



# TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

## SDLF Platinum-Level of Governance



PLATINUM LEVEL

President – Michael Callahan • Vice-President – Carolyn Graham • Director – Kevin Graves • Director – Bryon Gutow • Director – Ashley Porter

### NOTICE OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY Wednesday May 15, 2024 7:00 P.M.

**TO ATTEND IN PERSON:** The meeting will be held at the Community Center located at 1601 Discovery Bay Boulevard.

In addition to physical attendance at the address indicated above, the Town of Discovery Bay Community Services District is offering the following teleconferencing options as an alternative means for the public to participate in this meeting.

**TO ATTEND BY ZOOM WEBINAR:** <https://us06web.zoom.us/j/85454370841>

**TO ATTEND BY PHONE:** +1 (669) 444 9171 or +1 (719) 359 4580 **WEBINAR ID:** 854 5437 0841

Download Agenda Packet and Materials at <http://www.todb.ca.gov/>

#### **REGULAR MEETING 7:00 P.M.**

##### **A. ROLL CALL AND PLEDGE OF ALLEGIANCE**

1. Call business meeting to order 7:00 p.m.
2. Pledge of Allegiance.
3. Roll Call.

##### **B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)**

During Public Comments, the public may address the Board on any issue within the District's jurisdiction which is not on the Agenda. The public may comment on any item on the Agenda at the time the item is before the Board for consideration. Any person wishing to speak will have 3 minutes to make their comment. There will be no dialog between the Board and the commenter as the law strictly limits the ability of Board members to discuss matters not on the agenda. We ask that you refrain from personal attacks during comment, and that you address all comments to the Board only. Any clarifying questions from the Board must go through the President. Comments from the public do not necessarily reflect the viewpoint of the Directors.

##### **C. CONSENT CALENDAR**

All matters listed under the CONSENT CALENDAR are considered by the District to be routine and will be enacted by one motion.

1. Approve Regular Board of Directors DRAFT Meeting minutes from May 1, 2024.
2. Approve Register of District Invoices.

##### **D. MUNICIPAL ADVISORY COUNCIL**

1. Cypress Landing HOA and Clipper Drive Sound Walls/Fencing.

##### **E. PRESENTATIONS**

1. Veolia Presentation.

**F. DISCUSSION AND POSSIBLE ACTION**

1. Discussion and Possible Action Regarding Veolia North America's Third Amendment to the Water and Wastewater Operations and Maintenance Service Contract.

**G. MANAGER'S REPORT**

**H. GENERAL MANAGER'S REPORT**

1. LHMP Public Comment Strategy Coordination Meeting.

**I. DIRECTOR REPORTS**

**J. DIRECTORS REGIONAL MEETING AND TRAINING REPORTS**

**K. CORRESPONDENCE**

**L. LEGAL REPORT**

**M. FUTURE AGENDA ITEMS**

**N. ADJOURNMENT**

1. Adjourn to the next Regular Meeting of the Board of Directors on June 5, 2024 beginning at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.

"This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the American with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code § 54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact the Town of Discovery Bay, at (925) 634-1131, during regular business hours, at least forty-eight hours prior to the time of the meeting."

"Materials related to an item on the Agenda submitted to the Town of Discovery Bay after distribution of the agenda packet are available for public inspection in the District Office located at 1800 Willow Lake Road during normal business hours."



# TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

SDLF Platinum-Level of Governance



PLATINUM LEVEL

President – Michael Callahan • Vice-President – Carolyn Graham • Director – Kevin Graves • Director – Bryon Gutow • Director – Ashley Porter

**MINUTES OF THE REGULAR MEETING  
OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY  
Wednesday May 1, 2024 7:00 P.M.**

**REGULAR MEETING 7:00 P.M.**

**A. ROLL CALL AND PLEDGE OF ALLEGIANCE**

1. Called business meeting to order 7:00 p.m.
2. General Manager Dina Breitstein led the Pledge of Allegiance.
3. Roll Call was taken, and all members were present with the exception of Vice-President Graham who was absent.

**B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)**

1. First speaker complimented new courts at Cornell Park. Suggested adding signage with park rules.
2. Second speaker complimented Clipper Drive landscaping and lighting. Also mentioned use of pocket bikes and drag racing in Discovery Bay.
3. Third speaker is a Discovery Bay resident since 1977. Complained about neighbors parking “clunkers” and speeding on the Boulevard.

**C. CONSENT CALENDAR**

All matters listed under the CONSENT CALENDAR are considered by the District to be routine and will be enacted by one motion.

1. Approve Regular Board of Directors DRAFT Meeting Minutes from April 17, 2024.
2. Approve Register of District Invoices.
3. Approve the Cancellation of the July 3, 2024, Regular Board of Directors Meeting.
4. Approve Director Graves’ Attendance at the Alameda County Special District Association/Contra Costa Special District Association (ACSDA/CCSDA) Annual Joint Meeting on July 8, 2024.

Director Porter made a Motion to Approve the Consent Calendar.

Director Graves seconded.

Vote: Motion carried – AYES: 4 – Callahan, Graves, Gutow, Porter, NOES: 0, ABSTAINED: 0, ABSENT: 1 - Graham.

**D. AREA AGENCIES AND LIAISON REPORTS / PRESENTATIONS**

1. Supervisor Diane Burgis, District III Report.  
None.

2. Sheriff’s Office Report.

Presented by Lt. Charlene Jacquez.

- 370 Calls for service in April 2024.
- 34 police reports were written.
- Increase in theft at both CVS and Safeway.
- Fraud report taken on April 18<sup>th</sup>. Victim was contacted by someone claiming to be a representative from Wells Fargo and wired \$9,000.
- 395 lbs. of narcotics were collected at the Prescription Drug Take Back Event.
- New license plate reader cameras were installed in Discovery Bay.

3. Contra Costa County Fire Protection District Report.  
None.

**E. MUNICIPAL ADVISORY COUNCIL**

None.

**F. PRESENTATIONS**

None.

**G. DISCUSSION AND POSSIBLE ACTION**

1. Discussion and Possible Action to Pass a Resolution to Apply for the California Energy Commission (CEC) Energy Conservation Assistance Act (ECAA) 1.0% Interest Rate Loan Program and Submit the Prepared Solar Renewable Energy Projects CEQA Exemption.

Presented by John Burdette III, Senior Business Development Manager for Veolia.

- PG&E had a 25% escalation over the last two years.
- The Town of Discovery Bay is grandfathered into the Net Energy Metering 2.0 (NEM-A v2.0) program.
- Program would provide energy efficiency, LED lighting upgrades, operational efficiency, solar renewable energy generation, etc.
- Estimated \$12 million savings over the life of the program.

Public Comment:

- First speaker supports solar.
- Second speaker is an advocate for solar.

Director Porter made a motion to approve staff recommendation to pass a resolution to apply for the CEC ECAA 1.0% Interest Loan and find that the Solar Renewable Energy Projects are CEQA exempt. Director Gutow seconded.

Vote: Motion carried – AYES: 4 – Callahan, Graves, Gutow, Porter, NOES: 0, ABSTAINED: 0, ABSENT: 1 - Graham.

2. Discussion and Possible Action to Approve Go Securities for the Security of the Cornell Bathrooms.

Presented by Assistant General Manager Allan Cantando.

- Fifteen vendors were contacted to bid on the project. Three vendors visited site and two vendors provided bids.
- Go Securities had a bid of \$53,588.00. They are the only vendor to offer a cellular solution for remote programming of the locks.
- The Parks and Recreation Committee recommends this solution.

Public Comment:

- Speaker questioned if bathrooms would be open on the weekends.

Director Gutow made a motion to authorize the General Manager to execute any and all contracts with Go Securities for Cornell Park bathroom security.

Director Graves seconded.

Vote: Motion carried – AYES: 4 – Callahan, Graves, Gutow, Porter, NOES: 0, ABSTAINED: 0, ABSENT: 1 - Graham.

**H. MANAGER'S REPORT**

None.

**I. GENERAL MANAGER'S REPORT**

None.

**J. DIRECTOR REPORTS**

1. Standing Committee Reports.

- a. Communications Committee Meeting (Committee Members Bryon Gutow and Carolyn Graham) May 1, 2024.

This was not a Brown Act meeting due to lack of quorum.

- b. Parks and Recreation Committee Meeting (Committee Members Michael Callahan and Bryon Gutow) May 1, 2024.

Director Gutow reported that the Committee discussed Cornell bathrooms, pickleball/tennis court restriping and quarterly newsletter.

- c. Water and Wastewater Committee Meeting (Committee Members Kevin Graves and Ashley Porter) May 1, 2024.

Director Graves reported that the Committee discussed the new District Office Building and the new Veolia contract.

**K. DIRECTORS REGIONAL MEETING AND TRAINING REPORTS**

None.

**L. CORRESPONDENCE**

None.

**M. LEGAL REPORT**

None.

**N. FUTURE AGENDA ITEMS**

None.

**R. ADJOURNMENT**

- 1. Adjourned at 8:03p.m. to the next Regular Meeting of the Board of Directors on May 15, 2024 beginning at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.



# Town of Discovery Bay

*"A Community Services District"*

## STAFF REPORT

**AGENDA ITEM:  
C2**

**Agenda Title:** Approve Register of District Invoices.

**Meeting Date:** May 15, 2024

**Prepared By:** Margaret Moggia, Finance Manager & Lesley Marable, Accountant

**Submitted By:** Dina Breitstein, General Manager

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### RECOMMENDED ACTION:

Staff recommends that the Board approve the listed invoices for payment.

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### EXECUTIVE SUMMARY:

District invoices are paid on a regular basis and must obtain Board authorization prior to payment. Staff recommends Board authorization in order that the District can continue to pay warrants in a timely manner.

