



REGULAR BOARD MEETING AGENDA
BOARD OF DIRECTORS MEETING
MALAGA COUNTY WATER DISTRICT
3580 SOUTH FRANK STREET
FRESNO, CALIFORNIA 93725
Tuesday, October 27, 2020 at 6:00PM

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a District Board Meeting, please contact the District Office at 559-485-7353 at least 48 hours prior to the meeting, to ensure that reasonable arrangements can be made to provide accessibility to the meeting.

- ❖ Please submit all written correspondence for the Board of Directors by 12:00 pm the Friday prior to the meeting. Please deliver or mail to the District Clerk.
- ❖ Public comments are limited to three (3) minutes or less per individual per item, with a fifteen (15) minute maximum per group per item and will be heard during the communication portion of the agenda.

1. Call to Order:

2. Roll Call: President Charles Garabedian, Jr.; Vice President Salvador Cerrillo; Director Irma Castaneda; Director Frank Cerrillo, Jr.; Director Carlos Tovar, Jr.

3. Certification: Certification was made that the Board Meeting Agenda was posted 72 hours in advance of the meeting.

4. Consent Agenda. The items listed below in the Consent Agenda are routine in nature and are usually approved by a single vote. Prior to any action by the Board of Directors, any Board member may remove an item from the consent agenda for further discussion. Items removed from the Consent Agenda may be heard immediately following approval of the Consent Agenda or set aside for discussion and action after Regular Business.

a. Minutes of the Regular Board Meeting of October 13, 2020.

Recommended action: To approve the Consent Agenda as presented or amended.

Motion by: _____; **Second by:** _____

5. Old Business: *none for this meeting.*

6. New Business:

a. **Fresno Irrigation District Centennial.** FID General Manager, Bill Stretch and FID's Special project Manager/North Kings GSA Executive Officer, Kassy Chauhan will present an award to the Board of Directors and will also be providing individual board members and key staff with some mementos in celebration of FID's centennial. The District will present Proclamation to FID recognizing Fresno Irrigation District's 100th Anniversary.

Recommended action: to approve proclamation recognizing Fresno Irrigation District's Centennial Anniversary.

Motion by: _____; **Second by:** _____

- b. **Blower Repairs.** Staff at the WWTF have submitted a quote from Atlas Copco to replace failed oil pump and motor. Total price of \$8,230.13. This price includes parts, labor, travel and milage. It does not include freight fee or taxes. This repair will get the blower running and will be tested.

Recommended action: to approve quote of \$8,230.13 for the repairs in blower #5.

Motion by: _____; **Second by:** _____

7. Mechanic Report:

- a. WWTF clarifier #1 sprocket and exhaust fan repairs.
For information.

8. Recreation Report:

- a. **November events.** Discussion on whether the District will hold any events in the month of November.

9. Engineer Reports:

- a. District Engineer Report. *None for this meeting.*
- b. CDBG Engineer Report: *none for this meeting.*

10. General Manager's Report:

- a. Updates:
 - 1. Audit RFP
 - 2. Solid Waste Franchise Fees
 - 3. WWTF
 - 4. Bathroom Project
 - 5. Solar Project

11. President's Report:

12. Vice President's Report:

13. Director's Reports:

14. Legal Counsel Report:

15. Communications:

- a. Written Communications:
- b. Public Comment: *The Public may address the Malaga County Water District Board on item(s) of interest within the jurisdiction of the Board, not appearing on the agenda. The Board will listen to comments presented; however, in compliance with the Brown Act, the Board cannot take action on items that are not on the agenda. The public should address the Board on agenda items at the time they are addressed by the Board. All speakers are requested to wait until recognized by the Board President. All Comments will be limited to three (3) minutes or less per individual/group per item per meeting, with a fifteen (15) minutes maximum.*

16. Closed Session:

- a. Malaga v. FUSD case No. 20CECG02666 (Govt Code 54956.9.)

17. Adjournment:

Motion by: _____, **Second by:** _____

Certification of Posting

I, Norma Melendez, District Clerk of the Malaga County Water District, do hereby certify that the foregoing agenda for the Regular Meeting of the Board of Directors of October 27, 2020 was posted for public view on the front window of the MCWD office at 3580 S. Frank Street, Fresno Ca 93725, at 5:00P.M. On 10/23/2020.

Norma Melendez

Norma Melendez, District Clerk



REGULAR BOARD MEETING MINUTES
BOARD OF DIRECTORS MEETING
MALAGA COUNTY WATER DISTRICT
3580 SOUTH FRANK STREET
FRESNO, CALIFORNIA 93725
Tuesday, October 13, 2020 at 6:00PM

item 4.a.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a District Board Meeting, please contact the District Office at 559-485-7353 at least 48 hours prior to the meeting, to ensure that reasonable arrangements can be made to provide accessibility to the meeting.

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1. Call to Order: 6:00pm

2. Roll Call: President Charles Garabedian, Jr.; Vice President Salvador Cerrillo; Director Irma Castaneda; Director Frank Cerrillo, Jr.; Director Carlos Tovar, Jr.

All present.

Also present: Neal Costanzo, Norma Melendez, and Moises Ortiz.

3. Certification: Certification was made that the Board Meeting Agenda was posted 72 hours in advance of the meeting.

4. Old Business:

- a. **District Truck Purchase.** Continued from the previous meeting. Two quotes from Fahrney Ford Sales has been submitted for the purchase of a District truck. The first quote is for a 2021 Ford F-150 V6 pick-up truck at \$25,366.68. The second quote is for a 2021 Ford F-150 V8 pick-up truck for \$27,326.43.

