



TOWN OF PORTOLA VALLEY

7:00 PM – Special Town Council Meeting

Wednesday, September 28, 2011

The Sequoias, Hanson Hall

501 Portola Road, Portola Valley, CA 94028

Note: Special Meeting Time and Location

SPECIAL MEETING AGENDA

7:00 PM – CALL TO ORDER AND ROLL CALL

Vice Mayor Derwin, Mayor Driscoll, Councilmember Richards, Councilmember Toben, Councilmember Wengert

ORAL COMMUNICATIONS

Persons wishing to address the Town Council on any subject may do so now. Please note however, that the Council is not able to undertake extended discussion or action tonight on items not on the agenda.

- (1) **PRESENTATION** – Recognition of 30 year Anniversary of John “Skip” Struthers, Maintenance Coordinator (3)

CONSENT AGENDA

The following items listed on the Consent Agenda are considered routine and approved by one roll call motion. The Mayor or any member of the Town Council or of the public may request that any item listed under the Consent Agenda be removed and action taken separately.

- (2) **Approval of Minutes** – Regular Town Council Meeting of September 14, 2011 (4)

- (3) **Approval of Warrant List** – September 28, 2011 (13)

REGULAR AGENDA

- (4) **Recommendation by Sustainability & Resource Efficiency Coordinator** – Acceptance of Award and Master Services Agreement for Electric Vehicle Charging Stations at Town Center (26)

- (a) Enter into an Agreement with Coulomb Technologies for Acceptance of Award and Master Services Agreement for Electric Vehicle Charging Stations at Town Center

- (5) **Recommendation by Town Manager** – Approval of Agreement for Town Manager Executive Search Consultant (48)

- (a) Enter into an Agreement with Ralph Andersen and Associates for Town Manager Executive Search Services

COUNCIL, STAFF, COMMITTEE REPORTS AND RECOMMENDATIONS

- (6) **Discussion and Council Action** – Proposed letter to San Mateo County regarding the lower Alpine Road C-1 trail (57)

- (7) **Recommendation by Councilmember Toben and Town Attorney** – Response to 2010-2011 Grand Jury Report “County Officials Need to Make Noise about Aircraft Noise” dated July 6, 2011 (59)

- (8) **Reports from Commission and Committee Liaisons** (76)

There are no written materials for this item.

WRITTEN COMMUNICATIONS

- (9) **Town Council Weekly Digest** – September 16, 2011 (77)

- (10) **Town Council Weekly Digest** – September 23, 2011 (90)

ADJOURNMENT

ASSISTANCE FOR PEOPLE WITH DISABILITIES

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Town Clerk at (650) 851-1700. Notification 48 hours prior to the meeting will enable the Town to make reasonable arrangements to ensure accessibility to this meeting.

AVAILABILITY OF INFORMATION

Copies of all agenda reports and supporting data are available for viewing and inspection at Town Hall and at the Portola Valley Library located adjacent to Town Hall. In accordance with SB343, Town Council agenda materials, released less than 72 hours prior to the meeting, are available to the public at Town Hall, 765 Portola Road, Portola Valley, CA 94028.

SUBMITTAL OF AGENDA ITEMS

The deadline for submittal of agenda items is 12:00 Noon WEDNESDAY of the week prior to the meeting. By law no action can be taken on matters not listed on the printed agenda unless the Town Council determines that emergency action is required. Non-emergency matters brought up by the public under Communications may be referred to the administrative staff for appropriate action.

PUBLIC HEARINGS

Public Hearings provide the general public and interested parties an opportunity to provide testimony on these items. If you challenge any proposed action(s) in court, you may be limited to raising only issues you or someone else raised at the Public Hearing(s) described in this agenda, or in written correspondence delivered to the Town Council at, or prior to, the Public Hearing(s).

**PROCLAMATION OF THE MAYOR
HONORING JOHN “SKIP” STRUTHERS
FOR THIRTY YEARS OF OUTSTANDING SERVICE
TO THE TOWN OF PORTOLA VALLEY**

WHEREAS, Skip Struthers began his career with the Town of Portola Valley as a Sr. Maintenance Worker on September 30, 1981; and

WHEREAS, if you want to know where anything is on town property, always ask Skip. His knowledge of what makes the town function on a daily basis and sense of what is needed is superb; and

WHEREAS, in his early years with the town, Skip made sure to include his older children and father-in-law to help with on-going town maintenance and yard work; and

WHEREAS, Skip is known as a renaissance man with many talents, including gracing town onlookers with music and singing; and

WHEREAS, in the past 25 years Skip has befriended and shared his lunch with three generations of the same jay bird family, multiple squirrels and as of late a pregnant one who bore three babies, all of whom now live near the maintenance shed; and

WHEREAS, it is well known by certain town residents that Skip will do just about anything for a cookie; and

WHEREAS, the town has served as a refuge from his five female member household; and

WHEREAS, it's not enough that Skip unplugs toilets, performs ongoing street repairs and maintenance at Town Center but continues his work when he arrives home; and

WHEREAS, Skip embodies all the best qualities a good staff member should have, hardworking, punctual, friendly and honest; and

WHEREAS, if you ever want to be drawn in and hear a fascinating story of days gone by, ask Skip; and

WHEREAS, there is much more to the man that one is able to see over a period of time that makes him so special; and

WHEREAS, Skip has brought a lot of heart to the town and made it a better place for all to live, work and play

NOW, THEREFORE, I, Ted Driscoll, Mayor of the Town of Portola Valley, on behalf of the Council, staff, volunteers and people of the Town of Portola Valley, convey our most heartfelt congratulations and sincere thanks to Skip Struthers on achieving the milestone of providing thirty years of exceptional services to the Town and its residents.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Portola Valley to be affixed hereto this 28th day of September, 2011.

By: _____
Mayor

TOWN COUNCIL MEETING NO. 827 SEPTEMBER 14, 2011

Mayor Driscoll called the meeting to order at 7:30 p.m. and led the Pledge of Allegiance. Ms. Howard called the roll.

Present: Councilmembers John Richards, Steve Toben and Ann Wengert; Vice Mayor Maryann Derwin; Mayor Ted Driscoll

Absent: None

Others: Angela Howard, Town Manager
Sharon Hanlon, Town Clerk
Sandy Sloan, Town Attorney

ORAL COMMUNICATIONS

Resident Danna Breen, Alpine Road, asked for the Council's help in resolving a noise issue that is frustrating her and others – what she described as strident, loud and frequent bells now ringing at Corte Madera School. Jon Silver, Portola Road, echoed her sentiments about the bells – which he said are more like "ersatz train whistles" than bells – and also requested Council aid with the dealing with the increasing stench emanating from the West Bay Sanitary District pump station.

CONSENT AGENDA [7:40 p.m.]

- (1) Approval of Minutes – Regular Town Council Meeting of August 24, 2011
- (2) Approval of Minutes – Special Town Council Meeting of August 31, 2011
- (3) Approval of Warrant List – September 14, 2011 in the amount of \$398,793.81
- (4) Recommendation by Town Attorney – Response to the 2011 Grand Jury Report, "Running on Empty" dated June 27, 2011

By motion of Councilmember Wengert, seconded by Vice Mayor Derwin, the Consent Agenda was approved with the following roll call vote:

Aye: Councilmembers Richards, Toben, Wengert, Vice Mayor Derwin, Mayor Driscoll (except Items 1 and 2)

No: None

Abstain: Mayor Driscoll (Items 1 and 2)

REGULAR AGENDA

- (5) Recommendation by Town Manager – Proclamation to commemorate the 30th anniversary of Woodland School [7:41 p.m.]

Mayor Driscoll presented the proclamation to Anita Grossman, Director of Advancement for Woodland School. She thanked the Council.

- (6) Discussion and Council Action – Request for additional budget from Nancy Lund with the Portola Valley School District 150th Anniversary Celebration group [7:43 p.m.]

Ms. Howard said this item could be removed from the agenda. The PVSD will donate the additional funds requested.

- (7) Recommendation by Town Manager – Proposed revisions to the Traffic Committee charter [7:43 p.m.]

As indicated in her September 14, 2011 memorandum, Ms. Howard said, the Council received public input relevant to this topic at the June 8, 2011 meeting. The draft she presented has been distributed to a number of people, including current Traffic Committee members Christopher Buja and Sonia Martinez, as well as Police Commissioner Ed Davis, Public Works Director Howard Young and Mayor Driscoll.

With further feedback from the Council, Ms. Howard said that she'd finalize the draft charter and also give the Council a draft ordinance to repeal outdated sections in Chapter 10.08 of the Portola Valley municipal code (Section 10.08.080, which established the Traffic Committee, and Section 10.08.090, which outlined Traffic Committee duties).

As Mayor Driscoll pointed out, the interaction between bicyclists and motorists is one of the Town's most important traffic issues and perhaps hasn't received sufficient attention.

Councilmember Wengert said that it may be important to follow up on the idea of putting bicycles ahead of traffic in the committee name to re-energize the group, with a broader mission than it's had historically and that's more likely to attract community interest. In response to a question from Mayor Driscoll, she said that she favors the name "Bicycle, Pedestrian and Traffic Safety Committee." Councilmember Richards agreed, adding that the new name also represents a fresh start.

Vice Mayor Derwin said that in general, she agrees as well – provided that the Committee doesn't become a bicycle advocacy group. Councilmember Wengert concurred about the importance of having committee members represent as much diversity as possible. Ms. Howard said that she envisioned a process similar to that used in the Trails and Paths Committee reorganization to ensure that the new committee membership comprises a well-rounded balance of interests.

Councilmember Wengert read No. 6 in the Duties and Responsibilities section of the draft charter: "Promote safety through public education. Educate children and the general public in State law pertaining to bicycling and traffic safety practices." She said another aspect to consider is helping sponsor local events, such as seminars, to teach residents more about bike safety, particularly in traffic. She also said that she would move the safety element higher on the list.

When Mayor Driscoll asked whether her suggestion is already covered by No. 5, "Promote and support programs for traffic, bicycle, and pedestrian safety, such as the 'Safe Routes to School' program," Councilmember Wengert said that it may, but she wants to be sure the emphasis is on locally based programs generated specifically to provide education for the Portola Valley community at various levels of skill and/or expertise. Vice Mayor Derwin said that since the new committee will be working with the Safe Routes to School Coalition, it would be a good idea to spell that out somewhere in the charter. Councilmembers agreed to add the word "Coalition" to No. 5.

In No. 8, "Coordinate planning of Town bicycling facilities with surrounding communities and San Mateo County," Vice Mayor Derwin asked for clarification of the meaning of "bicycling facilities." Ms. Howard said it meant bike lanes. Councilmember Wengert inferred bike racks. Mayor Driscoll said that the point of this statement was to say that the new committee would work with other groups on bicycle matters. He mentioned a bicycle coalition in San Mateo County as an example. Councilmembers agreed that inserting "regional" before "planning" and changing "facilities" to "facilities and programs" would work.

George Comstock, Alamos Road, asked about pedestrian interaction with traffic – including bicycles. He recalled when his wife worked with the Traffic Committee in an attempt to lower the speed limit on the upper reach of Alpine Road to 20 mph, where the gentle slope is nice for walking. Mayor Driscoll responded that the charter seems to address that. Its objectives statement reads, "To foster a community for all users of the public roads. To advise the Town in ways and means for safer conditions regarding motor vehicles, bicycles, pedestrians and road conditions." Mayor Driscoll also noted that the use of bicycles on trails comes under the aegis of the Trails and Paths Committee; this new committee will focus on the interaction of the various users of streets and roads.

Andy Browne, Santa Maria Avenue, said that in a Town that prides itself on having no sidewalks, it's particularly important to pay attention to pedestrian safety.

Councilmember Wengert moved approval of the Bicycle, Pedestrian and Traffic Safety Committee charter, as amended. Seconded by Councilmember Toben, the motion carried 5-0.

Committee vacancy ads will be posted and publicized; Councilmember Wengert and Mayor Driscoll will interview candidates.

COUNCIL, STAFF, COMMITTEE REPORTS AND RECOMMENDATIONS

- (8) Discussion and Council Action – Request from the Nature and Science Committee to reserve athletic field at Town Center for radio-controlled flying [8:00 p.m.]

Mr. Comstock asked whether there are any questions, thoughts, reservations or suggestions concerning the Nature & Science Committee's September 2, 2011 memorandum requesting approval of radio-controlled flying on the Town Center athletic field.

Noting that no particular times are designated for use of the field for baseball, Mayor Driscoll said that there seems to be a naturally exclusive aspect to uses. In that context, he asked if it would be sufficient for pilots to use the field if it isn't otherwise occupied. Mr. Comstock gave three reasons why specially designated hours would be preferable:

- (1) For planning purposes; pilots wouldn't be packing up their equipment and bringing it to the field without being able to fly.
- (2) Pilots won't be showing up at the athletic field at all hours thinking that they will be able to fly.
- (3) The proposed hours (sunrise until 9:00 a.m.) span a time period when wind is less likely to be problematic to pilots. He said Recreational Facilities Coordinator Tony Macias told him that activities are never booked before 9:00 a.m.

Councilmember Richards said that to date, experience has suggested no problems with the radio-controlled flying, but since he also understands that some of the planes are loud, he asked how noise problems will be avoided. Mr. Comstock said that a permanent sign that posts rules and regulations would advise flyers regarding what they can and cannot do. He indicated that the sign is patterned after one posted at the popular Rancho San Antonio flying field on Cristo Rey Drive in Cupertino.

In terms of liability issues raised by Vice Mayor Derwin, Ms. Sloan said it shouldn't be any worse than with people just "doing their own thing" on the field. In fact, she said that it's probably helpful to have certain time periods specified. Also, Ms. Sloan pointed out, one of the conditions listed in the Nature & Science Committee's September 2, 2011 memorandum states that The Town will not be responsible for planes lost in the trees. In terms of liability, Mr. Comstock said that one of the conditions the Committee wants to put on the rules-and-regulations sign specifies membership in the AMA (Academy of Model Aeronautics), which comes with liability insurance.

Councilmember Toben asked whether the Town would have any exposure in the case of a pilot who falls out of a tree and breaks his neck trying to retrieve his aircraft. Ms. Sloan said that it would be no different than if anyone else fell out of a tree.

Vice Mayor Derwin asked about policing and enforcement of the rules. Mr. Comstock said that there would be some measure of self-policing by pilots, because they won't want to lose the privilege as a result of someone violating the rules. In response to her inquiry about how many pilots are expected to use the Town Center athletic field, Mr. Comstock provided some background behind the request for use of the field – to spark more interest in science and technology, particularly among young people (and their parents). In pushing its educational objective, he said the Committee is more worried about too little use of the field for flying rather than too much. Addressing a follow-up question from Councilmember Wengert, Mr. Comstock said that he didn't expect a significant number of pilots would switch from flying at the Cupertino field to come to Portola Valley.

Councilmember Toben, also trying to get a feel for the volume of use for radio-controlled flying, recalled some 200 people signing a petition to create a dog park. He said it clearly established interest, and he doesn't have a sense of such a level of interest among the flying community that it would justify an exclusive use. Mr. Comstock said that his intention is to create an environment for an organized activity, comparable to a practice session for a soccer or softball team.

As it stands today, Mayor Driscoll said, people could fly their model airplanes around the clock every day of the week. Ms. Sloan agreed, and beyond no such ban in Portola Valley, she said that to her knowledge, neither county nor state prohibitions would come into play either. Thus, Mayor Driscoll, deduced, this request effectively confines the use of the athletic field for flying model planes to specific times. He said, too, that there's the "build it and they will come" factor to consider. While he said he isn't opposed to the notion of what the Nature and Science Committee wants to do, he also said he wondered whether it wouldn't be something more appropriately handled by the schools, whether it warrants special designation by the Town, and whether – considering the fact that there's an ideal place to fly in Cupertino – it's needed. He also said that nothing prevents pilots from flying their planes at Corte Madera and Rossotti playing fields.

Mr. Silver thanked Mr. Comstock and the Nature and Science Committee for Flight Night in May 2011, a "fascinating, very good community event." He said that even though the Town Center athletic field might not have the ideal characteristics vis-à-vis the Rancho San Antonio facility, it would be great to encourage this activity at the Town Center.

Councilmember Richards suggested that posting the sign would be a good idea, without necessarily carving out specific timeframes.

Councilmember Wengert said that as a "trial balloon," the approach described in the request is reasonable. She also said that she can foresee an opportunity to work with the schools, pairing experienced flyers with students. Nature and Science Committee Chair Yvonne Tryce, Joaquin Road, pointed out that a Corte Madera School science teacher serves on the Committee, and she'll talk with her about the possibility of a tie-in with students. Vice Mayor Derwin suggested that if the school bus stops at Town Center, it could drop students off before school.

Mayor Driscoll suggested that the Town Council might want to agree to a six-month trial period to be reassessed in spring of 2012. Although Mr. Comstock campaigned for a daily schedule, Mayor Driscoll said he'd rather see it expand rather than shrink, so suggested specifying Tuesday, Thursday and Saturday flying times.

In addition to specifying days and times, Councilmember Toben said that the trial should include the posting of temporary signs to make it very clear that it's a trial period.

Councilmember Richards moved to approve a six-month trial specifying use of the Town Center athletic field for radio-controlled flying from sunrise until 9:00 a.m. on Tuesdays, Thursdays and Saturdays, with that information included on a temporary sign. Seconded by Vice Mayor Derwin, the motion carried 5-0.

- (9) Discussion and Council Action – Request from Yvonne Tryce for the Town to continue to sponsor a State Department of Fish and Game permit held in her name [8:35 p.m.]

In connection with her participation in the Nature and Science Committee, Ms. Tryce has held the State Department of Fish and Game permit in her name, as she has custody of a collection of nature artifacts. At a special Nature and Science Committee meeting on August 26, 2011, members agreed to ask the Town Council to approve permit renewal. Ms. Sloan said that she first became aware of the permit when the Nature and Science Committee was seeking a place to store the collection in a room at Community Hall. She is concerned that the permit suggests that Ms. Tryce is a Town employee serving in the capacity as director of the "Portola Valley Nature Center," when neither such entity nor position actually exist. She said that Ms. Tryce should clarify that she is a contract science teacher with the Town or an individual citizen. Noting that the Town is obligated neither to retain nor display this collection, she said that it should be identified as an individual's collection.

In response to a question from Mayor Driscoll, Ms. Sloan said that the issue is not one of liability.

Ms. Tryce explained that the state does not want people to keep such collections as private belongings, and the reason for requiring public sponsorship is to ensure that collections are available to the public. She said that the collection, which has been in her care for years, originally came from the Los Altos School District, where she was working at the time. When a teacher is a permittee, she said, the school principal as the sponsor ensures that the collection is available to other teachers. The Nature and Science Committee, she added, wants the collection to remain in Portola Valley. The group has been in contact with the Midpeninsula Regional Open Space District about the possibility of MROSD taking over sponsorship.

Bernie Bayuk, Paloma Road, said that he was alarmed to think about the collection losing Portola Valley sponsorship, which would be a step backward. He said that the Town should serve as an example of fostering an interest in nature among young people, and that wording and titles should be secondary to the benefits the Town and its residents derive from the availability of this collection.

Foster Beigler, Zapata Way, said that she's a member of the Nature and Science Committee and an artist who's interested in insects. She echoed Mr. Bayuk's sentiments, that it would be a loss to the community if this collection weren't available. She said there is also a possibility of a real "Nature Center" in Town, with the MROSD's acquisition of the Woods Estate (the Hawthornes), which it plans to operate as part of the Windy Hill Preserve.

Mr. Browne, displaying a California condor feather that he picked up about 50 years ago, said that the collection Ms. Tryce has maintained would get the attention of young people. He said that he objects to anything that would jeopardize the accessibility of this local resource.

Mr. Silver said that he agreed with the statements expressed, and although this collection isn't the same as the Town's historical archives, it is equally important to retain and maintain. He also said that the wording can be changed to avoid the things that concern Ms. Sloan.

Leslie Field, Wayside Road, another member of the Nature and Science Committee, said that the collection has enriched the lives of both of her children, and its presence is consonant with what she understands Portola Valley is and has been – to appreciate and remain connected with the natural setting that surrounds the Town.

Councilmember Wengert said that the primary disconnect seems to concern the ownership of the collection and the impact that entity – or lack thereof – has on this permit application. Ms. Sloan said that

it isn't easy to form a nonprofit corporation. Ms. Tryce said that she might be able to leave out the "affiliation" information the application requests; she also said that she believes the "affiliation" wouldn't necessarily have to be a nonprofit organization in the legal sense. However, she said that because she holds it as an individual, the permit does require two sponsor signatures.

Ms. Sloan said she thinks it would be fine for the Town to sponsor Ms. Tryce, as long as it's clear that the collection isn't the Town's. Councilmember Richards indicated that he doesn't object to Town sponsorship, but agrees that the wording should not lead to any misunderstandings. Ms. Tryce said that she would contact the State Department of Fish and Game to check whether the requirement for sponsor signatures can be eliminated in this case. However, she asked for Council approval in the event that the State tells her that such signatures are needed.

In response to Vice Mayor Derwin, Ms. Sloan confirmed that she would be comfortable with removal of the "Portola Valley Nature Center" affiliation and the title "Director." Ms. Sloan suggested that Ms. Tryce simply submit an amended application to the State Department of Fish and Game.

Mayor Driscoll said that it's the consensus of the Council to agree to sponsorship, provided the ambiguity in language is addressed appropriately.

(10) Reports from Commission and Committee Liaisons [9:00 p.m.]

Councilmember Toben:

(a) Emergency Preparedness Committee

- Committee member Ray Rothrock introduced Terri Dinardo, who attended the August 31, 2011, simulation exercise; she may be interested in supporting emergency preparedness for the Town on a contract basis.
- Citizens Emergency Response Preparedness Program (CERPP) needs increased attention.
- Red Cross representatives will come to a future meeting to discuss emergency shelter.
- Committee member Diana Koin will speak to The Sequoias regarding the infirmary.
- Subcommittee is looking into the possibility of a low-power FM station.

(b) SFO Airport/Community Roundtable

- Discussed the San Mateo County Grand Jury Report, "County Officials Need to Make Noise about Aircraft Noise," released July 6, 2011.
- Discussed increased air traffic over Brisbane.

Councilmember Toben said that he'll attend the next Roundtable meeting on October 5, 2011, and he's preparing Portola Valley's response to the Grand Jury report.

Councilmember Wengert:

(c) Planning Commission

- Reviewed lot-line adjustment on Alpine Road, subject to ASCC review.
- Honored time-extension request for co-location planning to Verizon and AT&T for existing antenna facilities at The Priory.
- Reviewed proposed wireless communication facilities ordinance.
- Will prepare for its joint meeting with the Town Council (scheduled for October 5, 2011) at the September 21, 2011 Planning Commission meeting.

Councilmember Richards:

(d) Cable & Utilities Undergrounding Committee

- Introduced new member Bob Bondy, retired electrical construction supervisor for PG&E.
- Continuing work on proposed undergrounding zone to bring to the Council at a later date.

(e) Architectural and Site Control Commission (ASCC)

- Unable to attend.

Vice Mayor Derwin:

(f) Council of Cities

- Met in South San Francisco; Metropolitan Transportation Commission (MTC) Director of Legislation and Public Affairs Randy Rentschler was the speaker.
- September 23, 2011 meeting in East Palo Alto will feature California Attorney General Kamala Harris.
- October 28, 2011 meeting at Community Hall in Portola Valley.