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### FISCAL IMPACT:

Amount Requested: \$ 294,112.41

Sufficient Budgeted Funds Available?: Yes (If no, see attached fiscal analysis)

Prog/Fund # See listing of invoices. Category: Operating Expenses and Capital Improvements

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### PREVIOUS RELEVANT BOARD ACTIONS FOR THIS ITEM:

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### ATTACHMENTS:

1. Request for Authorization to Pay Invoices for the Town of Discovery Bay CSD 2023/2024

**Request for Authorization to Pay Invoices**  
**For The Meeting On May 15, 2024**  
**Town of Discovery Bay CSD**  
**Fiscal Year 7/23 - 6/24**

Veolia Water North America	\$85,970.71
Diablo Excavation & Construction	\$81,991.04
Badger Meter	\$45,926.28
San Joaquin County Office Of Ed	\$27,830.00
U.S. Bank Corporate Payment System	\$27,051.94
First Light Technologies Ltd.	\$8,240.00
HASA INC	\$4,093.70
Luhdorff & Scalmanini	\$3,919.25
Sabie Trucking, Inc.	\$2,885.65
Karina Dugand	\$1,282.50
Delta Fence Company, Inc.	\$980.00
National Aquatic Services, Inc.	\$700.00
ODP Office Solutions, LLC	\$508.93
Brentwood Ace Hardware	\$497.70
Michelle Dominge	\$487.50
Ashley Porter	\$460.00
Carolyn Graham	\$460.00
Community Center Refund Customer	\$250.00
Bryon Gutow	\$230.00
Michael Callahan	\$230.00
Shred City	\$99.00
Petty Cash	\$18.21

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**\$294,112.41**



Water and Wastewater Monthly Report  
Town of Discovery Bay

*April 2024*



## Safety & Training

Safe Work Days: 325

### Weekly Safety Topics:

Heat Stress, Rest, and Body cooling

Hot Work & Permitting

Stop Work Authority

Slips, Trips, & Falls

## Water Well Status

Willow WTP

**01**

Active

**02**

Active

**06**

Active

Newport WTP

**04**

Active

**05**

Shutdown  
(Inactive)

**07**

Active

## Water Production & Chemicals

	Production (MG)	Chemicals (gal) (Sodium Hypochlorite)
Willow WTP	34.72	2,237
Newport WTP	36.44	3,524
TOTAL	71.16	5,761

## Water Compliance

Coliform Samples Collected: 25

Coliform Positive Results: 0

Water Quality Complaints: 0

Hydrant Flushing: 0

Valve Exercising: 0

## Lift Station Status

**A**

Active

**C**

Active

**D**

Active

**E**

Active

**F**

Active

**G**

Active

**H**

Active

**J**

Active

**R**

Active

**S**

Active

**Newport**

Active

**Lakeshore**

Active

**Lakes**

Active

**Lakes 4**

Active

**Bixler**

Active

## Wastewater Flow & Chemicals

WW Plant 2	Total Flow (MG)	Influent Flow avg. (MG)	Discharge Flow avg. (MG)
	36.35	1.06	1.21
	Last Year Flow (MG)	Polymer (gal)	Alum (gal)
	34.30	200	0

## Wastewater Compliance

Effluent BOD<sub>5</sub>, mg/L < 10: **1.0**

Effluent TSS, mg/L < 10: **0.6**

Total Coliform 7 day median <2.2: **ND**

Total Coliform daily max <23: **ND**

Eff NTU daily avg < 2: **0**

Eff Ammonia (N), mg/L < 8.4: **ND**

Removal BOD<sub>5</sub>, monthly > 85%: **99.2%**

Removal TSS, monthly > 85%: **99.5%**

Conductivity annual avg < 2,400: **2,115**

Nitrates monthly < 38: **5**

**Maintenance  
& Improvements**

SSOs: 0

Customer Complaints: 0





# Town of Discovery Bay

*“A Community Services District”*

## STAFF REPORT

**Agenda Title:** Discussion and Possible Action Regarding Veolia North America's Third Amendment to the Water and Wastewater Operations and Maintenance Service Contract.

**Meeting Date:** May 15, 2024

**Prepared By:** Dina Breitstein, General Manager

**Submitted By:** Dina Breitstein, General Manager

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### RECOMMENDED ACTION:

Approve the proposed DRAFT third amendment to the Veolia North America water and wastewater operational and maintenance services contract and allow the General Manager to sign all contracts therein.

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### EXECUTIVE SUMMARY:

On May 11, 2011, the Town and Veolia entered into a contract to operate and maintain the Town's water and wastewater facilities. On March 16, 2016, the Town and Veolia entered into the First Amendment and Renewal of the contract for a term of 60 months. On April 19, 2017, the Town and Veolia entered into the Second Amendment and Renewal of the contract for a term for the use of the SL-RAT technology.

Veolia's management team approached staff requesting to amend the current Veolia contract for a third time. The reason for the amendment is the rising inflation costs of goods and services caused by the COVID-19 Pandemic and the additional processes and assets that the Town added to Plant #2. Those processes and assets are the wastewater denitrification process, which includes three denitrification basins, a new oxidation ditch, new efficient rotors, three mix liquor recycle pumpstations and new and more effective bar screen.

District Staff, Legal Counsel, and Engineering Consultants reviewed the proposal and provided feedback and changes. A listing of the Contract Recitals being amended are listed below. *(see attached documents for all adjustments and comments in track changes)*

- 2 **Section 1.2.2, as amended by the First Amendment to the Agreement, is hereby deleted and replaced in its entirety with the following:**

“VWWOS shall designate at all times a Project Manager/Plant Manager for all of the TOWN's facilities operated by VWWOS. VWWOS and the TOWN intend the Project Manager/Plant Manager role to be a full-time position (provided that the Project Manager/Plant Manager may provide support to other Veolia sites on an as-needed, temporary basis), but in the event of a vacancy in the position, VWWOS shall designate an interim Project Manager/Plant Manager and shall take commercially reasonable steps to promptly fill the Project Manager/Plant Manager position. Prior to selection of a new Project Manager/Plant Manager, VWWOS shall meet and confer with the TOWN regarding VWWOS's selection of its Project Manager/Plant Manager to give the TOWN reasonable input, including the right to participate in an interview with job candidates prior to their selection by VWWOS. The TOWN can request at its sole discretion for VWWOS to change the Project Manager/Plant Manager. Such request shall be given in writing and VWWOS shall have three (3) months to make the change.”Section 1.2.4, as added by the First Amendment to the Agreement, is hereby deleted and replaced in its entirety with the following:

“VWWOS shall have designated at all times a Certified Operator-In-Charge who shall be responsible for the wastewater process operations and shall sign and certify the State and Regional Water Quality Control Board reports described in Section 4.6.2 of **Appendix B-1**. The Certified Operator-In-Charge shall possess a minimum Grade 4 Wastewater, State of California license or higher if required by the State of California, and shall have at least 5 years’ experience.”

**5 Section 2.1 of the Agreement is hereby deleted and replaced in its entirety with the following:**

“The TOWN shall pay to VWWOS an Annual Fee. Beginning March 1, 2024, the Annual Fee shall be \$2,182,325.10.”

**6 Section 2.4 of the Agreement is hereby deleted and replaced in its entirety with the following:**

“Beginning on May 1, 2024, the Annual Fee shall be adjusted on May 1 of each year during the term of this AGREEMENT using the formula set forth in Appendix C-6.”

**7 Appendix B-1, as added by the First Amendment to the Agreement, is hereby amended as follows.**

a. The references to “May 1, 2016” in parts a., b., and e. are deleted and replaced with “March 1, 2024.”

b. The reference to Wastewater Treatment Plan #1 in part a. is hereby deleted and replaced with the following “Retention Pond, Influent Pump Station & Bypass Pump Station Y” with the address remaining as 2500 Channel Road.

c. The table of generators and rolling stock in part f. is hereby deleted in its entirety and replaced with the table in Exhibit 1 attached to this Amendment.

h. Section 4.2.2.4 is hereby deleted and replaced in its entirety with the following:

“Each year, Contractor shall exercise 25% of all distribution valves in the water system, such that over a four-year period 100% of all such valves shall be exercised. Each valve shall be verified to be left in proper operating position and in working condition. If a valve box is not properly aligned over the valve, or if a valve box is sitting too low on a paved road, Contractor shall inform the Town of such condition, so the valve box can be scheduled for repair. For all new valves and valves that have been relocated in the water system, Contractor shall note the location of each such valve using a geographic positioning system (GPS) and shall report such location to the Town so that the Town can enter such location in the Town’s GIS.”

**8 Appendix C-6 of the Agreement is hereby deleted and replaced in its entirety with Appendix C-6 attached to this Amendment.**

**APPENDIX C-6**

**ANNUAL FEE ADJUSTMENT FORMULA**

Beginning May 1, 2024, until the expiration or earlier termination of this Agreement, the Service Fee shall be adjusted annually, such adjustment becoming effective on the anniversary date of the commencement date of the Initial Term, according to the change in the Escalation Factor. The Escalation Factor is comprised of the following:

- (a) 30% of the year-to-year change in the Consumer Price Index, All Urban Consumers (“CPI-U”), Not Seasonally Adjusted, US City Average, All Items, Series ID: CUUR0000SA0, as published by the United States

Department of Labor, Bureau of Labor Statistics;

plus

- (b) 70% of the year-to-year change in the Employment Cost Index (“ECI”), Not Seasonally Adjusted Table 4, Compensation-Civilian Workers-Service Occupation, as published by the United States Department of Labor, Bureau of Labor Statistics.

For purposes of this Agreement, the indices applicable to calculation of the Escalation Factor shall be the indices published in March.

If the Escalation Factor for any Agreement Year would be 2% or less, then the Escalation Factor for such Agreement Year shall be deemed to be 2%. If the Escalation Factor for any Agreement Year would be 5% or more, then the Escalation Factor for such Agreement Year shall be deemed to be 5%.

Where:

A = Blended Escalation Adjustment Factor  
B = CPI-U Escalation Adjustment Factor  
C = ECI Escalation Adjustment Factor

B1 = Previous Year CPI-U Index (month of the prior Agreement Year)  
B2 = Just-ended Year CPI-U Index (month of the current Agreement Year)

C1 = Previous Year ECI Index (month of the prior Agreement Year)  
C2 = Just-ended Year ECI Index (month of the current Agreement Year)

Calculation:

$B = (B2-B1)/B1 \times .3$   
 $C = (C2-C1)/C1 \times .7$   
 $A = 1 + (B+C)$   
Adjusted New Service Fee = Old Service Fee x A

Example:

$B = (110-107)/107 \times .3 = .008411$   
 $C = (110-107)/107 \times .7 = .019626$   
 $A = 1 + (.008411 + .019626)$   
 $A = 1.028037$

Adjusted New Service Fee = \$300,000 x 1.028037 = \$308,411.10

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#### **FISCAL IMPACT:**

\$2,182,325.10 an increase of \$311,213.94 in fiscal year 24-25.

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#### **PREVIOUS RELEVANT BOARD ACTIONS FOR THIS ITEM:**

Contract Dated May 11, 2011  
First Amendment Dated March 16, 2016  
Second Amendment Dated April 2017

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#### **ATTACHMENTS:**

1. Current Contract Amendment dated March 16, 2016.
2. Proposed Contract Amendment (track changes).

**FIRST AMENDMENT AND RENEWAL OF  
CONTRACT FOR THE OPERATION AND MAINTENANCE OF WATER,  
WASTEWATER FACILITIES FOR THE TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT**

This First Amendment and Renewal dated as of the 16<sup>th</sup> day of March, 2016, is made between the Town of Discovery Bay Community Services District ("**Town**" or "**District**") and Veolia Water West Operating Services, Inc., ("**VWWOS**").