Recommended action: to approve best quote and give Interim General Manager authorization to proceed with the purchase.

Motion by Vice President Cerrillo; Second by Director Tovar, Jr. and by a 5-0 vote to approve quote for \$27,326.43 for the purchase of a Ford F-150 V8 pick-up truck from Fahrney Ford.

- b. **Fall Community Clean-up.** Event has been scheduled for Saturday, November 14, 2020. Community members will be able to dispose of their items 7 days before the clean-up.

For information.

- c. **Electric Cart.** Zeronox submitted a quote for the purchase of an electric utility vehicle using funds from the SJVAPCD grant. This quote is for a 2020 Tuatara Electric Utility Vehicle priced at \$19,996.97.

Recommended action: to approve quote from Zeronox for the purchase of an electric vehicle priced at \$19,996.97.

Motion by Vice President Cerrillo; Second by Director Tovar, Jr. and by a 5-0 vote to approve quote from Zeronox for the purchase of an electric vehicle priced at \$19,996.97.

5. New Business:

- a. **Healthcare Plan Renewal.** No major changes to the District's healthcare plan. Co-payments in pharmaceuticals have decreased from \$15.00 to \$10.00 and the overall healthcare plan will increase 4.1% by 2021.

Recommended action: To accept and approve renewal of health care plan under United Health Care.

Motion by Vice President Cerrillo, Second by Director Cerrillo, Jr. and by a 5-0 vote to accept and approve renewal of the healthcare plan under United Health Care.

- b. **Credit Card Fees.** A discussion to potentially add a Credit/debit surcharge of 2.30% per transaction.

Recommended action: for discussion and potential action.

Motion by Vice President Cerrillo, Second by Director Tovar, Jr. and a 5-0 vote to begin including a 2.3% convenience fee to all credit/debit card transactions effective December 1, 2020.

6. Engineer Reports:

- a. District Engineer Report. **None for this meeting.**
- b. CDBG Engineer Report: *None for this meeting.*

7. General Manager's Report:

- a. Update regarding property on 4772 S. Chestnut Ave. **GM received plans from the property owner.**
- b. ACWA membership dues. **No reportable action.**

Director Cerrillo, Jr. asked the interim GM for an update of the gates at the WWTF. His response was that a technician had been called out to resolve the issue.

8. President's Report:

President Garabedian reported that he was campaigning over the weekend for the upcoming elections.

9. Vice President's Report:

Vice President Cerrillo reported on his attendance of the recreation meeting/Prop 68 meeting of 10/7. Plans for the trunk-o-treat event are underway. Future holiday plans are still on hold.

10. Director's Reports:

Director Cerrillo, Jr. asked for an update on the new bathrooms. The interim GM replied saying the epoxy floors are ready to be laid. He also has received the bathroom plans from Claude Saiz.

11. Legal Counsel Report: reserved for closed session.

12. Communications:

a. Written Communications:

1. **County of Fresno Public Hearing Notice.** A public hearing on County Initiated General Plan Amendment No. 559 as part of its SB 244 Analysis of Disadvantaged Unincorporated (Legacy) Communities. Hearing is scheduled for Tuesday, October 20, 2020 at 9:00a.m.

Legal Counsel suggests that one of the board members attend this public hearing.

b. Public Comment: *The Public may address the Malaga County Water District Board on item(s) of interest within the jurisdiction of the Board, not appearing on the agenda. The Board will listen to comments presented; however, in compliance with the Brown Act, the Board cannot take action on items that are not on the agenda. The public should address the Board on agenda items at the time they are addressed by the Board. All speakers are requested to wait until recognized by the Board President. All Comments will be limited to three (3) minutes or less per individual/group per item per meeting, with a fifteen (15) minutes maximum.*

13. Consent Agenda. The items listed below in the Consent Agenda are routine in nature and are usually approved by a single vote. Prior to any action by the Board of Directors, any Board member may remove an item from the consent agenda for further discussion. Items removed from the Consent Agenda may be heard immediately following approval of the Consent Agenda or set aside for discussion and action after Regular Business.

- a. Minutes of the Regular Board Meeting of September 22, 2020 and Special Board Meeting of May 7, 2020, May 19, 2020, September 25, 2020 and October 5, 2020.
- b. Financial Reports and Accounts Payable Reports.

Recommended action: To approve the Consent Agenda as presented or amended.

President Garabedian raised concern regarding the IWS charges.

Motion by Vice President Cerrillo; Second by Director Tovar, Jr. and a 5-0 vote to approve the consent agenda as presented.

14. Closed Session: 7:26pm

- a. Malaga v CVRWQCB case number F78327(Govt Code 54956.9.) **Nothing to report.**
- b. Malaga v CVRWQCB case number F75868(Govt Code 54956.9.) **Nothing to report.**

15. Adjournment:

Motion by Vice President Cerrillo, Second by Director Tovar, Jr. and by a 5-0 vote to adjourn the meeting at 8:04pm.

Certification of Posting

I, Norma Melendez, District Clerk of the Malaga County Water District, do hereby certify that the foregoing minutes for the Regular Meeting of the Board of Directors of October 13, 2020 was posted for public view on the front window of the MCWD office at 3580 S. Frank Street, Fresno Ca 93725, on 10/28/2020.

