

**Regular Meeting
Board of Directors
San Simeon Community Services District**

AGENDA

**Wednesday, October 10, 2001 – 6:00 PM
Cavalier Banquet Room**

1. 6:30 PM – CALL TO ORDER
 - 1.1 Roll Call
 - 1.2 Pledge of Allegiance

2. PUBLIC COMMENT: (Any topic NOT on the agenda may be presented, but please observe the 3-minute time limit)
 - 2.1 Sheriff's Report
 - 2.2 Public Comment

3. ITEMS OF BUSINESS
 - 3.1 Independent Auditor's Report – Fiscal Year Ending June 30, 2001
 - 3.2 Approval of Minutes—September 12, 2001 Board Meeting
 - 3.3 Approval of Warrants—September 6, 2001 – October 9, 2001
 - 3.4 General Manager's Report
 - 3.5 Plant Superintendent's Report
 - 3.6 District Engineer's Report

4. DISCUSSION / ACTION ITEMS
 - 4.1 Air Line Replacement Project Update
 - 4.2 Avonne – Castillo Waterline Loop Update
 - 4.3 Odor Control
 - 4.4 Facilities Plan/Wastewater Treatment Plant
 - 4.5 Sludge Disposal
 - 4.6 Storage Building
 - 4.7 Fiscal Year Budget: July 1, 2001 – June 30, 2002
 - 4.8 Board Reports

5. BOARD/STAFF GENERAL DISCUSSIONS AND PROPOSED AGENDA ITEMS
 - 5.1 Brown Act Training Session
 - 5.2 Strategic Planning Session
 - 5.3 Consideration of Water Rates

6. ADJOURNMENT

**REGULAR BOARD OF DIRECTORS MEETING
SAN SIMEON COMMUNITY SERVICES DISTRICT**

Date: Wednesday, September 12, 2001

Place: Cavalier Banquet Room

MINUTES

1.0 CALL TO ORDER

The Board convened at 6:12 p.m.

1.1 Roll Call:

Present - Directors Carol Bailey-Wood, Loraine Mirabal-Boubion, David Kiech, Bob McLaughlin and Eric Schell

1.2 Public Comment on Closed Session:

Terry Lambeth encouraged the Board to limit its closed session discussion strictly to Personnel Health Care Benefits as it relates to Item 6.7 of the Agenda.

2.0 ADJOURN TO CLOSED SESSION

The closed session adjourned at 6:30 p.m.

3.0 RECONVENE IN OPEN SESSION/CALL TO ORDER

The Board re-convened in open session at 6:35 p.m.

3.1 Roll Call:

Present - Directors Carol Bailey-Wood, Loraine Mirabal-Boubion, David Kiech, Bob McLaughlin and Eric Schell

3.2 Pledge of Allegiance

Following the Pledge of Allegiance, there was a Moment of Silence in remembrance of the victims of the recent terrorist attacks in New York, Washington D.C. and Pennsylvania.

3.3 Report on Closed Session:

Mr. Bloodgood reported that direction was provided to the General Manager to obtain outside quotes for Employee Health Care Coverage.

4.0 PUBLIC COMMENT

4.1 Sheriff's Report:

Lt. Martin Basti reported that the Sheriff's Department is continuing to work on the turn-out issue and also looking into re-doing the signage and ordinances in conjunction with State Parks in order to establish consistency. The hope is to have no parking between the hours of midnight and 6 a.m. In light of the recent terrorist attacks, Sheriff staff are very busy with security matters, particularly at the SLO airport. Prior to entering the classrooms, the School Resource Officers are assisting with traffic control at the schools, protecting the safety of the students. Lt. Basti also reported that an article on the Sheriff's Bike Patrol had recently appeared in the Telegraph Tribune and the Cambrian. He also announced that the new Animal Control Director is also a veterinarian which will greatly assist in dealing with animals. Concern about the escalating road racing and late night noise on Avonne were expressed by members of the board

and audience. Lt. Basti will notify the patrols and suggested any concerns be called into the dispatcher immediately and if necessary, request to speak with the Watch Commander.

4.2 Public Comment:

Sue Ellen Schell delivered a statement to the Board and members of the public regarding her family recently being investigated by the San Luis Obispo County District Attorney's office on August 16th. The investigation was initiated due to an anonymous complaint regarding residency fraud. Mrs. Schell wanted to let the public know that the investigator, finding no merit in this spurious complaint, was now off investigating real crimes.

Louie Coleman, speaking on behalf of residents in her complex on Jasper, expressed concern about increased residency in the Courtesy Inn and the resulting deterioration of the surrounding area, including increased trash and debris. The late night noise and increased traffic flow, including speeding has become disturbing. Other members of the community expressed similar concerns. Community members realize the SSCSD has no jurisdiction in this matter, but feel they need a forum to express their concerns. A representative of the Chamber of Commerce indicated that this matter had been brought to their attention and suggested that complaints be directed to the manager of the Courtesy Inn. Lt. Basti indicated that the late night noise, increased speeding and safety issues should be reported to the Sheriff's Department. Occupancy code is under the jurisdiction of Code Enforcement in the County Planning Department. Mr. Bloodgood stated the General Manager had also received complaints, had notified District Counsel who can look into the matter if so directed by the Board. In addition, the General Manager team has placed a call to Code Enforcement. Mr. Hanchett suggested that the problem be directed to the County.

5.0 ITEMS OF BUSINESS:

5.1 Approval of Minutes:

It was moved by Director McLaughlin and seconded by Director Bailey-Wood to approve the minutes of August 8, 2001. Motion Carried unanimously.

5.2 Approval of Warrants:

Director Mirabal-Boubion pointed out that the warrant for sludge disposal (#3362) was \$3,200 and that if that level of expense continues, it will erode the District's revenue. A discussion followed regarding the feasibility of returning to bagging the sludge and the associated problems with storing the bags. On one of its visits, the CRQWCB indicated that the bags could not be left lying on the ground as was past practice. Mr. Wallace explained that sludge disposal, from both a regulatory process and an operational standpoint, is complicated. Mr. Bloodgood suggested that it might be best to look at options and associated costs for sludge disposal and report back to the Board. Mr. Wallace suggested that, in addition to looking at other options, this issue be included in the overall scope of the Facilities Plan. Director Kiech questioned the different testing done by FGL Environmental. Superintendent Head explained the required annual testing on the wastewater and the inorganic chemical testing which is required every 3-4 years. Each of the warrants in question consisted of a series of tests that are required. Mr. Head stated that the copper and lead sampling, in addition to several other required tests, will also be coming up this year. Director Schell inquired as to how the telemetry system was working. It was moved by Director McLaughlin to approve the warrants for August 1st through September 5, 2001. Seconded by Director Schell, the motion carried unanimously.

5.3 General Manager's Report:

Mr. Bloodgood reported that Mr. Hanchett had paid the District for the towing of the 1991 Chevy truck. Payment was also received for the weed abatement. The auditors have submitted a draft report for the FY 2001-02 which is currently under review. Staff will be conferring with the auditor, who will also be in attendance at the October meeting to answer any questions the Board may have. In addition, the estimated revenues for FY 2001-02 have been received from the County Auditor - Controller's Office.

A request for an actuarial evaluation has been submitted to CalPERS in order to assist the General Manager in evaluating the fiscal implications that any changes in the Employee Compensation Package might have on the District.

The Needs Assessment is close to completion. In addition, the current focus of the Internal Controls review is addressing accounting procedures and the separation of duties. A separate line dedicated solely to SSCSD is being installed in the EDA office so that calls to the District office can be answered when no one is in the CSD office during regular business hours. The General Manager's office is also researching the possibility of broadcasting regular CSD meetings on the Government Access channel. Ms. Hogan reported on the PEG Access Fund at the County level which is funded by franchise fees that district residents pay. The County is doing a Needs Assessment in this area and will hold a meeting on October 1st. The Board will be kept informed of any developments that may assist them in deciding whether or not to pursue this avenue.

As directed, a letter has been sent to CalTrans regarding long term parking in the turn-outs. Complaints and concerns have been expressed about the double-wide trailers in the mobile home park as well as the possible infraction of the water moratorium. The California Department of Housing has been contacted and District Counsel will be asked to look into this matter further. In regards to the complaints surrounding the Courtesy Inn, this is a County issue, but District Counsel will pursue it further if the Board so desires. District Management has called the SLO County Code Enforcement Officer and is waiting to hear back.

5.4 Plant Superintendent's Report:

Director Kiech asked if the 29% increase in the Chloride comparison was something to be alarmed about. Superintendent Head said no, that the kit they use at the plant normally comes out a bit higher than it would if done at an outside lab. This is not a primary drinking water standard that is used but rather a secondary, and levels could go up as high as 250mg/l. Since there has been no rain to date, the levels may continue to rise. It is being tested every week.

5.5 Request for Letter of Sympathy:

Director McLaughlin made a motion to add an action item to the agenda. The vote to add agenda item 5.5 Request for Letter of Sympathy was unanimous. Director McLaughlin then moved that staff be directed to send letters to the mayor of New York City and the Governor of the State of New York expressing the District's sympathy for what had happened on September 11, 2001. The motion carried unanimously.

6.0 DISCUSSION/ACTION ITEMS

6.1 Fiscal Year Budget – 2001-02

Mr. Bloodgood requested that adoption of the fiscal year 2001- 02 budget be postponed since the General Manager team had only just begun analysis of the proposed budget and needed further clarification on several items. Mr. Bloodgood requested permission to re-convene the Budget Committee to assist with the review. The Board agreed to this course of action.

6.2 Air Line Replacement Project Authorization to go to Bid

District Engineer Wallace presented a preliminary plan showing the relocation of the air-line. The final packages will not be ready until the October meeting but Mr. Wallace would meet with anyone interested in reviewing the specifics as they are outlined on the preliminary plan. He explained that the proposed timeline calls for work to begin after the first of the year, with completion targeted for April, 2002. A discussion followed. Mr. Bloodgood stated that, as directed, the General Management team was entering into dialogue with the State. Mr. Wallace will present the full package, including bid alternatives, for the air-line replacement project at the next meeting.

6.3 Odor Control: Response to CRWQCB & Discussion of Temporary Measures

District Engineer Wallace referred the Board to the report listing several recommendations. The report outlines the different alternatives for odor control and what types of covers might be available to mitigate the problem in the short term. Steve Tanaka of Wallace & Associates gave an overview of the research conducted into the State's roll in the odor problem. Mr. Tanaka explained that the flow from the collection system and the force main over to the District's collection system was analyzed. Based on average flow conditions from the Visitor's Center, the actual travel time from Point A to Point B is approximately 12 hours on the average, but can stretch to more than 24 hours old before the wastewater would actually arrive at the plant's collection system. Hence, during low flow conditions and over the night time, the lift station quits cycling and stops pumping so frequently, leaving the wastewater sitting in the forced main, stagnate for a considerable period of time. This could be one of the major components contributing to the odor situation, although this is not certain. As the wastewater ages, a new set of bacteria which tries to biodegrade the matter results in the production of hydrogen sulfide, the major contributor to the odor problem. In order to remediate the problem, various alternatives were evaluated. Mr. Tanaka went on to explain that a common way of treating the hydrogen sulfide odor was to inject ferrous chloride salts. Preliminary costs estimates are approximately \$4,000 to implement the program. This would entail a small feed pump and tubing to inject the ferrous chloride at one of Hearst's sewer lift stations and a timer to inject and time chemical feed pump to turn on when the actual wastewater pump turns on. A containment vessel to hold the ferrous chloride is also included in this estimate. Another benefit of this process is possible localized corrosion at the manhole where it discharges. Mr. Tanaka stated that it would be helpful to be able to contact the State for permission to do some initial sampling and verify that the scenario described above is indeed what is occurring. Discussion with Board and staff followed. There will still be odor problems at the equalization tank. The benefits of the injections at the force main station will carry over to the manhole as well as assisting with mitigation of the smell at the equalization basin. Mr. Tanaka explained the testing process. When asked if this would eliminate the need for a tarp, Mr. Wallace explained that while this would remedy part of the odor problem, there is still an uncovered equalization basin filled with raw sewage. Mr. Wallace stated they were looking at a dual solution that is fairly cost effective. The first step is to see if State Parks is contributing to the problem. If that is the case, the next step would be to notify the State of their role in the odor problem and enlist their help in mitigating. At the same time, the third step would be to proceed with a temporary cover over the equalization basin until such time as the Facilities Plan is completed and a more permanent arrangement is identified and implemented. Mr. Tanaka's solution is a permanent solution with respect to the Parks system. The tarp, with a suction blower, is the other half of the equation that would serve as a temporary solution until the Facilities Plan is adopted and implemented. Of the temporary measures outlined for the plant, the Board ruled out chemical misting and the permanent aluminum covers. The minor concentrations of ferrous chloride due to the low feed rate should not affect recycling of the water. The pH would have to be monitored closely. The proximity of the basin to existing residences and businesses requires the odor be controlled, hence, the need for a cover. Mr. Wallace stated that before selecting a permanent cover, the Board should complete the Facilities Plan to see what the recommendations for the overall plant would be. Mr. Wallace then re-iterated that as District Engineer, he was recommending several things, 1. Complete the investigation into the State's contribution to the odor problem by sampling, 2. Presuming they do have sulfides present, enter into discussion with the State about their responsibility with respect to that part of the problem that they are creating here. Finally, Mr. Wallace recommended proceeding with the temporary tarp and reverse blower system. If the Board agrees to this course of action, the attached letter to the CRWQCB could be sent outlining the course of action the Board is taking. In response to a question from Mr. Bloodgood, Mr. Wallace explained the difference between the two temporary covers. Mr. Head suggested that the pilot test with the ferrous chloride be conducted first. Methods of conducting the testing, as well as the security of the equipment was discussed. Conducting the testing at State Parks site was deemed the safest. If the injections eliminate the odors, there may be no need to secure a temporary cover. Mr. Wallace concurred, saying

the pilot test would indicate whether it is worthwhile to install the chemical feed at the State's lift station. The travel time creates the problem, not the volume. Superintendent Head stressed that the effects of the injections would have to be closely monitored since any changes to the ph could have adverse implications. A discussion followed regarding the effects of the ferrous chloride on the tank.

Mr. Tanaka addressed the response to the RWQCB as being very important. In regards to the tarps, from a timeline perspective, the simpler tarp will be quicker to implement. Showing responsiveness to the RWQCB will be a plus. The less expensive option is more feasible. Further discussion was held regarding revising the letter to RWQCB and possibly completing the testing within the next two weeks. A motion was made by Director McLaughlin and seconded by Director Bailey-Wood to include the implementation of a bio-testing program, a monitoring program and coordination with the state and preparation of a letter, contingent upon action in Item 6.4 that will lay out the program. The motion carried unanimously. Staff was directed to report on the testing results at the next meeting so that an informed decision can then be made relative to a temporary covering of the equalization basin.

6.4 Facilities Plan/Wastewater Treatment Plant

Mr. Wallace presented an overview of the Request for Proposal for a Facilities Plan that would be submitted to qualified firms as well as the timeline. Discussion followed. A four (4) month window will be required for completion of the plan. The final plan would take overall planning for the plant to a level above the previous report done by Kennedy-Jenks in 1994 and Mr. Wallace suggested that the Board budget \$25, 000 for the plan. Discussion followed and it was suggested that representatives from the State (Hearst) be invited to participate in the Committee. The consensus of the Board was that this was an excellent idea. A motion was made by Director McLaughlin, seconded by Director Schell to submit the request for proposals for a Facilities Plan to qualified firms. Motion carried unanimously.

6.5 Storage Building

The Board received excerpts of the past years' minutes relating to the storage building topic. In reviewing these minutes it was noted that conflicting actions had been taken with regards to a temporary vs. permanent storage facility and the direction the Board wishes to take should be clarified. Discussion followed. The General Manager suggested that nothing permanent be done until the Facilities Plan has been received. If necessary, a suitable temporary structure could be installed. The Plant Superintendent was amenable to any type of structure, but suggested that a concrete floor was necessary. The General Manager and Plant Superintendent will review possible temporary solutions and return with a recommendation to the Board.

6.6 Avonne, Castillo Waterline Loop Project

Motion made by Director Bailey-Wood, seconded by Director McLaughlin to authorize staff to solicit bids for the Avonne, Castillo Waterline Loop project. Motion carried unanimously. Staff was also directed to coordinate a completion timeline with Motel 6 and the San Simeon Chamber of Commerce.

6.7 Consideration of CalPERS Health Care Coverage

No action was taken. Direction was given in closed session to seek outside quotes for employee/retiree health insurance coverage. Selected plans will be submitted to CalPERS for review.

6.8 Board Reports

No reports given.

7.0 BOARD/STAFF GENERAL DISCUSSIONS AND PROPOSED AGENDA ITEMS

7.1 Brown Act Training Session

Scheduling of the Brown Act Training session has been postponed pending District Counsel Schultz's return.

7.2 Strategic Planning Session

Mr. Bloodgood reported that the proposed September dates had not been available with the facilitator, Mr. Rauch. New tentative dates of October 22nd and October 29th will be checked.

7.3 Consideration of Water Rates

Discussion of water rates was placed on hold at this time as District Counsel Schultz was not in attendance. Mr. Bloodgood reported that Ms. Hogan had located a history of the water rates in the District office and had passed this information on to Mr. Schultz.

7.4 CSD Board Association Elections

The deadline receipt of ballots for the CSDA representative for Region 4, Seat B is September 14th. Discussion was held regarding the two candidates. Director Mirabal-Boubion stated that the SSCSD Boards of the past had not voted since they didn't know the candidates. Director Bailey-Wood stated that the vacant seat represents the SSCSD at the state level and, therefore, a representative should be selected. Director Bailey-Wood made a motion to cast a vote for incumbent William Miller. Seconded by Director McLaughlin, the motion carried with Directors Bailey-Wood, McLaughlin and Schell voting in the affirmative and Directors Mirabal-Boubion and Kiech voting in the negative.

8.0 ADJOURNMENT

The meeting was adjourned at approximately 9:00 p.m.

APPROVAL

Minutes approved at the San Simeon Board of Directors meeting held on _____, 2001 on a motion made by _____, seconded by _____ with the following vote:

AYE: _____

NAY: _____

SAN SIMEON COMMUNITY SERVICES DISTRICT

WARRANT REPORT

September 6 through October 3, 2001

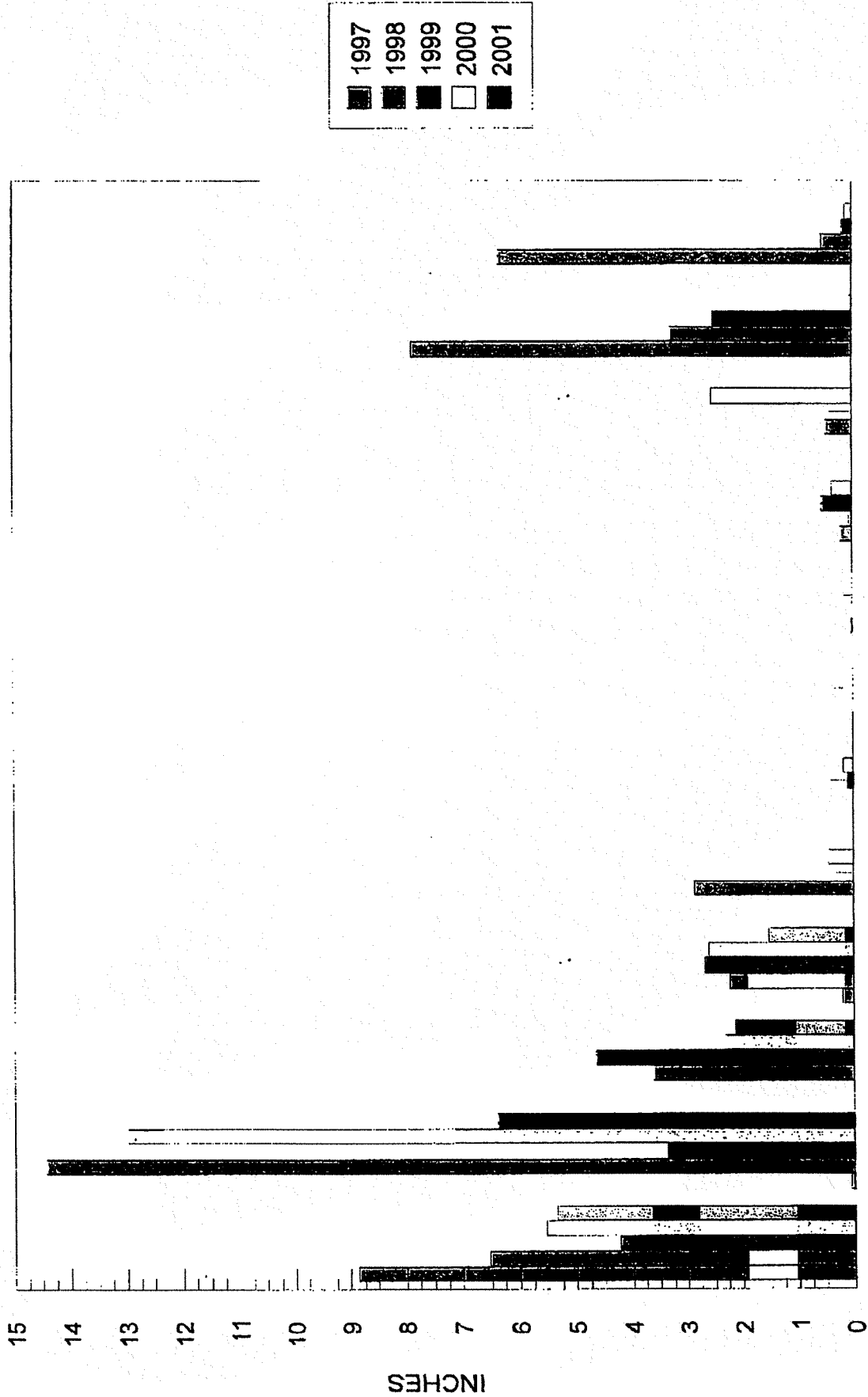
| <u>DATE</u> | <u>NUM</u> | <u>NAME</u> | <u>WARRANT #</u> | <u>MEMO</u> | <u>AMOUNT</u> |
|-------------|------------|---------------------------|------------------|---------------------------------------|---------------|
| 9/11/01 | 3400 | AT&T | 0109-002 | TELEPHONE | \$47.89 |
| 9/11/01 | 3401 | PACIFIC BELL | 0109-003 | TELEPHONE | \$222.54 |
| 9/11/01 | 3402 | U.S.A. BLUE BOOK | 0109-004 | NET, POLE, HANGER, ALGAE BRUSH | \$138.20 |
| 9/11/01 | 3403 | MISSION COUNTRY DISPOSAL | 0109-005 | RUBBISH FOR SEPTEMBER | \$205.19 |
| 9/11/01 | 3404 | MISSION UNIFORM SERVICE | 0109-006 | TOWELS & COVERALLS | \$138.00 |
| 9/11/01 | 3405 | CRYSTAL SPRINGS WATER | 0109-007 | WATER DELIVERY | \$30.25 |
| 9/12/01 | 3406 | AL'S SEPTIC PUMPING SERV. | 0109-008 | SLUDGE DISPOSAL | \$1,920.00 |
| 9/12/01 | 3407 | PG&E | 0109-009 | ELECTRICITY | \$11,820.25 |
| 9/12/01 | 3408 | C.C.S.D. | 0109-010 | EFFLUENT COLIFORM MPN & P/A | \$260.00 |
| 9/12/01 | 3409 | BASIC CHEMICAL SOLUTIONS | 0109-011 | SODIUM HYPOCHLORITE & BISULFITE | \$1,779.09 |
| 9/12/01 | 3410 | VIKING OFFICE PRODUCTS | 0109-012 | NAMEPLATE, BINDERS, PENS | \$28.58 |
| 9/12/01 | 3411 | FGL ENVIRONMENTAL | 0109-013 | INORGANIC ANALYSIS | \$474.00 |
| 9/13/01 | 3412 | KIMBERLY ALLISON | 0109-014 | PAYROLL 9/1/01-9/15/01 | \$466.35 |
| 9/13/01 | 3413 | MICHAEL HASSETT | 0109-015 | PAYROLL 9/1/01-9/15/01 | \$1,330.63 |
| 9/13/01 | 3414 | RONALD HEAD | 0109-016 | PAYROLL 9/1/01-9/15/01 | \$1,952.02 |
| 9/13/01 | 3415 | CAROL BAILEY-WOOD | 0109-017 | MONTHLY BOARD SERVICE FOR SEPT. | \$75.00 |
| 9/13/01 | 3416 | DAVID KIECH | 0109-018 | MONTHLY BOARD SERVICE FOR SEPT. | \$75.00 |
| 9/13/01 | 3417 | ROBERT MCLAUGHLIN | 0109-019 | MONTHLY BOARD SERVICE FOR SEPT. | \$75.00 |
| 9/13/01 | 3418 | LORAIN MIRABAL-BOUBION | 0109-020 | MONTHLY BOARD SERVICE FOR SEPT. | \$75.00 |
| 9/13/01 | 3419 | ERIC SCHELL | 0109-021 | MONTHLY BOARD SERVICE FOR SEPT. | \$75.00 |
| 9/13/01 | 3420 | SCHULTZ TRANSPORTATION | 0109-022 | MONTHLY CONTAINER RENTAL | \$85.60 |
| 9/17/01 | 3421 | SAN LUIS SECURITY | 0109-023 | ALARM FOR OCT., NOV. & DEC. | \$81.00 |
| 9/17/01 | 3422 | CAMBRIA HARDWARE | 0109-024 | 50' CORD, PAINT, BLADE, SQUARE, LEVEL | \$251.88 |
| 9/17/01 | 3423 | HAZEL BORDEGARY | 0109-025 | OVERPAYMENT OF FINAL BILL | \$5.00 |
| 9/24/01 | 3424 | PG&E | 0109-026 | ELECTRICITY | \$13,058.31 |
| 9/24/01 | 3425 | CRANEVEYOR CORP. | 0109-027 | RELEASE OF RETENTION | \$2,429.70 |
| 9/24/01 | 3426 | MCMMASTER-CARR | 0109-028 | STAINLESS STEEL WEDGE ANCHOR | \$29.03 |
| 9/24/01 | 3427 | CELLULAR ONE | 0109-029 | CELL PHONE | \$33.28 |
| 9/30/01 | 3428 | KIMBERLY ALLISON | 0109-030 | PAYROLL 9/16/01-9/30/01 | \$486.99 |
| 9/30/01 | 3429 | MICHAEL HASSETT | 0109-031 | PAYROLL 9/16/01-9/30/01 | \$1,243.35 |
| 9/30/01 | 3430 | RONALD HEAD | 0109-032 | PAYROLL 9/16/01-9/30/01 | \$1,787.91 |
| 9/30/01 | 3431 | EMPLOYMENT DEV. DEPT. | 0109-033 | PAYROLL TAXES | \$465.13 |
| 9/30/01 | 3432 | MID-STATE BANK | 0109-034 | PAYROLL TAXES | \$1,913.30 |
| 9/30/01 | 3433 | EDA | 0109-035 | GENERAL MGMT. SERVICES FOR AUGUST | \$8,655.00 |
| 9/30/01 | 3434 | HUNT & ASSOCIATES | 0109-036 | ATTORNEY FEES FOR AUGUST | \$7,266.80 |
| 9/30/01 | 3435 | JOHN WALLACE & ASSOC. | 0109-037 | DISTRICT ENGINEERING FOR AUGUST | \$1,139.81 |
| 9/30/01 | 3435 | MAJOR PROJECTS | 0109-037 | LOOPLINE, RAILINGS, MASTER PLAN.... | \$4,355.42 |
| 10/3/01 | 3436 | LIGHTHOUSE LITHO | 0110-001 | BUSINESS CARDS | \$83.46 |
| 10/3/01 | 3437 | A BETTER BEEP | 0110-002 | PAGER | \$29.45 |
| 10/3/01 | 3438 | PUBLIC EMP. RET. SYSTEM | 0110-003 | HEALTH INSURANCE FOR OCTOBER | \$626.57 |
| 10/3/01 | 3439 | SWRCB/AFRS | 0110-004 | ANNUAL FEE FOR DISCHARGE REQ. | \$2,000.00 |
| 10/3/01 | | TOTAL | | | \$67,214.98 |

