


TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL 
DATE: OCTOBER 8, 2009

**AGENDA ITEM
E-5
OCT. 14, 2009**

AWARD QUOTE AND AUTHORIZE FINANCING FOR SEWER VACUUM TRUCK

ITEM

AWARD QUOTE AND AUTHORIZE FINANCING FOR SEWER VACUUM TRUCK [AWARD QUOTE AND ADOPT RESOLUTION]

BACKGROUND

In March 2009, your Honorable Board reviewed a cost benefit analysis, which included outsourcing Preventive maintenance work. The analysis was prepared assuming NCSD would hire 2 additional Utility Workers and purchase the equipment necessary to perform sewer cleaning, valve exercising and hydrant exercising. The analysis illustrated that it is cost effective for NCSD to perform this work in-house. The two vehicles which were to be purchased to facilitate this work are a vacuum truck and a new full sized pick-up truck. A new valve exercising machine was also budgeted for purchase.

Two vacuum truck companies were contacted to provide estimates for sewer cleaning machines. Copies of the estimates are attached. The lowest most responsive estimate for the vacuum truck was submitted by Municipal Maintenance Equipment (MME) for a Vac-Con Model V230BUH/500 3.5 yard combination Sewer and Storm Drain cleaning truck with a centrifugal compressor. The total price is \$207,952.31 including 8.25% sales tax. The quotes below all include sales tax.

Municipal Maintenance Equipment Quote–VacCon Model V230BUH/500	\$207,952.31
Municipal Maintenance Equipment Quote- Vac Con Model VPD2130BUH/500	\$213,157.24
Haker Equipment Company- Vactor Model 2103	\$224,474.78

Staff has coordinated with Municipal Finance Corporation (MFC) to provide for the funding as anticipated in the FY09-10 Budget. MFC is willing to finance the Vacuum Truck at 4.75% interest rate over a five year term. The resulting annual debt service for the \$207,952.31 principle would be about \$47,215. Attached is a draft resolution authorizing the borrowing and a draft agreement between NCSD and MFC regarding the loan (It should be noted that the debt service schedule and the principal set forth in the attached agreement will need to be restated).

It should be noted that staff did provide an opportunity for Gibbs to submit a quote, but they were unable to do so prior to publication of this packet.

FISCAL IMPACT

The Fixed Asset Purchases for Fiscal Year 2009-2010 Budget included \$241,350.00 for five year lease financing at 3.6% interest for a sewer jetting and cleaning vacuum truck. Interest and principal at 4.75% resulted in a budget NTE of \$52,064, which compares favorably to the \$47,215 requested.

RECOMMENDATION

The Staff recommends that your Honorable Board award the quote of purchase of the vacuum truck to the lowest quote from Municipal Maintenance Equipment (MME) for \$207,952.31 and adopt Resolution 2009-XXXX Finance Authorization. Staff believes that any of the three quotes (or a quote from Gibbs) could satisfy NCSD's long term need. For reference, the annual debt service cost for the \$213,157.24 MME Truck would be \$48,396 and the annual debt service cost for the \$224,474.78 Haker Truck would be \$50,966.

ATTACHMENTS –

- Resolution 2009-XXXX Finance Authorization
- Agreement with MFC
- Municipal Maintenance Equipment Quote –Vac Con Model V230BUH/500
- Municipal Maintenance Equipment Quote- Vac Con Model VPD2130BUH/500
- Haker Equipment Company- Vactor Model 2103

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RESOLUTION NO. _____

AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT SALE AGREEMENT, AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS IN CONNECTION WITH THE ACQUISITION OF A SEWER VACUUM TRUCK

WHEREAS, the Nipomo Community Services District (the "District") is a community services district duly organized and existing under and pursuant to the laws of the State of California; and

WHEREAS, the District desires to provide for financing in the approximate amount of \$207,952 for the acquisition of a sewer vacuum truck (the "Property"); and

WHEREAS, Municipal Finance Corporation (the "Corporation") has proposed a cost-effective five year installment sale financing arrangement at a 4.75% interest rate;

NOW, THEREFORE, it is resolved by the Board of Directors of the Nipomo Community Services District as follows:

SECTION 1. Installment Sale Agreement. The President of the Board of Directors or a designee in writing is hereby authorized to enter into an Installment Sale Agreement (the "Installment Sale") with the Corporation to finance the Property, subject to approval as to form by the District's legal counsel.

SECTION 2. Attestations. The Secretary of the Board or other appropriate District officer is hereby authorized and directed to attest the signature of the President of the Board of Directors or of such other person or persons as may have been designated by the President of the Board of Directors, and to affix and attest the seal of the District, as may be required or appropriate in connection with the execution and delivery of the Installment Sale.

SECTION 3. Other Actions. The President of the Board of Directors and other officers of the District are each hereby authorized and directed, jointly and severally, to take any and all actions and to execute and deliver any and all documents, agreements and certificates which they may deem necessary or advisable in order to carry out, give effect to and comply with the terms of this Resolution and the Installment Sale. Such actions are hereby ratified, confirmed and approved.

SECTION 4. Qualified Tax-Exempt Obligations. The Installment Sale is hereby designated as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The District, together with all subordinate entities of the District, do not reasonably expect to issue during the calendar year in which the Installment Sale is issued more than \$30,000,000 of obligations which it could designate as "qualified tax-exempt obligations" under Section 265(b) of the Code.

SECTION 5. Reimbursement of Prior Expenditures. The District declares its official intent to be reimbursed from the proceeds of the Installment Sale approved hereby for a maximum principal amount of \$207,952 of Property expenditures occurring no earlier than sixty days prior to the adoption of this Resolution. All reimbursed expenditures will be capital expenditures as defined in Section 1.150-1(b) of the Federal Income Tax Regulations.

SECTION 6. Effect. This Resolution shall take effect immediately upon its passage.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2009, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Approved:

President of the Board

Approved:

General Manager

Attest:

Secretary of the Board

INSTALLMENT SALE AGREEMENT #09-011

This INSTALLMENT SALE AGREEMENT dated September 30, 2009 (this "Installment Sale") is by and between MUNICIPAL FINANCE CORPORATION, ("Corporation") a corporation duly organized and existing under the laws of the State of California as seller and NIPOMO COMMUNITY SERVICES DISTRICT, a community services district duly organized and existing under the laws of the State of California ("Purchaser") as purchaser.

RECITALS:

WHEREAS, Purchaser deems it essential for Purchaser to acquire the property described herein for its own public purposes; and

WHEREAS, it is intended that this Installment Sale be treated as a tax-exempt obligation of Purchaser for federal income tax purposes; and

WHEREAS, Purchaser and Corporation agree to mutually cooperate now and hereafter, to the extent possible, in order to sustain the intent of this Installment Sale and the bargain of both parties hereto.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

SECTION 1. Sale. Corporation hereby sells to Purchaser, and Purchaser hereby purchases from Corporation all property (the "Property") described in the schedule or schedules (collectively, the "Schedule") executed by the parties concurrently herewith and hereafter and made a part hereof. Hereinafter, reference to Corporation means Corporation and Corporation's assigns for those rights, interests and obligations that may be assigned by Corporation.

SECTION 2. Term. The terms and conditions of this Installment Sale shall become effective upon the authorized execution of this Installment Sale by the parties hereto. The installment term of the Property purchased hereunder commences and terminates on the dates specified in the Schedule unless the term of this Installment Sale is extended as provided in this Section. If on the scheduled date of termination of this Installment Sale the Installment Payments shall not be fully paid, or provision therefor made, then the term of this Installment Sale shall be extended until the date upon which all such Installment Payments shall be fully paid.

SECTION 3A. Representations and Warranties of Purchaser. Purchaser represents and warrants to Corporation that:

(a) Purchaser is a community services district and political subdivision, duly organized and existing under the Constitution and laws of the State of California with authority to enter into this Installment Sale and to perform all of its obligations hereunder.

(b) Purchaser's governing body has duly authorized the execution and delivery of this Installment Sale and further represents and

warrants that all requirements have been met and procedures followed to ensure its enforceability.

(c) The execution, delivery and performance of this Installment Sale do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Purchaser is a party or by which it or its property is bound.

(d) There is no pending or, to the knowledge of Purchaser, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Purchaser to perform its obligations under this Installment Sale.

(e) Purchaser has complied with all public bidding laws or provisions of the California Public Contract Code applicable to the acquisition of the Property purchased hereunder.

(f) The Property being purchased is essential to Purchaser in the performance of its governmental functions and its estimated useful life to Purchaser exceeds the term of this Installment Sale.

(g) Within one hundred eighty (180) days of the end of each fiscal year of Purchaser during the term hereof, Purchaser shall provide Corporation with a copy of its audited financial statements for such fiscal year.

SECTION 3B. Budget and Appropriation. Purchaser shall take such action as may be necessary to include all Installment Payments in its annual budget and annually to appropriate an amount necessary to make such Installment Payments. During the term of this Installment Sale, Purchaser will furnish to Corporation, if so requested, copies of each proposed budget of Purchaser within thirty (30) days after it is filed and of each final budget of the Purchaser within thirty (30) days after it is printed. The covenants on the part of Purchaser shall be deemed and construed to be duties imposed by law and it shall be the duty of each and every public official of Purchaser to take such action and do such things as are required by law in the performance of the official duty of such officials to enable Purchaser to carry out and perform the covenants and agreements in this Installment Sale agreed to be carried out and performed by Purchaser.

SECTION 4. Representations and Warranties of Corporation. Corporation represents and warrants to Purchaser that:

(a) Corporation is duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

(b) Corporation has full power, authority and legal right to enter into and perform its obligations under this Installment Sale, and the execution, delivery and performance of this Installment Sale have been duly authorized by all necessary corporate actions on the part of Corporation and do not require any further approvals or consents.

(c) The execution, delivery and performance of this Installment Sale do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Corporation is a party by which it or its property is bound.

(d) There is no pending or, to the knowledge of Corporation, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Corporation to perform its obligations under this Installment Sale.

SECTION 5. Property Acquisition. Corporation hereby appoints Purchaser as its purchasing agent to acquire the Property purchased hereunder and Purchaser hereby accepts said appointment (hereinafter, the "Agency"). The Agency is limited to i) negotiation of terms, conditions and acquisition cost of acquiring the Property from suppliers and contractors (collectively, the "Supplier") selected by Purchaser; ii) to the inspection and acceptance of the Property upon its delivery and installation; and iii) to the exercise of any rights or remedies with respect to Property warranties or guarantees. All warranties and guarantees, either express or implied, that inure to Corporation by virtue of the Agency are hereby passed through to Purchaser to prosecute at Purchaser's sole discretion.

SECTION 6. Installment Sale Proceeds. Moneys available to pay Property costs set forth on the Schedule are defined as the "Installment Sale Proceeds". Disbursement of Installment Sale Proceeds to pay Property costs can be made either directly to the Supplier or to Purchaser as a reimbursement of its prior expenditures for Property costs. Purchaser shall deliver to Corporation a disbursement authorization form along with Supplier invoices and required reconciliation documents prior to Corporation making a disbursement to the Supplier or a reimbursement to Purchaser. Disbursements of Installment Sale Proceeds in advance of Purchaser executing a Certificate of Acceptance may be made pursuant to the following terms and conditions: (a) the principal amount of each disbursement shall accrue interest at the interest rate referred to on the Schedule from the disbursement date to the Property acceptance date; (b) the total principal amount of the disbursements shall not exceed the Installment Sale Proceeds amount referred to on the Schedule, and (c) no disbursement shall be made on or after three months from the date of this Installment Sale.

SECTION 7. Installment Payments. PURCHASER SHALL PAY CORPORATION, AS THE PURCHASE PRICE OF THE PROPERTY, INSTALLMENT PAYMENTS (the "Installment Payments") IN THE AMOUNTS AND AT THE TIMES SET FORTH IN THE SCHEDULE, AT THE OFFICE OF CORPORATION OR TO SUCH OTHER PERSON OR AT SUCH OTHER PLACE AS CORPORATION MAY FROM TIME TO TIME DESIGNATE IN WRITING. Should Purchaser fail to pay any part of the Installment Payments herein within fifteen (15) days from the due date thereof, Purchaser shall upon Corporation's written request, pay interest on such delinquent Installment Payment from the date said Installment Payment was due until paid at the rate of twelve percent (12%) per annum or the maximum legal rate, whatever is less. Purchaser shall pay Installment Payments exclusively from legally available funds, in lawful money of the United States of America, to Corporation.

The obligation of Purchaser to pay Installment Payments hereunder shall be absolute and unconditional in all events, and will not be subject to set-off, defense, abatement, reduction, counterclaim, or recoupment for any reason whatsoever.

