

A G E N D A
SPECIAL MEETING
SAN RAFAEL SANITATION DISTRICT
BOARD OF DIRECTORS
MONDAY – APRIL 29, 2019 - 2:00 P.M.
SAN RAFAEL CITY HALL
1400 FIFTH AVENUE – CONFERENCE ROOM 201
SAN RAFAEL, CALIFORNIA 94901

Members of the public may speak on Agenda items.

1. OPEN PERIOD

Opportunity for the public to address the Board on items not on the agenda.
(Presentations are generally limited to 2 minutes.)

2. MINUTES OF THE MEETING

Request approval as submitted – March 13, 2019.

3. PAYMENTS

Request approval as submitted.

4. OLD BUSINESS

a. Consider approval of the Amended CMSA Joint Exercise of Powers Agreement.

5. NEW BUSINESS

a. Adopt resolution authorizing the District Manager/District Engineer to sign an Amendment to Agreement with Nute Engineering for additional design and construction related services for the San Pedro Pump Station Improvements Project.

b. Consider a sewer lateral ordinance.

c. Consider canceling the May 8th meeting and rescheduling.

6. INFORMATIONAL ITEMS

7. DIRECTOR REPORTS/REQUESTS FOR FUTURE AGENDA ITEMS

8. ADJOURNMENT

The next scheduled meeting is TBD.

SAN RAFAEL SANITATION DISTRICT
Minutes of the Meeting
March 13, 2019

Regular Meeting

City of San Rafael
CDD Small Conf. Rm.
1400 Fifth Avenue
San Rafael, CA 94901

The meeting was called to order at 9:05 A.M. by Chair Phillips.

Attendance Board: Gary O. Phillips, Chair
Maribeth Bushey, Secretary/Director
Katie Rice, Director

Attendance Staff: Doris Toy, District Manager/District Engineer
Karen Chew, Senior Civil Engineer
Cynthia Hernandez, District Secretary

Attendance Others: Michael C. Panion, Owner of 88 Bret Harte Road
Ashley H. Panion, Owner of 88 Bret Harte Road
Jack F. Govi, Assistant County Counsel
Dean DiGiovanni, CMSA Commissioner for SRSD

1. OPEN PERIOD – Mr. & Mrs. Panion did not address the Board until after Agenda Item 2.

2. MINUTES OF FEBRUARY 22, 2019.

MOTION by Director Rice, seconded by Chair Phillips, to approve the minutes of the February 22, 2019, meeting as presented.

AYES: Director Rice, Chair Phillips

NOES: None

ABSENT: Director Bushey

Motion Carried

Director Bushey arrived at 9:06 A.M.

The Board returned to Open Period in order to hear from Mr. & Mrs. Panion.

1. OPEN PERIOD – Michael Panion and Ashley Panion, owners of 88 Bret Harte Road, introduced themselves and reported that they had been residents of San Rafael for approximately 18 months. They also reported that they wanted to get an update on the retaining wall issue on Bret Harte Road. They then reported that their neighbors at 92 Bret Harte Road had a construction project to repair their retaining wall. District Manager Toy then reported that the District has a sewer easement on Bret Harte Road. She also reported that the work at 92 Bret Harte Road was now complete, but the District intends to replace more of the retaining wall in the near future. Mrs. Panion then reported that in December

2018, they had become aware of the repair to the retaining wall at 92 Bret Harte Road after seeing machinery going along the roadway. She reported that they thought the project had been completed earlier this year, until they noticed a drape on the roadway approximately 3 weeks ago, which they saw as an indication of a slide. She also reported that they had not received any letters or notification regarding this matter. Manager Toy then reported that the drape was being used as an erosion control measure to keep the sediment from going further down the hillside. Mrs. Panion then asked if there was an upcoming project to repair the roadway and retaining wall; and Manager Toy reported that nothing had been scheduled yet, but the District would be assessing the situation in order to determine the next phase of work. She then provided Mr. and Mrs. Panion with her contact information and agreed to notify the residents of any future work in that area. The Board then thanked the Panions for coming to the meeting.