SAN SIMEON COMMUNITY SERVICES DISTRICT

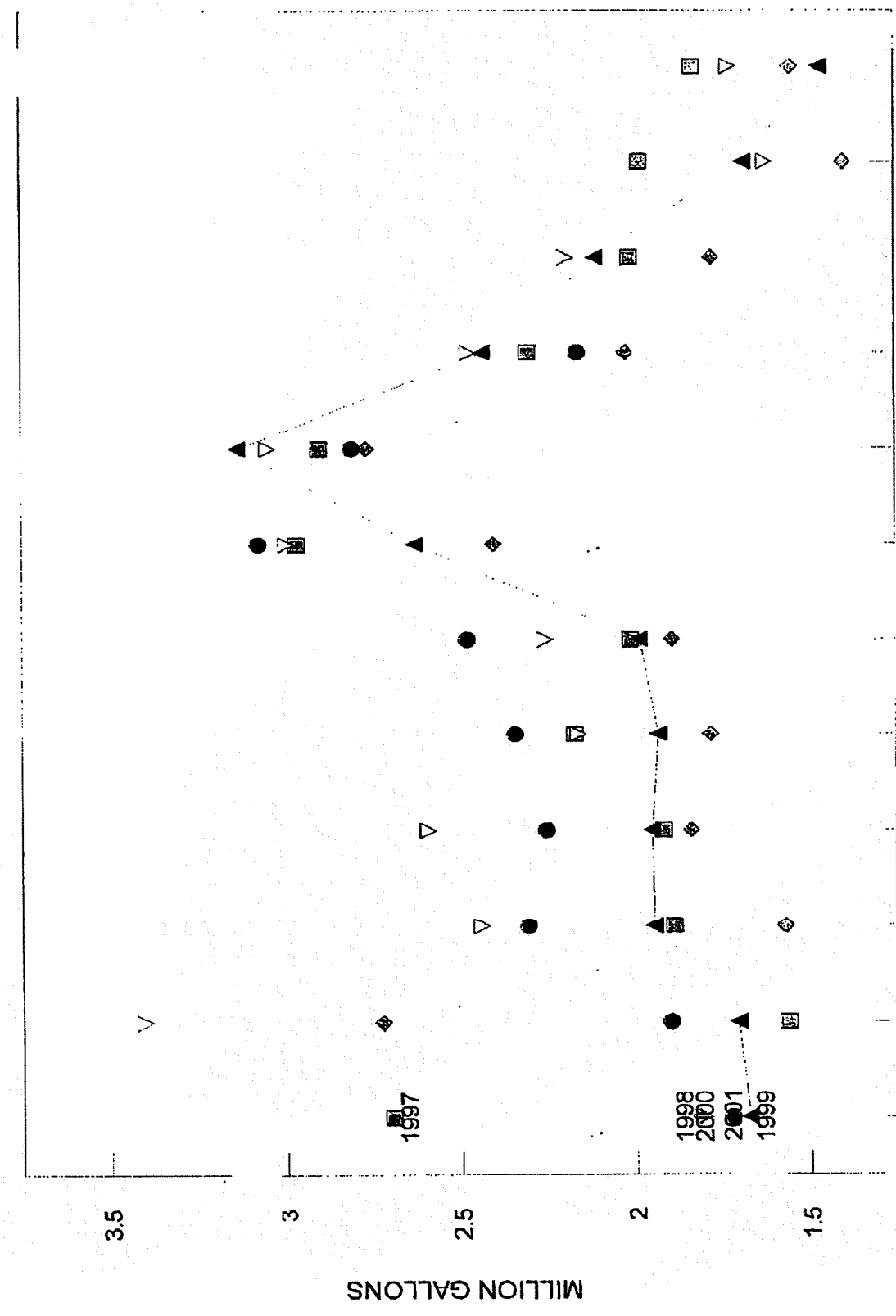
SUPERINTENDENT'S REPORT FOR SEPTEMBER 2001

| FLOW COMPARISON - Water | | | | |
|---|--------------------------------|--|---|----------------------------------|
| SEP 2001 3,344,000 gallons | YTD 2001 26,494,000 gallons | MONTHLY USAGE COMPARISON: ANNUAL USAGE COMPARISON: | -4% decrease -4% decrease | |
| SEP 2000 3,227,000 gallons | YTD 2000 27,640,000 gallons | GROSS WATER PRODUCTION: NET WATER PRODUCTION: MONTHLY RECOVERY RATE: | 3,196,000 gallons gallons 0% | |
| RAINFALL | | | | |
| SEP 2001 0.00 inches | 01-02 YTD 0.00 inches | MONTHLY COMPARISON: ANNUAL COMPARISON: | 0.37 inches less 0.37 inches less | |
| SEP 2000 0.37 inches | 00-01 YTD 0.37 inches | | | |
| WELL DEPTH COMPARISON | | | | |
| SEP 2001 14 feet | AUG 2001 13.1 feet | SEP 2000 12.63 feet | MONTHLY COMPARISON: ANNUAL COMPARISON: | 0.9 feet lower 1.2 feet lower |
| CHLORIDE COMPARISON | | | | |
| SEP 2001 45 mg/l | AUG 2001 56 mg/l | SEP 2000 46 mg/l | MONTHLY COMPARISON: ANNUAL COMPARISON: | LOWER CONSTANT |
| FLOW COMPARISON - District Wastewater Treated | | | | |
| SEP 2001 2,163,240 gallons | YTD 2001 21,067,910 gallons | MONTHLY USAGE COMPARISON: ANNUAL USAGE COMPARISON: | 13% decrease 9% decrease | |
| SEP 2000 2,475,320 gallons | YTD 2000 23,191,080 gallons | | | |
| FLOW COMPARISON - State Wastewater Treated | | | | |
| SEP 2001 297,921 gallons | YTD 2001 3,126,487 gallons | MONTHLY USAGE COMPARISON: ANNUAL USAGE COMPARISON: | 13% decrease 9% decrease | |
| SEP 2000 340,982 gallons | YTD 2000 3,434,052 gallons | | | |
| DISCHARGE REQUIREMENTS | | | | |
| EFFLUENT BOD: INFLUENT BOD: | 5 mg/l N/A mg/l | EFFLUENT SUSPENDED SOLIDS: INFLUENT SUSPENDED SOLIDS: | 4 mg/l N/A mg/l | |
| BIOSOLIDS DISPOSAL | | | | |
| SEPTEMBER: | 15000 gallons | YTD: | 180000 gallons | |

SAN SIMEON C.S.D. RAINFALL



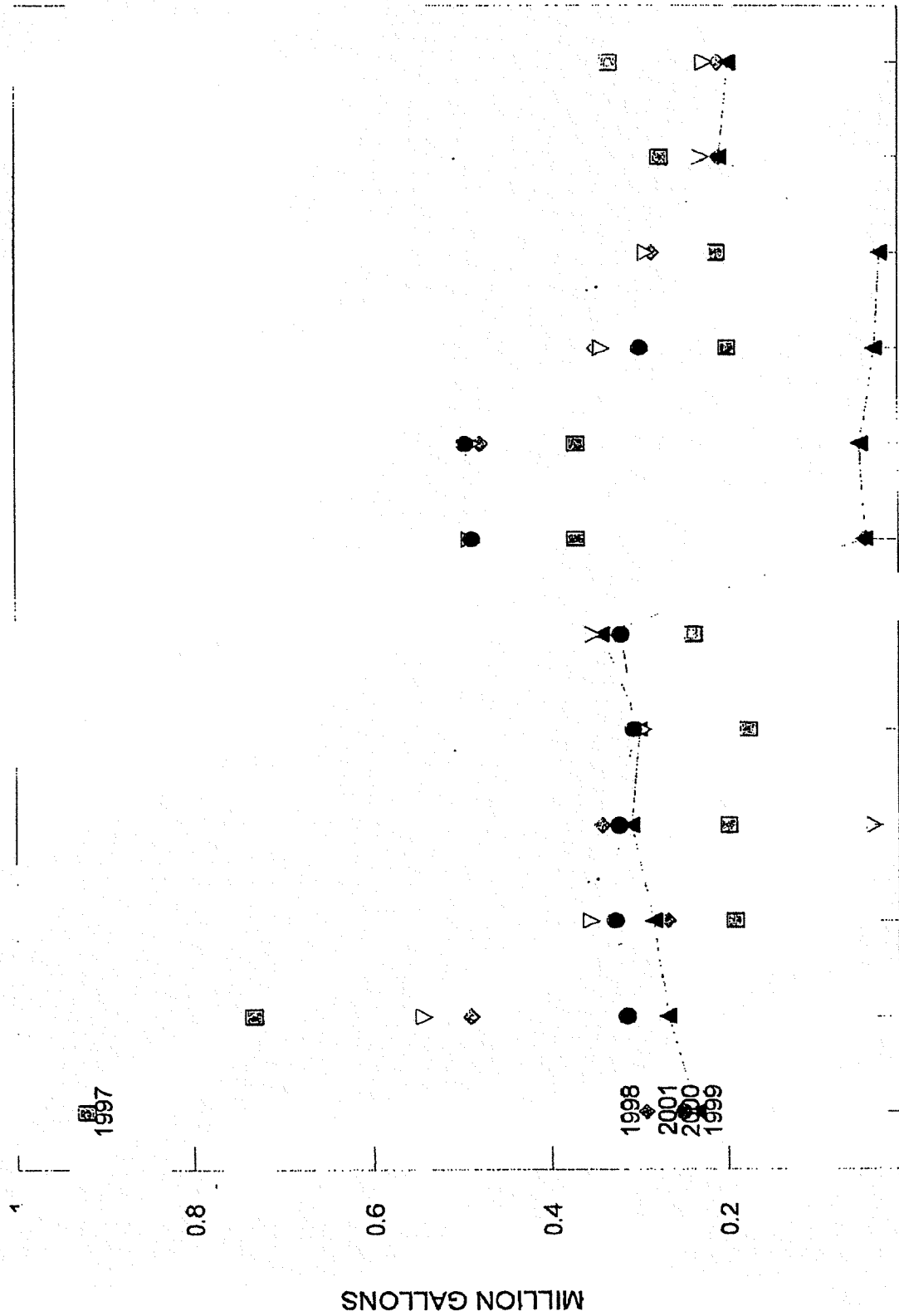
SAN SIMEON C.S.D. WASTEWATER TREATED



JAN. FEB. MAR. APR. MAY JUNE JULY AUG. SEPT. OCT. NOV. DEC.
MONTHLY TOTALS

1997 [square with diagonal lines]
 1998 [diamond with diagonal lines]
 1999 [solid triangle]
 2000 [open triangle]
 2001 [solid circle]

SAN SIMEON C.S.D. STATE WASTEWATER TREATED




1997 □
1998 ◆
1999 ▲
2000 ▼
2001 ●



SAN SIMEON COMMUNITY SERVICES DISTRICT

111 Pico Avenue
San Simeon, California 93452
(805) 927-4778

MEMORANDUM

DATE: October 10, 2001
TO: Board of Directors
VIA: Mark Bloodgood, General Manager
FROM: John L. Wallace, District Engineer 
SUBJECT: Grant Agreement - Air Line Replacement – Variable Frequency Drive and Dissolved Oxygen Monitoring Equipment – Status Update

RECOMMENDATIONS:

1. Direct District Counsel to review the attached Grant Agreement and time and financial constraints associated with the grant funding.
2. Upon satisfactory review by Counsel, direct the Chairperson to sign the agreement on behalf of the District, and return it to the CEC.
3. After execution of the agreement, authorize staff to coordinate the time extension with the CEC.

FUNDING:

Funds in the amount of **\$40,000** were provided in the District's FY 2000-2001 Budget for air piping upgrades. The proposed FY2001-02 Budget also includes this project. The district may be entitled to **\$11,850** as part of the Peak Reduction Program sponsored by the California Energy Commission (CEC).

DISCUSSION:

The Peak Reduction Grant has been signed by the California Energy Commission (CEC) and requires signature from the District for execution. The current agreement requires project completion by December 1, 2001. This project is currently scheduled for implementation through March, 2002. In order for the District to be eligible for this grant, a time extension will need to be granted from the CEC. There has been a verbal commitment from the CEC administrator of this grant to extend the date as necessary upon receipt of the executed agreement, but that action can not be considered until the CEC has an executed contract. The "worst case scenario" is that the District will not receive the grant funding but will still, of course, realize the benefits of the project with lower energy costs.

The reduced peak load amount of the plant was estimated by assuming the load would drop by the equivalent of one of the 60 Hp blowers. This conservative estimate is the basis for the \$11,850 amount identified in the grant. The actual realized amount will be evaluated and reported to the CEC via their project status reports outlined in the grant agreement.

District Council should review the agreement for form and legal effect and, if acceptable, have the Chairperson sign the agreement.

SAN SIMEON COMMUNITY SERVICES DISTRICT
TENTATIVE CONSTRUCTION SCHEDULE

AIR PIPING REPLACEMENT

| | |
|---|-------------------------|
| 1 st Notice Inviting Bids (Tuesday)..... | October 16, 2001 |
| 2 nd Notice Inviting Bids (Tuesday)..... | October 23, 2001 |
| Pre-Bid Conference / Job Walk (1:00 PM)..... | October 30, 2001 |
| Receive Bids (Tuesday 2:00 PM) | November 6, 2001 |
| Award of Bid..... | November 14, 2001 |
| Notice of Award *..... | November 15, 2001 |
| Notice to Proceed..... | December 14, 2001 |
| Start Work (6 week contractor mobilization / Equipment Lead Times) | January 28, 2001 |
| Completion - (90 Calendar Days)..... | March 10, 2002 |

* send Certified Mail

E:\084-SSCSD\02\031\Correspondence\schedule.doc

THIS IS NOT A PART OF THE CONTRACT

GRANT AGREEMENT

CEC 146 (Rev. 7/91)

This agreement is official notification of a grant award from the California Energy Commission. The attachments listed below are incorporated as part of this grant agreement.

| | |
|----------------|------------------|
| GRANT NUMBER | WAT-00A-026 |
| AGREEMENT TERM | 4/4/01-12/1/01 |
| OPERATION TERM | 6/1/01 - 9/30/04 |
| PHONE | (916) 653-6471 |

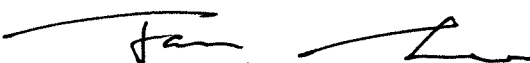
PROJECT DESCRIPTION

The Grant will partially fund the replacement of the plant's original air distribution piping system and provide for installation of an Energy Management System to reduce demand by 39.5 kW during the 2:00 p.m. to 6:00 p.m. Monday through Friday peak period.

CEC: \$ 11,850.00

| | | | | | |
|-------------------|--|---------|---------|-------------|---------|
| PROGRAM | AB970 Efficiency Grant Program | | | FUND TITLE | General |
| AMOUNT ENCUMBERED | ITEM | CHAPTER | STATUTE | FISCAL YEAR | |
| \$ 11,850.00 | 0001-3360-506 | 329 | 2000 | 00/01 | |
| SHARE | PURPOSE OF EXPENDITURE | | | | |
| \$ | Water/Wastewater Peak Demand Reduction | | | | |
| TOTAL | OPTIONAL USE | | | | |
| \$ 11,850.00 | 4600-632.99-46250 | | | | |

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose stated above.

| | |
|---|---------|
| SIGNATURE OF ACCOUNTING OFFICER | DATE |
|  | 4/30/01 |

The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.

| | | | |
|--|----------------|----------------------|-------|
| CALIFORNIA ENERGY COMMISSION | | RECIPIENT | |
| SIGNATURE OF DEPUTY DIVISION CHIEF | DATE | AUTHORIZED SIGNATURE | DATE |
| NAME | PHONE | NAME | PHONE |
| Mark Hutchison | (916) 654-6718 | | |
| ATTACHMENTS | | TITLE | |
| <ol style="list-style-type: none"> Terms and Conditions Project Budget Work Statement Resolution/Committee Approval Special Conditions OMB Circular(s) | | | |

**GRANT NOT SUBJECT TO DGS APPROVAL
PER ATTORNEY GENERAL OPINIONS**

TERMS AND CONDITIONS

AWARD # WAT - 00A - 026



TERMS AND CONDITIONS

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TERMS AND CONDITIONS

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TERMS AND CONDITIONS

1. GRANT AGREEMENT

This project is being funded with a grant from the California Energy Commission (Commission). Funding for this project was authorized by Assembly Bill No. 970, Chapter 329, Statutes of 2000, and consists of funds from the General Fund.

This agreement is comprised of the grant funding award, the Terms and Conditions, and all attachments. These Terms and Conditions are standard requirements for grant awards. The Commission may impose additional special conditions in this grant agreement which address the unique circumstances of this project. Special conditions that conflict with these standard provisions take precedence.

The recipient shall sign all six copies of this agreement and return five signed packages to the Commission's Grants and Loans Office within 30 days. Failure to meet this requirement may result in the forfeiture of this award. When all required signatures are obtained, an executed copy will be returned to the recipient. The recipient also must provide written documentation that a separate ledger account or fund has been established by the recipient for receipt and disbursement of Commission funds.

Commission-funded work cannot begin prior to the agreement term date. This agreement is not effective until it is signed by all parties.

2. ATTACHMENTS AND REFERENCES

The following are attached and hereby expressly incorporated into this agreement.

- Work Statement.
- Budget.
- Resolution of the Recipient or Local Jurisdiction Governing Body (if applicable).
- Resolution of the California Energy Commission (if applicable).

The following checked items are attached and hereby expressly incorporated.

- Assurances—Non-Construction Programs.
- Assurances of Compliance, Nondiscrimination in Federally Assisted Programs.
- Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements.
- Intellectual Property Provisions.
- Special Conditions.
- Other: _____
- None

**AB 970 ELECTRICITY PEAK LOAD REDUCTION PROGRAM
GRANT APPLICATION APPROVAL
SAN SIMEON COMMUNITY SERVICES DISTRICT
(SAN LUIS OBISPO COUNTY)**

Action Requested:

Staff is seeking Committee approval of a \$11,850 grant to the San Simeon Community Services District (District) under the auspices of the AB 970 Electricity Peak Load Reduction Program.

Purpose:

The District has applied for a grant under the Water/Wastewater Demand Reduction portion of the AB 970 Electricity Peak Load Reduction Grant Program. The grant will partially pay for replacing an existing air distribution system at the District's Wastewater Treatment Plant to reduce a total of 39.5 kW of peak load demand during the 2:00 p.m. to 6:00 p.m. Monday through Friday peak period.

Funding Source: AB 970

Project Summary:

The District's existing air distribution system at its Wastewater Treatment Plant uses one 60 hp and two 30 hp blowers during peak hours. However, due to the leaking piping system, the District is losing up to 40 percent of the energy consumed during peak hours. Under the proposed project, District plans to bypass the existing piping encased in concrete by hanging the air system from the ceiling using stainless steel piping. It is estimated that the new air distribution system will eliminate the need of the one 60 hp blower during peak hours, thus reducing a peak load demand of approximately 39.5 kW.

The District originally requested \$48,350. However, under the existing guidelines of this program, the District is eligible to receive only \$11,850 for 39.5 kW reduction in peak load demand. The grant request, otherwise, complies with AB 970 Electricity Peak Load Efficiency Grant Funding Program Guidelines.

The District has provided a revised rigorous schedule that will result in project completion by June 1, 2001.

Grant Amount:

The total project cost is \$90,000 and the grant request is for \$11,850.

Special Conditions for Water/Wastewater Peak Load Reduction Projects

1. Resolution

The recipient must provide to the Energy Commission a copy of the signed resolution of the recipient's governing board, authorizing acceptance of this agreement. The agreement must also designate the person, by title, authorized and empowered to execute in the name of the agency all contracts, agreements, and amendments necessary to implement and carry out the project as defined by this agreement. This resolution must be provided to the Energy Commission before any work is started and payments of the Energy Commission funds are made to the agency for work undertaken under this agreement.

2. Reports

- a. **Monthly Progress Reports:** The recipient will submit monthly progress reports due on the 15th of the following month after the Commission executes the grant. Each progress report must contain the following information at a minimum:
 - Discussion on the status of the work, including work statement tasks completed and/or delayed. If delayed, it must include an explanation of how it will impact project completion by June 1, 2001.
 - A comparison of project expenses to date to the expected budget.
 - Identification of any issues that would prevent completing the project on time.
- b. **Final Report:** The recipient will submit a final report on the project **between October 1, 2001 and October 31, 2001**. The final report must be submitted with or before the final request for grant payment. The final report can be submitted electronically. However the request for grant payment and the back up invoices must be submitted as hard copies. The final report must contain the following at a minimum:
 - A summary of the pre-installation demand for the equipment being included in the project,
 - The dates and time periods that the each individual piece of equipment was used to provide demand reduction during the period June 1, 2001 through September 30, 2001. However, if several pieces of equipment were planned to be turned off together and they were all turned off, they may be grouped together in the demand analysis,
 - A summary of the problems encountered during project installation and post project installation, and
 - If the project did not attain the expected results, steps need to be taken to attain those results.
- c. **Follow-up Reports:** The recipient shall provide the Commission two follow-up reports, in October 2002 and October 2003, detailing the experience of the summer peak periods June through September of the respective year.

3. **Payment of Funds**

- Payments will be made on reimbursement basis, after the recipient submits the appropriate invoice(s) to the Commission. The recipient may not submit more than one progress payment invoice in one month,
- All invoices must be submitted with a completed Payment Request Form, as specified by the Commission, and accompanied by all backup documentation, and
- Commission staff must approve all invoices. Such approval is subject to the recipient's acceptable submittal of the required monthly progress reports, other specified products, and the appropriateness of the invoiced expenses under the funding award agreement.

Prior to payment, the Commission reserves the right to:

- Inspect the project,
- Verify that the project has been completed and is operational by June 1, 2001,
- Verify that the retrofits and/or equipment installed matches the amount and type for which payment is requested,
- Verify that the Commission grant is not used to supplement the cost of a project already funded by an investor owned electric utility, and
- Verify that the Commission grant and any municipal utility incentive does not exceed 100% of the total project cost

4. **Retention**

The Commission will retain 10 percent of the award amount or \$10,000, whichever is less, from the final invoice. This amount will be payable to the contractor upon receipt of the final report in October 2001.

5. **Denial of Grant Payment Request:**

Grant payments, either in whole or in part, will not be made in the event of any of the following:

- The recipient fails to provide the required documentation.
- An investor owned electric utility funds the equipment, for which reimbursement is being requested, in whole or in part.
- A random audit or technical analysis conducted by the Commission, or its designated representatives, determines that the installed project does not meet the terms and conditions of the grant agreement.

The Office of Management and Budget (OMB) Circulars and/or federal regulations checked below are incorporated by reference as part of this agreement. These Terms and Conditions and any Special Conditions take precedence over the circulars and/or regulations checked below. OMB Circulars may be accessed on the OMB web site at www.whitehouse.gov/omb/circulars/index.html or by calling the Office of Administration, Publications Office, at (202) 395-7332.

- Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- OMB Circular A-110: Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (also applicable to private entities)
- 10 CFR Part 600: DOE Financial Assistance Regulations (www.pr.doe.gov/f600toc.html)
- OMB Circular A-87: Cost Principles for State, Local and Tribal Governments
- OMB Circular A-21: Cost Principles Applicable to Grants, Contracts, and Other Agreements with Institutions of Higher Education (public and private colleges and universities)
- OMB Circular A-122: Cost Principles Applicable to Grants, Contracts, and Other Agreements with Non-Profit Organizations (non-profit organizations and individuals, except for those specifically exempted)
- OMB Circular A-133: Audits of States, Local Governments, and Non-Profit Organizations
- Title 48 CFR, Ch. 1, Subpart 31.2: Contracts with Commercial Organizations (Supplemented by 48 CFR, Ch. 9, Subpart 931.2 for Department of Energy grants) (commercial firms and certain non-profit organizations) (www.access.gpo.gov/nara/cfr/cfr-table-search.html)
- Other: _____

- None

3. FUNDING LIMITATIONS

Any federal, state, and local laws and regulations applicable to your project not expressly listed in this agreement are incorporated herein as part of this agreement.

The funding source(s) and applicable restriction(s) checked below apply to this grant:

Funding for this agreement is dependent upon a federal grant agreement which is scheduled to terminate on _____. Funding for this agreement is subject to the approval of the applicable federal government agency, federal law, federal court judgments, and/or federal agency orders which may affect the provisions or terms of this agreement.

