



**City of Sutherlin
Open Discussion/Plans & Reports
Monday, April 24, 2017
Civic Auditorium – 7:00 p.m.**

AGENDA

Mayor Todd McKnight
Council President Luzier
Councilors Boggs, Riggs, Stone, Tomlinson, and Vincent

- 1. CALL TO ORDER / FLAG SALUTE**
- 2. ROLL CALL**
- 3. PRESENTATIONS**
 - a. Special Recognition
- 4. AGENDA CONFIRMATION**
 - a. May 8, 2017 Agenda
- 5. a. COUNCIL PRIORITY PROGRESS REPORT
b. COUNCIL COMMENTS**
- 6. WORKSHOPS**
 - a. Emergency Operations Center
 - b. Operations & Maintenance Program – STEP System Inspection
 - c. Improved Solid Waste Concept
- 7. REPORTS**
 - a. Ford's Pond Community Park Master Plan Update
- 8. ADJOURN**

Members of the audience who wish to address the Council will be invited to do so. Speakers must use the microphone stating their name and address prior to addressing the Council.



Call to Order & Flag Salute





ROLL CALL





Presentations and/or Proclamations





Special Recognition (verbal)





AGENDA CONFIRMATION





**City of Sutherlin
Regular Council Meeting
Monday, May 8, 2017
Civic Auditorium – 7:00 p.m.
AGENDA**

Mayor Todd McKnight
Council President Luzier
Councilors Boggs, Riggs, Stone, Tomlinson, and Vincent

1. CALL TO ORDER / FLAG SALUTE

2. ROLL CALL

3. INTRODUCTION OF MEDIA

4. PUBLIC COMMENT

[The purpose of citizen comment is to allow citizens to present information regarding agenda items only. A time limit of three minutes per citizen shall apply.]

5. PRESENTATIONS

- a. Sutherlin FFA Recognition

6. CONSENT AGENDA

- a. April 10, 2017 Minutes – Regular Meeting
- b. April 10, 2017 Minutes – Workshop
- c. April 24, 2017 Minutes – Workshop

7. PUBLIC HEARING

- a. State Revenue Sharing

8. COUNCIL BUSINESS

- a. Resolution 2017.05 – Adoption of 2017 – 2018 Budget
- b. Resolution 2017.06 – Certifying City Services
- c. Resolution 2017.07 – Election to Receive State Revenue Sharing
- d. Ordinance – Business Registration & Building Safety Inspections (first reading, title only)
- e. SBR Pre-load Change Order Approval

9. COUNCIL COMMENTS

10. PUBLIC COMMENT

[The purpose of citizen comment is to allow citizens to present information regarding items off the agenda. A time limit of three minutes per citizen shall apply.]

11. ADJOURN

Members of the audience who wish to address the Council will be invited to do so. Speakers must use the microphone stating their name and address prior to addressing the Council.



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COUNCIL PRIORITY PROGRESS REPORTS

COUNCIL COMMENTS





WORKSHOP





Emergency Operations Center (verbal)





City of Sutherlin

STAFF REPORT					
Re: Septic Tank Effluent Pump (STEP) System Operations & Maintenance program				Meeting Date: 4-24-2017	
Purpose:	Action Item <input type="checkbox"/>	Workshop <input checked="" type="checkbox"/>	Report Only <input type="checkbox"/>	Discussion <input type="checkbox"/>	Update <input type="checkbox"/>
Submitted By: Brian Elliott, Community Development Director				City Manager Review <input checked="" type="checkbox"/>	
Attachments: STEP System Operations & Maintenance Documents					

WHAT IS BEING ASKED OF COUNCIL?

Conduct Council Workshop to review current and future Service Agreement Contract with Orenco Systems Incorporated for the STEP system Operations and Maintenance System.

EXPLANATION

The City Council will conduct a workshop to review and discuss the proposed Operation and Maintenance contract with Orenco Systems Incorporated. City of Sutherlin entered into a System Service Agreement in July 2006. Orenco would like to update the current contract and part of that contract is to increase their monthly fees from \$8.50 per unit per month to \$12.00 per unit per month. Currently we charge \$11.00 per month to each customer involved in this contract.

\$12,648 dollars of the current budget of \$23,800 dollars is strictly for the Orenco Contract. This does not include parts, labor, mileage and pumping solids from the STEP system tanks.

Staff would like to propose to council an O & M program to assume full responsibility for City wide STEP systems. With that being said we have over 35 years of combined experience in O & M of STEP systems.

The benefit to the City assuming full responsibility for the O & M of the STEP systems is to reduce finical impact to our users and to be self-sufficient financially.

OPTIONS

Not Applicable

SUGGESTED MOTION(S)

None

*file w/
Orenco
Knolls Estates*

Memo

Date: 2006, July 21
To: Bud Schmidt
From: Grant Denn
Subject: Contracts

B

Enclosure(s): Please review the enclosed contracts. All of the changes discussed should have been made. Please note that we have added an effective date of September 1, 2006 as Paragraph 3. We have also modified the address, modified Paragraph 5.1 to lock in the costs for three years and then have an opportunity in 2009 to make a change that will hold until the end of the contract in 2011. I believe that this addresses your concern for consistent pricing.

In addition, we have modified Paragraph 10.1 to increase notice of cancellation to 180 days as requested. We have also modified the Indemnity (Paragraph 9.0) to be mutual. Of course Scott (our Counsel) had several reasons to indemnify mutually.

If we have addressed your concerns satisfactorily, please sign both contracts and return to Orenco. We will sign both and return a signed copy to you within a few days.

Should you wish to discuss this further, please contact me. Thank you.

Grant

System Services Agreement



Orenco Systems*
Incorporated

*Changing the Way the
World Does Wastewater®*

814 AIRWAY AVENUE
SUTHERLIN, OREGON
97479

TOLL FREE:
800-348-9843

TELEPHONE:
541-459-4449

FACSIMILE:
541-459-2884

WEB SITE:
WWW.Orenco.COM

Parties: Orenco Systems, Inc. ("Orenco")
an Oregon Corporation
814 Airway Avenue
Sutherlin, Oregon 97479-9012

CCB: 129047
DEQ: 37858
Workers Compensation: 451147-130
Fed Tax ID: 93-0781063
Operator: Ken Godard, Class CIII, DEQ Certificate #4513

and

City of Sutherlin ("Customer")
126 E Central Avenue
Sutherlin, Oregon 97479
Contact: Bud Schmidt

Now, therefore, for and in consideration of the terms, provisions, covenants and conditions contained herein, the parties hereto agree as follows:

1.0 Performance of Services.

1.1 During the Term of this Agreement, Orenco shall perform the following services for the System:

- (a) Periodic Monitoring and Maintenance
- (b) Annual Regulatory Compliance Report
- (c) Alarm Response Program
- (d) Preventative and Reactive Maintenance and Repairs

1.2 Periodic Monitoring and Maintenance and Reporting shall be performed during normal business hours Monday through Friday (excluding national holidays) on a pre-scheduled basis and as Orenco deems necessary or advisable.

1.3 Orenco's performance of Periodic, Preventative, or Reactive Maintenance or Repairs may include, but is not limited to repair, replacement or addition of parts used in the System. Maintenance or Repairs at any one Site estimated to cost more than five hundred dollars (\$500.00) shall not be performed by Orenco without first receiving written authorization and approval from Customer. Maintenance or Repairs at any one Site estimated to cost less than five hundred dollars (\$500.00) may be performed as deemed necessary by Orenco without prior approval from Customer.

1.4 Orenco may, but shall not be required to provide Services hereunder if the Customer or End-user makes alterations or modifications to the System, misuses the System, attaches devices to it not supplied by its original supplier, or performs or attempts to perform any type of maintenance services on the System or any portion thereof. In the event that modification of the system is discovered, Orenco will immediately report findings to the Customer.

- 1.5** During the Term hereof, Customer shall provide Orenco with access to the System, including electrical controls & disconnects, and with sufficient workspace required to perform the Services.
- 2.0 Definitions.** For purposes of this Agreement, the following definitions shall apply:
- 2.1** "System" shall mean only the sewer and/or effluent waste water system described on the attached Schedule A.
- 2.2** "Periodic Monitoring and Maintenance" shall mean the monitoring and maintenance services described on Schedule B attached hereto and by this reference specifically made a part hereof to be performed by Orenco on and with respect to the System.
- 2.3** "Annual Regulatory Compliance Report" shall mean preparing periodic Maintenance Summary Sheets or special reports.
- 2.4** "Alarm Response Program" shall mean a program to allow Customer to contact Orenco 24 hours a day to request repairs.
- 2.5** "Preventative and Reactive Maintenance and Repairs" shall mean the maintenance and repair services to be performed by Orenco on and with respect to the System not included as Periodic Monitoring and Maintenance including, but not limited to, services associated with End-user Abuse.
- 2.6** "Inspection, Testing, and As-Built Preparation" shall mean final review of installed unit, written certification that the unit is working as designed, and preparation of as-built documents for future needs.
- 2.7** "Additional Services" shall mean any services provided by Orenco to Customer in addition to those listed in paragraph 1.1.
- 2.8** "Effective Date" shall mean the date of this Agreement as written above.
- 2.9** "Normal Business Hours" shall mean Monday through Friday from 8:00 a.m. - 5:00 p.m. Pacific Time, excluding national holidays and the Friday following Thanksgiving.
- 2.10** "Unit(s)" shall mean individual on lot pumping or filter packages.
- 2.11** "Sites" shall mean the individual residential parcel.
- 2.12** "End-user Abuse" shall mean misuse of the system causing damage or failure that would not occur through normal operation. Examples of End-user Abuse include, but are not limited to, turning off power to the system causing an overflow, severing of a service lateral causing discharge or spill, or discharging of solid waste into the interceptor tanks, causing excessive system pump outs.
- 3.0 Effective Date.** This Agreement shall become effective September 1, 2006.
- 4.0 Term of Agreement.** This Agreement shall be for a period of five (5) years after the Effective Date in paragraph 3.0, unless otherwise terminated or canceled by either party as provided herein.
- 5.0 Charges.**
- 5.1** The charges which the Customer shall pay Orenco for the performance of the Services shall be set forth on Schedule C. Such charges shall remain in effect for the term of this Agreement, except that Orenco may increase all or any of the charges for those Services shown on Schedule A by giving the Customer written notice at least sixty (60) days before March 1, 2009, to become effective July 1, 2009 and remain in effect for the remainder of the term.
- 5.2** Orenco's responsibility to provide service is limited to the on-lot portion of the collection system. The collection mains and services outside of the individual properties will remain the responsibility of the Customer. In the event of End-user Abuse, Orenco shall notify Customer of such Abuse, and Customer will be responsible for collecting fees from the individual End-users. In the absence of a City ordinance that allows for such fee collection, Orenco will assist Customer in preparing language for an ordinance to aid in the enforcement of End-user Abuse.
- 5.3** The charges which the Customer shall pay Orenco for the performance of Preventative and Reactive Maintenance and Repairs (including charges for services associated with End-user Abuse) or

Additional Services shall be at Orenco's standard rates for time and travel. The current standard rates for time and travel are set forth on Schedule C, Table 2.

5.4 All charges shall be due and payable within thirty (30) days of the Customer's receipt of Orenco's invoice therefore. The Customer shall pay Orenco a late payment charge of 1.5% per month, or the maximum rate permitted by applicable law, whichever is less, on any unpaid amount for each calendar month or fraction thereof that any payments to Orenco are in arrears.

6.0 Certification of System. The Customer shall permit Orenco to inspect any existing unit to determine if it is in good working order. Based on such inspection, at the discretion of Customer, Orenco may either (i) require the Customer to perform such maintenance or upgrade on the unit as Orenco may deem necessary, or (ii) perform such maintenance or upgrade on the unit itself. Any such maintenance services provided by Orenco under this Section 6 shall be billed by Orenco to the Customer at Orenco's standard rates for time, materials and travel. Orenco will provide notification of rejection to owner within 24 working hours of rejection. Failure to upgrade may cause Orenco, at its sole discretion, to reject inclusion of the unit as part of this agreement, or alternatively may propose a different fee structure for monitoring and maintenance of the unit.

