

**BOARD OF DIRECTORS  
HILTON CREEK COMMUNITY SERVICES DISTRICT  
SPECIAL BOARD MEETING  
THURSDAY, OCTOBER 28, 2021  
5:00 P.M.  
TELECONFERENCE - ZOOM**

**AGENDA**

**\*\*NOTE:** Members of the public will have the opportunity to directly address the Board of Directors concerning any item listed on the Agenda below before or during consideration of that item. In order to better accommodate members of the public, specific times for Agenda Items will be heard at the specified time or soon thereafter. Agenda Items without specific times may be rearranged to accommodate the Board's schedule. All public comments will be limited by the President of the Board to a speaking time of five minutes.

- 1. CALL MEETING TO ORDER**
  - A. Roll Call
  
- 2. ADDITIONS TO AGENDA**
  - A. Items added to the agenda must be approved by the Board pursuant to Government Code §54954.2
  
- 3. PUBLIC COMMENT**
  - A. The public may make a statement or pose questions on Items NOT on the agenda\*\* (see note above)
  
- 4. CLARIFIER UPDATE**
  
- 5. EQUIPMENT RENTAL / REIMBURSEMENT**
  
- 6. ADJOURNMENT**

**TELECONFERENCE INFORMATION**

This meeting will be held via teleconferencing with members of the Board attending from separate remote locations. As authorized by AB361, dated September 16, 2021, a local agency may use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph m. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency and local officials have recommended or imposed measures to promote social distancing or the body cannot meet safely in person and the legislative body has made such findings.

Members of the public may participate via the Zoom webinar including listening to the meeting and providing public comment by following the instructions below or contact the Board Secretary, Lorinda Beatty, at (760) 965-9696 or [info@hiltoncreekcsd.com](mailto:info@hiltoncreekcsd.com)

**To Join the Meeting**

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/82059472369>

Or One tap mobile :

US: +16699006833,,82059472369# or +13462487799,,82059472369#

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Dial(for higher quality, dial a number based on your current location):

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Webinar ID: 820 5947 2369

International numbers available: <https://us02web.zoom.us/j/82059472369>



500 Spring Ridge Drive  
Reading PA - 19610

Ph: 610-374-5109

Fax: 610-685-0127

<b>Project Name:</b> Hilton Creek	<b>Address:</b> 3222 Crowley Lake Dr, Crowley Lake, CA 93546
<b>Polychem Solutions Tech:</b> Drew Hess	<b>Plant Contact:</b> Kyle Burnett
<b>Phone:</b> 610-347-9017	<b>Phone:</b> 760.935.4500
<b>Email:</b> Drew.Hess@brentw.com	<b>Email:</b> districtmanager@hiltoncreekcsd.com
<b>Mfg Rep:</b> Casey Rebmann	<b>Org:</b> Coombs Hopkins/DC Frost
<b>Phone:</b> 760.525.6139	<b>Email:</b> casey@chcwater.com
<b>Date on Site:</b> 10/12/21	<b>Tank(s) Inspected:</b> Tanks 1

### **Observations/Findings**

Brentwood's evaluation is general and does not portray every possible condition.

**Scope:** Purpose of visit was general tank inspection. Customer was looking for evaluation of existing equipment and replacement recommendations. These recommendations will also be representative of the other tanks onsite as they are all similar vintage and size.

### **Professional Summary:**

On October 12th, Brentwood was on-site to inspect the primary clarifier to determine the wear on the chain and flight equipment. The tank was an NRG (now Polychem) installation containing a 4 shaft longitudinal collector measuring approx. 31'x12'x12' AWD and a sump at the front of the tank. The chain and flights had been removed prior to our arrival due to a crash. The collector had a dynamic steel headshaft and dynamic steel shaft idlers. The installation date was approx. 1999. The other tank on site was of similar vintage and size so these observations will be representative of that tank. It is unknown what type of maintenance was performed on the tanks but the equipment condition indicates that little to none was performed.

In this report we will dive into specific findings that were made during our inspection and provide recommendations on actions for the plant to take to achieve another 15-20 years of service out of these tanks with a lower impact on the plant's maintenance staff.

