

NIPOMO COMMUNITY SERVICES DISTRICT

AGENDA

SEPTEMBER 20, 2000

REGULAR SESSION 10:30 A.M.

BOARD ROOM 148 S. WILSON STREET NIPOMO, CA

BOARD MEMBERS

ROBERT BLAIR, PRESIDENT
AL SIMON, VICE PRESIDENT
RICHARD MOBRAATEN, DIRECTOR
ALEX MENDOZA, DIRECTOR
MICHAEL WINN, DIRECTOR

STAFF

DOUGLAS JONES, GENERAL MANAGER
DONNA JOHNSON, SECRETARY TO THE BOARD
JON SEITZ, GENERAL COUNSEL

NOTE: All comments concerning any item on the agenda are to be directed to the Board Chairperson.

A. CALL TO ORDER AND FLAG SALUTE

B. ROLL CALL

C. PUBLIC COMMENTS PERIOD

PUBLIC COMMENTS

Any member of the public may address and ask questions of the Board relating to any matter within the Board's jurisdiction, provided the matter is not on the Board's agenda, or pending before the Board. Presentations are limited to three (3) minutes or otherwise at the discretion of the Chair.

D. ADMINISTRATIVE ITEMS (The following may be discussed and action may be taken by the Board.)

D-1) REQUEST FOR SERVICE 00-0170 (BUTLER)
Intent-to-Serve for Parcel Map CO 00-0170 - a three lot development at Primrose & Pino Solo

D-2) REQUEST FOR SERVICE 00-0066 (McBRIDE)
Intent-to-Serve for Parcel Map CO 00-0066 - a two lot development @ Day & Thompson Sts.

D-3) REQUEST FOR SERVICE - RENEWAL 97-0134 (BONITA HOMES)
Intent-to-Serve renewal for Parcel Map CO 97-0134 - a 4 lot development on W. Tefft St.

E. OTHER BUSINESS

E-1) AUTOMATIC METERING READING (AMR)
Approval to purchase AMR equipment

F. CONSENT AGENDA *The following items are considered routine and non-controversial by staff and may be approved by one motion if no member of the Board wishes an item be removed. If discussion is desired, the item will be removed from the Consent Agenda and will be considered separately. Questions or clarification may be made by the Board members without removal from the Consent Agenda. The recommendations for each item are noted in parenthesis.*

F-1) WARRANTS [RECOMMEND APPROVAL]

F-2) BOARD MEETING MINUTES [RECOMMEND APPROVAL]
Approval of Minutes of September 6, 2000 Regular Board meeting

G. MANAGER'S REPORT

G-1) ARTICLE ON POWER NEEDS

G-2) INCIDENT REPORT, April - August 2000

H. DIRECTORS COMMENTS

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL GC§54956.9

- a. SMVWCD vs NCSD Santa Clara County Case No. CV 770214 and all consolidated cases.
- b. NCSD vs. State Dept of Health Services CV 990706, GC§54956.9
- c. Litigation CPUC Appl. No. A 00-03-029 (Gov. Code §54956.9)

ADJOURN

TO: BOARD OF DIRECTORS
FROM: DOUG JONES *DJ*
DATE: SEPTEMBER 20, 2000

AGENDA ITEM
SEP 20 2000



REQUEST FOR SERVICE
PARCEL MAP 00-0170
BUTLER

ITEM

Request for water and sewer service for Parcel Map 00-0170 - a three (3) lot development at Primrose Lane and Pino Solo

BACKGROUND

The District has received a request from J. M. McGillis to provide water and sewer service to a 3 lot development on Primrose Lane at Pino Solo as shown on the attached plot plan. An Intent-to-Serve letter for the 3 lot development may be granted subject to the following conditions:

1. Enter into a Plan Check and Inspection Agreement and pay the appropriate fees.
2. Submit improvement plans, prepared in accordance with the District Standards and Specifications for review and approval.
3. Pay all appropriate District water, sewer and other fees associated with this development.
4. Construct the improvements required and submit the following:
 - a. Reproducible "As Builts" - A paper copy and digital format disk (Auto Cad) which includes engineer, developer, tract number and water and sewer improvements
 - b. Offer of Dedication
 - c. Engineer's Certification
 - d. A summary of all water and sewer improvement costs
5. This Intent-to-Serve Letter will expire two years from date of issuance.

RECOMMENDATION

Staff recommends that your Honorable Board approve the Intent-to Serve letter for the 3 lot development Parcel Map CO 00-0170 with the above mentioned conditions.



**JAMES MICHAEL MCGILLIS
PROFESSIONAL LAND SURVEYOR
PO BOX 1127 ARROYO GRANDE CA 93421**

750 FARROLL ROAD SUITE C GROVER BEACH CA 93433
PHONE (805)489-4343 FAX (805)489-0220
EMAIL JAMES.MCGILLIS@THEGRID.NET

16 August, 2000

**NIPOMO COMMUNITY SERVICES DISTRICT
P.O. BOX 326
NIPOMO, CA. 93444**

**SUBJECT: INTENT-TO -SERVE WATER AND SEWER SERVICE
CO 00-0170 (BUTLER) 3 LOT DEVELOPMENT.**

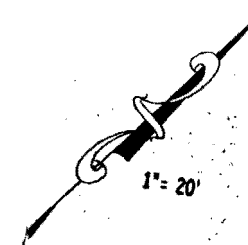
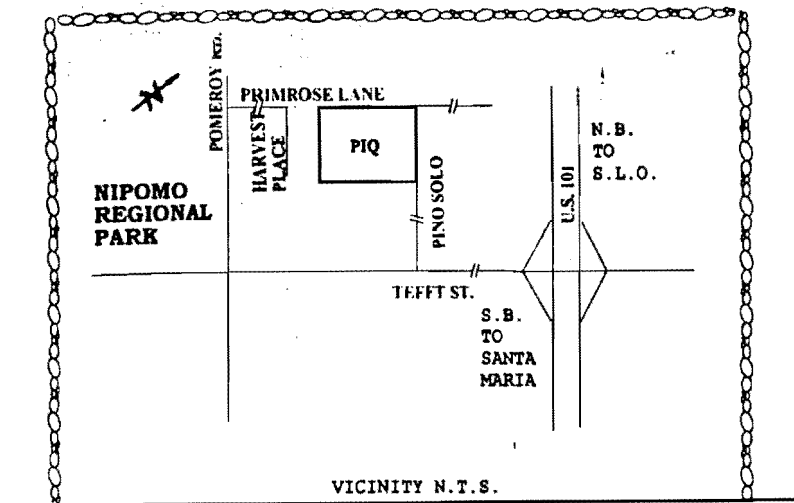
I have enclosed three copies of proposed vesting tentative parcel map CO 00-0170. The existing home on Lot 1 has water service. We need sewer service for all three lots and water service Lots two and three.

Please cause to be issued your standard intent to serve water and sewer service, so that we may begin the lot split process.

