



Notice is hereby given that a  
**REGULAR MEETING**  
Of the Board of Directors will be held at:  
400 Church Street, Scotia, CA 95565

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*Thursday, August 17, 2023, at 5:30 P.M.*  
*HYBRID In Person and Via Zoom*

### **ERRATA AGENDA**

- A. CALL TO ORDER/ ROLL CALL/ PLEDGE OF ALLEGIANCE** The Presiding Officer will call the meeting to order and the Board Clerk will call the roll of members to determine the presence of a quorum. **PLEASE REMEMBER TO SILENCE ALL CELL PHONES**

**This meeting may be accessed by using the following call-in number: 1 669 900 6833. When prompted enter the meeting i.d.843-8336-2340 and the following password 499055.**

Or Via Zoom Video Conferencing via URL : <https://us02web.zoom.us/j/84383362340?pwd=OFkvcjJNUFkzenJZQjJJbE9ILzloQT09>  
**meeting i.d. 843-8336-2340 and the following password 499055.**

Please submit public comments in writing 24 hours ahead of the meeting, if possible. If anyone who wishes to teleconference the meeting and has ADA access needs, please call the SCSD Administrative Office not less than 24 hours in advance of the meeting time to make accommodations.

All publicly posted documents on the District website are also available for inspection at the District office during regular business hours: 400 Church Street, Scotia CA 95565, Monday-Thursday 9:00am – 4:00pm.

- B. SETTING OF THE AGENDA** The Board may adopt/revise the order of the agenda as presented.
- C. CONSENT CALENDAR** Consent Calendar items are routine, to be acted upon by the Board of Directors at one time without discussion. If any Board member, staff member, or interested person requests that an item be removed from the Consent Calendar, it shall be moved so that it may be acted upon separately in business.
1. Approval of Previous Meeting Minutes – Regular Meeting July 20th, 2023
  2. Approval of Previous Meeting Minutes – Special Meeting July 27<sup>th</sup>, 2023
  3. Approval of Previous Meeting Minutes-Special Meeting August 3<sup>rd</sup>, 2023
  4. Approval of RCB Check Registers July 1-31, 2023.
  5. Approval of Umpqua Check Registers July 1-31, 2023
  6. Approval of RCB Mastercard Statement – June Statement
  7. Approval of Umpqua Visa Statement – July Statement
  8. Approval of Planwest Partners Invoice— July 2023
  9. FY 22/23 Year End Financial Statements
- D. PUBLIC COMMENT & WRITTEN COMMUNICATION** Regularly scheduled meetings provide an opportunity for members of the public to directly address the SCSD Board Members on any action item that has been described in the agenda for the meeting, before or during consideration of that item, or on matters not identified on the agenda within the Board jurisdiction. Comments are not generally taken on non-action items such as reports or information. **COMMENTS SHOULD BE LIMITED TO THREE MINUTES**
- E. CLOSED SESSION**
1. Call to Order
  2. Roll Call

3. Government Code-§54956.9- Significant Exposure to Litigation – one matter

4. Closed Session Discussion

**F. ADJOURN TO OPEN SESSION a.** Report out of closed session.

**G. PUBLIC HEARING – None**

**H. BUSINESS**

**1. New Business**

- a. Adopt Resolution 2023-12 A Resolution of The Board of Directors of The Scotia Community Services District Approving Funding Agreement No. D2202061 with The State Water Resources Control Board in the amount of 1,133,000.00 for the Planning, design, and construction of the Scotia Community Services District Water Treatment Facility Replacement Project No. 121000-001P
- b. Adopt Resolution 2023-13 approving the River Intake Pumps Warranty Agreement with the Town of Scotia, LLC. concerning the Scotia Raw Water System, including transfer of Warranty by SHN from the Town of Scotia, LLC to the Scotia Community Services District.
- c. Adopt Resolution 2023-14 accepting a Quitclaim Deed from the Town of Scotia, LLC transferring rights and Interest in a Reserve Easement to the Scotia Community Services District Pertaining to Utility Infrastructure running below State Highway 101.
- f. Adopt Resolution 2023-15 Approving an Irrevocable Offer of Dedication of Linear Utility Corridor Infrastructure from the Town of Scotia, LLC, including the following documents:
  - i. Acceptance of an Irrevocable Offer of Dedication and Exhibits thereto, and any recordable documents, memoranda, or other documents required to complete the acceptance of the Dedication.
  - ii. SCSD Certificate of Acceptance
  - iii. Easement Investigation Agreement

**2. Old Business –**

- a. Staff Presentation - Pars Retirement 6.4.1- Comparisons from other Districts; direction to staff.

**I. REPORTS**

**(5 minutes each)**

The Board may briefly discuss any particular item raised; no action will be taken on these items.

1. **President's Report**
2. **Board Director Reports**
3. **General Manager's Report**
4. **Board Clerk's Report**
5. **District Counsel's Report**
6. **Engineer's Report**

**J. BOARD TRAINING - None**

**K. ADJOURNMENT**

Next Regular Meeting of the SCSD will be September 21, 2023 at 5:30 PM. A Special meeting may be held prior to that.

Notice regarding the Americans with Disabilities Act: The District adheres to the [Americans with Disabilities Act](#). Persons requiring special accommodations or more information about accessibility should contact the District Office. Notice regarding Rights of Appeal: Persons who are dissatisfied with the decisions of the SCSD Board of Directors have the right to have the decision reviewed by a State Court. The District has adopted [Section 1094.6](#) of the [Code of Civil Procedure](#) which generally limits the time within which the decision may be judicially challenged to 90 days.<sup>1</sup>

*AGENDA FOR A MEETING OF THE SCSD BOARD OF DIRECTORS*

*August 17, 2023*

**POSTED at 2:00 PM August 17, 2023**

Packet Page\_2



Reference: 005161.514

August 3, 2023

Steve Coppini, General Manager  
Scotia Community Services District  
PO Box 104  
Scotia, CA 95565

**Subject: Scotia Maintenance Agreement Raw Water System**

Dear Steve Coppini:

The Scotia Raw Water System was constructed in phases and has been in operation for over 2 years (except for the intake pumps and motors). In addition to the intake pumps and motors, this system includes the raw water main, the Motor Control Center (which includes the soft start motor controllers and programable logic controller [PLC]), the altitude valve near the water treatment plant, and the metering station (which includes flowmeters and a pressure reducing valve).

The Town of Scotia has attached a maintenance agreement (Appendix 1) for the Scotia Community Services District (SCSD) to extend the warranty Wahlund Construction will honor for the two new, low-voltage water supply pumps, located in the wet well near the Eel River for 6 months. A copy of Wahlund's Warranty Bond, securing Wahlund's guarantee, and warranty of the Work is included in Appendix 2. A summary of the warranties for the intake pumps and submersible motors are presented in Appendix 3. A summary of purchase dates and installation dates for the pumps and motors is presented in Appendix 4. As a condition of honoring the warranty, the Scotia CSD will need to honor the maintenance schedule presented in section 9 of the Raw Water System O&M manual (Appendix 5), and SHN's River Intake Wet Well Cleaning and Monitoring Plan that SHN implemented during Wahlund's start-up procedures for each pump (Appendix 6).

As Wahlund has finished start-up and commissioning procedures, the SCSD will assume responsibility for operation and maintenance of the pumps. Both pumps have been in alternating pump mode operation since April 28, 2023. Alarms were tested on April 28, 2023. The system is ready for maintenance turnover. The infrastructure is ready to be transferred to the SCSD. Pump 1 has been operational since November 21, 2022. Pump 2 was placed online April 18, 2023. The additional motor protection scheme recommended by ERS included addition of the surge protection for the intake pump motors as well as the relays for the soft starts to be installed at the Motor Control Center (MCC building). It is estimated this equipment will be installed by late July.

The warranty period began at the end of the 30-day testing period with both pumps running, and will terminate on December 31, 2023. The warranty covers both intake pumps and motors, the pressure transducer at the raw water tank, the automatic flushing valves on the pressure sensing lines for the altitude valve near the water treatment plant, and the pressure reducing valve at the metering station for up to \$75,000. This warranty does not cover acts of God, nor damages caused by PG&E power supply.

Steve Coppini  
**Scotia Maintenance Agreement Raw Water System**  
August 3, 2023  
Page 2

Please call me at (707) 441-8855 if you have any questions.

Sincerely,

**SHN**



Mike K. Foget PE  
Project Manager

MKF/RDC:ame

- Appendices:
1. Scotia Maintenance Agreement
  2. Warranty Bond from Wahlund Construction
  3. Pump & Motor Warranty
  4. Shipping and Installation Dates for Intake Pumps & Motors
  5. Raw Water System Maintenance Sheets
  6. SHN's River Intake Wet Well Cleaning and Monitoring Plan





# Scotia Maintenance Agreement

1

# Maintenance Agreement

TO: Steve Coppini  
General Manager  
Scotia Community Services District  
P.O. Box 104  
Eureka, CA 95565

DATE: \_\_\_\_\_

## **SCOTIA INFRASTRUCTURE IMPROVEMENTS, RIVER INTAKE SYSTEM MAINTANANCE AGREEMENT**

For Wahlund Construction and Fisch Drilling to honor the pump and motor warranties for 6 months, they requested the SCSD follow the maintenance schedule identified in the Scotia Raw Water System Operation and Maintenance Manual, Rev 1 dated June 9, 2023.

Town of Scotia Company, LLC

\_\_\_\_\_  
Steve Deike, President

## **ACCEPTANCE OF MAINTANCE AGREEMENT**

Receipt of the above Maintenance Agreement is hereby acknowledged by

Scotia Community Services District, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_



# **Warranty Bond from Wahlund Construction**

# **2**

## PERFORMANCE BOND

BOND NUMBER: 107459623

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, THE Town of Scotia Company, LLC, by action taken on JUNE 1ST, 2021 (date), has awarded to WAHLUND CONSTRUCTION, INC. (Contractor), a CORPORATIONS (type of business entity), hereinafter designated as the "Principal," a contract for SCOTIA INFRASTRUCTURE IMPROVEMENTS, RIVER INTAKE PUMPS REPLACEMENT (name and description of project); and

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of the provisions of this Agreement in an amount equal to 100% of the value of the Contract amount.