**RECITALS**

A. WHEREAS, the Town and VWWOS entered in that Contract for the Operation and Maintenance of Water, Wastewater Facilities for the Town of Discovery Bay Community Services District dated and effective May 1, 2011 ("Contract");

B. WHEREAS, the Town and VWWOS desire to enter into this First Amendment and Renewal to modify and expand upon the provisions of the Contract, by mutual agreement of the parties and in accordance with Section 8.5 of the Contract, and to renew the Contract, as modified herein, for a term of sixty months in accordance with Section 3.1 of the Contract;

C. WHEREAS, the Board of Directors of the Town approved the amendment and renewal of the Contract by the unanimous action of the Board of Directors on March 16, 2016, during a regularly scheduled meeting of the Town; and

D. WHEREAS, in consideration of the mutual covenants and conditions contained in this First Amendment and Renewal, the parties agree as follows:

**Article I  
AMENDMENTS TO CONTRACT**

The Contract is hereby modified as follows:

1. Section 1.2 is hereby deleted and amended to read in its entirety as follows:

VWWOS shall staff the Project with ten employees in accordance with Section 1.2.1 who have met appropriate licensing and certification requirements of the State of California.

2. Section 1.2.1 is hereby deleted and amended to read in its entirety as follows:

VWWOS Contract price is based on not less than ten (10) full time employees as proposed by VWWOS to the TOWN. VWWOS shall staff the FACILITIES with not less than ten (10) full time employees or equivalent throughout the year. VWWOS shall fill any vacancy that results in less than ten (10) full time employees within 90 days ("Recruitment Period"). VWWOS shall be responsible to ensure that the FACILITIES are adequately staffed and agreed upon services are provided to the TOWN during the Recruitment Period, including the procurement

and provision of temporary staff. VWWOS will credit back to the TOWN the fully burdened wage of all positions not filled within 90 days during a given fiscal year. The credit will be in an amount rounded to the nearest 8 hour day (at five days per work week) to begin totalizing at the 90 day mark. For example, if a position is left open for 4 weeks past 90 days, the credit amount will be a fully burdened 160 hours (5 days X 8 hours X 4 weeks). The TOWN may forgive a credit at the TOWN's sole discretion if substantial progress is made toward filling a position.

3. Section 1.2.2 is hereby deleted and amended to read in its entirety as follows:

VWWOS shall have at all times a full time Project Manager/Plant Manager for all of TOWN's facilities. This manager shall possess at a minimum Grade 3 Wastewater, State of California license or higher if required by the State of California. Upon reclassification of the Plant to a Class 4 Facility, the manager shall possess a minimum Grade 4 Wastewater, State of California license or higher if required by the State of California. The Project Manager/Plant Manager must have at least 5 or more year's equivalent experience at either the Grade 3 or Grade 4 level operating wastewater facilities. VWWOS shall notify the TOWN prior to changing Project Managers/Plant Managers. The TOWN can request at its sole discretion for VWWOS to change the Project Manager/Plant Manager. Such request shall be given in writing and VWWOS shall have three (3) months to make the change.

4. The Contract is hereby amended by adding a new Section 1.2.4, which reads in full as follows:

VWWOS shall have at all times a full time Chief Plant Operator who shall be responsible for the wastewater process operations and shall sign and certify the State and Regional Water Quality Control Board reports described in Section 4.6.2 of Appendix B-1 attached and incorporated by reference herein. The Chief Plant Operator shall possess a minimum Grade 4 Wastewater, State of California license or higher if required by the State of California, and shall have at least 5 years' experience.

5. The Contract is hereby amended by adding a new Section 1.2.5, which reads in full as follows:

Beginning with the year of operation commencing May 1, 2016, the Project staff provided by VWWOS shall include nonexclusively (1) Instrumentation and Control Tech/Electrician, and (2) a Utility Worker. Job descriptions for these positions are attached hereto as Appendix F-1 and Appendix F-2, each incorporated herein by this reference. VWWOS shall include two designated representatives of the TOWN in interviews of candidates identified for the Instrumentation and Control Tech/Electrician. In addition to those functions necessary to perform the Scope of Services provided for herein, the Instrumentation and Control Tech/Electrician may be assigned to perform Additional Services for the benefit of the TOWN, at no additional compensation to VWWOS, where the Additional Services are limited to services or projects relating to facilities and/or equipment that the parties anticipate will ultimately be operated and/or maintained by VWWOS.

6. The Contract is hereby amended by adding Appendix F-1, which is attached hereto and incorporated by reference.

7. The Contract is hereby amended by adding Appendix F-2, which is attached hereto and

incorporated by reference.

8. Section 2.1 is hereby amended to add the following sentence at the end of the section:  
For the year of operation commencing May 1, 2016, the Annual Fee shall be \$1,553,034.
9. Section 2.5 is hereby deleted and amended to read in its entirety as follows:  
Upon the Town's awarding of Additional Services to VWWOS, the Parties shall amend this Agreement to either (1) increase the Annual Fee to reflect the price of the added scope of expanded services, or (2) include a mutually agreed one-time or recurring fees payable by the Town to VWWOS for the Additional Services.
10. Section 3.1 is hereby amended by striking "fifty (50)" and replacing it with "thirty (30)".
11. The Contract is hereby amended by deleting the existing Appendix B in its entirety and adding Appendix B -1, which is attached hereto and incorporated by reference.
12. The Contract is hereby amended by deleting the existing Appendix C-1 in its entirety and adding Appendix C -1.1 which is attached hereto and incorporated by reference.

## **Article II RENEWAL OF CONTRACT**

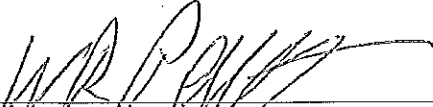
Pursuant to Section 3.1 of the amended Contract, the parties hereby agree to renew and extend the terms of the Contract, as amended and in entirety, for a period of sixty (60) months which shall commence May 1, 2016 ("Effective Date").

## **Article III MISCELLANEOUS**


Except as modified herein, all terms and provisions of the Contract remain in full force and effect and are hereby ratified by the parties. This First Amendment and Renewal sets forth the entire agreement between the parties with respect to the matters set forth herein and supersedes all prior negotiations. There are no additional oral or written representations or agreements. In the case of any inconsistency between the provisions of the original Contract and this First Amendment and Renewal, the provisions of this First Amendment and Renewal shall govern and control.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment and Renewal to the Contract as of the date first hereinabove written.

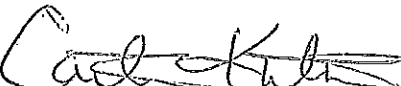
**"Town"**  
Town of Discovery Bay CSD

By:   
Bill Pease, President

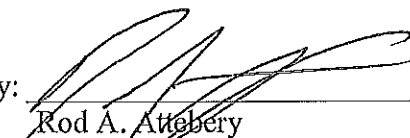
**"VWWOS"**  
Veolia Water West Operating Services, Inc.

By:   
Lanita McCauley Bates,  
Senior Vice President

and

By:  4/29/2016  
Catherine Kutsuris, General Manager

**APPROVED AS TO FORM**

By:   
Rod A. Attebery  
District Legal Counsel

## EXHIBIT F-1

### JOB DESCRIPTION INSTRUMENTATION AND CONTROL TECH/ELECTRICIAN

The Instrumentation and Control Tech/Electrician plans for and supervises activities in connection with the installation and replacement of instrumentation and control system integration equipment along with wiring and conduit installation; directs the preparation of designs, plans specifications based on studies and analysis, reviews contractor's bids, reviews consultant's plans, and supervises acceptance tests and construction activities. This position designs and makes changes to Supervisory Control and Data Acquisition system (SCADA) and Programmable Logic Control (PLC) programming set along with hard wiring changes as required.

- Two year technical degree in electronic engineering, electronic engineering technology or computer process control technology from a recognized school of engineering and technology or technical institute. Course work should include process control engineering or the equivalent.
- Four years of experience in installation and startup of supervisory control and data acquisition systems in with water or wastewater utility or an equivalent.
- Knowledge of Intellutions Software, the construction, operational characteristics and functions of plant and equipment; and the functions of testing and maintenance equipment used in the work.
- Ability to utilize office software including word processing, work management and spreadsheet products.
- Ability to do original research, make logical analysis, prepare reports covering estimated installation, operation and maintenance costs, and make recommendations in a clear and concise manner.
- Familiar with operations of sections and departments with which involved.
- Sound judgment required to properly weigh the relative importance of the various problems involved in the work.
- Knowledge of Honeywell and Bristol Babcock transmitter, Allen Bradley PLC, Modicon or other SCADA software, and RS logic software.
- Ability to furnish instructions and interpretations of Company policies, rules, and practices.



- Knowledge of the safety rules and practices of the Company; and ability to impart the knowledge effectively to employees of the Division.
- Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondences, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, contractors and field personnel.
- Ability to comprehend and apply principles of advanced calculus, modern algebra, and advanced statistical theory. Ability to work with concepts such as limits, rings, quadratic and differential equations, and proofs of theorems.
- Must be able to pass a drug screen and criminal background check.
- Must be available for standby shifts and to assist in resolving treatment plant problems during off shift hours.

## EXHIBIT F-2

### JOB DESCRIPTION UTILITY WORKER

The Utility Worker performs operations of the belt press and associated structures along with a variety of routine cleaning, maintenance and repair to tanks, drains, equipment, culverts, grounds and buildings. Also will assist in collections system flushing, lift station inspections, and other assigned tasks.

- Cleans process tanks and structures as required.
- Cleans facility grounds, roadways, walkways, fencing, gates and parking areas.
- Maintain appearance of plant grounds by cutting, trimming or weeding grass, shrubs, and trees.
- Performs housekeeping tasks for work area, tools, and equipment.
- Loads and unloads vehicles, carts, trailers, and other equipment as required.
- Under supervision, performs routine lubrication and service work to plant equipment.
- May assist in all other areas as directed.
- Must be able to pass a drug screen and criminal background check.
- Knowledge of the safety rules and practices of the Company; and ability to impart the knowledge effectively to employees of the Division.