SECTION 8. Security Interest. As security for the payment of all of Purchaser's obligations hereunder, Purchaser hereby grants Corporation, its successors or assigns, a security interest in the Property, its accessions and attachments thereto and replacements thereof and substitutions therefor and all proceeds and products of any of the foregoing. Purchaser agrees to execute such additional documents, including financing statements, which Corporation deems necessary or appropriate to establish and maintain Corporation's security interest.

SECTION 9. Use. Purchaser shall use the Property in a careful and proper manner and shall comply with and conform to all national, state, municipal, police, and other laws, ordinances, and regulations in anyway relating to the possession, use, or maintenance of the Property.

SECTION 10. Acceptance. Purchaser shall acknowledge receipt, inspection and acceptance of the Property by executing a "Certificate of Acceptance".

SECTION 11. Corporation's Inspection. Upon forty-eight (48) hours prior notice, the Corporation shall at any and all times during normal business hours have the right to enter into and upon Purchaser's premises where the Property is located for the purpose of inspecting the same or observing its use. Purchaser shall give Corporation immediate notice of any attachment or other judicial process affecting the Property.

SECTION 12. Property Selection and Ordering. Purchaser has selected or will select the type and quantity of the Property purchased hereunder. Corporation shall not be liable for, nor shall the validity, enforceability or effectiveness of this Installment Sale be affected by, any delay in or failure of delivery of the Property. Purchaser acknowledges that it is solely responsible for determining the suitability of the Property for its intended use. Corporation shall have no duty to inspect the Property. If the Property is not properly installed, does not operate as represented or warranted by the Supplier, or is unsatisfactory for any reason, Purchaser shall make any claim on account thereof solely against the Supplier. Purchaser hereby assumes the risks, burdens and obligations to the Supplier on account of nonacceptance of the Property.

SECTION 13. Disclaimer of Warranty. CORPORATION NOT BEING THE MANUFACTURER OR SUPPLIER OF THE PROPERTY NOR A DEALER IN SIMILAR PROPERTY, HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE DESIGN, DURABILITY, FITNESS FOR USE, SUITABILITY, OR MERCHANTABILITY OF THE PROPERTY IN ANY RESPECT, AND AS BETWEEN CORPORATION AND PURCHASER, ALL PROPERTY SHALL BE ACCEPTED AND PURCHASED BY PURCHASER "WHERE IS," "AS IS," AND "WITH ALL FAULTS," AND CORPORATION SHALL NOT BE RESPONSIBLE FOR ANY PATENT OR LATENT DEFECTS THEREIN. PURCHASER AGREES TO SETTLE

DIRECTLY SUCH CLAIMS WITH THE SUPPLIER AND WILL NOT ASSERT ANY SUCH CLAIMS AGAINST CORPORATION.

SECTION 14. Alterations and Attachments. All additions and improvements that are made to the Property shall belong to and become the property of Purchaser and part of the Property subject to the security interest of Corporation except that separately identifiable attachments added to the Property by Purchaser may remain the property of Purchaser and not subject to this Installment Sale as long as (i) the attachment is paid for in full by Purchaser and (ii) Purchaser agrees to remove the attachment and restore the Property to substantially as good condition as when received, normal wear and tear excepted, if and when the Property may be returned to Corporation.

SECTION 15. Relocation. Purchaser shall provide Corporation prior written notice of its intent to relocate the Property. Purchaser assumes all risks of loss to the Property attendant to its movement and relocation. The Property location shall be under Purchaser's full control for its own governmental purpose.

SECTION 16. Maintenance and Repairs. Purchaser, at its own cost and expense, shall furnish necessary labor and materials to maintain the Property in good repair, condition, and working order. Purchaser's obligations to maintain the Property does not relieve the Supplier of its responsibility to fully perform with respect to all applicable Property warranties and guarantees.

SECTION 17. Risk of Loss; Damage; Destruction. With the exception of acts resulting from intentional misconduct or gross negligence by Corporation, its agents and representatives, Purchaser hereby assumes and shall bear the entire risk of loss and damage to the Property from any and every cause whatsoever. No loss or damage to the Property or any part thereof shall impair any obligation of Purchaser under this Installment Sale, which shall continue in full force and effect.

SECTION 18. Physical Damage/Public Liability Insurance. Purchaser shall keep the Property insured, as nearly as practicable, against risk of loss or damage from any peril covered under an "all-risk" insurance policy for not less than the replacement value thereof, and Purchaser shall carry public liability and property damage insurance covering the Property. All said insurance shall be in form and amount and with reputable companies and shall name Corporation as an additional insured and loss payee. Purchaser shall pay the premiums therefore and deliver certification of said policies to Corporation. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to Corporation, that it will give Corporation thirty (30) days' written notice before the policy or policies shall be altered or canceled. The proceeds of such insurance, at the option of Purchaser, shall be applied: (a) toward the replacement, restoration, or repair of the Property, or (b) toward payment of the total remaining obligations of Purchaser hereunder; provided, however, that Purchaser shall be responsible for the amount by which such insurance proceeds are insufficient to satisfy the cost of option (a) or option (b) above, as applicable. Should Purchaser replace, restore, or repair the Property as set out in option

(a) above, this Installment Sale shall continue in full force and effect. Purchaser may self-insure up to specified limits as evidenced by a certificate of self insurance to be attached hereto in form and amount acceptable to Corporation. Any self-insurance program in which Purchaser is a participant shall comply with the provisions under this Installment Sale respecting cancellation and modification and payment of losses to the Corporation as its respective interests may appear. Such self-insurance shall be maintained on a basis which is actuarially sound as established by Purchaser's risk manager or an independent insurance consultant which determination shall be made annually. Any deficiency shall be corrected within sixty (60) days of Purchaser becoming aware of such deficiency.

SECTION 19. Liens and Taxes. Purchaser shall keep the Property free and clear of all levies, liens, and encumbrances and shall promptly pay all fees, assessments, charges, and taxes (municipal, state and federal), including personal property taxes, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the Property, excluding, however, all taxes on or measured by Corporation's income.

SECTION 20. Indemnity. Subject to California law concerning contribution and enforceability of indemnifications, Purchaser shall indemnify Corporation against and hold Corporation harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys' fees, arising out of, connected with or resulting from the selection, possession, use, operation, or return of the Property excepting that Purchaser shall not be required to indemnify Corporation in the event that such liability or damages are caused by the gross negligence or intentional misconduct of Corporation, its agents or representatives.

SECTION 21. Events of Default. The term "Event of Default", as used in this Installment Sale, means the occurrence of any one or more of the following events: (a) Purchaser fails to make any Installment Payment (or any other payment) within fifteen (15) days after the due date thereof or Purchaser fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure to either make the payment or perform the covenant, condition or agreement is not cured within ten (10) days after written notice thereof by Corporation; (b) Corporation discovers that any statement, representation or warranty made by Purchaser in this Installment Sale, the Schedule or in any document ever delivered by Purchaser pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; or (c) Purchaser becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Purchaser or of all or a substantial part of its assets, or a petition for relief is filed by Purchaser under federal bankruptcy, insolvency or similar laws.

SECTION 22. Remedies. Upon Purchaser's failure to cure an Event of Default within ten (10) days after the Corporation's written notice thereof, Purchaser's rights under this Installment Sale shall terminate and Corporation will become entitled to retain all Installment Payments

previously paid and to declare the principal component of all remaining Installment Payments, together with accrued interest at the rate specified in the Schedule from the immediately preceding Installment Payment date upon which payment was made, to be immediately due and payable, whereupon the same shall become due and payable. The Corporation may also pursue all of its available remedies at law and in equity including, but not limited to, the repossession and sale of the Property. No right or remedy conferred upon Corporation is exclusive of any other right or remedy, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

SECTION 23. Non-Waiver. No covenant or condition to be performed by Purchaser under this Installment Sale can be waived except by the written consent of Corporation. Forbearance or indulgence by Corporation in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until performance by Purchaser of said covenant or condition is complete, Corporation shall be entitled to invoke any remedy available to Corporation under this Installment Sale or by law or in equity despite said forbearance or indulgence.

SECTION 24. Assignment. Purchaser shall not (a) assign, transfer, pledge, or hypothecate this Installment Sale, the Property, or any part thereof, or any interest therein, or (b) lease or lend the Property or any part thereof except with the prior written consent of Corporation which, in the case of leasing, shall not be unreasonably withheld; provided such leasing shall not affect the tax-exempt status of the interest components of the Installment Payments payable by Purchaser hereunder. No such pledge, assignment, lease or any other transfer shall in any event affect or reduce the obligation of Purchaser to make the Installment Payments due hereunder. Consent to any of the foregoing acts applies only in the given instance and is not a consent to any subsequent like act by Purchaser or any other person. Corporation shall not assign its obligations under this Installment Sale with the exception of its obligation to issue default notices and its obligations pursuant to Section 28. Corporation may assign its right, title and interest in this Installment Sale, the Installment Payments and other amounts due hereunder and the Property in whole or in part to one or more assignees or subassignees at any time, without the consent of Purchaser. Any such assignment by Corporation or its assigns shall comply with the requirements of Sections 5950-5955 of the California Government Code. No such assignment shall be effective as against Purchaser unless and until Corporation shall have filed with Purchaser a copy of such assignment or written notice thereof. Purchaser shall pay all Installment Payments hereunder pursuant to the direction of Corporation or the assignee named in the most recent assignment or notice of assignment filed with Purchaser. During this Installment Sale term, Purchaser shall keep a complete and accurate record of all such assignments or notices of assignment. Subject to the foregoing, this Installment Sale inures to the benefit of, and is binding upon, the successors and assigns of the parties hereto.

SECTION 25. Ownership. The Property is and shall at all times be and remain the sole and exclusive property of Purchaser, subject to

the security interest of Corporation. Corporation shall take all actions necessary to insure that legal title to the Property being acquired by Purchaser hereunder, whether by Purchaser or by a third party acting on behalf of Purchaser, is vested in Purchaser.

SECTION 26. Personal Property. The Property is and shall at all times be and remain personal property notwithstanding that the Property or any part thereof may now be or hereafter become in any manner affixed or attached to or imbedded in, or permanently resting upon, real property or any building thereon, or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

SECTION 27. Prepayment Option. If Purchaser is not in default of any term, condition or payment specified hereunder, Purchaser may exercise options to prepay this Installment Sale for not less than all of the Property in "as-is" and "where-is" condition on the specified dates and for the specified amounts set forth in the Schedule. Each prepayment option payment specified for a particular date is in addition to the Installment Payment due on the same date.

SECTION 28. Release of Liens. Upon Purchaser either making all of the Installment Payments scheduled herein or making a prepayment option payment, Corporation, its successors or assigns shall cause the release of all liens, encumbrances or security interests on the Property created pursuant to Corporation's rights under this Installment Sale.

SECTION 29. Tax Covenants.

(a) Generally. Purchaser shall not take any action or permit to be taken any action within its control which would cause or which, with the passage of time if not cured would cause, the interest components of the Installment Payments to become includable in gross income for federal income tax purposes.

(b) Private Activity Bond Limitation. Purchaser shall assure that the Installment Sale Proceeds are not so used as to cause this Installment Sale to satisfy the private business tests of Section 141(b) of the Internal Revenue Code of 1986, as amended (the "Code"), or the private loan financing test of Section 141(c) of the Code.

(c) No Arbitrage. Purchaser will not take any action or omit to take any action which action or omission, if reasonably expected on the date of this Installment Sale, would have caused this Installment Sale to be an "arbitrage bond" within the meaning of Section 148(a) of the Code of the Internal Revenue Code of 1986 (as amended) (the "Code").

(d) Federal Guarantee Prohibition. The Installment Payments are not directly guaranteed or indirectly guaranteed in whole or in part by the United States or any agency or instrumentality of the United States so as to cause the Installment Payments to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

(e) Reimbursement Regulations. The Installment Sale Proceeds used for reimbursement of prior expenditures will be made pursuant to and in compliance with Income Tax Regulations Section 1.150-2.

(f) Bank Qualified. Purchaser hereby designates this Installment Sale for purposes of paragraph (3) of Section 265(b) of the Code and represents that not more than \$10,000,000 aggregate principal amount of obligations the interest on which is excludable (under Section 103(a) of the Code) from gross income for federal income tax purposes (excluding (i) private activity bonds, as defined in Section 141 of the Code, except qualified 501(c)(3) bonds as defined in Section 145 of the Code and (ii) current refunding obligations to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation), including this Installment Sale, has been or will be issued by Purchaser, including all subordinate entities of Purchaser, during calendar year 2009.

SECTION 30. Extraordinary Costs. In the case of litigation, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including attorneys' fees (which may be the allocable cost of in-house counsel), incurred by the prevailing party in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereof.

