

As a matter of proper business decorum, the Board of Commissioners respectfully request that all cell phones be turned off or placed on vibrate. To prevent any potential distraction of the proceeding, we request that side conversations be taken outside the meeting room.

**REGULAR BOARD MEETING**  
**VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY**  
**VICTORVILLE CITY HALL, CONFERENCE ROOM D**  
**14343 CIVIC DRIVE, VICTORVILLE CA 92392**  
**Thursday, September 15, 2022**  
**Closed Session 7:30 a.m. Open Session 8:00 a.m.**

*VVWRA is committed to protecting public health and the environment in the Victor Valley by providing effective and fiscally responsible wastewater collection, treatment, and recycling.*

**Call to Order**

**Higgins**

**Roll Call**

**Casteel**

**Public Comments- Closed Session Agenda Items**

**Higgins**

**CLOSED SESSION:** During the course of conducting the business set forth on this agenda as a regular meeting of the Board, the Chair may convene the Board in closed session to consider matters of pending real estate negotiations, pending or potential litigation, or personnel matters, pursuant to Government Code Sections 54956.8, 54956.9, 54957 or 54957.6, as noted. Reports relating to (a) purchase and sale of real property; (b) matters of pending or potential litigation; or (c) employment actions, or which are exempt from public disclosure under the California Public Records Act, may be reviewed by the Board during a permitted closed session and are not available for public inspection. At such time the Board takes final action on any of these subjects, the minutes will reflect all required disclosures of information. Closed Session is scheduled to commence at 7:30 a.m.. If the matters discussed in closed session require additional time beyond 8:00 a.m., in deference to the public, the Board may continue the Closed Session discussion after Open Session is concluded. In that case, Closed Session will resume after the Commissioners Comments section and any reportable action will be reported after the continued Closed Session has concluded and before adjournment.

**Closed Session**

**Item 1.** (Gov. Code Sec. 54954.5-54956.9(d))- Government Tort Claim- City of Hesperia- Settlement Discussion

**Item 2.** (Gov. Code Sec. 54956.9(d)) Conference with Legal - Threatened or Potential Litigation

**Call to Order & Pledge of Allegiance**

**Higgins**

**Report from Closed Session**

**Legal**



Opportunity for members of the public to directly address the Board on items of public interest within its jurisdiction. The public may also address the Board on items being considered on this agenda. VVWRA requests that all public speakers complete a speaker’s card and provide it to the Secretary. Persons desiring to submit paperwork to the Board of Commissioners shall provide a copy of any paperwork to the Board Secretary for the official record. We request that remarks be limited to five minutes or less. Pursuant to Government Code Section 54954.3, if speaker is utilizing a translator, the total allotted time will be doubled.

**Possible Conflicts of Interest**

**Higgins**

**Consent Calendar**

**Higgins**

All matters placed on the Consent Calendar are considered as not requiring discussion or further explanation and unless any particular item is requested to be removed from the Consent Calendar by a Commissioner, staff member or member of the public in attendance, there will be no separate discussion of these items. All items on the Consent Calendar will be enacted by one action approving all motions and casting a unanimous ballot for resolutions included on the consent calendar. All items removed from the Consent Calendar shall be considered in the regular order of business.

**Item 3. Receive, Approve and File Minutes**

- Regular Board Meeting 08/18/22

**Item 4. Receive, Approve and File August 2022 Disbursement**

- Warrant Summary Disbursements

**Poulsen**

**Board Action Required**

Staff Recommendation: Approve as presented

**Action Items**

*The Executive Leadership Team will provide brief updates on existing matters under their purview and will be available to respond to any questions thereof.*

**Item 5. Recommendation to Adopt Resolution 2022-10 Amendment to the Conflict-of-Interest Code**

It is recommended that the Board of Commissioners adopt Resolution 2022-10 Amendment to the Conflict-of-Interest Code

**Casteel**

**Board Action Required**

Staff Recommendation: Approve as Presented

**Item 6. Recommendation to Authorize the General Manager Approve an Amendment of Trimax’s PLC Replacement Project Contract to Include Final Phase 4 in the Amount of \$280,670.00**

It is recommended that the Board of Commissioners authorize the General Manager to approve an amendment of Trimax’s Programmable Logic Controllers (PLC) replacement project contract to include phase 4 in the amount of \$280,670.00

**Laari**



<b><u>Board Action Required</u></b>	
Staff Recommendation: Approve as Presented	
<p><b><u>Item 7.</u> Recommendation to Authorize the General Manager to Purchase PLC's and Services, to Install New Program Changes to Blowers 4 and 5, from the Sole Source Provider Howden (Turblex), for an Amount Not to Exceed \$175,000</b></p> <p>It is recommended that the Board of Commissioners authorize the General Manager to purchase PLCs and services, to install new program changes to blowers 4 and 5, from the sole source provider Howden (Turblex), for an amount not to exceed \$175,000.00</p>	<b>Laari</b>
<b><u>Board Action Required</u></b>	
Staff Recommendation: Approve as Presented	
<p><b><u>Item 8.</u> Recommendation to Authorize the General Manager to Sign an Agreement for a Temporary Construction Easement (TCE) With Southwest Gas (SWG) to Permit Them Access to Install a New Gas Main Through the VVWRA Property</b></p> <p>It is recommended that the Board of Commissioners authorize the General Manager to execute an agreement for a TCE with SWG to permit them access to install a new gas main through the VVWRA property upon legal review and approval of the agreement with the authority to make minor changes.</p>	<b>Poulsen</b>
<b><u>Board Action Required</u></b>	
Staff Recommendation: Approve as Presented	

**Staff Reports**

<b><u>Item 9.</u> General Managers Report</b>	<b>Poulsen</b>
<b><u>Item 10.</u> Financial and Investment Report – 2nd Quarter 2022</b>	<b>Keagy</b>
<b><u>Item 11.</u> Operations and Maintenance Report – 2nd Quarter 2022</b>	<b>Adams</b>
<b><u>Item 12.</u> Environmental Compliance Report – 2nd Quarter 2022</b>	<b>Laari</b>
<b><u>Item 13.</u> Septage Receiving Facility Report – 2nd Quarter 2022</b>	<b>Laari</b>
<b><u>Item 14.</u> Safety and Communication Report – 2nd Quarter 2022</b>	<b>Wylie</b>

**Adjournment**

**Higgins**

The board will adjourn to a regular board meeting



## American Disabilities Act Compliance Statement

Government Code Section 54954.2(a)



*Any request for disability-related modifications or accommodations (including auxiliary aids or services) sought to participate in the above public meeting should be directed to the VVWRA's Secretary at (760) 246-8638 at least 72 hours prior to the scheduled meeting. Requests must specify the nature of the disability and the type of accommodation requested.*

### **Agenda posting**

Government Code Section 54954.2

*This agenda has been posted in the main lobby of the Authority's Administrative offices not less than 72 hours prior to the meeting date and time above. All written materials relating to each agenda item are available for public inspection in the office of the Board Secretary.*

### **Agenda items received after posting**

Government Code Section 54957.5

*Materials related to an item on this agenda submitted after distribution of the agenda packet are available for public review at the VVWRA office located at, 20111 Shay Road, Victorville CA 92394. The materials will also be posted on the VVWRA website at [www.vvwra.com](http://www.vvwra.com).*

### **Items Not Posted**

Government Code Section 54954.2(b)

*In the event any matter not listed on this agenda is proposed to be submitted to the Board for discussion and/or action, it will be done as an emergency item or because there is a need to take immediate action, which came to the attention of the Board subsequent to the posting of the agenda, or as set forth on a supplemental agenda posted in the manner as above, not less than 72 hours prior to the meeting date.*

### **Items Continued**

Government Section 54954.2(b)(3)

*Items may be continued from this meeting without further notice to a Committee or Board meeting held within five (5) days of this meeting*

### **Meeting Adjournment**

*This meeting may be adjourned to a later time and items of business from this agenda may be considered at the later meeting by Order of Adjournment and Notice*

*VVWRA's Board Meeting packets and agendas are available for review on its website at [www.vvwra.com](http://www.vvwra.com). The website is updated on Friday preceding any regularly scheduled board meeting.*





**MINUTES OF A REGULAR MEETING  
REGULAR MEETING OF THE BOARD OF COMMISSIONERS  
VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY (VWRA)  
August 18, 2022**

**CALL TO ORDER:** Chair Dakota Higgins called the meeting to order at 7:33 AM; in Conference Room D at Victorville City Hall, located at 14343 Civic Drive, Victorville California, with the following members present:

<b>ORO GRANDE (CSA 42) AND SPRING VALLEY LAKE (CSA 64) TOWN OF APPLE VALLEY CITY OF VICTORVILLE CITY OF HESPERIA</b>	<b>Dakota Higgins, Chair  Scott Nassif, Vice-Chair Debra Jones, Secretary Larry Bird, Treasurer</b>
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**VWRA Staff and Legal Counsel:**

<b>Darron Poulsen, General Manager Kristi Casteel, Executive Assistant Piero Dallarda, Legal Counsel (BB&amp;K)</b>	<b>Chieko Keagy, Controller Brad Adams, Plant Superintendent</b>
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**Guest Present:**

<b>Brain Gengler, City of Victorville</b>	<b>Janele Davidson, City of Victorville</b>
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**CLOSED SESSION**

**PUBLIC COMMENTS- CLOSED SESSION AGENDA**

Chair Higgins asked if there were any comments from the public regarding any item on the Closed Session Agenda. Hearing none, Chair Higgins called for a motion to enter into Closed Session.

<b>Moved: Commissioner Nassif</b>	<b>Second: Commissioner Jones</b>
<b>Motion to enter into Closed Session</b>	
<b>Motion passed by a 4-0 roll call vote</b>	

**REGULAR SESSION**

**CALL TO ORDER & PLEDGE OF ALLEGIANCE**

Chair Higgins called the meeting to order at 8:36 AM.

**REPORT FROM CLOSED SESSION**      None

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**PUBLIC COMMENTS- REGULAR SESSION AGENDA**      None

**POSSIBLE CONFLICT OF INTEREST**

Commissioner Nassif will be abstaining from any disbursements to Napa Auto Parts on item 4

**CONSENT CALENDAR:**

- 3. Receive, Approve and File Minutes, July 21, 2022**
- 4. Receive, Approve and File July 2022 Disbursement**

**Moved: Commissioner Bird                      Second: Commissioner Nassif**

**Approval of the Consent Calendar Items 3 and 4 with Commissioner Nassif abstaining from any disbursements to Napa Auto Parts on item 4.**

**Chair Higgins- Yes**

**Commissioner Nassif - Yes**

**Commissioner Jones - Yes**

**Commissioner Bird - Yes**

**Motion passed by a 4-0 roll call vote**

**ACTION ITEM:**

- 5. Recommendation to Adopt Resolution 2022-09 to Amend the VVWRA Procurement Policy to Match the New Purchasing Authority Levels and the New Job Titles Approved in the FY 2022-23 Fiscal Budget**

The Board will consider approval to adopt Resolution 2022-09 to amend the VVWRA procurement policy to match the new purchasing authority levels and the new job titles approved in the FY 2022-23 Fiscal Budget

**Moved: Commissioner Bird                      Second: Commissioner Nassif**

**Approval adopt Resolution 2022-09 to amend the VVWRA procurement policy to match the new purchasing authority levels and the new job titles approved in the FY 2022-23 Fiscal Budget**

**Chair Higgins- Yes**

**Commissioner Nassif - Yes**

**Commissioner Jones - Yes**

**Commissioner Bird - Yes**

**Motion passed by a 4-0 roll call vote**

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- 6. Recommendation to Authorize the General Manager to Sign a Water Quality Management Plan (WQMP) Agreement with the City of Victorville or a Notice to Transfer the Agreement to American Organics for the Expansion of the American Organics Operations on VVWRA Property Pending Legal Review and Approval**

The Board will consider authorize the General Manager to sign a Water Quality Management Plan (WQMP) agreement with the City of Victorville or a notice to transfer the agreement to American Organics for expansion of the American Organics operations on VVWRA property pending legal review and approval

**Moved: Commissioner Higgins**

**Second: Commissioner Jones**

**Approval to authorize the General Manager to sign a Water Quality Management Plan (WQMP) agreement with the City of Victorville or a notice to transfer the agreement to American Organics for expansion of the American Organics operations on VVWRA property pending legal review and approval**

**Chair Higgins- Yes**

**Commissioner Nassif - Yes**

**Commissioner Jones - Yes**

**Commissioner Bird - Yes**

**Motion passed by a 4-0 roll call vote**

- 7. Recommendation to Authorize the General Manager to Sign a Three-Year Professional Services Agreement with Larry Walker and Associates to Provide Environmental Services**

The Board will consider approval to authorize the General Manager to sign a three-year professional services agreement with Larry Walker and Associates to provide environmental service for an amount not to exceed \$70,000 per fiscal year

**Moved: Commissioner Nassif**

**Second: Commissioner Higgins**

**Approval to authorize the General Manager to sign a three-year professional services agreement with Larry Walker and Associates to provide environmental service for an amount not to exceed \$70,000 per fiscal year**

**Chair Higgins- Yes**

**Commissioner Nassif - Yes**

**Commissioner Jones - Yes**

**Commissioner Bird - Yes**

**Motion passed by a 4-0 roll call vote**

**8. Recommendation to Consider and Provide Direction on a Reduction or Repayment Terms for Required Connection Fees for the Los Ranchos Mobile Home Park in the Town of Apple Valley**

The Board will consider and provide direction on a reduction or repayment terms for the required connection fees for the Los Ranchos Mobile Home Park in the Town of Apple Valley

**No action taken**

**CLOSED SESSION (If Closed Session is continued)**

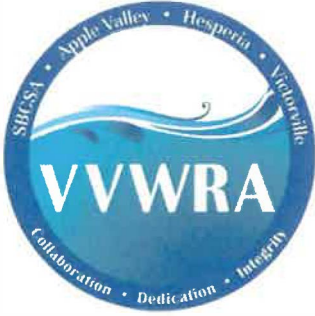
**ADJOURNMENT**

The board will adjourn to a regular board meeting on September 15, 2022, at 7:30 a.m.

**APPROVAL:**

**DATE:** \_\_\_\_\_ **BY:**

Approved by Debra Jones, Secretary  
VVWRA Board of Commissioners



## Victor Valley Wastewater Reclamation Authority

*A Joint Powers Authority and Public Agency of the State of California*

Administrative Offices

20111 Shay Road, Victorville, CA 92394


Telephone: (760) 246-8638

Fax: (760) 948-9897

e-mail: mail@vwwra.com

**DATE:** September 15, 2022

**TO:** Darron Poulsen  
General Manager

**FROM:** Chieko Keagy   
Controller

**SUBJECT:** Cash Disbursements Register

### RECOMMENDED ACTION

It is recommended that the Board of Commissioners approve the cash disbursements and payroll register for the Victor Valley Wastewater Reclamation Authority.

### BACKGROUND

The Cash Disbursements Register totals represented below are for the month of AUGUST 2022, check numbers 124734-124795 and ACH's.

<i>Accounts Payable</i>			
<i>Checks</i>	<i>ACH's and EFT's</i>	<i>Payroll</i>	<i>Total</i>
<i>\$139,460.67</i>	<i>\$1,095,247.59</i>	<i>\$378,544.97</i>	<i>\$1,613,253.23</i>

**Victor Valley Wastewater Reclamation Authority**  
**Cash Disbursement Register**  
**From 8/1/22 through 8/31/22**

Vendor Name	Payment #	Date	Total
Answering 365	124734	08/04/22	\$ 173.00
City Of Victorville / Sanitation	124735	08/04/22	\$ 3,840.88
Dell Inc.	124736	08/04/22	\$ 492.07
Guardian	124737	08/04/22	\$ 1,304.46
High Desert Backflow - Aaa Action Backflow, Llc	124738	08/04/22	\$ 400.00
High Desert Lock & Safe	124739	08/04/22	\$ 1,384.03
Napa Victorville	124740	08/04/22	\$ 791.61
Orkin	124741	08/04/22	\$ 452.00
Prudential Overall Supply	124742	08/04/22	\$ 832.71
Robert R. Yeghoian Co, Inc	124743	08/04/22	\$ 995.00
Airgas Usa, Llc	124744	08/10/22	\$ 1,244.11
Alertone Service, Inc	124745	08/10/22	\$ 1,800.00
Answering 365	124746	08/10/22	\$ 148.00
Cintas Corporation	124747	08/10/22	\$ 175.00
Daily Press	124748	08/10/22	\$ 608.08
Hi-Desert Communications	124749	08/10/22	\$ 150.00
Orkin	124750	08/10/22	\$ 626.00
Ponton Industries, Inc.	124751	08/10/22	\$ 3,354.93
Prudential Overall Supply	124752	08/10/22	\$ 832.71
Royal Industrial Solutions	124753	08/10/22	\$ 2,270.70
Safety-Kleen Systems Inc.	124754	08/10/22	\$ 1,527.47
United Rentals Northwest, Inc	124755	08/10/22	\$ 2,417.63
Airgas Usa, Llc	124756	08/16/22	\$ 332.38
Battery Mart	124757	08/16/22	\$ 175.85
Bnsf Railway Company	124758	08/16/22	\$ 26,602.00
Brown Bear Corp	124759	08/16/22	\$ 3,849.52
Cintas Corporation	124760	08/16/22	\$ 919.28
Essco Pump & Controls	124761	08/16/22	\$ 8,981.71
Hi-Grade Materials Co.	124762	08/16/22	\$ 5,709.38
Napa Victorville	124763	08/16/22	\$ 14.45
Prudential Overall Supply	124764	08/16/22	\$ 836.21
Sensaphone	124765	08/16/22	\$ 419.40
Shredyourdocs.Com	124766	08/16/22	\$ 114.00
Southern Counties Lubricants	124767	08/16/22	\$ 2,596.26
Sparling Instruments, Inc.	124768	08/16/22	\$ 2,877.50
The Woodall Group Inc.	124769	08/16/22	\$ 72.00
Airgas Usa, Llc	124770	08/25/22	\$ 794.76
All American Fence Erectors	124771	08/25/22	\$ 5,805.00
American Crane Training & Consulting	124772	08/25/22	\$ 2,700.00
Bird, Larry	124773	08/25/22	\$ 100.00
Greater High Desert Chamber Of Commerce	124774	08/25/22	\$ 300.00
Jones, Debra	124775	08/25/22	\$ 100.00
Nassif, Scott	124776	08/25/22	\$ 100.00
Orkin	124777	08/25/22	\$ 619.00
Prudential Overall Supply	124778	08/25/22	\$ 842.34