Norma Melendez

Norma Melendez, District Clerk

Proclamation

RECOGNIZING

Fresno Irrigation District’s 100th Anniversary Centennial Commemoration

WHEREAS, the Fresno Irrigation District is celebrating its 100th Anniversary as its “*Century of Commitment, Conveyance, and Customer Service*” throughout 2020, after its founding in 1920 by far-sighted area landowners and other citizens; and

WHEREAS, the Fresno Irrigation District encompasses some 250,000 acres, and supplies the Fresno and Clovis metropolitan region with most of its agricultural and municipal water; and

WHEREAS, the Fresno Irrigation District was founded as part of the early efforts that decades later led to the 1954 completion of the Pine Flat Dam on the Kings River, and over the last 100 years has worked tirelessly to help establish Kings River water rights, entitlements and policies; and

WHEREAS, The Fresno Irrigation District is a premier irrigation district and has been a Central California leader in developing, organizing, managing, operating and conveying water supplies.

NOW, THEREFORE, BE IT RESOLVED, that the Malaga County Water District on behalf of the residents served by of Malaga County Water District, does recognize and celebrate the 100th Anniversary and Centennial Commemoration of the

FRESNO IRRIGATION DISTRICT

IN WITNESS THEREFORE, I hereunto set my hand and cause the official seal of the Malaga County Water District to be affixed the 27th day of October, 2020.

Charles E. Garabedian, Jr., President

Frank A. Cerrillo, Jr., Board Member

Salvador A. Cerrillo, Vice President

Carlos Tovar, Jr., Board Member

Irma M. Castaneda, Board Member

Moises Ortiz, Interim General Manager



Fixed Price Quote #54402716

MALAGA COUNTY WATER DISTRICT

Attn: Burt Siverling
3580 S FRANK AVE
FRESNO, 93725-2513

+1 559-647-4029
bsiverling@malagacwd.org

10/19/20

Dear Burt,

We appreciate your interest in our Fixed Price Service.

Fixed Price services range from a simple inspection and diagnostics visit to a full overhaul of compressors and ancillary equipment. Fixed Prices are executed according to the manufacturer's recommendations, including all required parts/kits for the standard maintenance visit, labor, travel and accommodation, when needed, and a complete diagnostics report after each visit. Fixed price jobs are invoiced as one single price.

With Fixed Price services, the correct level of maintenance will be carried, according to parts wear needs, avoiding breakdowns. We only use Genuine Parts and Lubricants which will protect your investment and guarantee high performance levels.

Having the unit serviced by competent and experienced Atlas Copco service engineers is the best way to ensure maintenance is properly carried out and higher operational efficiency.

Atlas Copco is always available to provide you solutions for all of your compressed air needs, from generation to point of use, guaranteeing best performance from your whole system. Genuine parts and lubricants, specially developed for your compressor needs, are kept in stock and our service technicians are always up to date with our maintenance standards and will provide you with the best service in the market.

In case you need additional information on this quotation or any of our other service products, please feel free to contact me at any time.

Kind regards,

Ryan Johnson
Service Sales Manager

48434 Milmont Drive
Fremont, CA 98434

Cell: 209-470-5504
ryan.c.johnson@atlas copco.com



Table 1 - Pricing and Services Summary

Machine Description	Serial Nr	Visits Type	Number of Oil Changes	Oil Type	One Time Price
ZS55+VSD	APF170761	B	1	Roto-Z	\$ 8,230.13
				Total Labor	\$ 1,800.00
				Total Oil	\$ 460.70
				Total Parts	\$ 5,304.43
				Total Misc	\$ 665.00
Total Price					\$ 8,230.13 + Tax & Freight

Scope: Replace failed oil pump and motor. Perform 8K major service. Test blower for proper operation. This quote includes parts, labor, travel, and mileage. Please see next page for detailed scope.

10% discount has been applied to all parts and oil

Important:

Please notice that the consolidated one time price per machine will be shown on the invoice.

Pricing does not include freight.

Pricing does not include taxes

Pricing applies to services performed during normal working hours, weekdays, from 8am – 5pm

The blower is not running currently. These repairs will get the blower running and will be tested. The technician may find other issues with the blower once it is able to run.

Activities list

Equipment: ZS55+VSD S/N: APF170761		
Item	Activities	
1	Follow Customer Specific Safety Rules	x
2	Check temperatures and pressures.	x
3	Clean air paths electric motor(s)	x
4	Inspect discharge check valve	
5	Blastclean cubicle, dry air max.1bar	x
6	Inspect el. power connections,converter	x
7	Change oil	x
8	Change compressor oil filter	x
9	Replace cubicle filters	x
10	Change air-/oilfilter (s)	x
11	Inspect demister sponge. Repl if nec.	x
12	Overhaul check valve	x
13	Check Elektronikon functions	x
14	Overhaul element	
15	Replace element(s) (use exchange elt.)	
16	Overhaul main drive motor (if included in the service package)	
17	Grease motor bearings	x
18	Check loose wiring & connections cubicle	x
19	Check for air- water- & oil leakage	x
20	Clean cooler system	x
21	Check air filter element(s)	
22	Check oil level	x
23	Clean air filter housing	x
24	Replace oil pump	x
25	Replace oil pump motor	x
26	Test for proper operation after repairs	x

