
- 5.11 Resolution 22-03 to Authorize the General Manager to apply for 5310 Grant Funding for the Transportation Reimbursement Escort Program (TREP)  
**Staff Recommendation: Adopt Resolution 22-03**
- 5.12 2022 Board Calendar  
**Staff Recommendation: Approve MBTA 2022 Board Calendar**

ACTION: Move\_\_\_\_\_ 2<sup>nd</sup>\_\_\_\_\_ Roll Call Vote

**6.0 ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION AND/OR PARTICIPATION AND/OR ADDED AGENDA ITEMS**

## 7.0 OLD BUSINESS

NONE

## 8.0 NEW BUSINESS

### 8.1 Election of Board Officers for Calendar Year 2022

**Staff Recommendation: Elect Chair, Vice-Chair and Secretary with Terms to Expire January 2023**

ACTION: Move\_\_\_\_\_ 2<sup>nd</sup>\_\_\_\_\_ Voice Vote

### 8.2 Election of Member “At-Large” for Calendar Year 2022 and 2023

**Staff Recommendation: Elect MBTA Member “At-Large” for Two-Year Term**

ACTION: Move\_\_\_\_\_ 2<sup>nd</sup>\_\_\_\_\_ Voice Vote

### 8.3 MBTA Sub Committee Assignments

**Staff Recommendation: Discuss and Assign Board Members as appropriate**

ACTION: Move\_\_\_\_\_ 2<sup>nd</sup>\_\_\_\_\_ Voice Vote

### 8.4 Clean Energy Amended Maintenance Agreement

**Staff Recommendation: Authorize General Manager to execute Clean Energy Amended Maintenance Agreement**

ACTION: Move\_\_\_\_\_ 2<sup>nd</sup>\_\_\_\_\_ Roll Call Vote

## 9.0 GENERAL MANAGER UPDATE

## 10.0 FUTURE BOARD INITIATED AGENDA ITEMS

## 11.0 BOARD MEMBER COMMENTS - This is the time for comments from the Board members on any subject.

## 12.0 ADJOURNMENT The next board meeting will be scheduled on Thursday, March 24, 2022 at 5:00PM at the MBTA Operations Center, 62405 Verbena Road, Joshua Tree CA 92252.



All items appearing on this Agenda, whether or not expressly listed for action, may be deliberated and may be subject to action by the Board.

It is the intention of the Morongo Basin Transit Authority to comply with the Americans with Disabilities Act in all respects. If you have a disability and need accommodation to participate in the meeting, please call the Assistant Board Secretary at 760-366-2986 for assistance so the necessary arrangements can be made.

Any person affected by any application on this agenda may submit their concerns in writing prior to the meeting or appear in person and be heard in support or opposition to the proposal at the time the matter is considered on the agenda. All written materials relating to an agenda item to be discussed in open session of a regular meeting are distributed within 72 hours prior to the meeting and will be made available for public inspection. Documents may be viewed at 62405 Verbena Rd, Joshua Tree, CA 92252, from 8AM to 5PM Monday thru Friday, except legal holidays. Telephone inquiries may be made at 760-366-2986. If you challenge any agenda issue in court, you may be limited to raising only those issues that you or someone else raised at the public meeting described in this notice, or in written correspondence delivered to the Morongo Basin Transit Authority at, or prior to, the public meeting.

**This agenda is certified to have been posted on or before January 24, 2022 at 5:00 P.M.**

*Cheri Holsclaw*

Cheri Holsclaw, Board Secretary

*1/22/22*

Date/Time

MORONGO BASIN TRANSIT AUTHORITY

TO: Board of Directors  
FROM: Cheri Holsclaw, Interim General Manager  
DATE: January 19, 2022  
  
RE: Minutes of the November 18, 2021 Board Meeting

**STAFF RECOMMENDATION: APPROVE MINUTES**

**ITEM 5.1**

MORONGO BASIN TRANSIT AUTHORITY

**REGULAR MEETING OF  
THE BOARD OF DIRECTORS**

Thursday, November 18, 2021 5:00PM  
MBTA Operations Center  
62405 Verbena Road  
Joshua Tree, CA 92252

**ACTION MINUTES**

**1.0 CALL TO ORDER** – Chair Mintz called the meeting to order at 5:00pm.

**PLEDGE OF ALLEGIANCE** – Ben Sasnett led the flag salute.

**ROLL CALL** - On call of the roll the following Board Members were present:  
Jeff Drozd, Danielle Harrington, Ellen Jackman, Ben Sasnett, McArthur Wright, Merl Abel  
and Daniel L Mintz Sr.

**2.0 SPECIAL RECOGNITIONS AND PRESENTATIONS**

**2.1 Employee of the Quarter**

Matt Atkins, Operations Manager, recognized Don Catlett as the Employee of the Quarter for the quality of work he demonstrated since starting in the dispatch office on April 12<sup>th</sup>, and the care and assistance he provided to his customers and coworkers. Don was also a big asset during our staffing shortage by offering to cover driver shifts on his days off and even volunteering to postpone his scheduled vacation until it was easier to have his own shift covered.

**2.2 Recognition of Outgoing General Manager**

Chair Mintz presented Mark Goodale with a clock on behalf of him and the Board, stating it had been a pleasure working with him all these years and he appreciated how professional he always was. MBTA was lucky to have him. Vice-Chair Abel expressed their understanding of his reasons for leaving. They appreciated his priorities and his dedication to MBTA. Board Member Drozd shared how easy Mark made things when he was first on the Board. Board Member Harrington seconded that. Board Member Wright felt it was an absolute pleasure working for him. Board Member Jackman appreciated his leadership and his concern for the continued success of the agency and making a succession plan. Board Member Sasnett echoed all those sentiments and appreciated how Mark always took the time to answer his questions. Joe Meer was proud to mentor Mark over the years and it was a pleasure to see him grow.

### **3.0 CLOSED SESSION**

NONE

### **4.0 PUBLIC COMMENTS**

NONE

### **5.0 CONSENT CALENDAR**

5.1 Minutes of the September 30, 2021 Board Meeting

5.2 Minutes of the November 9, 2021 Special Board Meeting

5.3 Treasurer's Report for August and September 2021

5.4 Warrant Register through September 30, 2021

5.5 Ridership Reports

5.6 Financial Reports

5.7 Administration Report

5.8 Operations Report

5.9 LCTOP Authorization

5.10 End-of-Year Employee Recognition

5.11 Transportation Development Act (TDA) Triennial Performance Audit for fiscal year 2017/18 – 2019/20

5.12 Transit Operating, Capital Plan Reallocation

5.13 Transportation Reimbursement Escort Program (TREP) Update

**ACTION:** Board Member Wright moved to approve the Consent Calendar (items 5.1 - 5.13); seconded by Board Member Jackman: passed by Roll Call Vote (7-0).

### **6.0 ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSIONS AND/OR PARTICIPATION AND/OR ADDED AGENDA ITEMS**

NONE

### **7.0 OLD BUSINESS**

NONE

### **8.0 NEW BUSINESS**

8.1 MBTA Sub Committee Assignments

Mark Goodale requested that Board Members discuss and assign members. Board Member Harrington volunteered to fill the vacant County position on the Technical Advisory/Budgets Committee. After discussion, it was decided the Management Oversight Committee would be the Chair and Vice-Chair.

**ACTION:** Board Member Abel moved to assign Board Members as presented; seconded by Board Member Wright: passed by Roll Call Vote (7-0).

## 8.2 Bike Locker and Installation Project

Mark Goodale presented the request to purchase bike lockers for our transit centers and award installation.

**ACTION:** Board Member Wright moved to authorize staff to purchase Bike Lockers and award installation contract to the lowest responsive firm; seconded by Board Member Harrington: passed by Roll Call Vote (7-0).

## 8.3 Bank Letters of Authority

**ACTION:** Board Member Abel moved to approve the Letters of Authority to update bank signers; seconded by Board Member Wright: passed by Roll Call Vote (7-0).

## 9.0 GENERAL MANAGER UPDATE

Mark reported the transition working with Cheri Holsclaw was going very well and she was picking things up quickly in addition to juggling her role. Matt Atkins was doing a great job in helping her with some of the Operations side of things. He felt they were making good progress and Cheri would be ready to take it all on beginning December 1<sup>st</sup>.

## 10.0 FUTURE BOARD INITIATED AGENDA ITEMS

NONE

## 11.0 BOARD MEMBER COMMENTS

Everyone congratulated Don again for Employee of the Quarter and wished Mark well in his future endeavors. Board Member Wright was jealous Mark could go to Maine to get seafood.

## 12.0 ADJOURNMENT

The meeting adjourned at 5:27pm Thursday, November 18, 2021.

Respectfully submitted,



Cheri Holsclaw, Assistant Board Secretary

MORONGO BASIN TRANSIT AUTHORITY

TO: Board of Directors  
FROM: Cheri Holsclaw, Interim General Manager  
DATE: January 19, 2022  
  
RE: Treasurer's Reports for October and November 2021

**STAFF RECOMMENDATION: APPROVE TREASURER'S REPORTS**

**MORONGO BASIN TRANSIT AUTHORITY**  
**TREASURER'S REPORT**  
**November 30, 2021**

Beginning Balance:	October 31, 2021	5,963,376
Receipts		301,091
Disbursements		525,582
Interest Received		<u>31</u>
Ending Balance:	November 30, 2021	<u>5,738,917</u>

LOCATION OF FUNDS:	BALANCE	INTEREST EARNED	INTEREST RATE
US Bank General	\$ 73,008	-	0.00%
US Bank Class E	\$ -	\$ -	0.00%
Pacific Western Bank Procurement Fees	\$ 1,581,362	\$ -	0.00%
Union Bank	\$ 2,083,733	\$ -	0.00%
Pacific Western Bank	\$ 114,019	\$ -	0.00%
LAIF	\$ 1,291,017	\$ -	0.00%
US Bank PTMISEA	\$ 238,438	\$ -	0.00%
US Bank LCTOP	\$ 222,793	\$ -	0.00%
US Bank SGR (SB1)	\$ 134,548	\$ -	0.00%
		\$ -	0.00%
TOTAL INVESTMENTS	<u>\$ 5,738,917</u>	<u>\$ -</u>	

**MORONGO BASIN TRANSIT AUTHORITY**  
**TREASURER'S REPORT**  
**October 31, 2021**

Beginning Balance:	September 30, 2021	5,381,163
Receipts		1,027,771
Disbursements		446,376
Interest Received		<u>818</u>
Ending Balance:	October 31, 2021	<u>5,963,376</u>

LOCATION OF FUNDS:	BALANCE	INTEREST EARNED	INTEREST RATE
US Bank General	\$ 73,892	-	0.00%
US Bank Class E	\$ -	\$ -	0.00%
Pacific Western Bank Procurement Fees	\$ 1,581,336	\$ -	0.00%
Union Bank	\$ 2,283,733	\$ -	0.00%
Pacific Western Bank	\$ 137,431	\$ -	0.00%
LAIF	\$ 1,291,017	\$ -	0.00%
US Bank PTMISEA	\$ 238,434	\$ -	0.00%
US Bank LCTOP	\$ 222,792	\$ -	0.00%
US Bank SGR (SB1)	\$ 134,742	\$ -	0.00%
		\$ -	0.00%
TOTAL INVESTMENTS	<u>\$ 5,963,377</u>	<u>\$ -</u>	



MORONGO BASIN TRANSIT AUTHORITY

TO: Board of Directors  
FROM: Cheri Holsclaw, Interim General Manager  
DATE: January 19, 2022  
  
RE: Warrant Register through December 31, 2021

**STAFF RECOMMENDATION: APPROVE WARRANT REGISTER**

**MORONGO BASIN TRANSIT AUTHORITY  
WARRANT REGISTER**

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>As of December 31, 2021</u>	<u>Memo</u>	<u>Amount</u>
10/01/2021		PACIFIC WESTERN BANK		DEPOSIT CORRECTION	-0.26
10/01/2021		ADP		OUTSIDE SERVICES	-195.00
10/01/2021		PACIFIC WESTERN BANK		DEPOSIT CORRECTION	2.00
10/03/2021		SENTINEL BENEFITS		OUTSIDE SERVICES	-25.00
10/04/2021	45548	BEN SASNETT		BOARD MEMBER STIPEND	-100.00
10/04/2021	45549	JERELL MCKENNEY		EMPLOYEE EXPENSE	-83.00
10/04/2021		PACIFIC WESTERN BANK		DEPOSIT CORRECTION	0.01
10/04/2021		ARCO		FUEL	-55.11
10/04/2021		DAN MINTZ		BOARD MEMBER STIPEND	-100.00
10/04/2021		DANIELLE HARRINGTON		BOARD MEMBER STIPEND	-100.00
10/04/2021		ELLEN JACKMAN		BOARD MEMBER STIPEND	-100.00
10/04/2021		JEFF DROZD		BOARD MEMBER STIPEND	-100.00
10/04/2021		McARTHUR WRIGHT		BOARD MEMBER STIPEND	-100.00
10/04/2021		MERL ABEL		BOARD MEMBER STIPEND	-100.00
10/05/2021		CALPERS HEALTH/RETIREMENT		HEALTH INSURANCE	-19,631.53
10/05/2021		SOUTHERN CALIFORNIA EDISON		UTILITIES	-9,160.37
10/06/2021		ADP		PAYROLL TAXES	-217.11
10/08/2021	45550	CITY OF TWENTYNINE PALMS		PROFESSIONAL FEES	-50.00
10/08/2021	45551	JOE MEER		MILEAGE	-100.80
10/08/2021	45552	CALTIP		INSURANCE	-69,692.85
10/08/2021	45553	PRISM		INSURANCE	-27,775.00
10/08/2021	45554	NOEMI ADDERLEY		MILEAGE	-58.80
10/08/2021	45555	BROADLUX INC.		CNG MAINTENANCE	-662.00
10/08/2021	45556	BURRTEC		UTILITIES	-72.29
10/08/2021	45557	DIAMOND ENVIRONMENTAL SERVICES		UTILITIES	-118.68
10/08/2021	45558	DIRTY BOYZ DESIGNZ		UNIFORMS	-4,670.29
10/08/2021	45559	FRONTIER COMMUNICATIONS		TELEPHONE	-349.45
10/08/2021	45560	GILLIG LLC		PARTS	-56.72
10/08/2021	45561	HI DESERT PUBLISHING		MARKETING	-901.60
10/08/2021	45562	HI DESERT WATER DISTRICT		UTILITIES	-244.52
10/08/2021	45563	JOSHUA BASIN WATER DISTRICT		UTILITIES	-930.63
10/08/2021	45564	JOSHUA TREE LANDSCAPE & GROUNDS MAINT		OUTSIDE SERVICES	-990.00
10/08/2021	45565	KCDZ		MARKETING	-460.00
10/08/2021	45566	NAPA		PARTS	-205.44
10/08/2021	45567	PALM SPRINGS MOTORS		PARTS	-121.89
10/08/2021	45568	PARKHOUSE TIRES		TIRES	-2,472.19
10/08/2021	45569	PRUDENTIAL OVERALL SUPPLY		UNIFORMS & FACILITY SUPPLIES	-144.61
10/08/2021	45570	QUILL CORPORATION		OFFICE SUPPLIES	-636.95
10/08/2021	45571	SELECT GIFT INSTITUTE		VOID:	0.00
10/08/2021	45572	VOYAGER		FUEL	-2,680.17
10/08/2021	45573	XEROX CORPORATION		RENTS	-371.72
10/08/2021	45574	ZONAR		OUTSIDE SERVICES	-8,577.63
10/08/2021	45575	US BANK		CREDIT CARD PAYMENT	-2,207.89
10/08/2021		ADP		PAYROLL TAXES	-8,836.20

# MORONGO BASIN TRANSIT AUTHORITY WARRANT REGISTER

As of December 31, 2021

10/08/2021	ADP	PAYROLL TAXES	-1,115.04
10/08/2021	ADP	WAGES	-54,437.22
10/08/2021	CALPERS HEALTH/RETIREMENT	PEPRA RETIREMENT	-5,005.14
10/08/2021	CALPERS HEALTH/RETIREMENT	RETIREMENT	-4,344.53
10/08/2021	ADP	OUTSIDE SERVICES	-200.00
10/08/2021	PAYCHEX	OUTSIDE SERVICES	-110.00
10/08/2021	CALPERS 457 PROGRAM	SUPPL RETIREMENT	-3,468.77
10/11/2021	IMAGE SOURCE	VOID:	0.00
10/11/2021	ARCO	FUEL	-18.68
10/12/2021	PACIFIC WESTERN BANK	DEPOSIT CORRECTION	-1.00
10/12/2021	PAYCHEX	PAYROLL TAXES	90.39
10/15/2021	ELECTRONIC PAYMENT SYSTEMS	OUTSIDE SERVICES	-46.29
10/15/2021	ELECTRONIC PAYMENT SYSTEMS LLC	OUTSIDE SERVICES	157.84
10/15/2021	VISION SERVICE PLAN	VISION INSURANCE	-464.33
10/18/2021	ARCO	FUEL	-87.71
10/19/2021	IMAGE SOURCE	VOID:	0.00
10/20/2021	45576 HI DESERT WATER DISTRICT	UTILITIES	-392.01
10/20/2021	45577 [ EMPLOYEE ]	WAGES	-1,924.80
10/20/2021	45578 THOMAS HATHAWAY	HRA REIMB	-48.00
10/20/2021	45579 JOSEPH GADALLA	EMPLOYEE EXPENSE	-10.00
10/20/2021	45580 MARK GOODALE	HRA REIMB	-102.76
10/20/2021	45581 JOE MEER	HRA REIMB	-1,021.92
10/20/2021	45582 PALM SPRINGS MOTORS	CAPITAL TO BE REIMBURSED	-140.20
10/20/2021	45583 BATTERY SYSTEMS	PARTS	-118.51
10/20/2021	45584 DELL BUSINESS CREDIT	CAPITAL TO BE REIMBURSED	-558.93
10/20/2021	45585 DESERT ARC	OUTSIDE SERVICES	-247.00
10/20/2021	45586 FORENSIC DRUG TESTING	OUTSIDE SERVICES	-688.00
10/20/2021	45587 FRONTIER COMMUNICATIONS	TELEPHONE	-259.53
10/20/2021	45588 GILLIG LLC	PARTS	-82.40
10/20/2021	45589 NAPA	PARTS	-2.95
10/20/2021	45590 PALM SPRINGS MOTORS	PARTS	-124.95
10/20/2021	45591 PRUDENTIAL OVERALL SUPPLY	UNIFORMS & FACILITY SUPPLIES	-98.68
10/20/2021	45592 QUILL CORPORATION	OFFICE SUPPLIES	-127.10
10/20/2021	45593 RUSSELL AIR CONDITIONING INC.	OUTSIDE SERVICES	-575.00
10/20/2021	45594 SELECT GIFT INSTITUTE	EMPLOYEE EXPENSE	-471.67
10/20/2021	45595 SPECTRUM	UTILITIES	-815.70
10/20/2021	45596 THE GAS COMPANY	FUEL	-11,223.39
10/20/2021	45597 TWENTYNINE PALMS WATER DISTRICT	UTILITIES	-30.00
10/22/2021	45598 [ EMPLOYEE ]	WAGES	-492.13
10/22/2021	45599 JERELL MCKENNEY	EMPLOYEE EXPENSE	-10.00
10/22/2021	ADP	PAYROLL TAXES	-9,187.07
10/22/2021	ADP	PAYROLL TAXES	-1,150.29
10/22/2021	ADP	WAGES	-55,440.35
10/22/2021	CALPERS HEALTH/RETIREMENT	RETIREMENT PREFUND	-10,034.00
10/22/2021	CALPERS HEALTH/RETIREMENT	HEALTH PREFUND	-14,165.00
10/22/2021	CALPERS HEALTH/RETIREMENT	PEPRA RETIREMENT	-4,993.23
10/22/2021	CALPERS HEALTH/RETIREMENT	RETIREMENT	-4,416.40

3:42 PM  
01/18/22  
Cash Basis

# MORONGO BASIN TRANSIT AUTHORITY WARRANT REGISTER

As of December 31, 2021

10/22/2021	ADP	OUTSIDE SERVICES	-200.00
10/22/2021	TREP	MILEAGE REIMBURSEMENTS	-2,835.06
10/22/2021	CALPERS 457 PROGRAM	SUPPL RETIREMENT	-3,479.15
10/25/2021	PACIFIC WESTERN BANK	DEPOSIT CORRECTION	-0.25
10/25/2021	PACIFIC WESTERN BANK	DEPOSIT CORRECTION	-0.51
10/25/2021	PACIFIC WESTERN BANK	DEPOSIT CORRECTION	-0.60
10/25/2021	ARCO	FUEL	-100.94
10/25/2021	PACIFIC WESTERN BANK	DEPOSIT CORRECTION	0.34
10/28/2021	45600 JERROLD HENDERSON	EMPLOYEE EXPENSE	-30.00
10/28/2021	45601 FRONTIER COMMUNICATIONS	TELEPHONE	-97.98
10/28/2021	45602 FRONTIER COMMUNICATIONS	TELEPHONE	-1,020.62
10/28/2021	45603 FRONTIER COMMUNICATIONS	TELEPHONE	-65.98
10/28/2021	45604 FRONTIER COMMUNICATIONS	TELEPHONE	-63.23
10/28/2021	45605 CYNTHIA LOPEZ	HRA REIMB	-105.00
10/28/2021	45606 ROY DAVIS	HRA REIMB	-489.50
10/28/2021	45607 GARY COOPER	HRA REIMB	-324.00
10/28/2021	45608 JOSE GIRON	HRA REIMB	-248.30
10/28/2021	45609 SABRINA FRANKLIN	HRA REIMB	-1,933.83
10/28/2021	45610 GEORGE HALLAS	HRA REIMB	-152.93
10/28/2021	45611 PATRICK FERREE	HRA REIMB	-531.49
10/28/2021	45612 ACE ALTERNATORS	PARTS	-206.57
10/28/2021	45613 BATTERY SYSTEMS	PARTS	-237.03
10/28/2021	45614 CARQUEST - YUCCA VALLEY	PARTS & FLUIDS	-1,377.91
10/28/2021	45615 CLEAN ENERGY	CNG MAINTENANCE	-3,000.00
10/28/2021	45616 COPPER MOUNTAIN BROADCASTING	VOID:	0.00
10/28/2021	45617 HI DESERT WATER DISTRICT	UTILITIES	-392.01
10/28/2021	45618 NAPA	PARTS	-20.65
10/28/2021	45619 PALM SPRINGS MOTORS	PARTS	-1,012.09
10/28/2021	45620 PARKHOUSE TIRES	TIRES	-937.46
10/28/2021	45621 PRUDENTIAL OVERALL SUPPLY	UNIFORMS & FACILITY SUPPLIES	-93.14
10/28/2021	45622 QUILL CORPORATION	OFFICE SUPPLIES	-46.84
10/28/2021	45623 RUTAN & TUCKER, LLP	PROFESSIONAL FEES	-221.20
10/28/2021	45624 SAFETY-KLEEN	FLUIDS	-793.50
10/28/2021	45625 THE GAS COMPANY	UTILITIES	-16.90
10/28/2021	45626 YUCCA AUTO BODY	ACCIDENT REPAIR	-5,456.31
10/28/2021	45627 COPPER MOUNTAIN BROADCASTING	MARKETING	-564.00
11/01/2021	45628 THOMAS HATHAWAY	UNIFORM REIMB	-92.01
11/01/2021	45629 WILLIAM STARCK, II	HRA REIMB	-487.82
11/01/2021	ARCO	FUEL	-51.43
11/03/2021	PACIFIC WESTERN BANK	DEPOSIT CORRECTION	1.00
11/03/2021	SENTINEL BENEFITS	OUTSIDE SERVICES	-25.00
11/04/2021	UNION BANK	WIRE TRANSFER	200,000.00
11/05/2021	45630 US BANK	CREDIT CARD PAYMENT	-954.76
11/05/2021	45631 [ EMPLOYEE ]	WAGES	-719.87
11/05/2021	CALPERS HEALTH/RETIREMENT	HEALTH INSURANCE	-15,146.64
11/05/2021	CALPERS HEALTH/RETIREMENT	PEPRA RETIREMENT	-4,789.47
11/05/2021	CALPERS HEALTH/RETIREMENT	RETIREMENT	-4,530.10

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11/05/2021	ADP	OUTSIDE SERVICES	-207.50
11/05/2021	CALPERS 457 PROGRAM	SUPPL RETIREMENT	-3,504.41
11/06/2021	ADP	PAYROLL TAXES	-8,401.28
11/06/2021	ADP	PAYROLL TAXES	-935.72
11/06/2021	ADP	WAGES	-1,714.09
11/06/2021	ADP	WAGES - DIRECT DEPOSIT	-52,881.21
11/06/2021	ADP	ADP Void Checks	1,714.09
11/08/2021	45632 CITY OF TWENTYNINE PALMS	PROFESSIONAL FEES	-50.00
11/08/2021	45633 PRISM	INSURANCE	-27,775.00
11/08/2021	45634 AT&T MOBILITY	TELEPHONE	-49.27
11/08/2021	45635 AVALON URGENT CARE	EMPLOYEE EXPENSE	-500.00
11/08/2021	45636 BATTERY SYSTEMS	PARTS	-237.03
11/08/2021	45637 BROADLUX INC.	CNG MAINTENANCE	-662.00
11/08/2021	45638 BURRTEC	UTILITIES	-235.41
11/08/2021	45639 CREATIVE BUS SALES - PARTS	PARTS	-234.34
11/08/2021	45640 DIAMOND ENVIRONMENTAL SERVICES	UTILITIES	-120.69
11/08/2021	45641 HI DESERT WATER DISTRICT	UTILITIES	-212.37
11/08/2021	45642 JOSHUA BASIN WATER DISTRICT	UTILITIES	-2,232.63
11/08/2021	45643 NAPA	PARTS	-110.06
11/08/2021	45644 PARKHOUSE TIRES	TIRES	-819.34
11/08/2021	45645 PREFERRED BENEFIT	DENTAL INSURANCE	-3,291.00
11/08/2021	45646 PRUDENTIAL OVERALL SUPPLY	UNIFORMS & FACILITY SUPPLIES	-166.02
11/08/2021	45647 TRILLIUM SOLUTIONS, INC	OUTSIDE SERVICES	-336.00
11/08/2021	45648 TWENTYNINE PALMS WATER DISTRICT	UTILITIES	-190.82
11/08/2021	45649 VOYAGER	FUEL	-1,876.48
11/08/2021	45650 BATTERY SYSTEMS	PARTS	-355.54
11/08/2021	45651 BURRTEC	UTILITIES	-72.29
11/08/2021	45652 CARQUEST - YUCCA VALLEY	PARTS & FLUIDS	-212.37
11/08/2021	45653 CUMMINS CAL PACIFIC	PARTS	-184.10
11/08/2021	45654 DECALS BY DESIGN	ACCIDENT REPAIR	-654.30
11/08/2021	45655 EIDE BAILLY LLP	PROFESSIONAL FEES	-2,850.00
11/08/2021	45656 GILLIG LLC	PARTS	-335.49
11/08/2021	45657 HI DESERT PUBLISHING	MARKETING	-1,062.58
11/08/2021	45658 INDEPENDENT LIVING PARTNERSHIP	CAPITAL TO BE REIMBURSED	-785.00
11/08/2021	45659 JOSHUA TREE LANDSCAPE & GROUNDS MAINT	OUTSIDE SERVICES	-725.00
11/08/2021	45660 KCDZ	MARKETING	-460.00
11/08/2021	45661 PALM SPRINGS MOTORS	PARTS	-245.50
11/08/2021	45662 PARKHOUSE TIRES	TIRES	-736.93
11/08/2021	45663 PRUDENTIAL OVERALL SUPPLY	UNIFORMS & FACILITY SUPPLIES	-46.57
11/08/2021	45664 RUTAN & TUCKER, LLP	PROFESSIONAL FEES	-767.50
11/08/2021	45665 SAN BERNARDINO COUNTY	OUTSIDE SERVICES	-110.00
11/08/2021	FRONTIER COMMUNICATIONS	VOID:	0.00
11/08/2021	IMAGE SOURCE	VOID:	0.00
11/08/2021	ARCO	FUEL	-52.35
11/10/2021	ELECTRONIC PAYMENT SYSTEMS	OUTSIDE SERVICES	110.00
11/10/2021	SOUTHERN CALIFORNIA EDISON	UTILITIES	-6,724.97
11/12/2021	45666 [ EMPLOYEE ]	WAGES	0.00

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11/12/2021	45667	[ EMPLOYEE ]	WAGES	-329.00
11/12/2021		PACIFIC WESTERN BANK	DEPOSIT CORRECTION	0.59
11/12/2021		PACIFIC WESTERN BANK	DEPOSIT CORRECTION	0.50
11/15/2021	45668	MARK GOODALE	VOID: PRINTER ERROR	0.00
11/15/2021	45669	JOE MEER	HRA REIMB	-117.00
11/15/2021	45670	PAULA BALDWIN	VOID:	0.00
11/15/2021	45671	BROADLUX INC.	CNG MAINTENANCE	-71.10
11/15/2021	45672	CLEAN ENERGY	CNG MAINTENANCE	-3,062.03
11/15/2021	45673	DELL BUSINESS CREDIT	CAPITAL TO BE REIMBURSED	-2,888.36
11/15/2021	45674	DESERT ARC	OUTSIDE SERVICES	-247.00
11/15/2021	45675	FORENSIC DRUG TESTING	OUTSIDE SERVICES	-613.00
11/15/2021	45676	FRONTIER COMMUNICATIONS	TELEPHONE	-204.78
11/15/2021	45677	GILLIG LLC	PARTS	-176.56
11/15/2021	45678	NAPA	PARTS	-451.83
11/15/2021	45679	PALM SPRINGS MOTORS	PARTS	-495.11
11/15/2021	45680	PRUDENTIAL OVERALL SUPPLY	UNIFORMS & FACILITY SUPPLIES	-46.57
11/15/2021	45681	THE GAS COMPANY	FUEL	-12,993.15
11/15/2021		ELECTRONIC PAYMENT SYSTEMS	OUTSIDE SERVICES	-46.29
11/15/2021		CALPERS HEALTH/RETIREMENT	RETIREMENT PREFUND	-10,034.00
11/15/2021		CALPERS HEALTH/RETIREMENT	HEALTH PREFUND	-14,165.00
11/15/2021		ARCO	FUEL	-46.00
11/15/2021		ELECTRONIC PAYMENT SYSTEMS LLC	OUTSIDE SERVICES	157.84
11/15/2021		VISION SERVICE PLAN	VISION INSURANCE	-465.58
11/16/2021	45682	[ EMPLOYEE ]	WAGES	-557.69
11/16/2021	45683	MARK GOODALE	HRA REIMB	-159.76
11/17/2021		PACIFIC WESTERN BANK	DEPOSIT CORRECTION	3.00
11/17/2021		PACIFIC WESTERN BANK	DEPOSIT CORRECTION	-0.84
11/17/2021		PACIFIC WESTERN BANK	DEPOSIT CORRECTION	-5.00
11/17/2021		PACIFIC WESTERN BANK	DEPOSIT CORRECTION	0.55
11/18/2021	45684	DON CATLETT	END OF YEAR RECOGNITION	-50.00
11/18/2021	45685	[ EMPLOYEE ]	WAGES	-1,821.04
11/19/2021	45686	[ EMPLOYEE ]	WAGES	-2,762.94
11/19/2021		TOKEN TRANSIT FARES	CASHLESS FARES DEPOSIT	34.75
11/19/2021		ADP	PAYROLL TAXES	-8,729.49
11/19/2021		ADP	PAYROLL TAXES	-1,146.65
11/19/2021		ADP	WAGES	-54,663.67
11/19/2021		CALPERS HEALTH/RETIREMENT	PEPRA RETIREMENT	-4,973.05
11/19/2021		CALPERS HEALTH/RETIREMENT	RETIREMENT	-4,684.59
11/19/2021		ADP	OUTSIDE SERVICES	-200.00
11/19/2021		TREP	MILEAGE REIMBURSEMENTS	-2,896.80
11/19/2021		CALPERS 457 PROGRAM	SUPPL RETIREMENT	-3,442.63
11/22/2021		ARCO	FUEL	-135.68
11/22/2021		DAN MINTZ	BOARD MEMBER STIPEND	-100.00
11/22/2021		DANIELLE HARRINGTON	BOARD MEMBER STIPEND	-100.00
11/22/2021		ELLEN JACKMAN	BOARD MEMBER STIPEND	-100.00
11/22/2021		JEFF DROZD	BOARD MEMBER STIPEND	-100.00
11/22/2021		McARTHUR WRIGHT	BOARD MEMBER STIPEND	-100.00