EXXON SETTLEMENT
Grant funds may not be used to reimburse indirect charges¹.

STRIPPER WELL SETTLEMENT
Indirect charges¹ up to 5 percent are allowed if included in the grant budget.

WARNER AMENDMENT
Grant funds may not be used to reimburse indirect charges¹.

STATE ENERGY PLAN (SEP)
Funding for this agreement is approved as part of the SEP annual grant. This grant terminates on June 30 of each year and must be extended annually. Grant funds may be used only as approved in the California SEP. Projects included in SEP may be required to submit annual energy savings reports.

SUPPLANTING
Grant funds may not be used to supplant (i.e., take the place of) previously budgeted funds for this project, whether recipient funds or funding from other grants. This includes budgeting for staff, contractors, or supplies. Funds may be used to supplement an existing budget.

Other: _____

None

¹ Indirect charges are those incurred for a common or joint purpose benefiting more than one activity. Examples would be office space rental, establishment and maintenance of the grant program, and preparation and maintenance of payroll and related wage records.

4. DUE DILIGENCE

The recipient is required to take timely actions which, taken collectively, move this project to completion. The Commission Project Manager will periodically evaluate the schedule for completion of Work Statement tasks. If the Commission Project Manager determines (1) the recipient is not being diligent in completing the tasks in the Work Statement or (2) the time remaining in the funding award is insufficient to complete all project work tasks not later than the agreement term date, the Project Manager may recommend to the Committee of the Commission (Committee) or Commission, whoever approved the award, that this agreement be terminated, and the Committee or Commission may, without prejudice to any of its remedies, terminate this agreement.

5. PRODUCTS

Products are defined as any tangible item specified in the Work Statement. Unless otherwise directed, draft copies of all products identified in the Work Statement shall be submitted to the Commission Project Manager for review and comment. The recipient will submit an original and two copies of the final version of all products to the Commission Project Manager. If the Commission Project Manager determines a product is substandard, given the description and intended use of the product as described in the Work Statement and the grant application, the Commission Project Manager may refuse to authorize payment for the product and any subsequent products that rely upon or are based upon that product under this agreement.

6. REPORTS

a. Quarterly Progress Reports

The recipient shall submit quarterly progress reports to the Commission Project Manager unless another schedule is indicated in the Special Conditions or Work Statement. They are due according to the following schedule.

| Quarter | Report Due |
|--------------------|------------|
| January - March | April 5 |
| April - June | July 5 |
| July - September | October 5 |
| October - December | January 5 |

Unless otherwise indicated in the Work Statement or Special Conditions, each progress report should include a discussion of the status of each of the following:

Work Statement: This section should include a brief restatement of the approved tasks in the Work Statement and a report on the status of each. Included should be a discussion of any products due and whether or not the project is progressing according to schedule. This section also should include a discussion of any problems encountered, proposed changes to the tasks in the Work Statement, and anticipated accomplishments in the upcoming quarter.

Financial Status: This section should include a task-by-task narrative report comparing costs to date with the approved Budget. The report should state whether or not the project is progressing within the approved Budget and discuss any proposed changes.

b. Final Reports

A draft final report shall be submitted to the Commission Project Manager no later than 60 days prior to the end of the agreement term unless another timeframe is indicated in the Special Conditions or Work Statement. Unless indicated otherwise in the Work Statement or Special Conditions, the report shall include:

- Table of Contents.
- Abstract.
- A brief summary of the objectives of the project and how these objectives were accomplished.
- Any findings, conclusions, or recommendations for follow-up or ongoing activities that might result from the successful completion of the project.
- A statement of future intent of the grant recipient to maintain or further develop the project.
- A Payment Request form for the final payment (including any retention).
- A consolidated list of subcontractors funded in whole or in part by the grant recipient. Include the name, address, concise statement of work done, period, and value of each.

The Commission Project Manager will review the draft report. The recipient will incorporate applicable comments and submit the final report (the original and two copies) to the Commission Project Manager.

Upon receipt of the final report, the Commission Project Manager shall ensure that all work has been satisfactorily completed.

c. Rights in Reports

The Commission reserves the right to use and reproduce all reports and data produced and delivered pursuant to this agreement, and reserves the right to authorize others to use or reproduce such materials. Each report becomes the property of the Commission.

d. Failure to Comply with Reporting Requirements

Failure to comply with the reporting requirements contained in this award will be considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or of unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards.

7. LEGAL STATEMENT ON REPORTS AND PRODUCTS

No product or report produced as a result of work funded by this program shall be represented to be endorsed by the Commission, and all such products or reports shall include the applicable checked statement as follows:

X Nonfederal Grant

LEGAL NOTICE

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. The Commission, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights.

 Federal Grant

LEGAL NOTICE

This document was prepared as a result of work sponsored by the California Energy Commission through a federal grant agreement number _____ with _____. It does not necessarily represent the views of the Federal Government, the Energy Commission, its employees, or the State of California. The Federal Government, the Commission, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights.

8. AMENDMENTS

Changes to the Work Statement, changes to specific line items in the budget, or both, may be made under certain conditions. Such changes must not alter the original scope or purpose of the project or program as proposed in the grant application. Such changes must not appreciably affect the value of the project or program. Work Statement changes and/or cumulative transfers among budget line items that exceed 10 percent of the grant award require advance written approval of the Commission Project Manager and Grants and Loans Office. All requests must be submitted directly to the Commission Project Manager in writing and include a description of the proposed change, revised attachment(s), and the reasons for the change. If the change is approved, the affected sections of the agreement will be amended and signed by the Commission Project Manager, Grants and Loans Office, and the recipient's authorized representative.

For federally funded grants, amendments may also require prior written approval from the federal grantor agency.

9. CONTRACTING AND PROCUREMENT PROCEDURES

This section provides general requirements for an agreement between the recipient and a third party ("subcontractor").

The recipient is required, where feasible, to employ contracting and procurement practices that promote open competition for all goods and services needed to complete this project. Recipient shall obtain price quotes from an adequate number of sources for all subcontracts.

If OMB Circulars and/or federal regulations are checked in Section 2 of these Terms and Conditions, subcontracting criteria are specified in the OMB Circulars incorporated by reference in this agreement and checked in Section 2.

The Commission will defer to the recipient's own regulations and procedures as long as they reflect applicable state and local laws and regulations and are not in conflict with the minimum standards specified in this agreement and any OMB Circulars incorporated by reference in this agreement and checked in Section 2.

Upon request, the recipient must submit to the Commission Project Manager a copy of all solicitations for services or products required to carry out the terms of this agreement, copies of the proposals or bids received, and copies of subcontracts executed. If a specific subcontractor was identified in the original grant application and the grant was evaluated based in part on this subcontractor's qualifications, then prior written approval from the Commission Project Manager is required before substituting a new subcontractor.

The recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into under this agreement.

All subcontracts must incorporate all of the following:

- A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.
- Provisions which allow for administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- Provisions for termination by the recipient including termination procedures and the basis for settlement.
- Language conforming to the "Nondiscrimination" provision in this agreement.
- Any additional requirements specified in the OMB Circulars incorporated by reference in this agreement and checked in Section 2.
- The Standard of Performance provisions specified in this agreement.
- Audit provisions regarding record retention specified in this agreement.
- Language conforming to the "Indemnification" provision in this agreement.
- Language conforming to the "License" provision in this agreement.

Failure to comply with the above requirements may result in the termination of this agreement.

10. BONDING AND INSURANCE

The recipient will follow its own bonding and insurance requirements relating to bid guarantees, performance bonds, and payment bonds without regard to the dollar value of the subcontract(s) as long as they reflect applicable state and local laws and regulations and are not in conflict with the minimum standards specified in the OMB Circulars incorporated by reference in this agreement and checked in Section 2 of these Terms and Conditions.

11. PERMITS AND CLEARANCES

The recipient is responsible for ensuring all necessary permits and environmental documents are prepared and clearances are obtained from the appropriate agencies.

12. EQUIPMENT

Title to equipment acquired by the recipient with grant funds shall vest in the recipient. The recipient shall use the equipment in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds

and shall not encumber the property without Commission Project Manager approval. When no longer needed for the original project or program, the recipient shall contact the Commission Project Manager for disposition instructions.

If OMB Circulars and/or federal regulations are checked in Section 2 of these Terms and Conditions, recipient should refer to the circulars and/or federal regulations for additional equipment requirements.

13. TERMINATION

This project may be terminated for any reason set forth below.

a. With Cause

In the event of any breach by the recipient of the conditions set forth in this agreement, the Commission or Committee, whoever approved the award, may, without prejudice to any of its legal remedies, terminate this agreement for cause upon five (5) days written notice to the recipient.

b. Without Cause

The Commission or Committee, whoever approved the award, may, at its option, terminate this agreement without cause in whole or in part, upon giving thirty (30) days advance notice in writing to the recipient by certified mail, return receipt requested. In such event, the recipient agrees to use all reasonable efforts to mitigate the recipient's expenses and obligations hereunder. Also in such event, the Commission shall pay the recipient for all expenses incurred prior to such notice of termination which could not by reasonable efforts of the recipient have been avoided, but not in excess of the maximum payable under this agreement.

14. TRAVEL AND PER DIEM

For purposes of payment, recipient's headquarters shall be considered the location of the recipient's office where the employees assigned responsibilities for this award are permanently assigned. Travel expenditures not listed in this section cannot be reimbursed.

Travel not listed in the Budget section of this agreement shall require prior written authorization from the Commission Project Manager. Recipient shall be reimbursed for authorized travel and per diem on the same basis as nonrepresented state employees. Where conflicts exist between this section and nonrepresented employee rates, this section shall take precedence.

Travel expense claims must detail expenses using the rates listed below, and recipient must sign and date the travel expense claim before submitting the travel expense claim to the Commission for payment. Expenses must be listed by trip including dates and times of departure and return. Travel expense claims and supporting receipts and expense documentation shall be attached to the recipient's Payment Request. A vehicle license

number is required when claiming mileage, parking, or toll charges. Questions regarding allowable travel expenses or per diem should be addressed to the Commission Project Manager.

The rates listed below will be in effect for the term of this agreement and apply to all travel, both in-state and out-of-state, unless and until the rates are revised.

- a. For travel necessary to the performance of this agreement, recipient shall be reimbursed as follows:
 - (1) Travel by common carrier, airline coach class or equivalent, in accordance with receipts or vouchers verifying expenditure. Receipts **must** be attached to recipient's travel expense claim.
 - (2) Travel by private or recipient-owned automobile will be reimbursed up to 31 cents per mile. If, however, travel by common carrier is more economical than by automobile, the rate for the common carrier will be reimbursed.
 - (3) Travel by private car to and from the common carrier will be reimbursed at 31 cents per mile, as stated above.
 - (4) Travel by rental car, if less expensive than taxi service. Receipts **must** be attached to recipient's travel expense claim for car rental and gas for rental car. Note: insurance coverage is not reimbursable.
 - (5) Parking fees, taxi fees, and public transit fees may be reimbursed, without receipt, for any amount of \$10.00 or less. Amounts over \$10.00 must be validated with receipts for actual expenses. Business calls will be reimbursed up to \$5.00 without receipt. Amounts over \$5.00 must be validated with receipts for actual expenses.
- b. Per diem rates apply to travel more than 50 miles away from recipient's headquarters. The **date and time of departure and return** must be indicated on recipient's travel expense claim in order to establish appropriate per diem rates. Travel expense claims submitted for reimbursements of per diem without date and time of departure and return will be reduced by the amount of per diem invoiced. No receipts are required for travel meals or incidentals within the rates listed below. However, all meal receipts must be retained for audit by the State or IRS. Per diem is reimbursable as follows:
 - (1) For a trip of less than 24 hours, recipient shall be reimbursed for actual costs up to the maximum allowance for breakfast, dinner, and lodging according

to the following table if the recipient's travel time meets the criteria outlined below.

| | |
|--------------|---|
| Breakfast: | Up to \$ 6.00, if began at or prior to 6 a.m. and terminated at or after 9 a.m. |
| Lunch: | Not reimbursed on a trip of less than 24 hours |
| Dinner: | Up to \$18.00, if began at or prior to 4 p.m. and terminated at or after 7 p.m. |
| Incidentals: | Not reimbursed on a trip of less than 24 hours |
| Lodging: | Up to \$84.00 plus taxes with receipt , except when lodging is in San Francisco, Alameda, San Mateo and Santa Clara counties, and Central/Western Los Angeles*, up to \$110.00 plus tax. |

* Los Angeles area within borders of Sunset Boulevard (North), Pacific Ocean (West), Imperial Boulevard/Freeway 105 (South), and Freeways 110, 10 and 101 (East).

Lodging expenses must be substantiated with a receipt.

- (2) For trips lasting 24 hours or more, recipient will be reimbursed actual costs up to the maximum allowance for meals, lodging, and incidentals according to the following table for each complete 24-hour period, beginning with the time of departure.

For each 24-hour period:

| | |
|--------------|---|
| Breakfast: | Up to \$ 6.00 |
| Lunch: | Up to \$10.00 |
| Dinner: | Up to \$18.00 |
| Incidentals: | Up to \$ 6.00 |
| Lodging: | Up to \$84.00 plus taxes with receipt, except when lodging is in San Francisco, Alameda, San Mateo and Santa Clara counties, and Central/Western Los Angeles*, up to \$110.00 plus tax. |

* Los Angeles area within borders of Sunset Boulevard (North), Pacific Ocean (West), Imperial Boulevard/Freeway 105 (South), and Freeways 110, 10 and 101 (East).

Lodging expenses must be substantiated with a receipt.

For the last fractional part of a travel period of more than 24 hours, recipient will be reimbursed the authorized allowance for meals provided that the expense was incurred and the travel time meets the following requirements:

Breakfast: If travel began at or prior to 6 a.m. and terminated at or after 8 a.m.
 Lunch: If travel began at or prior to 11 a.m. and terminated at or after 2 p.m.
 Dinner: If travel began at or prior to 5 p.m. and terminated at or after 7 p.m.

15. LICENSE

- The Commission shall be granted a no-cost, nonexclusive, nontransferable, irrevocable worldwide license to use or have practiced for or on behalf of the State of California inventions developed hereunder and patents or patent applications derived from such inventions. Recipient must obtain agreements to effectuate this clause with all persons or entities obtaining ownership interest in the patented subject inventions.
- The Commission makes no claim to intellectual property that existed prior to this grant and was developed without Commission funding. If applicable, the recipient gives notice that the items listed in the Intellectual Property attachment or exhibit have been developed without Commission funding and prior to the start of this grant. This list represents a brief description of the prior developed intellectual property. A detailed description of the intellectual property, as it exists on the effective date of this grant, may be necessary if Commission funds are used to further develop the listed intellectual property. This information will assist the parties to make an informed decision regarding intellectual property rights.
- The Commission shall be granted the no-cost use of the technical data first produced or specifically used in the performance of this grant.
- The Commission shall be granted a royalty-free nonexclusive, irrevocable, nontransferable license to produce, translate, publish, use and dispose of, and to authorize others to produce, translate, publish, use and dispose of all copyrightable material first produced or composed in the performance of this grant.

16. STANDARD OF PERFORMANCE

Recipient, its subcontractors and their employees, in the performance of recipient's work under this award shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the recipient's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, as directed by Commission Project Manager, shall be borne in total by recipient and not the Commission. The failure of a project to achieve the performance goals and objectives stated in the Work Statement is not a basis for requesting re-performance unless the work conducted by recipient and/or its subcontractors is deemed by the Commission to have failed the foregoing standard of performance.

In the event recipient/subcontractor fails to perform in accordance with the above standard:

- (1) Recipient/subcontractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of the Commission Project Manager. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Recipient/subcontractor shall work any overtime required to meet the deadline for the task at no additional cost to the Commission;
- (2) The Commission shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and
- (3) The Commission shall have the option to direct recipient/subcontractor not to re-perform any task which was not performed to the reasonable satisfaction of the Commission Project Manager pursuant to application of (1) and (2) above. In the event the Commission directs recipient/subcontractor not to re-perform a task, the Commission and recipient shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the Commission's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the Commission may have under law.

17. PAYMENT OF FUNDS

a. Payment Requests

The recipient may request payment from the Commission at any time during the term of this agreement although it is preferred that payment requests be submitted with the quarterly progress reports.

Payments will generally be made on a reimbursement basis for recipient expenditures, i.e., after the recipient has paid for a service, product, supplies, or other approved budget item. No reimbursement for food or beverages shall be made other than allowable per diem charges.

As a general rule, advance payments are not allowed. The Commission, at its sole discretion, may honor advance payment requests if warranted by compelling need. Advance payments shall only be made upon the satisfaction of conditions intended

to protect grant funds from loss or misuse, including (1) depositing all advance payments into a separate interest-earning account; (2) reporting interest earned on advance payments to the Commission Project Manager; (3) the accounting of all advance payments within a timeframe specified by the Grants and Loans Office; (4) returning all unused advance payments and interest or portion thereof, within 60 days of the termination of this agreement; and (5) other conditions as specified by the Grants and Loans Office.

Funds in this award have a limited period in which they must be expended. All recipient expenditures must occur prior to the end of the term of this agreement.

b. Documentation

All payment requests must be submitted using a completed Payment Request form (Exhibit A). This form must be accompanied by an itemized list of all charges and copies of all receipts or invoices necessary to document these charges for both Commission and match share. Any payment request that is submitted without the itemization will not be authorized. If the itemization or documentation is incomplete, inadequate, or inaccurate, the Commission Project Manager will inform the recipient and hold the invoice until all required information is received or corrected. Any penalties imposed on the recipient by a subcontractor because of delays in payment will be paid by the recipient.

c. Release of Funds

The Commission Project Manager will not process any payment request during the agreement term if the following conditions have not been met:

- All required reports have been submitted and are satisfactory to the Commission Project Manager.
- All applicable special conditions have been met.
- All appropriate permits or permit waivers from governmental agencies have been issued to the recipient and copies have been received by the Commission Project Manager.
- All products due have been submitted and are satisfactory to the Commission Project Manager.
- Other prepayment conditions as may be required by the Commission Project Manager have been met. Such conditions will be specified in writing ahead of time, if possible.

d. Retention

It is the Commission's policy to retain 10 percent of any payment request or 10 percent of the total Commission award at the end of the project. After the project is complete the recipient must submit a completed payment request form requesting release of the retention. The Commission Project Manager will review the project file and, when satisfied that the terms of the funding agreement have been fulfilled, will authorize release of the retention.

e. State Controller's Office

Payments are made by the State Controller's Office.

18. FISCAL ACCOUNTING REQUIREMENTS

If OMB Circulars and/or federal regulations are checked in Section 2 of these Terms and Conditions, the recipient shall review and comply with the administrative requirements outlined in the applicable sections of the OMB circulars incorporated as part of the funding agreement. The circulars are supplemented with requirements a – d.

If no OMB Circulars and/or federal regulations are checked in Section 2 of these Terms and Conditions, the following requirements apply:

a. Accounting and Financial Methods

The recipient shall establish a separate ledger account or fund for receipt and disbursement of Commission funds for each project funded by the Commission. Expenditure details must be maintained in accordance with the approved budget details using appropriate accounting practices.

b. Retention of Records

The recipient shall retain all project records (including financial records, progress reports, and payment requests) for a minimum of three (3) years after the project has been formally concluded, or final payment received, whichever is later, unless otherwise specified in the funding agreement.

Records for nonexpendable personal property acquired with grant funds shall be retained for three years after its final disposition.

c. Audits

Upon written request from the Commission, the recipient shall provide detailed documentation of all expenses at any time throughout the project. In addition, the recipient agrees to allow the Commission or any other agency of the state, upon written request, to have reasonable access to and the right of inspection of all records that pertain to the project during the term of this agreement and for a period

of three (3) years thereafter. Further, the recipient agrees to incorporate an audit of this project within any scheduled audits, when specifically requested by the state. Recipient agrees to include a similar right to audit in any subcontract.

Recipients are strongly encouraged to conduct annual audits in accordance with the single audit concept. The recipient should provide two copies of the independent audit report and any resulting comments and correspondence to the Commission Project Manager within 30 days of the completion of such audits.

d. Match Share

If the grant Budget includes match share, the recipient's commitment of financial and personnel resources, as described in this agreement, is a required match for receipt of Commission funds. The recipient must maintain accounting records detailing the expenditure of the match share (actual cash and in-kind services), and provide complete documentation of expenditures as described under "Payment of Funds."

19. INDEMNIFICATION

The recipient agrees to indemnify, defend, and save harmless the state, its officers, agents, and employees from any and all claims and losses accruing or resulting to recipient and to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the recipient in the performance of this agreement.

20. DISPUTES

In the event of a dispute or grievance between recipient and the Commission regarding this agreement, the following two-step procedure shall be followed by both parties. Recipient shall continue with responsibilities under this agreement during any dispute.

a. Commission Dispute Resolution

The recipient shall first discuss the problem informally with the Commission Project Manager. If the problem cannot be resolved at this stage, the recipient must direct the grievance together with any evidence, in writing, to the Commission Grants and Loans Officer. The grievance must state the issues in the dispute, the legal authority or other basis for the recipient's position and the remedy sought. The Commission Grants and Loans Officer and the Program Office Manager must make a determination on the problem within ten (10) working days after receipt of the written communication from the recipient. The Grants and Loans Officer shall respond in writing to the recipient, indicating a decision supported by reasons. Should the recipient disagree with the Grants and Loans Officer decision, the recipient may appeal to the second level.

The recipient must prepare a letter indicating why the Grants and Loans Officer's decision is unacceptable, attaching to it the recipient's original statement of the dispute with supporting documents, along with a copy of the Grants and Loans Officer's response. This letter shall be sent to the Executive Director at the Commission within ten (10) working days from receipt of the Grants and Loans Officer's decision. The Executive Director or designee shall meet with the recipient to review the issues raised. A written decision signed by the Executive Director or designee shall be returned to the recipient within twenty (20) working days of receipt of the recipient's letter. The Executive Director may exercise the option of presenting the decision to the Commission at a business meeting. Should the recipient disagree with the Executive Director's decision, the recipient may appeal to the Commission at a regularly scheduled business meeting. Recipient will be provided with the current procedures for placing the appeal on a Commission Business Meeting Agenda.

b. Binding Arbitration

Should the Commission's Dispute Resolution procedure described above fail to resolve a dispute or grievance to the satisfaction of the recipient, the recipient may elect to have the dispute or grievance resolved through binding arbitration. The Commission may also elect to have any dispute or grievance resolved through binding arbitration. Both parties must consent before submitting the dispute to arbitration. The arbitration proceeding shall take place in Sacramento County, California, and shall be governed by the commercial arbitration rules of the American Arbitration Association (AAA) in effect on the date the arbitration is initiated. The dispute or grievance shall be resolved by one (1) arbitrator who is an expert in the particular field of the dispute or grievance. The arbitrator shall be selected in accordance with the aforementioned commercial arbitration rules. The decision rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof. The demand for arbitration shall be made no later than six (6) months after the date of the termination of this agreement, irrespective of when the dispute or grievance arose, and irrespective of the applicable statute of limitations for a suit based on the dispute or grievance.

The cost of arbitration shall be borne by the parties as follows:

- i) The AAA's administrative fees shall be borne equally by the parties;
- ii) The expense of a stenographer shall be borne by the party requesting a stenographic record;
- iii) Witness expenses for either side shall be paid by the party producing the witness;
- iv) Each party shall bear the cost of its own travel expenses;
- v) All other expenses shall be borne equally by the parties, unless the arbitrator apportions or assesses the expenses otherwise as part of his or her award.

At the option of the parties, any or all of these arbitration costs may be deducted from any balance of agreement funds. Both parties must agree, in writing, to utilize agreement funds to pay for arbitration costs.

21. WORKERS' COMPENSATION INSURANCE

- a. Recipient hereby warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this agreement, and agrees to furnish to the Commission Project Manager satisfactory evidence of this insurance at any time the Commission Project Manager may request.
- b. If recipient is self-insured for worker's compensation, it hereby warrants such self-insurance is permissible under the laws of the State of California and agrees to furnish to the Commission Project Manager satisfactory evidence of this insurance at any time the Commission Project Manager may request.

22. GENERAL PROVISIONS

a. Governing Law

It is hereby understood and agreed that this agreement shall be governed by the laws of the State of California as to interpretation and performance.

b. Independent Capacity

The recipient, and the agents and employees of the recipient, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

c. Assignment

Without the written consent of the Commission in the form of a formal written amendment, this agreement is not assignable or transferable by recipient either in whole or in part.

d. Timeliness

Time is of the essence in this agreement.

e. Unenforceable Provision

In the event that any provision of this agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this agreement have force and effect and shall not be affected thereby.

f. Waiver

No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.

g. Assurances

The Commission reserves the right to seek further written assurances from the recipient and its team that the work of the project under this agreement will be performed consistent with the terms of the agreement.

h. Change in Business

- (1) Recipient shall promptly notify the Commission of the occurrence of each of the following:
 - (a) A change of address.
 - (b) A change in the business name or ownership.
 - (c) The existence of any litigation or other legal proceeding affecting the project.
 - (d) The occurrence of any casualty or other loss to project personnel, equipment or third parties of a type commonly covered by insurance.
 - (e) Receipt of notice of any claim or potential claim against recipient for patent, copyright, trademark, service mark and/or trade secret infringement that could affect the Commission's rights.
- (2) Recipient shall not change or reorganize the type of business entity under which it does business except upon prior written notification to the Commission. A change of business entity or name change requires an amendment assigning or novating the agreement to the changed entity. In the event the Commission is not satisfied that the new entity can perform as the original recipient, the Commission may terminate this agreement as provided in the termination paragraph.

i. Survival of Terms

It is understood and agreed that certain provisions shall survive the completion or termination date of this agreement for any reason. The provisions include, but are not limited to:

- "Payments of Funds"
- "Equipment"
- "Change in Business"
- "Disputes"

- “Termination”
- “Audit”
- “Indemnification”
- “License”
- “Fiscal Accounting Requirements”

j. Year 2000 Language

The recipient warrants and represents that any goods or services used in connection with the project pursuant to this agreement are “Year 2000 compliant.”