## APPENDIX B-1

### DESCRIPTION OF PROJECT (Effective May 1, 2016)

VWWOS agrees to provide the services necessary for the management, operation and maintenance of the following:

- a. All equipment, vehicles, grounds and facilities existing as of May 1, 2016 within the present property boundaries of or being used to operate TOWN's Treatment facilities located in Discovery Bay, CA at:

Wastewater Treatment Plant #1  
2500 Channel Road

Wastewater Treatment Plant #2  
17501 Highway 4

Willow Lakes WTP  
1800 Willow Lake Road

Newport WTP  
1800 Newport Drive

- b. All equipment, grounds and facilities existing or planned as of May 1, 2016 within the present property boundaries of pumping stations described as follows:

Lift Station "A" – Located between 4810 & 4820 Discovery Point  
Lift Station "C" – Corner of Willow Lake Rd and Beaver Lane  
Lift Station "D" – Next to 750 Discovery Bay Blvd.  
Lift Station "E" – Corner of Discovery Bay Blvd and Cabrillo Pt  
Lift Station "F" – Corner of Willow Lake Rd and Riverlake Rd  
Lift Station "G" – Corner of Willow Lake Rd and Starboard Dr.  
Lift Station "H" – End of Marina Rd.  
Lift Station "J" – Corner of Clipper Dr and Windward Pt  
Lift Station "R" – Corner of Newport Drive and Beacon Pt  
Lift Station "S" – North Edge of Regatta Park – Foghorn Way  
Newport Lift Station. - Corner of Newport Dr and Slifer Dr.  
Lakeshore Lift Station - End of Yosemite Way  
Lakes Lift Station – End of Fernridge Circle  
Lakes 4 Lift Station – End of Pine Hollow Circle  
Bixler Lift Station – South end of Old River Elem School.  
Golf Valve Station – Corner of Channel Rd and Hwy 4

- c. The existing wastewater collection system consisting of approximately 49 miles of gravity sewers and force mains, 24 air relief valves and the existing manholes in service as of May 16, 2016, and collection systems improvements and planned expansions consistent with the Wastewater Treatment Master Plan dated February 2013.
- d. The existing water distribution system consisting of approximately 49 miles of water lines ranging in size from 6 to 16 inches and approximately 1,200 valves in service as of May 1, 2016, and distribution systems improvements and planned expansions consistent with the Water Master Plan dated January 2012. (Note: All backflow program associated tasks, water meter O&M and reading as well as all fire hydrant maintenance remains with the TOWN.)
- e. All equipment, grounds and facilities existing as of May 1, 2016 within the present property boundaries of the water wells described as follows:

Well #1  
1037 Discovery Bay Blvd

Well #2 (no physical address)  
Adjacent to 1535 Discovery Bay Blvd

Well #4A  
1800 Newport Drive

Well #5 (no physical address)  
Adjacent to 2400 Newport Drive

Well #6  
1800 Willow Lake.

Well #7 (no physical address)  
Newport Drive (westside of Bridge)

Well #8 (planned as of May 1, 2016)

f. All generators and rolling stock described as follows:

Year	Portable Equipment	Horse Power	Fuel Type	Vin #	License #
1999	Caterpillar Forklift GP30 K (6000-lb)		Propane	AT13E30402	n/a
1999	Energy Generator 350KW (Well #5)		Diesel	1B9AB17ZZX1231016	SE481328
1999	Gorman Rupp Pump (Trash Pump)	30hp	Gas		1153697
2000	Mighty Mover Multiquip Generator 60KW #1	77hp	Diesel	4AGDU1224YC033261	1306775
2001	Whiteman Multiquip Generator 60KW #2	77hp	Diesel	4GNFU12251B006567	1306759
2003	GEHL CTL-60 Track Loader	67hp	Diesel	21300998	n/a
2004	PJ Trailer Mfg. Dump Hauler	N/A	N/A	4P5DT102041062276	954074
2005	Forest River Emergency Utility Trailer	N/A	N/A	5NHUVH0176T604000	1167686
2005	Texas Bragg Landscape Utility Trailer	N/A	N/A	17XFB101X51055624	4GP7317
2005	Universal UTT460 Pressure Washer Trailer	13hp	Gas	1U9BU14265C088120	954075
2005	Universal UTS000 Trash Pump Trailer	11hp	Gas	1U9BU11185C088129	954076
2005	Cummins Multiquip Generator 150KW (Newport LS)	364hp	Diesel	4AG3U23285C039608	1306758
2006	Hull Fuel Tank w/Trailer (Diesel Fuel only)	1/4hp	Electric	D8595	1306774
2006	Texas Bragg Equipment Trailer (16-ft)	N/A	N/A	17XFF202861064424	954088
2006	Texas Bragg 6x10MC - Cal-Trak Trailer	N/A	N/A	17XFM101261066855	1358832
2007	C&D Multi-Quip Generator 132KW @ Plant 1	N/A	Diesel	5SLBG15277L002237	1306757
2008	Multiquip WhisperWatt 45 Ultra Silent	56.7hp	Diesel	4GNFU122X8B024444	1284819

Year	Vehicles	Horse Power	Fuel Type	Vin #	License #
1995	International F82 Truck w/Conveyor (Bio-solids)	N/A	Diesel	1HSHGALR8SH639253	1169787
2006	Chevy / Jomac Utility Truck (Boom Truck)	N/A	Diesel	1GBE5C1226F433550	1217613
2008	Aquatech Combination Cleaner-Vac Truck	N/A	Diesel	1HTWGAZT98J577675	1310628
2010	Case 570 MXT Tractor	N/A	Diesel	JJGN570MCBC547030	
2014	Red Trailer with Hotsy	N/A	N/A	LN2971114E2198755	
2011	John Deere Utility Vehicle	N/A	Gas	1M0550FBTCM014766	
2012	Pioneer 4 <sup>th</sup> Pump	N/A	Diesel	PPSP44S8-002	1437084
2011	Genie TZ-50 Lift	N/A	Electric	5D8AA2311C1000387	1326117
2015	MQ 300 Generator 300KVA	N/A	Diesel	9100384-L016553	

g. The facilities as defined above shall include minor improvements and additions to the facilities as is typical for continuous improvements in reliability and process performance. Such minor additions shall not result in an increase in the Annual Fee to VWWOS. New facility additions or expansions that significantly increase the work requirements for VWWOS and cannot be accommodated within the contracted staffing levels shall require a modification of the Annual Fee to VWWOS in the amount of the actual cost to perform the additional services.

h. General Scope of Services

The following are the scope of services applicable to this Agreement.<sup>1</sup>

**4.1 General Scope of Services**

- 4.1.1 Contractor shall operate, maintain and monitor the Project on a 24-hour per day, seven-day per week schedule, using the Town's existing alarm system (SCADA) to notify operators of need for immediate attention. The alarm system automatically forwards notice of emergency until response is made.
- 4.1.2 Contractor shall provide an emergency telephone number to the public, the Town and other as-needed local agencies for after hours contact to on-call personnel, to ensure prompt handling of any problem. On-call personnel shall respond within one (1) hour of all calls for incidents that cannot be resolved over the phone.
- 4.1.3 Contractor's business office shall be open, at a minimum, during the same hours and on the same business days as those observed by the Town, or as mutually agreed upon to reflect local custom and practice.
- 4.1.4 Contractor shall be responsible for all Maintenance and Minor Repairs for the Project. Contractor shall purchase materials and services necessary to perform the scope of work directly or through the Town's purchasing system.
  - 4.1.4.1 "Minor Repairs" means any repair's costing less than \$500 per repair, replacement of belts, lubrication, removal of pumps to de-rag, replacement of chemical pumps purchased by the Town, various electrical services, etc. Contractor shall be responsible for all repairs, regardless of cost, for contractor's negligence, or lack of maintenance performed on Town owned equipment.
- 4.1.5 TOWN shall furnish all electricity, water, bulk process chemicals and generator fuels for all facilities. Contractor shall operate facilities in an energy and chemically efficient manner.

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<sup>1</sup> All numbering under subsection "h" begins with 4.1. This numbering system was used in the original Request for Qualifications and the parties have elected to not change that numbering sequence here for purposes of convenience.

- 4.1.6 (Reserved)
- 4.1.7 Contractor shall maintain all facilities with a neat and clean appearance. All weeds and trash shall be regularly removed from all sites and equipment, tools, and Town assets properly stored. Town shall provide weed control at Wastewater Plant 1 and Plant 2.
- 4.1.8 Contractor shall maintain and continuously update the Town's Computer Maintenance Management System (CMMS). The current system is Jobs Plus.
- 4.1.9 Contractor shall maintain and continuously update the Town's collection and distribution system GIS system. The system current GIS system is through INFONET.
- 4.1.10 Contractor shall provide its own staff communication system and vehicles to complete work within the Town.
- 4.1.11 Contractor shall provide its own computers and software for plant operations, permit monitoring and compliance, daily reports, normal office functions, and monthly reporting to the Town and the State Board.
- 4.1.12 Contractor shall utilize Town-provided computers and software systems for the SCADA system, the CMMS system, and the INFONET GIS system, unless otherwise approved by the Town.
- 4.1.13 Contractor shall assist the Town in creating and/or revising ordinances with regard to utilities operation responsibilities.
- 4.1.14 Contractor shall submit its list of recommended Capital Expenditures in conjunction with the Town's budget preparation process for the next fiscal year, or as requested by the Town. If approved, the Town will make arrangements for the design and construction of said improvements. Contractor shall not be relieved of its responsibility to perform the services required as per the Scope of Service if the recommendations are not implemented. However, improvements needed to meet water quality requirements, prevent damage or injury, or are necessary to meet federal, state or local laws rules or regulations for the safety of persons in or about the facilities shall not be optional for the Town.
- 4.1.15 Contractor may be asked for and preparation of information necessary to submit grant applications, loan requests and/or bond issues pursued and authorized by the Town. Contractor shall provide operational data as necessary for design and construction of systems improvements.
- 4.1.16 Town will manage Backflow and Cross-Connection Program.
- 4.1.17 Contractor shall provide technical and operational support in relation to any new or existing utility infrastructure plans, including but limited to plans, specifications, and/or contract review. Contractor shall be responsible for providing appropriate personnel to attend design review and pre-construction/construction meetings as needed.

- 4.1.18 In cases where an emergency or urgency to protect life, property, and the environment occurs; the Contractor shall act immediately to preserve life and property and the environment. The contractor shall purchase goods and services as necessary and shall submit vouchers with documentation for payment by the Town for such services and goods, and maintain records, which shall be available for audit at request of the Town. Where responsible for payments of services and materials, Contractor shall satisfy debts in a timely manner.
- 4.1.19 Contractor shall maintain in a good condition the Town's operating equipment, buildings, materials, supplies, documents, manuals, specification copies and shall duly account to the Town as a fiduciary thereof for those possessions until the time the Town assumes the responsibilities relating to the respective function for which the property was utilized by Contractor. Contractor shall report to the Town the status and conditions of its properties in the quarterly report. Contractor shall assist the Town in the enforcement of warranties, guarantees, and licenses with timely notification of equipment failures.
- 4.1.20 Contractor shall implement the Town's current CMMS. Contractor shall provide monthly reports to the Town regarding operational activities, non-routine maintenance expenditures, outstanding work orders and the days outstanding.
- 4.1.21 Contractor shall organize, set up, and implement a central store for the purpose of controlling inventory used in the maintenance and operations of the project, water, and wastewater. All inventories shall be tracked through the CMMS as goods received and goods expended by work order activities. Contractor shall provide statistics of these activities in a quarterly report to the Town.
- 4.1.22 The CMMS system currently has work orders identified to date for maintenance of the facilities. However, the asset management and inventory tracking portion of this program is currently not populated with information. Contractor shall conduct an inventory of existing Town assets and inventory items with the Town and enter the information into the CMMS system within 6 months of taking over operations. The Contractor shall continuously track, update, and maintain the Town's assets and inventory as part of the CMMS.
- 4.1.23 Contractor shall provide personnel dedicated to the activities of 4.1, 4.2, 4.3, 4.4, 4.5 & 4.6.
- 4.1.24 Contractor shall assist the Town in submitting information on all major maintenance and capital improvements needed for the next fiscal year.
- 4.1.25 Contractor shall annually provide detail analysis of the Town's infrastructure needs of repair or replacement to provide a priority listing and cost estimates to justify any budget request for the reported needs. A summary report shall be provided to the Town by March 31<sup>st</sup> of each Calendar year.
- 4.1.26 Contractor shall be familiar with and maintain existing Federal, State, and Local permits required to operate the Town's Water System. Contractor shall make the Town aware and assist the Town in acquiring any new Federal, State, or Local permits required to operate



the Town's Water System.

