

CANBY UTILITY
REGULAR BOARD MEETING
APRIL 12, 2022
7:00 P.M.

AGENDA

The Board of Directors and staff have resumed in-person meetings. The public is invited to attend the meeting virtually or in person at Canby Utility's office.

- I. CALL TO ORDER
- II. AGENDA
 - Additions, Deletions or Corrections to the Meeting Agenda
- III. CONSENT AGENDA
 - Approval of Agenda
 - Approval of Regular Board Meeting Minutes of March 8, 2022 (pp. 1-3)
 - Approval of Write-Offs
 - Approval of Payment of Water and Electric Bills
- IV. CITIZEN INPUT ON NON-AGENDA ITEMS *Citizen's wanting to speak virtually, please email or call the Board Secretary-Clerk by 4:30 p.m. on April 12, 2022 with your name, the topic you would like to speak on, and contact information: bbenson@canbyutility.org or 503-263-4312.*
- V. GENERAL MANAGER EMPLOYMENT AGREEMENT – Chair Thompson (pp. 4-10)
- VI. BOARD REPORT
 - Chair Comments
 - Board Member Comments
- VII. STAFF REPORTS

Operations Manager:

 - S. Ivy Street Project Update

General Manager:

 - Veolia Water North America's Annual Contract Fee Adjustments (pp. 11-15)
 - Other Updates
- VIII. EXECUTIVE SESSION *The Canby Utility Board will adjourn its regular meeting to go into executive session pursuant to ORS 192.660(2)(d) to discuss labor negotiations. Upon completion of the executive session the Board will return to its regular meeting.*
- IX. ADJOURN

CANBY UTILITY REGULAR BOARD MEETING MINUTES MARCH 8, 2022

Due to COVID-19 Pandemic, the Board of Directors and staff attended the meeting virtually. The public was invited to attend the meeting virtually or in-person at Canby Utility's office, with measures in place to comply with the Governor's Executive Order regarding social distancing.

Board Present: Chair Thompson; Members Hill, Horrax, Gustafson, and Molamphy

Staff Present: Carol Sullivan, General Manager; Barbara Benson, Board Secretary; Jason Berning, Operations Manager; Sue Arthur, Purchasing Agent; and Jason Peterson, Operations Field Supervisor

Others Present: Bob Wescott

Chair Thompson called the Regular Board Meeting to order at 6:58 p.m.

Chair Thompson presented the meeting agenda for consideration. She asked for any additions, deletions, or corrections to the meeting agenda, and there were none.

Chair Thompson presented the consent agenda for approval. Member Gustafson made the *MOTION to approve the consent agenda, consisting of the meeting agenda, regular meeting minutes of February 8, 2022, special and executive session meeting minutes of February 22, 2022, write-offs in the amount of \$853.39, payment of the electric and water department bills in the amount of \$1,261,747.29. Member Horrax seconded, and the motion passed unanimously.

Chair Thompson asked for citizen input on non-agenda items. Bob Wescott addressed the Board about electric vehicle (EV) charging stations. He shared that Canby only has two public Level 2 EV charging stations in town. One station is at McDonald's, and the other is at Walgreens. These Level 2 EV chargers are called destination charges due to the longer time required to charge the vehicle fully. The industry also makes DC charging stations, referred to as fast chargers. The nearest DC chargers are in Woodburn and Clackamas Town Center. Wescott's research found that other utilities have installed fast-charging stations for their patrons and shared some of his learned information. Westcott also shared some statistics on EV sales and trends.

Westcott asked the Canby Utility Board to consider the possibility of installing EV chargers for the benefit of our customers and the public that drive through our city. Discussion ensued regarding the power requirements and costs related to DC charges. Chair Thompson reported that staff had reached out to Tillamook PUD, which offers EV charging stations at their utility office. The PUD participates in DEQ's Clean Fuels Program to generate credits from EV charging within their service area. The PUD then sells the credits to regulated parties that need to come in to compliance with the clean fuel standards. The funds are then used to pay for their charging

equipment and customer rebates. Their customers are not subsidizing the program's cost. There was a brief discussion about DEQ's program, grants, and potentially partnering with the city to install an EV charging station in town. The Board tasked staff with researching EV charging station options and presenting them with the pros, cons, maintenance, citing, and permitting requirements. This presentation will enable them to determine if EV charging stations should be included in the upcoming budget. Member Hill also suggested the Board consider partnering with the City of Canby on an EV charging station project. Member Gustafson added that grant funding might be available to help with the costs. General Manager Carol Sullivan said that she talked to City Administrator Scott Archer about the potential to partner on a pilot project, and he was supportive.