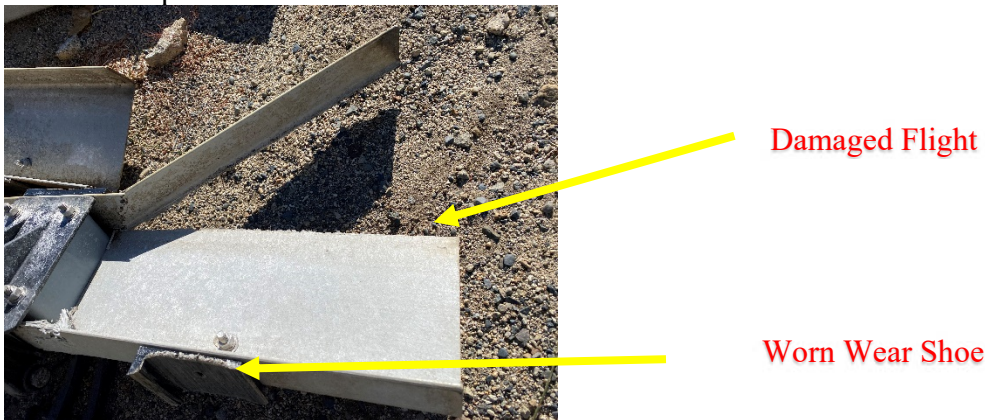
### **Observations and Findings:**

Starting with chain, the barrels have reached the thickness at which we recommend replacing the chain. The chain was so worn the barrel is completely gone in places exposing the inner pin. The chain also showed grit wear due to it being an open top tank in an area where dirt can easily be blown into the tank. To make obtaining proper chain tension easier, Polychem has developed a half link with a 3" pitch. All shaft bearings in the tank show signs of advanced wear. Due to this wear the shafts have "dropped" into the bearing housing and the shaft ends are likely worn beyond repair. Visual inspection indicated bearings have never been replaced, recommend replacement intervals for lead babbitt bearings is 5 years. Bearings likely need replacement, considering shaft weight of 1,000lbs this will be a major undertaking. Switching to a non-metallic headshaft is recommended. The weight of non-metallic is easier for staff to handle and the UHMW bearings regularly see 15 years of life before replacement is necessary. Replacing steel shafting with stub shafts is recommended as the bearings are replaceable without the use

of a crane to lift the shaft. The collector chain should be replaced with Polychem's Grit Shield barrel wrapped chain. Grit Shield was made for applications such as this with higher grit levels. With the barrel wrapped chain it is not uncommon to see 15+ years of service before replacement.



The flights showed the wear and tear expected of parts that have been in service for this long. Flights also showed damage likely caused by the recent crash. The flights need replacement. Both sets of wear shoes were worn past the point of reuse and will need replacement. The addition of two squeegee flights is recommended to wipe the floor clean twice every rotation. Since this plant is fairly remote and exposed to below freezing temperatures regularly, end wipers should be considered. These are neoprene wipers that mount to the end of the flight to break up any ice that forms on the side of the tank. If ice builds up on the edges, it can break the edges of the flights requiring replacement or even causing a crash. Return rails are non-metallic and are in good shape so they will not have to be replaced although the wear strip on them needs replacement. To extend the interval between floor wear strip replacement, 1/2" wear strip on the floor is recommended.



The drive and gear box were of an obsolete style single drive. These drives are very expensive to rebuild or replace, and parts/service have long lead times. We recommend going to a modern vertically oriented fractional HP drive for the two of the longitudinal collectors. This would be outfitted with a stainless-steel shear pin mechanism keyed to a stainless-steel shaft. The chain was NH-78 and showed grit wear due to the location. We recommend Polychem NH-78 Grit Shield drive chain. This chain is designed for high grit environments. Our recommendation is to replace the drives, gearboxes, shear pin assemblies, 11T sprockets, 7T chain tensioner and NH-78 drive chain. Due to the low temperatures this plant experiences, a heated drive enclosure can be quoted upon request. A more maintenance friendly option to the shear pin assembly is a ball detent torque limiter. This eliminates having to replace the shear pin and set screw every year to prevent nuisance trips. Information on these will be attached and a quote can be provided at the plant's request.



Inoperable Shear Pin Mechanism

**Notes:**

1. Sprocket Motion Monitoring (SMM) is recommended to help guard against in-tank failures. Whereas the shear-pin mechanism helps prevent excessive loads from damaging the above deck components SMM monitors the in-tank mechanisms, specifically sprocket rotation/chain travel. If one side or the other of a mechanisms chain stops the non-contact sensors send an alert to a deck level box. This can be configured to have stand-alone functionality or dry contacts for the plants SCADA. Each NEMA box can handle up to 6 mechanisms. Depending on the plant's requirements or level of customization budgetary costing can be provided.
2. Brentwood can provide yearly inspection contracts to provide onsite technical assistance during scheduled Periodic Maintenance (PM). The technician will work in conjunction with maintenance personnel to inspect and adjust equipment in line with manufacturers recommendations. As required, technician will provide updated product information and training of new employees. Incorporating these contracts into yearly budgets and renewal annually makes PM a simple but important aspect of plant performance. Brentwood can provide a quote for this option if desired.
3. Brentwood can provide manufacturers training on Periodic Maintenance procedures, product familiarization, and new product updates. This training is recommended every other year to keep technicians up to date and new technicians trained to insure product longevity.