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11/22/2021		MERL ABEL	BOARD MEMBER STIPEND	-100.00
11/23/2021	45687	LYDIA KNUDSON	EMPLOYEE EXPENSE	-47.99
11/23/2021	45688	BEN SASNETT	BOARD MEMBER STIPEND	-100.00
11/23/2021	45689	MORONGO BASIN TRANSIT AUTHORITY	PETTY CASH	-300.00
11/23/2021	45690	FRONTIER COMMUNICATIONS	TELEPHONE	-54.75
11/23/2021	45691	FRONTIER COMMUNICATIONS	TELEPHONE	-63.23
11/23/2021	45692	ALLIANT INSURANCE SERVICES	INSURANCE	-5,462.50
11/23/2021	45693	CUMMINS CAL PACIFIC	PARTS	-200.76
11/23/2021	45694	DESERT ARC	OUTSIDE SERVICES	-300.00
11/23/2021	45695	FRONTIER COMMUNICATIONS	TELEPHONE	-97.98
11/23/2021	45696	PALM SPRINGS MOTORS	PARTS	-411.68
11/23/2021	45697	PARKHOUSE TIRES	TIRES	-2,210.79
11/23/2021	45698	PRUDENTIAL OVERALL SUPPLY	UNIFORMS & FACILITY SUPPLIES	-95.60
11/23/2021	45699	QUILL CORPORATION	OFFICE SUPPLIES	-39.17
11/23/2021	45700	SPECTRUM	UTILITIES	-412.85
11/23/2021	45701	VALLEY INDEPENDENT PRINTING	PRINTING	-395.85
11/24/2021	45702	MARK GOODALE	EMPLOYEE EXPENSE	-170.89
11/24/2021		PACIFIC WESTERN BANK	DEPOSIT CORRECTION	2.65
11/24/2021		PACIFIC WESTERN BANK	DEPOSIT CORRECTION	-0.25
11/24/2021		PACIFIC WESTERN BANK	DEPOSIT CORRECTION	0.25
11/29/2021	45703	ROBERT WHENNEN	SAFETY INCENTIVE PROGRAM	-100.00
11/29/2021	45704	LINDA STREICH	SAFETY INCENTIVE PROGRAM	-100.00
11/29/2021	45705	WILLIAM STARCK, II	SAFETY INCENTIVE PROGRAM	-100.00
11/29/2021	45706	VIKAS SHARMA	SAFETY INCENTIVE PROGRAM	-100.00
11/29/2021	45707	CHRISTOPHER RASMUSSEN	SAFETY INCENTIVE PROGRAM	-100.00
11/29/2021	45708	RENEE PAYNE	SAFETY INCENTIVE PROGRAM	-100.00
11/29/2021	45709	JAMES MITCHELL	SAFETY INCENTIVE PROGRAM	-100.00
11/29/2021	45710	JOE MEER	SAFETY INCENTIVE PROGRAM	-100.00
11/29/2021	45711	ADAH MARTINEZ	SAFETY INCENTIVE PROGRAM	-100.00
11/29/2021	45712	RAUL MARQUEZ	SAFETY INCENTIVE PROGRAM	-100.00
11/29/2021	45713	HECTOR MANZANO	SAFETY INCENTIVE PROGRAM	-100.00
11/29/2021	45714	CYNTHIA LOPEZ	SAFETY INCENTIVE PROGRAM	-100.00
11/29/2021	45715	KRISTEN KOHER	SAFETY INCENTIVE PROGRAM	-100.00
11/29/2021	45716	CORY DOUGLASS	SAFETY INCENTIVE PROGRAM	-100.00
11/29/2021	45717	ANNA JUNKER	SAFETY INCENTIVE PROGRAM	-100.00
11/29/2021	45718	DOUG HUNTER	SAFETY INCENTIVE PROGRAM	-100.00
11/29/2021	45719	CHERI HOLSCLOW	SAFETY INCENTIVE PROGRAM	-100.00
11/29/2021	45720	JERROLD HENDERSON	SAFETY INCENTIVE PROGRAM	-100.00
11/29/2021	45721	THOMAS HATHAWAY	SAFETY INCENTIVE PROGRAM	-100.00
11/29/2021	45722	GEORGE HALLAS	SAFETY INCENTIVE PROGRAM	-100.00
11/29/2021	45723	MARK GOODALE	SAFETY INCENTIVE PROGRAM	-100.00
11/29/2021	45723	THOMAS HATHAWAY	SAFETY INCENTIVE PROGRAM	-100.00
11/29/2021	45724	JERROLD HENDERSON	SAFETY INCENTIVE PROGRAM	-100.00
11/29/2021	45724	JOSE GIRON	SAFETY INCENTIVE PROGRAM	-100.00
11/29/2021	45725	JOSEPH GADALLA	SAFETY INCENTIVE PROGRAM	-100.00
11/29/2021	45726	SABRINA FRANKLIN	SAFETY INCENTIVE PROGRAM	-100.00
11/29/2021	45727	ANNA JUNKER	SAFETY INCENTIVE PROGRAM	-100.00

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11/29/2021	45727	LYDIA KNUDSON	SAFETY INCENTIVE PROGRAM	-100.00
11/29/2021	45728	ANGELA DROBNACK	SAFETY INCENTIVE PROGRAM	-100.00
11/29/2021	45729	ROY DAVIS	SAFETY INCENTIVE PROGRAM	-100.00
11/29/2021	45730	BLAS CRUZ	SAFETY INCENTIVE PROGRAM	-100.00
11/29/2021	45731	GARY COOPER	SAFETY INCENTIVE PROGRAM	-100.00
11/29/2021	45732	KATHY CHRISTENSEN	SAFETY INCENTIVE PROGRAM	-100.00
11/29/2021	45733	DON CATLETT	SAFETY INCENTIVE PROGRAM	-100.00
11/29/2021	45734	DAWN BOSTROM	SAFETY INCENTIVE PROGRAM	-100.00
11/29/2021	45735	ANDREW BERNSTEIN	SAFETY INCENTIVE PROGRAM	-100.00
11/29/2021	45736	KIMBERLY BERNARD	SAFETY INCENTIVE PROGRAM	-100.00
11/29/2021	45737	PAULA BALDWIN	SAFETY INCENTIVE PROGRAM	-100.00
11/29/2021	45738	MATTHEW ATKINS	SAFETY INCENTIVE PROGRAM	-100.00
11/29/2021	45739	ROBERT ARVIZU	SAFETY INCENTIVE PROGRAM	-100.00
11/29/2021	45740	NOEMI ADDERLEY	SAFETY INCENTIVE PROGRAM	-100.00
11/29/2021	45741	MORONGO BASIN TRANSIT AUTHORITY	TRANSFER TO PROCUREMENT ACCOUNT	-1,625.39
11/29/2021		ARCO	FUEL	-23.46
11/30/2021	45742	KRISTEN KOHER	HRA REIMB	-856.00
11/30/2021	45743	FRONTIER COMMUNICATIONS	TELEPHONE	-1,021.64
11/30/2021	45744	XEROX CORPORATION	RENTS	-160.86
11/30/2021	45745	VALLEY INDEPENDENT PRINTING	PRINTING	-44.70
11/30/2021	45746	THE GAS COMPANY	UTILITIES	-25.88
11/30/2021	45747	SUNNY AND SONS	OUTSIDE SERVICES	-198.00
11/30/2021	45748	RUTAN & TUCKER, LLP	PROFESSIONAL FEES	-74.78
11/30/2021	45749	FRONTIER COMMUNICATIONS	TELEPHONE	-65.98
11/30/2021	45750	DIAMOND ENVIRONMENTAL SERVICES	UTILITIES	-120.69
11/30/2021	45751	AVALON URGENT CARE	EMPLOYEE EXPENSE	-200.00
11/30/2021	45752	AMERICAN BICYCLE SECURITY COMPANY	CAPITAL TO BE REIMBURSED	-7,571.91
11/30/2021	45753	AIS	CAPITAL TO BE REIMBURSED	-12,028.29
11/30/2021	45754	GEORGE HALLAS	HRA REIMB	-555.54
11/30/2021	45755	WILLIAM STARCK, II	HRA REIMB	-620.12
11/30/2021	45756	CYNTHIA LOPEZ	HRA REIMB	-74.00
11/30/2021	45757	ROY DAVIS	HRA REIMB	-218.00
11/30/2021	45758	SABRINA FRANKLIN	HRA REIMB	-40.00
11/30/2021	45759	GARY COOPER	HRA REIMB	-1,233.00
11/30/2021	45760	JOE MEER	MILEAGE	-128.80
11/30/2021	45761	CHERI HOLSCLOW	PHONE REIMB	-200.00
11/30/2021	45762	CHRISTOPHER RASMUSSEN	EMPLOYEE EXPENSE	-49.00
11/30/2021		ARCO	FUEL	140.64
12/01/2021	45763	ANNA JUNKER	HRA REIMB	-2,120.00
12/01/2021	45764	[ EMPLOYEE ]	WAGES	-13,888.02
12/01/2021	45765	US BANK	CREDIT CARD PAYMENT	-3,445.91
12/01/2021		UNION BANK	WIRE TRANSFER	200,000.00
12/02/2021		PACIFIC WESTERN BANK	DEPOSIT CORRECTION	-1.00
12/02/2021		PACIFIC WESTERN BANK	DEPOSIT CORRECTION	-1.00
12/02/2021		ELECTRONIC PAYMENT SYSTEMS	OUTSIDE SERVICES	-46.29
12/02/2021		PACIFIC WESTERN BANK	DEPOSIT CORRECTION	-0.15
12/03/2021	45766	[ EMPLOYEE ]	WAGES	-438.89



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12/03/2021		ADP	ROLL TAXES	-9,527.34
12/03/2021		ADP	PAYROLL TAXES	-1,197.52
12/03/2021		ADP	WAGES	-4,633.98
12/03/2021		ADP	WAGES	-54,547.38
12/03/2021		CALPERS HEALTH/RETIREMENT	PEPRA RETIREMENT	-4,794.38
12/03/2021		CALPERS HEALTH/RETIREMENT	RETIREMENT	-4,661.64
12/03/2021		ADP	OUTSIDE SERVICES	-205.00
12/03/2021		SENTINEL BENEFITS	OUTSIDE SERVICES	-25.00
12/03/2021		CALPERS 457 PROGRAM	SUPPL RETIREMENT	-3,233.65
12/06/2021	45767	XEROX CORPORATION	RENTS	-160.86
12/06/2021	45768	QUILL CORPORATION	OFFICE SUPPLIES	-108.53
12/06/2021	45769	QUEST DIAGNOSTICS	EMPLOYEE EXPENSE	-66.50
12/06/2021	45770	PRUDENTIAL OVERALL SUPPLY	UNIFORMS & FACILITY SUPPLIES	-201.06
12/06/2021	45771	PALM SPRINGS MOTORS	PARTS	-964.95
12/06/2021	45772	JOSHUA TREE LANDSCAPE & GROUNDS MAINT	OUTSIDE SERVICES	-919.00
12/06/2021	45773	JOSHUA BASIN WATER DISTRICT	UTILITIES	-3,625.63
12/06/2021	45774	HI DESERT WATER DISTRICT	UTILITIES	-206.25
12/06/2021	45775	HI DESERT PUBLISHING	MARKETING	-958.20
12/06/2021	45776	HI DESERT FEDERAL	OUTSIDE SERVICES	-70.00
12/06/2021	45777	FRONTIER COMMUNICATIONS	TELEPHONE	-168.88
12/06/2021	45778	CITY OF TWENTYNINE PALMS	PROFESSIONAL FEES	-15,640.77
12/06/2021	45779	BURRTEC	UTILITIES	-235.41
12/06/2021	45780	AT&T MOBILITY	TELEPHONE	-100.44
12/06/2021	45781	JOSHUA BASIN WATER DISTRICT	UTILITIES	-223.83
12/06/2021	45782	PRISM	INSURANCE	-27,775.00
12/06/2021		PACIFIC WESTERN BANK	DEPOSIT CORRECTION	-0.50
12/06/2021		ARCO	FUEL	-40.46
12/06/2021		PACIFIC WESTERN BANK	DEPOSIT CORRECTION	1.00
12/07/2021		IMAGE SOURCE	VOID:	0.00
12/07/2021		CALPERS HEALTH/RETIREMENT	HEALTH INSURANCE	-22,835.01
12/08/2021	45783	ROTARY FOUNDATION	OUTSIDE SERVICES	-25.00
12/08/2021	45784	HI DESERT PUBLISHING	MARKETING	-184.00
12/08/2021		PACIFIC WESTERN BANK	DEPOSIT CORRECTION	0.05
12/09/2021		ELECTRONIC PAYMENT SYSTEMS	OUTSIDE SERVICES	-99.50
12/10/2021		SOUTHERN CALIFORNIA EDISON	UTILITIES	-5,717.56
12/13/2021		ARCO	FUEL	-58.82
12/15/2021	45785	FRONTIER COMMUNICATIONS	TELEPHONE	-63.23
12/15/2021	45786	FRONTIER COMMUNICATIONS	TELEPHONE	-54.75
12/15/2021	45787	VOYAGER	FUEL	-1,378.33
12/15/2021	45788	THE GAS COMPANY	FUEL	-12,815.69
12/15/2021	45789	SAFETY-KLEEN	FLUIDS	-686.67
12/15/2021	45790	QUILL CORPORATION	OFFICE SUPPLIES	-300.47
12/15/2021	45791	PRUDENTIAL OVERALL SUPPLY	UNIFORMS & FACILITY SUPPLIES	-46.57
12/15/2021	45792	PRO SECURITY SYSTEMS	OUTSIDE SERVICES	-156.00
12/15/2021	45793	PARKHOUSE TIRES	TIRES	-736.93
12/15/2021	45794	KCDZ	MARKETING	-460.00
12/15/2021	45795	JOSHUA BASIN WATER DISTRICT	UTILITIES	-223.83

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12/15/2021	45796	FRONTIER COMMUNICATIONS	TELEPHONE	-204.78
12/15/2021	45797	CLEAN ENERGY	CNG MAINTENANCE	-3,157.50
12/15/2021	45798	BURRTEC	UTILITIES	-72.29
12/15/2021	45799	BROADLUX INC.	CNG MAINTENANCE	-662.00
12/15/2021	45800	BATTERY SYSTEMS	PARTS	-237.03
12/15/2021	45801	AMERICAN LEAK DETECTION INC	VOID:	0.00
12/15/2021	45802	AIS	RENTS	-27.52
12/15/2021	45803	JOSE GIRON	HRA REIMB	-1,570.71
12/15/2021	45804	ROBERT WHENNEN	END OF YEAR RECOGNITION	-50.00
12/15/2021	45805	MICHELLE WEISS	END OF YEAR RECOGNITION	-50.00
12/15/2021	45806	LINDA STREICH	END OF YEAR RECOGNITION	-50.00
12/15/2021	45807	WILLIAM STARCK, II	END OF YEAR RECOGNITION	-50.00
12/15/2021	45808	VIKAS SHARMA	END OF YEAR RECOGNITION	-50.00
12/15/2021	45809	CHRISTOPHER RASMUSSEN	END OF YEAR RECOGNITION	-50.00
12/15/2021	45810	RENEE PAYNE	END OF YEAR RECOGNITION	-50.00
12/15/2021	45811	JAMES MITCHELL	END OF YEAR RECOGNITION	-50.00
12/15/2021	45812	JOE MEER	END OF YEAR RECOGNITION	-50.00
12/15/2021	45813	ADAH MARTINEZ	END OF YEAR RECOGNITION	-50.00
12/15/2021	45814	RAUL MARQUEZ	END OF YEAR RECOGNITION	-50.00
12/15/2021	45815	HECTOR MANZANO	END OF YEAR RECOGNITION	-50.00
12/15/2021	45816	CYNTHIA LOPEZ	END OF YEAR RECOGNITION	-50.00
12/15/2021	45817	KRISTEN KOHER	END OF YEAR RECOGNITION	-50.00
12/15/2021	45818	LYDIA KNUDSON	END OF YEAR RECOGNITION	-50.00
12/15/2021	45819	AMANDA KNOBLOCH	END OF YEAR RECOGNITION	-50.00
12/15/2021	45820	ANNA JUNKER	END OF YEAR RECOGNITION	-50.00
12/15/2021	45821	VICKI JERMAN	END OF YEAR RECOGNITION	-50.00
12/15/2021	45822	DOUG HUNTER	END OF YEAR RECOGNITION	-50.00
12/15/2021	45823	CHERI HOLSCRAW	END OF YEAR RECOGNITION	-50.00
12/15/2021	45824	JERROLD HENDERSON	END OF YEAR RECOGNITION	-50.00
12/15/2021	45825	THOMAS HATHAWAY	END OF YEAR RECOGNITION	-50.00
12/15/2021	45826	GEORGE HALLAS	END OF YEAR RECOGNITION	-50.00
12/15/2021	45827	JOSE GIRON	END OF YEAR RECOGNITION	-50.00
12/15/2021	45828	JOSEPH GADALLA	END OF YEAR RECOGNITION	-50.00
12/15/2021	45829	SABRINA FRANKLIN	END OF YEAR RECOGNITION	-50.00
12/15/2021	45830	CORY DOUGLASS	END OF YEAR RECOGNITION	-50.00
12/15/2021	45831	ROY DAVIS	END OF YEAR RECOGNITION	-50.00
12/15/2021	45832	BLAS CRUZ	END OF YEAR RECOGNITION	-50.00
12/15/2021	45833	GARY COOPER	END OF YEAR RECOGNITION	-50.00
12/15/2021	45834	KATHY CHRISTENSEN	END OF YEAR RECOGNITION	-50.00
12/15/2021	45835	DON CATLETT	END OF YEAR RECOGNITION	-50.00
12/15/2021	45836	DAWN BOSTROM	END OF YEAR RECOGNITION	-50.00
12/15/2021	45837	ANDREW BERNSTEIN	END OF YEAR RECOGNITION	-50.00
12/15/2021	45838	KIMBERLY BERNARD	END OF YEAR RECOGNITION	-50.00
12/15/2021	45839	PAULA BALDWIN	END OF YEAR RECOGNITION	-50.00
12/15/2021	45840	MATTHEW ATKINS	END OF YEAR RECOGNITION	-50.00
12/15/2021	45841	ROBERT ARVIZU	END OF YEAR RECOGNITION	-50.00
12/15/2021	45842	NOEMI ADDERLEY	END OF YEAR RECOGNITION	-50.00

MORONGO BASIN TRANSIT AUTHORITY  
WARRANT REGISTER

As of December 31, 2021			
12/15/2021	45844	CITY OF TWENTYNINE PALMS	PROFESSIONAL FEES -50.00
12/15/2021		CALPERS HEALTH/RETIREMENT	RETIREMENT PREFUND -10,034.00
12/15/2021		CALPERS HEALTH/RETIREMENT	HEALTH PREFUND -14,165.00
12/15/2021		PAULA BALDWIN	OFFICE SUPPLIES -37.38
12/15/2021		TOKEN TRANSIT FARES	CASHLESS FARES DEPOSIT 592.50
12/15/2021		VISION SERVICE PLAN	VISION INSURANCE -423.91
12/16/2021	45845	[ EMPLOYEE ]	WAGES -260.33
12/16/2021		PACIFIC WESTERN BANK	DEPOSIT CORRECTION -0.08
12/16/2021		PACIFIC WESTERN BANK	DEPOSIT CORRECTION -0.25
12/16/2021		PACIFIC WESTERN BANK	DEPOSIT CORRECTION 0.01
12/17/2021		ADP	WAGES -14,216.91
12/17/2021		ADP	WAGES -49,863.04
12/17/2021		ADP	PAYROLL TAXES -16,602.46
12/17/2021		CALPERS HEALTH/RETIREMENT	PEPRA RETIREMENT -4,922.85
12/17/2021		CALPERS HEALTH/RETIREMENT	RETIREMENT -3,788.00
12/17/2021		ADP	OUTSIDE SERVICES -197.50
12/17/2021		CALPERS 457 PROGRAM	SUPPL RETIREMENT -3,077.93
12/20/2021		ARCO	FUEL -101.46
12/21/2021	45846	TWENTYNINE PALMS WATER DISTRICT	UTILITIES -162.18
12/21/2021	45847	SPECTRUM	UTILITIES -407.85
12/21/2021	45848	SAFETY-KLEEN	FLUIDS -20.00
12/21/2021	45849	QUILL CORPORATION	OFFICE SUPPLIES -265.64
12/21/2021	45850	PRUDENTIAL OVERALL SUPPLY	UNIFORMS & FACILITY SUPPLIES -320.26
12/21/2021	45851	PALM SPRINGS MOTORS	PARTS -911.41
12/21/2021	45852	KCDZ	MARKETING -4,200.00
12/21/2021	45853	DESERT ARC	OUTSIDE SERVICES -270.00
12/21/2021	45854	DEPARTMENT OF JUSTICE	OUTSIDE SERVICES -64.00
12/21/2021	45855	COPPER MOUNTAIN BROADCASTING	MARKETING -616.00
12/21/2021	45856	CLEAN ENERGY	CNG MAINTENANCE -4,800.00
12/21/2021	45857	CHARLES ABBOTT & ASSOCIATES INC.	CAPITAL TO BE REIMBURSED -165.00
12/21/2021	45858	CARQUEST - YUCCA VALLEY	PARTS & FLUIDS -701.77
12/21/2021	45859	AMERICAN LEAK DETECTION INC	OUTSIDE SERVICES -500.00
12/21/2021	45860	FRONTIER COMMUNICATIONS	TELEPHONE -1,020.33
12/21/2021	45861	FRONTIER COMMUNICATIONS	TELEPHONE -65.98
12/21/2021	45862	FRONTIER COMMUNICATIONS	TELEPHONE -97.98
12/21/2021	45863	ANDREW BERNSTEIN	END OF YEAR RECOGNITION -49.00
12/24/2021		TREP	MILEAGE REIMBURSEMENTS -3,056.25
12/27/2021		ARCO	FUEL -20.55
12/28/2021	45864	[ EMPLOYEE ]	WAGES -218.90
12/28/2021	45865	KRISTEN KOHER	HRA REIMB -2,255.00
12/28/2021		SOCO GROUP INC	FUEL -239.80
12/29/2021		UNION BANK	WIRE TRANSFER 200,000.00
12/30/2021	45866	GEORGE HALLAS	HRA REIMB -759.05
12/30/2021	45867	JOSE GIRON	HRA REIMB -141.16
12/30/2021	45868	WILLIAM STARCK, II	HRA REIMB -882.23
12/30/2021	45869	QUILL CORPORATION	OFFICE SUPPLIES -465.87
12/30/2021	45870	GARY COOPER	HRA REIMB -925.00

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# MORONGO BASIN TRANSIT AUTHORITY WARRANT REGISTER

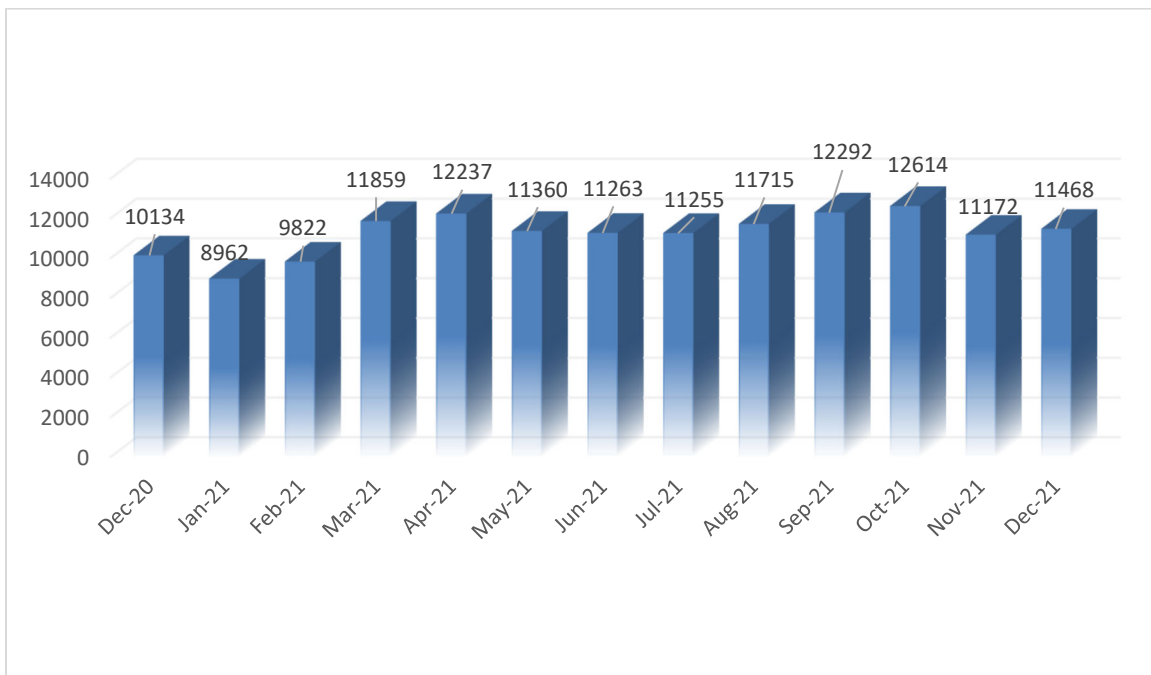
As of December 31, 2021

12/30/2021	45871	[ EMPLOYEE ]	WAGES	-119.54
12/30/2021	45872	JOE MEER	HRA REIMB	-157.52
12/30/2021	45873	CYNTHIA LOPEZ	HRA REIMB	-136.84
12/30/2021	45874	KRISTEN KOHER	HRA REIMB	-380.00
12/30/2021	45875	VALLEY INDEPENDENT PRINTING	PRINTING	-851.55
12/30/2021	45876	THE GAS COMPANY	UTILITIES	-19.97
12/30/2021	45877	SUNNY AND SONS	OUTSIDE SERVICES	-99.00
12/30/2021	45878	RUTAN & TUCKER, LLP	PROFESSIONAL FEES	-618.60
12/30/2021	45879	ROY DAVIS	HRA REIMB	-1,793.04
12/30/2021	45880	MOJAVE DESERT AQMD	OUTSIDE SERVICES	-356.12
12/30/2021	45881	HI DESERT WATER DISTRICT	UTILITIES	-173.60
12/30/2021	45882	FRONTIER COMMUNICATIONS	TELEPHONE	-169.54
12/30/2021	45883	BURRTEC	UTILITIES	-481.82
12/30/2021	45884	AT&T MOBILITY	TELEPHONE	-5.22
12/30/2021		ADP	WAGES	-260.33
12/30/2021		ADP	WAGES	-52,136.42
12/30/2021		ADP	PAYROLL TAXES	-9,299.03
12/31/2021		CALPERS HEALTH/RETIREMENT	PEPRA RETIREMENT	-5,091.00
12/31/2021		CALPERS HEALTH/RETIREMENT	RETIREMENT	-3,997.27
12/31/2021		ADP	OUTSIDE SERVICES	-190.00
12/31/2021		CALPERS 457 PROGRAM	SUPPL RETIREMENT	-3,228.12

## MORONGO BASIN TRANSIT AUTHORITY

TO: Board of Directors  
FROM: Cheri Holsclaw, Interim General Manager  
DATE: January 19, 2022  
  
RE: Ridership Report

Ridership in the first half of FY22 was 70,516 vs 65,071 we had the first half of FY21. We saw a slight drop in November and December during the holidays, but staff continues to anticipate seeing a gradual ridership increase as the county begins to recover.



**STAFF RECOMMENDATION: RECEIVE AND DISCUSS AS NECESSARY**



# Quarterly Performance Scorecard

FY 2022  
System - System-Wide  
All Routes

Performance Indicators & Data	Prior Year Total	Current Year Target	Current Year To Date	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Year To Date Performance
Farebox Recovery Ratio	5.28%	>= 10.00%	6.79%	5.58%	8.03%			Fails to Meet Target
Operating Costs Per Revenue Hour	\$114.80	<= \$137.90	\$130.56	\$132.44	\$128.69			Exceeds Target
Passenger Revenue Per Revenue Hour (a)	\$6.06		\$8.86	\$7.39	\$10.33			Fails to Meet Target
Subsidy Per Revenue Hour	\$108.74		\$121.70	\$125.04	\$118.36			
Operating Cost Per Revenue Mile	\$5.79	<= \$7.00	\$6.68	\$6.70	\$6.66			Exceeds Target
Passenger Revenue Per Revenue Mile	\$0.31		\$0.45	\$0.37	\$0.53			
Subsidy Per Revenue Mile	\$5.48		\$6.23	\$6.33	\$6.12			
Operating Costs Per Passenger	\$27.68	<= \$19.51	\$29.52	\$29.98	\$29.07			Fails to Meet Target
Passenger Revenue Per Passenger (Avg Fare) (a)	\$1.46		\$2.00	\$1.67	\$2.33			
Subsidy Per Passenger	\$26.22		\$27.52	\$28.31	\$26.73			
Operating Cost Per Passenger Mile								
Passenger Revenue Per Passenger Mile (a)								
Subsidy Per Passenger Mile								
Passengers Per Revenue Hour	4.2		4.4	4.4	4.4			
Passengers Per Revenue Mile	0.21		0.23	0.22	0.23			
Revenue Miles Between NTD Reportable Accidents (b)								
Percentage of Trips On Time	98.8%		97.8%	97.6%	98.0%			
Passengers Served Between Complaints	7,254		6,411	5,037	8,814			
Complaints Per 100,000 Passengers	13.79		15.60	19.85	11.35			
Revenue Miles Between NTD System Failures (c)								
Total Miles Between Total NTD System Failures (c)								
Total Miles Between Major NTD System Failures (d)								
Passengers	130,574	>= 225,000	70,516	35,262	35,254			Fails to Meet Target
Passenger Miles								
Revenue Hours	31,482		15,946	7,983	7,963			
Total Hours	34,501		17,357	8,670	8,687			
Revenue Miles	624,558		311,630	157,670	153,960			
Total Miles	694,898		342,588	172,832	169,756			
Operating Costs	\$3,614,013		\$2,081,916	\$1,057,164	\$1,024,751			
Passenger Revenue (a)	\$190,647		\$141,262	\$59,002	\$82,260			
Operating Subsidy	\$3,423,366		\$1,940,654	\$998,162	\$942,492			
NTD Reportable Accidents (b)	0		0	0	0			
Total Roadcalls (NTD System Failures) (c)	0		0	0	0			
Major Mechanical Failures (Roadcalls) (d)	0		0	0	0			
Complaints	18		11	7	4			
Trips On Time	12,298		6,141	3,047	3,094			
On-Time Performance Trips Sampled	12,448		6,280	3,123	3,157			

(a) Includes Auxiliary Revenues and other Local Support related to reduced fares. (b) Collision Accidents reportable per NTD Definition. (c) Total System Failures per NTD Definition. (d) Major System Failures per NTD Definition.



