

# SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

Post Office Box 339 Oceano, California 93475-0339 1600 Aloha Oceano, California 93445-9735 Telephone (805) 489-6666 FAX (805) 489-2765 <a href="http://sslocsd.org/">http://sslocsd.org/</a>

# Agenda

# **Board of Directors Meeting**

1655 Front Street Oceano, California 93445

Wednesday, December 7, 2011 at 6:00 PM

### **Board Members**

Bill Nicolls, Chairman Lori Angello, Director Tony Ferrara, Director

#### Alternates

Karen Bright, Director Matthew Guerrero, Director Jim Guthrie, Director

### Agencies

City of Grover Beach Oceano Community Services District City of Arroyo Grande

City of Grover Beach Oceano Community Services District City of Arroyo Grande

## 1. CALL TO ORDER AND ROLL CALL

### 2. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON AGENDA

This public comment period is an invitation to members of the community to present comments, thoughts, or suggestions on matters <u>not</u> scheduled on this agenda. Comments should be limited to those matters that are within the jurisdiction of the District. The Brown Act restricts the Board from taking formal action on matters not published on the agenda. In response to your comments, the Chairman or presiding Board Member may:

- Direct staff to assist or coordinate with you.
- It may be the desire of the Board to place your issue or matter on a future Board agenda.

Please adhere to the following procedures when addressing the Board:

- Comments should be limited to 3 minutes or less.
- Your comments should be directed to the Board as a whole and not directed to individual Board members.
- Slanderous, profane or personal remarks against any Board Member, Staff or member of the audience shall not be permitted.

Any writing or document pertaining to an open session item on this agenda which is distributed to a majority of the Board after the posting of this agenda will be available for public inspection at the time the subject writing or document is distributed. The writing or document will be available for public review in the offices of the Oceano CSD a member agency. 1655 Front Street, Oceano, California. Consistent with the Americans with Disabilities Act and California Government Code §54954.2, requests for disability related modification or accommodation, including auxiliary aids or services may be made by a person with a disability who requires the modification or accommodation in order to participate at the above referenced public meeting by contacting the District Administrator or Administrative Assistant at 805-544-4011.

### 3. CONSENT AGENDA

The following routine items listed below are scheduled for consideration as a group. Each item is recommended for approval unless noted. Any member of the public who wishes to comment on any Consent Agenda item may do so at this time. Any Board Member may request that any item be withdrawn from the Consent Agenda to permit discussion or change the recommended course of action. The Board may approve the remainder of the Consent Agenda on one motion.

- 3a. Review and Approval of Minutes of November 2 and November 16, 2011 meetings
- 3b. Review and Approval of Warrants

#### 4. PLANT SUPERINTENDENT'S REPORT

#### 5. BOARD ACTION ON INDIVIDUAL ITEMS:

# A. DISTRICT ENROLLMENT IN STATE-BASED MUTUAL AID AGREEMENT PROGRAMS

Staff recommends the Board receive this report providing information on the California Water/Wastewater Agency Response Network (CAL-WARN) and the California Public Works Mutual Aid Agreement (PWMAA); and direct Staff to administer enrollment into the two mutual-aid programs on behalf of the District in accordance with the procedures listed below.

### B. SERVICE CHARGES/RATE STUDY UPDATE

Staff recommends the Board: direct staff to continue working with member agency staff to reconcile billing classifications and to develop standard billing reports that contains District billing details; approve a Budget Adjustment of up to \$15,000 if necessary, from the Operating Fund 19 Balance to cover the reprogramming costs of the member agencies' billing systems.

# C. CONSIDERATION OF FEE FOR NON-COMPLIANCE TO THE FATS, OILS, AND GREASE ORDINANCE

Staff recommends that the Board direct staff to bring back a resolution to impose a fee for non-compliance to the Fats, Oils, and Grease (FOG) Ordinance, Ordinance No. 2008-01, to mitigate member agency costs.

# D. CLARIFIER DRIVE AND ASSOCIATED EQUIPMENT PURCHASE

Staff recommends the Board authorize the purchase of new Clarifier Drive Unit and Associated Equipment (06 MBI 04) from Ovivo USA, LLC in the amount of \$59,362.87.

### E. ELECTRIC WIRING UPGRADE

Staff recommends the Board approve the purchase of electrical wire to further the reconducting project, from Royal Wholesale Electric Supply of Santa Maria, in the expected amount of \$11,518.41.

#### F. CHECK VALVE REPLACEMENT (FFR PUMP)

Staff recommends the Board approve the purchase of a APCO slow closing check valve for the amount of \$4,501.87 to Ferguson Enterprises.

#### 6. MISCELLANEOUS ITEMS

- a. Miscellaneous Oral Communications
- b. Miscellaneous Written Communications
- c. Possible cancellation of December 21, 2011 Board meeting

# 7. PUBLIC COMMENT ON CLOSED SESSION

## 8. CLOSED SESSION

- Conference with Legal Counsel regarding existing litigation pursuant to Government Code <u>Section 54956.9</u>; 1 case Mascolo v SSLOCSD et.al.
- 2) Conference with Legal Counsel regarding significant exposure to litigation pursuant to Government Code section: § 54956.9 subdivision b; 1 case

# 9. RETURN TO OPEN SESSION, REPORT ON CLOSED SESSION

## 7. ADJOURNMENT

### SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

# Oceano Community Services District 1655 Front Street Oceano, CA 93445

Minutes of Wednesday, November 16, 2011

#### CALL TO ORDER AND ROLL CALL

Present:

Chairman Bill Nicolls, City of Grover Beach; Jim Guthrie, City of Arroyo Grande;

Matthew Guerrero, Oceano Community Services District.

Others in Attendance:

John Wallace, District Administrator; Mike Seitz, District Counsel; Plant

Superintendent Bob Barlogio.

### 2. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON AGENDA

There were no public comments.

### 3. CONSENT AGENDA

A. Review and Approval of Minutes from the Meeting of November 2, 2011.

Chairman Nicolls removed the Minutes from the Consent Agenda as Director Guerrero and Director Guthrie were not present at the November 2<sup>nd</sup> meeting. (Item No. 3A) This item will be postponed until the December 7, 2011 meeting.

- B. Review and Approval of Warrants.
- C. Financial Report ending October 31, 2011

It was moved by Director Guthrie, seconded by Director Guerrero to approve Consent Agenda Items 3B and 3C. Motion carried unanimously.

Administrator Wallace noted that OCSD has taken formal action to designate Matthew Guerrero as the OCSD alternate Director and as such will be able to participate in Board actions henceforth.

## 4. PLANT SUPERINTENDENT'S REPORT

Plant Superintendent Barlogio reported that the plant is running well. Chlorine usage has been reduced while still having effective disinfection.

In a recent video of some of the District's trunk system lines, debris blocked filming of certain lines. Plant Superintendent Barlogio contacted Shane Taylor, Utilities Supervisor of the City of Arroyo Grande, for help in clearing those lines.

Staff replaced a broken frame and lid on an electrical box near the headworks area at a cost of about \$1,000 which was substantially less than the bids received from outside contractors.

Several composite samples from Arroyo Grande, Grover Beach and Oceano trunk sewers have been taken with the new samplers. Plant Superintendent Barlogio indicated that there will be more samples to evaluate early in December.

There was a power outage on November 3<sup>rd</sup>.

Chairman Nicolls commented on how the chlorine usage is declining, which will lead to considerable cost savings. Plant Superintendent Barlogio added that the District is saving about \$500/day. Administrator Wallace said that the next stage will be to look for ways to reduce the usage of bisulfite as well.

## 5. BOARD ACTION ON INDIVIDUAL ITEMS:

# A. NEW CENTRIFUGE 2A, CENTRIFUGE PURCHASE RETAINAGE PAYMENT TO ANDRITZ SEPARATION

Administrator Wallace presented the staff recommendation that the Board approve the release of the retention monies since Andritz Separation has completed their work and the statutory lien period is over. It was recommended that the Board approve the final retention payment to Andritz in the amount of \$35,949.20.

It was moved by Director Guerrero, seconded by Director Guthrie, to approve the staff recommendation for the release of the retainage payment to Andritz Separation in the amount of \$35,949.20. Motion carried unanimously.

### B. PRETREATMENT ORDINANCE UPDATE

Administrator Wallace presented the staff recommendation that the Board direct staff to issue a Request for Proposal (RFP) to update the District's pretreatment ordinance, which is required under the District's waste discharge requirements. The existing pretreatment ordinance was developed in 1994. The pretreatment ordinance does not need Water Board approval until the flow reaches more than 3 million gallons (average daily). However, the District needs to update its pretreatment ordinance as there have been regulatory changes from the U.S. EPA and the State Water Board. The new pretreatment ordinance would regulate Significant Industrial Users (SIUs) by setting the requirements for discharge. If the SIUs do not meet the discharge requirements, then they would be required to pretreat their effluent. The new pretreatment ordinance would also be part of the District's permit renewal process slated for 2014.

Staff recommends that the Board direct Staff to prepare an RFP from experts in the industry such as larger consulting firms which specialize in these types of ordinances. The expected range of costs of the proposals is \$10-\$15,000.

Director Guerrero asked whether this was related to inspection and re-inspection fees. Administrator Wallace explained that those fees are part of the District's Fats, Oils and Grease (FOG) ordinance.

Chairman Nicolls asked whether it would be more expensive to get the pretreatment ordinance approved as part of this process. Administrator Wallace replied that it would not be more expensive. The ordinance will be submitted to the Water Board for review, and the comments from the Water Board would then be incorporated into the ordinance. Administrator Wallace noted that this submittal would not be an official action to modify the District's permit by the Water Board at this time. That would be part of the permit renewal in 2014.

It was moved by Director Guthrie, seconded by Director Guerrero, to approve the staff recommendation to issue a Request for Proposals (RFP) to update the District's pretreatment ordinance. Motion carried unanimously.

# C. 04 MBI 16 – ELECTRICAL SYSTEM UPGRADE, CLARIFIER EQUIPMENT

Plant Superintendent Barlogio presented the staff recommendation that the Board approve purchase of wiring from IES of San Luis Obispo in the amount of \$7,000.22. The wiring being replaced is from the 1960s, and the insulation has deteriorated. Much of the work will be done inhouse which will cut down on costs.

Administrator Wallace added that much of the plant's overall reconductoring had already been done as part of previous projects so the electrical system upgrade overall cost will come in substantially under budget.

It was moved by Director Guerrero, seconded by Director Guthrie, to approve the staff recommendation for the purchase of wiring from IES in the amount of \$7,000.22. Motion carried unanimously.

## D. FIRST QUARTER BUDGET ADJUSTMENTS

Administrator Wallace presented the first quarter budget adjustments as well as minor corrections to the final budget for FY 2011-12. Projects from each fund as well as individual line-items were analyzed. Adjustments to the Operating and Expansion funds are being recommended. Since the original budget was adopted by Board resolution, it is recommended that the Board adopt Resolution No. 2011-294 to make these adjustments to the original budget.

It was moved by Director Guthrie, seconded by Director Guerrero, to approve the staff recommendation that the Board adopt Resolution No. 2011-294 - Resolution Amending FY 2011-12 Budget at First Quarter. Roll call was as follows: Director Guthrie: Yes; Director Guerrero: Yes; Chairman Nicolls: Yes. Motion carried unanimously.

### E. COUNTY OCEANO LAGOON STUDY UPDATE

Administrator Wallace presented an update on the status of the County's Oceano Lagoon Study. As part of the Notice of Violation (NOV) from the State Water Resources Control Board (SWRCB), the Water Board issued an Investigative Order which required the District to assess the impact of untreated wastewater discharged to the Oceano Lagoon. Thus, the District had participated in a Request for Proposal (RFP PS#1149) issued by the County to study the Oceano Lagoon as part of the County's flood control measures but the District's costs to participate with the County were substantial. In addition, at the October 26th meeting with SWRCB officials, the State is rethinking its position on this issue. Depending upon the State's position, the scope of the District's study could change. Thus, the District has subsequently withdrawn from RFP PS#1149 and will retain its own consultant, as needed, to study this issue.

There was consensus among the Board that District Staff continue to coordinate with SWRCB officials regarding the Investigative Order issued April 18, 2011 regarding this issue.

#### F. BRINE DISCHARGE EVALUATION

Plant Superintendent Barlogio presented the staff recommendation that the Board approve the proposal from Kennedy/Jenks Consultants for professional services to evaluate the potential impact of accepting brine.

The brine disposal station had been shutdown subsequent to the December 19, 2010 storm event because there was concern that a truck could damage the electrical wiring which had been temporarily placed above ground.

When District Staff contacted the Regional Water Quality Control Board, there were concerns that

the brine disposal requirements under the District's current discharge permit (NPDES) may not be in compliance with current NPDES regulations.

Plant Superintendent Barlogio reported that although the costs of the study seem high, the potential income could be nearly \$5,000/day so the study would pay for itself soon thereafter. He said that the study would take two months to complete, and the results could then be evaluated by the Water Board for any further recommendations.

It was moved by Director Guerrero, seconded by Director Guthrie, to approve the staff recommendation to accept the proposal from Kennedy/Jenks Consultants for professional services to evaluate the potential impact of accepting brine in the approximate amount of \$47,340. Motion carried unanimously.

### 6. MISCELLANEOUS ITEMS

#### A. Miscellaneous Oral Communications

Administrator Wallace spoke about how the State has moved to increase WDR permit fees by 40% and NPDES permit fees by 60%, effective November 1<sup>st</sup>. There will be a subsequent budget adjustment at the end of the second quarter.