Sincerely,

**J. M. McGillis, PLS 4442
Lic. Exp. 30 Sep. 2001**

VESTING TENTATIVE PARCEL MAP CO 00-0170



LOT 2
39 PM 67

LOT 11

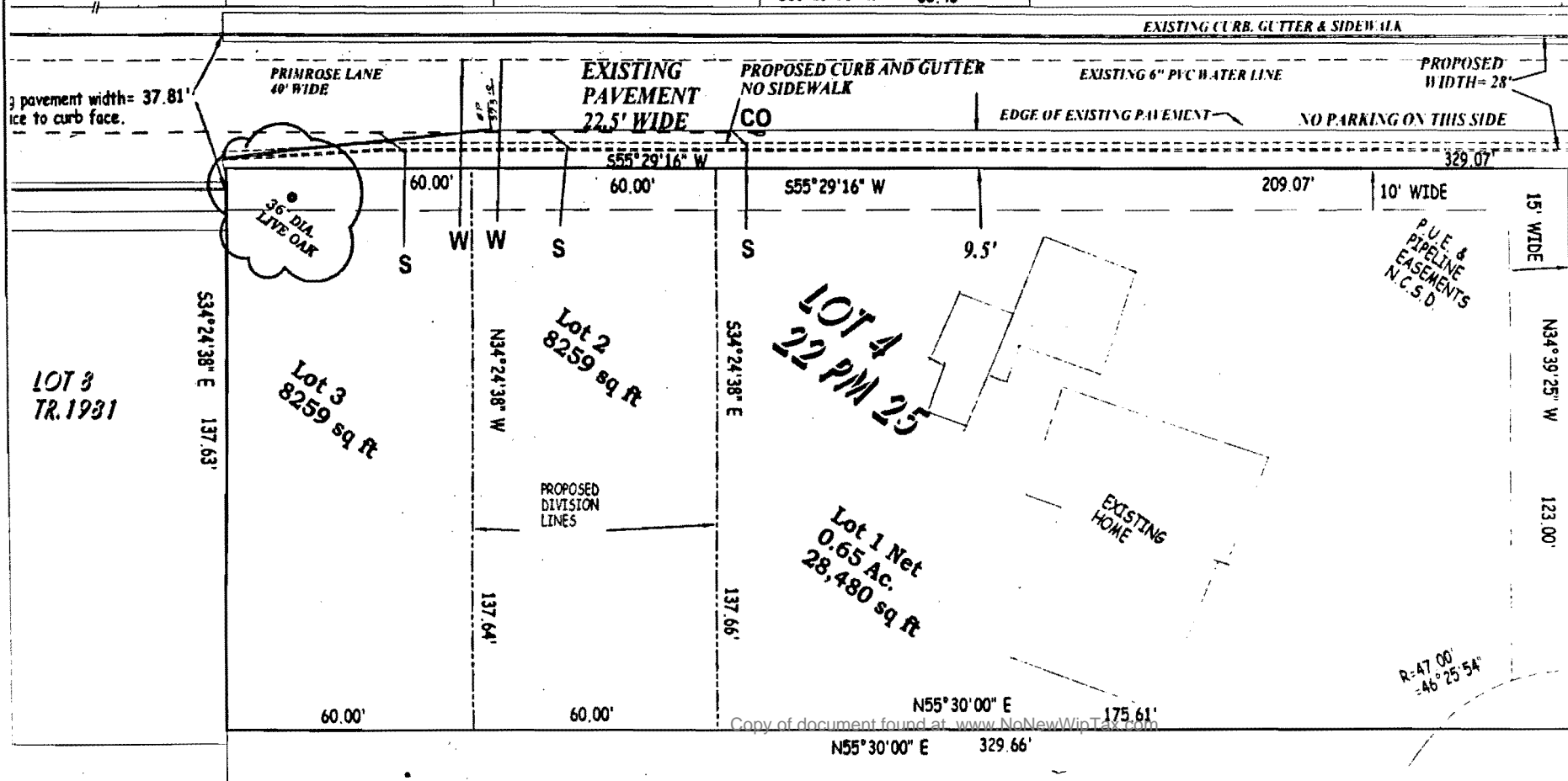
LOT 10

15 MB 13
555°29'16" W 65.45'

LOT 9

LOT 8

LOT 7



TO: BOARD OF DIRECTORS
FROM: DOUG JONES *DJ*
DATE: SEPTEMBER 20, 2000

AGENDA ITEM
SEP 20 2000



REQUEST FOR SERVICE
PARCEL MAP 00-0066
McBRIDE

ITEM

Request for water and sewer service for Parcel Map 00-0066 - a two (2) lot development at Thompson Avenue and Day Street.

BACKGROUND

The District has received a request from J. M. McGillis to provide water and sewer service to a 2 lot development on Thompson Avenue and Day Street as shown on the attached plot plan. An Intent-to-Serve letter for the 2 lot development may be granted subject to the following conditions:

1. Enter into a Plan Check and Inspection Agreement and pay the appropriate fees.
2. Submit improvement plans, prepared in accordance with the District Standards and Specifications for review and approval.
3. Pay all appropriate District water, sewer and other fees associated with this development.
4. Construct the improvements required and submit the following:
 - a. Reproducible "As Builts" - A paper copy and digital format disk (Auto Cad) which includes engineer, developer, tract number and water and sewer improvements
 - b. Offer of Dedication
 - c. Engineer's Certification
 - d. A summary of all water and sewer improvement costs
5. This Intent-to-Serve Letter will expire two years from date of issuance.

RECOMMENDATION

Staff recommends that your Honorable Board approve the Intent-to Serve letter for the 2-lot development Parcel Map CO 00-0066 with the above mentioned conditions.



JAMES MICHAEL MCGILLIS
PROFESSIONAL LAND SURVEYOR
PO BOX 1127 ARROYO GRANDE CA 93421

750 FARROLL ROAD SUITE C GROVER BEACH CA 93433
PHONE (805)489-4343 FAX (805)489-0220
EMAIL JAMES.MCGILLIS@THEGRID.NET

16 August, 2000

NIPOMO COMMUNITY SERVICES DISTRICT
P.O. BOX 326
NIPOMO, CA. 93444

SUBJECT: INTENT-TO -SERVE WATER AND SEWER SERVICE
CO 00-0066 (McBride) 2 LOT DEVELOPMENT.

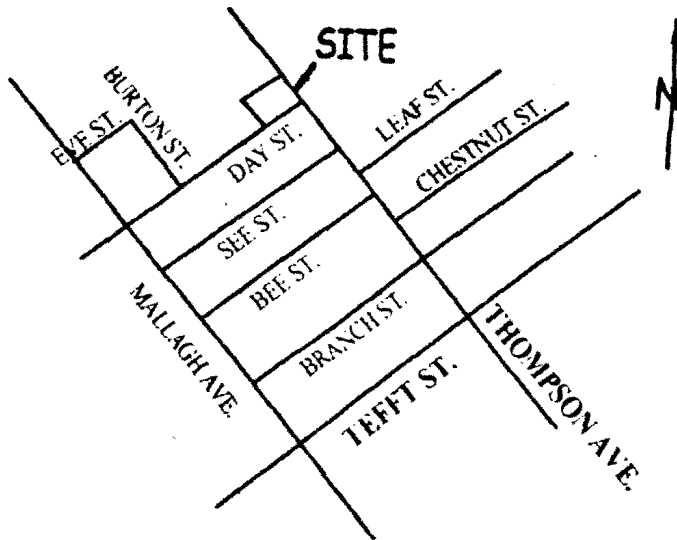
I have enclosed three copies of proposed vesting tentative parcel map CO 00-0066.
The existing home on Lot 1 has water service and sewer service. The owner tells me that
the service lines for water and sewer already exist for proposed Lot 2 We need sewer and
water service for both lots .

Please cause to be issued your standard intent to serve water and sewer service, so that we
may begin the lot split process.