**Victor Valley Wastewater Reclamation Authority**  
**Cash Disbursement Register**  
**From 8/1/22 through 8/31/22**

<b>Vendor Name</b>	<b>Payment #</b>	<b>Date</b>	<b>Total</b>
Royal Industrial Solutions	124779	08/25/22	\$ 329.97
Swains Electric Motor Service	124780	08/25/22	\$ 2,558.04
Big Sky Electric	124781	08/31/22	\$ 9,148.00
Brown Bear Corp	124782	08/31/22	\$ 555.81
Ced	124783	08/31/22	\$ 150.08
Cintas Corporation	124784	08/31/22	\$ 1,934.05
City Of Victorville / Sanitation	124785	08/31/22	\$ 4,597.31
Greater High Desert Chamber Of Commerce	124786	08/31/22	\$ 500.00
Guardian	124787	08/31/22	\$ 869.64
High Desert Backflow - Aaa Action Backflow, Llc	124788	08/31/22	\$ 529.00
Institute For Environmental Health Inc	124789	08/31/22	\$ 5,575.00
Konica Minolta Business Solutions	124790	08/31/22	\$ 289.41
Orkin	124791	08/31/22	\$ 174.00
Prudential Overall Supply	124792	08/31/22	\$ 812.25
United Rentals Northwest, Inc	124793	08/31/22	\$ 13,461.29
Verizon Wireless	124794	08/31/22	\$ 2,295.39
Victor Valley College Foundation	124795	08/31/22	\$ 5,000.00
<b>Total Checks</b>			<b>\$ 139,460.67</b>
Flyers Energy, Llc	DFT03290	08/04/22	\$ 1,918.05
Lincoln Financial Group	DFT03291	08/04/22	\$ 5,063.22
Lincoln Financial Group	DFT03292	08/04/22	\$ 80.11
Principal Life Ins. Co.	DFT03293	08/04/22	\$ 3,061.09
Southern California Edison	DFT03294	08/04/22	\$ 866.42
Southwest Gas Company	DFT03295	08/04/22	\$ 10,068.89
Southwest Gas Company	DFT03296	08/04/22	\$ 21,256.56
Town Of Apple Valley	DFT03299	08/04/22	\$ 181.09
Konica Minolta Business Solutions	DFT03320	08/11/22	\$ 391.50
Sparkletts Drinking Water	DFT03321	08/11/22	\$ 1,598.33
Southern California Edison	DFT03322	08/17/22	\$ 24,861.58
Southern California Edison	DFT03323	08/17/22	\$ 1,848.57
Southern California Edison	DFT03324	08/17/22	\$ 18,280.84
Ups	DFT03325	08/17/22	\$ 385.08
Flyers Energy, Llc	DFT03326	08/25/22	\$ 2,094.98
Southwest Gas Company	DFT03327	08/25/22	\$ 12,355.04
Southwest Gas Company	DFT03328	08/25/22	\$ 30.72
Southwest Gas Company	DFT03329	08/25/22	\$ 52.47
Southwest Gas Company	DFT03330	08/25/22	\$ 58.00
Sparkletts Drinking Water	DFT03331	08/25/22	\$ 1,592.35
Spectrum (Prev. Charter Communications)	DFT03332	08/25/22	\$ 5,158.30
Ups	DFT03333	08/25/22	\$ 901.11
Flyers Energy, Llc	DFT03354	08/31/22	\$ 3,965.17
Southwest Gas Company	DFT03355	08/31/22	\$ 31,635.38
Ups	DFT03356	08/31/22	\$ 294.58
Ks Statebank	08032022	08/03/22	\$ 53,294.30

**Victor Valley Wastewater Reclamation Authority**  
**Cash Disbursement Register**  
**From 8/1/22 through 8/31/22**

Vendor Name	Payment #	Date	Total
2G Energy Inc.	080520221	08/05/22	\$ 1,746.36
Grainger	0805202210	08/05/22	\$ 674.27
Laari, Latif	0805202211	08/05/22	\$ 120.00
Mcgrath Rentcorp	0805202212	08/05/22	\$ 5,525.47
Misco - T.W. Associates	0805202213	08/05/22	\$ 401.02
Msa Safety Sales, Llc	0805202214	08/05/22	\$ 10,769.32
Quinn Company	0805202215	08/05/22	\$ 5,936.55
Tyler Technologies, Inc	0805202216	08/05/22	\$ 42,214.00
Vallen Distribution, Inc	0805202217	08/05/22	\$ 235.75
Veteran Janitorial, Llc	0805202218	08/05/22	\$ 2,630.00
Waxie Sanitary Supply	0805202219	08/05/22	\$ 628.13
Applied Maintenance Supplies & Solution	080520222	08/05/22	\$ 2,230.60
Xylem Water Solutions	0805202220	08/05/22	\$ 331.87
Aqua-Aerobic Systems, Inc	080520223	08/05/22	\$ 24,992.70
Beck Oil, Inc.	080520224	08/05/22	\$ 3,812.44
Culligan Water Conditioning	080520225	08/05/22	\$ 555.70
D.K.F. Solutions Group, Llc	080520226	08/05/22	\$ 350.00
Fha Services, Inc.	080520227	08/05/22	\$ 785.00
G.A. Osborne Pipe & Supply	080520228	08/05/22	\$ 68.53
Graham Equipment	080520229	08/05/22	\$ 5,044.50
A.D.S. Corp.	081220221	08/12/22	\$ 7,150.00
Csrma	0812202210	08/12/22	\$ 332,597.00
D.K.F. Solutions Group, Llc	0812202211	08/12/22	\$ 350.00
Fha Services, Inc.	0812202212	08/12/22	\$ 16,280.00
G.A. Osborne Pipe & Supply	0812202213	08/12/22	\$ 439.92
Grainger	0812202214	08/12/22	\$ 3,413.13
Hach Company	0812202215	08/12/22	\$ 9,688.83
John Robinson Consulting, Inc	0812202216	08/12/22	\$ 2,690.50
Jwc Environmental Inc	0812202217	08/12/22	\$ 40,663.59
Labor Finders	0812202218	08/12/22	\$ 3,156.66
Misco - T.W. Associates	0812202219	08/12/22	\$ 7,002.05
Alliant Insurance Services	081220222	08/12/22	\$ 12,274.00
T-Mobile	0812202220	08/12/22	\$ 196.56
Underground Service Alert Of Southern California	0812202221	08/12/22	\$ 80.00
Victor Valley Wastewater Employees Assoc	0812202222	08/12/22	\$ 1,100.00
Wageworks, Inc	0812202223	08/12/22	\$ 118.25
Xylem Water Solutions	0812202224	08/12/22	\$ 6,068.48
American Express	081220223	08/12/22	\$ 190.11
Applied Maintenance Supplies & Solution	081220224	08/12/22	\$ 342.94
Babcock Laboratories, Inc.	081220225	08/12/22	\$ 13,292.59
Beck Oil, Inc.	081220226	08/12/22	\$ 3,049.05
Biogas Power Systems- Mojave, Llc	081220227	08/12/22	\$ 64,119.27
C.S. Amsco	081220228	08/12/22	\$ 5,556.25
Cdw Government, Inc	081220229	08/12/22	\$ 2,799.00
Applied Maintenance Supplies & Solution	081720221	08/17/22	\$ 200.18



**Victor Valley Wastewater Reclamation Authority**  
**Cash Disbursement Register**  
**From 8/1/22 through 8/31/22**

Vendor Name	Payment #	Date	Total
Mcmaster-Carr Supply Co.	0817202210	08/17/22	\$ 290.96
Msa Safety Sales, Llc	0817202211	08/17/22	\$ 7,898.45
Palmer Johnson Power Systems	0817202212	08/17/22	\$ 7,623.20
Pasieka, James	0817202213	08/17/22	\$ 20.91
Quinn Company	0817202214	08/17/22	\$ 1,203.98
Socal Filters And Services Inc.	0817202215	08/17/22	\$ 1,827.30
Southern California Edison	0817202216	08/17/22	\$ 767.92
Blue Ally Technology Sol. (Prev. Virtual Graffiti)	081720222	08/17/22	\$ 5,808.00
California School Veba	081720223	08/17/22	\$ 700.75
Fha Services, Inc.	081720224	08/17/22	\$ 2,473.73
G.A. Osborne Pipe & Supply	081720225	08/17/22	\$ 59.74
Grainger	081720226	08/17/22	\$ 310.86
Labor Finders	081720227	08/17/22	\$ 6,724.15
Luhdorff And Scalmanini	081720228	08/17/22	\$ 5,624.50
Marathon Fleet Repair Services	081720229	08/17/22	\$ 3,968.31
Anthony, Donna	081820221	08/18/22	\$ 422.00
Main, Randy	0818202210	08/18/22	\$ 422.00
Mcgee, Mark	0818202211	08/18/22	\$ 422.00
Montgomery, Lillie	0818202212	08/18/22	\$ 145.65
Nalian, L. Christina	0818202213	08/18/22	\$ 145.65
Nave, Patrick	0818202214	08/18/22	\$ 422.00
Billings, Richard	081820222	08/18/22	\$ 422.00
Correia, Bruce	081820223	08/18/22	\$ 422.00
Dagnino, Roy	081820224	08/18/22	\$ 422.00
Davis, Tim	081820225	08/18/22	\$ 422.00
Flint, Terrie Gossard	081820226	08/18/22	\$ 232.94
Gyurcsik, Darline	081820227	08/18/22	\$ 232.94
Hinojosa, Thomas	081820228	08/18/22	\$ 422.00
Keniston, Olin	081820229	08/18/22	\$ 232.94
Adt Commercial	082520221	08/25/22	\$ 1,263.99
Higgins, Dakota	0825202210	08/25/22	\$ 100.00
Laari, Latif	0825202211	08/25/22	\$ 273.75
Labor Finders	0825202212	08/25/22	\$ 1,117.35
Polydyne Inc.	0825202213	08/25/22	\$ 12,450.57
Siemens Industry Inc.	0825202214	08/25/22	\$ 8,613.00
U.S. Bank	0825202215	08/25/22	\$ 14,088.59
U.S.A. Bluebook	0825202216	08/25/22	\$ 295.72
Xylem Water Solutions	0825202217	08/25/22	\$ 170.67
Applied Maintenance Supplies & Solution	082520222	08/25/22	\$ 3,297.94
Babcock Laboratories, Inc.	082520223	08/25/22	\$ 21,699.75
Beck Oil, Inc.	082520224	08/25/22	\$ 9,770.64
Blackline Safety Corp	082520225	08/25/22	\$ 210.00
Digi-Key Corp	082520226	08/25/22	\$ 1,774.41
Fha Services, Inc.	082520227	08/25/22	\$ 50,078.27
Grainger	082520228	08/25/22	\$ 109.94

**Victor Valley Wastewater Reclamation Authority**  
**Cash Disbursement Register**  
**From 8/1/22 through 8/31/22**

Vendor Name	Payment #	Date	Total
Hach Company	082520229	08/25/22	\$ 1,048.43
Applied Maintenance Supplies & Solution	083120221	08/31/22	\$ 459.57
Siemens Industry Inc.	0831202210	08/31/22	\$ 2,362.05
U.S.A. Bluebook	0831202211	08/31/22	\$ 1,672.10
Victor Valley Wastewater Employees Assoc	0831202212	08/31/22	\$ 750.00
Wageworks, Inc	0831202213	08/31/22	\$ 118.25
Beck Oil, Inc.	083120222	08/31/22	\$ 8,657.78
Best, Best & Krieger, L.L.P.	083120223	08/31/22	\$ 38,819.77
Fha Services, Inc.	083120224	08/31/22	\$ 1,398.03
Grainger	083120225	08/31/22	\$ 111.28
High Desert Affordable Landscaping	083120226	08/31/22	\$ 5,034.00
Labor Finders	083120227	08/31/22	\$ 4,006.13
Quinn Company	083120228	08/31/22	\$ 2,356.37
Rockwell Engineering	083120229	08/31/22	\$ 9,884.06
<b>Total ACH &amp; EFT</b>			<b>\$ 1,095,247.59</b>

**Approved**

*JKH 09-01-22*

<b>Total Checks</b>	<b>\$ 139,460.67</b>
<b>Total ACH and EFT</b>	<b>\$ 1,095,247.59</b>
<b>Total Payroll - August 2022</b>	<b>\$ 378,544.97</b>
<b>Total</b>	<b>\$ 1,613,253.23</b>

**RESOLUTION NO. 2022-10**

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE VICTOR VALLEY WASTEWATER RECLAMATION  
AUTHORITY ADOPTING AN AMENDED CONFLICT OF  
INTEREST CODE PURSUANT TO THE  
POLITICAL REFORM ACT OF 1974**

**WHEREAS**, the State of California enacted the Political Reform Act of 1974, Government Code Section 81000 et seq. (the “Act”), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the Victor Valley Wastewater Reclamation Authority (the “VWVRA”) and requires all public agencies to adopt and promulgate a Conflict of Interest Code; and

**WHEREAS**, the Board of Commissioners adopted a Conflict of Interest Code (the “Code”) which was amended on December 8, 2016, in compliance with the Act; and

**WHEREAS**, subsequent changed circumstances within the VWVRA have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the VWVRA’s Code; and

**WHEREAS**, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief which could result in the VWVRA being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

**WHEREAS**, notice of the time and place of a public meeting on, and of consideration by the Board of Commissioners of, the proposed amended Code was provided each affected designated employee and publicly posted for review at the offices of the VWVRA; and

**WHEREAS**, a public meeting was held upon the proposed amended Code at a regular meeting of the Board of Commissioners on September 15, 2022, at which all present were given an opportunity to be heard on the proposed amended Code.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Victor Valley Wastewater Reclamation Authority that the Board of Commissioners does hereby adopt the proposed amended Conflict of Interest Code, a copy of which is attached hereto and shall be on file with the Secretary to the General Manager and available to the public for inspection and copying during regular business hours;

**BE IT FURTHER RESOLVED** that the said amended Conflict of Interest Code shall be submitted to the Board of Supervisors of the County of San Bernardino for approval and said Code shall become effective immediately after the Board of Supervisors approves the proposed amended Code as submitted.

**BE IT FURTHER RESOLVED** that all previous conflict of interest codes of the Victor Valley Wastewater Reclamation Authority shall be rescinded upon the effective date of said amended Code as approved by the Board of Supervisors.

**APPROVED AND ADOPTED** this 15<sup>th</sup> day of September, 2022.

\_\_\_\_\_  
Dakota Higgins, Chair  
Chair, Board of Commissioners

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Debra Jones Secretary  
VWRA Board of Commissioners  
Counsel

\_\_\_\_\_  
Piero C. Dallarda of  
Best, Best & Krieger LLP, VWRA

**CERTIFICATION:**

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Board of Commissioners held on September 15, 2022.

\_\_\_\_\_  
Kristi Casteel – Clerk of the Board

# EXHIBIT A

Resolution 2022-10

**CONFLICT OF INTEREST CODE  
OF THE  
VICTOR VALLEY WASTEWATER  
RECLAMATION AUTHORITY**

# CONFLICT OF INTEREST CODE OF THE VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY

(Amended September 15, 2022)

The Political Reform Act (Gov. Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code Regs. § 18730) that contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing Regulation 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **Victor Valley Wastewater Reclamation Authority (the "Authority")**.

All officials and designated positions required to submit a statement of economic interests shall file their statements with the **Executive Assistant** as the Authority's Filing Officer. The **Executive Assistant** shall retain the original statements filed by all officials and designated positions and make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code § 81008.)

**APPENDIX**

**CONFLICT OF INTEREST CODE**

**OF THE**

**VICTOR VALLEY WASTEWATER  
RECLAMATION AUTHORITY**

**(Amended September 15, 2022)<sup>1</sup>**

**PART "A"**

**OFFICIALS WHO MANAGE PUBLIC INVESTMENTS**

Authority Officials who manage public investments, as defined by 2 Cal. Code Regs. § 18700.3, are NOT subject to the Authority's Code but must file disclosure statements under Government Code Section 87200 et seq. [Regs. § 18730(b)(3)] These positions are listed here for informational purposes only.

It has been determined that the positions listed below are officials who manage public investments<sup>2</sup>:

Members of the Board of Commissioners and their Alternates

General Manager

Controller

Investment Consultants

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<sup>1</sup> New Positions and Titles updated September, 2022.

<sup>2</sup> Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.



**DESIGNATED POSITIONS****GOVERNED BY THE CONFLICT OF INTEREST CODE**

<b><u>DESIGNATED POSITIONS'</u></b> <b><u>TITLE OR FUNCTION</u></b>	<b><u>DISCLOSURE CATEGORIES</u></b> <b><u>ASSIGNED</u></b>
Director of Administration	4
Environmental Compliance – LEAD	5
Environmental Compliance Manager	5, 6
General Counsel	1, 2
Information Technology - LEAD	5
Maintenance Mechanic - LEAD	5
Maintenance Supervisor	5
Operation - LEAD	5
Operations Supervisor	5
Plant Superintendent	4
Safety & Communications Officer	5

Consultants and New Positions<sup>3</sup>

<sup>3</sup> Individuals providing services as a Consultant defined in Regulation 18700.3 or in a new position created since this Code was last approved that makes or participates in making decisions shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

The General Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code § 82019; FPPC Regs 18219 and 18734.) The General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict-of-Interest Code. (Gov. Code § 81008.)

**PART “B”****DISCLOSURE CATEGORIES**

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which the designated is assigned.<sup>4</sup> “Investment” means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the Authority.

Category 1: All investments and business positions in business entities, and sources of income , including gifts, loans and travel payments, that do business or own real property within the jurisdiction of the Authority.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the Authority, including any leasehold, beneficial or ownership interest or option to acquire property.

Category 3: All investments and business positions in business entities, and sources of income , including gifts, loans and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the Authority.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the Authority.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position’s department, unit or division.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, subject to the regulatory, permit, or licensing authority of the designated position’s department, unit or division.

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<sup>4</sup> This Conflict of Interest Code does not require the reporting of gifts from outside this agency’s jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)



**VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY  
Board of Commissioners Staff Report**

**TO:** VVWRA Board of Commissioners  
**FROM:** Darron Poulsen, General Manager *DP*  
**SUBMITTED BY:** Latif Laari, Business Applications Manager *LL*  
**DATE:** September 15, 2022

**SUBJECT:** **RECOMMENDATION TO AUTHORIZE THE GENERAL MANAGER APPROVE AN AMENDMENT OF TRIMAX'S PLC REPLACEMENT PROJECT CONTRACT TO INCLUDE FINAL PHASE 4 IN THE AMOUNT OF \$280,670.00**

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<input checked="" type="checkbox"/>	<b>For Action</b>	<input checked="" type="checkbox"/>	<b>Fiscal Impact</b>	<b>\$280,670.00</b>
<input type="checkbox"/>	<b>Information Only</b>	<input checked="" type="checkbox"/>	<b>Account Code: 01-02-515-9000-9999~\$18,170.00</b>	
				<b>09-02-515-9000-9999~\$262,500.00</b>
		<input checked="" type="checkbox"/>	<b>Funds Budgeted/ Approved: YES</b>	

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**STAFF RECOMMENDATION**

It is recommended that the Board of Commissioners authorize the General Manager to approve an amendment of Trimax's Programmable Logic Controllers (PLC) replacement project contract to include phase 4 in the amount of \$280,670.00

**PREVIOUS ACTION(S)**

- December 19, 2019, the Board of Commissioners approved a contract for the Programmable Logic Controllers (PLC) Replacement Project Phase 1 to Trimax in the amount of \$470,142.00.
- July 16, 2020, the Board of Commissioners approved a contract for the Programmable Logic Controllers (PLC) Replacement Project Phase 2 to Trimax for \$447,600.00.
- July 15, 2021, the Board of Commissioners approved a contract for the Programmable Logic Controllers (PLC) Replacement Project Phase 3 to Trimax for \$536,000.00

**BACKGROUND INFORMATION**

A thorough condition assessment of the Regional Wastewater Reclamation Plant PLCs was performed by staff in 2018 and reported to the board in April 2019. That report revealed the following:

1. Out of 23 PLCs currently used at the Regional Plant, 12 are older model PLC5 by Allen Bradley. This PLC model has been discontinued by the manufacturer and is now obsolete.
2. Allen Bradley no longer provides support or replacement parts or firmware for these models.
3. The potential failures of these PLCs could lead to violations of the NPDES and WDR permits.

