

Goshen Community Services District

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Patrick Correa
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Stephen Palermo, President
Carmen Valdez, Vice-President

April 27, 2023

Mr. Nick Bartsch
Public Works Department
7579 Avenue 288
Visalia, CA 93292

Subject: Amendment for Additional Wastewater Capacity

Dear Mr Bartsch,

Enclosed are two copies of Amendment No. 6 to the agreement between the City and the District to set forth the purchase of the additional capacity. Both copies have been executed by the District. After the Amendment is executed by the City please return one copy to the District.

Thank you for your cooperation and assistance in completing this purchase.

Sincerely,



Stephen Palermo
President

Goshen Community Services District

cc: G. Thompason
D. Yanez

AMENDMENT NO. 6
To
WASTEWATER SERVICE AGREEMENT
Between the
CITY OF VISALIA
And
GOSHEN COMMUNITY SERVICES DISTRICT

THIS AMENDMENT NO. 6 to the AGREEMENT, approved and adopted by the Goshen Community Services District in Agreement No. 95-2, is made and entered into as of this 27th, day of April 2023, by and between the GOSHEN COMMUNITY SERVICES DISTRICT (hereinafter, "District"), a community services district formed under Government Code Section 61000, and the CITY OF VISALIA, (hereinafter, "City"), a Charter City created and existing under laws of the State of California.

RECITALS

- A. WHEREAS, THE District and the City entered into an AGREEMENT on June 5, 1995, wherein the District would purchase capacity at the City owned wastewater treatment and disposal facility (hereinafter, "City Plant"), for conveyance and treatment of an annual daily average of approximately 300,000 gallons of wastewater per 24 hour day; and
- B. WHEREAS, the District and the City entered into Amendment No. 1 ("AMENDMENT"), to the AGREEMENT on April 23, 1996, wherein the District's discharge was reduced to 253,000 gallons per day; and
- C. WHEREAS, the District and the City entered into Amendment No. 2 ("AMENDMENT 2"), ON June 30, 2003, wherein the District's discharge was increased to approximately 286,000 gallons per day; and
- D. WHEREAS, the District and the City entered into Amendment No. 3 ("AMENDMENT 3"), ON February 24, 2005, wherein the District's discharge was increased to approximately 335,000 gallons per day; and
- E. WHEREAS, the District and the City entered into Amendment No. 4 ("AMENDMENT 4"), ON June 22, 2006, wherein the District's average daily was increased to 360,000 gallons per day and said average daily discharge included 950 pounds per day of suspended solids and the maximum day discharge for suspended solids was 1,425 pounds per day and also included 1,180 pounds per day of Biochemical Oxygen Demand on average and 1,770 pounds per day of Biochemical Oxygen Demand maximum; and
- F. WHEREAS, the District and the City entered into Amendment No. 5 ("AMENDMENT 5"), ON April 26, 2007, wherein the District's average daily discharge included 800 pounds per day of suspended solids and the maximum day discharge for suspended solids was 1,200 pounds per day; and
- G. WHEREAS, Section 4.4 of the AGREEMENT provides that the District shall have the right to increase its permitted annual Average Daily Discharge if the City then has additional wastewater discharge capacity in the City Plant; and

H. WHEREAS, in accordance with Section 4.4 of the AGREEMENT, the District wishes to exercise its right to purchase additional wastewater capacity from the City, and the City has the capacity to and is able to accept the additional wastewater discharge.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by all parties hereto, it is agreed as follows:

The AGREEMENT of June 5, 1995, AMENDMENT No. 1 of April 23, 1996, AMENDMENT No. 2 of April 23, 2003, AMENDMENT No. 3 of February 24, 2005, AMENDMENT No. 4, June 22, 2006 and AMENDMENT No. 5 of April 26, 2007, by and between the District and the City, is referenced herein in this AMENDMENT No. 6 as if set out in full and all provisions within same shall remain unchanged except for the sections referenced as follows with changes underlined and in bold type.

REVISIONS TO ARTICLE II, PARAMETERS OF DISCHARGE

2.1 Loading Limits

The District agrees to limit discharge to the City system as follows:

a) Average Daily Discharge: On an annual basis, the District's daily discharge shall not exceed the following limits:

	<u>Average Daily Parameters</u> (Annual Average)
Wastewater Flow ("Flow")	<u>563,000 gallons per day</u>
Biochemical Oxygen Demand ("BOD")	<u>1,750 pounds per day</u>
Suspended Solids ("SS")	<u>1,460 pounds per day</u>

b) Maximum Day Discharge: District's maximum day discharge Shall not exceed any of the following limits:

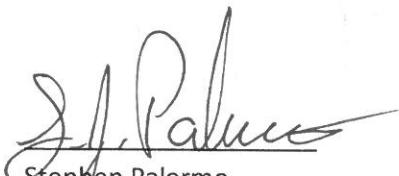
	<u>Maximum Daily Parameters</u>
Wastewater Flow ("Flow")	<u>850,000 gallons per day</u>
Biochemical Oxygen Demand ("BOD")	<u>2,600 pounds per day</u>
Suspended Solids ("SS")	<u>2,200 pounds per day</u>

REVISIONS TO ARTICLE IV, CHARGES

4.1 Conveyance System Charge: No additional fees due.

4.3 Treatment Connection Charge: District shall pay City a onetime Treatment Connection charge of \$ _____, the ("Treatment Connection Charge"), subject to City's compliance with Section 2.3(a), (b), Representations of Capacity, and Section 4.9, Use of District Facilities by City.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT No. 6 to the Wastewater Service Agreement, recorded by the District as Agreement No. 95-2, as of the day and year first above written.



Stephen Palermo
Chairman



Manuel Fleming
Clerk of the Board of Directors

Approved as to form:

David Yanez
District Counsel

City of Visalia, a Municipal Corporation

City Manager

Deputy City Manager

Approved as to form:

City Attorney