6.1 Orenco shall install the Orenco pump package into the interceptor tank at each site or pre-approve any installing contractor for this service. Prior to Orenco commencing this work, it is the responsibility of the installing contractor to ensure that the tank has been set, backfilled, and connected to the building sewer. The charge for the installation service is borne by the property owner or contractor.

6.2 Customer shall refer potential End-users or contractors to Orenco to determine proper siting of the tank for maintenance purposes. In the event a system is installed without the knowledge of Orenco, Orenco reserves the right to inspect the system per paragraph 6.0 above.

7.0 Warranty. Orenco warrants that the Services and Additional Services shall be performed in a good and workmanlike manner and that Orenco will correct any System errors, malfunctions, or defects directly caused by Orenco's failure to perform the Services and Additional Services in such manner. Orenco does not warrant that the System will meet the Customer's needs or be free of failure, errors, malfunctions or defects or that the Customer's use of the System will be uninterrupted. Except and to the extent expressly provided otherwise in this Agreement, and in lieu of all other warranties, there are no warranties of any kind, either expressed, implied or statutory, including but not limited to warranties of quality, performance, non-infringement, merchantability or fitness for a particular purpose, nor are there any warranties created by course of dealing, course of performance or trade usage. The foregoing exclusions and disclaimers are an essential part of this Agreement.

8.0 Limitation of Liability. The sole liability of Orenco under this Agreement shall be to correct any errors, malfunctions or defects in the System directly caused by Orenco's failure to perform the Services and Additional Services in a good and workmanlike manner pursuant to Section 7 above; provided, however, in no event shall Orenco's liability to the Customer hereunder exceed the total of the amounts paid to Orenco hereunder by the Customer. In no event shall Orenco be liable to the Customer or any third-party claimant for any indirect, special, punitive, consequential or incidental damages or lost profits arising out of or related to this Agreement or the performance or breach thereof, whether based upon a claim or action of contract, warranty, negligence or strict liability or other tort, breach of any statutory duty, indemnity, or contribution or otherwise, even if Orenco has been advised of the possibility of such damages.

9.0 Indemnity. Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions or those of its officers, agents or employees to the full extent required by law and agrees to hold the other party free and harmless from and against any and all claims, demands, liabilities, actions, losses, and damages of whatsoever kind or nature arising out of this Agreement.

10.0 Termination/Cancellation.

10.1 This Agreement may be terminated or cancelled in the following circumstances:

- (a) By either party at any time and for any or no reason upon one hundred eighty (180) days' prior notice from one party to the other.
- (b) Upon written notice by one party effective as of the effective date thereof if the other party is in default of any provision of this Agreement and such default is not cured by the defaulting party within fifteen (15) days after the effective date of said notice from the non-defaulting party.
- (c) Upon written notice by one party effective as of the date of the voluntary filing by the other party or, if not dismissed within ninety (90) days, the filing against the other party, of a petition in bankruptcy or a petition for reorganization, any assignment by such other party for the benefit of creditors, the appointment of a receiver or a trustee for such other party, or the placement of such other party's assets in the hands of a trustee or receiver.
- (d) By Orenco immediately and without notice in the event that any permit, license or certificate required by law or regulation to be held by the Customer is for any reason denied, revoked or not renewed.

10.2 In the event of any termination or cancellation of this Agreement by Orenco, Orenco shall have the right to:

- (a) Declare all amounts owed to Orenco to be immediately due and payable;
- (b) Cease performance of all Services and Additional Services without liability to the Customer.

10.3 In the event of any termination or cancellation of this Agreement by the Customer, the Customer shall have the right to:

- (a) Discontinue utilizing Orenco for the performance of Services and Additional Services.

10.4 The foregoing rights and remedies shall be cumulative and in addition to all other rights and remedies provided a party at law or in equity.

11.0 Miscellaneous Provisions.

11.1 This Agreement is personal in nature and may not be delegated, assigned or transferred by either party without the prior written consent of the other party.

11.2 This Agreement terminates and supersedes all other agreements between the parties and constitutes the entire understanding between them. This Agreement cannot be changed, modified, or varied except by written instrument duly executed by both parties, except that Orenco may increase the charges for Services without execution of a written instrument as provided in Section 5.1 above.

11.3 The failure of either party to insist on strict performance of this Agreement by the other shall not be construed as a waiver of the right to insist on such performance and no waiver by either party to any breach by the other of any provision hereof shall be deemed a waiver of any other prior or subsequent breach.

11.4 The laws of the State of Oregon shall govern this Agreement.

11.5 If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees incurred in preparation or in prosecution or defense of such suit or action as fixed by the trial court, and if any appeal is taken from the decision of the trial court, reasonable attorneys' fees as fixed by the appellate court.

11.6 Time is of the essence for each and every provision of this Agreement.

11.7 The schedules referenced in this Agreement are a part of this Agreement as if fully set forth in this Agreement.

11.8 Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the addresses shown on the first page of this Agreement. Any notice or other communication shall be deemed given at the expiration of the second day after the date of deposit in the United States mail. The addresses to which notice or other communications shall be mailed may be changed from time to time by giving written notice to the other party as provided in this paragraph 11.8.

This Agreement has been duly executed by the undersigned and made effective on the date listed above in Section 3.0:

ORENCO

ORENCO SYSTEMS, INC.
an Oregon corporation
814 Airway Avenue
Sutherlin, Oregon 97479

CUSTOMER

CITY OF SUTHERLIN
126 E Central Avenue
Sutherlin, Oregon 97479

By: _____

Its: Vice President

Date: 27 July 06

By: _____

Its: City Manager

Date: July 21, 2006

Schedule A: Description of System

Knolls Estates is a privately owned subdivision located along the Western edge of the City of Sutherlin. The System consists of an effluent sewer collection network of individual pump or gravity interceptor tanks located on private parcels connected to a network of collection piping. The collection piping network consists of 2" and 3" piping and related appurtenances — mainline isolation valves and air release assemblies. For this System, responsibility by Orenco is limited to the on-lot portion of the collection system from the inlet of the interceptor tank to the property line (the End-user is responsible for getting their sanitary waste into the tank). Orenco will not be responsible for the building sewer plumbing, nor the main collection piping located in the streets and common property areas. Building sewer plumbing is the responsibility of the End-user. The main line collection piping and appurtenances shall be the responsibility of the Customer.

Schedule B: Description of Services

Periodic Monitoring and Maintenance — Individual On-Lot Units

Orenco will ensure that the units are continually monitored and maintenance personnel dispatched when necessary. VeriComm® telemetry controls will be installed on each unit. This feature will control the unit, signal an alarm by calling for service, track flows to locate potential inflow events, and proactively notify the maintenance entity in the event of any abnormal occurrence. Therefore the use of VeriComm® will provide for 24/7 unit monitoring. Fees for this service are included in the fee structure set forth in Schedule C, Table 1.

As part of the base fee, Orenco will visit each site during the first year and a minimum of every three years thereafter to inspect and test pumping equipment, clean the filter if necessary, and measure sludge and scum accumulations. Orenco will determine need for pumping and work with the Customer to dispatch a septage removal service when needed, at Customer's expense. In the case of an emergency, Orenco will notify the Customer immediately. The Customer shall provide an after-hours number to ensure that this service is available when necessary.

Periodic Monitoring and Maintenance — Collection Network

Orenco will provide periodic maintenance of the main line collection network, including semi-annual exercising of mainline valves. The fee for this service is included in the fee structure set forth in Schedule C, Table 1.

Annual Regulatory Compliance Report

Orenco will prepare and submit an annual report outlining O&M services provided in the fiscal year, a summary of repairs done, maintenance cost summaries, and certification that the System has been properly operated by a licensed entity. The fee for this service is included in the fee structure set forth in Schedule C, Table 1.

Alarm Response Program

This program ensures there is access to Orenco maintenance personnel 24 hours per day, 7 days per week for service calls or to address complaints from the individual property owners or Customer. Orenco personnel will respond to alarm calls during normal business hours whenever possible, however, they will be available at any time, day or night for the maintenance needs of the System. The fees for this access service are included in fee structure set forth in Schedule C, Table 1. Any Preventative or Reactive Maintenance or Repairs associated with findings from alarm calls are subject to the fee structure set forth in Schedule C, Table 2.

Orenco will respond immediately, 24 hours per day, 7 days per week to address any report of suspected wastewater surfacing. Orenco shall report any instance of wastewater surfacing orally (by telephone) within 24 hours of discovery. During normal business hours the Customer will be notified and then the Department of Environmental Quality Regional office shall be called. Outside of normal business hours, the Customer shall be notified and then the Department shall be contacted through the Oregon Emergency Response System at 1-800-452-0311.

Schedule C: Fees for Services

Table 1: Fee for Operation and Maintenance with VeriComm®

Item	Fee
Standard Onsite Services	\$8.50 per month per residence

Orenco will provide Standard Onsite Services for the operation and maintenance of the System with VeriComm® for the fee shown in Table 1 above. This fee is per month per residence connected to the System. The Standard Onsite Services Fee includes Periodic Monitoring and Maintenance of Individual On-Lot Units and the Collection Network, preparation of an Annual Regulatory Compliance Report, and access to an Alarm Response Program. Although pumping needs are determined by Orenco, costs for such services are not included in the Standard Onsite Services Fee, and are to be borne by the Customer.

Table 2: Rates for Preventative and Reactive Maintenance and Repairs and Other Additional Services

Position	Preferred Customer Rate
Project Manager	\$120 per hour
Junior Engineer	\$ 80 per hour
Clerical/Administrative	\$ 25 per hour
Operator	\$ 45 per hour

Orenco will provide Preventative and Reactive Maintenance and Repairs, including services associated with End-user Abuse, and perform any other Additional Services requested by Customer, at hourly rates shown in Table 2 above. Materials for such services will be billed at Orenco's list price in effect at the time, minus ten percent (10%).

System Services Agreement Terms and Conditions

Parties:
("ORENCO") Orenco Systems Incorporated, an Oregon corporation
814 Airway Avenue
Sutherlin, Oregon 97479-9012

CCB 129047
DEQ 37858
Workers Compensation 451147-130
Fed Tax ID 93-0781063
Operator: Ken Godard, Class CIII, DEQ certificate #4513

And:
("Customer") City of Sutherlin
PO Box 459
Sutherlin, OR 97479
Contact: Dan Huff

NOW, THEREFORE, in consideration of the terms, provisions, covenants and conditions contained herein, the parties hereto agree as follows:

1.0 Performance of Services.

1.1 ORENCO shall perform the following services;

- (a) Periodic Monitoring and Maintenance
- (b) Annual Regulatory Compliance Report
- (c) Alarm Response Program
- (d) Preventative and Reactive Maintenance and Repairs

1.2 Periodic Monitoring and Maintenance and Reporting shall be performed during normal business hours Monday through Friday (excluding national holidays) on a pre-scheduled basis and as ORENCO deems necessary or advisable.

1.3 ORENCO's performance of the Periodic Monitoring and Maintenance may include repair, replacement or addition of parts used in the System. Maintenance or Repairs at any one Site estimated to cost more than five hundred dollars (\$500.00) shall not be performed by Orenco without first receiving written authorization and approval from Customer. Maintenance or Repairs at any one Site estimated to cost less than five hundred dollars (\$500.00) may be performed as deemed necessary by Orenco without prior approval from Customer.

- 1.4** ORENCO may, but shall not be required to provide Services hereunder if the Customer or End –user makes alterations or modifications to the System, misuses the System, attaches devices to it not supplied by its original supplier, or performs or attempts to perform any type of maintenance services on the System or any portion thereof. In the event that modification of the system is discovered, Orenco will immediately report findings to the Customer.
- 1.5** During the Term hereof, Customer shall provide ORENCO with access to the System, including electrical controls & disconnects, and with sufficient workspace required to perform the Services.
- 2.0** **Definitions.** For purposes of this Agreement, the following definitions shall apply:
- 2.1** "System" shall mean only the sewer and/or effluent waste water system described on the attached Schedule A.
- 2.2** "Periodic Monitoring and Maintenance " shall mean the monitoring and maintenance services described on Schedule B attached hereto and by this reference specifically made a part hereof to be performed by ORENCO on and with respect to the System.
- 2.3** "Annual Regulatory Compliance Report" shall mean preparing periodic Maintenance Summary Sheets or special reports.
- 2.4** "Alarm Response Program" shall mean a program to allow Customer to contact ORENCO 24 hours a day to request repairs.
- 2.5** "Inspection, Testing, and As-Built Preparation" shall mean final review of installed unit, written certification that the unit is working as designed, and preparation of as-built documents for future needs.
- 2.6** "Additional Services" shall mean any services provided by ORENCO to Customer in addition to those listed in paragraph 1.1.
- 2.7** "Effective Date" shall mean the date on which the final signature to execute the contract is obtained .
- 2.8** "Normal Business Hours" shall mean Monday through Friday from 8:00 a.m. - 5:00 p.m. Pacific Time, excluding national holidays and the Friday following Thanksgiving.
- 2.9** "Unit(s)" shall mean individual on lot pumping or filter packages.
- 2.10** "Sites" shall mean the individual residential parcel.
- 2.11** "End-user Abuse" shall mean misuse of the system causing damage or failure that would not occur through normal operation. Examples include, but are not limited to, turning off

power to the system causing an overflow, severing of a service lateral causing discharge or spill, or discharging of solid waste into the interceptor tanks, causing excessive system pump outs.

