

## President's Report

11-8-16

### Water System

On October 23, 2016 our Operations & Compliance Analyst and Engineer submitted our CAP (Corrective Action Plan for the new water system) to Catrie Levenson at the County Environmental Health Department for approval.

We received approval and can now move forward and complete the Preliminary Engineers Report which is due by Dec 31.

Our consultants are anxious to complete the PER and move into the construction phase of the project as soon as possible. (and so are we!)

### Income Survey

The Board has been trying to talk to each member who has not completed their survey. This funding is greatly needed to prevent an increase to our monthly dues.

We still need 2 more income surveys to be considered for the \$100,000 grant for the plant construction. Please encourage any neighbor you know that has not completed a survey.

We are running out of time.

Please call me (775-771-5619) if you need a survey or have questions about filling it out. I'll even give you a stamp!!

### Water Quality

Water quality remains very good. Every time we have a storm, there is a hustle to keep the quality high but it is consistently good despite the "events".

Jerry Stinson  
President FPOA



**COUNTY OF NEVADA  
COMMUNITY DEVELOPMENT AGENCY  
ENVIRONMENTAL HEALTH DEPARTMENT**

950 MAIDU AVENUE, SUITE 170, NEVADA CITY, CA 95959-8617  
(530) 265-1222 FAX (530) 265-9853 [www.mynevadacounty.com](http://www.mynevadacounty.com)

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**OFFICIAL NOTICE**

To: Floriston Property Owners Association  
Floriston Water System  
22261 Juniper Street  
Floriston, CA. 96111

From: Nevada County Department of Environmental Health  
Small Public Water Systems Program

Date: November 4, 2016

Re: **Public Water System No. 2900502 – Corrective Action Plan to use Pall Microfiltration System**

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Dear Water Provider:

The Floriston Water Systems request to use the Pall Microfiltration system, pursuant to Title 22 of the California Code of Regulations, Section 64653 has been approved with the following conditions:

1. The system shall be installed and operated per the manufacturer's instructions.
2. The operational flux shall not exceed 120 gallons per square feet per day.
3. The transmembrane pressure shall not exceed 43.5 psi.
4. An updated operations plan shall be submitted to Nevada County Environmental Health for review and approval. The operations plan shall demonstrate the operation, trouble shooting, and cleaning of the system. The operations plan shall demonstrate that the cleaning chemicals shall be flushed from the system prior to the system being returned to production.
5. A Preliminary Engineering Report shall include timelines for this project and shall be submitted to Nevada County Environmental Health for approval by December 31, 2016.
6. Upon approval of the above documents and after installation, a final inspection shall be required. Upon completion of a final inspection the Floriston Water System shall apply to amend their State Domestic Drinking Water Permit and pay all applicable fees.

Please feel free to contact me via phone or email if you need any assistance or have questions regarding this notice.

Thank You,

Catrie Levenson, REHS, PHM  
Environmental Health Specialist  
Consumer Protection Division  
[Catrie.levenson@co.nevada.ca.us](mailto:Catrie.levenson@co.nevada.ca.us)  
530.265.1753 FAX 530.265.9853

Cc Darren Kitzmiller



Floriston Property Owners Association

22261 Juniper Street • Floriston, CA • 96111

October 22nd, 2016

Amy Irani, REHS  
Director of Environmental Health  
County of Nevada  
Environmental Health Division  
950 Maidu Avenue, Suite 170  
Nevada City, CA 95959-8617

### **Corrective Action Plan (CAP)**

As you are aware the Floriston Water System (System # 2900502) has not been meeting all regulatory requirements. Here are the requirements as stated in Compliance Order 06-03-16-COR-001:

1. Multibarrier treatment.
2. 2/3/4 Log removal for Cryptosporidium/Giardia/Viruses, through disinfection and filtration.
3. Use of an approved filtration technology.
4. Continuous turbidity monitoring.

There are several factors which have made operations challenging at the Floriston plant. These factors include:

- Weather events (rain and snow melt) result in high raw water turbidity, as the source is under surface water influence.
- The cartridge and bag filter system is not capable of meeting turbidity requirements during turbidity events, and clogs up very quickly.
- Plant flowrate and chlorine residuals were not properly managed, which resulted in failing to meet Chlorine Contact Time (CT) requirements.
- Chlorine and turbidity analyzers were not functioning and offline.
- The Circle Chart Recorder, which continuously records chlorine, turbidity and flowrate, was not calibrated correctly.