SECTION 31. Severability. If any provision of this Installment Sale shall be held invalid or unenforceable by a court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision of this Installment Sale, unless elimination of such provision materially alters the rights and obligations embodied in this Installment Sale.

SECTION 32. Entire Agreement. This Installment Sale, the Schedule, and any agreements that specifically refer to this Installment Sale that are duly executed by authorized agents of the parties hereto constitute the entire agreement between Corporation and Purchaser, and it shall not be further amended, altered, or changed except by a written agreement that is properly authorized and executed by the parties hereto.

SECTION 33. Notices. Service of all notices under this Installment Sale shall be sufficient if given personally or mailed to the party involved at its respective address hereinafter set forth or at such address as such party may provide in writing from time to time. Any such notice mailed to such address shall be effective when deposited in the United States mail, duly addressed and with postage prepaid.

SECTION 34. Titles. The titles to the Sections of this Installment Sale are solely for the convenience of the parties and are not an aid in the interpretation thereof.

SECTION 35. Further Assurances and Corrective Instruments. Corporation and Purchaser agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be reasonably required for correcting any inadequate or incorrect

description of the Property hereby purchased or intended so to be or for carrying out the expressed intention of this Installment Sale.

SECTION 36. Execution in Counterparts. This Installment Sale may be executed in several counterparts, each of which shall be original and all of which shall constitute but one and the same instrument.

SECTION 37. Time. Time is of the essence in this Installment Sale and each and all of its provisions.

SECTION 38. Agreement Interpretation. This Installment Sale and the rights of the parties hereunder shall be determined in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused their authorized agents to execute this Installment Sale on the dates specified below.

MUNICIPAL FINANCE CORPORATION
23945 Calabasas Road, Suite 103
Calabasas, CA 91302

NIPOMO COMMUNITY SERVICES DISTRICT
148 South Wilson St.; P.O. Box 326
Nipomo, CA 93444-0326

By _____

By _____

Title _____

Title _____

Date _____

Date _____

INSTALLMENT SALE SCHEDULE #09-011

This Schedule is issued pursuant to the Installment Sale Agreement #09-011 dated as of September 30, 2009 by and between the undersigned.

- A. Property Location: 144 South Wilson Street
Nipomo, CA 93444
- B. Property Description: Sewer vacuum truck and service truck
- C. Name and Address of Suppliers:

D. Installment Sale Proceeds Summary:

Property Cost: (including related expenses)	\$272,320.00
Sales Tax:	(Included)

Installment Sale Proceeds:	\$272,320.00
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E. Installment Term. The full term of this Schedule is for a period commencing on the date Purchaser acknowledges acceptance of the Property and concluding sixty (60) months thereafter.

F. Installment Payments. Installment Payments for this Schedule are due in ten (10) consecutive semi-annual payments in accordance with the Payment Schedule herein. Each payment includes interest at the rate of 4.75% per annum on the principal component of the unpaid Installment Payments.

G. Payment Schedule: Payable semi-annually in arrears #09-011

PMT #	Due Date	Installment Payment	To Principal	To Interest	Prepayment Option
1		\$30,914.31	\$24,446.71	6,467.60	254,070.12
2		30,914.31	25,027.32	5,886.99	228,417.12
3		30,914.31	25,621.72	5,292.59	202,154.86
4		30,914.31	26,230.23	4,684.08	175,268.87
5		30,914.31	26,853.20	4,061.11	147,744.34
6		30,914.31	27,490.97	3,423.34	119,566.10
7		30,914.31	28,143.88	2,770.43	90,718.62
8		30,914.31	28,812.29	2,102.02	61,186.02
9		30,914.31	29,496.59	1,417.72	30,952.02
10		30,914.31	30,197.09	717.22	0.00
TOTALS:		<u>\$309,143.10</u>	<u>\$272,320.00</u>	<u>\$36,823.10</u>	

Approved and agreed to:

MUNICIPAL FINANCE CORPORATION

NIPOMO COMMUNITY SERVICES DISTRICT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ASSIGNMENT OF INSTALLMENT SALE AGREEMENT #09-011

FOR VALUE RECEIVED, MUNICIPAL FINANCE CORPORATION ("Corporation") as assignor without recourse does hereby sell, assign, and transfer to WESTAMERICA BANK ("Assignee") as assignee and its successors and assigns (i) all of its right, title and interest in and to the attached Installment Sale Agreement #09-011 dated September 30, 2009 between the Corporation as seller and NIPOMO COMMUNITY SERVICES DISTRICT ("Purchaser") as purchaser (hereinafter said agreement and any supplements, amendments, additions thereof and any extension or renewals thereof is referred to as the "Installment Sale") and (ii) all moneys, sums and amounts now due or hereinafter to become due under the Installment Sale. Corporation represents that the Installment Sale and Installment Sale Schedule(s) delivered to Assignee are the only duly executed originals and comprise the entire writing, obligation and agreement between Corporation and Purchaser.

Corporation further represents and warrants that it has made no prior sale or assignment of any interest covered hereby; that the Installment Sale is genuine and in all respects is what it purports to be; that Assignee shall not be liable for and does not assume responsibility for the performance of any of the covenants, agreements, or obligations specified in the Installment Sale to be kept, paid or performed by Corporation with exception of Assignee's obligation to issue notices upon Purchaser's default of the Installment Sale. Corporation further represents and warrants that as of the date this assignment is made, the Installment Sale is in full force and effect, has not been amended except as set forth in instrument delivered to Assignee and Purchaser is not in default of any terms thereunder.

Corporation hereby constitutes and irrevocably appoints Assignee the true and lawful attorney of Corporation to demand, receive and endorse payments and to give receipts, releases and satisfactions either in the name of Assignee or in the name of Corporation in the same manner and with the same effect as Corporation could do if this Assignment of Installment Sale Agreement had not been made. Within fifteen (15) days after receiving its full bargain with respect to each Schedule covered hereby, Assignee shall cause to be released to Purchaser its vested interest in the Property thereto.

This Assignment of Installment Sale Agreement shall be construed and governed in accordance with the laws of the State of California. Any provision of this Assignment of Installment Sale Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Assignment of Installment Sale Agreement.

This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns and is made in accordance with the Municipal Lease Placement Agreement dated as of January 1, 1999, as amended, entered into between Corporation and Assignee. In the case of litigation, the prevailing party shall be entitled to recover from the opposing party all costs and expenses,

including attorneys' fees which may be the allocable cost of in-house counsel, incurred by the prevailing party in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

IN WITNESS WHEREOF, Corporation has caused this Assignment of Installment Sale Agreement to be executed by its duly authorized agent on the date specified below.

MUNICIPAL FINANCE CORPORATION

By _____

Title _____

Date _____

ACKNOWLEDGEMENT OF ASSIGNMENT

The undersigned hereby acknowledges the assignment by MUNICIPAL FINANCE CORPORATION over to WESTAMERICA BANK of that certain Installment Sale Agreement #09-011 dated as of September 30, 2009 (the "Installment Sale"), entered into between MUNICIPAL FINANCE CORPORATION as seller and the undersigned as purchaser.

With respect to the Installment Sale, the undersigned agrees to pay, commencing with the first scheduled Installment Payment, all installments and moneys due or to become due under said Installment Sale to WESTAMERICA BANK, Fairfield Credit Administration, P.O. Box 1200, MAC A-1B, Suisun City, CA 94585-1200, and further agrees it shall have no counterclaim or offset against installments due thereunder as to said Assignee and expressly further agrees that said Assignee shall not (except for the obligations specifically set forth in the foregoing Assignment of Installment Sale) be liable for any of the obligations or burdens of the seller under said Installment Sale.

IN WITNESS WHEREOF, the purchaser has caused this Acknowledgment of Assignment to be executed by its authorized agent on the date specified below.

NIPOMO COMMUNITY SERVICES DISTRICT

By _____

Title _____

Date _____

Certificate # _____

AUTHORIZATION TO DISBURSE AND CERTIFICATION
OF VALUE RECEIVED #09-011

Pursuant to the terms of that certain Installment Sale Agreement #09-011 dated September 30, 2009 between MUNICIPAL FINANCE CORPORATION ("Corporation") as seller and NIPOMO COMMUNITY SERVICES DISTRICT ("Purchaser") as purchaser, the undersigned hereby authorizes Corporation (or the Assignee) to disburse \$ _____ to _____ (the "Supplier") in consideration of partial completion of the Property. Attached herewith is the approved Supplier invoice in support of this request. Upon making this disbursement, Corporation (or the Assignee) will have advanced the aggregate sum of \$ _____ in Installment Sale Proceeds.

NIPOMO COMMUNITY SERVICES DISTRICT

By _____

Title _____

Date: _____

APPROVED BY CORPORATION

By _____

Title _____

Date: _____

Certificate # _____

AUTHORIZATION TO REIMBURSE AND CERTIFICATION
OF VALUE RECEIVED #09-011

Pursuant to the terms of that certain Installment Sale Agreement #09-011 dated September 30, 2009 between MUNICIPAL FINANCE CORPORATION ("Corporation") as lessor and NIPOMO COMMUNITY SERVICES DISTRICT ("Purchaser") as purchaser, the undersigned hereby requests Corporation (or the Assignee) to reimburse \$_____ to Purchaser in consideration of partial completion of the Property. Attached herewith, in support of this request, is documentation including applicable Supplier invoices reconciling prior expenditures for the Property made by the Purchaser. Upon making this disbursement, Corporation (or the Assignee) will have advanced the aggregate sum of \$_____ in Installment Sale Proceeds.

NIPOMO COMMUNITY SERVICES DISTRICT

By _____

Title _____

Date: _____

APPROVED BY CORPORATION

By _____

Title _____

Date: _____

CERTIFICATE OF ACCEPTANCE #09-011

This Certificate of Acceptance is issued pursuant to the Installment Sale Agreement #09-011 dated as of September 30, 2009 ("Installment Sale") between the NIPOMO COMMUNITY SERVICES DISTRICT ("Purchaser") as Purchaser and MUNICIPAL FINANCE CORPORATION ("Corporation") as seller. Purchaser hereby acknowledges as of the date specified below, the receipt, inspection and acceptance of the Property described on Installment Sale Schedule #09-011.

Purchaser hereby certifies that the Property has been inspected, is now in Purchaser's possession and is in good order and repair (subject to any undischarged vendor/contractor warranty obligations). Purchaser further certifies that no event has occurred and is continuing which constitutes, or would constitute, an event of default but for any requirement of notice or lapse of time or both.

Property Acceptance Date: _____

IN WITNESS WHEREOF, Purchaser's authorized agent confirms the Property acceptance date above by executing this Certificate of Acceptance.

NIPOMO COMMUNITY SERVICES DISTRICT

By _____

Title _____

CERTIFICATE OF PURCHASER #09-011

The undersigned, duly authorized representative of Nipomo Community Services District ("Purchaser") as purchaser under that Installment Sale Agreement #09-011 dated as of September 30, 2009 ("Installment Sale") with Municipal Finance Corporation as seller, hereby certifies as follows:

1. I have been duly authorized to execute and deliver, on behalf of Purchaser, the Installment Sale and related documents pursuant to a resolution adopted by Purchaser's governing body, which resolution is in full force and effect and has not been amended, modified, supplemented or rescinded as of the date hereof.
2. Purchaser has complied with all agreements and covenants and satisfied all conditions contemplated by the Installment Sale on its part to be performed or satisfied on or before the date hereof.
3. The representations, warranties and covenants of Purchaser contained in the Installment Sale are true and correct in all material respects as of the date hereof, as if made on this date.
4. No litigation is pending or, to the best of my knowledge, threatened (either in state or federal courts) (a) to restrain or enjoin the issuance and delivery of the Installment Sale or the collection of revenues to be used to meet Purchaser's obligations under the Installment Sale; (b) in any way contesting or affecting the authority for the execution or delivery of the Installment Sale, or the validity of the Installment Sale; (c) in any way contesting the existence or powers of Purchaser, as such existence or powers in any way relate to the issuance of the Installment Sale or Purchaser's obligations under the Installment Sale, or (d) could materially adversely affect the financial position of Purchaser.
5. The Property being purchased pursuant to the Installment Sale is essential to the function of Purchaser and is immediately needed by Purchaser. Such need is neither temporary nor expected to diminish during the Installment Sale term. The Property is expected to be used by Purchaser for a period in excess of the Installment Sale term.
6. Purchaser's federal tax identification number is _____.
7. That for calendar year 2009 and including the Information Return for Tax-Exempt Governmental Obligations Form 8038-G filed with the Internal Revenue Service for the Installment Sale, Purchaser has filed _____ Information Return Form(s) 8038-G with the Internal Revenue Service.