3.0 Term of Agreement. This Agreement shall be for a period of five (5) years after the Effective Date, unless otherwise terminated, amended, or canceled by either party as provided herein.

4.0 Amendments. This Agreement cannot be changed, modified, or varied except by written instrument duly executed by both parties, except that ORENCO may increase the charges for Services without execution of a written instrument as provided in Section 5.1.

5.0 Charges.

5.1 The charges which the Customer shall pay ORENCO for the performance of the Services shall be set forth on Schedule C. For each monthly invoice, ORENCO shall provide Customer with an itemized billing showing the address and services provided for each repair, call-out, or other action. ORENCO may increase all or any of the charges for those Services shown on Schedule A by giving the Customer written notice at least sixty (60) days before each yearly anniversary of the Effective Date of this Agreement.

5.2 Orenco's responsibility to provide service is limited to the on-lot portion of the collection system. The collection mains and services outside of the individual properties will remain the responsibility of the Customer. Charges for "End user abuse" will be charged to the Customer, who will be responsible for collecting fees from the individual End-users, pursuant to Schedule C.

5.3 The charges which the Customer shall pay ORENCO for the performance of Additional Services or "End user abuse" shall be at ORENCO's standard rates for time and travel. The current standard rates for time and travel are set forth on Schedule C.

5.4 All charges shall be due and payable within thirty (30) days of the Customer's receipt of ORENCO's invoice therefore. The Customer shall pay ORENCO a late payment charge of 1.5% per month, or the maximum rate permitted by applicable law, whichever is less, on any unpaid amount for each calendar month or fraction thereof that any payments to ORENCO are in arrears.

6.0 Certification of System. The Customer shall permit ORENCO to inspect any existing unit to determine if it is in good working order. Based on such inspection, at the discretion of the Customer, ORENCO may either (i) require the Customer to perform such maintenance or upgrade on the unit as ORENCO may deem necessary, or (ii) perform such maintenance or upgrade on the unit itself. Any such maintenance services provided by ORENCO under this Section 6 shall be billed by ORENCO to the Customer at ORENCO's standard rates for time, materials and travel. Orenco will provide notification of rejection to owner within 24 working hours of rejection. Failure to upgrade may cause ORENCO, at its sole discretion, to reject inclusion of the unit as part

of this agreement, or alternatively may propose a different fee structure for monitoring and maintenance of the unit.

- 6.1** Orenco shall install the Orenco pump package into the interceptor tank at each site or pre-approve any installing contractor for this service. Prior to Orenco commencing this work, it is the responsibility of the installing contractor to ensure that the tank has been set, backfilled, and connected to the building sewer. The charge for the installation service is borne by the property owner of contractor.
- 6.2** Customer shall direct potential End-users or contractors to Orenco to determine proper siting of the tank for maintenance purposes. In the event a system is installed without the knowledge of Orenco, Orenco reserves the right to inspect the system per paragraph 6.0 above.
- 7.0** **Warranty.** ORENCO warrants that the Services and Additional Services shall be performed in a good and workmanlike manner and that ORENCO will correct any System errors, malfunctions, or defects directly caused by ORENCO's failure to perform the Services and Additional Services in such manner. ORENCO does not warrant that the System will meet the Customer's needs or be free of failure, errors, malfunctions or defects or that the Customer's use of the System will be uninterrupted. Except and to the extent expressly provided otherwise in this Agreement, and in lieu of all other warranties, there are no warranties of any kind, either expressed, implied or statutory, including but not limited to warranties of quality, performance, non-infringement, merchantability or fitness for a particular purpose, nor are there any warranties created by course of dealing, course of performance or trade usage. The foregoing exclusions and disclaimers are an essential part of this Agreement.
- 8.0** **Indemnity.** ORENCO agrees to hold harmless, indemnify, and defend Customer, and its officers and employee from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or related to the acts or omissions of ORENCO or its officers, employees, subcontractors, or agents in performance of services pursuant to this Agreement. ORENCO agrees to name Customer as an additional insured. Customer agrees to hold harmless, indemnify, and defend ORENCO and its officers and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from, arising out of, or related to the acts or omissions of Customer or its officers, employees, subcontractors, or agents pursuant to this Agreement.
- 9.0** **Termination/Cancellation.**
- 9.1** This Agreement may be terminated or cancelled in the following circumstances:
- (a) By either party at any time and for any or no reason upon ninety (90) days' prior notice from one party to the other.

- (b) Upon written notice by one party effective as of the effective date thereof if the other party is in default of any provision of this Agreement and such default is not cured by the defaulting party within fifteen (15) days after the effective date of said notice from the non-defaulting party.
- (c) Upon written notice by one party effective as of the date of the voluntary filing by the other party or, if not dismissed within ninety (90) days, the filing against the other party, of a petition in bankruptcy or a petition for reorganization, any assignment by such other party for the benefit of creditors, the appointment of a receiver or a trustee for such other party, or the placement of such other party's assets in the hands of a trustee or receiver.
- (d) By ORENCO immediately and without notice in the event that any permit, license or certificate required by law or regulation to be held by the Customer is for any reason denied, revoked or not renewed.

9.2 In the event of any termination or cancellation of this Agreement by ORENCO, ORENCO shall have the right to:

- (a) Declare all amounts owed to ORENCO to be immediately due and payable;
- (b) Cease performance of all Services and Additional Services without liability to the Customer.

9.3 In the event of any termination or cancellation of this Agreement by the Customer, the Customer shall have the right to discontinue utilizing ORENCO for the performance of Services and Additional Services.

9.4 The foregoing rights and remedies shall be cumulative and in addition to all other rights and remedies provided a party at law or in equity.

10. Miscellaneous Provisions.

10.1 This Agreement is personal in nature and may not be delegated, assigned or transferred by either party without the prior written consent of the other party.

10.2 This Agreement terminates and supersedes all other agreements between the parties and constitutes the entire understanding between them.

10.3 The failure of either party to insist on strict performance of this Agreement by the other shall not be construed as a waiver of the right to insist on such performance and no waiver by either party to any breach by the other of any provision hereof shall be deemed a waiver of any other prior or subsequent breach.

10.4 The laws of the State of Oregon shall govern this Agreement.

- 10.5** If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees incurred in preparation or in prosecution or defense of such suit or action as fixed by the trial court, and if any appeal is taken from the decision of the trial court, reasonable attorney fees as fixed by the appellate court.
- 10.6** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of ORENCO and the Customer.
- 10.7** Time is of the essence for each and every provision of this Agreement.
- 10.8** The schedules referenced in this Agreement are a part of this Agreement as if fully set forth in this Agreement.
- 10.9** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the addresses shown on the first page of this Agreement. Any notice or other communication shall be deemed given at the expiration of the second day after the date of deposit in the United States mail. The addresses to which notice or other communications shall be mailed may be changed from time to time by giving written notice to the other party as provided in this Section 10.9.

ORENCO

CUSTOMER

ORENCO SYSTEMS INCORPORATED,
an Oregon corporation
814 Airway Avenue
Sutherlin, OR 97479

CITY OF SUTHERLIN
PO Box 459
Sutherlin, OR 97479

By: _____

[Signature]

Title : Vice President - General Counsel

Date: 2/15/12

2/15/12

Schedule A: Description of System

1. The South Calapooia Sanitary Effluent Sewer is a publicly owned sewer system that runs along South Calapooia, North and South of Hastings Avenue, and along Hastings Avenue to the manhole on Taylor Street. The System consists of a network of individual pump interceptor tanks located on private parcels connected to a network of collection piping. The collection piping network consists of 2" and 4" piping and related appurtenances – mainline isolation valves, air release assemblies, and odor control station. For this System, responsibility by ORENCO is limited to the on-lot portion of the collection system from the inlet of the interceptor tank to the property line (the End-user is responsible for getting their sanitary waste into the tank), the main collection piping located in the right-of-ways, including it's related appurtenances and odor control station. Orenco will not be responsible for the building sewer plumbing. Building sewer plumbing is the responsibility of the End-user.

2. Knolls Estates is a privately owned subdivision located along the Western edge of the City of Sutherlin. The System consists of an effluent sewer collection network of individual pump or gravity interceptor tanks located on private parcels connected to a network of collection piping. The collection piping network consists of 2" and 3" piping and related appurtenances – mainline isolation valves and air release assemblies. For this System, responsibility by ORENCO is limited to the on-lot portion of the collection system from the inlet of the interceptor tank to the property line (the End-user is responsible for getting their sanitary waste into the tank). ORENCO will not be responsible for building sewer plumbing, nor the main collection piping located in the streets and common property areas. Building sewer plumbing is the responsibility of the End-user. The main line collection piping and appurtenances shall be the responsibility of the Customer.

Schedule B: Description of Services

Periodic Monitoring and Maintenance — Individual On Lot Units & Odor Control Station

Orenco Systems will ensure that the units are continually monitored and maintenance personnel dispatched when necessary. VeriComm® telemetry controls will be installed on each unit. This feature will control the unit, signal an alarm by calling for service, track flows to locate potential inflow events, and proactively notify the maintenance entity in the event of any abnormal occurrence. Therefore the use of VeriComm will provide for 24/7 unit monitoring. Fees for this service are set forth in Schedule C, Table 1.

As part of the base fee, Orenco will visit each site during the first year and a minimum of every three years thereafter to inspect and test pumping equipment, clean the filter if necessary, and measure sludge and scum accumulations. Orenco will determine need for pumping and work with the Customer to dispatch a septage removal service when needed. In the case of an emergency, Orenco will notify the Customer immediately. The Customer shall provide an after-hours number to ensure that this service is available when necessary.

Annual Regulatory Compliance Report

Orenco will prepare and submit an annual report outlining O&M services provided in the fiscal year, a summary of repairs done, maintenance cost summaries, and certification that the System has been properly operated by a licensed entity. This annual report must be received by Customer no later than January 15th of each year. The fee for this service is included in the costs set forth in Schedule C, Table 1.

Alarm Response Program

This program ensures there is access to ORENCO maintenance personnel 24 hours per day, 7 days per week for service calls or to address complaints from the individual property owners or Customer. ORENCO personnel will respond to alarm calls during normal business hours whenever possible, however, they will be available at any time, day or night for the maintenance needs of the System. The fees for this service are covered in Schedule C, Table 1.

ORENCO will respond immediately, 24 hours per day, 7 days per week to address any report of suspected wastewater surfacing. ORENCO shall report any instance of wastewater surfacing orally (by telephone) within 24 hours of discovery. During normal business hours the Customer will be notified and then the Department of Environmental Quality (DEQ) Regional office shall be called. Outside of normal business hours, the Customer shall be notified and then the Department shall be contacted through the Oregon Emergency Response System at 1-800-452-0311. In no event shall Orenco notify the Customer later than twenty-four (24) days after the event. The Customer shall be responsible for filing the formal sanitary sewer overflow (SSO) report with DEQ.

Schedule C: Fees for Services

Initial Sinking Fund

This section removed from contract.

Periodic Monitoring and Maintenance — Individual On Lot Units

Orenco will provide this service for the fee shown below in Table 1. This fee is per month per residence connected to the System. Preventative and reactive maintenance calls are covered under the fee structure listed in Table 2. Materials will be billed for at Orenco's list price in effect at the time of the repair minus 10%.