At this point in time we have resolved a few of the issues. The plant flowrate and chlorine residuals are being closely managed which has resulted in meeting CT requirements. The analyzers are on-line and recording data continuously on the Circle Chart Recorder. These are significant improvements, however, we understand there are standing issues involving filtration which still need to be resolved.



Several bag/cartridge filter systems have been considered, however, all indications point to needing a back-washable filter based on Floriston's source water quality. Multimedia filtration was looked at in detail, but significant challenges arose with this type of system. Those challenges are:

1. A large footprint - building space is limited.
2. More chemicals needed - for coagulation.
3. Backwash water management - large volumes, poor water quality, sludge management, etc.
4. The potential for inconsistent finished water quality - requires coagulant dosage changes during weather events.

After a considerable amount of analysis, research and discussions with regulators, industry experts, engineers and experienced operators, **Floriston has selected a Pall Microfiltration System as the best way to meet all regulatory requirements.**

The California Department of Public Health (now the State Water Resources Control Board) approved the Pall system as an alternate filtration technology. They issue a 4-log removal credit for Cryptosporidium and Giardia, as well as a 0.5 log credit for Viruses (the remaining 3.5 log credit for viruses will come from disinfection contact time). These systems have a proven track record of meeting all regulatory requirements and is therefore presented as the Corrective Action Plan (CAP) for the Floriston Water System.

Please see the attached supporting documents. Upon Nevada County's approval of this CAP, our engineer will begin the Preliminary Engineering Report, which will include a timeline for the project. This CAP, along with the timeline, will be delivered to your office by December 31<sup>st</sup> 2016.

Please let us know if you have any questions. We look forward to hearing from you soon, as we are excited to move forward with this project.

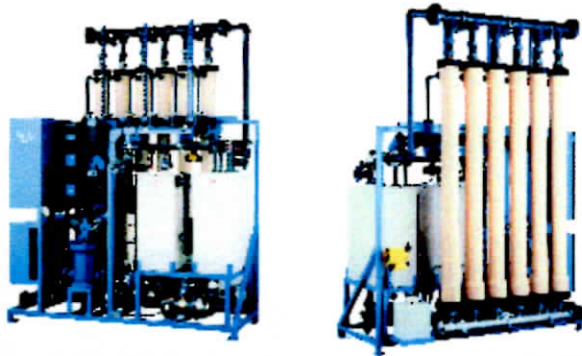
Thank you,



Darren Kitzmiller  
Floriston Chief WTP Operator

## TOWN OF FLORISTON, CA WATER FILTRATION SYSTEM

Budgetary Quote: June 14, 2016



### **60-GPM Membrane Filtration System Design** **Design Flux: 55 GFD** **Water Source: Spring Water**

#### **On-Skid Equipment:**

- ❑ (1) Skid-mounted Aria AP-2 Unit
- ❑ On-skid Module Rack for AP-2 Unit
- ❑ 3 Microfiltration Hollow Fiber Modules
- ❑ Feed/CIP Tank On-Skid
- ❑ Feed Pump with VFD - built into each Aria Unit
- ❑ Pre-Membrane Strainer - 300 Micron, built into each Aria Unit
- ❑ RF Tank On-skid
- ❑ RF Pump with VFD - built into each Aria Unit
- ❑ Hach 1720E Turbidimeter for Common Feed Monitoring
- ❑ Hach 660 LaserTrack Turbidimeter on each Filtrate Line
- ❑ UPS to protect PLC
- ❑ Control PANEL (Flex™ I/O blocks in each additional panel)
  - Disconnect and Q-Stop button
  - PanelView™ 700+ OIT
  - ControlLogix 5000 Series PLC
  - Ethernet
  - Devicenet

#### **Support Skids and System Components:**

- ❑ EFM/CIP System
- ❑ Compressed Air System (compressors and instruments, shipped loose)
  - 1 Atlas Copco GX Series Full Feature Compressors
  - 1 receiver ASME coded for 200 PSI
- ❑ Desktop Computer (Optional adder for \$15,000)
  - Dell Dimension Series
  - RS View 32 HMI
  - Data Reporting Excel Spreadsheet
  - Remote monitoring via PC Anywhere



Water Processing

**Services and Other Items Provided**

- ☐ Equipment General Arrangement Drawings
- ☐ Detailed Operating & Maintenance Manuals
- ☐ Site visits and personnel training
- ☐ Start-Up Assistance 1 trips and 5 Days.