23. CERTIFICATIONS & COMPLIANCE

a. Federal, State & Local Laws

Recipient shall comply with all applicable federal, state and local laws, rules and regulations.

b. Nondiscrimination Statement of Compliance

During the performance of this agreement, recipient and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Recipient and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Recipient and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990, set forth in chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this agreement by reference and made a part of it as if set forth in full. Recipient and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The recipient shall include the nondiscrimination and compliance provisions of this article in all subcontracts to perform work under this agreement.

c. Drug Free Workplace Certification

By signing this agreement, the recipient hereby certifies under penalty of perjury under the laws of the State of California that the recipient will comply with the

requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- i) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a).
- ii) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - The dangers of drug abuse in the workplace;
 - The person's or organization's policy of maintaining a drug-free workplace;
 - Any available counseling, rehabilitation, and employee assistance programs; and
 - Penalties that may be imposed upon employees for drug abuse violations.
- iii) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed project:
 - Will receive a copy of the company's drug-free policy statement;
 - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the agreement or termination of the agreement or both, and the recipient may be ineligible for any future state awards if the Commission determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

- d. National Labor Relations Board Certification (Not applicable to public entities)

Recipient, by signing this agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against the recipient within the immediately preceding two year period because of the recipient's failure to comply with an order of a Federal Court which orders the recipient to comply with an order of the National Labor Relations Board.

- e. Recycling Certification

The recipient shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in

materials, goods, or supplies offered or products used in the performance of this agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Recipient may certify that the product contains zero recycled content.

f. Child Support Compliance Act (Applicable to California Employers)

For any agreement in excess of \$100,000, the recipient acknowledges that:

- i) It recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- ii) To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

g. Priority Hiring (Applicable to California Employers)

For any agreement in excess of \$200,000, recipient shall give priority consideration in filling vacancies in positions funded by this agreement to those qualified to receive aid under Chapter 2, commencing with section 11200 of the Welfare and Institutions code, in accordance with Article 3.9, commencing with Section 11349 of the Welfare and Institutions Code.

h. Air or Water Pollution Violation

Under the state laws, the recipient shall not be:

- (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
- (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
- (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

i. Americans With Disabilities Act

By signing this agreement, recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

j. Union Activity

By signing this agreement, the recipient hereby certifies that recipient will not use grant funds for any expenses to assist, promote, or deter union organizing. Any recipient that makes expenditures to assist, promote, or deter union organizing shall maintain records sufficient to show that state funds have not been used for those expenditures. (Government Code Section 16645.2)

24. ADDITIONAL REQUIREMENTS FOR PEAK LOAD REDUCTION PROGRAM GRANTS

a. Peak Electricity Demand Savings Calculation

Peak electricity demand savings are calculated as the average hourly reduction in demand during a summer afternoon when California system electrical demand is very high. The peak demand period is defined as the hours of 2 p.m. to 6 p.m. on non-holiday weekdays during the months of June through September. This four hour average value will be used as a proxy for demand savings during individual hours of Independent System Operators Alerts and/or high system demand.

Savings will be determined using engineering calculations, measurements, or a combination of both. It is expected that most, if not all, of the projects will be paid incentives based on:

- Pre-installation estimates of savings using engineering calculations and
- Verification inspections of proper installation (i.e., potential to generate savings) for a sample of projects.

For a small number of projects, metering and engineering calculations will be used to assess actual savings during Independent System Operators Alerts or periods of high electrical demand. This post-installation assessment will be used to update the pre-installation estimates for all projects.

The peak load savings formula is:

$$\frac{(\text{System kWh Usage})_{\text{pre-retrofit}} - (\text{System kWh Usage})_{\text{post-retrofit}}}{4}$$

Where:

System kWh Usage equals kWh consumption of affected building(s) or system(s) during the hours of 2 p.m. to 6 p.m. on a non-holiday, summer (June through September) weekday.

To estimate performance when California system electrical demand is very high, four categories of projects are defined:

- For weather dependent projects (e.g., cool roofs), the peak afternoon will be defined as an afternoon when ambient temperatures are equal to the applicable California Energy Commission Climate design temperature during the four hour period between 2 p.m. and 6 p.m..
- For demand responsive systems (e.g., lighting controls, thermostats), the peak afternoon will be defined as an afternoon when the demand for electricity is such that a dispatch signal is sent to the building control system and, as a result of that signal, the control system reduces demand to the maximum extent programmed into the control system at time of installation.
- For end use or appliance cycling or shedding systems, the peak afternoon will be defined as an afternoon when the temperatures equal the California Energy Commission Climate Zone design temperature during the four hour period between 2 p.m. and 6 p.m. and a signal is sent to the system to reduce demand to the maximum extent.
- For non-weather dependent and non demand responsive systems (e.g., waste water plant motor retrofits and LED traffic lights), the peak electricity demand will be defined as demand on a summer afternoon with typical or average operating conditions.

b. Project Delay Notification

The recipient is required to notify the Commission Project Manager if circumstances occur which will delay the project so that project work tasks cannot be completed within the timeframes specified in the Work Statement. The recipient is required to notify the Commission Project Manager in writing within 5 working days of the occurrence of the delay.

c. Project Extensions

(1) All Projects Except Schools

Projects funded by this program must be operational by June 1, 2001. Equipment must be purchased, installed and able to reduce peak electricity

demand by this time. If a project does not meet this deadline, the award will be terminated and the funds reallocated.

If a project or portion of a project is not operational by June 1, 2001, due to extenuating circumstances outside the control of recipient, the recipient may make a written request to extend the date of installation and/or operation.

The Commission's Energy Efficiency Committee may extend the date of installation and/or operation at its discretion. An extension will be considered only if it meets all of the following criteria and procedures:

- In no event may the date that the project becomes operational be extended past July 15, 2001.
- The recipient must document circumstances beyond its control which prevent the project from being operational by June 1, 2001.
- The recipient must show it neither knew nor had reason to know of the circumstances that led to the project delay.
- The recipient must show it has taken all possible actions to mitigate the project delay.
- The recipient must show satisfactory proof that there are no other known obstacles in the way of completing the project.
- The recipient must show it has incurred a legal obligation such as a contract or purchase order in an effort to complete the project as originally planned.
- The requested extension would otherwise comport with all of the eligibility requirements of the Overall Program Guidelines, applicable Program Element Guidelines, and solicitation document, if any.
 - If such extension is granted, the amount of the award and/or incentive, as applicable, will be reduced by 10% for the project or portion of the project extended.

(2) Schools

In the case of schools, if a project cannot be operational by June 1, 2001, the Committee may grant an extension.

- The recipient must show that due to school class schedules, the project could not be completed by June 1, 2001.
- In no event may the date the project becomes operational be extended past August 31, 2001.
- In this case, the incentive amount will not be reduced.

d. Program Evaluation, Project Monitoring, and Verification

The Commission will audit a sample of funding recipients to verify compliance with the Guidelines and solicitation document (if any), and to measure and verify peak electricity demand reductions. In addition, the Commission will monitor the progress of awards and evaluate the effectiveness of the program.

e. Random Audits, Record Retention and Access to Facilities

Upon written request from the Commission, the recipient shall provide detailed documentation of all expenses, allow the Commission or its agent access to facilities and records, and allow the Commission or its agent to collect data needed to measure and verify peak electricity demand reductions (this may include but is not limited to utility bills, metering data, facility equipment surveys, information on operational practices and site occupancy levels). The recipient agrees to give the Commission access to install, read and remove electricity meters. Further, if requested, the recipient must agree to provide to the Commission or its agent associated data from a period prior to the start of the project as necessary to establish baselines. In addition, the recipient must agree to allow the Commission or any other agency of the state, upon written request, to have reasonable access to and the right of inspection of all records that pertain to the project and to the recipients' energy use during the term of the agreement and for a period of three years thereafter. Further, the recipient must agree to incorporate an audit of this project within any scheduled audits, when specifically requested by the state. Recipient must agree to include a similar right to audit in any subcontract or subgrant. The recipient shall retain all project records (including financial records, progress reports, payment requests, and peak electricity demand reduction documentation) for a minimum of three years after the project has been formally concluded, or final payment received, whichever is later, unless otherwise specified in the funding award agreement.

f. Notification of Nonoperation

Recipient shall notify Commission Project Manager in writing immediately if recipient has reason to believe that the project may become nonoperational in the future.

g. Enforcement Action

(1) Recovery of Overpayment

The Commission's Energy Efficiency Committee, with the concurrence of the Commission, may direct the Commission's Office of Chief Counsel to commence formal legal action against any recipient or former recipient to recover any portion of a funding award the Committee determines the recipient or former recipient was not otherwise entitled to receive.

(2) Fraud and Misrepresentation

The Committee may initiate an investigation of any recipient which the Committee has reason to believe may have misstated, falsified, or misrepresented information in applying for a funding award, invoicing for a funding award payment, or in reporting any information as required by the overall program guidelines or applicable program element guidelines. Based on the results of the investigation, the Committee may take any action it deems appropriate, including, but not limited to, cancellation of the funding award, recovery of any overpayment, and with the concurrence of the Commission, recommending the initiation of an Attorney General investigation and prosecution pursuant to Government Code sections 12650, et seq., or other provisions of law.

h. Agreement and Operation Terms

This agreement has two terms: agreement term and operation term. Agreement term is the period in which all Commission grant-funded tasks must be completed and funds requested. Operation term is the 4 year period that the project must reduce peak electricity demand from June 1 – September 30 during 2001 through 2004.

EXHIBIT A
PAYMENT REQUEST FORM

STATE OF CALIFORNIA
FINANCIAL STATUS REPORT OR PAYMENT REQUEST

CALIFORNIA ENERGY COMMISSION

Grant
 CEC 211-(a) (Rev. 1/01)

Payment Request No.:

Instructions are on the reverse

| | | | | | |
|---------------------------------|------------------|--|--|--|--|
| Recipient (Name and Address) | | Type of Request <input type="checkbox"/> Reimbursement <input type="checkbox"/> Status Report Only <input type="checkbox"/> Release Retention | | Amount of this Request \$ _____ | |
| | | Period Covered by this Request _____ to _____ | | Funding History Funds Requested to Date: \$ _____ Funds Received to Date: \$ _____ | |
| Grant No. | Recipient ID No. | Approved Project Term | | Expenses to Date: \$ _____ | |
| | | _____ to _____ | | Funds on Hand: \$ _____ | |
| | | | | Interest Earned to Date: \$ _____ | |

| ENERGY COMMISSION SHARE | Budget | Expenses this Period | Expenses to Date | Obligations Not Yet Paid | Remaining Balance |
|-------------------------|--------|----------------------|------------------|--------------------------|-------------------|
| Line Item | | | | | |
| Personnel | | | | | |
| Fringe Benefits | | | | | |
| Travel | | | | | |
| Equipment | | | | | |
| Supplies | | | | | |
| Contractual | | | | | |
| Construction | | | | | |
| Other | | | | | |
| Indirect | | | | | |
| TOTAL | | | | | |

| MATCH SHARE | Budget | Expenses this Period | Expenses to Date | Obligations Not Yet Paid | Remaining Balance |
|-----------------|--------|----------------------|------------------|--------------------------|-------------------|
| Line Item | | | | | |
| Personnel | | | | | |
| Fringe Benefits | | | | | |
| Travel | | | | | |
| Equipment | | | | | |
| Supplies | | | | | |
| Contractual | | | | | |
| Construction | | | | | |
| Other | | | | | |
| Indirect | | | | | |
| TOTAL | | | | | |

| | | | | | |
|--------------------|--|--|--|--|--|
| GRAND TOTAL | | | | | |
|--------------------|--|--|--|--|--|

| | | | |
|---|-------|--|--------------------|
| RECIPIENT CERTIFICATION | | ENERGY COMMISSION USE ONLY (-NS-) | |
| I certify to the best of my knowledge and belief that this report is correct and complete and all outlays and obligations are for the purposes set forth in the funding agreement. No grant funds will be used to assist, promote, or deter union organizing. | | Amount Authorized | |
| Signature of Authorized Certifying Officer | Date | Retention | Yes _____ No _____ |
| Type or Print Name and Title | Phone | Fiscal Year | |
| ENERGY COMMISSION APPROVALS | | Appropriation Code | |
| Commission Project Manager | Date | ACCOUNTING OFFICE USE ONLY | |
| Commission Program Manager | Date | Retention | |
| Grants Office | Date | Amount Scheduled | |

INSTRUCTIONS

Payment Request No.: Begin with the number 1 on your first payment request and consecutively number each subsequent payment request. The last payment request should include the notation, "Final."

Recipient (Name and Complete Address): Same as "Recipient" on the Grant Agreement. Address should include the city, state, and zip code.

Type of Request: Indicate if this is a "Reimbursement" or "Status Report Only." Be sure to provide backup documentation. If no funds are being requested, check "Status Report Only."

Amount of this Request: This line shows the amount currently being requested. Indicate the amount being requested.

Period Covered by this Report: The time period covered by this request. The first day of the period should be the day after the last day covered by your previous report. Example: 1/14/94 to 3/31/94.

Grant No.: Same as "Grant Number" on the Grant Agreement. This is the eight digit code assigned by the Energy Commission (example 961-93-000).

Recipient ID No.: This space is for an account number or other identifier that may be assigned by the recipient (optional).

Approved Project Term: This is the entire project period beginning with the date the project starts through the end date. This date should match the "Term" on the Grant Agreement unless you have received a term extension.

Total Funds Requested to Date: Show the total of all funds requested from the Energy Commission prior to this request.

Funds Received to Date: Show the total amount of funds received from the Energy Commission prior to this request. "Funds Requested to Date" minus any retention withheld equals "Funds Received to date".

Total Expenses to Date: Show the total expenses from the beginning of the project through and including the period covered by this report. This amount should be the same as the "Grand Total" expenses to date.

Funds on Hand: This should be filled in only if you have received any advance funds from the Commission. If you have, show the balance of funds received. ("Funds Received to Date" minus "Expenses to Date" equals "Funds on Hand.")

Interest Earned to Date: Show all interest earned on previously advanced funds.

Line Items: The following budget categories apply to all expenditures invoiced.

- **Budget:** Show by line item the budget as shown in the Grant Agreement.
- **Expenses this Period:** Show by line item the actual payments made by the recipient during the period covered by this report.
- **Expenses to Date:** Show by line item the cumulative total of all expenses from the beginning of the project through and including the period covered by this report.
- **Obligations Not Yet Paid:** Show by line item all funds obligated on purchase orders, contracts, etc. for which you have received an invoice but have not yet paid.
- **Remaining Balance:** Show by line item the funds available for expenses or obligations. "Budget" minus "Expenses to Date" minus "Obligations Not Yet Paid" equals "Remaining Balance."

Certification: Name, title and signature of authorized certifying official (usually the grant recipient's project manager).

Submit original and one copy to:

California Energy Commission
Accounting Office
1516 Ninth Street, MS # 2
Sacramento, CA 95814

**Replacement of Piping and Addition of EMS
San Simeon Community Services District**

BUDGET

| | | |
|-------------------------------|-----------|-----------------|
| Personnel | \$ | 0 |
| Fringe Benefits | \$ | 0 |
| Travel | \$ | 0 |
| Equipment | \$ | |
| Supplies | \$ | 0 |
| Contractual | \$ | 90,000 |
| Other | \$ | 0 |
| Indirect | \$ | <u>0</u> |
| TOTAL | \$ | 90,000 |
| COMMISSION GRANT AWARD | \$ | 11,850 |

**Work Statement for Peak Electricity Demand Reduction
San Simeon Community Services District**

TASK

1. Replace Air Distribution Piping

| | |
|----------------------|---------------------------------------|
| Completion Date: | 8/4/2001 |
| Product Description: | Replace plant air distribution system |
| Product Due Date: | 8/4/2001 |

2. Install VFDs and Energy Management System

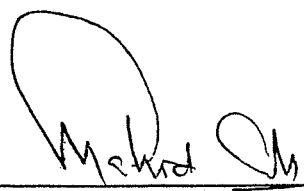
| | |
|----------------------|---|
| Completion Date: | 8/4/2001 |
| Product Description: | Install D.O. Monitoring system and VFD with control |
| Product Due Date: | 8/4/2001 |

WB

EFFICIENCY COMMITTEE
APPROVAL SHEET
April 3, 2001

PEAK LOAD REDUCTION PROGRAM -
WATER/WASTEWATER GRANT PROGRAM

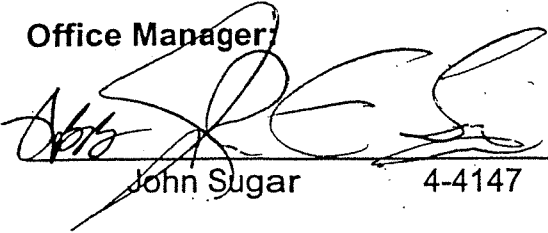
Originator:



Shahid Chaudhry 4-4858

Date: 4.3.01

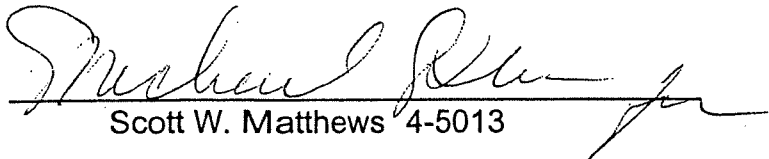
Office Manager:



John Sugar 4-4147

Date: 4/3/01

Deputy Director:



Scott W. Matthews 4-5013

Date: 4/3/01

In accordance with the provisions of the Electricity Peak Load Efficiency program Overall Program Administration Guidelines and the Water and Wastewater Treatment Pump and Related Equipment Retrofits Guidelines adopted by the Energy Resources Conservation and Development Commission on April 3, 2001, the Energy Efficiency Committee approves the following award.

Applicant: San Simeon Community Services District

Grant Amount Recommended: \$11,850



Commissioner Robert Pernel

Date: 4/4/01



Commissioner Arthur H. Rosenfeld

Date: 4/4/01

SAN SIMEON COMMUNITY SERVICES DISTRICT
TENTATIVE CONSTRUCTION SCHEDULE

**Castillo and Avonne Avenue Water Line Loop
(Motel 6)**

| | |
|---|-------------------------|
| Board Authorization to Solicit Bids | September 12, 2001 |
| 1 st Notice Inviting Bids | October 23, 2001 |
| 2 nd Notice Inviting Bids | October 30, 2001 |
| Pre-Bid Conference (Wednesday, 1:00 PM) | November 7, 2001 |
| Receive Bids (Tuesday 3:00 PM) | December 4, 2001 |
| Award of Bid | December 14, 2001 |
| Notice of Award * | December 18, 2001 |
| Notice to Proceed* | January 4, 2001 |
| Start Work | January 14, 2002 |
| Completion - (45 Calendar Days) | February 28, 2002 |

* send Certified Mail

\\Jlwa01\proj\084-SSCSD\01-District Engrg\LOOPSCH-rev.wpd

THIS IS NOT A PART OF THE CONTRACT

SAN SIMEON COMMUNITY SERVICES DISTRICT

111 Pico Avenue
San Simeon, California 93452
(805) 927-4778

DATE: October 10, 2001
TO: Board of Directors
VIA: Mark Bloodgood, General Manager
FROM: John L. Wallace, District Engineer
SUBJECT: Temporary Odor Control Project Status

RECOMMENDATIONS:

1. Review the attached information regarding the results of the sulfide/odor sampling conducted in the SSCSD collection and State Parks sewage force main,
2. Review the attached information on the status and progress of the ferric chloride feed station/pilot study,
3. Provide any further direction to staff.

FUNDING:

Currently, funds in the following amounts are targeted in the District's proposed FY 2001/02 Budget for a permanent equalization tank cover and odor control system in the amount of **\$75,000**

It is estimated that the installation of the temporary chemical feed station will cost approximately **\$3,500**, including equipment, initial chemical purchase, chemical storage, labor and incidental materials to conduct the study. Analysis and further recommendations based on the results of the pilot study is expected to cost approximately **\$2,500**. All of these costs are anticipated to be funded through the FY 2001/02 budget of **\$75,000** stated above.

DISCUSSION:

Sulfide and Dissolved Oxygen Sampling

Staff conducted verification sampling to determine if sulfides were being generated in the wastewater collection system and at the treatment plant. This verification was needed to determine if oxygen-deficient conditions were occurring, and thus dissolved sulfides were being generated as a result of bacterial degradation of dissolved sulfates in the wastewater. Dissolved sulfides are the source of the more notable odor problems at the treatment plant. The following table summarizes these results:

Collection System Monitoring - Force Main at Liquor Store

| Date | Day of Week | Time of Day | Sulfide, mg/L | Dissolved Oxygen, mg/L |
|---------|-------------|-------------|---------------|------------------------|
| 9/19/01 | Wednesday | 3:40 pm | 2.0 | NS |
| 9/20/01 | Thursday | 9:00 am | 10.0 | 1.5 |
| | | 11:10 am | 8.0 | NS |
| 9/24/01 | Monday | 8:15 am | 5.0 | 1.8 |
| | | 1:30 pm | 2.0 | 2.3 |
| 9/25/01 | Tuesday | 7:45 am | 5.0 | 0.2 |
| | | 3:00 pm | 5.0 | 1.3 |
| 9/26/01 | Wednesday | 9:15 am | 5.0 | 1.8 |
| | | 2:30 pm | 2.0 | 1.0 |
| 9/27/01 | Thursday | 3:00 pm | 7.0 | 1.1 |

Collection System Monitoring - Otter/Avonne Manhole (no influence from force main)

| Date | Day of Week | Time of Day | Sulfide, mg/L | Dissolved Oxygen, mg/L |
|---------|-------------|-------------|---------------|------------------------|
| 9/19/01 | Wednesday | 3:30 pm | <0.2 | NS |
| 9/20/01 | Thursday | 9:30 am | <0.2 | 4.2 |
| 9/24/01 | Monday | 8:25 am | <0.2 | 4.5 |
| | | 1.45 pm | <0.2 | 5.2 |
| 9/25/01 | Tuesday | 8:00 am | <0.2 | 5.1 |
| | | 3:15 pm | <0.2 | 4.2 |
| 9/26/01 | Wednesday | 2:45 pm | <0.2 | 4.2 |
| 9/27/01 | Thursday | 3:30 pm | <0.2 | 4.7 |

Collection System Monitoring - Treatment Plant Influent

| Date | Day of Week | Time of Day | Sulfide, mg/L | Dissolved Oxygen, mg/L |
|---------|-------------|-------------|---------------|------------------------|
| 9/19/01 | Wednesday | 11:00 am | 1.0 | NS |
| 9/20/01 | Thursday | 10:50 am | 1.0 | NS |
| 9/24/01 | Monday | 8:15 am | 3.0 | 1.2 |
| | | 2:00 pm | 1.0 | 1.5 |
| 9/25/01 | Tuesday | 9:20 am | 1.0 | 1.3 |
| 9/26/01 | Wednesday | 2:45 pm | <0.2 | 4.2 |
| 9/28/01 | Friday | 8:30 am | 2.0 | NS |

Equalization Tank Monitoring

| Date | Day of Week | Time of Day | Location Inside Basin | Sulfide, mg/L | Dissolved Oxygen, mg/L |
|---------|-------------|-------------|-----------------------|---------------|------------------------|
| 9/19/01 | Wednesday | 11:10 am | SW Corner | 2.0 | NS |
| | | 3:15 pm | NW Corner | 1.8 | NS |
| 9/25/01 | Tuesday | 3:45 pm | SW Corner | 2.0 | 0.3 |
| | | 3:55 pm | NW Corner | 2.0 | 0.01 |
| 9/26/01 | Wednesday | 9:45 am | NW Corner | 5.0 | 0.2 |
| | | 9:55 am | SW Corner | 6.0 | 0.1 |
| 9/27/01 | Thursday | 4:00 pm | SW Corner | 5.0 | 0.1 |
| 9/28/01 | Friday | 8:00 am | NW Corner | 2.0 | 0.3 |
| | | 4:40 pm | SW Corner | 8.0 | 0.0 |

Significance of the Sampling Results

Sulfide Generation in Collection System. The sampling results have clearly shown that the presence of dissolved sulfides in the wastewater is a direct result of the absence or low concentration of

dissolved oxygen. Refer to the results for the force main discharge, which show consistently high levels of sulfides and low levels of dissolved oxygen. In contrast, the raw wastewater from the Otter/Avonne manhole (fresh sewage) exhibits no dissolved sulfides and relatively high levels of dissolved oxygen. As expected, the treatment plant influent exhibits some dissolved sulfides, as the force main raw sewage and the other SSCSD raw sewage combine together before entering the treatment plant.

Sulfide Generation in Equalization Basin. The results of sampling in the equalization basin show higher levels of sulfides than which enters the plant, confirming that oxygen-deficient zones (dead spots) are being created in the EQ basin, by virtue of the poor circulation of raw wastewater within the EQ basin. This is important to note, as providing only enough ferric chloride to remove dissolved sulfides in the force main, will not alleviate the potential for sulfide generation in the EQ basin itself.

Status of Pilot Study for Odor Control Facilities

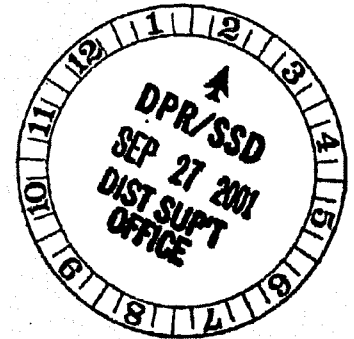
Attached is a signed copy of a letter from the State Parks Department, acknowledging and approving the temporary ferric chloride feed station at the Visitor's Center lift station.

The equipment for the feed station has been ordered, including the chemical metering pump and storage hut. Staff is in the process of confirming chemical prices, and availability of varying sizes of containers. State Parks staff has expressed a desire to use smaller containers than the 55-gallon drums proposed by JLWA staff. The smaller "buckets" of chemical come in 5-gallon containers, and do cost more per gallon. For the purposes of this study, the smaller containers will be acceptable; however, if this becomes a long-term facility for odor control, 55-gallon drums or even a larger storage tank would be recommended to reduce chemical costs. Actual costs for small and larger quantity shipments of chemical will be evaluated and reported to the Board at the November meeting.

The installation of the equipment is anticipated to occur during the week of October 8, 2001. The pilot study should be completed during the week of October 22, 2001. A brief report of the findings will be prepared, and submitted to the Board at the November Board meeting.