Chair Thompson welcomed Member Molamphy, who the Canby City Council recently appointed to serve on the Canby Utility Board.

Purchasing Agent Sue Arthur reported that the Water Master Plan project bid opening was on February 10. We received only one bid that was submitted by Murray Smith & Associates (MSA). The contract was awarded for \$79,748, and they have already held the project kick-off meeting.

General Manager Carol Sullivan presented the annual update on the Red Flag Rules program. These rules govern our identity theft prevention program, which requires staff to give the board a yearly update on any incidents over the past year. Fortunately, we had none to report on this past year, and the customer service team has received their training. Member Hill mentioned a recent article regarding a National Cyber Center for cooperatives to deal with cyber-attacks and asked for information on how Canby Utility protects its systems. Sullivan stated that we have systems in place to manage the risks. Staff continues to work with our IT consultant to ensure protection in light of the recent national concerns.

Sullivan reported on the fiscal year budget timeline. Budgets will be provided to board members on June 10 and presented for approval during the June 14 regular board meeting.

Sullivan also reported on meetings attended in the past month. She's met with the city's Public Works Director, Economic Development Director, and Police Chief. Economic Development Director Jamie Stickle shared with Sullivan that she monitors the city's social media account and is willing to post emergency notices for Canby Utility if needed. She attended the Chamber's luncheon and their Gala and Auction event. Sullivan also participated in a virtual Molalla River National Water Quality Initiative meeting to discuss additional monitoring of the Molalla River watershed. She attended a webinar for potential future grant funding for the Infrastructure Investment and Jobs Act.

Sullivan noted how welcoming and congratulatory everyone has been to her in her new role.

Sullivan reported on the Combined Service Center construction project closeout. The project retainage is being released to Essex Construction, except for \$35,000 to ensure completion of the

Canby Utility
Regular Board Meeting Minutes
March 8, 2022
Page 3 of 3

warehouse's trench drain and other small items. Operations Manager Jason Berning provided additional details about the remaining work to be completed.

Member Hill made the *MOTION to adjourn the meeting. Member Horrax seconded, and the motion passed unanimously.

There being no further business, the meeting adjourned at 7:31 p.m.

Melody Thompson, Chair

David Horrax, Member

Tim Gustafson, Member

Robert Hill, Member

John Molamphy, Member

Barbara Benson, Board Secretary

MEMORANDUM

TO: Canby Utility Board

FROM: Ashley Driscoll, Board Counsel

SUBJECT: General Manager Agreement

DATE: March 21, 2022

Please see attached proposed Employment Agreement between the Canby Utility Board and Carol Sullivan. Some of the key provisions are as follows:

- Two (2) year term;
- Severance for no-cause termination is one (1) month per year of service as the General Manager;
- Salary of \$180,470, with cost of living increases similar to that which other management employees receive;
- Five (5) weeks of vacation annually;
- Other benefits outlined in the Utility's personnel policies;
- Annual performance and compensation reviews.

The Agreement generally aligns with past General Manager employment agreements.

An appropriate motion would be: "I move to approve the Sullivan Employment Agreement."

Attachment: Sullivan Employment Agreement

SULLIVAN EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered this _____ day of _____, 2022 by and between the Canby Utility Board (hereinafter referred to as "Utility") and Carol Sullivan (hereinafter referred to as "Employee").

RECITALS

WHEREAS, Utility wishes to employ Employee as its General Manager and Employee desires to serve as General Manager for Utility; and

WHEREAS, the parties wish to execute a written agreement to reflect their common understanding of the terms of employment.

NOW THEREFORE, in consideration of mutual covenants herein contained and for the consideration herein specified, Utility and Employee mutually agree:

SECTION 1. EMPLOYMENT, DUTIES AND AUTHORITY.

