

**Meeting Date:** 4/22/2014

**Report Type:** Consent

**Report ID:** 2014-00216

**Title: Agreements: Lease of Submersible Pumps for Fairbairn Water Treatment Plant, and Emergency Water Service from Sacramento County Water Agency**

**Location:** Districts 3 and 6

**Recommendation:** Pass a Motion authorizing the City Manager or his designee to sign 1) a lease agreement with Pac Machine Company for the continued lease of submersible pumps and related equipment, for a total amount not-to-exceed \$313,500; and 2) an Emergency Water Service Agreement with the Sacramento County Water Agency.

**Contact:** Bill Busath, Engineering & Water Resources Manager, (916) 808-1434; Dan Sherry, Supervising Engineer, (916) 808-1419, Department of Utilities

**Presenter:** None

**Department:** Department Of Utilities

**Division:** Cip Engineering

**Dept ID:** 14001321

**Attachments:**

- 1-Description/Analysis
- 2-Background
- 3-Location Map
- 4-SCWA Emergency Water Agreement

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**City Attorney Review**

Approved as to Form  
Joe Robinson  
4/15/2014 1:19:38 PM

**Approvals/Acknowledgements**

Department Director or Designee: Dave Brent - 4/15/2014 10:33:49 AM

## Description/Analysis

**Issue Detail:** Due to ongoing drought conditions, the California Department of Water Resources and U.S. Bureau of Reclamation have significantly reduced upstream reservoir releases to conserve water and are considering reducing flows even lower based on anticipated ongoing drought conditions. In January 2014, the City leased and installed 20 million gallons per day (mgd) of submersible pumping capacity at the E.A. Fairbairn Water Treatment Plant Intake, to maintain some ability to divert American River water if river levels drop below levels required for the safe operations of the City's existing pumps. The submersible pumps are able to divert water at lowered river flow levels.

City staff is requesting Council authorization to continue leasing the four temporary submersible pumps and appurtenances that previously were installed at the City's American River intake for the remainder of the year, at a total cost of \$313,500. These pumps were leased from Pac Machine Company as an emergency contract under the City Manager's authority to approve contracts below \$100,000. Pac Machine Company was selected because they had the required submersible pumps, piping, and staff available to install the equipment on very short notice. City Council approval is now required to continue leasing the pumps because the cumulative monthly lease cost will exceed this threshold.

Additionally, as part of the ongoing drought response, City staff is requesting approval of an emergency water agreement with the Sacramento County Water Agency (SCWA), that allows the City to purchase water on an emergency basis if it is available and is needed to meet the City's water supply needs.

**Policy Considerations:** The City's ongoing drought mitigation actions are consistent with the requirements of Section 10632 of the California Water Code and Chapter 5 of the City's 2010 Urban Water Management Plan. Competitive bidding is not required to increase the amount of the submersible pumps lease above \$100,000 because, on March 4, 2014, the City Council passed Resolution No. 2014-0057 to suspend competitive bidding for the purchase or lease of equipment, supplies, and services needed on an emergency basis to mitigate water shortage impacts, for a cumulative amount not-to-exceed \$1,000,000.

**Economic Impacts:** The proposed contract for the installation and lease of submersible pumps is expected to create 1.25 total jobs (0.72 direct jobs and 0.53 jobs through indirect and induced activities) and create \$193,565 in total economic output (\$122,006 of direct output and another \$71,559 of output through indirect and induced activities).

The indicated economic impacts are estimates calculated using a calculation tool developed by the Center for Strategic Economic Research (CSER). CSER utilized the

IMPLAN input-output model (2009 coefficients) to quantify the economic impacts of a hypothetical \$1 million of spending in various construction categories within the City of Sacramento in an average one-year period. Actual impacts could differ significantly from the estimates and neither the City of Sacramento nor CSER shall be held responsible for consequences resulting from such differences.

**Environmental Considerations: (Requires Environmental Section review)**

**California Environmental Quality Act (CEQA):** The Community Development Department, Environmental Planning Services Division, has reviewed the proposed project and has determined that the use of temporary submersible pumps to maintain the City's existing intake pumping capacity is exempt from review under the California Environmental Quality Act (CEQA) under Section 15301 of the CEQA Guidelines. The proposed project consists of the minor alteration of existing public utility facilities involving no expansion of use.