Administrator Wallace then spoke about the status of the District's response to the State Water Board's Notice of Violation (NOV). At the all-day meeting on October 26, the District's team presented technical conclusive and supporting data. The State has tentatively scheduled an additional meeting in December to discuss potential fines. The spill amount is still being analyzed, which could affect the District's potential fine.

### B. Miscellaneous Written Communications

Administrator Wallace welcomed Director Guerrero as the new alternate Director representing the Oceano Community Services District (OCSD). The District has received OCSD documentation appointing Director Guerrero as their alternate to Director Angello.

Administrator Wallace has sent written responses to the OCSD regarding questions posed previously by Director Angello.

Administrator Wallace spoke about the numerous statewide effluent violations article written by Somach, Simmons & Dunn, a law firm which specializes in this area.

Administrator Wallace introduced the new handouts for placement on Member Agencies' public counters providing information on reporting sewer overflows. These pamphlets are a part of the communication plan component of the District's Sewer System Management Plan (SSMP).

#### 7. ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned at approximately 7:20 p.m.

THESE MINUTES ARE DRAFT AND NOT OFFICIAL UNTIL APPROVED BY THE BOARD OF DIRECTORS AT A SUBSEQUENT MEETING

#### SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT WARRANT REGISTER 12/7/2011

		12/7/2011		-		
ISSUED TO	PURCHASE/SERVICE	INV. # / SERVICE PERIOD	WARRANT NO.	ACCT	ACCT BRKDN	TOTAL
AIRGAS SAFETY	MISC SUPPLIES	9002966727	120711-6096	8055	240.27	240.27
ANDRITZ SEPARATION	RETAINAGE PAYMENT	NEW CENTRIFUGE 2A	97	20/8065	35,949.20	35,949,20
8	EMPLOYEE UNIFORMS	6425612 6445168 6464319	98	7025	591.40	591.40
, <del>.</del>	TELEPHONE SERVICE	NOVEMBER	99	7013	777.04	777.04
	STEEL	438677	6100	8060	127.63 75.00	127.63 75.00
	BACKFLOW TEST	23627 B109853 B109686 B110631	6101 6102	8060 7078	315.00	315.00
DO 611 10 01 10 11 10 10 10 10 10 10 10 10 1	CHEMICAL ANALYSIS	151127	3	8050	4,572.07	4,572.07
	CHEMICALS ELEC SUPPLIES	468129	4	8060	89.52	89.52
CA ELEC SUPPLY CALPERS MEDICAL	EMPLOYEE MEDICAL	DECEMBER	5	6010	10,088,12	10.088.12
	WIRING FOR ELEC SYS UPGRD	5870-539203	6	26/8065	1,823,25	1,823.25
	HAZMAT AND AGT PERMITS	ANNUAL RENEWAL 2012	7	7068	712.99	712.99
D&H WATER	TRANSMITTER PADS	2011-167	8	8030	1,210.79	1,210.79
1	MISC PARTS	321532	9	8030	10.87	10.87
i i	SHIPPING	7-691-69343 7-699-40495 7-707-22062	10	8045	168.72	168.72
FGL ENVIRONMENTAL	CHEMICAL ANALYSIS	182876A 182885A 182944A 182977A 183021A 183023A 183024A 183044A	11	7078	840.00	840.00
CICHED POIENTIEIC	LAB SUPPLIES	7398084	12	8040	111.98	111.98
FISHER SCIENTIFIC FLUID RESOURCE MGMT	STORM DRAIN MAINT	W5246	13		1,830.00	1,830.00
GAS COMPANY	GAS SERVICE	10/21/11 TO 11/21/11	14	•	1,517.58	1,517.58
GRAINGER	MISC SUPPLIES	9685921943	15		128.51	183.17
		9674875787		8055	54.66	MAZUE
I.I. SUPPLY	MISC SUPPLIES	12014	16	8030	294,94	387.54
		11987		8056	48,36	1
		12137		8060	44.24	
JB DEWAR INC	VEHICLE FUEL AND OIL	777744	17	1	191.81	191.81
JWC ENVIRONMENTAL	BAG MATERIAL FOR AUGERS	43837	18	§	374.13	374.13
LAB SAFETY SUPPLY	MISC SUPPLIES	1018143269	19	€	164.85	305.78
SHERRING		1018169778		8056	140.93	
LIEBERT CASSIDY WHITMORE	LEGAL SERVICES	OCTOBER	20	ž	1,524.00	1,524.00
LINC DELIVERY	DELIVERY SERVICE	OCTOBER	21	B	367.50	367.50
LOUIE'S CRANE SERVICE	CRANE SERVICE	7786	22	8060	520.00	520.00
MC MASTER CARR	MISC SUPPLIES	10707165	23	8035 8060	31.81 852.15	883.96
MDT PERSONNEL	CONTRACT LABOR	99734975 10707577 11466415 3103-674 3103-683 3103-692 3103-700	24		2,057.00	2,057.00
AND OTHER MICTORISTS	LAD CUDDUES	MSI 1866	25	8040	274.56	274.56
MID-STATE INSTRUMENTS	LAB SUPPLIES CELL PHONE SERVICE	OCTOBER	26	B .	74.09	74.09
NEXTEL PG&E	ELECTRICITY SERVICE	10/13/2011 TO 11/13/2011	2	8	10,201.21	10,201.21
POLYDYNE	CLARIFLOC	645080	21	8050	458,49	458.49
PRAXAIR	GAS CYLINDER	41297163	25	8060	42.08	42.08
SAN LUIS PERSONNEL	CONTRACT LABOR	8988 9043 9084	34	6085	1,326.00	1,326.00
SANTA MARIA DIESEL	MISC SUPPLIES	19432 19921 20184 20185 20536	3	6030	782.75	811.65
		20303	on the same of the	8055	28.90	
SHIPSEY & SEITZ	LEGAL SERVICES	OCTOBER	3:	2 7071	8,188.50	8,188.50
SIEMENS	POLYBLEND UNIT	900463865	3:	1		7,932.00
SM TIRE	TRAILER TIRES	567806	3	1	304.17	304.17
STANLEY CONVERGENT	SECURITY	DECEMBER	3		62.20	62.20
STATE FUND	WORKERS' COMP	NOVEMBER	3	9	4,498.52	4,498.52
STATE WATER RESOURCES BRD	DISPOSAL PERMIT FEES	ANNUAL 2011-2012	1	7 7068	14,804,00	
SUNRISE ENVIRONMENTAL	PLANT CHEMICALS	12131	1	8050	426.79	1
TITAN INDUSTRIAL	SAFETY SUPPLIES	1047774 1047817	5	9 8056	107.26	E
TONY LIPKA	SAFETY TRAINING	SSLO-1102	ă	0 8056	2,250.00 111.00	1
UNDERGROUND SERVICE ALERT	DIG ALERT SERVICE	11011046	1	2 6085	1,848.00	t
UNITED STAFFING	CONTRACT LABOR MISC SUPPLIES	055634 055761 056141 529118 532350	1	3 8040	311.77	I
USABLUEBOOK	WISC SUFFLIES	526054 526777	1	8055	697.82	1
WATER ENV FEDERATION	MEMBERSHIP RENEWAL	RODRIGUEZ	4	4 7050	220.00	t .
WATER ENV FEDERATION	MEMBERSHIP RENEWAL	ROMHILD	ž.	5 7050	220.00	1
WOESTE ELECTRIC INC	ELEC MAINT	6073	Ę.	6 26/806	4	3
SUB TOTAL		N. Carlon Control of the Carlon Control of t			125,308.15	125,308.15
PAYROLL	PPE 11/18/2011	REMOVED TO THE PROPERTY OF THE		Contraction of the Contraction o	22,680.65	22,680.65
GRAND TOTAL	William Control of the Control of th	et-constraint		RCECOVER TO STORY	147,988.80	147,988.80
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We hereby certify that the demands numbered serially from 120711-6096 to 120711-6146 together with the supporting evidence have been examined, and that they comply with the requirements of the SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT. The demands are hereby approved by motion of the SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT, together with warrants authorizing and ordering the issuance of checks numbered identically with the particular demands and warrants.

BOARD OF DIRECTORS:	DATE:
Chairman	Board Member
Board Member	Secretary



# SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

Post Office Box 339 Oceano, California 93475-0339 1600 Aloha Oceano, California 93445-9735 Telephone (805) 489-6666 FAX (805) 489-2765 http://www.sslocsd.org/

To: Board of Directors

From: Bob Barlogio, Plant Superintendent

Via: John Wallace, District Administrator

Date: November 29, 2011

Subject: Superintendent's Report

The plant has operated well this last month; the following data was complied up to today's date: Average daily flow was 2.52 million gallons per day, with a maximum daily flow of 2.75 million gallons.

Average BOD coming into the plant is 325 mg/l, TSS is 320 mg/l. The maximum BOD was 459 mg/l and TSS max was 370 mg/l, of the data I currently have.

Average BOD leaving the plant was 25 mg/l; TSS was 30 mg/l. The maximum daily sample was 33 mg/l BOD and 48 mg/l TSS, weekly limit of 60 mg/l. Removal rate of 93% and 92 %.

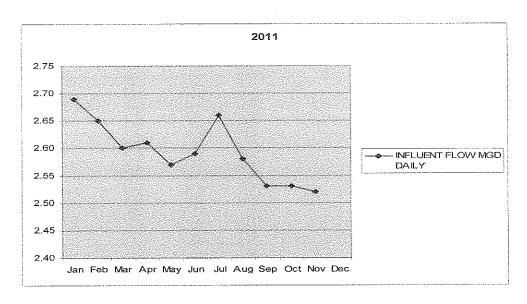
Fecal 7 sample median was 8 MPN, limit of 200 MPN. We have decreased chlorine usage substantially without sacrificing the disinfection effectiveness. We have reduced our chlorine usage from around 840 gallons per day average to 232 gallons per day average. This equates a saving of about \$640 per day. Please see attached graphs and data for details.

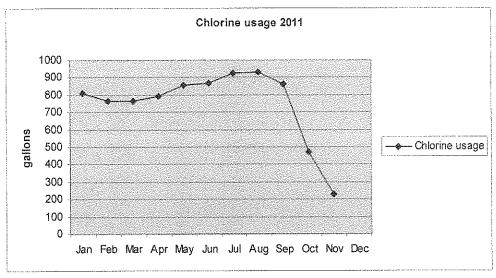
We have sampled the collections system from Arroyo Grande, Grover Beach, and Oceano. We sampled the trunk sewer line a couple times, this last month. This would give us a baseline. We will probably sample a few more times in the coming months.

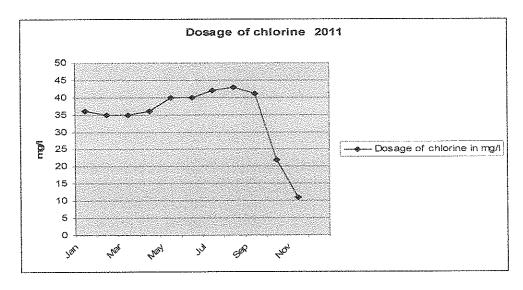
During November 2011, we had the flow meters checked for accuracy and found that they were with-in tolerance required. No adjustments needed.

We have over 40 SOP's written. These range from how to start the emergency pump to changing the time on the flow meters. We feel that we need probably 30 or more written. These will be a "living" document. As we use them and find something doesn't work as planned, or an easier method, we can change it. The SOP's will match up with a building or site number. For example, starting the emergency diesel pump at the headworks (site #1), the headworks is a 100 series site. So the SOP will be 101. A SOP for the primary clarifier (site #3) will be 300 series. This method will allow staff to look for an SOP in a certain area, by the site or building number.

		WATER RESOURCES CON			
David Card via Obiana		R SELF MONITORI	NG REPUKI	FACILITY ID#	340011100
South San Luis Obispo					
POST OFFICE BOX 399	•	1000 M 2 1 N / 5000 5000 5000 5000 5000	A SHICK HEEK	NPDES #	48003
Oceano, Ca 93475		DAILY REPO		WDR ORDER#	R3-2009-00
[	2044		SECULIA	SAMPLE TYPE	METEREI
REPORT DATE REPORTING	2011		BEGINNING		$\overline{}$
PERIOD		DAILY	ENDING		
DESCRIPTION	INFLUENT		Dosage		
NAME	FLOW MGD	Chlorine usage	of chlorine		
FREQUENCY	DAILY		in mg/l		+
Month		000			
Jan	2.69	809	36		
Feb	2.65	762	35		
Mar	2.60	764	35		<del> </del>
Apr	2.61	791	36	AND	
May	2.57	859	40		
Jun	2.59	866	40		
Jul	2.66	925	42		
Aug	2.58	932	43		
Sep	2.53	860	41		
Oct	2.53	469	22		
Nov	2.52	232	11		
Dec					
T.					
	7				
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4			**************************************		
S.W.					
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AVERAGE	2.59	752	35		
MAX	2.69	932	43		
MIN	2.52	232	11		







Date	BOD	TSS		WWTP Inf BOD	WWTP Inf TSS
	data	data			
11/4/2011	210	200	Arroyo Grande	290	270
	190	75	Grover Beach		
	356	80	Oceano		
	252	118	Average		
11/11/2011	226	283	Arroyo Grande	326	370
	411	120	Grover Beach		
	259	160	Oceano		
	299	188	Average		
11/18/2011	288	330	Arroyo Grande	305	320
	324	372	Grover Beach		
	173	200	Oceano		
	262	301	Average		



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Staff Report

To:

Board of Directors

From:

John Wallace, District Administrator

Date:

December 07, 2011

Subject:

District Enrollment in State-Based Mutual Aid Agreement Programs

# Recommendation:

- 1. Receive this report providing information on the California Water/Wastewater Agency Response Network (CAL-WARN) and the California Public Works Mutual Aid Agreement (PWMAA);
- 2. Direct Staff to administer enrollment into the two mutual-aid programs on behalf of the District in accordance with the procedures listed below.