The following conditions apply

1. The Responsibilities and rights of the parties

- 1.1. The customer will ensure that:
 - 1.1.1. The routine maintenance of the equipment is carried out in accordance with Atlas Copco's instruction book;
 - 1.1.2. The equipment log book is filled in daily;
 - 1.1.3. At all times the equipment is kept in the environmental conditions recommended by Atlas Copco and the instructions relating to the operation of the equipment as advised by Atlas Copco from time to time are followed.
- 1.2. The customer will confirm to Atlas Copco that the instruction manual for the equipment is in his possession.
- 1.3. Atlas Copco will contact the customer before the planned time for the visit. The customer will then ensure the equipment is available for inspection.
- 1.4. Maintenance and Inspection will be carried out during normal working hours, 8.00 am - 5.00 pm, Monday to Friday. If this is not practical, any extra cost incurred by Atlas Copco in carrying out maintenance or inspection outside normal working hours will be borne by the customer and invoiced separately.
- 1.5. If any major changes occur in the operating or site conditions of the equipment, this agreement shall become null and void. Major changes would normally involve re-location of the unit, change of coolant or power.
- 1.6. The customer shall inform Atlas Copco immediately in the event of: malfunctions such as abnormal noise, leakage or any other phenomenon that may result in premature failure of the equipment; malfunctions of the hour meter; a planned transfer of the equipment or changes in its environmental conditions.
- 1.7. The customer will give necessary assistance to Atlas Copco in the performance of its obligations under this agreement by providing lifting facilities, lighting and unrestricted access to the equipment at the agreed time. Any costs and/or expenses incurred by Atlas Copco as a result of access to the equipment or facilities being delayed from the agreed time will be borne by the customer and invoiced separately by Atlas Copco.

2. Services

- 2.1. The price includes all costs of labor and material to perform a fixed price repair as described in the "Quotation" section excluding applicable taxes, except where under the terms of this agreement Atlas Copco is entitled to make an extra charge for these.
- 2.2. After visit a report on the condition of the equipment will be submitted to the customer by Atlas Copco.

3. Limitation and Termination

- 3.1. Atlas Copco shall not be obliged to inspect any equipment in the event of:
 - 3.1.1. Negligence by the customer in the performance of daily maintenance according to Clause 1.1;
 - 3.1.2. Any failure of the equipment caused by unforeseen circumstances including, but not limited to failure, interruption or out of specification provision of services to the equipment such as quality and/or quantity of cooling water, air, electrical power etc., accidental or willful damage to the equipment by the customer or a third party.
- 3.2. This agreement may be terminated by mutual agreement in writing of the parties.
- 3.3. Atlas Copco shall be entitled to terminate this agreement by notice in writing to the customer:
 - 3.3.1. In the circumstances referred to in Clauses 1.5 and 3.1;
 - 3.3.2. If the customer goes into liquidation or makes any voluntary arrangement with its creditors or becomes subject to an administration order or an encumbrance takes possession of or a receiver is appointed over any of the property or assets of the customer;
 - 3.3.3. If the customer ceases or threatens to cease to carry on business.
- 3.4. Neither party shall be liable to the other party for any indirect, consequential, incidental, special, punitive or exemplary damages or loss, of any kind, including, without limitation, any loss of business, lost profits or interruption of services (even if such party has been advised of the possibility of such damages or such damages could have been reasonably foreseen by such party). The total liability of the parties under this agreement after customer's payment of the purchase price for the product(s)/service(s) shall be limited to the amount of such purchase price as the exclusive remedy of the non-breaching party.
- 3.5. Temporary hire of equipment is not included to cover equipment outages unless otherwise agreed in writing by Atlas Copco.

4. Force Majeure

- 4.1. The delay or non-performance of any obligation under this agreement shall be excused if caused by an event beyond such party's reasonable control including but not limited to:
 - 4.1.1. Acts of God, restriction in the use of power, storm, lock out, strike, fire, civil commotion or civil unrest, act of war, compliance with the regulation or order of any governmental authority, quarantine, epidemic, or pandemic.

5. Guarantee

- 5.1. Atlas Copco warrants that the products provided are free from defects in material and workmanship and services are performed in a workmanlike manner. Atlas Copco standard equipment warranty applies and is available upon request.
- 5.2. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES (WRITTEN, ORAL, IMPLIED, OR OTHERWISE), AND ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED.

6. Environmental Damages

- 6.1. The Environmental Management at any site on which Atlas Copco equipment is used is the responsibility of the Customer. In this regard Atlas Copco disclaims any responsibility for any infringement which occurs related to Acts, Rules or Regulations pertaining to environmental pollution aspects such as noise, atmospheric, water, sewer, dangerous goods, waste disposal etc.

7. General

- 7.1. If any term of this agreement is held by any court or other competent authority to be void or unenforceable in whole or in part the other terms of this agreement and the remainder of the affected term shall continue to be valid.
- 7.2. Any notice to be given by either party to the other under this agreement may be delivered by hand or sent by first class post to the other party at the address for that party shown in this agreement. Any notice delivered by hand shall be deemed to have been served on delivery and any notice sent by post shall be deemed to have been served within 48 hours after posting.
- 7.3. Any waiver by Atlas Copco of a breach of any terms of this agreement by the customer shall not be considered as a waiver of any subsequent breach of the same term or any other term.

8. SMARTLINK

The equipment may include a data monitoring service called SMARTLINK. The data received by Atlas Copco may be used by Atlas Copco and certain third party distributors and contractors for the purpose of increasing overall customer service. Atlas Copco will use commercially reasonable efforts to ensure that Purchaser's data is kept confidential. Purchaser acknowledges that the use of the SMARTLINK is provided "as is", that use of the service is entirely at Purchaser's risk, and that Atlas Copco may discontinue the SMARTLINK service at any time. Purchaser may request discontinuance of the SMARTLINK service at any time. SMARTLINK Terms and Conditions are available upon request.