- 4.1.27 Contractor shall keep copies of all correspondence to and from regulatory agencies with regard to the operation and maintenance of the Project. Such records shall become property of the Town and shall include, but not be limited to NPDES reporting requirements, and various other State of California reports.
- 4.1.28 Contractor shall ensure sufficient staffing levels of qualified personnel at all times to perform the required duties.
- 4.1.29 The Town has a history of power failures and poor power quality from PG&E. The treatment, distribution, and collection facilities are designed to automatically return to operation after power failure events. However, there have been many instances where equipment did not come back into service after a power failure. This has resulted in NPDES violations. To prevent further instances, the Contractor shall physically inspect all District facilities within 2 hours after a power failure and ensure that all equipment, instrumentation, and the SCADA system are working properly.
- 4.1.30 The TOWN shall provide VWWOS, within a reasonable time after request and on an "as available" basis, with the temporary use of any piece of TOWN's heavy equipment that is available so that VWWOS may discharge its obligations under this Agreement in the most cost effective manner.
- 4.1.31 TOWN shall continue to maintain all owner permits including federal, state and local permits required to operate the Project and associated TOWN facilities.
- 4.1.32 Contractor shall perform maintenance as follows for all facilities.
- 4.1.32.1 Contractor shall perform all preventative maintenance listed in equipment operations and maintenance manuals and the Town's facility operation and maintenance manuals at contractors cost. This includes lubrications, belt replacements, mechanical and electrical equipment cleaning, pumping packing, flush water, weir cleaning, pump rotation, etc. A detailed preventative maintenance schedule with specified equipment, PM tasks and task frequencies will be developed within 90 days of inception of the contract. Said schedule will be mutually agreed on between the TOWN and Contractor.
- 4.1.32.2 A detailed routine maintenance schedule with specified equipment, RM tasks and task frequencies will be developed within 90 days of inception of the contract. Said schedule will be mutually agreed on between the TOWN and Contractor. Contractor shall track and manage the routine maintenance and equipment troubleshooting and repairs of all Town facilities, equipment and buildings with the Town's CMMS system. This system has a priority assigned to all work order items. Work order items have been assigned a priority based on a criticality review conducted by the existing operations staff. The review assigns a priority from 1 to 24 with 24 being the highest priority for completion. The Contractor shall complete all work orders within the following time frames. The Town will periodically review equipment prioritization with the Contractor as needed.

Priority 20 to 24: 24 hours  
Priority 15 to 19: 1 week  
Priority 10 to 14: 30 days  
Priority 5 to 9 : 60 days  
Priority 1 to 4 : 90 days

- 4.1.32.3 If equipment, instrumentation, vehicles, instrumentation, or the SCADA system are not functioning properly, Contractor shall perform industry standard troubleshooting as outlined in the equipment operations and maintenance manuals and the Town's facility operations and maintenance manuals. This includes checking circuit-breakers to make sure equipment has power along with other troubleshooting tasks.
- 4.1.32.4 If after troubleshooting, equipment or systems are deemed to be in need of repair or replacement, Contractor shall manage the repair or replacement process. Contractor shall obtain quotes from vendors and subcontractors for inspection, diagnostic, repair and replacement as needed. The cost of repair or replacement shall be paid for by the Town. Contractor shall obtain approval from the Town prior to initiating repairs. The Town may request Contractor obtain additional quotes if repair costs are deemed too high. All repair costs shall be directly paid for by the Town without markup from Contractor.
- 4.1.33 In the event the Contractor fails to perform any obligation set forth in this Agreement, in a timely manner, the Town shall notify the Contractor of the issue with a reasonable date to remedy the situation. If the Contractor fails to perform services by the provided date, the Town may at its option independently obtain bids for the performance of the service. In such cases, the Town may withhold the cost of such services from monthly payments to the Contractor. Costs withheld may include the reasonable time and materials for Town personnel as well as the costs attributable to outside contractors.

## 4.2 Water Operations Management

### 4.2.1 Water Production

- 4.2.1.1 Contractor shall provide properly certified employees as required by federal, state, and local laws to provide leadership of crews for proper decision making in performing their tasks. Contractor shall be responsible for training of personnel to maintain their certification and improve their knowledge.
- 4.2.1.2 Contractor services in this function shall specifically include, but not be limited to the activities described below.
- 4.2.1.3 Contractor shall test the water and maintain chlorine residuals throughout the Town. Additionally, the water shall be sampled and confirmed acceptable for consumption per state and federal requirements. Contractor to ensure testing is being properly performed.
- 4.2.1.4 Contractor has no responsibility for the quality of water received from the

wells, but is responsible for providing additional treatment to allow safe drinking water being delivered to customers, if such is possible using equipment and chemical treatment systems provided by the Town.

4.2.1.5 Contractor shall operate, maintain, and make minor repairs to the Town's municipal water wells, booster pumps, electrical equipment, and all equipment necessary to produce safe drinking water for the customers of Discovery Bay CSD. Contractor shall ensure that all water produced for drinking shall meet or exceed all federal, state, and local laws regulating the quality of safe drinking water through regular and required laboratory analysis. Contractor shall be responsible for reporting in writing to the Town and through the annual budget process, any and all major maintenance and Capital Expenditures needed to provide a safe and sufficient supply of water for all current and planned customers.

4.2.1.6 Contractor shall operate, manage and perform required maintenance along with minor repairs on the Town's water wells, water storage tanks and treatment facilities and shall immediately notify the Town when specialized maintenance, repairs, rework appears to be required, and shall coordinate repairs on the Town's behalf.

4.2.1.7 Contractor shall annually certify or calibrate all flow meters and repair and replace meters as necessary. The TOWN will reimburse the Contractor for costs associated with annually certifying or calibrating all flow meters and repairing and replacing meters

4.2.1.8 Contractor shall provide standby personnel for emergencies involving the Water System twenty-four hours/seven days a week as needed. Contractor shall diligently respond to all service calls for emergencies regarding water production and distribution, and in no event later than one (1) hour after being notified of such incidents. Contractor shall notify the Town of such events.

#### 4.2.2 Water Distribution

4.2.2.1 Contractor shall operate and maintain the Town's water transmission and distribution systems and air release valves. Contractor shall diligently respond to all service calls for water leaks, breaks, or emergencies regarding water production and distribution, and in no event later than one (1) hour after notifying Town of such incidents. Contractor shall provide properly certified employees as required by federal, state, and local laws to provide leadership of crews for proper decision making in performing their tasks. Contractor shall be responsible for training of personnel to maintain their certification and improve their knowledge.

4.2.2.2 Contractor services in this function shall specifically include, but not be limited to the activities described below.

4.2.2.3 Contractor shall clean/flush twenty-five percent (25%) of water system lines annually. Contractor shall track the water volume used to conduct this service

as part of the annual water use accounting. The entire water distribution system shall be cleaned within four-years, unless directed by the Town otherwise.

- 4.2.2.4 All distribution valves shall be operated at a minimum of once per year with the date of operation recorded for future reference. Each valve shall be verified to be left in proper operating position and in working condition. As part of this annual "operation", a geographic positioning system (GPS) reading shall be taken. The GPS location data shall be entered into the Towns GIS system (INFONET) monthly. If the valve box is not properly aligned over the valve, the Town should be made aware of this, so valve box can be scheduled for repair. On paved roads, where valve boxes that are sitting too low, the Town should be made aware of these for future repairs.
- 4.2.2.5 Contractor shall notify the Town and may be asked to manage emergency and other water line repairs unless otherwise directed by the Town
- 4.2.2.6 Contractor shall provide technical and operational water information (non-engineering) on an annual basis or as needed for grant, loan, and bond application preparation efforts of the Town.
- 4.2.2.7 Contractor shall assist Town on locating water mains for USA-markings (underground locating) when asked to assist. For the most part, the Town will be responsible for the USA-markings.
- 4.2.2.8 All water mains and service line installations and most service and water main repairs will be completed by an Town's contractor.

### 4.2.3 Wastewater Collection

- 4.2.3.1 Contractor shall operate, maintain, and make minor repairs to the Town's wastewater collection systems, including mains, force mains, and lift stations. Contractor shall diligently respond to all service calls for wastewater line stoppages, overflows, breaks, odors or emergencies regarding wastewater collection and treatment, and in no event later than one (1) hour after being notified of such incidents. Contractor shall provide properly certified employees as required by federal, state, and local laws to provide leadership of crews for proper decision making in performing their tasks. Contractor shall be responsible for training of personnel to maintain their certification and improve their knowledge.
- 4.2.3.2 Contractor services in this function shall specifically include, but not be limited to the activities described below.
- 4.2.3.3 Contractor shall enter, open hatches, and physically inspect all lift stations for any irregularities, perform other checks, and change pump lead lag sequences a minimum of once per week.

- 4.2.3.4 Contractor shall inspect for proper operation and clean air relief valves as necessary a minimum of once every quarter.
- 4.2.3.5 Contractor shall annually clean, inspect and video twenty-five percent (25%) percent of sanitary gravity wastewater lines. Contractor shall work with the Town to determine the priority of the gravity wastewater lines needing to be cleaned. Contractor shall also inspect manholes for corrosion, deterioration, leaks, proper flow, sand accumulation, coating, depressions and notify Town of any deficiencies. A geographic positioning system (GPS) reading shall be taken on each manhole inspected. Contractor shall televise the identified trouble spots in the system and note service lateral connection locations. This shall ensure that all blockages, sources of odors or breaks have been cleaned or identified. Consideration of the location and traffic control shall be given to determine the best time to perform the work. In addition, direction of flow in the sewer system shall be considered to reduce the potential for damage from water being forced back up the homeowners' service line and into their residence. Contractor shall assist Town with any sewer main repair work when requested.
- 4.2.3.6 The Town uses the INFONET GIS system for management of the collection system. The contractor shall maintain and update all collection system activities into the INFONET system for proper tracking. This includes maintenance activities, pipe replacement, manhole assessments, sewer calls, blockages, cleaning activities, electronic video inspections, and overflow incidents. Contractor shall provide a qualified person to maintain system records and drawings on the Town's GIS system.
- 4.2.3.7 Contractor shall provide updates for record keeping and documentation of record drawings associated with the wastewater collection and treatment system, and repairs, maintenance, and construction. Updates shall be submitted to the Town's engineering staff for recording at a minimum of once per month.
- 4.2.3.8 Removal of blockage in the wastewater collection lines shall occur only within public easements or as directed by the Town. The cleaning of house laterals on private property shall not be the Contractor's responsibility unless there is a circumstance where the private property line problem may have been caused by Contractor performance of their duties on the Town's system.
- 4.2.3.9 Leaks in manholes shall be reported to the Town for evaluation and needed repairs.
- 4.2.3.10 When a lift station alarm condition occurs, the SCADA system is designed to notify plant operators. If the alarm is sounded during normal work hours, a crew shall be dispatched immediately to diagnose and correct the problem. After normal hours, the on-call person notified by the SCADA system shall proceed to the area within one hour to diagnose and repair the problem. All efforts shall be expended to prevent, or minimize, any spills or overflows.
- 4.2.3.11 Twice a year, Contractor shall conduct lift station operation evaluations of all lift stations via SCADA, flow meters, operations logs, and pump run times. Pump run

times, proper pump rotation, total pump station flow (if available), will be compared to the previous 6 months to determine if excessive pump run times, on-off cycles, or abnormal flow conditions are occurring. A summary report stating the station is operating normally or abnormally shall be provided to the district twice a year. A similar evaluation shall also be made after major repairs or replacements of pumps at an individual lift station. Cost associated with this work, is the responsibility of the Contractor.