The use of the City's existing surface water pumping capacity was included in the City's existing water supply capacity and usage analyzed in the Master Environmental Impact Report (MEIR) for the 2030 General Plan, certified by the City Council on March 3, 2009. The purpose of installing submersible pumps is to maintain a portion of this existing surface water pumping capacity if river flows are reduced below levels required for the safe operation of the City's existing water intake pumps. The continued use of this capacity does not present any significant cumulative impacts beyond what was analyzed in the MEIR, nor are there any present unusual circumstances that would lead to significant environmental effects. Installation and use of the submersible pumps does not result in any new impacts not already present during normal intake operations.

Approval of the emergency water service agreement with SCWA is exempt from CEQA review under section 21080(b)(4) of the Public Resources Code (the approval of specific actions necessary to prevent or mitigate an emergency). Water will only be provided under the agreement on an emergency basis in response to sudden and unexpected water supply conditions that endanger the City's ability to maintain a water supply meeting essential public health, safety, and welfare needs for the City and its residents and businesses.

**Sustainability:** This report's recommendation is consistent with the City's Strategic Plan Goals of achieving sustainability and livability, and promotes General Plan Policy U 2.1.7 (Water Supply During Emergencies) by taking emergency action necessary to maintain the City's ability to provide essential water service.

**Commission/Committee Action:** None

**Rationale for Recommendation:** Maintaining a water supply that meets essential public health, safety, and welfare needs for the City and its residents and businesses is of critical importance. The proposed actions will help the City in meeting these needs.

**Financial Considerations:** The total estimated amount for all rental equipment, supplies and installation work for 1 year (January 2014 through December 2014) is \$313,500. There are available funds in the Water Fund Operating Budget FY 13/14 for \$161,300 and proposed in the Water Fund Operating Budget FY 14/15 for \$152,200.

**Local Business Enterprise (LBE):** Due to the emergency nature of the submersible pump lease, and the City Council's prior suspension of competitive bidding for drought emergency actions, the Economic Development Department approved a waiver of the LBE participation requirements. However, Pac Machine Company is a LBE.

## Background

On January 17, 2014 Governor Brown declared a Drought State of Emergency for the State of California. Preceding the State's pronouncement, on January 14, 2014 the Sacramento City Council adopted Resolution No. 2014-0018 declaring a water shortage, pursuant to City Code section 13.04.910, and implemented Stage 2 of the Water Shortage Contingency Plan (WSCP) as outlined in the City's 2010 Urban Water Management Plan (UWMP).

Both the California Department of Water Resources and U.S. Bureau of Reclamation have significantly reduced upstream reservoir releases to conserve water and are considering reducing flows even lower based on an anticipated dry winter. This has resulted in lower flows in the American and Sacramento Rivers where the City's two surface water intakes are located. Continued drought conditions could significantly limit the City's ability to divert water from the American and Sacramento River for treatment.

This winter, the Bureau of Reclamation reduced outflows from Folsom Reservoir to as low as 500 cubic feet per second (cfs), which is the lower limit where the existing intake pumps can safely and efficiently operate. The Department of Utilities rented and installed 4 submersible pumps with a total pumping capacity of 20 million gallons per day (mgd) at the Fairbairn water treatment plant (WTP) intake to mitigate for the low river flow and be able to meet water demands. The negotiated monthly rental agreement with Pac Machine Company for pumps, piping, and appurtenances is \$23,870 per month. The Department anticipates leasing the pumps for one year for a total lease fee of \$313,500 including installation and removal costs.