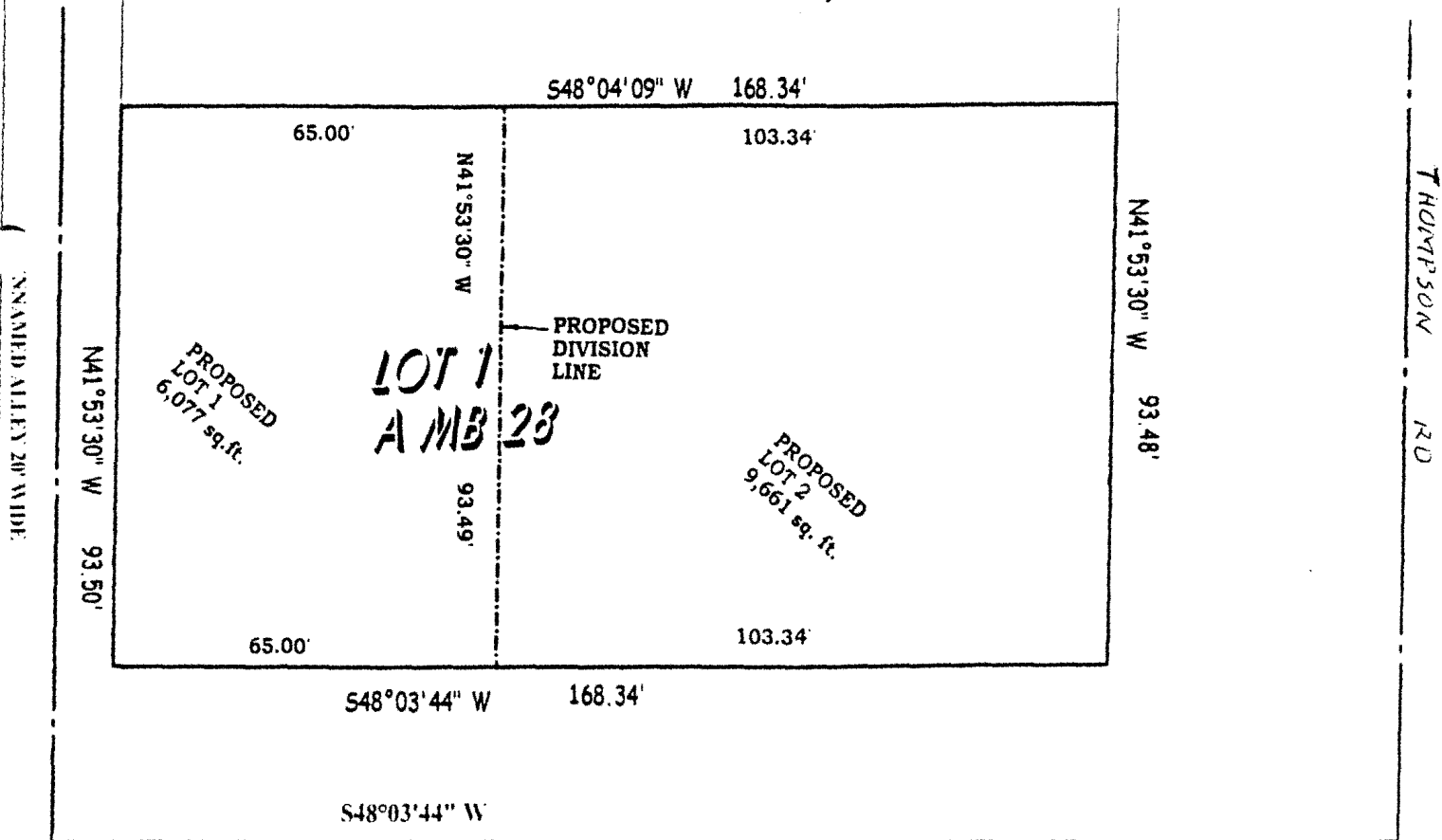
Sincerely,

J. M. McGillis, PLS 4442
Lic. Exp. 30 Sep. 2001





VICINITY MAP
(not to scale)



VESTING TENTATIVE PARCEL MAP CO 00-0066

TO: BOARD OF DIRECTORS
FROM: DOUG JONES *DJ*
DATE: SEPTEMBER 20, 2000

AGENDA ITEM
SEP 20 2000



REQUEST FOR SERVICE
RENEWAL
PARCEL MAP 97-0134
BONITA HOMES

ITEM

Request to renew Intent-to-Serve letter for water and sewer service for Parcel Map 97-0134 a 4-lot development on W. Tefft Street.

BACKGROUND

On June 19, 1998, the District issued an Intent-to-Serve letter for Parcel Map 97-0134 a 4-lot development on W. Tefft Street, as shown on attached parcel map. The District's Intent-to-Serve letters expire after 2 years, therefore, the applicant is requesting a renewal of the Intent-to-Serve for this project. The new Intent-to-Serve letter may be issued with the following conditions:

1. Install sewer laterals to each of the parcels.
2. Install water services to parcels without service
3. Submit a plan showing the location of the water and sewer services.
4. Enter into a Plan Check & Inspection Agreement and pay the appropriate fees,
5. Pay all appropriate District water, sewer and other fees associated with this development.
6. Construct the improvements required and submit the following:
 - Reproducible "As Builts" - A paper copy and digital format disk (Auto Cad) which includes engineer, developer, tract number and water and sewer improvements
 - Offer of Dedication
 - Engineer's Certification
 - A summary of all water and sewer improvement costs
7. This Intent-to-Serve Letter will expire two years from date of issuance.

RECOMMENDATION

Staff recommends that your Honorable Board approve the Intent-to Serve letter for the 4-lot development Parcel Map 97-0134 with the above mentioned conditions.



P.O. Box 1540 • 1587 El Camino Real
Arroyo Grande, California 93421-1540

(805) 489-9358 • (805) 481-6201 FAX

August 31, 2000

Nipomo Community Services District
148 South Wilson Street
PO Box 326
Nipomo, California 93444-0326

Attention: Doug Jones

Re: Parcel Map CO 97 - 0134

Hello Doug,

Pursuant to our conversation the other day, I would like to request an extension on our "Intent to Serve Letter" dated July 19, 1998. Attached herewith, you will find a check in the amount of \$50.00 for the processing fee involved with the extension.

Thank you,

A handwritten signature in black ink, appearing to read "Tony Crowe", is written over the typed name.

Tony Crowe

RECEIVED

SEP 01 2000

NIPOMO COMMUNITY
SERVICES DISTRICT

TEFFT ST.

LOT 12

ASSESSORS' PARCEL NUMBERS
APN 02-130-011

OWNER'S STATEMENT

I HEREBY APPLY FOR APPROVAL OF THE DIVISION OF REAL PROPERTY SHOWN ON THIS PLAT AND STATE THAT I AM THE LEGAL OWNER OF SAID PROPERTY OR THE AUTHORIZED AGENT OF THE LEGAL OWNER AND THAT THE INFORMATION SHOWN HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

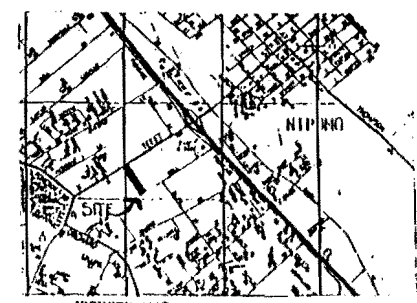
WESTLAND ENGINEERING COMPANY
75 ZACA LANE, SUITE 100, SAN LUIS OBISPO, CA 93401
(805)-541-2394

RECORD OWNER JACK GHORMLEY
P.O. BOX 1540, ARROYO GRANDE, CA

ENGINEER'S STATEMENT

I HEREBY STATE THAT THIS MAP WAS PREPARED BY ME UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE COMPLIED WITH THE LOT DIVISION ORDINANCE OF THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

TERENCE K. ORTON, P.E. 21807, EXPIRES 9-30-97
WESTLAND ENGINEERING COMPANY
75 ZACA LANE, SUITE 100, SAN LUIS OBISPO, CA 93401
(805)-541-2394



VICINITY MAP

**CO-97-0134
VESTING TENTATIVE
PARCEL MAP**

OF PARCEL A OF CO-68-97 BEING A PORTION OF LOT 4 OF THE WARDUS SUBDIVISION OF RANCHO NIPOMO IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

REQUESTED BY:
JACK GHORMLEY

PREPARED BY:
WESTLAND ENGINEERING COMPANY
75 ZACA LANE, SUITE 100, SAN LUIS OBISPO, CA 93401
(805)-541-2394

JULY 1997 SHEET 1 OF 1
JOB NO. 97-040

PARCEL 1
1.1 ACRES
PARCEL A

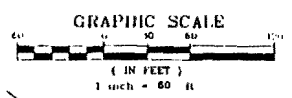
PARCEL 2
1.1 ACRES

PARCEL 3
0.9 ACRES

PARCEL 4
0.7 ACRES

PARCEL B

LOT 4
11 23 23



ZONE

ST. LINE

TANIS PLACE

TRACT 1799


TO: BOARD OF DIRECTORS
FROM: DOUG JONES
DATE: APRIL 22, 1998


PARCEL MAP CO 97-0134 (GHORMLEY)
REQUEST FOR SERVICE

The District has received a request from Westland Engineering Co. for Parcel Map CO 97-0134 (Ghormley) a three (3) lot development on West Tefft Street. The attached parcel map indicates that Parcel 1 is 2.3 acres, while Parcel 2 and 3 are 0.8 acres. Parcel 2 & 3 will require sewer service, whereas Parcel 1 will not. It will be a District recommendation that a sewer lateral be installed to Parcel 1 at the time Parcel 2 & 3 are installed. Water and sewer service presently fronts the proposed parcel map with one existing water service. It will be staff's recommendation that an Intent-to-Serve letter be issued to Parcel Map CO-97-0134 with the following conditions.

