

**Special Meeting  
Of The  
WATER SUBCOMMITTEES  
OF THE  
CAMP MEEKER RECREATION & PARK DISTRICT  
AND OF THE  
OCCIDENTAL COMMUNITY SERVICES DISTRICT**

**IMPORTANT NOTICE REGARDING COVID-19 AND TELECONFERENCED MEETINGS:**

Based on the mandates by the Governor in Executive Order N-25-20 and the Sonoma County Health Officer (Order C-19-02) to shelter in place and the guidance from the CDC to minimize the spread of the COVID-19, please note the following changes to the District's meeting procedures:

- The District office and Anderson Hall are not open to the public at this time.
- The meeting will be conducted via teleconferencing using Go To Meeting (See Executive Order N-29-20)
- All members of the public seeking to observe and/or to address the local legislative body may participate in the meeting telephonically or otherwise electronically in the manner described below.

**HOW TO OBSERVE THE MEETING:**

CMRPD.OCSD SubCommittee

Thu, Nov 19, 2020 7:00 PM - 8:30 PM (PST)

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**HOW TO SUBMIT PUBLIC COMMENTS:**

**Written/Read Aloud:** Please email your comments to [comments@campmeeker.org](mailto:comments@campmeeker.org), write "Public Comment" in the subject line. In the body of the email include the agenda item number and title, as well as your comments. If you would like your comment read aloud at the meeting (not to exceed three minutes at staff's cadence), prominently write "Read Aloud at Meeting" at the top of the email.

All comments received before Monday, November 18, 2020 at 5:00 p.m. will be included as an agenda supplement on the District's website under the relevant meeting date and provided to the Board members at the meeting. Comments received after this time will be treated as telephonic/electronic comments.

All comments received before Wednesday, November 18, 2020 at 5:00 p.m. will be included as an agenda supplement on the District's website under the relevant meeting date and provided to the Board members at the meeting. Comments received after this time will be treated as telephonic/electronic comments.

**Telephonic/Electronic Comments:** During the meeting, the Board President or designee will announce the opportunity to make public comments and identify the cut off time for submission. A short recess (generally, less than two minutes) will take place during the time public comment is open to allow the comments to be collected. **All users will be unmuted during this time. If you are connected using a phone, or have a microphone on your computer, please state your name, and wait to be recognized. Alternatively, you may also type comments into the chat window, in GoToMeeting. These will be read aloud during the public comment period.**

**ACCESSIBILITY INFORMATION:**

Board Meetings are accessible to people with disabilities and others who need assistance. Individuals who need special assistance or a disability related modification or accommodation (including auxiliary aids or services) to observe and/or participate in this meeting should contact the District's Administrator, at least 48 hours before the meeting at 707-874-9246 or [admin@campmeeker.org](mailto:admin@campmeeker.org). Advanced notification will enable the District to swiftly resolve such requests to insure accessibility.

**PUBLIC RECORDS:**

Public records that relate to any item on the open session agenda for a meeting are available for public inspections. Those records that are distributed after the agenda posting deadline for the meeting are available for public inspection at the same time, they are distributed to all or a majority of the members of the Board. The Board has designated the District's website located at <https://www.campmeeker.org> as the place for making those public records available for inspections. The documents may also be obtained by calling the District's Administrator at 707-874-9246.

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF AGENDA

IV. STATEMENTS OF ABSTENTION

V. PUBLIC COMMENT

The public may address the Board of topics NOT covered by this agenda. Testimony is limited to three minutes. Please state your first and last names clearly so that it can be correctly entered in the minutes.

VI. ACTION ITEMS

A. DISCUSSION OF UPGRADES TO SCADA TELEMETRY SYSTEM  
AND DEFINE THE COSTS TO EACH DISTRICT.

DESCRIPTION: There will be a discussion of the shared telemetry system and the evaluation of upgrade requirements as well as to define the allocation of costs in terms of initial investment in system upgrades, ongoing operations and maintenance costs, and cost sharing for potential future system upgrades.

VII. ADJOURNMENT



We Know Water

# A Proposal for an XiO Cloud SCADA® Water Control System for Camp Meeker - Occidental Joint Water System

Version 1.2  
May 14, 2020

# Proposed System

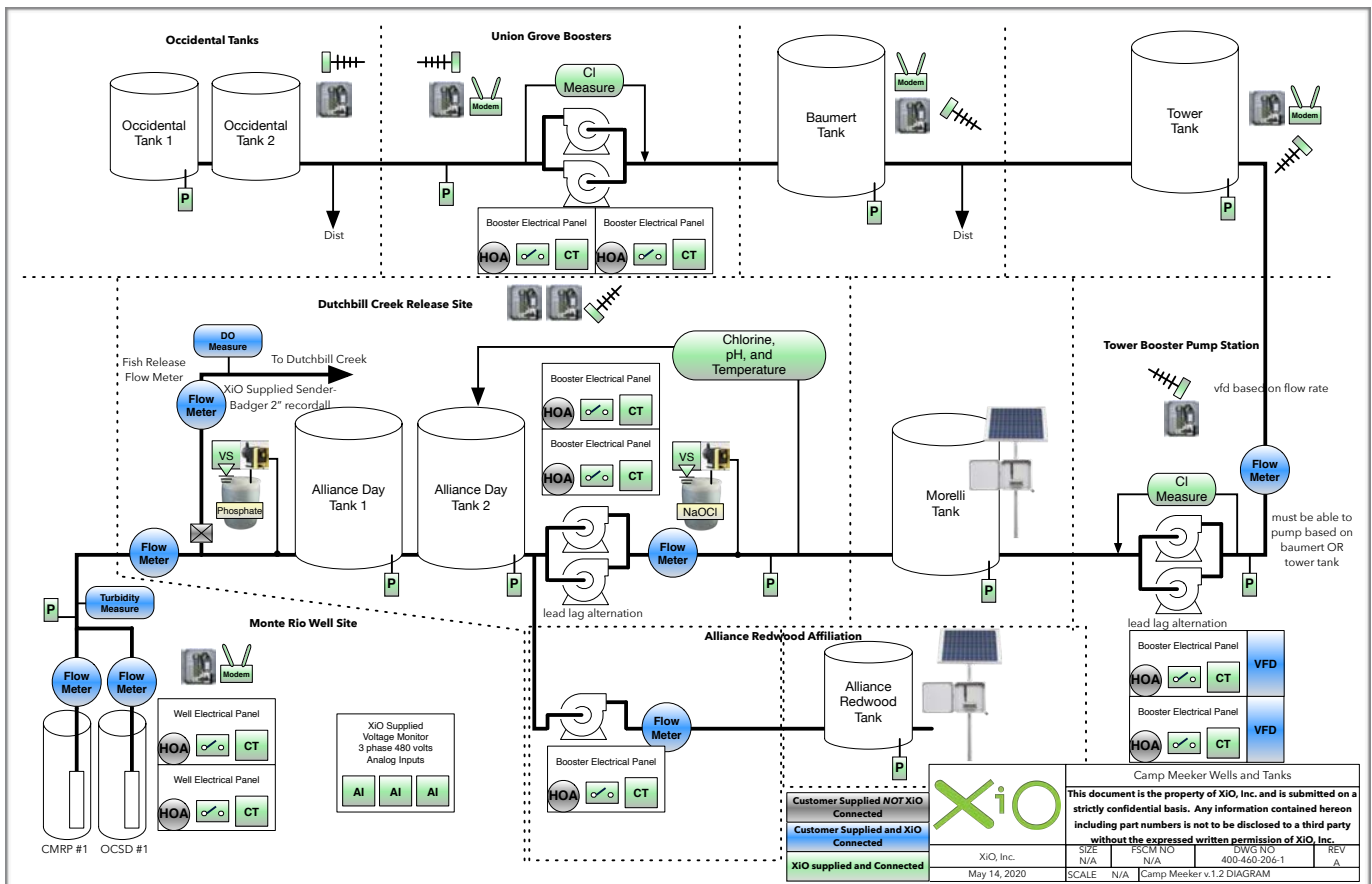
XiO, Inc. (XiO) is pleased to supply this proposal to provide a monitoring and control system for Camp Meeker - Occidental Joint Water System.