Utilizing the information identified in the study, staff designed a multi-year project to address the necessary repairs and replacements of 12 obsolete PLCs.

- Phase 1 of the project was developed and approved as part of the fiscal year 2019-20 Capital Budget. The scope for phase I was designed to address the most pressing concerns.
- Phase 2 of the project was developed and approved for the 2020-21 Capital project fiscal year.
- Phase 3 of the project was developed and approved for the 2021-22 Capital project fiscal year
- Phase 4 of the project was developed and approved for the 2021-22 Capital project fiscal year, and it is the final phase of this project

To allow Trimax to continue working on this project, staff recommends the Board authorize the General Manager to approve an amendment of Trimax's existing contract to include phase 4 in the amount of \$280,670

If this contract amendment is approved, Trimax, Inc. will design and provide all needed material, equipment, and labor to replace or repair the following PLCs and associated equipment.

#### Phase 4 PLC Replacement Project List:

PLC#	Area	PLC Name	Cost
1	PLC Key Switch	All PLCs	\$11,295.00
2	Thickener PLC Upgrade	Thickener PLC	\$103,860.00
3	Replace Existing Panel Views	Obsolete Panelviews	\$72,110.00
4	Upgrade PLC Firmware	All PLCs	\$9000.00
5	Upgrade Oro Grande PLC Panel	PLC OG	\$14,440.00
6	Upgrade Backwash PLC Panel	Backwash Panel	\$22,345.00
7	Upgrade Tank Drain Pump Station Panel	Tank Drain	26,620.00
		Contingency	\$21,000.00
		Total	\$280,670.00

#### Project Benefits:

- o PLC upgrades for improved speed and distributed access.
- o Elimination of obsolete PLC technology
- o Improved system reliability.
- o Improved system communications speed.
- o Improved system security with wireless communication technology.

#### EXHIBITS 1 - Trimax Quotations

# EXHIBIT 1



**TRIMAX**  
 565 Explorer Street  
 Brea, CA 92821  
 714.255.8590  
**TrimaxSystems.com**

## SALES QUOTATION

To: Victor Valley Wastewater Reclamation Authority  
 Attn: Mauricio Marin  
 RE: PLC Key Switch

Quote Date: 11/19/2021  
 Quote No.: E-13131  
 Bid Date: 11/19/2021

Thank you for your continued interest in Trimax products, services, and solutions. We are pleased to quote the following scope of work pertaining to the above-referenced project. Only the materials/services listed in the below scope are quoted.

### SCOPE OF SERVICES

Item	Qty	Description
1	Lot	<b>Professional Services</b> <ul style="list-style-type: none"> <li>Status of key switch on all the PLCs including the Hesperia and Apple Valley.</li> <li>Approximately 40 PLCs. Ladder programming (Get Status), SCADA (Graphic of all the Processors and Key Switch Position) and Alarms if not in Remote Position (REM).</li> </ul>
		<b>TOTAL (including applicable sales tax): \$11,295.00</b>

### CLARIFICATIONS

- Unless otherwise indicated by the Scope of Work above, quote is to **furnish only** and does not include any trade labor, trade work, construction work, site improvement, contractor services, or any trade installation services. Any trade labor and/or related trade work shall be performed by others/contractor.
- Unless otherwise indicated by the Scope of Work above, the following is **not** included within this quotation:
  - Software Licenses
  - Conduit, field wire, tubing, or basic trade installation materials (brackets, screws, bolts, j-box, stanchions, pull-box, etc.)
  - Instrumentation mounting components, brackets, stanchions, sunshields, etc.
  - Local control stations and/or field mounted disconnects.
  - Instrumentation, devices, components, or equipment not specifically identified in the above quotation.
  - Antenna tower and/or mast
  - Stilling wells
  - Spare Parts
  - Demolition and Salvage
  - Seismic Calculations
  - Raceway Systems Drawings

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- Fiber optic patch panels, cable, splicing or terminations.
- Networking infrastructure or architecture modifications to existing facilities.
- Any 3rd party testing, harmonic testing/analysis, protective device coordination study, short-circuit analysis, or Arc-Flash Risk Assessment (AFRA) services.
- Electrical interconnection diagrams for equipment not furnished by Trimax.
- ISA process control loop diagrams.
- Signal loop diagrams for equipment not furnished by Trimax.

## PROVISIONS

- Quote is firm for 60 days unless otherwise stated.
- Unless otherwise stated above, price does not include any sales tax, use tax, or applicable fees; please apply any taxes and/or fees as appropriate. Please note that all invoices will include sales tax where applicable.
- Trimax price is FOB factory, full freight allowed.
- Trimax warranties against defect in design workmanship and materials for a period of one year from date of installation and does not exceed 18 months from the date of shipment from the factory.
- Trimax carries liability insurance, with full worker's compensation coverage.
- Terms are net 30 days on approved credit accounts.
- Interest will be applied to all past due invoices.
- All merchandise sold is subject to lien laws.
- Final retention to be paid within 10 days after the project notice of completion.

Please feel free to contact us at (972) 672-1855 to discuss any questions or comments you may have regarding this quotation.

Sincerely,



Kathy Sexton

TRIMAX, A TESCO CONTROLS COMPANY



**TRIMAX**  
 565 Explorer Street  
 Brea, CA 92821  
 714.255.8590  
**TrimaxSystems.com**

## SALES QUOTATION

To: Victor Valley Wastewater Reclamation Authority  
 Attn: Mauricio Marin  
 RE: Omnivore PLC Cabinet

Quote Date: 01/06/2022  
 Quote No.: E-13151  
 Bid Date: 01/06/2022

Thank you for your continued interest in Trimax products, services, and solutions. We are pleased to quote the following scope of work pertaining to the above-referenced project. Only the materials/services listed in the below scope are quoted.

### SCOPE OF SERVICES

Item	Qty	Description
1	1	<b>Existing Enclosure Option 1:</b> <ul style="list-style-type: none"> <li>• Remove PLC components</li> <li>• Blank off OIT/HMI opening</li> <li>• Remove items from backpanel that are no longer used</li> <li>• Run conduit from existing enclosure to new cabinet</li> <li>• Run wire from terminals to new cabinet terminals</li> </ul>
2	1	<b>Existing Enclosure Option 2:</b> <ul style="list-style-type: none"> <li>• Replace Backpanel with new Backpanel</li> <li>• Blank off OIT/HMI opening</li> <li>• Provide new terminals</li> <li>• Provide new relays as needed</li> <li>• Run conduit from existing enclosure to new cabinet</li> <li>• Run wire from terminals to new cabinet terminals</li> </ul>
3	1	<b>New Omnivore Thickener PLC Cabinet:</b> <ul style="list-style-type: none"> <li>• NEMA 12 Enclosure</li> <li>• Allen Bradley 1756-L82E PLC CPU</li> <li>• Allen Bradley PLC Components</li> <li>• Allen Bradley PanelView 7+ OIT</li> <li>• 24VDC Redundant Power Supplies</li> <li>• Main Surge Protection</li> <li>• UPS with Batteries</li> <li>• UPS Maintenance Bypass Switch</li> <li>• Receptacle</li> <li>• Relays</li> <li>• Circuit Breakers</li> <li>• Miscellaneous Material</li> </ul>



4	Lot	<p><b>Professional Services</b></p> <ul style="list-style-type: none"> <li>• Engineering</li> <li>• Manufacturing Services – fabrication, manufacturing, assembly, equipment wiring, and factory testing</li> <li>• PLC Programming</li> <li>• OIT Programming</li> <li>• SCADA Programming</li> <li>• Product Startup Services – product quality review, verification of product installation, product parameter adjustments, product programming, software upload/download as required, product/equipment reconfiguration as required, product function checks, and product startup</li> <li>• O&amp;M Manuals</li> </ul>
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### PRICING SCHEDULE

Item	Description	Price
1	Base Scope with Option 1 (no sales tax)	\$96,070.00
2	Base Scope with Option 2 (no sales tax)	\$98,075.00
3	Adder to make enclosure NEMA 4 (no sales tax)	\$590.00
4	Adder to make enclosure NEMA 4X (no sales tax)	\$5,195.00

### CLARIFICATIONS

- Unless otherwise indicated by the Scope of Work above, quote is to **furnish only** and does not include any trade labor, trade work, construction work, site improvement, contractor services, or any trade installation services. Any trade labor and/or related trade work shall be performed by others/contractor.
- Unless otherwise indicated by the Scope of Work above, the following is **not** included within this quotation:
  - Software Licenses
  - Conduit, field wire, tubing, or basic trade installation materials (brackets, screws, bolts, j-box, stanchions, pull-box, etc.)
  - Instrumentation mounting components, brackets, stanchions, sunshields, etc.
  - Local control stations and/or field mounted disconnects.
  - Instrumentation, devices, components, or equipment not specifically identified in the above quotation.
  - Antenna tower and/or mast
  - Stilling wells
  - Spare Parts
  - Demolition and Salvage
  - Seismic Calculations
  - Raceway Systems Drawings
  - Fiber optic patch panels, cable, splicing or terminations.

- Networking infrastructure or architecture modifications to existing facilities.
- Any 3rd party testing, harmonic testing/analysis, protective device coordination study, short-circuit analysis, or Arc-Flash Risk Assessment (AFRA) services.
- Electrical interconnection diagrams for equipment not furnished by Trimax.
- ISA process control loop diagrams.
- Signal loop diagrams for equipment not furnished by Trimax.

## PROVISIONS

- Quote is firm for 30 days unless otherwise stated.
- Unless otherwise stated above, price does not include any sales tax, use tax, or applicable fees; please apply any taxes and/or fees as appropriate. Please note that all invoices will include sales tax where applicable.
- Trimax price is FOB factory, full freight allowed.
- Trimax warranties against defect in design workmanship and materials for a period of one year from date of installation and does not exceed 18 months from the date of shipment from the factory.
- Trimax carries liability insurance, with full worker's compensation coverage.
- Terms are net 30 days on approved credit accounts.
- Interest will be applied to all past due invoices.
- All merchandise sold is subject to lien laws.
- Final retention to be paid within 10 days after the project notice of completion.

Please feel free to contact us at (972) 672-1855 to discuss any questions or comments you may have regarding this quotation.

Sincerely,



Kathy Sexton  
TRIMAX, A TESCO CONTROLS COMPANY



**TRIMAX**  
 565 Explorer Street  
 Brea, CA 92821  
 714.255.8590  
**TrimaxSystems.com**

## BUDGETARY SALES QUOTATION

To: Victor Valley Wastewater Reclamation Authority	Quote Date: 12/22/2021
Attn: Mauricio Marin	Quote No.: E-13152
RE: Replace Existing PanelViews	Bid Date: 12/22/2021

Thank you for your continued interest in Trimax products, services, and solutions. We are pleased to quote the following scope of work pertaining to the above-referenced project. Only the materials/services listed in the below scope.

### SCOPE OF SERVICES

Item	Qty	Description
1	9	<b>Onsite Product Configuration – Removal and Replace: 2711P-T15C22D8S</b> <ul style="list-style-type: none"> <li>• Otoe Pump Station</li> <li>• Oro Grande Pump Station</li> <li>• HWRP Hesperia</li> <li>• Apple Valley Headworks</li> <li>• Apple Valley Main</li> <li>• Apple Valley 13-LCP-101 Irrigation Pond</li> <li>• Apple Valley 13-LCP-201 Disposal Pond</li> <li>• HWRP Headworks</li> <li>• HWRP Main</li> </ul>
2	Lot	<b>Professional Services</b> <ul style="list-style-type: none"> <li>• Engineering</li> <li>• Testing Programming in new PanelView +7</li> </ul>
		<b>TOTAL (NO sales tax): \$72,110.00</b>

### CLARIFICATIONS

- Unless otherwise indicated by the Scope of Work above, quote is to **furnish only** and does not include any trade labor, trade work, construction work, site improvement, contractor services, or any trade installation services. Any trade labor and/or related trade work shall be performed by others/contractor.
- Unless otherwise indicated by the Scope of Work above, the following is **not** included within this quotation:
  - Software Licenses
  - Conduit, field wire, tubing, or basic trade installation materials (brackets, screws, bolts, j-box, stanchions, pull-box, etc.)
  - Instrumentation mounting components, brackets, stanchions, sunshields, etc.
  - Local control stations and/or field mounted disconnects.

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- Instrumentation, devices, components, or equipment not specifically identified in the above quotation.
- Antenna tower and/or mast
- Stilling wells
- Spare Parts
- Demolition and Salvage
- Seismic Calculations
- Raceway Systems Drawings
- Fiber optic patch panels, cable, splicing or terminations.
- Networking infrastructure or architecture modifications to existing facilities.
- Any 3rd party testing, harmonic testing/analysis, protective device coordination study, short-circuit analysis, or Arc-Flash Risk Assessment (AFRA) services.
- Electrical interconnection diagrams for equipment not furnished by Trimax.
- ISA process control loop diagrams.
- Signal loop diagrams for equipment not furnished by Trimax.

## PROVISIONS

- Quote is firm for 30 days unless otherwise stated.
- Unless otherwise stated above, price does not include any sales tax, use tax, or applicable fees; please apply any taxes and/or fees as appropriate. Please note that all invoices will include sales tax where applicable.
- Trimax price is FOB factory, full freight allowed.
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- All merchandise sold is subject to lien laws.
- Final retention to be paid within 10 days after the project notice of completion.

Please feel free to contact us at (972) 672-1855 to discuss any questions or comments you may have regarding this quotation.

Sincerely,



Kathy Sexton  
TRIMAX, A TESCO CONTROLS COMPANY



**TRIMAX**  
 565 Explorer Street  
 Brea, CA 92821  
 714.255.8590  
**TrimaxSystems.com**

## BUDGETARY SALES QUOTATION

To: Victor Valley Wastewater Reclamation Authority  
 Attn: Mauricio Marin  
 RE: Upgrade PLC Firmware

Quote Date: 12/22/2021  
 Quote No.: E-13153  
 Bid Date: 12/22/2021

Thank you for your continued interest in Trimax products, services, and solutions. We are pleased to quote the following scope of work pertaining to the above-referenced project. Only the materials/services listed in the below scope.

### SCOPE OF SERVICES

Item	Qty	Description
1	25	<b>Update Firmware to Current Versions:</b>
		VVWRA Ponds Local - Lower Pond
		VVWRA Ponds RIO - Upper Pond
		VVWRA Ponds RIO - SCLA
		VVWRA Digester 4&5 Local - Dig 475
		VVWRA Digester 4&5 RIO - Dig 4&5
		VVWRA Digester 4&5 RIO - Lagoon Pumps
		VVWRA Equalization Local - EQ
		VVWRA Blower 1 Local -BLO w/ Prosoft
		VVWRA Blower 2 Local -BLO2 w/ ProSoft
		VVWRA Percolation Pond Pump Station Local -PPPS
		VVWRA Aeration Local - AER
		VVWRA RAS Local - RAS
		VVWRA Effluent Local - EFF
		VVWRA UV Disinfection Local - UV
		VVWRA Filter 1 Local - Moving
		VVWRA Filter 1 RIO - Stationary
		VVWRA Filter 2 Local - Moving
		VVWRA Filter 2 RIO - Stationary
		VVWRA Thickener (Omnivore) Local - marshal panel
		VVWRA Thickener (Omnivore) RIO - Pump Panel A
		VVWRA Thickener (Omnivore) RIO - Pump Panel B
		VVWRA Thickener (Omnivore) RIO - Digester 4&5
		VVWRA Thickener (Omnivore) RIO - Small Room
		VVWRA HEX Local - HEX
		PumpStn Otoe Local - Otoe

\\tsi-archives.trimaxsystems.com\archives01\Client Archives\U-Z\Victor Valley Wastewater Reclamation Authority\Estimates\E-13153 Upgrade Firmware on All PLCs\Estimate & Scope Letter\E-13153 Update Firmware Sales Quotation.docx

PumpStn	Oro Grande	Local - Oro
HWRP	Hesperia	Local
AVWRP	Headworks	Local
AVWRP	Headworks	Control Net - Rack 2
AVWRP	Headworks	Control Net - Rack 3
AVWRP	Main	Local
AVWRP	Main	Control Net
AVWRP	13-LCP-101 Irrigation Pond	Local
AVWRP	13-LCP-201 Disposal Pond	Local
HWRP	Headworks	Local
HWRP	Headworks	Control Net - Rack 2
HWRP	Headworks	Control Net - Rack 3
HWRP	Main	Local
HWRP	Main	Control Net
AVWRP	Thunderbird Part	Local
AVWRP	Civic Center	Local
<b>TOTAL (including applicable sales tax):</b>		<b>\$4,775.00</b>

## CLARIFICATIONS

- Unless otherwise indicated by the Scope of Work above, quote is to **furnish only** and does not include any trade labor, trade work, construction work, site improvement, contractor services, or any trade installation services. Any trade labor and/or related trade work shall be performed by others/contractor.
- Unless otherwise indicated by the Scope of Work above, the following is **not** included within this quotation:
  - Software Licenses
  - Conduit, field wire, tubing, or basic trade installation materials (brackets, screws, bolts, j-box, stanchions, pull-box, etc.)
  - Instrumentation mounting components, brackets, stanchions, sunshields, etc.
  - Local control stations and/or field mounted disconnects.
  - Instrumentation, devices, components, or equipment not specifically identified in the above quotation.
  - Antenna tower and/or mast
  - Stilling wells
  - Spare Parts
  - Demolition and Salvage
  - Seismic Calculations
  - Raceway Systems Drawings
  - Fiber optic patch panels, cable, splicing or terminations.
  - Networking infrastructure or architecture modifications to existing facilities.
  - Any 3rd party testing, harmonic testing/analysis, protective device coordination study, short-circuit analysis, or Arc-Flash Risk Assessment (AFRA) services.
  - Electrical interconnection diagrams for equipment not furnished by Trimax.