1. Install a sewer lateral to each parcel.
2. Install water services to the two parcels without service.
3. Submit a plan to the District showing the location of the water and sewer services and pay District inspection fees.
4. Pay all appropriate District water and sewer fees.
5. The Will-Serve letter to be issued after additional well production is on line.
6. Place a 3/4 inch conduit between the meter and the phone jack on the house for future automatic meter reading.

It would be in order for a motion to provide an Intent-to-Serve letter for Parcel Map CO-0134 with the above conditions.

TO: BOARD OF DIRECTORS
FROM: DOUG JONES 
DATE: SEPTEMBER 20, 2000

AGENDA ITEM 
SEP 20 2000

AUTOMATIC METER READING

ITEM

Authorization to purchase Automatic Meter Reading equipment

BACKGROUND

The District has been investigating the possibility of using Automatic Meter Reading from the existing manual reading of water meters in the District. The District has investigated a number of vendors that supply equipment for the Automatic Meter Reading (AMR) and has selected Datamatic's equipment to be used by the District. The reason we selected Datamatic's equipment over the others is as follows:

1. It is not proprietary. It will fit on any water meter with a sweep hand that the District has.
2. The District does not have to retrofit manufacturer's meter for the equipment to work on.
3. Ease of installation.
4. Very competitive costs compared to other AMR devices.

Once the equipment is installed, meter reading will be accomplished by driving by the meter location. A hand-held device will record the meter read and then it will be down loaded into the office computer for billing. It is estimated that the labor saving associated with AMR devices is equivalent to one-half man-month. The District will contract for the installation of the equipment in the meter boxes. The District has budgeted \$337,575 this Fiscal Year for AMR equipment and training. Datamatic proposal is for 3200 AMR devices, software and training for \$300,591 plus tax of \$21,792.84 for a total of \$322,383.84. Staff is presently requesting proposals to install the AMR equipment on the meters.

Attached is the purchase, training, service, and maintenance agreement for acquiring the Datamatic AMR equipment.

RECOMMENDATION

Staff recommends that the Board authorize the President of the Board to execute the agreement for the purchase of the AMR equipment and hold the agreement until installation services are consummated.

Board 2000\AMR Devices.DOC

ROUTE STAR PURCHASE, LICENSE AND MAINTENANCE AGREEMENT

This RouteSTAR Purchase, License and Maintenance Agreement (hereinafter "Agreement") is made on this _____ day of _____, 20__ by and between DATAMATIC.COM, LTD, a Texas limited partnership, located at 715 North Glenville Drive, Suite 450, Richardson, Texas 75081 (hereinafter referred to as "Datamatic"), and the Nipomo CSD, doing business at 148 South Wilson Street Nipomo, California 93444, (hereinafter referred to as "Purchaser and/or Licensee").

RECITALS

- A. WHEREAS Datamatic sells computer hardware and licenses, in object form only, proprietary computer software as a system, hereinafter referred to as "System" and provides maintenance on the System; and
- B. WHEREAS Purchaser desires to acquire the System and maintenance from Datamatic:

IN CONSIDERATION of the payment of the deposit, the terms and conditions of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I - GENERAL TERMS

1. ASSIGNMENT. The rights and duties of the respective parties may be assigned only with the prior written consent of the nonassigning party.
2. PROPRIETARY INFORMATION.
 - A. Definitions. As used herein, the term "Proprietary Information" shall mean and include Datamatic's software, software specifications, and software routines (including without limitation the display routines, the routines permitting alteration in direction and sequence, and interface routines permitting the communication of data over telephone lines), Datamatic's keyboard layout, and the prompting sequences embodied in Datamatic's software. This definition shall extend to Proprietary Information in whatever form such Proprietary Information may be embodied, including but not limited to source code, object code, System documentation, System specifications, flow charts and diagrams, photographic representations, and variations made to Datamatic Software at the request of Purchaser and special adaptations whether designed by Purchaser or Datamatic, or as the result of the joint effort of Datamatic and Purchaser.
 - The term "Proprietary Information" shall not extend to any information, or any embodiment of information, which has become general public knowledge or is generally known in the trade.
 - B. Protection of Proprietary Information. The parties hereto agree that all Proprietary Information disclosed by Datamatic to Purchaser in connection with this Agreement constitutes the trade secrets and/or confidential information of Datamatic, and shall be held in trust and confidence by Purchaser. Purchaser agrees to take reasonable steps to ensure the secrecy of the Proprietary Information of Datamatic; such reasonable steps shall include, but are not limited to, the adoption of reasonable security procedures, and notification in writing to persons having access to the Proprietary Information that the Proprietary Information embodies the trade secrets and confidential information of Datamatic, and is not to be used or disclosed without proper authorization from Datamatic.
3. TRADE NAMES. Purchaser acknowledges that ROUTESTAR, DATASWITCH, ROADRUNNER and FIREFLY are proprietary trade names of Datamatic.
4. ENTIRE AGREEMENT. It is agreed that this Agreement and the Exhibits attached hereto and made a part hereby embody the entire agreement of the parties in relation to the subject matter hereunder, and that there is no other oral or written agreement or understanding between the parties at the time of execution pertaining to the subject matter of this Agreement. This Agreement shall not be modified except by the written agreement of all parties hereto.
5. GOVERNING LAW. The parties hereto agree that this Agreement is accepted, entered into and enforceable in the State of California. This Agreement shall be governed by the laws of the State of California. To the extent that there is to be a delivery or performance of services in connection with the sale of goods under this Agreement, such services will be deemed "goods" within the definition of the Uniform Commercial Code.
6. LEGAL CONSTRUCTION. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
7. FORCE MAJEURE. Neither party hereto shall be in default by reason of any failure of its performance under this Agreement if such failure results, whether directly or indirectly, from fire, explosion, strike, freight embargo, act of God, act of the public enemy, war, civil disturbance, act of government, de jure or de facto, or any agency or official thereof, labor shortage, transportation contingencies, unusually severe weather, default of manufacturer or a supplier or subcontractor, quarantine, restriction epidemic, or catastrophe, lack of timely instructions or essential information from the other party. The occurrence of any event enumerated herein shall extend performance required under this Agreement by the amount of delay

occasioned by such occurrence.

8. **INFRINGEMENT.** Datamatic will defend, at its own expense, any action brought against Purchaser to the extent that such action is based on a claim that the System, including the Hardware as described in Article 3, Paragraph 1 and the software as described in Article 4, Paragraph 1, or any part thereof, infringes any patent or copyright, or constitutes misappropriation or unauthorized use of any person's trade secret. Datamatic shall indemnify and hold Purchaser harmless from all damages, costs, and expenses arising from such claims, provided that Purchaser notifies Datamatic in writing within 10 days from the date such claim is asserted. Datamatic shall have the sole right to control the defense, negotiations, settlement and compromise of any such action. If the System and/or Software becomes, or in Datamatic's opinion is likely to become, the subject of such a claim, Datamatic may, at its option, either (1) obtain for Purchaser the right to continue using such System and/or Software; (2) replace such System and/or Software with a non-infringing System and/or Software; or (3) modify such System and/or Software to make it non-infringing, so long as such replacement or modification is functionally equivalent in capability and performance to the then-existing System and/or Software. If Datamatic or Purchaser learns or should have reasonably learned that such an action has been filed or threatened against Datamatic or Purchaser, Datamatic or Purchaser, as the case may be, shall notify the other party promptly in writing. Datamatic shall not be liable for, and Purchaser shall indemnify Datamatic against, damages arising from use of the System and/or Software by Purchaser more than 10 days after Purchaser has learned or been notified of such a filed or threatened action. In no event shall Datamatic be liable for special, consequential or punitive damages arising from such a filed or threatened action. The foregoing states the entire liability of Datamatic to Purchaser with respect to infringement of any patent or copyright or any misappropriation or unauthorized use of another person's trade secret. Datamatic shall not be liable to Purchaser if any claim of patent or copyright infringement, or claim of misappropriation or unauthorized use of another person's trade secret, is based upon the use of the System and/or Software, or any part of either, in connection with equipment or software not delivered or licensed by Datamatic, or in a manner for which the System and/or Software or any part of either, has been modified by or for Purchaser. Purchaser agrees to indemnify Datamatic for damages, costs, and expenses arising from a claim of patent or copyright infringement or misappropriation of trade secrets, which claim results, in whole or in part, from incorporation of Purchaser's designs, hardware, software, or specifications into the System.
9. **TAXES, SHIPPING AND INSURANCE.** Purchaser shall pay all taxes arising out of this Agreement, except for taxes levied upon the net income of Datamatic. Purchaser agrees to provide an exemption certificate with this contract if Purchaser qualifies as an exempt organization for state sales and use tax purposes. The shipping party pays shipping charges. Purchaser agrees that no common carrier whose services are retained by Datamatic shall be the agent of Datamatic.
10. **RISK OF LOSS.** Risk of loss as to the System or any part thereof shall pass to Purchaser upon delivery. Damage to the system in the possession of Purchaser shall be the responsibility of the Purchaser.