3. PAYMENTS

MOTION by Director Bushey, seconded by Director Rice, to approve the payments for February 2019 in the amount of \$501,067.35 for maintenance and operation of the District and for capital improvements.

AYES: Director Bushey, Director Rice, Chair Phillips

NOES: None

ABSENT: None

Motion Carried

4. OLD BUSINESS

None.

5. NEW BUSINESS

a. Report on bid opening for the 2018 Sewer Pipe Repair and Replacement Project, Phase I, and adopt resolution to award contract.

District Manager Toy reported that the 2018 Sewer Pipe Repair and Replacement Project will consist of replacing over 3,000 feet of pipe at various locations. She reported that this will be done by either the pipe bursting method or the open trench method. She also reported that this project was developed in order to repair some of the District's sewer pipes prior to the start of the City's paving project. Manager Toy then reported that the bid opening for this project was held on March 7, 2019, and that there were four bidders. She also reported that D'Arcy & Harty Construction, Inc., had the low bid of \$1,148,833, which is approximately \$200,000 less than the Engineer's Estimate of \$1,355,000. She reported that D'Arcy & Harty had previously completed two successful projects for the District and that there had been no change orders on those projects. She also reported that their foreman and Senior Civil Engineer Chew had worked well together on those projects. Next, Manager Toy reported that as part of the bid, the District had added two alternatives for pipe bursting at the request of the contractors. She reported that the first option (Additive Alternate A) involved the installation of 335 feet of pipe at an easement off of Broadview Drive by using the pipe bursting method, but staff determined that the pipe was too shallow to use this method. She then reported that the second option (Additive Alternate B) involved the installation of 100 feet of pipe at an easement off of Altena Street by using the pipe bursting method and that this pipe did have sufficient cover to use this method. She also reported that by using the pipe bursting method for

this portion of the work (Additive Alternate B), the District would save \$4,200. Manager Toy then recommended awarding the contract to D'Arcy & Harty Construction, Inc., for the amount of \$1,144,633.

MOTION by Director Rice, seconded by Director Bushey, to adopt the resolution awarding contract to D'Arcy & Harty Construction, Inc., for the 2018 Sewer Pipe Repair and Replacement Project, Phase I, for the amount of \$1,144,633.

AYES: Director Bushey, Director Rice, Chair Phillips

NOES: None

ABSENT: None

Motion Carried

6. CLOSED SESSION

a. Conference with Legal Counsel

California Government Code Section 54956.9(d)(2)

Number of Potential Cases: One (1)

Closed Session – Opened at 9:17 A.M.

Closed Session – Ended at 9:33 A.M.

Chair Phillips reported that there was no reportable action.

7. INFORMATIONAL ITEMS.

None.

8. DIRECTOR REPORTS/REQUESTS FOR FUTURE AGENDA ITEMS.

The Board requested an update on the Closed Session matter and a quarterly update on the CIP projects.

9. ADJOURNMENT

There being no further business to come before the Board, the meeting of March 13, 2019, was adjourned at 9:35 A.M. The next meeting of the San Rafael Sanitation District scheduled for Wednesday, April 10, 2019, was later canceled; and a special meeting was scheduled for Monday, April 29, 2019, at 2:00 P.M. at San Rafael City Hall.

Respectfully submitted,

Katie Rice, Acting Recording Secretary

ATTEST THIS 29th DAY OF APRIL 2019

Gary Phillips, Chair

3.