NOW THEREFORE, we, WAHLUND CONSTRUCTION, INC., as Principal and TRAVELERS PROPERTY AND CASUALTY COMPANY OF AMERICA, as Surety, are held and firmly bound unto the Town of Scotia Company, LLC, hereinafter called "Owner," in the penal sum of FOUR HUNDRED NINETY THOUSAND EIGHT HUNDRED FIFTY AND 00/100 dollars (\$ 490,850.00X) lawful money of the United States of America, for which sum well and duly to be made, we bind ourselves, our heirs, our executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the hereby bounden Principal, its heirs, executors, administrators, successors, or assigns shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue. Said security shall be maintained in full force and effect until the conditions thereof shall have been completely performed.

FURTHER, THE SAID SURETY, FOR VALUE RECEIVED, HEREBY STIPULATES AND AGREES that no change, extension of time, alteration or modification of the Contract Documents or of the Work to be performed thereunder, shall in any way affect it obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or modification of the Contract Documents or of work to be performed thereunder.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety herein named, on the JUNE day of 23RD, 2021, the name and corporate seal of each corporate party affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

ATTEST:

  
Witness to Principal

WAHLUND CONSTRUCTION, INC.

Name of Principal

(SEAL)

By: 

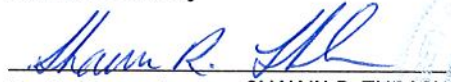
Title: V.P. of Operations

ATTEST:

  
Witness to Surety

TRAVELERS CASUALTY AND SURETY  
COMPANY OF AMERICA

Name of Surety

  
By Attorney-in-Fact SHAWN R. THRASH

ONE TOWER SQUARE  
HARTFORD, CT. 06183

Address of Surety

**Date of bond must not be  
prior to date of contract.**





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **SHAWN R THRASH** of **SANTA ROSA, California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January, 2019**.



State of Connecticut

City of Hartford ss.

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

*Robert L. Raney*  
Robert L. Raney, Senior Vice President

On this the **17th** day of **January, 2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**



*Anna P. Nowik*  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **23RD** day of **JUNE**, **2021**



*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of Humboldt )  
 On June 23rd, 2021 before me, Danika L. Mott, Notary Public,  
 Date Here Insert Name and Title of the Officer  
 personally appeared Shaun R. Thrush  
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Danika L. Mott  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
 Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

# PAYMENT BOND

BOND NUMBER: 107459623

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, THE Town of Scotia Company, LLC, by action taken on JUNE 1ST, 2021 (date), has awarded to WAHLUND CONSTRUCTION, INC. (Contractor), a CORPORATION (type of business entity), hereinafter designated as the "Principal," a contract for SCOTIA INFRASTRUCTURE IMPROVEMENTS, (name and description of project); and RIVER INTAKE PUMPS REPLACEMENT

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the payment of material and labor liens in an amount equal to 100% of the Contract amount.

NOW THEREFORE, we, WAHLUND CONSTRUCTION, INC., as Principal and TRAVELERS PROPERTY AND CASUALTY COMPANY OF AMERICA, as Surety, are held and firmly bound unto the Town of Scotia Company, LLC, hereinafter called "Owner," in the penal sum of FOUR HUNDRED NINETY THOUSAND EIGHT HUNDRED FIFTY AND 00/100 dollars (\$490.850.00X) lawful money of the United States of America, for which sum well and duly to be made, we bind ourselves, our heirs, our executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums of said work, and for all wages and fringe benefits of labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void, otherwise to remain in full force and effect. Said security shall be maintained in full force and effect until all statutory timelines for the filing of mechanics liens or other claims have expired.

PROVIDED FURTHER, that the said Surety for value received hereby stipulated and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this bond, and does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, the Work, or the Specifications.

PROVIDED FURTHER, that no final settlement between the Town of Scotia Company, LLC and the Contractor shall abridge the right to any beneficiary hereunder, whose claim may be unsatisfied.



IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety herein named, on the 23RD day of JUNE, 2021, the name and corporate seal of each corporate party affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

ATTEST:

Duffy Hylford  
Witness to Principal

WAHLUND CONSTRUCTION, INC.

Name of Principal

(SEAL)

By: Ryan Wahlund

Title: V.P. of Operations



ATTEST:

Daniel Chace  
Witness to Surety

TRAVELERS CASUALTY AND SURETY  
COMPANY OF AMERICA

Name of Surety

Shawn R. Thrash  
By Attorney-in-Fact SHAWN R. THRASH

ONE TOWER SQUARE  
HARTFORD, CT. 06183

Address of Surety

**Date of bond must not be  
prior to date of contract.**





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Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

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**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January, 2019**.



State of Connecticut

City of Hartford ss.

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

*Robert L. Raney*  
Robert L. Raney, Senior Vice President

On this the **17th** day of **January, 2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**



*Anna P. Nowik*  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **23RD** day of **JUNE**, **2021**



*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Humboldt )  
On June 23rd, 2021 before me, Danika L. Mott, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Shaun R Thrash  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

# WARRANTY BOND

BOND NUMBER: 107459623

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, THE Town of Scotia Company, LLC, by action taken on JUNE 1ST, 2021 (date), has awarded to WAHLUND CONSTRUCTION, INC. (Contractor), a CORPORATION (type of business entity), hereinafter designated as the "Principal," a contract for SCOTIA INFRASTRUCTURE IMPROVEMENTS, (name and description of project); and RIVER INTAKE PUMPS REPLACEMENT

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond securing Contractor's one-year guarantee and warranty of the Work upon acceptable completion of improvements in an amount equal to 50% of the value of the improvements, as determined by an estimate submitted by the Contractor and approved by the Owner, or the Owner's designee.

NOW THEREFORE, we, WAHLUND CONSTRUCTION, INC., as Principal and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, as Surety, are held and firmly bound unto the Town of Scotia Company, LLC, hereinafter called "Owner," in the penal sum of TWO HUNDRED FORTY FIVE THOUSAND ~~FOUR HUNDRED TWENTY-FIVE & 00~~ dollars (\$245,425.00X) lawful money of the United States of America, for which sum well and duly to be made, we bind ourselves, our heirs, our executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if within one year from the date of acceptance of the improvements by the Town of Scotia Company, LLC, as evidenced by the recording of a Notice of Completion on the Project; if the Engineer determines the Work done under the terms of said Contract discloses poor workmanship in the execution of said work, and the carrying out of the terms of said Contract, or it shall appear that defective materials were furnished thereunder, then this obligation shall remain in full force and effect, otherwise this instrument shall be void.

PROVIDED FURTHER, that the said Surety for value received hereby stipulated and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this bond, and does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, the Work, or the Specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right to any beneficiary hereunder, whose claim may be unsatisfied.



IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety herein named, on the 23RD day of JUNE, 2021, the name and corporate seal of each corporate party affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

ATTEST:

  
\_\_\_\_\_  
Witness to Principal

\_\_\_\_\_  
WAHUND CONSTRUCTION, INC.

\_\_\_\_\_  
Name of Principal

(SEAL)

By: 

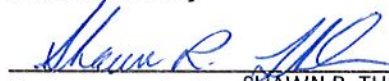
Title: V.P. of Operations

ATTEST:

  
\_\_\_\_\_  
Witness to Surety

\_\_\_\_\_  
TRAVELERS CASUALTY AND SURETY  
COMPANY OF AMERICA

\_\_\_\_\_  
Name of Surety

  
\_\_\_\_\_  
By Attorney-in-Fact SHAWN R. THRASH

\_\_\_\_\_  
ONE TOWER SQUARE  
HARTFORD, CT. 06183

\_\_\_\_\_  
Address of Surety

**Date of bond must not be  
prior to date of contract.**



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **SHAWN R THRASH** of **SANTA ROSA, California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th day of January, 2019**.



State of Connecticut

City of Hartford ss.

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

*Robert L. Raney*  
Robert L. Raney, Senior Vice President

On this the **17th day of January, 2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2021**



*Anna P. Nowik*  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **23RD** day of **JUNE**, **2021**



*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**

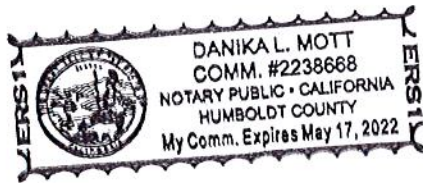


**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Humboldt )  
On June 23rd, 2021 before me, Danika L. Mott, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Shawn R. Thrash  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

# **Pump & Motor Warranty**

# **3**





**SUN-STAR ELECTRIC, INC.**  
7722 WEST 34<sup>TH</sup> STREET  
LUBBOCK, TEXAS 79407  
(806) 793-2812

Selling Policy 100

Page 1

Date: 02/14/2018

## TERMS AND CONDITIONS OF SALE

### Quotations

All quotations whether verbal or written unless otherwise specifically stated will expire thirty (30) days from the quotation unless otherwise agreed. The right to correct any and all clerical errors at any time is reserved by Sun-Star Electric, Inc.

### Prices

Prices and discounts are subject to change without notice. In the event of a price change, all orders and unshipped shipments will reflect the price change, as it exists at the time of shipment.

All specific orders for immediate shipment, for future shipment, for hold orders and for "add on" orders will be subject to the above price policy.

### Taxes

The price does not include any federal, state, or local property, license, privilege, sales use, value added, excise, or other like taxes which may now or hereafter be applicable to or imposed upon or with respect to the transaction, the sale, its value, its use, or any services performed in connection herewith.

The Purchaser agrees to pay or reimburse any such taxes that the Seller is required to pay.

### Terms

The standard terms of payment are net within thirty (30) days from the date of shipment or date of invoice, whichever occurs first unless otherwise agreed.

### Shipment (See Destination Point)

Standard shipments will be made FOB point of shipment freight collect unless other arrangements have been agreed. Purchaser is to file any damage or property loss with the carrier.

### Destination Point

Area A shipments to destinations within the United States except Alaska and Hawaii

will be made to the accessible common carrier point nearest to the final destination – but within the confines of the United States except Alaska and the Hawaiian Islands.

Area B shipments to Alaska and the Hawaiian Islands and other areas outside the contiguous 48 continental United States will be made to the accessible common carrier point nearest to the point of departure from Area A. The Purchaser will be responsible for shipments' transportation charges, tariffs, duties, export fees, and all other charges from Area A.

Transportation charges incurred from the nearest accessible common carrier point to final destination or to ship side are the responsibility of the Purchaser unless the common carrier furnishes store door delivery at no charge.

FOB destination shipments will be allowed but only at an 8% price adder.

### Special Shipments

Shipments requested by Purchaser to be made by air freight, bus, express, parcel post, or other special means of shipment will be charged to Purchaser for the difference incurred above normal shipping practices. A \$25 fee will be charged for delivery to the bus, air freight or other express offices.