ARTICLE 2 - PAYMENT

1. Purchaser shall pay Datamatic for the System, including training thereon, training manuals, and shipping charges the sum of \$300,591.00, exclusive of taxes. Payment shall be made as follows:
 - A. \$150,295.50 shall be paid to Datamatic contemporaneously with the execution of this Agreement.
 - B. \$150,295.50 shall be paid to Datamatic upon installation of the equipment and software identified in Schedule A at Purchaser's premises, completion of training and notification to Purchaser by Datamatic that the System conforms to Specifications. Installation of FIREFLY MIU's, other than those done for training purposes, are excluded unless otherwise noted.
2. **MAINTENANCE.** Purchaser agrees to pay a monthly maintenance charge for the maintenance services provided by Datamatic under this Agreement following a one year warranty period. This warranty period is to begin upon delivery of the system. The first payment shall be due on the first day of the month following the one year anniversary of delivery of the completed System and shall contain the pro rata monthly amount due from the date of the one year anniversary of delivery to the end of the month in which the one year anniversary of delivery occurs, plus the following month payable in advance. Thereafter each monthly payment shall be due on the first day of each succeeding month payable in advance. The monthly charge for the first twelve months following the one year anniversary of delivery shall be \$210.50. The monthly charge is subject to change in the event Purchaser purchases additional equipment and/or licenses additional software, and also on the second anniversary date of delivery and all subsequent anniversary dates of delivery of the completed System, but in no event shall the annual percentage change in the monthly charge exceed ten (10) percent. Purchaser may terminate the maintenance charge effective the third anniversary date of delivery of the completed System or any subsequent anniversary date of delivery of the completed System by providing DI written notice of termination of maintenance no later than sixty (60) days prior to the effective anniversary date. The parties agree that maintenance is automatically renewed for the subsequent year should Purchaser not elect to terminate maintenance.
3. Any principal amounts payable hereunder that remain unpaid after the due date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid.

ARTICLE 3 - HARDWARE

1. **PURCHASE.** The System shall include the hardware and equipment identified in Schedule A, included herein, and hereby incorporated by reference, hereinafter referred to as "Hardware".
2. **TITLE.** Title to said Hardware shall transfer to Purchaser upon payment to Datamatic of the total sum set forth in Article 2, Paragraph 1.

ARTICLE 4 - SOFTWARE

1. SPECIFICATIONS. The system shall include software to meet the Functional Specifications applicable at time of Agreement, hereinafter referred to as "Software" or "Datamatic Software". A copy of the Functional Specifications is attached hereto as Exhibit 1.
2. Datamatic SOFTWARE LICENSE GRANT. Datamatic hereby grants to Licensee a nontransferable and nonexclusive license for the use and possession of the Datamatic Software in object code form only. Said license is granted under the terms and conditions set forth herein.
 - A. Licensee agrees that Datamatic retains ownership rights to the Datamatic software, and that Licensee acquires no title to the Datamatic Software, nor any other interest in the Datamatic Software, other than the right to use and possess the Datamatic Software in accordance with the terms and conditions of this Agreement. All rights not explicitly granted to Licensee are retained by Datamatic. Licensee also agrees not to make any copies or reproductions of the Datamatic Software other than one copy to be used by Licensee as a back-up for emergency situations.
 - B. The Datamatic Software may be used only in connection with the ROADRUNNER units purchased from Datamatic under this Agreement or in the future. Licensee may purchase additional ROADRUNNER units from Datamatic, and may use the Datamatic Software with such units.
 - C. The Datamatic Software on the DATASWITCH is warranted by Datamatic to operate only on an IBM-compatible Personal Computer. In the event Purchaser supplies any Personal Computer other than an IBM-compatible as the DATASWITCH, Datamatic makes no representations as to System performance, and Purchaser agrees to make all payments to Datamatic in accordance with ARTICLE 2, Paragraph 1.
 - D. For the purpose of inspection to determine Licensee's compliance with the terms and conditions of this Agreement, Licensee hereby grants Datamatic the right, during regular business hours, and in compliance with established security procedures to enter Licensee's premises where the Datamatic Software is located.
 - E. Licensee shall not use the Datamatic Software in service bureau and/or timesharing operations. Licensee shall only use the Datamatic Software to perform Licensee's work; and Licensee shall not permit anyone but Licensee's employees to use the Datamatic Software.
 - F. Licensee agrees that it shall not attempt to or actually sell, give, lend, lease, convey, transfer, license, sublease, provide, or in any other manner transfer any of its rights in the Datamatic Software, whether or not modified.

ARTICLE 5 - SYSTEM TRAINING

Datamatic shall provide Purchaser three (3) days of System training at Purchaser's location. All travel and living expenses are at Datamatic's expense.

ARTICLE 6 - WARRANTIES

1. Datamatic warrants that the System on the date of delivery to Purchaser shall conform to the Functional Specifications. The exclusive remedy for breach of this warranty shall be repair or replacement as to nonconforming hardware, at Datamatic's option; and the provision of conforming software, as to nonconforming software.
2. DISCLAIMER OF WARRANTY AND LIMITATIONS OF REMEDIES. Purchaser understands and agrees as follows:
 - A. THE EXPRESS WARRANTIES AS SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED BY DATAMATIC.
 - B. DATAMATIC SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING HARDWARE, PRODUCTS, SERVICES, SOFTWARE OR ANY OTHER PERFORMANCE UNDER OR PURSUANT TO THIS AGREEMENT.
 - C. THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF ANY AND ALL WARRANTIES AND THE SOLE REMEDIES FOR DATAMATIC'S LIABILITY OF ANY KIND (INCLUDING LIABILITY FOR NEGLIGENCE) WITH RESPECT TO THE SYSTEM, HARDWARE, PRODUCTS, SERVICES AND SOFTWARE COVERED BY THIS AGREEMENT AND ALL PERFORMANCE BY Datamatic UNDER OR PURSUANT TO THIS AGREEMENT, WILL BE LIMITED TO THE REMEDIES SET FORTH IN THIS ARTICLE EXCEPT AS PROVIDED IN ARTICLE 1, PARAGRAPH 8 (INFRINGEMENT).
 - D. IN NO EVENT SHALL DATAMATIC'S LIABILITY OF ANY KIND INCLUDE ANY SPECIAL INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF DATAMATIC SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

ARTICLE 7 - MAINTENANCE

Datamatic agrees to provide maintenance services on the System subject to the terms and conditions set forth herein and upon receipt of the monthly

1. SCOPE. Datamatic shall keep the Hardware and the Datamatic Software in good working order. Maintenance services shall include:
 - A. Preventive Hardware maintenance as is generally provided by the equipment manufacturers.
 - B. Software maintenance, including providing Purchaser with such revisions, updates and improvements in the Datamatic Software as Datamatic generally makes available to licensees of the Datamatic Software; and
 - C. Remedial maintenance of both the Hardware and Datamatic Software.
3. PERFORMANCE OF MAINTENANCE. Purchaser agrees that Datamatic may subcontract Hardware maintenance services under this Agreement.
4. EXCLUSIONS. Maintenance services shall not include:
 - A. Repair of FIREFLY Meter Interface Units.
 - B. Repair of Programming/Profiling Units.
 - C. Electrical work external to the Hardware or maintenance of accessories, alterations, attachments or other devices not furnished by Datamatic;
 - D. Repair of damage or increase in service time caused by accident, transportation, neglect or misuse and alterations (which shall include, but not be limited to, any deviation from circuit or structural machine design as provided by Datamatic);
 - E. Repair of damage or increase in service time attributable to the use of the Hardware for other than data processing purposes for which designed;
 - F. Furnishing platens, batteries, supplies or accessories; painting or refinishing the machines or furnishing material therefore; making specification changes or performing services connected with relocation of machines; or adding or removing accessories, attachments or other devices.

