

EAST BAY DISCHARGERS AUTHORITY

2651 Grant Avenue San Lorenzo, CA 94580-1841 (510) 278-5910 FAX (510) 278-6547

A Joint Powers Public Agency

ITEM NO. 14

OPERATIONS & MAINTENANCE COMMITTEE AGENDA

Monday, May 12, 2025

4:00 PM

East Bay Dischargers Authority 2651 Grant Avenue, San Lorenzo, CA

Committee Members: Young (Chair); Azevedo

OM1. Call to Order

OM2. Roll Call

OM3. Public Forum

OM4. EBDA Permit Compliance

(The Committee will be updated on EBDA's NPDES compliance.)

OM5. Status Report

(The Committee will be updated on EBDA's O&M activities.)

OM6. Draft Renewal and Replacement Fund Project List for Fiscal Year 2025/2026

(The Committee will review the proposed RRF project list for FY 2025/2026.)

OM7. Oro Loma Sanitary District Lease Renewal

(The Committee will receive an update on the Authority's land lease with OLSD.)

OM8. Adjournment

Any member of the public may address the Commission at the commencement of the meeting on any matter within the jurisdiction of the Commission. This should not relate to any item on the agenda. It is the policy of the Authority that each person addressing the Commission limit their presentation to three minutes. Non-English speakers using a translator will have a time limit of six minutes. Any member of the public desiring to provide comments to the Commission on an agenda item should do so at the time the item is considered. It is the policy of the Authority that oral comments be limited to three minutes per individual or ten minutes for an organization. Speaker's cards will be available in the Boardroom and are to be completed prior to speaking.

In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in an Authority meeting, or you need a copy of the agenda, or the agenda packet, in an appropriate alternative format, contact Juanita Villasenor at juanita@ebda.org or (510) 278-5910. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the Authority staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

In compliance with SB 343, related writings of open session items are available for public inspection at East Bay Dischargers Authority, 2651 Grant Avenue, San Lorenzo, CA 94580. For your convenience, agenda items are posted on the East Bay Dischargers Authority website located at http://www.ebda.org.

Next Scheduled Operations and Maintenance Committee is Monday, June 16, 2025

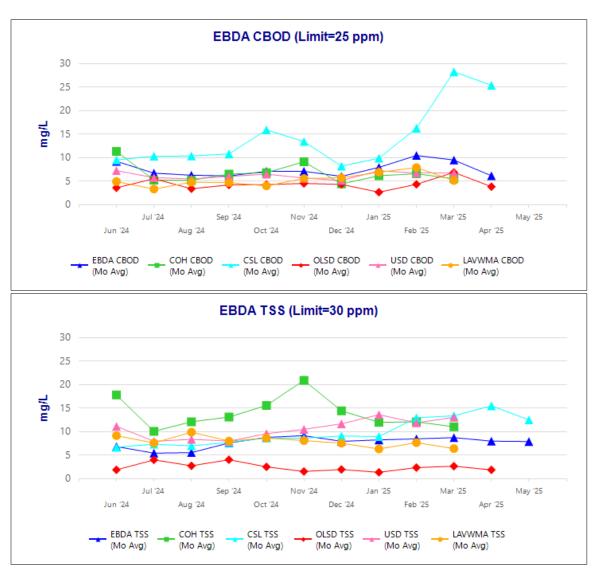
ITEM NO. OM4 EBDA PERMIT COMPLIANCE

Recommendation

For the Committee's information only; no action is required.

Discussion

EBDA continued NPDES compliance in March, and preliminary April data indicates compliance as well. While San Leandro's Water Pollution Control Plant met CBOD limits for April, CBOD results are still above normal. San Leandro staff are still investigating the cause of the plant upset. A leading possibility is the presence of a group of disinfectants known as quaternary ammonia compounds (QACs). Test results show elevated levels of these compounds, which have led to upsets in other plants. San Leandro is designing a chemical treatment regimen while investigating the source. Member Agency CBOD and TSS performance are shown below. A table with bacterial indicators follows.