Annual Regulatory Compliance Report

The fee for this service is included in the fee structure set forth in Table 1.

Alarm Response Program

The fee for this service is included in the fee structure set forth in Table 1.

Periodic Monitoring and Maintenance — Collection Network

Periodic maintenance of the main line collection network including semi-annual inspection of air release assembly and carbon filters, annual inspection of cleanouts, and annual exercising of mainline valves. The results and findings from monitoring and maintenance shall be provided to Customer in Orenco's annual report. The fee for this service is included in the fee structure set forth in Table 1.

Table 1: Fee for Operation and Maintenance with Vericomm™

Pumping need to be determined and scheduled by Orenco. Costs for service to be borne by Customer.

Item	Units	Fee/Unit
Individual Onsite w/ Pump System	per month	\$8.50

Commercial systems requiring additional treatment components before or after the individual onsite pump system will require an evaluation by Orenco Systems regarding cost of maintenance.

End-user Abuse

The Customer shall be responsible for charges associated with End-user Abuse as defined in paragraph 2.11. In the absence of a City ordinance that covers this, Orenco will assist the Customer in preparing language for an ordinance that will aid in the enforcement of End-user Abuse. Charges for Orenco services when responding to End-user Abuse are outlined in Table 3. As an alternative, the Customer may perform these repairs and services.

Table 2: Fee for Operation and Maintenance of Odor Control Station

Pumping will be determined and scheduled by Orenco and the costs for services to be borne by Customer.

Item	Units	Fee/Unit
Odor Control Station	Per month	\$11.00

Table 3: Hourly Rates for Orenco Services

Position	Preferred Customer Rate
Project Manager	\$120
Junior Engineer	\$80
Lead Operator	\$60
Clerical/Administrative	\$25

System Services Agreement Terms and Conditions

Parties:
("ORENCO") Orenco Systems Incorporated, an Oregon corporation
814 Airway Avenue
Sutherlin, Oregon 97479-9012

CCB 129047
DEQ 37858
Workers Compensation 451147-130
Fed Tax ID 93-0781063
O&M Supervisor Steve Miles OR DEQ Grade III Collections #12854

And:
("Customer") City of Sutherlin
126 East Central Avenue
Sutherlin, OR 97479
Contact: Brian Elliott

NOW, THEREFORE, in consideration of the terms, provisions, covenants and conditions contained herein, the parties hereto agree as follows:

1.0 Performance of Services.

1.1 ORENCO shall perform the following services;

- (a) Periodic Monitoring and Maintenance
- (b) Annual Regulatory Compliance Report
- (c) Alarm Response Program
- (d) Preventative and Reactive Maintenance and Repairs

1.2 Periodic Monitoring and Maintenance and Reporting shall be performed during normal business hours Monday through Friday (excluding national holidays) on a pre-scheduled basis and as ORENCO deems necessary or advisable.

1.3 ORENCO's performance of the Periodic Monitoring and Maintenance may include repair, replacement or addition of parts used in the System. Maintenance or Repairs at any one Site estimated to cost more than seven hundred and fifty dollars (\$750.00) shall not be performed by Orenco without first receiving written authorization and approval from Customer. Maintenance or Repairs at any one Site estimated to cost less than seven

hundred and fifty dollars (\$750.00) may be performed as deemed necessary by Orenco without prior approval from Customer.

- 1.4** ORENCO may, but shall not be required to provide Services hereunder if the Customer or End –user makes alterations or modifications to the System, misuses the System, attaches devices to it not supplied by its original supplier, or performs or attempts to perform any type of maintenance services on the System or any portion thereof. In the event that modification of the system is discovered, Orenco will immediately report findings to the Customer.
- 1.5** During the Term hereof, Customer shall provide ORENCO with access to the System, including electrical controls & disconnects, and with sufficient workspace required to perform the Services.
- 2.0** **Definitions.** For purposes of this Agreement, the following definitions shall apply:
- 2.1** "System" shall mean only the sewer and/or effluent waste water system described on the attached Schedule A.
- 2.2** "Periodic Monitoring and Maintenance " shall mean the monitoring and maintenance services described on Schedule B attached hereto and by this reference specifically made a part hereof to be performed by ORENCO on and with respect to the System.
- 2.3** "Annual Regulatory Compliance Report" shall provide copies of all site logs/FMRs.
- 2.4** "Alarm Response Program" shall mean a program to allow Customer or residential customer to contact ORENCO 24 hours a day to request repairs.
- 2.5** "Inspection, Testing, and As-Built Preparation" shall mean final review of installed unit, written certification that the unit is working as designed, and preparation of as-built documents for future needs.
- 2.6** "Additional Services" shall mean any services provided by ORENCO to Customer in addition to those listed in paragraph 1.1.
- 2.7** "Effective Date" shall mean the date on which the final signature to execute the contract is obtained.
- 2.8** "Normal Business Hours" shall mean Monday through Friday from 8:00 a.m. - 5:00 p.m. Pacific Time, excluding national holidays and the Friday following Thanksgiving.
- 2.9** "Unit(s)" shall mean individual on lot pumping or filter packages.
- 2.10** "Sites" shall mean the individual residential parcel.

2.11 “End-user Abuse” shall mean misuse of the system causing damage or failure that would not occur through normal operation. Examples include, but are not limited to, turning off power to the system causing an overflow, severing of a service lateral causing discharge or spill, or discharging of solid waste into the interceptor tanks, causing excessive system pump outs.

3.0 Term of Agreement. This Agreement shall be for a period of five (5) years after the Effective Date, unless otherwise terminated, amended, or canceled by either party as provided herein.

4.0 Amendments. This Agreement cannot be changed, modified, or varied except by written instrument duly executed by both parties, except that ORENCO may increase the charges for Services without execution of a written instrument as provided in Section 5.1.

5.0 Charges.

5.1 The charges which the Customer shall pay ORENCO for the performance of the Services shall be set forth on Schedule C. For each monthly invoice, ORENCO shall provide Customer with an itemized billing showing the address and services provided for each repair, call-out, or other action. ORENCO may increase all or any of the charges for those Services shown on Schedule A by giving the Customer written notice at least sixty (60) days before each yearly anniversary of the Effective Date of this Agreement.

5.2 Orenco’s responsibility to provide service is limited to the on-lot portion of the collection system. The collection mains and services outside of the individual properties will remain the responsibility of the Customer. Charges for “End user abuse” will be charged to the Customer, who will be responsible for collecting fees from the individual End-users, pursuant to Schedule C.

5.3 The charges which the Customer shall pay ORENCO for the performance of Additional Services or “End user abuse” shall be at ORENCO's standard rates for time and travel. The current standard rates for time and travel are set forth on Schedule C.

5.4 All charges shall be due and payable within thirty (30) days of the Customer's receipt of ORENCO's invoice therefore. The Customer shall pay ORENCO a late payment charge of 1.5% per month, or the maximum rate permitted by applicable law, whichever is less, on any unpaid amount for each calendar month or fraction thereof that any payments to ORENCO are in arrears.

6.0 Certification of System. The Customer shall permit ORENCO to inspect any existing unit to determine if it is in good working order. Based on such inspection, at the discretion of the Customer, ORENCO may either (i) require the Customer to perform such maintenance or upgrade on the unit as ORENCO may deem necessary, or (ii)

perform such maintenance or upgrade on the unit itself. Any such maintenance services provided by ORENCO under this Section 6 shall be billed by ORENCO to the Customer at ORENCO's standard rates for time, materials and travel. Orenco will provide notification of rejection to owner within 24 working hours of rejection. Failure to upgrade may cause ORENCO, at its sole discretion, to reject inclusion of the unit as part of this agreement, or alternatively may propose a different fee structure for monitoring and maintenance of the unit.

- 6.1** Orenco shall install the Orenco pump package into the interceptor tank at each site or pre-approve any installing contractor for this service. Prior to Orenco commencing this work, it is the responsibility of the installing contractor to ensure that the tank has been set, backfilled, leak tested and connected to the building sewer. The charge for the installation service is borne by the property owner of contractor.
- 6.2** Customer shall direct potential End-users or contractors to Orenco to determine proper siting of the tank for maintenance purposes. In the event a system is installed without the knowledge of Orenco, Orenco reserves the right to inspect the system per paragraph 6.0 above.
- 7.0** **Warranty.** ORENCO warrants that the Services and Additional Services shall be performed in a good and workmanlike manner and that ORENCO will correct any System errors, malfunctions, or defects directly caused by ORENCO's failure to perform the Services and Additional Services in such manner. ORENCO does not warrant that the System will meet the Customer's needs or be free of failure, errors, malfunctions or defects or that the Customer's use of the System will be uninterrupted. Except and to the extent expressly provided otherwise in this Agreement, and in lieu of all other warranties, there are no warranties of any kind, either expressed, implied or statutory, including but not limited to warranties of quality, performance, non-infringement, merchantability or fitness for a particular purpose, nor are there any warranties created by course of dealing, course of performance or trade usage. The foregoing exclusions and disclaimers are an essential part of this Agreement.
- 8.0** **Indemnity.** ORENCO agrees to hold harmless, indemnify, and defend Customer, and its officers and employee from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or related to the acts or omissions of ORENCO or its officers, employees, subcontractors, or agents in performance of services pursuant to this Agreement. ORENCO agrees to name Customer as an additional insured. Customer agrees to hold harmless, indemnify, and defend ORENCO and its officers and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from, arising out of, or related to the acts or omissions of Customer or its officers, employees, subcontractors, or agents pursuant to this Agreement.
- 9.0** **Termination/Cancellation.**

9.1 This Agreement may be terminated or cancelled in the following circumstances:

- (a) By either party at any time and for any or no reason upon ninety (90) days' prior notice from one party to the other.
- (b) Upon written notice by one party effective as of the effective date thereof if the other party is in default of any provision of this Agreement and such default is not cured by the defaulting party within fifteen (15) days after the effective date of said notice from the non-defaulting party.
- (c) Upon written notice by one party effective as of the date of the voluntary filing by the other party or, if not dismissed within ninety (90) days, the filing against the other party, of a petition in bankruptcy or a petition for reorganization, any assignment by such other party for the benefit of creditors, the appointment of a receiver or a trustee for such other party, or the placement of such other party's assets in the hands of a trustee or receiver.
- (d) By ORENCO immediately and without notice in the event that any permit, license or certificate required by law or regulation to be held by the Customer is for any reason denied, revoked or not renewed.

9.2 In the event of any termination or cancellation of this Agreement by ORENCO, ORENCO shall have the right to:

- (a) Declare all amounts owed to ORENCO to be immediately due and payable;
- (b) Cease performance of all Services and Additional Services without liability to the Customer.

9.3 In the event of any termination or cancellation of this Agreement by the Customer, the Customer shall have the right to discontinue utilizing ORENCO for the performance of Services and Additional Services.

9.4 The foregoing rights and remedies shall be cumulative and in addition to all other rights and remedies provided a party at law or in equity.

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10.1 This Agreement is personal in nature and may not be delegated, assigned or transferred by either party without the prior written consent of the other party.

10.2 This Agreement terminates and supersedes all other agreements between the parties and constitutes the entire understanding between them.

10.3 The failure of either party to insist on strict performance of this Agreement by the other shall not be construed as a waiver of the right to insist on such performance and no waiver by either party to any breach by the other of any provision hereof shall be deemed a waiver of any other prior or subsequent breach.

10.4 The laws of the State of Oregon shall govern this Agreement.

10.5 If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees incurred in preparation or in prosecution or defense of such suit or action as fixed by the trial court, and if any appeal is taken from the decision of the trial court, reasonable attorney fees as fixed by the appellate court.

10.6 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of ORENCO and the Customer.

10.7 Time is of the essence for each and every provision of this Agreement.

10.8 The schedules referenced in this Agreement are a part of this Agreement as if fully set forth in this Agreement.

10.9 Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the addresses shown on the first page of this Agreement. Any notice or other communication shall be deemed given at the expiration of the second day after the date of deposit in the United States mail. The addresses to which notice or other communications shall be mailed may be changed from time to time by giving written notice to the other party as provided in this Section 10.9.