### Minimum Billing

There will be a minimum billing of \$ 10 per item or \$ 25 per order for any and all shipments made.

### Cancellation

Orders entered and scheduled for shipment are not subject to cancellation. Orders may be extended a maximum of 90 days (subject to price changes) and not be subject to any cancellation charge. A charge of 15% of the net billing price will apply for any stock cancelled items. Engineered

products are subject to a cancellation charge of 100% of the net billing price.

### Restocking Charge

A restocking charge of 25% will apply for all complete standard stock items returned freight prepaid that have been unopened and in saleable condition. Opened, non-re-saleable items, damaged items, etc., will be charged at a value of from 25% to 100%, depending on the condition of the merchandise. Any charges required to return the product to a saleable condition will be borne by the Purchaser requesting the return. Contact Sun-Star Electric, Inc. before attempting to return any material so that authorization and instructions can be issued if the material is returnable.

### Nuclear Usage

These products have no nuclear usage rating and should not be used in any area designated to conform to nuclear specifications.

### Delayed Payments

If payments are not made in accordance with the standard net 30-day terms, a service charge will be added to the account of the Purchaser in an amount of 1.5% per month of the unpaid outstanding balance.

### Payments

If the financial condition of the Purchaser at any time during the period of the agreement does not justify the terms of payment specified, a full or partial payment in advance may be required.

If purchaser is judged bankrupt or insolvent in any legal proceedings, the supplier may cancel all unshipped items and all items shipped but not yet paid for will be returned immediately.

Products held for the Purchaser shall be at the risk and expense of the Purchaser and will be billed at the price in effect at the time of shipment. All expenses incurred in connection with the storage of products, including demurrage, cost of preparation for storage, storage charges, insurance, and handling charges shall be paid by the Purchaser. Risk of the loss of



**SUN-STAR ELECTRIC, INC.**  
7722 WEST 34<sup>TH</sup> STREET  
LUBBOCK, TEXAS 79407  
(806) 793-2812

Selling Policy 100

Page 2

Date: 2/14/2018

## TERMS AND CONDITIONS OF SALE

(continued)

the product shall pass to the Purchaser upon delivery of such products at the designated delivery (FOB) point.

### Force Majeure

Sun-Star Electric, Inc. shall not be liable for failure to perform due to fire, flood, strike or other labor difficulties, acts of God, act of any government authority, riot, embargo, fuel or energy shortage, wrecks or delays in transportation, or due to any cause beyond its reasonable control.

### Remedies

The remedies of the Purchaser set forth herein are exclusive and the liability of Sun-Star Electric, Inc. with respect to any contract, or anything done in connection therewith such as the performance or breach thereof, or from the manufacture, sale, delivery, resale, or use of any equipment covered by or furnished under the contract, whether in contract, in tort (including negligence) or otherwise shall not exceed the price of the equipment or part on which such liability is based.

### New Motor Warranty

New motors manufactured or distributed by Sun-Star Electric, Inc. carry the following factory warranty: Each submersible motor is fully guaranteed against defects in workmanship and material under normal use. This warranty is for a period of 12 months from date of installation or 2 years from date of shipment, whichever occurs first. Power cables and splices associated with power cables not supplied by Sun-Star Electric, Inc. are not covered by the motor warranty nor will any motor failure caused by defective cable or splices be covered by warranty.

The warranty is contingent upon the proper quick-trip overload and short circuit protection, cable size and transformer installation.

Motors returned freight prepaid to an authorized warranty station within the warranty period and found to be defective will be repaired or replaced at the option of the Seller. If repaired or replaced: The balance of the

remaining original warranty time period will still be in effect for the said equipment. This action constitutes a complete fulfillment of all liability with respect to said equipment.

### Repaired and Rebuilt Motor Warranty

All motors which are repaired or rebuilt by Sun-Star Electric, Inc. will have the following warranty: Each motor which is repaired or rebuilt is guaranteed for one year from shipping date against defects in workmanship and material to that aspect of the motor which Sun-Star Electric, Inc. repaired. Sun-Star Electric, Inc. accepts neither liability nor any responsibility for motor failure attributed to components of the motor that were not replaced or repaired.

The above warranty is contingent upon the proper quick-trip overload and short circuit protection, cable size and transformer installation. Power cables and splices associated with power cables not supplied by Sun-Star Electric, Inc. are not covered by the motor warranty. Any motor failure caused by defective controls, transformers, cables, splices or high voltage surges or spikes, restricted flows, single phase power or other external causes will not be covered by warranty.

A warranted motor will be repaired or replaced at the option of Sun-Star Electric, Inc. If repaired or replaced, the balance of the remaining original warranty time period will still be in effect for the said equipment. This action constitutes a complete fulfillment of all liability with respect to said equipment.

### Limited Liability

Sun-Star Electric, Inc. and its suppliers of any tier shall not be liable in contract in tort (including negligence) or otherwise for damage or loss of other property or equipment, loss of profits or revenue, loss of use of equipment, loss of crops, cost of capital cost of purchase or replacement equipment (including additional expenses incurred in using existing

facilities) claims of customer of the Purchaser, or for any special indirect, incidental, or consequential damages whatsoever.

Sun-Star Electric, Inc. and its suppliers of any tier will not be liable or responsible for installation or pulling charges, labor charges, loss or damage to the motor caused by improper installation, improper pulling of the pump, or for motor failure caused by defective pumps or pump parts, or for charges incurred by unauthorized repair of the motor.

Any disassembling of new motors (before or after any failure) except by an authorized warranty station will void any warranty.

Any disassembling of a motor which was repaired or rebuilt by Sun-Star Electric, Inc. must be performed by Sun-Star Electric, Inc. otherwise the warranty will be void.

### Consequential Damages

Sun-Star Electric, Inc. will not assume any liability for any special, incidental, or consequential damages of any kind (see Limitations of Liability).

### Export packing

For all export packaging, contact Sun-Star Electric, Inc.

### Concealed Damage

Except in the case of FOB destination shipments, Sun-Star Electric, Inc. will not participate in any settlement of claims for concealed damage.

### Title

The title and right of possession of the material shall remain the personal property of Sun-Star Electric, Inc. until all payments shall have been made in cash in full.

### Purchase Order Term

Sun-Star Electric, Inc. is not bound by any terms or conditions on customer purchase orders which are different than set forth on this selling policy. This selling policy covers products, which may be manufactured outside the U.S.

## PREFERRED PUMP & EQUIPMENT, LP'S TERMS AND CONDITIONS OF SALE

1. **TERMS AND CONDITIONS.** These terms and conditions of sale apply to all orders by Buyer and all goods and services to be provided by Seller to Buyer, except as provided below. The invoice on the reverse hereof and these terms and conditions constitute Buyer's order. Seller retains the right to alter or change these terms and conditions at any time upon written notice to Buyer as provided by law. By placing an order(s) after receipt of such notice, Buyer agrees that all subsequent charges will be subject to Seller's alterations or changes. Buyer acknowledges and agrees that any terms and conditions set forth on any purchase order or other document subsequently submitted by Buyer which are different than or conflict with these terms and conditions are rejected by Seller. These terms and conditions may not be waived or modified except as specifically set forth in writing by Seller. The order and any applicable Commercial Credit Agreement and Personal Guaranty contain the final and complete agreement between the parties for provision of the goods and services and supersede all prior or contemporaneous conduct, agreements, statements, representations, negotiations, course of conduct, course of dealing, or communications pertaining to those goods and services, whether written or oral. Seller's failure to object to provisions contained in any of Buyer's forms shall not be deemed to be a waiver of these terms and conditions.
2. **CHANGES.** All orders must be approved and accepted by Seller. All requests for changes to any order must be made to Seller in writing. Seller may accept such changes in writing in its sole and absolute discretion, for such additional charges as may be determined by Seller.
3. **CREDIT AND PAYMENT TERMS.** Buyer agrees to pay the full amount shown on the order, plus applicable sales tax, shipping and other charges. Tax-exempt Buyers must furnish a certificate of exemption or pay sales tax. Unless otherwise indicated on the order or as provided below, payment is due and payable in full as set forth on the invoice. In the event Buyer fails to make payment when due, Seller may suspend or cancel any further shipments, and Buyer shall reimburse Seller for any fees, costs or expenses it incurs in attempting to collect such amounts due from Buyer, whether by lawsuit or otherwise, including without limitation attorneys' fees and collection fees based on a percentage of recovery against Buyer. Seller may assess a 1.5% monthly interest charge on the entire unpaid balance of the account for any monthly period during which any payment is more than 30 days late. If, in the sole judgment of Seller, the financial condition of Buyer at any time does not justify continuance of shipment, Seller may require full or partial payment in advance at any time.
4. **CANCELLATION.** Once an order is accepted by Seller, the order is a binding contract subject to the terms and conditions set forth herein and may not be cancelled without Seller's written consent, which may be withheld in Seller's sole and absolute discretion. Canceled orders are subject to a 25% restocking fee based on the sales price of the items canceled.
5. **SHIPPING.** All sales are F.O.B., Seller's warehouse at Buyer's sole expense unless otherwise agreed in writing by Seller. Unless otherwise noted on the order, delivery shall be via ground transportation as Seller deems appropriate in its sole discretion. Seller is not responsible for delays caused by carriers. Buyer assumes risk of loss when goods are delivered to common carrier.
6. **DELIVERY, INSPECTION AND ACCEPTANCE.** Buyer or Buyer's representative must be present at time of delivery to sign for goods and acknowledge quantity and condition of goods. Buyer shall inspect all goods upon delivery. Unless Buyer notifies Seller in writing of Buyer's rejection and the reason therefore at the time of delivery, the goods shall be conclusively presumed to be accepted by Buyer.
7. **SCHEDULING AND DELAYS.** If goods cannot be delivered on the scheduled delivery date for reasons beyond Seller's control, Seller shall have a reasonable period of time to deliver the goods once delays have been eliminated. Delays for reasons beyond Seller's control do not constitute grounds for non-acceptance of goods or non-payment by the Buyer.
8. **NO WARRANTIES; LIMITATION OF DAMAGES; REMEDY.** **NO EXPRESS OR IMPLIED WARRANTIES ARE GIVEN BY SELLER. THE GOODS PURCHASED HEREUNDER ARE SOLD BY SELLER "AS IS." BUYER MUST PROCEED DIRECTLY AGAINST THE MANUFACTURER WITH RESPECT TO BREACHES OF THE MANUFACTURER'S WARRANTIES (IF ANY). SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND OF ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THE BUYER AND GUARANTOR (IF ANY) ARE NOT ENTERING THIS AGREEMENT IN RELIANCE ON ANY STATEMENT OF SELLER NOT FOUND IN THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, GENERAL, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, REGARDLESS OF THE FORESEEABILITY OF SUCH DAMAGES, WHETHER BASED ON CONTRACT, REPRESENTATION, WARRANTY OR TORT, ARISING OUT OF OR RELATED TO PURCHASE, INSTALLATION, USE OR PERFORMANCE OF GOODS. WITHOUT LIMITING THE FOREGOING, BUYER'S SOLE AND EXCLUSIVE REMEDY, AND SELLER'S SOLE AND EXCLUSIVE LIABILITY, WITH RESPECT TO GOODS PURCHASED HEREUNDER, SHALL BE, AT SELLER'S OPTION, TO REPAIR OR REPLACE SUCH GOODS, REFUND THE PURCHASE PRICE, OR CREDIT BUYER'S ACCOUNT, PROVIDED BUYER COMPLIES WITH SELLER'S RETURN PROCEDURES AND SELLER'S EXAMINATION OF SUCH GOODS DISCLOSES TO SELLER'S SATISFACTION THAT SOME PROBLEM ACTUALLY EXISTS THAT WAS NOT CAUSED BY ACCIDENT, MISUSE, ALTERATION, DAMAGE IN TRANSIT, OR MISHANDLING.**
9. **FORCE MAJEURE.** Seller shall not be held responsible for any losses of any kind resulting if the fulfillment of any term or provision of any order is delayed or prevented by any excusing cause, including revolutions or other disorders, wars, acts of enemies, strikes, fires, floods, or acts of God. Without limiting the foregoing, the term "excusing causes" includes any cause not within the control of Seller that Seller is unable to prevent by the exercise of reasonable diligence.
10. **MISCELLANEOUS.** These terms and conditions shall be governed in all respects, including validity, interpretation and effect, by, and shall be enforceable in accordance with the laws of the State of Texas, without regard to or application of conflict of law rules or principals. Should any dispute arise concerning this agreement, or arising out of or related thereto, such claims will be litigated exclusively in the state courts of Tarrant County, Texas, which such courts shall have the exclusive jurisdiction and venue of these matters. Buyer agrees that such jurisdiction is not unreasonable and presents no overly burdensome difficulty or inconvenience to the Buyer. For any such litigation, the Parties submit to the jurisdiction of the Tarrant County State District Courts and waive any such rights each may have to transfer or change this jurisdiction or venue of any such litigation brought against them by any other Party to this agreement. No waiver of any breach shall be held to be a waiver of any other or subsequent breach. If any action, suit or proceeding (including without limitation limitation proceedings in arbitration or mediation or in collection) arising out of or relating to this order is brought by either party, the prevailing party will be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, experts' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.