**SAN RAFAEL SANITATION DISTRICT
PAYMENT SUMMARY
March 1, 2019 - March 31, 2019**

Vendor/Payee	Memo	Class	Acct #	Account Name	Amount
3T EQUIPMENT COMPANY	Equipment Acquisition - CCTV camera	100	4830	Vehicle equipment & acquisition	58,891.83
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 1/30/19	200	2021	Uniforms	150.00
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 2/06/19	200	2021	Uniforms	178.49
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 2/13/19	200	2021	Uniforms	167.10
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 2/20/19	200	2021	Uniforms	165.19
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 2/27/19	200	2021	Uniforms	165.19
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 3/06/19	200	2021	Uniforms	178.49
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 3/13/19	200	2021	Uniforms	240.18
AT&T -4667	Telephone Service - pump station dialers to CMSA from 1/20/19-2/19/19	100	2534	Telephone service	330.42
AT&T -8362	Telephone Service - land lines for pump stations and dialers from 1/02/19-2/01/19	100	2534	Telephone service	330.33
AT&T -8362	Telephone Service - land lines for pump stations and dialers from 2/02/19-3/01/19	100	2534	Telephone service	658.47
AT&T MOBILITY	Telephone Service - cell phone service from 1/04/19-2/03/19	100	2534	Telephone service	667.76
AT&T MOBILITY	Telephone Service - cell phone service from 2/04/19-3/03/19	100	2083	Parts and repairs vehicles	413.34
BRANDON TIRE	Vehicles - new tire for vactor truck, vehicle #8192	200	2083	Parts and repairs vehicles	1,042.70
BRANDON TIRE	Vehicles - new tire for vactor truck, vehicle #8192	200	2083	Parts and repairs vehicles	252.77
CAL-STEAM CO INC	San Pedro Pump Station Improvements Project - pipe fitting for San Pedro Pump Station	300	4147	San Pedro Pump Station (10)	6,334.02
CITY OF SAN RAFAEL	Vehicles - fuel from 10/31/18-12/31/18	200	2083	Parts and repairs vehicles	979.44
CITY OF SAN RAFAEL	Vehicles - maintenance and repairs to vehicles # 8192, 8154 and 8199	200	2282	Director's fees	100.00
COUNTY OF MARIN	Director Fees - Katie Rice on 2/22/19	100	2282	Director's fees	100.00
COUNTY OF MARIN	Director Fees - Katie Rice on 3/13/19	300	4321	Emergency Projects	392,015.49
CRATUS INC.	Emergency Projects - Second Street Emergency Repair Project, Progress Payment #1	100	2388	Training and education	188.00
CWEA-TCP	Memberships and Dues - membership renewal, Hector Rodriguez	200	2360	O&M - collection systems	6,057.00
ENGINEERED SOIL REPAIRS, INC.	Collection System - manhole repair at 92 Bret Harte Road	100	4830	Vehicle equipment & acquisition	1,269.00
EVOQUA WATER TECHNOLOGIES, LLC	Equipment Acquisition - completion of carbon installation at West Railroad PS	200	2106	Odor control chemicals	4,332.75
EVOQUA WATER TECHNOLOGIES, LLC	Odor Control - service and inspection of chemical tanks at pump stations	200	2359	Maint- pump sta's & force mains	10.19
FASTENAL	Pump Stations - sealant for light pole at Marina Pump Station	200	2365	Safety equipment and supplies	414.01
FASTENAL	Pump Stations - spill kits	200	2365	Safety equipment and supplies	136.52
FISHMAN SUPPLY COMPANY, INC.	Safety - gloves	200	2359	Maint- pump sta's & force mains	2,016.63
FRANK OLSEN CO	Pump Stations - check valve for Beach Drive Fiberglass Pump Station	300	4331	Caltrans SR Harbor Bridge (80)	461,020.70
GHILOTTI BROS.	Caltrans San Rafael Harbor Bridge - sewer relocation project 2018, Progress Payment No. 3	300	4147	San Pedro Pump Station (10)	57.94
GRAINGER	San Pedro Pump Station Improvements Project - fire extinguisher cabinet for San Pedro Pump Station	200	2360	O&M - collection systems	29.87
HERNANDEZ, CYNTHIA	Collection System - petty cash reimbursement for bark for relandscapeing at 53 Moncada Way due to sewer spill	200	2359	Maint- pump sta's & force mains	9.25
JACKSON'S HARDWARE	Pump Stations - repair parts for portable pump	200	2359	Maint- pump sta's & force mains	19.59
JACKSON'S HARDWARE	Pump Stations - tool box for fuses and light bulbs	200	2360	O&M - collection systems	9,380.00
LINSCOTT ENGINEERING	Collection System - spot repair at 31 Watt Avenue	100	2717	Accounting services	3,600.00
MAHER ACCOUNTANCY	Accounting Services - February	100	2282	Director's fees	100.00
MAHER ACCOUNTANCY	Accounting Services - March	100	2282	Director's fees	100.00
MARIBETH BUSHEY	Director's Fees - Maribeth Bushey on 2/22/19	100	2282	Director's fees	100.00
MARIBETH BUSHEY	Director's Fees - Maribeth Bushey on 3/13/19	200	2536	Water utility costs	50.04
MARIN MUNICIPAL WATER DIS	Water - 44 Lagoon Road from 12/15/18-2/14/19	200	2536	Water utility costs	1,100.49
MARIN MUNICIPAL WATER DIS	Water - 220 Tamal Vista Blvd. from 1/01/19-2/27/19 - water for vactor truck	200	2536	Water utility costs	