Questions regarding this report should be directed to Drew Hess at [Drew.Hess@brentwoodindustries.com](mailto:Drew.Hess@brentwoodindustries.com) or 610-347-9017

Regards,  
Drew Hess

PROPOSAL #WG05049

CROWLEY LAKE, CA - HILTON CREEK WWTP -  
PRIMARY CLARIFIER REFURBISHMENT

October 19, 2021

Attn: Kyle Burnett  
Hilton Creek  
3222 Crowley Lake Dr  
Crowley Lake CA 93546

Phone: 760.935.4500

email: districtmanager@hiltoncreekcsd.com

Re: Crowley Lake, CA - Hilton Creek WWTP - Primary Clarifier Refurbishment  
Polychem™ Chain and Flight Sludge Collection System

**POLYCHEM SOLUTIONS PROPOSAL**

Brentwood Industries, Polychem Brand, proposes and offers to supply all materials and services as an Approved manufacturer and in general accordance with Brentwood's standard practices and specifications, clarifications, and information provided.

**TECHNICAL SPECIFICATION(S):** N/A**SECTION(S):** N/A**ADDENDA RECEIVED:** N/A**BRENTWOOD PROPOSES TO FURNISH POLYCHEM CHAIN AND FLIGHT EQUIPMENT AS FOLLOWS:**

One ( 1 ) Primary Longitudinal Collector Mechanism, Approximately  
31 FT Long x 12 FT Wide x 12 FT AWD, 4 Shaft System

Please note this proposal is based upon the evaluation of Primary Clarifier #1 and the corresponding Polychem Solutions field report. This should also be considered representative of the existing conditions in the other primary clarifier as it is of a similar configuration and vintage.

This proposal has been prepared as a complete Polychem Solutions package and is optimized to address your specific needs. It incorporates project level cost savings where applicable. If line item pricing is required, please understand that additional time will be required and individual prices will result in an increased overall price to account for item specific packaging fees and freight premiums.



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PROPOSAL #WG05049

CROWLEY LAKE, CA - HILTON CREEK WWTP -  
PRIMARY CLARIFIER REFURBISHMENT

**MANUFACTURER'S REPRESENTATIVE:**

Please direct all questions regarding this proposal to Brentwood's local area sales representative:

**Contact:** Casey Rebmann

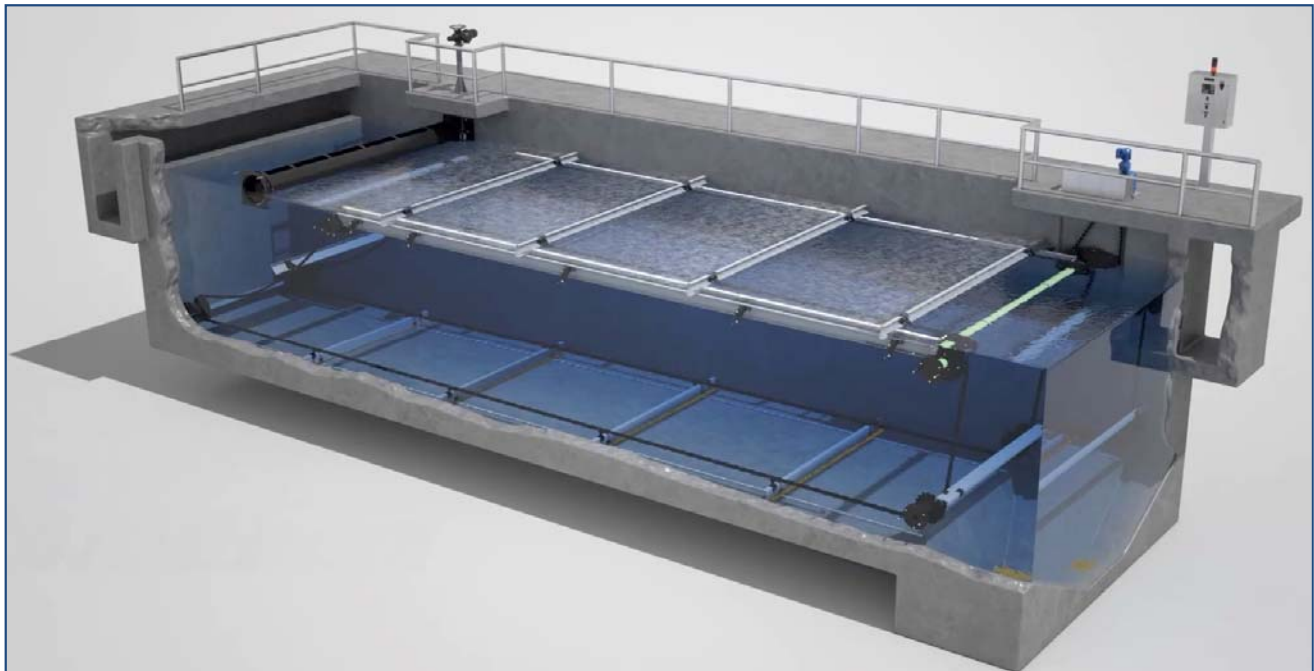
**Representative:** The Coombs-Hopkins Company