ARTICLE 8 - TERMINATION

1. In the event Purchaser fails to perform any non-monetary obligation in accordance with the terms and conditions of this Agreement and Datamatic notifies Purchaser in writing of the details of said failure of performance, then Datamatic may, at its option, terminate this Agreement if Purchaser fails to cure said deficiencies in performance within ten (10) days of its receipt of said notice.
2. Licensee may terminate its license of the Datamatic Software upon sixty (60) days written notice to Datamatic.
3. In the event either party terminates this Agreement or the license of Datamatic Software, or should Purchaser fail to make any monthly payment for maintenance, all licenses granted under this Agreement shall be terminated, and Purchaser shall, within fifteen days following such termination, return to Datamatic the Datamatic Software in whatever form retained, and all copies of Datamatic Software documentation. Purchaser shall certify in writing to Datamatic that Purchaser has so returned the Datamatic Software documentation to Datamatic.
4. Following the third anniversary of the date of delivery of the completed System, DI may terminate its obligation to provide maintenance upon sixty (60) days written notice to the Purchaser. The parties agree that in the event that DI terminates maintenance pursuant to this provision or if Purchaser terminates maintenance pursuant to the provision described in Article 2, Section 2. DI hereby grants Purchaser a perpetual license to the DI Software.

DATAMATIC.COM, LTD

NIPOMO CSD

BY: Philip J. Masters

BY: _____

TITLE: Chief Financial Officer

TITLE: _____


SIGNATURE


SIGNATURE

**SCHEDULE A
HARDWARE, SOFTWARE, AND TRAINING SCHEDULE**

QUANTITY	DESCRIPTION	
1	ROADRUNNER 860ES Hand-Held Terminals (2MB) including NiCad batteries and carrying straps	2,160.00
1	Four-Slot Communication/Charging Cradle	1,236.00
1	Radio Frequency Receiving Unit for ROADRUNNER 860ES (integrated)	1,800.00
2	Programming/Profiling Unit	500.00
3,200	FIREFLY Meter Interface Unit for Water	284,800.00
1	FIREFLY AMR Software License	5,000.00
1	RouteSTAR Route Management Software and License for DATASWITCH	1,995.00
2	RouteSTAR Route Management Software and License for ROADRUNNERS	250.00
	3 Days On-Site Training and 1 Copy of Complete System Documentation	2,850.00

AGENDA ITEM
SEP 20 2000



TO: BOARD OF DIRECTORS
FROM: DOUG JONES 
DATE: SEPTEMBER 20, 2000

CONSENT AGENDA

The following items are considered routine and non-controversial by staff and may be approved by one motion if no member of the Board wishes an item be removed. If discussion is desired, the item will be removed from the Consent Agenda and will be considered separately. Questions or clarification may be made by the Board members without removal from the Consent Agenda. The recommendations for each item are noted in parenthesis.

- F-1) WARRANTS [RECOMMEND APPROVAL]
- F-2) BOARD MEETING MINUTES [RECOMMEND APPROVAL]
Approval of Minutes of September 6, 2000 Regular Board meeting

C:\W:Bd2000\Consent SEPT20.DOC



WARRANTS SEPTEMBER 20, 2000

HAND WRITTEN CHECKS

18369	9/6/00	THE GAS CO	\$5,119.51
18370	9/6/00	G. HODGES	73.50
18371	9/6/00	CAL WEST	99.44
18372	9/6/00	R. WALLOCH	39.10

VOID None

005156	09/20/00	MCK01	MCKESSON WATER PRODUCTS	16.00
005157	09/20/00	MEN01	ALEX MENDOZA	100.00
005158	09/20/00	MIS01	MISSION UNIFORM SERVICE	242.96
005159	09/20/00	MOB01	RICHARD MOBRAATEN	100.00
005160	09/20/00	NIP01	NIPOMO ACE HARDWARE INC	184.19
005161	09/20/00	NIP02	NIPOMO GARBAGE	42.50 12.25
			Check Total.....:	54.75
005162	09/20/00	NIP03	NIPOMO SHELL	795.77
005163	09/20/00	POS02	POSTALIA	8.31
005164	09/20/00	QUI01	QUILL CORPORATION	85.47 86.74
			Check Total.....:	172.21
005165	09/20/00	QUI02	QUINN COMPANY	542.92
005166	09/20/00	REY01	CARLOS J. REYNOSO, CPA	3000.00
005167	09/20/00	SHI01	SHIPSEY & SEITZ, INC	4248.00
005168	09/20/00	SIM02	ALBERT SIMON	100.00
005169	09/20/00	SPE01	SPECIAL DISTRICT RISK	125.00
005170	09/20/00	STA03	STATEWIDE SAFETY & SIGNS	8.99 40.48
			Check Total.....:	49.47
005171	09/20/00	USA01	USA BLUEBOOK	256.33
005172	09/20/00	VER01	VERIZON	28.38
005173	09/20/00	WIN01	MICHAEL WINN	100.00

COMPUTER GENERATED CHECKS

005143	09/20/00	ASM01	FRED ASMUSSEN	1000.00
005144	09/20/00	AVC01	AVCO FIRE EXTINGUISHER C.	157.00
005145	09/20/00	CAL01	CAL MARIA ENGINES & EQUIP	253.05
005146	09/20/00	COR01	CORBIN WILLITS SYSTEMS	915.00
005147	09/20/00	CRE01	CREEK ENVIRONMENTAL LABS	50.00 30.00 30.00 30.00 30.00
			Check Total.....:	170.00
005148	09/20/00	EGL01	EGL ENVIRONMENTAL	44.80 44.80 44.80 44.80
			Check Total.....:	179.20
005149	09/20/00	GAR01	GARING TAYLOR & ASSOC	699.02 1746.25
			Check Total.....:	2445.27
005150	09/20/00	GIL01	GLM	217.00
005151	09/20/00	GRA01	GRAND FORMS	845.91 1302.95 5301.93
			Check Total.....:	7450.79
005152	09/20/00	GRO01	GROENIGER & CO	690.16
005153	09/20/00	IKO01	IKON OFFICE SOLUTIONS	47.20
005154	09/20/00	JOH01	DONNA JOHNSON	30.78
005155	09/20/00	MCI01	MCI WORLD COM	21.34 23.79 13.09 7.31
			Check Total.....:	65.73

NIPOMO COMMUNITY SERVICES DISTRICT

MINUTES

SEPTEMBER 6, 2000

AGENDA ITEM

SEP 20 2000



REGULAR SESSION 10:30 A.M.

BOARD ROOM 148 S. WILSON STREET NIPOMO, CA

BOARD MEMBERS

ROBERT BLAIR, PRESIDENT
AL SIMON, VICE PRESIDENT
RICHARD MOBRAATEN, DIRECTOR
ALEX MENDOZA, DIRECTOR
MICHAEL WINN, DIRECTOR

STAFF

DOUGLAS JONES, GENERAL MANAGER
DONNA JOHNSON, SECRETARY TO THE BOARD
JON SEITZ, GENERAL COUNSEL

NOTE: All comments concerning any item on the agenda are to be directed to the Board Chairperson.

A. CALL TO ORDER AND FLAG SALUTE

President Blair called the meeting to order at 10:33 a.m. and led the flag salute.

B. ROLL CALL

At Roll Call the following Board members were present:

Directors Mendoza, Mobraaten, Simon and Blair. Director Winn had a planned absence.

C. PUBLIC COMMENTS PERIOD

PUBLIC COMMENTS

Any member of the public may address and ask questions of the Board relating to any matter within the Board's jurisdiction, provided the matter is not on the Board's agenda, or pending before the Board. Presentations are limited to three (3) minutes or otherwise at the discretion of the Chair.

During this agenda item, the following members of the public spoke:

John Snyder, 662 Eucalyptus, Nipomo - handed the Board copies of the Supreme Court decision of the Mojave case and advised the Board to look at certain aspects of the case. (40) " I am claiming the basin is balanced and that NCS D's existing pumpage is currently okay. NCS D carries the responsibility to watch the basin and keep it balanced along with the other appropriators."