John Wallace

San Simeon Community Services District



111 Pico Avenue, San Simeon, California 93452
(805) 927-4778 Fax (805) 927-0399

Board of Directors

Carol Bailey-Wood, Loraine Mirabal-Boubion, David Klech, Bob McLaughlin, and Eric Schell

September 25, 2001

Mr. Kirk Sturm, Hearst Museum Director
750 Hearst Castle Road
San Simeon, California 93452

Subject: Pilot Study for Odor Control Improvements, SSCSD Wastewater Treatment Plant and Visitor's Center Sewage Force Main

Dear Mr. Sturm:

In accordance with your discussions with Steve Tanaka of our office, we are providing you with our proposed plan for conducting a pilot study to control odors at the SSCSD treatment plant site. The pilot study will hopefully verify the effectiveness of chemical addition using ferric chloride as a means of reducing sulfide-based odors at the treatment plant. We believe that a significant source of odors may be the result of long detention time of raw sewage in the sewage force main which conveys wastewater from the Visitor's Center to the SSCSD collection system. We understand that Mr. Earl Moon of your agency will be our primary contact for coordination of this pilot study. Mr. Chuck Ellison of Fluid Resource Management (a subsidiary of John L. Wallace & Associates) will direct the installation of the equipment. The pilot study will be conducted by Mr. Ron Head, Plant Superintendent.

Pilot Study Equipment Set-Up

During the week of October 1, 2001, District/JLWA staff will be setting up the ferric chloride feed station at the Visitor's Center lift station located near the Visitor's Center and Highway 1. The equipment to be installed will include the following:

- Lockable 55-Gallon chemical storage container
- One 55-gallon drum of ferric chloride (delivery to be coordinated by JLWA staff)
- Peristaltic feed pump and chemical tubing
- Control relay to operate the chemical feed pump in conjunction with sewage lift station pumps

AS APPROVED BY EARL

We will install the chemical storage container as close to the lift station wetwell as possible, with aesthetics in mind. The container will be positioned in and around the surrounding trees to keep the facility out-of-sight as much as possible. Some pruning of the low-lying tree branches may be required. The chemical feed pump will be installed inside the locked

AS APPROVED BY EARL

Mark Bloodgood, General Manager/Sec.
Robert W. Schultz, District Counsel
Ron Head, Plant Superintendent

Kim Allison, Office Administrator
John L. Wallace, District Engineer

Mr. Kirk Sturm
September 25, 2001
Page 2 of 2

chemical containment facility (key to be provided to Earl Moon). Tygon tubing will then be extended to the inside of the lift station wetwell, or the upstream manhole immediately adjacent to the lift station. The chemical feed pump will be plugged in to the existing 110v receptacle inside the lift station control panel. The pump control device will be hard-wired into the control panel. Staff will then start up and test the system to verify proper operation of the chemical feed station. Attached is a copy of the materials safety data sheet (MSDS) for ferric chloride.

REPORT SPILLS IMMEDIATELY
TO 927-2068.

Pilot Study Test Plan

Please refer to the attached test plan, detailing the procedures for the pilot study.

Schedule

We anticipate setting up the equipment during the week of October 1, 2001. Once the testing begins, it is anticipated that the study will be completed within two weeks time. We would request that the chemical feed station remain at the lift station site until such time as the results of the study are completed, or October 31, 2001. If the study results prove favorable, the District will then coordinate long-term arrangements with State Parks to continue chemical feed/odor control operations at this same location.

Please review this letter, and if you concur with this proposed plan, sign the acknowledgment and return a copy of this letter to us for our files. We understand that your acknowledgment of this letter will serve as the temporary permit to conduct the pilot study. We will send you copies of all pertinent information and the outcome of this study for your reference and files.

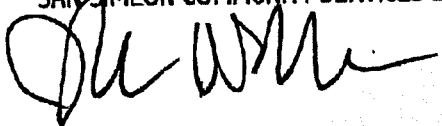
The District appreciates your cooperation regarding this matter. We look forward to working with you on this important project. If you have any questions, please do not hesitate to contact me at (805) 544-4011.

Sincerely,

Acknowledged:

SAN SIMEON COMMUNITY SERVICES DISTRICT

CALIFORNIA STATE PARKS DEPARTMENT


Kirk Sturm, Hearst Museum Director

John L. Wallace
District Engineer

cc: ED RBB/E
EARL MOON
FILE

SGT:JLW:sgt
Attachments
\\LWA011\Proj\084-SSCSD\01-District Engrg\02-Major Projects\0033_odor control\Kirk_Sturm.wpd

- cc: Mr. Mark Bloodgood, General Manager
- Mr. Ron Head, Plant Superintendent
- Mr. Steve Tanaka, JLWA
- Mr. Chuck Ellison, Fluid Resources Management

Mark Bloodgood, General Manager/Sec.
 Robert W. Schultz, District Counsel
 Ron Head, Plant Superintendent
 Kim Allison, Office Administrator
 John L. Wallace, District Engineer




John L. Wallace & Associates
Civil Engineering • Surveying • Planning

MEMORANDUM

DATE: September 13, 2001

TO: John Wallace

FROM: Steve Tanaka 

SUBJECT: Pilot Test for Ferric or Ferrous Sulfide Feed for Odor Control, SSCSD WWTP

Handwritten notes: KBS 10, 9.27.01

This memorandum outlines the pilot test program that should be implemented for ferric or ferrous feed for odor control at the SSCSD WWTP. This pilot test was authorized by the Board at last evening's Board meeting.

First, we must identify where we believe the best location to be for situating chemical feed/storage equipment. The location must be secure from vandalism, and in a safe location. The ideal location for chemical feed will be one of the lift stations between Pico Creek and the Visitors' Center, preferably at the Visitors' Center. This location will provide for the longest contact time, and will bind up sulfates early on, before the sewage turns septic.

We will need to initiate discussions with the State Parks to obtain permission to install the needed equipment, and we may need to contact the local CDF contact to secure any permission/permits for hazardous materials storage

Needed Equipment

In our staff report to the District, we outlined approximately \$4,000 in capital and labor costs to implement the ferric chloride feed station. Whether this operation is a pilot study, or a long-term solution, adequate handling/storage of the chemical is a must, and therefore we still must purchase a double-contained chemical storage shed. I recommend that SSCSD purchase the 2-drum housing, as costed out in the staff report. The only cost we should deduct is the spare chemical feed pump for now, or approximately \$400. Once the equipment is procured, installation could be done by SSCSD staff or JLWA staff. So long as 120v power is available with a receptacle, the metering pump simply plugs in. A signal device needs to be interfaced with the lift station pump, such that the chemical feed pump turns on when the sewage lift station turns on.

Pilot Testing Procedures

JLWA will recommend an initial dosage rate for the ferric/ferrous chloride. This should be approximately 4 to 5 mg/L. Prior to testing, SSCSD staff should take "baseline" process readings of all parameters of concern, including influent and effluent pH, dissolved oxygen in the aeration basins, and any other parameters of concern. In addition, the sulfides testing kit should be used to take at least one more set of dissolved sulfides readings at the liquor store manhole, at the plant headworks, and in the equalization basin, the day prior to start of the test. Select one or two staff to observe and carefully describe strength and character of odors at the equalization basin and headworks area of the treatment plant., to use as the "baseline" odor.

The pilot test should be run over a period of 10 consecutive days or 10 business days, depending on the staffing availability.

Day 1 and 2

Dose feed rate: 4 mg/L¹

Sulfide Sampling Requirements: Grab sample for dissolved sulfides in force main discharge (liquor store manhole), EQ basin, and plant headworks, twice daily.

Monitor all treatment plant process parameters and note any changes or concerns.

Observations: Observe plant odors at headworks once every two hours during the workday. Note observations as to strength and character of odors.

Day 3 and 4

Dose feed rate: 5 mg/L

Sulfide Sampling Requirements: Grab sample for dissolved sulfides in force main discharge (liquor store manhole), EQ basin, and plant headworks, twice daily.

Monitor all treatment plant process parameters and note any changes or concerns.

Observations: Observe plant odors at headworks once every two hours during the workday. Note observations as to strength and character of odors.

Day 5 and 6

Dose feed rate: 6 mg/L

Sulfide Sampling Requirements: Grab sample for dissolved sulfides in force main discharge (liquor store manhole), EQ basin, and plant headworks, twice daily.

Monitor all treatment plant process parameters and note any changes or concerns.

Observations: Observe plant odors at headworks once every two hours during the workday. Note observations as to strength and character of odors.

Day 7 and 8

Dose feed rate: 8 mg/L

Sulfide Sampling Requirements: Grab sample for dissolved sulfides in force main discharge (liquor store manhole), EQ basin, and plant headworks, twice daily.

¹The incremental change in feed rates may need to be adjusted in the field based on noted responses and changes in sulfides in the force main discharge.

Monitor all treatment plant process parameters and note any changes or concerns.
Observations: Observe plant odors at headworks once every two hours during the workday. Note observations as to strength and character of odors.

Day 9 and 10

Dose feed rate 10 mg/L

Sulfide Sampling Requirements: Grab sample for dissolved sulfides in force main discharge (liquor store manhole), EQ basin, and plant headworks, twice daily.

Monitor all treatment plant process parameters and note any changes or concerns.

Observations: Observe plant odors at headworks once every two hours during the workday. Note observations as to strength and character of odors.

Summary of Results and Recommendations

JLWA will prepare a summary of the findings of the odor control study, to determine the effectiveness of this treatment technology in reducing hydrogen sulfide odors at the treatment plant headworks and equalization basin. A staff report will be prepared summarizing these findings.

SGT:

\\LWA01\Proj\084-SSCSD\01-District Engrg\02-Major Projects\0033_odor control\pilot_test_sgt.wpd

Material Safety Data Sheet

KEMWATER NORTH AMERICA CO.
 P.O. BOX 606 • 2151 WILBUR AVENUE • ANTIOCH, CA 94509

FERROUS CHLORIDE SOLUTION

This information is required to be disclosed for safety in the workplace. This MSDS has been prepared within the guidelines of the Federal OSHA Hazard Communication Standard, 29CFR 1910.1200. Ferrous Chloride Solution may be a hazardous chemical under these standards.

Extinguishing Media: Use media appropriate for surrounding material. Cool any exposed tanks with water.

Fire and explosion hazard when in contact with metals due to evolution of hydrogen gas.

I. PRODUCT IDENTIFICATION

Revised: June 1996
 Formula: FeCl₂
 Synonyms/Common Names: Iron (II) Chloride
 CAS Number: 7758-94-3
 DOT Proper Shipping Name: Ferrous Chloride Solution
 Liquid DOT Hazard Class: Corrosive Material
 DOT LD. Number: NA 1760
 DOT Hazardous Substance: RQ = 100 lbs. (Anhydrous)

| Component | GAS No. | *Percent |
|-------------------|-----------|----------|
| Ferrous Chloride | 7758-94-3 | 32 |
| Hydrochloric Acid | 7647-01-0 | <1 |
| Water | 7732-18-5 | 68 |
| Insoluble Solids | | 0.5 Max. |

*Approximately

II. PHYSICAL DATA

Appearance and Odor: Pale Green liquid, very slight odor
 Freezing Point: N/A / Boiling Point: 109°C / 228°F
 Vapor Pressure: 40 mm Hg @ 40°C
 Water Solubility: 100%
 Molecular Weight: 126.8
 Specific Gravity: 1.3
 pH: Less than 1

III. FIRE AND EXPLOSION DATA

Ferrous Chloride Solution Will Not Burn

Flash Point: N/A Autoignition Temperature: N/A

IV. SPILL OR LEAK HANDLING

IN CASE OF AN EMERGENCY, CALL CHEMTREC (800) 424-9300

Reportable Quantity per 40 CFR 302.4 is 100 lbs Anhydrous.

Use appropriate personal protective equipment during cleanup.

Contain and neutralize spill with lime or soda ash. Caution, neutralization may generate gases.

V. PROTECTIVE EQUIPMENT REQUIREMENTS

Wear Safety glasses with side shields. Wear a face shield where possibility exists for splashing or spraying of material. Protect against skin contact as appropriate. Minimum protection; chemical goggles, and/or face shield, chemical gloves and boots.

Ventilation Requirements: Use general exhaust ventilation unless vapors, mists, or aerosols are present. In that case, use local exhaust ventilation.

Respiratory Requirements: NIOSH/MSHA approved air purifying respirator with a dust/mist cartridge where there is a possibility for exposure to mist.

| | | | |
|-------------------|------|------------------|---------------|
| Post-It® Fax Note | 7671 | Date: 25-01 | # of pages: 3 |
| To: Steve | | From: Scott | |
| Co./Dept. | | Co. SLOCSD | |
| Phone # | | Phone # 489-6666 | |
| Fax # 5977171 | | Fax # 489-2765 | |

Sep 25 01 02:05p

VI. HANDLING AND STORAGE

Keep containers closed. Do Not store in metal containers. Fiberglass, plastic, or rubber-lined tanks for storage. Use FRP or PVC pipes.

Store at temperature above 30°F.

VII. TOXICOLOGY

Inhalation: Can cause mucous membrane irritation.

Skin Contact: May cause skin irritation or burns. In animals this material is a skin irritant.

Eye Contact: May cause eye burns. In animals this material is an eye irritant.

Ingestion: Can cause irritation, burns of gastrointestinal tract.

Exposure Limit Information: Ferric Chloride Solution
The Federal OSHA Permissible Exposure Limit (PEL) is 1 mg/m³, iron salts, soluble, as Fe as an 8-Hour time-weighted average (29 CFR 1910.1000).

The American Conference of Governmental Industrial Hygienists (ACGIH, 1992) has recommended a Threshold Limit Value (TLV) of 1 mg/m³, Iron Salts, Soluble, as Fe as a 8-Hour timeweighted average.

PEL's and TLV's refer to airborne concentrations measured in the breathing zone by appropriate sampling techniques.

Exposure Limit Information: Hydrochloric Acid

The Federal OSHA Permissible Exposure Limit (PEL) is 5 PPM, 7.5 mg/m³ as ceiling. (29 CFR 1910.1000)

The American Conference of Governmental Industrial Hygienists (ACGIH, 1992) has recommended a Threshold Limit Value (TLV) of 5 PPM, 7.5 mg/m³ as ceiling.

PEL's and TLV's refer to airborne concentrations measured in the breathing zone by appropriate sampling techniques.

VIII. FIRST AID

Ingestion: Do Not induce vomiting. Give large amounts of water. Call a physician immediately. Never give anything by mouth to an unconscious person.
Skin Contact: Flush with water. Remove contaminated clothing and shoes. Wash clothing before re-use.

Eye Contact: Flush eyes with plenty of water for 15 minutes. Call a physician.

Inhalation: Remove to fresh air. If not breathing give artificial respiration. If breathing is difficult, give oxygen. Call a physician.

IX REACTIVITY DATA

Stability: Stable under ordinary conditions of storage and usage. Solutions are acidic. Emits toxic fumes of hydrogen chloride when heated to decomposition temperature. Rapidly corrodes most metals. Avoid contact with aluminum and aluminum alloys, carbon steel, copper and copper alloys. Avoid contact with alkaline materials. Avoid contact with organic materials. Avoid contact with nylon.

Reaction with most metals may generate flammable, Potentially explosive hydrogen gas.

X. TRANSPORTATION DATA

Shipping containers: Rubber lined steel tank cars or tank trucks. Polyethylene drums and bottles.

RQ = 100 pounds
DOT Proper Shipping Name: Ferrous Chloride Solution
Hazard Class: Corrosive Material DOT Label(s):
Corrosive
DOT Placard: Corrosive
Rail - Bulk and Non-Bulk
Motor - Bulk and Non-Bulk
Water - Bulk and Non-Bulk
Air - Bulk and Non-Bulk

XI. DISPOSAL

This material may be a Resource Conservation and Recovery Act (RCRA) regulated hazardous waste upon disposal due to the corrosive characteristic. Comply with all Federal, State and local law and regulations upon disposal.

Sep 25 01 02:05p

XII. ADDITIONAL REGULATORY STATUS INFORMATION

TSCA Inventory Status Included

Carcinogenicity: Non of the components of this material is listed by IARC, NTP, OSHA, OR ACGIH as a carcinogen.

XIII. ADDITIONAL INFORMATION

All information is offered in good faith, without guarantee or obligation for the accuracy or sufficiency thereof, or the results obtained, and is accepted at user's risk. The uses referred to are for the purpose of illustration only. User should investigate and establish the suitability of such use(s) in every case. Nothing herein shall be construed as a recommendation for uses which infringe valid patents or as extending license under valid patents.

XIV. SOURCE OF REFERENCES

1. ACGIH Guide to Protective Clothing. Cincinnati, OH: American Conference of Government Industrial Hygienists, 1987.
2. ANSI Z88.2. Recommended Practice for Respiratory Protection. American National Standards Institute, New York NY.
3. Baker, C.J., The Fire Fighter's Handbook of Hazardous Materials, 4th Ed., Indiana: Maltese Enterprises, Inc., 1984.
4. Bretherick, L., Handbook of Reactive Chemical Hazards, 3rd Ed., Boston, MA: Butterworths, 1915
5. Casarett, L. and J. Doull, Eds., Toxicology: The Basic Science of Poisons, 3rd Ed., New York: Macmillan Publishing Co. Inc, 1986.
6. Chemical Degradation and Permeation Database and Selection Guide for Resistant Protective Materials. Austin, Texas.
7. Clayton, G. and F. Clayton, Eds., Patty's Industrial Hygiene and Toxicology, Vol. 2A-C 3rd Ed., New York: John Wiley & Sons, 1981 - 1982.
8. Code of Federal Regulations, Titles 21, 29, 40 and 49. Washington, DC: U.S. Government Printing Office.

9. Emergency Response Guide (DOT). Washington, DC: U.S. Government Printing Office, 1987.

10. Fire Protection Guide on Hazardous Materials, 9th Ed., National Fire Protection Association, Batterymarch Park, Quincy MA, 1986.

11. Gosselin, R., et al., Gosselin-Clinical Toxicology of Commercial Products, 5th Ed., Baltimore: Williams and Wilkins, 1984.

12. Hazardline, Occupational Health Service, Inc. New York, NY

13. Lenga, R., The Sigma-Aldrich Library of Chemical Safety Data, 1st #d., Milwaukee, WI: SigmaAldrich Coporation. 1985.

14. Lewis, R. and D. Sweet, Eds., Registry of Toxic Effects of Chemical Substances, 1985 - 1986, Washington, DC: U.S. Government Printing Office, 1987.

15. NIOSH Pocket Guide to Chemical Hazards. Washington, DC: U.S. Government Printing Office, 1992.

16. Sax, N. Irving, Dangerous Properties of Hazardous Materials 6th Ed., New York: Van Nostrand Reinhold Company. 1984.

17. Threshold Limit Values and Biological Exposure Indices for 1991 - 1992. Cincinnati, OH: American Conference of Government Industrial Hygienists, 1 qq?

18. Toxic Substance Control Act Inventory, Washington, DC: U.S. Government Printing Office, 1985.

FOR FURTHER PRODUCT INFORMATION CONTACT:

KEMWATER NORTH AMERICA
P.O. Box 608
2151 Wilbur Avenue
Antioch, CA. 94509
(800)321-4922

Pioneer Chlor Alkali Company
P.O. Box 88
Henderson, Nevada 89015
Tel. (702)565-8781

SAN SIMEON COMMUNITY SERVICES DISTRICT

Route 1, Box S-17
San Simeon, California 93452
(805) 927-4778

DATE: October 10, 2001
TO: Board of Directors
VIA: Mark Bloodgood, General Manager
FROM: John L. Wallace, District Engineer
SUBJECT: Facilities Plan Request for Proposals Update

RECOMMENDATIONS:

Staff recommends the Board;

1. Review the attached information regarding status of expected response and interest from qualified engineering firms to submit Request for Proposals (RFP) for District's Facilities Plan Update,
2. Review Staff's proposed alternative to prepare the Facilities Plan Update, with review by a qualified engineering firm (Kennedy Jenks),
3. Provide further direction to staff.

FUNDING:

Funds are not currently provided in the District's proposed FY 2001-02 Budget. It was previously estimated that engineering services to provide a Facilities Plan would cost between **\$15,000** and **\$25,000**. It is recommended that funds in the amount of **\$25,000** still be set aside in the FY 2001-02 Budget for preparation of this Facilities Plan.

Supplemental funding is still anticipated if the State Parks Department (Hearst Visitors Center) participates in this study.

DISCUSSION:

The District sent out Requests for Proposals (RFPs) to six engineering firms qualified in the area of wastewater engineering services, to prepare this Facilities Plan. Staff has since contacted all of the engineering firms, and is anticipating that no firms will propose on the project. Although many of the firms expressed interest from a technical perspective, the relatively small scope of this study, and the geographical constraints associated with the SSCSD and the treatment plant, made proposing on this project unattractive to these firms.

Should no proposals be received by October 5, 2001 (the specified deadline for proposals), Staff is considering an alternative to this approach to selecting an outside firm to conduct the entire study. This alternative was recommended by Kennedy-Jenks, the firm which conducted the prior capacity study for the District's WWTP. Under this alternative, JLWA staff would prepare the study under the direction and review of Kennedy-Jenks. Kennedy-Jenks is a highly qualified wastewater

engineering firm who is already very familiar with the details of the SSCSD WWTP. It is recommended that Kennedy-Jenks provide the direction and review of this facilities plan, as any other selected engineering firm would require site visits, and other review time to "get up to speed" with the details of the SSCSD WWTP.

JLWA staff estimates that this study will cost \$15,000, with Kennedy-Jenks' compensation for review and direction on the facilities plan at \$5,000, for a total study cost of approximately \$20,000.

C:\TEMP\facilities_plan_update.wpd



MWH

MONTGOMERY WATSON HARZA

September 25, 2001

John L. Wallace
District Engineer
San Simeon Community Services District
111 Pico Avenue
San Simeon, CA 93452

Subject: **Request for Proposal
Wastewater Treatment Facilities Plan**

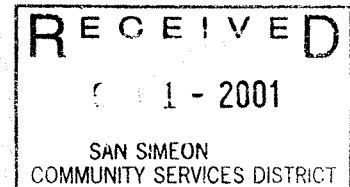
Dear Mr. Wallace:

Montgomery Watson Harza will not submit a proposal in response to the subject effort. However, we look forward to the prospect of proposing on upcoming opportunities and the possibility of working with you in the future.

Thank you for your consideration. If you have any questions, please do not hesitate to contact me at 925.274.2322.

Sincerely,

Nina A. Kline
Marketing Coordinator





*Dedicated to creative,
responsive, quality solutions
for those we serve.*

September 27, 2001

Mr. Craig Taylor
John L. Wallace & Associates
District Engineer
San Simeon Community Services District
111 Pico Avenue
San Simeon, CA 93452

Subject: Request for Proposals for Professional Engineering Services - Wastewater Treatment Facilities Plan, San Simeon Community Services District

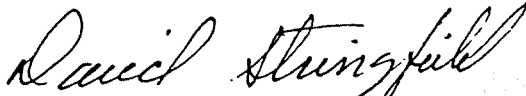
Dear Mr. Taylor:

Carollo Engineers appreciates the opportunity to submit on projects developed by the San Simeon Community Services District; however, we will not be submitting a proposal for the subject project.

Thank you once again for considering our firm and we look forward to submitting on any future projects you may develop.

Sincerely,

CAROLLO ENGINEERS, P.C.


David L. Stringfield, Principal

DLS:js



California Regional Water Quality Control Board Central Coast Region



Winston H. Hickox
Secretary for
Environmental
Protection

Internet Address: <http://www.swrcb.ca.gov/~rwqcb3>
81 Higuera Street, Suite 200, San Luis Obispo, California 93401-5427
Phone (805) 549-3147 • FAX (805) 543-0397

Gray Davis
Governor

November 1, 1999

Forrest Warren, General Manager
San Simeon Community Services District
111 Pico Avenue
San Simeon, CA 93452

Dear Mr. Warren:

SAN SIMEON WASTEWATER FACILITY – NOTICE OF VIOLATION


On October 25, 1999, Sorrel Marks (of my staff) performed a routine inspection of the San Simeon Wastewater Treatment Facility. During the inspection, effluent being discharged appeared to be clear and of acceptable quality, however the overall dilapidated condition of equipment leads to our concern for long-term compliance with water quality objectives and public safety. Following are specific issues that need your immediate attention.

1. Over the past year, several warning letters have been sent from this office and the State Water Resources Control Board, regarding sewerage agencies' responsibility to prepare for, and liability for violations resulting from, power failures or other Y2K problems. Also, Standard Provisions incorporated as part of your discharge permit require adequate equipment redundancy and standby power to be available. Despite these requirements and warnings, our inspection revealed you do not have standby power or even the facilities (such as wiring) to adequately utilize a temporary power source.
2. Public and employee safety appears to be threatened by badly corroded guardrails and grating throughout the treatment facility. Many of the railings and grates appear to be corroded beyond repair and replacement appears necessary. Also, bags of dried or drying sludge are piled along almost every walkway. This practice, combined with the corroded railings, appears particularly unsafe.

Please submit a report by November 16, 1999 describing how you plan to correct these problems. The report must include a date-specific schedule for all corrective actions and equipment installation. The report is requested pursuant to Section 13267 of the California Water Code. Failure to submit the report by November 16, 1999 could result in additional enforcement actions, such as the administrative imposition of civil liabilities for up to one thousand dollars for each day of violation.

Please remember that your discharge of waste is a privilege, not a right, and authorization to discharge is conditional upon compliance with your waste discharge requirements. It is your responsibility to familiarize yourself with your requirements and follow them in your operations. If you have questions, please call Sorrel Marks at 549-3695.

Sincerely,

for 
Roger W. Briggs
Executive Officer

SJM\H:\npdes\sansim.y2k
Task: 101-01
File: San Simeon CSD

cc: Ron Head, San Simeon CSD, 111 Pico Avenue, San Simeon, CA 93452

California Environmental Protection Agency



Recycled Paper



SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

1481 River Park Drive, Suite 110
Sacramento, CA 95815-4501

Board of Directors

(President)
Ken Sonksen
Sanger-Del Rey CD
568 S. Rainbow
Sanger, CA 93657
(209) 787-2267

(Vice-President)
Earl F. Sayre
Trinity County WD #1
P.O. Box 1152
Hayfork, CA 96041
(530) 628-5512

(Secretary)
Joseph C. Martin
Rossmore/Los Alamitos
Area Sewer District
P.O. Box 542
Los Alamitos, CA 90720
(562) 596-6064

I. E. Bartels
Riverside-Corona RCD
P.O. Box 1213
Riverside, CA 92502
(909) 683-7500

David Aranda
Stallion Springs CSD
28500 Stallion Springs Drive
Tehachapi, CA 93561
(661) 822-3268

John Yeakley
Bear Valley CSD
28999 Lower Valley Road
Tehachapi, CA 93561
(661) 821-4428

Chief Executive Officer
James W. Towns, ARM

November 9, 1999

Mr. Forrest G. Warren
General Manager
San Simeon CSD
111 Pico Avenue
San Simeon, CA 9452

Re : Safety / Maintenance Issues

Dear Mr. Warren:

As requested, I have completed a listing of the projects at the treatment facility. This listing is being recommended on a priority basis for the District's consideration for risk management and safety issues.