- A. The Utility will employ Employee as its General Manager and Employee will accept such employment. Employee is for all purposes an at-will employee and has no right to employment with Utility other than as expressly stated in this Agreement.
- B. The authority of Employee, consistent with state law, the Canby City Charter and pertinent Utility resolutions and rules, includes the following:
 - 1. The overall management, administration and direction of Utility operations;
 - 2. The hiring, disciplining and firing of all Utility employees/agents except: the Board Secretary-Clerk, over whom the Canby Utility Board of Directors shares authority with the General Manager; and the Board Attorney, over whom the Board of Directors exercises exclusive authority;
 - 3. The negotiation, execution and administration of Utility contracts within budget appropriations pursuant to Utility policy and resolution;
 - 4. Providing policy advice to the Board of Directors;
 - 5. Maintaining open communications with the community to thereby foster both responsive and courteous public services; and
 - 6. Other duties as the Board of Directors may, from time to time, assign.
- C. The Board of Directors agrees to the principle of non-interference in the Utility's administration as a necessary component to orderly and efficient implementation of the Board of Director's policies. The Board will direct concerns and communications relating to the Utility's administration through the Employee. Employee agrees to respond in a timely manner to all inquiries from the Board of Directors whether made individually or collectively.

SECTION II. TERM.

- A. This Agreement shall commence on March 1, 2022, and will run through February 28, 2024 ("Term").
- B. Nothing in this Agreement prevents, limits or otherwise interferes with the right of the Board of Directors to terminate the services of Employee at any time, subject only to the provisions set forth in this Agreement.
- C. Nothing in this Agreement prevents, limits or otherwise interferes with the right of Employee to resign at any time from his position with Utility, subject only to the provisions set forth in this Agreement.
- D. Employee agrees to remain in the exclusive employ of the Utility during the term of this Agreement. Employee may not "moonlight" or accept any other additional outside employment without the prior written consent of the Board of Directors, which it may withhold in its sole discretion.

SECTION III. TERMINATION AND SEVERANCE.

- A. Termination without Cause. Either the Utility or the Employee may terminate this Agreement for any reason whatsoever, or no reason, upon giving thirty (30) calendar days' prior written notice to the other party.
- B. Termination for Cause. Employee's employment with Utility may be terminated immediately in the sole discretion of the Board of Directors if any of the following events occur:
 - 1. Employee fails or refuses to comply with the written policies, standards and regulations of the Utility that are now in existence or that may from time to time be established or amended;
 - 2. The Utility has reasonable cause to believe Employee has committed fraud, misappropriated Utility funds, goods or services to either her own or a private third party's benefit and/or other act(s) of misconduct that the Board of Directors reasonably believes is/are detrimental to the Utility and/or its interests; or
 - 3. Employee fails to perform faithfully or diligently her duties as General Manager.
- C. Not For Cause Termination. If the Utility terminates Employee's employment before the expiration of this Agreement for reasons other than those set out above in subsection III(B), and if Employee is otherwise willing and able to perform her duties for Utility, then in that event, Employee will be entitled to and Utility agrees to pay a severance equal to one (1) month's salary for each full year of service as the General Manager.

Payment of the above severance shall be made monthly, each payment being the

value of one month's salary or portion thereof to which employee has accrued a right consistent with the above schedule. The right to any severance payment shall cease if, during the period of the scheduled severance, Employee accepts employment with another employer (including self-employment). Employee has an affirmative obligation to notify the Utility upon acceptance of other employment.

- D. If Employee resigns at the request of the Board of Directors (for reasons other than those set out in subsection III(B)), then Employee may deem this Agreement to be involuntarily terminated without cause and will then be entitled to severance pay consistent with subsection (C) of this section. Termination or resignation in good standing shall entitle Employee to a lump sum payment equivalent to all accrued vacation benefits, consistent with the benefits accorded other unclassified employees.
- E. If Employee voluntarily resigns her position with the Utility before expiration of this Agreement, then she shall give the Utility at least thirty (30) calendar days' written notice in advance, excluding accrued vacation, and she shall make herself available to serve during this period. The Board of Directors, however, has the discretion to decide whether she shall continue to serve in her position during the notice period.

SECTION IV. SALARY, HOURS OF WORK, VACATION AND SICK LEAVE.