**Address:** 2855 Mitchell Drive - Suite 215  
Walnut Creek CA 94598  
USA

**Phone Number:** (925) 947-6733

**Fax Number:** (925) 947-6784

**Email:** Casey@coombshopkins.com



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PROPOSAL #WG05049

 CROWLEY LAKE, CA - HILTON CREEK WWTP -  
 PRIMARY CLARIFIER REFURBISHMENT

**\*ITEMS INCLUDED:**

ITEM	DESCRIPTION / MATERIAL
Drive Chain	NH78, Reinforced Nylon Resin w/ GritShield 301 SS Barrel Wrap and 303 SS Pins
Collector Chain Pins and Retainer Clips	Glass Reinforced Nylon Pins w/ Acetal Retainer Clips
Collector Chain Links	NCS-720-S, Reinforced Thermoplastic Polyester Resin w/ GritShield 301 SS Barrel Wrap
Half Links	NCS-720-S, Reinforced Thermoplastic Polyester Resin, 3-inch Pitch, w/ GritShield SS Barrel Wrap
Flight Attachment Links	NCS-720-S, Reinforced Thermoplastic Polyester Resin w/ GritShield 301 SS Barrel Wrap, F-22-8
Wear Shoes	Nylon 6-6
Hardware	316 SS
Flight Floor Squeegee Assemblies (2 Per Long)	Neoprene w/FRP Backing and 316 SS Hardware
Flight End Wiper Assemblies	Neoprene w/FRP Backing and 316 SS Hardware
Fillerblocks	Polypropylene
Headshaft Spindles	Cast Nylon-6
Headshaft(s)	Biaxially Wrapped Fiberglass Epoxy Tube(s) w/ Internal UHMW-PE Tubular Bearings
Driven Sprocket(s)	NH78, 40T, Cast Nylon-6, w/integral teeth
Collector Sprockets for Headshaft(s)	NCS-720-S, 23T, Cast Nylon-6
Set Collars	Split, Cast Nylon-6, w/ 316 SS Clamping Band
Headshaft Keys	Nylon 6-6
Collector Sprockets for Stub Shafts	NCS-720-S, 17T, Cast Nylon-6
Idler Stub Shafts	Cast Nylon-6 w/UHMW-PE Outer Journal Bearing
Retainer Plate for Stub Shaft	Polycarbonate
Floor Wear Strip	UHMW-PE - 1/2" thick x 2-5/8" wide



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PROPOSAL #WG05049

 CROWLEY LAKE, CA - HILTON CREEK WWTP -  
 PRIMARY CLARIFIER REFURBISHMENT

**\*ITEMS INCLUDED (Continued):**

ITEM	DESCRIPTION / MATERIAL
Return Wear Strip	UHMW-PE - 3/8" thick x 2-5/8" wide
Chain Tightener(s) for Drive Chain	Nylon 6-6 7T Sprocket w/ Cast Nylon-6 Arm and FRP Adjustable Mounting Bracket
Limit Switch (Primary)	DPDT, Square D, Alum., NEMA 1,2,4,6,6P,12,13 / Class 1 Div 1 B/C/D, SS Arm
Drive Sprocket Shear pin Assembly	11T Nylon Sprocket Mounted to SS Shear Pin Hub
Shear pin Kit(s)	Aluminum
Drive Unit Output Shaft	304 SS
Drive Unit(s) w/Motor and Reducer	SEW Eurodrive Helical-Bevel Gear with integral mount SEW Motor, 1/2 HP, 3 PH, 60 Hz, 230/460 VAC
Base Plate for Drive Unit(s)	304 SS
Chain Guard for Drive Chain	304 SS
Anchor System	316 SS
Adhesive for Anchors w/ Dispenser	Hilti
*	Above Item Descriptions/Materials may vary slightly after engineering and consultant review.