**Total Budgetary Sale Price: \$225,000**

**Taxes**

Taxes are NOT included in the pricing. Any taxes, duties, tariffs of any type are for the account of the Purchaser.

**Freight**

Freight is not included in above price. Title passes at point of manufacturing (Cortland, NY).

**This Proposal is for discussion purposes only, does not constitute a binding agreement on either party, and remains subject to corporate approval by both parties. The information contained herein is deemed confidential and is not to be shared with any third party.**



## Pall Corporation (Western Hemisphere) Terms and Conditions of Sale - Systems

1. **Acceptance:** The Seller agrees to sell and the Buyer agrees to buy the totality of Seller's deliverable items and associated infrastructure and applications and all specified interfaces, if any (collectively, "System") and such purchase and sale and Seller's acceptance of Buyer's purchase order for Systems and any part thereof is subject to and limited to Seller's express terms and conditions of sale contained herein (including the Schedule of Commercial Terms, if one is attached hereto (the "Schedule")) and in any quotation, proposal, order acknowledgment form or similar document delivered by Seller to Buyer (the "Seller Acknowledgement Form") and any terms incorporated herein or therein by reference (collectively, "Seller's Terms and Conditions of Sale"). Any additional or different terms or any attempt by Buyer to vary in any degree any of Seller's Terms and Conditions of Sale are hereby objected to and shall be deemed material and not binding on Seller.
2. **Buyer and Seller Responsibilities:** The Buyer shall be responsible for correctly specifying and advising the Seller of its requirements for the System, including, where applicable, design specifications, and is responsible for any discrepancies, errors or omissions in drawings, documentation or other information supplied in writing by it, if any, or between such documents and any of the other documents forming part of this order. The Buyer agrees that the design specifications and requirements described in the Scope of Works in Item 4 of the Schedule (if one is attached) or otherwise in Buyer's documents delivered to Seller correctly represent the Buyer's requirements for the System as advised to the Seller, and acknowledges that the Seller's supply of the System will be based on such design specification and requirements.

It is the Buyer's sole responsibility to ensure that its premises are safe and suitable for the installation and operation of the System or performance of any associated services. When requested and appropriate, and at the Buyer's cost, the Seller shall, prior to delivery of any part of the System inspect the relevant premises to confirm that the premises are suitable for the installation and operation of any part of the System and, if Seller performs such inspection and determines that any aspect of any inspected premises is not suitable for the installation and operation of that part of the System, the Seller shall provide the Buyer with such information in writing and such assistance as may be necessary to enable the Buyer at its own cost to prepare the premises so that they are suitable for the installation and operation of the System.

The Buyer shall allow the authorized personnel of the Seller access to its premises during normal working hours for the purpose of performing its obligations under this order.

The Seller shall take reasonable care to ensure that, in the delivery and, if applicable, installation of the System, that the Seller does not interfere with the operations of the Buyer or its employees or any other contractor working on the premises.

If Seller is performing installation, oversight or commissioning services and, in the reasonable opinion of the Seller, it is necessary to remove or disconnect any existing equipment of the Buyer in order to install or commission the System, the Seller shall give the Buyer reasonable prior notice of such requirements and the Buyer shall provide the Seller, at Buyer's cost, with such assistance as is reasonably necessary to facilitate such removal or disconnection.

Standard terms of sale include two sets of operating instructions in Seller's standard electronic format. If additional sets or alternative formats are required, they are available at an additional charge. Upon receipt of request for additional sets, a price quotation will be forwarded.