## Overview

The Camp Meeker - Occidental Joint Water System consists of two wells in Monte Rio that supply water to a series of tanks in Camp Meeker and Occidental. Sodium Hypochlorite and Phosphate are injected, and residual chlorine is measured.

Communications between sites are a hybrid of Cellular Modems and 900 Mhz radios, to provide seamless remote monitoring, reporting, and control of the Wells, Pumps, Treatment, and Tanks.

## System Diagram



## Monte Rio Wells

- Monitor and control each of the **two Well Pumps** based on a user defined level in the Alliance Day Tanks.
- Monitor and report the electrical energy used by each of the **two Well Pumps**.
- Monitor and report the **flow rate and total flow** from the **CMRP #1 Well** utilizing the existing flow meter. This requires that the meter be equipped with a pulse output.
- Monitor and report the **flow rate and total flow** from the **OCSD #1 Well** utilizing the existing flow meter. This requires that the meter be equipped with a pulse output.
- Monitor and report **system pressure** utilizing an XiO-supplied external system pressure sensor.
- Provide analog signal isolation to monitor and report **Turbidity** utilizing a Customer-Supplied Turbidimeter. This requires that the analyzer supplies a 4-20mA output.
- Monitor and report each of the **three phases of voltage** utilizing XiO-Supplied voltage sensors.

## Alliance Day Tank Site

- Monitor and report the **flow rate and total flow** into the **Alliance Day Tank site** utilizing the existing flow meter. This requires that the meter be equipped with a pulse output.
- Monitor and report the **flow rate and total flow** into **Dutchbill Creek** utilizing the existing Fish Release flow meter with an **XiO-supplied pulse sender**.
- Monitor and report **Dissolved Oxygen** utilizing an XiO-Supplied Dissolved Oxygen analyzer.
- Monitor and report the level of the **Phosphate Tank** utilizing an XiO-Supplied ultrasonic tank level sensor.
- Monitor and control the **Phosphate injection pump** based on the flow rate of water into the system.
- Monitor and report the **Alliance Day Tank 1 level** utilizing an XiO-supplied external water level management sensor.
- Monitor and report the **Alliance Day Tank 2 level** utilizing an XiO-supplied external water level management sensor.
- Monitor and control the two **Alliance Boosters** in a Lead / Lag / Alternation configuration based on the level of the **Morelli Tank**.
- Monitor and report the electrical energy used by each of the **two Alliance Boosters**.
- Monitor and report the **flow rate and total flow** from the **two Alliance Boosters** utilizing the existing flow meter. This requires that the meter be equipped with a pulse output.
- Monitor and report the level of the **Sodium Hypochlorite Tank** utilizing an XiO-Supplied ultrasonic tank level sensor.
- Monitor and control the **Sodium Hypochlorite injection pump** based on the flow rate of water into the system.
- Monitor and report **system pressure** utilizing an XiO-supplied external system pressure sensor.
- Monitor and report **Residual Chlorine** utilizing an XiO-Supplied Residual Chlorine Analyzer.
- Monitor and report **pH** utilizing an XiO-Supplied pH Analyzer.
- Monitor and report **Temperature** utilizing an XiO-Supplied Temperature Analyzer.

### Dutchbill Creek Release Site

- Monitor and control the **Alliance Redwood Tank Booster** based on the level of the **Alliance Redwood Tank**.
- Monitor and report the electrical energy used by the **Alliance Redwood Tank Booster**.

### Alliance Redwood Affiliation (OPTIONAL)

- Monitor and control the **Alliance Redwood Tank Booster** based on the level of the **Alliance Redwood Tank**.
- Monitor and report the electrical energy used by the **Alliance Redwood Tank Booster**.

- Monitor and report the **flow rate and total flow** into the **Alliance Redwood Tank** utilizing the existing flow meter. This requires that the meter be equipped with a pulse output.
- Monitor and report the **Alliance Redwood Tank level** every 10 minutes utilizing an XiO-supplied external water level management sensor connected to an XiO-Supplied Field Monitoring Unit (FMU).

### Morelli Tank Site

- Monitor and report the **Morelli Tank level** every 10 minutes utilizing an XiO-supplied external water level management sensor connected to an XiO-Supplied Field Monitoring Unit (FMU).

### Tower Booster Pump Station

- Monitor and control the two **Tower Boosters** in a Lead / Lag / Alternation configuration based on the level of the **Tower or Baumert Tanks**, with a **Tank Selection button** on the user interface.
- Monitor and report the electrical energy used by the two **Tower Boosters**.
- Monitor and control the two Variable Frequency Drives (VFD's) based on user adjustable input.
- Monitor and report **Residual Chlorine** utilizing an XiO-Supplied Residual Chlorine Analyzer.
- Monitor and report **system pressure** utilizing an XiO-supplied external system pressure sensor.
- Monitor and report the **flow rate and total flow** from the **two Tower Boosters** utilizing the existing flow meter. This requires that the meter be equipped with a pulse output.

### Tower Tank

- Monitor and report the **Tower Tank level** utilizing an XiO-supplied external water level management sensor.

### Baumert Tank

- Monitor and report the **Baumert Tank level** utilizing an XiO-supplied external water level management sensor.

### Union Grove Booster Pump Station

- Monitor and control the two **Union Grove Boosters** in a Lead / Lag / Alternation configuration based on the level of the **Occidental Tanks**.
- Monitor and report the electrical energy used by the two **Union Grove Boosters**.
- Monitor and report **Residual Chlorine** utilizing an XiO-Supplied Residual Chlorine Analyzer.
- Monitor and report **system pressure** utilizing an XiO-supplied external system pressure sensor.

### Occidental Tanks

- Monitor and report the **Occidental Tanks level** utilizing an XiO-supplied external water level management sensor.

## Features Detail

| Qty      | Item  | Description  |
|----------|---|--|
|          | <b>Monte Rio Well Site</b>                    |  |
| <b>1</b> | <b>Pump Controller</b>                        | <p>Pump Controller provides up-to-the-minute views of pump operation. Monitors and controls two pumps. Contactor relays are provided to operate the pumps. Provides reports on electrical energy used by well pump, water production reports and pump efficiency reports. Advanced correlation alarms notify users of low flows and pump failures. Historical pump runtimes are included in the package.</p> <p>Pricing includes:</p> <ul style="list-style-type: none"> <li>• One FIU</li> <li>• Two contactor relays</li> <li>• Two RMS electrical current sensor each with 10 feet of shielded 600V cable, approved for use inside electrical enclosures.</li> <li>• Inputs to monitor a water meter</li> </ul> |
| <b>1</b> | <b>System Pressure Monitoring</b>             | <p>Monitors system pressure. Provides the XiO Cloud SCADA® system with the ability to monitor system pressure and notifies users of low pressure.</p> <p>Pricing includes:</p> <ul style="list-style-type: none"> <li>• Pressure Sensor with 20 feet of water-tight, connectorized, low-loss, shielded cable for easy installation.</li> </ul>   |
| <b>1</b> | <b>Analog Signal Isolation</b>                | <p>Isolated inputs provide galvanic isolation to monitor any externally powered signal or signals that are shared with another device or system. The XiO Cloud SCADA® Control System provides up-to-the-minute views of isolated inputs monitored.</p> <p>Pricing includes:</p> <ul style="list-style-type: none"> <li>• Galvanic Signal Isolation Module to Isolate non-loop powered 4-20mA signals.</li> </ul>   |
| <b>3</b> | <b>Electrical Voltage Transducer, 120 VAC</b> | <p>AC Voltage Monitoring provides the ability to monitor AC Voltage at given point in a system. One EVT1 is required for each phase being monitored.</p> <p>Pricing includes:</p> <ul style="list-style-type: none"> <li>• One 120VAC Voltage Transducer with 10 feet of shielded 600V cable, approved for use inside electrical enclosures.</li> </ul>  |
| <b>1</b> | <b>Cloud-Link Cellular Modem Package</b>      | <p>Provides secure access to the XiO Cloud SCADA® servers. Housed in a NEMA-4X enclosure.</p>  |
|          | <b>Alliance Day Tank Site</b>                 |  |