The meaning of the capitalized terms in this Certificate are the same as those provided in the Installment Sale.

By _____

Date _____

INCUMBENCY AND SIGNATURE CERTIFICATE

I do hereby certify that I am the duly appointed and acting Secretary/Clerk of the Nipomo Community Services District, a community services district validly existing under the Constitution and laws of the State of California ("Purchaser"), and that, as of the date hereof, the individual named below is the duly appointed officer of Purchaser holding the office set forth opposite his/her respective name. I further certify that (i) the signature set forth opposite his/her respective name and title is true and authentic and (ii) such officer has the authority on behalf of Purchaser to enter into that certain Installment Sale Agreement #09-011 dated September 30, 2009, between Purchaser and Municipal Finance Corporation, and all documents relating thereto.

Name

Title

Signature

IN WITNESS WHEREOF, I have duly executed this certificate hereto this _____ day of _____, 2009.

Secretary/Clerk

SAMPLE ONLY
(PLEASE PREPARE ON COUNSEL'S LETTERHEAD
AND FORWARD 1 ORIGINAL TO ADDRESSEE)

MUNICIPAL FINANCE CORPORATION
23945 Calabasas Road, Suite 103
Calabasas, CA 91302

RE: Installment Sale Agreement #09-011 dated as of September 30, 2009
by and between MUNICIPAL FINANCE CORPORATION, ("Corporation") as
seller, and NIPOMO COMMUNITY SERVICES DISTRICT ("Purchaser") as
purchaser.

Ladies and Gentlemen:

I have acted as counsel to Purchaser with respect to the Installment Sale Agreement described above (the "Installment Sale") and in this capacity have reviewed a copy of the executed Installment Sale and related documents or exhibits attached thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Purchaser is a community services district and political subdivision of the State of California (the "State"), duly organized, existing and operating under the Constitution and laws of the State.

2. Purchaser is authorized and has the power under applicable law to enter into the Installment Sale, and to carry out its obligations thereunder and the transactions contemplated thereby.

3. The Installment Sale has been duly authorized, approved, executed and delivered by and on behalf of Purchaser, and is a legal, valid and binding contract of Purchaser enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditor's rights.

4. A resolution duly authorizing the execution and delivery of the Installment Sale and related documents was duly adopted by the governing body of Purchaser on _____ and such resolution has not been amended or repealed and remains in full force and effect.

MUNICIPAL FINANCE CORPORATION

RE: Installment Sale Agreement #09-011 dated as of September 30, 2009
by and between MUNICIPAL FINANCE CORPORATION, ("Corporation") as
seller, and NIPOMO COMMUNITY SERVICES DISTRICT ("Purchaser") as
purchaser.

(Date)

Page 2

5. There is no litigation, action, suit or proceeding pending or, to the best of my knowledge after due inquiry, threatened before any court, administrative agency, arbitrator or governmental body that challenges the authority of Purchaser to enter into the Installment Sale or the ability of Purchaser to perform its obligations under the Installment Sale and the transactions contemplated thereby.

This opinion may be relied upon by Municipal Finance Corporation, its successors and assigns.

Dated: _____ Very truly yours,

Please type name and title under signature.

INSURANCE AUTHORIZATION LETTER

TO: _____

Attn: _____

RE: Installment Sale Agreement #09-011 dated September 30, 2009 between the undersigned as Purchaser, and MUNICIPAL FINANCE CORPORATION as seller and WESTAMERICA BANK as Assignee of seller.

The Insurance Requirements listed below are required to cover property described as follows:

All Property covered by Installment Sale Agreement #09-011

Evidence of insurance in the form of a binder or cover letter is acceptable until formal certificates can be issued. Mail this within five (5) working days to:

WESTAMERICA BANK
c/o Municipal Finance Corporation
23945 Calabasas Road, Suite 103
Calabasas, CA 91302

I. BODILY INJURY AND PROPERTY DAMAGE:

- A. \$1,000,000 combined limits (primary plus umbrella) for Bodily Injury and Property Damage Coverage.
- B. Endorsement naming Assignee as an Additional Insured.
- C. Endorsement giving Assignee thirty (30) days written notice of any cancellation, reduction, or alteration of coverage.
- D. Endorsement stating: "It is understood and agreed that this insurance is primary insurance insofar as it relates to any and all equipment purchased from Assignee."

II. PHYSICAL DAMAGE REQUIREMENTS:

- A. All Risk Coverage for not less than the total cost of \$272,320.00
- B. Endorsement naming Assignee as Loss Payee.
- C. Endorsement giving Assignee thirty (30) days written notice of any cancellation, reduction, or alteration of coverage.
- D. Endorsement stating: "It is understood and agreed that this insurance is primary insurance insofar as it relates to any and all equipment purchased from Assignee."

The undersigned Purchaser hereby authorizes you to provide the seller and Assignee with Certificates and Endorsements per the above.

NIPOMO COMMUNITY SERVICES DISTRICT

By _____

Date _____

SELF-INSURANCE CERTIFICATE #09-011

This self insurance certificate is issued pursuant to that certain Installment Sale Agreement dated September 30, 2009 ("Installment Sale") by and between Municipal Finance Corporation ("Corporation"), a corporation duly organized and operating under the laws of the State of California as seller and the Nipomo Community Services District, a community services district duly organized and existing under the laws of the State of California ("Purchaser") as purchaser. The undersigned Purchaser provides this Certificate as a description of its self-insurance program.

1. Property Insurance

Purchaser is self-insured for damage or destruction to the Property. YES NO (circle one)
If yes, the dollar amount limit for property damage to the Property under the Purchaser's self-insurance program is \$ _____

The Purchaser maintains an umbrella insurance policy for claims in excess of Purchaser's self-insurance limits for property damage to the Property as indicated above. YES NO (circle one)

If yes, the umbrella policy provides coverage for all risk property damage. YES NO (circle one)

If yes, the dollar limit for property damage to the Property under such umbrella policy is \$ _____

Name _____ of _____ self-insurance _____ consortium _____ (if _____ applicable)

2. Liability Insurance

Purchaser is self-insured for liability or death of any person or damage or loss arising out of or relating to the condition or operation of the Property. YES NO (circle one)

If yes, the dollar amount limit for liability coverage on the Property under the Purchaser's self-insurance program is \$ _____

The Purchaser maintains an umbrella insurance policy for claims in excess of Purchaser's self-insurance limits for liability including injury or death of persons or damage to property as indicated above. YES NO (circle one)

If yes, the umbrella policy provides coverage for liabilities for injury and death to persons as well as damage or loss of property arising out of or relating to the condition of the Property. YES NO (circle one)

If yes, the dollar amount of the umbrella policy's limits for such liability coverage is \$ _____

Name _____ of _____ self-insurance _____ consortium _____ (if applicable) _____

3A. Purchaser maintains a self-insurance fund. YES NO (circle one)

If yes, please complete the following:

Moneys in the self-insurance fund are subject to annual appropriation. YES NO (circle one)

The total amount maintained in the self-insurance fund to cover Purchaser's self-insurance liabilities is \$ _____

Amounts paid from the Purchaser's self-insurance fund are subject to limitations for each claim. YES NO (circle one)

If yes, the dollar amount of limit per claim is \$ _____.

3B. If Purchaser does not maintain a self-insurance fund, please complete the following:

Purchaser obtains funds to pay claims for which it has self-insurance from the following sources:

The limitations on the amounts payable from the sources for claims are as follows:

4. The following entity or officer has authority to authorize payment for claim: _____

In the event the entity or officer in the prior response denies payment of a claim, does the claimant have recourse to another administrative officer, agency or the courts? YES NO (circle one)

If yes, to whom does the claimant have recourse? _____

IN WITNESS WHEREOF, Purchaser has caused this Certificate to be executed and delivered by its duly authorized officer as of the date below written.

NIPOMO COMMUNITY SERVICES DISTRICT

BY: _____

TITLE: _____

MME

Municipal Maintenance Equipment

2360 Harvard Street • Sacramento, CA 95815 • (916) 922-1101 • Fax: (916) 922-1034
1061 N. Shepard Street, Unit B • Anaheim, CA 92806 • (714) 632-2871 • Fax: (714) 632-2874
4750 Caterpillar Road, Unit D • Redding, CA 96003 • (530) 243-4856 • Fax: (530) 243-1447
1930 W. Winton Ave., Suite 8 • Hayward, CA 94545 • (510) 670-0230 • Fax: (510) 670-9003

October 7, 2009

Nipomo Community Services District
148 S. Wilson Street
Nipomo, CA 93444

PHONE 805-929-1133
FAX 805-929-1932
rcruz@ncsd.ca.gov

Attention: Robert Cruz, Inspector/Preventive Maintenance Supervisor

We are pleased to provide the following quotation on the Vac-Con Model V230BUH/500 Combination Sewer and Storm Drain Cleaner for your review.

Each Vac-Con Model V230BUH/500 complete with the following features:

- 2-Stage Centrifugal Compressor (135" water, 8000 cfm)
- Hydrostatic Blower Drive
- 3/16" 3.5 cu. yard Corten Steel Debris Tank – 5 year warranty
- Full Opening Rear Door with Mechanical Rear Door Locks
- 5" Butterfly Valve with 10 ft. Layflat Hose
- Debris Tank Dumping: Minimum 50 degree, Hydraulic Lift
- 500 Gallons Capacity Polyethylene Water Tank – 5 year warranty
- Boom Travel Tie Down
- 6 ft. Telescopic Boom
- 400 ft. Capacity (3/4") Front Mounted /Pivoting Hose Reel
- 30 gpm/3000 psi Water Pump System – FMC
- 400 ft. High Pressure Jet Rodder Hose (3/4" or 1/2")
- Hose Rewind Guide
- Hose Guide (Tiger Tail)
- 30" Leader Hose
- 600 psi Wash Down Hand Gun with 25 ft. of Hose and Nozzle
- 1) each Sanitary and Penetrator Nozzles
- 20.5 ft. Aluminum Intake Pipe (1-3', 1-5', 1-6', and 1-6.5' Nozzle)
- 16" x 13" x 72" Sealed and Locking Tool Box
- ICC Lighting
- DuPont Imron 5000 Polyurethane Paint
- 12 month Standard Warranty – see certificate for details
- 10 year Water Tank Warranty
- 10 year Debris Tank Warranty

October 7, 2009
Nipomo Community Services District
Vac-Con V230BUH/500 Quotation
Page 2

Complete with the following optional features:

- Extendable 8" Intake System, in lieu of 6"
- 600 ft. x 3/4" Jet Rodder Hose (400 ft. standard)
- Debris Body Flush Out System, 6 jets
- 6" Knife Valve in lieu of 5" Butterfly Valve
- (2) Additional Pipe Racks
- LED Strobe, Front Mounted
- LED Strobe, Rear Mounted
- LED Arrowstick
- Hand Held Spot Light
- Low Water Alarm with Light
- 50 ft. Capacity Retractable Hand Gun Hose Reel
- Hydro-Excavation Package: 50 ft. High Pressure Hand Gun Reel, High Pressure Unloader Valve, and High Pressure Extendable (5') Excavation Nozzle with Quick Disconnect
- Hose Footage Counter (Curb Side)
- 3/4" x 15 ft. Leader Hose
- Hydraulic Rear Door Locks
- Automatic Vacuum Relief
- Boom Mounted Flood Lights
- (2) 5 ft. x 8" Aluminum Pipe, additional
- (2) 8" Quick Clamps, additional
- Back Up Alarm
- Water and Debris Tanks Tied Together
- Meets California DOT lighting standards
- Two (2) full days of Vac-Con training at District's facility. One day at time of delivery and one follow-up day.

Mounted on a new 2009/2010 International 7300 4x2 Truck Chassis with 225HP and Automatic Transmission, 25,999 GVWR, 2009 Emissions – Tier III, per attached specifications.

MME

October 7, 2009
Nipomo Community Services District
Vac-Con V230BUH/500 Quotation
Page 3

Price F.O.B. Nipomo, CA	\$192,103.75
8.25% Sales Tax	<u>15,848.56</u>
Total	\$207,952.31

Quotation includes delivery and on-site training.
Normal delivery 60-90 days A.R.O., depending on truck chassis availability.
Due to California emissions requirements, special permits may be required on diesel engines. MME cannot provide these permits and we recommend you contact your local Air Resources Management District for the specific requirements.
Terms Net 30.
Quotation valid for 30 days.

Thank you for your continued interest in this fine product. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,
Municipal Maintenance Equipment, Inc.