- A. Salary. Effective upon Board approval of this Agreement, the Utility agrees to pay Employee an initial starting salary of One Hundred Eighty Thousand Four Hundred Seventy U.S. Dollars and no cents (\$180,470) as an annual salary to be paid in installments at the same interval as Utility pays its other employees.
- B. COLAs. As a member of the management team, Employee is entitled to and will receive the same percentage cost of living adjustment the Board grants, if any, to other members of the management team on an annual basis.
- C. Supplementation. Employee's compensation is subject to supplementation based on the Board of Director's annual review of Employee's performance, the salary range the Board of Directors sets for the General Manager position and budgetary considerations. The Board may supplement Employee's compensation through a salary increase, or a bonus, or additional paid vacation time, or some combination of the three.
 - 1. Notwithstanding the annual review, the Board of Directors will review Employee's performance after her six month anniversary of employment with the Utility as the General Manager. If the Board of Directors believes Employee is meeting or exceeding its expectations of Employee relative to her first six months of in the position, the Board of Directors may raise Employee's salary in an amount not to exceed Five Thousand U.S. Dollars and no cents (\$5,000.00).

- D. Vacation. Employee will accrue vacation benefits at a rate of 16.67 hours per month (5 weeks annually). In addition, Employee will be granted four (4) days of vacation in lieu of compensatory time. Employee may carryover up to four hundred (400) hours per year.
- E. Holidays. Employee will accrue holiday benefits at the same rate as established for management employees consistent with the Utility's personnel policies.
- F. Sick Leave. Employee will accrue sick leave at the same rate as established for other similarly situated management employees consistent with the Utility's personnel policies; however, in the event of termination (voluntary or otherwise) Employee is not entitled to receipt of monetary compensation for any unused accrued sick leave.

SECTION V. RETIREMENT, LIFE AND HEALTH INSURANCE.

- A. Retirement. The Utility agrees to pay and transmit the required employer contribution into the defined benefit pension plan portion of the Oregon Public Service Retirement Plan (OPSRP) in the amount set by the Oregon Public Employees Retirement Board consistent with the terms of Oregon law. Furthermore, Utility agrees to be responsible for and pay the six percent (6%) employee contribution. Employee may also participate, at her cost, in a Utility-sponsored 401(k) plan and an Oregon Savings Growth Plan (457 plan).
- B. Insurance. Utility agrees to provide Employee various insurance benefits (including health, vision, dental and life insurance) equal to that it provides to other management employees. Employer will pay a portion of the insurance coverage premiums equal to what it pays on behalf of other management employees.

SECTION VI. PROFESSIONAL DEVELOPMENT AND EXPENSE.

- A. The Utility encourages the professional growth and development of Employee and encourages reasonable participation in professional associations, short courses and seminars. The Utility will permit a reasonable amount of time for Employee to attend and the Utility shall pay for the direct costs necessary for travel, subsistence and registration subject to reasonable availability of funds and as approved in the annual budget.
- B. The Utility maintains a fleet of vehicles for its employees use during work hours and Employee may use a fleet vehicle for work purposes. If Employee uses her personal vehicle on Utility business, the Utility shall provide monthly vehicle expense reimbursement at the then current IRS mileage rate.
- C. The Utility recognizes that Employee will incur certain reasonable expenses on

behalf of the Utility and it agrees to reimburse or pay those expenses upon receipt of appropriate confirmation.

SECTION VII. ANNUAL GOAL-SETTING AND PERFORMANCE EVALUATION.

- A. The Board of Directors will periodically identify concerns to Employee either through informal discussions with Employee or more in a more formal setting. The Board of Directors will meet with Employee at least annually during the anniversary month of Employee's employment as the General Manager for the purpose of setting goals and priorities and to evaluate and assess the performance of Employee in meeting or progressing towards such goals and priorities. If the Board deems Employee's performance as satisfactory or better, the Board may supplement Employee's compensation in accordance with Section IV.C.
- B. If the Utility determines the performance of Employee is unsatisfactory in any respect or needs significant improvement in any area, without waiving or limiting any right available to Utility under this Agreement, the Utility will describe these concerns in writing and in reasonable detail or with specific examples.

SECTION VIII. GENERAL PROVISIONS.