- ISA process control loop diagrams.
- Signal loop diagrams for equipment not furnished by Trimax.

## PROVISIONS

- Quote is firm for 30 days unless otherwise stated.
- Unless otherwise stated above, price does not include any sales tax, use tax, or applicable fees; please apply any taxes and/or fees as appropriate. Please note that all invoices will include sales tax where applicable.
- Trimax price is FOB factory, full freight allowed.
- Trimax warranties against defect in design workmanship and materials for a period of one year from date of installation and does not exceed 18 months from the date of shipment from the factory.
- Trimax carries liability insurance, with full worker's compensation coverage.
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- All merchandise sold is subject to lien laws.
- Final retention to be paid within 10 days after the project notice of completion.

Please feel free to contact us at (972) 672-1855 to discuss any questions or comments you may have regarding this quotation.

Sincerely,



Kathy Sexton

TRIMAX, A TESCO CONTROLS COMPANY



**TRIMAX**  
 565 Explorer Street  
 Brea, CA 92821  
 714.255.8590  
**TrimaxSystems.com**

## SALES QUOTATION

To: Victor Valley Wastewater Reclamation Authority	Quote Date: 01/27/2022
Attn: Mauricio Marin	Quote No.: E-13172
RE: Oro Grande PLC Panel	Bid Date: 01/27/2022

Thank you for your continued interest in Trimax products, services, and solutions. We are pleased to quote the following scope of work pertaining to the above-referenced project. Only the materials/services listed in the below scope are quoted.

### SCOPE OF SERVICES

Item	Qty	Description
1	Lot	<b>Oro Grande PLC Panel:</b> <ul style="list-style-type: none"> <li>Replace L32E controller with new L33ER</li> <li>Add POE ethernet switch</li> <li>Upgrade UPS (with E-net comms)</li> <li>Replace power supply (larger and or redundant)</li> <li>Replace ethernet switch</li> </ul>
2	Lot	<b>Professional Services</b> <ul style="list-style-type: none"> <li>Engineering</li> <li>Manufacturing Services – fabrication, manufacturing, assembly, equipment wiring, and factory testing</li> <li>PLC Programming</li> <li>Product Startup Services – product quality review, verification of product installation, product parameter adjustments, product programming, product function checks, and product startup</li> <li>O&amp;M Manuals</li> </ul>

**TOTAL (NO sales tax): \$14,440.00**

### CLARIFICATIONS

- Unless otherwise indicated by the Scope of Work above, quote is to **furnish only** and does not include any trade labor, trade work, construction work, site improvement, contractor services, or any trade installation services. Any trade labor and/or related trade work shall be performed by others/contractor.
- Unless otherwise indicated by the Scope of Work above, the following is **not** included within this quotation:
  - Software Licenses
  - Conduit, field wire, tubing, or basic trade installation materials (brackets, screws, bolts, j-box, stanchions, pull-box, etc.)



- Instrumentation mounting components, brackets, stanchions, sunshields, etc.
- Local control stations and/or field mounted disconnects.
- Instrumentation, devices, components, or equipment not specifically identified in the above quotation.
- Antenna tower and/or mast
- Stilling wells
- Spare Parts
- Demolition and Salvage
- Seismic Calculations
- Raceway Systems Drawings
- Fiber optic patch panels, cable, splicing or terminations.
- Networking infrastructure or architecture modifications to existing facilities.
- Any 3rd party testing, harmonic testing/analysis, protective device coordination study, short-circuit analysis, or Arc-Flash Risk Assessment (AFRA) services.
- Electrical interconnection diagrams for equipment not furnished by Trimax.
- ISA process control loop diagrams.
- Signal loop diagrams for equipment not furnished by Trimax.

## PROVISIONS

- Quote is firm for 90 days unless otherwise stated.
- Unless otherwise stated above, price does not include any sales tax, use tax, or applicable fees; please apply any taxes and/or fees as appropriate. Please note that all invoices will include sales tax where applicable.
- Trimax price is FOB factory, full freight allowed.
- Trimax warranties against defect in design workmanship and materials for a period of one year from date of installation and does not exceed 18 months from the date of shipment from the factory.
- Trimax carries liability insurance, with full worker's compensation coverage.
- Terms are net 30 days on approved credit accounts.
- Interest will be applied to all past due invoices.
- All merchandise sold is subject to lien laws.
- Final retention to be paid within 10 days after the project notice of completion.

Please feel free to contact us at (972) 672-1855 to discuss any questions or comments you may have regarding this quotation.

Sincerely,



Kathy Sexton

TRIMAX, A TESCO CONTROLS COMPANY



**TRIMAX**  
 565 Explorer Street  
 Brea, CA 92821  
 714.255.8590  
**TrimaxSystems.com**

## SALES QUOTATION

To: Victor Valley Wastewater Reclamation Authority  
 Attn: Mauricio Marin  
 RE: Backwash Pump Panel

Quote Date: 02/04/2022  
 Quote No.: E-13181  
 Bid Date: 02/04/2022

Thank you for your continued interest in Trimax products, services, and solutions. We are pleased to quote the following scope of work pertaining to the above-referenced project. Only the materials/services listed in the below scope are quoted.

### SCOPE OF SERVICES

Item	Qty	Description
1	Lot	<p><b>Backwash Pump Panel Modifications:</b></p> <ul style="list-style-type: none"> <li>• Replace MicroLogix PLC with CompactLogix Remote I/O                             <ul style="list-style-type: none"> <li>○ 1769 family                                     <ul style="list-style-type: none"> <li>▪ Left end cap</li> <li>▪ Right end cap</li> <li>▪ 120VAC power supply</li> <li>▪ Network module</li> <li>▪ 16-point AC DI</li> <li>▪ 16-point Relay DO</li> <li>▪ 4 channel AI</li> </ul> </li> </ul> </li> <li>• Add NEMA 3R Fan Kit</li> <li>• Replace (2) guarded E-Stop push buttons with lock out device</li> <li>• Remove Lead selector switch (incorporate to SCADA)</li> <li>• Replace (2) nameplate for Hand/off/Remote</li> <li>• Add nameplate to face of enclosure</li> <li>• Add input for High Level switch (VWVRA to provide and install field device/instrument)</li> <li>• Replace UPS (APC 1000VA unit)</li> </ul>
2	Lot	<p><b>Professional Services</b></p> <ul style="list-style-type: none"> <li>• Engineering</li> <li>• Provide new PLC programming to incorporate into SPPPS PLC                             <ul style="list-style-type: none"> <li>○ System is Lead/Lag pump control based on level transmitter</li> </ul> </li> <li>• Add appropriate SCADA controls/screens</li> <li>• Product Startup Services – product quality review, product programming, product/equipment reconfiguration as required, product function checks, and product startup</li> </ul>

**TOTAL (NO sales tax): \$22,345.00**

## CLARIFICATIONS

- Unless otherwise indicated by the Scope of Work above, quote is to **furnish only** and does not include any trade labor, trade work, construction work, site improvement, contractor services, or any trade installation services. Any trade labor and/or related trade work shall be performed by others/contractor.
- Unless otherwise indicated by the Scope of Work above, the following is **not** included within this quotation:
  - Software Licenses
  - Conduit, field wire, tubing, or basic trade installation materials (brackets, screws, bolts, j-box, stanchions, pull-box, etc.)
  - Instrumentation mounting components, brackets, stanchions, sunshields, etc.
  - Local control stations and/or field mounted disconnects.
  - Instrumentation, devices, components, or equipment not specifically identified in the above quotation.
  - Antenna tower and/or mast
  - Stilling wells
  - Spare Parts
  - Demolition and Salvage
  - Seismic Calculations
  - Raceway Systems Drawings
  - Fiber optic patch panels, cable, splicing or terminations.
  - Networking infrastructure or architecture modifications to existing facilities.
  - Any 3rd party testing, harmonic testing/analysis, protective device coordination study, short-circuit analysis, or Arc-Flash Risk Assessment (AFRA) services.
  - Electrical interconnection diagrams for equipment not furnished by Trimax.
  - ISA process control loop diagrams.
  - Signal loop diagrams for equipment not furnished by Trimax.

## PROVISIONS

- Quote is firm for 60 days unless otherwise stated.
- Unless otherwise stated above, price does not include any sales tax, use tax, or applicable fees; please apply any taxes and/or fees as appropriate. Please note that all invoices will include sales tax where applicable.
- Trimax price is FOB factory, full freight allowed.
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- Trimax carries liability insurance, with full worker's compensation coverage.
- Terms are net 30 days on approved credit accounts.
- Interest will be applied to all past due invoices.
- All merchandise sold is subject to lien laws.
- Final retention to be paid within 10 days after the project notice of completion.

Please feel free to contact us at (972) 672-1855 to discuss any questions or comments you may have regarding this quotation.

Sincerely,

A handwritten signature in blue ink that reads "Kathy Sexton". The signature is written in a cursive style with a large initial "K".

Kathy Sexton

TRIMAX, A TESCO CONTROLS COMPANY



**TRIMAX**  
 565 Explorer Street  
 Brea, CA 92821  
 714.255.8590  
**TrimaxSystems.com**

## SALES QUOTATION

To: Victor Valley Wastewater Reclamation Authority  
 Attn: Mauricio Marin  
 RE: Tank Drain Pump Station

Quote Date: 02/04/2022  
 Quote No.: E-13182  
 Bid Date: 02/04/2022

Thank you for your continued interest in Trimax products, services, and solutions. We are pleased to quote the following scope of work pertaining to the above-referenced project. Only the materials/services listed in the below scope are quoted.

### SCOPE OF SERVICES

Item	Qty	Description
1	1	<b>Tank Drain Pump Station Modifications:</b> <ul style="list-style-type: none"> <li>• Remove/rewire relay control to new CompactLogix RIO                             <ul style="list-style-type: none"> <li>○ 1769 family                                     <ul style="list-style-type: none"> <li>▪ Left end cap</li> <li>▪ Right end cap</li> <li>▪ 120VAC power supply</li> <li>▪ Network module</li> <li>▪ 16-point AC DI</li> <li>▪ 16-point Relay DO</li> <li>▪ 4 channel AI</li> </ul> </li> </ul> </li> <li>• Remove and cover unused Flygt MPR's</li> <li>• Replace (2) nameplate for Hand/off/Remote</li> </ul>
2	Lot	<b>Professional Services</b> <ul style="list-style-type: none"> <li>• Engineering</li> <li>• Provide new PLC programming to incorporate into Aeration PLC                             <ul style="list-style-type: none"> <li>○ System is Lead/Lag pump control based on level transmitter</li> </ul> </li> <li>• Add appropriate SCADA controls/screens</li> <li>• Product Startup Services – product quality review, product programming, product/equipment reconfiguration as required, product function checks, and product startup</li> </ul>

## PRICING SCHEDULE

Item	Description	Price
1	Base Scope	\$25,170.00
2	Adder for NEMA 3R Fan Kit (304 Stainless Steel)	\$1,100.00
3	Adder for Sun Shield (not stainless steel)	\$350.00
<b>TOTAL (NO sales tax):</b>		<b>\$26,620.00</b>

## CLARIFICATIONS

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  - Instrumentation mounting components, brackets, stanchions, sunshields, etc.
  - Local control stations and/or field mounted disconnects.
  - Instrumentation, devices, components, or equipment not specifically identified in the above quotation.
  - Antenna tower and/or mast
  - Stilling wells
  - Spare Parts
  - Demolition and Salvage
  - Seismic Calculations
  - Raceway Systems Drawings
  - Fiber optic patch panels, cable, splicing or terminations.
  - Networking infrastructure or architecture modifications to existing facilities.
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Please feel free to contact us at (972) 672-1855 to discuss any questions or comments you may have regarding this quotation.

Sincerely,



Kathy Sexton

TRIMAX, A TESCO CONTROLS COMPANY



**VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY  
Board of Commissioners Staff Report**

**TO:** VVWRA Board of Commissioners  
**FROM:** Darron Poulsen, General Manager *DRP*  
**SUBMITTED BY:** Latif Laari, Business Application Manager *[Signature]*  
**DATE:** September 15, 2022,

**SUBJECT:** **RECOMMENDATION TO AUTHORIZE THE GENERAL MANAGER TO PURCHASE PLCS AND SERVICES, TO INSTALL NEW PROGRAM CHANGES TO BLOWERS 4 AND 5, FROM THE SOLE SOURCE PROVIDER HOWDEN (TURBLEX), FOR AN AMOUNT NOT TO EXCEED \$175,000**

---

<input checked="" type="checkbox"/>	<b>For Action</b>	<input type="checkbox"/>	<b>Fiscal Impact:</b>	<b>\$175,000.00</b>
<input type="checkbox"/>	<b>Information Only</b>	<input checked="" type="checkbox"/>	<b>Account Code:</b>	<b>09-02-515-9000-9999 \$87,500.00</b> <b>01-02-515-9000-9999 \$87,500.00</b>
		<input checked="" type="checkbox"/>	<b>Funds Budgeted/Approved:</b>	<b>Yes</b>

---

**STAFF RECOMMENDATION**

It is recommended that the Board of Commissioners authorize the General Manager to purchase PLCs and services, to install new program changes to blowers 4 and 5, from the sole source provider Howden (Turblex), for an amount not to exceed \$175,000.00.

**PREVIOUS ACTION(S)**

On 8/15/2019: A staff recommendation was approved for the sole source upgrades and program changes to the Howden (Turblex) compressors of Blowers 2 and 3 PLCs

**BACKGROUND INFORMATION**

The Howden (Turblex) compressors and necessary appurtenances were installed in the 1990s at the Regional Plant. While the compressors have been well maintained with replacement parts and technical support, the hardware, specifically the programmable logic controllers (PLC) and (Human Machine interfaces (HMI), have reached their end of life and are no longer supported by the manufacturer.

The two (2) blower controls, including three (3) PLC's and their respective HMI's which control blowers 4 and 5, were identified for replacement after multiple failures and limited available parts during a VVWRA condition assessment in 2018.



The upgrades and program changes described in the Howden quotation (Exhibit 1) will allow for better and more reliable control of Blowers 4 and 5, reducing the possibility of aeration shutdowns and potential compliance violations.

As Howden (Turblex) is the only factory-authorized service center and distributor of OEM components in North America (Exhibit 2). The Howden Customer Service/Parts Department is comprised of highly trained professionals, which include in-house technical and parts departments, as well as mechanical and instrumentation field services personnel. It is for these reasons staff recommends that the equipment and labor for these upgrades be sole sourced to Howden (Turblex).

**Exhibits:**

Exhibit 1: Howden Quotation MCP & LCP Upgrade for Victor Valley WRA

Exhibit 2: Howden Factory Sole Source Letter

# EXHIBIT 1



# Budget Quotation

## MCP & LCP Upgrade for Victor Valley WRA

Proposal to: Victor Valley  
For: Maurico Marin  
Site: S126 Victor Valley WRA

Our reference: HROBNR.AFM.000004  
Date: July 27<sup>th</sup>, 2021

4654 W Junction Street, Springfield, Missouri 65802, USA

Tel: 417 380 5777  
Email: [Matt.Mosier@howden.com](mailto:Matt.Mosier@howden.com)  
Web: [www.howden.com](http://www.howden.com)

**Revolving Around You™**



**Customer:** Fort McMurray WWTP  
**Project:** Fort McMurray Panel Upgrade  
**Site:** S269 Fort McMurray WWTP

**Our ref:** HROLSV.AFM.000974  
**Date:** July 21<sup>st</sup>, 2021



## 1. Introduction

This budget quotation is for upgrades on the Howden (Turblex) compressors installed at Victor Valley WRA (Model KA22SV-GC215, S/N: 7162 and 7163) and the corresponding Master Control Panel MCP. This budget proposal includes the engineering, in-house factory labor required for upgrade, and on-site visits for installation, checkout and start-up. No additional work or materials are included. We look forward to our continued relationship and are pleased to offer this quotation for your consideration.

### Your Howden contacts:

#### Technical inquiries:

**Brian Ragsdale**

Tel: +1 417 380 5686  
 Fax: +1 417 866 0235  
 Email: [brian.ragsdale@howden.com](mailto:brian.ragsdale@howden.com)

#### Commercial inquiries:

**Matthew Mosier**

Tel: +1 417 380 5777  
 Fax: +1 417 866 0235  
 Email: [matt.mosier@howden.com](mailto:matt.mosier@howden.com)

## 2. Technical specification

### 2.1. Scope:

#### Program changes and hardware upgrades for the Master Control Panel (MCP):

- Qty (1) Upgrade PLC to AB CompactLogix. Includes CompactLogix processor, analog I/O cards, backplane, and power supply.
- Qty (1) Upgrade HMI to AB Panelview Plus 7 10.4".
- Panel UPS (APC SMARTUPS WITH NETWORK CARD, as provided on previous project).
- Includes electrical engineering for PLC and HMI programming, updating electrical drawings, and functional testing at factory.
- Additional parts included: any additional hardware identified during design, patch cables, miscellaneous.

#### Program changes and hardware upgrades for the Local Control Panels (LCP):

- Qty (2) Upgrade PLC to AB CompactLogix. Includes CompactLogix processor, analog and digital I/O cards, backplane, and power supply.
- Qty (2) Upgrade HMI to Panelview Plus 7 12".
- Panel UPS (APC SMARTUPS WITH NETWORK CARD, as provided on previous project).
- Includes electrical engineering for PLC and HMI programming, updating electrical drawings, and functional testing at factory.
- Additional parts included: any additional hardware identified during design, patch cables, miscellaneous.

Customer: Fort McMurray WWTP  
 Project: Fort McMurray Panel Upgrade  
 Site: S269 Fort McMurray WWTP

Our ref: HROLSV.AFM.000974  
 Date: July 21<sup>st</sup>, 2021



### Onsite installation checkout and startup for MCP and LCP's:

- One (1) trip – Ten (10) days total onsite (assume 8 hr days, Mon-Fri) for MCP and LCP installation, checkout and panel startup.
- Any additional service required will be billed per the attached Howden Service Rate schedule.

## 2.2. Notes:

Any significant wear or abnormalities identified requiring extra labor and / or parts shall be billed per Howden's Standard Service Rate Schedule or Price lists. Howden will provide an estimate of additional time and/or materials required.

## 2.3. Pricing:

Upgrade	
<b>Total for Engineering, Hardware/Software upgrades, installation, checkout and panel startup (USD)</b>	<b>\$160,000.00</b>

## 2.4. Terms:

- 10% Upon acceptance of order
- 20% Upon submittal approval
- 30% Upon receipt of raw materials
- 40% Delivery of all parts

Payment terms are 100% of invoiced value and are due net 30 days. Payment shall not be dependent on Contractor being paid by any third parties. This proposal is based on our standard terms and conditions of sale listed below. All provisions of this offer are subject to negotiation and final approval by Howden.