(g) Cultural Arts Committee

- Jeannette Fowler chaired the meeting.
- Their interest prompted by the Committee's music series, four guests came to the meeting.
- Discussed possibility of canceling this year's Holiday Art Fair.
- The Community Art Show at The Priory Gallery will run October 3–November 5, 2011, with a reception from 4:00-6:00 p.m. on October 15, 2011. Nine Portola Valley artists will participate.

(h) (C/CAG) City/County Association of Governments

- Distributed final San Mateo County Comprehensive Bicycle and Pedestrian Plan.
- Linda Koelling, Foster City, wrote a letter to the Public Utilities Commission about PG&E.

(i) (RMCP) Resource Management Climate Protection Committee (C/CAG Subcommittee)

- PG&E representatives delivered a PowerPoint presentation and introduced a new energy data tool that breaks usage down into municipal, residential, commercial and industrial categories.

(j) Library JPA Governing Board

- Reviewed and accepted the 2011–2012 budget, investment report and library fund balance.
- Several county libraries are undergoing renovations, including Pacifica and San Carlos. Atherton's project is stalled.

(k) Sustainability Committee

- Representatives of a number of communities (Portola Valley, Atherton, Woodside, Menlo Park) met with the Cal Water Bear Gulch District to work on ways to meet water conservation goals.

Mayor Driscoll:

(l) Trails and Paths Committee

- Considerable interest in performing volunteer trail maintenance work is coming from the community, particularly from people involved with Safe Routes to School.
- Corte Madera students, who use a trail for their exercise class, may fix some of the potholes that have developed on the trail.
- The C-1 trail is largely finished with the exception of landscaping. The Committee wants Council advice about a formal ribbon-cutting ceremony once the work is complete (late October or early November) and is discussing the possibility of changing the trail's name. (Mayor Driscoll said that the trail is technically now called the Dwight Crowder Path, and if the name is changed, perhaps it should be the Stanford Trail inasmuch as Stanford is paying for it.)

Ms. Howard reported that the hitching post has been installed.

WRITTEN COMMUNICATIONS [9:28 p.m.]

(11) Town Council August 26, 2011 Weekly Digest

a) #2 – Information regarding Community Meetings on the Alpine Trail

Ms. Howard will attend a community meeting on the condition of the Lower Alpine Trail and ideas for potential improvements on September 20, 2011. She said that she would stress that the Town's experience with Stanford was very positive, with Stanford receptive to a design that works within Portola Valley's culture. Another community meeting was held on September 15, 2011.

(12) Town Council September 2, 2011 Weekly Digest

a) #1 – Memorandum to Town Council from Brandi de Garmeaux (and others) regarding Environmentally Preferable Purchasing Policy Status Report – September 2, 2011

Ms. Howard and the Council commended the detailed and excellent work of Ms. de Garmeaux and the "Green Team"

b) #4 – Month-End Financial Report for August 2011

Ms. Howard noted a new Fiscal Health Summary that's now included in the report. It shows the unreserved/spendable percentage of General Fund (62.83% for August 2011) and days of running liquidity of spendable General Fund (229 days; GASB recommends at least 60 days).

(13) Town Council September 9, 2011 Weekly Digest – None

a) #3 – SamTrans/Caltrain – overview – August 3, 2011

Mayor Driscoll said that he went to a presentation. He noted that at this time, Caltrain is not in a long-term sustainable position and needs a consistent revenue stream.

CLOSED SESSION: [9:35 p.m.]

(14) Public Employee Performance Evaluation

Government Code Section 54957
Title – Town Attorney

(15) Public Employee Performance Evaluation

Government Code Section 54957
Title – Town Manager

REPORT OUT OF CLOSED SESSION

No reportable actions.

ADJOURNMENT: [11:10 p.m.]

Mayor

Town Clerk

INVOICE APPROVAL LIST REPORT - DETAIL WITH GL DIST
 SEPTEMBER 28, 2011

TOWN OF PORTOLA VALLEY

Vendor Name	Invoice Description1	Ref No.	Discount Date	
Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount

ALLIANT INSURANCE SERVICES	3rd Quarter Premium	12400	09/28/2011	
			09/28/2011	
SPECIAL EVENTS	475		09/28/2011	
NEWPORT BEACH	BOA	45562	09/28/2011	0.00
CA 92658				635.62

GL Number	Description	Invoice Amount	Amount Relieved	
05-58-4338	Event Insurance	635.62	0.00	

Check No.	45562	Total:	635.62
Total for	ALLIANT INSURANCE SERVICES		635.62

ALMANAC	August Advertising	12378	09/28/2011	
			09/28/2011	
PO BOX 1610	0048		09/28/2011	
MENLO PARK	BOA	45563	09/28/2011	0.00
CA 94302				1,160.00

GL Number	Description	Invoice Amount	Amount Relieved	
05-64-4320	Advertising	1,160.00	0.00	

Check No.	45563	Total:	1,160.00
Total for	ALMANAC		1,160.00

AT&T	August Statements	12369	09/28/2011	
			09/28/2011	
PO BOX 989048	441		09/28/2011	
WEST SACRAMENTO	BOA	45564	09/28/2011	0.00
CA 95798-9048				261.61

GL Number	Description	Invoice Amount	Amount Relieved	
05-64-4318	Telephones	261.61	0.00	

Check No.	45564	Total:	261.61
Total for	AT&T		261.61

BACKYARD CARNIVALS	Party Rentals, PVSD Anniv.	12406	09/28/2011	
	Deposit	5963	09/28/2011	
3381 VINCENT ROAD	834		09/28/2011	
PLEASANT HILL	BOA	45565	09/28/2011	0.00
CA 94523	3149			698.75

GL Number	Description	Invoice Amount	Amount Relieved	
05-52-4146	Community Events Committee	698.75	0.00	

Check No.	45565	Total:	698.75
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BACKYARD CARNIVALS	Party Rentals, PVSD-150 Anniv	12407	09/28/2011	
	Balance Due	5963	09/28/2011	
3381 VINCENT ROAD	834		09/28/2011	
PLEASANT HILL	BOA	45566	09/28/2011	0.00
CA 94523	3149			2,096.25

GL Number	Description	Invoice Amount	Amount Relieved	
05-52-4146	Community Events Committee	2,096.25	0.00	

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Vendor Address	Vendor Number		Due Date	
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount

Check No.	45566	Total:	2,096.25
Total for	BACKYARD CARNIVALS		2,795.00

BALANCE HYDROLOGICS INC.	C-1 Trail Creek, 7/17 - 8/20	12413	09/28/2011	
800 BANCROFT WAY	945		09/28/2011	
BERKELEY	BOA	45567	09/28/2011	0.00
CA 94710-2227	206203-0811			526.91

GL Number	Description	Invoice Amount	Amount Relieved
96-00-4528	C-1 Trail	526.91	0.00

BALANCE HYDROLOGICS INC.	Springdown Pond, 6/19 - 8/20	12414	09/28/2011	
800 BANCROFT WAY	945		09/28/2011	
BERKELEY	BOA	45567	09/28/2011	0.00
CA 94710-2227	210043-0711 & 0811			6,280.75

GL Number	Description	Invoice Amount	Amount Relieved
15-68-4414	CIP Spring Down OpSpa Imp	6,280.75	0.00

Check No.	45567	Total:	6,807.66
Total for	BALANCE HYDROLOGICS INC.		6,807.66

FOSTER BEIGLER	Promotion of CAC Art Show	12405	09/28/2011	
P. O. BOX 620633	691		09/28/2011	
WOODSIDE	BOA	45568	09/28/2011	0.00
CA 94062				170.11

GL Number	Description	Invoice Amount	Amount Relieved
05-52-4150	Cultural Arts Committee	170.11	0.00

Check No.	45568	Total:	170.11
Total for	FOSTER BEIGLER		170.11

RACHEL BERG	Deposit Refund	12408	09/28/2011	
441 RAMONA	544		09/28/2011	
PORTOLA VALLEY	BOA	45569	09/28/2011	0.00
CA 94028				100.00

GL Number	Description	Invoice Amount	Amount Relieved
05-56-4226	Facility Deposit Refunds	100.00	0.00

Check No.	45569	Total:	100.00
Total for	RACHEL BERG		100.00

BKF	C-1 Civil Engg, Feb-July	12415	09/28/2011	
255 SHORELINE DRIVE	2036		09/28/2011	
REDWOOD CITY	BOA	45570	09/28/2011	0.00
CA 94065	11060018,11080159			22,772.07

GL Number	Description	Invoice Amount	Amount Relieved
96-00-4528	C-1 Trail	22,772.07	0.00

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Vendor Address	Vendor Number		Due Date	
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount

Check No.	45570	Total:	22,772.07
Total for	BKF		22,772.07

BW CONSTRUCTION	Reimb for Woodsd H'lands MD	12409	09/28/2011	
110 RUSSELL AVE	930		09/28/2011	
PORTOLA VALLEY	BOA	45571	09/28/2011	0.00
CA 94028				5,782.14

GL Number	Description	Invoice Amount	Amount Relieved
90-00-4375	General Expenses	5,782.14	0.00

Check No.	45571	Total:	5,782.14
Total for	BW CONSTRUCTION		5,782.14

CARDUCCI & ASSOCIATES INC	Ford Field Design, 5/14 - 8/31	12385	09/28/2011	
555 BEACH STREET, FOURTH FLOOR	0344		09/28/2011	
SAN FRANCISCO	BOA	45572	09/28/2011	0.00
CA 94133	7222			4,005.00

GL Number	Description	Invoice Amount	Amount Relieved
05-54-4214	Miscellaneous Consultants	4,005.00	0.00

Check No.	45572	Total:	4,005.00
Total for	CARDUCCI & ASSOCIATES INC		4,005.00

CITY OF REDWOOD CITY	August IT Services	12377	09/28/2011	
P.O. BOX 3629	586		09/28/2011	
REDWOOD CITY	BOA	45573	09/28/2011	0.00
CA 94064-3629	BR26267			1,831.05

GL Number	Description	Invoice Amount	Amount Relieved
05-54-4216	IT & Website Consultants	1,831.05	0.00

Check No.	45573	Total:	1,831.05
Total for	CITY OF REDWOOD CITY		1,831.05

CLARICE H VAUGHAN FAMILY TRUST	Community Hall Deposit Refund	12404	09/28/2011	
41 STONEGATE ROAD	658		09/28/2011	
PORTOLA VALLEY	BOA	45574	09/28/2011	0.00
CA 94028				500.00

GL Number	Description	Invoice Amount	Amount Relieved
05-56-4226	Facility Deposit Refunds	500.00	0.00

Check No.	45574	Total:	500.00
Total for	CLARICE H VAUGHAN FAMILY TR		500.00

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Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount

DEIRDRE CLARK	Reimb for CAC Art Show	12420	09/28/2011	
			09/28/2011	
149 CORTE MADERA	687		09/28/2011	
PORTOLA VALLEY	BOA	45575	09/28/2011	0.00
CA 94028				81.40

GL Number	Description	Invoice Amount	Amount Relieved
05-52-4150	Cultural Arts Committee	81.40	0.00

Check No.	45575	Total:	81.40
Total for	DEIRDRE CLARK		81.40

CLEANSTREET	August Street & Litter Clean	12416	09/28/2011	
			09/28/2011	
1937 W. 169TH STREET	0034		09/28/2011	
GARDENA	BOA	45576	09/28/2011	0.00
CA 90247-5254	64956			1,425.55

GL Number	Description	Invoice Amount	Amount Relieved
20-60-4262	Street Sweeping	614.65	0.00
20-60-4266	Litter Clean Up Program	810.90	0.00

Check No.	45576	Total:	1,425.55
Total for	CLEANSTREET		1,425.55

COMCAST	WiFi Internet, 8/21 - 9/20	12412	09/28/2011	
			09/28/2011	
P.O. BOX 34227	0045		09/28/2011	
SEATTLE	BOA	45577	09/28/2011	0.00
WA 98124-1227				64.90

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4318	Telephones	64.90	0.00

Check No.	45577	Total:	64.90
Total for	COMCAST		64.90

CONTEMPORARY ENGRAVING CO.	Nameplate-Powell	12403	09/28/2011	
			09/28/2011	
425 LAMBERT AVE	0191		09/28/2011	
PALO ALTO	BOA	45578	09/28/2011	0.00
CA 94306	29056			32.48

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4308	Office Supplies	32.48	0.00

Check No.	45578	Total:	32.48
Total for	CONTEMPORARY ENGRAVING CO		32.48

DEL RIO ROOFING	C&D Refund, 20 Valencia	12410	09/28/2011	
			09/28/2011	
HOLD AT COUNTER	630		09/28/2011	
	BOA	45579	09/28/2011	0.00
				1,000.00

GL Number	Description	Invoice Amount	Amount Relieved
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Vendor Address	Vendor Number		Due Date	
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount

96-54-4205	C&D Deposit			1,000.00	0.00
				Check No. 45579	Total: 1,000.00
				Total for DEL RIO ROOFING	1,000.00

FLORA FAMILY FOUNDATION	Refund for Insurance Pmt	12392	09/28/2011		
			09/28/2011		
2121 SAND HILLS ROAD, STE 123	527		09/28/2011		
MENLO PARK	BOA	45580	09/28/2011		0.00
CA 94025					39.14

GL Number	Description	Invoice Amount	Amount Relieved		
05-56-4226	Facility Deposit Refunds	39.14	0.00		
				Check No. 45580	Total: 39.14
				Total for FLORA FAMILY FOUNDATION	39.14

GO NATIVE INC	TC Landscape Maint, Aug 2011	12417	09/28/2011		
			09/28/2011		
P.O. BOX 370103	632		09/28/2011		
MONTARA	BOA	45581	09/28/2011		0.00
CA 94037	2234				3,040.00

GL Number	Description	Invoice Amount	Amount Relieved		
05-66-4342	Landscape Supplies & Services	3,040.00	0.00		
				Check No. 45581	Total: 3,040.00
				Total for GO NATIVE INC	3,040.00

GUZZARDO PARTNERSHIP INC	C-1 Landscaping	12418	09/28/2011		
			09/28/2011		
181 GREENWICH STREET	0339		09/28/2011		
SAN FRANCISCO	BOA	45582	09/28/2011		0.00
CA 94111	10544				240.00

GL Number	Description	Invoice Amount	Amount Relieved		
96-00-4528	C-1 Trail	240.00	0.00		
				Check No. 45582	Total: 240.00
				Total for GUZZARDO PARTNERSHIP INC	240.00

SCOTT HEATHERINGTON and TRACEY COLE	Parking Lot Deposit Refund	12373	09/28/2011		
			09/28/2011		
1267 WESTWOOD STREET	582		09/28/2011		
REDWOOD CITY	BOA	45583	09/28/2011		0.00
CA 94061					100.00

GL Number	Description	Invoice Amount	Amount Relieved		
05-56-4226	Facility Deposit Refunds	100.00	0.00		
				Check No. 45583	Total: 100.00
				Total for SCOTT HEATHERINGTON	100.00

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HILLYARD, INC	Janitorial Supplies	12383	09/28/2011	
			09/28/2011	
P.O. BOX 874338	531		09/28/2011	
KANSAS CITY	BOA	45584	09/28/2011	0.00
MO 64187-4338	6890614			247.81

GL Number	Description	Invoice Amount	Amount Relieved
05-66-4340	Building Maint Equip & Supp	247.81	0.00

Check No.	45584	Total:	247.81
Total for	HILLYARD, INC		247.81

J.W. ENTERPRISES	Portable Lavs, 9/8 - 10/5	12387	09/28/2011	
			09/28/2011	
1689 MORSE AVE	829		09/28/2011	
VENTURA	BOA	45585	09/28/2011	0.00
CA 93003	157847			223.32

GL Number	Description	Invoice Amount	Amount Relieved
05-58-4244	Portable Lavatories	223.32	0.00

Check No.	45585	Total:	223.32
Total for	J.W. ENTERPRISES		223.32

JOHN JELICH	C&D Refund	12376	09/28/2011	
			09/28/2011	
330 PORTOLA ROAD	540		09/28/2011	
PORTOLA VALLEY	BOA	45586	09/28/2011	0.00
CA 94028				1,000.00

GL Number	Description	Invoice Amount	Amount Relieved
96-54-4205	C&D Deposit	1,000.00	0.00

Check No.	45586	Total:	1,000.00
Total for	JOHN JELICH		1,000.00

JORGENSON SIEGEL MCCLURE & FLEGEL	August Statement	12390	09/28/2011	
			09/28/2011	
1100 ALMA STREET	0089		09/28/2011	
MENLO PARK	BOA	45587	09/28/2011	0.00
CA 94025				6,007.25

GL Number	Description	Invoice Amount	Amount Relieved
05-54-4182	Town Attorney	4,557.25	0.00
96-54-4186	Attorney - Charges to Appls	1,450.00	0.00

Check No.	45587	Total:	6,007.25
Total for	JORGENSON SIEGEL MCCLURE &		6,007.25

KUTZMANN & ASSOCIATES	August Plan Check	12380	09/28/2011	
			09/28/2011	
39355 CALIFORNIA STREET	0090		09/28/2011	
FREMONT	BOA	45588	09/28/2011	0.00
CA 94538				1,163.75

GL Number	Description	Invoice Amount	Amount Relieved
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State/Province Zip/Postal	Invoice Number			Check Amount

05-54-4200	Plan Check Services			1,163.75	0.00
				Check No. 45588	Total: 1,163.75
				Total for	KUTZMANN & ASSOCIATES 1,163.75

LAKE TRAFFIC SOLUTIONS	Signage	12372	09/28/2011		
			09/28/2011		
1839 YGNACIO VALLEY ROAD	0096		09/28/2011		
WALNUT CREEK	BOA	45589	09/28/2011		0.00
CA 94598	11249				272.17

GL Number	Description	Invoice Amount	Amount Relieved		
20-60-4268	Street Signs & Striping	272.17	0.00		
				Check No. 45589	Total: 272.17
				Total for	LAKE TRAFFIC SOLUTIONS 272.17

LAUREN E LEE	Sustain'y Intern, 8/30-9/9	12391	09/28/2011		
			09/28/2011		
2089 QUEENS LANE	0354		09/28/2011		
SAN MATEO	BOA	45590	09/28/2011		0.00
CA 94402	7				630.00

GL Number	Description	Invoice Amount	Amount Relieved		
08-64-4335	Sustainability	630.00	0.00		
				Check No. 45590	Total: 630.00
				Total for	LAUREN E LEE 630.00

NBS, INC	Fee Study, August	12374	09/28/2011		
			09/28/2011		
32605 TEMECULA PARKWAY	0341		09/28/2011		
TEMECULA	BOA	45591	09/28/2011		0.00
CA 92592	S08311116-TM				3,600.00

GL Number	Description	Invoice Amount	Amount Relieved		
05-54-4209	Permit & Fees Study	3,600.00	0.00		
				Check No. 45591	Total: 3,600.00
				Total for	NBS, INC 3,600.00

GEOFF NUTTALL	C & D Deposit Refund	12399	09/28/2011		
			09/28/2011		
254 CORTE MADERA	676		09/28/2011		
PORTOLA VALLEY	BOA	45592	09/28/2011		0.00
CA 94028					1,000.00

GL Number	Description	Invoice Amount	Amount Relieved		
96-54-4205	C&D Deposit	1,000.00	0.00		
				Check No. 45592	Total: 1,000.00
				Total for	GEOFF NUTTALL 1,000.00

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OLBERDING ENVIRONMENTAL, INC	C-1 Trail Permitting, May-Aug	12386	09/28/2011	
			09/28/2011	
193 BLUE RAVINE ROAD	2025		09/28/2011	
FOLSOM	BOA	45593	09/28/2011	0.00
CA 94630	2010403,439			3,140.22

GL Number	Description	Invoice Amount	Amount Relieved
96-00-4528	C-1 Trail	3,140.22	0.00

Check No.	45593	Total:	3,140.22
Total for	OLBERDING ENVIRONMENTAL, IN		3,140.22

PERS HEALTH	October Health Premium	12384	09/28/2011	
			09/28/2011	
VIA EFT	0108		09/28/2011	
	BOA	45594	09/28/2011	0.00
				14,643.05

GL Number	Description	Invoice Amount	Amount Relieved
05-50-4086	Health Insurance Medical	14,643.05	0.00

Check No.	45594	Total:	14,643.05
Total for	PERS HEALTH		14,643.05

PETTY CASH	Petty Cash Reimbursement	12397	09/28/2011	
			09/28/2011	
765 PORTOLA ROAD	993		09/28/2011	
PORTOLA VALLEY	BOA	45595	09/28/2011	0.00
CA 94028				833.66

GL Number	Description	Invoice Amount	Amount Relieved
05-52-4165	Sustainability Committee	35.80	0.00
05-58-4240	Parks & Fields Maintenance	5.77	0.00
05-64-4316	Postage	18.93	0.00
05-64-4328	Mileage Reimbursement	461.26	0.00
05-64-4335	Sustainability	32.50	0.00
05-64-4336	Miscellaneous	279.40	0.00

Check No.	45595	Total:	833.66
Total for	PETTY CASH		833.66

PORTOLA VALLEY SCHOOL DISTRICT	CarPooltoSchool.com	12367	09/28/2011	
	2011-12 Cost Sharing		09/28/2011	
4575 ALPINE ROAD	0246		09/28/2011	
PORTOLA VALLEY	BOA	45596	09/28/2011	0.00
CA 94028	120001			650.00

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4336	Miscellaneous	650.00	0.00

Check No.	45596	Total:	650.00
Total for	PORTOLA VALLEY SCHOOL DISTI		650.00

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PRINTING SYSTEMS INC.	Checks	12402	09/28/2011	
			09/28/2011	
12005 BEECH DALY	0216		09/28/2011	
TAYLOR	BOA	45597	09/28/2011	0.00
MI 48180	70498			276.84

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4308	Office Supplies	276.84	0.00

Check No.	45597	Total:	276.84
Total for	PRINTING SYSTEMS INC.		276.84

SHARON REICH	Reimb for Cultural Arts Comm	12395	09/28/2011	
			09/28/2011	
205 GEORGIA LANE	476		09/28/2011	
PORTOLA VALLEY	BOA	45598	09/28/2011	0.00
CA 94028				24.89

GL Number	Description	Invoice Amount	Amount Relieved
05-52-4150	Cultural Arts Committee	24.89	0.00

Check No.	45598	Total:	24.89
Total for	SHARON REICH		24.89

RON RAMIES AUTOMOTIVE, INC.	August Fuel Statement	12371	09/28/2011	
			09/28/2011	
115 PORTOLA ROAD	422		09/28/2011	
PORTOLA VALLEY	BOA	45599	09/28/2011	0.00
CA 94028				714.27

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4334	Vehicle Maintenance	714.27	0.00

Check No.	45599	Total:	714.27
Total for	RON RAMIES AUTOMOTIVE, INC.		714.27

SAN MATEO CO INF SERVICES	August Microwave	12370	09/28/2011	
			09/28/2011	
455 COUNTY CENTER, 3RD FLOOR	0307		09/28/2011	
REDWOOD CITY	BOA	45600	09/28/2011	0.00
CA 94063	1YPV11108			76.00

GL Number	Description	Invoice Amount	Amount Relieved
05-52-4152	Emerq Preparedness Committee	76.00	0.00

Check No.	45600	Total:	76.00
Total for	SAN MATEO CO INF SERVICES		76.00

SCHWAAB INC	Date Stamps	12411	09/28/2011	
			09/28/2011	
PO BOX 3128	0120		09/28/2011	
MILWAUKEE	BOA	45601	09/28/2011	0.00
WI 53201-3128	802384			195.94

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4308	Office Supplies	195.94	0.00

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Check No.	45601	Total:	195.94
Total for	SCHWAAB INC		195.94