PROPOSAL #WG05049

CROWLEY LAKE, CA - HILTON CREEK WWTP -  
PRIMARY CLARIFIER REFURBISHMENT

The following total estimated spare parts will be furnished for this project. After engineering, quantities may vary from quantities listed below. Spare Parts will be packaged separately and plainly identified.

**ESTIMATED SPARE PARTS INCLUDED**

QTY	DESCRIPTION
20	feet of drive chain
10%	of all collector chain furnished
10%	of all chain-to-flight attachment links furnished
12	shear pins for every drive sprocket assembly furnished
5	longitudinal flights complete with wear shoes, fillerblocks, and hardware
1	replacement 11T drive sprocket (sprocket plate only)

**ITEMS SPECIFICALLY NOT INCLUDED**

- 1 PE Stamp of Submittals
- 2 Wall Brackets For Return Track Support
- 3 Return Track
- 2 SmartGuard Flight and Sprocket Monitoring System
- 3 Rotating Scum Troughs or Helical Skimmers
- 4 Control Panel(s)
- 5 Effluent Troughs, Weirs, Baffles
- 6 Seismic Calculatations
- 7 Hold Down Rail, 304 SS
- 8 Tank Measurements



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PROPOSAL #WG05049

CROWLEY LAKE, CA - HILTON CREEK WWTP -  
PRIMARY CLARIFIER REFURBISHMENT**EXISTING CONCRETE STRUCTURE (IF APPLICABLE):**

Pricing and schedule are based on limited structural information provided at the time of quotation and assume the necessary existing tank dimensions will be provided by purchaser in a timely manner to facilitate the start of submittal and shop drawings. Should the verified tank measurements and equipment conditions differ significantly from the information provided for quotation, and/or require special bracketry or supporting structures, Brentwood reserves the right to revise pricing and schedule accordingly. Delays associated with receipt of complete tank measurements, incomplete information from RFI's, and release and approval to manufacture may result in changes to the price and schedule.

**TANK MEASUREMENTS:**

Tank Measurements are NOT included in this price or proposal, but can be provided at an additional price of \$3520 USD per trip, \$1760 USD per man day on site.

**SUBMITTALS:**

Shop drawing and submittal preparation will be in accordance with Brentwood's standard submittal practices, and will be based on one submittal for all tanks at one time. Should separate submittals for each tank be required at separate intervals, Brentwood reserves the right to revise pricing accordingly.

**TIME AND DELIVERY:**

1. Brentwood will advise current engineering lead time at time of order receipt. Component drawings can be provided after receipt of necessary structural information and completion of all required engineering work.
2. We further propose to furnish the equipment approximately fourteen (14) weeks after receipt of final engineering approval and release to manufacturing.
3. Final lead time will be confirmed after receipt of executed purchase order and order is fully processed.

**FREIGHT:**

Freight allowed, best way, point of manufacture to job site. Requests for specific methods of shipment will be at requestors' expense. On-site transportation, unloading, and storage costs by others.

**WEIGHT AND VOLUME:**

Estimated weight is 1,800 Lbs. Estimated volume is One ( 1 ) Truck(s).



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CROWLEY LAKE, CA - HILTON CREEK WWTP -  
PRIMARY CLARIFIER REFURBISHMENT**PAYMENT TERMS:**

1. 100% Net 30 Days from i) shipment of material or ii) Seller's notification to Buyer of finished materials ready for shipment & being held at Brentwood's facility beyond scheduled shipment date, whichever occurs first.
2. These terms are not contingent upon or in conjunction with any agreement purchaser has with other parties.
3. For Brentwood Water & Wastewater Standard Terms and Conditions visit:  
[https://www.brentwoodindustries.com/wp-content/uploads/2021/01/Water-Group-Standard-Terms-and-Conditions\\_.pdf](https://www.brentwoodindustries.com/wp-content/uploads/2021/01/Water-Group-Standard-Terms-and-Conditions_.pdf)

**TAXES:**

Pricing does not include any States' sales tax if applicable, unless otherwise stated.