# Funding:

There is no cost to join either the Water/Wastewater Agency Response Network or the Public Works Mutual Aid Agreement. If the District is to later utilize the resources of another participating agency during times of local emergency, the District would typically be expected to reimburse the lending Agency for payroll and/or other minor expenses as described below. Conversely if the District's resources were used the District would be reimbursed for the use of those resources.

### Discussion:

Several staff recently attended the 2011 Sewer Smart Summit in Oakland, CA along with over 140 engineers, sewer system maintenance crews, public works directors and sanitary district operators. Wallace Group staff attended the summit as a training opportunity to improve the services being offered to the District.

The summit was sponsored by the Association of Bay Area Governments (ABAG) and allowed attendees to engage with 15 speakers who shared best practices and expertise for preventing Sanitary Sewer Overflows (SSOs), understanding proposed changes to the Wastewater Discharge Regulations (WDRs) and the impact to the Sewer System Management Plan (SSMP) audits, preparing for catastrophic events, converting wastewater to biofuel and learning to prepare for climate change regulations. The summit provided valuable information from key speakers including the State Water Resources Control Board, the California Sanitation Risk Management Authority, and various local Agency governments. It is highly recommended that District Operational Staff attend upcoming annual summits given the valuable information that was provided.

One of the key presentations at the summit provided information on the California Water/Wastewater Agency Response Network. CAL-WARN is a mutual response network to promote statewide emergency preparedness, disaster response, and mutual assistance for public and private water and wastewater utilities, that is integrated with the State Office of Emergency Services (OES). Participating water/wastewater utilities are able to establish a common contractual relationship under which they are able to share resources during an emergency at the discretion of each participating agency. The mutual assistance program is consistent with

Staff Report - December 07, 2011 Meeting - 120711 Enrollement in CAL-WARN.docx

other statewide mutual aid programs and the Standard Emergency Management System (SEMS) and the National Incident Management System (NIMS). In addition, the program meets DHS FEMA mutual aid requirements for reimbursement consideration. Currently in California there are over 250 signatory agencies enrolled in the program.

Essentially, by gaining membership to CAL-WARN the District would be offering its resources (equipment and staff) to other Agencies when they are impacted by local emergencies if the District is in a position to provide these resources. As a result the District itself would be entitled to receive mutual assistance during District emergencies.

Several local agencies such as the City of San Luis Obispo, Atascadero Mutual Water Company, and Golden State Water Company are currently enrolled in the CAL-WARN network. In the event of a District emergency the District could request staff and equipment from these and other agencies during and after the event. Typically, under CAL-WARN, staff and equipment is provided under the payroll of the loaning utility but under the liability of the receiving utility. Reimbursement however is not mandated by the CAL-WARN and is left up to the discretion of the agencies involved.

The following steps are required to join CAL-WARN:

- 1. Review the CAL-WARN website at http://calwarn.org
- 2. Review the Articles of Agreement; (Attached)
- 3. Fill out the Signature Page and have the appropriate authority sign it;
- 4. Fill out the *Emergency Contact Form*; (Attached)
- 5. Mail the Signature Page and the Emergency Contact Form to CAL-WARN State Steering Committee;

Similar to the CAL-WARN Network is the Public Works Mutual Aid Agreement. PWMAA was established in October 1989 as a means for public works agencies to receive mutual aid quickly following a catastrophic disaster. Like CAL-WARN, the program is voluntary and participating agencies are under no obligation to provide or deplete their own resources. Unlike CAL-WARN, PWMAA requires a local emergency proclamation (similar that which occurred during the December 2010 Oceano Flood) to initiate services and the requesting jurisdiction is required to pay for the assistance offered.

Currently there are 19 counties, 149 cities and 2 special districts that are signatories to the agreement, including: San Luis Obispo County, City of Arroyo Grande, City of Grover Beach, City of Morro Bay, City of Pismo Beach, City of San Luis Obispo, and Templeton Community Services District. Jurisdictions that have received PWMAA assistance under the agreement are eligible to request reimbursement from the State and Federal Government if the Governor or President declare a disaster.

The following steps are required to become a Member Agency to the PWMAA:

- 1. Review the PWMAA website at <a href="http://www.dpw.lacounty.gov/dsg/pwmaa/">http://www.dpw.lacounty.gov/dsg/pwmaa/</a>
- 2. Edit the PWMAA Signature Page; (attached)
- 3. Attach the Signature Page to the PWMAA Agreement;
- 4. If necessary, edit the PWMAA Letter to City Council;
- 5. Submit the PWMAA Signature Page/Agreement/Letter to City Council package to the District Board of Directors for approval;
- 6. Send a signed copy of the signature page along with the *PWMAA Contact Request Form* to PWMAA coordinator;

District Staff recommends that SSLOCSD become signatory to both the California Water/Wastewater Agency Response Network and the Public Works Mutual Aid Agreement by authorizing District Staff to complete the necessary steps listed above.

# Articles of Agreement California Water/Wastewater Agency Response Network WARN 2007 Omnibus Mutual Assistance Agreement

This AGREEMENT is made and entered into by those water and wastewater utilities which have adopted and signed this agreement to provide mutual assistance in times of emergency in accordance with the California Emergency Services Act and the California Disaster and Civil Defense Master Mutual Aid Agreement; and to provide reimbursement for equipment, supplies and personnel made available on an emergency basis.

All of said water and wastewater utilities being herein referred to collectively as "the parties."

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree to provide mutual assistance to one another in times of emergency as follows:

# ARTICLE I. PURPOSE

Recognizing that emergencies may require assistance in the form of personnel, equipment, and supplies from outside the area of impact, the signatory utilities hereby establish an Intrastate Program for Mutual Aid and Assistance. Through the Mutual Aid and Assistance Program, Members coordinate response activities and share resources during emergencies. This Agreement sets forth the procedures and standards for the administration of the Intrastate Mutual Aid and Assistance Program and is available to all water and wastewater utilities, public and private, in the State of California.

# ARTICLE II. DEFINITIONS

- A. Authorized Official An employee or officer of a Member who is authorized to: (1) request assistance; (2) offer assistance; (3) refuse to offer assistance or (4) withdraw assistance under this.
- B. *Emergency* A natural or human caused event or circumstance causing, or imminently threatening to cause impact to the operations of a member utility's system, loss of life, injury to person or property, human suffering or financial loss, and includes, but is not limited to, fire, flood, severe weather, earthquake, civil disturbance, riot, explosion, drought, volcanic activity, spills or releases of oil or hazardous material, contamination, utility or transportation emergencies, disease, blight, infestation, intentional acts, sabotage, declaration of war, or other conditions which is, or is likely to be beyond the control of the services, personnel, equipment, and facilities of a Member and requires mutual assistance.
- C. **Member** Any public or private water or wastewater utility that manifests intent to participate in the Mutual Aid and Assistance Program by executing this, the California Water/Wastewater Agency Response Network (CalWARN) Agreement.
- D. **Associate Member** Any non utility participant, approved by the State Steering Committee, that provides a support role for the WARN program, for example State Department of Public

E. **Confidential Information** - Any document shared with any signatory to this Agreement that is marked confidential, including but not limited to any map, report, notes, papers, opinion, or e-mail which relates to the system vulnerabilities of a Member or Associate Member.

F. **Non-Responding Member** - A Member that does not provide assistance during a Period of Assistance under the Mutual Aid and Assistance Program.

G. Requesting Member – A Member who requests assistance under the Mutual Aid and Assistance Program.

H. **Responding Member** – A Member that responds to a request for assistance under the Mutual Aid and Assistance Program.

Period of Assistance – A specified period of time when a Responding Member assists a
Requesting Member. The period commences when personnel, equipment, or supplies
depart from Responding Member's facility and ends when the resources return to their
facility (portal to portal). All protections identified in the Agreement apply during this period.
The specified Period of Assistance may occur during response to or recovery from an
Emergency.

J. National Incident Management System (NIMS) - A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.

K. Standardized Emergency Management System (SEMS) - A standardized approach to field command and jurisdictional management and response set forth by State of California Code of Regulations for multi-agency or multi-jurisdictional response to an emergency.

# ARTICLE III. ADMINISTRATION

The administration of the Water/Wastewater Agency Response Network (WARN) will be through WARN Regional Steering Committees (RSC) and the WARN State Steering Committee (SSC).

The WARN RSCs will be established by representatives from the Members in that region. A chair and co-chair will be elected and act as administrators for that region. The chair will represent the region on the WARN SSC. Each WARN RSC will sponsor an annual meeting for Members, maintain a data base of all water and wastewater utilities who have signed this Agreement, and meet as a committee to address concerns and procedures for requesting mutual assistance in that region. The regions will be comprised of one or more of the six Office of Emergency Services (OES) mutual aid regions.

The WARN SSC will include the chairs of the regional steering committees, and a representative from the California Department of Public Health (CDPH), California Utilities Emergency Association (CUEA), Department of Water Resources (DWR), the American Water Works Association (AWWA) Emergency Planning Committee, California Rural Water

Association (CRWA) and California Sanitation Risk Management Authority (CSRMA). The SSC will identify a Chair for the purpose of leading the SSC and act as a point of contact for the WARN SSC. At a minimum, the WARN SSC will meet annually and issue a list of participating utilities. The database will be maintained on the WARN website, managed by a volunteer Member, as appointed by the SSC.

# ARTICLE IV. PROCEDURES

- A. In coordination with the Regional Steering Committees, emergency management and public health system of the state, the State Steering Committee shall develop operational and planning procedures for the Mutual Aid and Assistance Program. These procedures shall be consistent with the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS), reviewed at least annually and updated as needed by the State Steering Committee.
- B. Requests for emergency assistance under this Agreement shall be directed to the appropriate Authorized Official(s) from the list of Members.
- C. Consistent with SEMS, when more than one County is impacted by a disaster, requests for mutual assistance under this Agreement may be channeled through the CUEA Utility Operation Center to ensure maximum effectiveness in allocating resources to the highest priority needs.

# ARTICLE V. REQUESTS FOR ASSISTANCE

In general, assistance will be in the form of resources, such as equipment, supplies, and personnel. Assistance shall be given only when Responding Member determines that its own needs can be met while rendering assistance. The execution of this Agreement shall not create any duty to respond on the part of any party hereto. A potential Responding Member shall not be held liable for failing to provide assistance. A potential Responding Member has the absolute discretion to decline to provide any requested assistance.

- A. Member Responsibility Members shall identify an Authorized Official and alternates; provide contact information including 24-hour access; and maintain resource information made available by the utility for mutual aid and assistance response, as allowed by utility policy. Such information shall be updated annually or as changes occur (whichever is sooner), provided to the State Steering Committee, and uploaded into the statewide database.
- B. *Member Request* In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from a participating Member. Requests for assistance can be made orally or in writing. When made orally, the request for personnel, equipment, and supplies shall also be prepared in writing and submitted to the participating Member as soon as practicable. Requests for assistance shall be directed to the Authorized Official of the participating Member. Specific protocols for requesting aid shall be provided in the procedures developed under Article IV.

D. Discretion of Responding Member's Authorized Official – Execution of this Agreement does not create any duty to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have sole and absolute discretion as to whether or not to respond, or the availability of resources to be used in such response. An Authorized Member's decisions on the availability of resources shall be final.

# ARTICLE VI. RESPONSE COORDINATION

When providing assistance under this Agreement, the Requesting Member and Responding Member shall be organized and shall function under the Standard Emergency Management System and National Incident Management System protocols and procedures.

A. **Personnel** – Responding Member retains right to identify the employees who are willing to participate and the resources that are available.

B. Control – While employees so provided may be under the supervision of the Responding Member, the Responding Member's employees come under the direction and control of the Requesting Member, consistent with the NIMS Incident Command System to address the needs identified by the Requesting Member. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Member(s). Whenever practical, Responding Member personnel must be self sufficient for up to 72 hours. The Responding Member's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance.

C. Food and Shelter – When possible, the Requesting Member shall supply reasonable food and shelter for Responding Member personnel. If the Requesting Member is unable to provide food and shelter for Responding Member personnel, the Responding Member's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. Except as provided below, the cost for such resources must not exceed the State per diem rates for that area. To the extent Food and Shelter costs exceed the State per diem rates for the area, the Responding Member must demonstrate that the additional costs were reasonable and necessary under the circumstances. Unless otherwise agreed to in writing, the Requesting Member remains responsible for reimbursing the Responding Member for all reasonable and necessary costs associated with providing food and shelter, if such resources are not provided.

D. **Communication** – The Requesting Member shall provide Responding Member personnel with radio equipment as available, or radio frequency information to program existing radio, in order to facilitate communications with local responders and utility personnel.

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- E. Status Unless otherwise provided by law, the Responding Member's officers and employees retain the same privileges, immunities, rights, duties and benefits as provided in their respective jurisdictions.
- F. Licenses and Permits To the extent permitted by law, Responding Member personnel who hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.
- G. Right to Withdraw Resources The Responding Member's Authorized Official retains the right to withdraw some or all of its resources at any time for any reason in the Responding Member's sole and absolute discretion. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Official as soon as soon as is practicable under the circumstances.