EBDA Bacterial Indicators

	FECAL	ENTERO
Date	MPN/ 100mL	MPN/ 100mL
Limit (90th Percentile)	1100	1100
Limit (Geomean)	500	280
May 2024 Geomean	12	4
June 2024 Geomean	60	9
July 2024 Geomean	59	5
August 2024 Geomean	153	21
September 2024 Geomean	109	13
October 2024 Geomean	33	4
November 2024 Geomean	24	2
December 2024 Geomean	22	5
January 2025 Geomean	25	5
February 2025 Geomean	44	10
3/3/2025	17	13
3/4/2025	17	15
3/5/2025	NA	2
3/10/2025	13	2
3/11/2025	31	10
3/17/2025	17	20
3/18/2025	23	47
3/24/2025	49	29
3/25/2025	11	57
3/31/2025	17	15
March 2025 Geomean	20	13
4/1/2025	79	24
4/2/2025	NA	15
4/7/2025	350	< 10
4/8/2025	22	47
4/14/2025	23	34
4/15/2025	17	125
4/21/2025	13	333
4/22/2025	11	87
4/28/2025	33	104
4/29/2025	33	370
April 2025 Geomean	32	62

ITEM NO. OM5 STATUS REPORT

Union Effluent Pump Station (UEPS)

No change; all equipment is operational.

Hayward Effluent Pump Station (HEPS)

Effluent Pump Replacement Project

The two new HEPS pumps have been operating for almost four months without any major issues. On May 1, Pump Repair Service removed the third old pump, and the next day, DW Nicholson started work on the new concrete pump pad. All four new pumps should be fully operational before the start of wet weather this fall.

Oro Loma Effluent Pump Station (OLEPS)

Automatic Transfer Switch Upgrade

Todd Beecher, EBDA's contract electrical engineer, has updated the OLEPS electrical system single line diagrams and completed a design memorandum for two new automatic transfer switches (ATSs) at OLEPS. Mr. Beecher presented his recommendations to the MAC at its April meeting. The two new ATSs will improve the reliability of the pump station in the event of a power outage. If PG&E power fails, the OLEPS emergency generator is the primary backup power source. Currently, if the emergency generator fails to start, operators can manually switch to the secondary source of backup power from OLSD. The installation of two new ATSs will allow the switch from primary to secondary backup to occur automatically. This ATS work is being completed as part of Phase 2 of the OLEPS Electrical Upgrades. Replacement of the breakers and refurbishment of the Main Switchboard was completed in Phase 1 of the OLEPS Electrical Upgrades.

Mr. Beecher has also recommended that EBDA purchase a portable generator that can be used as an additional source of backup power, given that the OLEPS emergency generator is beyond its useful life. The portable generator can also be used at MDF and HEPS. Cost for the portable generator has been included in the proposed Renewal and Replacement Fund List for FY 2025/2026 (see Item No. OM6).

Overhead Crane Inspection & Grounding Upgrade

Earlier this year, Crane Tech Inc. (CTI) conducted the annual OLEPS overhead crane inspection. The overhead crane or bridge crane, as it is commonly referred to, spans the pump station's main floor ceiling. The crane has a 15-ton capacity and is used for repair and maintenance of the pumps and associated equipment. Although the crane is approximately 45 years old, it operates without any issues. CTI notified EBDA that the overhead crane needed to have additional grounding installed to stay code compliant. On April 18, CTI installed the code-required ground conductor buss bar along the crane's bridge and runway. On May 5, Calcon, EBDA's electrical and instrumentation contractor, completed the installation of a ground wire from the overhead crane's local electrical

disconnect panel to OLEPS main electrical panel. The overhead crane is now fully code compliant.

Skywest Pump Station

Recycled Water Production

During the month of April 2025, the Skywest Recycled Water System operated for three days and produced 1.59 million gallons of recycled water.

Marina Dechlorination Facility (MDF)

No change; all equipment is operational.

Force Main

Force Main Vault High Water Level Alarms

On April 29, Calcon completed the installation of high-water level alarms in three of EBDA's force main vaults – the OLEPS North and South vaults and the HEPS vault. Each vault has two floats installed. If water starts to fill the vaults, the floats will send an alarm to EBDA's SCADA system, and EBDA staff will be notified via text that the vaults could be flooding.

Operations Center

No change; all equipment is operational.

Miscellaneous Items

Underground Service Alerts

EBDA received eight (8) Underground Service Alert (USA) tickets during the month of April 2025. All eight tickets were renewals and six of the eight tickets were for contractors working at USD.