Pricing does not include freight.
Pricing does not include taxes

Pricing applies to services performed during normal working hours, weekdays, from 8am – 5pm

Signed for and on behalf of Atlas Copco:
Signature:

Signed for and on behalf of the customer:
Signature:

Name: Ryan Johnson

Name: Burt Siverling

Position: Service Sales Manager

Position:

Date: 10/19/20

Date: 10/19/20

Customer# 100383542

Fixed Price Quote #54402716

PO#



TERMS AND CONDITIONS

Connexus Industries Inc.

These Terms and Conditions of Sale and the quotation to which they are attached (the "Quotation") set forth the terms and conditions under which Connexus Industries Inc. ("Connexus") offers to sell the products listed in the Quotation ("Products"). These Terms and Conditions of Sale are the exclusive terms and conditions under which the Products are sold and shall supersede all others and the same shall not be modified or amended except as specifically agreed in writing by an authorized representative of Connexus. In the case of any disagreement between the Quotation and these Terms and Conditions of Sale, these Terms and Conditions of Sale shall prevail.

TERMS OF PAYMENT:

If not stated otherwise in the Quotation terms are net 30 days from invoice date and the price and terms of payment quoted will remain in effect for thirty (30) days from the date of the Quotation. In addition to the quoted price Purchaser will be charged for all applicable sales, use, excise and other similar taxes. The cost of modifications required to comply with local laws, rules, regulations or codes are not included in the quoted price unless specifically stated otherwise in the Quotation.

DELIVERY, TITLE TRANSFER AND RISK OF LOSS:

Unless otherwise specifically agreed by Connexus in writing, all deliveries of Products shall be F.O.B. shipping point. The shipping point shall be determined by Connexus. Title will be transferred to Purchaser upon receipt in full of the purchase price.

WARRANTY:

Connexus warrants that, for a period of one (1) year from the date of shipment of the Products ("Warranty Period") the Products will be free from defects in material and workmanship under normal use and subject to Purchaser following the Connexus prescribed maintenance schedule (if applicable). Unless specifically stated otherwise in the Quotation, this Warranty is not transferable. Any field welding to the Products will void the foregoing warranty, unless the work is carried out under supervision, adhering to Connexus' welding specifications. Connexus warrants that the Products, when used in accordance with instructions provided by Connexus, will not infringe any patent or other proprietary right of any third party. This warranty shall not apply to any use not provided for in Connexus' instructions, any modifications to the Products made by any party other than Connexus, or the use of the Products in conjunction with other equipment or systems not sold to Purchaser by Connexus.

THE PRODUCTS ARE DESIGNED TO OPERATE IN CONVEYING APPLICATIONS, UNDER THE DESIGNATED WORKING LOADS. IN NO EVENT SHALL CONNEXUS BE LIABLE FOR INJURIES OR DAMAGES OR LIABILITY OF ANY KIND, RESULTING, IN WHOLE OR IN PART, FROM CHAIN OR ATTACHMENT FAILURE, OR FROM DESIGN SPECIFICATIONS NOT APPROVED BY CONNEXUS. CONNEXUS IS ALSO NOT LIABLE FOR ACCIDENTS, ALTERATIONS, OR MISUSE OR ABUSE, ACTS OF GOD, OR FAILURE TO FOLLOW CONNEXUS OPERATING INSTRUCTIONS, OR OTHERWISE.

Connexus' warranties are specifically limited to those set forth above. Connexus makes no warranties or representations of merchantability or fitness for a particular purpose. Connexus' sole obligation for any breach of the warranties set forth above shall be the acceptance of the return of the breaching Products and the refund of the related portion of the purchase price or replacement of the breaching Products. Connexus shall not be liable for any costs of uninstallation or reinstallation associated with breaching Products.

LIMITATION OF LIABILITY:

Notwithstanding anything to the contrary contained in these Terms and Conditions, the Quotation or any other document whatsoever, in no event shall Connexus be liable for any consequential, incidental, liquidated, special or indirect damages or costs, including, without limitation, loss of profit or loss of opportunity, and the maximum aggregate liability of Connexus however arising in connection with the sale of the Products, whether arising in contract, tort (including negligence), strict liability, warranty, indemnity or otherwise, shall be limited to the purchase price of the Products to which such liability relates.

SHIPMENT:

Connexus agrees to make all reasonable efforts to meet shipment dates; however, Purchaser expressly acknowledges that such shipment dates are approximate. If the shipment date is delayed at the request of Purchaser, Connexus shall have the right to invoice Purchaser on the date Connexus is prepared to make shipment and charge Purchaser for storage at the rate of 1% of the purchase price per month until shipment is made.

CANCELLATION:

If Purchaser cancels an order for custom Products, Connexus reserves the right to charge Purchaser for all work done to the date of receipt of the cancellation notice ("Effective Cancellation Date"). The amount due upon the Effective Cancellation Date shall be calculated as the greater of (i) 15% of the quoted price, (ii) a pro rata amount of the quoted price based upon the percentage of completion as of the Effective Cancellation Date, or (iii) the full purchase price if the percentage of completion as of the Effective Cancellation Date is 75% or greater.

CONFIDENTIAL AND PROPRIETARY INFORMATION:

Specifications, drawings, manuals and other technical information relating to the Products or the sale or installation of the Products contain the proprietary and confidential information ("Information") of Connexus. Purchaser shall not disclose, give, lend, exhibit or sell the Information to third parties, or use the Information other than for the operation and maintenance of the Products as instructed by Connexus.

VIKING CHAINS - ENVIRO DIVISION
A DIVISION OF CONNEXUS INDUSTRIES INC.