FloWise®  
PO Box 1815  
Fort Worth, TX 76101-1815 USA  
Phone: 817-632-0266  
Email: [VLSTSales@Flowisewater.com](mailto:VLSTSales@Flowisewater.com)

### **LIMITED WARRANTY**

New equipment manufactured by FloWise ("Seller"; such equipment, "Equipment") is hereby warranted to be free from material defects in material and workmanship under normal use and service for a period of one (1) year from the date of shipment (the "Warranty Period"). If, prior to the end of the Warranty period, the purchaser ("Purchaser") timely notifies Seller of a potential defect in the Equipment and provides reasonable detail about such suspected defect, then Seller shall, upon Seller's confirmation that the Equipment is defective, either (a) repair, (b) replace, or (c) accept the return of, such defective Equipment, in each case (a) through (c) at Seller's sole election. If Seller elects to accept the return of any defective Equipment in accordance with (c) above, then Purchaser shall ship such Equipment to Seller (F.O.B. Seller's branch of origin from which it was originally shipped), and Seller shall (i) refund any amount paid thereon by Purchaser (less depreciation at the rate of fifteen percent (15%) per year if Purchaser has used such Equipment for more than thirty (30) days) and (ii) cancel any balance still owed by Purchaser on such Equipment. Upon Seller's request, Purchaser shall ship any defective Equipment replaced in accordance with (b) above to Seller (F.O.B. Seller's branch of origin).

EXCEPT FOR THE WARRANTIES SET FORTH IN THE IMMEDIATELY PRECEDING PARAGRAPH, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO SELLER'S EQUIPMENT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. THE REMEDIES DESCRIBED IN THE IMMEDIATELY PRECEDING PARAGRAPH ARE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. SELLER'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY PURCHASER FOR THE DEFECTIVE EQUIPMENT, NOR SHALL SELLER UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

For the avoidance of doubt, this limited warranty does not cover any Equipment defect or damage due to: (a) transportation; (b) storage; (c) improper use, installation, or adjustment; (d) failure to follow the product instructions or to perform any preventive maintenance; (e) modifications; (f) unauthorized repair; (g) normal wear and tear; (h) external causes such as accidents, abuse, neglect, or other actions or events beyond Seller's reasonable control; or (i) decomposition from chemical action or wear caused by abrasive materials.

For the avoidance of doubt, this limited warranty does not cover any Equipment or parts thereof repaired outside of Seller's branch of origin without prior written approval of Seller, and Seller makes no warranty as to any product manufactured by a third party ("Third Party Product"), including, without limitation, any starting equipment, electrical apparatus or other material used alone or in combination with Seller's Equipment. For the avoidance of doubt, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

# **Shipping and Installation Dates for Intake Pumps & Motors**

# **4**

|                 | Invoice numbers | Shipping Dates             | Serial number | Pump location | Installation Dates |
|-----------------|-----------------|----------------------------|---------------|---------------|--------------------|
| 250hp 10" motor |                 |                            |               |               |                    |
| 3/16/2023       | 34039476-00     | Return refurbished motor   |               | pump 2        | 4/18/2023          |
| 2/8/2023        | 34038924-00     | refurbished motor          |               |               |                    |
| 1/13/2023       | 34038924-00     |                            |               |               |                    |
| 6/13/2022       | 34034484-00     | Scotia motor repair        |               | pump 1        | 11/21/2022         |
| 5/11/2022       | 34034441-00     | return motor               |               |               |                    |
| 5/11/2022       | 34034009-00     | possible warranty          |               |               |                    |
| 7/19/2021       | 34028128-00     |                            |               |               |                    |
| 250hp pump end  |                 |                            |               |               |                    |
| 12/31/2018      | 30032121-00     | 5 stg Peerless             | 30181003      |               |                    |
| 7/11/2019       | 30040363-00     | 3 stg 10TMH Berkeley       | 30190412      |               |                    |
| 8/1/2019        | 30042241-00     | 5 stg Peerless x 2         | 30190517      |               |                    |
|                 |                 |                            | 30190518      |               |                    |
| 5/26/2020       | 30054767-00     | 2 stg Flowise              | 30200288      |               |                    |
| 6/16/2022       | 30093517-00     | 2 stg Flowise              | 30220460      | motor-pump 1  | 2/10/2023          |
| 6/15/2022       | 30094191-00     | Repair pump end            |               | motor pump 2  | 4/18/2023          |
| 2/28/2023       | 30107589-00     | Repair pump end - Berkeley |               | spare         |                    |

# **Raw Water System Maintenance Sheets**

# **5**

| 8" Wye Strainer Flushing Valve   | Comments  |
|--|---|
| <p>Date: _____ Time: _____</p> <p>Fully open valve for 10 seconds <input type="checkbox"/></p> <p>Inlet Pressure (<math>P_{in}</math>) _____ psi</p> <p>Outlet Pressure (<math>P_{out}</math>) _____ psi</p> <p>Pressure Drop (<math>P_{in} - P_{out}</math>) _____ psi</p> <p>(5 psi maximum)</p> | <p><i>Refer to Page 520, 523, &amp; 816 of the Raw Water System O&amp;M Manual</i></p> <p><b><u>Checked by:</u></b></p> |

|                                |                              |   |
|--------------------------------|------------------------------|---|
| <b>Pressure Reducing Valve</b> |                              | Comments  |
| Date:                          | Time:                        | <i>Refer to Page 520, 521, 523 &amp; 713 of the Raw Water System O&amp;M Manual</i> |
| Inlet Pressure                 | _____ psi                    |   |
| Outlet Pressure                | _____ psi                    |   |
| Pressure Drop                  | _____ psi<br>(5 psi minimum) |   |
|                                |                              | <b><u>Checked by:</u></b>   |

[illegible]

| 8" Flow Meters   | Comments   |
|--|--|
| <p>Date: _____ Time: _____</p> <p>Visually inspect for proper functioning</p> <p>to Mill<br/> Serial # _____ <input type="checkbox"/></p> <p>Total Flow _____ <math>T+hf^3</math></p> <p>to Power Plant<br/> Serial # _____ <input type="checkbox"/></p> <p>Total Flow _____ <math>T+hf^3</math></p> | <p><i>Refer to Page 520, 523, 641, &amp; 858 of the Raw Water System O&amp;M Manual</i></p> <p><b><u>Checked by:</u></b></p> |



| Altitude Valve  |       | Comments   |
|---|-------|--|
| Date:   | Time: | <i>Refer to Page 520, 521, 523, &amp; 745 of the Raw Water System O&amp;M Manual</i> |
| Fire Water tank fill height _____                             | ft    |  |
| Overflow level _____  | ft    |  |
| Distance to overflow level _____                              | ft    |  |
| (proper distance: overflow - fill height = between 0.5 & 1.5) |       |  |
|   |       | <b><u>Checked by:</u></b>  |

[illegible]

| 10" Flow Meter @ Log Deck   | Comments   |
|---|--|
| <div data-bbox="151 1106 922 1134"> Date: _____ Time: _____ </div> <div data-bbox="151 1186 922 1215"> Visually inspect for proper functioning </div> <div data-bbox="151 1257 922 1285"> Serial # _____ <input data-bbox="807 1264 836 1270" type="checkbox"/> </div> <div data-bbox="151 1299 922 1327"> Total Flow _____ T+hf<sup>3</sup> </div> | <div data-bbox="922 1106 1562 1180"> Refer to Page 520, 523, 641, &amp; 858 of the Raw Water System O&amp;M Manual </div> <div data-bbox="922 1333 1562 1398"> <u>Checked by:</u> _____ </div> |

|                     |
|---------------------|
| Additional Comments |
|                     |