Special Projects

Cargill Brine Project

As discussed last month, Cargill has requested that EBDA consider a Project Approval Agreement between the parties that would allow Cargill to begin construction on elements of the project that do not directly affect EBDA, such as reconfiguration of intakes and pond structures at Cargill's Newark salt facility. The Agreement would be accompanied by findings and a resolution to approve the EIR, including an EIR Addendum that enhances mitigation measures for species for which the endangered species listing status changed following EIR certification. Once negotiated, the Project Approval Agreement would be superseded by the final Operating Agreement. Staff is still negotiating insurance and indemnity provisions of the Project Approval Agreement with Cargill and expects to bring

the Agreement and CEQA documentation to the Commission for consideration next month.

Advanced Quantitative Precipitation Information (AQPI) Project

The regional AQPI project continues to move forward with the goal of improving the prediction of rainfall events in the Bay Area. Following a series of delays, the East Bay radar was installed at Rocky Ridge in Las Trampas Regional Wilderness Park in December 2022, and data from the site became available in December 2023. The AQPI Program Management team developed an updated website and data management tools for the 2024-2025 wet season. Agencies are currently developing additional tools to make the data more accessible for use in decision-making. A 2-day workshop with agencies and program managers is scheduled for June 2025.

Sonoma Water, which has acted as program manager and grant administrator for the project since its inception, is in the process of reaching out to participating agencies regarding future funding needs. This includes funding for installation of a C-band radar to complete the regional radar network, as well as long-term funding to the Center for Western Weather and Water Extremes (CW3E) at Scripps Institution of Oceanography, UC San Diego, for AQPI system operation, maintenance, and improvements. This local funding would begin in Fiscal Year 2026-2027, and would supplement state and federal funding that the team is also seeking. More information will be provided to the Commission as the specific request becomes clear.

ITEM NO. OM6 DRAFT RENEWAL AND REPLACEMENT FUND PROJECT LIST FOR FISCAL YEAR 2025/2026

Recommendation

Review proposed Renewal and Replacement Fund (RRF) Project List and provide direction to staff.

Background

Each year, the Commission is asked to approve a list of capital projects to be undertaken in the upcoming fiscal year using funds from the Authority's Renewal and Replacement Fund. The project list is developed using the Authority's Asset Management Plan (AMP), with input from the Managers Advisory Committee (MAC).

Discussion

The Authority's draft RRF Project List for FY 2025/2026 is presented on the following page for the Committee's review and comment, with project explanations on the subsequent pages. Staff plans to bring the final FY 2025/2026 project list to the Commission for consideration in June 2025. Staff is recommending that the agencies' total contribution to the RRF for FY 2025/2026 is \$750,000, consistent with the AMP 20-year projection of funding needs.

RRF Projects for FY 2025/2026

<u>Facility</u>	Renewal Replacement Fund Items	Projected Completion Date	Ē	Estimated Costs
UEPS	Payment #6 of 10 Per JPA	July 2025	\$	420,000
OLEPS/All	Portable Generator	June 2026	\$	150,000
HEPS	Pump Replacement Project (additional funds for completion)	December 2025	\$	120,000
MDF	Sewage Pump Replacement Project	December 2025	\$	100,000
MDF	Flow Meter Upgrade	June 2026	\$	70,000
All	SCADA Radio Network Security & Upgrade	June 2026	\$	50,000
All	SCADA Firewall & Internet Security	December 2025	\$	20,000
OLEPS	Water System Upgrade	June 2026	\$	30,000
		FY 2025/2026 Sub-Total	\$	960,000
		Small Projects Fund	\$	100,000
		FY 2025/2026 Total	\$	1,060,000

UEPS - Payment #6 of 10 per JPA - \$420,000

The Amended and Restated Joint Powers Agreement (JPA) states that "in fiscal years from 2020/21 through 2029/30, the Authority will pay Union a total of Four Million, Two-Hundred Thousand dollars (\$4,200,000), divided in ten equal and annual installments, as a credit toward their annual budget contribution for Operation and Maintenance Costs, for all Capital Costs associated with the Union Effluent Pump Station during the Term of the Agreement."

OLEPS/AII – Portable Generator – \$150,000

EBDA's contract electrical engineer recommended that EBDA purchase a portable generator that can be used as an additional source of backup power at OLEPS, given that the OLEPS emergency generator is beyond its useful life. The portable generator can also be used at MDF and HEPS. At the recommendation of the MAC, EBDA will explore the possibility of purchasing a gently used portable generator.