1) Work Shop / Storage Facility

Given the current condition of the work shop I am recommending that the District replace the current structure with a structure that provides staff with a work station and equipment storage. Currently equipment is now being stored in the Fan / Blower building, due to the amount of equipment stored in this building, it has become a potential safety hazard because the electrical panels do not have sufficient clearance to allow staff to safely work on the electrical panels. OSHA requires a minimum of three (3) feet clearance for the electrical panel doors as a safe clearance zone. The current work shop has deteriorated to such a level that it now poses a potential safety hazard to staff working inside. Chemicals, solvents and tools should be secured in a locked building to prevent theft and the building should have an area where staff can perform maintenance duties. Also an area should be created for the storage of miscellaneous items and equipment that are currently stored around the equalization tank and south wall.

2) Sludge Bags

Sludge bags are currently stacked in several areas around the plant and pose a potential tripping hazard to staff and visitors to the facility. A specific area for storage of the bags

Mr. Forrest G. Warren
November 9, 1999
Page Two

while they are drying out should be created and cordoned off to prevent access by visitors. Once the bags have dried out, they can be removed and disposed of by staff. By placing the bags in a designated area the run off can be contained and the walkways around the treatment tanks will be clear and will provide a safer work environment for staff and provide a more professional appearance to visitors.

3) Railing

The railing around the equalization is the most compromised and should be replaced as soon as possible. The railing around the remaining tanks should be inspected to determine if they can be brought up to OSHA's standards. One suggestion that was made for the remaining tanks was to extend the railing to extend beyond the metal grating to protect staff and visitors from access to these surfaces. The railing could be extended two to three feet to restrict access, in order to allow access to staff, a plastic chain with a restricted access sign can be placed at each end of the railing walkways. All sections of the grating should be inspected and those sections that are severely compromised should be replaced.

4) Other Issues

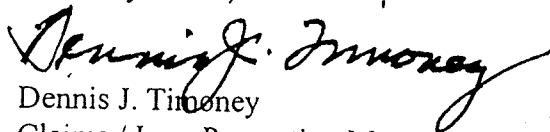
Fencing : the fence around the facility has been repaired and access has been restricted.

Signs : new signs have been placed on the main gate to warn visitors of the bio-hazardous material on site and identifies that the plant is not open to the general public.

Documentation process : the emergency eye wash and body wash stations should be inspected on a quarterly basis and the findings documented.

This report is being presented as recommendations from a safety / risk management standpoint to assist the District in its continued efforts to improve the overall quality of the facility and work environment. If you have any questions, please call me.

Sincerely Yours,


Dennis J. Timoney

Claims / Loss Prevention Manager

cc: District File

Eileen H

From: SSCSD [sscsd@thegrid.net]
Sent: Monday, September 17, 2001 9:54 AM
To: Eileen
Subject: Fw: Integrated Waste Management Authority and PEG Access

----- Original Message -----

From: Jon <Jon@shipseyandseitz.com>

Subject: Integrated Waste Management Authority and PEG Access

> Good Morning:

>

> The purpose of this email is to update you on local news regarding
Special

> Districts relating to the Integrated Waste Management Authority and
the

PEG

> Access. The news is as follows:

>

> 1. On September 6, 2001 a quorum of the Special Districts that have
> signed Agreements with IWMA met and by unanimous decision appointed
David

> Brooks from the Templeton Community Services District as the Special
> District's IWMA Board member. His term will expire January 1, 2003.
Bob

> Blair from the Nipomo Community Services District was appointed as
alternate

> with his term expiring January 1, 2004. It was also decided at this
meeting

> that the terms would be for two (2) years. The next meeting to
consider a

> new appointment should be in November/December 2002.

>

> 2. I spoke with Paavo Ogren from the Public Works Department (he is
> working on PEG Access policies(public access TV)) regarding the
County

> contributing to the cost of video taping Special District meetings for
> interested Districts. I suggested that the County budget up to eight
(8)

> hours per month per District (2 four hour meetings). Paavo advised me
that

> he intended to hold several workshops on PEG Access and that Special
> Districts would be invited. I suggest that you call Paavo at 781-5252
if

> your District is interested in having their meetings videotaped to be
sure

> that your District is invited to these workshops.

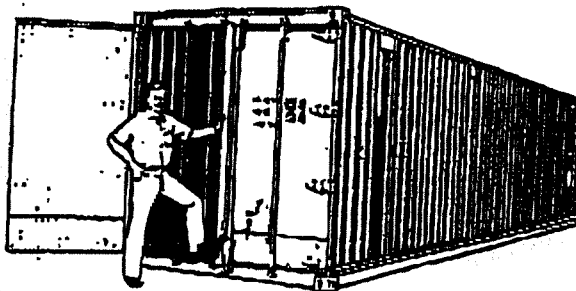
>

> JON

FAX COVER SHEET

AZTEC TECHNOLOGY CORP.

**2600 S. SANTA FE AVE.
VISTA, CA 92084
PHONE (760)727-0533
FAX (760)727-5528**



| | |
|---|---------------------------------------|
| SEND TO Company name San Simeon Community Services | From ARNOLD GITLIN |
| Attention EILEEN | Date 10/9/01 |
| Phone number 805-549-8658 | Office location VISTA, CA |
| Fax number 805-549-8704 | Phone number 1(800)624-8045 |

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 Please review
 For your information

Total pages, including cover: 2

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SPECIFICATIONS

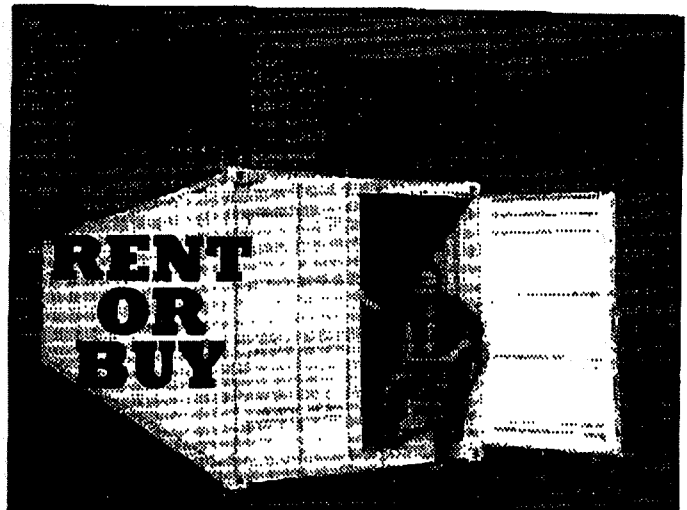
| Storage Container 20 Foot | Storage Container 40 Foot |
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| Dimensions: Length: 20' Width: 8' Height: 8½' Weight: 4,900 Lbs. | Dimensions: Length: 40' Width: 8' Height: 8½' Weight: 7,800 Lbs. |

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Containers have approximately 1" hardwood floors which are treated against insects and rodents.

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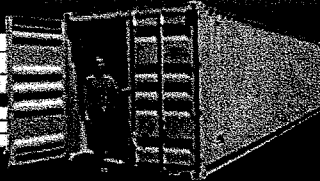
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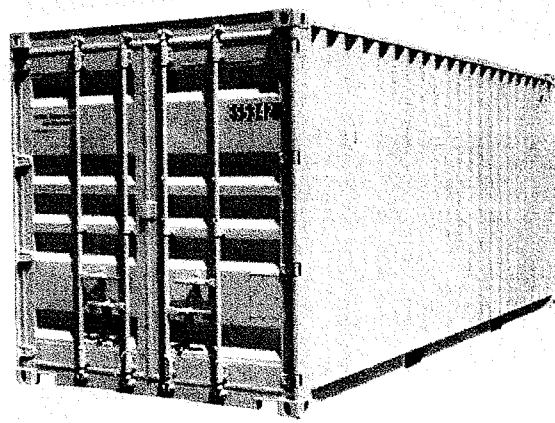


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180 ft Buoy Tender
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- FLAGS & FLAG POLES
- CONTACT US

20 FT CARGO DOOR



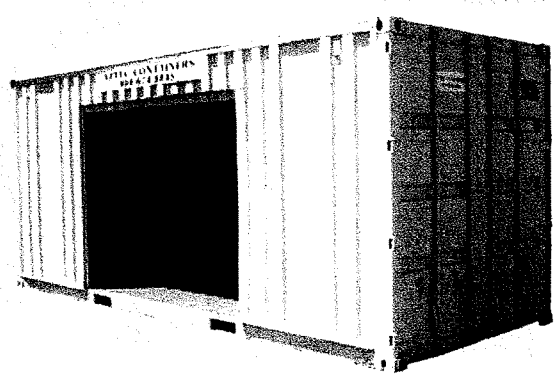
Our 20 Foot Steel Container with Cargo Door

OUTSIDE DIMENSIONS
20' x 8.5' x 8'

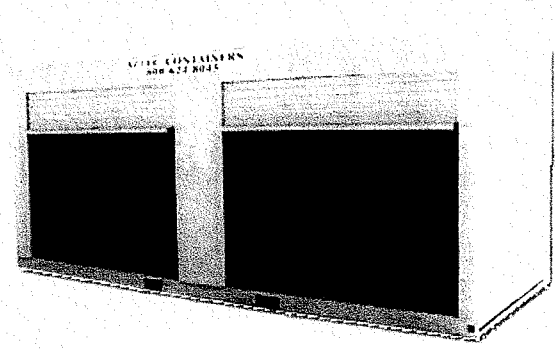
20 FT ROLL-UP DOOR

Our 20 Foot Steel Container with 6' or 8' Roll-Up Door

OUTSIDE DIMENSIONS
20' x 8.5' x 8'



20 FT ROLL-UP DOOR / SIDE ONLY



Our 20 Foot Steel Container with 6' or 8' Roll-Up Door (side only)

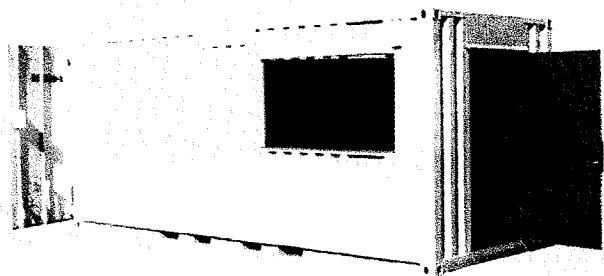
OUTSIDE DIMENSIONS
20' x 8.5' x 8'

20 FT CONCESSION

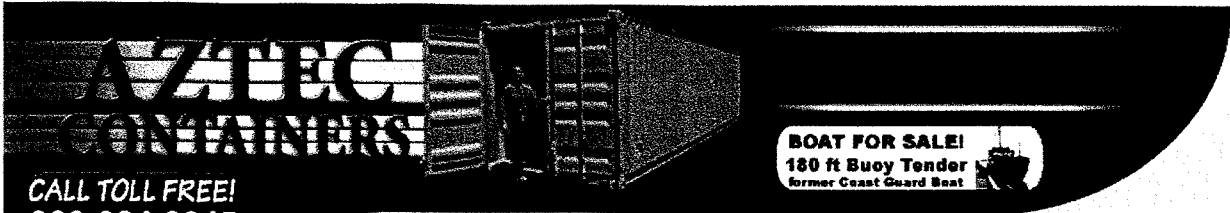
Ideal for School or Little League Concession Stand!

Our 20 Foot Steel Container with Cargo, Walk-In & 1/2 high Roll-Up Door with shelf

OUTSIDE DIMENSIONS
20' x 8.5' x 8'



Our containers are fabricated out of 14 gauge steel. Container frames are

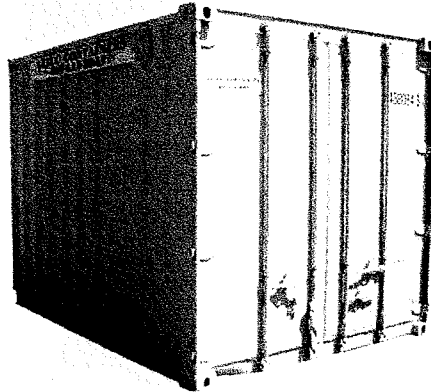


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180 ft Buoy Tender
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- 10 FT CONTAINERS
- 20 FT CONTAINERS
- 40 FT CONTAINERS
- REFRIGERATED CONTAINERS
- INSULATED CONTAINERS
- FLAGS & FLAG POLES
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10 FT CARGO DOOR



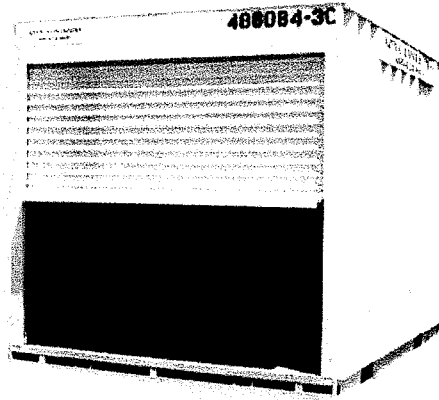
Our 10 Foot Steel Container with Cargo Door

OUTSIDE DIMENSIONS
10' x 8.5' x 8'

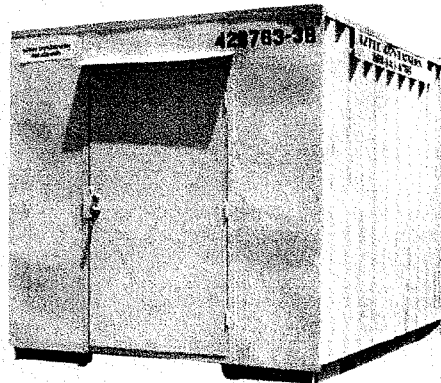
10 FT ROLL-UP DOOR

Our 10 Foot Steel Container with Roll-Up Door

OUTSIDE DIMENSIONS
10' x 8.5' x 8'



10 FT WALK-IN DOOR



Our 10 Foot Steel Container with Walk-In Door

OUTSIDE DIMENSIONS
10' x 8.5' x 8'

Our containers are fabricated out of 14 gauge steel. Container frames are made of minimal 6-8 gauge steel. Containers have approximately 1" hard wood floors which are treated.

2660 N Locust Ave
Rialto, CA 92377
Phone: 909-356-1690
Fax: 909-356-0232

mobile mini, inc.

Fax

To: Eileen Hogan **From:** Paula Fogel

Fax: (805)549-8704 **Date:** October 9, 2001

Phone: (805)549-8658 **Pages:**

Re: **Copy:**

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Please call me (800)727-8648 ext # 308 to schedule or with any questions.

Thank You

Paula Fogel

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WRITTEN OFF-SITE QUOTATION
(Storage at Mobile Mini Customer's location)

Individual : Eileen Hogan

Phone Number : (805)549-8658

Company Name : San Simeon Community Services Delivery Location : 111 Pico Avenue

City: San Simeon, Ca. 93452

Office Quotation
\$200.00 Refundable Security Deposit on All Offices
2 Month Minimum Rental Required

| Quantity | Office Size | Length of Term | Price/Period* | Delivery Cost |
|----------|--|----------------|---------------|-----------------|
| 1 | 8'x8' 6"x20' Open bay (nicer unit) | 2 months + | \$200+tax per | \$570/\$570 p/u |
| 1 | 8'x8' 6"x20' A/C Office more suitable for workshop | " " | \$110+tax per | " " |
| | | | | |
| | | | | |
| | | | | |

* (Prices are valid for thirty days from the date of this quote and are subject to Mobile Mini, Inc. terms and conditions of final contract.)
 Loss Limitation and Waiver (LLW), Will be waived with Certificate of Insurance naming Mobile Mini, Inc as additional insured. Mobile Mini, Inc LLW rate is 10% of monthly rental rate.

Quote Date: **October 9th, 2001**

Paula Fogel
Sales Representative

WRITTEN OFF-SITE QUOTATION
(Storage at Mobile Mini Customer's location)

Individual : Eileen Hogan

Phone Number : (805)549-8658

Company Name : San Simeon Community Services Delivery Location : 111 Pico Avenue

City: San Simeon, Ca. 93452

Storage Quotation

| Quantity | Storage Size | Length of Term | Price/Period* | Delivery Cost |
|----------|---|---|---|-----------------|
| 1 | 8'x8' 6" x20' | Monthly | \$65+tax per | \$550/\$550 p/u |
| | Rails & Brackets for shelving system | 4 Rails per side @ no charge 4 brackets per row w/3 rows = 12 brkts @ \$1.00 per brkt per mo | Rails & brackets @ no charge if rented for 13 months or longer | |
| | | | | |
| | | | | |
| | | | | |

* (Prices are valid for thirty days from the date of this quote and are subject to Mobile Mini, Inc. terms and conditions of final contract.)

Loss Limitation and Waiver (LLW), Will be waived with Certificate of Insurance naming Mobile Mini, Inc as additional insured. Mobile Mini, Inc LLW rate is 10% of monthly rental rate.

Quote Date: **October 9th, 2001**

Paula Fogel
Sales Representative

2660 N Locust Ave
Rialto, CA 92377
Phone: 909-356-1690
Fax: 909-356-0232

mobile mini, inc.

Fax

To: Eileen Hogan **From:** Paula Fogel
Fax: (805)549-8704 **Date:** October 9, 2001
Phone: (805)549-8658 **Pages:**
Re: **Copy:**

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•Comments:

The office quote will follow

(800)727-8648 ext # 308

Thanks Paula

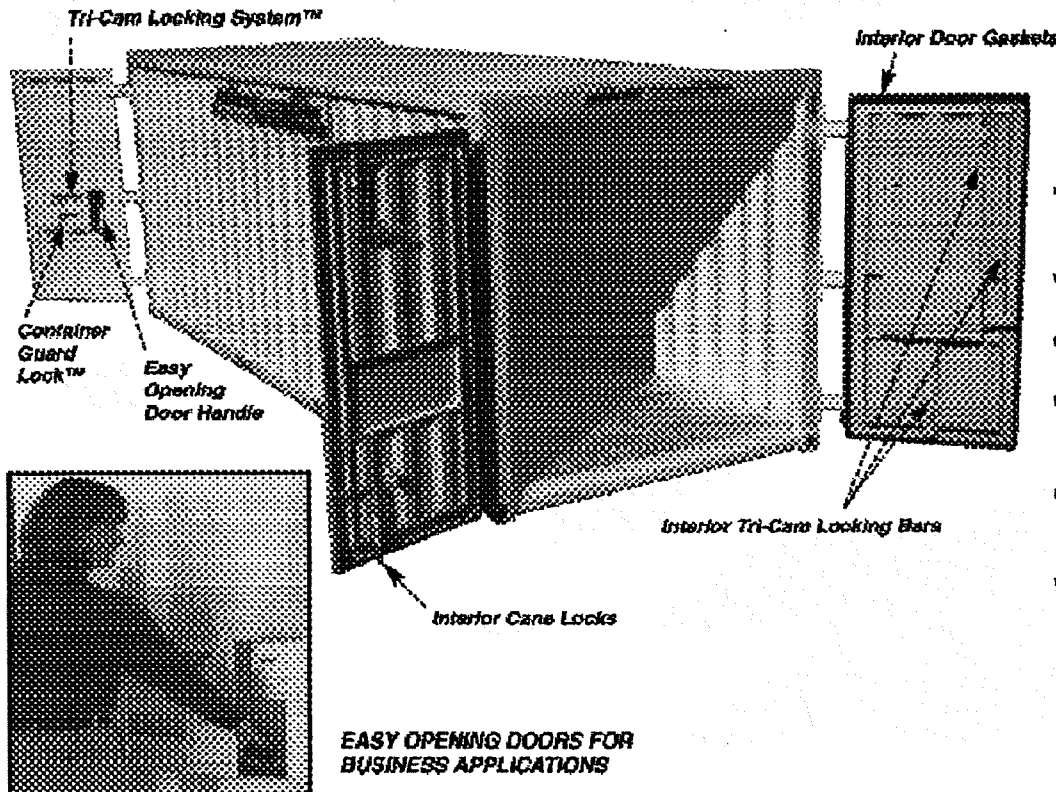
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TWO LEVELS OF ACCESS ONE LEVEL OF SECURITY

PREMIUM DOORS

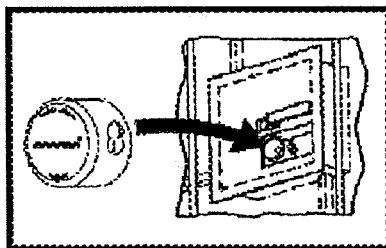
With Our Premium Tri-Cam Lock Locking System™



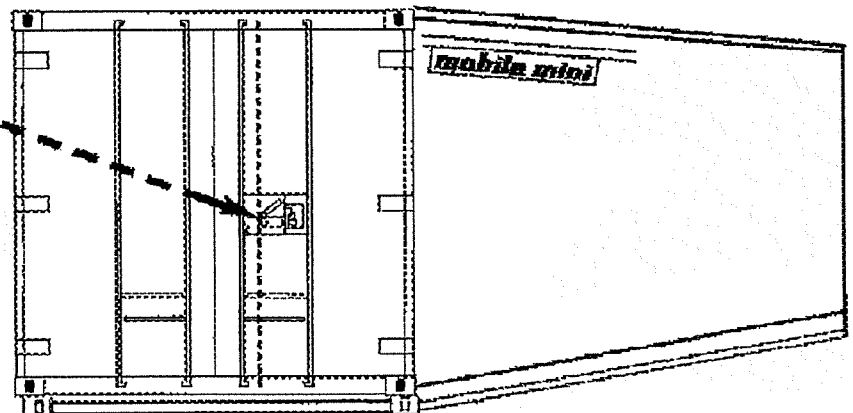
- ✓ Designed for frequent access and high security
- ✓ One hand ease of operation
- ✓ No bending or stooping
- ✓ Virtually vandal proof with 3 locking bars
- ✓ Patented security locking system
- ✓ Utilizes Mobile Mini's exclusive high security ContainerGuard Lock™ (patent pending)

STANDARD DOORS

With Our Recessed Tri-Cam Locking System™



- ✓ Ideal for infrequent access but high security storage
- ✓ ContainerGuard Lock™
- ✓ Exclusive Tri-Cam Locking System™
- ✓ Proven secure for over 15 years



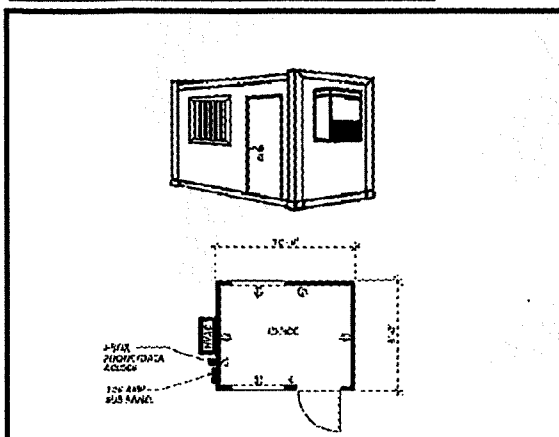
mobile mini, inc.
The Storage & Office Solution Specialists!