- A. Professional Liability. The Utility agrees to defend, hold harmless and indemnify Employee from any and all demands, claims, suits, actions and legal proceedings brought against Employee in her individual capacity, or in her official capacity as agent and employee of the Utility, consistent with the terms of the Oregon Tort Claims Act.
- B. Personnel Policies. Employee is subject to all provisions of the Utility's personnel policies not directly addressed in this Agreement.
- C. Amendments. Any amendment to this Agreement must be in writing and signed by both the Utility and Employee.
- D. Severability. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable and shall not be affected, and shall remain in full force and effect.
- E. Survival. The rights and duties of Utility and Employee shall survive termination of this Agreement.
- F. Mediation. Should any dispute arise between the parties regarding the terms of this Agreement, it is agreed that such dispute is required to be submitted to a mediator prior to arbitration. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree otherwise. Both parties agree to

exercise good faith efforts to resolve disputes covered by this section through this mediation process. If either party requests mediation and the other party fails to respond within ten (10) days or if the parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Clackamas County Circuit Court upon request of either party.

- G. Integration. This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the same subject.
- H. No Third-Party Beneficiaries. The Utility and Employee are the only parties to this Agreement and there are no third parties, express or implied, who have any rights or obligations under this Agreement.

SIGNED:

CANBY UTILITY BOARD

EMPLOYEE

Melody Thompson, Board Chairman

Carol Sullivan



MEMORANDUM

April 8, 2022

TO: Chair Thompson, Member Hill, Member Horrax, Member Gustafson, and Member Molamphy

FROM: Carol Sullivan, General Manager

SUBJECT: Veolia North America Annual contract fee adjustment and variable cost adjustment

In April, Veolia's annual contract fee adjustment goes into effect. The annual fee adjustment formula uses the December Consumer Price Index (CPI) as published by the US Department of Labor, Bureau of Labor Statistics defined as West Urban, to determine the change in the annual fee. The annual change in the CPI is then multiplied by 123% to establish the "Annual Adjustment Factor."

Annual Fee Adjustments for the past three years:

- The CPI increase effective April 2022 is \$8,380.16. The December percentage change was 7.65% with a contract adjustment factor of 123%, for a total annual percentage change of 9.41%. The total monthly fixed operations and maintenance fee cost is \$97,427.51.
- The CPI increase effective April 2021 was \$2,459.40. The December percentage change was 2.31% with a contract adjustment factor of 123%, for a total annual percentage change of 2.84%. The total monthly fixed operations and maintenance fee cost is \$89,047.35.
- The CPI increase effective April 2020 was \$3,613.46. The December percentage change was 3.54% with a contract adjustment factor of 123%, for a total annual percentage change of 4.35%. The total monthly fixed operations and maintenance fee cost is \$86,587.95.

The contract also includes a provision for a water production variable cost adjustment if the 12-month flow is less-than or greater-than 10% of the contracted 2.05 million gallons per day annual average. The 2021 flow was 24.5% greater than contracted flow, triggering this provision of the contract. Attached is the contract language that explains this calculation. The added cost is to cover additional chemicals and power to treat the raw water, and will be billed starting this month at the rate of \$2,254.05 per month for one year.

The total monthly fixed charge for April 2022 through March 2023 is \$99,681.56. This new cost will exceed the fiscal year 2022 budget amount by \$20,272.83, which will be covered by the increase in revenues we have experienced.

Brian Hutchins, our Water Treat Plant Project Manager from Veolia North America, will be joining us to review the historical water production. Attached is a chart of the water production depicting the percent of contracted flow and millions of gallons treated per year.

We welcome any questions the Board may have.

Should normal operation of the Project fail in a degree or manner that affects final water quality, VEOLIA WATER shall personally contact OWNER immediately to inform OWNER of the nature of the abnormality and devise a strategy to expeditiously resolve the abnormality and protect OWNER'S customers.

Each year of the Agreement, OWNER shall arrange an annual meeting with VEOLIA WATER to provide formal feedback on the O&M Service by reviewing the Agreement and addressing exemplary work and areas for improvement. OWNER shall provide VEOLIA WATER with a letter summary of the meeting and its action outcomes.

1.13. Access to the Project.

1.13.1. OWNER.

OWNER may access the Project at all times to inspect and observe VEOLIA WATER'S performance of this Agreement. While on site, OWNER must be in compliance with VEOLIA WATER operating and safety procedures. OWNER shall be responsible for its own fault in performing any inspection or observation during times when VEOLIA WATER personnel are not present.

1.13.2. Site Tours.

VEOLIA WATER shall schedule at a reasonable time and facilitate site tours at OWNER'S request. While on-site the tour participants must be in compliance with VEOLIA WATER operating and safety procedures.