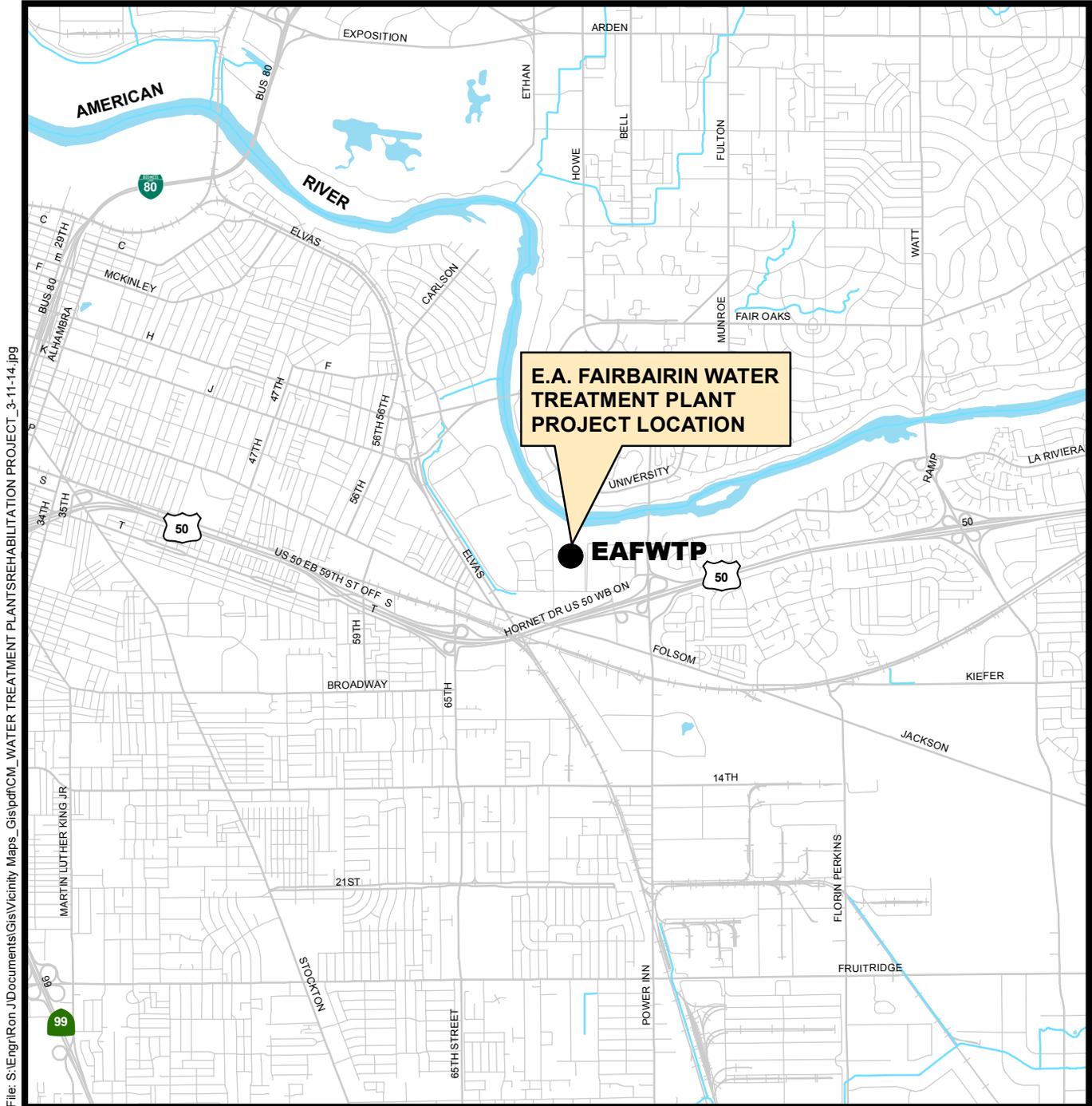
### EMERGENCY WATER AGREEMENT WITH SACRAMENTO COUNTY WATER AGENCY:

The City and Sacramento County Water Agency (SCWA) currently have a wheeling water supply agreement that allows SCWA to purchase SCWA surface water diverted and treated at the City's Sacramento River Water Treatment Plant at a service intertie near Franklin Blvd and Lake Pleasant Road. City and SCWA staff have negotiated an agreement to allow the City to purchase water from SCWA at the existing intertie and any future interties if there is an unexpected water treatment plant outage. The proposed unit

cost of emergency water to the City is the same unit cost that SCWA charges its wholesale customers for a unit of water. This agreement will not cost the City anything unless emergency water is received from SCWA during an unplanned water supply outage.