MARIN MUNICIPAL WATER DIS	Water - 1271 Anderson Drive from 12/11/18-2/08/19	200	2536	Water utility costs	46.57
MARIN MUNICIPAL WATER DIS	Water - 3106 Kerner Blvd. from 12/14/18-2/13/19	200	2536	Water utility costs	46.57
MARIN MUNICIPAL WATER DIS	Water - Andersen Drive from 12/11/18-2/08/19	200	2536	Water utility costs	46.57
MARIN MUNICIPAL WATER DIS	Water - Castro Ave. from 12/13/18-2/12/19	200	2536	Water utility costs	324.56
MARIN MUNICIPAL WATER DIS	Water - Catalina Blvd. from 12/13/18-2/12/19	200	2536	Water utility costs	81.78
MARIN MUNICIPAL WATER DIS	Water - E Francisco Blvd. from 12/13/18-2/12/19	200	2536	Water utility costs	46.57
MARIN MUNICIPAL WATER DIS	Water - E Francisco Blvd. from 12/14/18-2/13/19	200	2536	Water utility costs	222.80
MARIN MUNICIPAL WATER DIS	Water - Montecito Road from 12/14/18-2/13/19	200	2536	Water utility costs	62.29
MARIN MUNICIPAL WATER DIS	Water - North San Pedro Rd. from 12/15/18-2/14/19	200	2536	Water utility costs	46.57
MARIN MUNICIPAL WATER DIS	Water - Peacock Drive from 12/15/18-2/14/19	200	2536	Water utility costs	46.57
MARIN MUNICIPAL WATER DIS	Water - Pl. San Pedro Road from 12/14/18-2/13/19	200	2536	Water utility costs	46.57
MARIN MUNICIPAL WATER DIS	Water - Riviera Drive L728 Sewer Pump from 12/15/18-2/14/19	200	2536	Water utility costs	46.57
MARIN MUNICIPAL WATER DIS	Water - Simms Street from 12/11/18-2/08/19	200	2536	Water utility costs	46.57
MARIN MUNICIPAL WATER DIS	Water - Woodland Ave. from 12/11/18-2/08/19	200	2536	Water utility costs	76.00
MARIN RESOURCE RECOVERY INC	Pump Stations - dump fees for tree and shrub work at Loch Lomond Pump Station	200	2359	Maint- pump sta's & force mains	650.00
MARIN ROTO-ROOTER SEWER SERVICE, INC	Standby - service at 12 Chestnut Avenue	200	2363	Standby services	325.00
MARIN ROTO-ROOTER SEWER SERVICE, INC	Standby - service at 36 Loma Linda Road	200	2363	Standby services	325.00
MARIN ROTO-ROOTER SEWER SERVICE, INC	Standby - service at 718 B Street	200	2363	Standby services	325.00
MARIN ROTO-ROOTER SEWER SERVICE, INC	Standby - service at 1817 Fourth Street	200	2363	Standby services	41.11
McMASTER-CARR	Pump Stations - hatch repair parts for Baypoint Pump Station	200	2360	O&M - collection systems	8,946.00
MICHAEL PAUL COMPANY INC.	Collection System - spot repair at Williams Street and Mountain View Avenue	300	4147	San Pedro Pump Station (10)	543.30
MILLER PACIFIC ENGINEERING GROUP	San Pedro Pump Station Improvements Project - geotechnical services from 12/31/18 -1/06/19	300	4331	Caltrans SR Harbor Bridge (80)	5,175.00
NUTE ENGINEERING	Caltrans San Rafael Harbor Bridge - services from 1/01/19-1/31/19	300	4302	Rehab of Gravity Sewer (80Yr)	1,612.50
NUTE ENGINEERING	Rehab Gravity Sewer System - design for sewer lateral alignment at 1848 Fourth Street	300	4148	S. Francisco Pump Station (10)	22,352.50
NUTE ENGINEERING	South Francisco Pump Station Improvements Project - services from 11/01/18-1/31/19	300	4331	Caltrans SR Harbor Bridge (80)	677.44
PAC MACHINE CO	Caltrans San Rafael Harbor Bridge - rental of hoses and fittings for bypass pumping at the Harbor Bridge Project	300	4147	San Pedro Pump Station (10)	125.76
PAC MACHINE CO	San Pedro Pump Station Improvements Project - parts for standpipe	200	2359	Maint- pump sta's & force mains	19.03
PAC MACHINE CO	San Pedro Pump Station Improvements Project - parts for stand pipe at San Pedro PS	200	2535	Electric utility costs	23,475.17
PERIN - BATTERIES PLUS	Pump Stations - light bulbs for pump stations	100	2282	Director's fees	100.00
PG&E a/c 2480926202-5	Power - electric service for pump stations 1/09/19-2/07/19	100	2282	Director's fees	100.00
PHILLIPS, GARY	Director's Fees - Gary O. Phillips on 2/22/19	200	2359	Maint- pump sta's & force mains	578.43
PHILLIPS, GARY	Director's Fees - Gary O. Phillips on 3/13/19	200	2359	Maint- pump sta's & force mains	20.27
PLATT	Pump Stations - fuses for pump stations	300	4302	Rehab of Gravity Sewer (80Yr)	63,815.00
PLATT	Pump Stations - fuses for pump stations	200	2360	O&M - collection systems	763.00
REDWOOD ENGINEERING	Rehab Gravity Sewer System - engineering services for installation of sewer lateral at 1848 Fourth St.	100	2133	Office & shop supplies	90.46
SmartCover Systems, Inc.	Collection System - tech service and warranty renewal for MH-2286 at 22 Beach Drive for 4/01/19-3/31/20	100	2133	Office & shop supplies	30.28
STAPLES INC	Office Supplies - ink for maintenance office printer	100	2133	Office & shop supplies	47.71
STAPLES INC	Office Supplies - mechanical pencils and tape	100	2133	Office & shop supplies	393.62
STAPLES INC	Office Supplies - sheet protectors and hanging file folders	200	2359	Maint- pump sta's & force mains	5.96
TIFCO INDUSTRIES	Pump Stations - miscellaneous shop stock	300	4151	Force Main Condition Assess(10)	16.02
US BANK CORPORATE PAYMENT	Collection System - CCTV camera part	100	2389	Miscellaneous expenses	25.00
US BANK CORPORATE PAYMENT	Force Main Condition Assessment - shipping fee to return SmartBall to Pure Technologies	100	2133	Office & shop supplies	7.79
US BANK CORPORATE PAYMENT	Miscellaneous Expenses - Fastrak automatic renewal to the account				
US BANK CORPORATE PAYMENT	Office Supplies - cell phone holster case				