### ARTICLE VII. COST REIMBURSEMENT

Unless otherwise mutually agreed in whole or in part by both parties, the Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred while providing aid and assistance during the specified Period of Assistance.

- A. Personnel Responding Member will make such employees as are willing to participate available to Requesting Member at Requesting Member's expense equal to Responding Member's full cost, i.e., equal to the employee's applicable salary or hourly wage plus fringe benefits and overhead, and consistent with Responding Member's collective bargaining agreements or other conditions of employment. All costs incurred for work performed during the specified Period of Assistance will be included. The Requesting Member shall be responsible for all direct and indirect labor costs.
- B. Equipment Use of equipment, such as construction equipment, vehicles, tools, pumps and generators, shall be at Responding Member's current equipment rate and subject to the following conditions: The Requesting Member shall reimburse the Responding Member for the use of equipment during the specified Period of Assistance, including, but not limited to. reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. All equipment shall be returned to the Responding Member as soon as is practicable and reasonable under the circumstances.
  - (a) At the option of Responding Member, equipment may be provided with an operator.
  - (b) Equipment shall be returned to Responding Member within 24 hours after receipt of an oral or written request for return.
  - (c) Requesting Member shall, at its own expense, supply all fuel, lubrication and maintenance for furnished equipment.
  - (d) Responding Member's cost related to the transportation, handling and loading/unloading of equipment shall be chargeable to Requesting Member.
  - (e) In the event equipment is damaged while being dispatched to Requesting Member. or while in the custody and use of Requesting Member, Requesting Member shall reimburse Responding Member for the reasonable cost of repairing said damaged equipment. If the equipment cannot be repaired, then Requesting Member shall

reimburse Responding Member for the cost of replacing such equipment with equipment that is of at least equal capability as determined by the Responding Member. If Responding Member must lease a piece of equipment while Requesting Member equipment is being repaired or replaced, Requesting Member shall reimburse Responding Member for such lease costs.

- C. Materials and Supplies Requesting Member shall reimburse Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. Other supplies and reusable items that are returned to Responding Member in a clean, damage-free condition shall not be charged to the Requesting Member and no rental fee will be charged; otherwise, they shall be treated as expendable supplies. Supplies that are returned to the Responding Member with damage must be treated as expendable supplies for purposes of cost reimbursement.
- D. Payment Period The Responding Member shall provide an itemized bill to the Requesting Member for all expenses incurred by the Responding Member while providing assistance under this Agreement. The Requesting Member shall send the itemized bill not later than (90) ninety dates following the end of the Period of Assistance. The Responding Member may request additional periods of time within which to submit the itemized bill, and Requesting Member shall not unreasonably withhold consent to such request. The Requesting Member agrees to reimburse the Responding Member within 60 days from receipt of an invoice for assistance provided under this Agreement. The Requesting Member may request additional periods of time within which to pay the itemized bill, and Responding Member shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one-year after the date a final itemized bill is submitted to the Requesting Member.
- E. Records Each Responding Member and its duly authorized representatives shall have access to a Requesting Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Member and its duly authorized representatives shall have access to a Responding Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years or longer where required by law and as needed for federal reimbursement practices.

# ARTICLE VIII. ARBITRATION

If any controversy or claim arises out of, or relates to, the Agreement, including, but not limited to an alleged breach of the Agreement, the disputing Members shall first attempt to resolve the dispute by negotiation, followed by mediation and finally shall be settled by arbitration in accordance with the Rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

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# ARTICLE IX. REQUESTING MEMBER'S DUTY TO INDEMNIFY

Pursuant to Government Code Section 895.4, and subject to Article X, Requesting Member shall assume the defense of, fully indemnify and hold harmless Responding Member, its Directors, Council Members, Supervisors, officers and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the Requesting Member's work hereunder, including, but not limited to, negligent or wrongful use of equipment, supplies or personnel provided to Requesting Member or faulty workmanship or other negligent acts, errors or omissions by Responding Member, or by personnel provided to Requesting Member from the time assistance is requested and rendered until the assistance is returned to Responding Member's control, portal to portal.

# ARTICLE X. SIGNATORY INDEMNIFICATION

In the event of a liability, claim, demand, action or proceeding, of whatever kind or nature arising out of the rendering of assistance through this Agreement, the parties involved in rendering or receiving assistance agree to indemnify and hold harmless all Members whose only involvement is the execution and approval of this Agreement, in the transaction or occurrence which is the subject of such claim, action, demand or other proceeding. Such indemnification shall include indemnity for all claims, demands, liability, damages and costs, including reasonable attorneys' fees and other costs of defense, for injury, property damage and workers compensation.

## ARTICLE XI. **WORKER'S COMPENSATION CLAIMS**

The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees. The Requesting Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

## ARTICLE XII. NOTICE

Each party hereto shall give to the others prompt and timely written notice of any claim made or any suit instituted coming to its knowledge, which in any way, directly or indirectly, contingently or otherwise, affects or might affect them, and each Member shall have the right to participate in the defense of the same, as it considers necessary to protect its own interests.

#### 1 ARTICLE XIII. 2 INSURANCE 3 4 Members shall maintain an insurance policy or maintain a self insurance program that covers 5 activities that it may undertake by virtue of membership in the Mutual Aid and Assistance 6 Program. 7 8 9 ARTICLE XIV. 10 CONFIDENTIAL INFORMATION 11 12 To the extent allowed by law, any Member or Associate Member shall maintain in the strictest 13 confidence and shall take all reasonable steps necessary to prevent the disclosure of any 14 Confidential Information provided to it by another Member pursuant to this Agreement. If any 15 Member, Associate Member, or third party requests or demands, by subpoena or otherwise, 16 that a Member or Associate Member disclose any Confidential Information provided to it under 17 this Agreement, the Member or Associate Member shall immediately notify the owner of the 18 Confidential Information and shall take all reasonable steps necessary to prevent the disclosure 19 of any Confidential Information by asserting all applicable rights and privileges with respect to 20 such information and shall cooperate fully in any judicial or administrative proceeding relating 21 thereto. 22 23 24 ARTICLE XV. 25 **EFFECTIVE DATE** 26 27 This Agreement shall take effect for a new party immediately upon its execution by said 28 party. 29 30 31 ARTICLE XVI. 32 WITHDRAWAL 33 34 Any party may terminate its participation in this Agreement by written notice to the Chair of the 35 appropriate RSC and to the SSC Chair. Withdrawal takes effect 60 days after the appropriate 36 officials receive notice. Withdrawal from this Agreement shall in no way affect a Requesting 37 Member's duty to reimburse a Responding Member for cost incurred during a Period of 38 Assistance, which duty shall survive such withdrawal. 39 40 41 ARTICLE XVII. 42 MODIFICATION 43 44 No provision of this Agreement may be modified, altered or rescinded by individual parties to the 45 Agreement. Modifications to this Agreement require a simple majority vote of Members within 46 each region and unanimous agreement among the regions. The State Steering Committee will 47 notify all parties of modifications to this Agreement in writing and those modifications shall be 48 effective upon 60 days written notice to the parties. 49

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### ARTICLE XVIII. SEVERABILITY

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

## ARTICLE XIX. PRIOR AGREEMENTS

To the extent that prior agreements among signatories to this Agreement for mutual assistance are inconsistent with this Agreement, such agreements are hereby superseded. This Agreement supersedes the 1996 Omnibus Mutual Aid Agreement, the WARN 1997 Omnibus Mutual Aid Agreement, and the WARN 2001 Omnibus Mutual Aid and Assistance Agreement.

## ARTICLE XX. PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Members and no other person or entity has rights under this Agreement as a third party beneficiary. Assignment of benefits or delegation of duties created by this Agreement to third parties that are not Members is prohibited and without effect.

# ARTICLE XXI. **TORT CLAIMS**

This Agreement in no way abrogates or waives any immunity or defense available under California law.

# ARTICLE XXII. **INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS**

To the extent practicable, Members retain the right to participate in mutual aid and assistance activities conducted under the State of California Intrastate WARN Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC) and similar programs.

# CalWater/Wastewater Agency Response Network (WARN) 2007 Omnibus Mutual Assistance Agreement Emergency Contact List

WARN Region:	<ul> <li>□ Region 1, Southern</li> <li>□ Region 2, Coastal</li> <li>□ Region 3, Northern</li> <li>□ Region 4, Inland</li> <li>□ Region 5, Valley</li> <li>□ Region 6, Southern</li> </ul> Type of Utility Member <ul> <li>□ Water</li> <li>□ Wastewater</li> <li>□ Other Membership</li> <li>□ Associate</li> </ul>
Date of Joining:	Date of Update:
Agency Name:	
Address:	
City:	Zip Code:
County:	Website:
24-Hr. Telephone No.:	
Authorized Represe	ntative Emergency Contact Info:
Name:	Telephone: ( )
	Cell Phone: ( )
	E-Mail:
Alternate Represen	ative Emergency Contact:
Name:	Telephone: ( )

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		Cell Phone:	( )
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No. of Services:			

The information provided on this page will be included in the WARN web site (www.calwarn.org). (Back to signature page)

© CalWARN, 2008

## ADDITIONAL PARTIES TO AGREEMENT

# CITY OF / COUNTY OF [name of city or county]

IN WITNESS THEREOF, the parties hereto have executed this Agreement by their duly authorized officers on the dates hereinafter indicated.

BY:	
	[name of authorizer], [title of authorizer] CITY OF / COUNTY OF [name of city or county]
DATE	
ATTE	ST:
BY:	
	[name of witness], [title of witness] CITY OF / COUNTY OF [name of city or county]
DATE	•

Attach this page to the back of the Public Works Mutual Aid Agreement



# SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

Post Office Box 339 Oceano, California 93475-0339 1600 Aloha Oceano, California 93445-9735 Telephone (805) 489-6666 FAX (805) 489-2765 http://sslocsd.org/

Staff Report

To:

Board of Directors

From:

John Wallace, District Administrator

Date:

December 7, 2011 Meeting

Subject:

Rate Structure Update

### Recommendation:

1. Direct staff to continue working with member agency staff to reconcile accounts of customers that either have unassigned billing classifications or have been identified as misclassified;

2. Direct staff to work with member agency staff and their respective billing software programmers to develop standard billing reports that contain District billing data; and

3. Approve a Budget Adjustment of \$15,000 from the Operating Fund 19 Balance to cover the programming costs for standard billing reports from the member agencies as necessary.

# Funding:

The FY 2011-12 Budget includes *Account Nos. 19-7073 (AG billing), 19-7074 (OCSD billing), and 19-7081 (GB billing)* in the total amount of \$24,000. The additional \$15,000 will be added to these accounts as necessary and specifically earmarked for the member agencies' programming costs as necessary.

### Discussion:

### Reduced Revenue

For the past several years, the District has been receiving less revenue than what was anticipated in the rate study adopted by the Board in 2006. Table 1 is a summary of revenues over the last three fiscal years.

# Table 1 Anticipated vs Actual Revenue Received

	Revenue Anticipated per 2006 Rate Study	Actual \$ Received by SSLOCSD	Over (Under) in \$'s	Over (Under) in %
FY 2008-09	\$2,569,400	\$2,293,100	(\$276,300)	(10.75%)
FY 2009-10	\$2,848,600	\$2,696,800	(\$151,800)	(5.33%)
FY 2010-11	\$3,157,800	\$2,940,000	(\$217,800)	(6.90%)
Totals	\$8,575,800	\$7,929,900	(\$645,900)	(7.53%)

Possible reasons identified for the reduced revenue include:

- reduced number of customers than what was projected at the time of the 2006 rate study (e.g., vacant properties due to economy);
- customers with different billing classifications than assumed in the 2006 rate study; and /or
- incorrect rates for which customers were billed.

### Reduced Number of Customers (Billing Units)

In 2009, research was initiated in an effort to determine the reason for the reduced revenue compared to that which was projected in the 2006 rate study. To begin the research, data regarding the number of billed customers and the rate the customers were billed was requested from the three member agencies. All three agencies, who all have different billing software, struggled with extracting this data as none of their billing systems include reports that breakout billing data that directly supports the dollar amounts sent to SSLOCSD.

District and agency staff spent numerous hours producing several iterations of data extractions that District staff manually inputted into a single, combined database. In the end, two agencies (Arroyo Grande and Oceano) delivered some of their billing data in a general format based on templates provided by staff. Grover Beach delivered a number of text based reports only for 2007-08 but they could not extract data from their current system and therefore was unable to provide particular billing history needed to complete the database. Therefore, District staff was unable to reconcile the number of units currently being billed as compared to the number of units assumed in the 2006 rate study.

### Incorrect Customer Classifications

To determine if customers were classified correctly, a field audit was conducted in 2010 to compare the customer's physical location and assumed uses in the field to the customer classifications assigned by each agency. The preliminary results of the field audit determined that 4% or (565) of the overall 13,880 customers were not assigned a billing classification (there was a physical address in the field, but no billing was assigned to that address), and 2% or (254) of the overall 13,880 customers were misclassified.

It was a positive outcome that only 6% of the customers required further verification of their uses versus billing classification assignment. However, since these customers may represent significant potential lost revenue, District staff will continue to work with member agency staff to reconcile these accounts.

### Billing Customers at Incorrect Rates

The last rate increase became effective July 1, 2010. To verify if customers are being billed at the current budgeted rates, last month District staff requested a sample of five various utility billings from each of the member agencies. Of the sample bills provided, all were being billed at the correct rates.