**VALIDITY:**

This proposal is valid for a period not to exceed 90 days from latest date shown above unless extended by Brentwood in writing. Pricing on this project is based upon shipment schedule as shown above. Extensions to delivery timelines may require renegotiation of pricing.

**ESCALATION:**

The prices quoted are subject to adjustment to reflect changes in stainless steel and plastic prices should these changes in price exceed 3%. It is understood and agreed that it will be Brentwood's option whether to invoke escalation, should the price exceed this amount.

**FIELD SERVICE STARTUP AND TRAINING:**

The services of a qualified Brentwood field technician is included to assist in inspection of installed equipment, startup and field testing, certification, and operator training, if required by specification. Duration limited to One (1) trip(s) for One (1) man-day(s) on site total. Each trip will be \$3520 USD per trip, and each man day on site will be \$1760 USD per day. Non use of contractual field service days does not generate a credit on this project. Field service requires a minimum 2 week notice and is based on technician availability. Less notice may be accommodated with additional costs.

**OPERATION AND MAINTENANCE MANUALS:**

O&M Manual and installation and layout drawings not included. Component drawings can be furnished upon request in Adobe pdf format.

**WARRANTY:**

Brentwood warrants material supplied on this project to be free from defects in workmanship or materials for a period of twelve (12) months from date of certification by an authorized Brentwood representative or eighteen (18) months from date of shipment, whichever shall occur first. Warranty excludes labor to install or remove parts. System is designed for continuous operation, and intermittent operation is not recommended due to potential for excess sludge build up. Damage resulting from intermittent operation is not covered under this warranty.



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PROPOSAL #WG05049

CROWLEY LAKE, CA - HILTON CREEK WWTP -  
PRIMARY CLARIFIER REFURBISHMENT**PAINTING AND COATINGS:**

Unless otherwise specified, all ferrous wetted components will be provided with a surface preparation of SSPC-SP10 Near White Metal and a shop primer 1 coat of Sherwin Williams Dura-Plate 235 Multi-Purpose Epoxy @ 4 Mils D.F.T. It is the responsibility of the contractor to ensure finish paint is compatible with specified primer. Any adhesion issues between coats are not the responsibility of Brentwood. The top coat must be applied within 6 months of the prime coat, otherwise the assembly surface will need to be abraded or the primer will need to be removed and surface preparation redone prior to application of the top coat, by others. OEM components above deck (drive units, bearings, etc.) shall be furnished with manufacturer's factory finish.

**AMERICAN IRON AND STEEL ACT:**

Per Implementation of American Iron and Steel provisions of P.L. 113-76, Consolidated Appropriations Act, 2014, Brentwood's Polychem brand clarifier System and accessories is considered a mechanical system and is not considered construction material or structural steel subject to AIS requirements. The referenced document can be found at the following link:

<https://www.epa.gov/sites/production/files/2015-09/documents/ais-final-guidance-3-20-14.pdf>

See question and answer #22 in the above referenced pdf link which specifically states that clarifier and clarifier mechanisms are NOT considered a "construction material".

**GENERAL EXCLUSIONS\*:**

1. Successful contractor shall be responsible for field verification of all dimensions.
2. Foundations, supports for Polychem equipment (diaphragm plates) or special mounting plates.
3. Bid, performance, supply, or maintenance bonds.
4. Installation of equipment and anchor systems, concrete, sealing compounds, shim stock or grout.
5. Grouting behind idler stub shafts, head shaft spindles, & return track wall brackets is not included, but is required for these systems.
6. Tools or spare parts (unless listed elsewhere in this proposal).
7. All reducer oil, bearing grease, or other lubricants.
8. Field paint, touch-up, finish painting, or finish coatings.
9. Unloading, hauling, erection, and storage of equipment.
10. Grease line piping (unless listed elsewhere in this proposal) or grease guns.
11. Any electrical components or controls not shown in component included section of this proposal.
12. All control panels (unless listed elsewhere within this proposal), unistrut supports / mounting for control panels, electrical conduit, wires, or wiring, wire fittings, or boxes.
13. Wall Sleeves for scum troughs, weirs, baffles, overflow weirs, effluent troughs (unless listed elsewhere within this proposal).
14. Any component shown or described on a drawing and not included in the Items Included section of this Proposal, or any component or service not shown in this proposal.
15. Anchor pull out testing.
16. PI&D drawings
17. Conduit sizing or drawings.
18. Detailed specific storage plans or maintenance schedules for installed equipment outside Brentwood's standard maintenance and preventative maintenance information.