| Qty | Item  | Description  |
|-----|---|--|
| 1   | <b>Pump Controller</b>                                  | <p>Pump Controller provides up-to-the-minute views of pump operation. Monitors and controls two pumps. Contactor relays are provided to operate the pumps. Provides reports on electrical energy used by well pump, water production reports and pump efficiency reports. Advanced correlation alarms notify users of low flows and pump failures. Historical pump runtimes are included in the package.</p> <p>Pricing includes:</p> <ul style="list-style-type: none"> <li>• One FIU</li> <li>• Two contactor relays</li> <li>• Two RMS electrical current sensor each with 10 feet of shielded 600V cable, approved for use inside electrical enclosures.</li> <li>• Inputs to monitor a water meter</li> </ul> |
| 1   | <b>Tank Controller with External Water Level Sensor</b> | <p>Tank Controller provides up-to-the-minute views of tank levels. Provides the XiO Cloud SCADA® system with the ability to adjust well operation based on tank levels. Alarms notify users of a high and low tank levels.</p> <p>Pricing includes:</p> <ul style="list-style-type: none"> <li>• One FIU</li> <li>• External Water Level Management Sensor with 20 feet of water-tight, connectorized, low-loss, shielded cable for easy installation.</li> <li>• Inputs to monitor a water meter</li> </ul>   |
| 1   | <b>Tank Monitoring with External Pressure Sensor</b>    | <p>Tank Monitoring provides up-to-the-minute views of an additional tank level. Provides the XiO Cloud SCADA® system with the ability to adjust well operation based on tank levels. Alarms notify users of a high and low levels.</p> <p>Pricing includes:</p> <ul style="list-style-type: none"> <li>• External Water Level Management Sensor with 20 feet of water-tight, connectorized, low-loss, shielded cable for easy installation.</li> </ul>   |
| 1   | <b>Analog Signal Isolation</b>                          | <p>Isolated inputs provide galvanic isolation to monitor any externally powered signal or signals that are shared with another device or system. The XiO Cloud SCADA® Control System provides up-to-the-minute views of isolated inputs monitored.</p> <p>Pricing includes:</p> <ul style="list-style-type: none"> <li>• Galvanic Signal Isolation Module to Isolate non-loop powered 4-20mA signals.</li> </ul>   |

| Qty | Item  | Description  |
|-----|---|--|
| 2   | <b>Chemical Drum Volume Monitoring</b>  | <p>Monitors chemical drum level. Provides the XiO Cloud SCADA® system with the ability to monitor drum level and allows users to receive alarms indicating a low drum level. This is a crucial feature in water treatment facilities, ensures operators are always aware of the chemical drum level.</p> <p>Pricing includes:</p> <ul style="list-style-type: none"> <li>• Drum level sensor with 20 feet of water-tight, connectorized, low-loss, shielded cable for easy installation.</li> </ul>  |
| 2   | <b>Chemical Pump Pacing</b>   | <p>Chemical Pump Pacing provides up-to-the-minute monitoring and control of a customer supplied chemical pacing pump. This allows the chemical dosage to be controlled based on the amount of water being pumped, CT factor, and authorized user input. This feature requires a customer-supplied chemical pacing pump.</p>  |
| 1   | <b>Free Chlorine, pH, and Temperature Measurement System, Constant Head Flow Cell</b> | <p>Provides up-to-the-minute views of water quality measurements. Provides extensive one-click water quality reports that can be exported into csv format. Advanced alarms notify users of water quality measurements that are out of tolerance and may be configured to initiate a plant shutdown. Plant operation may be resumed remotely when water quality returns to acceptable levels.</p> <p>Monitors:</p> <ul style="list-style-type: none"> <li>• Free Chlorine</li> <li>• pH</li> <li>• Temperature</li> </ul> <p>Pricing includes:</p> <ul style="list-style-type: none"> <li>• Free Chlorine Monitor with Constant Head Flow Cell</li> <li>• pH Sensor</li> <li>• Temperature Sensor</li> <li>• Panel mounted as an assembly with external power supply</li> </ul> |
| 1   | <b>System Pressure Monitoring</b>   | <p>Monitors system pressure. Provides the XiO Cloud SCADA® system with the ability to monitor system pressure and notifies users of low pressure.</p> <p>Pricing includes:</p> <ul style="list-style-type: none"> <li>• Pressure Sensor with 20 feet of water-tight, connectorized, low-loss, shielded cable for easy installation.</li> </ul>   |
| 1   | <b>PtP-Link IP Radio with Yagi Antenna</b>  | <p>Provides communication between sites. Includes 50 feet of shielded ethernet cable for easy installation.</p>  |
|     | <b>Morelli Tank Site</b>  |  |

| Qty | Item  | Description  |
|-----|---|--|
| 1   | <b>Field Monitoring Unit with Solar Power Package</b> | <p>Field Monitoring Unit provides near real-time views of up to four monitored inputs. Includes complete solar kit for the FMU. Perfect for remote sites without AC Power.</p> <p>Pricing includes:</p> <ul style="list-style-type: none"> <li>• FMU housed in a NEMA-4X enclosure</li> <li>• Cellular Modem to provide secure access to the XiO Cloud SCADA® servers</li> <li>• 30W Solar Panel</li> <li>• Solar Panel Mounting Bracket and Hardware</li> <li>• 18Ah Replaceable Battery with NEMA-4X Enclosure</li> </ul>  |
| 1   | <b>Tank Monitoring with External Pressure Sensor</b>  | <p>Tank Monitoring provides up-to-the-minute views of an additional tank level. Provides the XiO Cloud SCADA® system with the ability to adjust well operation based on tank levels. Alarms notify users of a high and low levels.</p> <p>Pricing includes:</p> <ul style="list-style-type: none"> <li>• External Water Level Management Sensor with 20 feet of water-tight, connectorized, low-loss, shielded cable for easy installation.</li> </ul>   |
|     | <b>Tower Booster Site</b>                             |  |
| 1   | <b>Pump Controller</b>                                | <p>Pump Controller provides up-to-the-minute views of pump operation. Monitors and controls two pumps. Contactor relays are provided to operate the pumps. Provides reports on electrical energy used by well pump, water production reports and pump efficiency reports. Advanced correlation alarms notify users of low flows and pump failures. Historical pump runtimes are included in the package.</p> <p>Pricing includes:</p> <ul style="list-style-type: none"> <li>• One FIU</li> <li>• Two contactor relays</li> <li>• Two RMS electrical current sensor each with 10 feet of shielded 600V cable, approved for use inside electrical enclosures.</li> <li>• Inputs to monitor a water meter</li> </ul> |
| 2   | <b>Remote VFD Management</b>                          | <p>Remote VFD Management provides up-to-the-minute monitoring and control of VFD settings.</p> <p>Pricing includes:</p> <ul style="list-style-type: none"> <li>• Galvanic Signal Isolation Module to Isolate 4-20mA signal which calls for pump speed.</li> </ul>  |

| Qty | Item  | Description   |
|-----|---|---|
| 1   | <b>Free Chlorine Measurement System, 2-Wire with Sealed Flow Cell</b> | <p>Provides up-to-the-minute views of water quality measurements. Provides extensive one-click water quality reports that can be exported into csv format. Advanced alarms notify users of water quality measurements that are out of tolerance and may be configured to initiate a plant shutdown. Plant operation may be resumed remotely when water quality returns to acceptable levels.</p> <p>Monitors:</p> <ul style="list-style-type: none"> <li>• Free Chlorine</li> </ul> <p>Pricing includes:</p> <ul style="list-style-type: none"> <li>• 2-Wire Free Chlorine Monitor with Sealed Flow Cell</li> </ul> |
| 1   | <b>System Pressure Monitoring</b>                                     | <p>Monitors system pressure. Provides the XiO Cloud SCADA® system with the ability to monitor system pressure and notifies users of low pressure.</p> <p>Pricing includes:</p> <ul style="list-style-type: none"> <li>• Pressure Sensor with 20 feet of water-tight, connectorized, low-loss, shielded cable for easy installation.</li> </ul>  |
| 1   | <b>PtP-Link IP Radio with Yagi Antenna</b>                            | <p>Provides communication between sites. Includes 50 feet of shielded ethernet cable for easy installation.</p>   |
|     | <b>Tower Tank Site</b>  |   |
| 1   | <b>Tank Controller with External Water Level Sensor</b>               | <p>Tank Controller provides up-to-the-minute views of tank levels. Provides the XiO Cloud SCADA® system with the ability to adjust well operation based on tank levels. Alarms notify users of a high and low tank levels.</p> <p>Pricing includes:</p> <ul style="list-style-type: none"> <li>• One FIU</li> <li>• External Water Level Management Sensor with 20 feet of water-tight, connectorized, low-loss, shielded cable for easy installation.</li> <li>• Inputs to monitor a water meter</li> </ul>  |
| 1   | <b>PtP-Link IP Radio with Yagi Antenna</b>                            | <p>Provides communication between sites. Includes 50 feet of shielded ethernet cable for easy installation.</p>   |
| 1   | <b>Cloud-Link Cellular Modem Package</b>                              | <p>Provides secure access to the XiO Cloud SCADA® servers. Housed in a NEMA-4X enclosure.</p>   |
|     | <b>Baumert Tank Site</b>  |   |