US BANK CORPORATE PAYMENT	Office Supplies - new date stamp	100	2133	Office & shop supplies	81.98
US BANK CORPORATE PAYMENT	Office Supplies - tide calendars for wall	100	2133	Office & shop supplies	56.85
US BANK CORPORATE PAYMENT	Pump Stations - circuit breaker parts for Anderson A Pump Station	200	2359	Maint- pump sta's & force mains	260.74
US BANK CORPORATE PAYMENT	Safety - shipping fee to return safety video to CSRMA	200	2365	Safety equipment and supplies	9.90
US BANK CORPORATE PAYMENT	Sewer Pipe Repair 2018, Phase 1 - publication of notice inviting bids	300	4332	Sewer Pipe Repair '18, Phs1(80)	940.65
US BANK CORPORATE PAYMENT	Subscriptions - Marin UJ renewal	100	2131	Memberships and subscriptions	172.00
US BANK CORPORATE PAYMENT	Training & Education - Pipeline Assessment Certification Program for two staff members	100	2388	Training and education	1,950.00
VALENTINE CORPORATION	San Pedro Pump Station Improvements Project - Progress Payment #11	300	4147	San Pedro Pump Station (10)	19,000.00
VERIZON WIRELESS	Telephone Service - wireless service for laptops 12/21/18-1/20/19	100	2534	Telephone service	266.07
VERIZON WIRELESS	Telephone Service - wireless service for laptops 1/21/19-2/20/19	100	2534	Telephone service	266.07
WATER COMPONENTS & BLDG SUPPLY	Collection System - parts for pipe repair in Cork Tree easement	200	2360	O&M - collection systems	202.99
WATER COMPONENTS & BLDG SUPPLY	Collection System - supply stock to carry on vehicle #8174	200	2360	O&M - collection systems	20.62
WATER COMPONENTS & BLDG SUPPLY	Emergency Projects for Pump Stations & Force Mains - parts for repair at Beach Drive Fiberglass PS	300	4200	Emergency Projects	394.01
WATER COMPONENTS & BLDG SUPPLY	Emergency Projects for Pump Stations & Force Mains - parts for repair at Beach Drive Fiberglass PS	300	4200	Emergency Projects	244.09
WATER COMPONENTS & BLDG SUPPLY	Pump Stations - nylon straps to use on vehicle #8154	200	2359	Maint- pump sta's & force mains	16.48
WATER COMPONENTS & BLDG SUPPLY	Pump Stations - parts for repair to header pipe at Beach Drive Fiberglass Pump Station	200	2359	Maint- pump sta's & force mains	172.85
WATER COMPONENTS & BLDG SUPPLY	Pump Stations - part for Simms Street Pump Station	200	2359	Maint- pump sta's & force mains	17.16
WATER COMPONENTS & BLDG SUPPLY	Pump Stations - parts for work at Beach Drive Fiberglass Pump Station	200	2359	Maint- pump sta's & force mains	126.17
WECO INDUSTRIES LLC	Collection System - continuous rod for power rodder	200	2360	O&M - collection systems	5,014.38
WECO INDUSTRIES LLC	Collection System - parts for power rodder and vactor truck	200	2360	O&M - collection systems	4,123.70
WORKSMART AUTOMATION, INC	San Pedro Pump Station Improvements Project - programming services - final progress billing	300	4147	San Pedro Pump Station (10)	3,360.00
					\$ 1,125,527.94