## Steps for Reconciliation

Since rates as sampled appear to be current, and once the reconciliation of the 6% customer classifications assignments is complete, it could be assumed that these two items have been validated and no further action will be required. Therefore, the only remaining item requiring action would be a way to determine the actual number of customer (billing units) and rates applied for each of the member agencies to verify that the revenue being remitted to our District is correct. Receiving "actual data" will also make the future rate audits much easier.

Discussions with the various member agencies' billing software companies indicate reports containing SSLOCSD billing details can be produced for an additional fee. What we anticipate from these reports is a way for the member agencies to provide a breakdown of information such as the number of accounts billed, at which SSLOCSD classification, and at which billing rate.

It is recommended that District staff work with the member agencies to have their programmers generate these reports to ensure the appropriate SSLOCSD data is provided. These reports would provide the information necessary to determine why there is a decrease in current revenue; whether the decrease appears to be temporary, or if it appears to be permanent. If permanent, staff will inform the Board of alternatives including increasing rates and/or the possibility of developing a new customer classification structure, e.g., one based on water consumption vs. customer classifications.



# SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

Post Office Box 339 Oceano, California 93475-0339 1600 Aloha Oceano, California 93445-9735 Telephone (805) 489-6666 FAX (805) 489-2765 http://sslocsd.org/

**Staff Report** 

To:

**Board of Directors** 

From:

John Wallace, District Administrator(

Date:

December 7, 2011

Subject:

Proposed Fee for the Fats, Oils, and Grease Control Program

# Recommendation:

 Receive this report describing the fee structure alternatives available to South San Luis Obispo County Sanitation District (SSLOCSD) under the Fats, Oils, and Grease (FOG) Ordinance, Ordinance No. 2008-01, Article 6, which is intended to compensate SSLOCSD and its Member Agencies (MAs) for additional inspection and follow-up incurred as a result of permit noncompliance by program enrollees;

2. Direct Staff to revise SSLOCSD's FOG Ordinance through a resolution to be adopted at a future meeting to enable the District to establish the fee structure alternative selected by the Board in

accordance with FOG Ordinance Article 6.

# Funding:

All costs for SSLOCSD services associated with the FOG program are reimbursed by the MAs. A Noncompliance and/or Violation Fee will reimburse (at least partially) the MAs for FOG re-inspections.

### Discussion:

The FOG Ordinance establishes SSLOCSD's legal authority to inspect, permit, and monitor food service establishments (FSEs) and requires these facilities to install and maintain grease control devices, such as grease traps and interceptors. To verify compliance with the FOG Ordinance, FSEs are inspected and permitted. SSLOCSD inspects FSEs prior to issuing a permit and semiannually after issuing a permit, in order to ensure these facilities remain in compliance.

FOG Ordinance Section 6.5 enables SSLOCSD and the MAs to establish a Noncompliance Fee:

...to compensate SSLOCSD and the MAs for costs of additional inspections and follow-up, sampling, monitoring, laboratory analysis, treatment, disposal, and administrative processing incurred as a result of the continued noncompliance, and [the Noncompliance Fee] shall be in addition to and not in lieu of any penalties as may be assessed. Noncompliance Fees shall be in an amount adopted by resolution by SSLOCSD or its MAs.

If a FSE is found to be noncompliant during their semiannual FOG inspection, the FOG Ordinance currently provides SSLOCSD the legal authority to charge a Noncompliance Fee and give the FSE a written Notice of Noncompliance. The FSE has thirty (30) days from the date of written notice to reach compliance. If the FSE does not reach compliance by that time, the FOG Ordinance provides SSLOCSD the legal authority to charge a Violation Fee and give the FSE a written Notice of Violation. The FSE has fourteen (14) days from the date of written notice to reach compliance. The FOG Ordinance also provides

SSLOCSD with the legal authority to suspend and/or revoke FOG permits from chronic violators and dischargers who present imminent or substantial endangerment to the public's health or welfare.

Currently, SSLOCSD has not adopted a fee structure for noncompliance or violations as permitted under FOG Ordinance Article 6. Since the FOG Ordinance was adopted in 2008, numerous violations (Notices of Noncompliance) have been issued. However, a small number of the FSEs enrolled in SSLOCSD's FOG Program are receiving Notices of Noncompliance, and these FSEs are typically recurring violators. Table 1 illustrates the enforcement expenses that would have been reimbursed if a \$125.00 Noncompliance and Violation Fees were enacted in 2008 when the FOG Control Program was initiated.

Calendar Year	Member Agency	No. of Passed First Re-inspections (Notice of Noncompliance)	No. of Failed First Re-inspections (Notice of Violation)	Enforcement Expenses	
	Arroyo Grande	16	8	\$	3,000.00
2009	Grover Beach	12	7	\$	2,375.00
	Oceano CSD	2	2	\$	500.00
	Arroyo Grande	11	4	\$	1,875.00
2010	Grover Beach	8	0	\$	1,000.00
	Oceano CSD	1	0	\$	125.00
	Arroyo Grande	13	14	\$	3,375.00
2011	Grover Beach	11	6	\$	2,125.00
	Oceano CSD	1	0	\$	125.00
Totals		75	41	\$	14,500.00

Table 1: Estimated FOG Enforcement Expenes for 2009 Through 2011

A fee value of \$125.00 was utilized in Table 1, because it represents the historic average expense for reinspection of an FSE after issuance of a Notice of Noncompliance. As identified in Table 1, expenses associated with additional compliance inspection are significant. It is, therefore, recommended that the Board consider and adopt a fee structure by resolution in accordance with FOG Ordinance Article 6 that 1) provides fair and just incentive for an FSE to maintain permit compliance; and 2) provides fair and fiscally responsible fee recoupment to the MAs to offset added expenditures associated with re-inspection of noncompliant FSEs. Currently, the added expenditures for re-inspections are provided from the MAs' general sewer funds; therefore, reducing available resources to the general communities at large.

The following alternatives are provided for the Board's consideration:

### 1. Revise the FOG Ordinance to charge a Noncompliance Fee only.

If a FSE receives a violation during their semiannual FOG inspection, the FSE will be charged a Noncompliance Fee, which is recommended to be \$125.00, receive a written Notice of Noncompliance, and be re-inspected in thirty (30) days. If the FSE does not pass their FOG reinspection, they will receive a written Notice of Violation and be re-inspected in fourteen (14) days. No fee is charged with the Notice of Violation.

<sup>1.</sup> The enforcement cost includes the cost of the Noncompliance and Violation Fees.

<sup>2.</sup> The total number of failed re-inspections is from re-inspecting 17 FSEs (7 in Arroyo Grande, 9 in Grover Beach, and 1 in Oceano) two or more times.

<sup>3.</sup> These statistics do not include follow-up phone calls, emails, letters, or other forms of communication or coordination.

## 2. Revise the FOG Ordinance to charge a Violation Fee only.

If a FSE receives a violation during their semiannual FOG inspection, the FSE will receive a written Notice of Noncompliance and be re-inspected in thirty (30) days. No fee is charged with the Notice of Noncompliance. If the FSE does not pass their FOG re-inspection, they will be charged a Violation Fee, which is recommended to be \$125.00, receive a written Notice of Violation, and be re-inspected in fourteen (14) days. If the FSE passes their FOG re-inspection, they will not be charged a Violation Fee, and the cost of subsequent re-inspections will be provided by the respective MA's general sewer fund.

### 3. Revise the FOG Ordinance to charge both a Noncompliance Fee and a Violation Fee.

If a FSE receives a violation during their semiannual FOG inspection, the FSE will be charged a Noncompliance Fee, which is recommended to be \$125.00, receive a written Notice of Noncompliance, and be re-inspected in thirty (30) days. If the FSE does not pass their FOG reinspection, they will be charged a Violation Fee, which is recommended to be \$125.00, receive a written Notice of Violation, and be re-inspected in fourteen (14) days. Further enforcement action is described in the attached FOG enforcement flow chart.

## 4. Revise the FOG Ordinance to charge an Annual FOG Permit Fee.

The magnitude of expenses for enforcement regarding noncompliance with the FOG Ordinance will be recouped through an annual FOG Permit fee, and there will not be a Noncompliance Fee or Violation Fee. This alternative spreads inspection fee recoupment across all participating FSEs although the majority of Notices of Noncompliance are issued to the few recurring violators.

If a FSE receives a violation during their semiannual FOG inspection, the FSE will receive a written Notice of Noncompliance and be re-inspected in thirty (30) days. If the FSE does not pass their FOG re-inspection, they will receive a written Notice of Violation and be re-inspected in fourteen (14) days. No fees will be instituted.

### 5. No changes to the FOG Control Program.

There will not be a Noncompliance Fee or Violation Fee. If a FSE receives a violation during their semiannual FOG inspection, FSE will receive a written Notice of Noncompliance and be reinspected in thirty (30) days. If the FSE does not pass their FOG re-inspection, they will receive a written Notice of Violation and be re-inspected in fourteen (14) days. This is the alternative that is currently implemented.

Staff recommends that the Board select a FOG fee structure from the aforementioned five alternatives to partially compensate SSLOCSD and its MAs for additional inspection and follow-up incurred as a result of permit noncompliance by program enrollees in accordance with FOG Ordinance Article 6, and direct Staff bring back a resolution to revise SSLOCSD's FOG Ordinance.



# SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

Post Office Box 339 Oceano, California 93475-0339 1600 Aloha Oceano, California 93445-9735 Telephone (805) 489-6666 FAX (805) 489-2765 http://sslocsd.org/

Staff Report

To:

Board of Directors

From:

John Wallace, District Administrator

Date:

December 07, 2011

Subject:

Primary Clarifier Drive No. 1 and Associated Equipment Purchase

### Recommendation:

Staff recommends the Board authorize the purchase of new Clarifier Drive Unit and Associated Equipment from Ovivo USA, LLC. The highlighted sections in the attached proposal show the recommended expenditures for the new drive (\$56,676.26) and associated equipment (\$2,686.61).

## Funding:

The FY 2011-12 Budget includes this project, as a Major Budget Item, 06 MBI 04 – *Primary Clarifier No. 1 Catwalk and Drive* – in the amount of **\$231,011.50**. To date the following expenditures have occurred:

- \$1,996.75 on Design, and Project Management;
- \$392 on Contract Administration;

for a total of \$2,388.75, leaving a balance of \$228,622.75 as of November 16, 2011.

The total cost for equipment purchase requested for this report is in the amount of \$59,362.87.

### Discussion:

This purchase would be a single source agreement with Ovivo, which is provided for in Section 2.2 of the District's Purchasing Policy:

# 2.2 Exemptions From Policies

B. Single Source: When the Board of Directors adopts a finding that there is only a single source of procurement and that the purchase is for the sole purpose of duplicating or replacing supplies, equipment, or material which is in use.

The justifications for a single source purchase in this case are as follows:

- This purchase is for the sole purpose of duplicating or replacing equipment;
- The existing drives on all three clarifiers in the plant are also Ovivo Drives (formerly called Eimco);
- Staff at the plant is familiar with the operation and maintenance of the drives, and there is a benefit to keep consistency in the clarifier drive manufacturer, as well as the ability to use some interchangeable spare parts between the drives;

- The existing drive from Primary No. 1 will be removed and eventually re-built. This re-built drive will be interchangeable with the existing drive on the Primary No. 2 drive; (Cost to re-build the drive is <u>not</u> included at this time.)
- Also, with the addition of a new torque spring for a cost of \$1,000.00, the re-built drive would be interchangeable with the existing drive on the Final Clarifier;
- This ability to interchange the drives is beneficial because the plant will maintain a spare in the event of an emergency failure of one of the existing drives.

According to the above justifications and the District's purchasing policy, staff recommends a single source purchase for the new Primary No. 1 Clarifier Drive and related equipment is appropriate from Ovivo USA, LLC in the amount of \$59,362.87.

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Proposal Date: August 17, 2011



# PREPARED FOR

South San Luis Obispo County Sanitation District 1600 Aloha Place – P.O. Box 339 Oceano, CA. 93475 Phone: (805) 489-6666

# **AREA REPRESENTATIVE**

Coombs-Hopkins Jeremy Neill, P.E. Carlsbad, CA. 92008 (760) 931-0555 jeremy@coombshopkins.com

# **PROJECT:**

Replacement (Previously Rebuilt) Drive Unit – Model C40HT and New Bridge/Walkway, Rake Blade Squeegees and Skimmer Wipers for an Existing EIMCO Model C3 Clarifier Serial # 24365-02A

## PREPARED BY

Ovivo USA, LLC

4255 Lake Park Blvd. – Suite 100
Salt Lake City, Utah 84120
Todd Morris
Phone (801) 931-3047
Fax (801) 931-3090
todd.morris@ovivowater.com

# PROPOSAL

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EIMCO Water Technologies, LLC (EWT) is pleased to announce, effective September 13, 2010, it has changed its name.

The new name is: Ovivo USA, LLC.

www.ovivowater.com

# PROPOSAL

Ovivo USA, LLC

4255 Lake Park Blvd. • Suite 100 • Salt Lake City, Utah 84120-8201 USA

Tel: (801) 931-3000 • Fax: (801) 931-3080

www.ovivowater-.com

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**PROJECT SUMMARY:** Ovivo USA, LLC. (formerly EIMCO Water Technologies – EWT) is pleased to offer the following proposal to provide a previously rebuilt clarifier drive unit, Model C40HT, currently located at our Factory Authorized Rebuild Facility in Florida. This recently rebuilt drive unit is complete and will be installed, by others, to replace the existing drive unit currently mounted upon an existing 55' Ø EIMCO Model C3 Clarifier, (serial #24365-02A), originally installed in 1992. As an alternate, a new Ovivo Model EWT<sup>TM</sup> C40LT drive is presented.