# Monthly Ridership Report

December, FY 2022

## Total (All Day Types)

Service	Passengers		Passengers Per Revenue Hour		Farebox Recovery Ratio	
	Prior Year	Current Year	Prior Year	Current Year	Prior Year	Current Year
<b>Route Subtotals</b>						
1	4,191	4,970	5.4	6.0	5.59%	6.14%
12	281	344	1.8	2.0	5.70%	9.89%
15	20	86	0.6	1.7	0.69%	7.05%
1X	91	131	3.3	4.8	4.56%	1.95%
21	514	727	2.5	3.2	2.88%	2.19%
3A	1,007	1,112	4.2	4.5	4.54%	2.65%
3B	962	978	4.2	4.0	4.39%	2.88%
7A	1,161	1,028	4.9	4.0	4.33%	1.75%
7B	926	967	4.0	3.8	3.86%	2.06%
RR30	287	384	1.8	2.4	1.67%	1.72%
RR31	107	101	2.0	1.4	1.56%	1.01%
RR34	231	248	2.8	2.3	2.25%	1.47%
RR36	12	24	2.4	0.8	1.80%	0.54%
RR50	344	368	2.3	1.9	2.12%	1.43%
<b>Program Subtotals</b>						
Commuter Service	301	430	1.6	1.9	4.73%	9.16%
Demand Response	981	1,125	2.2	2.0	1.91%	1.42%
Neighborhood Shuttles	8,852	9,913	4.5	4.7	4.66%	3.82%
<b>System Total</b>	10,134	11,468	3.9	4.0	4.20%	3.82%



**FY 2022 -- Monthly Performance Statistics**  
**Systemwide Summary**  
**All Routes**

**Performance Statistics for December**

Level Item	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Passengers Per Rev. Hour	Operating Cost Per Passenger	Operating Cost Per Rev. Hour	Passenger Revenue Per Passenger	Passenger Revenue Per Rev. Hour	Farebox Recovery Ratio
<b>Reporting Route #:</b>										
1	4,970	827.9	\$109,130	\$6,696	6.0	\$21.96	\$131.81	\$1.35	\$8.09	6.14%
1X	131	27.4	\$3,657	\$71	4.8	\$27.92	\$133.40	\$0.54	\$2.60	1.95%
3A	1,112	247.5	\$31,504	\$835	4.5	\$28.33	\$127.28	\$0.75	\$3.37	2.65%
3B	978	247.3	\$31,163	\$896	4.0	\$31.86	\$126.01	\$0.92	\$3.62	2.88%
7A	1,028	257.5	\$33,665	\$590	4.0	\$32.75	\$130.73	\$0.57	\$2.29	1.75%
7B	967	257.7	\$33,185	\$683	3.8	\$34.32	\$128.77	\$0.71	\$2.65	2.06%
12	344	170.7	\$24,622	\$2,434	2.0	\$71.58	\$144.23	\$7.08	\$14.26	9.89%
15	86	51.2	\$8,418	\$593	1.7	\$97.88	\$164.41	\$6.90	\$11.59	7.05%
21	727	225.9	\$31,327	\$685	3.2	\$43.09	\$138.69	\$0.94	\$3.03	2.19%
RR30	384	162.0	\$20,621	\$354	2.4	\$53.70	\$127.31	\$0.92	\$2.18	1.72%
RR31	101	71.6	\$9,252	\$93	1.4	\$91.60	\$129.16	\$0.92	\$1.30	1.01%
RR34	248	108.7	\$15,530	\$229	2.3	\$62.62	\$142.87	\$0.92	\$2.10	1.47%
RR36	24	30.6	\$4,122	\$22	0.8	\$171.76	\$134.86	\$0.92	\$0.72	0.54%
RR50	368	191.5	\$23,657	\$339	1.9	\$64.29	\$123.55	\$0.92	\$1.77	1.43%
<b>Program:</b>										
Commuter Service	430	221.9	\$33,040	\$3,027	1.9	\$76.84	\$148.88	\$7.04	\$13.64	9.16%
Demand Response	1,125	564.4	\$73,183	\$1,037	2.0	\$65.05	\$129.67	\$0.92	\$1.84	1.42%
Neighborhood Shuttles	9,913	2,091.3	\$273,631	\$10,456	4.7	\$27.60	\$130.84	\$1.05	\$5.00	3.82%
<b>Mode:</b>										
Bus (Motorbus)	9,913	2,091.3	\$273,631	\$10,456	4.7	\$27.60	\$130.84	\$1.05	\$5.00	3.82%
Commuter Bus	430	221.9	\$33,040	\$3,027	1.9	\$76.84	\$148.88	\$7.04	\$13.64	9.16%
Demand Response	1,125	564.4	\$73,183	\$1,037	2.0	\$65.05	\$129.67	\$0.92	\$1.84	1.42%
<b>System Total:</b>	<b>11,468</b>	<b>2,877.6</b>	<b>\$379,854</b>	<b>\$14,520</b>	<b>4.0</b>	<b>\$33.12</b>	<b>\$132.01</b>	<b>\$1.27</b>	<b>\$5.05</b>	<b>3.82%</b>





# Monthly Ridership Report

November, FY 2022

## Total (All Day Types)

Service	Passengers		Passengers Per Revenue Hour		Farebox Recovery Ratio	
	Prior Year	Current Year	Prior Year	Current Year	Prior Year	Current Year
<b>Route Subtotals</b>						
1	3,883	4,902	5.5	6.2	6.13%	7.95%
12	319	364	2.2	2.3	8.29%	14.33%
15	20	179	0.4	3.5	1.59%	24.53%
1X	95	146	2.8	7.2	3.46%	2.64%
21	504	664	2.7	3.1	3.47%	3.51%
3A	1,034	924	4.8	4.4	5.60%	4.14%
3B	909	944	4.2	5.0	5.05%	5.26%
7A	1,149	986	5.4	4.8	5.46%	3.08%
7B	943	992	4.4	4.8	4.80%	4.81%
RR30	272	357	2.0	2.4	2.08%	2.05%
RR31	118	114	1.9	1.5	1.67%	1.28%
RR34	223	222	2.3	2.2	2.13%	1.69%
RR36	11	19	0.6	0.5	0.49%	0.46%
RR50	303	359	2.1	2.2	2.20%	1.93%
<b>Program Subtotals</b>						
Commuter Service	339	543	1.8	2.6	6.42%	17.06%
Demand Response	927	1,071	2.0	2.0	1.99%	1.72%
Neighborhood Shuttles	8,517	9,558	4.7	5.2	5.36%	5.78%
<b>System Total</b>	<b>9,783</b>	<b>11,172</b>	<b>4.0</b>	<b>4.3</b>	<b>4.85%</b>	<b>6.06%</b>



**FY 2022 -- Monthly Performance Statistics**  
**Systemwide Summary**  
**All Routes**

**Performance Statistics for November**

Level Item	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Passengers Per Rev. Hour	Operating Cost Per Passenger	Operating Cost Per Rev. Hour	Passenger Revenue Per Passenger	Passenger Revenue Per Rev. Hour	Farebox Recovery Ratio
<b>Reporting Route #:</b>										
1	4,902	795.2	\$86,787	\$6,895	6.2	\$17.70	\$109.13	\$1.41	\$8.67	7.95%
1X	146	20.4	\$2,179	\$57	7.2	\$14.92	\$106.89	\$0.39	\$2.82	2.64%
3A	924	211.4	\$22,055	\$913	4.4	\$23.87	\$104.33	\$0.99	\$4.32	4.14%
3B	944	189.9	\$19,622	\$1,032	5.0	\$20.79	\$103.33	\$1.09	\$5.44	5.26%
7A	986	206.7	\$21,498	\$662	4.8	\$21.80	\$104.03	\$0.67	\$3.20	3.08%
7B	992	208.5	\$21,737	\$1,045	4.8	\$21.91	\$104.27	\$1.05	\$5.01	4.81%
12	364	161.2	\$19,509	\$2,795	2.3	\$53.59	\$121.01	\$7.68	\$17.34	14.33%
15	179	51.3	\$7,132	\$1,749	3.5	\$39.84	\$139.07	\$9.77	\$34.11	24.53%
21	664	212.3	\$24,790	\$869	3.1	\$37.33	\$116.77	\$1.31	\$4.09	3.51%
RR30	357	151.8	\$15,304	\$314	2.4	\$42.87	\$100.85	\$0.88	\$2.07	2.05%
RR31	114	78.2	\$7,836	\$100	1.5	\$68.73	\$100.20	\$0.88	\$1.28	1.28%
RR34	222	102.5	\$11,564	\$195	2.2	\$52.09	\$112.82	\$0.88	\$1.90	1.69%
RR36	19	37.6	\$3,657	\$17	0.5	\$192.45	\$97.21	\$0.88	\$0.44	0.46%
RR50	359	162.0	\$16,361	\$316	2.2	\$45.57	\$100.98	\$0.88	\$1.95	1.93%
<b>Program:</b>										
Commuter Service	543	212.5	\$26,640	\$4,545	2.6	\$49.06	\$125.37	\$8.37	\$21.39	17.06%
Demand Response	1,071	532.1	\$54,721	\$941	2.0	\$51.09	\$102.84	\$0.88	\$1.77	1.72%
Neighborhood Shuttles	9,558	1,844.3	\$198,667	\$11,474	5.2	\$20.79	\$107.72	\$1.20	\$6.22	5.78%
<b>Mode:</b>										
Bus (Motorbus)	9,558	1,844.3	\$198,667	\$11,474	5.2	\$20.79	\$107.72	\$1.20	\$6.22	5.78%
Commuter Bus	543	212.5	\$26,640	\$4,545	2.6	\$49.06	\$125.37	\$8.37	\$21.39	17.06%
Demand Response	1,071	532.1	\$54,721	\$941	2.0	\$51.09	\$102.84	\$0.88	\$1.77	1.72%
<b>System Total:</b>	<b>11,172</b>	<b>2,588.9</b>	<b>\$280,028</b>	<b>\$16,960</b>	<b>4.3</b>	<b>\$25.07</b>	<b>\$108.16</b>	<b>\$1.52</b>	<b>\$6.55</b>	<b>6.06%</b>



# Monthly Ridership Report

October, FY 2022

## Total (All Day Types)

Service	Passengers		Passengers Per Revenue Hour		Farebox Recovery Ratio	
	Prior Year	Current Year	Prior Year	Current Year	Prior Year	Current Year
<b>Route Subtotals</b>						
1	4,742	5,756	5.9	7.3	6.89%	14.15%
12	313	353	2.0	2.3	5.15%	9.33%
15	33	276	0.6	4.4	0.81%	25.83%
1X	126	59	5.1	2.8	7.59%	1.66%
21	563	704	2.7	3.5	3.53%	4.49%
3A	1,042	1,120	4.4	6.3	5.34%	8.40%
3B	1,159	1,036	4.9	4.9	6.62%	8.37%
7A	1,348	1,236	5.7	6.3	6.37%	10.36%
7B	1,177	1,029	5.1	5.6	6.03%	8.06%
RR30	288	384	1.9	2.4	35.06%	32.31%
RR31	131	122	1.7	1.8	24.37%	23.43%
RR34	227	216	2.6	2.2	35.91%	24.44%
RR36	11	26	0.4	1.6	6.35%	20.78%
RR50	333	297	2.1	1.8	35.62%	24.18%
<b>Program Subtotals</b>						
Commuter Service	346	629	1.6	2.9	3.86%	14.82%
Demand Response	990	1,045	2.0	2.1	31.95%	26.48%
Neighborhood Shuttles	10,157	10,940	5.1	6.2	6.15%	10.62%
<b>System Total</b>	<b>11,493</b>	<b>12,614</b>	<b>4.3</b>	<b>5.1</b>	<b>10.10%</b>	<b>13.92%</b>



**FY 2022 -- Monthly Performance Statistics**  
**Systemwide Summary**  
**All Routes**

**Performance Statistics for October**

Level Item	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Passengers Per Rev. Hour	Operating Cost Per Passenger	Operating Cost Per Rev. Hour	Passenger Revenue Per Passenger	Passenger Revenue Per Rev. Hour	Farebox Recovery Ratio
<b>Reporting Route #:</b>										
1	5,756	784.9	\$118,557	\$16,780	7.3	\$20.60	\$151.04	\$2.92	\$21.38	14.15%
1X	59	21.0	\$3,213	\$53	2.8	\$54.46	\$153.24	\$0.90	\$2.54	1.66%
3A	1,120	177.5	\$25,089	\$2,107	6.3	\$22.40	\$141.33	\$1.88	\$11.87	8.40%
3B	1,036	210.0	\$28,830	\$2,413	4.9	\$27.83	\$137.31	\$2.33	\$11.49	8.37%
7A	1,236	196.1	\$26,813	\$2,777	6.3	\$21.69	\$136.76	\$2.25	\$14.16	10.36%
7B	1,029	185.0	\$25,192	\$2,032	5.6	\$24.48	\$136.16	\$1.97	\$10.98	8.06%
12	353	152.6	\$26,353	\$2,458	2.3	\$74.65	\$172.71	\$6.96	\$16.11	9.33%
15	276	63.2	\$13,158	\$3,398	4.4	\$47.67	\$208.30	\$12.31	\$53.80	25.83%
21	704	202.3	\$32,270	\$1,447	3.5	\$45.84	\$159.55	\$2.06	\$7.16	4.49%
RR30	384	159.1	\$19,692	\$6,363	2.4	\$51.28	\$123.79	\$16.57	\$40.00	32.31%
RR31	122	69.7	\$8,628	\$2,022	1.8	\$70.72	\$123.85	\$16.57	\$29.02	23.43%
RR34	216	97.3	\$14,645	\$3,579	2.2	\$67.80	\$150.60	\$16.57	\$36.80	24.44%
RR36	26	16.2	\$2,073	\$431	1.6	\$79.75	\$128.25	\$16.57	\$26.65	20.78%
RR50	297	162.0	\$20,356	\$4,921	1.8	\$68.54	\$125.64	\$16.57	\$30.37	24.18%
<b>Program:</b>										
Commuter Service	629	215.8	\$39,511	\$5,856	2.9	\$62.82	\$183.13	\$9.31	\$27.14	14.82%
Demand Response	1,045	504.2	\$65,395	\$17,315	2.1	\$62.58	\$129.70	\$16.57	\$34.34	26.48%
Neighborhood Shuttles	10,940	1,776.7	\$259,963	\$27,609	6.2	\$23.76	\$146.32	\$2.52	\$15.54	10.62%
<b>Mode:</b>										
Bus (Motorbus)	10,940	1,776.7	\$259,963	\$27,609	6.2	\$23.76	\$146.32	\$2.52	\$15.54	10.62%
Commuter Bus	629	215.8	\$39,511	\$5,856	2.9	\$62.82	\$183.13	\$9.31	\$27.14	14.82%
Demand Response	1,045	504.2	\$65,395	\$17,315	2.1	\$62.58	\$129.70	\$16.57	\$34.34	26.48%
<b>System Total:</b>	12,614	2,496.6	\$364,869	\$50,780	5.1	\$28.93	\$146.14	\$4.03	\$20.34	13.92%

MORONGO BASIN TRANSIT AUTHORITY

TO: Board of Directors  
FROM: Cheri Holsclaw, Interim General Manager  
DATE: January 19, 2022  
  
RE: Financial Report

At the conclusion of the first six months of the fiscal year, MBTA was \$89,038 (4%) ahead of budget.

**STAFF RECOMMENDATION: RECEIVE AND DISCUSS AS NECESSARY**

**ITEM 5.5**

**MORONGO BASIN TRANSIT AUTHORITY**  
**Statement of Expenditures - Cash Basis**  
**During Fiscal Year ending 06/30/22**  
**For Period Ending 12/31/21**

Line	Administrative Exp.	FY 21/22 Budget	DEC		Year to Date		Year to Date Variance	%
			Budget	Actual	Budget	Actual		
1	Mgmt. Salaries	\$ 120,082.00	\$ 13,855.62	\$ 15,257.74	60,041.00	\$ 88,673.84	(28,632.84)	-48%
2	Office Salaries	\$ 170,125.00	\$ 19,629.81	13,476.95	85,062.50	65,641.81	19,420.69	23%
3	Board Members	\$ 6,300.00	\$ 525.00	0.00	3,150.00	2,000.00	1,150.00	37%
4	Payroll Taxes	\$ 7,888.00	\$ 910.15	974.95	3,944.00	3,225.58	718.42	18%
5	Health & Welfare	\$ 78,780.00	\$ 6,565.00	1,923.01	39,390.00	31,001.98	8,388.02	21%
6	Retirement:PERS	\$ 50,215.00	\$ 5,794.04	3,980.34	25,107.50	23,353.76	1,753.74	7%
7	Mileage	\$ 5,000.00	\$ 416.67	107.52	2,500.00	1,022.00	1,478.00	59%
8	Outside Services	\$ 45,640.00	\$ 3,803.33	1,315.00	22,820.00	11,795.31	11,024.69	48%
9	Prof. Fees	\$ 58,796.00	\$ 4,899.67	16,285.27	29,398.00	38,711.95	(9,313.95)	-32%
10	Leases/Rents	\$ 5,712.00	\$ 476.00	188.38	2,856.00	41.89	2,814.11	99%
11	Utilities	\$ 105,078.00	\$ 8,756.50	11,230.69	52,539.00	62,313.40	(9,774.40)	-19%
12	Marketing/Promotions	\$ 40,493.00	\$ 3,374.42	3,013.20	20,246.50	17,970.87	2,275.63	11%
13	Office Supplies	\$ 16,882.00	\$ 1,406.83	1,201.42	8,441.00	5,729.15	2,711.85	32%
14	Postage	\$ 2,400.00	\$ 200.00	182.40	1,200.00	757.69	442.31	37%
15	Printing/Reproduction	\$ 12,071.00	\$ 1,005.92	851.55	6,035.50	4,709.16	1,326.34	22%
16	Training/Meetings	\$ 14,831.00	\$ 1,235.92	1,994.72	7,415.50	5,508.16	1,907.34	26%
17	Interest Exp.	\$ 2,000.00	\$ 166.67	0.00	\$ 1,000.00	0.00	1,000.00	100%
18	<b>Total Administrative</b>	<b>\$ 742,293.00</b>	<b>\$ 73,021.53</b>	<b>\$ 71,983.14</b>	<b>\$ 371,146.50</b>	<b>\$ 362,456.55</b>	<b>\$ 8,689.95</b>	<b>2%</b>
<b>Maintenance Expense</b>								
19	Mechanic Salaries	\$ 161,375.00	\$ 18,620.19	17,082.54	80,687.50	\$ 75,118.55	5,568.95	7%
20	Misc. Work/Salaries	\$ 58,810.00	\$ 6,785.77	3,548.16	29,405.00	25,006.15	4,398.85	15%
21	Payroll Taxes	\$ 3,730.00	\$ 430.38	298.59	1,865.00	1,562.33	302.67	16%
22	Health & Welfare	\$ 29,364.00	\$ 2,447.00	1,361.79	14,682.00	7,943.79	6,738.21	46%
23	Retirement:PERS	\$ 17,651.00	\$ 2,036.65	1,532.58	8,825.50	6,210.58	2,614.92	30%
24	Uniforms	\$ 2,500.00	\$ 208.33	152.20	1,250.00	1,062.91	187.09	15%
25	Outside Services	\$ 49,187.00	\$ 4,098.92	1,775.12	24,593.50	13,994.76	10,598.74	43%
26	Parts	\$ 56,329.00	\$ 4,694.08	1,775.44	28,164.50	15,918.36	12,246.14	43%
27	Fluids	\$ 15,259.00	\$ 1,271.58	1,642.12	7,629.50	4,908.83	2,720.67	36%
28	Tires	\$ 55,000.00	\$ 4,583.33	736.93	27,500.00	27,337.88	162.12	1%
29	Accident Repair	\$ 26,369.00	\$ 2,197.42	0.00	13,184.50	6,110.61	7,073.89	54%
30	Tools	\$ 2,206.00	\$ 183.83	0.00	1,103.00	250.00	853.00	77%
31	Consulting	\$ 2,606.00	\$ 217.17	0.00	1,303.00	0.00	1,303.00	100%
32	Shop Supplies	\$ 4,000.00	\$ 333.33	0.00	2,000.00	263.24	1,736.76	87%
33	Facility Supplies	\$ 25,054.00	\$ 2,087.83	489.99	12,527.00	2,668.61	9,858.39	79%
34	Training/Meetings	\$ 6,174.00	\$ 514.50	0.00	3,087.00	0.00	3,087.00	100%
35	Shelter Maintenance	\$ 2,784.00	\$ 232.00	0.00	1,392.00	0.00	1,392.00	100%
36	CNG Stations Maint.	\$ 115,874.00	\$ 9,656.17	8,619.50	\$ 57,937.00	44,388.11	13,548.89	23%
37	<b>Total Maintenance</b>	<b>\$ 634,272.00</b>	<b>\$ 60,598.50</b>	<b>\$ 39,014.96</b>	<b>\$ 317,136.00</b>	<b>\$ 232,744.71</b>	<b>\$ 84,391.29</b>	<b>27%</b>
<b>Operations Expense</b>								
38	Mgmt/Supv Salaries	\$ 159,333.00	\$ 18,384.58	14,843.59	79,666.50	\$ 75,239.75	4,426.75	6%
39	Operator Wages	\$ 928,353.00	\$ 107,117.65	111,309.55	464,176.50	467,020.20	(2,843.70)	-1%
40	Dispatch Wages	\$ 176,952.00	\$ 20,417.54	22,011.57	88,476.00	87,716.28	759.72	1%
41	Payroll Taxes	\$ 30,351.00	\$ 3,502.04	2,410.04	15,175.50	8,503.71	6,671.79	44%
42	Health & Welfare	\$ 444,904.00	\$ 37,075.33	42,478.74	222,452.00	190,550.73	31,901.27	14%
43	Retirement:PERS	\$ 229,799.00	\$ 26,515.27	20,389.63	114,899.50	183,462.31	(68,562.81)	-60%
44	Safety Incentive Program	\$ 8,800.00	\$ 733.33	0.00	4,400.00	4,100.00	300.00	7%
45	Workers'Comp	\$ 350,000.00	\$ 29,166.67	27,775.50	175,000.00	166,655.00	8,345.00	5%
46	Other Employee Exp.	\$ 19,988.00	\$ 1,665.67	2,528.23	9,994.00	10,456.31	(462.31)	-5%
47	Mileage	\$ 1,850.00	\$ 154.17	0.00	925.00	197.34	727.66	79%
48	Uniforms	\$ 11,152.00	\$ 929.33	0.00	5,576.00	5,397.10	178.90	3%
49	Outside Services	\$ 16,635.00	\$ 1,386.25	226.00	8,317.50	9,578.71	(1,261.21)	-15%
50	Tel/Cell/Internet/Fax	\$ 32,638.00	\$ 2,719.83	2,581.13	16,319.00	13,697.22	2,621.78	16%
51	Radio Expense	\$ 11,000.00	\$ 916.67	4,200.00	5,500.00	20,914.85	(15,414.85)	-280%
52	Fuel	\$ 192,506.00	\$ 16,042.17	14,415.31	96,253.00	83,967.45	12,285.55	13%
53	Trainings/Meetings	\$ 4,400.00	\$ 366.67	93.17	2,200.00	1,255.95	944.05	43%
54	Insurance	\$ 360,933.00	\$ 30,077.75	-250.00	180,466.50	164,767.32	15,699.18	9%
55	Deferred Comp Match	\$ 33,660.00	\$ 3,883.85	3,843.86	\$ 16,830.00	17,190.06	(360.06)	-2%
56	<b>Total Operations</b>	<b>\$ 3,013,254.00</b>	<b>\$ 301,054.76</b>	<b>\$ 268,855.82</b>	<b>\$ 1,506,627.00</b>	<b>\$ 1,510,670.29</b>	<b>\$ (4,043.29)</b>	<b>0%</b>
57	<b>Grand Total of Op Exp</b>	<b>\$ 4,389,819.00</b>	<b>\$ 434,674.79</b>	<b>\$ 379,853.92</b>	<b>\$ 2,194,909.50</b>	<b>\$ 2,105,871.55</b>	<b>\$ 89,037.95</b>	<b>4%</b>

**MORONGO BASIN TRANSIT AUTHORITY**  
Statement of Income  
12/31/21

Other Revenue			DEC		YTD Bdgt	YTD Actual		
1	Interest	\$ 152.00	12.67	5.56	76.00	\$ 1,504.09	\$ 1,428.09	1879%
2	Other Revenue	\$ 3,000.00	250.00	200.00	1,500.00	1,443.06	\$ (56.94)	-4%
3	CNG Fuel	\$ 17,487.00	1,457.25	5,572.46	8,743.50	26,734.54	\$ 17,991.04	100%
4	Gain on Sale of Assets	\$ -	0.00	0.00	0.00	0.00	-	0%
5	Total Other Revenue	\$ 20,639.00	\$ 1,719.92	\$ 5,778.02	\$ 10,319.50	\$ 29,681.69	\$ 19,362.19	188%

Passenger Fares			DEC		YTD Bdgt	YTD Actual		
6	Fixed Route	\$ 128,000.00	10,666.67	9,987.95	64,000.00	74,968.79	\$ 10,968.79	17%
7	Ready Ride	\$ 40,000.00	3,333.33	1,036.66	20,000.00	28,085.02	\$ 8,085.02	40%
8	Palm Spr./Palm Des.	\$ 18,000.00	1,500.00	3,027.18	9,000.00	25,210.77	\$ 16,210.77	180%
9	Office Passes	\$ 14,000.00	1,166.67	468.00	7,000.00	12,997.25	\$ 5,997.25	86%
10	Total Fare Revenue	\$ 200,000.00	\$ 16,666.67	\$ 14,519.79	\$ 100,000.00	\$ 141,261.83	\$ 41,261.83	41%

Current Support Funding - Operations				Received	Prior FY	Received	Balance Due
11	Local Transit Funds	\$ 3,834,010.00				\$ 1,917,005.00	\$ 1,917,005.00
12	Section 5311 Operating Asst	\$ 437,331.00					\$ 437,331.00
13	Measure I	\$ 140,500.00		\$ 14,031.14		\$ 81,241.41	\$ 59,258.59
14	AB 2766	\$ 40,000.00				\$ 40,000.00	\$ -
15	Total Sup. Fund.Ops	\$ 4,451,841.00		\$ 14,031.14		\$ 2,038,246.41	\$ 2,413,594.59
16	Total Operating Revenues	\$ 4,672,480.00		\$ 34,328.95		\$ 2,209,189.93	\$ 2,474,218.61

Prior Year Support Funding - Operations		Grant Amt		Received	Prior FY	Received	Balance Due
17	Section 5311 Operating Asst FY20	\$ 421,203.00				\$ 421,203.00	\$ -
18	Section 5311 Operating Asst FY21	\$ 437,331.00					\$ 437,331.00
19	Total Prior Year Operating Revenues	\$ 858,534.00	\$ -	\$ -	\$ -	\$ 421,203.00	\$ 437,331.00

Current Year Capital Funding - Capital			Grant Amt		Received	Prior FY	Received	Balance Due
20	Operations Support Equip	STA FY22	\$ 25,000.00					\$ 25,000.00
21	Cashless Fare System (TT)	STA FY22	\$ 103,200.00				\$ 103,200.00	\$ -
22	Vehicle Replacements	STA FY22 / CMAQ	\$ 287,076.00					\$ 287,076.00
23	Bike Lockers	ART 3	\$ 30,181.00					\$ 30,181.00
24	Engine Overhauls	SGR	\$ 35,000.00					\$ 35,000.00
25	Shop Equipment	SGR	\$ 15,000.00					\$ 15,000.00
26	Facility Facelift Repairs	SGR	\$ 38,115.00					\$ 38,115.00
27	Shop Vehicle Replacement	SGR	\$ 39,000.00					\$ 39,000.00
28	Zero Emission Pilot	LCTOP	\$ 86,421.00				\$ 86,421.00	\$ -
29	Total Current Capital Funding		\$ 658,993.00		\$ -	\$ -	\$ 189,621.00	\$ 469,372.00

Prior Year Capital Funding - Capital			Grant Amt		Received	Prior FY	Received	Balance Due
30	29Palms CNG Station	LTF FY18	\$ 130,000.00					\$ 130,000.00
31	Add'l Bus Stop Improv	STA FY15 Realloc	\$ 235,153.00			\$ 219,914.73	\$ 10,304.05	\$ 4,934.22
32	AVL/GPS Equipment	STA FY17	\$ 6,000.00					\$ 6,000.00
33	AVL/GPS Equipment	STA FY19	\$ 85,000.00					\$ 85,000.00
34	Bus Stop Improvements	SGR FY21 / LCTOP	\$ 145,124.00			\$ 100,127.00	\$ 38,164.02	\$ 6,832.98
35	Bus Stop Improvements	STA FY19	\$ 70,000.00					\$ 70,000.00
36	Bus Wash System	STA FY20	\$ 67,950.00					\$ 67,950.00
37	Bus Wash System	STA FY21	\$ 7,500.00					\$ 7,500.00
38	Class H Replacement Vehicles	CMAQ	\$ 1,214,400.00					\$ 1,214,400.00
39	Cost Allocation Study	STA FY19	\$ 20,000.00			\$ 17,481.00		\$ 2,519.00
40	Disp & Maint Equip	STA FY21	\$ 10,000.00					\$ 10,000.00
41	Disp & Maint Equipment	STA FY17	\$ 10,000.00			\$ 7,334.07	\$ 2,665.50	\$ -
42	Disp & Maint Equipment	STA FY18	\$ 10,000.00			\$ 1,508.02	\$ 8,491.98	\$ -
43	Disp & Maint Equipment	STA FY19	\$ 10,000.00				\$ 7,067.19	\$ 2,932.81
44	Disp & Maint Equipment	STA FY20	\$ 10,000.00					\$ 10,000.00
45	Enclosed Bike Racks	ART 3	\$ 29,380.00					\$ 29,380.00
46	Engine Overhauls	LTF FY18	\$ 75,000.00			\$ 18,750.00		\$ 56,250.00
47	Engine Overhauls	SGR FY21	\$ 25,000.00			\$ 16,356.00	\$ 8,644.00	\$ -
48	Engine Overhauls	STA FY19	\$ 30,000.00			\$ 9,029.94	\$ 2,266.95	\$ 18,703.11
49	Engine Overhauls	STA FY20	\$ 25,000.00					\$ 25,000.00
50	Fare Media Structure	STA FY21	\$ 50,000.00					\$ 50,000.00
51	JT Facility Upgrade	STA/LTF FY16	\$ 6,163.00			\$ 2,548.00		\$ 3,615.00
52	Landscape & Lighting	STA FY11 Realloc.	\$ 15,000.00			\$ 13,777.00		\$ 1,223.00
53	REI Equipment	LTF FY15 Realloc	\$ 5,000.00			\$ 4,240.00		\$ 760.00
54	Shop Equipment	STA FY20	\$ 25,000.00			\$ 23,926.95	\$ 1,073.05	\$ -
55	Short Range Transit Plan	STA FY19	\$ 107,000.00			\$ 87,770.12		\$ 19,229.88
56	Twentynine Palms Land	LTF FY18	\$ 90,000.00			\$ 6,706.95		\$ 83,293.05
57	Vehicles: 1 Class E	STA FY19	\$ 68,368.00				\$ 215.26	\$ 68,152.74
58	Vehicles: 5 Replacements	CMAQ / STA	\$ 1,025,275.00			\$ 647,556.32	\$ 1,809.00	\$ 375,909.68
59	Video Surveillance	LTF FY18	\$ 20,000.00					\$ 20,000.00
60	Total Prior Capital Funding		\$1,636,186.00		\$0.00	\$856,984.37	\$80,701.00	\$1,998,868.27

FY 21/22 Procurement Budget		Grant Amt	Sent	Received	Sent	Received	Balance Due
61	Procurement Bid Income	\$ 275,000.00		\$ 24,849.90		\$ 125,404.14	\$ 149,595.86
62	Procurement Bid Expenses	\$ (135,000.00)	\$ 12,053.90		\$ 88,766.06		\$ (46,233.94)
63	TAG Program	\$ (50,000.00)			\$ 59,715.00		\$ 9,715.00
64	Total Procurement Budget	\$ 90,000.00	\$ 12,053.90	\$ 24,849.90	\$ 148,481.06	\$ 125,404.14	\$ (23,076.92)

FY 21/22 TREP Budget		Grant Amt	Sent	Received	Sent	Received	Balance Due
65	5310 TREP Revenue	<i>Balance</i> \$ 96,037.97		\$ -		\$ 36,682.93	\$ 59,355.04
66	Program Administrator	\$ (7,405.00)	\$ 423.30		\$ 2,097.23		\$ (5,307.77)
67	Client Relations Clerk	\$ (34,663.00)	\$ 4,111.80		\$ 17,817.80		\$ (16,845.20)
68	Mileage Reimbursements	\$ (75,600.00)	\$ 3,056.25		\$ 18,117.83		\$ (57,482.17)
69	Total TREP Funding	\$ (21,630.03)	\$ 7,591.35	\$ -	\$ 38,032.86	\$ 36,682.93	\$ 58,005.11



**MORONGO BASIN TRANSIT AUTHORITY**  
**Statement of Expenditures - Cash Basis**  
**During Fiscal Year ending 06/30/22**  
**For Period Ending 11/30/21**

Line	Administrative Exp.	FY 21/22 Budget	NOV		Year to Date		Year to Date Variance	%
			Budget	Actual	Budget	Actual		
1	Mgmt. Salaries	\$ 120,082.00	\$ 9,237.08	\$ 9,246.40	46,185.38	\$ 44,087.86	2,097.52	5%
2	Office Salaries	\$ 170,125.00	\$ 13,086.54	10,353.10	65,432.69	52,224.86	13,207.83	20%
3	Board Members	\$ 6,300.00	\$ 525.00	700.00	2,625.00	2,000.00	625.00	24%
4	Payroll Taxes	\$ 7,888.00	\$ 606.77	465.02	3,033.85	2,250.63	783.22	26%
5	Health & Welfare	\$ 78,780.00	\$ 6,565.00	5,265.64	32,825.00	29,078.97	3,746.03	11%
6	Retirement:PERS	\$ 50,215.00	\$ 3,862.69	3,726.73	19,313.46	19,373.42	(59.96)	0%
7	Mileage	\$ 5,000.00	\$ 416.67	128.80	2,083.33	914.48	1,168.85	56%
8	Outside Services	\$ 45,640.00	\$ 3,803.33	1,325.40	19,016.67	10,480.31	8,536.36	45%
9	Prof. Fees	\$ 58,796.00	\$ 4,899.67	4,078.28	24,498.33	22,426.68	2,071.65	8%
10	Leases/Rents	\$ 5,712.00	\$ 476.00	186.40	2,380.00	-146.49	2,526.49	106%
11	Utilities	\$ 105,078.00	\$ 8,756.50	10,348.60	43,782.50	51,082.71	(7,300.21)	-17%
12	Marketing/Promotions	\$ 40,493.00	\$ 3,374.42	1,922.58	16,872.08	14,957.67	1,914.41	11%
13	Office Supplies	\$ 16,882.00	\$ 1,406.83	200.75	7,034.17	4,527.73	2,506.44	36%
14	Postage	\$ 2,400.00	\$ 200.00	138.35	1,000.00	575.29	424.71	42%
15	Printing/Reproduction	\$ 12,071.00	\$ 1,005.92	448.18	5,029.58	3,857.61	1,171.97	23%
16	Training/Meetings	\$ 14,831.00	\$ 1,235.92	-1,496.04	6,179.58	3,513.44	2,666.14	43%
17	Interest Exp.	\$ 2,000.00	\$ 166.67	0.00	\$ 833.33	0.00	\$ 833.33	100%
18	<b>Total Administrative</b>	<b>\$ 742,293.00</b>	<b>\$ 59,624.99</b>	<b>\$ 47,038.19</b>	<b>\$ 298,124.97</b>	<b>\$ 261,205.17</b>	<b>\$ 36,919.80</b>	<b>12%</b>
<b>Maintenance Expense</b>								
19	Mechanic Salaries	\$ 161,375.00	\$ 12,413.46	11,827.53	62,067.31	\$ 58,156.01	3,911.30	6%
20	Misc. Work/Salaries	\$ 58,810.00	\$ 4,523.85	2,467.68	22,619.23	21,517.99	1,101.24	5%
21	Payroll Taxes	\$ 3,730.00	\$ 286.92	201.29	1,434.62	1,263.74	170.88	12%
22	Health & Welfare	\$ 29,364.00	\$ 2,447.00	1,042.21	12,235.00	6,582.00	5,653.00	46%
23	Retirement:PERS	\$ 17,651.00	\$ 1,357.77	1,005.90	6,788.85	4,678.00	2,110.85	31%
24	Uniforms	\$ 2,500.00	\$ 208.33	152.20	1,041.67	910.71	130.96	13%
25	Outside Services	\$ 49,187.00	\$ 4,098.92	835.00	20,494.58	12,219.64	8,274.94	40%
26	Parts	\$ 56,329.00	\$ 4,694.08	3,482.92	23,470.42	14,142.92	9,327.50	40%
27	Fluids	\$ 15,259.00	\$ 1,271.58	193.49	6,357.92	3,266.71	3,091.21	49%
28	Tires	\$ 55,000.00	\$ 4,583.33	3,767.06	22,916.67	26,600.95	(3,684.28)	-16%
29	Accident Repair	\$ 26,369.00	\$ 2,197.42	654.30	10,987.08	6,110.61	4,876.47	44%
30	Tools	\$ 2,206.00	\$ 183.83	0.00	919.17	250.00	669.17	73%
31	Consulting	\$ 2,606.00	\$ 217.17	0.00	1,085.83	0.00	1,085.83	100%
32	Shop Supplies	\$ 4,000.00	\$ 333.33	0.00	1,666.67	263.24	1,403.43	84%
33	Facility Supplies	\$ 25,054.00	\$ 2,087.83	236.26	10,439.17	2,178.62	8,260.55	79%
34	Training/Meetings	\$ 6,174.00	\$ 514.50	0.00	2,572.50	0.00	2,572.50	100%
35	Shelter Maintenance	\$ 2,784.00	\$ 232.00	0.00	1,160.00	0.00	1,160.00	100%
36	CNG Stations Maint.	\$ 115,874.00	\$ 9,656.17	3,795.13	\$ 48,280.83	35,768.61	12,512.22	26%
37	<b>Total Maintenance</b>	<b>\$ 634,272.00</b>	<b>\$ 51,307.50</b>	<b>\$ 29,660.97</b>	<b>\$ 256,537.50</b>	<b>\$ 193,909.75</b>	<b>\$ 62,627.75</b>	<b>24%</b>
<b>Operations Expense</b>								
38	Mgmt/Supv Salaries	\$ 159,333.00	\$ 12,256.38	14,286.78	61,281.92	\$ 60,576.16	705.76	1%
39	Operator Wages	\$ 928,353.00	\$ 71,411.77	70,850.89	357,058.85	355,710.65	1,348.20	0%
40	Dispatch Wages	\$ 176,952.00	\$ 13,611.69	13,859.33	68,058.46	65,764.71	2,293.75	3%
41	Payroll Taxes	\$ 30,351.00	\$ 2,334.69	138.50	11,673.46	6,093.67	5,579.79	48%
42	Health & Welfare	\$ 444,904.00	\$ 37,075.33	28,983.71	185,376.67	148,071.99	37,304.68	20%
43	Retirement:PERS	\$ 229,799.00	\$ 17,676.85	16,759.04	88,384.23	163,072.71	(74,688.48)	-85%
44	Safety Incentive Program	\$ 8,800.00	\$ 733.33	3,800.00	3,666.67	3,800.00	(133.33)	-4%
45	Workers'Comp	\$ 350,000.00	\$ 29,166.67	27,775.00	145,833.33	138,800.00	7,033.33	5%
46	Other Employee Exp.	\$ 19,988.00	\$ 1,665.67	1,713.08	8,328.33	7,928.08	400.25	5%
47	Mileage	\$ 1,850.00	\$ 154.17	0.00	770.83	197.34	573.49	74%
48	Uniforms	\$ 11,152.00	\$ 929.33	92.01	4,646.67	5,397.10	(750.43)	-16%
49	Outside Services	\$ 16,635.00	\$ 1,386.25	0.00	6,931.25	9,352.71	(2,421.46)	-35%
50	Tel/Cell/Internet/Fax	\$ 32,638.00	\$ 2,719.83	2,090.86	13,599.17	10,636.09	2,963.08	22%
51	Radio Expense	\$ 11,000.00	\$ 916.67	0.00	4,583.33	16,714.85	(12,131.52)	-265%
52	Fuel	\$ 192,506.00	\$ 16,042.17	15,037.91	80,210.83	69,552.14	10,658.69	13%
53	Trainings/Meetings	\$ 4,400.00	\$ 366.67	0.00	1,833.33	1,162.78	670.55	37%
54	Insurance	\$ 360,933.00	\$ 30,077.75	5,212.50	150,388.75	165,017.32	(14,628.57)	-10%
55	Deferred Comp Match	\$ 33,660.00	\$ 2,589.23	2,729.24	\$ 14,025.00	13,346.20	678.80	5%
56	<b>Total Operations</b>	<b>\$ 3,013,254.00</b>	<b>\$ 241,114.45</b>	<b>\$ 203,328.85</b>	<b>\$ 1,206,651.09</b>	<b>\$ 1,241,194.50</b>	<b>\$ (34,543.41)</b>	<b>-3%</b>
57	<b>Grand Total of Op Exp</b>	<b>\$ 4,389,819.00</b>	<b>\$ 352,046.94</b>	<b>\$ 280,028.01</b>	<b>\$ 1,761,313.56</b>	<b>\$ 1,696,309.42</b>	<b>\$ 65,004.14</b>	<b>4%</b>