### Power Xpert Surge Protection (SPD)

*Refer to Page 1055 of the Raw Water System O&M Manual*

Check 'surge log' & 'surge categorization': Document **DATE & TIME** of any and all surges in comments (Page 2)

[illegible]

[illegible]

| HMI System |  | Comments   |
|------------|--|--|
| January    | Date: _____ Time: _____<br>Visually inspect feed-line (for water damage, etc.) <input type="checkbox"/><br>Visually inspect antenna for debris & direction <input type="checkbox"/><br>Visually inspect housing & interfaces <input type="checkbox"/><br>Visually inspect connections (loose connections, etc.) <input type="checkbox"/><br>Make SWR reading _____<br>Clean screens _____ <input type="checkbox"/> | <i>Refer to Page 6 of the Raw Water System O&amp;M Manual</i><br><br><u><b>Checked by:</b></u> |
|            |  |  |
|            |  |  |
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|            |  |  |
|            |  |  |
| February   | Date: _____ Time: _____<br>Visually inspect feed-line (for water damage, etc.) <input type="checkbox"/><br>Visually inspect antenna for debris & direction <input type="checkbox"/><br>Visually inspect housing & interfaces <input type="checkbox"/><br>Visually inspect connections (loose connections, etc.) <input type="checkbox"/><br>Make SWR reading _____<br>Clean screens _____ <input type="checkbox"/> | <u><b>Checked by:</b></u>  |
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|            |  |  |
|            |  |  |
| March      | Date: _____ Time: _____<br>Visually inspect feed-line (for water damage, etc.) <input type="checkbox"/><br>Visually inspect antenna for debris & direction <input type="checkbox"/><br>Visually inspect housing & interfaces <input type="checkbox"/><br>Visually inspect connections (loose connections, etc.) <input type="checkbox"/><br>Make SWR reading _____<br>Clean screens _____ <input type="checkbox"/> | <u><b>Checked by:</b></u>  |
|            |  |  |
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|            |  |  |
|            |  |  |
|            |  |  |
| April      | Date: _____ Time: _____<br>Visually inspect feed-line (for water damage, etc.) <input type="checkbox"/><br>Visually inspect antenna for debris & direction <input type="checkbox"/><br>Visually inspect housing & interfaces <input type="checkbox"/><br>Visually inspect connections (loose connections, etc.) <input type="checkbox"/><br>Make SWR reading _____<br>Clean screens _____ <input type="checkbox"/> | <u><b>Checked by:</b></u>  |
|            |  |  |
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|            |  |  |
|            |  |  |
| May        | Date: _____ Time: _____<br>Visually inspect feed-line (for water damage, etc.) <input type="checkbox"/><br>Visually inspect antenna for debris & direction <input type="checkbox"/><br>Visually inspect housing & interfaces <input type="checkbox"/><br>Visually inspect connections (loose connections, etc.) <input type="checkbox"/><br>Make SWR reading _____<br>Clean screens _____ <input type="checkbox"/> | <u><b>Checked by:</b></u>  |
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|            |  |  |
| June       | Date: _____ Time: _____<br>Visually inspect feed-line (for water damage, etc.) <input type="checkbox"/><br>Visually inspect antenna for debris & direction <input type="checkbox"/><br>Visually inspect housing & interfaces <input type="checkbox"/><br>Visually inspect connections (loose connections, etc.) <input type="checkbox"/><br>Make SWR reading _____<br>Clean screens _____ <input type="checkbox"/> | <u><b>Checked by:</b></u>  |
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| HMI System |  | Comments   |
|------------|--|--|
| July       | Date: _____ Time: _____<br>Visually inspect feed-line (for water damage, etc.) <input type="checkbox"/><br>Visually inspect antenna for debris & direction <input type="checkbox"/><br>Visually inspect housing & interfaces <input type="checkbox"/><br>Visually inspect connections (loose connections, etc.) <input type="checkbox"/><br>Make SWR reading _____<br>Clean screens _____ <input type="checkbox"/> | <i>Refer to Page 6 of the Raw Water System O&amp;M Manual</i><br><br><u><b>Checked by:</b></u> |
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|            |  |  |
|            |  |  |
| August     | Date: _____ Time: _____<br>Visually inspect feed-line (for water damage, etc.) <input type="checkbox"/><br>Visually inspect antenna for debris & direction <input type="checkbox"/><br>Visually inspect housing & interfaces <input type="checkbox"/><br>Visually inspect connections (loose connections, etc.) <input type="checkbox"/><br>Make SWR reading _____<br>Clean screens _____ <input type="checkbox"/> | <u><b>Checked by:</b></u>  |
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|            |  |  |
| September  | Date: _____ Time: _____<br>Visually inspect feed-line (for water damage, etc.) <input type="checkbox"/><br>Visually inspect antenna for debris & direction <input type="checkbox"/><br>Visually inspect housing & interfaces <input type="checkbox"/><br>Visually inspect connections (loose connections, etc.) <input type="checkbox"/><br>Make SWR reading _____<br>Clean screens _____ <input type="checkbox"/> | <u><b>Checked by:</b></u>  |
|            |  |  |
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| October    | Date: _____ Time: _____<br>Visually inspect feed-line (for water damage, etc.) <input type="checkbox"/><br>Visually inspect antenna for debris & direction <input type="checkbox"/><br>Visually inspect housing & interfaces <input type="checkbox"/><br>Visually inspect connections (loose connections, etc.) <input type="checkbox"/><br>Make SWR reading _____<br>Clean screens _____ <input type="checkbox"/> | <u><b>Checked by:</b></u>  |
|            |  |  |
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|            |  |  |
| November   | Date: _____ Time: _____<br>Visually inspect feed-line (for water damage, etc.) <input type="checkbox"/><br>Visually inspect antenna for debris & direction <input type="checkbox"/><br>Visually inspect housing & interfaces <input type="checkbox"/><br>Visually inspect connections (loose connections, etc.) <input type="checkbox"/><br>Make SWR reading _____<br>Clean screens _____ <input type="checkbox"/> | <u><b>Checked by:</b></u>  |
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|            |  |  |
| December   | Date: _____ Time: _____<br>Visually inspect feed-line (for water damage, etc.) <input type="checkbox"/><br>Visually inspect antenna for debris & direction <input type="checkbox"/><br>Visually inspect housing & interfaces <input type="checkbox"/><br>Visually inspect connections (loose connections, etc.) <input type="checkbox"/><br>Make SWR reading _____<br>Clean screens _____ <input type="checkbox"/> | <u><b>Checked by:</b></u>  |
|            |  |  |
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|            |  |  |

**Raw Water Operations and Maintenance**  
**Pump Control Power Building | Monthly Log**

**Scotia Community Service District**

| HMI System |   | Comments   |
|------------|---|--|
| January    | Date: _____ Time: _____   | <i>Refer to Page 6 of the Raw Water System O&amp;M Manual</i><br><br><b><u>Checked by:</u></b> _____ |
|            | Visually inspect feed-line (for water damage, etc.) <input type="checkbox"/>    |  |
|            | Visually inspect antenna for debris & direction <input type="checkbox"/>        |  |
|            | Visually inspect housing & interfaces <input type="checkbox"/>                  |  |
|            | Visually inspect connections (loose connections, etc.) <input type="checkbox"/> |  |
|            | Make SWR reading _____  |  |
|            | Clean screens _____ <input type="checkbox"/>                                    |  |
| February   | Date: _____ Time: _____   | <b><u>Checked by:</u></b> _____  |
|            | Visually inspect feed-line (for water damage, etc.) <input type="checkbox"/>    |  |
|            | Visually inspect antenna for debris & direction <input type="checkbox"/>        |  |
|            | Visually inspect housing & interfaces <input type="checkbox"/>                  |  |
|            | Visually inspect connections (loose connections, etc.) <input type="checkbox"/> |  |
|            | Make SWR reading _____  |  |
|            | Clean screens _____ <input type="checkbox"/>                                    |  |
| March      | Date: _____ Time: _____   | <b><u>Checked by:</u></b> _____  |
|            | Visually inspect feed-line (for water damage, etc.) <input type="checkbox"/>    |  |
|            | Visually inspect antenna for debris & direction <input type="checkbox"/>        |  |
|            | Visually inspect housing & interfaces <input type="checkbox"/>                  |  |
|            | Visually inspect connections (loose connections, etc.) <input type="checkbox"/> |  |
|            | Make SWR reading _____  |  |
|            | Clean screens _____ <input type="checkbox"/>                                    |  |
| April      | Date: _____ Time: _____   | <b><u>Checked by:</u></b> _____  |
|            | Visually inspect feed-line (for water damage, etc.) <input type="checkbox"/>    |  |
|            | Visually inspect antenna for debris & direction <input type="checkbox"/>        |  |
|            | Visually inspect housing & interfaces <input type="checkbox"/>                  |  |
|            | Visually inspect connections (loose connections, etc.) <input type="checkbox"/> |  |
|            | Make SWR reading _____  |  |
|            | Clean screens _____ <input type="checkbox"/>                                    |  |
| May        | Date: _____ Time: _____   | <b><u>Checked by:</u></b> _____  |
|            | Visually inspect feed-line (for water damage, etc.) <input type="checkbox"/>    |  |
|            | Visually inspect antenna for debris & direction <input type="checkbox"/>        |  |
|            | Visually inspect housing & interfaces <input type="checkbox"/>                  |  |
|            | Visually inspect connections (loose connections, etc.) <input type="checkbox"/> |  |
|            | Make SWR reading _____  |  |
|            | Clean screens _____ <input type="checkbox"/>                                    |  |
| June       | Date: _____ Time: _____   | <b><u>Checked by:</u></b> _____  |
|            | Visually inspect feed-line (for water damage, etc.) <input type="checkbox"/>    |  |
|            | Visually inspect antenna for debris & direction <input type="checkbox"/>        |  |
|            | Visually inspect housing & interfaces <input type="checkbox"/>                  |  |
|            | Visually inspect connections (loose connections, etc.) <input type="checkbox"/> |  |
|            | Make SWR reading _____  |  |
|            | Clean screens _____ <input type="checkbox"/>                                    |  |