Jessie Hill, NCAC Water Committee - Mojave decision will be guide for future. Also suggested a possible additional hook-up fee for new water services.

Evan Evanoff, NCAC Committee member, 490 Brytec Ct., Nipomo - Agreed with Mr. Hill about Mojave decision. NCAC has information urging building slow down until enough clean safe water available.

Vince McCarthy, 194 E. Dana, Nipomo - District needs a contingency plan. Could a moratorium be put on water until further water is found? Answer: The County has a moratorium on growth.

D. ADMINISTRATIVE ITEMS (The following may be discussed and action may be taken by the Board.)

D-1) REQUEST FOR WATER SERVICE (ORTIZ)

Outside District water service request @ 660 Cherokee Place

A request for water service was received from Salvador & Helen Ortiz, Jr. at 660 Cherokee Place, Nipomo for their live-in life-skills program because of a lack of water on their property.

During this agenda item, the following members of the public spoke:

Salvador Ortiz, 660 Cherokee Place, Nipomo - requested water service to his property for his program to help families get their lives back together. At the present time, there are 12 people living on the property. Application has been made to the County requesting expansion.

Mr. Seitz, District Counsel, reminded the Board that the applicant needs to provide proof of true hardship.

Jim Dunbar, 740 Black Oak Lane, Nipomo - Supports the program Mr. Ortiz is proposing but does not agree with serving or annexing this property.

NIPOMO COMMUNITY SERVICES DISTRICT
MINUTES
SEPTEMBER 6, 2000
PAGE TWO

Donna Melschau, 101 Melschau Road, Nipomo - Also does not agree with possible annexation or service. Others have tried to get service or annexation but were denied.

Director Simon moved to provide water to the Ortiz property. Motion failed due to lack of second. Director Mendoza would like to see the information requested by NCSD. This item was tabled until additional information is received.

D-2) REQUEST FOR ANNEXATION - CYPRESS RIDGE
Request from applicant to process their annexation

During this agenda item, the following members of the public spoke:

John Snyder, 662 Eucalyptus, Nipomo - Asked if requirement for the Ortiz' to provide water rights to the District was policy or applied sporadically.

Mr. Seitz said the District has no policy requiring water rights as a condition of annexation, however, an annexation agreement will lay out water right issues, source of water, etc.

Vince McCarthy, 194 E. Dana, Nipomo - commented that the suit may put NCSD in the same position as other water companies regarding Cypress Ridge.

Mr. Seitz answered that the annexation agreement will address issues of payment, source of water, etc.

Jessie Hill, Los Berros Village - Is Cypress Ridge EIR a binding agreement?

Mr. Seitz answered that an EIR is a public document providing information to the public. Age of EIR is important to information provided. Decisions and agreements are made from the information.

Upon motion of Director Mendoza and seconded by Director Mobraaten (Director Mobraaten wanted the public to be aware that the annexation would not affect their rates as determined in the agreement), the Board agreed to have an agreement drawn up between the District and Cypress Ridge, LP with respect to fees and costs associated with filing an annexation application with LAFCO.. Vote 4-0

D-3) ANNEXATIONS - TRACTS 1802, 1808 & 1856
LAFCO'S inquiry if NCSD will annex Tracts 1802, 1808 & 1856 (THE BLUFFS)

Correspondence was received from Paul Hood, Executive Officer of LAFCO, asking if NCSD would consent to annexation of Tracts 1802, 1808 and 1856 to the District.

During this agenda item, the following members of the public spoke:

Kent Stephens, The Bluffs Ltd, LLC (Tract 1802), P O Box 1454, Santa Maria - Wished to clarify that he represents the owners of Tract 1802. He does not know the status of the other tracts. He indicated that his tract has 38 parcels. Would like to know how he stands with this possible annexation.

Mr. Seitz, District Legal Counsel, the District does not annex if the applicant does not want to be annexed. SLO County has wanted the District to annex CSA 1 for a long time.

NIPOMO COMMUNITY SERVICES DISTRICT
MINUTES
SEPTEMBER 6, 2000
PAGE THREE

Jessie Hill, Los Berros Village - Agreed that the District should follow their rules. Are they {The Bluff's} in the Coastal Zone? Answer-No

Upon motion of Director Mobraaten and seconded by Director Mendoza, the Board directed staff to send letter to LAFCO that the District would look favorably on annexation of Tracts 1802, 1808 and 1856 upon receipt of a formal annexation request and provided they meet all District requirements. Vote 4-0

D-4) SUPPLEMENTAL WATER

Proposed study to evaluate supplemental water sources

Several options for a supplemental water supply have been investigated by the Board. It has been suggested that a study would be helpful to evaluate possibilities.

During this agenda item, the following members of the public spoke:

Evan Evanoff, 490 Brytec, Nipomo - Talked with John Wallace about tertiary treated water could not go directly into the water system but could be used elsewhere.

Vince McCarthy, 194 E. Dana St., Nipomo - Questions about State Water. Stated that De-sal water is high maintenance

Upon motion of Director Mobraaten and seconded by Director Simon, the Board authorized staff to prepare a "Request for Proposal" for a consulting engineering firm to evaluate supplemental water supply alternatives. Vote 4-0

E. OTHER BUSINESS

E-1) CSDA BOARD ELECTIONS

Voting For CSDA Board of Directors

Upon motion of Director Mendoza and seconded by Director Mobraaten, the Board unanimously agreed to send the ballot to elect a Board member for the California Special District's Association Seat A of Region 4 with a vote for Clifford "Scotty" Beere from Templeton CSD. Vote 4-0.

F. CONSENT AGENDA *The following items are considered routine and non-controversial by staff and may be approved by one motion if no member of the Board wishes an item be removed. If discussion is desired, the item will be removed from the Consent Agenda and will be considered separately. Questions or clarification may be made by the Board members without removal from the Consent Agenda. The recommendations for each item are noted in parenthesis.*

F-1) WARRANTS [RECOMMEND APPROVAL]

F-2) BOARD MEETING MINUTES [RECOMMEND APPROVAL]

Approval of Minutes of August 16, 2000 Regular Board meeting

Approval of Minutes of August 24, 2000 Special Board meeting

F-3) SURPLUS EQUIPMENT [RECOMMEND APPROVAL]

Sale of surplus items

Upon motion of Director Mobraaten, and seconded by Director Simon, the Board unanimously approved Items F-1 through F-3. Item F-4 was pulled for discussion.

There were no public comments.

F-4) REPLACEMENT OF FIRE HYDRANTS [RECOMMEND APPROVAL]

Requesting bids to replace old fire hydrants

Upon motion of Director Mobraaten and seconded by Director Mendoza, the Board unanimously authorized staff to advertise for bids for replacing the older dry barrel fire hydrants with wet barrel hydrants.

NIPOMO COMMUNITY SERVICES DISTRICT
MINUTES
SEPTEMBER 6, 2000
PAGE FOUR

G. MANAGER'S REPORT

Manager, Doug Jones, presented information on the following:

G-1) WALL STREET JOURNAL
Article on water issues

G-2) CANDIDATES FOR NCSD BOARD OF DIRECTORS

G-3) SET DATES TO REVIEW WATER RATE ADJUSTMENT

The Board agreed to have a Special Meeting on October 6 for the introduction and 1st reading of the water rate adjustment and to have the 2nd reading and adoption at their regular meeting of October 18, 2000.

H. DIRECTORS COMMENTS

Director Mobraaten reported on the Chamber of Commerce meeting at Black Lake featuring Mike Stoker.

Legal counsel, Jon Seitz, announced complainant intervention of CPUC Application No. A 00-03-029 has been filed.

There is no need to go into Closed Session.

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL GC§54956.9

- a. SMVWCD vs NCSD Santa Clara County Case No. CV 770214 and all consolidated cases.
- b. NCSD vs. State Dept of Health Services CV 990706, GC§54956.9
- c. Initiation of Litigation CPUC Appl. No. A 00-03-029 (Gov. Code §54956.9)

ADJOURN

President Blair adjourned the meeting at 11:50

AGENDA ITEM
SEP 20 2000



TO: BOARD OF DIRECTORS
FROM: DOUG JONES
DATE: SEPTEMBER 20, 2000

MANAGER'S REPORT

- G-1) ARTICLE ON POWER NEEDS
Article from the Wall Street Journal on power requirements in California

- G-2) INCIDENT REPORT, April - August 2000

Mgr 920600



Got a Computer? More Power to You.