800-950-6464

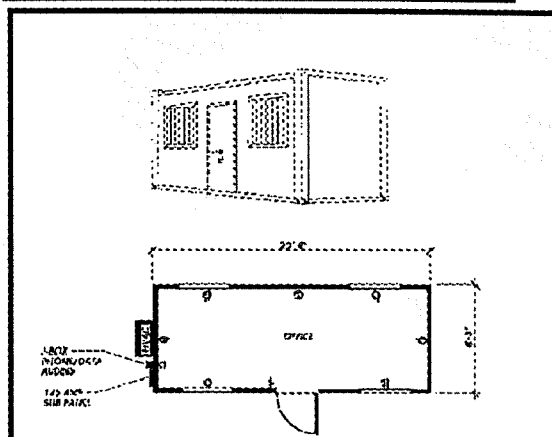
www.mobilemini.com

SECURITY OFFICES

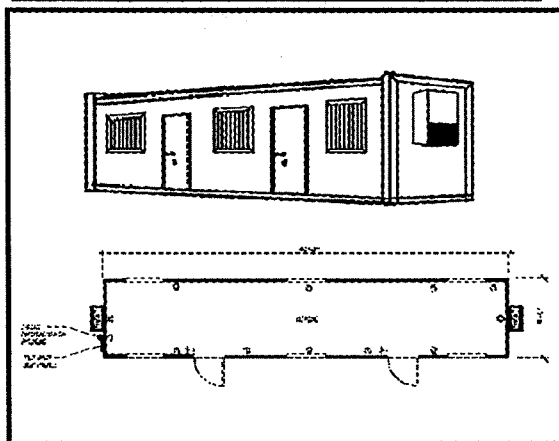
8' x 10' SECURITY OFFICE-OPEN BAY



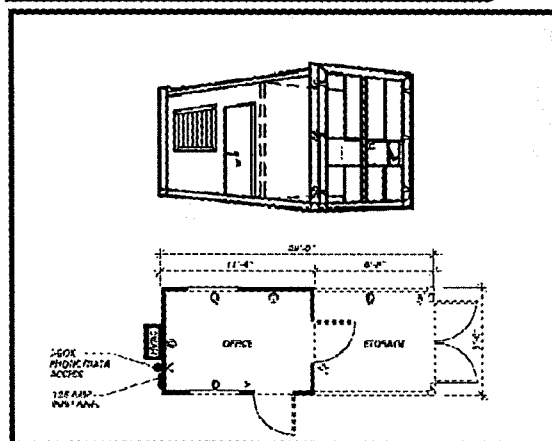
8' x 20' SECURITY OFFICE-OPEN BAY



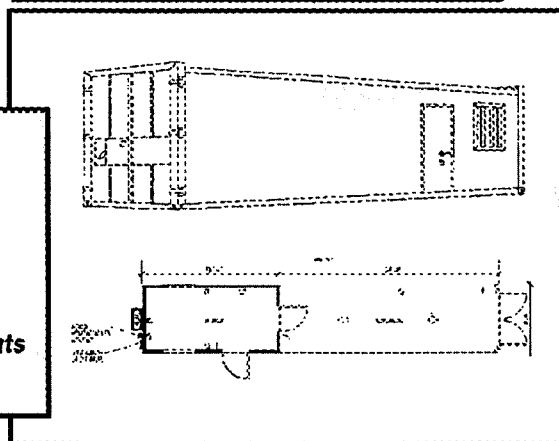
8' x 40' SECURITY OFFICE-OPEN BAY



8' x 20' OFFICE/STORAGE COMBO



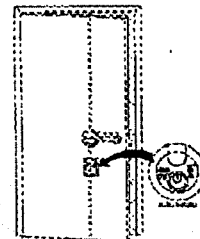
8' x 40' OFFICE/STORAGE COMBO



HIGH SECURITY DOOR SYSTEM

The most secure door in the industry:

- 3-point interior locking system
- D-ring plus discus lock adds extra level of security
- MMI patented bolt lock technology
- Easy open



Options:

- HVAC
- Plumbing
- Carpet / Tile
- Interior Buildouts

Standard Features Include:

- Drywall Textured Ceiling and Walls
- Exterior Security Bars
- Vinyl Tile Floors
- Fluorescent Lighting
- Mini Blinds
- Exterior Phone/Data Access
- MMI High Security Door w/ 3point Interior Locking System
- Vertical Slider Windows w/ Screens
- Hydraulic Door Closures

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www.mobilemini.com

Company or Individual _____
Address _____ City _____ State _____ Zip _____
Billing Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____

Sales Tax Permit _____ Federal ID _____

Corporation _____ Partnership _____ Proprietorship _____ ***Individual _____ ***

If Contractor, License # _____

Individual Placing Order _____

Bank _____ Account # _____

Address _____ City _____ State _____

Telephone # _____ Officer Name _____

CREDIT REFERENCES

Name _____ Name _____ Name _____

Address _____ Address _____ Address _____

City, State _____ City, State _____ City, State _____

Telephone _____ Telephone _____ Telephone _____

*** INDIVIDUALS

Employer _____ Address _____

Position _____ How Long _____ Telephone _____

Social Security # _____ Drivers License # _____

Landlord or Mortgage Co _____ Rent or Buy ? _____ Telephone _____

The above information is represented to be true and correct and is provided to the company in order to extend credit to the applicant. The company is hereby authorized to contact and make appropriate inquiry to available sources, references and banks listed above. It is understood that any information provided or obtained as a result of this Application For Credit will be kept confidential and will be used only to evaluate the Applicant's credit worthiness. The applicant agrees to pay any and all accounts according to the terms as listed on the invoice or contract. In the event no terms are listed then the applicant agrees to pay the account or charges within 10 days of presentation of any invoice or billing. It is further understood and agreed that if amounts owed are not paid when due that the applicant will pay all of sellers costs of collection, reasonable attorney fees, court costs and an interest charge of 18% per year calculated on a daily basis from the due date of any charges or amount owing. It is agreed that in the event of litigation that the venue will remain in Maricopa County Arizona.

Signed _____ Title _____

SALES/LEASE INFORMATION [] 24 HOURS [] SAME DAY [] 4 HOUR RUSH*

LEASE
Mo. Rent _____
No of Months _____
Pick Up _____
Delivery _____
Sec Dep. _____
Credit Limit Requested _____

EXISTING CUSTOMER _____
Sales Rep _____
Term _____
Purchase Order:
Yes [] No []

SALE
Amount _____
Down _____
Balance _____

EQUIPMENT TYPE
Std Container _____
Custom Container _____
Security Office _____
Mobile Office _____
LLW Yes [] No []
If Mobile Office:
Tie Downs Yes [] No []

CREDIT DEPARTMENT ONLY

Credit approval # _____

Signed _____ Date _____

Comments _____

*Reason for Rush _____

Tie Down Required Yes [] No []

Property Damage Insurance Certificate Required Prior to Delivery _____

General Liability Insurance Certificate Required Prior to Delivery _____

Fax or Mail To:

mobile mini, inc.

Credit Department

2660 N. Locust Ave

Rialto, CA 92377

Tel: 909-356-1690

Fax: 909-356-0232

Commercial Storage

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Optional

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Why Rent From Mobile Mini?

- ✔ Convenience - storage where you want it, when you want it
- ✔ Security - patented locking system
- ✔ Less expensive than traditional mini storage
- ✔ Two choices of high security doors
- ✔ Appearance - painted light beige
- ✔ Extensive inventory of sizes, each delivered clean and ready to use
- ✔ Large selection of storage containers, office units and trailers
- ✔ Quick response ensures delivery when you need it
- ✔ Customer satisfaction guarantee
- ✔ Mobile Mini provides local customer service for both sales and delivery
- ✔ All steel, high security design
- ✔ Convenient ground level access
- ✔ Delivered to your business or jobsite
- ✔ New or used - direct from the manufacturer
- ✔ Rent, buy or finance
- ✔ No tie downs or skirting

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To reach your nearest Mobile Mini sales office, call:

1-800-950-6464

or check our [locations](#) to find a Mobile Mini sales office near you.

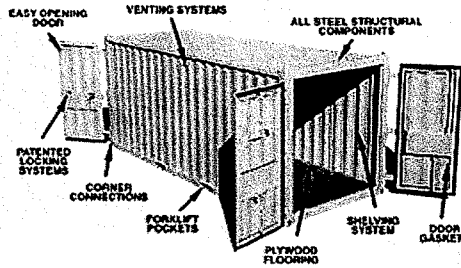
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sales@mobilemini.com

Commercial Storage

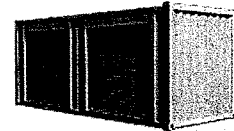
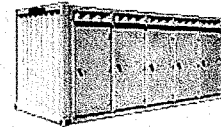
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- [Door Options](#)
- Products:
 - [Storage Units](#)
 - [10' Wide Units](#)
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 - [Record Storage](#)
 - [Trailer Units](#)
- Optional
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Custom Design Units

Optional lease or sale modifications include...



- [Direct from the manufacturer](#)
- Any width, length or height
- Custom colors
- Forklift pockets
- Vents or wind turbines
- Upgraded flooring
- Undercoating
- Shelving
- Windows and partitions
- Stacking blocks and lifting connectors
- Swingout or rollup doors, side or end mounted
- Electrical outlets, lights and plumbing
- Air conditioning and heating
- Interior buildout, studding & drywall
- Carpet or tile floor



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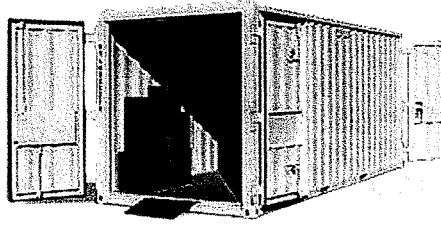
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Rent,
buy or
lease
purchase
from the
largest



portable storage leasing company in the nation, serving over 36,000 customers nationwide. Since we have the broadest product offering in our industry, we have the storage solution to fit your exact portable storage requirements. Anything from a standard container, to a record storage unit, to a 10' wide storage unit, to units with doors on both ends or sides. Our reputation is built around providing well maintained secure storage units since 1983. All of our units are constructed of heavy duty steel and include our high security patented locking systems on all doors.



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Exclusive Internet Offers!**

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sales@mobilemini.com

2660 N Locust Ave
Rialto, CA 92377
Phone:909-356-1690
Fax: 909-356-0232

mobile mini, inc.

Fax

To: Eileen Hogan **From:** Paula Fogel

Fax: (805)549-8704 **Date:** October 9, 2001

Phone: (805)549-8658 **Pages:**

Re: **Copy:**

Urgent **For Review** **Please Comment** **Please Reply** **Please Recycle**

•Comments:

First time delivery to 1st time customers is COD, either cash or check upon delivery. Or pre-pay with credit card via phone the business day prior to delivery. Monthly billing will commence thereafter. It is Mobile Mini policy to require a completed credit app prior to delivery. If it is your policy to work from a Purchase Order we will comply.

Please call me (800)727-8648 ext # 308 to schedule or with any questions.

Thank You

Paula Fogel

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WRITTEN OFF-SITE QUOTATION
(Storage at Mobile Mini Customer's location)

Individual : Eileen Hogan

Phone Number : (805)549-8658

Company Name : San Simeon Community Services Delivery Location : 111 Pico Avenue

City: San Simeon, Ca. 93452

Office Quotation
\$200.00 Refundable Security Deposit on All Offices
2 Month Minimum Rental Required

| Quantity | Office Size | Length of Term | Price/Period* | Delivery Cost |
|----------|--|----------------|---------------|-----------------|
| 1 | 8'x8' 6"x20' Open bay (nicer unit) | 2 months + | \$200+tax per | \$570/\$570 p/u |
| 1 | 8'x8' 6"x20' A/C Office more suitable for workshop | " " | \$110+tax per | " " |
| | | | | |
| | | | | |
| | | | | |

*(Prices are valid for thirty days from the date of this quote and are subject to Mobile Mini, Inc. terms and conditions of final contract.)
 Loss Limitation and Waiver (LLW), Will be waived with Certificate of Insurance naming Mobile Mini, Inc as additional insured. Mobile Mini, Inc LLW rate is 10% of monthly rental rate.

Quote Date: **October 9th, 2001**

Paula Fogel
Sales Representative

WRITTEN OFF-SITE QUOTATION
(Storage at Mobile Mini Customer's location)

Individual : Eileen Hogan

Phone Number : (805)549-8658

Company Name : San Simeon Community Services Delivery Location : 111
Pico Avenue

City: San Simeon, Ca. 93452

Storage Quotation

| Quantity | Storage Size | Length of Term | Price/Period* | Delivery Cost |
|----------|---|---|---|-----------------|
| 1 | 8'x8' 6" x20' | Monthly | \$65+tax per | \$550/\$550 p/u |
| | Rails & Brackets for shelving system | 4 Rails per side @ no charge 4 brackets per row w/3 rows = 12 brkts @ \$1.00 per brkt per mo | Rails & brackets @ no charge if rented for 13 months or longer | |
| | | | | |
| | | | | |
| | | | | |

*(Prices are valid for thirty days from the date of this quote and are subject to Mobile Mini, Inc. terms and conditions of final contract.)

Loss Limitation and Waiver (LLW), Will be waived with Certificate of Insurance naming Mobile Mini, Inc as additional insured. Mobile Mini, Inc LLW rate is 10% of monthly rental rate.

Quote Date: October 9th, 2001

Paula Fogel
Sales Representative

2660 N Locust Ave
Rialto, CA 92377
Phone:909-356-1690
Fax: 909-356-0232



Fax

| | |
|-----------------------------|------------------------------|
| To: Eileen Hogan | From: Paula Fogel |
| Fax: (805)549-8704 | Date: October 9, 2001 |
| Phone: (805)549-8658 | Pages: |
| Re: | Copy: |

Urgent **For Review** **Please Comment** **Please Reply** **Please Recycle**

•Comments:

The office quote will follow

(800)727-8648 ext # 308

Thanks Paula

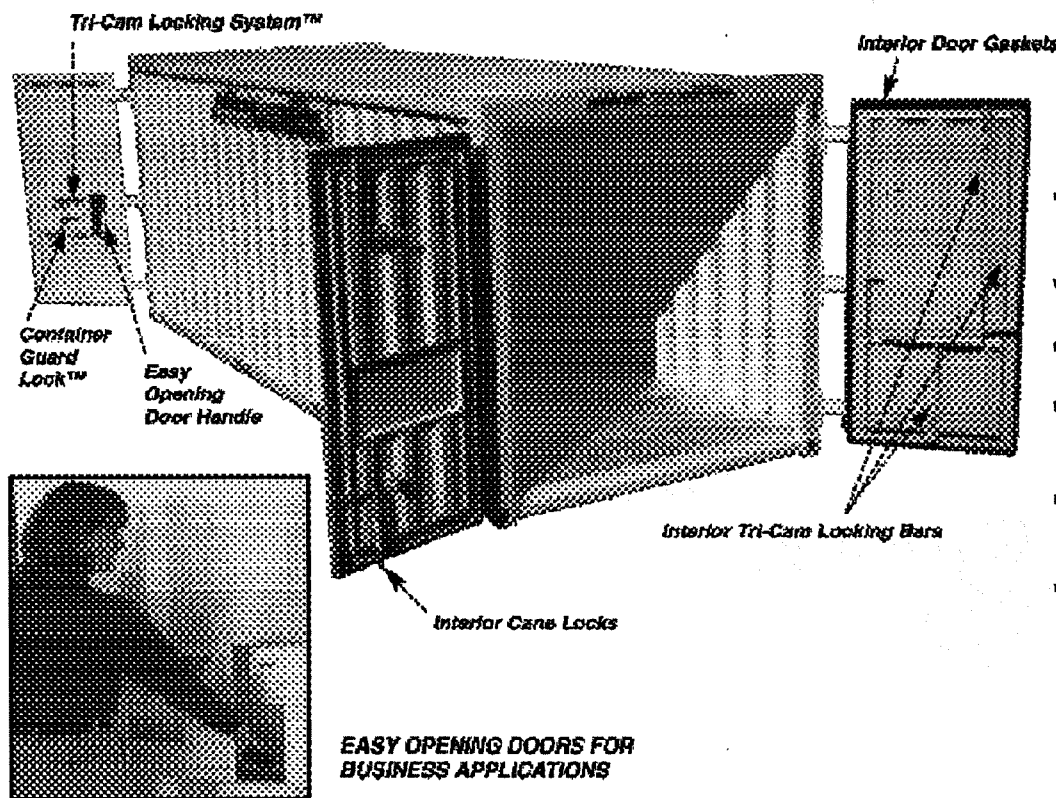
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TWO LEVELS OF ACCESS ONE LEVEL OF SECURITY

PREMIUM DOORS

With Our Premium Tri-Cam Lock Locking System™

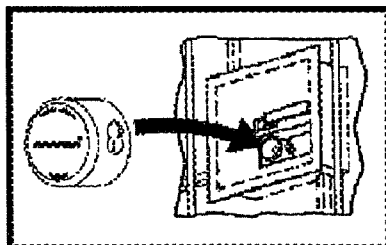


- ✓ Designed for frequent access and high security
- ✓ One hand ease of operation
- ✓ No bending or stooping
- ✓ Virtually vandal proof with 3 locking bars
- ✓ Patented security locking system
- ✓ Utilizes Mobile Mini's exclusive high security ContainerGuard Lock™ (patent pending)

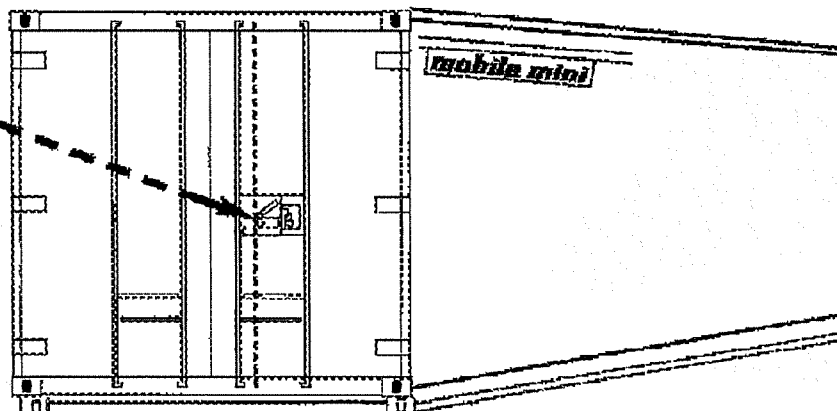
EASY OPENING DOORS FOR BUSINESS APPLICATIONS

STANDARD DOORS

With Our Recessed Tri-Cam Locking System™



- ✓ Ideal for infrequent access but high security storage
- ✓ ContainerGuard Lock™
- ✓ Exclusive Tri-Cam Locking System™
- ✓ Proven secure for over 15 years



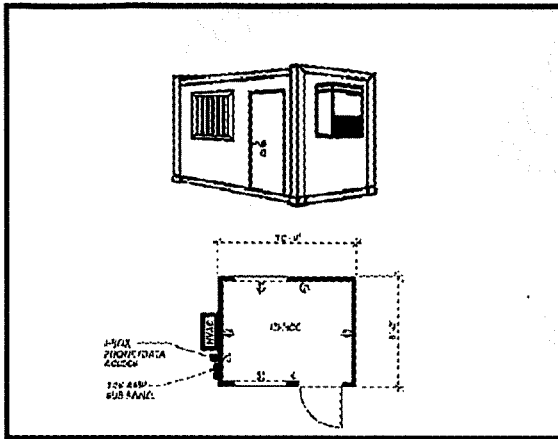
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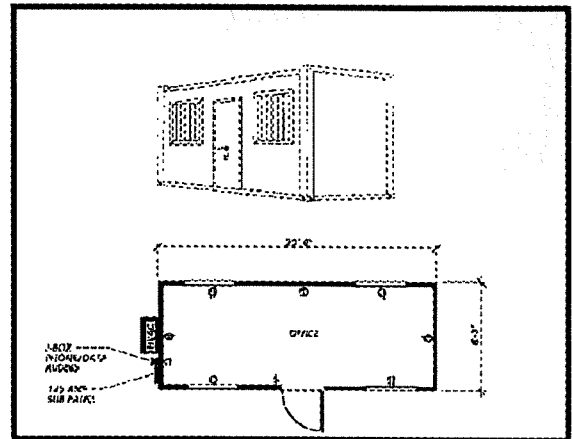
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SECURITY OFFICES

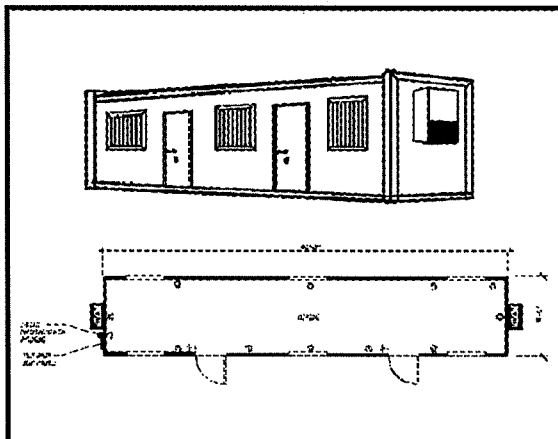
8' x 10' SECURITY OFFICE-OPEN BAY



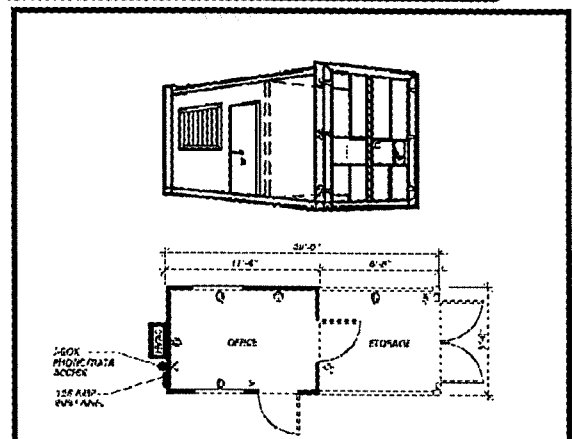
8' x 20' SECURITY OFFICE-OPEN BAY



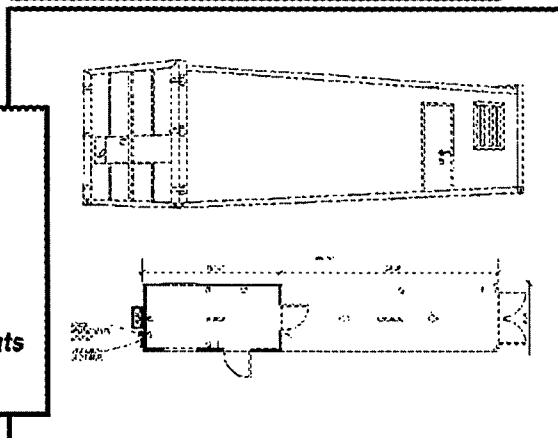
8' x 40' SECURITY OFFICE-OPEN BAY



8' x 20' OFFICE/STORAGE COMBO



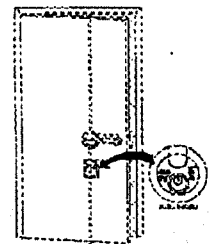
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- Mini Blinds
- Exterior Phone/Data Access
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- Vertical Slider Windows w/ Screens
- Hydraulic Door Closures

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mobile mini, inc. **FIRST TIME DELIVERY IS COD UNLESS OTHERWISE ARRANGED* CREDIT APPLICATION**

Company or Individual _____
 Address _____ City _____ State _____ Zip _____
 Billing Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____
 Sales Tax Permit _____ Federal ID _____
 Corporation _____ Partnership _____ Proprietorship _____ ***Individual _____ ***
 If Contractor, License # _____
 Individual Placing Order _____
 Bank _____ Account # _____
 Address _____ City _____ State _____
 Telephone # _____ Officer Name _____

CREDIT REFERENCES

| | | |
|-------------------|-------------------|-------------------|
| Name _____ | Name _____ | Name _____ |
| Address _____ | Address _____ | Address _____ |
| City, State _____ | City, State _____ | City, State _____ |
| Telephone _____ | Telephone _____ | Telephone _____ |

***** INDIVIDUALS**

Employer _____ Address _____
 Position _____ How Long _____ Telephone _____
 Social Security # _____ Drivers License # _____
 Landlord or Mortgage Co _____ Rent or Buy ? _____ Telephone _____

Above information is represented to be true and correct and is provided to the company in order to extend credit to the applicant. The company is hereby authorized to contact and make appropriate inquiry available sources, references and banks listed above. It is understood that any information provided or obtained as a result of this Application For Credit will be kept confidential and will be used only to evaluate the Applicant's credit worthiness. The applicant agrees to pay any and all accounts according to the terms as listed on the invoice or contract. In the event no terms are listed then the applicant agrees to pay the account or charges within 10 days of presentation of any invoice or billing. It is further understood and agreed that if amounts owed are not paid when due that the applicant will pay all of sellers costs of collection, reasonable attorney fees, court costs and an interest charge of 18% per year calculated on a daily basis from the due date of any charges or amount owing. It is agreed that in the event of litigation that the venue will remain in Maricopa County Arizona.

Signed _____ Title _____

SALES/LEASE INFORMATION 24 HOURS SAME DAY 4 HOUR RUSH*

| | | | |
|------------------------------|--|---------------|--|
| LEASE | EXISTING CUSTOMER | SALE | EQUIPMENT TYPE |
| Mo. Rent _____ | Sales Rep _____ | Amount _____ | Std Container _____ |
| No of Months _____ | Term _____ | Down _____ | Custom Container _____ |
| Pick Up _____ | Purchase Order: | Balance _____ | Security Office _____ |
| Delivery _____ | Yes <input type="checkbox"/> No <input type="checkbox"/> | | Mobile Office _____ |
| Sec Dep. _____ | | | LLW Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Credit Limit Requested _____ | | | If Mobile Office: |
| | | | Tie Downs Yes <input type="checkbox"/> No <input type="checkbox"/> |

CREDIT DEPARTMENT ONLY

| | |
|--|--------------------------|
| Credit approval # _____ | Fax or Mail To: |
| Signed _____ Date _____ | mobile mini, inc. |
| Comments _____ | Credit Department |
| *Reason for Rush _____ | 2660 N. Locust Ave |
| | Rialto, CA 92377 |
| Tie Down Required Yes <input type="checkbox"/> No <input type="checkbox"/> | Tel: 909-356-1690 |
| Property Damage Insurance Certificate Required Prior to Delivery _____ | Fax: 909-356-0232 |
| General Liability Insurance Certificate Required Prior to Delivery _____ | |

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- ✔ Security - patented locking system
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- ✔ Two choices of high security doors
- ✔ Appearance - painted light beige
- ✔ Extensive inventory of sizes, each delivered clean and ready to use
- ✔ Large selection of storage containers, office units and trailers
- ✔ Quick response ensures delivery when you need it
- ✔ Customer satisfaction guarantee
- ✔ Mobile Mini provides local customer service for both sales and delivery
- ✔ All steel, high security design
- ✔ Convenient ground level access
- ✔ Delivered to your business or jobsite
- ✔ New or used - direct from the manufacturer
- ✔ Rent, buy or finance
- ✔ No tie downs or skirting

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The Storage & Office Solution Specialists

To reach your nearest Mobile Mini sales office, call:

1-800-950-6464

or check our [locations](#) to find a Mobile Mini sales office near you.

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sales@mobilemini.com

Commercial Storage

[Home Page](#)
[Why Rent From Us?](#)

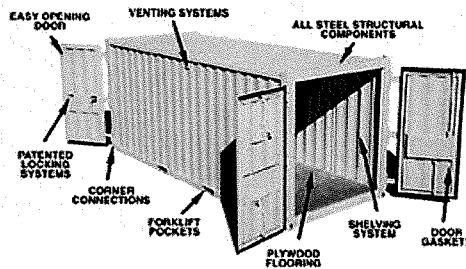
[Applications](#)
[Security Systems](#)
[Door Options](#)

Products:
[Storage Units](#)
[10' Wide Units](#)
[Custom Units](#)
[Record Storage](#)
[Trailer Units](#)

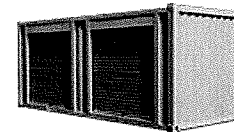
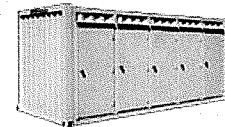
[Optional Equipment](#)
[Services](#)
[Request Quote](#)
[Place Order](#)
[Internet Offer](#)
[Contact Us](#)

Custom Design Units

Optional lease or sale modifications include...