*\*unless above items are listed as included elsewhere in this proposal, they are excluded.*



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PROPOSAL #WG05049

CROWLEY LAKE, CA - HILTON CREEK WWTP -  
PRIMARY CLARIFIER REFURBISHMENTPRICING SUMMARY:

LUMP SUM TOTAL BASE PRICE: \$50,000.00

Additional pricing can be provided upon request for SmartGuard Collector Monitoring, Turnkey Installation or Installation Oversight, Heated Drive Enclosures, Scum Troughs, Polychem ball detent torque limiters in lieu of shear pin devices, Recommended safety stock of spare parts, Manufacturers training on Periodic Maintenance procedures, product familiarization and new product updates or PM yearly inspection contracts as detailed below.

**THE FOLLOWING BASE OPTIONS\* ARE AVAILABLE FOR YEARLY PM INSPECTION CONTRACTS:**

PM EVALUATION (PER TRIP BASIS), THREE YEAR & FIVE YEAR CONTRACT OPTIONS AVAILABLE (STARTING AT TWO TRIPS PER YEAR)

EACH OPTION ABOVE INCLUDES THE FOLLOWING: ALL MEALS, HOTEL, TRAVEL COSTS, EXPENSES, INSPECTION REPORT

THE POLYCHEM SOLUTIONS TEAM WILL EVALUATE THE TANK(S) AND PROVIDE A COMPREHENSIVE TRIP REPORT ON EQUIPMENT CONDITION AND SERVICE STATUS. TRIPS WILL BE SCHEDULED ACCORDING TO THE PLANT'S ROUTINE PM SCHEDULE

**\*OPTIONS ABOVE CAN BE MODIFIED TO ACCOMMODATE SPECIFIC PLANT REQUIREMENTS**

Proposal Submitted By:

*Drew Hess*

Drew Hess, Upgrades & Solutions Manager  
Brentwood Industries, Polychem Brand  
email: [Drew.Hess@brentw.com](mailto:Drew.Hess@brentw.com)



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BUYER:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

SELLER:

Brentwood Industries, Inc.  
 500 Spring Ridge Drive  
 Reading, PA 19610

**Purchase Order No. \_\_\_\_\_**

This Purchase Order ("PO"), made this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, by and between \_\_\_\_\_ (Buyer) and Seller to purchase \_\_\_\_\_ (product) based upon Seller's Proposal \_\_\_\_\_.

Description of Product:	Quantity:	Unit Price USD
		TOTAL: \$            USD

Pricing does not include any sales tax if applicable. Payment terms are \_\_\_\_\_.

The initial submittal drawings will be furnished \_\_\_\_\_ weeks after Seller's receipt of executed purchase order and necessary structural information. Delivery shall be \_\_\_\_\_ weeks after release to manufacturing or approved submittal. Shipping terms in accordance with Seller's Proposal.

Seller's acceptance is expressly conditioned upon the sole inclusion and incorporation of Proposal \_\_\_\_\_ and Brentwood's Standard Terms and Conditions of Sale incorporated herein by reference. Each party to this PO agrees that Proposal \_\_\_\_\_ and Brentwood's Standard Terms and Conditions are the sole, controlling terms for this PO.

IN WITNESS WHEREOF, the parties hereto have executed this PO by their authorized representatives.

\_\_\_\_\_  
 (BUYER)

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 Brentwood Industries, Inc.

\_\_\_\_\_  
 DATE



## **Equipment Use Reimbursement Agreement**

The Equipment Reimbursement Agreement (Agreement) is made effective as of October 12, 2021, until June 30 2022, between the Hilton Creek Community Services District (HCCSD), 3222 Crowley Lake Drive, Crowley Lake, California 93546 and Billy's Snow Removal (BSR), 17 Sierra Springs Drive, Crowley Lake, California 93546, and states the agreement of the parties as follows:

### **Equipment Subject to Use Reimbursement**

Equipment Subject to the Agreement are listed on the attached Exhibit "A."

### **Payment Terms**

#### **Availability Fees**

The District will provide BSR an availability and equipment standby fee of \$12,000 from the time of contract execution through June 30 2022. This payment will occur in two parts consisting of

1. First payment due 15 days after contract execution
2. Second payment due on January 12, 2022

The District will also provide BSR an \$8,000 fee for 60 guaranteed hours of equipment operation from the contract execution date through June 30, 2022. This payment will occur in two parts consisting of

1. First payment due 15 days after contract execution
2. Second payment due on January 12, 2022

If BSR is unable to supply 60 hours of equipment operation, then the District will be reimbursed for the remaining hours at a rate of \$133.33 per hour.