3. **Delivery & Title:** Seller reserves the right to make partial deliveries and to ship Systems (or parts thereof) as they become available, in advance of the quoted delivery date. If the System is to be delivered in installments, then insofar as parts of the System are subject to the same purchase order, the order will be treated as a single contract and not severable. The delivery and/or shipping schedule is the best estimate possible based on conditions existing at the time of Seller's acceptance of the order or Seller's quotation and receipt of all specifications, as applicable, and in the case of non-standard items, any such date is subject to Seller's receipt of complete information necessary for design and manufacture. Seller assumes no liability whatsoever, including loss of use or for any other direct, indirect, or consequential damages due to delays.

Unless otherwise mutually agreed to in writing signed by both Seller and Buyer:

- i. Delivery from Seller's factory, or sub-contracted fabricator, or designated shipment point (collectively, "Seller's Shipment Point") to Buyer's specified destination shall be FCA (Free Carrier) Incoterms 2000 Seller's Shipment Point. Title and risk of loss pass at the point when the System or parts thereof are loaded on the conveyance (i.e., Common Carrier, Licensed Trucker or Rail Car) at the Seller Shipment Point (provided that Seller shall retain a security interest over such Systems or part thereof (and shall be entitled to require Buyer to deliver the Systems and/or part thereof to Seller or its designee and, if Buyer fails to do so, to enter the premises of Buyer or any third party where the Systems and/or part thereof are stored and repossess the Systems and/or part thereof) until payment in respect of the Systems or part thereof, as the case may be, is received by Seller, its sub-contracted fabricator or designated shipment point) and Buyer has the obligation to insure once title passes.
  - ii. Unless otherwise directed by Buyer, Seller will, at Buyer's risk and expense, arrange for the delivery of the System or parts thereof to Buyer's site/facility. Buyer will pay, or reimburse Seller for all freight charges, taxes, duties, entry fees, brokers fees, special, miscellaneous and all other ancillary charges and special packaging charges.
4. **Prices:** The price for the System and/or parts and/or installation, oversight or commissioning services thereof shall be Seller's quoted price. Except as may be specifically provided in Seller's quotation or proposal or the Schedule (if one is attached), all prices are subject to change without notice.
5. **Taxes:** All prices are exclusive of any applicable federal, state or local sales, use, excise or other similar taxes, including, without limitation, value added tax, goods and services tax or other similar tax. All such taxes will be for Buyer's account and will be paid by Buyer to Seller upon submission of Seller's invoices. Buyer agrees to make tax accruals and payments to the tax authorities as appropriate. If Buyer is exempt from any applicable sales tax or equivalent but fails to notify Seller of such exemption or fails to furnish its Sales Tax Exemption Number to Seller in a timely manner and the Seller is required to pay such tax, the amount of any such payment made by Seller will be reimbursed by Buyer to Seller upon submission of Seller's invoices.
6. **Payment:**
- i. Payment shall be made by Buyer in U.S. Dollars net thirty (30) days after invoice date, unless Purchase Order provides for installment payments. Installment payments will be made per the following schedule

- a. 20% upon earlier of (i) Seller being awarded project or (ii) delivery to Seller of the purchase order or (iii) Seller acknowledgment of the purchase order
  - b. 30% of contract value upon first submittal of drawings by Seller for approval.
  - c. 40% of contract value upon earlier of (i) date of shipment by Seller of the System (or components thereof if the order is for parts only) or (ii) date of Seller's notice that the System (or components thereof if the order is for parts only) is ready for shipment by Seller.
  - d. 10% of contract value upon the earlier of (i) first usable effluent being produced by the System, or (ii) 30 days from shipment of the System.
- ii. A monthly interest charge at the rate of one and one half percent or the maximum legal rate allowed by applicable law, whichever is lower, will be assessed on all past due payments calculated from the date of shipment.
- iii. Seller may, at any time or times, suspend performance of any order or require payment in cash, security or other adequate assurance satisfactory to Seller when, in Seller's opinion, the financial condition of Buyer or other grounds for insecurity warrant such action.
- iv. All sales are subject to the approval of Seller's credit department.
- v. Buyer may not setoff or try to setoff any amounts that may be claimed by Buyer against any amounts that are owed to Seller.