| Qty                              | Item  | Description  |
|----------------------------------|---|--|
| 1                                | <b>Tank Controller with External Water Level Sensor</b>               | <p>Tank Controller provides up-to-the-minute views of tank levels. Provides the XiO Cloud SCADA® system with the ability to adjust well operation based on tank levels. Alarms notify users of a high and low tank levels.</p> <p>Pricing includes:</p> <ul style="list-style-type: none"> <li>• One FIU</li> <li>• External Water Level Management Sensor with 20 feet of water-tight, connectorized, low-loss, shielded cable for easy installation.</li> <li>• Inputs to monitor a water meter</li> </ul>   |
| 1                                | <b>PtP-Link IP Radio with Yagi Antenna</b>                            | Provides communication between sites. Includes 50 feet of shielded ethernet cable for easy installation.   |
| 1                                | <b>Cloud-Link Cellular Modem Package</b>                              | Provides secure access to the XiO Cloud SCADA® servers. Housed in a NEMA-4X enclosure.   |
| <b>Union Grove Boosters Site</b> |   |  |
| 1                                | <b>Pump Controller</b>  | <p>Pump Controller provides up-to-the-minute views of pump operation. Monitors and controls two pumps. Contactor relays are provided to operate the pumps. Provides reports on electrical energy used by well pump, water production reports and pump efficiency reports. Advanced correlation alarms notify users of low flows and pump failures. Historical pump runtimes are included in the package.</p> <p>Pricing includes:</p> <ul style="list-style-type: none"> <li>• One FIU</li> <li>• Two contactor relays</li> <li>• Two RMS electrical current sensor each with 10 feet of shielded 600V cable, approved for use inside electrical enclosures.</li> <li>• Inputs to monitor a water meter</li> </ul> |
| 1                                | <b>Free Chlorine Measurement System, 2-Wire with Sealed Flow Cell</b> | <p>Provides up-to-the-minute views of water quality measurements. Provides extensive one-click water quality reports that can be exported into csv format. Advanced alarms notify users of water quality measurements that are out of tolerance and may be configured to initiate a plant shutdown. Plant operation may be resumed remotely when water quality returns to acceptable levels.</p> <p>Monitors:</p> <ul style="list-style-type: none"> <li>• Free Chlorine</li> </ul> <p>Pricing includes:</p> <ul style="list-style-type: none"> <li>• 2-Wire Free Chlorine Monitor with Sealed Flow Cell</li> </ul>  |

| Qty | Item  | Description   |
|-----|---|---|
| 1   | <b>System Pressure Monitoring</b>                       | <p>Monitors system pressure. Provides the XiO Cloud SCADA® system with the ability to monitor system pressure and notifies users of low pressure.</p> <p>Pricing includes:</p> <ul style="list-style-type: none"> <li>• Pressure Sensor with 20 feet of water-tight, connectorized, low-loss, shielded cable for easy installation.</li> </ul>  |
| 1   | <b>PtP-Link IP Radio with Yagi Antenna</b>              | Provides communication between sites. Includes 50 feet of shielded ethernet cable for easy installation.  |
| 1   | <b>Cloud-Link Cellular Modem Package</b>                | Provides secure access to the XiO Cloud SCADA® servers. Housed in a NEMA-4X enclosure.  |
|     | <b>Occidental Tank</b>                                  |   |
| 1   | <b>Tank Controller with External Water Level Sensor</b> | <p>Tank Controller provides up-to-the-minute views of tank levels. Provides the XiO Cloud SCADA® system with the ability to adjust well operation based on tank levels. Alarms notify users of a high and low tank levels.</p> <p>Pricing includes:</p> <ul style="list-style-type: none"> <li>• One FIU</li> <li>• External Water Level Management Sensor with 20 feet of water-tight, connectorized, low-loss, shielded cable for easy installation.</li> <li>• Inputs to monitor a water meter</li> </ul>                |
| 1   | <b>PtP-Link IP Radio with Yagi Antenna</b>              | Provides communication between sites. Includes 50 feet of shielded ethernet cable for easy installation.  |
|     | <b>Alliance Redwood Tank Site (OPTIONAL)</b>            |   |
| 1   | <b>Field Monitoring Unit with Solar Power Package</b>   | <p>Field Monitoring Unit provides near real-time views of up to four monitored inputs. Includes complete solar kit for the FMU. Perfect for remote sites without AC Power.</p> <p>Pricing includes:</p> <ul style="list-style-type: none"> <li>• FMU housed in a NEMA-4X enclosure</li> <li>• Cellular Modem to provide secure access to the XiO Cloud SCADA® servers</li> <li>• 30W Solar Panel</li> <li>• Solar Panel Mounting Bracket and Hardware</li> <li>• 18Ah Replaceable Battery with NEMA-4X Enclosure</li> </ul> |

| Qty | Item  | Description  |
|-----|---|--|
| 1   | <b>Tank Monitoring with External Pressure Sensor</b>  | <p>Tank Monitoring provides up-to-the-minute views of an additional tank level. Provides the XiO Cloud SCADA® system with the ability to adjust well operation based on tank levels. Alarms notify users of a high and low levels.</p> <p>Pricing includes:</p> <ul style="list-style-type: none"> <li>• External Water Level Management Sensor with 20 feet of water-tight, connectorized, low-loss, shielded cable for easy installation.</li> </ul> |
| 1   | <b>Pump Monitoring and Control (Installed at Dutchbill Creek Release Site, for control of the booster that fills the Alliance Redwood Tank)</b> | <p>Pump Monitoring and Control provides the ability to monitor and control one pump. Provides reports on pump run times and electrical energy used.</p> <p>Pricing includes:</p> <ul style="list-style-type: none"> <li>• RMS electrical current sensor with 10 feet of shielded 600V cable, approved for use inside electrical enclosures.</li> <li>• Inputs to monitor a water meter.</li> </ul>   |

## Symbols Used

|  |   |  |  |  |                                       |
|--|---|--|--|--|---------------------------------------|
|  | Pressure Transducer, submersible or external                      |  | Hand/Off/Auto selector switch          |  | Residual Chlorine Sensor (mg/L units) |
|  | Differential Pressure Transducer                                  |  | Drum Volume Sensor                     |  | Turbidity Sensor (NTU units)          |
|  | Tip-style Float Switch  |  | Voltage measurement                    |  | pH and Temperature                    |
|  | Water meter with pulse output                                     |  | Manual Valve                           |  | Cellular Modem                        |
|  | Current Transducer to measure motor or pump energy consumed       |  | Altitude Valve                         |  | Ozone Sensor (mg/L units)             |
|  | Dry contact output from XiO FIU is used to request pump start/run |  | Electric, Actuated Valve               |  | Unlicensed Radio with Yagi Antenna    |
|  | XiO Field Installable Unit (FIU)                                  |  | Electric Solenoid Actuated Valve       |  | Unlicensed Plate Radio                |
|  | XiO Field Monitoring Unit (FMU)                                   |  | Flow Control Valve                     |  | Mechanical Pressure Switch            |
|  |   |  | Electric, Actuated Valve with Feedback |  | Variable Frequency Drive (VFD)        |
|  |   |  | Manual Float Valve                     |  |                                       |