ORENCO

CUSTOMER

ORENCO SYSTEMS INCORPORATED,
an Oregon corporation
814 Airway Avenue
Sutherlin, OR 97479

CITY OF SUTHERLIN
126 East Central Avenue
Sutherlin, OR 97479

By: _____

Title : _____

Date: _____

Schedule A: Description of System

1. The South Calapooia Sanitary Effluent Sewer is a publicly owned sewer system that runs along South Calapooia, North and South of Hastings Avenue, and along Hastings Avenue to the manhole on Taylor Street. The System consists of a network of individual pump interceptor tanks located on private parcels connected to a network of collection piping. The collection piping network consists of 2" and 4" piping and related appurtenances – mainline isolation valves, air release assemblies, and odor control station. For this System, responsibility by ORENCO is limited to the on-lot portion of the collection system from the inlet of the interceptor tank to the property line (the End-user is responsible for getting their sanitary waste into the tank) and odor control station. Orenco will not be responsible for the building sewer plumbing. Building sewer plumbing is the responsibility of the End-user.

2. Knolls Estates is a privately owned subdivision located along the Western edge of the City of Sutherlin. The System consists of an effluent sewer collection network of individual pump or gravity interceptor tanks located on private parcels connected to a network of collection piping. The collection piping network consists of 2" and 3" piping and related appurtenances – mainline isolation valves and air release assemblies. For this System, responsibility by ORENCO is limited to the on-lot portion of the collection system from the inlet of the interceptor tank to the property line (the End-user is responsible for getting their sanitary waste into the tank). ORENCO will not be responsible for building sewer plumbing, nor the main collection piping located in the streets and common property areas. Building sewer plumbing is the responsibility of the End-user. The main line collection piping and appurtenances shall be the responsibility of the Customer.

Schedule B: Description of Services

Periodic Monitoring and Maintenance — Individual On Lot Units & Odor Control Station

Orenco Systems will ensure that the units are continually monitored and maintenance personnel dispatched when necessary. VeriComm® telemetry controls will be installed on each unit. This feature will control the unit, signal an alarm by calling for service, track flows to locate potential inflow events, and proactively notify the maintenance entity in the event of any abnormal occurrence. Therefore the use of VeriComm will provide for 24/7 unit monitoring. Fees for this service are set forth in Schedule C, Table 1.

As part of the base fee, Orenco will visit each site during the first year and once every three years thereafter to inspect and test pumping equipment, clean the filter if necessary, and measure sludge and scum accumulations. Orenco will determine need for pumping and work with the Customer to dispatch a septage removal service when needed. In the case of an emergency, Orenco will notify the Customer immediately. The Customer shall provide an after-hours number to ensure that this service is available when necessary.

Annual Regulatory Compliance Report

Orenco will prepare and submit copies of all FMRs outlining O&M services provided in the fiscal year and certification that the System has been properly operated by a licensed entity. This annual report must be received by Customer no later than January 15th of each year. The fee for this service is included in the costs set forth in Schedule C, Table 1.

Alarm Response Program

This program ensures there is access to ORENCO maintenance personnel 24 hours per day, 7 days per week for service calls or to address complaints from the individual property owners or Customer. ORENCO personnel will respond to alarm calls during normal business hours whenever possible, however, they will be available at any time, day or night for the maintenance needs of the System. The fees for this service are covered in Schedule C, Table 1.

ORENCO will respond immediately, 24 hours per day, 7 days per week to address any report of suspected wastewater surfacing. ORENCO shall report any instance of wastewater surfacing orally (by telephone) within 24 hours of discovery. During normal business hours the Customer will be notified and then the Department of Environmental Quality (DEQ) Regional office shall be called. Outside of normal business hours, the Customer shall be notified and then the Department shall be contacted through the Oregon Emergency Response System at 1-800-452-0311. In no event shall Orenco notify the Customer later than twenty-four (24) days after the event. The Customer shall be responsible for filing the formal sanitary sewer overflow (SSO) report with DEQ.

Schedule C: Fees for Services

STEP Installations for new construction

Orenco will sell and install STEP pumping system components for residences and commercial sites that require such systems. All work orders will be generated by Orenco. The Knoll Estates subdivision is the primary location of such STEP systems in the City. The installation and associated costs for the STEP tank, risers, control panel power and phone line, building sewer line, service line, electrical conduit, backfill and final grading, are the responsibility of the owner. The STEP tank needs to be installed per manufacturer's instructions. All county and state codes must be followed in accordance with this type of system. The Knolls pump package is designated: PSA10-KNOLLS. The current price for this pump package and the labor to install it as of August 1, 2016 is \$2600.00 subject to change. Initial and final inspections and start-up of the system, will be performed by Orenco, which is also included in the above price.

Periodic Monitoring and Maintenance — Individual On Lot Units

Orenco will provide this service for the fee shown below in Table 1. This fee is per month per residence connected to the System. Preventative and reactive maintenance calls are covered under the fee structure listed in Table 2. Materials will be billed for at Orenco's list price in effect at the time of the repair minus 10%.

Annual Regulatory Compliance Report

The fee for this service is included in the fee structure set forth in Table 1.

Alarm Response Program

The fee for this service is included in the fee structure set forth in Table 1.

Periodic Monitoring and Maintenance — Collection Network

Periodic maintenance of certain main line collection systems including annual inspection of air release assembly and carbon filters. The results and findings from monitoring and maintenance shall be provided to Customer in the Orenco FMRs. The fee for this service is included in the fee structure set forth in Table 1.

Table 1: Fee for Operation and Maintenance with Vericomm™

Pumping need to be determined by Orenco. Costs for pumping service and scheduling to be borne by Customer.

Item	Units	Fee/Unit
Residential Onsite w/ Pump System	per month	\$12.00

All commercial systems maintenance and repairs shall be billed as time and materials.

End-user Abuse

The Customer shall be responsible for charges associated with End-user Abuse as defined in paragraph 2.11. In the absence of a City ordinance that covers this, Orenco will assist the Customer in preparing language for an ordinance that will aid in the enforcement of End-user Abuse. Charges for Orenco services when responding to End-user Abuse are outlined in Table 3. As an alternative, the Customer may perform these repairs and services.

Table 2: Fee for Operation and Maintenance of Odor Control Station

Pumping will be determined and scheduled by Orenco and the costs for services to be borne by Customer.

Item	Units	Fee/Unit
Odor Control Station	Per month	\$12.00

Table 3: Hourly Rates for Orenco Services

Position	Preferred Customer Rate
Project Manager	\$130
Junior Engineer	\$90
Field Service Technician	\$65
Clerical/Administrative	\$30
After hours call-outs	Refer to billing sheet



Administration
126 E. Central Avenue
Sutherlin, OR 97479
(541) 459-2856
Fax (541) 459-3281
www.ci.sutherlin.or.us

City of Sutherlin

Memo

To: City Council
From: Robb Corbett, City Manager
Date: June 9, 2010
Re: Orenco Fees for Knolls Estates

Councilor Klassen has previously requested information about the additional fees charged to residents of Knolls Estates for “Step Systems” that are currently in place at that location.

History

Knolls Estates was developed as a private neighborhood and with this designation they were approved for development using infrastructure standards that are not adopted or approved by the City at the time of development. These standards are described in the Sutherlin Municipal Code (SMC) 12.08. Installation of sewer systems also must comply with Oregon State law.

The installation of the Orenco Step System was approved by the State; however, the City was required by Oregon Department of Environmental Quality rules to own the step systems. For several reasons a deal was struck between the developer and the City that the maintenance would be done by contract with Orenco and the residents would be required to pay an additional fee to cover the cost of the contract.

To maintain these systems the City would have to maintain on hand a complete inventory of spare parts for all step systems under our control, as well as respond to call outs. Additionally, staff would have to be trained in the maintenance of these systems.

Orenco Contract

Under the existing contract Orenco provides the following services:

- Periodic monitoring and maintenance
- Annual regulatory compliance reports
- Alarm response program
- Preventative and reactive maintenance and repairs

In exchange for these services Orenco is paid \$8.50/month per residence. The residents of Knolls Estates pay \$11/month in addition to their regular sewer rate to the City of Sutherlin. The balance of the \$11 is held by the City for service work in excess of the standard level of services. The balance of this account as of April 30, 2010 is \$8,278.09 and is accounted for in the monthly financial activity report to the Council. There are no administrative costs taken from this account to cover the City’s cost of administration.

Jerry Gillham

From: Vicki Luther
Sent: Monday, April 14, 2014 12:23 PM
To: Jerry Gillham
Subject: Amendment 1 of Orenco Agreement
Attachments: NO.491 ORENCO SYSTEMS INC - SERVICES.pdf

Wastewater Supervisor, Brian Elliott, brought to my attention. Some general repair/maintenance to ORENCO systems in the City are costing more than the \$500 which was agreed to in the original contract dated 2/5/2012. The contract required City to be notified and to preapprove any maintenance expenses in excess of \$500.00. This amendment moves that dollar threshold up to \$750.00 thus reducing staff time for both ORENCO and the City in this process.

I have provided you with the amendment document for signature.

Thanks
V_



Vicki Luther
Community Development
City of Sutherlin
126 E. Central Avenue
Sutherlin, OR 97479
541-459-2856
www.cityofsutherlin.com

Step Surcharge Fund

Summary

The Step Surcharge Fund includes user surcharges (collection charges) from the Knolls Estate and step system customers on the Calapooia system. At some point in the future maintenance expenses will be incurred in order to keep the systems in proper working order. It may be necessary to raise user rates in order to accomplish this task.

Fiscal Year 2017-18 Changes

No significant changes are anticipated this year. However, the "COLLECTIONS SYSTEM MAINTENANCE" contract, which is currently held by Orenco Systems, may not be renewed and our current personnel will perform the needed maintenance. This proposal will be presented to City Council in April but the actual outcome is unknown at this time.

Step Surcharge Fund	2014-15 Prior year 2 Actual	2015-16 Prior year Actual	2016-17 Curr Year Budget	2016-17 Projected Year-End	2017-18 Proposed Budget
BEGINNING FUND BALANCE	19,935	22,186	23,800	23,798	25,000
Revenue					
Charges for Services					
COLLECTION CHARGES	14,805	15,699	16,000	15,885	16,000
Miscellaneous					
INTEREST EARNED	98	132	100	220	200
Total Revenue	14,903	15,831	16,100	16,105	16,200
Total Resources	34,838	38,017	39,900	39,903	41,200
Expenditures					
Materials & Services					
COLLECTION SYSTEM MAINTENANCE	12,652	14,219	15,000	14,551	15,000
Other Requirements					
CONTINGENCY	-	-	24,900	-	26,200
UNAPPROPRIATED FUNDS	-	-	-	-	-
Total Other Requirements	-	-	24,900	-	26,200
Total Expenditures & Other Requirements	12,652	14,219	39,900	14,551	41,200



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***To better serve our community by
providing a direct line of
communication and a more economical
maintenance program while
maintaining superior service***

Index

Section 1. Certification requirements	1
Section 2. Maintenance plan	2
Section 3. O&M service report	3-4
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Section 1

Certification Requirements

- Oregon DEQ maintenance provider certification.
- Certificates are good for three years.
- There is a one day certification class at Chemeketa Community College in Salem. It is offered four times each year.
- Cost of certificate is \$275.00.
- Operator must get 2.0 CEU's every three years. There is a \$45.00 fee every three years to be submitted with the two CEU's to retain certification.
- We currently have two certified operators.
- We will have two more certified operators by March 2017.

Section 2

MAINTENANCE PLAN

Initial maintenance upon receiving responsibility of the Orenco step systems. The city will start a preventative maintenance schedule of all units beginning in May of 2017. The city will conclude their inspections in September of 2017. The city will then start performing Tri-annual maintenance on approximately forty units per year. This maintenance will occur in May and June of every year.