HEPS – Effluent Pump Replacement Completion – \$120,000

This item provides additional funds to complete replacement of the four pumps at HEPS. \$730,000 had previously been allocated. Unanticipated findings from the structural engineer required that the old pump pads be demolished and replaced with new pump pads. This additional scope ate into the savings previously identified through value engineering.

MDF - Sewage Pump Replacement Project - \$100,000

Replacement of the two sewage pumps, valves, check valves, and piping in the MDF sewage sump pit.

MDF - Flow Meter Upgrade - \$70,000

At EBDA's request, LAVWMA completed an Air Entrainment Study of the LAVWMA export pipeline to address issues air entrainment is causing with one of the flow meters at MDF. The proposed funds will be used to explore some of the recommendations from that study, namely upgrading components or potentially replacing the flow meter.

All – SCADA Radio Network Security & Upgrade – \$50,000

Replace older SCADA communication radios with new technology, equipped with a higher level of security.

All – SCADA Firewall & Internet Security – \$20,000

Woodard & Curran, EBDA's contract cybersecurity consultant, recently completed a Security Vulnerability Re-assessment and recommended that EBDA upgrade its SCADA firewall to enhance internet security.

OLEPS – Water System Upgrade – \$30,000

Recently, using the FY 2024/2025 RRF Small Projects Fund, two of the valves and two check valves on the discharge side of the water pumps at OLEPS were replaced. This project will replace the remaining three valves and the 4-inch in-line manually self-cleaning water strainer.

Small Projects Fund (formerly Contingency Fund) - \$100,000

The purpose of the Small Projects Fund is to provide additional funding for unidentified projects and/or equipment that may need to be replaced or refurbished in FY 2025/2026. Much of the smaller ancillary equipment and components that the Authority owns are operated with the intent to 'run to failure.' This is a common practice at wastewater facilities with these types of assets, which include fans, valves, actuators, and small pumps and motors. While preventive maintenance is completed on a regular basis, forecasting an exact date of failure is not possible. The criteria for 'run to failure' are both that the equipment can be readily procured and that there is sufficient redundancy to meet system firm capacity. In some cases, staff will purchase critical items and have them on the shelf, reducing system equipment downtime.

ITEM NO. OM7 ORO LOMA SANITARY DISTRICT LEASE RENEWAL

Recommendation

For the Committee's information only; no action is required.

Strategic Plan Linkage

- 4. **Sustained Organization:** Sustain a functional, productive, resilient organization to ensure EBDA can strive to achieve its Mission and Vision.
- 6. **Internal Collaboration:** Expand cooperation among EBDA Member Agencies to improve economies of scale, reduce duplication of effort, and enhance each Agency's capacity.

Background

EBDA owns and operates an Operations Center, sometimes called an Administration Building, on land owned by Oro Loma Sanitary District (OLSD). On April 12, 1979, EBDA entered into a land lease agreement with OLSD to use the land on which the building sits. The lease agreement states, "Lessor (OLSD), by previous agreements with Lessee (EBDA), has allowed Lessee to build and occupy its own building on an undivided portion of Lessor's land pursuant to the terms of this Agreement." The agreement lays out an annual rent payment for the land, currently \$6450, as well as compensation for the use of OLSD's restrooms and Board room. It also includes insurance and indemnity provisions.

The agreement has been amended approximately every five years to extend the term and update the rental fees, most recently in 2020. The arrangement benefits both agencies.

Discussion

Staff obtained information on current rental prices for similar unimproved vacant properties in the area and determined that a rate of \$3.60 per square foot annually is a representative comparable market rate. EBDA's Operations Center is approximately 2700 square feet, yielding an annual rounded lease payment of \$9700. Staff is proposing this rental rate for the next five years.

Staff is further proposing to extend the lease for the duration of the EBDA Joint Powers Agreement, through June 30, 2040. The rent would increase by 5% annually after the first 5 years. Consistent with past practice, the calculated rent from the 5th year would be applied to the prior 5 years.

The draft lease is attached, showing changes from the previously adopted version. OLSD will be reviewing the proposed lease at its May 21 Construction Committee Meeting and considering it for approval at its May 27 Board Meeting. Pending feedback from OLSD and this Committee, the lease will be considered for approval at the EBDA Commission's June 20 meeting.