7. **Warranty, Limitation of Liability and Remedies:**

- i. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO ANY OF THE SYSTEMS (OR PARTS THEREOF), NOR IS THERE ANY OTHER WARRANTY EXPRESS OR IMPLIED, EXCEPT AS PROVIDED FOR HEREIN.
- ii. For a period of twelve months from the date of delivery by Seller (the "Warranty Period"), Seller warrants that Systems manufactured by Seller when properly installed and maintained, and operated at ratings, specifications and design condition, will comply with Seller's specifications for such System set forth in the Schedule (if one is attached), or provided by Seller to Buyer, or, in the absence of such specifications, such specifications as have been provided by Buyer to Seller and accepted in writing by Seller and included in the Seller Acknowledgment Form, at the time of the order.
- iii. Seller's liability under any warranty is limited solely (in Seller's discretion) to replacing, repairing or issuing credit for Systems (or parts thereof), which fail to meet the above warranty during the Warranty Period, up to the price received by Seller for such Systems (or parts thereof). Buyer shall notify Seller promptly in writing of any claims and provide Seller with an opportunity to inspect and test the System (or part thereof) claimed not to meet the above warranty. Buyer shall provide Seller with a copy of the original invoice for the System, and prepay all freight charges to return any System (or part thereof) to Seller's factory, or other facility designed by Seller. All claims must be accompanied by full particulars, including System operating conditions, if applicable.
- iv. If Seller shall perform any installation, oversight or commissioning services, such services shall be performed in a workmanlike manner, in accordance with applicable law and industry standards by qualified personnel; this warranty shall survive for thirty (30) days from the date the installation is completed. In the event of a warranty claim under this paragraph, Buyer shall inform Seller in



writing of the details of the claim within thirty (30) days of the completion of installation, oversight or commissioning services by Seller and Buyer's sole option and relief shall be for Seller, at Seller's discretion, to repeat the service at its own expense or refund the installation fee paid by Buyer, if any. If Seller determines that any warranty claim is not, in fact, covered by the foregoing service warranty contained in this paragraph, Buyer shall pay Seller its then customary charges for all services performed by Seller.

- v. In no event shall Seller be liable for any System (or parts thereof) altered or installed by someone other than Seller or for a System (or parts thereof) subjected to misuse, abuse, improper installation (other than by Seller), application, operation, maintenance or repair, alteration, accident, or negligence in use, storage, transportation or handling.
  - vi. In no event will Seller be liable for any damages, incidental, special, consequential, indirect, punitive or otherwise, including loss of profit, remanufacturing cost, rework cost, de-installation or re-installation cost, whatever the claim (tort, breach of contract or warranty or otherwise) and whatever the forum, whether arising out of or in connection with the manufacture, packaging, delivery, storage, use, installation, misuse or non-use of any of its Systems or parts thereof or their use or resale by Buyer or any other cause whatsoever. Without limiting the generality of the foregoing, in no event will Seller be liable for any costs, damages or expenses in excess of the price paid to Seller with respect to the System (or parts thereof) sold to Buyer under this Order.
  - vii. In no event shall Buyer be entitled to claim under this or other warranty if Buyer is in breach of its obligations, including payment, hereunder.
- 8. **Cancellation:** Buyer may not cancel its order after Seller's acceptance unless all the details are approved in writing by the parties, including Buyer's agreement to pay a stated amount of termination charges.
  - 9. **System Returns:** Systems or parts thereof may not be returned for any reason without prior written authorization and shipping instructions from Seller. Systems (or parts thereof) shipped without Seller's authorization shall be returned at Buyer's expense. Credit for any returned Systems or parts thereof is at the discretion of Seller after receipt and inspection of the Systems or parts thereof.
  - 10. **Claims:** Unless and then only to the extent that an acceptance test regime is provided for in the Scope of Works included in the Schedule (if one is attached), all claims for incorrect Systems or parts thereof must be made in writing within ten days after receipt of applicable part.
  - 11. **Variations:** Seller shall not implement any variations in the scope of work described in Seller's documentation unless Buyer and Seller agree in writing to the details of the variation and any resulting price, schedule or other contractual modifications. This includes any variations necessitated by a change in applicable law occurring after the effective date of any purchase order including these Terms and Conditions of Sale.
  - 12. **Patent or Trademark Infringement:** Buyer shall indemnify and defend, at its own expense, Seller against claims or liability for U.S. or applicable foreign patent or trademark or other intellectual property infringement and for product liability arising from the preparation or manufacture of a System or part thereof according to Buyer's specifications or instructions, or from Buyer's unauthorized use of Seller's System or part thereof or from any changes or alterations to Seller's System or part thereof made by persons other than Seller.