Frank Wheeler III,
Vice President

Enclosure

MME



Specifications - 3.5 CUBIC YARD COMBINATION MACHINE

GENERAL

The machine is capable of removing stones, grit, grease, sludge and other debris from sanitary sewer and/or storm drain lines by the flushing action of high-pressure water. The high-pressure sewer cleaner operates independent of the vacuum system.

The machine will be equipped with a self contained, non corrosive, non metallic water tank supply as the water source for the high-pressure pump.

The machine is capable of being operated by one man, with all operating controls for high-pressure water pump, and hose reel located at the front of the machine for safety.

DEBRIS BODY

Debris storage body has a minimum usable liquid capacity of 3.5 cubic yards.

The body is round for maximum strength and constructed of 3/16 inch Corten steel for corrosion resistance.

The rear door is full opening, hinged at the top (hinges are adjustable) with a minimum 6" inch diameter liquid drain for removing excess liquids. The drain has a knife valve installed at the opening. Drain has 10 feet of 6 inch layflat hose.

The rear door is supplied with a debris deflector shield located inside the debris tank that encompasses 75 percent of the rear door. The debris deflector shield deflects material from rear door and aids in draining off excess liquids. A rear door safety prop is provided.

Hydraulic locks shall be installed and controlled by one hydraulic cylinder externally mounted for ease of service. The hydraulic locks and shall be operated by one control.

A double acting power up/power down hydraulic scissors lift mechanism is provided to raise body to a minimum 60 degree angle. The scissors lift mechanism is designed to support a minimum of 24 inches of the debris tank width to provide stability and when dumping on uneven ground. The lift capacity of hydraulic scissors lift cylinder is 56,000 lbs.

Dump controls are located on the curbside mid-ship of the unit, well forward of the dumping area for operator safety.

The debris body has a ten (10) year warranty.

An internal polyethylene float device with external indicator is supplied to show when body is loaded to capacity.

An automatic vacuum breaker assembly is located inside the debris body. A full indication activates an automatic vacuum breaker shut down system that completely shuts down 100 percent of the airflow to the vacuum system to prevent body overfilling. A manual override system is provided in case of system failure.

BLOWER

The centrifugal vacuum compressor shall be of 2-stage construction (i.e. 2-27" minimum diameter fans in tandem).

The centrifugal compressor (fans) shall be constructed of Corten steel. The compressor's outer housing shall be spun from one piece of 3/16" steel for strength and provide proper airflow in operation. The housing has a cold tar epoxy coating to prevent corrosion.

The centrifugal compressor fans operates independent of the high-pressure water system and is powered by the truck engine by means of a direct drive hydrostatic pump off a transfer case.

To maximize long term durability by reducing the load on one side of the compressor, the compressor shaft shall extend through the compressor and shall be additional stabilized by using two high speed

bearings, one at each side of the shaft. No exceptions will be allowed to this requirement.

A means of starting, stopping, and varying the vacuum suction from operator station at the front of the machine is provided.

A centrifugal separator located in the inlet chamber to the fans with cleanout box is provided. The separator removes particles from the air stream, thus enabling unit to vacuum wet or dry material. The separator is separate from the debris body. The centrifugal compressor (fan) system is capable of producing 90% vacuum with no airflow. This feature allows material to be vacuumed under the water surface, i.e. lift stations, plugged manholes, etc.

System is capable of vacuuming under water 11.25' (135") negative water pressure and 8000 cfm without special attachments.

The centrifugal compressor fans has a 5-year replacement warranty.

WATER SUPPLY

The water tank has a usable capacity of 500 U.S. gallons.

The water tanks are constructed of non-corrosive, non-metallic, durable, cross-linked polyethylene to eliminate rust, corrosion, and stress cracking

The water tanks are mounted at and below the truck frame level to provide a low center of gravity for truck stability.

A 2-1/2 inch diameter x 25 feet long hydrant hose with hydrant wrench is supplied on the unit.

An anti-syphon fill device is installed on the unit.

Inspection port is provided to fill or to add chemicals to the water system.

A sight gauge to indicate water level is located within sight of the operator station.

The water tanks are protected by a minimum of 11 gauge steel plating mounted below the water tanks for protection against road hazards when unit travels over the road, off the road or to land fills.

The water tanks carry a ten year replacement warranty.

VACUUM PICK UP HOSE

The boom is front loading, attached at the front of the machine in order to provide ease of positioning the machine over the manhole, as well as afford maximum safety for the operator.

The 8" diameter hose is mounted on a boom that provides a minimum of 18 foot vertical lift utilizing dual hydraulic cylinders and 270 degree of boom rotation powered hydraulically by worm gear for non-interrupted smooth movement. Boom has a lift capacity of 500 lbs. at the front bumper.

The boom is powered by hydraulically: up/down by dual lift cylinders. The right/left movements are by hydraulic gear rotation.

Control of the boom is by means of a joystick control at the operator's station, requiring no cables at operator's feet for boom operation.

A 6-way pendant station shall be provided.

A manual override system shall be provided for right/left, and up/down functions in case of system failure.

Suction hose is transported on the front bumper.

A 5' x 8" telescopic boom is supplied that telescopes a minimum of 5 feet straight forward from fully retracted position to provide greater work area in front of the vehicle.

8" diameter pipe extensions with clamps will be provided and carried on the truck as follows:

- 1 6-1/2' Catch Basin Nozzle
- 1 6' Aluminum Pipe Extension
- 2 5' Aluminum Pipe Extension
- 1 3' Aluminum Pipe Extension
- 2 6" quick clamp(s)

HIGH PRESSURE WATER PUMP

A high pressure, continuous smooth flow triplex water pump is direct driven hydrostatically via chassis engine and operates independent of the vacuum system.

A continuous duty flow of 30 g.p.m. and 3000 p.s.i. is provided.

High-pressure relief valves are provided for both the high-pressure system and hand gun system.

The water pump is capable of running dry.

Controls for starting and stopping the water pump and to vary the flow and pressure are at the front hose reel operator's station.

The high-pressure water pump is equipped with a cold weather drain valve. The valve allows the operator to completely drain the high-pressure pump.

HOSE REEL ASSEMBLY

The hose reel assembly is mounted on the front of the vehicle. The hose reel shall have a minimum of 15" inside diameter with a capacity of 500' x 3/4" hose. The hose reel manually rotates 180 degrees in 3" increments, allowing greater flexibility in vehicle placement to the manhole and greater operator safety.

The hydraulic motor, chain and sprockets have a protective cover or be mounted on the radiator side of the hose reel, to prevent operator injury. The hydraulic motor, chain and sprockets are mounted on the radiator side of the hose reel, to prevent operator injury. All controls for operating the high-pressure water system are mounted on this reel assembly frame.

JET HOSE

600' jet rodder hose will be supplied.

A heavy duty hose guide with 25' of nylon rope will be provided.

Nozzles shall be hardened steel with replaceable ceramic orifices as follows: 1) Chisel head penetrator & 1) standard sanitary.

MANHOLE CLEANING WATER SYSTEM (HAND GUN)

The high-pressure pump and independent water tank assembly supplied are used for manhole cleaning.

A smooth continuous flow of 20 g.p.m. and pressure of 600 p.s.i. is provided for ease of operation.

A hand gun pressure relief valve set at 600 p.s.i. is provided.

One full functioning hand gun with on/off hand control, replaceable nozzle tip, 12 inch extension, adjustable spray and 50' x 1/2" hose with retractable reel hand gun hose with quick disconnects is provided.

HYDRAULIC SYSTEM AND LUBRICATION

The hydraulic system has a 45-gallon capacity.

The hydraulic system incorporates a main shut off valve in case of hydraulic failure.

The hydraulic system incorporates hydraulic pressure relief valves and pressure gauges for ease of trouble shooting and maintenance.

The unit is equipped on the passenger side, mid-section of the module, a permanent weatherproof white vinyl lubrication chart.

The chart points out lubrication points on the module and specifies what type of lubrication and hydraulic fluids are required. The chart also specifies the frequency of each lubrication point.

Remote plumbed grease fittings are provided for the water pump drive areas.

HYDROSTATIC SYSTEM

The system is a closed loop system consisting of (1) filter (10 micron), two (2) hydrostatic pumps and motors and an air to oil heat exchanger. The heat exchanger is capable of flow from 4-80 g.p.m. and is equipped with a 25 p.s.i. full flow check valve for cold weather start up. The heat exchanger keeps oil at 110 - 160 degrees F. operating range at 90 degrees F ambient temperature.

ACCESSORIES

A minimum twelve (12) month manufacturer's guarantee on the unit will be provided.

- 1 Debris body flush out system, 6 jets
- 1 Low water alarm with light
- 1 A hydroexcavation package will be supplied including 50' capacity High Pressure hand gun reel, High Press unloader valve and High Press hand wand.
- 1 Hose footage counter, curb side
- 1 15' leader hose
- 1 Back up alarm
- 1 Water & debris tanks tied together

LIGHTING

The entire module electrical system is vapor sealed to eliminate moisture damage.

All wiring is color-coded, labeled and run in sealed terminal enclosures.

All module circuits are protected by circuit breakers.

Clearance lights and reflectors are furnished in accordance with D.O.T. requirements.

- 1 LED strobe light, front mounted
- 1 LED strobe light, rear mounted
- 1 LED Arrowstick
- 1 Hand held spot light
- 1 Boom mounted flood lights

PAINT

Unit to be painted with DuPont Imron 5000 polyurethane paint.

Unit has reflective White or Blue boom and side stripes, and rear chevrons.

Chassis shall be painted manufacturers standard white.

TRAINING AND MANUALS

Operator training will be conducted by a factory-trained representative for a minimum of one day at the time of delivery. 1 copy(ies) of the operating and maintenance manual for the sewer cleaner module shall be provided upon unit delivery. An operational video will be provided with the unit.

MOUNTING AND DELIVERY

The unit described will be mounted on a truck chassis acceptable to the body manufacturer at the factory of the body manufacturer.

Chassis Specifications

International 7300 4x2, Automatic

225 HP @ 2600 rpm, 520 lb-ft Torque @ 1400 rpm

Allison 3000 RDS Automatic Transmission

Component Ratings: 10,000 lb Front Axle / 17,500 lb Rear Axle / GVWR 25,999 lb

WB 183" / CA 108" / AF 75"

Gear Ratio: 5.57

Front Tires: 11R22.5, Steel Disc Wheels: 22.5 x 8.25

Rear Tires: 11R22.5, Steel Disc Wheels: 22.5 x 8.25

Rear Suspension: 20,000 lb Capacity with 4,500 lb Auxiliary

Front Suspension: Spring, 10,000 lb Capacity

Frame Rails: 80,000 psi Yield, 9.125" x 3.062" x .312"

Dual Air Brake System, ABS

Parking Brake

Front Brakes, Air Cam S-Cam, 15.0" x 4"

Rear Brakes, Air Cam S-Cam, 16.5" x 7"

Front and Rear Automatic Slack Adjusters

13.2 CFM Air Compressor

Steering Wheel: 18"