\*Green-colored symbols connect to the XiO Cloud SCADA® Control System

| Symbols Used in this Document   |             |                |                         |          |
|---|-------------|----------------|-------------------------|----------|
| This document is the property of XiO, Inc. and is submitted on a strictly confidential basis. Any information contained hereon including part numbers is not to be disclosed to a third party without the expressed written permission of XiO, Inc. |             |                |                         |          |
| XiO, Inc.   | SIZE<br>N/A | FSCM NO<br>N/A | DWG NO<br>400-460-206-1 | REV<br>A |
| SCALE   | N/A         |                | SHEET                   | 1 OF 1   |

## Alarms

The XiO system can alarm on any value that is monitored via an email or SMS text notification to a list of authorized operators. Examples of these alarm conditions are:

- No communication with the site
- Pump fails to start
- High / Low Tank Level

## Verizon Modem

The XiO Cloud SCADA control system requires a minimum of one connection to the Internet. XiO supplies a rugged NEMA4X enclosure with a Verizon modem that connects to the Verizon network. Like all parts of the XiO control system, the modem is shipped to site ready for an electrician to mount, apply 120VAC and power up. The system automatically connects to the Internet and XiO is informed of the event and can assist in system start-up.

## Report Generator

Included at no additional cost is a comprehensive report generation system that can produce monthly reports downloadable in Excel format containing required fields, employing any data collected such as pressure levels, pump hours, water pumped, electricity used, cost to pump water—all listed by month, day, hour, minute. The data is organized and can be viewed by any authorized operator on the secure XiO website.



## Cloud Based Management

The XiO system will be monitored and managed through an account on XiO's secure cloud servers. The password protected account will provide managers with the following:

- System Overview - Process diagram showing the current state of the system (i.e. tank levels, status of pumps, etc.).
- Levels - Line graphs showing the levels of all monitored parameters.
- Reports - Downloadable reports showing water pumped (gallons), energy used by pumps (kWh), efficiency of pumps (kWh/1000gallons), and pump runtime (hours).
- Alarms - View of all alarms that have been triggered.
- Schedule - Page allowing the user to adjust the set points that affect when the pumps will run.

## System Installation

XiO does not act as a contractor and does not install the equipment. XiO recommends that the Proposed Control System be installed by a licensed electrician and a water operator. The XiO hardware requires a single 120VAC circuit, fused at 15 amps or less. An individual Field Installable Unit (FIU) draws 3.7 watts, while the supplied cellular modem draws 6 watts. A solid earth ground must be provided, as required by code, but no special precautions need be taken. All connections are clearly marked with UL-recognized label materials. All enclosures are non-metallic rated NEMA4X, and XiO recommends employing water tight conduit especially in near-marine environments.

The customer is responsible for providing a suitable mounting location for the FIU(s) and other XiO-supplied hardware. There are several considerations when selecting a suitable mounting location for the FIU, Uninterruptible Power Supply (UPS) or other XiO supplied hardware:

Temperature- As with all electronics, extreme temperatures, especially heat, can affect the proper operation of the XiO Control System. It is important to consider sources of heat when selecting a suitable mounting location for the FIU.

- Keep the FIU out of direct sunlight
- Do not mount the FIU on a South-facing wall or panel
- Consider constructing a cover to provide shade for the FIU
- Avoid mounting the FIU on a surface that may become hot such as an outdoor metal panel.
- Be sure the Soft-I/O Module is properly seated in its bracket

Environment- Components of the XiO Cloud SCADA® Control System are housed in NEMA-4X enclosures that protect them from many environmental conditions such as rain, solid objects, dust, and some corrosive agents.

- Take additional steps to avoid harsh environmental conditions if possible
- This includes potentially dangerous gasses produced by wastewater
- Be sure to provide a water-tight seal on any enclosure penetrations

## Delivery

The preconfigured system will be shipped from XiO **4–6** weeks after receipt of a purchase order.

## Payment

| Locations                    | Hardware        | Cloud Service |
|------------------------------|-----------------|---------------|
| Monte Rio Well Site          | \$11,921        | \$74          |
| Alliance Day Tank Site       | \$23,260        | \$78          |
| Dutchbill Creek Release Site | \$1,864         | \$0           |
| Morelli Tank Site            | \$9,040         | \$41          |
| Tower Booster Site           | \$12,452        | \$39          |
| Tower Tank Site              | \$8,164         | \$74          |
| Baumert Tank Site            | \$8,164         | \$74          |
| Union Grove Boosters Site    | \$11,851        | \$74          |
| Occidental Tanks Site        | \$7,119         | \$39          |
| <b>Total</b>                 | <b>\$93,835</b> | <b>\$493</b>  |

The total cost of the system is **\$93,835** (not including tax or actual UPS ground shipping costs). This price includes all XiO-supplied hardware as listed above and all programming.

- Recurring monthly cloud service fee of **\$493**, to begin **one month** after invoicing.
- Applicable sales tax for the total cost of the system will be collected upon invoice.
- The undersigned agrees to the specifications of the payment method listed above.

**Initial:** \_\_\_\_\_

**Optional:** Alliance Redwood Affiliation- Tank Monitoring and Booster Control: **\$9,817 and \$41/month**: **Initial:** \_\_\_\_\_

## Recurring Monthly Service Fees

The cloud service fee is \$39/month per Controller (if applicable) and includes all programming, ongoing support, alarms, report generation, unlimited access to the secure website and an extended warranty on the FIU control module--Soft-I/O®--as long as the Cloud service fee is kept current. The warranty referenced in this paragraph is attached to this document. This paragraph specifically modifies the warranty in the favor of the customer. The cloud secure cellular access charge, including Internet, is \$35/month per modem (if applicable). The fee of \$41/month per Field Monitoring Unit (if applicable) includes secure cellular cloud access as well as all programming, ongoing support, alarms, report generation, and unlimited access to the secure website.

| Item                         | Monthly Fee/Unit | Qty | Subtotal     |
|------------------------------|------------------|-----|--------------|
| Controller (FIU)             | \$39             | 8   | \$312        |
| Cellular Modem with internet | \$35             | 4   | \$140        |
| Field Monitoring Unit (FMU)  | \$41             | 2   | \$82         |
| <b>Total Monthly Fees</b>    |                  |     | <b>\$534</b> |

## Payment of Recurring Monthly Service Fees

When the system has been installed, the customer will receive notice regarding payment for the recurring service fees. A check will be required for the first 90 days of service. Subsequent payments will be made through an automatic payment process.

**Terms**

This proposal is valid for 90 days from the date on this document. XiO will invoice upon shipment, and payment is due 30 days from invoice date.

**Terms and Conditions of Sale**

The following Terms & Conditions of Sale are included in this proposal.

**Hardware Acceptance:**

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Email \_\_\_\_\_

**Hardware Bill To:**

**Hardware Ship To:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Cloud Fees Acceptance:**

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Email \_\_\_\_\_

**Cloud Fees Bill To:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# Terms and Conditions

The following Terms and Conditions are incorporated in and are a part of the Purchase Agreement. Where the Product in question is a software product, it is understood that Customer receives only a license to use such product on the terms stated herein. XiO, Inc. ("XiO") retains title to said product.

## 1. Price; Payment Terms

- A. Prices for all products (hardware and software) will be the price agreed upon in XiO's acknowledgment of Customer's order or at the time of online order placement.
- B. XiO shall provide written acknowledgment of all non-online orders showing price, anticipated delivery date and payment terms. For online orders, Customer is provided with these Terms and Conditions, price, anticipated delivery date and payment terms. As a result, no written acknowledgment is provided for online orders.
- C. Prices are exclusive of all federal, state, municipal or other government, excise, sales, use, occupational, or like taxes or duties now in force or enacted in the future. Any such tax, fee, or charge of any nature whatsoever imposed by any governmental authority on, or measured by, the transaction (including the shipment of goods) between XiO and Customer shall be paid by Customer in addition to the prices quoted or invoiced. In the event XiO is required to pay any such tax, fee, or charge at the time of sale or thereafter, Customer shall reimburse XiO therefore.
- D. Payments shall be made by Customer in accordance with payment terms stated by XiO in written acknowledgment of order, or in an online description for online orders. Amounts not timely paid shall bear interest at the rate of 1-1/2% for each month or portion thereof that payment is late.