13. **Ownership of Materials:** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall at all times remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material to the extent necessary and solely for Buyer's use of the System purchased by Buyer from Seller hereunder. Buyer shall not disclose any such material to third parties without Seller's prior written consent. As a condition to Seller's delivery to Buyer of the System and/or parts thereof, Buyer shall not, directly or indirectly, and shall cause its employees, agents and representatives not to: (i) alter or modify the System and/or parts thereof, (ii) disassemble, decompile or otherwise reverse engineer or analyze the System and/or parts thereof, (iii) remove any product identification or proprietary rights notices, (iv) modify or create derivative works, (v) otherwise take any action contrary to Seller's rights in the technology and intellectual property relating to the System and/or parts thereof, (vi) assist or ask others to do any of the foregoing.
14. **Export:** As a condition to Seller's delivery to Buyer of the System and/or parts thereof, Buyer agrees, with respect to the exportation or resale of the System, and/or parts thereof by Buyer, to comply with all requirements of the International Traffic in Arms Regulations ("ITAR") and the Export Administration Regulations ("EAR"), regulations issued thereunder and any subsequent amendments thereto, and all other National, including, but not limited to, European, government laws and regulations on export controls, including laws and regulations pertaining to export licenses, restrictions on export to embargoed countries and restrictions on sales to certain persons and/or entities.
15. **Entire Agreement:** Seller's Terms and Conditions of Sale and the Confidentiality Agreement, if any, are the entire agreement of the parties and they may not be modified except in writing signed by a duly authorized representative or officer of Seller.
16. **Quotation:** All quotations by Seller are subject to change or withdrawal without prior notice to Buyer, unless otherwise specifically stated in Seller's quotation or proposal. Quotations are made subject to approval by Seller of Buyer's credit. All sales, contracts and orders become effective only if and when approved and accepted in writing by Seller by the issuance of its Seller Acknowledgment Form.
17. **Confidentiality:** If Seller discloses or grants Buyer access to any research, development, technical, economic, or other business information of "know-how" of a confidential nature, whether reduced to writing or not, Buyer will not use or disclose any such information to any other person or company at any time, without Seller's prior written consent. In the event that Buyer and Seller have entered into a separate confidentiality agreement (the "Confidentiality Agreement"), the terms and conditions of such agreement shall take precedence over the terms of this paragraph.
18. **No Waiver:** Seller's failure to insist on Buyer's strict performance of the terms and conditions contained herein at any time shall not be construed as a waiver by Seller of performance in the future.
19. **Force Majeure:** Whenever performance by Seller of any of its obligations hereunder, is substantially prevented by reason of any act of God, strike, lock-out, or other industrial or transportation disturbance, fire lack of materials, law, regulation or ordinance, war or war conditions, or by reason of any other matter beyond its reasonable control, then such performance shall be excused, and deemed suspended during the continuation of such event and for a reasonable time thereafter, delayed, or adjusted accordingly.
20. **Validity:** If any provision of these Seller's Terms and Conditions of Sale is held by any competent authority to be invalid or unenforceable in whole or in any part, such provision

shall be ineffective, but only to the extent of such invalidity or unenforceability, without invalidating the remainder of such provision nor the other provisions, which shall not be affected.

21. **Governing Law:** These Seller's Terms and Conditions and the parties' agreement for sale of Systems and/or parts thereof and/or services relating thereto shall be governed by the laws of the State of New York, without regard to conflict of laws principles therein and the parties agree to submit to (and waive any objection on the grounds of inconvenient forum or otherwise) the jurisdiction of the Supreme Court of the State of New York, County of Nassau or the United States District Court for the Southern District of New York, which courts shall have exclusive jurisdiction to adjudicate and determine any suit, action or proceeding regarding or relating to these Terms and Conditions and the purchase and supply of the Systems and/or parts thereof or services relating thereto. A judgment, order or decision of those courts in respect of any such claim or dispute may be recognized and enforced by any courts of any state, country or other jurisdiction.