# ATTACHMENT 3

## WATER TREATMENT PLANTS REHABILITATION PROJECT



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**CITY OF SACRAMENTO AND  
SACRAMENTO COUNTY WATER AGENCY  
EMERGENCY WATER SERVICE AGREEMENT**

This agreement (“Agreement”) is entered into on \_\_\_\_\_, 2014, by and between the City of Sacramento, a charter municipal corporation, hereinafter referred to as “City”, and the Sacramento County Water Agency, a statutorily created district operating under the authority of and pursuant to the provisions of the Sacramento County Water Agency Act (California Water Code-Appendix, Chapter 66, commencing at Section 66-1 et seq.), hereinafter referred to as “SCWA”. City and SCWA may individually be referred to as “Agency” and collectively as “Agencies.”

**RECITALS**

- A. SCWA and City both operate public water supply systems serving their respective customers.
- B. The City is currently underway with the City’s Water Treatment Plants Rehabilitation Project (the “City Project”), which will rehabilitate various facilities and components at the City’s Sacramento River Water Treatment Plant (“SRWTP”) and E.A. Fairbairn Water Treatment Plant (“EAFWTP”). The construction phase of the City Project commenced April 2013, and is estimated to have a construction period of approximately 3.5 years.
- C. The City desires to have an emergency water supply available from SCWA, in the event that the SRWTP or EAFWTP is/are unable for any reason to operate as needed to meet the City’s water supply demands (hereafter referred to as an “Emergency Condition”).
- D. There presently are nine (9) inter-connections between the Agencies’ respective water distribution systems (the “Inter-Agency Connections”): four (4)in the Northgate area, four (4)in the Arden Park area, and one (1) in the south Sacramento area. .
- E. The City requests that SCWA provide the City with an additional water supply from SCWA’s water distribution system via the Inter-Agency Connections during an Emergency Condition.
- F. SCWA is willing to provide an additional water supply at the Inter-Agency Connections during an Emergency Condition (“Emergency Water Supply”) pursuant to the terms and conditions specified in this Agreement.

**NOW, THEREFORE, the City and SCWA agree as follows:**

**1. RECITALS INCORPORATED**

The above recitals are incorporated in this Agreement as if fully set forth at this place.

## **2. PURPOSE**

This Agreement sets forth the parameters of a plan to provide potable water service from SCWA to the City at the Inter-Agency Connections, if requested by the City, during an Emergency Condition.

## **3. INTER-AGENCY CONNECTIONS**

- A. Notwithstanding provisions of the Agreement for Use of Sacramento River Water Treatment Plant Facilities to Wheel Surface Water, dated April 4, 2000 and denoted as SCWA Agreement WA-2386 and City Agreement No. 2000-040 (“Wheeling Agreement”) concerning financial liability for Inter-Agency Connections, any and all costs for operation, maintenance, and repair of the Inter-Agency Connections resulting from use of the Inter-Agency Connections for an Emergency Water Supply shall be borne by the City.
- B. SCWA’s Agency Engineer and the City’s Director of Utilities may agree in writing to any improvements necessary to utilize the Inter-Agency Connections to provide an Emergency Water Supply from SCWA to the City, including the allocation of responsibilities and costs for such improvements, if any.

## **4. OPERATION OF INTER-AGENCY CONNECTIONS FOR EMERGENCY WATER SUPPLY**

### **A. NOTIFICATION PROCEDURES**

- 1. If City has a need for Emergency Water Supply, the City shall contact SCWA’s personnel in the following order, until the City reaches a SCWA representative and notifies that SCWA representative of the request for Emergency Water Supply:
  - a. 8:00 a.m. – 4:30 p.m., Monday – Friday:
    - i. Water Treatment Plant Manager I
    - ii. Water Distribution Manager
    - iii. Water Treatment Plant Manager II

The names and contact numbers of the above SCWA personnel are listed in Exhibit A, attached hereto and incorporated herein. SCWA shall keep Exhibit A current, and shall send the City updates when necessary.

b. 4:30 p.m. – 8:00 a.m., Monday – Friday, and weekends and holidays:

i. Call SCWA Dispatch service at 916-875-RAIN (7246).