SONICLEAR TRIO SYSTEMS LLC	Annual Tech Support 2011-12	12394	09/28/2011	
4 E. HOLLY STREET	Minute Recording Software		09/28/2011	
PASADENA	1352		09/28/2011	
CA 91103	BOA	45602	09/28/2011	0.00
GL Number	Description	Invoice Amount	Amount Relieved	

05-64-4314	Equipment Services Contracts	373.00	0.00	
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Check No.	45602	Total:	373.00
Total for	SONICLEAR TRIO SYSTEMS LLC		373.00

SPARTAN ENGINEERING	Security/Fire Monitoring, 2012	12388	09/28/2011	
510 PARROTT STREET #6	0095		09/28/2011	
SAN JOSE	BOA	45603	09/28/2011	0.00
CA 95112	8020M,8021M			900.00
GL Number	Description	Invoice Amount	Amount Relieved	

05-66-4346	Mechanical Sys Maint & Repair	900.00	0.00	
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Check No.	45603	Total:	900.00
Total for	SPARTAN ENGINEERING		900.00

STAPLES	Office Supplies	12401	09/28/2011	
STAPLES CREDIT PLAN	430		09/28/2011	
DES MOINES	BOA	45604	09/28/2011	0.00
IA 50368-9020				528.63
GL Number	Description	Invoice Amount	Amount Relieved	

05-64-4308	Office Supplies	528.63	0.00	
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Check No.	45604	Total:	528.63
Total for	STAPLES		528.63

TOWNSEND MGMT, INC	C-1 Trail Eng'g, July	12382	09/28/2011	
P.O. BOX 24442	609		09/28/2011	
SAN FRANCISCO	BOA	45605	09/28/2011	0.00
CA 94124	200042-07-11			21,270.00
GL Number	Description	Invoice Amount	Amount Relieved	

96-00-4528	C-1 Trail	21,270.00	0.00	
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Check No.	45605	Total:	21,270.00
Total for	TOWNSEND MGMT, INC		21,270.00

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TRACY WANG	C&D Refund, 727 Westridge	12381	09/28/2011	
			09/28/2011	
111 CORTE MADERA ROAD	526		09/28/2011	
PORTOLA VALLEY	BOA	45606	09/28/2011	0.00
CA 94028				5,000.00

GL Number	Description	Invoice Amount	Amount Relieved
96-54-4205	C&D Deposit	5,000.00	0.00

Check No.	45606	Total:	5,000.00
Total for	TRACY WANG		5,000.00

WESTERN WOOD STRUCTURES INC	C-1 Ped Bridge Structure	12393	09/28/2011	
			09/28/2011	
P.O. BOX 130	1351		09/28/2011	
TUALATIN	BOA	45607	09/28/2011	0.00
OR 97062-0130	5404			31,234.31

GL Number	Description	Invoice Amount	Amount Relieved
96-00-4528	C-1 Trail	31,234.31	0.00

Check No.	45607	Total:	31,234.31
Total for	WESTERN WOOD STRUCTURES I		31,234.31

WOLFPACK INSURANCE	October Dental/Vision Premium	12389	09/28/2011	
			09/28/2011	
SMALL BUSINESS BENEFIT PLAN	0132		09/28/2011	
BELMONT	BOA	45608	09/28/2011	0.00
CA 94402				2,200.80

GL Number	Description	Invoice Amount	Amount Relieved
05-50-4090	Health Ins Dental & Vision	2,200.80	0.00

Check No.	45608	Total:	2,200.80
Total for	WOLFPACK INSURANCE		2,200.80

WOODSIDE FIRE PROTECTION DISTR	Deposit Refund	12398	09/28/2011	
			09/28/2011	
4091 JEFFERSON STREET	709		09/28/2011	
REDWOOD CITY	BOA	45609	09/28/2011	0.00
CA 94062				3.20

GL Number	Description	Invoice Amount	Amount Relieved
96-54-4207	Deposit Refunds, Other Charges	3.20	0.00

Check No.	45609	Total:	3.20
Total for	WOODSIDE FIRE PROTECTION DI		3.20

WORRELL ROOFING	C&D Refund, 4 Acorn	12368	09/28/2011	
			09/28/2011	
3790 EL CAMINO REAL	669		09/28/2011	
PALO ALTO	BOA	45610	09/28/2011	0.00
CA 94306				1,000.00

GL Number	Description	Invoice Amount	Amount Relieved
96-54-4205	C&D Deposit	1,000.00	0.00

INVOICE APPROVAL LIST REPORT - DETAIL WITH GL DIST
 SEPTEMBER 28, 2011

TOWN OF PORTOLA VALLEY

Vendor Name	Invoice Description1	Ref No.	Discount Date	
Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount

Check No.	45610	Total:	1,000.00
Total for	WORRELL ROOFING		1,000.00

DON YATES	Room Deposit Refund	12375	09/28/2011	
50 BEAR PAW	562		09/28/2011	
PORTOLA VALLEY	BOA	45611	09/28/2011	0.00
CA 94028				250.00

GL Number	Description	Invoice Amount	Amount Relieved
05-56-4226	Facility Deposit Refunds	250.00	0.00

Check No.	45611	Total:	250.00
Total for	DON YATES		250.00

Total Invoices: 51

Grand Total:	150,302.84
Less Credit Memos:	0.00
Net Total:	150,302.84
Less Hand Check Total:	0.00
Outstanding Invoice Total:	150,302.84

TOWN OF PORTOLA VALLEY
Warrant Disbursement Journal
September 28, 2011

Claims totaling \$150,302.84 having been duly examined by me and found to be correct are hereby approved and verified by me as due bills against the Town of Portola Valley.

Date _____

Angela Howard, Treasurer

Motion having been duly made and seconded, the above claims are hereby approved and allowed for payment.

Signed and sealed this (Date) _____

Sharon Hanlon, Town Clerk

Mayor



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: Mayor and Members of the Town Council

FROM: Brandi de Garneau, Sustainability Coordinator

DATE: September 28, 2011

RE: Acceptance of Award and Master Services Agreement for Electric Vehicle Charging Stations at Town Center

The Town of Portola Valley has been awarded a grant as part of the Coulomb Technologies (CTI) ChargePoint America™ Program to encourage the installation of electric vehicle charging stations. The program is funded by the Department of Energy (DOE) as part of the American Reinvestment and Recovery Act. Attached is the ChargePoint America™ Station Award Agreement (CPA) for four electric vehicle (EV) charging stations to be installed at the Portola Valley Town Center.

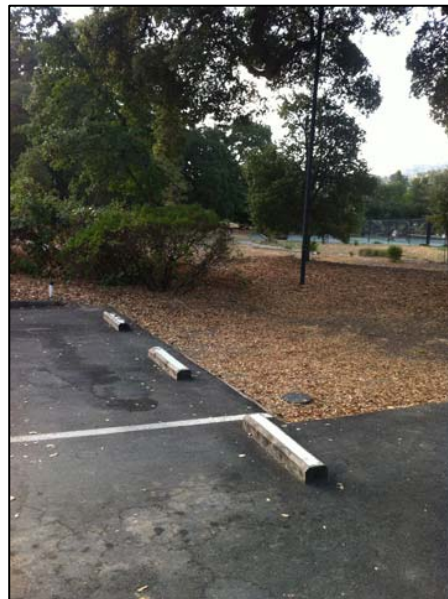
EV CHARGING STATIONS RECOMMENDED LOCATIONS

The two recommended locations for the EV charging stations are marked on the site plan in Attachment 1. The locations were chosen by the Public Works Director, Howard Young, and the Building Inspector, Gary Fitzer, with input from the Mayor, and Dave Howes, a member of the local electric vehicle club. The locations were chosen based on their proximity to adequate electricity supply and safety in positioning of the cords. As you will see in the photos below, both sites allow the cord to be plugged into the car without obstructing a walkway.

Location of Stations 1 & 2



Location of Stations 3 & 4



ESTIMATED COSTS & OPERATION

Installation of the charging stations in the two locations outlined above has been estimated at \$15,000 by a CTI authorized installer and will be covered by a separate grant through CTI, which staff anticipates will be issued in the next week. If the Council desires, it can approve the agreements contingent upon the grant being issued for the installation. The Public Works Director will ensure that the installation is aesthetically pleasing and, if possible, doesn't take away from the rural look of the town.

Upon installation of the EV charging stations, the Town will be responsible for the cost of electricity to power the stations. The cost of electricity is a function of the amount of time a vehicle is charging, the size of the vehicle battery being charged, and the maximum output capability of each charging unit (7.2 kW). Estimates for the amount of time it takes to fully charge an electric vehicle or plug-in hybrid electric vehicle range from 3 to 7 hours. It is extremely difficult to predict the annual cost of electricity to the Town due to the variable duration of charges, and the unknown volume of charging sessions.

The bundle of services required for operation of the ChargePoint EV charging station includes an annual subscription fee of \$230 per year per charging station. The DOE grant covers this fee until December of 2013. As part of the subscription, the Town has the ability to set the rate for using the station, less a "session authorization" fee of \$0.40, and a "session processing" fee of 5-6% of the total transaction cost (depending on type of payment).

Michael Jones from CTI indicated that municipalities typically charge \$2 per hour as a baseline to cover costs for maintenance and operation. Los Altos Hills currently charges \$5 per hour to use their EV charging stations, but Michael indicated that they are considering lowering the rate. As an example of a \$2 per hour charge for a three-hour session, the customer would pay \$6, ChargePoint would receive \$.70 and the Town would receive the remaining \$5.30. The transaction fees are outlined on page 10 of the ChargePoint Master Services and Subscription Agreement (Attachment 2). ChargePoint handles all of the tracking and payment for services and automatically sends any revenue to the Town.

REPAIRS & MAINTENANCE

The EV charging stations are designed to operate for ten years without maintenance. Manufacturer's defects and other warranty items are covered under the agreement. Non-warranty repairs, such as vandalism, are the responsibility of the Town. According to Michael Jones from CTI, he has only seen two minor vandalism cases in 2011 in his jurisdiction, which encompasses the entire area west of Chicago. The Town is not required to use a specific vendor to complete non-warranty repairs.



GRANT REPORTING


CTI will handle all grant reporting; the Town of Portola Valley is not responsible for any grant reporting to the Department of Energy.

SUMMARY

Over the last year, five charging stations have been installed in homes in Portola Valley. This is a chance for the Town to become part of the electric vehicle charging infrastructure and for the Council to show its continued support for greenhouse gas emissions reductions. In addition, four electric vehicle stations were included in the LEED Platinum Certification for the Town Center. This is an opportunity for the Town to fulfill its commitment with a very limited financial investment.

RECOMMENDATION

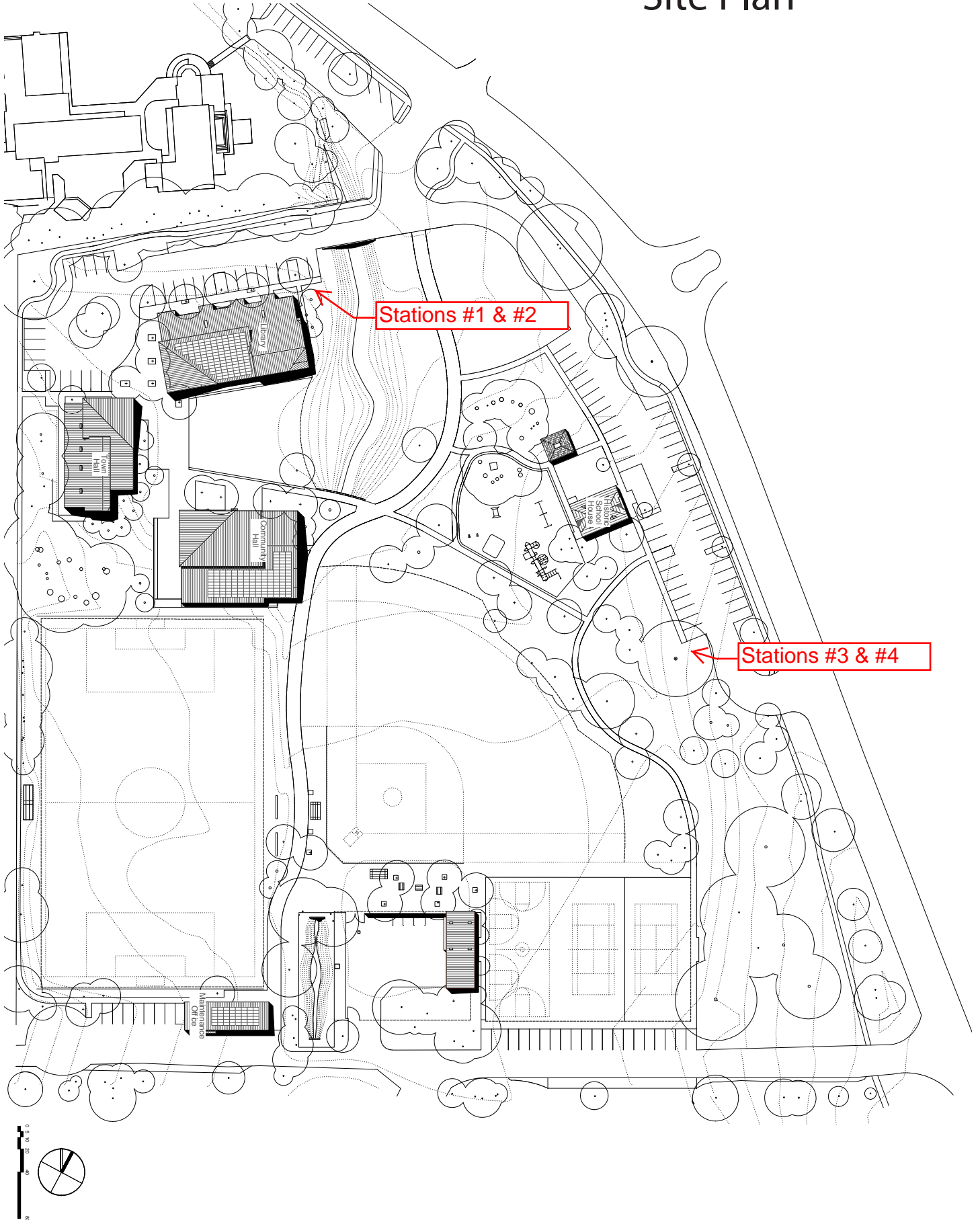
Staff recommends that the Council sign the ChargePoint America™ Station Award Agreement and ChargePoint Master Services Subscription Agreement and direct the Town Manager to sign the grant for installation of the electric vehicle charging stations when it becomes available. Staff also recommends that the Town set a rate of \$2 per hour for use of the EV charging stations to cover maintenance and operation costs. The agreements have been reviewed by the Town Attorney's office.

Approved: 
Angela Howard, Town Manager

Attachments

- Attachment 1: Town Center Site Plan with EV Charging Stations Locations Demarcated
- Attachment 2: ChargePoint America™ Station Award Agreement and ChargePoint Master Services Subscription Agreement

Portola Valley Town Center Site Plan



**Attachment 2**

9-9-11

Brandi De Garneau
Sustainability & Resource Efficiency Coordinator
Town of Portola Valley
765 Portola Road
Portola Valley, CA 94028

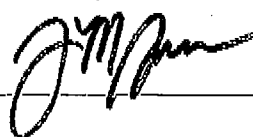
Dear Brandi:

Congratulations! Your organization has been invited to participate in Coulomb Technologies ChargePoint America™ Program. The Program has been funded in part under the terms of Grant number DE-EE0003391 from the United States Department of Energy as part of the American Reinvestment and Recovery Act. In order to receive delivery of the Charging Station(s), you must agree to all of the terms and conditions following. Furthermore, you need to:

1. Countersign at the end of this ChargePoint America Station Award Agreement (CPA) and provide a full copy back to Coulomb or your local representative.
2. Countersign at the end of the Master Services Subscription Agreement (MSSA) and provide a full copy back to Coulomb or your local representative.
3. Provide a \$0 PO to Coulomb Technology for the charging station(s). Please make sure the part numbers on the PO correspond to the part numbers on this letter and you provide a requested shipment date, ship to address with a contact name, phone number, and email address.
4. Please familiarize yourself with the Contractor Installation Guide. Providing proper documentation of the charger installation to Coulomb is a requirement of the Grant. Coulomb's authorized installers are compliant with the reporting requirements and will complete the cost documentation reports on your behalf.
5. Return the documents within 30 days of the date of this letter. As the program nears completion, contracts will be accepted as program funds remain available.

Please note that delivery of the charging systems will be up to 4-6 weeks of receipt of PO and associated signed documents. We appreciate your participation in this exciting program and look forward to creating an electric vehicle charging infrastructure in your area.

Best regards,



Michael Jones
Western Region Director
ChargePoint America Program
Coulomb Technologies



CHARGEPOINT AMERICA™ STATION AWARD AGREEMENT

1. **Charging Stations.** Your organization ("You") has been awarded, and may be awarded from time to time, one or more Coulomb Technologies, Inc. ("CTI") electric vehicle charging stations under the ChargePoint America™ Program . The Program has been funded in part under the terms of Grant number DE-EE0003391 from the United States Department of Energy (the "DOE") as part of the American Reinvestment and Recovery Act ("ARRA"). The charging stations will be installed at the locations specified on Appendix A, as amended from time to time to reflect the award of additional Charging Stations under this Station Award Agreement.

Product Name	Product Description	Product Code	Qty	Unit Price	Total Price
CT2101C-GPRS-LOCK-CCR	Dual 208/240-30A and 120V-12A Output Bollard with GPRS, locking holster option and credit card reader ChargePoint America DOE Parts Warranty thru 12/31/2013. UL Listed.	CT2101C-GPRS-LOCK-CCR	2	\$0.00	\$0.00
CT2101C-LOCK-CCR	Dual 208/240-30A and 120V-12A Output Bollard with locking holster option and credit card reader	CT2101C-LOCK-CCR	2	\$0.00	\$0.00

Grand Total:	\$0.00
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2. **Shipment and Delivery.** CTI will pay for the cost of standard delivery charges of the Charging Stations to the locations designated by You in writing to CTI. CTI shall choose the method by which Charging Stations are to be delivered. If You desire expedited delivery, You will be responsible for the payment of all delivery charges.

3. **Installation.** (a) Installation of the Charging Stations shall be at your sole cost and expense. Unless specifically agreed in writing, installation of the Charging Stations may only be performed by a CTI Authorized Installer. Should You wish to use your own installer, you shall request CTI's permission, in its reasonable discretion, to do so no more than fifteen (15) days prior to the scheduled installation date. You should be aware, certain requirements must be met by all contractors and subcontractors working to install electric vehicles station



equipment (EVSE) as part of the Grant. The Davis Bacon and Related Acts (DBRA) requires all contractors and subcontractors performing work on federal construction contracts or federally assisted contracts to pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. The prevailing wage rates and fringe benefits are determined by the Secretary of Labor. For the ChargePoint America program, construction includes all alterations, improvements and/or repair, including painting and decorating, performed on a site in performance of the installation of EVSE. In addition, because the Charging Stations are being awarded to You under a Federal program, in the event You use your own installer, such installer shall become subject to certain audit and other rights granted to the United States government and to CTI. Also, should you be authorized to use your own contractor to install the charging stations, the contractor will be required to submit to CTI or the applicable CTI Distributor within 5 days of the installation, the applicable DBRA related paperwork including (i) a certified payroll or a properly filled out US government form wh-347 and (ii) an invoice or receipt for the work done to install the charging station(s) including costs for panel rework, trenching, concrete pad placement, fixing the station, and electrical wiring. Furthermore, you shall indemnify and hold harmless CTI from all costs (including, without limitation, reasonable attorneys' fees), losses, charges, fees, fines and other expenses of any sort whatsoever, including, without limitation, the refusal of the DOE to provide reimbursement to CTI in respect of the Charging Stations awarded to you, incurred by CTI as a result of such installer's (i) failure to comply with any applicable law, including, without limitation, the Davis-Bacon Act or (ii) failure to provide CTI such documentation as is reasonably needed by it to comply with applicable DOE requirements.

(b) You agree to cause the installation of the Charging Stations, and the provision of such Charging Stations on the ChargePoint Network, within forty five (45) days of their delivery to You. In the event that the Charging Stations have not been installed by the expiration of such forty five day period, CTI reserves the right to reclaim the Charging Stations. In the event that You are having trouble arranging for the installation of the Charging Stations by an Authorized Distributor or an installer chosen by such Authorized Distributor, please contact CTI as soon as possible so that it can assist you in obtaining prompt installation of the Charging Stations.

(c) The Charging Stations are not to be removed from their packaging by any person other than the installer.

4. **Warranty/Limitation of Liability.** (a) **Warranty.** The Charging Station is covered by the terms of CTI's standard Warranty (the "Warranty") for a period beginning on the date of installation and running until December 31, 2013. A copy of the Warranty is included with this agreement. All applicable warranties with respect to the Charging Station are set forth in the Warranty, and are hereby incorporated by reference into this Agreement. (b) **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 4 AND IN THE WARRANTY, CTI MAKES NO WARRANTY WITH RESPECT TO THE PERFORMANCE OF THE CHARGING STATION, THE CHARGEPOINT™ NETWORK STANDARD SERVICES OR THE CHARGEPOINT™ NETWORK, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. CTI EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS BY THE CHARGING STATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CTI DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF THE CHARGING STATION. (c) **Limitation of Liability.** (i) REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CTI BE LIABLE FOR ANY LOST



**Coulomb
Technologies**



REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE CHARGING STATION, THE CHARGEPOINT™ NETWORK, ANY CHARGEPOINT™ NETWORK SERVICE PLANS, OR OTHERWISE OR BASED ON ANY EXPRESSED, IMPLIED OR CLAIMED WARRANTIES BY YOU NOT SPECIFICALLY SET FORTH IN THIS ADDENDUM. BECAUSE SOME STATES OR JURISDICITON DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY. (ii) YOUR SOLE REMEDY FOR ANY BREACH BY CTI OF ITS OBLIGATIONS OR WARRANTIES UNDER THIS AGREEMENT SHALL BE LIMITED TO, AT CTI'S OPTION, REPAIR OR REPLACEMENT OF THE CHARGING STATION. (d) Warranty Exclusions. Exclusive Remedies. THE REMEDIES CONTAINED IN SECTION 4 ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND ARE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES YOU MAY HAVE AGAINST CTI WITH RESPECT TO THE PERFORMANCE OF THE CHARGING STATIONS, THE CHARGEPOINT™ SERVICE PLANS OR THE CHARGEPOINT™ NETWORK.