By PETER HUBER
And MARK MILLS

It takes electrons to move bits. The digital economy, which most everyone loves, is completely dependent on the big central power plant, which most everyone hates. This is, or ought to be, an inconvenient fact for many politicians. Especially for those who would take credit for our digital prosperity, while opposing, on save-the-earth grounds, just about every fuel and technology that can deliver affordable power in the quantities that the digital economy requires.

Oracle's campus, in the heart of Silicon Valley, is a 13-megawatt electric load. Sun, spread across six campuses in the Valley, uses about 26 megawatts. These companies now consume as much power as small steel mills. And their requirements are growing over 7% per building, per year. Power consumption in the Valley has been growing at three times the rest of California's. Last Friday, after a summer that brought the Golden State to the brink of electric-power collapse, the California legislature adopted a bill to speed up the licensing and review of new power plants.

Leading Edge

Far from unique, Oracle and Sun typify the leading edge of the digital economy. Most of the extra power that the country now requires is being used in silicon chips and the optical and radio links that unite them across the Web.

A personal computer and its peripherals typically boost power consumption in your home by about 5% per year—more if you run with the Wired crowd. But most of digital infrastructure's burgeoning demand for power occurs out of sight. Almost all the power it takes to deliver a conventional picture is used in the den where you sit. The Web's invisible infrastructure, in contrast, consumes at least 10 times as much power as the hardware on Palm Pilot sips to power—but connect it can add as much as a refrigerator, in a digital transmission.

If the
for gr
cav
b

tained that we had already built the last big power plant we'd ever need. Light bulbs and motors had created the first great wave of demand for electricity a century ago; in the 1950s, air conditioning created the second. By the end of the 1970s, it was supposed to be all over—efficiency and conservation were going to take over from there.

"Only minor increases in electricity consumption occur" in the future, the Union of Concerned Scientists projected in 1980. Electricity consumption has in fact

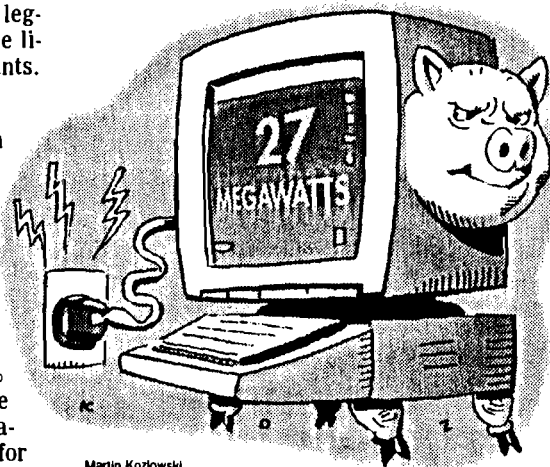
For years, no-growth regulators assumed we wouldn't need any more power plants. Then along came the energy-guzzling computer industry.

For increased power production, most of yesterday's no-growth crowd now tout "micropower"—such distributed generation technologies as solar and wind, or maybe fuel cells. Such technologies, they argue, will let us home-brew our own electrons, cleaner and more reliably, and right in our very own basements.

This is mainly wishful thinking. Most of the micropower technologies in actual use—diesel generators and small turbines—are much less efficient, and therefore far more expensive to operate, than the big, central-station units for which they might, at the margin, substitute. Most end up dirtier, too, as a result. Adding back-up generators is certainly essential to increase reliability, and that is why billions of dollars of such units are now being sold. But the micropower technologies at hand can't come remotely close to accommodating even a small fraction of the 3%-4% annual increases in power demand that now lie ahead, not at a cost that ordinary consumers will accept.

Finally, many of the no-growth school still cling to the hope that the problem somehow contains its own solution, that by consuming more energy in chips and fiber-optic lines, we will consume less on highways or in warehouses. Al Gore apparently subscribes to this view. "Already, microprocessors are reducing energy consumption and managing energy flows within machines, causing some truly dramatic reductions in the amounts of energy required," he argues in his recently released book, "Earth in the Balance."

Perhaps. By consuming more electricity (and thus, ironically, more coal), which is still the primary fuel behind our



INCIDENT REPORT
APR THROUGH AUG 2000

DATE	LOCATION	COMMENT	CAUSE & ACTION
04/06/00	SUMMIT STATION ANNEX AREA	POSSIBLE LOW PRESSURE 4/5/00 10 to 2 NO CALLS RECEIVED DURING TEST	BOYLE ENGINEERING DOING F.H. FLOW EVALUATION. THIS OFFICE CALLED CUSTOMERS THAT HAVE HAD PROBLEMS IN THE PAST
04/06/00	760 BEVERLY	TREES NEED TRIMMING AT PONDS	TRIMMED TREES AND CUT GRASS
04/12/00	125 N FRONTAGE	LOW PRESSURE	VONS COMPLETED REPAIR, CHECKED VALVE, PRESSURE RESUMED
04/12/00	719 DRUMM	NO WATER	CONTRACTOR HIT CUST WATER SERVICE, HE REPAIRED
04/24/00	869 PRIMROSE	MANHOLE COVER OFF	REPLACED MANHOLE COVER
04/24/00	410 KAYLE	METER BOX LID MISSING	REPLACED METER BOX LID
04/26/00	340 KESTREL	AIR VAC CAN RUSTY	PAINTED AIR VAC CAN
05/04/00	267 W TEFFT	METER BOX LID BROKEN	REPLACED METER BOX LID
05/05/00	1467 DALE	PRESSURE GOING UP AND DOWN	30PSI @METER, 18PSI @HOUSE, BF POSSIBLE PLUGGED, SYSTEM OK
05/08/00	275 SUMMIT STATION	AIR VAC CAN LEAKING	REPAIRED AIR VAC CAN
05/11/00	BAR K MOBLE HOME PARK, S OAKGLEN	NO WATER	DOG CHAINED TO BACKFLOW & BROKE LINE, CUST TO REPAIR
05/14/00	OMELETTES & MORE, TEFFT ST	LOW PRESSURE	ANGLE STOP BROKE, REPLACED IT AND CHANGED METER FROM 5/8 TO 1INCH
05/17/00	273 VAL VERDE	NO WATER	CUST HAS BROKEN LINE BEHIND HOUSE
06/16/00	775 SPRUCE	NO WATER	CUST VALVE OFF AT HOUSE
06/19/00	709 SOUTHLAND	CUST COMPLANTS OF SEWER SMELL	D.O. POND #1 WAS LOW 6, POND 2=7.7, POND 3=7.0, POND 4=8.6
06/21/00	275 SUMMIT STATION	LOW PRESSURE OFF & ON TODAY	CONTRACTOR PULLING FROM F.H. ON POMEROY
06/26/00	PHOEBE & VIOLET	F.H. LEAKING	REPLACED GASKET & BOLT
07/17/00	964 LIVE OAK RIDGE	CONTRACTOR MOVED SERVICE, HIGH USAGE	NEW METER, NOT TURNING, CONTRACTOR NOT USING CUST WATER
07/21/00	135 N DANA FOOTHILL	TANK FLOODED SUGAR PEAS	ALTITUDE VALVE STUCK AT STANDPIPE
07/27/00	1393 BLACK SAGE	LOW PRESSURE	PRESSURE OK AT METER, LEAK ON SIDE OF CUST HOUSE
07/31/00	360 BLACKHAWK	LOW PRESSURE SINCE 7/28/00	72PSI @ METER, POSSIBLE CUST PRESSURE REGULATOR, NO SIGN OF LEAK
08/08/00	1332 TOURNEY HILL	LOW PRESSURE OFF & ON	PRESSURE OK AT METER, REGULATOR SET TOO LOW, SHOWED CUST HOW TO ADJUST
08/14/00	674 POMEROY	LOW PRESSURE SINCE METER CHANGED OUT	PRESSURE OK AT METER, CLEANED SCREEN, SHOWED HOW TO CLEAN FAUCET SCREEN
08/17/00	875 PRIMROSE	LOW PRESSURE SINCE SHE BOUGHT HOUSE	PRESSURE OK AT METER, SHOWED CUST HOW TO ADJUST HER REGULATOR