LAND LEASE AGREEMENT, DATED APRIL 12, 1979, BETWEEN THE ORO LOMA SANITARY DISTRICT AND THE EAST BAY DISCHARGERS AUTHORITY

Amended January July 1, 20205

PREMISES:

Lessor owns a 2.8 acre parcel of land situated at 2655 Grant Avenue, San Lorenzo, California. The parcel is referred to as parcel 7-8 in the Alameda County Assessors Book 41 1, Map 438. There are contiguous improved buildings upon the parcel, each separately owned and occupied by Lessor and Lessee. Lessor, by previous agreements with Lessee, has allowed Lessee to build and occupy its own building on an undivided portion of Lessor's land pursuant to the terms of this Agreement.

TERM:

The term of this lease commenced on the 1st day of July 1979, and terminates on the 1st day of July 20252040, unless otherwise extended by mutual consent. This Agreement, as amended on January July 1, 20250, supersedes all previous Agreements between the parties.

RENT:

- 1. The rent shall be payable during the term of this Lease annually in advance by the $10^{\rm th}$ day of July each year.
- 2. It is agreed that the rents shall be modified each fifth consecutive year so that this Lease shall reflect the reasonable rental value of the real property during the ensuing five-year period:

July 1979 – June 1984	\$1,200 per year
July 1984 – June 1989	unchanged
July 1989 – June 1995	unchanged
July 1995 – June 2000	\$3,000 per year
July 2000 – June 2005	\$3,600 per year
July 2005 – June 2010	\$4,140 per year
July 2010 – June 2015	\$4,670 per year
July 2015 – January 1, 2020	\$5,300 per year
January 1 – June 30, 2020	\$5,300 per year
July 1, 2020 – June 30, 2025	\$6,450 per year
July 1, 2025 – June 30, 2030	\$9,700 per year
July 1, 2030 – June 30, 2035	\$12,400 per year

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<u>July 1, 2035 – June 30, 2040 \$15,800 per year</u>

The parties agree that no later than ninety (90) days prior to the termination of each five year interval, the parties shall meet and negotiate a new rental fee. In the event that the parties cannot agree as to a new rental fee, it is agreed that the parties will jointly appoint an appraiser who shall appraise the real property subject to this Lease; and should the parties be unable to agree on a single appraiser, then each party shall appoint their own appraiser and the two appraisers shall appoint a third, and a majority vote of the three appraisers shall determine the appraised rental value of the property.

It is further agreed that the appraised rental value of the property shall be deemed the rental value of the property as unimproved property, bearing in mind that the improvements or said property, to wit, the building, have been paid for by the Lessee.

USE OF PREMISES:

It is hereby understood by the parties that the Lessee owns and occupies an operations center building more particularly described in the plan prepared by Kennedy Engineers, titled "Operations Center." It is further agreed that Lessor allows Lessee's employees, agents, and guests to use Lessor's toilet facilities, restrooms and Board meeting room for public meetings during the term of this Lease.

INSURANCE AND INDEMNIFICATION:

Lessee shall obtain and maintain in full force and effect insurance policies containing the following minimum coverage:

- a. Basic Comprehensive Liability
 - \$1,500,000/each occurrence, Bodily Injury
 - \$1,500,000/aggregate per annum, Bodily Injury
 - \$1,500,000/each occurrence, Property Damage
 - \$1,500,000/aggregate per annum, Property Damage

Additional to and independent of all other provisions of this Lease, the Lessor and Lessee agree to forever indemnify and save each other harmless of and from any and all claims, demands, obligations, liabilities, cause or causes of action by reason of condition, use of misuse of the common use areas.

An endorsement of said insurance herein above referred to shall be delivered to Lessor within ten (10) days after the date of the execution thereof, and renewed annually. Lessees' insurance policy shall contain a clause requiring a thirty (30) day notice to Lessor in the event of cancellation or interruption of insurance coverage.

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UTILITIES:

It is understood by the parties that the Lessee shall have separate utilities to the demised premises including, but not limited to, electrical, gas, and water. Lessee shall be responsible to pay for water, gas, heat, and electricity which may be furnished to or used in or about the demised premises during the term of the Lease.

COMMON AREA MAINTENANCE AND REPAIR:

Lessor shall be responsible to pay for water, gas, heat, electricity, and sewer service for the common use toilet facilities restrooms and Board meeting room during the term of this Lease.