## 2.5. Drawings and Shipment:

Submittal for approval will be in 10-12 weeks after acceptance of the order by Howden. Shipment will be 12-14 weeks after receipt of submittal approval by Howden. Freight to jobsite included, DAP Victorville, CA, USA Per INCO Terms 2020.

Howden's price includes for a maximum of three submitted issues of Approval Drawings including finals. If the Customer requests any further amendments to the drawings then Howden may provide further revisions which shall be at the Customer's cost. Howden shall be responsible for any errors, omissions or discrepancies in the drawings unless they are due to incorrect drawings, samples, patterns, models or information supplied by the Customer.

First issues are 'Preliminary', indicating Howden's design and scope of supply for the contract, and are dependent on Howden receiving the necessary Customer information with the contract order. Customer to approve or comment on the scope and layout on that basis. Second issue will follow 10 weeks after approval of the first issue, and will incorporate agreed comments.

**Customer:** Fort McMurray WWTP      **Our ref:** HROLSV.AFM.000974  
**Project:** Fort McMurray Panel Upgrade  
**Site:** S269 Fort McMurray WWTP      **Date:** July 21<sup>st</sup>, 2021



---

A final submission will then be made if necessary to incorporate any additional changes arising during the engineering phase of the contract. When each document is approved by the Customer without comments, the latest issue is considered to be "final". No further issues will be supplied unless further engineering changes occur which affect the document content.

No formal dossier of final drawings is compiled by Howden as standard, but can be arranged at additional cost.

## **2.6. Items Not Included:**

Taxes or bonds, fittings, bolts, nuts, gaskets, disposal of components, removal of demo materials, additional wiring, or any other items not specifically listed above.

## **2.7. General Request:**

This proposal assumes the site will provide at least one qualified helper to assist the Howden technician and that local SCADA support will be available for the MCP upgrade installation, checkout and startup.



# Howden Roots LLC Field Service Rates

## HRO-S – US dollars (USD)

*\*All intellectual property rights are reserved to HUSA and/or the respective owner(s) (if different).*

**Services Provided:** ☐ Inspections ☐ Maintenance ☐ Field Repairs ☐ Balancing ☐ Site Supervision ☐ Project Management ☐ Start Up ☐ Installation Supervision

### A. Rates for service in Continental North America U.S. Dollars (USD):

Days	Field Service Technician		Engineering Personnel	
Monday thru Saturday (except holidays)	First 40 Hours	\$175/hour	First 40 Hours	\$270/hour
	Over 40 Hours	\$265/hour	Over 40 Hours	\$400/hour
Sunday, and locally recognized holidays	All Hours	\$350/hour	All Hours	\$540/hour

### B. Rates for service outside Continental North America U.S. Dollars (USD):

Days	Field Service Technician		Engineering Personnel	
Monday thru Saturday (except holidays)	First 40 Hours	\$210/hour	First 40 Hours	\$280/hour
	Over 40 Hours	\$320/hour	Over 40 Hours	\$425/hour
Sunday, and locally recognized holidays.	All Hours	\$425/hour	All Hours	\$560/hour

### C. Service and Travel Standards (USD)

- The minimum time off for a person during any 24-hour period must be ten (10) consecutive hours.
- Travel time, whether during first 40 hours or over 40 hours, will be invoiced at the Monday through Saturday Field Service Technician rates in Tables "A" & "B". Travel in Continental North America is invoiced actual travel time with a maximum of ten (10) hours each day. Travel outside Continental North America is invoiced actual travel time. Actual travel time on holidays or to the jobsite on Sundays will be at the Field Service Technician Sunday and Holiday rate in Tables "A" & "B".
- Standby time at job site, locally on call, training, or meetings will be invoiced as time worked and be based on Tables "A" & "B". Weekend waiting rate will be 8 hours per day invoiced at the Field Service Technician first 40 hour rate in Tables "A" & "B".
- Rates apply from time and date of departure home base to time and date of return home base.
- When a project is expected to exceed 5 continuous weeks, then after 3 weeks the Buyer will allow an extended weekend leave or rotation of personnel. Travel fees shall be by Buyer.
- Air travel on flight segments exceeding 12 hours will be business class and shall be paid by Buyer. Air travel on flight segments exceeding 4 hours will be premium economy and shall be paid by Buyer.
- Payments shall be in U.S. funds unless otherwise agreed in writing
- Rates quoted are subject to adjustment without notice to conform to Seller's published rates in effect at the time service is performed.
- Howden may offer a priority service when the relevant Howden personnel are available, for emergency or breakdown callouts. An additional 30% of the applicable labor rate will be charged where Howden personnel are requested and able to be mobilized within 24 hours of the request being received.

### D. Expenses (USD)

- Meals will be \$65/day per diem to be charged from the day of travel start to the day of travel end.
- Lodging, incidental expenses, transportation to and from the city nearest the jobsite, plus local transportation will be invoiced at cost plus 20% administrative fee. Receipt(s) to be provided when any expense exceeds \$60.00.
- Transportation to and from the city nearest the jobsite, plus local transportation will be charged at cost plus 20% administrative fee. The mileage allowance for personal car use will be current U.S. government rate per mile.
- Tool usage, when required, will be charged at a rate of \$350 per trip.
- Expenses for Airline travel shall be charged at cost Plus a 20% administrative fee (Administrative fee shall not exceed \$500).

### E. Terms and Conditions

The sale of services by Howden Roots LLC ("Seller") is subject to Seller's Terms for Sale of Goods and if such terms differ in any way from Buyer's order, or if such terms are construed as an acceptance or confirmation acting as an acceptance, then Seller's acceptance is expressly made conditional on Buyer's assent to any terms or conditions contained in Seller's terms that are different from or additional to those contained in Buyer's writing. Further, this quote shall be deemed notice of objection to such terms and conditions of Buyer. If this quote is construed as the offer, acceptance of same is expressly limited to the terms and conditions contained herein. In any event, Buyer's order of the services shall constitute and manifest Buyer's assent to Seller's Terms for Sale of Goods.



**Howden Roots LLC**  
**Standard Terms and Conditions of Sale**

**1. DEFINITIONS; SCOPE** - "Buyer" means the issuer of the purchase order and its attachments. "Seller" means Howden Roots LLC.; "Order" means Buyer's purchase order/contract, these terms and conditions of sale, Seller's acceptance and other attachments mutually agreed upon by the parties. "Goods" means the specified drawings, goods and parts as described in Seller's quotation/bid, this Order, and its attachments; "Services" means the specified supervision, testing, repair, or other services of Seller as described in Seller's quotation/bid, this Order, and its attachments. Delivery and scope of supply shall be based upon Seller's quotation/bid and any expressly agreed upon changes.

**2. ACCEPTANCE** - Buyer's acceptance of any Goods or Services from Seller shall constitute full acceptance of Seller's quote and these terms and conditions. These terms and conditions take precedence over Buyer's terms and conditions to which notice of objection is hereby given. No terms or conditions in Buyer's order shall be binding upon Seller unless specifically agreed to in writing by Seller. Neither Seller's commencement of performance or delivery shall be deemed as acceptance of Buyer's terms and conditions.

**3. TESTING AND INSPECTION** - If specified in the Order, Seller will conduct testing and/or inspection or review(s) by Buyer of the Goods or Services at Buyer's risks and costs. Buyer will receive written notice at least three (3) business days prior to such testing/inspection/review(s). If Buyer waives attendance or fails to attend, any testing/inspections/reviews will be deemed to have been made in Buyer's presence.

**4. TITLE & RISK OF LOSS** - Unless specified in the Order, Goods are being purchased EXW (Origin/Factory), Incoterms 2010. Title and risk of loss shall transfer to Buyer upon delivery to the agreed upon Incoterms point (or when delivery should have taken place but for fault of Buyer). Buyer agrees to document (with photos) and promptly advise Seller of any damage or freight claims. Goods that are not promptly and properly rejected by Buyer upon delivery shall be deemed irrevocably accepted; accepted Goods shall be subject to Seller's warranty herein.

**5. WARRANTY** - Seller warrants that: (i) the Goods will be of good material and workmanship; (ii) the Services shall be performed by competent and qualified personnel in a professional and workmanlike manner in accordance with generally established industry standards; and (iii) the Goods and Services will conform to the technical specifications and/or drawings expressly agreed upon between the parties in writing. Seller's warranties on the Goods will be in effect until the earlier of: (i) twelve (12) months from first operation/use of any such Goods or (ii) eighteen (18) months after date of delivery (at the applicable FOB/Incoterms point quoted by Seller). Seller's sole liability and Buyer's sole and exclusive remedy for breach thereof shall be the repair or replacement of such Goods by Seller, at Seller's option and cost (but not including transportation, removal, reinstallation, and decontamination). Seller's warranties on the Services will be in effect until ninety (90) days from the date of the performance of such Services. Seller's sole liability and Buyer's sole and exclusive remedy for breach thereof shall be the re-performance of such Services by Seller. Any warranty repair/replacement/re-performance pursuant to the above warranties shall be warranted by Seller for a period equal to the remainder of the original warranty period set forth above. No "evergreen" or "in-place" warranty is being provided. Seller shall have the sole right to specify the manner and timeframe for such repair/replacement/ re-performance. Defective/non-conforming parts(s)/Goods must be returned to Seller free of all contaminants and, in the event of replacement, will become the property of Seller unless Seller instructs otherwise. The warranty does not include the costs of fitting new parts or other Equipment. If Seller opts to perform any warranty obligations in-place, Buyer shall, without cost to Seller, during a specified time period agreed upon by the parties, provide access by disassembling, removing, replacing, and reinstalling any equipment, structures, or other obstructions to the extent necessary to permit Seller to perform its warranty obligations.

**THERE ARE NO WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OR REMEDIES THAT EXTEND BEYOND THE FACE OF THESE TERMS AND CONDITIONS. ALL OTHER WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OR REMEDIES EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE (INCLUDING ANY CONDITION OR WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE) NOT EXPRESSLY SET FORTH HEREIN, ARE FULLY DISCLAIMED AND EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. SELLER'S WARRANTIES DO NOT COVER ANY GOODS OR SERVICES THAT HAVE BEEN ALTERED OR SUBJECT TO ACCIDENT OR IMPROPER STORAGE, INSTALLATION, ASSEMBLY, COMMISSIONING, MAINTENANCE, USE OR APPLICATION. SELLER DOES NOT WARRANT THAT THE GOODS WILL RESIST THE ACTION OF EROSION OR CORROSIVE GASES, LIQUIDS, OR SOLIDS, OR PRODUCE RESULTS IN COMPLIANCE WITH ANY LAWS, DECREES, OR OTHER STANDARDS.**

**6. INSTALLATIONS AND ASSEMBLY** - Unless specified in the Order, Seller is only the supplier of the Goods and shall have no responsibility for the assembly and installation of the Goods

**7. INTELLECTUAL PROPERTY** - Seller's intellectual property rights and proprietary information (in hard copy or in electronic format) remain the property of Seller. Notwithstanding any other provisions or requirements of this Order, no intellectual property or proprietary information is being sold, granted, transferred, licensed, or assigned; there are no works-made-for-hire or unrestricted use (any government rights shall be "limited rights"). Seller shall not be required to provide, or provide access to, any confidential or proprietary area or information. Buyer shall not reverse engineer or otherwise attempt to re-create the Goods/Services.

**8. PATENT INDEMNITY** - Except (i) to the extent of designs or other intellectual property provided by Buyer and/or (ii) to the extent that Goods are altered or combined by Buyer in a manner causing the infringement, Seller will indemnify Buyer from claims by third parties against Buyer if the Goods infringe any Canadian or United States patent. If an injunction is issued against the further use of the Goods, Seller will, at its option and expense: (i) procure for Buyer the right to continue using said item of Goods; or (ii) modify or replace the same with non-infringing Goods or (iii) remove the infringing Goods and refund the purchase price.

**9. BUYER MATERIALS** - Buyer-furnished material must be received by Seller in accordance with the delivery schedule agreed upon by both parties. If shipment of such material is delayed or lost, Seller reserves the right to: (i) Invoice and hold shipment awaiting such material or (ii) invoice and ship less such material. Buyer shall reimburse Seller for all liability incurred by Seller as a result of any such Buyer delay.

**10. ON-SITE SERVICES** - The following section shall apply only if Seller provides on-site Services to Buyer under this Order:

**10.1 Indemnity of Buyer.** Seller will indemnify Buyer from non-nuclear claims brought by third parties against Buyer for (i) bodily injury (including death) and (ii) property damage, each only to the extent directly caused by the negligence of Seller. Seller shall not be responsible for the acts/omissions of Buyer or others. Seller's indemnity obligations shall not apply to Buyer property or any nuclear activity/incident.

**10.2 Insurance.** Seller shall maintain the following insurance coverage : (1) Commercial General Liability with limits of \$1,000,000 combined single limit occurrence for Bodily Injury, Physical Property Damage of third party property, and Contractual Liability coverage, subject to an annual aggregate of \$2,000,000; (2) Automobile Liability - Bodily Injury/Physical Property Damage in the amount of \$1,000,000 combined single limit each occurrence; and (3) Workers Compensation Insurance - statutory, as to Seller's employees. If requested, Seller will provide an ACORD form of certificate confirming such coverage. Seller's provision of a certificate of insurance in accordance with Buyer's site requirements does not constitute Seller's acceptance of Buyer's terms of purchase. Seller shall have no other or further obligations related to insurance or coverage.

**10.3 Other On-site/Service Provisions.** Seller shall comply with applicable Canadian, U.S. and/or provincial/territorial/state statutes, acts, ordinances, regulations, codes, and laws that apply to Seller's performance of the Work. Seller shall comply with job/site requirements as mutually agreed upon by the parties. Seller is an independent contractor and is not responsible for oversight or supervision of work, property or employees of others, including health, safety, or security. Buyer shall advise Seller's personnel in advance of all known and/or suspected hazardous/unsafe conditions and risks that may be encountered while on-site, including proper Material Safety Data Sheets (MSDS). Seller's personnel shall not be required to take any action, or to enter or



remain in any area where he/she reasonably determines that it would be unsafe. Seller's employees, subcontractors, and representatives shall be given unobstructed access to the site and the work. Seller's time and expense for any delays not caused by Seller shall be charged to Buyer. Buyer shall be responsible for any damage to or loss of property of Seller or its subcontractors property if such damage/loss is not caused by Seller or its subcontractors.

**11. FORCE MAJEURE; SHIPMENT AND DELAYS** - Seller shall not be liable for damages or delay in performance arising from causes beyond its control or without its fault or negligence, including, but not limited to, acts of God or the public enemy, acts of a government in its sovereign capacity, fires, floods, disease outbreak or epidemic and/or any resulting quarantine restrictions, strikes, freight embargoes, and/or severe weather. If Buyer requests that Seller store Goods or if delivery instructions are not promptly received from Buyer upon Seller's ready-to-ship notification, Seller may provide for storage of the Goods at Buyer's risk and expense or Buyer must provide for storage at Buyer's cost and risk. Shipments held beyond the scheduled date at the request or fault of Buyer may be billed immediately to Buyer including reasonable expenses incident to such delay, and Buyer shall assume title and risk of loss thereof. Liquidated/delay damages shall not apply to this order.

**12. TAXES & DUTIES** - Buyer shall be responsible for all sales, use, value added and similar taxes ("Sales Taxes") required on the Goods and Services, which shall be in addition to the consideration payable for such Goods and Services. If Seller invoices Buyer for such Sales Taxes, then Buyer shall pay such amounts to Seller concurrent with the payment of the consideration upon which such Sales Taxes are calculated. If Seller does not invoice Seller for such Sales Taxes, Buyer shall report and remit such Sales Taxes directly to the appropriate taxing authority within the time period required by law and shall provide evidence of such remittance to Seller upon request. Buyer shall be responsible for all import, export, customs duties, fees and similar charges ("Duties") in respect of the Goods and Services, and if Seller is required to pay any amount of Duties in respect of the Goods and Services, then Buyer shall reimburse Seller for such amount upon request.

**13. PAYMENT OF PURCHASE PRICE** - Buyer shall pay all invoices within thirty (30) days from the date of Seller's invoice ("Payment Due Date") by electronic funds transfer (EFT) or automated clearing house (ACH) transaction. If Buyer disputes all or part of an invoice, Buyer must (i) submit the dispute to Seller in writing within five (5) business days of the date of invoice or the entire amount of the invoice shall be due on the Payment Due Date; and (ii) pay all undisputed amounts on the Payment Due Date. If Buyer fails to pay an undisputed invoice on or before the Payment Due Date, Seller reserves the right to (i) charge late fees at the lesser of (i) the rate of 1.5% per month (18% per annum) or (ii) the maximum amount permitted by law; (ii) require Buyer to pay all of Seller's collection costs; and (iii) cease all work in relation to this Order (without obligation for liquidated damages, if applicable, incurred due to such cessation).

For milestone payments required under this Order, Seller may invoice on the original milestone completion date if the milestone is not met due to Buyer's fault, untimely response or unreasonable delay. In the event that Buyer seeks to modify the Purchase Order, Buyer agrees to make payments in accordance with the original contract terms until such time as modification is mutually agreed upon. Seller only waives claims for payment to the extent that such payments have been received by Seller. If, in Seller's reasonable opinion, Buyer's financial condition may jeopardize full or timely payment, Seller may (i) require full or partial payment as a condition to commencing or continuing its performance (including in advance of any shipment) or (ii) recover Goods from the carrier, if shipment has been made.

**14. CANCELLATION** - Buyer may cancel this Order, in whole or in part, upon at least seven (7) calendar days advanced written notice to Seller in such case the Seller shall be entitled to be reimbursed for the reasonable Direct Cost incurred by the Seller in performing the work. Direct Costs mean: "such direct costs borne and incurred by the Seller associated with the Order up to and including the date of suspension and/or cancellation, including but not limited to manufacturing costs, salaries, third party supplier costs and reasonable overhead and profit margin." Buyer's cancellation costs shall not exceed the total Order price. Any Goods or Services sold by Seller that are incomplete shall be deemed to be sold "AS IS," and "WITHOUT WARRANTY OR GUARANTEE OF ANY KIND." Seller may cancel this Order, in whole or in part, at any time if: 1) Buyer suspends work or delays delivery beyond 45 days without it being mutually agreed upon in advance; (2) Buyer breaches any material term of this Order; and/or (3) Buyer files bankruptcy or otherwise fails to either make full and timely payments, meet its obligations, or provide further assurances.

**15. EXPORT CONTROL**- Goods supplied may be subject to export control, trade sanctions, or other export laws, regulations, rules and licenses of Canada, the United States or other countries ("Export Control Regulations"). Buyer agrees to comply with Export Control Regulations as well as any other applicable country's import control laws. Buyer further agrees that if Export Control Regulations are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters. Unless otherwise mutually agreed upon by the parties, Buyer shall be responsible for obtaining export licenses or other approvals. The Order will not be accepted unless Seller is satisfied that the Goods can be supplied in compliance with the Export Control Regulations. In the event that any applicable Export Control Regulations prohibit or make impracticable Seller's performance hereunder, Seller will be released from all performance related to the Order. Seller will not be liable to Buyer for any losses, damages, or claims arising from such cancellation of the Order. Seller will not accept payment through a trade sanctioned country financial institution.