- [Direct from the manufacturer](#)
- Any width, length or height
- Custom colors
- Forklift pockets
- Vents or wind turbines
- Upgraded flooring
- Undercoating
- Shelving
- Windows and partitions
- Stacking blocks and lifting connectors
- Swingout or rollup doors, side or end mounted
- Electrical outlets, lights and plumbing
- Air conditioning and heating
- Interior buildout, studding & drywall
- Carpet or tile floor



[Back to top](#) ↗

The Storage & Office Solution Specialists

To reach your nearest Mobile Mini sales office, call:

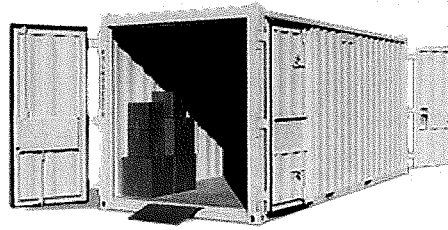
1-800-950-6464

or check our [locations](#) to find a Mobile Mini sales office near you.

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sales@mobilemini.com

Commercial Storage

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Rent, buy or lease purchase from the largest portable storage leasing company in the nation, serving over 36,000 customers nationwide. Since we have the broadest product offering in our industry, we have the storage solution to fit your exact portable storage requirements. Anything from a standard container, to a record storage unit, to a 10' wide storage unit, to units with doors on both ends or sides. Our reputation is built around providing well maintained secure storage units since 1983. All of our units are constructed of heavy duty steel and include our high security patented locking systems on all doors.



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The Storage & Office Solution Specialists

To reach your nearest Mobile Mini sales office, call:

1-800-950-6464

or check our [locations](#) to find a Mobile Mini sales office near you.

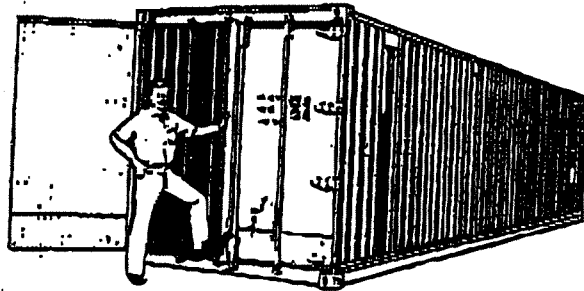
© 2000 Mobile Mini, Inc. All patent and proprietary rights reserved.

sales@mobilemini.com

FAX COVER SHEET

AZTEC TECHNOLOGY CORP.

2600 S. SANTA FE AVE.
VISTA, CA 92084
PHONE (760)727-0533
FAX (760)727-5528



| | |
|--|--------------------------------|
| SEND TO Company name San Simeon Community Services | From ARNOLD GITLIN |
| Attention EILEEN | Date 10/9/01 |
| Phone number 805-549-8658 | Office location VISTA, CA |
| Fax number 805-549-8704 | Phone number 1(800)624-8045 |

Urgent Reply ASAP Please comment Please review For your information

Total pages, including cover. 2

Comments

RE: CONCESSION STAND 8'x20'

RENTAL: \$350 PER MO WITH 3 MONTH MINIMUM
ONE TIME DELIVERY CHARGE OF \$595

PURCHASE: \$3295 + DELIVERY OF \$495.

14 GAUGE STEEL - HARD WOOD FLOORS -

BUILT ON 6" STEEL I BEAM WITH 3 INCH

I-BEAMS EVERY 10 TO 16 INCHES ON 8 FT WIDTH.

1/2 HIGH ROLL UP WINDOW - DOUBLE DOORS ONE END

WALK IN DOOR - FRESHLY PAINTED GRAY OR BEIGE

The Solution to Your Storage Problems Used Ocean Cargo Containers

The international trade industry invested millions of dollars to design a cargo/storage container capable of protecting valuable merchandise from theft, damage, and weather in transit. You can now buy a high-tec container for a fraction of its original cost. There is nothing else like it!

Virtually Vandal Proof

**RENT
OR
BUY**

SPECIFICATIONS

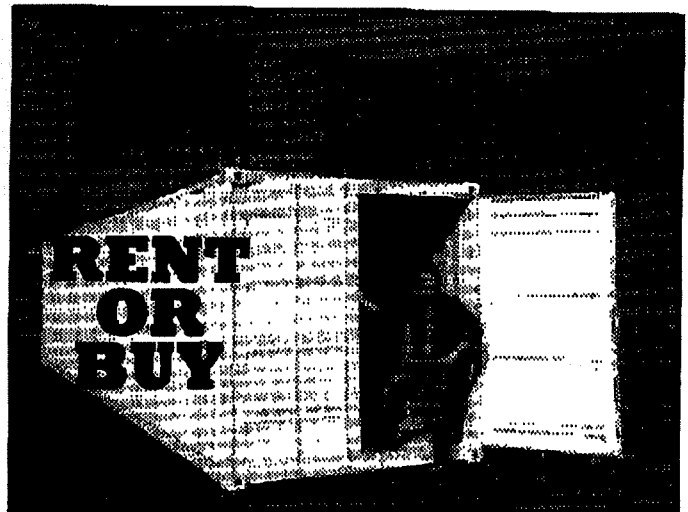
| Storage Container 20 Foot | Storage Container 40 Foot |
|--|--|
| Dimensions: Length: 20' Width: 8' Height: 8½' Weight: 4,900 Lbs. | Dimensions: Length: 40' Width: 8' Height: 8½' Weight: 7,800 Lbs. |

**Also Available
10' X 8½' X 8'**

**AND NOW OUR
BIGGEST CONTAINER EVER
48' X 9½' X 8½'**

**AZTEC TECHNOLOGY CORP.
Serving Continental U.S.A.**

**CALL TOLL FREE
1-800-624-8045**



**Instant Building On Your Lot
We Can Deliver and Place On Ground.
Use It Immediately.**

**CALL FOR QUOTES
DRY CARGO CONTAINERS**
Used / New - also known as Milvans

Approximate size - 40' X 8½' X 8'
320 square feet

Approximate size 20' X 8½' X 8'
160 square feet

Also Available 10' X 8½' X 8'
48' X 9½' X 8½'

Containers are fabricated out of 14 gauge steel. Frame is made out of minimal 6-8 gauge steel. Doors located at rear with hinges and 4 knuckle locking bars with hasps. Made to use for padlock devices.

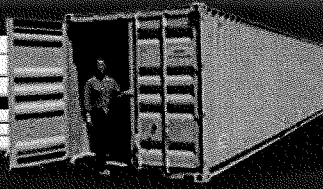
Containers have approximately 1" hardwood floors which are treated against insects and rodents.

Containers can be lifted by crane or fork lift by going underneath container.

**Insulated and Refrigerated
Units available**

Used - Refrigerated Units
Refrigerated containers are ideal for any cold storage application (temporary or permanent, in-plant or outdoors).
230Volt - 3 Phase - 3½" Insulated Walls.

AZTEC CONTAINERS



BOAT FOR SALE!
180 ft Buoy Tender
former Coast Guard Boat

CALL TOLL FREE!
800-624-8045

HOME

10 FT
CONTAINERS

20 FT
CONTAINERS

40 FT
CONTAINERS

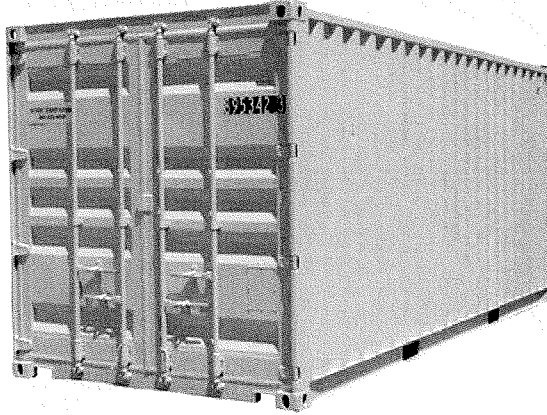
REFRIGERATED
CONTAINERS

INSULATED
CONTAINERS

FLAGS &
FLAG POLES

CONTACT
US

20 FT CARGO DOOR



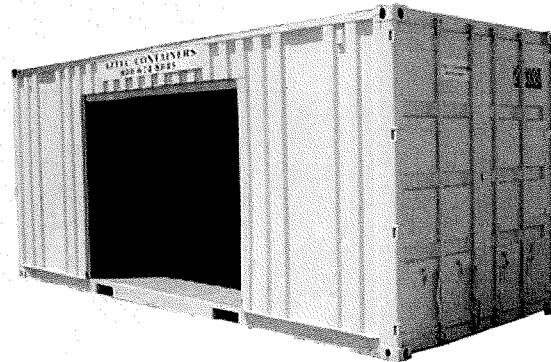
**Our 20 Foot
Steel Container
with Cargo Door**

OUTSIDE DIMENSIONS
20' x 8.5' x 8'

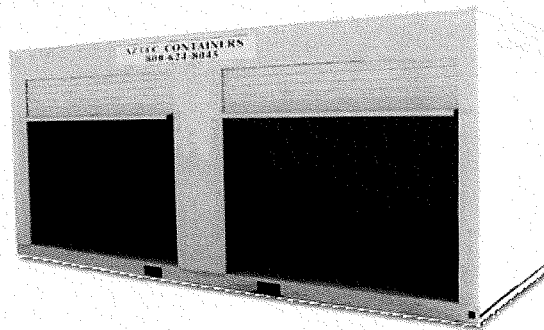
20 FT ROLL-UP DOOR

**Our 20 Foot
Steel Container with
6' or 8' Roll-Up Door**

OUTSIDE DIMENSIONS
20' x 8.5' x 8'



20 FT ROLL-UP DOOR / SIDE ONLY



**Our 20 Foot
Steel Container with
6' or 8' Roll-Up Door
(side only)**

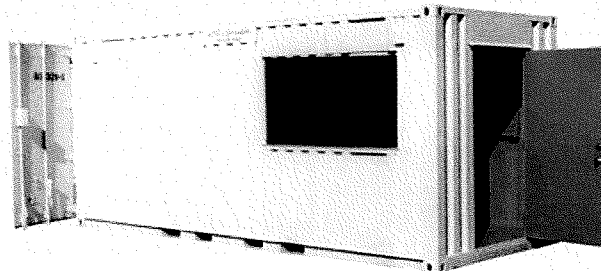
OUTSIDE DIMENSIONS
20' x 8.5' x 8'

20 FT CONCESSION

Ideal for School or Little League Concession Stand!

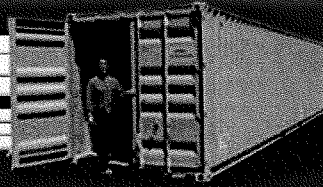
**Our 20 Foot Steel
Container with
Cargo, Walk-In &
1/2 high Roll-Up
Door with shelf**

OUTSIDE DIMENSIONS
20' x 8.5' x 8'



Our containers are fabricated out of 14 gauge steel. Container frames are

AZTEC CONTAINERS



BOAT FOR SALE!
180 ft Buoy Tender
former Coast Guard Boat



CALL TOLL FREE!
800-624-8045

HOME

10 FT
CONTAINERS

20 FT
CONTAINERS

40 FT
CONTAINERS

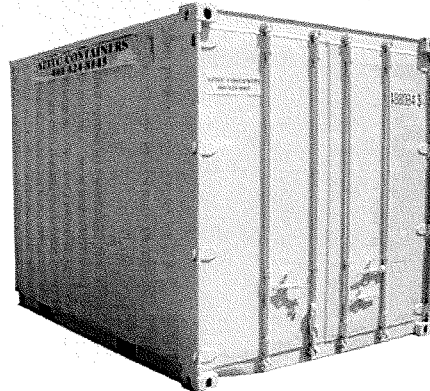
REFRIGERATED
CONTAINERS

INSULATED
CONTAINERS

FLAGS &
FLAG POLES

CONTACT
US

10 FT CARGO DOOR



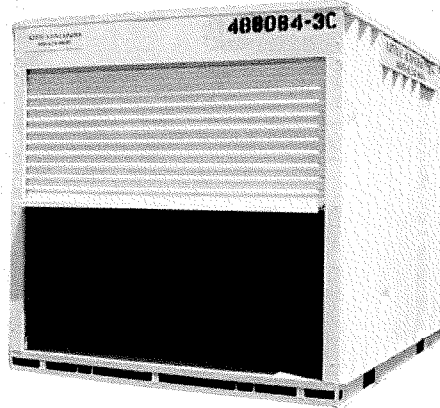
**Our 10 Foot
Steel Container
with Cargo Door**

OUTSIDE DIMENSIONS
10' x 8.5' x 8'

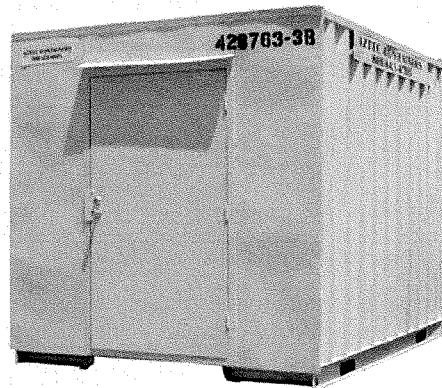
10 FT ROLL-UP DOOR

**Our 10 Foot
Steel Container
with Roll-Up Door**

OUTSIDE DIMENSIONS
10' x 8.5' x 8'



10 FT WALK-IN DOOR



**Our 10 Foot
Steel Container
with Walk-In Door**

OUTSIDE DIMENSIONS
10' x 8.5' x 8'

Our containers are fabricated out of 14 gauge steel. Container frames are made of minimal 6-8 gauge steel. Containers have approximately 1" hard wood floors which are treated.

State Water Resources Control Board

Arthur G. Baggett, Jr., Chairman

Division of Clean Water Programs

1001 I Street • Sacramento, California • (916) 341-5642 • FAX: (916) 341-5707
Mailing Address: P.O. Box 944212 • Sacramento, California • 94244-2120
Internet Address: <http://www.swrcb.ca.gov> email: blairr@cwpc.swrcb.ca.gov



Gray Davis
Governor

W. H. Hickox
Secretary for
Environmental
Protection

October 5, 2001

??? ???

Chairman of the Board
San Simeon Community Serv Dist
Route 1, Box S-17
San Simeon, CA 93452

INFORMATION REQUEST FOR PUBLIC AGENCIES INVOLVED IN COLLECTION, TRANSPORT, TREATMENT OR DISPOSAL OF SEWAGE

Once again it's time for the annual update of sewer rates and connection (capacity) fees. I hope you found the FY 2000-01 summary report useful. Last year approximately 89 percent of the forms were returned. A copy of our "Wastewater User Charge Survey Summary" for FY 2001-02 will be mailed, to the name and address on the form that you return, as soon as it's printed in early May 2002.

Please take time to complete the enclosed form and fax it to (916) 341-5707 or mail it to the address at the bottom of the form. Please return this form, if possible, by December 31, 2001. Data submitted as late as March 31, 2002, will still make it into the report. However, data received after April 1, 2002, may not get entered in time for this year's update of the "Wastewater User Charge Survey Summary".

Your agency's name, address, appropriate service area(s), and your name and phone number are preprinted on the form from last year's data. Please make corrections as necessary to the preprinted data, enter current data in the appropriate blanks on the form, and return the form.

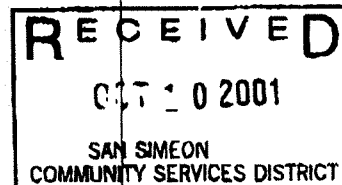
If your agency charges residential wastewater users a variable charge based on metered water use and you know what the "average" charge is for single family homes, please enter the average charge in the appropriate blank of Question No. 5.

If you have any questions concerning this letter, the enclosed form, or wastewater user charge systems, please call me at (916) 341-5642. Thank you for returning the questionnaire and participating in this year's survey.

Sincerely,

Ronald R. Blair
Revenue Program Specialist

| | | | | | |
|--------------------|--------|---------|----------|------------|---|
| Facsimile Fax Note | 7671 | Date | 10/10/01 | # of pages | 2 |
| To | Eileen | From | Kim | | |
| Co./Dept. | | Co. | | | |
| Phone # | | Phone # | | | |
| Fax # | | Fax # | | | |



STATE WATER RESOURCES CONTROL BOARD
2001-02 Survey for Wastewater Collection, Transport, and/or Treatment Agencies

Agency: San Simeon Community Serv Dist

Survey I. D. No. 0540060

Service Area: San Simeon Acres

Phone: (805)927-4778

Contact: ??? ???

Title: Chairman of the Board

Address: Route 1, Box S-17, San Simeon, CA 93452

1. Wastewater facilities your agency is responsible for collection treatment interceptor disposal
(check all that apply)

2. Our records indicate your wastewater receives treatment by: San Simeon Community Serv Dist

3. Is BOD, COD and/or SS loading considered when setting rates? YES NO

4. Method of charging single family residential user:

Flat Rate Variable rate based on water consumption Other (specify) _____

5. Current (FY 2001-02) wastewater user fees (include additional regional treatment fees, if appropriate):

Single family residence: \$ _____ per (check one) monthly bimonthly annual
Multiple family (per unit): \$ _____ per (check one) monthly bimonthly annual
Mobile homes (per unit): \$ _____ per (check one) monthly bimonthly annual

6. User fees are billed directly an assessment on tax rolls ad valorem taxes

7. Is wastewater debt service (bonds, loans, COP's etc.) included in the user fee? YES NO No debt

8. Agency's wastewater operation and maintenance budget for FY 2001-02 is \$ _____

9. Connection (or capacity) fees for an average new single family dwelling are \$ _____

10. Are connection fees placed in a dedicated capital expansion (or replacement) fund? YES NO

11. Approximate population receiving wastewater service from this facility?

under 1,000 1,000-9,999 10,000-49,999 50,000-99,999 100,000-499,999 500,000 or more

12. Number of sewer accounts: Residential _____ Commercial _____ Industrial _____ Institutional _____

13. Current average dry weather flow (ADWF)? _____; Design (or contractual) capacity? _____

14. The wastewater facility that treats wastewater from the above mentioned service area has what level of treatment?

Primary Primary with some secondary Secondary Secondary with some tertiary Tertiary

15. Date form was completed? _____ Thank you....

Comments

Please return to: SWRCB-CWP, Attn. Ronald R. Blair, P. O. Box 944212, Sacramento, CA 94244-2120
or you may FAX to (916) 341-5707 (new fax number) in lieu of mailing form.

State Water Resources Control Board

Arthur G. Baggett, Jr., Chairman



Gray Davis
Governor

Division of Clean Water Programs

1001 I Street • Sacramento, California • (916) 341-5642 • FAX: (916) 341-5707
Mailing Address: P.O. Box 944212 • Sacramento, California • 94244-2120
Internet Address: <http://www.swrcb.ca.gov> email: blair@cwp.swrcb.ca.gov

W **in H. Hickox**
Secretary for
Environmental
Protection

October 5, 2001

??? ???

Chairman of the Board
San Simeon Community Serv Dist
Route 1, Box S-17
San Simeon, CA 93452

INFORMATION REQUEST FOR PUBLIC AGENCIES INVOLVED IN COLLECTION, TRANSPORT, TREATMENT OR DISPOSAL OF SEWAGE

Once again it's time for the annual update of sewer rates and connection (capacity) fees. I hope you found the FY 2000-01 summary report useful. Last year approximately 89 percent of the forms were returned. A copy of our "Wastewater User Charge Survey Summary" for FY 2001-02 will be mailed, to the name and address on the form that you return, as soon as it's printed in early May 2002.

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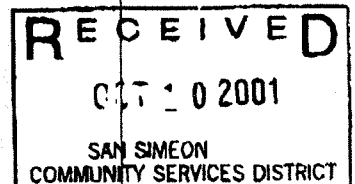
If your agency charges residential wastewater users a variable charge based on metered water use and you know what the "average" charge is for single family homes, please enter the average charge in the appropriate blank of Question No. 5.

If you have any questions concerning this letter, the enclosed form, or wastewater user charge systems, please call me at (916) 341-5642. Thank you for returning the questionnaire and participating in this year's survey.

Sincerely,

Ronald R. Blair
Revenue Program Specialist

| | | | | | |
|-----------------|---------|------|----------|------------|---|
| At-It* Fax Note | 7671 | Date | 10/10/01 | # of pages | 2 |
| To | Eileen | | | | |
| From | Kim | | | | |
| Co./Dept. | Co. | | | | |
| Phone # | Phone # | | | | |
| Fax # | Fax # | | | | |



STATE WATER RESOURCES CONTROL BOARD
2001-02 Survey for Wastewater Collection, Transport, and/or Treatment Agencies

Agency: San Simeon Community Serv Dist

Survey I. D. No. 0540060

Service Area: San Simeon Acres

Contact: ??? ???

Title: Chairman of the Board

Phone: (805)927-4778

Address: Route 1, Box S-17, San Simeon, CA 93452

1. Wastewater facilities your agency is responsible for [] collection [] treatment [] interceptor [] disposal (check all that apply)

2. Our records indicate your wastewater receives treatment by: San Simeon Community Serv Dist

3. Is BOD, COD and/or SS loading considered when setting rates? [] YES [] NO

4. Method of charging single family residential user:

[] Flat Rate [] Variable rate based on water consumption [] Other (specify)

5. Current (FY 2001-02) wastewater user fees (include additional regional treatment fees, if appropriate):

Single family residence: \$ per (check one) [] monthly [] bimonthly [] annual
Multiple family (per unit): \$ per (check one) [] monthly [] bimonthly [] annual
Mobile homes (per unit): \$ per (check one) [] monthly [] bimonthly [] annual

6. User fees are [] billed directly [] an assessment on tax rolls [] ad valorem taxes

7. Is wastewater debt service (bonds, loans, COP's etc.) included in the user fee? [] YES [] NO [] No debt

8. Agency's wastewater operation and maintenance budget for FY 2001-02 is \$

9. Connection (or capacity) fees for an average new single family dwelling are \$

10. Are connection fees placed in a dedicated capital expansion (or replacement) fund? [] YES [] NO

11. Approximate population receiving wastewater service from this facility?

[] under 1,000 [] 1,000-9,999 [] 10,000-49,999 [] 50,000-99,999 [] 100,000-499,999 [] 500,000 or more

12. Number of sewer accounts: Residential Commercial Industrial Institutional

13. Current average dry weather flow (ADWF)? ; Design (or contractual) capacity?

14. The wastewater facility that treats wastewater from the above mentioned service area has what level of treatment?

[] Primary [] Primary with some secondary [] Secondary [] Secondary with some tertiary [] Tertiary

15. Date form was completed? Thank you....

Comments

Please return to: SWRCB-CWP, Attn. Ronald R. Blair, P. O. Box 944212, Sacramento, CA 94244-2120 or you may FAX to (916) 341-5707 (new fax number) in lieu of mailing form.

SAN SIMEON COMMUNITY SERVICES DISTRICT
TENTATIVE CONSTRUCTION SCHEDULE

**Castillo and Avonne Avenue Water Line Loop
(Motel 6)**

| | |
|---|-------------------------|
| Board Authorization to Solicit Bids | September 12, 2001 |
| 1 st Notice Inviting Bids | October 23, 2001 |
| 2 nd Notice Inviting Bids | October 30, 2001 |
| Pre-Bid Conference (Wednesday, 1:00 PM) | November 7, 2001 |
| Receive Bids (Tuesday 3:00 PM) | December 4, 2001 |
| Award of Bid | December 14, 2001 |
| Notice of Award * | December 18, 2001 |
| Notice to Proceed* | January 4, 2001 |
| Start Work | January 14, 2002 |
| Completion - (45 Calendar Days) | February 28, 2002 |

* send Certified Mail
\\Jlwa01\proj\084-SSCSD\01-District Engrg\LOOPSCH-rev.wpd

THIS IS NOT A PART OF THE CONTRACT



MWH

MONTGOMERY WATSON HARZA

September 25, 2001

John L. Wallace
District Engineer
San Simeon Community Services District
111 Pico Avenue
San Simeon, CA 93452

Subject: **Request for Proposal
Wastewater Treatment Facilities Plan**

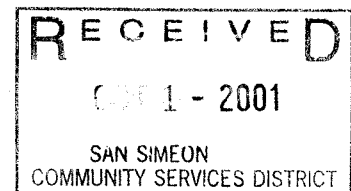
Dear Mr. Wallace:

Montgomery Watson Harza will not submit a proposal in response to the subject effort. However, we look forward to the prospect of proposing on upcoming opportunities and the possibility of working with you in the future.

Thank you for your consideration. If you have any questions, please do not hesitate to contact me at 925.274.2322.

Sincerely,

Nina A. Kline
Marketing Coordinator





*Dedicated to creative,
responsive, quality solutions
for those we serve.*

September 27, 2001

Mr. Craig Taylor
John L. Wallace & Associates
District Engineer
San Simeon Community Services District
111 Pico Avenue
San Simeon, CA 93452

Subject: Request for Proposals for Professional Engineering Services - Wastewater
Treatment Facilities Plan, San Simeon Community Services District

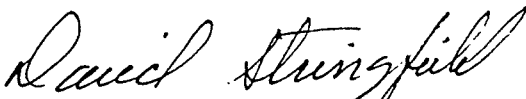
Dear Mr. Taylor:

Carollo Engineers appreciates the opportunity to submit on projects developed by the San Simeon Community Services District; however, we will not be submitting a proposal for the subject project.

Thank you once again for considering our firm and we look forward to submitting on any future projects you may develop.

Sincerely,

CAROLLO ENGINEERS, P.C.


David L. Stringfield, Principal

DLS:js



GRAND JURY
COUNTY GOVERNMENT CENTER
SAN LUIS OBISPO, CALIFORNIA 93408

September 20, 2001

San Simeon Community Services District
111 Pico Avenue
San Simeon, CA 93451

Gentlemen:

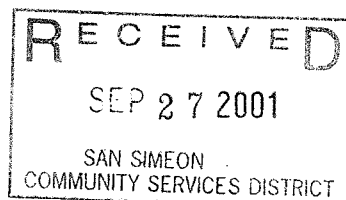
We are requesting a copy of your bylaws for reference, and also request to be put on your mailing list for a yearly, updated copy.

Thank you for your compliance.

Sincerely,

Don R. Blythe, Foreman
2001-2001 San Luis Obispo County Grand Jury

DRB:AC:ccj



**Special Meeting
Board of Directors
San Simeon Community Services District**

AGENDA

**Monday, October 15, 2001 – 4:30 PM
Cavalier Banquet Room**

1. 4:30 PM – CALL TO ORDER
 - 1.1 Roll Call
 - 1.2 Pledge of Allegiance

2. PUBLIC COMMENT: (Any topic NOT on the agenda may be presented, but please observe the 3-minute time limit)
 - 2.1 Public Comment

3. ITEMS OF BUSINESS
 - 3.1 An Ordinance Related to Water Conservation Measures

4. ADJOURNMENT