**MORONGO BASIN TRANSIT AUTHORITY**  
Statement of Income  
11/30/21

Other Revenue			NOV		YTD Bdgt	YTD Actual		
1	Interest	\$ 152.00	12.67	5.38	63.33	\$ 1,498.53	\$ 1,435.20	2266%
2	Other Revenue	\$ 3,000.00	250.00	361.45	1,250.00	1,243.06	\$ (6.94)	-1%
3	CNG Fuel	\$ 17,487.00	1,457.25	6,648.89	7,286.25	21,162.08	\$ 13,875.83	100%
4	Gain on Sale of Assets	\$ -	0.00	0.00	0.00	0.00	-	0%
5	Total Other Revenue	\$ 20,639.00	\$ 1,719.92	\$ 7,015.72	\$ 8,599.58	\$ 23,903.67	\$ 15,304.09	178%

Passenger Fares			NOV		YTD Bdgt	YTD Actual		
6	Fixed Route	\$ 128,000.00	10,666.67	10,990.34	53,333.33	64,980.84	\$ 11,647.51	22%
7	Ready Ride	\$ 40,000.00	3,333.33	941.30	16,666.67	27,048.36	\$ 10,381.69	62%
8	Palm Spr./Palm Des.	\$ 18,000.00	1,500.00	4,544.51	7,500.00	22,183.84	\$ 14,683.84	196%
9	Office Passes	\$ 14,000.00	1,166.67	483.75	5,833.33	12,529.25	6,695.92	115%
10	Total Fare Revenue	\$ 200,000.00	\$ 16,666.67	\$ 16,959.90	\$ 83,333.33	\$ 126,742.29	\$ 43,408.96	52%

Current Support Funding - Operations			Received	Prior FY	Received	Balance Due
11	Local Transit Funds	\$ 3,834,010.00			\$ 1,917,005.00	\$ 1,917,005.00
12	Section 5311 Operating Asst	\$ 437,331.00				\$ 437,331.00
13	Measure I	\$ 140,500.00	\$ 14,008.89		\$ 67,210.27	\$ 73,289.73
14	AB 2766	\$ 40,000.00	\$ 40,000.00		\$ 40,000.00	\$ -
15	Total Sup. Fund.Ops	\$4,451,841.00	\$ 54,008.89		\$ 2,024,215.27	\$ 2,427,625.73
16	Total Operating Revenues	\$ 4,672,480.00	\$ 77,984.51		\$ 2,174,861.23	\$ 2,486,338.77

Prior Year Support Funding - Operations			Grant Amt	Received	Prior FY	Received	Balance Due
17	Section 5311 Operating Asst FY20	\$ 421,203.00				\$ 421,203.00	\$ -
18	Section 5311 Operating Asst FY21	\$ 437,331.00					\$ 437,331.00
19	Total Prior Year Operating Revenues	\$ 858,534.00	\$ -	\$ -	\$ -	\$ 421,203.00	\$ 437,331.00

Current Year Capital Funding - Capital			Grant Amt	Received	Prior FY	Received	Balance Due
20	Operations Support Equip	STA FY22	\$ 25,000.00				\$ 25,000.00
21	Cashless Fare System (TT)	STA FY22	\$ 103,200.00			\$ 103,200.00	\$ -
22	Vehicle Replacements	STA FY22 / CMAQ	\$ 287,076.00				\$ 287,076.00
23	Bike Lockers	ART 3	\$ 30,181.00				\$ 30,181.00
24	Engine Overhauls	SGR	\$ 35,000.00				\$ 35,000.00
25	Shop Equipment	SGR	\$ 15,000.00				\$ 15,000.00
26	Facility Facelift Repairs	SGR	\$ 38,115.00				\$ 38,115.00
27	Shop Vehicle Replacement	SGR	\$ 39,000.00				\$ 39,000.00
28	Zero Emission Pilot	LCTOP	\$ 86,421.00			\$ 86,421.00	\$ -
29	Total Current Capital Funding		\$ 658,993.00	\$ -	\$ -	\$ 189,621.00	\$ 469,372.00

Prior Year Capital Funding - Capital			Grant Amt	Received	Prior FY	Received	Balance Due
30	29Palms CNG Station	LTF FY18	\$ 130,000.00				\$ 130,000.00
31	Add'l Bus Stop Improv	STA FY15 Realloc	\$ 235,153.00		\$ 219,914.73	\$ 10,304.05	\$ 4,934.22
32	AVL/GPS Equipment	STA FY17	\$ 6,000.00				\$ 6,000.00
33	AVL/GPS Equipment	STA FY19	\$ 85,000.00				\$ 85,000.00
34	Bus Stop Improvements	SGR FY21 / LCTOP	\$ 145,124.00		\$ 100,127.00	\$ 38,164.02	\$ 6,832.98
35	Bus Stop Improvements	STA FY19	\$ 70,000.00				\$ 70,000.00
36	Bus Wash System	STA FY20	\$ 67,950.00				\$ 67,950.00
37	Bus Wash System	STA FY21	\$ 7,500.00				\$ 7,500.00
38	Class H Replacement Vehicles	CMAQ	\$ 1,214,400.00				\$ 1,214,400.00
39	Cost Allocation Study	STA FY19	\$ 20,000.00		\$ 17,481.00		\$ 2,519.00
40	Disp & Maint Equip	STA FY21	\$ 10,000.00				\$ 10,000.00
41	Disp & Maint Equipment	STA FY17	\$ 10,000.00		\$ 7,334.07	\$ 2,665.50	\$ -
42	Disp & Maint Equipment	STA FY18	\$ 10,000.00		\$ 1,508.02	\$ 8,491.98	\$ -
43	Disp & Maint Equipment	STA FY19	\$ 10,000.00			\$ 7,067.19	\$ 2,932.81
44	Disp & Maint Equipment	STA FY20	\$ 10,000.00				\$ 10,000.00
45	Enclosed Bike Racks	ART 3	\$ 29,380.00				\$ 29,380.00
46	Engine Overhauls	LTF FY18	\$ 75,000.00		\$ 18,750.00		\$ 56,250.00
47	Engine Overhauls	SGR FY21	\$ 25,000.00		\$ 16,356.00	\$ 8,644.00	\$ -
48	Engine Overhauls	STA FY19	\$ 30,000.00		\$ 9,029.94	\$ 2,266.95	\$ 18,703.11
49	Engine Overhauls	STA FY20	\$ 25,000.00				\$ 25,000.00
50	Fare Media Structure	STA FY21	\$ 50,000.00				\$ 50,000.00
51	JT Facility Upgrade	STA/LTF FY16	\$ 6,163.00		\$ 2,548.00		\$ 3,615.00
52	Landscape & Lighting	STA FY11 Realloc	\$ 15,000.00		\$ 13,777.00		\$ 1,223.00
53	REI Equipment	LTF FY15 Realloc	\$ 5,000.00		\$ 4,240.00		\$ 760.00
54	Shop Equipment	STA FY20	\$ 25,000.00		\$ 23,926.95	\$ 1,073.05	\$ -
55	Short Range Transit Plan	STA FY19	\$ 107,000.00		\$ 87,770.12		\$ 19,229.88
56	Twenty-nine Palms Land	LTF FY18	\$ 90,000.00		\$ 6,706.95		\$ 83,293.05
57	Vehicles: 1 Class E	STA FY19	\$ 68,368.00			\$ 215.26	\$ 68,152.74
58	Vehicles: 5 Replacements	CMAQ / STA	\$ 1,025,275.00		\$ 647,556.32	\$ 1,809.00	\$ 375,909.68
59	Video Surveillance	LTF FY18	\$ 20,000.00				\$ 20,000.00
60	Total Prior Capital Funding		\$1,636,186.00	\$0.00	\$856,984.37	\$80,701.00	\$1,998,868.27

FY 21/22 Procurement Budget		NOV		Year to Date		Balance Due
	Grant Amt	Sent	Received	Sent	Received	
61	Procurement Bid Income	\$ 275,000.00	\$ 25.99		\$ 73,125.94	\$ 201,874.06
62	Procurement Bid Expenses	\$ (135,000.00)	\$ 9,680.24	\$ 68,996.72		\$ (66,003.28)
63	TAG Program	\$ (50,000.00)		\$ 59,715.00		\$ 9,715.00
64	Total Procurement Budget	\$ 90,000.00	\$ 9,680.24	\$ 25.99	\$ 128,711.72	\$ 73,125.94

FY 21/22 TREP Budget		Grant Amt	Sent	Received	Sent	Received	Balance Due
65	5310 TREP Revenue	Balance	\$ 96,037.97	\$ 17,928.95		\$ 36,682.93	\$ 59,355.04
66	Program Administrator		\$ (7,405.00)	\$ 253.98	\$ 1,673.93		\$ (5,731.07)
67	Client Relations Clerk		\$ (34,663.00)	\$ 2,741.20	\$ 13,706.00		\$ (20,957.00)
68	Mileage Reimbursements		\$ (75,600.00)	\$ 3,681.80	\$ 15,061.58		\$ (60,538.42)
69	Total TREP Funding		\$ (21,630.03)	\$ 6,676.98	\$ 17,928.95	\$ 30,441.51	\$ 36,682.93

**MORONGO BASIN TRANSIT AUTHORITY**  
**Statement of Expenditures - Cash Basis**  
**During Fiscal Year ending 06/30/22**  
**For Period Ending 10/31/21**

Line	Administrative Exp.	FY 21/22 Budget	OCT		Year to Date		Year to Date Variance	%
			Budget	Actual	Budget	Actual		
1	Mgmt. Salaries	\$ 120,082.00	\$ 9,237.08	\$ 9,252.40	\$ 36,948.31	\$ 34,847.46	\$ 2,100.85	6%
2	Office Salaries	\$ 170,125.00	\$ 13,086.54	12,993.21	52,346.15	45,567.28	6,778.87	13%
3	Board Members	\$ 6,300.00	\$ 525.00	700.00	2,100.00	1,300.00	800.00	38%
4	Payroll Taxes	\$ 7,888.00	\$ 606.77	433.49	2,427.08	1,785.61	641.47	26%
5	Health & Welfare	\$ 78,780.00	\$ 6,565.00	6,387.84	26,260.00	23,813.33	2,446.67	9%
6	Retirement: PERS	\$ 50,215.00	\$ 3,862.69	3,895.60	15,450.77	15,646.69	(195.92)	-1%
7	Mileage	\$ 5,000.00	\$ 416.67	159.60	1,666.67	785.68	880.99	53%
8	Outside Services	\$ 45,640.00	\$ 3,803.33	2,016.14	15,213.33	9,154.91	6,058.42	40%
9	Prof. Fees	\$ 58,796.00	\$ 4,899.67	271.20	19,598.67	18,348.40	1,250.27	6%
10	Leases/Rents	\$ 5,712.00	\$ 476.00	-840.47	1,904.00	-332.89	2,236.89	117%
11	Utilities	\$ 105,078.00	\$ 8,756.50	12,016.51	35,026.00	40,734.11	(5,708.11)	-16%
12	Marketing/Promotions	\$ 40,493.00	\$ 3,374.42	2,325.60	13,497.67	13,035.09	462.58	3%
13	Office Supplies	\$ 16,882.00	\$ 1,406.83	1,993.20	5,627.33	4,326.98	1,300.35	23%
14	Postage	\$ 2,400.00	\$ 200.00	127.33	800.00	436.94	363.06	45%
15	Printing/Reproduction	\$ 12,071.00	\$ 1,005.92	121.00	4,023.67	3,409.43	614.24	15%
16	Training/Meetings	\$ 14,831.00	\$ 1,235.92	1,028.85	4,943.67	5,009.48	(65.81)	-1%
17	Interest Exp.	\$ 2,000.00	\$ 166.67	0.00	\$ 666.67	0.00	666.67	100%
18	<b>Total Administrative</b>	<b>\$ 742,293.00</b>	<b>\$ 59,624.99</b>	<b>\$ 52,881.50</b>	<b>\$ 238,499.97</b>	<b>\$ 217,868.50</b>	<b>\$ 20,631.47</b>	<b>9%</b>
<b>Maintenance Expense</b>								
19	Mechanic Salaries	\$ 161,375.00	\$ 12,413.46	11,198.86	49,653.85	\$ 46,328.48	3,325.37	7%
20	Misc. Work/Salaries	\$ 58,810.00	\$ 4,523.85	3,965.32	18,095.38	19,050.31	(954.93)	-5%
21	Payroll Taxes	\$ 3,730.00	\$ 286.92	291.29	1,147.69	1,062.45	85.24	7%
22	Health & Welfare	\$ 29,364.00	\$ 2,447.00	2,260.54	9,788.00	5,539.79	4,248.21	43%
23	Retirement: PERS	\$ 17,651.00	\$ 1,357.77	922.99	5,431.08	3,672.10	1,758.98	32%
24	Uniforms	\$ 2,500.00	\$ 208.33	152.20	833.33	758.51	74.82	9%
25	Outside Services	\$ 49,187.00	\$ 4,098.92	1,196.57	16,395.67	11,384.64	5,011.03	31%
26	Parts	\$ 56,329.00	\$ 4,694.08	2,854.04	18,776.33	10,660.00	8,116.33	43%
27	Fluids	\$ 15,259.00	\$ 1,271.58	1,258.04	5,086.33	3,073.22	2,013.11	40%
28	Tires	\$ 55,000.00	\$ 4,583.33	3,409.65	18,333.33	22,833.89	(4,500.56)	-25%
29	Accident Repair	\$ 26,369.00	\$ 2,197.42	5,456.31	8,789.67	5,456.31	3,333.36	38%
30	Tools	\$ 2,206.00	\$ 183.83	0.00	735.33	250.00	485.33	66%
31	Consulting	\$ 2,606.00	\$ 217.17	0.00	868.67	0.00	868.67	100%
32	Shop Supplies	\$ 4,000.00	\$ 333.33	41.96	1,333.33	263.24	1,070.09	80%
33	Facility Supplies	\$ 25,054.00	\$ 2,087.83	528.69	8,351.33	1,942.36	6,408.97	77%
34	Training/Meetings	\$ 6,174.00	\$ 514.50	0.00	2,058.00	0.00	2,058.00	100%
35	Shelter Maintenance	\$ 2,784.00	\$ 232.00	0.00	928.00	0.00	928.00	100%
36	CNG Stations Maint.	\$ 115,874.00	\$ 9,656.17	3,662.00	\$ 38,624.67	31,973.48	6,651.19	17%
37	<b>Total Maintenance</b>	<b>\$ 634,272.00</b>	<b>\$ 51,307.50</b>	<b>\$ 37,198.46</b>	<b>\$ 205,230.00</b>	<b>\$ 164,248.78</b>	<b>\$ 40,981.22</b>	<b>20%</b>
<b>Operations Expense</b>								
38	Mgmt/Supv Salaries	\$ 159,333.00	\$ 12,256.38	12,118.80	49,025.54	\$ 46,289.38	2,736.16	6%
39	Operator Wages	\$ 928,353.00	\$ 71,411.77	70,385.11	285,647.08	284,859.76	787.32	0%
40	Dispatch Wages	\$ 176,952.00	\$ 13,611.69	13,641.21	54,446.77	51,905.38	2,541.39	5%
41	Payroll Taxes	\$ 30,351.00	\$ 2,334.69	1,667.27	9,338.77	5,955.17	3,383.60	36%
42	Health & Welfare	\$ 444,904.00	\$ 37,075.33	29,427.48	148,301.33	119,088.28	29,213.05	20%
43	Retirement: PERS	\$ 229,799.00	\$ 17,676.85	16,406.05	70,707.38	146,313.67	(75,606.29)	-107%
44	Safety Incentive Program	\$ 8,800.00	\$ 733.33	0.00	2,933.33	0.00	2,933.33	100%
45	Workers' Comp	\$ 350,000.00	\$ 29,166.67	27,775.00	116,666.67	111,105.00	5,561.67	5%
46	Other Employee Exp.	\$ 19,988.00	\$ 1,665.67	1,600.95	6,662.67	6,215.00	447.67	7%
47	Mileage	\$ 1,850.00	\$ 154.17	0.00	616.67	197.34	419.33	68%
48	Uniforms	\$ 11,152.00	\$ 929.33	4,670.29	3,717.33	5,305.09	(1,587.76)	-43%
49	Outside Services	\$ 16,635.00	\$ 1,386.25	8,577.63	5,545.00	9,352.71	(3,807.71)	-69%
50	Tel/Cell/Internet/Fax	\$ 32,638.00	\$ 2,719.83	2,483.56	10,879.33	8,545.23	2,334.10	21%
51	Radio Expense	\$ 11,000.00	\$ 916.67	0.00	3,666.67	16,714.85	(13,048.18)	-356%
52	Fuel	\$ 192,506.00	\$ 16,042.17	14,166.00	64,168.67	54,514.23	9,654.44	15%
53	Trainings/Meetings	\$ 4,400.00	\$ 366.67	-552.15	1,466.67	1,162.78	303.89	21%
54	Insurance	\$ 360,933.00	\$ 30,077.75	69,692.85	120,311.00	159,804.82	(39,493.82)	-33%
55	Deferred Comp Match	\$ 33,660.00	\$ 2,589.23	2,729.24	\$ 11,220.00	10,616.96	603.04	5%
56	<b>Total Operations</b>	<b>\$ 3,013,254.00</b>	<b>\$ 241,114.45</b>	<b>\$ 274,789.29</b>	<b>\$ 965,320.87</b>	<b>\$ 1,037,945.65</b>	<b>\$ (72,624.78)</b>	<b>-8%</b>
57	<b>Grand Total of Op Exp</b>	<b>\$ 4,389,819.00</b>	<b>\$ 352,046.94</b>	<b>\$ 364,869.25</b>	<b>\$ 1,409,050.85</b>	<b>\$ 1,420,062.93</b>	<b>\$ (11,012.08)</b>	<b>-1%</b>

**MORONGO BASIN TRANSIT AUTHORITY**  
Statement of Income  
10/31/21

Other Revenue			OCT		YTD Bdgt	YTD Actual		
1	Interest	\$ 152.00	12.67	791.28	50.67	\$ 1,493.15	\$ 1,442.48	2847%
2	Other Revenue	\$ 3,000.00	250.00	0.00	1,000.00	881.61	\$ (118.39)	-12%
3	CNG Fuel	\$ 17,487.00	1,457.25	4,085.76	5,829.00	14,513.19	\$ 8,684.19	100%
4	Gain on Sale of Assets	\$ -	0.00	0.00	0.00	0.00	-	0%
5	Total Other Revenue	\$ 20,639.00	\$ 1,719.92	\$ 4,877.04	\$ 6,879.67	\$ 16,887.95	\$ 10,008.28	145%

Passenger Fares			OCT		YTD Bdgt	YTD Actual		
6	Fixed Route	\$ 128,000.00	10,666.67	18,375.55	42,666.67	53,990.50	\$ 11,323.83	27%
7	Ready Ride	\$ 40,000.00	3,333.33	17,315.37	13,333.33	26,107.06	\$ 12,773.73	96%
8	Palm Spr./Palm Des.	\$ 18,000.00	1,500.00	5,856.04	6,000.00	17,639.33	\$ 11,639.33	194%
9	Office Passes	\$ 14,000.00	1,166.67	9,233.00	4,666.67	12,045.50	\$ 7,378.83	158%
10	Total Fare Revenue	\$ 200,000.00	\$ 16,666.67	\$ 50,779.96	\$ 66,666.67	\$ 109,782.39	\$ 43,115.72	65%

Current Support Funding - Operations			Received	Prior FY	Received	Balance Due
11	Local Transit Funds	\$ 3,834,010.00	\$ 958,502.50		\$ 1,917,005.00	\$ 1,917,005.00
12	Section 5311 Operating Asst	\$ 437,331.00				\$ 437,331.00
13	Measure I	\$ 140,500.00	\$ 12,321.95		\$ 53,201.38	\$ 87,298.62
14	AB 2766	\$ 40,000.00				\$ 40,000.00
15	Total Sup. Fund.Ops	\$4,451,841.00	\$ 970,824.45		\$ 1,970,206.38	\$ 2,481,634.62
16	Total Operating Revenues	\$ 4,672,480.00	\$ 1,026,481.45		\$ 2,096,876.72	\$ 2,534,758.63

Prior Year Support Funding - Operations			Grant Amt	Received	Prior FY	Received	Balance Due
17	Section 5311 Operating Asst FY20	\$ 421,203.00				\$ 421,203.00	\$ -
18	Section 5311 Operating Asst FY21	\$ 437,331.00					\$ 437,331.00
19	Total Prior Year Operating Revenues	\$ 858,534.00	\$ -	\$ -	\$ -	\$ 421,203.00	\$ 437,331.00

Current Year Capital Funding - Capital			Grant Amt	Received	Prior FY	Received	Balance Due
20	Operations Support Equip	STA FY22	\$ 25,000.00				\$ 25,000.00
21	Cashless Fare System (TT)	STA FY22	\$ 103,200.00			\$ 103,200.00	\$ -
22	Vehicle Replacements	STA FY22 / CMAQ	\$ 287,076.00				\$ 287,076.00
23	Bike Lockers	ART 3	\$ 30,181.00				\$ 30,181.00
24	Engine Overhauls	SGR	\$ 35,000.00				\$ 35,000.00
25	Shop Equipment	SGR	\$ 15,000.00				\$ 15,000.00
26	Facility Facelift Repairs	SGR	\$ 38,115.00				\$ 38,115.00
27	Shop Vehicle Replacement	SGR	\$ 39,000.00				\$ 39,000.00
28	Zero Emission Pilot	LCTOP	\$ 86,421.00			\$ 86,421.00	\$ -
29	Total Current Capital Funding		\$ 658,993.00	\$ -	\$ -	\$ 189,621.00	\$ 469,372.00

Prior Year Capital Funding - Capital			Grant Amt	Received	Prior FY	Received	Balance Due
30	29Palms CNG Station	LTF FY18	\$ 130,000.00				\$ 130,000.00
31	Add'l Bus Stop Improv	STA FY15 Realloc	\$ 235,153.00		\$ 219,914.73	\$ 10,304.05	\$ 4,934.22
32	AVL/GPS Equipment	STA FY17	\$ 6,000.00				\$ 6,000.00
33	AVL/GPS Equipment	STA FY19	\$ 85,000.00				\$ 85,000.00
34	Bus Stop Improvements	SGR FY21 / LCTOP	\$ 145,124.00		\$ 100,127.00	\$ 38,164.02	\$ 6,832.98
35	Bus Stop Improvements	STA FY19	\$ 70,000.00				\$ 70,000.00
36	Bus Wash System	STA FY20	\$ 67,950.00				\$ 67,950.00
37	Bus Wash System	STA FY21	\$ 7,500.00				\$ 7,500.00
38	Class H Replacement Vehicles	CMAQ	\$ 1,214,400.00				\$ 1,214,400.00
39	Cost Allocation Study	STA FY19	\$ 20,000.00		\$ 17,481.00		\$ 2,519.00
40	Disp & Maint Equip	STA FY21	\$ 10,000.00				\$ 10,000.00
41	Disp & Maint Equipment	STA FY17	\$ 10,000.00		\$ 7,334.07	\$ 2,665.50	\$ -
42	Disp & Maint Equipment	STA FY18	\$ 10,000.00		\$ 1,508.02	\$ 8,491.98	\$ -
43	Disp & Maint Equipment	STA FY19	\$ 10,000.00			\$ 7,067.19	\$ 2,932.81
44	Disp & Maint Equipment	STA FY20	\$ 10,000.00				\$ 10,000.00
45	Enclosed Bike Racks	ART 3	\$ 29,380.00				\$ 29,380.00
46	Engine Overhauls	LTF FY18	\$ 75,000.00		\$ 18,750.00		\$ 56,250.00
47	Engine Overhauls	SGR FY21	\$ 25,000.00		\$ 16,356.00	\$ 8,644.00	\$ -
48	Engine Overhauls	STA FY19	\$ 30,000.00		\$ 9,029.94	\$ 2,266.95	\$ 18,703.11
49	Engine Overhauls	STA FY20	\$ 25,000.00				\$ 25,000.00
50	Fare Media Structure	STA FY21	\$ 50,000.00				\$ 50,000.00
51	JT Facility Upgrade	STA/LTF FY16	\$ 6,163.00		\$ 2,548.00		\$ 3,615.00
52	Landscape & Lighting	STA FY11 Realloc	\$ 15,000.00		\$ 13,777.00		\$ 1,223.00
53	REI Equipment	LTF FY15 Realloc	\$ 5,000.00		\$ 4,240.00		\$ 760.00
54	Shop Equipment	STA FY20	\$ 25,000.00		\$ 23,926.95	\$ 1,073.05	\$ -
55	Short Range Transit Plan	STA FY19	\$ 107,000.00		\$ 87,770.12		\$ 19,229.88
56	Twenty-nine Palms Land	LTF FY18	\$ 90,000.00		\$ 6,706.95		\$ 83,293.05
57	Vehicles: 1 Class E	STA FY19	\$ 68,368.00			\$ 215.26	\$ 68,152.74
58	Vehicles: 5 Replacements	CMAQ / STA	\$ 1,025,275.00		\$ 647,556.32	\$ 1,809.00	\$ 375,909.68
59	Video Surveillance	LTF FY18	\$ 20,000.00				\$ 20,000.00
60	Total Prior Capital Funding		\$1,636,186.00	\$0.00	\$856,984.37	\$80,701.00	\$1,998,868.27

FY 21/22 Procurement Budget		OCT		Year to Date		Balance Due
	Grant Amt	Sent	Received	Sent	Received	
61	Procurement Bid Income	\$ 275,000.00	\$ 1,439.16		\$ 73,099.95	\$ 201,900.05
62	Procurement Bid Expenses	\$ (135,000.00)	\$ 7,859.20	\$ 68,996.72		\$ (66,003.28)
63	TAG Program	\$ (50,000.00)	\$ 59,715.00	\$ 59,715.00		\$ 9,715.00
64	Total Procurement Budget	\$ 90,000.00	\$ 67,574.20	\$ 128,711.72	\$ 73,099.95	\$ (55,611.77)

FY 21/22 TREP Budget		Grant Amt	Sent	Received	Sent	Received	Balance Due
65	5310 TREP Revenue	Balance	\$ 96,037.97			\$ 18,753.98	\$ 77,283.99
66	Program Administrator		\$ (7,405.00)	\$ 954.32	\$ 1,419.95		\$ (5,985.05)
67	Client Relations Clerk		\$ (34,663.00)	\$ 2,741.20	\$ 10,964.80		\$ (23,698.20)
68	Mileage Reimbursements		\$ (75,600.00)	\$ 2,835.06	\$ 11,379.78		\$ (64,220.22)
69	Total TREP Funding		\$ (21,630.03)	\$ 6,530.58	\$ 23,764.53	\$ 18,753.98	\$ 72,273.44

MORONGO BASIN TRANSIT AUTHORITY  
TAXI ADMINISTRATION  
**Statement of Expenditures**  
During Fiscal Year ending 6/30/22  
For Period ending 12/31/21

Line		FY 21/22	MONTH	DEC	Year to Date		Year to Date	
		Budget	Budget	Actual	Budget	Actual	Variance	%
	<b>Administrative Exp.</b>							
1	Legal Expenses	0.00	0.00	0.00	0.00	0.00	\$ -	0%
2	Insurance	3,000.00	250.00	250.00	1,500.00	1,250.00	\$ (250.00)	-17%
3	Taxicab Administrator	2,496.00	208.00	442.47	1,248.00	1,253.91	\$ 5.91	0%
4	Office Clerk	2,500.00	208.33	57.30	1,250.00	591.93	\$ (658.07)	-53%
5	Drug & Alcohol Testing	500.00	41.67	96.50	250.00	96.50	\$ (153.50)	-61%
6	Background Checks	200.00	16.67	64.00	100.00	192.00	\$ 92.00	92%
7	Printing/Office/Meters	250.00	20.83	31.00	125.00	203.00	\$ 78.00	62%
8	Rent & Utilities	2,400.00	200.00	200.00	1,200.00	1,000.00	\$ (200.00)	-17%
9	<b>Total Administrative Exp.</b>	<b>\$ 11,346.00</b>	<b>\$ 945.50</b>	<b>\$ 1,141.27</b>	<b>\$ 5,673.00</b>	<b>\$ 4,587.34</b>	<b>\$ (1,085.66)</b>	<b>-19%</b>

MORONGO BASIN TRANSIT AUTHORITY  
TAXI ADMINISTRATION  
**Statement of Income**

Line		FY 21/22	MONTH	DEC	Year to Date		Variance	%
		Budget	Budget	Actual	Budget	Actual		
	<b>REVENUE</b>							
10	Driver Permit Fees	500.00	41.67	100.00	250.00	100.00	\$ (150.00)	-60%
12	Vehicles Permit Fees	6,000.00	500.00	900.00	3,000.00	1,900.00	\$ (1,100.00)	-37%
13	Driver Renewal Fees	480.00	40.00	0.00	240.00	0.00	\$ (240.00)	-100%
14	Transfer Fees	0.00	0.00	0.00	0.00	0.00	\$ -	100%
15	Fines	100.00	8.33	0.00	50.00	0.00	\$ (50.00)	-100%
16	<b>TOTAL REVENUE</b>	<b>\$ 7,080.00</b>	<b>\$ 590.00</b>	<b>\$ 1,000.00</b>	<b>\$ 3,540.00</b>	<b>\$ 2,000.00</b>	<b>\$ (1,540.00)</b>	<b>-44%</b>

\$ (2,587.34)

MORONGO BASIN TRANSIT AUTHORITY  
TAXI ADMINISTRATION  
**Statement of Expenditures**  
During Fiscal Year ending 6/30/22  
For Period ending 11/30/21