Also offered, as separate and additional adders, are purchase of a new bridge and platform with new walkway grating, new rake blade squeegees and scum skimmer wipers, and rebuilding of the existing drive once it has been replaced by the rebuilt drive from Florida or the new drive.

Recently Rebuilt Drive - EWT™ Model C40HT drive, currently located and recently rebuilt at our Factory Authorized Rebuild Center in Florida, equipped as follows:

- EWT<sup>TM</sup> Model C40HT drive unit currently being rebuilt utilizing standard drive materials and methods. The drive is fully equipped with a new motor drive package (drive motor, chain, sprockets, and chain guard), torque controller, etc. as would be provided for a new drive unit. (Drive torque control will be set to match existing drive torque limits.) This unit is offered on a first-come first-served basis and only (1) unit is currently available (as of 8/16/2011).
- New O&M manual including a Bill of Materials for the rebuilt drive.
- Field Service consisting of: one (1) trip of one (1) day onsite to inspect drive installation, check drive level, adjust torque settings, instruct plant on drive maintenance and to validate the one (1) year parts and workmanship warranty.
- Ground freight to an accessible point within the South San Luis Obispo WWTP job site.
- The rebuild drive unit has a one (1) year warranty for parts and workmanship.

Price for supplying one (1) **rebuilt** drive unit as described above......\$ 43,675.00 Lead-time is estimated as 4 to 6 weeks.

Alternate - New Drive Unit - New Ovivo EWT™ Model C40LT drive unit.

Ovivo will manufacture and supply (1) new C40LT drive mechanism to include the following:

- Basic C40LT drive mechanism (rated at 42,000 ft. lbs. @ 100% duty rating) with torque switches set to match the existing unit.
- Weatherproof drive torque control with actuating pin.
- Motor drive components (1.5 hp motor, reducer, sprockets, chain and guard).
- EWT<sup>TM</sup> paint system consisting of SSPC-SP-6 metal prep and Tnemec N69F [Two (2) coats @ 3-4 mils DFT, each coat].
- Operator and maintenance manual two (2).
- Ground freight to an accessible point within the South San Luis Obispo WWTP job site.

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- Field Service consisting of: one (1) trip of one (1) day onsite to inspect drive installation, check drive level, adjust torque settings, instruct plant on drive maintenance and to validate the one (1) year parts and workmanship warranty.
- I year warranty.

Pricing for (1) new C40LT drive unit complete as described above	52,845. <sup>W</sup>
	<del>-\$3.831.26 (tax</del> )
	\$66,676.26

#### Adder #1 - New Bridge / Platform Structure and New Walking Surface

#### Items Included:

Ovivo will manufacture and supply (1) new bridge / platform structure and new walkway grating surface to include the following:

- New 304 stainless steel clarifier bridge, walkway and platform support structure.
- Complete bridge walkway and access platform surface grating of FRP; molded square mesh 1½" x 1½" or pultruded 1¼" I-bar style surface.
- UHMW bridge slide plate.
- Walkway grating clips, walkway anchor bolts and replacement hand rail mounting hardware in 316 stainless steel.
- Engineering and installation drawings.
- Ground freight to dock or jobsite nearest San Luis Obispo WWTP plant.
- 1 year warranty.

### Adder #2 – New Rake Arm Scraper Blade Squeegees and New Scum Skimmer Wiper Inserts

#### Items Included:

Ovivo will manufacture and supply (1) new set of stainless steel rake blade squeegees and replacement scum skimmer wiper elements to include the following:

- New 304 stainless steel rake blade squeegees to match original spring brass components.
- Squeegee attachment hardware in 304 stainless steel.
- Neoprene wiper inserts for hinged skimmer assembly, Items #19, #20 & #21.

Price for one (1) set new squeegees and wipers as described above......\$ 2,505.\(^{60}\)

Lead time is estimated at 3-4 weeks.

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#### ITEMS NOT INCLUDED (for all above):

- Installation, removal or disposal of existing material.
- Hand railing, toe plate or hand railing / toe plate components. (existing hand railing and toe plate are to be reused)
- Components or equipment not mentioned above including lubrication oil.
- · Taxes, fees or royalties.

### Adder #3 – Standard rebuilding of existing EIMCO Model C40LT drive unit consists of:

#### **Disassembly and Inspection**

- Completely disassemble drive into individual parts and components.
- Steam clean and inventory all parts.
- Provide an evaluation report indicating the condition of all parts and sub-components and recommendations to determine the scope of the rebuild.

#### Standard Rebuild

- Blast clean bases, main gear, housings, covers, and end cap. Machined surfaces are protected or are not blasted.
- Replace all wear items i.e. bearings, bearing strip liners, bearing balls, seals, gaskets, keys, retaining rings, grease fittings, gauges, piping and fasteners.
- Deburr and hand dress teeth of all gearing, pinions, worm gear assemblies, worms and shafts.
- Polish all shafts.
- Replace motor drive assembly consisting of: drive motor, gear reducer, sprockets, chain and chain guard.
- Completely re-assemble, paint and inspect equipment. Themec N69F @ (4 mils DFT) over SSPC-SP-6 metal prep will be applied as a standard.
- Replacement torque control unit with visible torque indication.
- Field Service consisting of: one (1) trip of one (1) day onsite to inspect drive installation, check drive level, adjust torque settings, instruct plant on drive maintenance and to validate the one (1) year parts and workmanship warranty.
- Warranty parts and workmanship for (1) year.

#### Non-Standard Rebuild items - items NOT included

- Replacement of gears, pinions, cast races, bases or housings if required.
- Replacement of large precision bearings.
- Drive lubricants or special paint.
- Operation and maintenance manual.

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- Loading and unloading of the subject drive is by others.
- No installation, field wiring, programming, overtime work hours or removal of old debris.

Price for Model C40LT drive rebuild complete as described above:...........\$ 38,490.00 Lead-time is estimated as 6 to 8 weeks.

Note: Price is based on a typical (standard) rebuild and does not include the replacement of any major components. If any of these items are in need of replacement, they will be at additional cost to the order.

#### **DELIVERY**

Ovivo intends to ship all Products as indicated above after receipt of approved purchase order and approved submittal drawings from Purchaser. However, the date of shipment of the Products represent Ovivo's best estimate, but is not guaranteed, and Ovivo shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in this proposal. If such delivery is prevented or postponed by reason of Force Majeure, as defined in Ovivo's standard terms and conditions of sale, Ovivo shall be entitled at its option to tender delivery to Purchaser at the point or points of manufacture, and in default of Purchaser's acceptance of delivery, to cause the Products to be stored at such a point or points of manufacture at Purchaser's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this proposal. If shipment is postponed at request of Purchaser, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from Ovivo that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by Ovivo with respect to the Products shall be for the account of Purchaser and shall be paid by Purchaser when invoiced.

#### PRICING TERMS

All prices quoted are in US Dollars. Prices are good for 45 days. After expiration of the pricing effective period, prices will be subject to review and adjustment. Prices quoted are FOB point of shipment, with freight included to an accessible point nearest the jobsite. Federal, state or local sales, use or other taxes are not included in the sales price.

#### **PAYMENT TERMS**

Payment terms are: One hundred percent (100%) payment due within thirty (30) days after Purchaser's receipt of invoice. Credit is subject to acceptance by the Ovivo Credit Department.



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Purchaser shall remit payment for proper invoices received from Ovivo in accordance with the payment terms stated above even if the Purchaser has not been paid by the Purchaser's customer (the "Owner"), if Purchaser is not the end-user of the Products. Payments are due within thirty (30) days after Purchaser's receipt of invoice. Overdue and unpaid invoices are subject to a service charge of 2% per month until paid.

If Purchaser requests or causes cancellation, suspension or delay of Ovivo's work, Purchaser shall accept transfer of title and pay Ovivo all appropriate charges incurred up to date of such event plus Ovivo's overhead and reasonable profit. Additionally, all charges related to and risks incidental to storage, disposition and/or resumption of work shall be borne solely by Purchaser. Full payment for all work shall be due and payable thirty (30) days from the date work is placed into storage.

#### **TAXES**

Federal, State or local sales, use or other taxes are not included in the sales price. Such taxes, if applicable, shall be for Purchaser's account.

#### **BACKCHARGES**

In no event shall Purchaser/Owner do or cause to be done any work, purchase any services or material or incur any expense for the account of Ovivo, nor shall Ovivo be responsible for such work or expenses, until after Purchaser/Owner has provided Ovivo's PROJECT MANAGER full details (including estimate of material cost and amount and rate of labor required) of the work, services, material or expenses, and Ovivo has approved the same in writing. Ovivo will not accept Products returned by Purchaser/Owner unless Ovivo has previously accepted the return in writing and provided Purchaser/Owner with shipping instructions.

#### \*\*PURCHASE ORDER SUBMISSION\*\*

In an effort to ensure all purchase orders are processed timely and efficiently, please submit all purchase order documentation to the following department and address:

Attn: Order Entry Administrator Ovivo USA, LLC 4255 Lake Park Blvd., Suite 100, Salt Lake City, Utah 84120 Fax #: 801-931-3080

Tel. #: 801-931-3000

#### PROPOSAL

Tel: (801) 931-3000 • Fax: (801) 931-308 www.ovivowater-.com Proposal No. Q 08102011 – TBM – Rev. 2 Proposal Date: August 17, 2011

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#### ADDITIONAL FIELD SERVICE

When included and noted in the Product pricing of each proposal item, Ovivo will supply the service of a competent field representative to inspect the completed installation and adjustment of equipment, supervise initial operation, and instruct Owner's personnel in the operation and maintenance of each proposal item for the number of eight (8) hour days. Notwithstanding Ovivo's performance of the above-referenced services, Ovivo shall not be held liable for any faulty workmanship or other defects in the Products' installation, or for other goods and/or services, performed by third parties unless such goods and/or services are expressly included under Ovivo's scope of work.

If additional service is required over and above the Field Services described above, it will be furnished to the Purchaser and billed to him at the current rate for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

It shall be the Purchaser's responsibility to provide for all necessary lubrication of all equipment prior to placing equipment in operation. All equipment must be in operating condition and ready for the Field Service Engineer when called to the project location. Should the Contractor not be ready when the Field Service Engineer is requested or if additional service is requested, the Ovivo current service rates will apply for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

#### SURFACE PREPARATION AND PAINTING GENERAL INFORMATION

If painting the Products is included under Ovivo's scope of work, such Products shall be painted in accordance with Ovivo's standard practice. Shop primer paint is intended to serve only as minimal protective finish. Ovivo will not be responsible for condition of primed or finished painted surfaces after equipment leaves its shops. Purchasers are invited to inspect painting in our shops for proper preparation and application prior to shipment. Ovivo assumes no responsibility for field service preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism erection.

Clarifier motors, gear motors and center drives shall be cleaned and painted with manufacturer's standard primer paint only.

It is our intention to ship major steel components as soon as fabricated, often before drives, motors and other manufactured components. Unless you can insure that shop primed steel shall be field painted within thirty (30) days after arrival at the jobsite, we encourage you to purchase these components in the bare metal (no surface prep or primer) condition.

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Ovivo cannot accept responsibility for rusting or deterioration of shop applied prime coatings on delivered equipment if the primed surfaces have not been field painted within thirty (30) days of arrival at the jobsite using manufacturers' standard primers. Other primers may have less durability.

#### GENERAL ITEMS NOT INCLUDED

Unless specifically and expressly included above, prices quoted by Ovivo do not include unloading, hauling, erection, installation, piping, valves, fittings, stairways, ladders, walkways, grating, wall spools, concrete, grout, sealant, dissimilar metal protection, oakum, mastic, field painting, oil or grease, electrical controls, wiring, mounting hardware, welding, weld rod, shims, leveling plates, protection against corrosion due to unprotected storage, special engineering, or overall plant or system operating instructions or any other products or services.

#### **MANUALS**

The content of any and all installation, operation and maintenance or other manuals or documents pertaining to the Products are copyrighted and shall not be modified without the express prior written consent of Ovivo. Ovivo disclaims any liability for claims resulting from unauthorized modifications to any such manuals or other documents provided by Ovivo in connection with the Project.

#### Attachments:

Ovivo USA, LLC General Terms and Conditions, QFORMEWT 0115-02031 Rev H Ovivo USA 2010 North American Field Service Rate Schedule

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#### **TERMS** & CONDITIONS



1. ACCEPTANCE. The proposal of OVIVO USA, LLC ("SELLER"), as well as these terms and conditions of sale (collectively the "Agreement"), constitutes SELLER's contractual offer of goods and associated services, and PURCHASER's acceptance of this offer is expressly limited to the terms of the Agreement. The scope and terms and conditions of this Agreement represent the entire offer by SELLER and supersede all prior solicitations, discussions, agreements, understandings and representations between the parties. Any scope or terms and conditions included in PURCHASER's acceptance/purchase order that are in addition to or different from this Agreement are hereby rejected.

2. DELIVERY. Any statements relating to the date of shipment of the Products (as defined below) represent SELLER'S best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in SELLER's proposal. If such delivery is prevented or postponed by reason of Force Majeure (as defined below). SELLER shall be entitled at its option to tender delivery to PURCHASER at the point or points of manufacture, and in default of PURCHASER's acceptance of delivery to cause the Products to be stored at such a point or points and in default of PURCHASER's acceptance of delivery to cause the Products to be stored at such a point or point of manufacture at PURCHASER'S expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this agreement. If shipment is postponed at request of PURCHASER, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by SELLER with respect to the Products shall be for the account of PURCHASER and shall be paid by PURCHASER when

3. TITLE AND RISK OF LOSS. SELLER shall retain the fullest right, title, and interest in the Products to the

3. TITLE AND RISK OF LOSS, SELLER shall retain the fullest right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purches price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass SELLER's interests until said drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the delivery point.