Langley CAD HQ
27474 Gloucester Way
Langley, BC V4W 4A1
Tel: 604-882 1602
Fax: 604-882 1603
Toll-free: 1-800-324-1244

Quebec Branch
1892 1^e Ere rue
St. Romuald, QC G6W 5M6
Tel: 418-834 5116
Fax: 418-834 5901
Toll-free: 1-888-650-6090

Atlanta Branch
3411 Novis Pointe
Acworth, GA 30101-6639
Tel: 678-797 0777
Fax: 678 797 5554
Toll-free: 1-877-941-1500

Portland USA HQ
9525 SW Commerce Circle
Wilsonville, OR 97070
Tel: 503 222 9992
Fax: 503 222 0073
Toll free: 1 800 367 9992

RE: Sprocket Quote

Date : October 21, 2020
Pages : 1

To : Burt Siverling
Company : Malaga CWD
Fax Number :

From : Scott Davies
Email: sdavies@cnxsind.com

Viking Chains - Enviro Division is pleased to submit the following quotation for your consideration:

1 each – VC78-11T Shear Pin Sprocket, 9.26" PD, 316SS Hub, Nylon 6 Sprocket Rim, Trip Pin, 1 5/8" Bore, KW & 2SS, 316SS Hardware, c/w (1) Aluminum Shear Pin, 3/16" Neck Diameter
@ \$1,190.95USD Each

1 each – VC78-40T Dished Offset Sprocket, 33.25" PD, Split, 75D Urethane Body, Repro UHMW Segmental Sprocket Rim, 2 15/16" Bore, KW & 2SS, 3.25" Offset, 316SS Hardware
@ \$2,035.95USD Each

Note: Drawings for be approved at time of order

Delivery: Approx 9-10 weeks, After drawing approval

Terms: Net 30 Days

FOB: Connexus Industries – Wilsonville, OR (freight is not included in the above pricing and is an extra cost)

- This quotation is subject to revision if not accepted within 30 days.

Notes:

- Minimum order value \$100.00
- All parts are subject to prior sale
- Non Cancellable/Non-Returnable/Non-Refundable
- Price does not include freight
- Delivery based on current availability of parts, materials, and production schedule, to be confirmed at time of order
- Payment Due: Net 30 Days

- Viking Chains Terms and Conditions of Sale are attached to this quote. If you did not receive them please call us for a copy.

"Notwithstanding any applicable terms and conditions to this quote, due to the Covid-19 pandemic, we cannot guarantee price, delivery date or performance during this period. Performance of this quote will be made on a reasonable efforts basis only. As a result, we disclaim, reject, and shall not be responsible for any damages suffered by you in regards to late delivery, price increases or overall performance and specifically reject liquidated damages claimed on any order"

Thanks for giving us the opportunity to quote, if you have any questions or comments please don't hesitate to contact me.

Best Regards,

Scott Davies

***visit our website at: www.vikingchainsenvirodivision.com
email: sdavies@cnxsind.com***

item 7.a.

QUOTATION



ROMLA VENTILATOR COMPANY
9668-D HEINRICH HERTZ DRIVE
SAN DIEGO, CA 92154

DATE: 19-Oct-20
TO: MALAGA COUNTY WATER DISTRICT, FRESNO, CA
ATTN: ANTONI ANAYA
FROM: LARRY ESSIG
REF: SPF-10B QUOTE
QTY MODEL

4	SPF-10B ROMLAIR SMALL PANEL FAN, 1/20 HP, 120V, ONE PHASE TEFC MOTOR, 300 CFM @ .125" SP, 1350 RPM, FAN 1550 RPM, PANEL OUTSIDE DIMENSION 13 3/4" SQUARE, PROTECTIVE WIRE GUARDS	230	920
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OPTIONAL

4	13 3/4"X13 3/4" ROMLAIR WALL SHUTTER	25	100
Wall Shutters and Wall Collars are NOT needed at this time.			
4	15"X15" ROMLAIR WALL COLLAR	45	180

LOT FREIGHT: F.O.B. SAN DIEGO, CA 92154 TO 3580 S. FRANK ST., FRESNO, CA 93725 (ESTIMATE)			195
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LEAD TIME: 4 WEEKS

FY20/21 FRANCHISE FEES				ITEM #10A2			
IWS		Republic		Management		F-N-F	
Jul-20	4,437.29	Jul-20	\$ 505.76	Jul-20	931.24	Jul-20	523.73
Aug-20	2,794.57	Aug-20	\$ 501.10	Aug-20	744.73	Aug-20	621.31
Sep-20	N/A	Sep-20	\$ 447.10	Sep-20	N/A	Sep-20	673.23
Oct-20	N/A	Oct-20	N/A	Oct-20	N/A	Oct-20	N/A
Nov-20	N/A	Nov-20	N/A	Nov-20	N/A	Nov-20	N/A
Dec-20	N/A	Dec-20	N/A	Dec-20	N/A	Dec-20	N/A
TOTAL:	\$ 7,231.86	TOTAL:	\$ 1,453.96	TOTAL:	\$ 1,675.97	TOTAL:	\$ 1,818.27
Grand Total: \$ 12,180.06							