- 4.2.3.12 Contractor shall exercise generators on a monthly basis under load conditions to assure proper operation when needed for emergencies.
- 4.2.3.13 Contractor shall set up a program that identifies which lines are repetitive problem areas, such as sag lines, and provide appropriate cleaning as necessary. This information shall be entered and maintained in the INFONET GIS system.
- 4.2.3.14 Contractor shall actively pursue operations that reduce the generation of odors in collection system, lift stations and wastewater treatment plants.
- 4.2.3.15 Contractor shall provide technical and operating wastewater system information (non-engineering) for operations, grant, loan and bond application preparation efforts of the Town.
- 4.2.3.16 Contractor shall prepare correspondence for submission to federal, state and local regulatory agencies in response to sanitary sewer overflows and any other inquiries about the system.
- 4.2.3.17 Contractor shall develop and maintain a crew for emergency operations and minor repairs of all aspects of the Wastewater Collection System when needed.

#### 4.2.4 Wastewater Treatment

- 4.2.4.1 Contractor shall operate, maintain, and make minor repairs to the Town's wastewater treatment facilities and all equipment necessary to produce safe and properly treated wastewater effluent that meets or exceeds all federal, state, and local laws regulating the quality of discharged effluent for reuse in irrigation systems or discharge to permitted receiving waters.
- 4.2.4.2 Contractor shall be responsible for reporting in writing to the Town and through the annual budget process, any and all major maintenance and capital improvements it believes are needed to provide a proper and sufficient wastewater treatment system for all current and planned customers of the Town.
- 4.2.4.3 Contractor shall provide properly certified employees as required by federal, state, and local laws to provide leadership of crews for proper decision making in performing their tasks. Contractor shall provide training opportunities for employee certification maintenance and knowledgeable improvements.
- 4.2.4.4 Contractor shall provide labor for the collection, hauling, testing, and storage of

biosolids at wastewater treatment plant No. 2. It shall be Town's responsibility to properly dispose of all byproduct waste generated by the Town. Contractor shall track and manage disposal activities for the Town per EPA 503 and the Town's EPA 2S permit, including sludge, metals, and nitrogen loading rates and total tons disposed. It shall be the sole right and responsibility of Town to designate, approve or select disposal sites to be used by Town for Town's waste materials. All waste, byproduct treated, generated during Contractor performance of services is and shall remain the sole and exclusive property of Town. All manifests or other documentation required for disposal of Waste shall be signed by or in the name of the Town.

- 4.2.4.5 Contractor shall provide standby personnel for emergencies involving the Waste Water System twenty-four hours/seven days a week as needed. Contractor shall diligently respond to all service calls for emergencies regarding all aspects of waste water, and in no event later than one (1) hour after being notified of such incidents.

#### 4.2.5 SCADA

- 4.2.5.1 The Town's current SCADA system is based on typical industrial instrumentation, dedicated controllers, Modicon PLCs and RsView 32 SCADA software located at various facilities with radio communication to remote facilities. The SCADA system is provided as a tool by the Town to assist the Contractor in operating the facilities. However, the SCADA system is periodically down for service, power outages, faulty instruments, and faulty communication. The Contractor is still responsible for all proper operation of all facilities if the SCADA system fails.

- 4.2.5.2 Contractor shall provide personnel with experience and knowledge to provide normal maintenance and troubleshooting of the SCADA system, hardware and software.

- 4.2.5.3 Contractor may implement new programming, hardware, and communication to the existing SCADA system to assist in operation of facilities, with approval from the Town. Such changes shall be made at Contractor's cost. All additional SCADA devices shall be programmed in the same protocol of the Town's existing SCADA system. Complete documentation and the latest program shall be updated and kept on file with the Town. The Town will pay for SCADA upgrades to accommodate new systems and facilities.

#### 4.3 Emergencies

- 4.3.1 Emergencies within Contractor's capabilities should be resolved in a timely manner.
- 4.3.2 In any emergency affecting the safety of persons or property, Contractor shall act without written approvals, at Contractor's discretion, to prevent threatened damage, injury or loss of life.

#### 4.4 Laboratory Testing

- 4.4.1 Contractor shall provide for laboratory testing and sampling presently required for plant

performance and for water quality portions of all local, state and federal permits, rules and regulations, statutes or ordinances, permit or license requirements or judicial and regulatory orders and decrees. This includes the cost of additional testing to verify permit conditions or re-testing as a result of non-compliance issues.

4.4.2 Additional testing and sampling requested by the Town or other regulatory entities shall be coordinated with Contractor, and costs shall be paid by the Town or other designated party.

4.4.3 The Town may require confirmation analyses of drinking water and effluent to be performed by an independent laboratory for quality control of in-house test results, at its own expense.

#### 4.5 Hazardous Waste

4.5.1 Any hazardous waste generated by Contractor, e.g. used oil, UV Lamps, etc., in any of its activities shall be disposed of by Contractor, in accordance with applicable federal and state laws.

#### 4.6 Reporting Requirements

4.6.1 Contractor shall provide the Town with reports describing certain information on a periodic basis that will assist the Town and Contractor in managing the utilities. The reports shall inform the Town's Governing Body, and general public. Types, frequency, content, and format of the required reports are listed and described below. Reporting requirements are subject to change as needed for providing information of the utilities system operations, historical data for future needs, and capital project planning. All reports shall be in summary format with detailed information available upon request by the Town. Listed below are examples of reports that are required. The listing is not inclusive and shall be changed as needed with concurrence by the Town and Contractor.

The reports on the Water Service function shall provide quantitative and financial information monthly as follows:

##### Water Service

Number of active and inactive wells.

Number of gallons of water produced.

Chemical usage.

Bacteriological testing results.

Training hours: safety, operations, equipment, and software.

Provide names of the actual personnel trained and hours attended.

Fire hydrant flushing.

Customer inquiries.

Maintenance report: corrective and preventive maintenance

Number of personnel hours: regular, overtime, compensatory



time, on-call responses, and emergencies.  
Current and planned project status.

The Reports on the Wastewater Service function shall provide quantitative and financial information monthly as follows:

Wastewater Service

Number of active and inactive lift stations.  
Number of gallons of wastewater treated by plant.  
Chemical usage.  
Laboratory analysis results, summary.  
Training hours: safety, operations, equipment, and software.  
Provide names of the actual personnel trained and hours attended.  
Sanitary sewer overflows.  
Customer inquiries.  
Maintenance Report; corrective and preventive maintenance.  
Current and planned project status.

4.6.2 Contractor shall perform data entry, certification and submission of the following State and Regional Water Quality Control Board reports as required under NPDES Permit No. R5-2014-0073:

Monthly, Quarterly and Annual Periodic Discharge/Self-Monitoring Reports set forth in Attachment E, Article X.B and Table E-11

Annual Operations Report set forth in Attachment E, Article X.D,4

Annual Progress Report – Pollution Prevention Plan for Mercury set forth in Attachment E, Article X.D and Table E-12

Annual Progress Report – Pollution Prevention Plan for Salinity set forth in Attachment E, Article X.D and Table E-12

The Town shall be responsible for all other reporting under NPDES Permit No. R5-2014-0073, and shall execute all necessary delegations or other instruments in compliance with 40 CFR Part 122.

APPENDIX C-1.1

NPDES PERMIT AND  
PROJECT CHARACTERISTICS  
WASTEWATER TREATMENT  
(Effective May 1, 2016)

- C.1 VWWOS will operate so that effluent will meet the requirements of NPDES permit No. R5-2014-0073\_ (issued on June 6, 2014 ) a full and complete copy of which is adopted by reference herein. VWWOS shall within the design capabilities and capacities of the WWTPs be responsible for meeting the effluent quality requirements of the Permit unless one or more of the following occurs: (1) the Project influent does not contain Adequate Nutrients to support operation of Project biological processes and/or contains Biologically Toxic Substances which cannot be removed by the existing process and facilities; (2) dischargers into TOWN's sewer system violate any or all regulations as stated in TOWN's Industrial Water and Sewer Ordinance(s) or as required by law; (3) the flow or influent BOD<sub>5</sub> and/or suspended solids exceeds the Project design parameters which are 2.35 million gallons of flow per day, 4,000 pounds of BOD<sub>5</sub> per day, 4,000 pounds of suspended solids and and peak hour flows and maximum month loadings as described in the Town of Discovery Bay Wastewater Treatment Plant Master Plan dated February 2013 and all subsequent amendments; (4) if the Project is inoperable or can operate only at a reduced capacity on account of construction activities, fire, flood, adverse weather conditions, labor disputes or other causes beyond VWWOS control.
- C.2 In the event any one of the Project influent characteristics, suspended solids, BOD<sub>5</sub> or flow, exceeds the design parameters stated above, VWWOS shall return the plant effluent to the characteristics required by NPDES in accordance with the following schedule after Project influent characteristics return to within design parameters.

<u>Characteristics Exceeding Design Parameters By</u>	<u>Recovery Period Maximum</u>
10% or Less	5 days
Above 10% Less than 20%	10 days
20% and Above	30 days

Notwithstanding the above schedule, if the failure to meet effluent quality limitations is caused by the presence of Biologically Toxic Substances or the lack of Adequate Nutrients in the influent, then VWWOS will have a thirty (30) day recovery period after the influent is free from said substances or contains Adequate Nutrients.

- C.3 VWWOS shall not be responsible for fines or legal action as a result of discharge violations within the period and any subsequent recovery period that (1) influent exceeds design parameters; or (2) does not contain Adequate Nutrients; or (3) contains Biologically Toxic Substances; or (4) is inoperable.