4. PAYMENT TERMS, SELLER reserves the right to ship the Products and be paid for such on a pro rate basis, as shipped. If payments are not made by the due date, interest at a rate of two percent (2%) per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER'S legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER'S rights relating to a breach or threatened breach of the payment terms by PURCHASER.

5. TAXES. Unless otherwise specifically provided in SELLER's quotation/proposal; PURCHASER shall pay and/or reimburse SELLER, in addition to the price, for all sales, use and other taxes, excises and charges which

S-TAXES. Unless otherwise specifically provided in SELLER's quotation/proposal; PURCHASER shall pay and/or reimburse SELLER, in addition to the price, for all sales, use and other taxes, excises and charges which SELLER may pay or be required to pay to any government directly or indirectly in connection with the production, sale, transportation, and/or use by SELLER or PURCHASER, of any of the Products or services dealt with herein (whether the same may be regarded as personal or real property). PURCHASER agrees to pay all property and other taxes which may be levied, assessed or charged against or upon any of the Products on or after the date of actual shipment, or placing into storage for PURCHASER. Saccount.

6. MECHANICAL WARANTY, Solely for the benefit of PURCHASER, SELLER warrants that new equipment and parts manufactured by it and provided to PURCHASER (collectively, "Products") shall be free from defects in material and workmanship. The warranty period shall be tovelve (12) months from startup of the equipment not to exceed eighteen (18) months from shipment. If any of SELLER's Products fail to comply with the foregoing warranty, SELLER shall repair or replace free of charge to PURCHASER, EX WORKS SELLER's FACTORIES or other location that SELLER designates, any Product or parts thereof returned to SELLER, which examination shall show to have failed under normal use and service operation by PURCHASER within the Warranty Periodic provided, that if it would be impracticable for the Product or part thereof to be returned to SELLER, SELLER will send a representative to PURCHASER's job site to inspect the Product or part thereof or sending its after inspection that SELLER is liable under this warranty to repair or replace the Product or part thereof, SELLER shall bear the transportation costs of (a) returning the Product to SELLER for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to PURCHASER; however, if it is determined after inspection that SELLER is not liable under this warranty, PURCHASER shall pay those costs. For SELLER to be liable with respect to this warranty, PURCHASER must so SELLER with respect to this warranty in writing no later than thirty (30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, SELLER shall have no liability with respect to any of the following: (f) failure of the Products, or damages to them, due to PURCHASER's negligence or willing insconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER's provides to the PURCHASER); (ii) any Products that have been altered or repaired in any way without SELLER's prior written authorization; (iii) The costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, crosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that arc consumable and normally replaced during maintenance as filter by chemical action, crosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; ro (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media. filter drainage belts and the like, except where such parts are not performing to SELLER'S estimate of normal service life of, in which case, SELLER shall only be liable for the pro rata cost of replacement of those parts should have been; provided, that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of SELLER's design, SELLER'S liability shall be limited solely to the assignment of available third-party warranties. THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW. All warranties and obligations of SELLER's shall terminate if PURCHASER fails to perform its obligations under this Agreement including but not limited to any failure to pay any charges due to SELLER'S quoted this Agreement including but not limited to price, size, type and design of the Products is the sole property of SELLER recruited. 7. CONFIDENTIAL INFORMATION. All nonpublic information and data furnished to PURCHASER hereunder, including but not limited to price, size, type and design of the Products is the sole property of SELLER and submitted for PURCHASER'S own confidential uses solely in connection with this Agreement and is not be made known or available to any third party without SELLER'S prior written consent.
8. PAINTING. The Products shall be painted in accordance with SELLER'S standard practice, and purchased

such as motors, controls, speed reducers, pumps, etc., will be painted in accordant practices, unless otherwise agreed in writing.

standard practices, unless otherwise agreed in writing.

9. DRAWINGS AND TECHNICAL DOCUMENTATION. When PURCHASER requests approval of drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approval. SELLER will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection frawings, installation and operation-maintenance manuals for SELLER'S equipment (in English language). SELLER will supply six (6) completes sets of drawings and operating instructions. Additional sets will be paid for by PURCHASER. Electronic files, if requested from SELLER, will be provided in pdf, pgg or if format only.

10. SET OFF. This Agreement shall be completely independent of all other contracts between the parties and alpayments due to SELLER hereunder shall be paid when due and shall not be setoff or applied against any money due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim. except for archival or security purposes; b) not to use the program on any computer other than the computer with which it is supplied; and c) to limit access to the program to those of its employees who are necessary to permit authorized use of the program. PURCHASER agrees to execute and be bound by the terms of any software license

applicable to the Products supplied.

11. SOFTWARE, PURCHASER shall have a nonexclusive and nontransferable license to use any information processing program supplied by SELLER with the Products. PURCHASER acknowledges that such programs and the information contained therein is Confidential Information and agrees: a) not to copy or duplicate the program 12. PATENT INDEMNITY, SELLER will defend at its own expense any suit instituted against PURCHASER based upon claims that SELLER's Product hereunder in and of itself constitutes an infringement of any valid based upon claims that SELLER's Product hereunder in and of itself constitutes an infringement of any valid apparatus claims of any United States patent issued and existing as of the date of this Agreement, frontified promptly in writing and given all information, assistance, and sole authority to defend and settle the same, and SELLER shall indemnify the PURCHASER against such claims of infringement. Furthermore, in case the use of the Products is enjoined in such sait or in case SELLER fotherwise deems it advisable, SELLER shall, at its own expense and discretion, (a) procure for the PURCHASER the right to continue using the Products, (b) replace the same with non-infringing Products, (c) modify the Product so it becomes non-infringing, or (d) remove the Products and refund the purchase price less freight charges and depreciation. SELLER shall not be liable for, and PURCHASER shall indemnify SELLER for, any claim of infringement related to (a) the use of the Products for any purpose other than that for which it was furnished by SELLER, (b) compliance with equipment designs not furnished by SELLER or (c) use of the Products in combination with any other equipment. The foregoing states the sole liability of SELLER for patent infringement with respect to the Products.

Illumistical by Selller or (c) use of the Products in combination with any other equipment. The foregoing states the sole liability of Selller for patent infringement with respect to the Products.

13. GENERAL INDEMNITY. Subject to the rights, obligations and limitations of liabilities of the parties set forth in this Agreement, PURCHASER shall protect and indemnify SELLER, its ultimate parent, its ultimate parent's subsidiaries and each of their respective officers, directors, employees and agents, from and against all claims, demands and causes of action asserted by any entity to the extent of PURCHASER's negligence or willful misconduct in connection with this Agreement.

14. DEFAULT, TERMINATION. In the event that PURCHASER becomes insolvent, commits an act of hankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. SELLER at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products; and/or resell the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the net proceeds from such sale (after deduction from the sale price of all depenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, tase, lens, collection and legal fees and all other expenses in connection therewith) to the balance then due to SELLER for the Products and to receive from the PURCHASER the deficiency between such net proceeds of sale and such balance. PURCHASER hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of SELLER.

limitations of any other rights of SELLER.

15. CANCELLATION, PURCHASER may terminate this Agreement for convenience upon giving SELLER thirty (30) days prior written notice of such fact and paying SELLER for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLER within ten (10) days of the termination of the Agreement, or be subject to an additional late payment penalty of five percent (5%) of the total amount of costs and expenses owed.

16. REMEDIES, The rights and remedies of the PURCHASER in connection with the goods and services provided by SELLER hereunder are exclusive and limited to the rights and remedies expressly stated in this Agreement.

INSPECTION. PURCHASER is entitled to make reasonable inspection of Products at SELLER's facility 17. INSPECTION, PURCHASER is entitled to make reasonable inspection of products at DELLER'S Tabling.

SELLER reserves the right to determine the reasonableness of the request and to select an appropriate time for such inspection. All costs of inspections not expressly included as an itemized part of the quoted price of the Products in this Agreement shall be paid by PURCHASER.

18. WAIVER. Any failure by SELLER to enforce PURCHASER's strict performance of any provision of this second part of the provision of th

Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of

this agreement.

19. COMPLIANCE WITH LAWS, If applicable laws, ordinances, regulations or conditions require anything different from, or in addition to, that called for by this Agreement, SELLER will satisfy such requirements at PURCHASER'S written request and expense.

20. FORCE MAJEURE, If SELLER is rendered unable, wholly or in material part, by reason of Force Majeure to carry out any of its obligations hereunder, then on SELLER's notice in writing to PURCHASER within a

reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, washout, storm, communication lines failure, delays of the PURCHASER or PURCHASER's subcontractors, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER's action or inaction, then in addition to an adjustment in time, SELLER shall be entitled to reimbursement of costs incurred to maintain its schedule

21.INDEPENDENT CONTRACTOR, It is expressly understood that SELLER is an independent contractor, and that neither SELLER nor its principals, partners, parents, subsidiaries, affiliates, employees or subcontractors are servants, agents, partners, joint ventures or employees of PURCHASER in any way whatsoever.

22. SEVERABILITY. Should any portion of this Agreement, be held to be invalid or unenforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions

23. CHOICE OF LAW, CHOICE OF VENUE. This Agreement shall be governed and construed in accordance with the laws of the State of Utah, without regard to its rules regarding conflicts or choice of law. The parties submit to the jurisdiction and venue of the state and federal courts located in Salt Lake City, Utah 24. ASSIGNMENT, PURCHASER shall not assign or transfer this Agreement without the prior written consent of the SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall have

Of the SELLER. Any attempt to make such an assignment of transfer shall be null and void. SELLER SHALL the null before the authority to assign, or otherwise transfer, is rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to PURCHASER.

25. LIMITATION ON LIABILITY, TO THE EXTENT PERMISSIBLE BY LAW, SELLER SHALL HAVE NO FURTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE COST OF CORRECTING ANY DEFECTS, OR IN THE ABSENCE OF ANY DEFECT, IN EXCESS OF THE VALUE OF THE PRODUCTS SOLD HEREUNDER. NOTWITHSTANDING ANY LIBILITIES OR RESPONSIBILITIES ASSUMED BY SELLER HEREUNDER, SELLER SHALL IN NO EVENT BE DEFENONSIBLE TO DUBLIFIASER OF ANY THIRD ADDITY. WHETTER ABSING UNDER CONTRACT OR RESPONSIBILITIES ASSUMED BY SELLER HEREUNDER, SELLER SHALL IN NO EVENT BE RESPONSIBLE TO PURCHASER OR ANY THIRD PARTY, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OF INCREASED EXPENSE OF OPERATION, SERVICE INTERRUPTIONS, COST OF PURCHASED OR REPLACEMENT POWER, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING FROM DEFECTS, DELAY, OR FROM ANY OTHER CAUSE WHATSOEVER.

REVISION DATE - MARCH 5, 2009

### PROPOSAL

Ovivo USA, LLC

4255 Lake Park Blvd. • Suite 100 • Salt Lake City, Utah 84120-8201 USA Tel: (801) 931-3000 • Fax: (801) 931-3080

www.ovivowater-.com

Proposal No. Q 08102011 – TBM – Rev. 2 Proposal Date: August 17, 2011

Page 11 of 11

TERMS & CONDITIONS



### NORTH AMERICAN FIELD SERVICE RATE SHEET

#### Effective January 2010

Standard (Travel)	Daily Rate (8 hour day)	\$ 1,000.00
Hourly Rate (4 hour minimum)	_	\$ 125.00
Standard (Labor)	Daily Rate (8 hour day)	\$ 1,000.00
Hourly Rate (4 hour minimum)		\$ 125.00
Saturday	Daily Rate (8 hour day)	\$ 1,500.00
Hourly Rate (4 hour minimum)		\$ 187.50
Sundays/Holidays *	Daily Rate (8 hour day)	\$ 2,000.00
Hourly Rate (4 hour minimum)		\$ 250.00
Overtime **	Hourly Rate - Standard Day	\$ 187.50
Hourly Rate - Weekends & Holidays		\$ 250.00

<sup>\*</sup> Except Christmas Day and New Years Day

#### UNLESS OTHERWISE ARRANGED; EXPENSES ARE CHARGED AT ACTUAL COST PLUS 10%

#### Please Note:

- All of the rates provided are portal to portal. In addition, travel and living expenses will be invoiced at actual cost PLUS 10 % and documentation will be provided for these expenses. If a fixed Per Diem rate is required, it will be charged at \$200.00 per day (lodging and meals) with the exception of the East Coast where the price will be \$250.00). Travel on Saturday, Sunday or Holidays, and after 8 hours per day will be billed at the overtime rate.
- Use of Ovivo Fleet vehicles for travel will be charged at the rate of \$0.50 per mile.



<sup>\*\*</sup> For all hours worked over eight (8) hours per day



## SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

Post Office Box 339 Oceano, California 93475-0339 1600 Aloha Oceano, California 93445-9735 Telephone (805) 489-6666 FAX (805) 489-2765 http://www.sslocsd.org/

**To:** Board of Directors

From: Robert Barlogio, Plant Superintendent

Via: John Wallace, District Administrator

Date: December 7, 2011

Subject: Electric Wiring Uupgrade

#### Recommendation:

Staff recommends the Board approve the purchase of electrical wire to further the reconducting project, from Royal Wholesale Electric Supply of Santa Maria, in the expected amount of \$11,518.41.