2. SERVICES TO BE PROVIDED BY VEOLIA WATER.

2.1. Project O&M Service.

VEOLIA WATER shall provide continuous and uninterrupted O&M of the Project to treat an average daily flow of 2.05 million gallons per day ("MGD") (annual daily average) of raw water for the 2006 base year and maintain compliance with regulatory agencies by implementing the requirements in Section 2 and standards in Section 3.

Water Production – Variable Cost Adjustment

Once a 12 Month Baseline Flow* of accurate flow data is available (12 months following replacement and reliable operation of the master meter at the WTP), a cost per million gallons of water treated will be determined based upon the cost of chemicals and electricity consumed in the treatment of the raw water, plus

overhead and profit, for the same time frame. This cost per million gallons will be determined as follows:

* - 12 Month Baseline Flow shall be the sum of 12 months of raw water flow recorded in millions of gallons per day

$(12 \text{ Month Chemical Cost}^{**} + 12 \text{ Month Electricity Cost}^{***}) \times 1.15 = \text{Variable Cost for Water Treatment}$

** - 12 Month Chemical Cost shall be determined by the sum of the quantity of each chemical used multiplied by the cost per unit as purchased on a monthly basis using the most recent invoice as a cost basis. Twelve monthly summaries will then be added together to determine the 12 Month Chemical Cost.

*** - 12 Month Electricity Cost shall be determined by the sum of 12 months of electricity billings coinciding with the same 12 months as used in the determination of the 12 Month Chemical Costs and shall include the electricity billings for the following metered locations:

River Pumps

Raw Baker

Blending Valves

Water Treatment Plant

4th & Fir Left

4th & Fir Right

Southwest 13th Street

The Variable Cost Adjustment for water treatment shall be determined as follows:

$\text{Variable Cost for Water Treatment (\$)} / 12 \text{ Month Baseline Flow} = \XX/MG
Variable Cost Adjustment

The Variable Cost Adjustment for water treatment to be determined as depicted above, will be utilized to provide adjustments to the Annual Fee in the event actual annually metered flows are greater than (as an addition to the Annual Fee) or less than (as a credit to the Annual Fee) 10% of the 12 Month Baseline Flow. If actual metered raw water for any year is within a 90% to 100% range of the 12 Month Baseline Flow, no adjustment will be made. The first adjustment reconciliation will be determined 12 months following the completion of the first 12 Month Baseline Flow determination and will be determined annually thereafter.

Example Variable Cost Adjustment Determination:

For this example an annual average flow of 2.505 MGD would trigger an adjustment as follows:

$$2.505 - (2.05 \times 1.1) = 0.25 \text{ MGD differential}$$

The Annual Fee impact for this differential in flow would then be calculated as follows:

$0.25 \text{ MGD} * \$XX/\text{MG Variable Cost Adjustment} = \$XX \text{ Adjustment to the Annual Fee}$

Adjustments to the Annual Fee will be applied to the prior 12 month period and credited or debited on an Annual Reconciliation Invoice.

2.1.1. VEOLIA WATER pays Costs of O&M at the Project.

VEOLIA WATER will pay all Costs incurred in normal Project operations including Repair and Maintenance.

2.1.2. Records Inspection.

VEOLIA WATER shall maintain monitoring and operating records and make these records available for review when the system is inspected as required by Oregon Administrative Rule ("OAR") 333-061-0025(6).

2.1.3. Notice of Pressure Loss.

OWNER is responsible for maintaining water pressure pursuant to OAR 333-061-0025(7). However, VEOLIA WATER shall make best efforts to maintain a pressure of at least 20 pounds per square inch (psi) at all service connections at all times as required by and within the Project capacity and capabilities. If reduced pressure is detected by VEOLIA WATER, OWNER shall be notified immediately.

2.2. Project Personnel Service.

2.2.1. Personnel Qualifications.

VEOLIA WATER shall provide certified and qualified personnel, including management, administrative, operational, technical, laboratory and clerical staff who meet applicable State of Oregon requirements and certifications regarding water treatment O&M. VEOLIA WATER shall provide a sufficient number of personnel to operate and maintain the Project pursuant to this Agreement.

2.2.2. Affirmative Action.

VEOLIA WATER will comply with affirmative action provisions for minority hiring as required by applicable law.

2.2.3. Ongoing Training and Education.