SCWA’s Dispatch will notify SCWA’s on-call personnel. The SCWA on-call personnel will notify one of the persons listed in Section 4.A.1.a, who will contact the City’s designated personnel to determine a response to the request for Emergency Water Supply.

2. If SCWA has a need to notify the City of a condition which may impair or is impairing SCWA’s delivery of Emergency Water Supply, SCWA shall contact the City’s personnel in the following order, until SCWA reaches a City representative and notifies that City representative of the impairing condition:

a. 8:00 am – 4:30 pm, Monday – Friday

- i. Fairbairn Water Treatment Plant Control Room
- ii. Supervising Plant Operator
- iii. Water Superintendent
- iv. Plant Division Manager
- v. Director of Utilities

The names and contact numbers of the above City personnel are listed in Exhibit B, attached hereto and incorporated herein. The City shall keep Exhibit B current, and shall send SCWA updates when necessary.

b. 4:30 pm – 8:00 am., Monday – Friday, and weekends and holidays:

i. Call City dispatcher at 311.

The City dispatcher will notify City water production staff.

## B. EMERGENCY PROCEDURES

The procedure for the City to request an Emergency Water Supply from SCWA shall be as follows:

1. City personnel will notify the first available SCWA contact person listed in Section 4.A.1.a. If after hours, City personnel will call the SCWA Dispatch service and ask for the SCWA on-call personnel.
2. As soon as practicable, City and SCWA personnel will make contact to discuss, analyze, and determine a mutually-acceptable course of action to address the Emergency Condition and resulting Emergency Water Supply

needs of the City, considering the nature of the Emergency Condition, impacts to the environment, time of day, parties to be involved, equipment and facilities required, and the personnel necessary to implement the agreed upon course of action.

3. City and SCWA personnel will then determine a mutually-acceptable implementation plan. The plan shall provide for the most appropriate possible utilization of personnel, equipment, materials and/or facilities necessary to minimize adverse impacts of the Emergency Condition and provision of an Emergency Water Supply to both the City and SCWA. The plan shall include procedures for regular communication between the Agencies concerning implementation of and possible revisions to the plan.

C. INTER-AGENCY CONNECTIONS OPERATION PROCEDURE:

1. Opening of Valves for Emergency Water Supply – After the Agencies agree on a plan to address an Emergency Condition, appropriate representatives of both the City and SCWA will meet at the Inter-Agency Connections as soon as practicable, verify the meter reading(s), then open the valves slowly until fully open or to a predetermined and negotiated setting.
2. Closing of Valves at the End of an Emergency Condition – Upon the City’s determination that the Emergency Condition has ended, the City shall notify SCWA thereof in accordance with this Agreement. Thereafter, a City and a SCWA representative will meet at the Inter-Agency Connections as soon as practicable, verify the meter reading(s), and close the valves slowly.
3. Closing of Inter-Agency Connection Valves Upon SCWA Determination – Upon SCWA’s determination that it cannot provide the City’s requested Emergency Water Supply due to capacity availability constraints or emergency conditions within the SCWA service area, SCWA will notify the City as soon as possible of the intended termination of Emergency Water Supply service. SCWA staff will request a City representative to meet at the Inter-Agency Connections to verify the meter reading(s), and close the valves slowly.

D. WATER QUALITY

It is assumed by the parties that the water in both Agencies’ water distribution systems meets or exceeds the safe drinking water levels for drinking water as established by the California Department of Public Health and/or the United States Environmental Protection Agency. However, if any water quality problem in the City’s water distribution system results from implementing this Agreement, the City shall bear the sole and full responsibility for resolving the water quality

problem and related impact(s). Further, the City shall perform all evaluation, monitoring, testing, sampling, and reporting that may be required of a consecutive water system under applicable federal and/or state regulations as a result of implementation of this Agreement, and shall bear sole responsibility, both regulatory and fiscal, for compliance with all federal and state drinking water standards applicable to the distribution of water by the City water distribution system. Upon the City's request, SCWA shall provide the City copies of documents and information in SCWA's possession as may reasonably be required by City to comply with these requirements.