#### Funding:

The FY 2011-12 Budget includes Major Budget Item 04 MBI 16 – Electrical System Upgrade in the amount of \$239.586. To date \$49,520.30 has been spent. Assuming this purchase is approved, the remaining budget will be approximately \$183,066.

#### Discussion:

This will keep the plant reconductoring project moving ahead towards rewiring the facility with the new, higher class, electrical insulation. This purchase will allow staff to rewire the FFR pumps.



### South San Luis Obispo County Sanitation District

Ship	10 A	der	ETT.
1600	) Alo	ha I	Place
Ocea	mo. (	CA.	93445
(805	)489-	666	6

Bill to Address: P.O. Box 339 Oceano, CA. 93445 (805)481-6903

Purchase Requisition

Date: ///		gr
Item Desci	ription: 3 spools of 2500 fee	t each of # 2 copper wire
	with XHHW ipsulation	
Szpplier:	Royal Wholesale Electric	Cost: 411,518.41
	CED, PASO Robles Independent Electric Supply	\$ 11,672.13 \$ 11,777.06
Additional	Information: WIRING for the	

Submitted by: Suloy

ROYAL WHOLESALE ELECTRIC SUPPLY 2363 THOMPSON WAY, SUITE A

SANTA MARIA CA 93454 USA TEL: (805)614-7842 FAX: (805)614-7849 CONTACT: BYRON WILSON

QUOTE FOR: SOUTH SLO COUNTY SANITATION DIST.

ACCT: 18-67095 SOUTHSLOCTY SANI

PO BOX 339 OCEANO, CA 93445 TEL: (805)489-6666

QUOTA	TION	2/	PAGE 1	
QUOTE # DATE 1006545 11/28/2011		REV# REV DATE 0 11/28/20		
QUOTE EXPIRE 12/02/20	330	PREPAR BYRON	ED BY	
SLS 9100		INSLS 9113		
FOB SHIPPING POINT		FREIGHT PP & CHARGE		

CUST PO #	
JOB NAME	

LN	QTY	PRODUCT	CODE	DESCRIPTION	PRICE	PER	EXT AM
01	7500	WIRE	XHHW2STRBLK		1400.89	M	10506.68
02	* 3 X	2500FT	REELS				
03	1	FRT	FREIGHT IN WIRE	SHIPPING AND HANDLING	250.00	E	250.00
04	* FRE	IGHT IS	ESTIMATED AT 2100LBS	FROM SANTA FE SPRINGS			

TOTAL:

10756.68 \*\*

5 Ales tax 76 123

PLEASE NOTE: This is not an offer to contract, but merely a quotation of current prices for your convenience and information. Orders based on this quotation are subject to your acceptance of C.E.D.'s terms and Conditions. We make no representation with respect to compliance with job specifications.

**CED - PASO ROBLES** 2525 RIVERSIDE AVE

PASO ROBLES CA 93446 USA

TEL: () - FAX: () -CONTACT: TODD

ATTN: PETER RYNNING

QUOTE FOR: SOUTH SLO COUNTY SANITATION

ACCT: 27-80795 SOUTH SLO COUNTY SANITATION

SOUTH SLO COUNTY SANITATION DIST P.O. BOX 339 OCEANO, CA 93445 TEL: (805)544-4011

QUOTATION			PAGE 1	
QUOTE #	DATE	REV#	REV DATE	
1008115	11/03/2011		11/03/2011	
QUOTE EXPIRE 12/03/20		PREPARE TODD	ED BY	
SLS		INSLS		
0701		0701		
FOB		FREIGHT		
SHIPPING POINT		PREPAID		

CUST PO#	
JOB NAME	
CONDUCTORS	

LN	LN QTY PRODUCT CODE		DESCRIPTION	PRICE PER EXT AMT	
01	7500	WIRE XHHW-2 #2	3 X 2500'	1.42 E 10650.00	

estimated shipping 250-TOTAL: 10650:00 \*\* Sale tax 772.13 \$11,67213

PLEASE NOTE: This is not an offer to contract, but merely a quotation of current prices for your convenience and information. Orders based on this quotation are subject to your acceptance of C.E.D.'s terms and Conditions. We make no representation with respect to compliance with job specifications.



INDEPENDENT ELECTRIC SUPPLY, INC 4540 BROAD ST STE 130 SAN LUIS OBISPO, CA 93401-8729 805-781-0169 Fax 805-781-0179

QUOTE TO:

SOUTH SAN LUIS OBISPO P.O. BOX 339 P.O. BOX 339 OCEANO, CA 93475

#### Quotation

QUOTE DATE	QUOTE NUMBER		
11/08/2011	S100919183		
INDEPENDENT ELECTRIC SUPPLY, INC.		PAGE NO	
INDEPENDENT ELECTRIC SUPPLY, INC 4540 BROAD ST STE 130 SAN LUIS OBISPO, CA 93401-8729 805-781-0169 Fax 805-781-0179		1 of 1	

SHIP TO:

SOUTH SAN LUIS OBISPO 1600 ALOHA PLACE SANITATION DISTRICT 1600 ALOHA PLACE OCEANO, CA 93445

CUSTOMER NUMBER	сизтомі	ER PO NUMBER	JOB NAME / RELEASE NUMBER		c	ORDERED BY	
36667			SOUTH SAN LUIS O	BISPO			
WRITER		SHIP VIA TERMS		SHI	P DATE	FREIGHT ALLOWED	
Bob Bogge	ess	BID	P10TH NET 30	11/0	8/2011	No	
ORDER QTY		DESCRIPTIO	N	UNIT	PRICE	EXT PRICE	
7500ft 1ea	3x2500 foot (NON CASI HANDLING	XHHW-BK W CU-BLACK (7STR) spools**********************************	0		26.829/m 0.000/ea	10 <i>7</i> 01.22	
				5al	es To-p	775 84	
** Sales Tax, Freig to returns without p y a copy of the inve	ght, and Misc prior approva pice and are	FOR 30 DAYS OR LE thems may not be incl I. All returns must be a subject to a restocking	uded **** ccompanied charge.	Subtot S&H C	al Charges	11001.2	
o returns allowed re included on the	on non-stock IES website	ed items or cut wire. Č at "iesupply.com".	omplete terms	Amour	nt Due	_11001.2	
		and the second s		, unout	., 5.55	11 77	



## SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

Post Office Box 339 Oceano, California 93475-0339 1600 Aloha Oceano, California 93445-9735 Telephone (805) 489-6666 FAX (805) 489-2765 <a href="http://www.sslocsd.org/">http://www.sslocsd.org/</a>

To: Board of Directors,

From: Robert Barlogio, Plant Superintendent

Via: John Wallace

Date: December 7, 2011

Subject: Check valve replacement (FFR pump)

#### Recommendation:

Staff recommends that the Board approval the purchase of a APCO slow closing check valve for the amount of \$ 4501.87 to Ferguson Enterprises.

#### Funding:

We could use funding from 09 MBI 01 (\$175,440 - \$66,713 spent to date, leaving a balance of \$108,727) for this project. The remaining budget would fund the FFR pump refurbishment.

#### Discussion:

We will be replacing the #1FFR pump here in the next couple months. The check valve was replaced on the #2 pump earlier this year. We anticipate that the check valve on #1 will need to be replaced also. It is a great deal easier to replace the valve when replacing the pump than later on. To replace the check valve at a later date would entail disconnecting the electrical, moving the pump off its support, loosing up the piping, and such.



## South San Luis Obispo County Sanitation District

Ship u	o Add	ress:
1600 A	Moha	Place
Ocean	o, CA	. 93445
(805)4	89-56	66

Bill to Address: P.O. Box 339 Oceano, CA. 93445 (805)481-6903

Purchase Requisition

Date: Nov 23,2011	-
Item Description: 12 INCh APCO # WITH SLOW CLOSING	250-12 Check VAlue
Supplier: Ferguson	Cost: 4501.87
Groeniger	4734.16
CS-Amsco	5300.89
Additional Information: This check value	will replace the check value
on the # 1 FFR DUMP.	

Submitted	Dy:

# FERGUSON ENTERPRISES, INC.

Plumbing - Commercial/Industrial - Waterworks 4546 Broad Street San Luis Obispo, CA 93401 Phone:805-594-5380 • Fax:805-594-5389

PROJECT CHECK VLV  LOCATION QUOTATION NO. QUOTE EXPIRATION DATE  OTY  DESCRIPTION  UNIT EXTENDED  1 12" APCC % ZSO-12  W/ SLAW CLOS/NA CENTRA 44091 cs  FLEST FREIGHT  AX 39587	TOTRIN	e sisces	DATE 11-16-	11	
LOCATION  QUOTATION NO.  QUOTE EXPIRATION DATE  QTY  DESCRIPTION  UNIT EXTENDED  1 12" APCC X ZSC-12  W/ SLOW CLOSING CONTROL  #### 125"		· · · · · · · · · · · · · · · · · · ·	PROJECT CHE	CK VLV	
QUOTATION NO.  QUOTE EXPIRATION DATE  QTY  DESCRIPTION  UNIT EXTENDED  12" APCO % ZSC-12  W/ SLOW CLOSING CONTROL 44081 es  PLEST FREIGHT  45 125	- LAMBOURGE STREET	SECOND PRINCIPLE SECOND			
QUOTE EXPIRATION DATE  OTY  DESCRIPTION  UNIT EXTENDED  12" APCO X Z50-12  W/ SLOW CLOSING CONTROL 44091 65  ACST FREIGHT  4125					
DESCRIPTION UNIT EXTENDED  1 12" APCC X Z50-12  W/ SLOW CLOSING CONTROL 44081 es  #EST FREIGHT # 125		na - Taran and an			A STATE OF THE STA
1 12" APCC \$ 250-12 W/ SLOW CLOSING CONTROL \$ 4081 es					
W/ SLOW CLOSING CONTROL 4 4081 es	<u> </u>	DESCRIPTION		UNIT   EXIE	ADED
ACST FREIGHT # 125	N N	12" APCC \$ 250-12	2		
		w/ slow closing c	catra A	40816	
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#AX 39589		PLST PREIGHT	<b>a</b>		economic de la company de
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		A CONTRACTOR OF THE CONTRACTOR	ng mag disabat dahad di japag ng		
FREIGHT & TAXES NOT INCLUDED  Compare with plans and specifications as they are not guaranteed to agree. The quoted prices are based upon stated quantities for immediate shipment only.		FREIGHT & TAXES NOT INCLUDED	**************************************		
		WARRANTY PROVISIONS			
	manufacturer, S	eller Hereby Disclaims all Warranties, Whether	STAVE /	0515	
The purchager's ede and exclusive warranty is that provided by the			Ву		mount man his liberalis
The purchaser's sole and exclusive warranty is that provided by the	LIABLE, DIRE	CTLY OR INDIRECTLY, FOR ANY SPECIAL, PUNITIVE,			
The purchaser's sole and exclusive warranty is that provided by the manufacturer. Seller hereby disclaims all warranties, whether express or implied including without limitation all implied warranties of merchantability or fitness for a particular purpose. The purchaser agrees that seller shall not be liable, directly or indirectly, for any special, punitive,	LIQUIDATED, C	ONSEQUENTIAL OR INCIDENTAL DAMAGES.	Acospled		DATE



#### Groeniger & Company

1250 West Betteravia Rd. Santa Maria, CA 93455-1032 (805) 922-3331 Ph (805) 922-3501 Fax

#### QUOTE

OUOTE:DATE	ORDER NO.
11/08/11	11020063-00
P O. NO	PAOE#
TRINI	1

CUST#:

BILL TO:

192831

SHIP TO: SHOP / COUNTY OF SLO
PUBLIC WORKS WAREHOUSE

1395 KANSAS AVE.

SAN LUIS OBISPO, CA 93405

COUNTY OF SAN LUIS OBISPO DEPT OF GENERAL SERVICES 1087 SANTA ROSA STREET

SAN LUIS OBISPO, CA 93408-3101

INSTRUCTIONS	SALES REP
	1188
SHIP POINT SHIP VIA	SHIPPED
SANTA MARIA BRANCH Will Call	

	PRODUCT AND DESCRIPTION	QTY STITUALLY LIVE	UNIT PRICE	AMQUNT (NET)
1 12" APCO CHECK VALV		1 each		4347.00
			ico No. No. No.	
		2. Jun 1997 2. Jun	FREIGHT OUT	72.00
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#### **Bob Barlogio**

From: Billy Temsah [billy@csamsco.com]

Sent: Wednesday, November 23, 2011 10:44 AM

To: Bob Barlogio

Subject: APCO Model # 250-12

Mr. Robert,

Qty (1) – APCO Model # 250-12 (Slow Closing Swing Check Valve, 12 Mils IN & Out Fusion Bonded Epoxy Coating)

Unit Price: \$ 4826.00

Availability: TBA

FOB (Fountain Valley, CA)

PPD (Prepay & Add)

Please make order to CS-amsco

Net 30 Days

Please let me know if you have any questions. Regards Billy.T

illy Temsah
perations Manager
CS-amsco

none: (714) 892-4200 ell : (714) 514-0789

---- Forwarded Message -----

From: Bob Barlogio <bob@sslocsd.us>
To: customerservice@csamsco.com

Sent: Tuesday, November 22, 2011 11:05 AM

Subject:

Could I get a price quote on a Apco 12 inch check valve with slow closing control # 250-12, with epoxy

Please include shipping and tax.

Thanks.

Robert Barlogio Superintendent South San Luis Obispo County Sanitation District 805/489-6666