5. **Access to the Public.** All of the Charging Stations will be installed in a manner and in locations that make them available for access and use by the general public. The Charging Stations, and the facilities in which they are located, shall be kept clean and in good repair. You shall promptly call CTI or an Authorized Distributor in order to arrange for the repair of any non-functioning Charging Stations.
6. **Network Access.** As a part of the award, You will receive a free subscription for ChargePoint™ Network Commercial Service Plan, as defined in the ChargePoint™ Master Services Subscription Agreement (the "Master Services Agreement"), that will expire December 31, 2013 (the "Subscription Period"). You must execute a copy of the Master Services Agreement as a part of your obligations under this ChargePoint America™ Station Award Agreement and must keep the Charging Stations connected to the ChargePoint™ Network throughout the entire Subscription Period. CTI offers various other services, such as billing services, which may be accessed through the ChargePoint Network™. All of such services are subject to CTI's standard terms and conditions.
7. **Access to Information.** In consideration of your receipt of the Charging Stations and free subscription to ChargePoint™ Network Commercial Service Plan, you agree to provide and release to CTI, the DOE, such other participants and partners of CTI in the Program as CTI shall determine necessary, all data and information relating to You, Your electric vehicles, if any, and their use, the use by others of Your Charging Stations and Your use of the Charging Stations and any public Charging Stations and infrastructure (the "Data"). You acknowledge and agree that the Data may be used by any of the above-described persons for any purpose, including analyzing Your use and charging patterns, the public's use of Your Charging Stations, the effectiveness of infrastructure put in place to meet the needs of drivers of electric vehicles, and the efficacy of the Program. Your performance of this Agreement and willingness to supply and release Data to the persons described in the immediately preceding paragraph is a material condition to CTI's willingness to enter into this Agreement with You and provide the Charging Stations hereunder. You understand, acknowledge and agree that CTI will need Your reasonable cooperation and assistance, and You agree to provide your reasonable cooperation and assistance to CTI, so that CTI can successfully conduct its testing and collect Data from You, the Charging Stations, and public electric vehicle infrastructure utilized by You and others. Except as set forth in this Section 7, the use of the Charging Stations will be subject to CTI's standard privacy policy (the "Privacy Policy"). The Privacy Policy is located on CTI's web site and may be accessed at:



<http://www.coulombtech.com/privacy-policy.php> Notwithstanding anything to the contrary contained in this Section 7, or in the Privacy Policy, CTI reserves the right, on behalf of the DOE, to collect certain anonymous information regarding the use and operation of the Charging Stations.

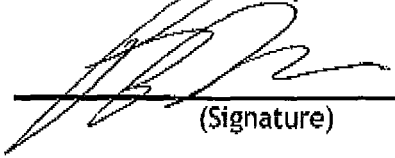
8. **Certain Rights of the United States Government.** Notwithstanding the fact that You are being awarded the Charging Stations under the Program, the United States Government reserves the right to seize the Charging Stations under certain, limited circumstances, including, without limitation, national emergency.
9. **No Right to Remove, Move or Sell the Charging Stations.** The Charging Stations may not be removed, moved or sold from their place of installation, prior to January 1, 2014, without the prior written consent of CTI.
10. **Failure to Comply with Terms of the Program.** In the event that You fail to comply with the terms of the program, including, but not limited to (i) the use of an CTI authorized installer (ii) providing documentation of the installation costs (iii) allowing public access to the station(s), You are liable for losses and/or damages incurred by CTI. If You fail to comply with the program or make restitution within 30 days of receiving a demand notice from CTI, CTI reserves the right to repossess the charging station(s) You received under the grant.
11. **Additional Charging Stations.** In the event that You have purchased Charging Stations that are to become a part of the Program, CTI's standard terms and conditions shall apply.
12. **No Amendment or Modification.** No modification, amendment or waiver of this Agreement shall be effective unless in writing and either signed or electronically accepted by the party against whom the amendment, modification or waiver is to be asserted.
13. **Waiver.** CTI's failure at any time to require your performance of any obligation under this Agreement will in no way affect the full right to require such performance at any time thereafter. CTI's waiver of a breach of any provision of this Agreement will not constitute a waiver of the provision itself. CTI's failure to exercise any of its rights provided in this Agreement will not constitute a waiver of such rights. No waiver will be effective unless in writing and signed by a CTI authorized representative. Any such waiver will be effective only with respect to the specific instance and for the specific purpose given.
14. **Applicable law.** This Agreement will be construed, and performance will be determined, according to the laws of the State of California without reference to such state's principles of conflicts of law and the state and federal courts of California shall have exclusive jurisdiction over any claim arising under this Agreement.
15. **Waiver of Jury Trial.** You and CTI each hereby waive any right to jury trial in connection with any action or litigation arising out of this Agreement.
16. **Severability.** Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either You or CTI will to any extent be determined by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, You and CTI or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.



- 17. **Assignment.** You may not assign any of your rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of CTI.
- 18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.
- 19. **Priority.** To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any purchase order, the Agreement shall prevail. To the extent of any conflict or inconsistency between the terms and conditions of the Warranty and any purchase order, the Warranty shall prevail.
- 20. **Availability of Stations -** There is a limited number of charging stations in the program. Receipt of this ChargePoint America Station Award Agreement does not guarantee your organization a station. Allocation of remaining stations is at the sole discretion of CTI based primarily on the availability of program funds and return of completed agreements in a timely manner.

COULOMB TECHNOLOGIES, INC.

AWARDEE:

By: 
(Signature)

By: _____
(Signature)

Name: Pasquale Romano

Name: _____

Title: CEO

Title: _____



APPENDIX A - CHARGING STATION LOCATIONS

Station #1-4: 765 Portola Road, Portola Valley CA 94028

CHARGEPOINT®
MASTER SERVICES AND SUBSCRIPTION AGREEMENT

IMPORTANT: PLEASE READ THIS MASTER SERVICES AND SUBSCRIPTION AGREEMENT ("AGREEMENT") CAREFULLY.

THIS AGREEMENT GOVERNS REGISTRATION OF YOUR CHARGING STATION (OR THE CHARGING STATIONS OF THE ORGANIZATION YOU REPRESENT) ON THE CHARGEPOINT NETWORK AND ACTIVATION OF CHARGEPOINT NETWORK SERVICES ON YOUR CHARGING STATIONS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE AUTHORITY TO BIND SUCH COMPANY OR OTHER LEGAL ENTITY TO THESE TERMS AND CONDITIONS; IF NOT, YOU MAY NOT ENTER INTO THIS AGREEMENT AND MAY NOT USE THE CHARGEPOINT SERVICES.

SUBSCRIBER AGREES THAT IT MAY NOT AND WILL NOT ACCESS THE CHARGEPOINT NETWORK SERVICES FOR PURPOSES OF MONITORING THEIR AVAILABILITY, PERFORMANCE OR FUNCTIONALITY, OR ANY OTHER BENCHMARKING OR COMPETITIVE PURPOSE.

1. **DEFINITIONS.** The following terms shall have the definitions set forth below when used in this Agreement:

1.1 **"Affiliate"** means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control", for purposes of this definition, means direct or indirect ownership or control of fifty percent (50%) or more of the voting interests of the subject entity.

1.2 **"ChargePoint® Network"** means the open-platform network of electric vehicle charging stations and the vehicle charging applications it delivers, that is operated and maintained by CTI (as defined below) in order to provide various services to, among others, Subscriber and its employees.

1.3 **"ChargePoint Services"** means, collectively, the various software as a service offerings made available for subscription by CTI.

1.4 **"ChargePoint Web Portal"** means any of the secure Internet web portals established and maintained by CTI which will allow Subscriber to access ChargePoint Services.

1.5 **"Charging Station"** means the electric vehicle charging station(s) purchased by Subscriber, whether manufactured by CTI or by another CTI licensed entity, which have embedded within them CTI hardware and/or firmware, enabling Subscriber to register and activate such charging stations on the ChargePoint Network.

1.6 **"CTI"** means Coulomb Technologies, Inc., a Delaware corporation.

1.7 **"CTI Marks"** means the various trademarks, service marks, names and designations used in connection with the CTI manufactured Charging Stations and/or the ChargePoint Network, including, without limitation, ChargePoint and ChargePass™.

1.8 **"CTI Intellectual Property"** means all Intellectual Property Rights of CTI relating to the CTI Marks, the ChargePoint Network, the ChargePoint Services, ChargePass, ChargePass Radio Frequency Identification Cards, ChargePass Accounts and all other Intellectual Property Rights of CTI, regardless of the nature of such rights.

1.9 **"Documentation"** means written information (whether contained in user or technical manuals, product materials, specifications or otherwise) pertaining to ChargePoint Services and/or the ChargePoint Network and made available from time to time by CTI to Subscriber in any manner (including on-line).

1.10 "Effective Date" means the date this Agreement is executed by Subscriber.

1.11 "Intellectual Property Rights" means all intellectual property rights, including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, franchises, licenses, inventories, know-how, trade secrets, Subscriber lists, proprietary processes and formulae, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and records.

1.12 "Malicious Code" means viruses, worms, time bombs, Trojan horses and all other forms of malicious code, including without limitation, malware, spyware, files, scripts, agents or programs.

1.13 "Party" means each of CTI and Subscriber.

1.14 "Cloud Services" means the various "software as a service" offerings made available for subscription to Subscriber by CTI.

1.15 "Services Fees" means the fees payable by Subscriber to CTI for subscribing to any ChargePoint Services as set forth in an applicable purchase order issued by Subscriber and accepted by CTI. Services Fees shall also include all fees payable by Subscriber, if any, pursuant to the provisions of the Flex Billing Addendum set forth at the end of this Agreement.

1.16 "Subscriber Authorized User" means any person authorized by Subscriber to access and use its Charging Stations.

2. CTI'S RESPONSIBILITIES AND AGREEMENTS.

2.1 NETWORK OPERATION. CTI agrees to provide and shall be solely responsible for: (i) provisioning and operating, maintaining, administering and supporting the ChargePoint Network infrastructure (other than Subscriber's Charging Stations and infrastructure for transmitting data from Networked Charging Stations to any ChargePoint Network operations center); (ii) provisioning and operating, maintaining, administering and supporting the ChargePoint Web Portal; and (iii) operating the ChargePoint Network in compliance with all applicable laws.

2.2 LIMITATIONS ON RESPONSIBILITY. CTI shall not be responsible for, and makes no representation or warranty with respect to the following: (i) Specific location(s) or number of Charging Stations now, or in the future, owned, operated and/or installed by persons other than Subscriber, or the total number of Charging Stations that comprise the ChargePoint Network; (ii) Continuous availability of electrical service to any of Subscriber's Charging Stations; (iii) Continuous availability of any wireless or cellular communications network or Internet service provider network necessary for the continued operation by CTI of the ChargePoint Network; (iv) Availability of or interruption of the ChargePoint Network attributable to unauthorized intrusions; and/or (v) Charging Stations that are not registered with and activated on the ChargePoint Network.

3. SUBSCRIBER'S RESPONSIBILITIES AND AGREEMENTS.

3.1 GENERAL. Subscriber shall be solely responsible for: (i) Keeping current its contact information, email address for the receipt of notices hereunder, and billing address for invoices; (ii) updating on the ChargePoint Web Portal, within five (5) business days, the registered location to which any of Subscriber's Charging Stations are moved; (iii) The non-warranty maintenance, service, repair and/or replacement of Subscriber's Networked Charging Stations as needed, including informing CTI of the existence of any Networked Charging Stations that are non-operational and not intended to be replaced or repaired by Subscriber; (iv) registration of and activation of Subscriber's Charging Stations

on the ChargePoint Network; and (v) Operating and maintaining Subscriber's Networked Charging Stations in compliance with all applicable laws.

3.2 REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER. Subscriber represents and warrants to CTI that: (i) It has the power and authority to enter into and be bound by this Agreement and to install the Charging Stations and any other electrical vehicle charging products to be registered and activated on the ChargePoint Network at Subscriber Location(s); (ii) The electrical usage to be consumed by Subscriber's Networked Charging Stations will not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase or other agreement including, without limitation, any lease, to which Subscriber is a party; and (iii) It has not installed or attached Charging Stations on or to infrastructure not owned by Subscriber without proper authority, or in a manner that will block any easement or right of way.

3.3 FURTHER AGREEMENTS OF SUBSCRIBER MADE IN CONNECTION WITH REGISTRATION OF CHARGING STATIONS ON THE CHARGEPOINT NETWORK AND USE OF CHARGEPOINT SERVICES. Subscriber further acknowledges and agrees with CTI that: (i) Subscriber will not remove, conceal or cover the CTI Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Networked Charging Stations or any peripheral equipment for use in connection with Subscriber's Charging Stations; (ii) Subscriber shall comply with, and shall have responsibility for and cause its employees and agents accessing or using ChargePoint Web Portals to comply with, all of the rules, regulations and policies of CTI; (iii) Subscriber shall be responsible for using the ChargePoint Services in compliance with this Agreement, and in particular, shall: (A) use commercially reasonable efforts to prevent unauthorized access to Purchased ChargePoint Services, (B) not sell, resell, license, rent, lease or otherwise transfer the ChargePoint Services to a third party, (C) not interfere with or disrupt the integrity of the ChargePoint Network, the ChargePoint Services or any third party data contained therein, and (D) not attempt to gain unauthorized access to the ChargePoint Network or the ChargePoint Services or their related systems or networks. All data collected by CTI in connection with the operation of the ChargePoint Network shall be owned by CTI; provided that Subscriber shall have the right to access and use such data, as it pertains to Subscriber's Charging Stations, through a subscription to one or more ChargePoint Services.

4. FEES AND PAYMENT FOR PURCHASED CHARGEPOINT SERVICES.

4.1 SERVICES FEES. Subscriber shall pay all Services Fees within thirty (30) days of its receipt of an invoice with respect thereto. Except as otherwise specified herein, (i) Services Fees are quoted in and payable in U.S. Dollars, (ii) Services Fees are based on Subscriber's choice of subscription to the ChargePoint Services and not on actual usage, (iii) payment obligations are non-cancelable and are non-refundable, and (iv) Services are non-transferable; provided that, Services may be transferred to a Charging Station that is purchased by Subscriber to replace a de-commissioned, previously networked, Charging Station.

4.2 OVERDUE SERVICES FEES. If any invoiced Services Fees are not received by CTI by the due date, then such charges: (i) may accrue late interest at the rate ("**Interest Rate**") of one and one-half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until paid, and (ii) in the event Subscriber has not paid Services Fees within thirty (30) days of the due date, CTI may condition future Services renewals and acceptance of purchase orders for additional ChargePoint Services on payment terms other than those set forth herein.

4.3 ACCELERATION AND SUSPENSION OF CHARGEPOINT SERVICES. If any amount owing by Subscriber under this Agreement is more than thirty (30) days overdue, CTI may, without otherwise

limiting CTI's rights or remedies, terminate this Agreement, and/or suspend the use by Subscriber of the ChargePoint Services until such amounts are paid in full.

4.4 PAYMENT DISPUTES. CTI shall not exercise its rights under Section 4.2 (Overdue Services Fees) or Section 4.3 (Acceleration and Suspension of ChargePoint Services) if the applicable charges are under reasonable and good faith dispute and Subscriber is cooperating diligently to resolve the dispute.

5. AVAILABLE SERVICES. A description of the various ChargePoint Services currently available for subscription is included in the ChargePoint web site <http://www.mychargepoint.net>. CTI may make other ChargePoint Services available from time to time, and may amend the features offered with respect to any ChargePoint Service at any time and from time to time.

6. PROPRIETARY RIGHTS.

6.1 RESERVATION OF RIGHTS. CTI reserves all right, title and interest in and to the ChargePoint Services, including all related Intellectual Property Rights. No rights are granted to Subscriber hereunder except as expressly set forth herein. CTI shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in the ChargePoint Services any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber or Subscriber Authorized Users relating to the ChargePoint Services.

6.2 RESTRICTIONS ON USE. Subscriber shall not: (i) create derivative works based on the ChargePoint Services, (ii) copy, frame or mirror any part or content of the ChargePoint Services, other than copying or framing on Subscriber's own intranets or otherwise for Subscriber's own internal business purposes, (iii) reverse engineer any Charging Station or Cloud Service, or (iv) access the ChargePoint Network, any ChargePoint Web Portal or the ChargePoint Services for any improper purpose whatsoever, including, without limitation, in order to (A) build a competitive product or service, or (B) copy any features, functions, interface, graphics or "look and feel" of any ChargePoint Web Portal or the ChargePoint Services.

6.3 GRANT OF LIMITED LICENSE FOR CTI MARKS.

(a) LICENSE GRANT. Subscriber is granted under this Agreement the nonexclusive privilege of displaying the CTI Marks during the Term of this Agreement in connection with Subscriber Charging Stations. Subscriber warrants that it shall not use any of the CTI Marks for any products other than its Networked Charging Stations. From time to time, CTI may provide updated trademark usage guidelines with respect to Subscriber's use of the CTI Marks which will be made available on a ChargePoint Web Portal, in which case Subscriber thereafter shall comply with such guidelines. If no such guidelines are provided, then for each initial use of the CTI Mark, Subscriber must obtain CTI's prior written consent, which shall not be unreasonably withheld or delayed, and after such consent is obtained, Subscriber may use the CTI Mark in the approved manner. The CTI Marks may not be used under this Agreement as a part of the name under which Subscriber's business is conducted or in connection with the name of a business of Subscriber or its Affiliates.

(b) NO REGISTRATION OF CTI MARKS BY SUBSCRIBER. Subscriber shall not directly or indirectly register or apply for or cause to be registered or applied for any CTI Marks or any patent, trademark, service mark, copyright, trade name, domain name or registered design that is substantially similar to a CTI Mark, patent, trademark, service mark, copyright, trade name, domain name or registered design of CTI, or that is licensed to, connected with or derived from confidential, material or proprietary information imparted to or licensed to Subscriber by CTI.

(c) **TERMINATION AND CESSATION OF USE OF CTI MARKS.** Upon termination of this Agreement, Subscriber will immediately discontinue all use and display of the name "CTI" and the CTI Marks.

7. LIMITATIONS ON CTI'S AND SUBSCRIBER'S LIABILITY.

7.1 LIMITATION OF LIABILITY. CTI's aggregate liability under this Agreement shall not exceed the greater of (i) aggregate Services Fees paid by Subscriber to CTI in the calendar year prior to the event giving rise to the Claim or (ii) Ten Thousand Dollars (\$10,000).

7.2 EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE CHARGEPOINT NETWORK, ANY CHARGEPOINT SERVICES, THIS AGREEMENT OR OTHERWISE OR BASED ON ANY EXPRESSED, IMPLIED OR CLAIMED WARRANTIES BY SUBSCRIBER NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT. BECAUSE SOME STATES OR JURISDICITON DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY; PROVIDED THAT, IN SUCH INSTANCES, CTI'S LIABILITY IN SUCH CASES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7.3 EXCLUSION OF WARRANTIES. THE CHARGEPOINT NETWORK AND THE CHARGEPOINT SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR SUBSCRIBER'S USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY; PROVIDED THAT, IN SUCH INSTANCES THE IMPLIED WARRANTIES GRANTED BY CTI SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7.4 ELECTRICAL, CELLULAR AND INTERNET SERVICE INTERRUPTIONS. Neither CTI nor Subscriber shall have any liability whatsoever to the other with respect to damages caused by: (i) electrical outages, power surges, brown-outs, utility load management or any other similar electrical service interruptions whatever the cause; (ii) interruptions in wireless or cellular service linking Networked Charging Stations to the ChargePoint Network; (iii) interruptions attributable to unauthorized ChargePoint Network intrusions; or (iv) interruptions in services provided by any Internet service provider not affiliated with CTI. This includes the loss of data resulting from such electrical, wireless, cellular or Internet service interruptions.

7.5 CELLULAR CARRIER RESTRICTIONS. IN ORDER TO DELIVER THE CHARGEPOINT SERVICES, CTI HAS ENTERED INTO CONTRACTS WITH ONE OR MORE UNDERLYING WIRELESS SERVICE CARRIERS (THE "UNDERLYING CARRIER"). SUBSCRIBER HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING CARRIER AND SUBSCRIBER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CTI AND THE UNDERLYING CARRIER. SUBSCRIBER UNDERSTANDS AND AGREES THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO SUBSCRIBER, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. SUBSCRIBER AGREES TO INDEMNIFY AND HOLD HARMLESS THE UNDERLYING CARRIER AND ITS OFFICERS, EMPLOYEES, AND AGENTS AGAINST ANY AND ALL CLAIMS, INCLUDING WITHOUT LIMITATION CLAIMS FOR LIBEL, SLANDER, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING IN ANY WAY, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH USE, FAILURE TO USE, OR INABILITY TO USE THE WIRELESS

SERVICES EXCEPT WHERE THE CLAIMS RESULT FROM THE UNDERLYING CARRIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNITY WILL SURVIVE THE TERMINATION OF THE AGREEMENT. SUBSCRIBER HAS NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO IT, AND UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED. SUBSCRIBER UNDERSTANDS THAT CTI AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE SERVICES. THE SUBSCRIBER MAY NOT RESELL THE SERVICE TO ANY OTHER PARTY.

8. TERM AND TERMINATION.

8.1 TERM OF AGREEMENT. This Agreement shall become effective on the Effective Date and shall continue until the expiration of all of Subscriber's subscriptions to ChargePoint Services.

8.2 SUBSCRIPTION TERM. Subscriptions to ChargePoint Services acquired by Subscriber shall commence on (i) if such services are acquired for use with a new Charging Station, the earlier to occur of (x) the date such new charging station is installed and provisioned on the ChargePoint Network or (y) forty five (45) days after the date such new charging station is installed and (ii) in all other cases, the start date specified in the purchase order related thereto. ChargePoint Services subscribed to by Subscriber shall continue for the applicable subscription term (the "Subscription Term"), unless this Agreement is otherwise terminated, changed or canceled by CTI or Subscriber as allowed by the terms and conditions set forth herein.

8.3 TERMINATION.

(a) **BY CTI.** This Agreement, all Subscription Terms and Subscriber's continuing access to ChargePoint Services may be immediately suspended or terminated: (i) if Subscriber is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days, or five (5) days in the case of any payment default, of the date of its receipt of written notice thereof, (ii) Subscriber becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors, (iii) upon the determination by any regulatory body that the subject matter of this Agreement is subject to any governmental regulatory authorization or review that imposes additional costs of doing business upon CTI, or (iv) if, pursuant to the terms of this Agreement, CTI is otherwise permitted the right to terminate upon the occurrence of an event or events.

(b) **BY SUBSCRIBER.** This Agreement may be immediately terminated by Subscriber without prejudice to any other remedy of Subscriber at law or equity: (i) if CTI is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof, or (ii) CTI becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors. This Agreement may be terminated by Subscriber for convenience upon the voluntary deactivation and removal from registration via the applicable ChargePoint Web Portal of all Networked Charging Stations owned by Subscriber from the ChargePoint Network, at which time this Agreement shall terminate effective immediately; provided, that Subscriber shall not be entitled to any refund of any Service Fees as a result of such termination for convenience.

8.4 REFUND OR PAYMENT UPON TERMINATION. Upon any termination of this Agreement for cause by Subscriber pursuant to Section 8.3(b)(i), or (ii) the election of CTI to terminate this Agreement pursuant to Section 8.3(a)(iii), CTI shall refund to Subscriber a pro-rata portion of any pre-paid Service Fees based upon the Subscription Term for which such fees were paid and the remaining period of such Subscription Term. Upon any termination for cause by CTI pursuant to Section 8.3(a)(i),

(ii) or (iv) or upon the voluntary removal from registration and activation of all of Subscriber's Network Charging Stations from the ChargePoint Network, Subscriber shall pay any unpaid Service Fees covering the remainder of all Subscription Terms. In no event shall any termination relieve Subscriber of any liability for the payment of Service Fees for any period prior to the termination date.

9. **AMENDMENT OR MODIFICATION.** No modification, amendment or waiver of this Agreement shall be effective unless in writing and either signed or electronically accepted by the party against whom the amendment, modification or waiver is to be asserted.

10. **WAIVER.** The failure of either Party at any time to require performance by the other Party of any obligation hereunder will in no way affect the full right to require such performance at any time thereafter. The waiver by either Party of a breach of any provision hereof will not constitute a waiver of the provision itself. The failure of either Party to exercise any of its rights provided in this Agreement will not constitute a waiver of such rights. No waiver will be effective unless in writing and signed by an authorized representative of the Party against whom such waiver is sought to be enforced. Any such waiver will be effective only with respect to the specific instance and for the specific purpose given.