Line		FY 21/22	MONTH	NOV	Year to Date		Year to Date	
		Budget	Budget	Actual	Budget	Actual	Variance	%
	<b>Administrative Exp.</b>							
1	Legal Expenses	0.00	0.00	0.00	0.00	0.00	\$ -	0%
2	Insurance	3,000.00	250.00	250.00	1,250.00	1,000.00	\$ (250.00)	-20%
3	Taxicab Administrator	2,496.00	208.00	252.84	1,040.00	811.44	\$ (228.56)	-22%
4	Office Clerk	2,500.00	208.33	85.95	1,041.67	534.63	\$ (507.04)	-49%
5	Drug & Alcohol Testing	500.00	41.67	0.00	208.33	0.00	\$ (208.33)	-100%
6	Background Checks	200.00	16.67	64.00	83.33	128.00	\$ 44.67	54%
7	Printing/Office/Meters	250.00	20.83	31.00	104.17	172.00	\$ 67.83	65%
8	Rent & Utilities	2,400.00	200.00	200.00	1,000.00	800.00	\$ (200.00)	-20%
9	<b>Total Administrative Exp.</b>	<b>\$ 11,346.00</b>	<b>\$ 945.50</b>	<b>\$ 883.79</b>	<b>\$ 4,727.50</b>	<b>\$ 3,446.07</b>	<b>\$ (1,281.43)</b>	<b>-27%</b>

MORONGO BASIN TRANSIT AUTHORITY  
TAXI ADMINISTRATION  
**Statement of Income**

Line		FY 21/22	MONTH	NOV	Year to Date		Variance	%
		Budget	Budget	Actual	Budget	Actual		
	<b>REVENUE</b>							
10	Driver Permit Fees	500.00	41.67	0.00	208.33	0.00	\$ (208.33)	-100%
12	Vehicles Permit Fees	6,000.00	500.00	0.00	2,500.00	1,000.00	\$ (1,500.00)	-60%
13	Driver Renewal Fees	480.00	40.00	0.00	200.00	0.00	\$ (200.00)	-100%
14	Transfer Fees	0.00	0.00	0.00	0.00	0.00	\$ -	100%
15	Fines	100.00	8.33	0.00	41.67	0.00	\$ (41.67)	-100%
16	<b>TOTAL REVENUE</b>	<b>\$ 7,080.00</b>	<b>\$ 590.00</b>	<b>\$ -</b>	<b>\$ 2,950.00</b>	<b>\$ 1,000.00</b>	<b>\$ (1,950.00)</b>	<b>-66%</b>

\$ (2,446.07)



MORONGO BASIN TRANSIT AUTHORITY  
TAXI ADMINISTRATION  
**Statement of Expenditures**  
During Fiscal Year ending 6/30/22  
For Period ending 10/31/21

Line		FY 21/22	MONTH	OCT	Year to Date		Year to Date	
		Budget	Budget	Actual	Budget	Actual	Variance	%
	<b>Administrative Exp.</b>							
1	Legal Expenses	0.00	0.00	0.00	0.00	0.00	\$ -	0%
2	Insurance	3,000.00	250.00	0.00	750.00	750.00	\$ -	0%
3	Taxicab Administrator	2,496.00	208.00	0.00	624.00	558.60	\$ (65.40)	-10%
4	Office Clerk	2,500.00	208.33	0.00	625.00	448.68	\$ (176.32)	-28%
5	Drug & Alcohol Testing	500.00	41.67	0.00	125.00	0.00	\$ (125.00)	-100%
6	Background Checks	200.00	16.67	0.00	50.00	64.00	\$ 14.00	28%
7	Printing/Office/Meters	250.00	20.83	31.00	62.50	141.00	\$ 78.50	126%
8	Rent & Utilities	2,400.00	200.00	0.00	600.00	600.00	\$ -	0%
9	<b>Total Administrative Exp.</b>	<b>\$ 11,346.00</b>	<b>\$ 945.50</b>	<b>\$ 31.00</b>	<b>\$ 2,836.50</b>	<b>\$ 2,562.28</b>	<b>\$ (274.22)</b>	<b>-10%</b>

MORONGO BASIN TRANSIT AUTHORITY  
TAXI ADMINISTRATION  
**Statement of Income**

Line		FY 21/22	MONTH	OCT	Year to Date		Variance	%
		Budget	Budget	Actual	Budget	Actual		
	<b>REVENUE</b>							
10	Driver Permit Fees	500.00	41.67	0.00	125.00	0.00	\$ (125.00)	-100%
12	Vehicles Permit Fees	6,000.00	500.00	0.00	1,500.00	1,000.00	\$ (500.00)	-33%
13	Driver Renewal Fees	480.00	40.00	0.00	120.00	0.00	\$ (120.00)	-100%
14	Transfer Fees	0.00	0.00	0.00	0.00	0.00	\$ -	100%
15	Fines	100.00	8.33	0.00	25.00	0.00	\$ (25.00)	-100%
16	<b>TOTAL REVENUE</b>	<b>\$ 7,080.00</b>	<b>\$ 590.00</b>	<b>\$ -</b>	<b>\$ 1,770.00</b>	<b>\$ 1,000.00</b>	<b>\$ (770.00)</b>	<b>-44%</b>

\$ (1,562.28)

MORONGO BASIN TRANSIT AUTHORITY

TO: Board of Directors  
FROM: Cheri Holsclaw, Interim General Manager  
DATE: January 19, 2022  
  
RE: General Manager's Report

**STAFF RECOMMENDATION: RECEIVE AND DISCUSS AS NECESSARY**

**ITEM 5.6**



## Interim General Manager's Report

January 20, 2022

### CAPITAL PROJECTS

- ✓ Awarded Installation of Bike Lockers to TSR Construction in the amount of \$13,020. Ship date of bike lockers is estimated to be February 4<sup>th</sup>. Construction should begin shortly thereafter.
- ✓ Initiated a bus stop project at El Paseo & Mesquite Springs in Twentynine Palms.
- ✓ Charles Abbott & Associates is working on bid specs to combine three projects that have been pending into one project. These projects include the bus stop improvement at Adobe & Raymond, the parking lot resurface at the MBTA facility, as well as resurfacing the roadway that leads from the facility to Highway 62.
- ✓ Replaced the HVAC equipment for the lounge in the amount of \$14,250 in order to fix the heating and cooling.

### MARKETING & OUTREACH

- ✓ Arranged for additional "Now Hiring" ads through radio and newspapers and added a flyer on our Facebook page.
- ✓ Finalized details and marketing for the Transit Equity Day to be held on February 4<sup>th</sup> throughout San Bernardino County.



### EMPLOYEES

- ✓ Attended two training webinars on personnel matters.
- ✓ Our insurance carrier, CalTIP, had an orientation class where I was taught about risk control and more details regarding our liability insurance and vehicle physical damage insurance.

### SERVICE UPDATES

- ✓ We collected and donated 46 items during Can-A-Ride held on November 25, 2021.
- ✓ Continued improvements to our new cashless fare system, Token Transit.





## PROCUREMENT ACTIVITIES

- ✓ Since the last board meeting, assignments were made to the following agencies to purchase buses off MBTA's contracts: City of Redondo Beach, Redwood Coast, City of Glendora, Merced County (2 orders), Monterey Salinas Transit, San Diego Association of Governments (3 orders), City of Pleasanton, Tulare County, Merced County, Eastern Contra Costa Transit, Los Angeles Access Services and Sacramento Regional Transit.
- ✓ Buy America was completed and contracts awarded as authorized by the Board to most of the dealers and manufacturers from MBTA RFP-20-01. These are only for the Gasoline and CNG buses. CalTrans has reviewed and issued letters of approval to MBTA making RFP 20-01 eligible for Federal Transit Administration funding.
- ✓ The electric bus portion of the RFP releases on Friday 1/21/2022. Proposals are due at the end of March. As the task of evaluating and awarding towards these buses is expected to be very complicated and considerable, staff does not expect to bring successful awards until Fall of this year at earliest.





## Interim General Manager's Report

December 23, 2021

### CAPITAL PROJECTS

- ✓ Frank Luckino & Dan Mintz were kind enough to take me on a tour of Project Phoenix.
- ✓ A visit was made to view our future land acquisition in 29 Palms.
- ✓ Worked with Charles Abbott & Associates to install bike lockers at the transit centers.
- ✓ Met with Clean Energy to discuss an amended maintenance agreement to include Renewable Natural Gas (RNG). This will be a low-effort way of bringing in additional funds to MBTA so I've scheduled a brief presentation for our January board meeting.

### MARKETING & OUTREACH

- ✓ Arranged for our newest Gillig bus to be in the Festival of Lights Parade on Dec 11<sup>th</sup>, the first time in many years and it was very well received by our staff and the community. Our driver, Lydia, as well as another employee and his family all dressed up as elves to ride along. The Town of Yucca Valley reached out because they didn't get into the parade so I agreed to let any council members ride on the bus to join and Jeff Drozd walked along our bus passing out candy! We plan to join in both parades next year.
- ✓ Met with Selena at Transit Marketing to discuss rebranding. We used Transit Marketing last time we updated our logo.
- ✓ We are Planning a Community Outreach day. Discussions with Heather Menninger of AMMA, SBCTA's outreach consultant, are scheduled for January 6<sup>th</sup> to discuss how they can help make this successful. AMMA conducted the unmet needs hearings for us in the past. Since we no longer do the unmet needs hearings, I am considering a "Town Hall Meeting" type of event at both of our Transit Centers to give MBTA staff and the Board Members a chance to be involved in community outreach while making it easy for those that use the system by going to them.
- ✓ Arrangements are being made with Desert Beacon to do a "Stuff A Bus" next year.
- ✓ Updated and renewed our Advertising Agreement with Hi-Desert Publishing for 2022.





## EMPLOYEES

- ✓ Hired a new Office Clerk for the front office.
- ✓ Drivers are out on the road all day and miss the daily ongoing at their workplace so I started an Employee Newsletter that I plan to get out quarterly to keep them involved.
- ✓ We are still looking to fulfill more driver positions, as well as a Safety & Training Supervisor. Our radio ads will change after the first of the year from “Happy Holidays” to “Now Hiring”.
- ✓ Gave every employee the \$50 end-of-year recognition the Board approved, along with a cookie platter and thank you card thanking them for all that they do for MBTA.
- ✓ We had 1 employee that has been with MBTA for 15 years, 1 employee that has been with us for 10 years and 3 employees that have been with us for 5 years. We awarded them all with a certificate and gift; an inexpensive program I started last year.
- ✓ The Operations Manager & I attended a class on Drug & Alcohol Reporting. This annual report will be due March 15<sup>th</sup>.



## SERVICE UPDATES

- ✓ Participated with SBCTA’s Multimodal Interconnectivity Working Group and met with them and SBCTA to discuss fare capping and free fares for Transit Equity Day on February 4<sup>th</sup>.
- ✓ The Transportation Security Administration (TSA) extended the face mask requirement for all public transportation through March 18, 2022.
- ✓ Began working on a way to streamline “No Shows.” These are rides booked, but not taken, on our Ready Ride Services which impact our productivity.



## Recognitions

Congratulations to Don Catlett for Employee of the 3<sup>rd</sup> Quarter!



Next time you see any of these colleagues, please congratulate them for their years of service at MBTA:

- **Renee Payne** for 15 years!
- **Paula Baldwin** for 10 years!
- **Kath Christensen** for 5 years!
- **Kristen Koher** for 5 years!
- **Bill Starck** for 5 years!

## Welcome to the Team!

Please give a kind welcome to our newest drivers, Joseph Gadalla & Jerrold Henderson. Also to our newest Dispatcher Vicki Jerman & our new front office clerk Amanda Knobloch.

## Friendly Message

**Please be kind.**

Times are stressful to everyone right now, especially during the holidays, so please be kind. The little things like helping your fellow driver load wheelchairs or radio announcing code 44 to let the driver behind you know to be prepared for a wheelchair loading at their next stop can go a long way to making someone's day a little brighter.

## What's New

Cheri Holsclaw was named Interim General Manager of the MBTA by the Board on November 9, 2021. She hopes to be named the permanent General Manager shortly.

Be on the lookout for the Board-approved \$50 year-end bonus to recognize you for all your hard work throughout the year!

### Job Opportunities

We are actively looking for more coach operators. We understand how busy you all must feel and we will continue to be on the lookout.

We are also actively looking for a new Safety & Training Supervisor. If this job could be for you, please submit a letter of interest to Matt.

### Holidays

Festival of Lights Parade is scheduled to take place Saturday, December 11<sup>th</sup>. If you go, be sure to give a big cheer for Lydia since she'll be driving our decked-out bus. The Route is Deer Trail west to Inca Trail.

December 25, 2021 and January 1, 2022 are the upcoming holidays.

## What's Upcoming

We are looking into "rebranding" MBTA. Stay tuned to provide input on how you can be a part of this!

The Transportation Security Administration (TSA) extended the face mask requirement for all public transportation through **March 18, 2022**.



We ordered two new buses but there was a delay due to the ongoing microchip and parts shortage so we could be looking at another 6-9 months before we lay eyes on them.

There is a Free Fare Day being tentatively scheduled for February 4<sup>th</sup>.

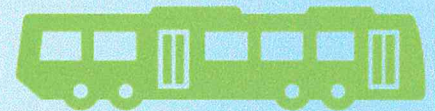


**– SPREAD THE WORD –  
IT'S TRANSIT EQUITY DAY!**

**Everyone rides free  
on February 4th**



**Every bus  
Every train**



**Everywhere  
in San Bernardino County**



**TRANSIT  
EQUITY DAY**

FOR CIVIL RIGHTS AND  
A HEALTHY PLANET

#TransitEquityDay



**METROLINK**



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San Bernardino County  
Transportation Authority



MORONGO BASIN TRANSIT AUTHORITY

TO: Cheri Holsclaw, Interim General Manager  
FROM: Matthew Atkins, Operations Manager  
DATE: January 19, 2022  
  
RE: Operations Report

**STAFF RECOMMENDATION: RECEIVE AND DISCUSS AS NECESSARY**



January 19, 2022

## Operations Report

### PERSONNEL

#### Staffing

Total Coach Operators – October – 24, November – 26, December - 26

Total Dispatchers – October – 3, November – 3, December - 4

#### Overtime

Operators – October – 8.46%, November – 5.26%, December – 4.02%

Dispatchers – October – 24.76%, November – 26.91%, December – 14.82%

(Coverage for staffing shortage)

### OPERATIONS/ SAFETY/ CUSTOMER SERVICE

On time performance for the reporting period:

Ready Ride – October – 99.2%, November – 98.1%, December – 97.9%

Fixed Route – October – 92.5%, November – 93.3%, December – 93.3%

Staff received 5 total customer contacts for October, November and December. These contacts were recorded as 2 complaints about drivers, 1 compliment about a driver and 2 complaints about the temporary service schedule. The complaints have been addressed with driver/customer follow up and the compliment was shared with the driver.

As of December 31, 2021, staff completed 135 days free of any preventable accidents and /or injuries.

### EMPLOYEE TRAINING/RECRUITMENT

Operations staff identified two individuals to fill open driver positions. Classroom training is scheduled to start on January 31<sup>st</sup>. One is fully licensed and the other will start off with their class B permit. Ongoing recruitment and training efforts will continue until all coach operator positions have been filled.

## **MAINTENANCE**

The following is the maintenance mileage, road call and cost per mile information for October through December.

October - 1 road calls and 0 tow

Mileage – 54,686 with a CPM (cost per mile) of \$0.68

November - 1 road calls and 0 tow

Mileage – 54,361 with a CPM (cost per mile) of \$0.54

December - 1 road calls and 0 tow

Mileage – 60,709 with a CPM (cost per mile) of \$0.64

## **TAXI**

New Driver Permits – October - 0, November – 1, December - 0

Permit Renewals – October - 0, November – 0, December - 0

Denied Applications – October - 0, November – 0, December - 0

Cab Companies – October - 3, November – 3, December - 3

Registered Cabs – October - 6, November – 6, December - 6

Registered Drivers - October - 6, November – 7, December - 7

MORONGO BASIN TRANSIT AUTHORITY

TO: Board of Directors  
FROM: Cheri Holslcaw, Interim General Manager  
DATE: January 19, 2022  
  
RE: Audited Financial Report Fiscal Year Ended June 30, 2021

The Board is presented with MBTA's Annual Financial Report for Fiscal Year ending June 30, 2021.

Eide Bailly, LLP, the independent auditors engaged by San Bernardino County Transportation Authority (SBCTA), completed the agencies 2020/21 TDA financial audit and single audit.

There were revisions made to Transportation Development Act Article 4 Section 6634 which led to \$232,040 gross receipts being erroneously included in the Eligibility for Funds calculation which resulted in a material audit adjustment. There were no other findings or recommendations identified in the report.

**STAFF RECOMMENDATION: RECEIVE AND FILE**

MORONGO BASIN TRANSIT AUTHORITY

TO: Board of Directors  
FROM: Cheri Holsclaw, Interim General Manager  
DATE: January 19, 2022  
  
RE: LCTOP Zero Emission Vehicle

Staff requests the Board to adopt Resolution 22-01, the Authorized Agent and the Certification & Assurances allowing the MBTA to apply for the remaining of LCTOP funds needed to purchase a Zero Emission Vehicle.

**Project Name:** Zero Emission Vehicle  
**Amount of FY22 LCTOP funds request:** \$24,060  
**Total Amount of LCTOP funds for this project:** \$246.850  
**Short description of project:** To purchase one (1) 9-passenger battery-electric shuttle to replace one existing CNG vehicle for our paratransit service.

**STAFF RECOMMENDATION: ADOPT RESOLUTION 22-01, AUTHORIZED AGENT AND CERTIFICATION AND ASSURANCES**

**RESOLUTION # 22-01**

**AUTHORIZATION FOR THE EXECUTION OF THE  
CERTIFICATIONS AND ASSURANCES AND AUTHORIZED AGENT FORMS  
FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP):  
ZERO EMISSION VEHICLE \$246,850**

**WHEREAS**, the Morongo Basin Transit Authority is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

**WHEREAS**, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

**WHEREAS**, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

**WHEREAS**, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

**WHEREAS**, the Morongo Basin Transit Authority wishes to delegate authorization to execute these documents and any amendments thereto to Mark Goodale, General Manager.

**WHEREAS**, the Morongo Basin Transit Authority wishes to implement the following LCTOP project(s) listed above,

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Morongo Basin Transit Authority that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances and the Authorized Agent documents and applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

**NOW THEREFORE, BE IT FURTHER RESOLVED** that Mark Goodale, General Manager be authorized to execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Morongo Basin Transit Authority that it hereby authorizes the submittal of the following project nomination(s) and allocation request(s) to the Department in FY20-2021 LCTOP funds:

**List project(s), including the following information:**

**Project Name:** ZERO EMISSION VEHICLE

**Amount of FY22 LCTOP funds requested:** \$24,060

**Total Amount of LCTOP funds for this project:** \$246,850

**Short description of project:** To purchase one (1) 9-passenger battery-electric shuttle to replace one existing CNG vehicle for our paratransit service.

**PASSED AND ADOPTED** by the Board of Directors of the Morongo Basin Transit Authority in San Bernardino County, State of California, on this 27<sup>th</sup> day of January, 2022.

---

Chair of the Board



**FY 2021-2022 LCTOP  
Authorized Agent**

**AS THE Chair**

\_\_\_\_\_  
(Chief Executive Officer/Director/President/Secretary)

**OF THE Morongo Basin Transit Authority**

\_\_\_\_\_  
(Name of County/City/Transit Organization)

I hereby authorize the following individual(s) to execute for and on behalf of the named Regional Entity/Transit Operator, any actions necessary for the purpose of obtaining Low Carbon Transit Operations Program (LCTOP) funds provided by the California Department of Transportation, Division of Rail and Mass Transportation. I understand that if there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself. I understand the Board must provide a resolution approving the Authorized Agent. The Board Resolution appointing the Authorized Agent is attached.

Cheri Holsclaw, General Manager

\_\_\_\_\_  
(Name and Title of Authorized Agent)

OR

\_\_\_\_\_  
(Name and Title of Authorized Agent)

OR

\_\_\_\_\_  
(Name and Title of Authorized Agent)

OR

\_\_\_\_\_  
(Name and Title of Authorized Agent)

OR

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

Approved this 27 day of January, 2022



## FY 2021-2022 LCTOP Certifications and Assurances

**Lead Agency:** Morongo Basin Transit Authority

**Project Title:** Zero Emission Vehicle

**Prepared by:** Cheri Holsclaw, Interim General Manager

The California Department of Transportation (Caltrans) has adopted the following Certifications and Assurances for the Low Carbon Transit Operations Program (LCTOP). As a condition of the receipt of LCTOP funds, Lead Agency must comply with these terms and conditions.

### A. General

1. The Lead Agency agrees to abide by the current LCTOP Guidelines and applicable legal requirements.
2. The Lead Agency must submit to Caltrans a signed Authorized Agent form designating the representative who can submit documents on behalf of the project sponsor and a copy of the board resolution appointing the Authorized Agent.

### B. Project Administration

1. The Lead Agency certifies that required environmental documentation is complete before requesting an allocation of LCTOP funds. The Lead Agency assures that projects approved for LCTOP funding comply with Public Resources Code § 21100 and § 21150.
2. The Lead Agency certifies that a dedicated bank account for LCTOP funds only will be established within 30 days of receipt of LCTOP funds.
3. The Lead Agency certifies that when LCTOP funds are used for a transit capital project, that the project will be completed and remain in operation for its useful life.
4. The Lead Agency certifies that it has the legal, financial, and technical capacity to carry out the project, including the safety and security aspects of that project.
5. The Lead Agency certifies that they will notify Caltrans of pending litigation, dispute, or negative audit findings related to the project, before receiving an allocation of funds.
6. The Lead Agency must maintain satisfactory continuing control over the use of project equipment and facilities and will adequately maintain project equipment and facilities for the useful life of the project.
7. Any interest the Lead Agency earns on LCTOP funds must be used only on approved LCTOP projects.
8. The Lead Agency must notify Caltrans of any changes to the approved project with a Corrective Action Plan (CAP).





## **FY 2021-2022 LCTOP**

9. Under extraordinary circumstances, a Lead Agency may terminate a project prior to completion. In the event the Lead Agency terminates a project prior to completion, the Lead Agency must (1) contact Caltrans in writing and follow-up with a phone call verifying receipt of such notice; (2) pursuant to verification, submit a final report indicating the reason for the termination and demonstrating the expended funds were used on the intended purpose; (3) submit a request to reassign the funds to a new project within 180 days of termination.

### **C. Reporting**

1. **The Lead Agency must submit the following LCTOP reports:**
  - a. **Annual Project Activity Reports October 28<sup>th</sup> each year.**
  - b. **A Close Out Report within six months of project completion.**
  - c. **The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of LCTOP funds. A copy of the audit report must be submitted to Caltrans within six months of the close of the year (December 31) each year in which LCTOP funds have been received or expended.**
  - d. **Project Outcome Reporting as defined by CARB Funding Guidelines.**
  - e. **Jobs Reporting as defined by CARB Funding Guidelines.**
2. **Other Reporting Requirements:** CARB develops and revises Funding Guidelines that will include reporting requirements for all State agencies that receive appropriations from the Greenhouse Gas Reduction Fund. Caltrans and project sponsors will need to submit reporting information in accordance with CARB's Funding Guidelines, including reporting on greenhouse gas reductions and benefits to disadvantaged communities.

### **D. Cost Principles**

1. The Lead Agency agrees to comply with Title 2 of the Code of Federal Regulations 225 (2 CFR 225), Cost Principles for State and Local Government, and 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
2. The Lead Agency agrees, and will assure that its contractors and subcontractors will be obligated to agree, that:
  - a. Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allow ability of individual project cost items and
  - b. Those parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving LCTOP funds as a contractor or sub-contractor shall comply with



## FY 2021-2022 LCTOP

Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

3. Any project cost for which the Lead Agency has received funds that are determined by subsequent audit to be unallowable under 2 CFR 225, 48 CFR, Chapter 1, Part 31 or 2 CFR, Part 200, are subject to repayment by the Lead Agency to the State of California (State). All projects must reduce greenhouse gas emissions, as required under Public Resources Code section 75230, and any project that fails to reduce greenhouse gases shall also have its project costs subject to repayment by the Lead Agency to the State. Should the Lead Agency fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the Lead Agency from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

### A. Record Retention

1. The Lead Agency agrees and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the Lead Agency, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP) and enable the determination of incurred costs at interim points of completion. All accounting records and other supporting papers of the Lead Agency, its contractors and subcontractors connected with LCTOP funding shall be maintained for a minimum of three (3) years after the "Project Closeout" report or final Phase 2 report is submitted (per ARB Funding Guidelines, Vol. 3, page 3.A-16), and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the Lead Agency, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the Lead Agency pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the Lead Agency's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.
2. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the Lead Agency's contracts with third parties pursuant to Government Code § 8546.7, the project sponsor, its contractors and subcontractors and the State shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times



## FY 2021-2022 LCTOP

during the entire project period and for three (3) years from the date of final payment.

The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a project for audits, examinations, excerpts, and transactions, and the Lead Agency shall furnish copies thereof if requested.

3. The Lead Agency, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

### F. Special Situations

Caltrans may perform an audit and/or request detailed project information of the project sponsor's LCTOP funded projects at Caltrans' discretion at any time prior to the completion of the LCTOP.

I certify all of these conditions will be met.

Cheri Holsclaw

*(Print Authorized Agent)*

General Manager

*(Title)*

*(Signature)*

*(Date)*

## Lead Agency Information

<b>Lead Agency Name:</b>	Morongo Basin Transit Authority		
<b>Address:</b>	62405 Verbena Road		
<b>City, State, Zip Code:</b>	Joshua Tree, CA 92252		
<b>County:</b>	San Bernardino County		
<b>Regional Entity:</b>	San Bernardino County Transportation Authority		
<b>Title VI Attached:</b>	Yes	<b>Title VI Approval Date:</b>	01/21/20

Allocation Request Prepared by	
<b>Name:</b>	Cheri Holsclaw
<b>Title:</b>	Interim General Manager
<b>Phone #:</b>	760-366-2986
<b>E-mail:</b>	cheri@mbtabus.com

Contact (if different than "Prepared by")	
<b>Name:</b>	
<b>Title:</b>	
<b>Phone #:</b>	
<b>E-mail:</b>	

Authorized Agent	
<b>Name:</b>	Cheri Holsclaw
<b>Title:</b>	Interim General Manager
<b>Phone #:</b>	760-366-2986
<b>E-mail:</b>	cheri@mbtabus.com

Legislative District Numbers						
<b>Assembly*:</b>	42					
<b>Senate*:</b>	16					
<b>Congressional*:</b>	8					

\*if you have additional Districts, please provide a separate attachment

## Project Summary

<b>Name:</b> <i>No more than 180 characters.</i>	Zero Emission Vehicle		
<b>Description (Short):</b> <i>No more than 375 characters.</i>	Purchase one (1) 9-passenger battery-electric shuttle to replace one existing CNG vehicle for our paratransit service.		
<b>Type:</b>	Capital		
<b>Sub-Type</b>	Purchase of replacement zero-emission vehicle(s) (may include equipment/infrastructure)		

<b>Total Years of Rollover:</b>	2	<b>Remaining Years of Rollover:</b>	0
<b>Start date (anticipated) :</b>	7/1/2022	<b>End date (anticipated) :</b>	06/30/2025

Please provide specific area information for the project in the Lat-Long tab.

**Project Life:** For capital projects, state the project useful life in years. For operation projects state the number of months a service will be funded.

<b>Capital:</b>	5		<b>Operations:</b>	
<b>Funding:</b>	99313:	\$24,060	99314:	Total: \$24,060
<b>Approved LONP:</b>			<b>LONP Approval date:</b>	

LCTOP FY 2021-2022  
Allocation Request

### Funding Information

<i>LCTOP Allocation Year</i>	Prior	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	Total
<b>PUC 99313 Amount:</b>	\$199,757	\$24,060					\$223,817
<b>PUC 99314 Amount:</b>	\$23,033	\$0					\$23,033
<b>Total LCTOP Funds:</b>	<b>\$222,790</b>	<b>\$24,060</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$246,850</b>
<b>Other GGRF:</b>							\$0
<b>Other Funds:</b>							\$0
<b>Total Project Cost:</b>	<b>\$222,790</b>	<b>\$24,060</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$246,850</b>

<b>Lead Agency:</b>	Morongo Basin Transit Authority	<b>Amount:</b>	<b>PUC Funds Type:</b>
<b>Contact Person:</b>	Cheri Holscaw		99313
<b>Contact Phone #:</b>	760-366-2986		99314
<b>Contact E-mail:</b>	cheri@mbtabus.com		

<b>Contributing Sponsor:</b>	San Bernardino County Transportation Authority	<b>Amount:</b>	<b>PUC Funds Type:</b>
<b>Contact Person:</b>	Nancy Strickert	\$24,060	99313
<b>Contact Phone #:</b>	909-884-8276		99314
<b>Contact E-mails:</b>	nstrickert@gosbcta.com		

<b>Contributing Sponsor:</b>		<b>Amount:</b>	<b>PUC Funds Type:</b>
<b>Contact Person:</b>			99313
<b>Contact Phone #:</b>			99314
<b>Contact E-mails:</b>			

<b>Contributing Sponsor:</b>		<b>Amount:</b>	<b>PUC Funds Type:</b>
<b>Contact Person:</b>			99313
<b>Contact Phone #:</b>			99314
<b>Contact E-mails:</b>			

<b>Contributing Sponsor:</b>		<b>Amount:</b>	<b>PUC Funds Type:</b>
<b>Contact Person:</b>			99313
<b>Contact Phone #:</b>			99314
<b>Contact E-mails:</b>			

<b>Total FY 21-22 LCTOP Funding</b>	<b>\$24,060</b>
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**Fully Funded Project:** Provide a description of all the funds that will be used to complete this project and how LCTOP funds will not supplant other funding sources. Include the project ID and awarded funding amount from prior rollover years.

This project will be completed using LCTOP funds over the next 3 years. LCTOP funds will not supplant other funding sources. This project will not be viable without LCTOP funds.

**Project Changes:** If this is a rollover project with an approved CAP that added funds into the project in a previous year, provide the CAP approval date, project ID, and amount transferred. The amount should be reflected in the 'Prior' column

This would be the last year of LCTOP funding for this project.

MORONGO BASIN TRANSIT AUTHORITY

TO: Board of Directors  
FROM: Cheri Holsclaw, Interim General Manager  
DATE: January 19, 2022  
  
RE: LCTOP Bus Stop Improvement

Staff requests the Board to adopt Resolution 22-02, the Authorized Agent and the Certification & Assurances allowing the MBTA to apply for LCTOP funds to construct a bus stop shelter at El Paseo Drive and Mesquite Road in Twentynine Palms.

The current stop area has a 22 ft dirt area that separates the paved sidewalk from the paved shoulder. Additional asphalt should be paved to accommodate bus parking and the appropriate path of travel be added to connect the bus parking to the existing paved sidewalk. This stop serves the 29 Palms High School and apartment complex at the corner.

**Project Name:** Bus Stop Improvement

**Amount of LCTOP funds request:** \$179,075

**Short description of project:** Bus Stop Improvement at El Paseo Drive and Mesquite Springs Road in Twentynine Palms, CA.

**STAFF RECOMMENDATION: ADOPT RESOLUTION 22-02, AUTHORIZED AGENT AND CERTIFICATION AND ASSURANCES**

**RESOLUTION # 22-02**

**AUTHORIZATION FOR THE EXECUTION OF THE  
CERTIFICATIONS AND ASSURANCES AND AUTHORIZED AGENT FORMS  
FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP):  
BUS STOP IMPROVEMENT \$179,075**

**WHEREAS**, the Morongo Basin Transit Authority is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

**WHEREAS**, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

**WHEREAS**, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

**WHEREAS**, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

**WHEREAS**, the Morongo Basin Transit Authority wishes to delegate authorization to execute these documents and any amendments thereto to Mark Goodale, General Manager.

**WHEREAS**, the Morongo Basin Transit Authority wishes to implement the following LCTOP project(s) listed above,

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Morongo Basin Transit Authority that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances and the Authorized Agent documents and applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

**NOW THEREFORE, BE IT FURTHER RESOLVED** that Mark Goodale, General Manager be authorized to execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Morongo Basin Transit Authority that it hereby authorizes the submittal of the following project nomination(s) and allocation request(s) to the Department in FY20-2021 LCTOP funds:

**List project(s), including the following information:**

**Project Name:** Bus Stop Improvement

**Amount of LCTOP funds request:** \$179,075

**Short description of project:** Bus Stop Improvement at El Paseo Drive and Mesquite Springs Road in Twentynine Palms, CA.

**PASSED AND ADOPTED** by the Board of Directors of the Morongo Basin Transit Authority in San Bernardino County, State of California, on this 27<sup>th</sup> day of January, 2022.

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Chair of the Board



**FY 2021-2022 LCTOP  
Authorized Agent**

**AS THE**

**Chair**

\_\_\_\_\_  
(Chief Executive Officer/Director/President/Secretary)

**OF THE**

**Morongo Basin Transit Authority**

\_\_\_\_\_  
(Name of County/City/Transit Organization)

I hereby authorize the following individual(s) to execute for and on behalf of the named Regional Entity/Transit Operator, any actions necessary for the purpose of obtaining Low Carbon Transit Operations Program (LCTOP) funds provided by the California Department of Transportation, Division of Rail and Mass Transportation. I understand that if there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself. I understand the Board must provide a resolution approving the Authorized Agent. The Board Resolution appointing the Authorized Agent is attached.