Single Horizontal Aftertreatment, Frame Mtd., RH Side under cab w/Vertical Pipe

12 Volt Electrical System

(2) 12 Volt Maintenance Free Batteries, 1300 CCA Total with Battery Box

Self Canceling Turn Signals

Headlights Halogen (2), Includes Daytime Running Lights

Stop, Turn, Tail and Back Up Lights Dual, with Reflectors

Electric Horn, Single

Parking Light

Electric Key Operated Starter Switch

Data Link Connector

2-Speed Integral Windshield Wipers with Wash and Intermittent Feature

Cigar Lighter

12 Volt, 130 Amp Alternator

Body Builder Wiring

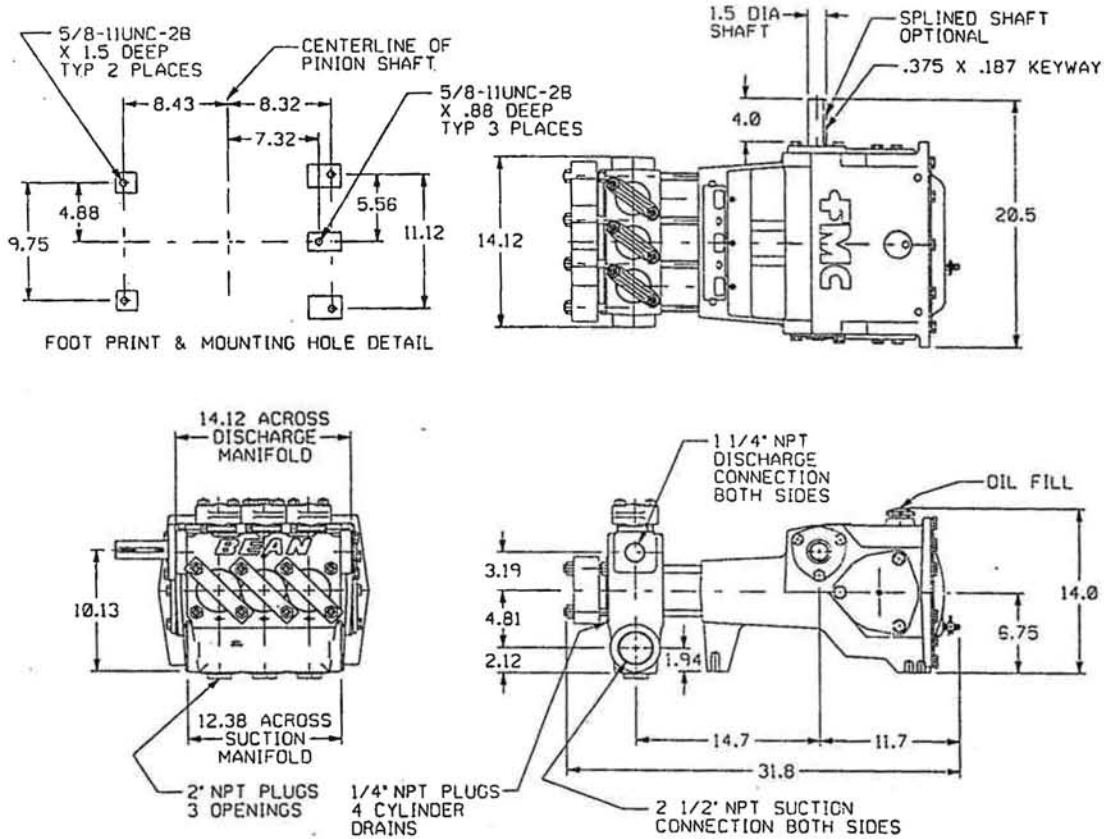
AM/FM Radio with Weatherband

Circuit Breakers

Chrome Grille
Paint: White
Air Cleaner Mounted Air Cleaner Restriction Gauge
Cruise Control
Key Operated Engine Shut Down
Governor
Magnetic Engine Oil Drain Plug
Spin On Type Oil Filter
Damper Crankshaft Viscous
Horton Drivemeaster, Two Speed Type Fan Drive
Cross Flow Aluminum Radiator with Extended Life Coolant, 1228 Sq."
Deaeration System with Premium Rubber Hoses
Meets Federal Emissions for 2007
Single Element Air Cleaner
Hand Control Throttle, Electronic Variable Speed
Remote Mounted Engine Control
Fuel Tank Top Draw, 50 Gallon Capacity RH Mounted under Cab
Conventional Style Cab with 5 Clearance Marker Lights
2 Arm Rests
Rubber Floor Covering
Coat Hook
2 Grab Handles
2 Steps per Door
Tinted Glass All Around
Gauge Cluster
Odometer Display
Warning System
Transmission Oil Temperature Gauge
Non Suspension Driver and Passenger Seats with 3-Point Should Belts
2 Rectangular Mirrors, 7.44" x 14.84" with Convex
Air Conditioner with Integral Heater and Defroster
Deluxe Cab Interior with Trim
Cloth Headliner
Molded Plastic Instrument Trim Panel
Dome Light
2 Sun Visors
Storage Pocket in Drivers Side Door

Sewer Cleaner Service Triplex Piston Pump Model L1114SC

82 HP
3,000 PSI
40 GPM
1,676 RPM



Drive-end specifications

Stroke 2.75"
Internal Gear Reduction Ratio - 3.6:1
Oil Type - SAE 30
Direction of Rotation - Top of input shaft away from fluid end
Shipping Weight - 460 lbs

Maximum Speed - 1676
Minimum Speed - 250
No. of Pistons - 3
Crankcase Material - Cast Iron
Oil Capacity - 4 qts
Shaft Extension - LH Standard
RH and hydraulic couple shaft optional

L1114 SC TRIPLEX PISTON PUMP

2.75", (69.85 mm) STROKE; 7,216 LB. (32,111N) FRAME (ROD) LOAD

	Piston Diameter		Displacement		Maximum Discharge Pressure		Standard Valve Data			Cylinder Connections	
	INCH	MM	GAL/REV	L/REV	PSIG	BAR	DISC DIAMETER	SEAT HOLE AREA	% AREA	SUCTION	DISCHARGE
1114	1.75	44.5	.0239	.0903	3000	207	1.45"	1.21 IN ²	30	2-1/2"	1-1/4"
							(36.8mm)	(779mm ²)		NPT	NPT

Pump output flow (gpm) = "Input Shaft Speed" (rpm) x Displacement (Gal/rev from above).
Refer to Product Safety Bulletin, Installation, Operations and Maintenance manuals for product safety information.

L1114SC TRIPLEX PISTON PUMP

STANDARD MATERIALS OF CONSTRUCTION

DESCRIPTION	MATERIAL
<i>Fluid end</i>	<i>Standard</i>
Fluid cylinder (valve chamber)	A536 GR 80-55-06 Ductile Iron
Liners (cylinders)	Steel Backed Ceramic
Valve disc	440 SST
Valve seat	440 SST
Valve spring	17-7PH SST
Valve retainer	304 SST
Valve cover / cylinder cover	Carbon Steel
Piston	V-ring packing
<i>Power end</i>	<i>Standard</i>
Power frame (pump case)	A48 Class 30 Cast Iron
Crankshaft	A536 GR 100-70-03 Ductile Iron
Main bearings	Steel-Tapered Roller Type
Pinion shaft	AISI 4140

Horsepower Calculation:

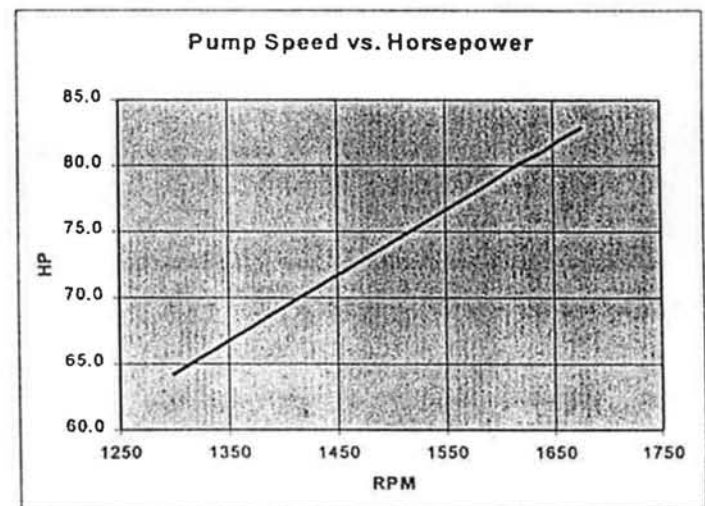
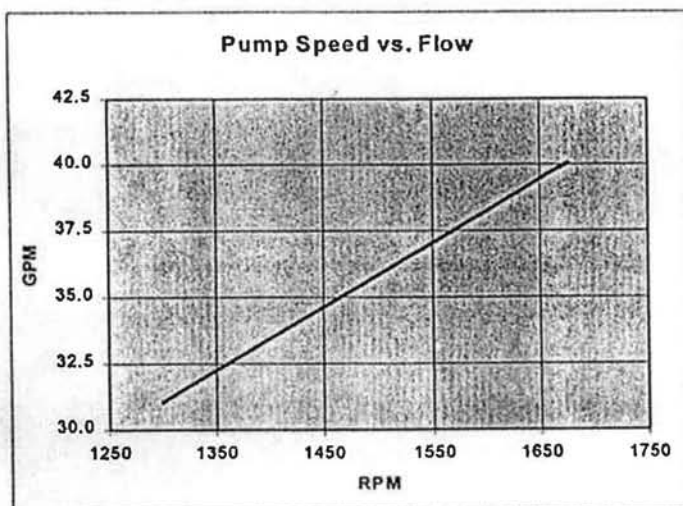
$$HP = \frac{GPM \times PSI}{1,714 \times \text{Mech. Eff.}} = \frac{40 \times 3,000}{1,714 \times 85\%} = 82HP$$

Pump Speed Calculation:

$$RPM = \frac{GPM}{\text{Displacement}} = \frac{40}{.0239} = 1,676RPM$$

Technical Notes

1. Volumes indicated are based on 100% Volumetric Efficiency.
2. Horsepower required based on 85% Mechanical Efficiency.
3. Ratings are nominal speeds and pressures and may vary on FMC written approval.



FMC Corporation
 Fluid Control Division
 (Applications/Special Projects)
 6677 North Gessner Road
 Houston, Texas 77040
 Phone: 713/ 510-6800
 Fax: 713/510-6806

Customer Service Dept.
 2825 West Washington
 P.O. Box 1377
 Stephenville, Texas 76401
 Phone: 817/968-2181
 Toll Free: 1-800-643-6254
 Fax: 817/968-5709

MME

Municipal Maintenance Equipment

2360 Harvard Street • Sacramento, CA 95815 • (916) 922-1101 • Fax: (916) 922-1034
1061 N. Shepard Street, Unit B • Anaheim, CA 92806 • (714) 632-2871 • Fax: (714) 632-2874
4750 Caterpillar Road, Unit D • Redding, CA 96003 • (530) 243-4856 • Fax: (530) 243-1447
1930 W. Winton Ave., Suite 8 • Hayward, CA 94545 • (510) 670-0230 • Fax: (510) 670-9003

October 7, 2009

Nipomo Community Services District
148 S. Wilson Street
Nipomo, CA 93444

PHONE 805-929-1133
FAX 805-929-1932
rcruz@ncsd.ca.gov

Attention: Robert Cruz, Inspector/Preventive Maintenance Supervisor

We are pleased to provide the following quotation on the Vac-Con Model VPD2130BUH/500 Combination Sewer and Storm Drain Cleaner for your review.

Each Vac-Con Model VPD2130BUH/500 complete with the following features:

- Roots Positive Displacement Blower - 2100 cfm, 16" Hg
- Hydrostatic Blower Drive
- 3/16" 3.5 cu. yard Corten Steel Debris Tank – 5 year warranty
- Full Opening Rear Door with Mechanical Rear Door Locks
- 5" Butterfly Valve with 10 ft. Layflat Hose
- Debris Tank Dumping: Minimum 50 degree, Hydraulic Lift
- 500 Gallons Capacity Polyethylene Water Tank – 5 year warranty
- Boom Travel Tie Down
- 6 ft. Telescopic Boom
- 400 ft. Capacity (3/4") Front Mounted /Pivoting Hose Reel
- 30 gpm/3000 psi Water Pump System – FMC
- 400 ft. High Pressure Jet Rodder Hose (3/4" or 1/2")
- Hose Rewind Guide
- Hose Guide (Tiger Tail)
- 30" Leader Hose
- 600 psi Wash Down Hand Gun with 25 ft. of Hose and Nozzle
- 1) each Sanitary and Penetrator Nozzles
- 20.5 ft. Aluminum Intake Pipe (1-3', 1-5', 1-6', and 1-6.5' Nozzle)
- 16" x 13" x 72" Sealed and Locking Tool Box
- ICC Lighting
- DuPont Imron 5000 Polyurethane Paint
- 12 month Standard Warranty – see certificate for details
- 10 year Water Tank Warranty
- 10 year Debris Tank Warranty

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Nipomo Community Services District
Vac-Con VPD2130BUH/500 Quotation
Page 2

Complete with the following optional features:

- Extendable 8" Intake System, in lieu of 6"
- 600 ft. x 3/4" Jet Rodder Hose (400 ft. standard)
- Debris Body Flush Out System, 6 jets
- 6" Knife Valve in lieu of 5" Butterfly Valve
- (2) Additional Pipe Racks
- LED Strobe, Front Mounted
- LED Strobe, Rear Mounted
- LED Arrowstick
- Hand Held Spot Light
- Low Water Alarm with Light
- 50 ft. Capacity Retractable Hand Gun Hose Reel
- Hydro-Excavation Package: 50 ft. High Pressure Hand Gun Reel, High Pressure Unloader Valve, and High Pressure Extendable (5') Excavation Nozzle with Quick Disconnect
- Hose Footage Counter (Curb Side)
- 3/4" x 15 ft. Leader Hose
- Hydraulic Rear Door Locks
- Automatic Vacuum Relief
- Boom Mounted Flood Lights
- (2) 5 ft. x 8" Aluminum Pipe, additional
- (2) 8" Quick Clamps, additional
- Back Up Alarm
- Water and Debris Tanks Tied Together
- Meets California DOT lighting standards
- Two (2) full days of Vac-Con training at District's facility. One day at time of delivery and one follow-up day.