**AMENDMENT NO. 4 TO WASTEWATER PLANT OPERATION AND  
MAINTENANCE AGREEMENT**

This Amendment No. 4 (this “Amendment”), with an effective date of ~~May 15~~March 1, 2023~~2024~~, is an amendment to that certain Contract for the Operation and Maintenance of Water, Wastewater Facilities for the Town of Discovery Bay Community Services District, with an effective date of May 1, 2011 (as amended, the “Agreement”), by and between Veolia Water West Operating Services, Inc., a Delaware corporation (“VWWOS”), and Town of Discovery Bay Community Services District, a California public utility district (“Town” or “District” and, together with VWWOS, the “Parties”).

**RECITALS**

**WHEREAS**, the Town and VWWOS entered into the Agreement in order to provide for the operation and maintenance of the Town’s water and wastewater systems; and

**WHEREAS**, the Parties wish to amend the Agreement to, among other things, incorporate recently constructed assets into the scope of work of VWWOS and increase the Annual Fee payable to VWWOS.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained in this Amendment, Town and VWWOS agree as follows:

1. Capitalized terms used but not otherwise defined in this Amendment shall have the same meaning given to those terms in the Agreement.

2. Section 1.2.2, as amended by the First Amendment to the Agreement, is hereby deleted and replaced in its entirety with the following:

“VWWOS shall designate at all times a Project Manager/Plant Manager for all of the TOWN’s facilities operated by VWWOS. VWWOS and the TOWN intend the Project Manager/Plant Manager role to be a full-time position (provided that the Project Manager/Plant Manager may provide support to other Veolia sites on an as-needed, temporary basis), but in the event of a vacancy in the position, VWWOS shall designate an interim Project Manager/Plant Manager and shall take commercially reasonable steps to promptly fill the Project Manager/Plant Manager position. Prior to selection of a new Project Manager/Plant Manager, VWWOS shall meet and confer with the TOWN regarding VWWOS’s selection of its Project Manager/Plant Manager to give the TOWN reasonable input, including the right to participate in an interview with job candidates prior to their selection by VWWOS. The TOWN can request at its sole discretion for VWWOS to change the Project Manager/Plant Manager. Such request shall be given in writing and VWWOS shall have three (3) months to make the change.”

3. Section 1.2.4, as added by the First Amendment to the Agreement, is hereby deleted and replaced in its entirety with the following:

“VWWOS shall have ~~designated~~ designated at all times a ~~full time~~ Certified Operator-In-Charge who shall be responsible for the wastewater process operations and shall sign and certify the State and Regional Water Quality Control Board reports described in Section 4.6.2 of Appendix B-1. The Certified Operator-In-Charge shall possess a minimum Grade 4 Wastewater, State of California license or higher if required by the State of California, and shall have at least 5 years’ experience.”

**Commented [PAJ1]:** The Town's desire is to have a full time COIC that is dedicated and responsible for the Town's wastewater process.

As drafted, it appears that Veolia desires to have an individual designated, which may also be designated to other sites.

**Commented [SMP2R1]:** Revised to reflect that the Project Manager/Plant Manager is intended to be full-time, but the COIC is a position required by permit.

4. Each of Section 1.2.5 and the corresponding Appendix F-1 and Appendix F-2, as added by the First Amendment to the Agreement, is hereby deleted in its entirety.

**Commented [PAJ3]:** The Town is not in agreement with the proposed Fee and would like to have further discussions as to the premise for increasing the Fee given the fact that WWTP#1 has not been operated or maintained for years, but Veolia's Fee was premised on doing such.

5. Section 2.1 of the Agreement is hereby deleted and replaced in its entirety with the following:

The addition of facilities at the denitrification plant and the omission of the obligations for WWTP#1 should offset each other.

“The TOWN shall pay to VWWOS an Annual Fee. ~~For the year of operation~~ ~~Beginning May-March 1, 2024~~3, the Annual Fee shall be ~~\$2,182,325.102,058,866.~~”

Needs further discussion.

6. Section 2.4 of the Agreement is hereby deleted and replaced in its entirety with the following:

**Commented [SMP4R3]:** Updated to reflect Veolia costs associated with the new assets, which does consider the reduced assets from WWTP #1. This is a \$313,000 increase to the current annual fee.

“Beginning on May 1, 2024, the Annual Fee shall be adjusted on May 1 of each year during the term of this AGREEMENT using the formula set forth in Appendix C-6, ~~but in no case shall exceed three percent (3%) per year of the prior year's Annual Fee. If the formula produces a negative number, the increase shall be deemed zero and in no event shall the fixed fee be reduced.~~”

**Commented [PAJ5]:** The Town does not agree to remove the cap on the Annual Fee adjustment. This is critical given that the operational costs are built into the Town's rate structure for water/wastewater.

**Commented [SMP6R5]:** Appendix C-6 is updated to have floor at 2% and cap at 5%, and to update annual adjustment calculation. See below.

7. Appendix B-1, as added by the First Amendment to the Agreement, is hereby amended as follows.

**Commented [PAJ7]:** The retention pond at this site is a critical facility that is necessary for the ongoing operation of the Town's wastewater system. Recommend including 'Retention Pond' rather than omitting along with the other unused components of WWTP#1.

(a) The references to “May 1, 2016” in parts a., b., and e. are deleted and replaced with “May-March 1, 20243.”

**Commented [SMP8R7]:** OK

(b) The reference to Wastewater Treatment Plan #1 in part a. is hereby deleted and replaced with the following “Retention Pond, Influent Pump Station & Bypass Pump Station Y” with the address remaining as 2500 Channel Road.

**Commented [PAJ9]:** Well#8 is currently being developed and should continue to be included in Veolia's Project Description. In 2016, Amendment 1 added Well #8 to Veolia's scope under the Annual Fee. The Town is not interested in eliminating Well #8 from the Project Description.

(e) ~~The reference to Well #8 is hereby deleted.~~

**Commented [SMP10R9]:** As discussed, Well #8 is not yet constructed and is expected to be a significant treatment process, beyond what was originally considered. When this Well/process is constructed, we will present the City with an updated cost model for [1]

(d)(c) The table of generators and rolling stock in part f. is hereby deleted in its entirety and replaced with the table in Exhibit 1 attached to this Amendment.

**Commented [PAJ11]:** No Exhibit was proposed. The Town will review the existing Exhibit and update accordingly.

(e)(d) Section 4.1.8 is amended to delete the sentence “The current system is Jobs Plus.”

**Commented [SMP12R11]:** Exhibit provided below

~~(f)~~(e) Section 4.1.9 is amended to delete the sentence “The current GIS system is through INFONET.”

~~(e)~~(f) Section 4.1.12 is amended to delete the word “INFONET.”

~~(h)~~(g) Section 4.2.2.3 is hereby deleted and replaced in its entirety with the following:

“Contractor shall flush all hydrants within the water distribution system annually unless water conservation restrictions are in place due to drought. Contractor shall track the water volume used to conduct this service as part of the annual water use accounting.”

~~(i)~~(h) Section 4.2.2.4 is hereby deleted and replaced in its entirety with the following:

~~“Each year, Contractor shall (a) exercise all critical distribution valves (as so deemed in the GIS or CMMS system) and (b) exercise 25% of all non-critical distribution valves in the water system, such that over a four-year period 100% of all such non-critical valves shall be exercised. Each valve shall be verified to be left in proper operating position and in working condition. As part of this annual ‘exercise’, a geographic positioning system (GPS) shall be taken. The GPS location data shall be entered into the Town’s GIS monthly. If a valve box is not properly aligned over the valve, or if a valve box is sitting too low on a paved road, Contractor shall inform the Town of such condition, so the valve box can be scheduled for repair. For all new valves and valves that have been relocated in the water system, Contractor shall note the location of each such valve using a geographic positioning system (GPS) and shall report such location to the Town so that the Town can enter such location in the Town’s GIS.”~~

~~(j)~~(i) Section 4.2.3.6 is amended to (1) delete “the INFONET” in the first sentence and replace it with the word “a” and (2) delete “INFONET” in the second sentence and replace it with the words “Town’s GIS.”

8. Appendix C-6 of the Agreement is hereby deleted and replaced in its entirety with Appendix C-6 attached to this Amendment.

8.9. This Amendment sets forth the entire agreement between the Parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Except as expressly modified or amended herein, all the terms and conditions set forth in the Agreement remain unchanged, in full force and effect, and are incorporated by reference. In the event of a conflict between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall govern and control.

**Commented [PAJ13]:** The Town is unsure of the difference between critical and non-critical valves. Before agreeing to such, Veolia is requested to explain how such determination is memorialized to avoid any future dispute or confusion. As proposed, Veolia is removing the obligation to verify that each valve is left in the proper operating position and in working condition. Additionally, Veolia has eliminated the obligation to take a GPS reading for each valve.

Unless otherwise accounted for, Town recommends the proposed revisions.

**Commented [SMP14R13]:** Revising to remove the critical/non-critical distinction. Also revising the GPS requirement to avoid multiple GPS readings and to reflect that the Town maintains the GIS.

9.10. This Amendment may be executed in multiple counterparts, each of which is deemed an original but together constitute one and the same instrument, and a signature delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signature. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into this Amendment on behalf of the respective legal entities of VWWOS and the Town. This Amendment shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment as of the date first written above.

**TOWN OF DISCOVERY BAY CSD**

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

ATTEST:

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

APPROVED AS TO FORM

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

**VEOLIA WATER WEST OPERATING SERVICES, INC.**

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



APPENDIX C-6

ANNUAL FEE ADJUSTMENT FORMULA

Beginning May 1, 2024, until the expiration or earlier termination of this Agreement, the Service Fee shall be adjusted annually, such adjustment becoming effective on the anniversary date of the commencement date of the Initial Term, according to the change in the Escalation Factor. The Escalation Factor is comprised of the following:

(a) 30% of the year-to-year change in the Consumer Price Index, All Urban Consumers ("CPI-U"), Not Seasonally Adjusted, US City Average, All Items, Series ID: CUUR0000SA0, as published by the United States Department of Labor, Bureau of Labor Statistics;

plus

(b) 70% of the year-to-year change in the Employment Cost Index ("ECI"), Not Seasonally Adjusted Table 4, Compensation-Civilian Workers-Service Occupation, as published by the United States Department of Labor, Bureau of Labor Statistics.

For purposes of this Agreement, the indices applicable to calculation of the Escalation Factor shall be the indices published in March.

If the Escalation Factor for any Agreement Year would be 2% or less, then the Escalation Factor for such Agreement Year shall be deemed to be 2%. If the Escalation Factor for any Agreement Year would be 5% or more, then the Escalation Factor for such Agreement Year shall be deemed to be 5%.