**Raw Water Operations and Maintenance**  
**Pump Control Power Building | Monthly Log**

**Scotia Community Service District**

| HMI System |   | Comments   |
|------------|---|--|
| July       | Date: _____ Time: _____   | <i>Refer to Page 6 of the Raw Water System O&amp;M Manual</i><br><br><b><u>Checked by:</u></b> _____ |
|            | Visually inspect feed-line (for water damage, etc.) <input type="checkbox"/>    |  |
|            | Visually inspect antenna for debris & direction <input type="checkbox"/>        |  |
|            | Visually inspect housing & interfaces <input type="checkbox"/>                  |  |
|            | Visually inspect connections (loose connections, etc.) <input type="checkbox"/> |  |
|            | Make SWR reading _____  |  |
|            | Clean screens _____ <input type="checkbox"/>                                    |  |
| August     | Date: _____ Time: _____   | <b><u>Checked by:</u></b> _____  |
|            | Visually inspect feed-line (for water damage, etc.) <input type="checkbox"/>    |  |
|            | Visually inspect antenna for debris & direction <input type="checkbox"/>        |  |
|            | Visually inspect housing & interfaces <input type="checkbox"/>                  |  |
|            | Visually inspect connections (loose connections, etc.) <input type="checkbox"/> |  |
|            | Make SWR reading _____  |  |
|            | Clean screens _____ <input type="checkbox"/>                                    |  |
| September  | Date: _____ Time: _____   | <b><u>Checked by:</u></b> _____  |
|            | Visually inspect feed-line (for water damage, etc.) <input type="checkbox"/>    |  |
|            | Visually inspect antenna for debris & direction <input type="checkbox"/>        |  |
|            | Visually inspect housing & interfaces <input type="checkbox"/>                  |  |
|            | Visually inspect connections (loose connections, etc.) <input type="checkbox"/> |  |
|            | Make SWR reading _____  |  |
|            | Clean screens _____ <input type="checkbox"/>                                    |  |
| October    | Date: _____ Time: _____   | <b><u>Checked by:</u></b> _____  |
|            | Visually inspect feed-line (for water damage, etc.) <input type="checkbox"/>    |  |
|            | Visually inspect antenna for debris & direction <input type="checkbox"/>        |  |
|            | Visually inspect housing & interfaces <input type="checkbox"/>                  |  |
|            | Visually inspect connections (loose connections, etc.) <input type="checkbox"/> |  |
|            | Make SWR reading _____  |  |
|            | Clean screens _____ <input type="checkbox"/>                                    |  |
| November   | Date: _____ Time: _____   | <b><u>Checked by:</u></b> _____  |
|            | Visually inspect feed-line (for water damage, etc.) <input type="checkbox"/>    |  |
|            | Visually inspect antenna for debris & direction <input type="checkbox"/>        |  |
|            | Visually inspect housing & interfaces <input type="checkbox"/>                  |  |
|            | Visually inspect connections (loose connections, etc.) <input type="checkbox"/> |  |
|            | Make SWR reading _____  |  |
|            | Clean screens _____ <input type="checkbox"/>                                    |  |
| December   | Date: _____ Time: _____   | <b><u>Checked by:</u></b> _____  |
|            | Visually inspect feed-line (for water damage, etc.) <input type="checkbox"/>    |  |
|            | Visually inspect antenna for debris & direction <input type="checkbox"/>        |  |
|            | Visually inspect housing & interfaces <input type="checkbox"/>                  |  |
|            | Visually inspect connections (loose connections, etc.) <input type="checkbox"/> |  |
|            | Make SWR reading _____  |  |
|            | Clean screens _____ <input type="checkbox"/>                                    |  |

| PCP 100 Backup Battery     |   | Comments   |
|----------------------------|---|--|
| <b>Quarter 1 (Jan-Mar)</b> | Date: _____ Time: _____<br>Power Supply Voltage _____ vdc (14.5vdc: ideal)<br>SCADApk 5103 UPS Voltage _____ vdc (13.5vdc: set point)<br>Difference _____ vdc<br>(0.8vdc minimum) | <i>Refer to Page 6 of the Raw Water System O&amp;M Manual</i><br><br><b><u>Checked by:</u></b> _____ |
| <b>Quarter 2 (Apr-Jun)</b> | Date: _____ Time: _____<br>Power Supply Voltage _____ vdc (14.5vdc: ideal)<br>SCADApk 5103 UPS Voltage _____ vdc (13.5vdc: set point)<br>Difference _____ vdc<br>(0.8vdc minimum) | <b><u>Checked by:</u></b> _____  |
| <b>Quarter 3 (Jul-Sep)</b> | Date: _____ Time: _____<br>Power Supply Voltage _____ vdc (14.5vdc: ideal)<br>SCADApk 5103 UPS Voltage _____ vdc (13.5vdc: set point)<br>Difference _____ vdc<br>(0.8vdc minimum) | <b><u>Checked by:</u></b> _____  |
| <b>Quarter 4 (Oct-Dec)</b> | Date: _____ Time: _____<br>Power Supply Voltage _____ vdc (14.5vdc: ideal)<br>SCADApk 5103 UPS Voltage _____ vdc (13.5vdc: set point)<br>Difference _____ vdc<br>(0.8vdc minimum) | <b><u>Checked by:</u></b> _____  |
| <b>Additional Comments</b> |   |  |
|                            |   |  |



| PCP 200 Backup Battery |   | Comments   |
|------------------------|---|--|
| Quarter 1 (Jan-Mar)    | Date: _____ Time: _____                                 | <i>Refer to Page 6 of the Raw Water System O&amp;M Manual</i><br><br><b><u>Checked by:</u></b> _____ |
|                        | Power Supply Voltage _____ vdc (14.5vdc: ideal)         |  |
|                        | SCADApk 5103 UPS Voltage _____ vdc (13.5vdc: set point) |  |
|                        | Difference _____ vdc<br>(0.8vdc minimum)                |  |
| Quarter 2 (Apr-Jun)    | Date: _____ Time: _____                                 | <b><u>Checked by:</u></b> _____  |
|                        | Power Supply Voltage _____ vdc (14.5vdc: ideal)         |  |
|                        | SCADApk 5103 UPS Voltage _____ vdc (13.5vdc: set point) |  |
|                        | Difference _____ vdc<br>(0.8vdc minimum)                |  |
| Quarter 3 (Jul-Sep)    | Date: _____ Time: _____                                 | <b><u>Checked by:</u></b> _____  |
|                        | Power Supply Voltage _____ vdc (14.5vdc: ideal)         |  |
|                        | SCADApk 5103 UPS Voltage _____ vdc (13.5vdc: set point) |  |
|                        | Difference _____ vdc<br>(0.8vdc minimum)                |  |
| Quarter 4 (Oct-Dec)    | Date: _____ Time: _____                                 | <b><u>Checked by:</u></b> _____  |
|                        | Power Supply Voltage _____ vdc (14.5vdc: ideal)         |  |
|                        | SCADApk 5103 UPS Voltage _____ vdc (13.5vdc: set point) |  |
|                        | Difference _____ vdc<br>(0.8vdc minimum)                |  |
| Additional Comments    |   |  |
|                        |   |  |

| Intake ( <u>QUARTERLY</u> ) |   | Comments  |
|-----------------------------|---|---|
| Quarter 1 (Jan-Mar)         | Date: _____ Time: _____   | <i>Refer to Page 866 of the Raw Water System O&amp;M Manual</i><br><br><b>Checked by:</b> _____ |
|                             | Initial sediment depth _____ ft   |   |
|                             | Cleaning Start Time: _____ Stop Time: _____   |   |
|                             | Post-cleaning depth _____ ft  |   |
|                             | Backflushing required? Yes <input type="checkbox"/> No <input type="checkbox"/>   |   |
|                             | Final sediment depth _____ ft   |   |
|                             | Purge water disposed at:<br>WWTP <input type="checkbox"/> Log Pond <input type="checkbox"/> Baseball field <input type="checkbox"/> |   |
| Quarter 2 (Apr-Jun)         | Date: _____ Time: _____   | <b>Checked by:</b> _____  |
|                             | Initial sediment depth _____ ft   |   |
|                             | Cleaning Start Time: _____ Stop Time: _____   |   |
|                             | Post-cleaning depth _____ ft  |   |
|                             | Backflushing required? Yes <input type="checkbox"/> No <input type="checkbox"/>   |   |
|                             | Final sediment depth _____ ft   |   |
|                             | Purge water disposed at:<br>WWTP <input type="checkbox"/> Log Pond <input type="checkbox"/> Baseball field <input type="checkbox"/> |   |
| Quarter 3 (Jul-Sep)         | Date: _____ Time: _____   | <b>Checked by:</b> _____  |
|                             | Initial sediment depth _____ ft   |   |
|                             | Cleaning Start Time: _____ Stop Time: _____   |   |
|                             | Post-cleaning depth _____ ft  |   |
|                             | Backflushing required? Yes <input type="checkbox"/> No <input type="checkbox"/>   |   |
|                             | Final sediment depth _____ ft   |   |
|                             | Purge water disposed at:<br>WWTP <input type="checkbox"/> Log Pond <input type="checkbox"/> Baseball field <input type="checkbox"/> |   |
| Quarter 4 (Oct-Dec)         | Date: _____ Time: _____   | <b>Checked by:</b> _____  |
|                             | Initial sediment depth _____ ft   |   |
|                             | Cleaning Start Time: _____ Stop Time: _____   |   |
|                             | Post-cleaning depth _____ ft  |   |
|                             | Backflushing required? Yes <input type="checkbox"/> No <input type="checkbox"/>   |   |
|                             | Final sediment depth _____ ft   |   |
|                             | Purge water disposed at:<br>WWTP <input type="checkbox"/> Log Pond <input type="checkbox"/> Baseball field <input type="checkbox"/> |   |
| Additional Comments         |   |   |
|                             |   |   |

| 8" Wye Strainer   | Comments   |
|---|--|
| Date: _____ Time: _____<br><br>Visually inspect & clean gasket <input type="checkbox"/><br>Describe condition in comments box<br>Visually inspect & clean screen <input type="checkbox"/><br>Describe condition in comments box | Refer to Page 520, 523, & 816 of the Raw Water System O&M Manual<br><br><br><br><br><u>Checked By:</u> _____ |

| Pressure Reducing Valve  | Comments  |
|--|---|
| Date: _____ Time: _____<br><br>Remove & clean entire pilot system <input type="checkbox"/><br>Visually inspect & clean X101 Valve Position Indicator <input type="checkbox"/><br>Disassemble, inspect, & clean internal components <input type="checkbox"/><br>Reassemble and test:<br>Test #1: Diaphragm Check <input type="checkbox"/><br>Test #2: Freedom of Movement Check <input type="checkbox"/><br>Test #3: Tight Sealing Check <input type="checkbox"/> | Refer to Page 520, 521, 523, & 713 of the Raw Water System O&M Manual<br><br><br><br><br><br><br><u>Checked by:</u> _____ |