**E. WATER RIGHT LIMITATIONS**

The Agencies shall take into consideration any place of use limitations or other applicable water right conditions or requirements in developing a plan to address an Emergency Condition.

**F. EMERGENCY WATER ONLY**

The Inter-Agency Connections shall not be used to provide water from SCWA to City during any time other than an Emergency Condition, unless and until the Agencies enter into a separate agreement that authorizes use of the Inter-Agency Connections for that purpose.

**5. COST**

**A. COST of WATER**

City shall pay SCWA a volumetric water service rate based on the metered quantity of water delivered to City at the Inter-Agency Connections equal to the current volumetric wholesale rate charged by SCWA to its retail water purveyors. SCWA shall send the City invoices on a monthly basis, or less frequently depending on City demands. Invoices shall be paid by City within 45 days of the invoice date, unless the accuracy of the volumetric measurement is reasonably disputed, in writing, by City. Given the intermittent, emergency-only nature of the water service contemplated by this Agreement, SCWA shall not charge City any other costs than those identified in Section 3 and this Section for Emergency Water Supply.

**B. COMPENSATION FOR EQUIPMENT, MATERIAL, AND PERSONNEL**

City shall reimburse SCWA for the actual cost of any equipment, materials, supplies, and personnel, including increased electrical costs, not included in the volumetric rate charged pursuant to subsection A, associated with and utilized by SCWA to provide an Emergency Water Supply during each Emergency Condition period. SCWA shall itemize the equipment, materials, supplies, and personnel used, the date(s) of such use, and a supervisor's signature certifying that the

itemization is correct. The cost of equipment, materials, supplies, and personnel used may include SCWA's standard overhead charges. Itemized invoices contemplated by this subsection may be rendered to City separately from invoices for volumetric water charges as described in Section 5.A. Payment of an itemized invoice shall be made within 45 days of the invoice date.

**6. NO WARRANTY OR LIABILITY**

It is understood and agreed that, while SCWA will use all reasonable efforts to provide an Emergency Water Supply pursuant to the terms of this Agreement, SCWA does not warrant or guarantee delivery of an Emergency Water Supply when and as requested by City. Neither Agency will be liable to the other Agency for any failure by SCWA to provide an Emergency Water Supply, or any portion thereof, for any reason. The Agencies agree that water made available by SCWA to the City pursuant to this Agreement is done only with SCWA system capacity and water supply that is excess to the customer needs of SCWA, which vary by time of day and month of the year. In the event delivery of water under this agreement threatens the ability of SCWA to meet the demands of its customers, SCWA at its sole and complete discretion may unilaterally terminate or reduce service upon verbal and written notification to the City.

**7. FLUORIDATION**

City acknowledges that water delivered by SCWA may contain fluoride. The City agrees that it will be solely responsible for: (1) any public notification to all or any portion of the City's service area that such water contains fluoride; and (2) for all costs associated with or resulting from the introduction of fluoridated water into City's water distribution system, including monitoring and testing costs.

**8. HOLD HARMLESS, INDEMNIFICATION**

Except as provided in this section, each Agency shall, to the fullest extent permitted by law, indemnify, hold harmless and defend the other Agency, its directors, officers, employees, volunteers, and authorized agents from and against any and all claims, actions or liability for any damage, any injury to or death of persons or to property, any violation of any law or regulation, or any cost, including reasonable attorney's fees, costs of defense, and expert witness fees and costs (collectively referred to as "Liabilities"), to the extent arising out of or resulting from any negligent or wrongful acts or omissions by the indemnifying Agency, its directors, officers, employees, volunteers, or authorized agents, under this Agreement. Notwithstanding the foregoing, the City also shall indemnify, hold harmless and defend SCWA, and its directors, officers, employees, and authorized agents, from and against any and all Liabilities arising out of or resulting from any failure of SCWA to provide an Emergency Water Supply or due to the water quality of the Emergency Water Supply provided by SCWA.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the parties.