Section 3

CITY OF SUTHERLIN

Operation and Maintenance Service Report

Customer name:		Service Date:	
Customer phone number:		Operator:	
Site address:			
Time arrived:		Time job complete:	
		Hours:	
Service Type			
Emergency: _____		Tri-Annual: _____	
Vault Model	Pump Model	Control Panel Type	
Screened	Low Head	S1 115 V	
Blo-tube	High Head	V Comm	
Pump Run Amp Readings: Amps: Comments:			
Meter Readings: Count: Hours:			
Preventative Tank Condition: Scum Layer: Sludge Layer:			
Septage Transported To Plant: Hauler: Gallons:			
Parts used		Qty.	Cost each
Condition(s) Leading To Call			Total Cost:
Alarm	Noise	Sewage Backup	Tank Overflow
New Installation	Odor	Surface Runoff	Other
Alarm:	High	Low	Off
Tank:	High	Low	Normal
Pump:	On	Off	
Circuit Breaker:	On	Off	
Cause Of Malfunction			
Air Lock	Control Panel	Pump	
Back Pressure	Exfiltration	Service Line	
Building Sewer	Float Switch	Siphoning	
Check Valve	Infiltratio/Inflow	Sludge & Scum	
Clog	Power	Vault	

1. *Phragmites australis* (Common Reed)
 2. *Spartina patens* (Cordgrass)
 3. *Scirpus americanus* (Burreed)
 4. *Cyperus tenuifolius* (Sedges)
 5. *Eleocharis acicularis* (Spikerush)
 6. *Distichlis spicata* (Spartan)
 7. *Eleocharis obtusa* (Spikerush)
 8. *Eleocharis palustris* (Spikerush)
 9. *Eleocharis acicularis* (Spikerush)
 10. *Eleocharis obtusa* (Spikerush)
 11. *Eleocharis palustris* (Spikerush)
 12. *Eleocharis acicularis* (Spikerush)
 13. *Eleocharis obtusa* (Spikerush)
 14. *Eleocharis palustris* (Spikerush)
 15. *Eleocharis acicularis* (Spikerush)
 16. *Eleocharis obtusa* (Spikerush)
 17. *Eleocharis palustris* (Spikerush)
 18. *Eleocharis acicularis* (Spikerush)
 19. *Eleocharis obtusa* (Spikerush)
 20. *Eleocharis palustris* (Spikerush)

1. The first part of the document is a list of names and their corresponding dates. The names are listed in a column on the left, and the dates are listed in a column on the right. The names are: John Doe, Jane Doe, and John Doe. The dates are: 1/1/2020, 2/1/2020, and 3/1/2020.

2. The second part of the document is a table with two columns. The first column is labeled "Name" and the second column is labeled "Date". The table contains three rows of data: John Doe, 1/1/2020; Jane Doe, 2/1/2020; and John Doe, 3/1/2020.

3. The third part of the document is a list of names and their corresponding dates. The names are listed in a column on the left, and the dates are listed in a column on the right. The names are: John Doe, Jane Doe, and John Doe. The dates are: 1/1/2020, 2/1/2020, and 3/1/2020.

4. The fourth part of the document is a table with two columns. The first column is labeled "Name" and the second column is labeled "Date". The table contains three rows of data: John Doe, 1/1/2020; Jane Doe, 2/1/2020; and John Doe, 3/1/2020.

5. The fifth part of the document is a list of names and their corresponding dates. The names are listed in a column on the left, and the dates are listed in a column on the right. The names are: John Doe, Jane Doe, and John Doe. The dates are: 1/1/2020, 2/1/2020, and 3/1/2020.

6. The sixth part of the document is a table with two columns. The first column is labeled "Name" and the second column is labeled "Date". The table contains three rows of data: John Doe, 1/1/2020; Jane Doe, 2/1/2020; and John Doe, 3/1/2020.

7. The seventh part of the document is a list of names and their corresponding dates. The names are listed in a column on the left, and the dates are listed in a column on the right. The names are: John Doe, Jane Doe, and John Doe. The dates are: 1/1/2020, 2/1/2020, and 3/1/2020.

8. The eighth part of the document is a table with two columns. The first column is labeled "Name" and the second column is labeled "Date". The table contains three rows of data: John Doe, 1/1/2020; Jane Doe, 2/1/2020; and John Doe, 3/1/2020.

9. The ninth part of the document is a list of names and their corresponding dates. The names are listed in a column on the left, and the dates are listed in a column on the right. The names are: John Doe, Jane Doe, and John Doe. The dates are: 1/1/2020, 2/1/2020, and 3/1/2020.

10. The tenth part of the document is a table with two columns. The first column is labeled "Name" and the second column is labeled "Date". The table contains three rows of data: John Doe, 1/1/2020; Jane Doe, 2/1/2020; and John Doe, 3/1/2020.

Section 4

STEP SYSTEM TRI-ANNUAL MAINTENANCE SCHEDULE

PHASE ONE

MAY

First Week			Third Week		
	1789	Culver Loop		1952	Culver Loop
	1793	Culver Loop		1956	Culver Loop
	1795	Culver Loop		1958	Culver Loop
	1799	Culver Loop		2066	Culver Loop
	1821	Culver Loop		2068	Culver Loop
	1825	Culver Loop		2070	Culver Loop
	1826	Culver Loop		2074	Culver Loop
	1827	Culver Loop		2075	Culver Loop
	1828	Culver Loop		2076	Culver Loop
	1830	Culver Loop		2077	Culver Loop

JUNE

First Week			Third Week		
	2078	Culver Loop		2098	Culver Loop
	2079	Culver Loop		1668	Scardi Blvd
	2080	Culver Loop		1724	Scardi Blvd
	2081	Culver Loop		1732	Scardi Blvd
	2082	Culver Loop		1748	Scardi Blvd
	2083	Culver Loop		1756	Scardi Blvd
	2084	Culver Loop		1764	Scardi Blvd
	2086	Culver Loop		1818	Scardi Blvd
	2088	Culver Loop		2062	Scardi Blvd
	2090	Culver Loop		2272	Scardi Blvd
	2096	Culver Loop		2276	Scardi Blvd

Units

42

STEP SYSTEM TRI-ANNUAL MAINTENANCE SCHEDULE

PHASE TWO

MAY

First Week

	618	Dovetail Ln
	620	Dovetail Ln
	710	Dovetail Ln
	712	Dovetail Ln
	2280	Dovetail Ln
	2284	CHI CHI Ln
	2287	CHI CHI Ln
	2288	CHI CHI Ln
	2291	CHI CHI Ln
	2295	CHI CHI Ln

Third Week

	703	Sandpiper Ct
	713	Sandpiper Ct
	716	Sandpiper Ct
	725	Sandpiper Ct
	728	Sandpiper Ct
	739	Sandpiper Ct
	701	Slazenger Ct
	707	Slazenger Ct
	725	Slazenger Ct
	726	Slazenger Ct

JUNE

First Week

	601	Divot Loop
	602	Divot Loop
	703	Divot Loop
	715	Divot Loop
	737	Divot Loop
	1901	Innsbrook Ct
	1902	Innsbrook Ct
	1924	Innsbrook Ct
	1925	Innsbrook Ct
	1946	Innsbrook Ct
	616	Arnie Ct

Third Week

	501	St Andrews Ct
	514	St Andrews Ct
	523	St Andrews Ct
	536	St Andrews Ct
	547	St Andrews Ct
	1922	Kapela Ct
	1944	Kapela Ct
	1945	Kapela Ct
	1966	Kapela Ct
	1978	Kapela Ct
	623	Bunker Rd

Units

42

STEP SYSTEM TRI-ANNUAL MAINTENANCE SCHEDULE

PHASE THREE

MAY

First Week

	2206	Eagle Loop
	2214	Eagle Loop
	2222	Eagle Loop
	2226	Eagle Loop
	2230	Eagle Loop
	2234	Eagle Loop
	2237	Eagle Loop
	2241	Eagle Loop
	2242	Eagle Loop
	2245	Eagle Loop

Third Week

	2249	Eagle Loop
	2250	Eagle Loop
	2253	Eagle Loop
	2254	Eagle Loop
	2257	Eagle Loop
	2258	Eagle Loop
	2261	Eagle Loop
	2262	Eagle Loop
	2265	Eagle Loop
	2266	Eagle Loop

JUNE

First Week

	2269	Eagle Loop
	2270	Eagle Loop
	2273	Eagle Loop
	2274	Eagle Loop
	2277	Eagle Loop
	2278	Eagle Loop
	2281	Eagle Loop
	2282	Eagle Loop
	285	Eagle Loop
	2286	Eagle Loop

Third Week

	2289	Eagle Loop
	2290	Eagle Loop
	2293	Eagle Loop
	2294	Eagle Loop
	2037	Sawgrass Ct
	2044	Sawgrass Ct
	2061	Sawgrass Ct
	2076	Sawgrass Ct
	835	S Calapooia
	1111	S Calapooia

Units

40

Section 5

On Call

If a customer needs help with their system after hours they may call the wastewater treatment plant. (541-459-5768) The answer machine will give them a phone number to call which will be our answering service. The answer service will call the person on call.

The cost of the answer service is a fifty dollar set up fee. The monthly fee is one hundred two dollars. In addition there is a Fifty cents per unit fee. This equates too two dollars a callout. The city estimates there will be an average of two callouts per month. This is four hours of overtime pay equal to two hundred forty dollars. This brings the total monthly charges too three hundred forty six dollars for callouts. Currently Orenco charges the city sixty five dollars an hour with a three hour minimum plus one dollar per mile for after hours calls. This equates to three hundred ninety dollars plus mileage for two callouts. The city could save forty four dollars on just two callouts. Times this by twelve months and you get a savings of five hundred twenty eight dollars per year.

Section 6

Five Year Budget Analysis

	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Revenue	16,368.00	16,368.00	16,368.00	16,368.00	16,368.00
Annual Labor	5,560.00	1,908.93	1,966.20	2,025.19	2,085.94
Annual Parts	6,404.19	6,596.32	6,794.21	6,998.04	7,207.98
Excess Revenue	4,403.81	7,862.75	7,607.59	7,344.78	7,074.08
Beginning Balance	20,000.00	24,403.81	32,266.55	39,874.14	47,218.92
Ending Balance	24,403.81	32,266.55	39,874.14	47,218.92	54,293.00

Assumptions:

Revenue: \$11 per unit per month @ 124 units

Annual Labor: Year 1 - one hour per unit per year @ \$40 per hour plus 5 call outs per year 2 hours each @ \$60 per hour. Years 2 - 5 one third of all systems will receive maintenance-one - one hour per unit per year @ \$40 per hour plus 5 call outs per year 2 hours each @ \$60 per hour.

Annual Parts: One tenth of total parts cost for all units, per year

Labor and Parts increase each year at 3%

Section 7

Tool Inventory

• Amp meter	\$169
• Water tight wire nuts	\$9.30/box
• Scum measurer	\$92.65
• Cordless drill	\$120
• Screwdriver set	\$30
• Utility knife	\$10
• Channel lock	\$40
• Wire cutters	\$22
• Wire strippers	\$22
• Allen wrenches	\$5
• Wrench set	\$40
• Turkey baster	\$5
• 50ft water hose	\$40
• Bio tube cradle	\$140.59
• Sludge judge	\$145
• Gloves	\$20/box
• Tool bag	\$65

Total \$975.54

Section 8

Spare Parts Inventory List

• High head pumps	2 each	585.00 each
• PVU 57 Bio-tube	2 each	260.00 each
• A floats	5 each	35.00 each
• B floats	5 each	58.00 each
• Motor contactors	2 each	85.00 each
• 10 foot pump cords	2 each	50.00 each