\_\_\_\_\_  
Cheri Holsclaw, General Manager

(Name and Title of Authorized Agent)

OR

\_\_\_\_\_  
(Name and Title of Authorized Agent)

OR

\_\_\_\_\_  
(Name and Title of Authorized Agent)

OR

\_\_\_\_\_  
(Name and Title of Authorized Agent)

OR

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

Approved this 27 day of January, 2022





## FY 2021-2022 LCTOP Certifications and Assurances

**Lead Agency:** Morongo Basin Transit Authority

**Project Title:** Bus Stop Improvement

**Prepared by:** Cheri Holsclaw, Interim General Manager

The California Department of Transportation (Caltrans) has adopted the following Certifications and Assurances for the Low Carbon Transit Operations Program (LCTOP). As a condition of the receipt of LCTOP funds, Lead Agency must comply with these terms and conditions.

### A. General

1. The Lead Agency agrees to abide by the current LCTOP Guidelines and applicable legal requirements.
2. The Lead Agency must submit to Caltrans a signed Authorized Agent form designating the representative who can submit documents on behalf of the project sponsor and a copy of the board resolution appointing the Authorized Agent.

### B. Project Administration

1. The Lead Agency certifies that required environmental documentation is complete before requesting an allocation of LCTOP funds. The Lead Agency assures that projects approved for LCTOP funding comply with Public Resources Code § 21100 and § 21150.
2. The Lead Agency certifies that a dedicated bank account for LCTOP funds only will be established within 30 days of receipt of LCTOP funds.
3. The Lead Agency certifies that when LCTOP funds are used for a transit capital project, that the project will be completed and remain in operation for its useful life.
4. The Lead Agency certifies that it has the legal, financial, and technical capacity to carry out the project, including the safety and security aspects of that project.
5. The Lead Agency certifies that they will notify Caltrans of pending litigation, dispute, or negative audit findings related to the project, before receiving an allocation of funds.
6. The Lead Agency must maintain satisfactory continuing control over the use of project equipment and facilities and will adequately maintain project equipment and facilities for the useful life of the project.
7. Any interest the Lead Agency earns on LCTOP funds must be used only on approved LCTOP projects.
8. The Lead Agency must notify Caltrans of any changes to the approved project with a Corrective Action Plan (CAP).



## **FY 2021-2022 LCTOP**

9. Under extraordinary circumstances, a Lead Agency may terminate a project prior to completion. In the event the Lead Agency terminates a project prior to completion, the Lead Agency must (1) contact Caltrans in writing and follow-up with a phone call verifying receipt of such notice; (2) pursuant to verification, submit a final report indicating the reason for the termination and demonstrating the expended funds were used on the intended purpose; (3) submit a request to reassign the funds to a new project within 180 days of termination.

### **C. Reporting**

1. **The Lead Agency must submit the following LCTOP reports:**
  - a. **Annual Project Activity Reports October 28<sup>th</sup> each year.**
  - b. **A Close Out Report within six months of project completion.**
  - c. **The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of LCTOP funds. A copy of the audit report must be submitted to Caltrans within six months of the close of the year (December 31) each year in which LCTOP funds have been received or expended.**
  - d. **Project Outcome Reporting as defined by CARB Funding Guidelines.**
  - e. **Jobs Reporting as defined by CARB Funding Guidelines.**
2. **Other Reporting Requirements:** CARB develops and revises Funding Guidelines that will include reporting requirements for all State agencies that receive appropriations from the Greenhouse Gas Reduction Fund. Caltrans and project sponsors will need to submit reporting information in accordance with CARB's Funding Guidelines, including reporting on greenhouse gas reductions and benefits to disadvantaged communities.

### **D. Cost Principles**

1. The Lead Agency agrees to comply with Title 2 of the Code of Federal Regulations 225 (2 CFR 225), Cost Principles for State and Local Government, and 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
2. The Lead Agency agrees, and will assure that its contractors and subcontractors will be obligated to agree, that:
  - a. Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allow ability of individual project cost items and
  - b. Those parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving LCTOP funds as a contractor or sub-contractor shall comply with



## FY 2021-2022 LCTOP

Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

3. Any project cost for which the Lead Agency has received funds that are determined by subsequent audit to be unallowable under 2 CFR 225, 48 CFR, Chapter 1, Part 31 or 2 CFR, Part 200, are subject to repayment by the Lead Agency to the State of California (State). All projects must reduce greenhouse gas emissions, as required under Public Resources Code section 75230, and any project that fails to reduce greenhouse gases shall also have its project costs submit to repayment by the Lead Agency to the State. Should the Lead Agency fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the Lead Agency from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

### A. Record Retention

1. The Lead Agency agrees and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the Lead Agency, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP) and enable the determination of incurred costs at interim points of completion. All accounting records and other supporting papers of the Lead Agency, its contractors and subcontractors connected with LCTOP funding shall be maintained for a minimum of three (3) years after the "Project Closeout" report or final Phase 2 report is submitted (per ARB Funding Guidelines, Vol. 3, page 3.A-16), and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the Lead Agency, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the Lead Agency pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the Lead Agency's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.
2. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the Lead Agency's contracts with third parties pursuant to Government Code § 8546.7, the project sponsor, its contractors and subcontractors and the State shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times



## FY 2021-2022 LCTOP

during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a project for audits, examinations, excerpts, and transactions, and the Lead Agency shall furnish copies thereof if requested.

3. The Lead Agency, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

### F. Special Situations

Caltrans may perform an audit and/or request detailed project information of the project sponsor's LCTOP funded projects at Caltrans' discretion at any time prior to the completion of the LCTOP.

I certify all of these conditions will be met.

Cheri Holsclaw

*(Print Authorized Agent)*

General Manager

*(Title)*

*(Signature)*

*(Date)*



## Lead Agency Information

<b>Lead Agency Name:</b>	Morongo Basin Transit Authority		
<b>Address:</b>	62405 Verbena Road		
<b>City, State, Zip Code:</b>	Joshua Tree, CA 92252		
<b>County:</b>	San Bernardino County		
<b>Regional Entity:</b>	San Bernardino County Transportation Authority		
<b>Title VI Attached:</b>	Yes	<b>Title VI Approval Date:</b>	01/21/20

Allocation Request Prepared by	
<b>Name:</b>	Cheri Holsclaw
<b>Title:</b>	Interim General Manager
<b>Phone #:</b>	760-366-2986
<b>E-mail:</b>	<a href="mailto:cheri@mbtabus.com">cheri@mbtabus.com</a>

Contact (if different than "Prepared by")	
<b>Name:</b>	
<b>Title:</b>	
<b>Phone #:</b>	
<b>E-mail:</b>	

Authorized Agent	
<b>Name:</b>	Cheri Holsclaw
<b>Title:</b>	Interim General Manager
<b>Phone #:</b>	760-366-2986
<b>E-mail:</b>	<a href="mailto:cheri@mbtabus.com">cheri@mbtabus.com</a>

Legislative District Numbers						
<b>Assembly*:</b>	42					
<b>Senate*:</b>	16					
<b>Congressional*:</b>	8					

\*if you have additional Districts, please provide a separate attachment

## Project Summary

<b>Name:</b> <i>No more than 180 characters.</i>	Bus Stop Improvement
<b>Description (Short):</b> <i>No more than 375 characters.</i>	Bus Stop Improvement at El Paseo Drive and Mesquite Springs Road in Twentynine Palms, CA.
<b>Type:</b>	Capital
<b>Sub-Type</b>	Purchase, construction, and/or installation of transit-related amenities or infrastructure to encourage increased transit ridership

<b>Total Years of Rollover:</b>	0	<b>Remaining Years of Rollover:</b>	0
<b>Start date (anticipated) :</b>	7/1/2022	<b>End date (anticipated) :</b>	06/30/2024

**Please provide specific area information for the project in the Lat-Long tab.**

**Project Life:** For capital projects, state the project useful life in years. For operation projects state the number of months a service will be funded.

<b>Capital:</b>	20		<b>Operations:</b>	
<b>Funding:</b>	<b>99313:</b>	\$161,967	<b>99314:</b>	\$17,108
<b>Approved LONP:</b>			<b>LONP Approval date:</b>	
			<b>Total:</b>	\$179,075

LCTOP FY 2021-2022  
Allocation Request

### Funding Information

<i>LCTOP Allocation Year</i>	<i>Prior</i>	<i>FY 21-22</i>	<i>FY 22-23</i>	<i>FY 23-24</i>	<i>FY 24-25</i>	<i>FY 25-26</i>	<i>Total</i>
PUC 99313 Amount:		\$161,967					\$161,967
PUC 99314 Amount:		\$17,108					\$17,108
Total LCTOP Funds:	\$0	\$179,075	\$0	\$0	\$0	\$0	\$179,075
Other GGRF:							\$0
Other Funds:							\$0
Total Project Cost:	\$0	\$179,075	\$0	\$0	\$0	\$0	\$179,075

Lead Agency:	Morongo Basin Transit Authority	Amount:	PUC Funds Type:
Contact Person:	Cheri Holslcaw		99313
Contact Phone #:	760-366-2986		99314
Contact E-mail:	cheri@mbtabus.com		

Contributing Sponsor:	San Bernardino County Transportation Authority	Amount:	PUC Funds Type:
Contact Person:	Nancy Strickert	\$161,967	99313
Contact Phone #:	909-884-8276	\$17,108	99314
Contact E-mails:	nstrickert@gosbcta.com		

Contributing Sponsor:		Amount:	PUC Funds Type:
Contact Person:			99313
Contact Phone #:			99314
Contact E-mails:			

Contributing Sponsor:		Amount:	PUC Funds Type:
Contact Person:			99313
Contact Phone #:			99314
Contact E-mails:			

Contributing Sponsor:		Amount:	PUC Funds Type:
Contact Person:			99313
Contact Phone #:			99314
Contact E-mails:			

<b>Total FY 21-22 LCTOP Funding</b>	<b>\$179,075</b>
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**Fully Funded Project:** Provide a description of all the funds that will be used to complete this project and how LCTOP funds will not supplant other funding sources. Include the project ID and awarded funding amount from prior rollover years.

This project will be completed using LCTOP funds over the next 3 years. LCTOP funds will not supplant other funding sources. This project will not be viable without LCTOP funds.

**Project Changes:** If this is a rollover project with an approved CAP that added funds into the project in a previous year, provide the CAP approval date, project ID, and amount transferred. The amount should be reflected in the 'Prior' column

This would be the last year of LCTOP funding for this project.



MORONGO BASIN TRANSIT AUTHORITY

TO: Board of Directors  
FROM: Cheri Holslcaw, Interim General Manager  
DATE: January 19, 2022  
  
RE: Resolution 22-03 to Authorize the General Manager to apply for 5310 Grant Funding for the Transportation Reimbursement Escort Program (TREP)

Resolution 22-03 would allow the General Manager to execute any documents, amendments and/or certifications and assurances necessary to apply for 5310 grant funding.

This specific 5310 grant request would be to fund our Transportation Reimbursement Escort Program (TREP) another 2 years. TREP is a mileage reimbursement transportation program designed to provide an incentive for volunteer drivers to assist eligible individuals who are unable to access public transportation or drive by providing necessary, escorted transportation.

We began this program on January 4, 2018 using original 5310 grant funding that allowed MBTA to provide an additional resource to help fill transportation gaps that exists in the Basin.

**STAFF RECOMMENDATION: ADOPT RESOLUTION 22-03**

**RESOLUTION # 22-03**

**AUTHORIZATION FOR THE EXECUTION OF THE  
CERTIFICATIONS AND ASSURANCES  
FOR THE SECTION 5310 PROGRAM**

RESOLUTION AUTHORIZING THE FEDERAL FUNDING UNDER FTA SECTION 5310 (49 U.S.C. SECTION 5310) WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION

**WHEREAS**, the U. S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support capital projects for non-urbanized public transportation systems under Section 5310 of the Federal Transit Act (**FTA C 9070.1G**); and

**WHEREAS**, the California Department of Transportation (Department) has been designated by the Governor of the State of California to administer Section 5310 grants for transportation projects for seniors and individuals with disabilities; and

**WHEREAS**, Morongo Basin Transit Authority desires to apply for said financial assistance to permit operation of paratransit service in Morongo Basin; and

**WHEREAS**, the Morongo Basin Transit Authority has, to the maximum extent feasible, coordinated with other transportation providers and users in the region (including social service agencies).

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** that the Morongo Basin Transit Authority does hereby authorize [Name/Title or Title or designated representative], to file and execute applications on behalf of Morongo Basin Transit Authority with the Department to aid in the financing of capital projects pursuant to Section 5310 of the Federal Transit Act (**FTA C 9070.1G**), as amended.

That the General Manager is authorized to execute and file all certification of assurances, contracts or agreements or any other document required by the Department.

That the General Manager is authorized to provide additional information as the Department may require in connection with the application for the Section 5310 projects.

That the General Manager is authorized to submit and approve request for reimbursement of funds from the Department for the Section 5310 project/s.

**PASSED AND ADOPTED** by the Board of Directors of the Morongo Basin Transit Authority in San Bernardino County, State of California, on this 27<sup>th</sup> day of January, 2021.

\_\_\_\_\_  
Chair of the Board



MORONGO BASIN TRANSIT AUTHORITY

TO: Board of Directors  
FROM: Cheri Holsclaw, Interim General Manager  
DATE: January 19, 2022  
  
RE: 2022 Board Calendar

The Board is asked to review the revised Calendar for 2022 and approve or modify as needed.

**STAFF RECOMMENDATION: APPROVE MBTA 2021 BOARD CALENDAR**

**MORONGO BASIN TRANSIT AUTHORITY  
BOARD OF DIRECTORS'  
SCHEDULE OF REGULAR MEETINGS OF 2022**

<b>January 27, 2022</b>	<b>5:00 PM</b>	<i>4th Thursday</i>	MORONGO BASIN TRANSIT AUTHORITY 62405 VERBENA ROAD JOSHUA TREE, CA 92252
<b>March 24, 2022</b>	<b>5:00 PM</b>	<i>4th Thursday</i>	MORONGO BASIN TRANSIT AUTHORITY 62405 VERBENA ROAD JOSHUA TREE, CA 92252
<b>May 26, 2022</b>	<b>5:00 PM</b>	<i>4th Thursday</i>	MORONGO BASIN TRANSIT AUTHORITY 62405 VERBENA ROAD JOSHUA TREE, CA 92252
<b>July 28, 2022</b>	<b>5:00 PM</b>	<i>4th Thursday</i>	MORONGO BASIN TRANSIT AUTHORITY 62405 VERBENA ROAD JOSHUA TREE, CA 92252
<b>September 22, 2022</b>	<b>5:00 PM</b>	<i>4th Thursday</i>	MORONGO BASIN TRANSIT AUTHORITY 62405 VERBENA ROAD JOSHUA TREE, CA 92252
<b>November 17, 2022</b>	<b>5:00 PM</b>	<i>3rd Thursday *</i>	MORONGO BASIN TRANSIT AUTHORITY 62405 VERBENA ROAD JOSHUA TREE, CA 92252

*\* The 4th Thursday in November is Thanksgiving; therefore each November meeting will be held on the 3rd Thursday.*

MORONGO BASIN TRANSIT AUTHORITY

TO: Board of Directors  
FROM: Cheri Holsclaw, Interim General Manager  
DATE: January 19, 2022  
  
RE: Election of Board Officers for Calendar Year 2022

Nominations and elections are to be conducted for the offices of Chair and Vice-Chair for Calendar Year 2022.

The secretary's position may be a Board Member, or the Board may re-appoint the General Manager to continue to be the Board Secretary and the Office Manager as Assistant Secretary.

Although not a bylaw requirement, the Chair and Vice-Chair positions have historically alternated between the elected representatives from Twentynine Palms and Yucca Valley. In 2021, the position of the Chair was held by a member from Twentynine Palms. If MBTA were to follow past precedent, an elected official from Yucca Valley would be the Chair and a representative from the Town of Yucca Valley, Vice Chair for the 2022 calendar year.

**STAFF RECOMMENDATION: ELECT CHAIR, VICE-CHAIRMAN AND SECRETARY WITH TERMS TO EXPIRE JANUARY 2023**

MORONGO BASIN TRANSIT AUTHORITY

TO: Board of Directors  
FROM: Cheri Holsclaw, Interim General Manager  
DATE: January 19, 2022  
  
RE: Election of Member “At-Large” for Calendar Year 2022 and 2023

According to the MBTA Bylaws, the term of office for the Board Member “At-Large” is two years. As such, the Board must appoint a Member-at-Large for Calendar Years 2022 and 2023. The Board Member “At-Large” is appointed by the other six standing Board Members; employees of the Authority are not eligible for this appointment.

MBTA advertised the Member “At-Large” position in the local newspapers during the month of December and received two responses indicating interest. The letters of interest from Ben Sasnett and Cecelia St Clair follow the staff report. Ben Sasnett has served as Member At-Large since 2007 and sits on the TREP committee.

**STAFF RECOMMENDATION: ELECT MBTA MEMBER “AT-LARGE” FOR TWO-YEAR TERM**

William B. Sasnett, Jr.  
7460 Del Monte Avenue  
Yucca Valley, California 92284-8000  
Telephone: (760) 362-3411  
[wbsasnett@verizon.net](mailto:wbsasnett@verizon.net)

December 8, 2021

Chairman and  
Board of Directors  
Morongo Basin Transit Authority  
62405 Verbena Road  
Joshua Tree, California 92252

Re: Letter of Interest for Reappointment as  
Board Member at Large

Dear Mr. Chairman and Members of the Board of Directors:

Please consider this as my Letter of Interest for reappointment to the Morongo Basin Transit Authority Board of Directors as the Board Member at Large.

I am a retired San Bernardino County employee, now working with Inland Defenders, Inc., providing legal services to indigent criminal defendants when the Public Defenders Office has a conflict. I have also been on the panel appointed by the Appellate Department of the Superior Court of California, County of San Bernardino, to represent indigent criminal appellants.

I have been a resident of Yucca Valley since 1983, and have been involved in educational, cultural, and other activities in the Morongo Basin.

I bring several years of experience with the Board, initially as the Alternate to the Board Member at Large, and currently as the Board Member at Large. I offer continuity, seniority, and a continued interest in our community, including effective public transportation.

I look forward to meeting with you to further discuss my background, qualifications, and suitability for reappointment, and to answer any questions you may have.

Thank you for the consideration you are giving my application.

Sincerely,

A handwritten signature in blue ink, appearing to read 'W. Sasnett', is written over the word 'Sincerely,'.

William B. Sasnett, Jr.

# Letter of Interest as Member of Board

Name: Cecelia St. Clair, Ed.D

7036 Lennox  
Yucca Valley CA 92284

760 365 4390 Landline

Community Involvement: Resident since 1999

Volunteer: Morongo Basin Sexual Assault  
8 years

Assignment Reporter 2107.7 2 years

Instructional Assistant, MUSD 13 years

Current and Previous Board Service:

Morongo Basin Community Health Center  
6530 La Contenta Road, Ste 100 Yucca Valley

Cindy Schmall, CEO 760 820 9229 2 years

Desert Hot Springs SDA Church Board 2 years

Dollie Moen, Board Secretary 760 831 9652

Experience: Taught School for 8 years and  
served on many faculty Boards  
Sales Manager for Pacific Press  
Publishing Association 8 years  
Various Clerical positions for 8 years

Please feel free to make contact with Cindy  
Schmall or Dollie Moen for Reference and  
Capability. Further references will be  
provided if necessary. Cecelia St Clair

MORONGO BASIN TRANSIT AUTHORITY

TO: Board of Directors  
FROM: Cheri Holslcaw, Interim General Manager  
DATE: January 19, 2022  
  
RE: MBTA Sub Committee Assignments

Staff requests that Board Members discuss and assign or reassign members. The MBTA has the following standing Sub Committees:

***Technical Advisory/Budgets***

City/Town Managers, Danielle Harrington

***Facilities & Real Estate Advisory (Ad Hoc)***

Merl Abel, McArthur Wright

***Marketing***

Jeff Drozd, Ellen Jackman

***Personnel***

Chair, City/Town Managers

***Taxicab***

Ben Sasnett, Daniel L Mintz, Sr.

***Transportation Assistance Grant (TAG) Program***

McArthur Wright, Ellen Jackman

***Management Oversight Committee***

Chair, Vice-Chair

**STAFF RECOMMENDATION: DISCUSS AND ASSIGN BOARD MEMBERS AS APPROPRIATE**

## MORONGO BASIN TRANSIT AUTHORITY

TO: MBTA Board of Directors  
FROM: Cheri Holsclaw, Interim General Manager  
DATE: January 19, 2022  
  
RE: Clean Energy Amended Maintenance Agreement

Presentation by Clean Energy on Renewable Natural Gas (RNG).

In September 2018, the MBTA Board of Directors authorized the General Manager to execute an agreement extension for the CNG Facility and Maintenance Agreement with Clean Energy that concluded on September 30, 2021. This agreement with Clean Energy is for repair, maintenance and locked-in pricing for routine maintenance and repairs to the CNG stations in Joshua Tree and Twentynine Palms.

Through the mutual agreement of both parties, Clean Energy has proposed to extend the agreement to conclude on December 31, 2026. This agreement also allows Clean Energy to report our Low Carbon Fuel Standard (LCFS) credits and RNG credits to the Air Resource Board and Sale and Purchase of our Natural Gas by the North American Energy Standards Board. The cost will remain the same as it has in previous years at \$36,000 per year. This Agreement has been reviewed and approved by Counsel and is consistent with the MBTA's Purchasing Policy.

**STAFF RECOMMENDATION: AUTHORIZE GENERAL MANAGER TO  
EXECUTE CLEAN ENERGY AMENDED MAINTENANCE AGREEMENT**

**ITEM 8.4**



**THIRD AMENDMENT TO**  
**CNG FACILITY REPAIR AND MAINTENANCE AGREEMENT**

This Third Amendment (“**Third Amendment**”) to that certain CNG Facility Repair and Maintenance Agreement by and between Morongo Basin Transit Authority (“**MBTA**”), and Clean Energy, a California corporation (“**Contractor**”), dated as of November 26, 2013, as further amended, modified or supplemented from time to time, the (“**Agreement**”) is made and executed, by and between MBTA and Contractor, to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2022 (“**Third Amendment Effective Date**”).

MBTA and Contractor are, from time to time, referred to herein collectively as the “**Parties**”. Capitalized terms used, but not defined herein, shall have the meaning ascribed to such term in the Agreement.

**RECITALS**

**WHEREAS**, the Parties entered into the Agreement for the stations located at 6994 Bullion Avenue, Twentynine Palms, CA and 62405 Verbena Road, Joshua Tree, CA (collectively, the “**Stations**”);

**WHEREAS**, the Parties wish to amend the Agreement on the terms and conditions set forth herein; and

**WHEREAS**, the Parties acknowledge that MBTA and Clean Energy Renewable Fuels, LLC (“**CERF**”), a wholly-owned subsidiary of Contractor, are entering into a separate agreement under which CERF shall supply the Stations with RNG (as defined in Appendix 1 herein), and a copy of such separate agreement is attached hereto as Appendix 1.

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations of the Parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**AMENDMENT**

1. Amendment to Section 1 – Term of Agreement. Section 1 is hereby amended by deleting this section in its entirety and replacing it with the following:

“**Term of Agreement**. This Agreement shall commence on the Effective Date and expire on December 31, 2026. The Parties may thereafter agree in writing to extend the Agreement.”

2. Terms and Conditions of the Agreement. Other than as expressly set forth in this Third Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect and shall apply to this Third Amendment; provided that to the extent there is a conflict between the terms of this Third Amendment and the terms of the Agreement, the terms of this Third Amendment shall control to the extent of such conflict.

3. Governing Law. This Third Amendment shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of California, not including choice of law rules and principles.

4. Counterparts. This Third Amendment may be executed in two or more counterparts, each of which shall constitute an original, but all of which when taken together shall constitute but one and the same agreement. Signatures to this Third Amendment transmitted by facsimile, email, portable document format (or .pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of this Third Amendment shall have the same effect as the physical delivery of the paper document bearing original signature.

5. No Other Amendment. Except as expressly amended hereby, the terms and provisions of the Agreement remain in full force and effect and are ratified and confirmed by the Parties in all respects as of the Third Amendment Effective Date.

**IN WITNESS WHEREOF**, the Parties have caused this Third Amendment to be signed as of the Third Amendment Effective Date.

**CLEAN ENERGY**

**MORONGO BASIN TRANSIT AUTHORITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# **APPENDIX 1**

**[Base Contract for Sale and Purchase of Natural Gas]**

**[Transaction Confirmation # MBTA001-TC01]**

**[Transaction Confirmation # MBTA001-TC02]**

# Base Contract for Sale and Purchase of Natural Gas

This Base Contract is entered into as of the following date: \_\_\_\_\_

The parties to this Base Contract are the following:

<b>PARTY A</b> <b>Morongo Basin Transit Authority</b>	<b>PARTY NAME</b>	<b>PARTY B</b> <b>Clean Energy Renewable Fuels, LLC</b>
62405 Verbena Rd Joshua Tree, CA 92252	<b>ADDRESS</b>	4675 MacArthur Court, Suite 800 Newport Beach, CA 92660
<a href="https://mbtabus.com/">https://mbtabus.com/</a>	<b>BUSINESS WEBSITE</b>	<a href="http://www.cleanenergyfuels.com">www.cleanenergyfuels.com</a>
	<b>CONTRACT NUMBER</b>	MBTA001
	<b>D-U-N-S® NUMBER</b>	
<input type="checkbox"/> US FEDERAL: _____ <input type="checkbox"/> OTHER: _____	<b>TAX ID NUMBERS</b>	<input checked="" type="checkbox"/> US FEDERAL: 27-5411503 <input type="checkbox"/> OTHER: _____
	<b>JURISDICTION OF ORGANIZATION</b>	Delaware
<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> LLP	<input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Other: _____	<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> LLP
	<input checked="" type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Other: _____	
	<b>GUARANTOR (IF APPLICABLE)</b>	
<b>CONTACT INFORMATION</b>		
Morongo Basin Transit Authority ATTN: Cheri Holsclaw TEL#: (760)-366-2986 EMAIL: mark@mbtabus.com	<input checked="" type="checkbox"/> COMMERCIAL	Clean Energy Renewable Fuels, LLC ATTN: Jen Komonchak TEL#: (949) 437-1251 EMAIL: jen.komonchak@cleanenergyfuels.com
Morongo Basin Transit Authority ATTN: Cheri Holsclaw TEL#: (760)-366-2986 EMAIL: mark@mbtabus.com	<input checked="" type="checkbox"/> SCHEDULING	Clean Energy Renewable Fuels, LLC ATTN: Jen Komonchak TEL#: (949) 437-1251 EMAIL: jen.komonchak@cleanenergyfuels.com
Morongo Basin Transit Authority ATTN: Cheri Holsclaw TEL#: (760)-366-2986 EMAIL: mark@mbtabus.com	<input checked="" type="checkbox"/> CONTRACT AND LEGAL NOTICES	Clean Energy Renewable Fuels, LLC ATTN: Jen Komonchak TEL#: (949) 437-1251 EMAIL: jen.komonchak@cleanenergyfuels.com
Morongo Basin Transit Authority ATTN: Cheri Holsclaw TEL#: (760)-366-2986 EMAIL: mark@mbtabus.com	<input checked="" type="checkbox"/> CREDIT	Clean Energy Renewable Fuels, LLC ATTN: Jen Komonchak TEL#: (949) 437-1251 EMAIL: jen.komonchak@cleanenergyfuels.com
Morongo Basin Transit Authority ATTN: Cheri Holsclaw TEL#: (760)-366-2986 EMAIL: mark@mbtabus.com	<input checked="" type="checkbox"/> TRANSACTION CONFIRMATIONS	Clean Energy Renewable Fuels, LLC ATTN: Jen Komonchak TEL#: (949) 437-1251 EMAIL: jen.komonchak@cleanenergyfuels.com
<b>ACCOUNTING INFORMATION</b>		
Morongo Basin Transit Authority ATTN: Cheri Holsclaw TEL#: (760)-366-2986 EMAIL: mark@mbtabus.com	<input checked="" type="checkbox"/> INVOICES <input checked="" type="checkbox"/> PAYMENTS <input checked="" type="checkbox"/> SETTLEMENTS	Clean Energy Renewable Fuels, LLC ATTN: Jen Komonchak TEL#: (949) 437-1251 EMAIL: jen.komonchak@cleanenergyfuels.com
BANK: _____ ABA: _____ ACCT: _____ OTHER DETAILS: _____	<b>WIRE TRANSFER NUMBERS (IF APPLICABLE)</b>	BANK: _____ ABA: _____ ACCT: _____ OTHER DETAILS: _____
BANK: _____ ABA: _____ ACCT: _____ OTHER DETAILS: _____	<b>ACH NUMBERS (IF APPLICABLE)</b>	BANK: _____ ABA: _____ ACCT: _____ OTHER DETAILS: _____
ATTN: _____ ADDRESS: _____	<b>CHECKS (IF APPLICABLE)</b>	ATTN: <u>Clean Energy Renewable Fuels, LLC</u> ADDRESS: <u>4675 MacArthur Ct, Suite 800</u> <u>Newport Beach, CA 92660</u>

## Base Contract for Sale and Purchase of Natural Gas

(Continued)

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Sale and Purchase of Natural Gas published by the North American Energy Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions. In the event the parties fail to check a box, the specified default provision shall apply. Select the appropriate box(es) from each section:

<b>Section 1.2</b> Transaction Procedure <input type="checkbox"/> Oral (default) OR <input checked="" type="checkbox"/> Written	<b>Section 10.2</b> Additional Events of Default <input checked="" type="checkbox"/> No Additional Events of Default (default) OR <input type="checkbox"/> Indebtedness Cross Default <input type="checkbox"/> Party A: _____ <input type="checkbox"/> Party B: _____ <input type="checkbox"/> Transactional Cross Default <u>Specified Transactions:</u> _____ _____ _____
<b>Section 2.7</b> Confirm Deadline <input checked="" type="checkbox"/> 2 Business Days after receipt (default) OR <input type="checkbox"/> 5 Business Days after receipt	
<b>Section 2.8</b> Confirming Party <input checked="" type="checkbox"/> Seller (default) OR <input type="checkbox"/> Buyer <input type="checkbox"/> _____	
<b>Section 3.2</b> Performance Obligation <input checked="" type="checkbox"/> Cover Standard (default) OR <input type="checkbox"/> Spot Price Standard	<b>Section 10.3.1</b> Early Termination Damages <input checked="" type="checkbox"/> Early Termination Damages Apply (default) OR <input type="checkbox"/> Early Termination Damages Do Not Apply
<b>Note: The following Spot Price Publication applies to both of the immediately preceding.</b>	
<b>Section 2.31</b> Spot Price Publication <input checked="" type="checkbox"/> Gas Daily Midpoint (default) OR <input type="checkbox"/> _____ _____	<b>Section 10.3.2</b> Other Agreement Setoffs <input checked="" type="checkbox"/> Other Agreement Setoffs Apply (default) <input checked="" type="checkbox"/> Bilateral (default) <input type="checkbox"/> Triangular OR <input type="checkbox"/> Other Agreement Setoffs Do Not Apply
<b>Section 6</b> Taxes <input checked="" type="checkbox"/> Buyer Pays At and After Delivery Point (default) OR <input type="checkbox"/> Seller Pays Before and At Delivery Point	
<b>Section 7.2</b> Payment Date <input checked="" type="checkbox"/> 25 <sup>th</sup> Day of Month following Month of delivery (default) OR <input type="checkbox"/> Day of Month following Month of delivery	<b>Section 15.5</b> Choice Of Law <u>California</u>
<b>Section 7.2</b> Method of Payment <input type="checkbox"/> Wire transfer (default) <input type="checkbox"/> Automated Clearinghouse Credit (ACH) <input checked="" type="checkbox"/> Check	<b>Section 15.10</b> Confidentiality <input checked="" type="checkbox"/> Confidentiality applies (default) OR <input type="checkbox"/> Confidentiality does not apply
<b>Section 7.7</b> Netting <input checked="" type="checkbox"/> Netting applies (default) OR <input type="checkbox"/> Netting does not apply	
<input type="checkbox"/> <b>Special Provisions</b> Number of sheets attached: _____ <input type="checkbox"/> <b>Addendum(s):</b> _____	

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

Morongo Basin Transit Authority	PARTY NAME	Clean Energy Renewable Fuels, LLC
---------------------------------	------------	-----------------------------------

By: _____	<i>SIGNATURE</i>	By: _____
<b>Cheri Holsclaw</b>	<i>PRINTED NAME</i>	
<b>General Manager</b>	<i>TITLE</i>	

# General Terms and Conditions

## Base Contract for Sale and Purchase of Natural Gas

### SECTION 1. PURPOSE AND PROCEDURES

- 1.1. These General Terms and Conditions are intended to facilitate purchase and sale transactions of Gas on a Firm or Interruptible basis. "Buyer" refers to the party receiving Gas and "Seller" refers to the party delivering Gas. The entire agreement between the parties shall be the Contract as defined in Section 2.9.

**The parties have selected either the "Oral Transaction Procedure" or the "Written Transaction Procedure" as indicated on the Base Contract.**

#### **Oral Transaction Procedure:**

- 1.2. The parties will use the following Transaction Confirmation procedure. Any Gas purchase and sale transaction may be effectuated in an EDI transmission or telephone conversation with the offer and acceptance constituting the agreement of the parties. The parties shall be legally bound from the time they so agree to transaction terms and may each rely thereon. Any such transaction shall be considered a "writing" and to have been "signed". Notwithstanding the foregoing sentence, the parties agree that Confirming Party shall, and the other party may, confirm a telephonic transaction by sending the other party a Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means within three Business Days of a transaction covered by this Section 1.2 (Oral Transaction Procedure) provided that the failure to send a Transaction Confirmation shall not invalidate the oral agreement of the parties. Confirming Party adopts its confirming letterhead, or the like, as its signature on any Transaction Confirmation as the identification and authentication of Confirming Party. If the Transaction Confirmation contains any provisions other than those relating to the commercial terms of the transaction (i.e., price, quantity, performance obligation, delivery point, period of delivery and/or transportation conditions), which modify or supplement the Base Contract or General Terms and Conditions of this Contract (e.g., arbitration or additional representations and warranties), such provisions shall not be deemed to be accepted pursuant to Section 1.3 but must be expressly agreed to by both parties; provided that the foregoing shall not invalidate any transaction agreed to by the parties.