11. **FORCE MAJEURE.** Except with respect to payment obligations, neither CTI nor Subscriber will be liable for failure to perform any of its obligations hereunder due to causes beyond such party's reasonable control and occurring without its fault or negligence (a "*Force Majeure Event*"). A Force Majeure Event will include, but not be limited to, fire, flood, earthquake or other natural disaster (irrespective of such party's condition of any preparedness therefore); war, embargo; riot; strike; labor action; any lawful order, decree, or other directive of any government authority that prohibits a party from performing its obligations under this Agreement; material shortages; shortage of transport; and failures of suppliers to deliver material or components in accordance with the terms of their contracts.

12. **APPLICABLE LAW.** This Agreement will be construed, and performance will be determined, according to the laws of the State of California without reference to such state's principles of conflicts of law and the state and federal courts located in Santa Clara County, California, shall have exclusive jurisdiction over any claim arising under this Agreement.

13. **WAIVER OF JURY TRIAL.** Each Party hereby waives any right to jury trial in connection with any action or litigation arising out of this Agreement.

14. **SURVIVAL.** Those provisions dealing with the Intellectual Property Rights of CTI, limitations of liability and disclaimers, restrictions of warranty, Applicable Law and those other provisions which by their nature or terms are intended to survive the termination of this Agreement will remain in full force and effect as between the Parties hereto as contemplated hereby.

15. **SEVERABILITY.** Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Party will to any extent be determined jointly by the Parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, the Parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby. If, however such invalidity or unenforceability will, in the reasonable opinion of either Party cause this Agreement to fail of its intended purpose and the Parties cannot by mutual agreement amend this Agreement to cure such failure, either Party may terminate this Agreement for cause as provided herein above.

16. **ASSIGNMENT.** Subscriber may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of CTI (not to be unreasonably withheld). In the event of any purported assignment in breach of this Section 15, CTI shall be entitled, at its sole discretion, to terminate this Agreement upon written notice given to Subscriber. In the event of

such a termination, Subscriber shall pay any unpaid Service Fees covering the remainder of the Service Term for any accepted Purchase Orders. In no event shall any termination relieve Subscriber of any liability for the payment of Service Fees or Session Processing Fees for any period prior to the termination date. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. CTI may assign its rights and obligations under this Agreement.

17. **NO AGENCY OR PARTNERSHIP CREATED BY THIS AGREEMENT.** CTI, in the performance of this Agreement, is an independent contractor. In performing its obligations under this Agreement, CTI shall maintain complete control over its employees, its subcontractors and its operations. No partnership, joint venture or agency relationship is intended by CTI and Subscriber to be created by this Agreement.

18. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations and writings. All purchase orders issued by Subscriber shall state that such purchase orders are subject to all of the terms and conditions of this Agreement, and contain no other term other than the type of Subscription, the number of stations for which such Subscription is ordered, the term of such subscriptions and applicable subscription fees. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any purchase order, the Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other documentation shall be incorporated into or form any part of this Agreement, and all such purported terms and conditions shall be null and void.

19. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.

COULOMB TECHNOLOGIES, INC.

Subscriber

By: [Signature]
(Signature)

By: _____
(Signature)

Name: Pasquale Romano

Name: _____

Title: CEO

Title: _____

Address: Coulomb Technologies Inc

Address: _____

City: 1692 Dell Ave

City: _____

State: Campbell CA 95008-6901

State: _____ Zip Code: _____

Email Address for Notices: counsel@CoulombTech.com

Email Address for Notices: _____

Date: 9/22/2011

Date: _____

FLEX BILLING ADDENDUM **Flex Billing Manager and Flex Billing Service**

The Provisions of this Flex Billing Addendum apply in those situations where Subscriber charges Users for the use of its Networked Charging Stations and CTI provides management, collection and/or processing services related to such charges.

Applicable Terms and Conditions.

1. Definitions. The following defined terms shall apply for purposes of this Flex Billing Addendum (this "Addendum")

"Net Session Fees" means the total amount of Session Fees collected on behalf of the Subscriber by CTI less Session Authorization Fees, Session Processing Fees and Taxes and Regulatory Charges (as defined below), if any, required by law to be collected by CTI from Users in connection with the use of Networked Charging Stations. Except as required by law, Subscriber shall be responsible for the payment of all Taxes and Regulatory Charges incurred in connection with the Networked Charging Stations.

"Session" or "Charging Session" means a session during which a User is using Subscriber's Networked Charging Station to charge his or her electric vehicle and last for a continuous period of time measuring not less than five (5) minutes commencing when a User has accessed such Networked Charging Station and ending when such User has terminated such access.

"Session Authorization Fees" means the fees payable by the Subscriber to CTI to pre-authorize a Charging Session at a Commercial Networked Charging Station. The Session Authorization Fees is set forth below.

"Session Fees" means the fees set by the Subscriber for a Charging Session, including any applicable Taxes and/or Regulatory Charges.

"Session Processing Fees" means the fees charged by CTI for the management, collection and processing of Session Fees on behalf of Subscriber and the remittance of Net Session Fees to Subscribers. The Session Processing Fee is set forth below.

"User" means any person using Networked Charging.

2. FLEX-BILLING SERVICE FOR NETWORKED CHARGING STATIONS.

2.1. SESSION FEES. Subscriber shall have sole authority to determine and set in real-time the Session Fees (which shall include all applicable Taxes and Regulatory Charges, each as defined below) applicable to Subscriber's Networked Charging Stations.

2.2 DEDUCTIONS FROM SESSION FEES. In exchange for CTI collecting Session Fees on behalf of the Subscriber, the Subscriber hereby authorizes CTI to deduct from all Session Fees collected: (i) a Session Authorization Fee; (ii) a Session Processing Fee; and (iii) to the extent required by Section 3, applicable Taxes and Regulatory Charges. The Session Authorization Fee and the Session Processing Fees shall be charged in an amount and subject to the terms set forth in this Addendum.

2.3 PAYMENT TO SUBSCRIBER OF NET SESSION FEES. CTI shall remit Net Session Fees to Subscriber not more than thirty (30) days after the end of each calendar month to the address set forth in Subscriber's Account information registered on the applicable Network Web Portal.

3. TAXES AND REGULATORY CHARGES. Unless required by law or otherwise stated herein, Session Authorization Fees and Session Processing Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value added, sales, local, city, state or federal taxes ("**Taxes**") or any fees or other assessments levied or imposed by any governmental regulatory agency ("**Regulatory Charges**"). Subscriber is responsible for the payment of all Taxes and Regulatory Charges incurred in connection with Session Fees; *provided that*, CTI is solely responsible for all Taxes and Regulatory Charges assessable based on CTI's income, property and employees. Where CTI is required by law to collect and/or remit the Taxes or Regulatory Charges for which Subscriber is responsible, the appropriate amount shall be invoiced to Subscriber and deducted by CTI from Session Fees, unless Subscriber has otherwise provided CTI with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.

4. APPLICABLE FEES. The following fee schedule sets forth the applicable Session Authorization Fees and Session Processing Fees to be charged by CTI in connection with the provision of Flex Billing Manager and Flex Billing services.

<u>Fee Schedule¹</u>	<u>Transaction Volume</u>	<u>For Each Charging Session using ChargePass™ Card (per Host)</u>	<u>For Each Charging Session Using Credit Card (per Host)</u>
Session Authorization Fee²	<1,500/month	\$0.40 per Session	\$0.40 per Session
	<3,000/month	\$0.35 per Session	\$0.35 per Session
	<6,000/month	\$0.30 per Session	\$0.30 per Session
	>6,000/month	\$0.25 per Session	\$0.25 per Session
Session Processing Fee³	<1,500/month	5.0% of Session Fees	6.0% of Session Fees
	<3,000/month	4.5% of Session Fees	5.5% of Session Fees
	<6,000/month	3.5% of Session Fees	4.0% of Session Fees
	>6,000/month	3.0% of Session Fees	3.5% of Session Fees

¹ Subscriber is required to separately subscribe for the ChargePoint™ Standard Service in order to activate its Charging Stations on the ChargePoint™ Network.

² The Session Authorization Fee may not be increased more than once in any twelve (12) month period nor more than the greater of (i) ten percent (10%) or (ii) the Consumer Price Index rate of change promulgated by the United State Bureau of Labor Statistics with respect to the 12-month period just then ended when any notice of change is given by CTI to Subscribers.

³ CTI may increase the Session Processing Fee payable pursuant to this Agreement at any time after July 1, 2011, upon not less than one hundred eight (180) days notice (the "**Notice Period**") given by electronic notice posted to the Subscriber Portal and sent to each individual Subscriber Account, and any such change shall thereafter be binding and enforceable with respect to Subscriber after the expiration of such Notice Period; *provided, further,* that the Session Processing Fee may not be increased by more than one percentage point in any twelve (12) month period, nor in the aggregate, increased to more than twenty percent (20.00%) of Session Fees at any time.

Appendix A to Flex Billing Addendum: Account Information Form for Flex Billing Services

Complete and fax this form to Coulomb Technologies Sales Operations (+1- 214-716-1244) to sign up for Flex Billing services. All fields are required (except where noted).

Business Info

Business Legal Name: _____

Business Legal Address: _____
(Number) (Street) (City) (State/Province) (Postal Code) (Country)

Business Federal Tax ID: _____

Individual Point of Contact

Contact Name: _____

Contact Phone: _____

Contact Fax: _____

Contact Email Address: _____

Bank Account Info

Bank Name: _____

Bank Address: _____
(Number) (Street) (City) (State/Province) (Postal Code) (Country)

Bank Routing number or Swift Code: _____

Bank's Account number (if applicable): _____

Business's Account Number: _____

Business's Account Name: _____
(Remit To Name, if different than Business Legal Name)

Business's Account Address: _____
(Remit To Address, if different than Business Legal Address)

Business's Federal Tax ID: _____
(if Remit To Entity is if different than Business Legal Entity)

Additional Information (for Non-US Customers Only)

Intermediary Bank Name: _____

Intermediary Bank Address: _____
(Number) (Street) (City) (State/Province) (Postal Code) (Country)

Intermediary Bank Routing or Swift Code: _____

Intermediary Bank' Account number if applicable: _____



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: Mayor and Members of the Town Council

FROM: Angela Howard, Town Manager

DATE: September 28, 2011

RE: Agreement with Ralph Andersen & Associates for Town Manager Recruitment

At the council meeting of July 13, 2011, the council approved issuance of a Request for Proposal (RFP) for Executive Search Services for the Town Manager's position. In addition, the council approved a tentative recruitment schedule and appointed a council recruitment subcommittee comprised of Mayor Ted Driscoll and councilmember John Richards.

The RFP was issued on July 14, 2011 and the Town received 4 proposals. On Tuesday August 19, the subcommittee and Town Manager interviewed three search firms: Bob Murray & Associates, William Avery & Associates, and Ralph Anderson & Associates.

With the completion of the interview process, the subcommittee is now recommending that the Town enter into an agreement with Ralph Andersen & Associates to conduct the search. Attached is an Agreement for Services and updated recruitment schedule.

Recommendation

It is recommended that the council approve the attached agreement with Ralph Andersen & Associates in the amount of \$19,000 for professional services and \$5,500 for expenses. Funds for this expense have been included in the 2011-2012 adopted budget.

AGREEMENT

THIS AGREEMENT is made and entered into on the **28th day** of September, 2011, By and between the TOWN OF PORTOLA VALLEY ("Town") and Ralph Andersen & Associates.

In consideration of their mutual covenants, the parties hereto agree as follows:

1. CONTRACTOR. Shall provide or furnish the following specified services and/or materials:

Assist in the development of the selection process and participate in that process, including meetings with the Town Council, key staff members, and any recruitment subcommittee the Council may appoint. Review the current compensation package and recommend changes, if necessary, based upon market and competitive conditions. Assist the Town Council in the development of a candidate profile which addresses the specific duties, responsibilities, operational issues, education and experience, personal characteristics and traits, and other factors that are relevant to the position. Develop a community profile and recruitment brochure to aid in the active recruitment of a Town Manager. Develop a marketing strategy that utilizes professional contacts, supplemented by selected advertising and direct solicitation of known desirable candidates. Screen all applications and resumes to ensure that minimum qualifications are met. Assist the Town Council in further screening and evaluation of the candidates to establish a qualified semi-finalist group, including the conduct of personal interviews, as requested. Facilitate the final interview process with suggested interview questions. Schedule and coordinate interviews of finalists. Conduct criminal, driver's, credit, and other related background checks. Research, as requested, personal, professional, and academic qualifications thoroughly and discreetly. Assist, as requested, in negotiating a total compensation package with the desired candidate.

Further described in Exhibit A – Proposal.

2. EXHIBITS. The following attached exhibits hereby are made part of this Agreement:

Exhibit A – Proposal

3. TERM. The services and/or materials furnished under this Agreement shall commence upon execution of this agreement and shall be completed and in operation before **April 30, 2012**.

4. COMPENSATION. Monthly as stated in Consultant's proposal.

Town shall pay Contractor: per schedule specified on page 14 of the Consultant's proposal.

Amount not to exceed \$24,500.00 upon completion of all work and acceptance by the Town Manager. Fee includes \$19,000 for professional services and \$5,500 for search expenses.

Contractor shall pay Town: (N/A)

5. GENERAL TERMS AND CONDITIONS.

- a. **HOLD HARMLESS**. Contractor agrees to indemnify, defend and hold harmless the Town, its officers, agents and employees from any and all demands, claims or liability of any nature caused by, or arising out of the performance of Contractor under this Agreement.

- b. INSURANCE. Contractor shall file with the Town a certificate of insurance before commencing any services under this Agreement meeting minimum coverage requirements established by the Town Manager. The Contractor must have a valid Town business license.
- c. NON-DISCRIMINATION. No discrimination shall be made in the employment of persons under this Agreement because of the race, color, national origin, age, sexual orientation, ancestry, religion or sex of such person.
- d. INTEREST OF CONTRACTOR. It is understood and agreed that this Agreement is not a contract of employment in the sense that the relation of master and servant exists between the Town and undersigned. At all times, Contractor shall be deemed to be an independent Contractor and Contractor is not authorized to bind the Town to any contracts or other obligations. In executing this Agreement, Contractor certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of the Town.
- e. CHANGES. This Agreement shall not be assigned or transferred without the written consent of the Town. No changes or variations of any kind are authorized without the written consent of the Town Manager.
- f. TERMINATION. This Agreement may be terminated immediately, with or without cause, by the Town upon written notice to Contractor. Monies then owing based upon work satisfactorily accomplished shall be paid to the Contractor.

6. INVOICING. Send all invoices to the contract coordinator at the address below.

This Agreement shall become effective upon its approval and execution by Town. In witness whereof, the parties have executed this agreement the day and year first written above.

Contract Representatives:

Town of Portola Valley

Ralph Andersen & Associates

Town Manager
765 Portola Road
Portola Valley, CA 94028
(650) 851-1700 ext. 215

5800 Stanford Ranch Road
Suite 410
Rocklin, California 95765
(916) 630-4900

CONTRACTOR:

By: Heather Renseller

Title: President/CEO

Social Security or I.R.S. Number: 94-2299383

TOWN OF PORTOLA VALLEY:

By: _____
Town Manager

Date: _____

Suggested Recruitment Schedule Town of Portola Valley Town Manager Recruitment

Activity	Estimated Completion Date
Council Meeting Approve agreement with Executive Search Firm	September 28, 2011
Recruiter to meet with Town Council to gain insight and develop Recruitment Announcement & Materials	October 26, 2011
Council Meeting to Approve Recruitment Announcement & Materials	November 9, 2011
Deadline for receipt of Applications	January 16, 2012
Update Only – Review with Town Council List of Applicants in Closed Session	January 25, 2012
Council Interviews Candidates and Selects Finalists (Regular Meeting or Special Meeting)	February 22, 2012
Background and Reference Checks Offer of Employment Negotiation of Employment Agreement	Early March 2012
Council Meeting Announce Selection Approval of Employment Agreement (Regular Meeting)	March 14, 2012
Start date	April 2012

"Exhibit A"

The Town of Portola Valley, California



REQUEST FOR PROPOSALS TOWN MANAGER EXECUTIVE SEARCH SERVICES

All proposals must be received by Friday, July 29, 2011 at 5:00 p.m.

No extensions will be granted.

Please submit digital proposals only to the Town Manager's Office:

Town of Portola Valley
Attn: Angela Howard, Town Manager
E-mail: ahoward@portolavalley.net

Phone: (650) 851-1700

Fax: (650) 851-4677

1. Purpose of Request

The Town of Portola Valley, California is requesting proposals from skilled executive search firms to assist in conducting a search that will lead to the selection of a new Town Manager. The Town's current Town Manager has announced her intention to retire in April 2012, after over twenty years of service. The Town is interested in completing the search and selection process for the new Town Manager by March, 2012, with an anticipated start date of April 2012.

Incorporated in 1964, Portola Valley is a General Law city operating under a Council-Mayor form of governance. An elected five-member Town Council sets policy for the Town, with valuable assistance from the Town's 16 volunteer advisory committees. The Town Council appoints the Town Manager, Town Attorney, and members of the volunteer advisory committees and commissions. All other employees are appointed by the Town Manager.

Portola Valley lies in the scenic foothills of southern San Mateo County just five miles west of Palo Alto. Covering ten square miles and with a population of approximately 4,500, the Town prides itself on its small town rural character. With a staff of thirteen full-time positions and two part-time positions, the Town's annual budget for 2011-12 is \$6.7 million. It contracts for police services with the San Mateo County Sheriff's Office and is served by an independent fire district.

2. Time Schedule

The Town intends to follow a selection timetable that should result in the selection of an executive search firm by August 24, 2011. Proposals will be accepted from July 14, 2011 through July 29, 2011 at 5:00 p.m. A recruitment timetable is included as Attachment A. Respondents should be available to interview with a Recruitment Subcommittee of the Town during the week of August 8, 2011.

3. Scope of Services

The executive search firm will:

- A. Assist in the development of the selection process and participate in that process, including meetings with the Town Council, key staff members, and any recruitment subcommittee the Council may appoint.
- B. Review the current compensation package and recommend changes, if necessary, based upon market and competitive conditions.
- C. Assist the Town Council in the development of a candidate profile which addresses the specific duties, responsibilities, operational issues, education and experience, personal characteristics and traits, and other factors that are relevant to the position.
- D. Develop a community profile and recruitment brochure to aid in the active recruitment of a Town Manager.
- E. Develop a marketing strategy that utilizes professional contacts, supplemented by selected advertising and direct solicitation of known desirable candidates.
- F. Screen all applications and resumés to ensure that minimum qualifications are met.

- G. Assist the Town Council in further screening and evaluation of the candidates to establish a qualified semi-finalist group, including the conduct of personal interviews, as requested.
- H. Facilitate the final interview process with suggested interview questions.
- I. Schedule and coordinate interviews of finalists.
- J. Conduct criminal, driver's, credit, and other related background checks.
- K. Research, as requested, personal, professional, and academic qualifications thoroughly and discreetly.
- L. Assist, as requested, in negotiating a total compensation package with the desired candidate.

4. Content of Proposals

Proposals should provide the following information:

- A. A statement of qualifications, history, and experience of the firm.
- B. Identification of all key personnel who will be assigned to the search project and the specific role of each individual.
- C. A brief explanation of the firm's objectives and approach to an executive search.
- D. A list of client references, including a brief description of projects that specifically involved executive searches for the position of City Manager or equivalent chief executive position.
- E. A list of information/resources required by the firm in order to perform the requested services.
- F. An outline of the process to be utilized, along with a timeline in which the recruitment can be expected to proceed.
- G. An estimated cost for professional fees and expenses for the project.

5. Submission of Proposals

The Town is requesting that proposals be submitted to Angela Howard, Town Manager in digital/electronic format only. The submitted proposal must be received by the Town Manager prior to the date and time indicated on the cover of this RFP. Late proposals will not be considered.

Submitted responses and any agreement or other documents become public records that are subject to review and copying by any person making an appropriate request for public records.

All direct or indirect costs related to the preparation of a response to this Request for Proposals or any oral presentation required to supplement and/or clarify a proposal which may be required by the Town shall be the sole responsibility of the respondent.

A respondent may withdraw their proposal at any time prior to the submission deadline by submitting a request for withdrawal, which is to be signed by the respondent or their authorized agent. Modifications offered in any manner will not be considered after the submission deadline.

During the proposal development, respondents' questions regarding the RFP or the process should be directed to:

Angela Howard, Town Manager
ahoward@portolavalley.net

Questions should be submitted via email no later than Wednesday, July 27, 2011 at 5:00 p.m. All submitted questions and the Town's responses will be made available on the Town's website (www.portolavalley.net) under "What's New / Special Projects."

The Town requests that respondents to this Request for Proposals do not contact other Town staff and/or members of the Town Council during the proposal process and evaluation phase.

6. Consideration of Proposals

A sub-committee of the Town Council shall review all proposals and evaluate them based upon, but not limited to, the following criteria:

- A. Responsiveness of the proposal to the RFP.
- B. Ability, capacity, and skill of the respondent to perform the services.
- C. Responses from the respondent's references.
- D. Methodology for conducting the recruitment.
- E. Experience in the successful placement of qualified City Managers, or similar local government Chief Executive Officers.
- F. Other information as may be required or secured.

Respondents should be available, upon reasonable notice, to meet with the subcommittee to respond to questions during the week of August 8, 2011. The subcommittee will then make a recommendation for the Town Council's consideration and approval on August 24, 2011.

The Town reserves the right to accept or reject any or all proposals, to waive any and all formalities and technicalities, and to accept the offer considered to be in the best interests of the Town of Portola Valley.

The Town also reserves the right to reject the proposal of any respondent who previously failed to perform properly or complete on time agreements of similar nature, or to reject the proposal from any respondent who, in the judgment of the Town Council, is not in a position to perform specified requirements contained therein.



Recruitment Schedule for Town Manager

July 13 Council Meeting	Approve Tentative Recruitment Schedule Approve RFP for Executive Search Firm Appoint Council Recruitment Subcommittee
July 14, 2011	RFP Issued
July 29, 2011	Deadline for Proposals
August 24 Council Meeting	Approve agreement with Executive Search Firm
September 14 Council Meeting	Approve Recruitment Announcement & Materials
December 16, 2011	Deadline for receipt of applications
Week of January 30, 2012	Council Interviews Candidates and Selects Finalists
February 2012	Background and Reference Checks Offer of Employment Negotiation of Employment Agreement
March 14 Council Meeting	Announce Selection Approval of Employment Agreement
April 2012	Start date



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO : Town Council

FROM : George Mader, Town Planning Consultant

DATE : 9/21/11

RE : Draft Letter to San Mateo County re. C-1 Trail

Recommendation

It is recommended that the council review the enclosed draft letter dated 9/21/11 regarding the C-1 trail, make any necessary revisions and send the letter to the Board of Supervisors.

Background

There is a lot of background on this topic. For instance, two meetings were held by the county at Ladera Oaks Tennis and Swim Club on 9/15 and 9/20. The results of those meetings are scheduled to be on the county web site on 9/26 alpinetrail@smc.org. The meetings were well attended. Residents of Stanford Weekend Acres present at the first meeting entered a number of objections. At the second meeting, there was considerable support from residents of Ladera. In addition, a county-led field trip of the entire trail was conducted on 9/17. Needless to say, there are some very strong opinions on this matter.

Quite simply, the question before the Board of Supervisors will be: Should the county elect to receive the 10 plus million dollars for the project or reject the offer in which case the funds will revert to Santa Clara County to use as the county sees fit. The trail is in need of major repair/replacement and the creek banks, which are being undermined by the creek, without protection will in time undermine parts of the existing trail as well as Alpine Road.