## 2. Delivery

- A. Delivery will be F.O.B. XiO's plant and shall occur on the date of turnover to a common carrier unless, at Customer's option, Product is picked up at the F.O.B. point by Customer.
- B. Title and risk of loss for Products shall pass to Customer on delivery F.O.B. XiO's plant. Customer shall then be responsible for and bear the entire risk of loss or damage to Products. Unless otherwise instructed, by Customer, XiO shall insure each product during shipment for Customer's account and will add the cost of such insurance to Customer's invoice.
- C. Shipment will be scheduled to be made on the date specified on Customer's written purchase order or on the date agreed upon by both parties and specified on the written acknowledgment of XiO, whichever is later, or--in the case of online orders-- based upon the online-stated scheduled date. This date is the scheduled shipment date. XiO reserves the right to extend this date by not more than sixty (60) days upon notification of Customer. If shipment is delayed by XiO more than sixty (60) days, Customer may terminate this Agreement and receive a refund of all money paid hereunder.

### 3. Change Orders

Any written request from Customer for a change in the order acknowledged by XiO may subject Customer to a price change reflecting XiO's increased or decreased direct costs or an extension of the scheduled shipment date, or both, depending on the change requested. Written acknowledgment by XiO of a change order will specify and confirm any price or delivery impact.

### 4. Shipment

In the absence of specific shipping instructions from Customer, XiO will ship by the method it deems most advantageous to both parties. Transportation charges may be prepaid and will be subsequently invoiced to Customer. Unless otherwise specified, products shall be shipped in XiO's standard commercial packaging. When special packaging is requested or, in the opinion of XiO, required under the circumstances, the cost of the same will be separately invoiced. If Customer specifies the shipment method on the purchase order, and XiO uses a different method, then XiO shall be liable for the difference, if any, between the cost of freight incurred and the cost of freight which would have been incurred had XiO complied with Customer' shipping instructions.

### 5. Cancellations

XiO shall have the right to cancel the order and recover possession of and title to a product (if such have passed to Customer) under any of the following circumstances: Customer fails to perform its obligations under any of the material Terms and Conditions hereunder; or Customer's delay directly causes material delay to XiO's performance; or any bankruptcy, arrangement or insolvency proceedings are commenced by or against Customer; or in the event of the appointment of any assignee for the benefit of creditors or of a receiver of Customer or its properties. No such termination shall prejudice any of the rights of XiO arising prior to such termination or shall limit in any way other remedies available to XiO. Customer shall have no right to cancel the purchase of any product after shipment from XiO. Orders for standard products that are canceled within fifteen (15) days prior to the scheduled shipment date from XiO shall be subject to a cancellation charge equal to twenty percent (20%) of the total purchase price. Orders for custom products are not cancelable after order acknowledgment.

### 6. Warranty

Hardware products and software media are warranted against defects in materials and workmanship for a period of one year from the date of shipment. During the warranty period, XiO will, at its option, either repair or replace (but not install) product or software media which proves to be defective. The Product or media must be returned to XiO for warranty service or repair. Customer shall prepay shipping charges to XiO and XiO shall ship to Customer in accordance with Section 4 of this Agreement, except that shipment by surface transportation to Customer, within the U.S. only, shall be at XiO's expense. XiO warrants that software products will conform to published specifications and will operate properly for one year from the date of shipment. XiO will correct material defects in software products during the warranty period by issuing converted versions of software products.

## 7. Limitations and Disclaimers of Warranties

Certain products are factory sealed and carry a label stating "warranty void if this seal is broken". In such a case, the foregoing warranty shall not apply if the product seal has been broken or the enclosure has been opened. The foregoing warranties shall not apply to defects resulting from improper connection, improper interfacing, misuse, or operation outside the specified environment.

THE FOREGOING WARRANTIES ARE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED. XIO SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION CONTAINED HEREIN.

## 8. Waiver of Certain Damages and Limit of Liability

XIO WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR ON ANY THEORY OF LIABILITY, NOR WILL XIO BE LIABLE FOR LOSS, DAMAGE OR EXPENSE WHICH DIRECTLY OR INDIRECTLY ARISES FROM CUSTOMER' USE OF OR INABILITY TO USE PRODUCT EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT [EXCEPT FOR DAMAGE TO PERSON OR TANGIBLE PROPERTY], OR FOR COMMERCIAL LOSS OF ANY KIND, OR FOR PROCUREMENT OF SUBSTITUTE GOODS, WHETHER OR NOT XIO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. IN NO EVENT SHALL XIO'S LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT PAID TO XIO BY CUSTOMER FOR THE PURCHASE OF THE PRODUCT GIVING RISE TO SUCH LIABILITY. THIS LIMITATION IS INTENDED TO LIMIT THE LIABILITY OF XIO AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## 9. Security Interest

Customer hereby grants to XiO a security interest in each product, to secure payment of the purchase price. XiO shall have the rights of a secured party under the Uniform Commercial Code in effect in the state where the premises at which the product is installed are located, including the right to retake possession of, or inhibit the use of product on any default by Customer. XiO's security interest shall expire upon the payment to XiO of the full purchase price. Customer agrees to execute such other documents as XiO shall reasonably require to perfect XiO's security interest.

## 10. Patent and Copyright Indemnity

- A. XiO will defend at its expense any action brought against Customer to the extent based upon the claim that a product constitutes direct infringement of any duly issued United States patent or copyright and shall pay any settlements or judgments to the extent based thereon, provided XiO shall have sole control of any such action or settlement negotiations, provided further that Customer notifies XiO promptly in writing of such claim, suit or proceeding and, at XiO's expense (except the value of time of Customer' employees), gives XiO adequate information and uses its best efforts to settle and/or defend any such claim, suit or proceeding.

- B. If a product becomes, or in the opinion of XiO may become, subject to any claim of infringement for any United States patent or copyright, XiO may, at its option: (i) procure for Customer the right to use or sell the product; (ii) replace or modify the product, or part thereof; or (iii) remove the product, or part thereof, and refund the aggregate payments paid therefor to XiO less a reasonable sum for use and damage. XiO shall not be liable for any costs or expenses incurred without its prior written authorization.
- C. XiO assumes no liability for (i) infringement of patent or copyright claims resulting from completed products of Customer into which a product is incorporated; (ii) any assembly, circuit, combination, method or process of Customer in which any product may be used; (iii) any compliance with Customer' specifications; or (iv) the modification of a product, or any part thereof, unless such modification was made by XiO or with the written approval of XiO.
- D. THE FOREGOING STATES THE SOLE AND EXCLUSIVE LIABILITY OF XIO, AND THE EXCLUSIVE REMEDY OF CUSTOMER, FOR PATENT, COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT OR CLAIMS OF INFRINGEMENT.

## 11. Substitutions and Modifications

XiO reserves the right to make substitutions and modifications in the specifications of products designed by XiO providing that such substitutions or modifications will not materially negatively affect performance in the intended application, and that upon written request, XiO will provide a brief explanation of the change.

## 12. Entire Agreement

The Purchase Agreement and Terms and Conditions as set forth herein shall govern and constitute the entire agreement between XiO and Customer. XiO shall not be bound by any terms of Customer' order which are inconsistent with or additional to the Terms and Conditions herein set forth.