Where:

A = Blended Escalation Adjustment Factor

B = CPI-U Escalation Adjustment Factor

C = ECI Escalation Adjustment Factor

B1 = Previous Year CPI-U Index (month of the prior Agreement Year)

B2 = Just-ended Year CPI-U Index (month of the current Agreement Year)

C1 = Previous Year ECI Index (month of the prior Agreement Year)

C2 = Just-ended Year ECI Index (month of the current Agreement Year)

Calculation:

$B = (B2 - B1) / B1 \times .3$

$C = (C2 - C1) / C1 \times .7$

$A = 1 + (B + C)$

Adjusted New Service Fee = Old Service Fee x A

Example:

$$B = (110-107)/107 \times .3 = .008411$$

$$C = (110-107)/107 \times .7 = .019626$$

$$A = 1 + (.008411 + .019626)$$

$$A = 1.028037$$

$$\text{Adjusted New Service Fee} = \$300,000 \times 1.028037 = \$308,411.10$$

DRAFT

EXHIBIT 1

Generators and Rolling Stock

<u>Year</u>	<u>Equipment</u>	<u>Horsepower</u>	<u>Fuel Type</u>	<u>VIN/Serial Number</u>	<u>License Plate</u>
2006	<u>Chevy 5500 / Jomac STC-80 4 ton capacity Service Truck Crane</u>	N/A	Diesel	<u>IGBE5C1226F433550 / 569-08-06</u>	<u>1217613</u>
2010	<u>CASE 570-MXT Front Loader Tractor</u>	N/A	Diesel	<u>JJGN570MCBC547030</u>	N/A
2022	<u>Dayton Electric Trash Pump Model 11G237</u>	N/A	Gasoline	<u>220901051</u>	N/A
1999	<u>Caterpillar Forklift GP30K 6,000lb capacity</u>	N/A	Propane	<u>AT13E30402</u>	N/A
2014	<u>Red Trailer with Hotsy Pressure Washer</u>	N/A	N/A	<u>LN2UT114EZ198755</u>	N/A
2003	<u>GEHL CTL-60 Track Loader</u>	<u>67 HP</u>	Diesel	<u>21300998</u>	N/A
2005	<u>Forest River Emergency Utility Trailer</u>	N/A	N/A	<u>5NHUVH0176T604000</u>	<u>1167686</u>
2012	<u>Pioneer 4" Trash Pump</u>	N/A	Diesel	<u>IP9PGD12CC622421</u>	<u>1437084</u>
2006	<u>Hull Fuel Tank with Trailer Clear/Red</u>	<u>1/4 HP</u>	Electric	<u>D8595</u>	<u>1306774</u>
2023	<u>Freightliner / GapVac Vacuum Truck</u>	N/A	Diesel	<u>1FVHG3DVXPHUG2504 / MC1510-0561</u>	<u>1607506</u>
2000	<u>Mighty Mover Muniquip Generator #1 DCA-60SS12 60kW</u>	<u>60kW / 77 HP</u>	Diesel	<u>4AGDU1224YC033261</u>	<u>1306775</u>
2001	<u>Whiteman Multiquip Generator #2 DCA- 60SS12 60kW</u>	<u>60kW / 77 HP</u>	Diesel	<u>4GNFU12251B006567</u>	<u>1306759</u>

2005	<a href="#">Cummings Multiquip Generator #3 DSHAA-5747225</a> 150kW	<a href="#">150kW / 364 HP</a>	Diesel	<a href="#">4AG3U23285C039608</a>	<a href="#">1306758</a>
1999	<a href="#">Energy Generator D350FRV4 Well #5</a> 350kW	<a href="#">350 kW / NA</a>	Diesel	<a href="#">1E9AB1722X1231016</a>	<a href="#">SE481328</a>
2007	<a href="#">C&amp;D Multiquip Generator DCA-300SSC42 #313</a> 150/132kW	<a href="#">150-132 kW / NA</a>	Diesel	<a href="#">SLBG15277L002237</a>	<a href="#">1306757</a>
2015	<a href="#">MQ 300 Generator</a> 300kW	<a href="#">300 kW / NA</a>	Diesel	<a href="#">5SLBG2025FL016553</a>	<a href="#">N/A</a>

[Updated list to come]

DRAFT

As discussed, Well #8 is not yet constructed and is expected to be a significant treatment process, beyond what was originally considered. When this Well/process is constructed, we will present the City with an updated cost model for operating this asset.



# **LHMP Public Comment Strategy Coordination Meeting**

April 15, 2024

Contra Costa County Office of Emergency Services



# Agenda



**Overview**



**Annex  
Updates**



**Public  
Comment  
Requirements**



**Strategy**



**Resources**



**Questions**



# Update Plan Timeline







# Annex Updates

**01**

Population Section - SVI  
Data

**02**

Hazard Vulnerability and Impact  
Assessment section - FEMA National Risk  
Index Data

**03**

NFIP Section - NFIP  
Activities

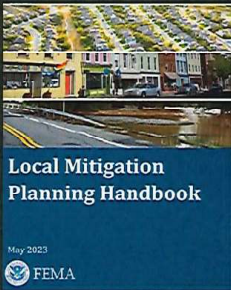
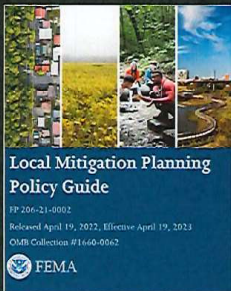
**04**

Development Trends





# New Requirements



- Ensure outreach is done to identify socially vulnerable populations
- Accommodations are made to ensure you are fully targeting your community
- In-person outreach
  - Social media/digital only strategies **will not** be sufficient
- Greater involvement from the **private sector**
- Documentation of outreach efforts
  - Pictures of events, flyers, and efforts
- **Each participating agency must demonstrate their own outreach efforts**



# Public Comment Period



- The public comment period is from **April 22 to May 31**
- Present the plan and hazards to the public
- Allow the public to comment on hazards, priorities, and mitigation actions
- Will be a requirement for all Emergency Management plans going forward
- Not intended to focus solely on LHMP but on hazard education



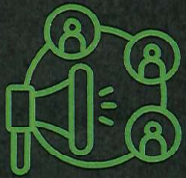
# Implications of Non-Compliance

- The plan/annex may not be approved
  - Affects **ALL** participants
- May affect grant application timeline
  - Plan must be approved by CalOES, FEMA, and local governing authority by December 2024 in order to apply for mitigation grants in 2025





# County Strategy



## Partner Outreach

- EHSD Navigator Outreach
- Other Partner Outreach



## Presentations to Governing Bodies

- Unincorporated Area MACS
- Councils
- Committees



## Existing Events

- Food Bank Tabling
- Resource Events



## Digital

- Social Media
- Video
- County Website



# OES Outreach Tracker

	Monday 22	Tuesday 23	Wednesday 24	Thursday 25	Friday 26
Event		Byron MAC - 6 PM St. Anne's Church 2800 Camino Diablo, Rooms 1-4 Byron, CA 94514	Kensington MAC - 7PM Kensington Library, 61 Arlington Avenue, Kensington, CA 94707	Rodeo MAC - 7pm Rodeo Senior Center at 180 Parker Avenue, Rodeo, CA 94572	
Location		Byron, CA 94514	Kensington, CA 94707	Rodeo, CA 94572	
Outreach Method		Presentations to Governing Body	Presentations to Governing Body	Presentations to Governing Body	
Outreach Purpose		Inform/Involve	Inform/Involve	Inform/Involve	
Targeted Population		Age, Unincorporated	Age, Unincorporated, AFN	Age, Unincorporated, AFN	
Accommodations Provided		After hours	After hours	After hours	
Confirmation Status		Yes	Yes	Yes	
Notes					
Staff					
Event			Contra Costa Sustainability Exchange - 1 PM Virtual	Contra Costa Public Health Volunteer Appreciation Event 3PM 2731 Syston Dr., #250 Concord CA 94518	
Location			Virtual	2731 Syston Dr., #250 Concord CA 94518	
Outreach Method			Roundtables/Forums	Informational/Tabling Event	
Outreach Purpose			Inform/Involve	Inform/Involve	
Targeted Population			Unincorporated, County-Wide Effort, County Staff		
Accommodations Provided			Online, Post Meeting Video		
Confirmation Status			Yes	Yes	
Notes					
Staff					
Event					
Location					

Organization	Method	Location	Time	Status
BYRON METHODIST CHURCH- DELTA FOOD PANTRY	Tuesday 8:30-9:15am	14671 Byron Hwy Byron CA 94514	Depends on event	Awaiting Call Back
Bay Area Community Resources	Multiple	Multiple	Depends on event	Confirmed the potential, working to identify specific events. Bay Point Food Bank confirmed
Meals on Wheels	Multiple	Unknown	Depends on event	Awaiting Response
EHSD Health Navigators	TBD	Multiple	TBD	Meeting with Navigator Team to discuss specifics



# Expectations from Each Participating Agencies

- Develop Outreach Strategy
  - Ensuring vulnerable populations is reached
- Conduct Outreach
  - In-person
  - Digital
  - Other Methods
- Each participating jurisdiction documents their outreach attempts
  - Pictures
  - Screenshots



# Outreach Resources

- The Following materials will be available in English, Spanish, Tagalog, and Simplified and Traditional Chinese
  - Social Media
    - Graphics and taglines
  - PDFs of Printed Materials
    - Trifold
    - One-pager
  - Presentation Slides
  - Comment Form
- Material will be shared through a SharePoint Folder and can be edited
  - Expect email later this week







# Contact Information

## Office of Emergency Services

*OES Staff*

**OES-Staff@so.cccounty.us**

*Beatriz Portillo*

**925-655-0116**

**BPort001@so.cccounty.us**

## Integrated Solutions Consulting Team

*Yahiritza D. Álvarez*

**(847) 737-5395 | Ext. 161**

**Yahiritza.Alvarez@i-s-  
consulting.com**

*Daiko Abe*

**(208) 390-2021**

**Daiko.Abe@i-s-consulting.com**



# Questions



## County Departments

Contra Costa County Fire Protection District

Contra Costa County Flood Control and Water Conservation District

Contra Costa County Office of Education

These county departments have their own annex. Additional county departments are covered under Volume I of the LHMP.

## Jurisdictions

City of Brentwood

City of Clayton

Town of Danville

City of El Cerrito

City of Hercules

City of Lafayette

City of Martinez

Town of Moraga

City of Oakley

City of Orinda

City of Pinole

City of Pleasant Hill

City of Richmond

City of San Pablo

City of San Ramon

City of Walnut Creek

## Special Districts

Bethel Island Municipal Improvement District

Central Contra Costa Sanitary District

Contra Costa Water District

Delta Diablo  
Diablo Water District  
Ironhouse Sanitary District  
Kensington Fire Protection District  
Kensington Police Protection and Community Services District  
Mt. View Sanitary District  
Pleasant Hill Parks and Recreation District  
Reclamation District No. 830, Jersey Island  
San Ramon Valley Fire Protection District  
San Ramon Valley Unified School District  
West County Wastewater District  
Reclamation District No. 799 (Hotchkiss Tract)  
Rodeo-Hercules Fire Protection District  
Town of Discovery Bay Community Services District  
Reclamation District No. 2025  
Reclamation District No. 2026  
Reclamation District No. 2137  
Reclamation District No. 2122