The substantial offer can provide for needed protection; whereas, the county does not have plans to undertake the project with county funds.

I will provide more background information at the meeting.

Enc.

cc. Angela Howard
Susan Gold
Howard Young
Sandy Sloan

DRAFT

Ms. Carole Groom, President
Board of Supervisors
San Mateo County
1st Floor
400 County Center
Redwood City, CA 94063

September 21, 2011

Subject: Acceptance of Funds for Construction of the C-1 Trail

Dear Supervisor Groom:

The Town Council of Portola Valley voted on September 28, 2011, to ask your board to accept the approximately ten million-dollar offer from Stanford University for completion of the C-1 trail. The Council believes that major improvement of the existing trail from the Portola Valley town boundary to Junipero Serra Boulevard is greatly needed in order to provide for public safety. Also, we endorse the two-phased process for this project as referred to later in this letter.

As you probably know, the section of the C-1 trail in Portola Valley has been completed and is already being enjoyed by residents of the town and nearby areas. We emphasize that the final design was under the control of the town and was not dictated by Stanford University. We invite members of your Board to view the trail in the field. Our experience in working with Stanford has been excellent.

For background, we point out that the town's adopted General Plan shows a bike path from Arastradero Road to Junipero Serra Boulevard, all within the Town's Planning Area. While the Town's plan labels this a Bike Path, it is in fact a paved facility intended for use by pedestrians and bikes. Also, as you know, the bike path is shown on the County's adopted Bikeway Plan, a part of the General Plan. Now that the first part of the C-1 trail has been completed, we urge consideration of completing the remaining section.

David Holland, Assistant County Manager, at the county-hosted community meeting on September 21, at Ladera Oaks Tennis and Swim Club, outlined the county's approach whereby the first phase of the project would be a design study with CEQA analysis. A second phase leading toward actual construction would then take place only if approved by your Board. We endorse this two-phased public process. In any study, we would encourage consideration of the safety of trail users as well as the safety of access from unincorporated Stanford Weekend Acres to Alpine Road. With limited sight distance and speeds on this heavily used two-lane road, residents have problems of ingress and egress, particularly during peak hours. We would also urge that the design study address other matters of safety including protection against major creek bank erosion that is threatening sections of the existing path as well as Alpine Road.

Thank you for the opportunity to provide the position of the Town on this important project.

Yours truly,

Ted Driscoll, Mayor

cc. David Holland, Assistant County Manager



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: Mayor and Members of the Town Council

FROM: Sharon Hanlon, Town Clerk

DATE: September 28, 2011

RE: 2010 / 2011 Grand Jury Report “County Officials Need to Make Noise about Aircraft Noise”

RECOMMENDATION:

It is recommended that the Town Council review and authorize Mayor Driscoll to send the attached letter of response to Honorable Joseph E. Bergeron, Judge of the Superior Court, regarding the recent Civil Grand Jury Reports on **County Officials Need to Make Noise about Aircraft Noise**.

BACKGROUND:

Each year the County’s Civil Grand Jury continues its historic role of providing oversight of the operations of local governments, school districts and special districts.

This year, the Grand Jury examined eleven issues, with reports regarding four of these issues having been forwarded to the Town for response within 90 days. Attached is the fourth and final response letter due the Grand Jury of the four reports received by the Town.

Councilmember Toben and the Town Attorney’s office have prepared the attached draft letter for the Mayor’s signature in response to the Grand Jury’s findings.

Approved:



Angela Howard, Town Manager

Attachments:

Exhibit A - Letter of response to “County Officials Need to Make Noise about Aircraft Noise”

“Exhibit A”

September 20, 2011

Honorable Joseph E. Bergeron
Judge of the Superior Court
Hall of Justice
400 County Center
Redwood City, CA 94063-1655

**Re: Response to 2010–2011 Grand Jury Report
County Officials Need to Make Noise about Aircraft Noise**

Dear Honorable Bergeron:

The Town Council for the Town of Portola Valley (“Town”) wishes to thank the 2010-2011 Grand Jury for its investigation into the workings of the San Francisco International Airport Roundtable (“SFO Roundtable”). The Grand Jury has uncovered deficiencies in the SFO Roundtable that are consistent with the Town’s experience and observations over the past several years.

The Town Council reviewed the findings, conclusions and recommendations in the above referenced 2010–2011 Grand Jury Report that affect the Town at its public meeting of September 28, 2011, and approved the following responses:

Findings

Finding No. 1

There has been an increase in both total departures and night departures from SFO. Increased volume and changed flight patterns have had an adverse impact on some northern San Mateo County communities including Brisbane and parts of Daly City and South San Francisco. Some of the areas currently experiencing the most severe impacts either declined to participate or were deemed ineligible for the original noise insulation program.

Response No. 1

The Town does not possess data and other information enabling it to agree or disagree with this finding.

Honorable Joseph E. Bergeron
Page 2

Finding No. 2

Noise data collected by SFO and monitored by the SFO Roundtable address noise averages and do not focus on single events. No data is collected on individual night-time events, which can be the most distressing to residents.

Response No. 2

The Town agrees that noise data collected by SFO and monitored by the SFO Roundtable address noise averages and do not focus on single events. The Town further agrees that no data are provided to the SFO Roundtable on the noise levels of individual night-time flights.

Finding No. 3

The violation of noise standards by any aircraft is deemed a misdemeanor and is punishable by a fine of \$1000. Under California law, San Mateo County has the authority to impose fines and sanctions for violations of noise regulations established by the State of California, Division of Aeronautics. San Mateo County does not impose fines or sanctions on offending airlines as a matter of policy.

Response No. 3

The Town has not researched the law to determine whether San Mateo County has the authority to impose sanctions for violations of California noise regulations. The Town agrees that San Mateo County does not presently levy fines or sanctions on offending airlines.

Finding No. 4

The State of California, which issues the airport operating permit, is not represented as an advisory member of the SFO Roundtable.

Response No. 4

The Town agrees that the State of California is not represented as an advisory member to the SFO Roundtable.

Finding No. 5

Reports received by the SFO Roundtable, prepared by the SFO Noise Abatement Office, are not easily accessible to the public on the website (www.SFORoundtable.org). Information on the website was not current and a message stating that the website is "under construction" was displayed for the approximately one year duration of this investigation.

Response No. 5

The Town agrees that reports prepared by the SFO Noise Abatement Office for the SFO Roundtable have not been easily accessible to the public on the Roundtable website. However, a new website is about to be launched that should improve this situation. The Town agrees that information on the current website is out of date. The Town is unable to comment on whether a message

Honorable Joseph E. Bergeron
Page 3

indicating that the website was “under construction” was displayed for approximately one year during the Grand Jury’s investigation.

Finding No. 6

The Roundtable membership does not include any individual residents, nor do they have any citizen representation on any subcommittees.

Response No. 6

The Town agrees with this finding.

Finding No. 7

The bylaws of the SFO Roundtable do not require that the Chairperson and Vice-Chairperson be elected representatives from the participating San Mateo County communities who are accountable to their constituencies. The current Chairperson of the SFO Roundtable is not an elected official.

Response No. 7

The Town agrees with this finding.

Finding No. 8

The level of attendance by SFO Roundtable members varies widely and is declining overall. Daly City has withdrawn from membership entirely, and the San Francisco Board of Supervisors representative has not appeared since February of 2009. The SFO Roundtable recently decided to reduce their meeting schedule from monthly to quarterly.

Response No. 8

The Town does not possess information enabling it to agree or disagree with this finding, except that the Town can confirm that the Roundtable’s schedule has been reduced to quarterly meetings.

Finding No. 9

Public participation at SFO Roundtable meetings is minimal. With one exception, all of the elected members of the SFO Roundtable and all of the residents interviewed stated that noise complaints were not a reliable source of feedback because people had either “given up” or did not believe that complaining was effective.

Response No. 9

The Town agrees that public participation at SFO Roundtable meetings is minimal. The Town does not possess information enabling it to agree or disagree with the finding that “with one exception, all of the elected members of the SFO Roundtable and all of the residents interviewed stated that noise complaints were not a reliable source of feedback because people had either ‘given up’ or did not believe that complaining was effective.” However, this finding is consistent with the experience of Town residents, who have largely

Honorable Joseph E. Bergeron
Page 4

given up contacting the Noise Abatement Office because complaints have no effect.

Finding No. 10

Daly City withdrew as a member of the SFO Roundtable in 2010, citing budget restraints as the reason. Membership fees for 2010 were \$750.

Response No. 10

The Town does not possess information enabling it to agree or disagree with this finding.

Conclusions

Conclusion No. 1

While numerous San Mateo County communities are affected to various degrees by aircraft noise from SFO, the most severe impacts are created by departures over Brisbane, Colma, Daly City, San Bruno and South San Francisco. The increasing frequency and intensity of aircraft noise, particularly at night, represents a problem for the quality of life for the residents of those communities.

Response No. 1

The Town agrees with this conclusion.

Conclusion No. 2

The San Mateo County Board of Supervisors has not recently taken an active role in addressing aircraft noise issues and has largely delegated this responsibility to the SFO Airport Roundtable.

Response No. 2

The Town agrees with this conclusion.

Conclusion No. 3

It would be more effective to have elected officials serve as Chairperson and Vice-chairperson of the SFO Roundtable, as they are directly accountable to the citizens.

Response No. 3

The Town strongly agrees with this conclusion.

Conclusion No. 4

Including a representative of the State of California, Division of Aeronautics, on the SFO Roundtable would add an important dimension and enhance effectiveness.

Response No. 4

The Town neither agrees nor disagrees with this conclusion. More analysis should be given to the pros and cons of adding a representative from the State Division of Aeronautics to the Roundtable.

Honorable Joseph E. Bergeron
Page 5

Conclusion No. 5

The lack of effectiveness of the SFO Roundtable has caused a decline in attendance and enthusiasm for participation in the SFO Roundtable. Community participation is minimal and not encouraged.

Response No. 5

The Town agrees that the effectiveness of the SFO Roundtable has diminished over the years. Among many past and current members of the SFO Roundtable, enthusiasm for participation in the SFO Roundtable is extremely low. The Town agrees that community participation is minimal and not encouraged.

Conclusion No. 6

The focus on average noise levels, rather than single events, can distort the extent and magnitude of the problem and foster the belief that complaining is futile.

Response No. 6

The Town agrees with this perceptive conclusion of the Grand Jury. The Town also joins the Town of Woodside in noting that the focus on “community noise equivalent levels” not only distorts the extent of the aircraft noise problem, but gives the appearance that public agencies do not care about multiple single noise events. This is evident in southern San Mateo County where aircraft noise from arriving flights is not constant, but periodically can be very loud.

Recommendations

Recommendation No. 1

Ensure that the locations of noise measuring and tracking equipment parallel current departure flight paths.

Response No. 1

The Town supports this recommendation and through its representative will encourage the SFO Roundtable to adopt it. The time frame for adoption of this recommendation is subject to approval by a majority of SFO Roundtable members, which the Town is unable to control. The Town further notes that the locations of noise measuring and tracking equipment also need to parallel current arrival flight paths, which affect South County communities.

Recommendation No. 2

Request the SFO Noise Abatement Office to deploy equipment to measure and track the intensity of structural vibration on departure flight paths.

Response No. 2

The Town supports this recommendation and through its representative will encourage the SFO Roundtable to adopt it. The time frame for adoption of this

Honorable Joseph E. Bergeron
Page 6

recommendation is subject to approval by a majority of SFO Roundtable members, which the Town is unable to control.

Recommendation No. 3

Change the focus of required data collection and reports to ACTUAL noise measurements rather than COMPLAINTS from residents about noise.

Response No. 3

The Town supports this recommendation and through its representative will encourage the SFO Roundtable to adopt it. The time frame for adoption of this recommendation is subject to approval by a majority of SFO Roundtable members, which the Town is unable to control.

Recommendation No. 4

Increase the focus on single event noise violations and frequency, especially with night departures, rather than the 65dbCNEL which represents an average of noise experienced within a 24 hour period.

Response No. 4

The Town supports this recommendation and through its representative will encourage the SFO Roundtable to adopt it. The time frame for adoption of this recommendation is subject to approval by a majority of SFO Roundtable members, which the Town is unable to control.

Recommendation No. 5

Adapt the "Fly Quiet" Program to include sanctions as well as rewards based on single event violations, particularly with night departures.

Response No. 5

The Town believes that this recommendation requires further analysis to determine (a) whether legal authority exists to levy sanctions for single event violations and if so what agency possesses such authority, and (b) whether remedies short of sanctions might effectively address the problem (e.g., increased reporting from the FAA, media publication of offending flights, retraining of pilots). The time frame for consideration of this recommendation is subject to approval by a majority of SFO Roundtable members, which the Town is unable to control.

Recommendation No. 6

Create a sub-committee of the SFO Roundtable comprised of the elected representatives from the northern San Mateo County cities most impacted by aircraft departure noise to focus on mitigating the problems in those communities.

Response No. 6

The Town supports this recommendation and through its representative will encourage the SFO Roundtable to adopt it. The time frame for adoption of this

Honorable Joseph E. Bergeron

Page 7

recommendation is subject to approval by a majority of SFO Roundtable members, which the Town is unable to control.

Recommendation No. 7

Modify the SFO Roundtable bylaws to require that both the Chair and Vice-Chair be elected officials from participating San Mateo County communities.

Response No. 7

The Town strongly supports this recommendation and through its representative will encourage the SFO Roundtable to adopt it. The time frame for adoption of this recommendation is subject to approval by a majority of SFO Roundtable members, which the Town is unable to control.

Recommendation No. 8

Expand SFO Roundtable membership to include a representative from the State of California, Division of Aeronautics, to serve as a liaison.

Response No. 8

This recommendation requires further analysis to assess the pros and cons of adding a representative from the State Division of Aeronautics to the Roundtable. The time frame for adoption of this recommendation is subject to approval by a majority of SFO Roundtable members, which the Town is unable to control.

The Town Council thanks the Grand Jury for bringing this complex issue to the Town's attention in an informative and thorough manner. Please let me know if you require additional information.

Sincerely,

Ted Driscoll
Mayor

cc: Town Council
Town Manager
Town Attorney

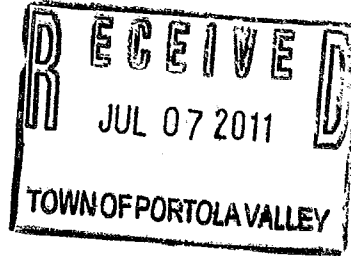


Hall of Justice and Records
400 County Center
Redwood City, CA 94063-1655

COURT EXECUTIVE OFFICER
CLERK & JURY COMMISSIONER

(650) 599-1200
FAX (650) 363-4698
www.sanmateocourt.org

July 6, 2011



Town Council
Town of Portola Valley
765 Portola Road
Portola Valley, CA 94028

Re: County Officials Need to Make Noise about Aircraft Noise

Dear Councilmembers:

The 2010-2011 Grand Jury filed a report on July 6, 2011 which contains findings and recommendations pertaining to your agency. Your agency must submit comments, within 90 days, to the Hon. Joseph E. Bergeron. Your agency's response is due no later than October 4, 2011. **Please note that the response should indicate that it was approved by your governing body at a public meeting.**

For all findings, your responding agency shall indicate one of the following:

1. The respondent agrees with the finding.
2. The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefore.

Additionally, as to each Grand Jury recommendation, your responding agency shall report one of the following actions:

1. The recommendation has been implemented, with a summary regarding the implemented action.
2. The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.
3. The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a time frame for the matter to be prepared for discussion by the officer or director of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame shall not exceed six months from the date of publication of the Grand Jury report.
4. The recommendation will not be implemented because it is not warranted or reasonable, with an explanation therefore.

Please submit your responses in all of the following ways:

1. Responses to be placed on file with the Clerk of the Court by the Court Executive Office.
 - Prepare original on your agency's letterhead, indicate the date of the public meeting that your governing body approved the response address and mail to Judge Bergeron.

Hon. Joseph E. Bergeron
Judge of the Superior Court
Hall of Justice
400 County Center; 2nd Floor
Redwood City, CA 94063-1655.
2. Responses to be placed at the Grand Jury website.
 - Copy response and send by e-mail to: grandjury@sanmateocourt.org. (Insert agency name if it is not indicated at the top of your response.)
3. Responses to be placed with the clerk of your agency.
 - File a copy of the response directly with the clerk of your agency. Do not send this copy to the Court.

For up to 45 days after the end of the term, the foreperson and the foreperson's designees are available to clarify the recommendations of the report. To reach the foreperson, please call the Grand Jury Clerk at (650) 599-1200.

If you have any questions regarding these procedures, please do not hesitate to contact Paul Okada, Deputy County Counsel, at (650) 363-4761.

Very truly yours,



John C. Fitton
Court Executive Officer

JCF:ck
Enclosure

cc: Hon. Joseph E. Bergeron
Paul Okada

Information Copy: Town Manager



County Officials Need to Make Noise about Aircraft Noise

[Issue](#) | [Background](#) | [Findings](#) | [Conclusions](#) | [Recommendations](#) | [Responses](#) | [Attachments](#)

Issue

Is the San Francisco International Airport Roundtable (SFO Roundtable) operating effectively to ensure that San Mateo County residents are not unduly impacted by aircraft noise?

Summary

The San Francisco International Airport (SFO), one of the busiest airports in the world, is experiencing significant expansion and an increase in both domestic and international flight traffic. While SFO is wholly owned and operated by the City and County of San Francisco, it is located entirely within the boundaries of San Mateo County. Many communities in close proximity to SFO and those located under departure flight paths are increasingly impacted by aircraft noise and vibration, especially from night departures.

The San Francisco Airport Roundtable serves as the primary forum to address the impact of aircraft noise on communities in San Mateo County. Comprised of elected officials from 17 San Mateo County cities along with representatives of San Francisco and SFO, the Airport Roundtable is tasked with monitoring noise and complaint data and interfacing with the public, local governments, state agencies, the FAA, the airline industry and SFO administrators on behalf of San Mateo County. The Grand Jury conducted an inquiry to determine if the Airport Roundtable was effectively representing those San Mateo County residents being impacted by aircraft noise and vibration.

The Grand Jury found that the effectiveness of the Airport Roundtable was diminishing, and that participation and enthusiasm for the SFO Roundtable was in decline. The City of Daly City, one of the communities most severely impacted by aircraft noise and night departures, has withdrawn from the Airport Roundtable. Monthly meetings of the Roundtable have been reduced to quarterly meetings. The Grand Jury recommended that the San Mateo County Board of Supervisors become actively involved in revitalizing the Airport Roundtable and recommended that Daly City renew their membership and appoint a fully engaged representative.

The Grand Jury further found that noise monitoring and mitigation efforts are primarily based on compliance with the federal standard of 65dbCNEL, which is an average noise level over a 24 hour period, and therefore does not address single aircraft noise events. They also determined that there is no mechanism in place to measure structural vibration. The Grand Jury recommended that the Roundtable expand their focus to include single aircraft noise events, particularly night departures, and request that the Noise Abatement Office deploy equipment to measure and monitor both single events and structural vibration.

The Grand Jury further found that the bylaws of the SFO Roundtable do not require that the Chair or Vice-chair be an elected representative of a member city, nor does it allow for any membership or committee representation by individual members of the community. It was also noted that there was no representation from the State of California, Division of Aeronautics. The Grand Jury recommends that the bylaws be amended to require the Chair and Vice-chair to be an elected official from a member city and expand membership to include a representative of the State of California, Division of Aeronautics. The Grand Jury also recommends that severely impacted cities form citizen advisory groups to work with their appointed representative on the Airport Roundtable to identify and mitigate aircraft noise in their communities.

Background

The San Francisco International Airport (SFO), is one of the busiest airports in the United States, serving as the gateway to Europe, Asia and Australia. In 2010 SFO served over 39 million passengers on some 387,000 flights. SFO serves as a major hub for United Airlines (now merged with Continental), and as the primary hub for Virgin Airlines. SFO is experiencing significant airport expansion and an increase in both domestic and international flight traffic into and out of SFO.

SFO is wholly owned and operated by the City and County of San Francisco, yet its 2300 acre operation is located entirely within the boundaries of unincorporated San Mateo County and in immediate proximity to numerous residential communities. While San Mateo County undoubtedly benefits economically from the presence of SFO within its borders, it also bears the brunt of the traffic congestion, pollution, and the vibration and noise generated by aircraft and related airport activities.

Although all air traffic control and flight patterns are under the sole jurisdiction of the Federal Aviation Administration, SFO operates under a permit issued by the State of California and is regulated by the State of California Department of Transportation, Division of Aeronautics. The California Public Utilities Code requires that "the department shall adopt noise standards governing the operation of aircraft and aircraft engines for airports operating under a valid permit issued by the department to an extent not prohibited by federal law. The standards shall be based upon the level of noise acceptable to a reasonable person residing in the vicinity of the airport".¹

California law further provides that, "The violation of the noise standards by any aircraft shall be deemed a misdemeanor and the operator thereof shall be punished by a fine of one thousand dollars (\$1000) for each infraction,"² and that "It shall be the function of the county wherein an airport is situated to enforce the noise regulations established by the department."³

In 1971, pursuant to California regulation, San Mateo County designated SFO as a "Noise Problem Airport."⁴ The preamble to the regulations states that "the regulations are designed to cause the airport proprietor, aircraft operator, local governments, pilots, and the department to

¹ Public Utilities Code Section 21669

² Public Utilities Code Section 21669.4 (a)

³ Public Utilities Code Section 21669.4 (b)

⁴ California Code of Regulations, Title 21, Article 2, section 5020

work cooperatively to diminish noise problems. The regulations accomplish these ends by controlling and reducing the noise impact area in communities in the vicinity of airports."⁵

In response, the San Francisco International Airport/Community Roundtable (SFO Roundtable) was created by a Memorandum of Understanding between the County and the cities of San Mateo County in 1981 as a forum to address the impacts of aircraft noise on communities in San Mateo County. Participation by the Cities is voluntary. The San Mateo County Board of Supervisors delegated responsibility for the aircraft noise issue to the SFO Roundtable comprised of local elected representatives from 17 San Mateo County communities along with officials from SFO, San Francisco, San Mateo County and the County Airport Land Use Committee (ALUC). The SFO Roundtable remains the primary agency charged with the responsibility for monitoring aircraft noise data and noise mitigation programs, as well as interfacing with the public, local governments, state agencies, the FAA, the airline industry and SFO administrators on behalf of San Mateo County.

Pursuant to state law, SFO established a Noise Abatement Office. This office operates 31 noise monitors in San Mateo County to measure noise and track ambient noise. These include 29 permanent locations and 2 portable units presently deployed in Brisbane. There is currently no mechanism in place to measure or track structural vibration. The SFO Noise Abatement Office also fields and tracks resident complaints about aircraft noise.

The Grand Jury assessed whether the SFO Roundtable is operating effectively to mitigate aircraft noise impacts on San Mateo County residents.

Discussion

While it is recognized that the Federal Aviation Administration (FAA) regulates the operation of aircraft and controls the use of airspace, there may be significant opportunities for the elected officials in San Mateo County to mitigate the impacts on its residents.

SFO expansion and the increase in air traffic, especially departing night flights, has raised strong objections from some northern San Mateo County communities. Issues also continue to be raised by southern and mid San Mateo County communities regarding aircraft noise from arriving flights coming into SFO.

The Roundtable has maintained a good relationship with SFO, and can claim many successes including the establishment of a state of the art Noise Abatement Office funded by and located at SFO. The role of the Noise Abatement Office is to monitor aircraft noise activity and to compile data and prepare reports. These reports are used by the SFO Airport Roundtable to analyze and mitigate noise impacts in San Mateo County.