**16. NUCLEAR SALES (IF APPLICABLE)** - If Buyer or any ultimate end user intends to use the Goods or Services in any atomic/nuclear installation or activity, Buyer must notify Seller accordingly in advance and Seller's "Nuclear Indemnity" shall also apply and control (and such terms are hereby incorporated by reference for such purposes, as if fully set forth herein).

**17. LIMITATION OF LIABILITY; INDEMNITY CONDITIONS; EXCLUSIVE REMEDIES; OBLIGATIONS; & VALIDITY** - The following shall apply, govern, control, and survive at all times and to the fullest extent permitted by law.

17.1 Seller shall not be liable for any loss of profit or revenue, loss of business, loss of contracts, or for any special, indirect, economic, incidental, consequential, or punitive damages or losses, whether based on contract, warranty, indemnity, statute, tort (including negligence), or otherwise pursuant and/or related to this Order.

17.2 Seller's total liability pursuant and/or related to this Order whether for breach of contract or by reason of any tort (including negligence), statute, warranty, indemnity, or otherwise, shall in no event exceed the total price of the Order.

17.3 Any duty to indemnify under these terms and conditions/the Order is conditioned upon Buyer: (i) providing prompt and detailed notice to Seller of any such claim; (ii) tendering the defense/settlement to Seller; and (iii) providing full cooperation, authority, and assistance to Seller.

17.4 Buyer's rights and remedies shall be deemed sole and exclusive, and in place of those at law and equity. The exclusions and limitations set forth in these terms and conditions shall control at all times and survive any breach, or termination of the Purchase Order. If any provision of these terms and conditions of this Order or part thereof shall be held by judicial determination to be invalid or unenforceable they shall be severed from this Order and the valid or enforceable parts of these terms and conditions shall continue in full force and effect.

**18. ENTIRE CONTRACT; GOVERNING LAW & FORUM; OFFICIAL LANGUAGE; NO THIRD PARTY BENEFICIARIES; ASSIGNMENT** - These terms and conditions of sale cannot be amended, superseded, or modified except by a written document signed by Seller's duly authorized officer and Buyer's duly authorized representative. Governing law and forum of the terms of this Order shall be the laws (and exclusive forum) of the State of New York (USA), despite any conflicts of laws. The official language of this Agreement is English. It is the express wish of the parties that this Agreement and any related documents be drafted and executed in English. The parties agree to exclusive venue in Erie County, New York. Buyer and Seller agree that this Order is between them alone, and there are no third party rights or beneficiaries. Seller may subcontract with third parties for the manufacture and/or purchase of all or part of the Goods and/or Services. Other than Seller's ability to use its vendors/subcontractors, neither party may transfer or assign this Order, in whole or in part, without the other party's express advance permission (which shall not be unreasonably delayed or withheld), and any assignment/transfer without proper consent shall be null, void, and of no force or effect. The parties expressly exclude the application of the United States Convention on Contracts for the International Sale of Goods.

# EXHIBIT 2



January 10, 2019

Howden Roots, LLC  
4654 W. Junction Street  
Springfield, MO 65802, USA

Tel: +1 417 864 5599  
Fax: +1 417 866 0235  
Web: [www.howden.com](http://www.howden.com)

Subject: Factory Authorized Service

Dear Howden / Turblex Equipment Owners,

The Howden Roots site located in Springfield, Missouri is a production and service facility that has been providing customized turbomachinery solutions for over 30 years.

This location manufactures parts, performs repairs, and provides field services for Single Stage Blowers, Steam Turbines, and Compressors. Services are available for new and legacy OEM equipment brands including:

- Steam turbines – Howden, Siemens
- Blowers and compressors – Turblex, HV-Turbo, Cord-Turbo, Siemens Energy, Inc., Roots, Kuhnle, Kopp & Kausch
- Fans – Schiele

Howden is the only factory-authorized service center and distributor of OEM components in North America for these machines. Our commitment to exemplary operating installations is demonstrated by the Company's investment in the Customer Service/Parts Department. This highly trained group of professionals includes in-house technical and parts departments, as well as mechanical and instrumentation field services personnel. The Howden field service group is supported by a staff of mechanical, electrical and instrumentation engineers from our engineering centers.

For technical support and/or spare parts for your Howden equipment, contact us at +1 417 864-5599.

**Purchase orders should be addressed to:**

Howden Roots, LLC  
4654 West Junction Street (formerly West Farm Road 130)  
Springfield, MO 65802  
USA

**Remit to:**

Howden Roots, LLC  
901 Main Street, 7<sup>th</sup> Floor  
Dallas, TX 75202

**Remit via Bank Wire/ACH to:**

Howden Roots, LLC  
Account number: 4451243234  
SWIFT Code: BOFAUS3N  
Routing number domestic: 023009593  
Routing number ACH/EFT: 111000012

Should you have any problems or additional needs, please do not hesitate to contact us.

With kindest regards,

A handwritten signature in black ink, appearing to read "Alex Lequio". The signature is stylized with a large initial "A" and a long horizontal stroke at the end.

Alex Lequio  
**Acquisition Manager**

Direct: (417) 848-8562  
Email: alex.lequio@howden.com



**VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY  
Board of Commissioners Staff Report**

**TO:** VVWRA Board of Commissioners  
**FROM:** Darron Poulsen, General Manager *DP*  
**SUBMITTED BY:** Darron Poulsen, General Manager  
**DATE:** 9/15/2022

**SUBJECT:** **RECOMMENDATION TO AUTHORIZE THE GENERAL MANAGER TO SIGN AN AGREEMENT FOR A TEMPORARY CONSTRUCTION EASEMENT (TCE) WITH SOUTHWEST GAS (SWG) TO PERMIT THEM ACCESS TO INSTALL A NEW GAS MAIN THROUGH THE VVWRA PROPERTY**

<input checked="" type="checkbox"/>	<b>For Action</b>	<input checked="" type="checkbox"/>	<b>Fiscal Impact</b>	<b>\$ 0</b>
<input type="checkbox"/>	<b>Information Only</b>	<input type="checkbox"/>	<b>Account Code: N/A</b>	
		<input type="checkbox"/>	<b>Funds Budgeted/ Approved:</b>	

**STAFF RECOMMENDATION**

It is recommended that the Board of Commissioners authorize the General Manager to execute an agreement for a TCE with SWG to permit them access to install a new gas main through the VVWRA property upon legal review and approval of the agreement with the authority to make minor changes.

**PREVIOUS ACTION(S)**

None

**BACKGROUND INFORMATION**

The Southwest Gas Company operates a high-pressure gas line within the VVWRA property whose installation dates back prior to the construction of the VVWRA Regional Plant. This gas line is part of the critical infrastructure which provide natural gas service to our region. In addition to the service provided to our region it also is the point of connection for our Renewable Natural Gas (RNG) partnership with SoCal Biomethane. The integrity of this pipeline is of critical importance to VVWRA and by approving this agreement for the TCE (Exhibit 1) with SWG we will be providing the necessary support to help assure the performance of this gas pipeline for many years to come.

Staff recommends that the Board authorize the General Manager to sign the agreement with SWG after legal approval of the agreement with the authority to make minor changes.

**Attachments:**

**Exhibit 1-** Temporary Construction Easement Agreement with Southwest Gas

# EXHIBIT 1

**Recording Requested by:**  
Southwest Gas Corporation

**When recorded, return to:**  
Southwest Gas Corporation  
P.O. Box 1498  
Victorville, CA 92393-1498

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**APN No: 0468-111-15-0000**

### **GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

The undersigned grantor ("Grantor") is the owner of that certain real property which is described on the attached Exhibit A and incorporated herein by this reference ("Property").

Southwest Gas Corporation ("Grantee") is in the process of replacing a pipeline which runs through and adjacent to property that is owned by Grantor ("Project") and has requested an easement for a plot of land that can be used for staging equipment and construction materials and supplies for the Project.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Grantor hereby grants and conveys to Grantee a non-exclusive temporary construction easement and right-of-way over the portion of the Property which is described Exhibit B ("Easement Area"), attached hereto and incorporated herein by this reference, to use as a storage space and staging area for construction of the Project ("Easement"). The Easement includes a right to ingress and egress and to place equipment and materials as necessary for the Project. Access to the Property will be from Shay Road and Grantee will take precautions to minimize any damage to the roadway caused by heaving equipment across the Property or at the construction site. Grantee will be solely responsible for the security of equipment and materials which are stored within the Easement Area.

This Easement and the rights and privileges conferred to Grantee pursuant to this Easement shall continue in full force and effect for a period of twenty-four (24) months from the commencement of construction. Upon the written request of Grantee, Grantor agrees to provide an extension of the Easement as reasonably necessary to complete the Improvements. Upon the expiration of the term of this Easement, the rights and privileges and obligations evidenced hereby, shall automatically terminate immediately and become null and void. It is anticipated that Grantor and Grantee will enter into a permanent easement for the Improvements following the completion of construction.

Grantee shall give Grantor no less than ten (10) business days of notice of the commencement of the use of the Easement Area and shall make reasonable efforts to address any concerns of Grantor with the intent of minimizing the impact on the operation of facilities of Grantor and its lessee's located within the area of the Property. Grantee shall obtain, at its sole cost

and expense, prior to use of the Easement Area, all federal, state and local permits, licenses and approvals necessary for such use Grantee shall use commercially reasonable efforts to minimize noise, dust and other adverse impacts caused by the use of the Easement Area and any surrounding properties and shall indemnify and defend Grantor from any third party claim arising in connection with such adverse impacts. Prior to the commencement of the use of the Easement, Grantee shall be required to obtain and maintain during all periods of use and occupancy of the Easement Area insurance coverage in the type and amounts as are reasonably required by the risk manager of Grantee for construction activities on the Property and such coverage shall name Grantor, its elected officials, officers and employees as additional insureds. Grantee shall be solely responsible for compliance with all environmental laws and regulations regarding the proper handling and disposition of soil, construction and demolition materials at the Property.

Grantee will restore any portion of the Easement Area that has been disturbed to a condition substantially the same as its prior condition upon the termination of the Easement. To the extent any portion of the Property is damaged by any of the activities conducted by Grantee described hereunder, Grantee shall repair any and all such damage.

Grantee shall, to the fullest extent permitted by law, indemnify, defend, protect, and hold harmless Grantors from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively, "Claims"), including but not limited to Claims arising from injuries to or death of persons (Grantee's employees included), for damage to property, or from any violation of any federal, state, or local law or ordinance, to the extent such Claims arise out of Grantee's negligence or willful misconduct in the exercise of any rights granted by, or obligations imposed by this Easement.

*[signature pages follow]*



This Easement is dated as of September [ ], 2022.

GRANTOR: VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY

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

GRANTEE: SOUTHWEST GAS CORPORATION

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

***NOTARY ACKNOWLEDGEMENTS ATTACHED***

## EXHIBIT "A"

SOUTHWEST GAS CORPORATION  
GRANT OF EASEMENT  
VWVRA

APN: 0468-061-10-0000, 0468-061-11-0000, 0468-061-01-0000

THAT PORTION OF THE SOUTHWEST QUARTER (SW 1/4) AND THE NORTHWEST QUARTER (NE 1/4) OF SECTION 12, TOWNSHIP 6 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 10.00 FEET IN WIDTH, BEING 5.00 FEET ON EACH SIDE OF THE CENTERLINE OF THE NATURAL GAS PIPELINE(S), LYING WITHIN PARCELS OF LAND AS DESCRIBED AS PARCEL 3 AND 4 IN GRANT DEED RECORDED IN OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, IN BOOK 9541, PAGE 1508 ON OCTOBER 18, 1978.

APN: 0468-111-13-0000, 0468-111-15-0000

THAT PORTION OF THE NORTHWEST QUARTER (NW 1/4) AND THE NORTHEAST QUARTER (NE 1/4) OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 10.00 FEET IN WIDTH, BEING 5.00 FEET ON EACH SIDE OF THE CENTERLINE OF THE NATURAL GAS PIPELINE(S), LYING WITHIN PARCELS OF LAND AS DESCRIBED AS PARCELS 1, 2, AND 9 IN GRANT DEED RECORDED IN OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, IN BOOK 9541, PAGE 1508 ON OCTOBER 18, 1978.

THIS DESCRIPTION WAS PREPARED BY SOUTHWEST GAS CORPORATION PURSUANT TO CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 8730(c).



4/25/2022, 11:46:45 AM

- Main
- Distribution
- Feeder
- Transmission
- Transmission > 20
- Main (SGTC)
- ROWLine



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

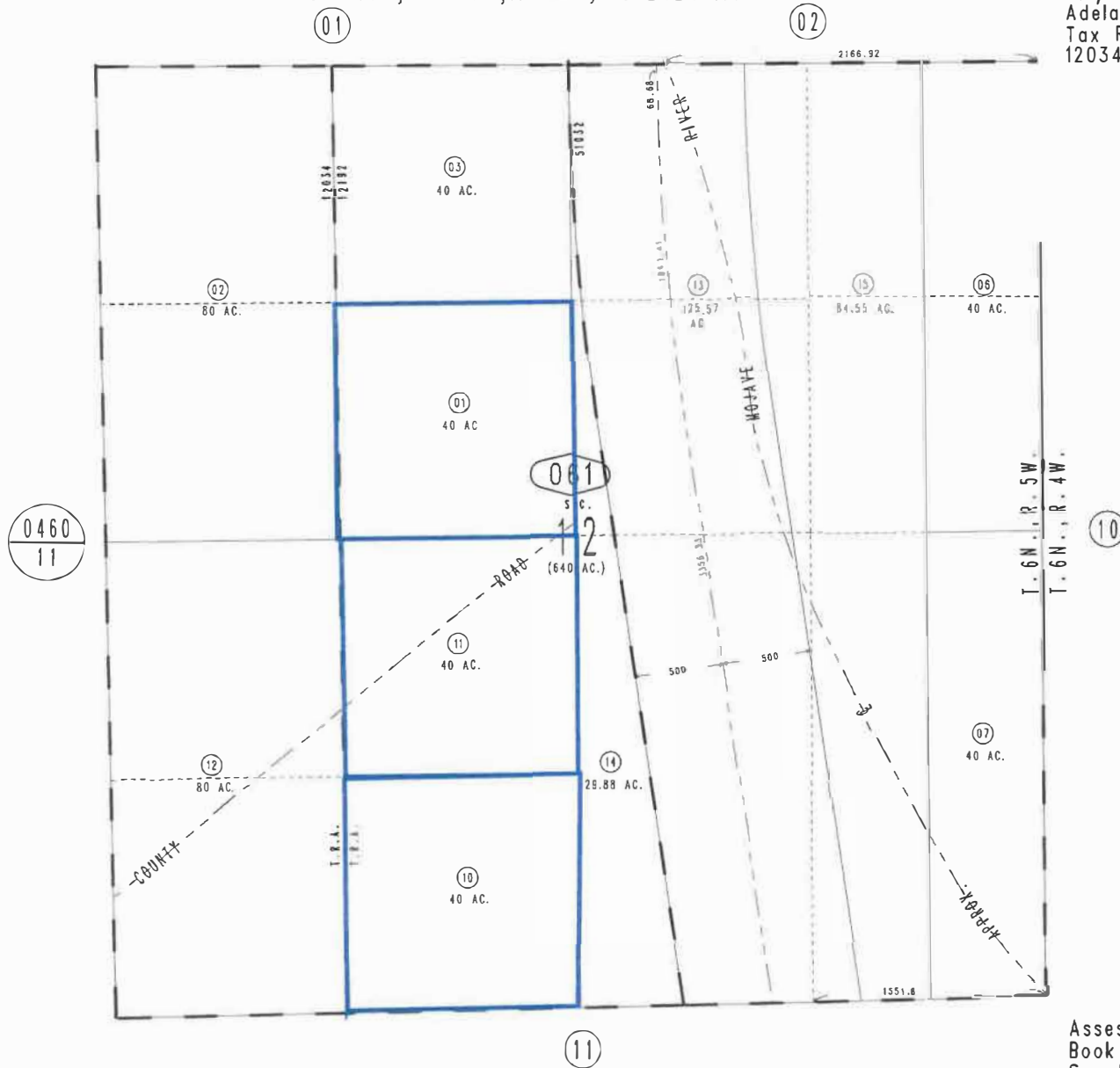
THIS MAP IS FOR THE PURPOSE OF AD VALOREM TAXATION ONLY.



Sec.12, T.6N.,R.5W., S.B.B.&M.

City of Victorville  
Adelanto Unified  
Tax Rate Area  
12034 12192 51032

0468-06



May 2004

Assessor's Map  
Book 0468 Page 06  
San Bernardino County

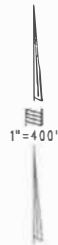
REVISED  
01/06/09 GL  
01/20/10 LH

THIS MAP IS FOR THE PURPOSE  
OF AD VALOREM TAXATION ONLY.