#### **Written Transaction Procedure:**

- 1.2. The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period, the Confirming Party shall, and the other party may, record that agreement on a Transaction Confirmation and communicate such Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means, to the other party by the close of the Business Day following the date of agreement. The parties acknowledge that their agreement will not be binding until the exchange of nonconflicting Transaction Confirmations or the passage of the Confirm Deadline without objection from the receiving party, as provided in Section 1.3.

- 1.3. If a sending party's Transaction Confirmation is materially different from the receiving party's understanding of the agreement referred to in Section 1.2, such receiving party shall notify the sending party via facsimile, EDI or mutually agreeable electronic means by the Confirm Deadline, unless such receiving party has previously sent a Transaction Confirmation to the sending party. The failure of the receiving party to so notify the sending party in writing by the Confirm Deadline constitutes the receiving party's agreement to the terms of the transaction described in the sending party's Transaction Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction, then neither Transaction Confirmation shall be binding until or unless such differences are resolved including the use of any evidence that clearly resolves the differences in the Transaction Confirmations. In the event of a conflict among the terms of (i) a binding Transaction Confirmation pursuant to Section 1.2, (ii) the oral agreement of the parties which may be evidenced by a recorded conversation, where the parties have selected the Oral Transaction Procedure of the Base Contract, (iii) the Base Contract, and (iv) these General Terms and Conditions, the terms of the documents shall govern in the priority listed in this sentence.
- 1.4. The parties agree that each party may electronically record all telephone conversations with respect to this Contract between their respective employees, without any special or further notice to the other party. Each party shall obtain any necessary consent of its agents and employees to such recording. Where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, the parties agree not to contest the validity or enforceability of telephonic recordings entered into in accordance with the requirements of this Base Contract.

### SECTION 2. DEFINITIONS

The terms set forth below shall have the meaning ascribed to them below. Other terms are also defined elsewhere in the Contract and shall have the meanings ascribed to them herein.

- 2.1. "Additional Event of Default" shall mean Transactional Cross Default or Indebtedness Cross Default, each as and if selected by the parties pursuant to the Base Contract.

- 2.2. "Affiliate" shall mean, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of at least 50 percent of the voting power of the entity or person.
- 2.3. "Alternative Damages" shall mean such damages, expressed in dollars or dollars per MMBtu, as the parties shall agree upon in the Transaction Confirmation, in the event either Seller or Buyer fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer.
- 2.4. "Base Contract" shall mean a contract executed by the parties that incorporates these General Terms and Conditions by reference; that specifies the agreed selections of provisions contained herein; and that sets forth other information required herein and any Special Provisions and addendum(s) as identified on page one.
- 2.5. "British thermal unit" or "Btu" shall mean the International BTU, which is also called the Btu (IT).
- 2.6. "Business Day(s)" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S.
- 2.7. "Confirm Deadline" shall mean 5:00 p.m. in the receiving party's time zone on the second Business Day following the Day a Transaction Confirmation is received or, if applicable, on the Business Day agreed to by the parties in the Base Contract; provided, if the Transaction Confirmation is time stamped after 5:00 p.m. in the receiving party's time zone, it shall be deemed received at the opening of the next Business Day.
- 2.8. "Confirming Party" shall mean the party designated in the Base Contract to prepare and forward Transaction Confirmations to the other party.
- 2.9. "Contract" shall mean the legally-binding relationship established by (i) the Base Contract, (ii) any and all binding Transaction Confirmations and (iii) where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, any and all transactions that the parties have entered into through an EDI transmission or by telephone, but that have not been confirmed in a binding Transaction Confirmation, all of which shall form a single integrated agreement between the parties.
- 2.10. "Contract Price" shall mean the amount expressed in U.S. Dollars per MMBtu to be paid by Buyer to Seller for the purchase of Gas as agreed to by the parties in a transaction.
- 2.11. "Contract Quantity" shall mean the quantity of Gas to be delivered and taken as agreed to by the parties in a transaction.
- 2.12. "Cover Standard", as referred to in Section 3.2, shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Contract, then the performing party shall use commercially reasonable efforts to (i) if Buyer is the performing party, obtain Gas, (or an alternate fuel if elected by Buyer and replacement Gas is not available), or (ii) if Seller is the performing party, sell Gas, in either case, at a price reasonable for the delivery or production area, as applicable, consistent with: the amount of notice provided by the nonperforming party; the immediacy of the Buyer's Gas consumption needs or Seller's Gas sales requirements, as applicable; the quantities involved; and the anticipated length of failure by the nonperforming party.
- 2.13. "Credit Support Obligation(s)" shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as cash, an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, guaranty, or other good and sufficient security of a continuing nature.
- 2.14. "Day" shall mean a period of 24 consecutive hours, coextensive with a "day" as defined by the Receiving Transporter in a particular transaction.
- 2.15. "Delivery Period" shall be the period during which deliveries are to be made as agreed to by the parties in a transaction.
- 2.16. "Delivery Point(s)" shall mean such point(s) as are agreed to by the parties in a transaction.
- 2.17. "EDI" shall mean an electronic data interchange pursuant to an agreement entered into by the parties, specifically relating to the communication of Transaction Confirmations under this Contract.
- 2.18. "EFP" shall mean the purchase, sale or exchange of natural Gas as the "physical" side of an exchange for physical transaction involving gas futures contracts. EFP shall incorporate the meaning and remedies of "Firm", provided that a party's excuse for nonperformance of its obligations to deliver or receive Gas will be governed by the rules of the relevant futures exchange regulated under the Commodity Exchange Act.
- 2.19. "Firm" shall mean that either party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure; provided, however, that during Force Majeure interruptions, the party invoking Force Majeure may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by the Transporter.
- 2.20. "Gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
- 2.21. "Guarantor" shall mean any entity that has provided a guaranty of the obligations of a party hereunder.
- 2.22. "Imbalance Charges" shall mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter's balance and/or nomination requirements.



- 2.23. "Indebtedness Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it or its Guarantor, if any, experiences a default, or similar condition or event however therein defined, under one or more agreements or instruments, individually or collectively, relating to indebtedness (such indebtedness to include any obligation whether present or future, contingent or otherwise, as principal or surety or otherwise) for the payment or repayment of borrowed money in an aggregate amount greater than the threshold specified in the Base Contract with respect to such party or its Guarantor, if any, which results in such indebtedness becoming immediately due and payable.
- 2.24. "Interruptible" shall mean that either party may interrupt its performance at any time for any reason, whether or not caused by an event of Force Majeure, with no liability, except such interrupting party may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by Transporter.
- 2.25. "MMBtu" shall mean one million British thermal units, which is equivalent to one dekatherm.
- 2.26. "Month" shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.
- 2.27. "Payment Date" shall mean a date, as indicated on the Base Contract, on or before which payment is due Seller for Gas received by Buyer in the previous Month.
- 2.28. "Receiving Transporter" shall mean the Transporter receiving Gas at a Delivery Point, or absent such receiving Transporter, the Transporter delivering Gas at a Delivery Point.
- 2.29. "Scheduled Gas" shall mean the quantity of Gas confirmed by Transporter(s) for movement, transportation or management.
- 2.30. "Specified Transaction(s)" shall mean any other transaction or agreement between the parties for the purchase, sale or exchange of physical Gas, and any other transaction or agreement identified as a Specified Transaction under the Base Contract.
- 2.31. "Spot Price" as referred to in Section 3.2 shall mean the price listed in the publication indicated on the Base Contract, under the listing applicable to the geographic location closest in proximity to the Delivery Point(s) for the relevant Day; provided, if there is no single price published for such location for such Day, but there is published a range of prices, then the Spot Price shall be the average of such high and low prices. If no price or range of prices is published for such Day, then the Spot Price shall be the average of the following: (i) the price (determined as stated above) for the first Day for which a price or range of prices is published that next precedes the relevant Day; and (ii) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.
- 2.32. "Transaction Confirmation" shall mean a document, similar to the form of Exhibit A, setting forth the terms of a transaction formed pursuant to Section 1 for a particular Delivery Period.
- 2.33. "Transactional Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it shall be in default, however therein defined, under any Specified Transaction.
- 2.34. "Termination Option" shall mean the option of either party to terminate a transaction in the event that the other party fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer for a designated number of days during a period as specified on the applicable Transaction Confirmation.
- 2.35. "Transporter(s)" shall mean all Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point pursuant to a particular transaction.

### SECTION 3. PERFORMANCE OBLIGATION

- 3.1. Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the Contract Quantity for a particular transaction in accordance with the terms of the Contract. Sales and purchases will be on a Firm or Interruptible basis, as agreed to by the parties in a transaction.

**The parties have selected either the "Cover Standard" or the "Spot Price Standard" as indicated on the Base Contract.**

**Cover Standard:**

- 3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the positive difference, if any, between the purchase price paid by Buyer utilizing the Cover Standard and the Contract Price, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller for such Day(s) excluding any quantity for which no replacement is available; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in the amount equal to the positive difference, if any, between the Contract Price and the price received by Seller utilizing the Cover Standard for the resale of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually taken by Buyer for such Day(s) excluding any quantity for which no sale is available; and (iii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas

to a third party, and no such replacement or sale is available for all or any portion of the Contract Quantity of Gas, then in addition to (i) or (ii) above, as applicable, the sole and exclusive remedy of the performing party with respect to the Gas not replaced or sold shall be an amount equal to any unfavorable difference between the Contract Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by the quantity of such Gas not replaced or sold. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

**Spot Price Standard:**

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from the Spot Price; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the applicable Spot Price from the Contract Price. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

3.3. Notwithstanding Section 3.2, the parties may agree to Alternative Damages in a Transaction Confirmation executed in writing by both parties.

3.4. In addition to Sections 3.2 and 3.3, the parties may provide for a Termination Option in a Transaction Confirmation executed in writing by both parties. The Transaction Confirmation containing the Termination Option will designate the length of nonperformance triggering the Termination Option and the procedures for exercise thereof, how damages for nonperformance will be compensated, and how liquidation costs will be calculated.

## SECTION 4. TRANSPORTATION, NOMINATIONS, AND IMBALANCES

4.1. Seller shall have the sole responsibility for transporting the Gas to the Delivery Point(s). Buyer shall have the sole responsibility for transporting the Gas from the Delivery Point(s).

4.2. The parties shall coordinate their nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). Each party shall give the other party timely prior Notice, sufficient to meet the requirements of all Transporter(s) involved in the transaction, of the quantities of Gas to be delivered and purchased each Day. Should either party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such party shall promptly notify the other party.

4.3. The parties shall use commercially reasonable efforts to avoid imposition of any Imbalance Charges. If Buyer or Seller receives an invoice from a Transporter that includes Imbalance Charges, the parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Buyer's receipt of quantities of Gas greater than or less than the Scheduled Gas, then Buyer shall pay for such Imbalance Charges or reimburse Seller for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred as a result of Seller's delivery of quantities of Gas greater than or less than the Scheduled Gas, then Seller shall pay for such Imbalance Charges or reimburse Buyer for such Imbalance Charges paid by Buyer.

## SECTION 5. QUALITY AND MEASUREMENT

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of the Receiving Transporter. The unit of quantity measurement for purposes of this Contract shall be one MMBtu dry. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter.

## SECTION 6. TAXES

**The parties have selected either "Buyer Pays At and After Delivery Point" or "Seller Pays Before and At Delivery Point" as indicated on the Base Contract.**

**Buyer Pays At and After Delivery Point:**

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas at the Delivery Point(s) and all Taxes after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

**Seller Pays Before and At Delivery Point:**

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s) and all Taxes at the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility

hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

## SECTION 7. BILLING, PAYMENT, AND AUDIT

- 7.1. Seller shall invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas. The invoiced quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.
- 7.2. Buyer shall remit the amount due under Section 7.1 in the manner specified in the Base Contract, in immediately available funds, on or before the later of the Payment Date or 10 Days after receipt of the invoice by Buyer; provided that if the Payment Date is not a Business Day, payment is due on the next Business Day following that date. In the event any payments are due Buyer hereunder, payment to Buyer shall be made in accordance with this Section 7.2.
- 7.3. In the event payments become due pursuant to Sections 3.2 or 3.3, the performing party may submit an invoice to the nonperforming party for an accelerated payment setting forth the basis upon which the invoiced amount was calculated. Payment from the nonperforming party will be due five Business Days after receipt of invoice.
- 7.4. If the invoiced party, in good faith, disputes the amount of any such invoice or any part thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if the invoiced party disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed without undue delay. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.
- 7.5. If the invoiced party fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.
- 7.6. A party shall have the right, at its own expense, upon reasonable Notice and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Contract. This right to examine, audit, and to obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under this Contract. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two years after the Month of Gas delivery. All retroactive adjustments under Section 7 shall be paid in full by the party owing payment within 30 Days of Notice and substantiation of such inaccuracy.
- 7.7. Unless the parties have elected on the Base Contract not to make this Section 7.7 applicable to this Contract, the parties shall net all undisputed amounts due and owing, and/or past due, arising under the Contract such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with Section 7; provided that no payment required to be made pursuant to the terms of any Credit Support Obligation or pursuant to Section 7.3 shall be subject to netting under this Section. If the parties have executed a separate netting agreement, the terms and conditions therein shall prevail to the extent inconsistent herewith.

## SECTION 8. TITLE, WARRANTY, AND INDEMNITY

- 8.1. Unless otherwise specifically agreed, title to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and assume any liability with respect to said Gas after its delivery to Buyer at the Delivery Point(s).
- 8.2. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN THIS SECTION 8.2 AND IN SECTION 15.8, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.
- 8.3. Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including reasonable attorneys' fees and costs of court ("Claims"), from any and all persons, arising from or out of claims of title, personal injury (including death) or property damage from said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding payment, personal injury (including death) or property damage from said Gas or other charges thereon which attach after title passes to Buyer.
- 8.4. The parties agree that the delivery of and the transfer of title to all Gas under this Contract shall take place within the Customs Territory of the United States (as defined in general note 2 of the Harmonized Tariff Schedule of the United States 19 U.S.C. §1202, General Notes, page 3); provided, however, that in the event Seller took title to the Gas outside the Customs Territory of the United States, Seller represents and warrants that it is the importer of record for all Gas entered and delivered into the United States, and shall be responsible for entry and entry summary filings as well as the payment of duties, taxes and fees, if any, and all applicable record keeping requirements.

- 8.5. Notwithstanding the other provisions of this Section 8, as between Seller and Buyer, Seller will be liable for all Claims to the extent that such arise from the failure of Gas delivered by Seller to meet the quality requirements of Section 5.

## SECTION 9. NOTICES

- 9.1. All Transaction Confirmations, invoices, payment instructions, and other communications made pursuant to the Base Contract ("Notices") shall be made to the addresses specified in writing by the respective parties from time to time.
- 9.2. All Notices required hereunder shall be in writing and may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivered.
- 9.3. Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is not a Business Day or is after five p.m. on a Business Day, then such facsimile shall be deemed to have been received on the next following Business Day. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered five Business Days after mailing.
- 9.4. The party receiving a commercially acceptable Notice of change in payment instructions or other payment information shall not be obligated to implement such change until ten Business Days after receipt of such Notice.

## SECTION 10. FINANCIAL RESPONSIBILITY

- 10.1. If either party ("X") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party ("Y") (including, without limitation, the occurrence of a material change in the creditworthiness of Y or its Guarantor, if applicable), X may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" shall mean sufficient security in the form, amount, for a term, and from an issuer, all as reasonably acceptable to X, including, but not limited to cash, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or guaranty. Y hereby grants to X a continuing first priority security interest in, lien on, and right of setoff against all Adequate Assurance of Performance in the form of cash transferred by Y to X pursuant to this Section 10.1. Upon the return by X to Y of such Adequate Assurance of Performance, the security interest and lien granted hereunder on that Adequate Assurance of Performance shall be released automatically and, to the extent possible, without any further action by either party.
- 10.2. In the event (each an "Event of Default") either party (the "Defaulting Party") or its Guarantor shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; (vi) fail to perform any obligation to the other party with respect to any Credit Support Obligations relating to the Contract; (vii) fail to give Adequate Assurance of Performance under Section 10.1 within 48 hours but at least one Business Day of a written request by the other party; (viii) not have paid any amount due the other party hereunder on or before the second Business Day following written Notice that such payment is due; or ix) be the affected party with respect to any Additional Event of Default; then the other party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments upon Notice and/or to terminate and liquidate the transactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available hereunder.
- 10.3. If an Event of Default has occurred and is continuing, the Non-Defaulting Party shall have the right, by Notice to the Defaulting Party, to designate a Day, no earlier than the Day such Notice is given and no later than 20 Days after such Notice is given, as an early termination date (the "Early Termination Date") for the liquidation and termination pursuant to Section 10.3.1 of all transactions under the Contract, each a "Terminated Transaction". On the Early Termination Date, all transactions will terminate, other than those transactions, if any, that may not be liquidated and terminated under applicable law ("Excluded Transactions"), which Excluded Transactions must be liquidated and terminated as soon thereafter as is legally permissible, and upon termination shall be a Terminated Transaction and be valued consistent with Section 10.3.1 below. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date for purposes of Section 10.3.1.

**The parties have selected either "Early Termination Damages Apply" or "Early Termination Damages Do Not Apply" as indicated on the Base Contract.**

**Early Termination Damages Apply:**

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, (i) the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes

such payment under this Contract and (ii) the Market Value, as defined below, of each Terminated Transaction. The Non-Defaulting Party shall (x) liquidate and accelerate each Terminated Transaction at its Market Value, so that each amount equal to the difference between such Market Value and the Contract Value, as defined below, of such Terminated Transaction(s) shall be due to the Buyer under the Terminated Transaction(s) if such Market Value exceeds the Contract Value and to the Seller if the opposite is the case; and (y) where appropriate, discount each amount then due under clause (x) above to present value in a commercially reasonable manner as of the Early Termination Date (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions).

For purposes of this Section 10.3.1, "Contract Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the Contract Price, and "Market Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the market price for a similar transaction at the Delivery Point determined by the Non-Defaulting Party in a commercially reasonable manner. To ascertain the Market Value, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of NYMEX Gas futures contracts, quotations from leading dealers in energy swap contracts or physical gas trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs. A party shall not be required to enter into a replacement transaction(s) in order to determine the Market Value. Any extension(s) of the term of a transaction to which parties are not bound as of the Early Termination Date (including but not limited to "evergreen provisions") shall not be considered in determining Contract Values and Market Values. For the avoidance of doubt, any option pursuant to which one party has the right to extend the term of a transaction shall be considered in determining Contract Values and Market Values. The rate of interest used in calculating net present value shall be determined by the Non-Defaulting Party in a commercially reasonable manner.

**Early Termination Damages Do Not Apply:**

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract.

**The parties have selected either "Other Agreement Setoffs Apply" or "Other Agreement Setoffs Do Not Apply" as indicated on the Base Contract.**

**Other Agreement Setoffs Apply:**

**Bilateral Setoff Option:**

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff any Net Settlement Amount against (i) any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; and (ii) any amount(s) (including any excess cash margin or excess cash collateral) owed or held by the party that is entitled to the Net Settlement Amount under any other agreement or arrangement between the parties.

**Triangular Setoff Option:**

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option, and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff (i) any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; (ii) any Net Settlement Amount against any amount(s) (including any excess cash margin or excess cash collateral) owed by or to a party under any other agreement or arrangement between the parties; (iii) any Net Settlement Amount owed to the Non-Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Non-Defaulting Party or its Affiliates to the Defaulting Party under any other agreement or arrangement; (iv) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party to the Non-Defaulting Party or its Affiliates under any other agreement or arrangement; and/or (v) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party or its Affiliates to the Non-Defaulting Party under any other agreement or arrangement.

**Other Agreement Setoffs Do Not Apply:**

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract.

10.3.3. If any obligation that is to be included in any netting, aggregation or setoff pursuant to Section 10.3.2 is unascertained, the Non-Defaulting Party may in good faith estimate that obligation and net, aggregate or setoff, as applicable, in respect of the estimate, subject to the Non-Defaulting Party accounting to the Defaulting Party when the obligation is ascertained. Any amount not then due which is included in any netting, aggregation or setoff pursuant to Section 10.3.2 shall be discounted to net present value in a commercially reasonable manner determined by the Non-Defaulting Party.

- 10.4. As soon as practicable after a liquidation, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Net Settlement Amount, and whether the Net Settlement Amount is due to or due from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of the Net Settlement Amount, provided that failure to give such Notice shall not affect the validity or enforceability of the liquidation or give rise to any claim by the Defaulting Party against the Non-Defaulting Party. The Net Settlement Amount as well as any setoffs applied against such amount pursuant to Section 10.3.2, shall be paid by the close of business on the second Business Day following such Notice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the Net Settlement Amount as adjusted by setoffs, shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.
- 10.5. The parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that Buyer and Seller are each "forward contract merchants" within the meaning of the United States Bankruptcy Code.
- 10.6. The Non-Defaulting Party's remedies under this Section 10 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Early Termination Date. Each party reserves to itself all other rights, setoffs, counterclaims and other defenses that it is or may be entitled to arising from the Contract.
- 10.7. With respect to this Section 10, if the parties have executed a separate netting agreement with close-out netting provisions, the terms and conditions therein shall prevail to the extent inconsistent herewith.

## SECTION 11. FORCE MAJEURE

- 11.1. Except with regard to a party's obligation to make payment(s) due under Section 7, Section 10.4, and Imbalance Charges under Section 4, neither party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 11.2.
- 11.2. Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of Firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.
- 11.3. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary Firm transportation unless primary, in-path, Firm transportation is also curtailed; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship, to include, without limitation, Seller's ability to sell Gas at a higher or more advantageous price than the Contract Price, Buyer's ability to purchase Gas at a lower or more advantageous price than the Contract Price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Contract; (iv) the loss of Buyer's market(s) or Buyer's inability to use or resell Gas purchased hereunder, except, in either case, as provided in Section 11.2; or (v) the loss or failure of Seller's gas supply or depletion of reserves, except, in either case, as provided in Section 11.2. The party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.
- 11.4. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance.
- 11.5. The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally; however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written Notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

- 11.6. Notwithstanding Sections 11.2 and 11.3, the parties may agree to alternative Force Majeure provisions in a Transaction Confirmation executed in writing by both parties.

## SECTION 12. TERM

This Contract may be terminated on 30 Day's written Notice, but shall remain in effect until the expiration of the latest Delivery Period of any transaction(s). The rights of either party pursuant to Section 7.6, Section 10, Section 13, the obligations to make payment hereunder, and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of the Base Contract or any transaction.

## SECTION 13. LIMITATIONS

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

## SECTION 14. MARKET DISRUPTION

If a Market Disruption Event has occurred then the parties shall negotiate in good faith to agree on a replacement price for the Floating Price (or on a method for determining a replacement price for the Floating Price) for the affected Day, and if the parties have not so agreed on or before the second Business Day following the affected Day then the replacement price for the Floating Price shall be determined within the next two following Business Days with each party obtaining, in good faith and from non-affiliated market participants in the relevant market, two quotes for prices of Gas for the affected Day of a similar quality and quantity in the geographical location closest in proximity to the Delivery Point and averaging the four quotes. If either party fails to provide two quotes then the average of the other party's two quotes shall determine the replacement price for the Floating Price. "Floating Price" means the price or a factor of the price agreed to in the transaction as being based upon a specified index. "Market Disruption Event" means, with respect to an index specified for a transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) both parties agree that a material change in the formula for or the method of determining the Floating Price has occurred. For the purposes of the calculation of a replacement price for the Floating Price, all numbers shall be rounded to three decimal places. If the fourth decimal number is five or greater, then the third decimal number shall be increased by one and if the fourth decimal number is less than five, then the third decimal number shall remain unchanged.

## SECTION 15. MISCELLANEOUS

- 15.1. This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from liability hereunder), which consent will not be unreasonably withheld or delayed; provided, either party may (i) transfer, sell, pledge, encumber, or assign this Contract or the accounts, revenues, or proceeds hereof in connection with any financing or other financial arrangements, or (ii) transfer its interest to any parent or Affiliate by assignment, merger or otherwise without the prior approval of the other party. Upon any such assignment, transfer and assumption, the transferor shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder.
- 15.2. If any provision in this Contract is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract.
- 15.3. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach.
- 15.4. This Contract sets forth all understandings between the parties respecting each transaction subject hereto, and any prior contracts, understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Contract and any effective transaction(s). This Contract may be amended only by a writing executed by both parties.



- 15.5. The interpretation and performance of this Contract shall be governed by the laws of the jurisdiction as indicated on the Base Contract, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.
- 15.6. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Contract or transaction or any provisions thereof.
- 15.7. There is no third party beneficiary to this Contract.
- 15.8. Each party to this Contract represents and warrants that it has full and complete authority to enter into and perform this Contract. Each person who executes this Contract on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.
- 15.9. The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the parties and shall not be used to construe or interpret the provisions of this Contract.
- 15.10. Unless the parties have elected on the Base Contract not to make this Section 15.10 applicable to this Contract, neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of any transaction to a third party (other than the employees, lenders, royalty owners, counsel, accountants and other agents of the party, or prospective purchasers of all or substantially all of a party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary for the enforcement of this Contract, (iii) to the extent necessary to implement any transaction, (iv) to the extent necessary to comply with a regulatory agency's reporting requirements including but not limited to gas cost recovery proceedings; or (v) to the extent such information is delivered to such third party for the sole purpose of calculating a published index. Each party shall notify the other party of any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to this confidentiality obligation. Subject to Section 13, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the expiration of the transaction.

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement may disclose the material terms of this Contract to the extent so required, but shall promptly notify the other party, prior to disclosure, and shall cooperate (consistent with the disclosing party's legal obligations) with the other party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other party.

- 15.11. The parties may agree to dispute resolution procedures in Special Provisions attached to the Base Contract or in a Transaction Confirmation executed in writing by both parties
- 15.12. Any original executed Base Contract, Transaction Confirmation or other related document may be digitally copied, photocopied, or stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement, if introduced as evidence on paper, the Transaction Confirmation, if introduced as evidence in automated facsimile form, the recording, if introduced as evidence in its original form, and all computer records of the foregoing, if introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative proceedings will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall object to the admissibility of the recording, the Transaction Confirmation, or the Imaged Agreement on the basis that such were not originated or maintained in documentary form. However, nothing herein shall be construed as a waiver of any other objection to the admissibility of such evidence.

**DISCLAIMER:** The purposes of this Contract are to facilitate trade, avoid misunderstandings and make more definite the terms of contracts of purchase and sale of natural gas. Further, NAESB does not mandate the use of this Contract by any party. **NAESB DISCLAIMS AND EXCLUDES, AND ANY USER OF THIS CONTRACT ACKNOWLEDGES AND AGREES TO NAESB'S DISCLAIMER OF, ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT NAESB KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. EACH USER OF THIS CONTRACT ALSO AGREES THAT UNDER NO CIRCUMSTANCES WILL NAESB BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THIS CONTRACT.**



TRANSACTION CONFIRMATION  
FOR IMMEDIATE DELIVERY

EXHIBIT A

Letterhead/Logo	Date: _____, _____ Transaction Confirmation #: _____			
This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.				
<b>SELLER:</b> _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____	<b>BUYER:</b> _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____			
Contract Price: \$ _____ /MMBtu or _____				
Delivery Period: Begin: _____, _____ End: _____, _____				
<b>Performance Obligation and Contract Quantity: (Select One)</b>  <table style="width: 100%;"> <tr> <td style="width: 33%; vertical-align: top;"> <b>Firm (Fixed Quantity):</b>            _____ MMBtus/day  <input type="checkbox"/> EFP         </td> <td style="width: 33%; vertical-align: top;"> <b>Firm (Variable Quantity):</b>            _____ MMBtus/day Minimum            _____ MMBtus/day Maximum            subject to Section 4.2. at election of  <input type="checkbox"/> Buyer or <input type="checkbox"/> Seller         </td> <td style="width: 33%; vertical-align: top;"> <b>Interruptible:</b>            Up to _____ MMBtus/day         </td> </tr> </table>		<b>Firm (Fixed Quantity):</b> _____ MMBtus/day <input type="checkbox"/> EFP	<b>Firm (Variable Quantity):</b> _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2. at election of <input type="checkbox"/> Buyer or <input type="checkbox"/> Seller	<b>Interruptible:</b> Up to _____ MMBtus/day
<b>Firm (Fixed Quantity):</b> _____ MMBtus/day <input type="checkbox"/> EFP	<b>Firm (Variable Quantity):</b> _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2. at election of <input type="checkbox"/> Buyer or <input type="checkbox"/> Seller	<b>Interruptible:</b> Up to _____ MMBtus/day		
<b>Delivery Point(s):</b> _____ (If a pooling point is used, list a specific geographic and pipeline location):				
<b>Special Conditions:</b>				
Seller: _____ By: _____ Title: _____ Date: _____	Buyer: _____ By: _____ Title: _____ Date: _____			

TRANSACTION CONFIRMATION  
FOR IMMEDIATE DELIVERY

	Date: _____, 2022 Transaction Confirmation #: MBTA001-TC01			
This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____. The terms of this Transaction Confirmation are binding upon execution by the parties.				
<b>SELLER:</b> Morongo Basin Transit Authority  Attn: Cheri Holsclaw Phone: 760-366-2986	<b>BUYER:</b> Clean Energy Renewable Fuels, LLC  Attn: Jen Komonchak Phone: 949-437-1251 Base Contract No. MBTA001			
<b>Contract Price:</b> <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="padding: 2px;"><b>Contract Price (\$/MMBtu)</b></td></tr><tr><td style="padding: 2px;">The “Contract Price” (per MMBtu) means the First of the Month Index Price for Monthly Deliveries at the Delivery Point as published by the McGraw-Hill Companies, or any successor-in-interest thereto, in the Platt publication, <i>Inside FERC Gas Market Report</i>, first of month publication, under the table “Market Center Spot Prices”, for the delivery Month under the column “Index”, under the table “South Louisiana”, in the row labeled “Henry Hub”.</td></tr></table>		<b>Contract Price (\$/MMBtu)</b>	The “Contract Price” (per MMBtu) means the First of the Month Index Price for Monthly Deliveries at the Delivery Point as published by the McGraw-Hill Companies, or any successor-in-interest thereto, in the Platt publication, <i>Inside FERC Gas Market Report</i> , first of month publication, under the table “Market Center Spot Prices”, for the delivery Month under the column “Index”, under the table “South Louisiana”, in the row labeled “Henry Hub”.	
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<b>Delivery Period:</b> The Delivery Period shall commence on the first (1 <sup>st</sup> ) day of the Delivery Period of Transaction Confirmation # MBTA001-TC02, between the parties and dated _____, and shall end on the last day of the Delivery Period of Transaction Confirmation # MBTA001-TC02, by and between Buyer and Seller.				
<b>Performance Obligation and Contract Quantity: (Select One)</b> <table style="width: 100%;"><tr><td style="width: 33%; vertical-align: top; padding: 5px;"><b>Firm (Fixed Quantity):</b> _____ MMBtus/day  <input type="checkbox"/> EFP</td><td style="width: 33%; vertical-align: top; padding: 5px;"><b>Firm (Variable Quantity):</b> 0 MMBtus/day Minimum  51 MMBtus/day Maximum</td><td style="width: 33%; vertical-align: top; padding: 5px;"><b>Interruptible:</b> Up to _____ MMBtus/day.</td></tr></table>		<b>Firm (Fixed Quantity):</b> _____ MMBtus/day  <input type="checkbox"/> EFP	<b>Firm (Variable Quantity):</b> 0 MMBtus/day Minimum  51 MMBtus/day Maximum	<b>Interruptible:</b> Up to _____ MMBtus/day.
<b>Firm (Fixed Quantity):</b> _____ MMBtus/day  <input type="checkbox"/> EFP	<b>Firm (Variable Quantity):</b> 0 MMBtus/day Minimum  51 MMBtus/day Maximum	<b>Interruptible:</b> Up to _____ MMBtus/day.		
<u>Performance Obligation:</u> During every month of the Delivery Period of this Transaction Confirmation, Buyer will purchase, and Seller will be obligated to sell, Gas in identical corresponding volumes to Seller’s purchases of Biogas (as defined in Transaction Confirmation # MBTA001-TC02) from Buyer under Transaction Confirmation # MBTA001-TC02 during such month.				
<b>Delivery Point:</b> The Delivery Point shall be Seller’s Southern California Gas Company (“SoCalGas”) meter interconnect at Seller’s California compressed natural gas (“CNG”) station listed in <u>Exhibit A</u> , which is attached				

Contract ID# 4436

hereto and incorporated herein by reference, at which point title to the Gas sold by Seller to Buyer under this Transaction Confirmation will transfer from Seller to Buyer.

**Special Conditions:**

*1. Hierarchy and Governing Law.* In the event of any inconsistency between the Base Contract and this Transaction Confirmation, this Transaction Confirmation shall govern.