Mounted on a new 2009/2010 International 7300 4x2 Truck Chassis with 225HP and Automatic Transmission, 25,999 GVWR, 2009 Emissions – Tier III, per attached specifications.

MME

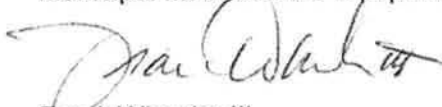
October 7, 2009
Nipomo Community Services District
Vac-Con VPD2130BUH/500 Quotation
Page 3

Price F.O.B. Nipomo, CA	\$196,912.00
8.25% Sales Tax	<u>16,245.24</u>
Total	\$213,157.24

Quotation includes delivery and on-site training.
Normal delivery 60-90 days A.R.O., depending on truck chassis availability.
Due to California emissions requirements, special permits may be required on diesel engines. MME cannot provide these permits and we recommend you contact your local Air Resources Management District for the specific requirements.
Terms Net 30.
Quotation valid for 30 days.

Thank you for your continued interest in this fine product. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,
Municipal Maintenance Equipment, Inc.



Frank Wheeler III,
Vice President

Enclosure

MME



Specifications - 3.5 CUBIC YARD COMBINATION MACHINE

GENERAL

The machine is capable of removing stones, grit, grease, sludge and other debris from sanitary sewer and/or storm drain lines by the flushing action of high-pressure water. The high-pressure sewer cleaner operates independent of the vacuum system.

The machine will be equipped with a self contained, non corrosive, non metallic water tank supply as the water source for the high-pressure pump.

The machine is capable of being operated by one man, with all operating controls for high-pressure water pump, and hose reel located at the front of the machine for safety.

DEBRIS BODY

Debris storage body has a minimum usable liquid capacity of 3.5 cubic yards.

The body is round for maximum strength and constructed of 3/16 inch Corten steel for corrosion resistance.

The rear door is full opening, hinged at the top (hinges are adjustable) with a minimum 6" inch diameter liquid drain for removing excess liquids. The drain has a knife valve installed at the opening. Drain has 10 feet of 6 inch layflat hose.

The rear door is supplied with a debris deflector shield located inside the debris tank that encompasses 75 percent of the rear door. The debris deflector shield deflects material from rear door and aids in draining off excess liquids. A rear door safety prop is provided.

Hydraulic locks shall be installed and controlled by one hydraulic cylinder externally mounted for ease of service. The hydraulic locks and shall be operated by one control.

A double acting power up/power down hydraulic scissors lift mechanism is provided to raise body to a minimum 60 degree angle. The scissors lift mechanism is designed to support a minimum of 24 inches of the debris tank width to provide stability and when dumping on uneven ground. The lift capacity of hydraulic scissors lift cylinder is 56,000 lbs.

Dump controls are located on the curbside mid-ship of the unit, well forward of the dumping area for operator safety.

The debris body has a ten (10) year warranty.

An internal polyethylene float device with external indicator is supplied to show when body is loaded to capacity.

An automatic vacuum breaker assembly is located inside the debris body. A full indication activates an automatic vacuum breaker shut down system that completely shuts down 100 percent of the airflow to the vacuum system to prevent body overfilling. A manual override system is provided in case of system failure.

BLOWER

A lobe type positive displacement blower shall be provided capable of a minimum 2100 CFM's and 16" Hg.

Control of the blower regarding start, stop and the rate of vacuum suction is performed from the front of the truck. A vacuum suction breaker disconnect switch is provided to enable operator to pick up large debris with boom and place debris on road surface.

The positive displacement blower operates independent of the high-pressure water system and is powered by the truck engine by means of a direct drive hydrostatic pump off a transfer case.

The blower is protected by (2) two 3" diameter vacuum relief valves. The system incorporates an air/water separator and a sound silencer to separate material before it enters blower and to ensure quiet operation.

A means of starting, stopping, and varying the vacuum suction from operator station at the front of the machine is provided.

The blower is mounted on a frame independent of the water tank.

System is capable of vacuuming under water 15" hg. at 3000 cfm without special attachments.

The positive displacement blower has a 12-month warranty.

WATER SUPPLY

The water tank has a usable capacity of 500 U.S. gallons.

The water tanks are constructed of non-corrosive, non-metallic, durable, cross-linked polyethylene to eliminate rust, corrosion, and stress cracking

The water tanks are mounted at and below the truck frame level to provide a low center of gravity for truck stability.

A 2-1/2 inch diameter x 25 feet long hydrant hose with hydrant wrench is supplied on the unit.

An anti-syphon fill device is installed on the unit.

Inspection port is provided to fill or to add chemicals to the water system.

A sight gauge to indicate water level is located within sight of the operator station.

The water tanks are protected by a minimum of 11 gauge steel plating mounted below the water tanks for protection against road hazards when unit travels over the road, off the road or to land fills.

The water tanks carry a ten year replacement warranty.

VACUUM PICK UP HOSE

The boom is front loading, attached at the front of the machine in order to provide ease of positioning the machine over the manhole, as well as afford maximum safety for the operator.

The 8" diameter hose is mounted on a boom that provides a minimum of 18 foot vertical lift utilizing dual hydraulic cylinders and 270 degree of boom rotation powered hydraulically by worm gear for non-interrupted smooth movement. Boom has a lift capacity of 500 lbs. at the front bumper.

The boom is powered by hydraulically: up/down by dual lift cylinders. The right/left movements are by hydraulic gear rotation.

Control of the boom is by means of a joystick control at the operator's station, requiring no cables at operator's feet for boom operation.

A 6-way pendant station shall be provided.

A manual override system shall be provided for right/left, and up/down functions in case of system failure.

Suction hose is transported on the front bumper.

A 5' x 8" telescopic boom is supplied that telescopes a minimum of 5 feet straight forward from fully retracted position to provide greater work area in front of the vehicle.

8" diameter pipe extensions with clamps will be provided and carried on the truck as follows:

- 1 6-1/2' Catch Basin Nozzle
- 1 6' Aluminum Pipe Extension
- 2 5' Aluminum Pipe Extension
- 1 3' Aluminum Pipe Extension
- 1 6" quick clamp(s)

HIGH PRESSURE WATER PUMP

A high pressure, continuous smooth flow triplex water pump is direct driven hydrostatically via chassis engine and operates independent of the vacuum system.

A continuous duty flow of 30 g.p.m. and 3000 p.s.i. is provided.

High-pressure relief valves are provided for both the high-pressure system and hand gun system.

The water pump is capable of running dry.

Controls for starting and stopping the water pump and to vary the flow and pressure are at the front hose reel operator's station.

The high-pressure water pump is equipped with a cold weather drain valve. The valve allows the operator to completely drain the high-pressure pump.

HOSE REEL ASSEMBLY

The hose reel assembly is mounted on the front of the vehicle. The hose reel shall have a minimum of 15" inside diameter with a capacity of 500' x 3/4" hose. The hose reel manually rotates 180 degrees in 3" increments, allowing greater flexibility in vehicle placement to the manhole and greater operator safety.

The hydraulic motor, chain and sprockets have a protective cover or be mounted on the radiator side of the hose reel, to prevent operator injury. The hydraulic motor, chain and sprockets are mounted on the radiator side of the hose reel, to prevent operator injury. All controls for operating the high-pressure water system are mounted on this reel assembly frame.

JET HOSE

600' jet rodder hose will be supplied.

A heavy duty hose guide with 25' of nylon rope will be provided.

Nozzles shall be hardened steel with replaceable ceramic orifices as follows: 1) Chisel head penetrator & 1) standard sanitary.

MANHOLE CLEANING WATER SYSTEM (HAND GUN)

The high-pressure pump and independent water tank assembly supplied are used for manhole cleaning.

A smooth continuous flow of 20 g.p.m. and pressure of 600 p.s.i. is provided for ease of operation.

A hand gun pressure relief valve set at 600 p.s.i. is provided.

One full functioning hand gun with on/off hand control, replaceable nozzle tip, 12 inch extension, adjustable spray and 50' x 1/2" hose with retractable reel hand gun hose with quick disconnects is provided.

HYDRAULIC SYSTEM AND LUBRICATION

The hydraulic system has a 45-gallon capacity.

The hydraulic system incorporates a main shut off valve in case of hydraulic failure.

The hydraulic system incorporates hydraulic pressure relief valves and pressure guages for ease of trouble shooting and maintenance.

The unit is equipped on the passenger side, mid-section of the module, a permanent weatherproof white vinyl lubrication chart.

The chart points out lubrication points on the module and specifies what type of lubrication and hydraulic fluids are required. The chart also specifies the frequency of each lubrication point.

Remote plumbed grease fittings are provided for the water pump drive areas.

HYDROSTATIC SYSTEM

The system is a closed loop system consisting of (1) filter (10 micron), two (2) hydrostatic pumps and motors and an air to oil heat exchanger. The heat exchanger is capable of flow from 4-80 g.p.m. and is equipped with a 25 p.s.i. full flow check valve for cold weather start up. The heat exchanger keeps oil at 110 - 160 degrees F. operating range at 90 degrees F ambient temperature.

ACCESSORIES

A minimum twelve (12) month manufacturer's guarantee on the unit will be provided.

- 1 Debris body flush out system, 6 jets
- 1 Low water alarm with light
- 1 A hydroexcavation package will be supplied including 50' capacity High Pressure hand gun reel, High Press unloader valve and High Press hand wand.
- 1 Hose footage counter, curb side

- 1 15' leader hose
- 1 Back up alarm
- 1 Water & debris tanks tied together

LIGHTING

The entire module electrical system is vapor sealed to eliminate moisture damage.

All wiring is color-coded, labeled and run in sealed terminal enclosures.

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Clearance lights and reflectors are furnished in accordance with D.O.T. requirements.

- 1 LED strobe light, front mounted
- 1 LED strobe light, rear mounted
- 1 LED Arrowstick
- 1 Hand held spot light
- 1 Boom mounted flood lights

PAINT

Unit to be painted with DuPont Imron 5000 polyurethane paint.

Unit has reflective White or Blue boom and side stripes, and rear chevrons.

Chassis shall be painted manufacturers standard white.

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Operator training will be conducted by a factory-trained representative for a minimum of one day at the time of delivery. 1 copy(ies) of the operating and maintenance manual for the sewer cleaner module shall be provided upon unit delivery. An operational video will be provided with the unit.

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The unit described will be mounted on a truck chassis acceptable to the body manufacturer at the factory of the body manufacturer.

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225 HP @ 2600 rpm, 520 lb-ft Torque @ 1400 rpm

Allison 3000 RDS Automatic Transmission

Component Ratings: 10,000 lb Front Axle / 17,500 lb Rear Axle / GVWR 25,999 lb

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Gear Ratio: 5.57

Front Tires: 11R22.5, Steel Disc Wheels: 22.5 x 8.25

Rear Tires: 11R22.5, Steel Disc Wheels: 22.5 x 8.25

Rear Suspension: 20,000 lb Capacity with 4,500 lb Auxiliary

Front Suspension: Spring, 10,000 lb Capacity

Frame Rails: 80,000 psi Yield, 9.125" x 3.062" x .312"

Dual Air Brake System, ABS

Parking Brake

Front Brakes, Air Cam S-Cam, 15.0" x 4"

Rear Brakes, Air Cam S-Cam, 16.5" x 7"

Front and Rear Automatic Slack Adjusters

13.2 CFM Air Compressor

Steering Wheel: 18"

Single Horizontal Aftertreatment, Frame Mtd., RH Side under cab w/Vertical Pipe

12 Volt Electrical System

(2) 12 Volt Maintenance Free Batteries, 1300 CCA Total with Battery Box

Self Canceling Turn Signals

Headlights Halogen (2), Includes Daytime Running Lights

Stop, Turn, Tail and Back Up Lights Dual, with Reflectors

Electric Horn, Single

Parking Light

Electric Key Operated Starter Switch

Data Link Connector

2-Speed Integral Windshield Wipers with Wash and Intermittent Feature

Cigar Lighter

12 Volt, 130 Amp Alternator

Body Builder Wiring

AM/FM Radio with Weatherband

Circuit Breakers

Chrome Grille
Paint: White
Air Cleaner Mounted Air Cleaner Restriction Gauge
Cruise Control
Key Operated Engine Shut Down
Governor
Magnetic Engine Oil Drain Plug
Spin On Type Oil Filter
Damper Crankshaft Viscous
Horton Drivemeaster, Two Speed Type Fan Drive
Cross Flow Aluminum Radiator with Extended Life Coolant, 1228 Sq."
Deaeration System with Premium Rubber Hoses
Meets Federal Emissions for 2007
Single Element Air Cleaner
Hand Control Throttle, Electronic Variable Speed
Remote Mounted Engine Control
Fuel Tank Top Draw, 50 Gallon Capacity RH Mounted under Cab
Conventional Style Cab with 5 Clearance Marker Lights
2 Arm Rests
Rubber Floor Covering
Coat Hook
2 Grab Handles
2 Steps per Door
Tinted Glass All Around
Gauge Cluster
Odometer Display
Warning System
Transmission Oil Temperature Gauge
Non Suspension Driver and Passenger Seats with 3-Point Should Belts
2 Rectangular Mirrors, 7.44" x 14.84" with Convex
Air Conditioner with Integral Heater and Defroster
Deluxe Cab Interior with Trim
Cloth Headliner
Molded Plastic Instrument Trim Panel
Dome Light
2 Sun Visors
Storage Pocket in Drivers Side Door

HAAKER EQUIPMENT COMPANY

SINCE 1972

A CALIFORNIA CORPORATION

2070 N. White Avenue
La Verne, California 91750
(909) 598-2706 · FAX (909) 598-1427
<http://www.haaker.com>



PROPOSAL

October 8, 2009

TO: NIPOMO COMMUNITY SERVICES
PO Box 326
Nipomo CA 93444

ATTN: Mr. Peter V. Sevcik
805 929-1133
Email: psevik@ncsd.ca.gov

In accordance with your request, we are pleased to submit the following proposal for your consideration and approval:

ONE (1) VACTOR 2103 SEWER CLEANER

3 Cubic Yard Capacity Catch Basin Cleaner and Sewer Cleaner Mounted on a International 4300 SBA 4x2 Tier III Chassis, 225 HP, Allison Automatic Transmission. Complete with All Standard Equipment and the Following Optional Equipment Listed.