Total 1,073.00

Section 9

STEP SYSTEMS

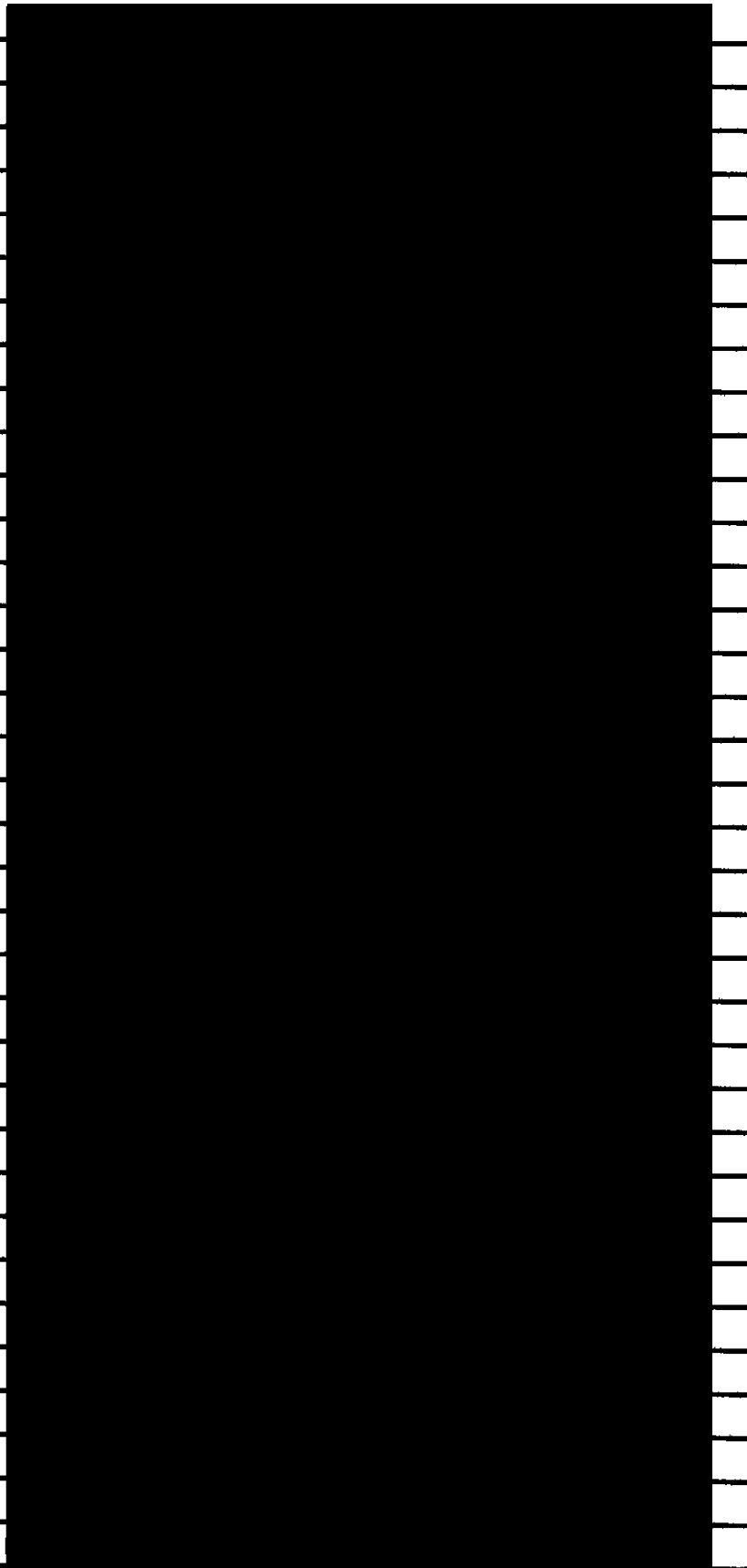
124
total

1789	Culver Loop	
1793	Culver Loop	
1795	Culver Loop	
1799	Culver Loop	
1821	Culver Loop	
1825	Culver Loop	
1826	Culver Loop	
1827	Culver Loop	
1828	Culver Loop	
1830	Culver Loop	
1952	Culver Loop	
1956	Culver Loop	
1958	Culver Loop	
2066	Culver Loop	
2068	Culver Loop	
2070	Culver Loop	
2074	Culver Loop	
2075	Culver Loop	
2076	Culver Loop	
2077	Culver Loop	
2078	Culver Loop	
2079	Culver Loop	
2080	Culver Loop	
2081	Culver Loop	
2082	Culver Loop	
2083	Culver Loop	
2084	Culver Loop	
2086	Culver Loop	
2088	Culver Loop	
2090	Culver Loop	
2096	Culver Loop	
2098	Culver Loop	
1668	Scardi Blvd	
1724	Scardi Blvd	
1732	Scardi Blvd	
1748	Scardi Blvd	
1756	Scardi Blvd	

37

STEP SYSTEMS

1764	Scardi Blvd
1818	Scardi Blvd
2062	Scardi Blvd
2272	Scardi Blvd
2276	scardi Blvd
618	Dovetail Ln
620	Dovetail Ln
710	Dovetail Ln
712	Dovetail Ln
2280	Dovetail Ln
2284	CHI CHI Ln
2287	CHI CHI Ln
2288	CHI CHI Ln
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703	Sandpiper Ct
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739	Sandpiper Ct
701	Slazenger Ct
707	Slazenger Ct
725	Slazenger Ct
726	Slazenger Ct
601	Divot Loop
602	Divot Loop
703	Divot Loop
715	Divot Loop
737	Divot Loop
1901	Innsbrook Ct
1902	Innsbrook Ct
1924	Innsbrook Ct
1925	Innsbrook Ct
1946	Innsbrook Ct
616	Arnie Ct



36

STEP SYSTEMS

501	St Andrews Ct
514	St Andrews Ct
523	St Andrews Ct
536	St Andrews Ct
547	St Andrews Ct
1922	Kapela Ct
1944	Kapela Ct
1945	Kapela Ct
1966	Kapela Ct
1978	Kapela Ct
623	Bunker Rd
2206	Eagle Loop
2214	Eagle Loop
2222	Eagle Loop
2226	Eagle Loop
2230	Eagle Loop
2234	Eagle Loop
2237	Eagle Loop
2241	Eagle Loop
2242	Eagle Loop
2245	Eagle Loop
2249	Eagle Loop
2250	Eagle Loop
2253	Eagle Loop
2254	Eagle Loop
2257	Eagle Loop
2258	Eagle Loop
2261	Eagle Loop
2262	Eagle Loop
2265	Eagle Loop
2266	Eagle Loop
2269	Eagle Loop
2270	Eagle Loop
2273	Eagle Loop
2274	Eagle Loop
2277	Eagle Loop

36

STEP SYSTEMS

2278	Eagle Loop
2281	Eagle Loop
2282	Eagle Loop
2285	Eagle Loop
2286	Eagle Loop
2289	Eagle Loop
2290	Eagle Loop
2293	Eagle Loop
2294	Eagle Loop
2037	Sawgrass Ct
2044	Sawgrass Ct
2061	Sawgrass Ct
2076	Sawgrass Ct
835	S Calapooia
1111	S Calapooia

Section 10

HOMEOWNER'S MANUAL

Onsite Wastewater Collection & Treatment Systems

How to Take Care of Your Wastewater System



Orenco Systems®
Incorporated

*Changing the Way the
World Does Wastewater®*

800-348-9843
541-459-4449
www.orenco.com
www.vericomm.net

Do's and Don'ts for INSIDE the House

There are a number of do's and don'ts that will help ensure a long life and minimal maintenance for your system. As a general rule, nothing should be disposed into any wastewater system that hasn't first been ingested, other than toilet tissue, mild detergents, and wash water. Here are some additional guidelines.



Don't flush dangerous and damaging substances into your wastewater treatment system. (Please refer to the "Substitutes for Household Hazardous Waste," on the next panel.) Specifically, do not flush . . .

- Pharmaceuticals
- Excessive amounts of bath or body oils
- Water softener backwash
- Flammable or toxic products
- Household cleaners, especially floor wax and rug cleaners
- Chlorine bleach, chlorides, and pool or spa products
- Pesticides, herbicides, agricultural chemicals, or fertilizers



Don't use special additives that are touted to enhance the performance of your tank or system. Additives can cause major damage to other areas in the collection system. The natural microorganisms that grow in your system generate their own enzymes that are sufficient for breaking down and digesting nutrients in the wastewater.



Do collect grease in a container and dispose with your trash. And avoid using garbage disposals excessively. Compost scraps or dispose with your trash, also. Food by-products accelerate the need for septic pumping and increase maintenance.



Do keep lint out of your wastewater treatment system by cleaning the lint filters on your washing machine and dryer before every load. Installing a supplemental lint filter on your washing machine would be a good precautionary measure. (This normally takes just a few minutes. Lint and other such materials can make a big difference in the frequency and cost of pumping out your primary treatment tank.)



Do use your trash can to dispose of substances that cause maintenance problems and/or increase the need for septic pumping.

Don't ever flush the following down the drain:

- Egg shells, cantaloupe seeds, gum, coffee grounds
- Tea bags, chewing tobacco, cigarette butts
- Condoms, dental floss, sanitary napkins, diapers
- Paper towels, newspapers, candy wrappers
- Rags, large amounts of hair
- "Flushable" wipes, baby wipes, medicated wipes, cleaning wipes



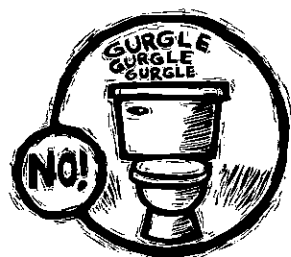
Don't plumb water softener discharge brine into your wastewater system. (The softened WATER is OK, just not the BRINE that's produced during the regeneration cycle.)

Do route the brine around your wastewater system so it discharges directly into the soil. This is a cost-effective solution that ensures the long-term performance of your system and the biological processes that occur inside it.

Water softener brine interferes with nitrogen removal. And it degrades treatment by interfering with the settling process inside the tank. Without proper settling, solids, grease, and oils are carried through your system, clogging components. This increases your costs by..

- requiring the tank to be pumped more often (at hundreds of dollars per pumpout)
- requiring filters to be cleaned more often
- fouling drainfields and other downstream equipment

Do's and Don'ts for INSIDE the House



Don't ignore leaky plumbing fixtures; repair them. A leaky toilet can waste up to 2,000 gallons (7500 liters) of water in a single day. That's 10-20 times more water than a household's typical daily usage. Leaky plumbing fixtures increase your water bill, waste natural resources, and overload your system.



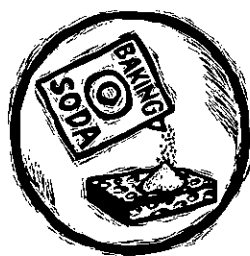
Don't use excessive amounts of water. Using 50 gallons (200 liters) per person per day is typical. If your household does not practice any of the "water conserving tips" below, you may be using too much water.

Do conserve water:

- Take shorter showers or take baths with a partially filled tub. Be cautious about excessive use of large soaking tubs.
- Don't let water run unnecessarily while brushing teeth or washing hands, food, dishes, etc.
- Wash dishes and clothes when you have a full load.
- When possible, avoid doing several loads in one day.
- Use water-saving devices on faucets and showerheads.
- When replacing old toilets, buy low-flush models.



Don't leave interior faucets on to protect water lines during cold spells. A running faucet can easily increase your wastewater flow by 1,000 to 3,000 gallons (4,000 to 12,000 liters) per day and hydraulically overload your system. Instead, properly insulate or heat your faucets and plumbing.



Do use substitutes for household hazardous waste. Replace the following hazardous products with products that are less environmentally harmful. The hazardous cleaners are listed below, followed by the suggested substitute.

Ammonia-based cleaners:

- For surfaces, sprinkle baking soda on a damp sponge.
- Or for windows, use a solution of 2 tbs (30 mL) white vinegar to 1 qt (1 L) water. Pour the mixture into a spray bottle.

Disinfectants:

Use borax: 1/2 cup (100 g) in a gallon (4 L) of water; deodorizes also.

Drain decloggers:

Use a plunger or metal snake, or remove and clean trap.

Scouring cleaners & powders:

Sprinkle baking soda on a damp sponge or add 4 tbs (50 g) baking soda to 1 qt (1 L) warm water. Or use Bon Ami® cleanser; it's cheaper and won't scratch.

Carpet/upholstery cleaners:

Sprinkle dry cornstarch or baking soda on, then vacuum. For tougher stains, blot with white vinegar in soapy water.

Toilet cleaners:

Sprinkle on baking soda or Bon Ami; then scrub with a toilet brush.

Furniture/floor polishes:

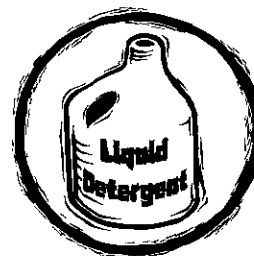
To clean, use oil soap and warm water. Dry with soft cloth. Polish with 1 part lemon juice and 2 parts oil (any kind), or use natural products with lemon oil or beeswax in mineral oil.

Metal cleaners:

- Brass and copper: scrub with a used half of lemon dipped in salt.
- Stainless steel: use scouring pad and soapy water.
- Silver: rub gently with toothpaste and soft wet cloth.

Oven cleaners:

Quickly sprinkle salt on drips; then scrub. Use baking soda and scouring pads on older spills.