| Automatic Flushing Valve (PRV)   | Comments   |
|--|--|
| Date: _____ Time: _____<br><br>Visually inspect & clean filter housing <input type="checkbox"/><br><br>Visually inspect & clean F76 filter mesh <input type="checkbox"/><br>Describe condition in comments box | Refer to Page 520 & 839 of the Raw Water System O&M Manual<br><br><br><br><br><br><br><u>Checked by:</u> _____ |

| Air Release Valves  | Comments   |
|---|--|
| Date: _____ Time: _____<br><br>Serial # _____<br>Disassemble, inspect, and clean internal components <input type="checkbox"/><br>Re-pressurize and verify proper air expulsion <input type="checkbox"/><br><br>Serial # _____<br>Disassemble, inspect, and clean internal components <input type="checkbox"/><br>Re-pressurize and verify proper air expulsion <input type="checkbox"/> | Refer to Page 520, 523, & 622 of the Raw Water System O&M Manual<br><br><br><br><br><br><br><u>Checked by:</u> _____ |

| Gate Valves (GV) & Post Indicator Valves (PIV)  |                          | Comments  |
|---|--------------------------|---|
| Date:   | Time:                    | <i>Refer to Page 521 &amp; 784 of the Raw Water System O&amp;M Manual</i> |
| Influent Line GV Serial # _____                 |                          |   |
| Completely cycle valve                          | <input type="checkbox"/> |   |
| GV (Mill Meter Isolation) Serial # _____        |                          |   |
| Completely cycle valve                          | <input type="checkbox"/> |   |
| Secure valve wheel with chain & lock            | <input type="checkbox"/> |   |
| GV (Mill Meter Isolation) Serial # _____        |                          |   |
| Completely cycle valve                          | <input type="checkbox"/> |   |
| Secure valve wheel with chain & lock            | <input type="checkbox"/> |   |
| GV (Mill Meter Bypass) Serial # _____           |                          |   |
| Completely cycle valve                          | <input type="checkbox"/> |   |
| Secure valve wheel with chain & lock            | <input type="checkbox"/> |   |
| GV (Power Plant Meter Isolation) Serial # _____ |                          |   |
| Completely cycle valve                          | <input type="checkbox"/> |   |
| Secure valve wheel with chain & lock            | <input type="checkbox"/> |   |
| GV (Power Plant Meter Isolation) Serial # _____ |                          |   |
| Completely cycle valve                          | <input type="checkbox"/> |   |
| Secure valve wheel with chain & lock            | <input type="checkbox"/> |   |
| GV (Power Plant Meter Bypass) Serial # _____    |                          |   |
| Completely cycle valve                          | <input type="checkbox"/> |   |
| Secure valve wheel with chain & lock            | <input type="checkbox"/> |   |
| PIV (Mill) Serial # _____                       |                          | <b>Checked by:</b> _____  |
| Completely cycle valve                          | <input type="checkbox"/> |   |
| PIV (Power Plant) Serial # _____                |                          |   |
| Completely cycle valve                          | <input type="checkbox"/> |   |
| Additional Comments                             |                          |   |
|   |                          |   |

| Altitude Valve                                      |                          | Comments   |
|---|--------------------------|--|
| Date:   | Time:                    | <i>Refer to Page 520, 521, 523, 745 of the Raw Water System O&amp;M Manual</i> |
| Remove and clean entire pilot system                | <input type="checkbox"/> |  |
| Disassemble, inspect, and clean internal components | <input type="checkbox"/> |  |
| Reassemble and test:                                |                          |  |
| Test #1: Diaphragm Check                            | <input type="checkbox"/> |  |
| Test #2: Freedom of Movement Check                  | <input type="checkbox"/> |  |
| Test #3: Tight Sealing Check                        | <input type="checkbox"/> | <u>Checked by:</u>   |

| Automatic Flushing Valve (Altitude Valve) |                          | Comments   |
|---|--------------------------|--|
| Date:                                     | Time:                    | <i>Refer to Page 5220 &amp; 839 of the Raw Water System O&amp;M Manual</i> |
| Visually inspect & clean filter housing   | <input type="checkbox"/> |  |
| Visually inspect & clean F76 filter mesh  | <input type="checkbox"/> |  |
| Describe condition in comments box        |                          | <u>Checked by:</u>   |

[illegible]

|                     |
|---------------------|
| Additional Comments |
|                     |

|   |  |
|---|--|
| <b>Hitachi 250 HP Motor</b>   | Comments   |
| Date: _____ Time: _____<br><br>Read voltage and current (compare to records)<br>Voltage _____ V<br>Current _____ A<br>Wet well water level _____ ft | <i>Refer to Page 521, 523, &amp; 526 of the Raw Water System O&amp;M Manual</i><br><br><br><br><br><br><br><br><br><br><b><u>Checked by:</u></b> _____ |

| Mainline Flow Meter   | Comments  |
|---|---|
| Date: _____ Time: _____<br><br>Visually inspect for proper functioning<br><br>Serial # _____ <input type="checkbox"/><br>Total Flow _____ T+hf <sup>3</sup> | Refer to Page 520, 523, 641, & 858 of the Raw Water System O&M Manual<br><br><br><b>Checked by:</b> _____ |

| Gate Valves (GV: Mainline Meter Isolation and Bypass)   | Comments   |
|---|--|
| Date: _____ Time: _____<br><br>GV Serial # _____<br>Completely cycle valve <input type="checkbox"/><br><br>GV Serial # _____<br>Completely cycle valve <input type="checkbox"/><br><br>GV Serial # _____<br>Completely cycle valve <input type="checkbox"/> | Refer to Page 521 & 784 of the Raw Water System O&M Manual<br><br><br><b>Checked by:</b> _____ |

| Air Release Valve (Steam Chase & Mainline Flow Meter)   | Comments  |
|---|---|
| Date: _____ Time: _____<br><br>@ Steam Chase:<br>Serial # _____<br>Disassemble, inspect, and clean internal components <input type="checkbox"/><br>Re-pressurize and verify proper air expulsion <input type="checkbox"/><br><br>@ Mainline Flow Meter:<br>Serial # _____<br>Disassemble, inspect, and clean internal components <input type="checkbox"/><br>Re-pressurize and verify proper air expulsion <input type="checkbox"/> | Refer to Page 520, 523 & 622 of the Raw Water System O&M Manual<br><br><br><b>Checked by:</b> _____ |

| Blow Off Valves  | Comments   |
|--|--|
| Date: _____ Time: _____<br><br>@ Steam Chase (~40' Downstream of CARV):<br>Serial # _____<br>Flush until water runs clear (30 seconds minimum)<br>Pump Running <input type="checkbox"/> & Pump Off <input type="checkbox"/><br><br>@ Mainline Flowmeter:<br>Serial # _____<br>Flush until water runs clear (30 seconds minimum)<br>Pump Running <input type="checkbox"/> & Pump Off <input type="checkbox"/> | Refer to Page 520 of the Raw Water System O&M Manual<br><br><br><b>Checked by:</b> _____ |

# **SHN's River Intake Wet Well Cleaning and Monitoring Plan**

**6**





Reference: 005161.514

May 18, 2023

Leslie Marshall, Interim General Manager  
Scotia Community Services District  
PO Box 104  
Scotia, CA 95565

## **Subject: River Intake Wet Well Cleaning and Monitoring Plan**

Dear Leslie Marshall,

The wet well structure is approximately 41 feet deep from the top of the new structure down to a shelf. A rectangular sump is located beneath both pumps and extends an additional 4 feet down from the shelf for an overall depth of approximately 45 feet. The sump appears to have been constructed to allow for sediment accumulation. In order to account for the impact from recent droughts, the new pumps have been set at an elevation that extends the motors into the rectangular sump.

The contractor has installed an air-lift piping system extending down to the bottom of the sump and provided inspection ports that allow for a direct pathway for monitoring of sediment depth. Thus, equipment is in place to facilitate monitoring and removal of sediment from the sump. The minimum cubic feet per minute (cfm) for an air compressor to facilitate the removal of fine material in a 4-inch line is in the range of 250 to 300 cfm.

To maintain the warranty on the river intake pump installed at this lower elevation, Wahlund Construction (the contractor) has required a monitoring and cleaning plan to ensure the motor does not become silted in. The cleaning and monitoring plan presented herein must be adjusted for such conditions as sedimentation rates and equipment efficacy.

## **Wet Well Monitoring**

The diamond plate covers on the vault have been provided with two hinged sections to access the valve area. These hinged sections are located directly above 2.5-inch diameter holes in each of the pump bearing plates. These holes have a clear pathway from the top of the structure to the sump immediately adjacent to each pump suction area. SHN has verified that a sludge monitoring pole or inspection camera is able to clear all obstructions and reach the base of the sump.

**River Intake Wet Well Monitoring and Cleaning Plan**

May 18, 2023

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The procedure for monitoring is as follows:

1. Ensure all wet well pumps are off and will not automatically turn on during inspection.
2. Remove hatch bolts and open the hinged hatch in diamond plate vault cover
3. Retrieve 4x 10-foot aluminum pole sections with threaded couplers and a 5-foot graduated sludge sample tube. These items have been stored within the upper vault.
4. Install cotter pin clip onto the top hole of the first section of pole.
5. Thread (hand tight) the sample tube into the first section of pole.
6. Lower the first pole section and sample tube through the 2.5-inch pump steel plate hole until the assembly rests on the cotter pin clip. This leaves approximately 2' of pole exposed above the pump plate. (See Appendix 1.)
  - a. Note that the cotter pin clips are a safety measure to keep the pole from dropping into the well, thus one must always be installed in pole.
7. Insert a cotter pin clip into the top hole of the second pole, then thread (hand tight) the second 10-foot pole section onto the first pole section.
8. Remove the lower cotter pin clip from the first pole section and lower the assembly until it rests on the upper cotter pin clip.
  - a. Note that lowering of the assembly may require some maneuvering of the pole past the lower vault slab, pipe flanges, and the basket screen. However, the pathway has been verified as functional for both pumps.
9. Assemble the remaining two sections of pole, one at a time, while lowering the poles and resting on upper cotter pin clips. Ensure that cotter pin clips are installed prior to threading so that one always retains the pole on the pump plate.
10. Once all sections are assembled, lower the pole into the sump until the concrete base is felt. Caution: exercise caution pushing the pole downward through sediment as the plastic sample tube may collapse. The weight of the assembly is generally sufficient for sample collection.
  - a. Note that at full depth, the top of the pole assembly is flush with the top of the diamond plate cover.
11. Raise the assembly, removing each section individually as it becomes accessible and placing cotter pin clips at each step.
12. Retrieve the final sludge sample section and note the sediment depth on the graduations.
13. Perform items 4-12 on the second inspection port.
14. Replace the sampling assembly and poles in the vault and bolt the hinged plates.