**Seller: Morongo Basin Transit Authority**

By: \_\_\_\_\_

Name: Cheri Holsclaw

Title: General Manager

Date: \_\_\_\_\_

**Buyer: Clean Energy Renewable Fuels, LLC**

By: \_\_\_\_\_

Name: J. Nathan Jensen

Title: SVP, Renewable Fuels & CLO

Date: \_\_\_\_\_

**Exhibit A**

<b>CNG Station Location</b>		
<b>Street Address</b>	<b>City and State</b>	<b>Local Distribution Channel</b>
6994 Bullion Ave	Twentynine Palms, CA	SoCalGas
62405 Verbena Rd	Joshua Tree, CA	SoCalGas

TRANSACTION CONFIRMATION  
FOR IMMEDIATE DELIVERY

	Date: _____, 2022 Transaction Confirmation #: MBTA001-TC02			
This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____. The terms of this Transaction Confirmation are binding upon execution by the parties.				
<b>SELLER:</b> Clean Energy Renewable Fuels, LLC  Attn: Jen Komonchak Phone: 949-437-1251 Base Contract No. MBTA001	<b>BUYER:</b> Morongo Basin Transit Authority  Attn: Cheri Holsclaw Phone: 760-366-2986			
<b>Contract Price:</b> <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="padding: 5px;"><b>Contract Price (\$/MMBtu)</b></td></tr><tr><td style="padding: 10px;">The “<b>Contract Price</b>” (per MMBtu) means the First of the Month Index Price for Monthly Deliveries at the Delivery Point as published by the McGraw-Hill Companies, or any successor-in-interest thereto, in the Platt publication, <i>Inside FERC Gas Market Report</i>, first of month publication, under the table “Market Center Spot Prices”, for the delivery Month under the column “Index”, under the table “South Louisiana”, in the row labeled “Henry Hub”.</td></tr></table>		<b>Contract Price (\$/MMBtu)</b>	The “ <b>Contract Price</b> ” (per MMBtu) means the First of the Month Index Price for Monthly Deliveries at the Delivery Point as published by the McGraw-Hill Companies, or any successor-in-interest thereto, in the Platt publication, <i>Inside FERC Gas Market Report</i> , first of month publication, under the table “Market Center Spot Prices”, for the delivery Month under the column “Index”, under the table “South Louisiana”, in the row labeled “Henry Hub”.	
<b>Contract Price (\$/MMBtu)</b>				
The “ <b>Contract Price</b> ” (per MMBtu) means the First of the Month Index Price for Monthly Deliveries at the Delivery Point as published by the McGraw-Hill Companies, or any successor-in-interest thereto, in the Platt publication, <i>Inside FERC Gas Market Report</i> , first of month publication, under the table “Market Center Spot Prices”, for the delivery Month under the column “Index”, under the table “South Louisiana”, in the row labeled “Henry Hub”.				
<p><b>Delivery Period:</b> The initial Delivery Period shall begin on the Start Date (as defined below) and end on the five (5) year anniversary of the Start Date. Thereafter, the Delivery Period shall automatically renew for consecutive one (1) year terms (each a “renewal Delivery Period”) until either party provides the other with a written notice of termination at least ninety (90) days prior to the applicable renewal date. The initial Delivery Period and any renewal Delivery Period shall be collectively referred to as the “Delivery Period”.</p> <p>The “<u>Start Date</u>” shall be (a) within forty-five (45) days following the day this Transaction Confirmation is executed by Seller and Buyer, and (b) reasonably determined by Seller and stated in a written notice (email to suffice) provided by Seller to Buyer at least five (5) days in advance.</p>				
<b>Performance Obligation and Contract Quantity: (Select One)</b> <table style="width: 100%;"><tr><td style="width: 33%; vertical-align: top;"><b>Firm (Fixed Quantity):</b> _____ MMBtus/day  <input type="checkbox"/> EFP</td><td style="width: 33%; vertical-align: top;"><b>Firm (Variable Quantity):</b> 0 MMBtus/day Minimum  51 MMBtus/day Maximum (“<b>Max Daily Quantity</b>”)</td><td style="width: 33%; vertical-align: top;"><b>Interruptible:</b> Up to _____ MMBtus/day.</td></tr></table>		<b>Firm (Fixed Quantity):</b> _____ MMBtus/day  <input type="checkbox"/> EFP	<b>Firm (Variable Quantity):</b> 0 MMBtus/day Minimum  51 MMBtus/day Maximum (“ <b>Max Daily Quantity</b> ”)	<b>Interruptible:</b> Up to _____ MMBtus/day.
<b>Firm (Fixed Quantity):</b> _____ MMBtus/day  <input type="checkbox"/> EFP	<b>Firm (Variable Quantity):</b> 0 MMBtus/day Minimum  51 MMBtus/day Maximum (“ <b>Max Daily Quantity</b> ”)	<b>Interruptible:</b> Up to _____ MMBtus/day.		
<u>Performance Obligation:</u> During each month of the Delivery Period of this Transaction Confirmation, Seller will deliver to Buyer, and Buyer will purchase, Biogas in identical corresponding volumes to Seller’s purchases of				

Conventional Gas (as defined below) from Buyer under Transaction Confirmation # MBTA001-TC01 (between the parties and dated \_\_\_\_\_) during such month.

The Variable Quantity shall be made up of Biogas. Buyer acknowledges that the delivered quantities of Biogas will fluctuate and agrees to receive all Biogas, up to the Max Daily Quantity. Seller shall be the exclusive provider of Biogas to Buyer at the Delivery Point during the Delivery Period.

Subject to the terms of this Transaction Confirmation and the Max Daily Quantity described above, during each consecutive six (6) month period beginning on the first day of the Delivery Period and ending on the last day of the Delivery Period, and as long as such six (6) month period does not contain a Missed Month (as defined below), Seller shall use reasonable efforts to provide an amount of Biogas to the Delivery Point which is equal to one-hundred percent (100%) of Buyer's Gas Quantity (as defined below) for the applicable rolling six (6) month period (the "**Minimum Commitment**"). "**Buyer's Gas Quantity**" means the total amount of natural gas provided to the Station (as defined below) based on the invoices (which are related to the Delivery Point and the applicable rolling six (6) month period) Buyer receives from the natural gas utility (and provides to Seller pursuant to Section 2(a) below) but limited to such portion of the gas which is deemed to have been actually consumed as a Vehicle Fuel (as determined in accordance with Seller's LCFS and RFS compliance protocol).

Beginning on the one (1) year anniversary of the first day of the Delivery Period, Buyer may, as its sole and exclusive remedy for any failure by Seller to comply with the Minimum Commitment described above, terminate this Transaction Confirmation upon written notice, with the termination date determined as described in the following sentence, in the event that over any consecutive six (6) month period, as long as such six (6) month period does not contain a Missed Month, the total volume of Biogas sold by Seller to Buyer hereunder is less than the lesser of: (a) one-hundred percent (100%) of Buyer's Gas Quantity during such six (6) month period; and (b) the Max Daily Quantity, referenced above, multiplied by the number of days in the applicable six (6) month period. The termination date will be the first day after the end of the LCFS reporting calendar quarter in which the written termination notice was received by Seller. Seller will provide a written notice to Buyer which indicates the termination date.

**Buyer Minimum:**

Subject to the Max Daily Quantity described above, on a calendar quarter (prorated for partial calendar quarters) basis, the Buyer Gas Amount (as defined below) shall not be less than an average of 25 MMBtus per calendar day during the calendar quarter (the "**Buyer Minimum Commitment**"). In the event Buyer fails to comply with the Buyer Minimum Commitment, notwithstanding anything to the contrary in this Transaction Confirmation, but subject to Section 2(a) below under Special Conditions for a Missed Month, commencing on the first day of the calendar quarter in which Buyer failed to meet the Buyer Minimum Commitment and continuing for the remainder of the Delivery Period, all Gas supplied to the Stations may be deemed by Seller to be RNG with a CI number of 48 (regardless of the actual CI number for Biogas supplied) and Seller's Payment (as defined in **Exhibit B**, Payment Schedule, which is attached hereto and incorporated by reference herein) shall be adjusted by Seller based on this CI number of 48. As used in the paragraph, "**Buyer Gas Amount**" means the total amount of natural gas provided to the Stations (to be determined based on the invoices (which are related to the Delivery Points and the applicable calendar quarter) Buyer receives (and provides to Seller pursuant to Section 2(a) below) from the natural gas utility but limited to such portion of the gas which is deemed to have been actually consumed as a Vehicle Fuel (as determined in accordance with Seller's LCFS and RFS compliance protocol).

**Delivery Point:** The Delivery Point shall be Buyer's Southern California Gas Company ("SoCalGas") meter interconnect at Buyer's California compressed natural gas ("**CNG**") station listed in Exhibit A ("**Station**"), which is attached hereto and incorporated herein by reference.

**Definitions:**

**“Advanced Biofuel”** means a renewable fuel as set forth in the EPA RFS program (40 C.F.R. § 80.1401 (2012)), other than ethanol derived from corn starch, and which must achieve a Lifecycle Greenhouse Gas Emission displacement of fifty percent (50%) compared to the baseline Lifecycle Greenhouse Gas Emissions.

**“Alternative Fuel”** means any transportation fuel that is not California reformulated gasoline or a diesel fuel, including but not limited to, those fuels specified in the California Low Carbon Fuel Standard (Cal. Code Regs. tit. 17, § 95480.1(a)(12) (2010)).

**“Blue Gas LCFS Credits”** means LCFS Credits which are generated by Seller when Conventional Gas is dispensed from the Station as a Blue Gas Vehicle Fuel.

**“Blue Gas Vehicle Fuel”** means CNG derived from Conventional Gas and used in transportation vehicles.

**“Biogas”** or **“RNG”** means pipeline quality Gas derived from the decomposition of organic matter that meets the EPA RFS eligibility requirements as either an Advanced Biofuel or Cellulosic Biofuel.

**“CARB”** means the California Air Resources Board or its successor agency and policies established under the California Low Carbon Fuel Standard Regulation, (Cal. Code Regs. tit. 17, §§ 95480 – 90 (2010).), (collectively, the **“LCFS”**) applying to any transportation fuel that is sold, supplied, or offered for sale in California.

**“Cellulosic Biofuel”** means a renewable fuel derived from any cellulose, hemi-cellulose or lignin that has lifecycle greenhouse gas emissions that are at least sixty percent (60%) less than the Baseline Lifecycle Greenhouse Gas emissions (as set forth in the EPA RFS program (40 C.F.R. § 80.1401 (2012))).

**“CI”** or **“Carbon Intensity”** means the quantity of life cycle greenhouse gas emissions, per unit of fuel energy, expressed in grams of carbon dioxide equivalent per megajoule (gCO<sub>2</sub>e/ML) as defined in the LCFS (as amended or replaced with a subsequent program).

**“Conventional Gas”** means Gas other than Biogas.

**“Disqualified Biogas”** means Gas that was initially determined by the parties upon delivery to be Biogas but subsequently becomes disqualified as Biogas by not satisfying the requirements of the EPA Renewable Fuels Standard or the CARB LCFS.

**“EPA”** means the United States Environmental Protection Agency.

**“EPA Renewable Fuels Standard”** or **“EPA RFS”** means the renewable energy program and policies established by the Environmental Protection Agency and published on March 26, 2010 (at 75 Fed. Reg. 14670) and which became effective on July 1, 2010.

**“First Fuel Reporting Entity”** means the first entity responsible for reporting in the LRT-CBTS (LCFS reporting tool-credit and banking transfer system) for a given amount of fuel. This is the entity that initially holds the status as the fuel reporting entity and the credit or deficit generator but may transfer either status pursuant to sections 95483 or 95483.1.

**“Green Attributes”** means any and all attributes, including Lifecycle Greenhouse Gas Emissions, associated with the production, sale and use of Biogas as an Advanced Biofuel, Cellulosic Biofuel, low carbon fuel or Alternative Fuel as necessary to generate or claim applicable CARB LCFS Credits and EPA RINs.

**“Greenhouse Gas”** means carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide (N<sub>2</sub>O), hydrofluorocarbons,

perfluorocarbons, sulphur hexafluoride, or any other substance or combination of substances that may become regulated or designated as Greenhouse Gases under any federal, state or local law or regulation, or any emission reduction registry, trading system, or reporting or reduction program for Greenhouse Gas emission reductions that is established, certified, maintained, or recognized by any international, governmental (including U.N., federal, state, or local agencies), or non-governmental agency from time to time, in each case measured in increments of one metric tonne of carbon dioxide equivalent.

**“Governmental Authority”** means any federal, state, local, or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority. Governmental Authority includes, without limitation, the EPA, CARB and the California Public Utilities Commission or its successor agency.

**“Incremental LCFS Credits”** means the number of LCFS Credits generated from the use of Biogas Vehicle Fuel that exceed the number of LCFS Credits (if any) that would have been generated using the lesser of: (a) the CI of the default CNG pathway used for Conventional Gas; or (b) the compliance curve set by CARB: “Benchmarks for Diesel Fuel and Fuels used as a Substitute for Diesel Fuel” (as defined from time to time in Title 17 of the California Code of Regulations for the Low Carbon Fuel Standard).

**“Lifecycle Greenhouse Gas Emissions”** means the aggregate quantity of Greenhouse Gas emissions (including direct emissions and significant indirect emissions from land use changes), as determined by the EPA RFS or CARB, related to the full fuel lifecycle, including all stages of fuel and feedstock production and distribution, from feedstock generation or extraction through the distribution and delivery and use of the finished fuel to the ultimate consumer, where the mass values for all greenhouse gases are adjusted to account for their relative global warming potential.

**“LCFS Account”** means an account containing an entity’s LCFS Credits, established and maintained in accordance with the LCFS.

**“Low Carbon Fuel Standard Credits”** or **“LCFS Credits”** shall mean credits generated and traded under the California Air Resources Board Low Carbon Fuel Standard, with each credit equal to one metric tonne of Carbon Dioxide reductions as compared to the baseline CO<sub>2</sub> emissions under the Low Carbon Fuel Standard.

**“LCFS Credits Resale Price”** shall be calculated by reference to the volume weighted average price of all LCFS Credits of the same annual and quarterly vintage realized by Seller within the same calendar quarter.

**“LRT”** means the reporting tool established in accordance with LCFS and required by CARB to submit annual compliance and quarterly progress reports and track LCFS Credits.

**“Renewable Identification Number”** or **“RIN”** is a number generated to represent a volume of renewable fuel as set forth in Regulation of Fuels and Fuel Additives: Changes to Renewable Fuel Standard Program, 75 Fed. Reg. 16484 (March 26, 2010) (codified at 40 C.F.R. § 80.1425 (2011); 40 C.F.R. § 80.1426 (2012).).

**“RIN Resale Price”** shall be calculated by reference to the volume weighted average price of all RINs which is realized by Seller that were generated within the same calendar month.

**“Vehicle Fuel”** means CNG or liquefied natural gas (LNG) derived from Gas and used in transportation vehicles.

**Special Conditions:**

*1. Representations.*



(a) Buyer represents that it shall process all Biogas purchased from Seller hereunder into Vehicle Fuel which shall be distributed as Vehicle Fuel through Buyer's Station.

(b) When applicable, Buyer represents that it is not aware of any reason that would cause the Blue Gas LCFS Credits not to comply with the LCFS.

2. *Records and Documentation Related to Biogas and RIN and LCFS Credits Creation.*

(a) Buyer shall provide Seller with a copy of its natural gas invoices related to the Delivery Point for the prior month (when such prior month is during the term of this Transaction Confirmation) between the 10<sup>th</sup> and 20<sup>th</sup> day of each month.

Notwithstanding anything to the contrary in this Transaction Confirmation, including without limitation, the terms in the "Performance Obligation and Contract Quantity" Section above, in the event Seller does not receive the invoice within the time period identified above, Seller shall: (1) not have any obligation to Buyer to make any payment to Buyer (including, without limitation, the Seller's Payment) which relates to the month in which it did not receive a corresponding natural gas invoice (the "Missed Month"); (2) not have any obligation to supply Biogas during the Missed Month, and therefore, shall not generate any credits (neither RINs nor LCFS Credits); and (3) treat such Missed Month as if Seller, sold and Buyer, purchased 0 MMBtus of Biogas during such month and such treatment shall not be considered a breach of any of the obligations of Seller pursuant to this Transaction Confirmation. In the event there are three (3) consecutive Missed Months, Seller may terminate this Transaction Confirmation, based on Buyer's default, upon a written notice to Buyer which shall specify the effective date of termination.

This obligation to provide the relevant invoice(s) shall survive the termination or expiration of this Transaction Confirmation until the last day of the full calendar month following the month in which this Transaction Confirmation expired or terminated. Buyer shall maintain all records relevant to the purchase of Biogas from Seller and use of such Biogas as a Vehicle Fuel in accordance with the requirements of the CARB for the creation and sale of LCFS Credits.

(b) Seller shall maintain records relevant to the production and purchase and sale of Biogas and transportation and distribution of the Biogas purchased hereunder as a Vehicle Fuel as it applies to the creation and sale of LCFS Credits in accordance with the requirements of CARB.

(c) Buyer shall provide reasonable cooperation to Seller with respect to the requirements for the generation of RINS under the EPA RFS including, without limitation, by signing periodic attestations regarding the use of the Biogas sold hereunder as a Vehicle Fuel. Further, on at least a quarterly basis, and at any other time requested by Seller, Buyer shall provide Seller with attestations executed by an authorized officer of Buyer which indicate that the volume of Conventional Gas and Biogas (as applicable) delivered to the Station is consumed as a Vehicle Fuel. Buyer shall provide Seller with such attestations no later than thirty (30) days after Seller's written request.

3. *Hierarchy and Governing Law.*

In the event of any inconsistency between the Base Contract and this Transaction Confirmation, this Transaction Confirmation shall govern. The law governing the Base Contract shall apply to this Transaction Confirmation, except to the extent that the EPA RFS and CARB Low Carbon Fuels Standard, together with regulations and decisions promulgated thereunder, are applicable to the purchase and sale of Biogas.

4. *CARB LCFS Fuel Reporting Entity Status.*

Pursuant to the California Code of Regulations for the Low Carbon Fuel Standard, Seller will retain the Low Carbon Fuel Standard (LCFS) First Fuel Reporting Entity status as set forth in Title 17, California Code of Regulations in § 95483 with respect to all Biogas sold by Seller to Buyer hereunder (the "Purchased Biogas").

Buyer will elect to not be the First Fuel Reporting Entity for Conventional Gas (referred to as "Fossil CNG" in the California Code of Regulations in §§ 95483) as set forth in Title 17, California Code of Regulations in § 95483, and designates Seller as the First Fuel Reporting Entity for Conventional Gas under the California Air Resources Board as set forth in Title 17, California Code of Regulations § 95480.3 with respect to all Conventional Gas purchased by Buyer at the Delivery Point during the Delivery Period (the "Purchased Conventional Gas").

Buyer and Seller agree that: (A) for Conventional Gas, the original First Fuel Reporting Entity (Buyer) per subsections (1)(A) through (1)(E) will not generate credits or deficits in the LCFS and will instead provide the amount of fuel dispensed, and other required information pursuant to sections 95483.2(b)(8), 95491 and 95491.1, to the contractually designated entity (Seller) for the purpose of LCFS reporting and credit or deficit generation; and (B) the contractually designated entity (Seller) accepts all LCFS responsibilities as the First Fuel Reporting Entity for Conventional Gas and as a credit or deficit generator, as applicable.

Any deficits generated based on Seller's status as the First Fuel Reporting Entity for the Purchased Biogas or the Purchased Conventional Gas shall be deemed to be Buyer's sole financial responsibility; and therefore, in the event any deficits are generated based on Seller's status as the First Fuel Reporting Entity for the Purchased Biogas or the Purchased Conventional Gas, notwithstanding anything to the contrary in this Transaction Confirmation or the Base Contract, Seller may: (1) offset any deficits with Incremental LCFS Credits or other LCFS Credits generated by Seller based on the Purchased Biogas and Purchased Conventional Gas (if any), a portion or all of which would have been paid to Buyer pursuant to the Seller's Payment; and/or (2) purchase LCFS Credits equal to the deficit with Buyer being financial responsible (Seller will invoice Buyer) for all costs incurred by Seller to purchase such LCFS Credits (including, without limitation, the price per LCFS Credit paid by Seller to the applicable third party credit seller multiplied by the number of LCFS Credits that need to be purchased to satisfy the deficit); and/or (3) invoice Buyer for all amounts (including, without limitation, any attorney's fees or broker fees) Seller incurred based on such deficit(s). Buyer shall remit payment to Seller within fifteen (15) days of its receipt of a Seller invoice pursuant to this Section. Buyer shall be deemed to have received an invoice from Seller three (3) days after the invoice is sent to Buyer.

#### *5. LCFS Credit and RIN Sales.*

(a) Seller shall remit payments to Buyer as described in this Transaction Confirmation and **Exhibit B**, Payment Schedule.

(b) Buyer acknowledges that Seller and/or its affiliates will act as a principal with respect to their own LCFS Credits and/or as an agent with respect to LCFS Credits generated and/or sold hereunder and Buyer hereby waives any claim against Seller and/or its affiliates based on any conflict of interest or alleged conflict of interest of Seller and/or its affiliates with respect to the manner, price or terms of the sale of any of the LCFS Credits generated and/or sold hereunder. Seller and /or its affiliates and control persons shall owe no fiduciary obligation to Buyer with respect to the LCFS Credits generated and sold. Seller and its affiliate's sole obligation with respect to the sale of LCFS Credits generated and/or sold in this transaction shall be to use commercially reasonable efforts to sell such credits alongside other LCFS Credits that Seller and/or its affiliates may market or sell based on the calendar quarter in which such credits are generated.

(c) Buyer acknowledges that Seller and/or its affiliates will act as a principal with respect to their own RINs and/or as an agent with respect to RINs generated and/or sold hereunder and Buyer hereby waives any claim against Seller and/or its affiliates based on any conflict of interest or alleged conflict of interest of Seller and/or its affiliates with respect to the manner, price or terms of the sale of any of the RINs generated and/or sold hereunder. Seller and /or its affiliates and control persons shall owe no fiduciary obligation to Buyer with respect to the RINs generated and sold. Seller and its affiliate's sole obligation with respect to the sale of RINs generated and/or sold in this transaction shall be to use commercially reasonable efforts to sell such credits alongside other RINs that Seller and/or its affiliates may market or sell based on the calendar month in which such credits are generated.

6. *Consultant Support.*

Buyer and Seller shall work with Seller's consultant and/or RIN quality assurance plan (QAP) provider to ensure that it has created documentation necessary for Biogas and RIN creation in compliance with EPA requirements and LCFS Credit creation in compliance with CARB requirements.

7. *Regulatory Hinderance.*

In the event that: (a) the RFS and/or LCFS are materially modified, repealed, stayed, enjoined, or end prior to the end of the Delivery Period; or (b) a regulatory change (1) makes the sale of the Biogas and conversion thereto into vehicle fuel and the coincident generation of RINs and/or LCFS Credits illegal or impossible, or (2) hinders Seller's performance of its obligations under this Transaction Confirmation; (each event shall be referred to as a "**Regulatory Hinderance**"), then Buyer and Seller shall work together to renegotiate the affected terms of this Transaction Confirmation. If Buyer and Seller do not agree on an amendment to the Transaction Confirmation within sixty (60) days from the date the Seller initiated renegotiation, then either Buyer or Seller shall have the right to terminate the Transaction Confirmation. In the event of termination, the process described in Section 10.3 of the Base Contract shall be followed except that (y) references therein to the "Defaulting Party" and to the "Non-Defaulting Party" will be deemed references to Buyer and to Seller, respectively, and (z) no early termination damages will apply to the termination, and therefore, the process described in "Early Termination Damages Do Not Apply" in Section 10.3.1 of the Base Contract shall be followed. As used herein, "**Biogas Supply Source**" means a third party who sells Biogas to Seller which Seller sells to Buyer hereunder.

8. *Environmental Attributes and Alternative Fuel Credit*

Buyer is not entitled to any RINS, LCFS Credits generated from Biogas provided under this Transaction Confirmation, or other environmental attributes that may be attributed to or generated from the Biogas delivered under this Transaction Confirmation other than as specifically stated herein. Seller's retention and/or sale of RINS and/or LCFS Credits generated from the Biogas delivered under this Transaction Confirmation shall not limit Buyer's ability to report the purchase of Biogas and applicable reductions in greenhouse gases or emissions directly associated with the use of Biogas in its transportation fleet. Seller represents and warrants that no other entity is entitled to claim the reductions in greenhouse gases or emissions directly associated with the use of the Biogas provided hereunder as a transportation fuel other than Buyer.

As between the parties, to the extent available, Buyer shall be solely entitled to claim 100% of the federal Alternative Fuel Credit (defined below) revenue as allowed or may be allowed under Sections 6426 and 6427 of the Internal Revenue Code of 1986 ("Alternative Fuel Credit"), as may be amended, for each gasoline gallon equivalent of Conventional Gas or Biogas dispensed from the Station. The parties agree that Buyer will be considered the "Alternative Fueler" as defined in Proposed Treasury Regulation Section 48-6426-1 and is responsible for remitting any federal or state fuel taxes, if any, imposed on the subsequent sale or use of such fuel.

9. *Adjustment for Disqualified Biogas*

In addition to other remedies available under the Base Contract and hereunder, if Gas sold by Seller and purchased by Buyer hereunder originally deemed to be Biogas becomes classified as Disqualified Biogas and such disqualification did not occur based on an act or omission of Seller, Seller will be entitled to a refund of any payment made to Buyer which is related to such Gas. This obligation shall survive the termination or expiration of this Transaction Confirmation.

10. *Failure to Produce Vehicle Fuel*

In addition to all other remedies under the Base Contract and hereunder, if Gas sold by Seller and purchased by Buyer hereunder originally deemed to be Biogas is not processed into a Vehicle Fuel, Seller will be entitled to a refund of any payment made to Buyer for the volume of Biogas that was not processed into a Vehicle Fuel. Further,

if any Purchased Conventional Gas is not processed into a Vehicle Fuel, Seller will be entitled to a refund of any payment made to Buyer which relates to the volume of Purchased Conventional Gas that was not processed into a Vehicle Fuel. This obligation shall survive the termination or expiration of this Transaction Confirmation.

*11. Further Assurances*

Each party will provide the other party such cooperation, additional documentation, certifications or other information as may be reasonably necessary to carry out the purposes of this Transaction Confirmation (including pursuant to any audit of this Transaction Confirmation by a Governmental Authority) and in order for title to the conveyed Green Attributes to vest in the Seller in connection with the purchase and sale of the Contract Quantity of Biogas.

*12. AB 32*

Effective January 2015, transportation fuel suppliers in California are subject to the Cap and Trade regulations under AB 32. AB 32 requires fuel suppliers to purchase compliance instruments if the total amount of greenhouse gas (GHG) emissions from fuel they supply in California exceeds 25,000 MTC02e per year. Seller will pass through any applicable AB 32 compliance costs for non-exempt gas purchased hereunder to Buyer.

Seller: **Clean Energy Renewable Fuels, LLC**

Buyer: **Morongo Basin Transit Authority**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: J. Nathan Jensen

Name: Cheri Holsclaw

Title: SVP, Renewable Fuels & CLO

Title: General Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

<b>CNG Station Location</b>		
<b>Street Address</b>	<b>City and State</b>	<b>Local Distribution Channel</b>
6994 Bullion Ave	Twentynine Palms, CA	SoCalGas
62405 Verbena Rd	Joshua Tree, CA	SoCalGas

## EXHIBIT B

### Payment Schedule

Calendar Year	RNG MMBtu	CI Number Used by Seller to Determine Payment to Buyer. (This CI Number is allocated at the gas meter for the determination of payment to Buyer regardless of the actual CI of the RNG supplied.)	LCFS Compliance Curve CI	Number of LCFS Credits generated per MMBtu of Conventional Gas ("Brown Gas Credit Generation Rate")	Number of Incremental LCFS Credits generated per RNG MMBtu based on corresponding CI number (as shown in this table) for such RNG ("LCFS Credit Generation Rate")	Buyer Percentage of LCFS Credit Generation Rate	Number of RINs generated per RNG MMBtu ("RIN Generation Rate")	Buyer Percentage of RIN Credit Generation Rate
2022	1	48.00 gCO <sub>2</sub> e/MJ	90.41	0.00205680	0.02973267	25%	11.727	8%
2023	1	48.00 gCO <sub>2</sub> e/MJ	89.15	0.00097648	0.02973267	25%	11.727	8%
2024	1	48.00 gCO <sub>2</sub> e/MJ	87.89	0.00000000	0.02962883	25%	11.727	8%
2025	1	48.00 gCO <sub>2</sub> e/MJ	86.64	0.00000000	0.02855709	25%	11.727	8%
2026	1	48.00 gCO <sub>2</sub> e/MJ	85.38	0.00000000	0.02747676	25%	11.727	8%

#### Terms and Conditions:

- (1) Within forty-five (45) days of Seller's receipt of payment for all RINs generated during the prior month, Seller will pay Buyer the "**RIN Payment**" which is described below:

[[applicable Calendar Year Buyer Percentage of RIN Credit Generation Rate as shown in the table above] x (11.727 x [(cumulative Gas MMBtus dispensed from the Stations (as determined in accordance with Seller's LCFS and RFS compliance protocol) during the applicable calendar month where such month is within the Delivery Period)] x [RIN Resale Price]]]

- (2) Within forty-five (45) days of Seller's receipt of payment for all LCFS Credits generated during the prior calendar quarter, Seller will pay Buyer the "**LCFS Payment**" which is described below:

- (i) [LCFS Credits Resale Price] x [(Brown Gas Credit Generation Rate) x (cumulative Gas MMBtus dispensed from the Stations (as determined in accordance with Seller's LCFS and RFS compliance protocol) during the applicable calendar quarter where such calendar quarter is within the Delivery Period)];

plus

- (ii) [LCFS Credits Resale Price] x [(applicable Calendar Year Buyer Percentage of LCFS Credit Generation Rate as shown in the table above) x ((applicable LCFS Credit Generation Rate) x ((cumulative Gas MMBtus dispensed from the Stations (as determined in accordance with Seller's LCFS and RFS compliance protocol) during the applicable calendar quarter where such calendar quarter is within the Delivery Period)))]].

- (3) The RIN Payment and the LCFS Payment shall collectively be referred to as the “**Seller Payment**” or “**Seller’s Payment**”. Specifically, and only, for the purposes of determining the Seller Payment, and subject to Buyer’s compliance with the Buyer Minimum Commitment and Section 2(a) of the Special Conditions, all Gas supplied to the Stations is deemed to be RNG with the applicable CI Number shown in the table above for the applicable calendar year. Buyer acknowledges and agrees that the CI for the actual Biogas supplied by Seller to Buyer pursuant to this Transaction Confirmation will vary over the Delivery Period, however, the CI number used to determine the Seller Payments will not vary from the applicable numbers described above unless Buyer does not comply with the Buyer Minimum Commitment or in the event of a Missed Month as described in Section 2(a) of the Special Conditions.
- (4) In the event CARB modifies the LCFS CI benchmarks for diesel during the term of this Transaction Confirmation, the numbers above shall be proportionally adjusted by Seller to maintain the economic intent of the parties as of the day they entered into this Transaction Confirmation. Upon the determination of such adjustment by Seller, Seller shall provide Buyer with a new table which upon Seller’s transmission of such updated table to Buyer shall be deemed to automatically supersede and replace the table above.
- (5) In the event the Delivery Period renews as described above, if the parties have not previously amended the table above to reflect the values applicable for such renewal Delivery Period, then the CI Number Used by Seller to Determine Payment to Buyer, the Buyer Percentage of LCFS Credit Generation Rate, and the Buyer Percentage of RIN Credit Generation Rate, (collectively, the “CI Number and Buyer Percentages”) for such renewal Delivery Period shall be equal to the corresponding CI Number and Buyer Percentages for calendar year 2026 as set forth in the table above; however, the LCFS Compliance Curve CI, the Brown Gas Credit Generation Rate, the LCFS Credit Generation Rate, and the RIN Generation Rate shall be based on information provided by CARB.

## **MBTA ACRONYM LIST**

CALACT	California Association for Coordinated Transportation
CALPERS	California Public Employees Retirement System
CALTIP	California Transit Insurance Pool
CALTRANS	California Department of Transportation'
CMAQ	Congestion Mitigation and Air Quality
CNG	Compressed Natural Gas
CTA	California Transit Association
DOT	Department of Transportation
FTA	Federal Transit Administration
LAIF	Local Agency Investment Fund
LCTOP	Low Carbon Transit Operations Program
LTF	Local Transportation Funding
MBTA	Morongo Basin Transit Authority
PTIMSEA	Passenger Transportation Improvement Modernization & Service Acct.
SBCTA	San Bernardino County Transportation Authority (SANBAG)
SGR	State of Good Repair
S RTP	Short Range Transit Plan
STA	State Transit Assistance
STIP	State Transportation Improvement Program
TAG	Transportation Assistance Grant Program
TREP	Transportation Reimbursement Escort Program
TSSDRA	Transit System Safety and Disaster Response Account
5309	Federal Transit Administration Capital Projects Grant Program
5310	Federal Transit Administration Grant Program for Elderly and Disabled
5311	Federal Transit Administration Rural Grant Program
5311f	Federal Transit Administration Intercity Bus Grant Program
5316	Job Access and Reverse Commute Grant Program
5339	Rural Discretionary Grant Program

## **MBTA ROUTES**

ROUTE 1	Highway Route Yucca Valley-Twenty-nine Palms
ROUTE 3A	Twenty-nine Palms-Base
ROUTE 3B	Twenty-nine Palms-Neighborhood
ROUTE 7A	North Yucca Valley
ROUTE 7B	South Yucca Valley
ROUTE 12	Palm Springs
ROUTE 15	Palm Springs Weekend
ROUTE 21	Landers
ROUTE 30 & 31	Yucca Valley Ready Ride
ROUTE 34	Twenty-nine Palms Ready Ride
ROUTE 36	Morongo Valley
ROUTE 50	Joshua Tree Ready Ride
ROUTE 1X	Highway Route Sunday Service