In 1983 the FAA and SFO invested \$153,000,000 in a major noise insulation program to soundproof more than 15,000 homes located within the 1983 noise contour map in which it was determined that aircraft noise exceeded the federal standard of 65dbCNEL.⁶ The 65dbCNEL

⁵ California Code of Regulations, Title 21, Article 2, section 5000

⁶ 65 decibels Community Noise Equivalent Level

noise standard represents the average noise level over a 24 hour period rather than the noise level of any individual event. Single event aircraft flyovers need to occur frequently and at very high volumes in order to bring the average noise level to 65dbCNEL. A community or residence could therefore experience numerous severe noise events in a day, but unless the average noise level over a 24 hour period exceeded the standard, it would not be considered a problem.

Eligible homes were noise insulated with the installation of noise resistant doors and windows in return for owners waiving their future vertical air rights and their legal rights to engage in noise litigation against SFO. Funds for the insulation program have been exhausted, and there are no current efforts to seek additional funding for expansion of the program to insulate areas that were not originally included, but may now suffer significant aircraft noise impacts.

The impact of structural vibration created by aircraft departures is not measured or tracked, but represents another impact on northern San Mateo County communities, particularly with night departures of heavy aircraft with international destinations.

While the efforts of the Roundtable and SFO have successfully mitigated the impact of aircraft noise in many areas of San Mateo County, there are individuals and communities that continue to suffer significant adverse impacts from aircraft noise who believe that their concerns are not being adequately addressed. For example, changes in departure patterns over Brisbane have generated strong protests from residents who assert that their quality of life is being adversely impacted. Increased night flights over San Bruno, South San Francisco and Daly City are also of major concern to those communities, especially when the flights depart directly over residential areas that did not participate or were not eligible for the noise insulation program.

The SFO Noise Abatement Office and SFO Roundtable sponsor a cooperative "Fly Quiet" program that monitors departure noise and acknowledges airlines that operate within recommended noise reduction guidelines. Neither the County of San Mateo nor the San Francisco Airport Commission exercise their authority to issue fines and sanctions for noise violations despite frequent and repetitive failures to comply with standards.

Investigation

The 2010-2011 San Mateo Grand Jury conducted an extensive investigation into aircraft noise issues at SFO which included interviews with the following:

- Current and former members of the SFO Roundtable
- Key personnel at SFO and the SFO Noise Abatement Office
- San Mateo County Officials and Staff
- San Mateo County Counsel and Staff
- Elected officials from impacted San Mateo County communities
- Residents in communities impacted by aircraft noise and vibration

In addition, the Grand Jury reviewed numerous current and historic documents that included:

- Bylaws and meeting minutes of the SFO Roundtable

- Federal and state noise standards and regulations applicable to SFO
- Extensive data on SFO flight paths, noise complaints and violations of noise standards
- CNEL Noise Contour Maps (attachment)
- Minutes of the City of San Francisco Airport Commission.

The Grand Jury also toured the San Francisco International Airport and visited the SFO Noise Abatement Office to observe their noise monitoring and tracking systems.

Findings

1. There has been an increase in both total departures and night departures from SFO. Increased volume and changed flight patterns have had an adverse impact on some northern San Mateo County communities including Brisbane and parts of Daly City and South San Francisco. Some of the areas currently experiencing the most severe impacts either declined to participate or were deemed ineligible for the original noise insulation program.
2. Noise data collected by SFO and monitored by the SFO Roundtable address noise averages and do not focus on single events. No data is collected on individual night-time events, which can be the most distressing to residents.
3. The violation of noise standards by any aircraft is deemed a misdemeanor and is punishable by a fine of \$1000. Under California law, San Mateo County has the authority to impose fines and sanctions for violations of noise regulations established by the State of California, Division of Aeronautics. San Mateo County does not impose fines or sanctions on offending airlines as a matter of policy.
4. The State of California, which issues the airport operating permit, is not represented as an advisory member of the SFO Roundtable.
5. Reports received by the SFO Roundtable, prepared by the SFO Noise Abatement Office, are not easily accessible to the public on the website (www.SFORoundtable.org). Information on the website was not current and a message stating that the website is "under construction" was displayed for the approximately one year duration of this investigation.
6. The Roundtable membership does not include any individual residents, nor do they have any citizen representation on any subcommittees.
7. The bylaws of the SFO Roundtable do not require that the Chairperson and Vice-Chairperson be elected representatives from the participating San Mateo County communities who are accountable to their constituencies. The current Chairperson of the SFO Roundtable is not an elected official.
8. The level of attendance by SFO Roundtable members varies widely and is declining overall. Daly City has withdrawn from membership entirely, and the San Francisco Board of Supervisors representative has not appeared since February of 2009. The SFO Roundtable recently decided to reduce their meeting schedule from monthly to quarterly.
9. Public participation at SFO Roundtable meetings is minimal. With one exception, all of the elected members of the SFO Roundtable and all of the residents interviewed stated that noise complaints were not a reliable source of feedback because people had either "given up" or did not believe that complaining was effective.

10. Daly City withdrew as a member of the SFO Roundtable in 2010, citing budget restraints as the reason. Membership fees for 2010 were \$750.

Conclusions

1. While numerous San Mateo County communities are affected to various degrees by aircraft noise from SFO, the most severe impacts are created by departures over Brisbane, Colma, Daly City, San Bruno and South San Francisco. The increasing frequency and intensity of aircraft noise, particularly at night, represents a problem for the quality of life for the residents of those communities.
2. The San Mateo County Board of Supervisors has not recently taken an active role in addressing aircraft noise issues and has largely delegated this responsibility to the SFO Airport Roundtable.
3. It would be more effective to have elected officials serve as Chairperson and Vice-chairperson of the SFO Roundtable, as they are directly accountable to the citizens.
4. Including a representative of the State of California, Division of Aeronautics, on the SFO Roundtable would add an important dimension and enhance effectiveness.
5. The lack of effectiveness of the SFO Roundtable has caused a decline in attendance and enthusiasm for participation in the SFO Roundtable. Community participation is minimal and not encouraged.
6. The focus on average noise levels, rather than single events, can distort the extent and magnitude of the problem and foster the belief that complaining is futile.

Recommendations

The 2010-2011 San Mateo Grand Jury recommends that the San Mateo County Board of Supervisors:

1. Take an active role in revitalizing the SFO Roundtable to make sure that the interests of San Mateo County and its residents are fully represented, and that every effort is being made to mitigate the severe and increasing impacts of SFO airport expansion on San Mateo County residents.

The Grand Jury recommends that the County Board of Supervisors and the member cities of the SFO Roundtable direct their representatives to take action that will:

1. Ensure that the locations of noise measuring and tracking equipment parallel current departure flight paths.
2. Request the SFO Noise Abatement Office to deploy equipment to measure and track the intensity of structural vibration on departure flight paths.
3. Change the focus of required data collection and reports to ACTUAL noise measurements rather than COMPLAINTS from residents about noise.
4. Increase the focus on single event noise violations and frequency, especially with night departures, rather than the 65dbCNEL which represents an average of noise experienced within a 24 hour period.
5. Adapt the "Fly Quiet" Program to include sanctions as well as rewards based on single event violations, particularly with night departures.

6. Create a sub-committee of the SFO Roundtable comprised of the elected representatives from the northern San Mateo County cities most impacted by aircraft departure noise to focus on mitigating the problems in those communities.
7. Modify the SFO Roundtable bylaws to require that both the Chair and Vice-Chair be elected officials from participating San Mateo County communities.
8. Expand SFO Roundtable membership to include a representative from the State of California, Division of Aeronautics, to serve as a liaison.

The 2010-2011 San Mateo County Grand Jury recommends that the City Council of Daly City:

1. Rejoin the SFO Roundtable and appoint a member who will actively participate and represent the interests of Daly City residents who are severely impacted by aircraft departure noise.

The 2010-2011 San Mateo County Grand Jury recommends that the City Councils of Brisbane, Daly City, Millbrae, San Bruno and South San Francisco:

1. Form local Citizens Advisory Committees to work with their respective elected members of the SFO Roundtable to promote efforts to identify and mitigate aircraft noise issues in their communities.
2. Maintain regular attendance and full participation in SFO Roundtable meetings and activities.

#8

There are no written materials for this agenda item.

TOWN COUNCIL WEEKLY DIGEST

Friday – September 16, 2011

- ☐ 1. E-mail from Danna Breen to Angela Howard regarding School Siren – September 16, 2011
- ☐ 2. Mailing to Portola Valley residents – “History Happens Here” – October 1, 2011
- ☐ 3. Issued Building Permit Activity: August 2011
- ☐ 4. Cancellation Notice for the Parks and Recreation Committee Meeting scheduled for Monday, September 19, 2011
- ☐ 5. Agenda – Sustainability Committee Meeting – Monday, September 19, 2011
- ☐ 6. Agenda – Special Conservation Committee Meeting – Tuesday, September 20, 2011
- ☐ 7. Agenda – Regular Planning Commission Meeting – Wednesday, September 21, 2011
- ☐ 8. Action Agenda – ASCC Meeting – Monday, September 12, 2011
- ☐ 9. Action Agenda – Regular Town Council Meeting – Wednesday, September 14, 2011

Attached Separates (Council Only)

- ☐ 1. Invitation to SLAC Public Lecture “Deep Science: Mining for Dark Matter” on Tuesday, September 27, 2011
- ☐ 2. ABAG’s “Service Matters” – September/October 2011

Michele Arana

From: Angela Howard
Sent: Friday, September 16, 2011 10:53 AM
To: Michele Arana
Subject: FW: School siren

For the digest

>
> -----Original Message-----
> From: Danna Breen [<mailto:pvlily@aol.com>]
> Sent: Thursday, September 15, 2011 9:18 AM
> To: Angela Howard
> Subject: School siren
>
>
> Would you please let members of the council know that there are many
> schools who choose not to use "bells" in this case siren. Castilleja
> is one of them. They are excused from class by teachers and then have
> x amount of minutes to get to their next class. Why is this not
> something that can be expected of our superior students here? But
> until a solution is found, i and others maintain that the bells must
> be turned off. please let me know if any steps are being taken. Thanks
> again danna Sent from my iPad

History Happens Here



We are the
SAN MATEO COUNTY HISTORY MUSEUM

The History Museum showcases timeless exhibits, interactive kiosks of information and explores history that will excite the imagination. The archives and research library has collected and preserved over 100,000 photos, prints, books and documents to benefit local researchers and curious.

2200 Broadway, Redwood City, CA 94063
650.299.0104
www.historysmc.org

OPEN Tuesday-Sunday, 10am-4pm



The members of the
San Mateo County History Museum
invite you to attend

A SALUTE TO TOWN OF **PORTOLA VALLEY**

for all Portola Valley residents

at the
SAN MATEO COUNTY HISTORY MUSEUM

Saturday, October 1, 2011
from 10am - 4pm



◆ General Tour begins at 10:30am ◆

◆ Special guest artist Patricia Akay will display
paintings in Rotunda from 12 to 2pm. Her paintings
of historic buildings were included in

Life on the San Andreas Fault: A History of Portola Valley.

◆ Book available for sale ◆

Free Admission

Show photo ID with Portola Valley address or bring this card

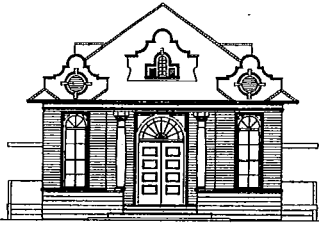
Town of Portola Valley

Digital Page 80

Issued Building Permit Activity: August 2011

	Permits This Month	Permits FY 11-12 To Date	Total Valuation This Month	Total Valuation FY 11-12 To Date	Application Fees Collected This Month	Application Fees FY 11-12 To Date	Plan Check Fees Collected This Month	Plan Check Fees FY 11-12 To Date	Total Fees Collected FY 11-12	Total Fees Collected FY 10-11
New Residence	0	1	0	1,330,000	0.00	6,813.25	0.00	4,428.61	11,241.86	9,977.14
Commercial/Other	0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00
Additions	2	2	432,320	432,320	3,289.50	3,289.50	2,138.18	2,138.18	5,427.68	16,111.86
Second Units	1	1	185,000	185,000	1,469.75	1,469.75	955.34	955.34	2,425.09	2,378.89
Remodels	2	11	835,000	1,336,875	5,310.00	10,687.95	3,451.50	6,820.26	17,508.21	16,444.58
Pools	3	5	354,000	543,600	3,196.85	5,058.35	2,077.96	3,287.94	8,346.29	5,868.98
Stables	0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00
Termite/Repairs	0	0	0	0	0.00	0.00	0.00	0.00	0.00	252.81
Signs	0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00
House Demos	0	0	0	0	0.00	0.00	0.00	0.00	0.00	100.00
Other	20	40	404,224	868,157	5,183.40	10,795.40	1,575.23	3,413.20	14,208.60	14,344.63
	28	60	2,210,544	4,695,952	18,449.50	38,114.20	10,198.21	21,043.53	59,157.73	65,478.89
Electrical	17	33	0	0	1,034.42	2,192.03	0.00	0.00	2,192.03	1,671.23
Plumbing	11	26	0	0	835.60	1,950.45	0.00	0.00	1,950.45	1,674.80
Mechanical	8	16	0	0	570.60	1,203.45	0.00	0.00	1,203.45	1,105.05
Total Permits	64	135	2,210,544	4,695,952	20,890.12	43,460.13	10,198.21	21,043.53	64,503.66	69,929.97

W



**Town of Portola Valley
Parks and Recreation Committee Meeting
Notice of Cancellation
Monday, September 19, 2011**

MEETING CANCELLATION NOTICE

The regular meeting of the
Parks and Recreation Committee
scheduled for Monday, September 19, 2011 at
7:30 p.m. has been cancelled.

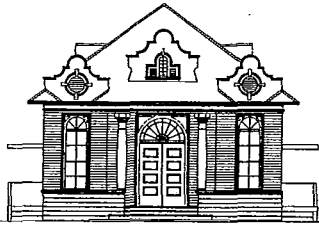
The next regular meeting of the Parks and Recreation
Committee is scheduled for Monday, October 17, 2011.



TOWN OF PORTOLA VALLEY
Sustainability Committee Meeting
Monday, September 19, 2011 – 4:00 PM
Town Hall, Conference Room
765 Portola Road, Portola Valley, CA 94028

AGENDA

1. Call To Order
2. Oral Communications
3. Approval of Minutes from July 18, 2011 & August 15, 2011
4. Update on Programs
 - a. Acterra High Energy Home Program
 - b. Energy Upgrade Portola Valley
5. Review of Experience with Acterra High Energy Homes Software
6. Review of Projects
 - a. Smart Strip Guide
 - b. Did You Consider Flyers
 - c. Home Energy Detective Kit
 - d. Pilot Program
 - e. Profile Postcards
7. Update on Tuesday Speaker Series
8. Review of Outreach & Events
9. Next Steps, Next Meeting Date & Reminders
 - a. Next Meeting scheduled for Monday, October 17th at 4:00 p.m.
10. Announcements
11. Adjournment by 5:30 p.m.



TOWN OF PORTOLA VALLEY
Special Conservation Committee
Tuesday, September 20, 2011 - 8:00 PM
Buckeye Room in the Community Hall
765 Portola Road, Portola Valley, CA 94028

AGENDA

1. **Call to Order**
2. **Oral Communications**
3. **Approval of Minutes** – August 23, 2011
4. **Site permits**
 - 50 Pine Ridge
5. **Old Business**
 - A. Update Town Open Space parcel management / owners:
 - September focus parcel: Frog Pond (Plunder)
 - B. Tip of the month
 - C. Weeding checklist / creek maintenance / creek traffic
 - D. Portola Road view shed
 - Mid Penn permission
 - E. Town panel event / habitat protection vs. fire clearance
 - F. Subcommittee – Wildlife incentive garden program
 - G. Native plan Garden at Town Center
 - H. Oleander Hedge/Sequoias
6. **New Business**
 - A. Final native plant list for Town website and ASCC
 - B. Invasive plant initiative
7. **Announcements**
8. **Adjournment**



TOWN OF PORTOLA VALLEY
REGULAR PLANNING COMMISSION MEETING
765 Portola Road, Portola Valley, CA 94028
Wednesday, September 21, 2011 – 7:30 p.m.
Council Chambers (Historic Schoolhouse)

AGENDA

Call to Order, Roll Call

Commissioners Gilbert, McIntosh, Von Feldt, Chairperson McKitterick, and Vice-Chairperson Zaffaroni

Oral Communications

Persons wishing to address the Commission on any subject, not on the agenda, may do so now. Please note, however, the Commission is not able to undertake extended discussion or action tonight on items not on the agenda.

Regular Agenda

1. Request for Planning Commission Interpretation relative to Pervious Surface Material, Porous Asphalt for Sport Court, Rizvi, 55 Golden Oak Drive
2. *Public Hearing*: Proposed Lot Line Adjustment application X6D-212, APN: 080-040-060, Alpine Road/Rapley & Simonic Trails, Pratt
3. *Continued Public Hearing* – Addition of Proposed Chapter 18.41, Wireless Communication Facilities, to the Zoning Ordinance
4. Discussion of General Plan Provisions, Meadow Preserve and Possible Request for Town Council Clarifications

Commission, Staff, Committee Reports and Recommendations

Approval of Minutes: September 7, 2011

Adjournment

ASSISTANCE FOR PERSONS WITH DISABILITIES

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Planning Technician at 650-851-1700 ext. 211. Notification 48 hours prior to the meeting will enable the Town to make reasonable arrangements to ensure accessibility to this meeting.

AVAILABILITY OF INFORMATION

Any writing or documents provided to a majority of the Town Council or Commissions regarding any item on this agenda will be made available for public inspection at Town Hall located 765 Portola Road, Portola Valley, CA during normal business hours.

Copies of all agenda reports and supporting data are available for viewing and inspection at Town Hall and at the Portola Valley branch of the San Mateo County Library located at Corte Madera School, Alpine Road and Indian Crossing.

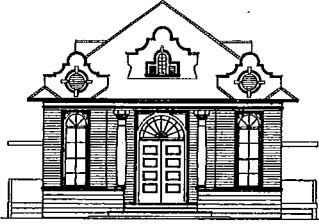
PUBLIC HEARINGS

Public Hearings provide the general public and interested parties an opportunity to provide testimony on these items. If you challenge a proposed action(s) in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing(s) described later in this agenda, or in written correspondence delivered to the Planning Commission at, or prior to, the Public Hearing(s).

This Notice is posted in compliance with the Government Code of the State of California.

Date: September 16, 2011

CheyAnne Brown
Planning Technician



**TOWN OF PORTOLA VALLEY
ARCHITECTURAL AND SITE CONTROL COMMISSION (ASCC)
Monday, September 12, 2011
7:30 PM – Regular ASCC Meeting
Historic Schoolhouse
765 Portola Road, Portola Valley, CA 94028**

ACTION

7:30 PM - REGULAR AGENDA*

1. Call to Order: 7:30 p.m.
2. Roll Call: Aalfs, Breen, Clark, Hughes, Warr (**All present. Also present: Tom Vlasic Town Planner; Leah Zaffaroni Planning Commission Liaison**)
3. Oral Communications: **None.**

Persons wishing to address the Commission on any subject, not on the agenda, may do so now. Please note, however, the Commission is not able to undertake extended discussion or action tonight on items not on the agenda.

4. Old Business:
 - a. Follow-up Review, Architectural Review For Garage Replacement, 155 Grove Drive, Reimund **Follow-up approved subject to conditions of designated ASCC member and Planning staff prior to building permit issuance and also prior to rough framing inspection (in regards to installation of screen planting).**
5. New Business:
 - a. Proposed Lot Line Adjustment X6D-212, Apline Road (Rapley & Simonic Trails), Lands of Deborah & Crawford Pratt **ASCC concluded the proposal was reasonable and had no additional comments to offer at this time.**
6. Approval of Minutes: August 22, 2011 **Approved as corrected.**
7. Adjournment 8:10 p.m.

*For more information on the projects to be considered by the ASCC at the Special Field and Regular meetings, as well as the scope of reviews and actions tentatively anticipated, please contact Carol Borck in the Planning Department at Portola Valley Town Hall, 650-851-1700 ex. 211. Further, the start times for other than the first Special Field meeting are tentative and dependent on the actual time needed for the preceding Special Field meeting.

PROPERTY OWNER ATTENDANCE. The ASCC strongly encourages a property owner whose application is being heard by the ASCC to attend the ASCC meeting. Often issues arise that only property owners can responsibly address. In such cases, if the property owner is not present it may be necessary to delay action until the property owner can meet with the ASCC.

WRITTEN MATERIALS. Any writing or documents provided to a majority of the Town Council or Commissions regarding any item on this agenda will be made available for public inspection at Town Hall located 765 Portola Road, Portola Valley, CA during normal business hours.

ASSISTANCE FOR PERSONS WITH DISABILITIES

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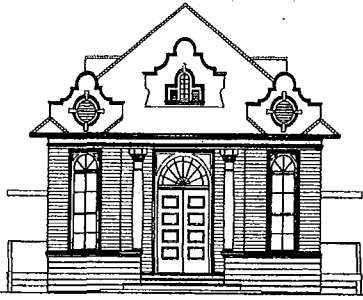
PUBLIC HEARINGS

Public Hearings provide the general public and interested parties an opportunity to provide testimony on these items. If you challenge a proposed action(s) in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing(s) described later in this agenda, or in written correspondence delivered to the Planning Commission at, or prior to, the Public Hearing(s).

This Notice is Posted in Compliance with the Government Code of the State of California.

Date: September 9, 2011

CheyAnne Brown
Planning Technician



TOWN OF PORTOLA VALLEY
7:30 PM – Regular Town Council Meeting
Wednesday, September 14, 2011
Historic Schoolhouse
765 Portola Road, Portola Valley, CA 94028

ACTION AGENDA

7:30 PM – CALL TO ORDER AND ROLL CALL

Vice Mayor Derwin, Mayor Driscoll, Councilmember Richards, Councilmember Toben, Councilmember Wengert

All Present

ORAL COMMUNICATIONS

Persons wishing to address the Town Council on any subject may do so now. Please note however, that the Council is not able to undertake extended discussion or action tonight on items not on the agenda.

Resident Danna Breen requested the Council's aid to resolve the new, loud and frequent bells coming from Corte Madera School.

Resident Jon Silver echoed Danna's sentiment concerning the bells at Corte Madera School and also requested Council's aid with the increasing stench emitting from the West Bay Sanitary pump station.

CONSENT AGENDA (7:40 pm)

The following items listed on the Consent Agenda are considered routine and approved by one roll call motion. The Mayor or any member of the Town Council or of the public may request that any item listed under the Consent Agenda be removed and action taken separately.

- (1) **Approval of Minutes** – Regular Town Council Meeting of August 24, 2011
- (2) **Approval of Minutes** – Special Town Council Meeting of August 31, 2011

Approved 4-0-1 Mayor Driscoll abstained

- (3) **Approval of Warrant List** – September 14, 2011
- (4) **Recommendation by Town Attorney** – Response to the 2011 Grand Jury Report "Running on Empty" dated June 27, 2011

Approved 5-0

REGULAR AGENDA (7:42 pm)

- (5) **Recommendation by Town Manager** – Proclamation to Commemorate the 30th Anniversary of Woodland School

Anita Grossman, Director of Advancement for Woodland School, thanked the Town Council for the proclamation.

- (6) **Discussion and Council Action** – Request for additional Budget from Nancy Lund with the PVSD 150th Anniversary Celebration group (7:43 pm)

This item was removed from the agenda. The PVSD will donate the additional requested budget.