The above procedure is recommended to be performed by two persons but could be achieved with some difficulty by one individual.



## Wet Well Cleaning Procedure

The following cleaning procedure is preliminary and should be adjusted as conditions change.

1. Ensure all wet well pumps are off and will not automatically turn on during cleaning.
2. Utilize the sludge sampler as described above. If sediment levels are greater than 6 inches, proceed to step 3. Maximum sediment levels in the wet well should not be greater than 12 inches.
3. Remove plug on 4-inch galvanized air-lift pipe tee and direct discharge hose into 250-gallon poly tote (note multiple totes may be necessary for cleaning). (See Appendix 1.)
4. Monitor sludge depth in wet well sump using a sludge judge sampling device or a closed-circuit television (CCTV) push camera. (See Appendix 2 for Monitoring Form.)
5. Connect a 300-cfm towable air compressor to the air-lift hose fitting (available at Sunbelt Rentals).
6. Engage air flow.
7. Maintain cleaning for a period of not less than 5 minutes and extending until flushing water runs clear. For best results, run air lift for 30-second intervals, then off for 10 seconds to allow for stirring of the sediment and better removal.
8. Recheck sludge depth in wet well sump using a sludge judge sampling device. Total depth from top metal plate to bottom of sump is approximately 45 feet.
9. If sediment still present, backflushing of wet well sump may be required.
  - a. Connect 4-inch galvanized pipe to raw water supply line.
  - b. Open valve and flush sump with water from raw water line for 5 minutes; close valve.
  - c. Disconnect backflush water line from 4-inch galvanized pipe and reconnect and direct discharge hose into 250-gallon poly tote.
  - d. Repeat Steps 4–6. Note: A vac truck may be necessary to enhance removal of solids from air suction lift.
  - e. Recheck sludge depth in wet well sump using a sludge judge sampling device or a CCTV push camera
10. Restore piping plugs and return system to service. **Note: allow for 6-8 hours of rest before engaging pump system.**
11. Apply purge water from wet well cleaning operations to the baseball field, log pond, or wastewater treatment plant.

## Monitoring

Inspection of sediment accumulation is to be performed by SCSD personnel. SCSD personnel should observe sediment accumulation within the wet well monthly during the wet season, and quarterly during the dry season. If flood conditions overtop the wet well structure, sediment depth should be



Leslie Marshall

## **River Intake Wet Well Monitoring and Cleaning Plan**

May 18, 2023

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evaluated after the river has receded to safe levels. A sludge judge sampler will be used to observe sediment accumulation within the sump. Sediment levels in the sump should not exceed 12 inches.

## **Estimated Schedule**

Monitoring should occur monthly during the wet season and quarterly during the dry season. Cleaning should occur semiannually (end of winter and beginning of the fall). If flood conditions result in high sediment deposition within the well, additional and more intensive cleaning efforts (for example, dive cleaning) may be required. Additionally, visual inspection of the wet well is recommended annually using a waterproof camera or CCTV camera.

Please call either of us at (707) 441-8855 if you have any questions.

Sincerely,

**SHN**



Mike Foget, PE  
Project Manager



Pieter Gustavson, PE  
Project Engineer

MKF:PEG:ame

Appendices:   1. Photos  
                  2. Monitoring Form



# Photos **1**



Fourth Pole (final) with tape on end to retain the rope.

Upper Cotter Pin Clip

Inner rope to ensure segments are retained and can be retrieved should a coupler fail.

Cotter Pin Clip resting on pump plate. Swap locations as necessary always maintaining one clip in lowest pole to prevent loss of assembly within wet well.





Pole segment #2

Coupler for joining 4 aluminum pole sections

Cotter Pin Clip for retaining pole sections.





Air hose connection  
with ball valve

4" tee with plug



# Monitoring Form **2**

# Scotia CSD

## River Intake Sediment Monitoring Log

| Date:    | Date of Previous Cleaning | Sediment Level (in) |                | Action Taken/Comments:   | Initials |
|----------|---------------------------|---------------------|----------------|--|----------|
|          |                           | Pump 1 (North)      | Pump 2 (South) |  |          |
| 11/24/21 | 11/17/21                  | ~2                  | ~2             | Light suspended material and minimal accumulation. No cleaning necessary.  | PG/RM    |
| 1/4/22   | 11/17/21                  | <2                  | <2             | Light suspended floc in water column, no sediment accumulation measured by sampler for either pump. No cleaning necessary. | PG/KR    |
| 3/22/23  | 11/17/21                  |                     |                | Cleaned road and top of structure of heavy sediment accumulation. Cleaned intake with both external and internal airlift   | GH/JR    |
| 4/18/23  | 3/22/23                   | <2                  | <2             | Cleaned road and top of structure of heavy sediment accumulation. Cleaned intake with internal airlift                     | GH/KR    |
|          |                           |                     |                |  |          |
|          |                           |                     |                |  |          |
|          |                           |                     |                |  |          |
|          |                           |                     |                |  |          |
|          |                           |                     |                |  |          |
|          |                           |                     |                |  |          |
|          |                           |                     |                |  |          |
|          |                           |                     |                |  |          |
|          |                           |                     |                |  |          |
|          |                           |                     |                |  |          |
|          |                           |                     |                |  |          |
|          |                           |                     |                |  |          |

### **Notes:**

Wet well sediment level for each pump to be monitored monthly with a sludge sample column. Take note of sediment type/composition (sand/silt). Cleaning via air lift system recommended at a maximum of 12 inches of accumulation. Wet well base from top concrete slab is approximately 40.7 feet, depth to bench is approximately 36.7 feet.

## **Easement Description Investigation Agreement**

This Easement Description Investigation Agreement (“Agreement”) is made effective as of \_\_\_\_\_, 2023 (the “Effective Date”), by and between TOWN OF SCOTIA COMPANY, LLC, a Delaware limited liability company ("TOS"), and the SCOTIA COMMUNITY SERVICES DISTRICT, a California Community Services District formed pursuant to California Government Code §§ 61000, et seq. ("District").

As used herein, capitalized terms shall have the same meaning as that assigned in the *Irrevocable Offer of Dedication: Utility Corridor Infrastructure, dated August \_\_, 2023*.

TOS has identified two potential gaps in the legal descriptions prepared for Utility Corridor Infrastructure easements pertaining to backflow line located on Scotia Union School District Property (“School”), and Garage Lot 71 (“Garage”) within the Town of Scotia. Additionally, TOS has investigated the status of any existing easement legal description gaps running directly from the river intake pumps within the Scotia Raw Water System (“Intake Pumps”).

TOS, at its expense, hereby agrees to utilize commercially reasonable efforts to secure and deed to the District utility easements for continued operation of the backflow lines located on the aforementioned School and Garage properties, and agrees to make reasonable efforts to secure said easements in a timely manner and prior to approval of Phase IV. TOS hereby assigns its rights and interests acquired from Humboldt Redwood Company (“HRC”) to the District, as recited immediately below.

Attached hereto, and incorporated herein and made part of this Agreement, is the June 19, 2012, “HRC Lot Line Adjustment Utility Easement & Subdivision Improvement Agreement” between the TOS and the Humboldt Redwood Company (“HRC”), hereafter the “2012 Agreement.” As set forth in the 2012 Agreement, HRC granted to TOS, *inter alia*, a utility easement providing TOS all rights to operate all existing utility lines located on HRC property, which includes any utility connections to the Intake Pumps (“Easement”). In particular, the 2012 Agreement provides:

- Section 2: “TOS hereby reserves for itself and its successors and assigns, a perpetual, irrevocable, non-exclusive easement and right of way (“Easement Area”) in, on, over, under, along or across which the existing utility lines are installed as of the Effective Date of this Agreement” for the purpose of serving both the HRC property and the adjacent property, as more fully depicted in the area map attached to the 2012 Agreement.
- Section 3: Following TOS’ conveyance of ownership and/or rights to operate the adjacent property and/or the utility infrastructure to the District, the Easement granted under the 2012 Agreement “may be used and exercised by the Utility Provider and its agents and representatives, and the Easement shall thereupon be an easement in gross for the benefit of the utility provider and not appurtenant to the all or any portion of the Adjacent Property.”... .”

- Section 10: “TOS may from time to time in its sole and absolute discretion without obtaining the consent from HRC, in conjunction with the sale of the Adjacent Property or the transfer of rights to a Utility Provider, delegate, assign or otherwise transfer (“Transfer”) all or any portion of its rights and obligations under this Agreement, provided that TOS shall provide HRC with prior written notice of any such Transfer and providing that transferee shall assume in writing TOS’s obligations under this Agreement.”

In furtherance of TOS’s rights under the 2012 Agreement, TOS agrees to Transfer, and the District agrees to accept, all of its rights and obligations pertaining to the perpetual, irrevocable, non-exclusive easement and right of way in, on, over, under, along or across which the existing utility lines are installed as of the Effective Date of the 2012 Agreement, as more fully described in the 2012 Agreement, to the District for the purpose of the District maintaining the utility infrastructure identified in the 2012 Agreement in furtherance of the District’s provision of utility services to the HRC property and all adjacent properties within the Town of Scotia. In furtherance of the Transfer of these easement rights and obligations, the TOS agrees to complete all pre-transfer written notice agreements to HRC, and prepare a written Memoranda of Agreement memorializing the transfer of said easement rights and obligations to the District in a form acceptable to the District, which shall include as attachments the 2012 Agreement and this Agreement, and shall be recorded with the Humboldt County Recorder’s Office not later than seven (7) days following full ratification.

TOS and District acknowledge that nothing in this Agreement is intended as an express or implied admission that either TOS or the District lacks the right to use and operate all utility infrastructure as currently and historically operated, or that either TOS or the District lacks the right to keep and maintain all such infrastructure by perfected easement.

**TOS:**

TOWN OF SCOTIA COMPANY, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Steven T. Deike, President

**District:**

SCOTIA COMMUNITY SERVICES DISTRICT, a California Community Services District

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_