### **Equipment Operator**

William Czeschin is the only authorized user of the equipment referenced in Exhibit "A" while working on HCCSD business.

### **Fuel Surcharge**

BSR is responsible for diesel costs for all rented equipment. If diesel prices at the Crowley Lake General Store Gas Station exceed \$5.50 per gallon on the day of equipment use, Hilton Creek Community Services district will provide a fuel reimbursement at a rate of +5% the base hourly rental rate. This fuel reimbursement is applicable at any amount of hours, including within the 60 hours guaranteed by the availability fee.

If Diesel costs at the Crowley Lake General Store Gas Station fall below \$4.00 per gallon two scenarios apply:

1. If within the 60 guaranteed hours covered by the availability fee a -5% hourly cost will be applied in the form of additional guaranteed "Hours" based on the rate of \$133.33 per hour.

2. If rental hours exceed the 60 hours guaranteed by the availability fee, a -5% hourly cost decrease will be applied to the base hourly rental rate of the equipment being used.

### **Care and Operation of Equipment**

BSR shall provide the equipment referenced in Exhibit "A" in compliance with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the equipment, including registration, licensing requirements, and liability insurance. HCCSD shall maintain liability insurance only to the extent of damage caused by HCCSD actions or use and not by equipment failure.

### **Maintenance and Repair**

BSR shall maintain, at BSR cost, the equipment in good repair and operating condition. Such costs shall include maintenance, labor, material, parts, and similar items.

### **Ownership and Status of Equipment**

The equipment is the personal property of BSR.

### **Equipment Availability**

Equipment shall be made available to HCCSD before any other entity on a priority basis.

### **Risk of Loss or Damage**

BSR assumes all risks of loss or damage to the equipment.

### **Liability and Indemnity**

Subject to the provisions of and as required by Government Code sections 825, 995.2, and all other statutory/case law conditions precedent to provision of defense and/or indemnification, the District shall indemnify and hold BSR harmless for any acts or decisions made in the course and scope of employment. BSR shall indemnify and hold HCCSD harmless from and against all liability for equipment failure due to maintenance negligence and any other work not directly related to HCCSD business.

### **Casualty Insurance**

BSR shall insure the equipment and provide liability insurance in an amount of at least one million dollars. BSR shall provide a certificate of insurance to HCCSD.

### **Notice**

All notices required or permitted under this Agreement shall be deemed delivered when delivered in person or by mail, postage prepaid, addressed to the following:

Hilton Creek Community Services District  
3222 Crowley Lake Drive  
Crowley Lake, California 93546



Billy's Snow Removal  
17 Sierra Springs Drive  
Crowley Lake, California 93546

**Assignment**

HCCSD shall not assign any interest in the equipment listed on Exhibit "A" to be used by anyone other than Billy Czeschin without BSR's prior written consent.

**Entire Agreement and Modification**

This Agreement constitutes the entire agreement between HCCSD and BSR. No modification or amendment of this Agreement shall be effective unless in writing and signed by both parties. The Agreement replaces any and all prior agreements between the parties.

**Governing Law and Venue**

This agreement shall be construed in accordance with the laws of the State of California. Subject to the arbitration provision below, to the extent that any Party brings an action to enforce the terms of this Agreement, such action shall be filed and prosecuted in the Superior Court for the County of Mono or the United States District Court for the Eastern District of California, to the extent of that Court's jurisdiction.

**Severability**

If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**Waiver**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**Dispute Resolution**

The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association in effect at the time the request for arbitration is made. The Parties understand that they are giving up their constitutional right to a trial by jury or to have the matter heard by a court.

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William Czeschin  
Owner Operator  
Billy's Snow Removal

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Date

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Steve Shipley  
Board of Directors, Chair  
Hilton Creek Community Services District

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Date

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Attest: Lorinda Beatty  
Board Secretary  
Hilton Creek Community Services District

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Date

**Exhibit "A"**

Equipment Rentals:

**WINTER SNOW REMOVAL**

- 621 Loader + Blower – \$300.00 per hour
- 621 Loader – \$125.00 per hour
- Skid Steer + Blower – \$200.00 per hour
- Skid Steer - \$75.00 per hour
- Cinder + Truck – \$65.00 per hour

**NON- SNOW REMOVAL**

- Backhoe – \$100.00 per hour
- 621 Loader – \$125.00 per hour
- Skid Steer – \$75.00 per hour
- Truck + Trailer – \$65.00 per hour