- (7) **Recommendation by Town Manager** – Proposed revisions to the Traffic Committee Charter (7:43 pm)

Approved as Amended 5-0

Committee vacancy ads will be publicized and applicants will be interviewed by Councilmember Wengert and Mayor Driscoll.

COUNCIL, STAFF, COMMITTEE REPORTS AND RECOMMENDATIONS (8:00 pm)

- (8) **Discussion and Council Action** – Request from the Nature and Science Committee to reserve athletic field at Town Center for Radio Control Flying

Council agreed to a six month trial period to be reassessed in spring of 2012. Temporary signs will be posted specifying that this is a trial period with approved flying times from Sunrise to 9AM Tuesday, Thursday and

Saturday and additional specifics as proposed. Also suggested was for the Nature and Science Committee to talk to the schools about a possible after school program. Approved 5-0

- (9) **Discussion and Council Action** – Request from Yvonne Tryce for the Town to continue to sponsor State Department of Fish and Game permit held in her name (8:35 pm)

Council approved permit as amended leaving affiliation (with the Town of Portola Valley) and title blank. The Town will sponsor.

- (10) **Reports from Commission and Committee Liaisons** (9:00 pm)
There are no written materials for this item.

Councilmember Toben – EPC discussed the need for increased attention to CERPP, a representative from the Red Cross will attend a future meeting to discuss emergency shelter and Diana Koin will speak to The Sequoias regarding the infirmary and a subcommittee is looking into the possibility of a low power FM station. The Airport Roundtable meeting took up the Grand Jury Report and the increased air traffic flying over Brisbane.

Councilmember Wengert – Planning Commission reviewed a lot line adjustment on Alpine subject to ASCC review, request for time extension, collocation planning, Verizon and AT&T for existing antenna facilities at the Priory and further discussed the proposed wireless communication facilities ordinance. At its September 21 meeting the Planning Commission will prep for the Special Joint meeting of the Town Council and Planning Commission scheduled for October 5.

Councilmember Richards – Cable introduced new member Bob Bondy and continue their work on the proposed undergrounding zone to bring to the Council at a later date.

Vice Mayor Derwin – August Council of Cities held in So San Francisco had speaker Randy Rentschler, Director of Legislation and Public Affairs, MTC. Cultural Arts Committee had four new interested residents appear at their meeting due to the music series event and discussed the possibility of the Holiday Art Faire being cancelled this year. The Community Art Show at the Priory will be held October 3rd through November 5th. The Resource Management Climate Protection Committee meeting had a PG&E representative to introduce a new energy data tool. The Library JPA reviewed and accepted the '11 - '12 Budget, investment report and library fund balance. Many County libraries are undergoing renovations.

Mayor Driscoll – Trails & Paths are receiving a lot of interest to do volunteer trail maintenance from Corte Madera students, hitching post and C-1 trail is largely finished with the exception of landscaping. The Committee will hold a ribbon cutting ceremony for the trail when completed and discussed the possibility of a trail name change.

WRITTEN COMMUNICATIONS (9:28 pm)

- (11) **Town Council Weekly Digest** – August 26, 2011

#2 – Town Manager will attend

- (12) **Town Council Weekly Digest** – September 2, 2011

#1 – Town Manager and the Council noted the detailed and excellent work of Ms. de Garmeaux

#4 – Town Manager noted new fiscal health summary now included in report

- (13) **Town Council Weekly Digest** – September 9, 2011

CLOSED SESSION: 9:35 pm

- (14) **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Government Code Section 54957

Title - Town Attorney

- (15) **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Government Code Section 54957

Title – Town Manager

REPORT OUT OF CLOSED SESSION

ADJOURNMENT: 11:10 pm

TOWN COUNCIL WEEKLY DIGEST

Friday – September 23, 2011

- ☐ 1. Letter to Mayor Driscoll from John Ora expressing appreciation for the Town Council's issuance of a Proclamation in celebration of Woodland School's 30th anniversary – September 15, 2011
- ☐ 2. Letter to Jeff Aalfs from Sandy Sloan congratulating him on his appointment to the Town Council – September 20, 2011
- ☐ 3. Memorandum to Town Council from Howard Young informing of response to inquiry concerning sewer odors at West Bay Sanitary Districts Corte Madera Pump Station – September 23, 2011
- ☐ 4. Memorandum to Town Council from Brandi de Garmeaux regarding Group Incentive Program for Energy Upgrade California – September 23, 2011
- ☐ 5. E-mail to Town Center from Karen Olsen expressing appreciation for the science events held at Town Center – September 19, 2011
- ☐ 6. Notice that the Town Council Approved a Pilot "Model Plane Flying" Program on the Town Center Softball Field
- ☐ 7. Notice that the Conservation Committee Meeting scheduled for September 27, 2011 has been cancelled
- ☐ 8. Agenda – ASCC Field Meeting – Monday, September 26, 2011
- ☐ 9. Action Agenda – Regular Planning Commission Meeting – Wednesday, September 21, 2011

Attached Separates (Council Only)

- ☐ 1. Invitation to attend ABAG's Fall General Assembly on Thursday, October 13, 2011
- ☐ 2. Information from ABAG regarding Notice of Election of the President and Vice President of the Association of Bay Area Governments

WOODLAND
SCHOOL
ESTABLISHED 1981



September 15, 2011

Mayor Ted Driscoll
Town Council
Town of Portola Valley
765 Portola Road
Portola Valley, CA 94028

Dear Mayor Driscoll,

On behalf of the entire Woodland School community, thank you and fellow members of the Town Council for issuing a Proclamation in celebration of the school's 30th anniversary. We recognize that this is not a common practice of the Council so we are especially grateful for this honor.

Thank you too for the kind words you expressed about the school being a good neighbor. Building and strengthening ties to Portola Valley residents and businesses is an ongoing priority for Woodland, and we are delighted to hear that we are valued by the community.

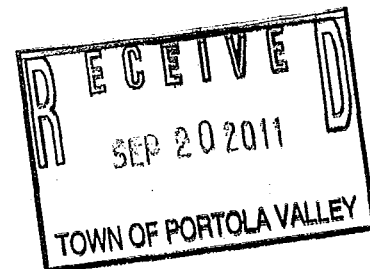
The Proclamation from the Town of Portola Valley is gracing the wall of our main office where it will be on permanent display for viewing by students, parents, teachers and visitors to our school.

Thank you again for your kindness.

Warm regards,

A handwritten signature in black ink, appearing to read 'John Ora'.

John Ora
Head of School



JORGENSEN, SIEGEL, MCCLURE & FLEGEL, LLP

ATTORNEYS AT LAW

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RETIRED

JOHN D. JORGENSEN

JOHN R. COSGROVE

MARVIN S. SIEGEL

WILLIAM L. MCCLURE
JOHN L. FLEGEL
MARGARET A. SLOAN
DAN K. SIEGEL
DIANE S. GREENBERG
JENNIFER H. FRIEDMAN
MINDIE S. ROMANOWSKY
DAVID L. ACH
LEIGH F. PRINCE

NICOLAS A. FLEGEL
KRISTINA B. ANDERSON

September 20, 2011

Jeff Aalfs
135 Crescent Avenue
Portola Valley, CA 94028

Re: Appointment to Town Council

Dear Jeff:

Congratulations on your recent appointment to the Town of Portola Valley Town Council.

I am enclosing for your information copies of booklets that summarize two of the most important laws that affect city officials – the Ralph M. Brown Act, requiring meetings to be "open and public" and the Political Reform Act setting out what is considered a conflict of interest.¹ As both of these laws are complicated and many different factual situations can arise, I urge you to give me a call if you have any particular questions. Also, please give me a call if you have any legal questions about other matters.

Please note that, as explained on page 8 of the booklet Open & Public IV, newly elected members of a legislative body who have not yet assumed office must conform to the requirements of the Brown Act as if already in office. Therefore, you should not discuss matters of Town business with more than one incumbent councilmember except at a scheduled meeting.

I look forward to working with you.

Sincerely,

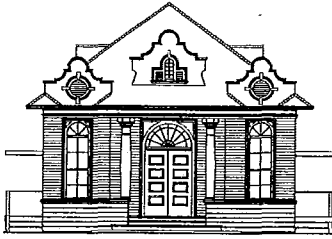


Margaret A. (Sandy) Sloan
Town Attorney

Enclosures

cc: Mayor & Town Council (w/out Encl.)
Town Manager (w/out Encl.)
Town Planner (w/out Encl.)

¹ Conflicts of interest are rare in the Town and occur primarily when a town official lives within 500 feet of a property that is under consideration.



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: Mayor and Members of the Town Council

FROM: Howard Young, Public Works Director

DATE: September 23, 2011

RE: **Inquiry concerning sewer odors at West Bay Sanitary Districts
Corte Madera Pump Station on Portola Road**

During the September 14, 2011 Town Council meeting, there was an inquiry concerning the sewer odors at West Bay Sanitary Districts Corte Madera Sewer Pump Station on Portola Road at Brookside Drive. Town staff followed up with West Bay Sanitary. Attached is a response from their District Manager Phil Scott. Staff has called 2 adjacent residents to verify West Bay Sanitary's statements of improvement in odors over the last 6 months.

Although the situation has improved, we will continue to monitor for odors and report to West Bay Sanitary.

Attachment: West Bay Sanitary District response letter dated 9/20/11



500 Laurel Street, Menlo Park, California 94025-3486 (650) 321-0384 (650)321-4265 FAX

PHIL SCOTT
District Manager

In reply, please refer to our
File No.

September 20, 2011

Howard Young,
Public Works Director
765 Portola Road
Portola Valley, CA 94028



Dear Mr. Young:

In reference to your recent email, we have prepared this briefing to address the odor issues at Corte Madera Pump Station.

Over the past six months we have been working diligently on the issue at hand. We have invested in contracting with a specialized odor control consultant and have invested in an Odalog unit used to measure levels of odor.

To date we have found a number of contributing factors; one being the Village Square Shopping Center and restaurant.

Some of the steps we have taken to control odors at Corte Madera include; installing an Odor Control Product at our Village Square Pump Station; working with the restaurant owner and our Source Control Department to reduce FOG (Fats, Oils, and Grease); we have begun an Enzyme Bacteria Program to help break down the FOG being discharged into the pump station.

According to the Odalog data, the above efforts have reduced odors by 75% over the last six months. We maintain communications on a regular basis with the closest resident to the station. This resident most recently informed us that the odors have improved and has not noticed any odors lately and wanted to praise our efforts.

Due to the nature of what is being pumped at the station, some odors are expected. Please rest assured the District will continue to fine tune our efforts and will monitor the odors at Corte Madera and make adjustment to our odor control program.

Please feel free to forward any odor complaint directly to the West Bay Sanitary District so we may immediately address any concerns.

Sincerely,



Phil Scott
District Manager

Cc: SXR, BHH, JRS, BHK



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: Mayor and Members of the Town Council

FROM: Brandi de Garmeaux, Sustainability Coordinator

DATE: September 23, 2011

RE: Group Incentive Program for Energy Upgrade California

Town Staff is working with Ryan Mack, the Community Energy Manager in San Mateo County for the PG&E Sustainable Communities program, to develop a group incentive program to encourage home energy upgrades and installation of solar photovoltaics.

Attachment "A" outlines the concept for the group incentive program and includes information about the company that will facilitate the group buy – GroupEnergy.

At present, Town Staff and Ryan Mack are reaching out to the five high-energy using towns to apprise their council and staff about the opportunity and to build interest. Please let staff know if you have any questions or concerns about the program.

Attachment “A”

Collective Energy Efficiency & Solar Group Buy for High-Energy Using Communities in San Mateo & Santa Clara County Draft Concept – September 2011

Concept: Engage identified high-energy using towns in PG&E’s statewide territory in a competition to reduce energy use through a collective energy efficiency and solar group buy.

Why: Competition has been proven in case studies as one of the most effective methods of engaging homeowners in energy efficiency upgrades. The group buy model reduces the barriers to entry by removing paralysis by analysis in finding a qualified contractor as well as reducing the cost.

Who: GroupEnergy acts as third party to identify, vet and award a contract to one or more home performance contractors and solar installers based on criteria important to the collective; PG&E will be a co-sponsor of the program to provide legitimacy.

How it works: GroupEnergy creates a custom campaign targeted at the collective to generate excitement and participation. The components of the campaign include a website, workshops, outreach, push period to encourage participation and a competition between the participating towns (more information on GroupEnergy included below).

Town’s Role: Let its residents know about the collective group buy as another resource available to them in the repertoire of residential energy efficiency and conservation efforts, including Energy Upgrade California. At this time there is no formal process to sign on to the collective.

High-Energy Using Towns: Atherton, Hillsborough, Los Altos Hills, Monte Sereno, Portola Valley and Woodside.

Timeline: launch early to mid-October

More About **GroupEnergy**

<http://www.mygroupenergy.com/>

Homeowners want to lower their utility costs and use solar to create clean energy but aren't sure how to go about it. They're not sure what to ask for, who to trust, or where to start. Plus, installing these improvements one home at a time is inefficient for contractors and costly to consumers. That's where GroupEnergy comes in.

GroupEnergy's model of organizing homeowners through a group buy significantly reduces up-front costs, confusion, and complexity.

GroupEnergy works with:

- Corporations
- Local and state government agencies
- School districts and higher education institutions
- Nonprofit organizations (employees and members)
- Community groups

3-Step Process.

1. Program awareness.

GroupEnergy creates a custom campaign specifically tailored to your organization to generate excitement and participation. This is integral to the process — the more group members that join the more they'll save.

The campaign includes:

Webpage.

A personal website where group members can join the group buy and track it's progress. It will also provide you with helpful data on energy saved, renewable energy produced, and avoided greenhouse gas emissions.

Workshops and Webinars.

We explain the benefits of home energy improvements and how much easier — and cheaper — it can be when doing a collective buy through these informational sessions. GroupEnergy will help your community members understand what incentives are available in their community and how those rebates will further reduce project costs. We'll also discuss available financing options.



2. Soliciting bids.

We send out requests for proposals on behalf of your group to reliable and vetted energy service providers.

Home energy improvements are personal and we think involving group participants in the decision process is important rather than making the decision for them. Once we receive the bids, we serve as the group's technical advisor and organize a small team from within the group to select the winning service provider on behalf of the entire group.

3. Project Installation.

GroupEnergy takes care of all details from start to finish working with the selected service provider to ensure minimal disruption to group participants' homes and daily routines.

From: TownCenter
Subject: FW: science weekend

From: karen olsen
Sent: Monday, September 19, 2011 3:28 PM
To: TownCenter
Subject: science weekend

hi...thank you for putting on the two science events this past weekend. i brought my 6-yr-old granddaughter to both of them, and we both had a great time! she was probably a littbitle young for astronomy night...she loved the IDEA of staying up late to look at stars in a telescope and see the moon rise, but as reality unfolded, she ended up ready for bed about 9, and we had to go home before we saw the moon. but the moon was still there in the morning, so she started her lunar chart then.

yesterday's INSECT DAY was a whole other matter. she LOVED it!!!...especially going with paul and the other lady (didn't catch her name) down to the creek with all the other kids to look for water insects. she happily wallowed in the mud for the better part of 2 hours, and i did, too, also happily, as i watched her carefully observing little snails, frog bugs, waterboatmen, crane flies, damsel flies, dragonflies, and other and sundry critters, and pestering paul without mercy with questions about what she had found. the only sour note was at the very end, when it was time to leave. she cried when she found out that she wouldn't be allowed to take a praying mantis back home her!

thanks so much for a wonderful event. they provided healthy and educational fun for lots of kids...and grownups, too!

:-)

karen

On September 14, 2011, the Town Council Approved a Pilot “Model Plane Flying” Program on the Town Center Softball Field

RULES:

- 1) The Town Center Softball Field is reserved for Radio Controlled model plane flying from Sunrise to 9:00 a.m. Tuesdays, Thursdays, and Saturdays, except as needed for field maintenance operations.
- 2) Non-Flyers: Stay OFF the field during flight operations.
- 3) **Pilots must hold current AMA membership.**
 - *Beginning fliers:* You are welcome when under the instruction of a qualified pilot
- 4) Only “Park Flyer” models are allowed.
 - *Electric powered only;* no gas engines
 - No turbine or ducted fan propulsion systems
- 5) DO NOT overfly tennis courts or the Spring Down equestrian center.
- 6) Planes in the air must be kept at least 75 feet from non-flyers.
- 7) Pilots are responsible for model planes lost in trees.

**The Town Council will evaluate the Pilot Program
In April 2012.**

Questions? Comments? (650) 851-1700, x 216

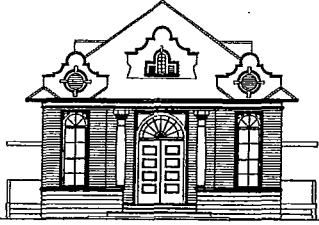


**Town of Portola Valley
Conservation Committee Meeting
Notice of Cancellation
Thursday, September 27, 2011**

MEETING CANCELLATION NOTICE

Due to a special meeting held on September 20, the regularly scheduled meeting of the Conservation Committee for Thursday, September 27th, 2011 at 8:15 a.m. has been cancelled.

The next regular meeting of the Conservation Committee is scheduled for Thursday, October 25, 2011.



**TOWN OF PORTOLA VALLEY
ARCHITECTURAL AND SITE CONTROL COMMISSION (ASCC)
Monday, September 26, 2011
Field Meeting (time and place as listed herein)
7:30 PM – Regular ASCC Meeting
Historic Schoolhouse
765 Portola Road, Portola Valley, CA 94028**

FIELD MEETING*

4:00 p.m., 50 Pine Ridge Way Field session for preliminary consideration of plans for residential redevelopment of this property. (ASCC review to continue at Regular Meeting)

7:30 PM - REGULAR AGENDA*

1. Call to Order:
2. Roll Call: Aalfs, Breen, Clark, Hughes, Warr
3. Oral Communications:

Persons wishing to address the Commission on any subject, not on the agenda, may do so now. Please note, however, the Commission is not able to undertake extended discussion or action tonight on items not on the agenda.

4. Old Business:
 - a. Request for Re-Approval of Plans – Architectural Review and Site Development Permit X9H-609, 40 Antonio Court, Larson
 - b. Follow-Up Review – Proposed Final Landscape Plan and New Proposal for Driveway Entry Gate, 5922 Alpine Road, Lefteroff *Continued to October 10th Meeting*
5. New Business:
 - a. Architectural Review and Site Development Permit X9H-633, Residential Redevelopment, 50 Pine Ridge Way, Gilbert
6. Approval of Minutes: September 12, 2011
7. Adjournment

*For more information on the projects to be considered by the ASCC at the Special Field and Regular meetings, as well as the scope of reviews and actions tentatively anticipated, please contact Carol Borck in the Planning Department at Portola Valley Town Hall, 650-851-1700 ex. 211. Further, the start times for other than the first Special Field meeting are tentative and dependent on the actual time needed for the preceding Special Field meeting.

PROPERTY OWNER ATTENDANCE. The ASCC strongly encourages a property owner whose application is being heard by the ASCC to attend the ASCC meeting. Often issues arise that only

Architectural & Site Control Commission
September 26, 2011 Agenda
Page Two

property owners can responsibly address. In such cases, if the property owner is not present it may be necessary to delay action until the property owner can meet with the ASCC.

WRITTEN MATERIALS. Any writing or documents provided to a majority of the Town Council or Commissions regarding any item on this agenda will be made available for public inspection at Town Hall located 765 Portola Road, Portola Valley, CA during normal business hours.

ASSISTANCE FOR PERSONS WITH DISABILITIES

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Planning Technician at 650-851-1700, extension 211. Notification 48 hours prior to the meeting will enable the Town to make reasonable arrangements to ensure accessibility to this meeting.

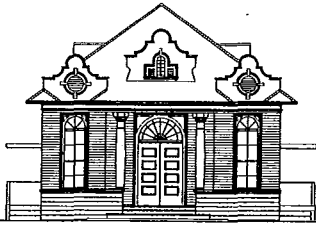
PUBLIC HEARINGS

Public Hearings provide the general public and interested parties an opportunity to provide testimony on these items. If you challenge a proposed action(s) in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing(s) described later in this agenda, or in written correspondence delivered to the Planning Commission at, or prior to, the Public Hearing(s).

This Notice is Posted in Compliance with the Government Code of the State of California.

Date: September 23, 2011

CheyAnne Brown
Planning Technician



**TOWN OF PORTOLA VALLEY
REGULAR PLANNING COMMISSION MEETING
765 Portola Road, Portola Valley, CA 94028
Wednesday, September 21, 2011 – 7:30 p.m.
Council Chambers (Historic Schoolhouse)**

**ACTION
AGENDA**

Call to Order, Roll Call 7:31 p.m.

Commissioners Gilbert, McIntosh, Von Feldt, Chairperson McKitterick, and Vice-Chairperson Zaffaroni (**McIntosh Absent. Also present: Tom Vlasic Town Planner; Ann Wengert Town Council Liaison, CheyAnne Brown Planning Technician**)

Oral Communications None

Persons wishing to address the Commission on any subject, not on the agenda, may do so now. Please note, however, the Commission is not able to undertake extended discussion or action tonight on items not on the agenda.

Regular Agenda

1. Request for Planning Commission Interpretation relative to Pervious Surface Material, Porous Asphalt for Sport Court, Rizvi, 55 Golden Oak Drive **Commission discussed, received comment from applicant representative and approved request. Approval limited to this project and Commission agreed to discuss possible Town standards for approving pervious materials at a later date.**
2. *Public Hearing:* Proposed Lot Line Adjustment application X6D-212, APN: 080-040-060, Alpine Road/Rapley & Simonic Trails, Pratt **Commission unanimously: 1) Found project categorically exempt from CEQA; and 2) Approved subject lot line adjustment**
3. *Continued Public Hearing* – Addition of Proposed Chapter 18.41, Wireless Communication Facilities, to the Zoning Ordinance **Commission discussed, opened for public comment, made modifications and approved resolution for town council adoption.**
4. Discussion of General Plan Provisions, Meadow Preserve and Possible Request for Town Council Clarifications **Commission discussed, received public comment and identified questions and concerns to offer town council.**

Commission, Staff, Committee Reports and Recommendations

Commissioner Von Feldt spoke about the upcoming discussion regarding “Balancing Fire Safety with Habitat Preservation” on October 4, 2011. This is a panel discussion sponsored by the Town’s Conservation Committee.

Approval of Minutes: September 7, 2011 **Approved with corrections.**

Adjournment 9:26 p.m.

ASSISTANCE FOR PERSONS WITH DISABILITIES

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Planning Technician at 650-851-1700 ext. 211. Notification 48 hours prior to the meeting will enable the Town to make reasonable arrangements to ensure accessibility to this meeting.

AVAILABILITY OF INFORMATION

Any writing or documents provided to a majority of the Town Council or Commissions regarding any item on this agenda will be made available for public inspection at Town Hall located 765 Portola Road, Portola Valley, CA during normal business hours.

Copies of all agenda reports and supporting data are available for viewing and inspection at Town Hall and at the Portola Valley branch of the San Mateo County Library located at Corte Madera School, Alpine Road and Indian Crossing.

PUBLIC HEARINGS

Public Hearings provide the general public and interested parties an opportunity to provide testimony on these items. If you challenge a proposed action(s) in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing(s) described later in this agenda, or in written correspondence delivered to the Planning Commission at, or prior to, the Public Hearing(s).

This Notice is posted in compliance with the Government Code of the State of California.

Date: September 16, 2011

CheyAnne Brown
Planning Technician