FY19/20 FRANCHISE FEES							
IWS		Republic		Waste		F-N-F	
Jul19	2,432.50	Jul19	\$ 502.31	Jul19	\$ 1,001.00	Jul19	\$ 520.19
Aug19	2,817.12	Aug19	\$ 537.10	Aug19	\$ 898.82	Aug19	\$ 534.85
Sept19	2,098.32	Sept19	\$ 525.96	Sept19	\$ 1,107.94	Sept19	\$ 529.82
Oct19	2,586.05	Oct19	\$ 461.87	Oct19	\$ 944.30	Oct19	\$ 665.04
Nov19	1,941.74	Nov19	\$ 415.01	Nov19	\$ 402.69	Nov19	\$ 607.67
Dec19	2,113.76	Dec19	\$ 558.46	Dec19	\$ 1,203.03	Dec19	\$ 452.61
Jan20	2,459.01	Jan20	\$ 385.83	Jan20	\$ 1,258.27	Jan20	\$ 544.75
Feb20	2,389.74	Feb20	\$ 423.15	Feb20	\$ 665.00	Feb20	\$ 388.20
Mar20	2,431.34	Mar20	\$ 481.73	Mar20	\$ 1,027.18	Mar20	\$ 616.82
Apr20	2,152.24	Apr20	\$ 419.11	Apr20	\$ 951.18	Apr20	\$ 513.67
May20	2,439.61	May20	\$ 346.40	May20	\$ 695.24	May20	\$ 538.20
Jun20	2,501.92	Jun20	\$ 445.94	Jun20	\$ 880.19	Jun20	\$ 582.26
TOTAL:	\$ 28,363.35	TOTAL:	\$ 5,502.87	TOTAL:	\$ 11,034.84	TOTAL:	\$ 6,494.08
Grand Total: \$ 51,395.14							

FY18/19 FRANCHISE FEES							
IWS		Republic		Waste Management		F-N-F	
Jul18	\$ 1,788.84	Jul18	\$ 789.75	Jul18	\$ -	Jul18	\$ -
Aug18	\$ 2,085.49	Aug18	\$ 803.99	Aug18	\$ 2,470.61	Aug18	\$ 277.82
Sept18	\$ 1,704.50	Sept18	\$ 600.35	Sept18	\$ 733.22	Sept18	\$ 367.86
Oct18	\$ 2,408.57	Oct18	\$ 603.68	Oct18	\$ 805.67	Oct18	\$ 342.91
Nov18	\$ 2,044.98	Nov18	\$ 491.88	Nov18	\$ 816.80	Nov18	\$ 347.02
Dec18	\$ 1,850.41	Dec18	\$ 501.72	Dec18	\$ 847.83	Dec18	\$ 290.14
Jan19	\$ 1,966.32	Jan19	\$ 570.70	Jan19	\$ 1,034.27	Jan19	\$ 329.26
Feb19	\$ 1,844.27	Feb19	\$ 287.15	Feb19	\$ 845.60	Feb19	\$ 322.44
Mar19	\$ 3,268.90	Mar19	\$ 427.14	Mar19	\$ 1,003.38	Mar19	\$ 320.24
Apr19	\$ 2,878.16	Apr19	\$ 487.90	Apr19	\$ 1,348.38	Apr19	\$ 367.18
May19	\$ 5,646.58	May19	\$ 471.17	May19	\$ 568.69	May19	\$ 561.59
Jun19	\$ 2,439.91	Jun19	\$ 371.31	Jun19	\$ 855.41	Jun19	\$ 382.25
TOTAL:	\$ 29,926.93	TOTAL:	\$ 6,406.74	TOTAL:	\$ 11,329.86	TOTAL:	\$ 3,908.71
Grand Total: \$ 51,572.24							

FY17/18 FRANCHISE FEES	
IWS	
Jan-18	\$ 1,817.01
Feb-18	\$ 2,139.05
Mar-18	\$ 2,947.25
Apr-18	\$ 2,167.56
May-18	\$ 2,477.32
Jun-18	\$ 1,672.00
TOTAL:	\$ 13,220.19

IWS
INVOICES VS. MCWD BILLING

ITEM #10A2

<u>FY20/21</u>	IWS INVOICES	MCWD BILLING	DIFFERENCE	FRANCHISE FEES	
Jul-20	37,333.24	41,770.53	(4,437.29)	4,437.29	-
Aug-20	33,139.00	35,933.57	(2,794.57)	2,794.57	-
Sep-20	N/A				
Oct-20	N/A				
Nov-20	N/A				
Dec-20	N/A				
TOTAL	70,472.24	77,704.10	(7,231.86)	7,231.86	

<u>FY19/20</u>	IWS INVOICES	MCWD BILLING	DIFFERENCE	FRANCHISE FEES	
Jul-19	28,225.04	30,657.54	(2,432.50)	2,432.50	-
Aug-19	27,663.44	30,567.68	(2,904.24)	2,817.12	(87.12)
Sep-19	24,990.04	27,088.36	(2,098.32)	2,098.32	-
Oct-19	30,362.53	32,948.58	(2,586.05)	2,586.05	-
Nov-19	23,809.71	25,751.45	(1,941.74)	1,941.74	-
Dec-19	25,517.37	27,631.13	(2,113.76)	2,113.76	-
Jan-20	29,316.98	31,775.99	(2,459.01)	2,459.01	-
Feb-20	28,344.32	30,734.06	(2,389.74)	2,389.74	-
Mar-20	28,648.39	31,079.73	(2,431.34)	2,431.34	-
Apr-20	25,835.05	27,987.29	(2,152.24)	2,152.24	-
May-20	29,058.29	31,497.90	(2,439.61)	2,439.61	-
Jun-20	30,341.16	32,843.08	(2,501.92)	2,501.92	-
TOTAL:	332,112.32	360,562.79	(28,450.47)	28,363.35	