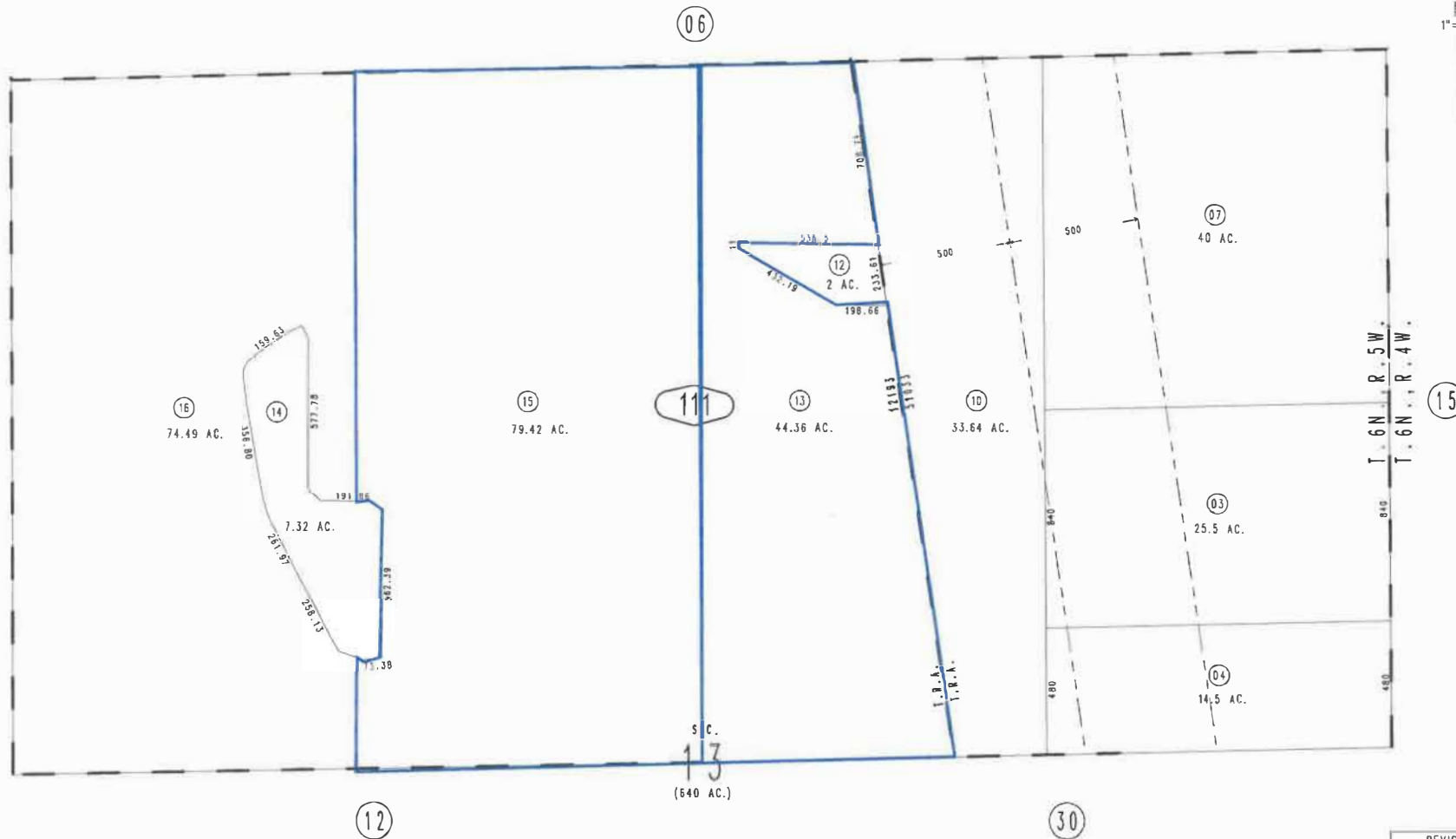
N.1/2 Sec.13, T.6N.,R.5W., S.B.B.&M.

City of Victorville  
Adelanto Unified  
Tax Rate Area  
12193,51023

0468- 11



0459  
03



May 2004

Assessor's Map  
Book 0468 Page 11  
San Bernardino County

REVISED  
08/21/14 KC

# ***Victor Valley Wastewater Reclamation Authority***



## ***Financial and Cash Reports***

***For the Quarter Ended June 30, 2022***



Executive Summary of Financial Statements

**For the Quarter Ended June 30, 2022**

1. Cash balance on June 30, 2022, is \$13,948,731 with reserves required for operations. The agreements with State Water Resources Control Board require we maintain the loan principal and interest payment amount for the following year.

	<u>Current Balance</u>
O&M Reserve: 10% of Prior Year Budgeted Operating Expenses	\$ 1,446,868
R&R Reserve: 1% of Land Improvements/Plants/Interceptors PY CAFR	2,976,961
Reserve for SRF Payments (P& I) - Operating	2,749,738
Reserve for SRF Payments (P& I) - Capital	1,553,204
Cash Available for Operations and Capital	5,221,960
Total Cash	\$ 13,948,731

2. The financial statements for the quarter ended June 30, 2022, show a deficit of \$1,833,944 (a cumulative year-to-date deficit of \$6,552,096) to reflect \$3,862,397 (a cumulative \$11,325,971) depreciation expense. The depreciation expense is a part of financial statements but does not affect our cash flow.
3. The user fee revenue for the quarter is higher than a budgeted average quarterly amount by \$147,339. The connection fee revenue received during the quarter is also higher than a budgeted average quarterly amount by \$298,773. The expenses are usually what the staff processed during the quarter that may not match corresponding revenues. For this last quarter ended June 30, 2022, the staff has recorded matching expenses for the year-end by accruing incurred costs.



Chieko Keagy, Controller

Victor Valley Wastewater Reclamation Authority  
**CASH AND RESERVE SUMMARY**  
 June 30, 2022

G/L Account	Description	Balance	% of Total
1000	DCB Checking Account	\$ 1,113,000	7.98%
1030	DCB Sweep Account	1,620,448	11.62%
1070	L.AIF	882,389	6.33%
1075	Cal Trust	10,332,894	74.08%
	<b>Total Cash</b>	<b>\$ 13,948,731</b>	<b>100.00%</b>

G/L Account	Description	Beginning Balance	Deposits or (Disbursement)	Ending Balance
1070	L.AIF	882,389	-	882,389
	Quarterly Interest Earned			Quarterly Yield
	1,652			0.19%

G/L Account	Description	Beginning Balance	Deposits or (Market Fluctuations)	Ending Balance
1074/1075	Cal Trust	10,367,657	(34,763)	10,332,894
	Quarterly Interest Earned excluding Value Fluctuation			Quarterly Yield
	22,187			0.21%

	Current Balance	Restricted	Assigned
O&M Reserve: 10% of Prior Year Budgeted Operating Expenses	\$ 1,446,868	\$	\$ 1,446,868
R&R Reserve: 1% of Land Improvements/Plants/Interceptors PY CAFR	2,976,961		2,976,961
Reserve for SRF Payments (P& I) - Operating	2,749,738	2,749,738	
Reserve for SRF Payments (P& I) - Capital	1,553,204	1,553,204	
Cash Available for Operations and Capital	5,221,960	-	
<b>Total Cash</b>	<b>\$ 13,948,731</b>	<b>\$ 4,302,942</b>	<b>\$ 4,423,829</b>

**SRF LOAN PAYMENTS:**

	9.5 MGD, 11.0 MGD, NAVI, Phase III-A	Upper Narrows Replacement	Nanticoke Bypass	Sub- Regional Apple Valley	Sub- Regional Hesperia	Total
Reserve for SRF Payments (P& I) - Operating	\$ 770,708	257,745	203,725	625,220	892,340	\$ 2,749,738
Reserve for SRF Payments (P& I) - Capital	515,054	-	67,909	399,731	570,510	1,553,204
	<b>\$ 1,285,762</b>	<b>257,745</b>	<b>271,634</b>	<b>1,024,951</b>	<b>1,462,850</b>	<b>\$ 4,302,942</b>

Payment Schedule

Upper Narrows Replacement	December	257,745
NAVI	February	258,152
Subregional - AV	February	1,024,951
Subregional - HES	February	1,462,850
Phase III-A	June	1,027,611
Nanticoke	June	271,633
		<b>\$ 4,302,942</b>

Notes: · The above investments are in compliance with the VVWRA investment policy.  
 · The above investments are made based on the prediction that the Authority will meet its anticipated expenditure requirements for the next six months.



Victor Valley Wastewater Reclamation Authority  
Statement of Net Position  
June 30, 2022

<u>Assets and Deferred Outflows of Resources</u>	<u>2022</u>
Current assets:	
Cash and cash equivalents	\$ 13,865,226
Interest receivable	1,652
Accounts receivable	7,369,952
Accounts receivable - Lease	1,122,654
Accounts receivable - Other	12,692
Allowance for Doubtful Accounts	(102,480)
Materials and supplies inventory	21,861
Prepaid expenses and other deposits	269,210
Total current assets	<u>22,560,767</u>
Fixed assets:	
Capital assets not being depreciated	2,965,650
Capital assets being depreciated	162,810,677
Total capital assets	<u>165,776,327</u>
Total assets	<u>188,337,094</u>
Deferred outflows of resources	
Deferred outflows of resources - OPEB	830,800
Deferred outflows of resources - pension	1,380,361
Total	<u>2,211,161</u>
Total	<u>\$ 190,548,255</u>
 <u>Liabilities, Deferred Inflows of Resources, and Net Position</u>	
Current liabilities:	
Accounts payable and accrued expenses	\$ 1,263,159
Accrued interest on long-term debt	216,311
Long-term liabilities - due within one year:	-
Compensated absences	65,509
Lease payables	155,014
Loans payables	3,371,095
Other payables	-
Total current liabilities	<u>5,071,088</u>
Non-current liabilities:	
Long-term liabilities - due in more than one year:	-
Compensated absences	365,101
Other post employment benefits payable	3,362,746
Lease payables	177,140
Loans payable	68,630,885
Net pension liability	4,096,340
Other payables	-
Total non-current liabilities:	<u>76,632,212</u>
Total liabilities	<u>81,703,300</u>
Deferred inflows of resources	
Deferred inflows of resources - OPEB	693,421
Deferred inflows of resources - pension	3,665,745
Deferred inflows of resources - lease	985,185
Total	<u>5,344,351</u>
Net position:	
Net investment in capital assets	93,442,191
Restricted for capital projects	-
Restricted for SRF loan covenant	4,302,942
Unrestricted	12,307,567
Decrease in net position FY 2022	(6,552,096)
Total net position	<u>103,500,604</u>
Total	<u>\$ 190,548,255</u>

**Victor Valley Wastewater Reclamation Authority**  
**Revenues and Expenses**  
**Operations and Maintenance**  
For the Quarter Ended June 30, 2022

	Quarter Actual April - June	YTD Actual FY 21-22	Approved Budget FY 21-22
<b>REVENUES</b>			
User Charges	\$ 4,572,316	\$ 18,815,525	\$ 17,699,907
Sludge Flow Charge	33,924	107,888	144,000
High Strength Waste Surcharges	8,357	16,096	38,400
ADM FOG Tipping Fee Revenue	108,773	166,202	605,000
Septage Receiving Facility Charges	231,127	870,748	671,767
Reclaimed Water Sales	11,218	26,032	228,552
Potable Well Water Sales	681	2,000	2,220
Interest	4,236	5,150	-
Pretreatment Fees	11,375	58,275	115,000
Finance Charge	-	-	-
Grant - FEMA/Cal-EMA	-	-	-
Grant - Proposition 1	-	-	-
Lease	78,913	104,340	12,000
Settlement Revenue	-	-	440,000
Sale of Assets, Scrap, & Misc Income	28,851	29,765	-
<b>Total REVENUES</b>	<b>\$ 5,089,771</b>	<b>\$ 20,202,021</b>	<b>\$ 19,956,846</b>
<b>EXPENSES</b>			
Personnel	\$ 3,113,563	\$ 7,522,811	\$ 5,966,267
Maintenance	701,173	2,481,214	3,507,600
Operations	1,098,833	3,977,635	4,066,284
Administrative	397,349	1,775,629	2,271,087
Construction and Capital Purchases	(1,226,670)	638,904	517,529
<b>Total EXPENSES</b>	<b>\$ 4,084,248</b>	<b>\$ 16,396,193</b>	<b>\$ 16,328,767</b>
<b>Revenues over Expenses before Depreciation, Debt Service and Transfers</b>	<b>\$ 1,005,523</b>	<b>\$ 3,805,828</b>	<b>\$ 3,628,079</b>
Depreciation Expense	3,862,397	11,325,971	-
FEMA CalOES Retention	-	-	-
<b>DEBT SERVICE</b>			
SRF Principal	-	-	2,094,337
SRF Interest	248,753	655,401	655,401
	<b>\$ 248,753</b>	<b>\$ 655,401</b>	<b>\$ 2,749,738</b>
<b>FUND TRANSFERS IN</b>			
Salary/Benefits Charge from Capital	-	-	-
Admin Charge from Capital	-	-	-
<b>Total FUND TRANSFERS IN</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>FUND TRANSFERS OUT</b>			
Transfer to Repairs and Replacements Fund	-	-	-
Inter-fund loan payment to Capital	-	-	-
<b>Total FUND TRANSFERS OUT</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Surplus/(Deficit)</b>	<b>\$ (3,105,627)</b>	<b>\$ (8,175,544)</b>	<b>\$ 878,341</b>

Victor Valley Wastewater Reclamation Authority  
Revenues and Expenditures  
**Capital**  
For the Quarter Ended June 30, 2022

	Quarter Actual April - June	YTD Actual FY 21-22	Approved Budget FY 21-22
<b>REVENUES</b>			
Connection Fees	\$ 592,456	\$ 2,635,922	\$ 1,174,731
Title 16 Grant - Subregional	-	-	-
Grant- Water Recycling	-	-	-
Sale of Assets, Scrap, & Misc Income	-	-	-
Interest	25,449	53,744	80,000
Proposition 1 Grant	-	-	-
Proposition 84 Grant	-	-	-
CEC Microgrid Grant	-	-	-
FMV Adjustment	(68,311)	(274,876)	-
Grant - FEMA/Cal-EMA	-	-	-
<b>Total REVENUES</b>	<b>\$ 549,594</b>	<b>\$ 2,414,790</b>	<b>\$ 1,254,731</b>
<b>CAPITAL EXPENSES</b>			
Personnel	\$ -	-	-
Maintenance	-	-	-
Operations	-	-	-
Administrative	-	-	-
Construction	(792,406)	465,671	-
<b>Total CAPITAL EXPENSES</b>	<b>\$ (792,406)</b>	<b>\$ 465,671</b>	<b>\$ -</b>
<b>Revenues over Expenses before Debt Service and Transfers</b>	<b>\$ 1,342,000</b>	<b>\$ 1,949,119</b>	<b>\$ 1,254,731</b>
<b>DEBT SERVICE</b>			
SRF Principal	\$ -	-	\$ 1,794,802
SRF Interest	70,317	325,671	338,270
	<b>\$ 70,317</b>	<b>\$ 325,671</b>	<b>\$ 2,133,072</b>
<b>FUND TRANSFERS IN</b>			
Capital Recovery - Septage from O&M	\$ -	-	-
Interfund Loan Payment from O&M	-	-	-
<b>Total FUND TRANSFERS IN</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>FUND TRANSFERS OUT</b>			
Salary/Benefits Charge to O & M	\$ -	-	-
Admin Charge to O & M	-	-	-
<b>Total FUND TRANSFERS OUT</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Surplus/(Deficit)</b>	<b>\$ 1,271,683</b>	<b>\$ 1,623,448</b>	<b>\$ (878,341)</b>

*Accrual Basis*

**Victor Valley Wastewater Reclamation Authority**  
**Statements of Cash Flows**  
**For the Quarter Ended June 30, 2022**

		<u>2022</u>
Cash flows from operating activities:		
Cash receipts from customers	\$	4,845,062
Cash paid to employees for salaries and wages		(1,323,977)
Cash paid to vendors and suppliers for materials and services		<u>(1,923,113)</u>
Net cash provided by operating activities		<u>1,597,972</u>
Cash flows from capital and related financing activities:		
Acquisition and construction of capital assets		(813,608)
Payments for flood damage		-
Proceeds from connection fees		911,923
Proceeds from grant funding		-
Proceeds from loans		-
Principal and Interest paid for long-term debt		<u>(1,299,242)</u>
Net cash provided by (used in) capital and related financing activities		<u>(1,200,927)</u>
Cash flows from investing activities:		
Proceeds from sale of investments		-
Investment earnings		<u>(43,574)</u>
Net cash provided by investing activities		<u>(43,574)</u>
Net increase in cash and cash equivalents		353,471
Cash and cash equivalents, beginning of quarter		<u>13,511,755</u>
Cash and cash equivalents, end of quarter	\$	<u><u>13,865,226</u></u>
Reconciliation of cash and cash equivalents to the statements of net position:		
Cash and cash equivalents	\$	<u>13,865,226</u>
Total cash and cash equivalents	\$	<u><u>13,865,226</u></u>

VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY  
SRF LOAN SUMMARY  
June 30, 2022

	Existing	Existing	Existing	Existing	Existing	Existing	Existing	
	11 MGD Expansion	North Apple Valley Interceptor	Phase IIIA Regulatory Upgrades	UN Replacement Project	Nanticoke Pump Station Bypass	Apple Valley Sub-Regional	Hesperia Sub-Regional	Total Agreed SRF Loans
SRF LOAN #	4574	4658	5376	7805	7833	4806	4807	
Original Amount Financed	\$ 11,430,726.00	\$ 4,084,688.00	\$ 18,581,561.00	\$ 4,286,380.00	\$ 4,495,212.79	\$ 26,455,228.84	\$ 37,758,384.81	\$ 107,092,181.44
SRF Interest Rate (fixed)	* 0.00%	2.50%	2.70%	1.90%	1.90%	1.00%	1.00%	Varies
Local Match Amount	1,905,159.00	-	-	-	-	-	-	1,905,159.00
Principal Forgiveness	n/a	n/a	<b>3,000,000.00</b>	n/a	n/a	n/a	n/a	3,000,000.00
SRF Amount Borrowed	9,525,567.00	4,084,688.00	15,717,667.66	4,286,380.00	4,495,212.79	26,455,228.84	37,758,384.81	102,323,129.10
Annual Payment Amount	579,869.96	258,151.05	1,027,609.73	257,745.38	271,632.70	1,024,950.85	1,462,850.30	4,882,809.97
Annual Payment Due Date	April 3	February 13	June 30	December 31	June 30	February 28	February 28	Varies
Loan Term (years)	20	20	20	20	20	30	30	Varies
Years remaining	0	2	10	10	15	26	26	Varies
<b>DEBT SERVICE</b>								
<b>Loan Outstanding Balance</b>	-	<b>497,566.56</b>	<b>8,901,466.82</b>	<b>2,376,478.73</b>	<b>3,516,534.08</b>	<b>23,363,963.31</b>	<b>33,345,970.53</b>	<b>72,001,980.03</b>
Principal Paid to Date	9,525,567.00	3,587,121.44	6,816,200.84	1,909,901.27	978,678.71	3,091,265.53	4,412,414.28	30,321,149.07
Interest Paid to Date	1,905,159.00	1,024,051.24	3,402,121.33	330,379.93	379,484.79	1,008,537.87	1,438,986.92	9,488,721.08
First Payment Date	April 3, 2003	Feb. 13, 2005	June 30, 2013	Dec. 31, 2016	Jun 30, 2018	February 28 2019	February 28 2019	Varies
Final Payment Date	April 3, 2022	Feb. 13, 2024	June 30, 2032	Dec. 31, 2032	Jun. 30, 2037	February 28, 2048	February 28, 2048	Varies
Effective interest rate	1.850%	2.499%	2.700%	1.900%	1.900%	1.00%	1.00%	Varies

\* An imputed interest rate is 1.707% per annum.

# *Victor Valley Wastewater Reclamation Authority*



## *Operations and Maintenance Report*

*2<sup>nd</sup> Quarter 2022*

**Victor Valley Wastewater Reclamation Authority  
Operations and Maintenance Report**

**TO:** Board of Commissioners  
**FROM:** Brad Adams – Plant Superintendent  
**SUBJECT:** Operations & Maintenance Report  
**DATE:** August 18, 2022

The following information details the operation of the Victor Valley Wastewater Reclamation Authority for the second quarter of 2022. Included in this report is pertinent information regarding flows, process control information, process sampling, permit requirements, operations activities, and facility maintenance activities.