The provisions of this indemnity shall survive the expiration or termination of the Agreement.

**9. NO THIRD PARTY BENEFICIARIES**

This agreement creates no benefit or rights whatsoever, nor any basis for a claim for damages, in favor of any third party.

**10. TERMINATION**

This Agreement may be terminated, without any penalty or further liability, on ninety (90) days' written notice by either Agency, except that the provisions of Sections 4(D), 5, 8, 9, 11, 12, and 13 of this Agreement shall survive any termination.

**11. WHEELING AGREEMENT**

Nothing in this Agreement shall affect or amend any provision of the Wheeling Agreement, which shall remain in full force and effect.

**12. INSURANCE**

Each Agency shall carry insurance, risk pool coverage or self-insurance in types, limits and amounts sufficient to protect against all risks that may occur or arise as a result of each Agency's activities under this Agreement.

**13. GENERAL PROVISIONS**

- A. This Agreement will be construed in accordance with, and governed by, the laws of the State of California. The place where this Agreement is to be performed and its situs or forum will at all times be in the County of Sacramento.
- B. Each Agency will perform its obligations under this Agreement in compliance with all applicable federal, state and local laws and regulations. Each Agency also will possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform their obligations hereunder.
- C. Each Agency will keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to any work performed under this Agreement for a minimum period of three years (or for any longer period required by law) from the date of final payment of an Agency's invoice. With prior reasonable notice and at reasonable

times during regular business hours, each Agency may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement. For any work performed under this Agreement in excess of \$10,000, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the State Auditor General for three years following final payment under the Agreement in accordance with California Government Code section 8546.7.

- D. This Agreement is the result of the joint efforts and negotiations of both Agencies, and this Agreement will be interpreted as though each of the Agencies participated equally in the drafting and composition of this Agreement and each and every part hereof.
- E. This Agreement may not be assigned by either Agency without the written consent of the non-assigning Agency, and any purported assignment without such consent will be void.
- F. The provisions of this Agreement shall bind the Agencies' successor entities and authorized assigns.
- G. Neither City nor SCWA, nor their respective agents, consultants, or contractors, are or shall be considered agents of the other Agency in connection with the performance of this Agreement. Nothing in this Agreement shall be construed to create a joint venture, partnership, or other relationship between the City and SCWA.
- H. The waiver by either Agency of the other Agency's breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of the Agreement.
- I. No amendment or modification to this Agreement will be valid unless executed in writing and duly approved by both the City and SCWA.
- J. All Exhibits referred to herein and attached hereto are fully incorporated into this Agreement as if such Exhibits were set forth in their entirety at this place.
- K. This Agreement may be executed in counterparts, each of which will be deemed an original, and which taken together will constitute one and the same Agreement.

**CITY OF SACRAMENTO**

\_\_\_\_\_  
Dave Brent  
Director of Utilities

\_\_\_\_\_  
Date

For: John F. Shirey, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

**SACRAMENTO COUNTY WATER AGENCY**

\_\_\_\_\_  
Michael Peterson  
Director of Department of Water Resources,  
Acting as Agency Engineer  
Sacramento County Water Agency

\_\_\_\_\_  
Date

Agreement approved by  
Board of Directors:

Agenda Date: \_\_\_\_\_

Item Number: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Sarah Britton  
Deputy County Counsel  
Sacramento County

\_\_\_\_\_  
Date

## **EXHIBIT A**

### **SCWA Contact List**

- **Vicki Butler, Water Treatment Plant Manager 2: 203-3544**
- **Tom Pasterski, Water Treatment Plant Manager 1: 591-0468**
- **Wade Proctor, Distribution Water Manager: 214-3850**
- **Dispatch: 875-4246**

## **EXHIBIT B**

### **City Contact List**

- **Fairbairn Water Treatment Plant Control Room: 808-3120**
- **Mary Krizanosky, Supervising Plant Operators: 801-5970**
- **Dave Phillips, Water Superintendent: 952-8809**
- **Mike Malone, Plant Division Manager: 997-0133**
- **Dave Brent, Director of Utilities: 834-6715**