Lessee shall pay to Lessor its prorated share of reasonable maintenance and repair costs for common areas. This includes landscaping and periodic rehabilitation costs, such as painting, roofing, carpeting, etc. In addition, both parties agree to the following annual charges which shall be modified each fifth consecutive year.

a. Janitorial service and maintenance supplies for use of Oro Loma toilet facilities restrooms and Board meeting room:

July 1996 – June 2000	\$100 per year
July 2000 – June 2005	\$200 per year
July 2005 – June 2010	\$1,200 per year
July 2010 – June 2015	\$1,600 per year
July 2015 – June 2020	\$1,800 per year
July 2020 – June 2025	\$2,200 per year
July 2025 – June 2030	\$2,600 per year
July 2030 – June 2035	\$3,000 per year
July 2035 – June 2040	\$3,400 per year

b. Regular collection of paper and fiber recyclable materials:

July 1996	June 2000	\$60 per year
July 2000	June 2005	\$100 per year
July 2005	June 2010	\$150 per year
July 2010	June 2015	\$200 per year
 Inly 2015	June 2020	\$230 per year
 July 2020	June 2025	\$230 per year

ASSIGNMENT AND SUB-LEASE:

Lessee shall not assign or transfer this Lease or any interest therein, nor sublet the whole or any part of the premises without first having obtained the written consent of Lessor. Lessor

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agrees not to unreasonably withhold its consent; and Lessee further covenants and agrees that neither this Lease, nor any interest therein, shall be assignable or transferable in any proceedings in execution against Lessee.

IMPROVEMENTS AND ALTERATIONS:

Lessor shall maintain in a safe, decent, and sanitary condition, the toilet facilities restrooms and Board meeting room, including necessary supplies, janitorial service, repairs, and remodeling. Lessor shall provide written notice to Lessee when toilet facilities restrooms or the Board meeting room are to be modified, repaired, or expanded. EBDA share of the cost for such improvements and alterations will be billed on the monthly Operation and Maintenance (O&M) invoice when the expenses are incurred as a separate line item. The proportion of the cost will be 10% unless renegotiated by both agencies' General Managers.

NOTICES:

Any demand or notice which either party shall be required, or may desire, to make upon or give to the other, shall be in writing and shall be delivered personally upon the other, or sent by prepaid certified mail addressed to the respective parties, as follows:

Lessor: Oro Loma Sanitary District

2655 Grant Avenue San Lorenzo, CA 94580

Lessee: East Bay Dischargers Authority

2651 Grant Avenue San Lorenzo, CA 94580

Notice by registered mail shall be deemed to be communicated twenty-four (24) hours from the time of mailing.

It is further agreed that the mailing of said notices may be changed from time to time upon written instructions to the opposite party.

ATTORNEY FEES:

If any action shall be brought by Lessor for the recovery of any rent due under the provisions of this Lease, or for the breach or enforcement of any of the conditions, covenants or agreements herein set forth on the part of Lessee to be kept and performed, or for the recovery of said premises and Lessor shall prevail in any such action, Lessee agrees to pay to Lessor on demand, a reasonable attorney's fee, and further agrees that said attorney's fee shall be and become a part of Lessor's judgment in any such action.

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MISCELLANEOUS:

Non-Waiver

No waiver by Lessor at any time of any of the terms, conditions, covenants, or agreements of this Lease shall be deemed or taken as a waiver at any time thereafter of any of the same, nor of the strict and prompt performance thereof by Lessee.

Compliance with Law

The premises shall not be used or permitted to be used in whole or in part during the said term of this Lease for any purpose or use in violation of any of the laws or ordinances applicable thereto; and Lessee agrees at all times during the term of this Lease to construct, repair, maintain and do all things necessary to maintain the premises in a clean and sanitary manner and in compliance with any and all Federal, State, or Municipal regulations or ordinances now or hereafter enacted concerning the conduct of Lessee's business in the premises.

Parties Defined

The words "Lessor" and "Lessee" as used herein shall include the plural as well as the singular. Words used in masculine gender include the feminine and neuter. If there be more than one Lessor or Lessee, the obligations hereunder imposed upon Lessor or Lessee shall be joint and several. The marginal headings or titles to the paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part thereof.

This Lease is and shall be binding upon the successors and assigns of the respective parties hereto.

TIME OF ESSENCE:

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Time is hereby expressly declared to be of the essence of this Lease and of all the covenants, agreements, conditions, and obligations herein contained.

LESSOR:	LESSEE:
ORO LOMA SANITARY DISTRICT A Public Agency	EAST BAY DISCHARGERS AUTHORITY A Joint Powers Public Agency
General Manager	General Manager
Date:	Date:

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