## 13. Software Products Restriction

Products delivered to Customer pursuant to these Terms and Conditions may embody and include certain software programs in object code (machine-readable but not human-readable form). In some cases, the only product delivered will be a software product. The software may be contained on disk drives or CD's, erasable programmable read-only memories (EPROMS), non-volatile random access memories (NVRAM), electrically erasable programmable read-only memories (EEPROMS or flash memory), programmable array logic devices (PALS or FPGAS), disk cartridges, may be embodied in Application Specific Integrated Circuits (ASIC's) or in other electronic or mechanical forms. Such software constitutes either the copyrighted property of XiO or the proprietary trade secret information of XiO, or both, and shall be held in confidence by Customer. XiO retains title to the software (excluding media on which recorded) and all intellectual property rights, and no title to software or intellectual property rights is transferred to Customer. Unless Customer is granted greater rights by written amendment to these Terms and Conditions executed by XiO, Customer is hereby granted a personal, non-transferable, non-exclusive perpetual license to use only the number of copies of the software which are provided by

XiO, and to use such copies only on (i) the hardware on which it is originally mounted by XiO, or (ii) on a single hardware product identified by Customer in its purchase order and confirmed by XiO in its order acknowledgment. Without XiO's prior written consent, Customer may not copy the software for any purpose, nor may Customer remove the software or attempt to execute the software on any hardware other than the authorized hardware. Customer shall not, whether through use of disassemblers or any other means whatsoever (including but not limited to manual, mechanical or electrical means), reverse engineer, decompile, disassemble or derive source code from the software, or attempt to or permit any third party to do any of the foregoing, including causing the software to be destroyed or disabled. Any attempt to do any of these things shall be material breach of these Terms and Conditions which shall immediately entitle XiO to exercise any remedies set forth herein, as well as any remedy that may exist at law or in equity. The provisions of this Section 13 shall survive this Agreement in perpetuity.

## 14. Conditions of Operation

THE PRODUCTS PROVIDED BY XIO ARE INTENDED TO BE USED ONLY WHEN SUPPLEMENTAL PROTECTION IS PROVIDED TO PREVENT DAMAGE TO CUSTOMER' PROPERTY OR INJURY TO PERSONNEL. BECAUSE OF THE HIGH COMPLEXITY OF A COMPUTER-CONTROLLED MACHINE CONTROL OR INPUT/OUTPUT SYSTEM, UNINTENDED MOTION AND ACTIONS CAN OCCUR. CUSTOMER ACCEPTS ALL RESPONSIBILITY FOR INTEGRATING XIO PRODUCTS INTO MECHANISMS OR PROCESSES. LIMIT SWITCHES MUST BE A PART OF A MACHINE CONTROL OR INPUT/OUTPUT SYSTEM. OPERATOR GUARDS AND OTHER PROTECTION FOR OPERATORS MUST UNILATERALLY ACT TO PROTECT PERSONNEL AND PROPERTY. CUSTOMER ACCEPTS ALL RESPONSIBILITY FOR INSURING THAT MECHANISMS OR PROCESSES OF WHICH XIO PRODUCTS ARE A PART COMPLY WITH APPLICABLE SAFETY AND HEALTH STANDARDS, MUNICIPAL CODES, AND ANY SIMILAR REQUIREMENTS.



*Feb 9, 2003*

*CMR & PD*

*OCSD*

*Contract*

**CAMP MEEKER RECREATION AND PARK DISTRICT  
AND  
OCCIDENTAL COMMUNITY SERVICES DISTRICT  
JOINT WATER FACILITIES AGREEMENT**

This is a Joint Water Facilities Agreement between the Camp Meeker Recreation and Park District ("CMR & PD") and the Occidental Community Services District ("OCSD"), in connection with the provision of potable water service to their respective service areas in western Sonoma County, California with federal assistance from the United States of America, United States Department of Agriculture ("USDA") acting through Rural Utilities Service.

**RECITALS**

**WHEREAS**, the Camp Meeker Recreation and Park District and Occidental Community Services District are contiguous public entities providing water services to residents, businesses and water users in their respective areas, and

**WHEREAS**, on February 9, 2003 a joint public meeting of the respective boards of directors of each district was held and a joint resolution (#03-03) of both boards was considered, unanimously approved and adopted; whereby each entity agreed to share water, develop additional water sources and maintain a common main line transmission pipe for said water, and

**WHEREAS** on February 11, 2003 a second resolution (#03-04) was approved by both entities further describing several elements of a process to achieve this goal, and

**WHEREAS**, the Camp Meeker Recreation and Park District currently maintains a well, 6" transmission main, water treatment facility, pump station and terminal tank system constructed to provide water to the community of Camp Meeker, and

**WHEREAS**, in 1999, the Camp Meeker Recreation and Park District, with financial assistance from the USDA also constructed a water distribution system, pump station, storage tanks and controls to provide service to all customers within the District boundary, to include a pipeline extension constructed in Hampton Road to serve a fire hydrant at the intersection of Hampton Road and Bohemian Highway, and

**WHEREAS**, a portion of these facilities are available to deliver treated water to the community of Occidental, and

**WHEREAS**, the USDA has indicated that funding would be available by grant and / or loans for the completion of a project to provide water services to Occidental, and,

**WHEREAS**, citizens in the Occidental area have expressed an interest in obtaining USDA financing for water services, provided such service can be obtained at a reasonable cost, and

**WHEREAS**, Occidental Community Service District and the Camp Meeker Recreation and Park District wish to combine and expand resources to ensure safe and reliable public water services are available to the residents, businesses and water users of their respective areas.

**NOW THEREFORE**, in consideration of the mutual promises, covenants and agreements herein, the Occidental Community Services District and the Camp Meeker Recreation and Park District agree to establish and maintain a joint water transmission system as hereinafter set forth:

*Original 2003  
CMR & PD / OCSD*

## **A. Establishment of System - Conditions Precedent**

**1. Project and Conditions Precedent:** A Joint Transmission System shall be formed from the elements contributed by both communities; provided, however, those contributions, the establishment of the system and the remaining terms of this agreement are expressly conditioned on the approval of a Loan and Grant Application by OCSD from the USDA, Rural Utilities Services in an amount of not less than One Million Six Hundred Thousand Dollars [\$1,600,000.00] and the establishment of an Assessment District within the territory of OCSD to service the loan repayment.

### **2. CMR & PD Contributions:**

- a. CMR & PD shall contribute its constructed and operating production facility located at 21080 River Road near the Russian River ("Production Facility"), including well site, well, pump, motor, power service, electrical control, telemetry, security provisions and connection to constructed and operating transmission system.
- b. CMR & PD shall contribute the Alliance Redwoods Treatment Plant, as depicted in Exhibit A.
- c. CMR & PD shall contribute its constructed and operating transmission pipeline from its production facility to its water treatment facility and extended to Market Street and Bohemian Highway in the center of Camp Meeker. CMR&PD shall share use of its distribution main and Tower Road booster pump station to enable OCSD to transport water from Market Street to the intersection of Hampton Road and Bohemian Highway.
- d. In consideration of the foregoing contributions OCSD shall pay to CMR & PD the sum of \$640,000 to obtain a thirty-two (32%) percent capacity in the CMR & PD system components described in sections 2. a-c, above, and shall make the contributions set forth in section 3., below.

### **3. OCSD Contributions:**

- a. OCSD shall contribute the design, construction and installation of a new well and pump at the Monte Rio production facility adjacent to the existing CMR & PD well on the same site, that is matched, balanced and connected with the CMR & PD pump and wired into the existing transmission system.
- b. OCSD shall install an additional pump at both the treatment plant and Tower Road booster station of adequate capacity to serve both communities.