Laundry detergents:

Choose a liquid detergent (not a powder) that doesn't have chlorine or phosphates.

HOMEOWNER'S MANUAL

Onsite Wastewater Collection & Treatment Systems



Do keep an "as built" system diagram in a safe place for reference. And keep accurate records of maintenance and service calls. Make sure whoever services your tank keeps a complete record, and ask for a copy for your records.



Orenco Systems®
Incorporated

*Changing the Way the
World Does Wastewater®*

800-348-9843

541-459-4449

www.orenco.com

www.vericomm.net

IMPORTANT SYSTEM FACTS

Distributor or Dealer:

Please fill out the following important information before giving out this Homeowner's Manual:

Distributor/Dealer Name

Distributor/Dealer Address

Distributor/Dealer Phone Number(s)

Authorized Service Provider Name

Authorized Service Provider Phone Number(s)

Authorized Installer Name

Authorized Installer Phone Number(s)

Engineer Name (if applicable)

Engineer Phone Number(s)

Regulatory Agency

Regulatory Contact Name

Regulatory Contact Phone Number(s)

Permit # (if applicable)

Property Address

Property Owner Name(s)

Start-Up Date

Control Panel Model # and UL #

AdvanTex® Model # (if applicable)

AdvanTex® Serial # (if applicable)



AdvanTex®
Treatment System
AXN Models meet
the requirements of
NSF-ANSI Standard 40
for Class I Systems.

Do's and Don'ts for OUTSIDE the House



Don't enter your tank, ever! Gases that can be generated in the tank and/or oxygen depletion can be fatal.

Do keep the tank access lid secure to the riser at all times with stainless steel lid bolts. If bolts are lost or damaged,

call your service provider immediately for bolts. Or call Orenco at (800) 348-9843 or +1 (541) 459-4449. If the tank lid becomes detached from the riser or if the lid or riser becomes damaged, **BLOCK ACCESS TO THE TANK OPENING IMMEDIATELY AND KEEP CHILDREN AWAY** until all repairs are made.



Don't drive over your tank or any buried components in your system, unless they've been equipped with a special traffic lid. If the system is subject to possible traffic, put up a barricade or a row of shrubs. **Don't** dig without knowing the location of your wastewater system. As much as possible, plan landscaping

and permanent outdoor structures before installation. But easily removable items, such as bird baths and picnic tables, are OK to place on top of your system.

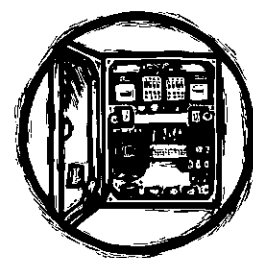
Don't dump RV waste into your wastewater system. It will increase the frequency of required septage pumping. When dumped directly into the pumping vault, RV waste clogs or fouls equipment, causing undue maintenance and repair costs. (Also, some RV waste may contain chemicals that are toxic or that may retard the biological digestion occurring within the tank.)



Don't ever connect rain gutters or storm drains to the sewer or allow surface water to drain into it. And don't discharge hot-tub water into your system. The additional water will increase costs and reduce the capacity of the collection and treatment systems. It can also wash excess solids through the tank, and, for properties with drainfields, additional water can flood the drainfield.



At the Control Panel



Do locate your electrical control panel where it will be protected from potential vandalism and have unobstructed access.

Do familiarize yourself with the location of your wastewater system and electrical control panel. Refer to the panel's model number

when reporting a malfunction in the system.

Do make arrangements with a reliable service person to provide regular monitoring and maintenance, and place the service person's phone number on or in your control panel!

Do remember that the audible alarm can be silenced by pushing the lighted button located directly above the "Push to Silence" label on the front of the electrical control panel. Hold the button until the alarm goes off. With normal use, the tank has a reserve storage capacity good for about 24 hours.

Don't turn off the main circuit breaker to the wastewater pumps when going on vacation. If there is any infiltration or inflow into the system, the pumps will need to handle it.

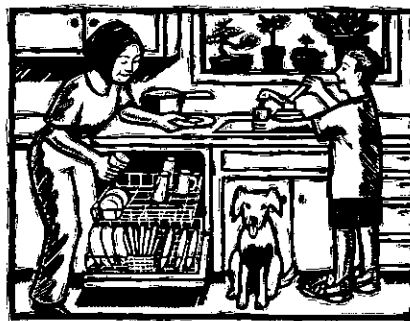
IMPORTANT! CAUTION!

Only a qualified electrician or authorized installer/operator should work on your control panel. Before anyone does any work on either the wiring to the level control floats and pumps in the vault or on the control panel itself, it is imperative to first switch the isolation fuse/breaker and the circuit breakers in the panel to the "Off" positions, then switch "Off" the power to the system at the main breaker!

How to Take Care of Your Wastewater System

Congratulations!

Your home includes reliable, carefully engineered equipment — manufactured by Orenco Systems®, Inc. — for the collection and/or treatment of household wastewater.



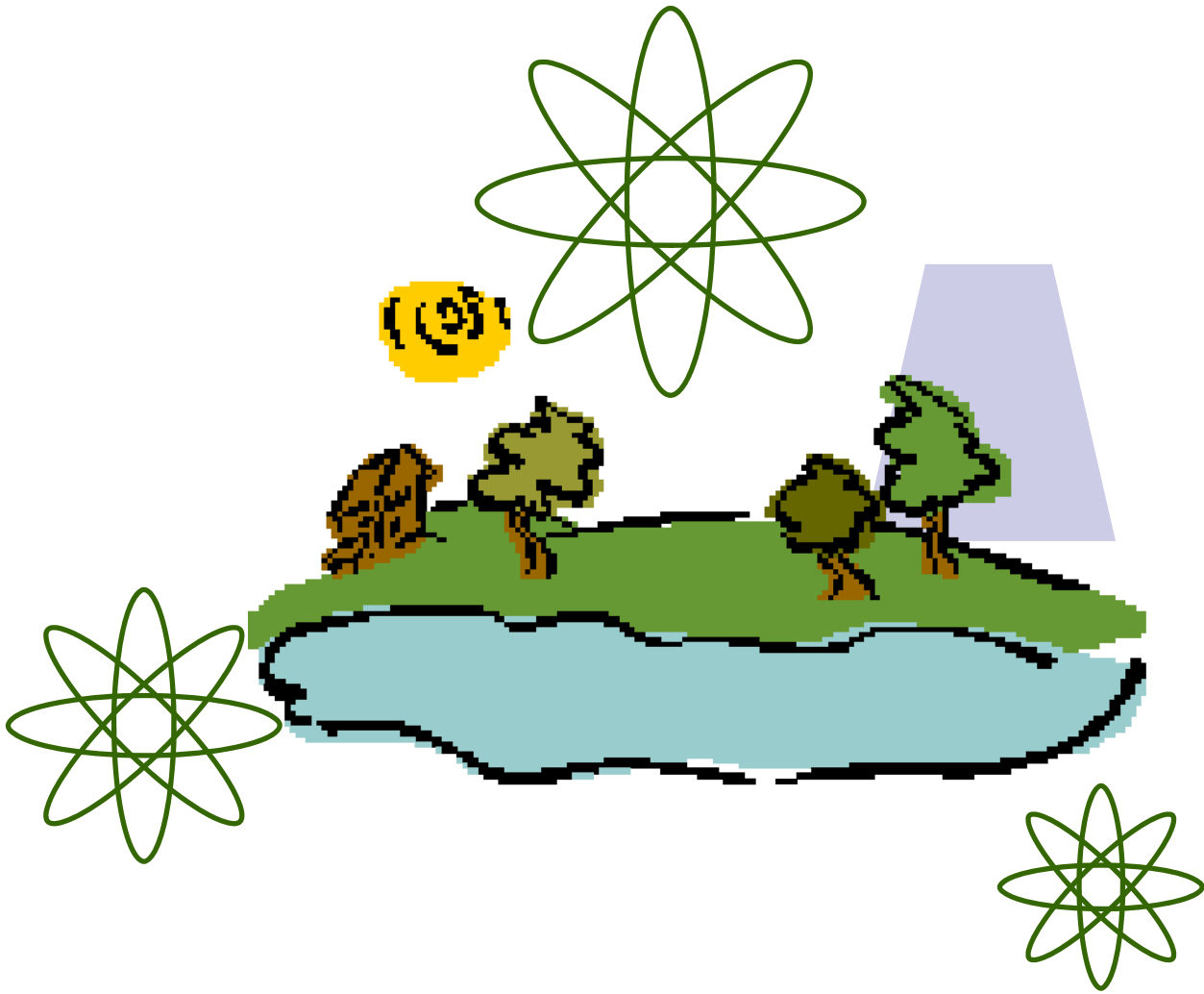
And your service provider should have a copy of this manual. It's available on our Document Library, at www.orenco.com. Or call 800-348-9843 (541-459-4449) and we'll send you another.

When properly designed and installed, onsite wastewater treatment does a terrific job of decomposing household waste and recycling precious water resources. Our systems use little energy and frequently outperform municipal sewage treatment plants. The treated effluent is often returned harmlessly to the soil, where it receives final polishing and filtration for groundwater recharge. There's no degrading of our nation's rivers and oceans . . . which is so often the case with municipal sewage.

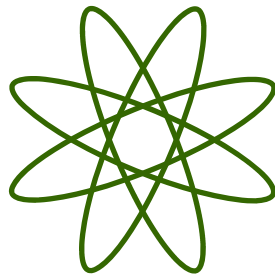
As with any engineered system, such as your car or your heat pump, your onsite wastewater system will work better and last longer if it is regularly maintained by a qualified service provider. Your service provider should be present during installation, so he or she is familiar with your system, especially those service lines, conduits, and connections that get buried.

Your system will also work better and last longer if you learn what can go into it — and what can not. Little effort is required. Just read and practice the “do's and don'ts” that follow. Every member of your household should be familiar with these. And if you have guests who want to “help out in the kitchen,” be sure to tell them, too. With this preventive maintenance, along with periodic inspections, your onsite wastewater system should function for decades. And you'll save water, energy and pumpout costs, too!

There's a place on the back of this Homeowner's Manual to record “Important System Facts.” If those have not been filled in for you, please record those now, before you file or shelf this manual. And give a copy of these facts to your service provider, especially if your service provider changes. You'll be glad you did.



Improved Solid Waste Concept (verbal)





REPORTS





126 E. Central Avenue
Sutherlin, OR 97479
541-459-2856
Fax: 541-459-9363
www.cityofsutherlin

City of Sutherlin

STAFF REPORT					
Re: Ford's Pond Community Park Master Plan				Meeting Date: 4/24/2017	
Purpose:	Action Item <input type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only <input type="checkbox"/>	Discussion <input type="checkbox"/>	Update <input checked="" type="checkbox"/>
Submitted By: Brian Elliott, Community Development Director and Colin McArthur Project Manager with Cameron McCarthy Landscape Architecture & Planning				City Manager Review <input checked="" type="checkbox"/>	
Attachments: None					

WHAT IS BEING ASKED OF COUNCIL?

Not Applicable

EXPLANATION

Cameron McCarthy, Landscape Architecture & Planning firm, requested to give an update. They were awarded the project on February 14, 2017 to provide services for Ford's Pond Community Park Master Plan. This report is an update regarding the planning phase and the public outreach that McCarthy will be using to inform our community and encourage their participation.

OPTIONS

Not Applicable

SUGGESTED MOTION(S)

None



ADJOURNMENT





FOR YOUR INFORMATION



Diane Harris

From: Diane Harris
Sent: Wednesday, April 19, 2017 8:43 AM
To: April Ehrlich; Ashley KQEN News (ashley@bciradio.com); DC Commissioners; Douglas County News; KUGN; KYLE-KQUEN; News Desk (newsdesk@nrtoday.com); Register Guard; Roseburg Beacon; Vera Westbrook (vwestbrook@nrtoday.com)
Subject: Public Meeting Notice
Attachments: CC APR 24.17 Workshop.pdf

Greetings!

Please see attached Agenda for the April 24th Sutherlin City Council Workshop Meeting.

Thank you,



Diane Harris

Deputy City Recorder
City of Sutherlin
126 E Central Ave
Sutherlin, OR 97479
(541)-459-2856
d.harris@ci.sutherlin.or.us