Standard Equipment

- ✓ 2400 CFM Positive Displacement Blower
- ✓ Gear Type Transfer Case for Blower
- ✓ Stainless Steel Ball Float Shut Off
- ✓ 450 Gallon Aluminum Water Tank Capacity
- ✓ Double Acting Hydraulic Dump Hoist
- ✓ Electric Back Up Alarm
- ✓ 6-Way Power Boom Assembly With 120 Degree Rotation And 4' Hydraulic Extension
- ✓ Remote Push Button Pendant Control With 15' Of Cable
- ✓ 500' x 3/4" Sewer Hose
- ✓ 500' Capacity, 120 Degree Rotating Hose Reel
- ✓ Hydraulic Tilt for Hose Reel
- ✓ Hose Level Wind Guide, Dual Roller
- ✓ Standard 6" Diameter Pipe Package of
- (1) 3' Aluminum Pipe Extension
- (2) 5' Aluminum Pipe Extension
- (1) 6' Catch Basin Nozzle
- (3) 8" Overcenter Quick Clamps with Gaskets
- ✓ Full Opening Rear Door Hinged at Top
- ✓ Body Drain on Rear Door With 4" Drain Hose
- ✓ Variable Flow Handgun Assembly with 25' of 1/2" Drain Hose with Centrally Located Coupler
- ✓ Sealed Electrical System
- ✓ Flexible Hose Guide
- ✓ Lockable Tool Box, 36x18x18 (1)
- ✓ Mud Flaps
- ✓ Stainless Steel Microstrainer
- ✓ 5# Fire Extinguisher
- ✓ Emergency Flare Kit

Options

- ✓ Decant System with 4' Air Operated Knife Valve forward Mounted Curbside Screen and 10' Drain Hose with Camlocks
- ✓ Fold Down Pipe Rack, CurbSide
- ✓ Fold Down Pipe Rack, Street Side
- ✓ Debris Body Flushout
- ✓ Body Load Limit Alarm
- ✓ 4" Butterfly Valve/Rear Door
- ✓ Rear Door Splash Shield
- ✓ Hydraulic Rear Door Locks
- ✓ Debris and Water Tanks Combined
- ✓ Low Water Alarm W/Warning Light
- ✓ Hot Shift Blower Drive, Includes Transfer case, air shift control, vacuum relief, front control for blower engagement.
- ✓ Lube Manifold
- ✓ Retractable Handgun Hose Reel with 50' Hose Assembly
- ✓ Joystick Boom Control
- ✓ Handlight With Bumper Plug
- ✓ Revolving Amber Beacon Light-Front and Rear Mount – Approved Lighting
- ✓ Directional Arrowboard
- ✓ Worklights on Boom
- ✓ Hydraulic Shut Off Valves at Suction, Return and Filterline
- ✓ Water Relief Valve
- ✓ Front and Handgun Couplers
- ✓ Rodder Pump Drain Valves
- ✓ Safety Cone Storage Racks
- ✓ 72x18x18 Aluminum Tool box
- ✓ Imron Paint
- ✓ Rear Door Stripes, Reflective Tape
- ✓ Vactor Twister Nozzle
- ✓ Hydro Excavation Kit with Retractable Reel with 50' x 3/8" Hose, Handgun and Plumbing
- ✓ 8 Hours Training
- ✓ 1 Year Service Contract

Unit Price\$ 207,367.00
 Sales Tax (8.25%).....\$ 17,107.78

PRICE IS F.O.B. NIPOMO COMMUNITY SERVICES, CA:\$ 224,474.78

5 Year/60 Month Lease:
 1 Payment at Close - \$4,762.14 Per Month, Residual \$101.00, Document Fee \$350.00

Lease Rates Subject to Change

THE PROPERTY HEREIN IS GUARANTEED BY MANUFACTURER'S WARRANTY ONLY AND SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, OR OF FITNESS FOR ANY PARTICULAR PURPOSE, THAT EXTENDS BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.

NOTE: Price is good for 60 Days. Cost increases due to the addition of Government mandated safety or environmental devices incurred after the date of this proposal, will be charged to you at our cost. Proof of such costs, if any, will be documented.

TAXES: SALES TAX applicable at time of delivery will be shown on our invoice. FEDERAL EXCISE TAXES, if applicable, will require payment unless a properly executed Exemption Certificate is submitted.

DELIVERY: 180-240 Days **TERMS:** Net 10 Or Approved Lease

We appreciate the opportunity to present this proposal and look forward to being of further and continued service.

HAAKER EQUIPMENT COMPANY **ACCEPTED BY:** _____

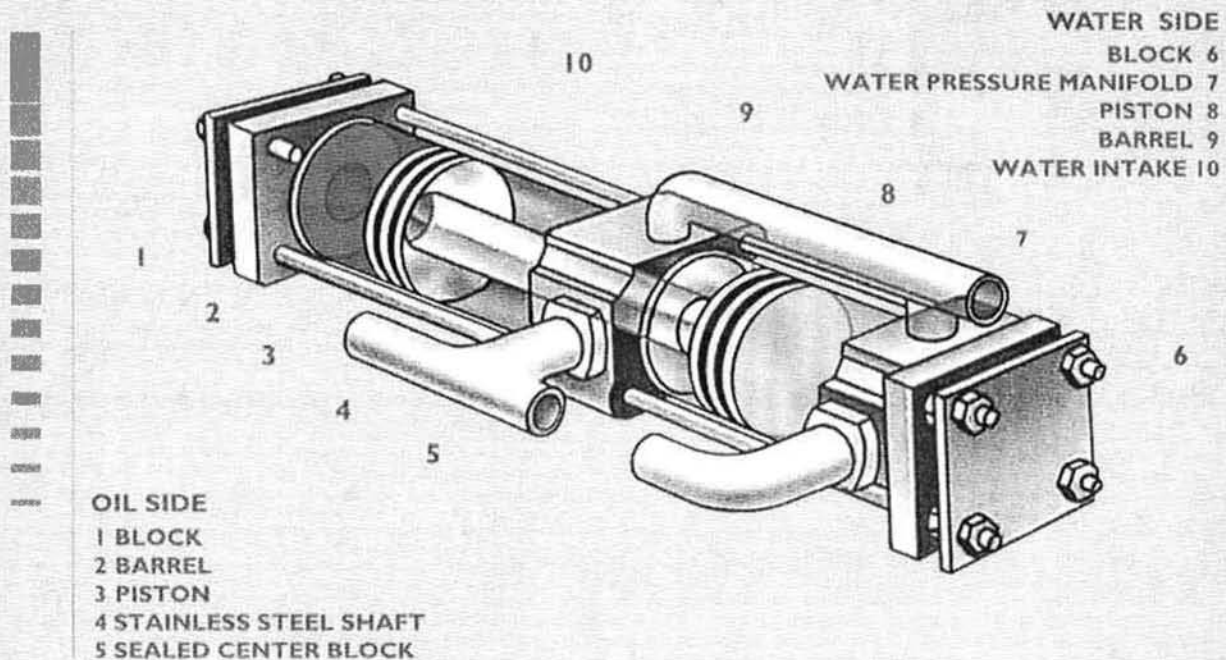
BY: Matt Muinch **DATE:** _____

Matt Muinch
Sales Representative

MM/rp

JET RODDER® WATER PUMP

FEATURING HYDRAULIC DRIVE AND ADVANCED ELECTRONIC SENSING



VACTOR SINGLE PISTON JET RODDER WATER PUMP

THE DUAL ACTION, SINGLE PISTON VACTOR JET RODDER WATER PUMP IS THE ONLY PUMP DESIGNED EXCLUSIVELY FOR SEWER CLEANING AND THE ONLY PUMP THAT PROVIDES "JACK HAMMER" OBSTRUCTION BREAKING OPERATION AND CONTINUOUS FLOW CLEANING.

This unique water pump is designed to be driven hydraulically and has a one-to-one hydraulic to water ratio. For every gallon of hydraulic oil pumped, one gallon of water is pumped. The pump is simple in design. It has a hydraulic cylinder on one side of a sealed center block and a water cylinder on the other side. A single shaft with specially constructed piston heads is slowly driven back and forth. Hydraulic oil is pumped into the hydraulic section, driving the piston the length of the water barrel. As that occurs, water is entering the water barrel behind the moving piston through a check valve. When the piston reaches the end of its stroke, a sensing device reverses the piston, sending it back to its original position and at the same time expelling the water through the directional check valve. As this occurs, water is being introduced into the water barrel on the other side of the piston. The pump is constantly loading and expelling hydraulic oil and is constantly loading and expelling an equal amount of water.

VACTOR®

1621 South Illinois Street Streator, Illinois, U.S.A. 61364

www.vactor.com

JET RODDER® WATER PUMP

FEATURING HYDRAULIC DRIVE AND ADVANCED ELECTRONIC SENSING

LOW MAINTENANCE

Because of the superior hydraulic drive, there are no belts to adjust or maintain. The electronic control at the operator's station provides instant on/off control and it does not depend on water for lubrication and cooling during operation. Other pumps must rely on water for lubrication and cooling. If the tank runs out of water, dry operation of these other pumps can result in expensive seal damage. The Vactor JET RODDER's slow stroke design reduces friction, providing longer field life and requiring less maintenance than other pumps.

JACK HAMMER ACTION

JACK HAMMER action helps to further break up debris cake on pipe walls and provides additional cleaning power to bust through obstructions in the line. The jack hammer effect is achieved at the end of each stroke. There is a split second at that point when the position is at rest and there is a slight fall in pressure; as the special relay is tripped, the pump instantly reverses direction causing an additional thrust in pressure back to its original level. At the nozzle, this creates an additional forward thrust. If there is an obstruction in the line, the pump cycle would literally cause the nozzle to jackhammer against the obstruction until it is cleared. This powerful jackhammer action is easily regulated with an optional accumulator.

CAPABILITIES OF THE JET RODDER PUMP

Flow and Pressure	Power Requirements	Hose Sizes
40 gpm @ 2500 psi / 151 lpm @ 172 bar	73 hp / 54 kw	3/4" or 1" / 19 mm or 25.4mm
60 gpm @ 2000 psi / 227 lpm @ 138 bar	88 hp / 66 kw	1" / 25.4 mm
60 gpm @ 2500 psi / 227 lpm @ 72 bar	110 hp / 82 kw	1" / 25.4 mm
80 gpm @ 2000 psi / 303 lpm @ 138 bar	117 hp / 87 kw	1" / 25.4 mm
80 gpm @ 2500 psi / 303 lpm @ 172 bar	146 hp / 109 kw	1" / 25.4 mm
100 gpm @ 2000 psi / 379 lpm @ 138 bar	146 hp / 109 kw	1 1/4" / 31.75 mm

HAAKER EQUIPMENT COMPANY
Superior Municipal Equipment
2070 N. White Ave., La Verne, CA 91750
(909) 598-2706 www.haaker.com

VACTOR®

1621 South Illinois Street Streator, Illinois, U.S.A. 61364
Effective 5/01

www.vactor.com
P/N 00081