### **4. Common Operations:**

- a. Water produced from wells developed by CMR & PD and OCSD shall be available for use at both OCSD and CMR & PD.
- b. The raw water originating from both wells at the Production Facility is to be co-mingled. There shall be no charge for said raw water except as noted in 4.d., below.
- c. OCSD and CMR & PD shall share the use and expense for, the joint water system, to include:
  - 1) All facilities at Monte Rio Production Facility;
  - 2) The transmission main from the wells to the Alliance Redwoods Treatment Plant;
  - 3) All facilities at the Alliance Redwoods Treatment Plant;

- 4) The transmission main from the Alliance Redwoods Treatment Plant to Market Street in Camp Meeker;
- 5) All facilities located at Tower Road booster-pump station.

d. **Defined Common Operating & Maintenance Costs:**  
 Specific costs that shall be shared include chemicals used in treating the water, maintenance, utility bills, both telephone and electrical power, insurance and emergency repairs of the common shared systems listed in paragraphs 4.c., above. These costs, except as otherwise stated in this Agreement, shall be apportioned by total water sold during the previous calendar year in each respective district from metered records; provided, however, the first year allocation, based on estimated usages in fiscal year 2001-2002 is stipulated to be:

|        |     |
|--------|-----|
| CMR&PD | 68% |
| OCSD   | 32% |

e. Costs of replacing plant equipment or facilities listed in paragraphs 4.c. above, resulting from breakage or obsolescence shall be apportioned by total water sold during the previous calendar year in each respective district from metered records; provided, however, the first year allocation, based on estimated usages in fiscal year 2001-2002 is stipulated to be:

|        |     |
|--------|-----|
| CMR&PD | 68% |
| OCSD   | 32% |

f. Each community shall continue to be responsible for the costs associated with their individual distribution systems that are not covered by the express terms of this agreement or are not directly related to the procurement and transmission of water from its source[s] to junction where the transmission mainline terminates at Hampton Road; at which point the water usage by OCSD shall be metered.

g. **Joint Powers Advisory Committee Defined:**

A Joint Powers Advisory Committee shall be formed to administer the shared system components. The Joint Powers Advisory Committee shall consist of two (2) members appointed annually by each board and serving at the pleasure of their respective boards. In the event that the Joint Powers Advisory Committee is unable to reach a decision they shall call upon the Sonoma County Supervisor for the 5th District or other mutually agreed upon party to arbitrate and cast the deciding vote.

**5. Assumption of Duties and Obligations:**

a. **Common Obligations of CMR & PD and OCSD:**

- 1) CMR&PD and OCSD shall jointly maintain the CMR&PD shared system components at the agreed shared cost ratios set forth in paragraph 4.d., above.
- 2) The testing of treatment plant water shall be the responsibility of the Joint Powers Authority Committee. Testing shall include collecting and performing all State Department of Health Services ("DOHS") required tests and collecting bacteriological and special water samples at the treatment plant at the agreed shared cost ratios set forth in paragraph 4. d., above.

b. **Sole Obligations of CMR & PD:**

- 1) CMR & PD shall collect and test samples within CMR & PD's distribution system as required by the DOHS at its sole cost and expense.
- 2) CMR & PD shall maintain the water storage tanks, transmission and distribution systems located within the CMR & PD service area, excluding the transmission main north of Market Street.
- 3) CMR&PD shall provide a reliable supply of water at the Hampton Road tie-in adequate to meet the needs of OCSD; provided, however, CMR&PD shall not be responsible for any water shortage due to conditions beyond its reasonable control such as drought or other public emergency.
- 4) Although the expenses of maintaining and operating the joint water transmission system described herein shall be shared by CMR & PD and OCSD, the system shall be operated pursuant to the authority granted to CMR & PD.

c. Sole Obligations of OCSD:

- 1) OCSD shall collect and test samples within OCSD's distribution system as required by the DOHS at its sole cost and expense.
- 2) OCSD shall maintain the water storage tanks, transmission and distribution systems located within the OCSD service area, including the distribution mains, and the transmission line in Bohemian Highway running from the Hampton Road tie-in to the OCSD service area at its sole cost and expense.

### 3. OPERATING PROCEDURES AND PROTOCOL

1. **Operating Company for System:** OCSD and CMR & PD may hire one operating company for both systems. If a single company is hired that company shall present invoices to each district for services rendered and costs incurred: one invoice for the maintenance and operation of the shared portions of the system, one invoice for the CMR & PD system, and one invoice for the OCSD system. OCSD and / or CMR & PD may employ or hire separate contractors if recommended by the Joint Powers advisory committee.
2. **Invoices and Billing:** CMR & PD and OCSD shall submit monthly invoices to one another for common operational expenses to be shared as set forth herein.
3. **Review and Verification:** Each party, or their designated accountant, has the right to inspect the financial, production and billings' records of the other party upon reasonable notice and during regular business hours.

### C. TERM

This Agreement shall continue in force for a term of forty (40) years, at which time all loans associated with establishing the joint water transmission system described herein will have been repaid. The parties acknowledge their intent that the arrangements for usage, maintenance and operations set forth in this Agreement shall continue after the above-referenced debt has been repaid. The annual charges shall be reviewed no more than once per year to adjust the allocation of expenses as per this Agreement. If the Agreement is amended or revised, the amendment shall be submitted to the Rural Utilities Service for review and approval.

### D. INDEMNIFICATION AND INSURANCE

1. **Indemnification of CMR & PD.** OCSD will indemnify CMR & PD against all liability, demands, claims, suits, losses, damages, causes of action, fines or judgments including costs, attorneys' and witness' fees and expenses incidental thereto for injuries (including death) to persons or property arising out of OCSD's performance of its duties hereunder, or water supplied to others, with the exception of those claims arising from the gross negligence of intentional misconduct of CMR & PD.
2. **Indemnification of OCSD.** CMR & PD will indemnify OCSD against all liability, demands, claims, suits, losses, damages, causes of action, fines or judgments including costs, attorneys' and witness' fees and expenses incidental thereto for injuries (including death) to persons or property arising out of its performance of CMR & PD's duties hereunder, or water supplied to others, with the exception of those claims arising from the gross negligence of intentional misconduct of OCSD.
3. **Insurance:** During the term of this agreement, CMR & PD shall, as a shared expense, carry and maintain in full force and effect, insurance covering all common facilities and shared operations as set forth in paragraphs 2. – 4., above, of the following types and amount with such company or companies as are acceptable to OCSD. OCSD shall be named an additional insured on all policies. Such policy shall be non-cancelable by CMR & PD without the written approval of OCSD.
4. **Policy Limits:** The initial policy limits shall be in the amount of ONE MILLION DOLLARS (\$1,000,000) or more combined single limit for bodily injury and property damage liability. Written proof of insurance to be provided to OCSD on an annual basis.
5. **Inspection Rights:** CMR & PD agrees that OCSD may inspect such policies at any time by contacting CMR & PD and making arrangements to inspect the policies at a date and time mutually convenient.

## **E. MISCELLANEOUS PROVISIONS**

1. **No Waiver of Breach:** The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.
2. **Entire Agreement:** This Agreement and the attached Exhibits constitute the entire agreement between the parties relating to this transaction. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the parties hereto.
3. **Construction:** This Agreement shall be construed and interpreted according to the applicable law of the State of California. Any action or proceeding brought to interpret, enforce or determine any of the provisions herein contained or the rights, duties, and responsibilities of the parties shall be, filed or brought in the County of Sonoma, State of California, which county and state shall have exclusive jurisdiction.
4. **Severability:** To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, and regulation or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
5. **Common terms:** CMR & PD and OCSD acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of this Agreement will not be construed against one party in favor of the other. CMR & PD and OCSD acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

6. **Notice:** Any notice, tender, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered, mailed, or sent by wire or other telegraphic communication in the manner provided herein, as the following entities and addresses:

- a. If to CMR & PD:  
Camp Meeker Recreation and Parks District  
Post Office Box 461  
Camp Meeker, CA 95461
- b. OCSD:  
Occidental Community Services District  
Post Office Box 244  
Occidental, CA 95465

Either party may change that party's address for these purposes by giving written notice of the change to the other party in the manner provided in this section.

If sent by mail, any notice, delivery, or other communication shall be effective or deemed to have been given 3 days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by wire or other form of telegraphic communication, any notice, delivery, or other communication shall be effective or deemed to have been given twenty-four hours after it has been deposited with Western Union, or other carrier, prepaid and addressed as set forth above.

- 7. The parties agree that the USDA Rural Developed is granted a security interest in OCSD's rights and obligations under the contract, as security for the loan by the USDA Rural Development to the OCSD.
- 8. Nothing in this agreement shall be construed to compromise the pre-existing obligations between CMR&PD and the State of California, Department of Water Resources.
- 9. **Effective Date:** This agreement shall be effective when approved by both boards of OCSD and CMR & PD through duly adopted resolutions which date shall entered herein 7-8 2003.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as set forth below:

Camp Meeker Recreation and Parks District

By: [Signature]  
Gary Henrich, President

Date: 8 July 2003

Attest: [Signature]  
Lori K. Ford, Secretary

Date: July 8<sup>th</sup> 2003

Occidental Community Services District

By: [Signature]  
Steven McNeal, President

Date: 7-8 2003

Attest: [Signature], Secretary

Date: 9-10 2003