### Pertinent Flow / Receiving Data

Month	April	May	June	Quarterly Total
Total Flow Influent Flow	330.91 MG	339.24 MG	319.36 MG	989.51 MG
Total Flow to Mojave	251.32 MG	242.48 MG	246.80 MG	740.6 MG
Total Flow to Perc Ponds	147.60 MG	168.13 MG	143.15 MG	458.88 MG
Total 3W Flow to American Organics	0.6055 MG	0.9650 MG	1.2736 MG	2.84 MG
Total 3W Flow to Victorville	0 MG	0 MG	0 MG	0 MG
Total Hesperia Influent Flow	13.31 MG	11.69 MG	10.13 MG	35.13 MG
Total 3W Flow to Hesperia	6.6146 MG	2.5010 MG	2.5062 MG	11.62 MG
Total Apple Valley Influent Flow	8.27 MG	8.03 MG	7.79 MG	24.09 MG
Total 3W Flow to Apple Valley	0 MG	0 MG	0 MG	0 MG
Total Septage Received	0.953 MG	0.755 MG	0.687 MG	2.39 MG
Total ADM/FOG Received	0.728 MG	0.734 MG	0.751 MG	2.21 MG
Total Digester Gas Production	15 MSCF	15 MSCF	15 MSCF	45 M SCF

### Work Order Activity

KPI	Count				Percent				
	Month	Apr	May	Jun	Total	Apr	May	Jun	Total
Planned Work Total		100	101	152	353				
Planned Work Completed		103	101	149	353	100%	100%	98%	99%
Planned Work Completed On-Time		96	99	145	340	93 %	98%	95%	95%
Planned Work Incomplete		0	0	3	3	0%	0%	2%	1%
Planned Work Completed Late		7	2	5	14	7%	2%	3%	4%
Reactive Work Completed		80	57	108	245	28 %	21%	32%	27%
PM Work Completed		178	183	203	564	62%	68%	60%	63%
Total Work Completed		289	270	340	899				

## VVWRA RWWTP Activities

- **Permit Continuous Monitoring Requirements**
  - Permit required monitoring equipment was on-line and working properly.
  - PH and conductivity probes cleaned and calibrated.
  - TSS and Turbidity probes were cleaned and calibrated.
  - UVT probe cleaned and calibrated.
  - Intensity probe verifications completed monthly.
- **Permit Violations**
  - No permit violations.
- **Sampling**
  - All permit required samples for were collected and processed.
- **Safety**
  - Vehicle safety inspections completed monthly.
  - Gas Monitor inspections completed monthly.
  - Eyewash safety showers inspected monthly.
  - SCBA inspections completed monthly.
  - Hazardous storage area inspection completed.
  - Spill kit inspections completed.
- **Backup Generator Tests**
  - Routine testing of the backup generators completed monthly.
- **Essential Equipment Maintenance**
  - Aqua guard pre-treatment screen inspected and serviced, as necessary.
  - Headwork's conveyor belt lubed and inspected.
  - Grit classifier PMs completed.
  - Monthly daft lube PMs completed.
  - Primary clarifier shear pins replaced as needed.
  - Primary sludge pump PMs completed.
  - Pillar blower inspections completed.
  - Service air compressors inspected and serviced, as necessary.
  - Waukesha engine inspections completed.
  - Turblex blowers inspected and serviced, as necessary.
  - Monthly tertiary filters platform PMs completed.
  - Monthly tertiary filter cleaning PMs completed.
  - Monthly tertiary filter festoon inspections completed.
  - UV System cleaning PMs completed.
  - DAFT Air Compressor PMs completed.
  - DAFT monthly PMs completed.
  - Monthly UREA refills on CHPs completed.
  - CHP exhaust differential pressure readings taken.
  - CHP gas differential pressure readings taken.



## Operations Activities

- **BNR Process**
  - a. Maintained permit compliance throughout BNR process.
- **Aqua Diamond Filters**
  - a. Replaced PLC's for Aquadiamond filters 1 and 2
  - b. Filter media was replaced for filters. Aqua Aerobics scheduled to come onsite to inspect installation.
- **CoDigestion**
  - a. Digester 3 modifications completed, and Digester placed online
  - b. Packing for mixer seal for Post Consumer Food Waste tank 3 replaced, and seal water line installed.
  - c. New PLC for omnivore receiving station scheduled to be completed by beginning of August.

## Maintenance Activities

- **Process Equipment**
  - a. Waukesha engines 2 and 3 natural gas conversion completed.
  - b. New HEX tube bundle installed.
  - c. Blower 4&5 duplex strainer water installation completed.
- **Vactor Cleaning**
  - a. Septage Receiving Grit Chamber.
  - b. Septage EQ basin.
  - c. Storm Drains.
- **Pump services / Replacement.**
  - a. Post Consumer Food Waste tank 1 and 2 transfer pump repaired.
  - b. WAS Pump 1 and 2 service completed.
  - c. Scum Pump 1 repair completed.

## VWRA Apple Valley WRP Activities

- **Permit Continuous Monitoring Requirements**
  - Permit required monitoring equipment was on-line and working properly.
  - PH probes cleaned and calibrated.
  - Turbidity analyzers were cleaned and calibrated.
  - UVT probe cleaned and calibrated.
  - Intensity probe verifications completed monthly.
- **Permit Violations**
  - No permit violations.

- **Sampling**
  - All permit required samples for were collected and processed.
- **Safety**
  - Gas Monitor inspections completed monthly.
  - Eyewash safety showers inspected monthly.
  - Spill kit inspections completed.
- **Backup Generator Tests**
  - Routine testing of the backup generators completed monthly.
- **Essential Equipment Maintenance**
  - Fine screens inspected and serviced, as necessary.
  - Aerzen process blower inspections completed and serviced, as necessary.
  - Aerzen MBR blower inspections completed and serviced, as necessary.
  - UV System cleaning PMs completed.
  - MBR system PMs completed, as necessary.

### **Operations Activities**

- **MBR Basins**
  - Weekly maintenance cleans performed per manufacturer's recommendation.
  - Newest version of Fibracast membranes have been ordered and are scheduled to be delivered middle of August.

### **Maintenance Activities**

- **A Otoe Lift Station**
  - a. Vactor truck cleaning of sewage wet well.
- **PMs / Inspections**
  - a. Inspection and maintenance of MCCs, and PLC cabinets completed
  - b. Mechanical equipment PMs and inspections completed.

### **VVWRA Hesperia WRP Activities**

- **Permit Continuous Monitoring Requirements**
  - Permit required monitoring equipment was on-line and working properly.
  - PH probes cleaned and calibrated.
  - Turbidity analyzers were cleaned and calibrated.
  - UVT probe cleaned and calibrated.
  - Intensity probe verifications completed monthly.
- **Permit Violations**

- No permit violations.
- **Sampling**
  - All permit required samples for were collected and processed.
- **Safety**
  - Gas Monitor inspections completed monthly.
  - Eyewash safety showers inspected monthly.
  - Spill kit inspections completed.
- **Backup Generator Tests**
  - Routine testing of the backup generators completed monthly.
- **Essential Equipment Maintenance**
  - Fine screens inspected and serviced, as necessary.
  - Aerzen process blower inspections completed and serviced, as necessary.
  - Aerzen MBR blower inspections completed and serviced, as necessary.
  - UV System cleaning PMs completed.
  - MBR system PMs completed, as necessary.

### **Operations Activities**

- **MBR Basins**
  - Weekly maintenance cleans performed per manufacturer's recommendation.
  - Newest version of Fibracast membranes have been installed on Train 1. Train 2 to be completed by September pending manufacturing supply.
- **3W**
  - Continuously sending water offsite to City of Hesperia recycled water storage tank.

### **Maintenance Activities**

- **Hesperia Lift station**
  - a. Vactor truck cleaning of the sewage wet well.
- **PMs / Inspections**
  - a. Inspections and maintenance of MCCs, and PLC cabinets completed.
  - b. Mechanical equipment PMs and inspections completed.

# ***Victor Valley Wastewater Reclamation Authority***



## **Environmental Compliance Department Report**

**April-June 2022**

VWRA Environmental Compliance Department  
Industrial Pretreatment Program

## I. Interceptors Operation and Maintenance:

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### 1. Interceptor's cleaning & CCTV:

Hesperia interceptor cleaning and CCTV completed

### 2. Interceptors Inspections:

The following interceptors were visually inspected for signs of damage, vandalism, and evidence of sanitary sewer overflows:

- ✓ South Apple Valley & North Apple Valley.
- ✓ Schedule 1, 2, 3 & 4
- ✓ UNE Bypass HDPE pipe
- ✓ Hesperia, I Ave and Santa Fe.
- ✓ CSA 64
- ✓ Adelanto
- ✓ SCLA1

### 3. Damage and repair summary:

- ✓ Damage to various manhole cover and frames were located on the Hesperia interceptor. All manhole frames and covers (manhole 42-1) were replaced with composite frames and covers.

### 4. Sanitary sewer overflows (SSO) Summary:

- ✓ Date of last reportable SSO: May 9th, 2022

### 5. Interceptors' maintenance budget remaining:

- ✓ The fiscal year 2021-2022 Interceptor sewer maintenance amount remaining for sewer cleaning and inspection services is \$10,794.30

### 6. Dig Alert Underground tickets processed:

- ✓ A total of Two Hundred and Thirty-Eight (238) USA Tickets were received and processed

### 7. Flow monitoring Studies:

- ✓ A flow monitoring study by ADS Environmental is continuing.
- ✓ The regional I&I study is ongoing

## II. Industrial pretreatment Activities:

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1. **New Business Questionnaires and permits applications evaluated:**
  - ✓ Thirteen (13) New Business Questionnaires were processed in Quarter 2 of 2022.
  - ✓ Zero (0) New Business Inspections were conducted in Quarter 2 of 2022.
2. **New permits issued:**
  - ✓ Zero (0) New permits were issued in Quarter 2 of 2022.
3. **Permit renewals issued:**
  - ✓ Thirteen (12) Class III permit renewals were issued in Quarter 2 of 2022.
4. **Work Orders:**
  - ✓ 31 Work Orders were completed in Quarter 2 of 2021.
5. **Monthly revenues collected and invoices issued:**
  - ✓ Revenues: \$15,900.00
  - ✓ Invoiced: \$11,375

### III. Industrial Pretreatment Activities (continued)

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**1. Current enforcement actions:**

- ✓ Four (4) Notices of Violations were issued during Quarter 2 2022.

**2. Current active industrial pretreatment permits:**

- ✓ The current number of VVWRA’s industrial wastewater discharge permits is 92; they are comprised as follows:

1	Class I	Categorical Industrial User
11	Class II	Non-Categorical Significant Industrial User
62	Class III	Non-Significant Industrial User
2	Class IV	Zero Discharge Industrial User
16	Class V	Sanitary Waste Haulers

- ✓ The permitted establishments include:

14	Automotive Service Facility
1	Brewery/Winery
24	Car Wash/Truck Wash/Bus Wash
8	Dry Cleaner
2	Grocery Store
3	Hospital
3	Misc. Industrial
1	Photographic
1	Print Shop
1	Prison
1	School/Church
3	Water Retail Store
16	Waste Haulers

- ✓ Permitted businesses are distributed among member entities as follows: 32 in Victorville, 13 in Apple Valley and 17 in Hesperia.

# ***Victor Valley Wastewater Reclamation Authority***



**Environmental Compliance Department**

***Septage/FOG/ADM Quarterly Report***

**April-June 2022**



## 1. Septage/FOG/ADM receiving invoices and payments monthly report:

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Payments and Invoices period: April 1<sup>st</sup> thru June 30<sup>th</sup> – Septage rate per Gallon: \$ 0.12  
 FOG/ADM rate per Gallon: \$ 0.05

### Receiving invoices

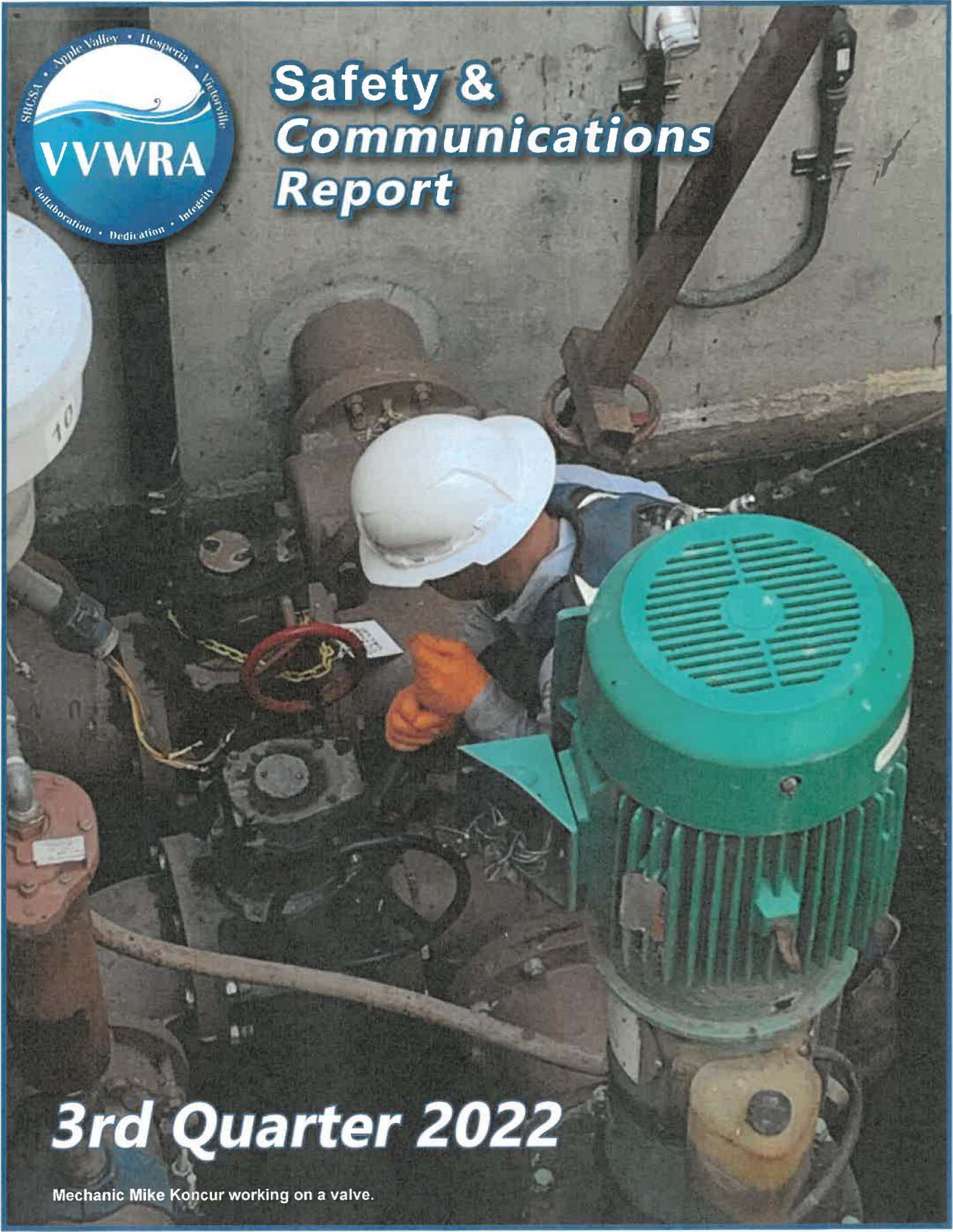
ID No	Septage/FOG/ADM Hauler	Total Gallons	Invoice Amount
ABS000	Absolute Pumping	75,054	\$7,025.05
ALP000	Alpha Omega Septic Service	466,959	\$43,707.36
BUR000	Burns Septic	340,000	\$31,824
CIS000	Cisneros Bros Plumbing	147,005	\$13,759.67
HIT000	Hitt Plumbing	103,000	\$9,640.80
HON001	Honest Johns Septic Service, Inc	317,603	\$29,727.65
ROT001	T.R. Stewart Corp. dba Roto-Rooter	624,991	\$58,499.16
SEP005	Septic Control	157,750	\$14,765.40
USA000	USA Septic	236,900	\$22,173.84
	<b>Totals</b>	<b>2,469,262</b>	<b>\$231,122.92</b>
ALP002	Alpha Omega Septic Service	243,387	\$12,169.35
FIN001	Finley Industrial Services	738,782	\$36,393.10
HIT001	Hitt Plumbing	6,870	\$3,435
PRE001	PreZero US Services	98,700	\$49,350.00
RIO000	Rios Organics Rovery	289,185	\$14,459.25
USL000	USL Parallel	926,500	\$46,325.00
	<b>Totals</b>	<b>2,303,424</b>	<b>\$115,171.20</b>

**Septage/FOG/ADM receiving payments:**

<b>ID No</b>	<b>Business Name</b>	<b>Payments Received</b>
ABS000	Absolute Pumping	\$5,153.31
ALP000	Alpha Omega Septic Service	\$60,518.30
BUR000	Burns Septic	\$25,459.20
CIS000	Cisneros Bros Plumbing	\$13,178.88
HIT000	Hitt Plumbing	\$7,068.68
HON001	Honest Johns Septic Service, Inc	\$16,116.05
ROT001	T.R. Stewart Corp. dba Roto Rooter	\$91,523.24
SEP005	Septic Control	\$12,107.63
USA000	USA Septic	\$29,072.76
ALP000	Alpha Omega Septic Service	\$15,029.65
FIN001	Finely Industrial Services	\$24,870.00
HIT001	Hitt Plumbing	\$343.50
PRE01	PreZero US Services	\$10,420.00
RIO000	Rios Organics Recovery	\$0
USL000	USL Parallel	\$33,500.00
<b>Grand Total</b>		<b>\$344,361.20</b>



# Safety & Communications Report



**3rd Quarter 2022**

Mechanic Mike Koncur working on a valve.



# Safety

## STAFF SAFETY TAILGATE TRAINING CONDUCTED

- Protecting your hearing 6-1-22
  - Slips trips and falls 6-8-22
  - Smart SOP 6-15-22
  - You are a Safety Leader 6-22-22
  - Back safety 6-29-22
- 
- Plant housekeeping 7-6-22
  - Lock out tag out 7-20-22
- 
- Working in heat 8-3-22
  - Handling hazardous waste 8-10-22
  - PPE 8-17-22
  - Handling hazardous Waste 8-25-22
  - Back safety 8-31-22







# Safety

## Safety Events/ Training

- Safety tailgates
- Daily, weekly and monthly plant inspections
- Staff has been assigned online safety courses
- Crane training class online
- Lock out/tag out training
- Monthly safety committee meetings

## Unsafe Conditions Reported/Resolved

Date of last recordable accident/injury: July 13, 2022

Days since last recordable accident/injury:

**49 Days** as of 8/31/22



# Safety

## NEXT QUARTER'S SCHEDULE OF STAFF TRAINING/SAFETY EVENTS :

- Safety Tailgates will be conducted weekly
- Safety Committee meeting
- Online training
- Front end loader
- Forklift training

## Outreach

- New Fall edition of the Purple Pipe newsletter to be released in late September.
- Periodic social media posts on Facebook and Instagram.