<u>FY18/19</u>	IWS INVOICES	MCWD BILLING	DIFFERENCE	FRANCHISE FEES	
Jul-18	21,974.12	23,762.96	(1,788.84)	1,788.84	-
Aug-18	25,630.66	27,716.15	(2,085.49)	2,085.49	-
Sep-18	24,135.56	25,840.06	(1,704.50)	1,704.50	-
Oct-18	28,264.39	30,672.96	(2,408.57)	2,408.57	-
Nov-18	24,802.18	26,847.16	(2,044.98)	2,044.98	-
Dec-18	22,994.68	24,845.09	(1,850.41)	1,850.41	-
Jan-19	24,329.56	26,295.88	(1,966.32)	1,966.32	-
Feb-19	22,902.69	24,646.96	(1,744.27)	1,844.27	100.00
Mar-19	37,730.25	40,999.15	(3,268.90)	3,268.90	-
Apr-19	33,568.96	36,313.62	(2,744.66)	2,878.16	133.50
May-19	61,557.69	67,204.27	(5,646.58)	5,646.58	-
Jun-19	28,798.75	31,238.66	(2,439.91)	2,439.91	-
TOTAL:	356,689.49	386,382.92	(29,693.43)	29,926.93	

<u>FY17/18</u>	IWS INVOICES	MCWD BILLING	DIFFERENCE	FRANCHISE FEES	
Jan-18	23,030.24	24,152.25	(1,122.01)	1,817.01	695.00
Feb-18	26,042.50	28,181.55	(2,139.05)	2,139.05	-
Mar-18	35,233.19	38,180.44	(2,947.25)	2,947.25	-
Apr-18	27,644.60	29,662.16	(2,017.56)	2,167.56	150.00
May-18	30,350.22	32,827.54	(2,477.32)	2,477.32	-
Jun-18	20,891.88	22,563.88	(1,672.00)	1,672.00	-
TOTAL	163,192.63	175,567.82	(12,375.19)	13,220.19	

September

MCWD DISPOSAL PONDS PERCULATION / EVAPORATION DATA								> 1.5 IN / DAY	MIN. PERC RATE	2020
PONDS	OPEN DATE	CLOSED DATE	DRY DATE	TOTAL DAYS FILL	TOTAL DAYS DRY	TOTAL DEPTH INCH	FILL RATE IN / DAY	TOTAL PERC & EVAP IN / DAY	EVAPORATION IN / DAY *	PERCULATION IN / DAY
1	04/17/20	04/30/20	didn't dry (annual)	13	#VALUE!	60	4.62	#VALUE!		#VALUE!
	05/12/20	05/21/20	06/30/20	9	40	60	6.67	1.50	0.28	1.220
				0	0		#DIV/0!	#DIV/0!		#DIV/0!
				0	0		#DIV/0!	#DIV/0!		#DIV/0!
2	04/14/20	04/17/20	06/08/20	3	52	65	21.67	1.25	0.24	1.010
	09/18/20	09/21/20		3	-44095	65	21.67	0.00		-0.001
				0	0		#DIV/0!	#DIV/0!		#DIV/0!
				0	0		#DIV/0!	#DIV/0!		#DIV/0!
3	02/14/20	02/28/20	05/05/20	14	67	68	4.86	1.01	0.1	0.915
	05/27/20	06/08/20	07/29/20	12	51	68	5.67	1.33	0.29	1.043
	08/12/20	08/24/20		12	-44067	68	5.67	0.00		-0.002
				0	0		#DIV/0!	#DIV/0!		#DIV/0!
4	02/05/20	02/14/20	03/24/20	9	39	66	7.33	1.69	0.05	1.642
	06/27/20	07/06/20	08/12/20	9	37	66	7.33	1.78	0.28	1.504
	08/24/20	08/31/20		7	-44074	66	9.43	0.00		-0.001
				0	0		#DIV/0!	#DIV/0!		#DIV/0!
5	04/17/20	04/30/20	didn't dry (annual)	13	#VALUE!	66	5.08	#VALUE!		#VALUE!
	05/12/20	05/21/20	07/08/20	9	48	66	7.33	1.38	0.29	1.085
	08/31/20	09/08/20		8	-44082	66	8.25	0.00		-0.001
				0	0		#DIV/0!	#DIV/0!		#DIV/0!
6	02/28/20	03/18/20	05/21/20	19	64	65	3.42	1.02	0.15	0.866
	06/08/20	06/27/20	08/26/20	19	60	65	3.42	1.08	0.27	0.813
	09/08/20	09/18/20		10	-44092	65	6.50	0.00		-0.001
				0	0		#DIV/0!	#DIV/0!		#DIV/0!
7	03/18/20	04/14/20	06/08/20	27	55	65	2.41	1.18	0.24	0.942
	07/06/20	07/29/20	09/07/20	23	40	65	2.83	1.63	0.715	0.910
	09/21/20	10/07/20		16	-44111	65	4.06	0.00		-0.001
				0	0		#DIV/0!	#DIV/0!		#DIV/0!
8	01/24/20	02/05/20	04/19/20	12	74	56	4.67	0.76	0.07	0.687
	04/30/20	05/12/20	didn't dry (annual)	12	#VALUE!	56	4.67	#VALUE!		#VALUE!
	05/21/20	05/27/20	07/17/20	6	51	56	9.33	1.10	0.29	0.808
	07/29/20	08/12/20	09/21/20	14	40	56	4.00	1.40	0.206	1.194

* DATA SOURCED FROM -- California Irrigation Management System -- Average of three stations (2) Five Points - (39) Parlier - (3) CSUF

didn't dry (annual) = pond was filled but not it maxium capacity as normal procedure due changing flow direction to pond 1 .
Junction boxes C-20 influent slide gates for ponds do seat properly, still some water leakage out when pond full to capacity

item 10-a.3