4.a.

SAN RAFAEL SANITATION DISTRICT
Agenda Item No. 4.a.

DATE: April 29, 2019
TO: Board of Directors, San Rafael Sanitation District
FROM: Doris Toy, District Manager/District Engineer *DT*
SUBJECT: **Discuss Larkspur's Withdrawal from the CMSA JPA and Consider Approval of the Amended CMSA Joint Exercise of Powers Agreement**

SUMMARY:

In December 2018, the City of Larkspur sent a letter to CMSA stating its desire to withdraw from membership in CMSA pursuant to Section 20 of the Joint Exercise of Powers Agreement due to the following:

- The Local Agency Formation Commission's 2017 Central Marin Wastewater Study (Municipal Service Review) suggesting Larkspur should withdraw from CMSA; and
- The passage of AB 1912 in September 2018. AB1912 states that when a JPA contracts with a public retirement system, such as CalPERS, the debts and liabilities with respect to retirement liabilities will be the debts and liabilities of the JPA's member public entities. If the JPA is terminated, the member public entities must mutually agree on how to apportion the retirement liability so that 100% of the liability is apportioned; or if they do not agree, the public retirement system apportions the liability to each member public entity.

Since Larkspur is withdrawing from the JPA, the Joint Exercise of Powers Agreement will need to be amended. After the receipt of Larkspur's withdrawal letter, the JPA General Managers spent a couple of months working on the revisions, and it was presented to each of the JPA agencies for their review and approval. Please note the following: The Commission membership has been reduced from six to five commissioners with the Larkspur seat removed; the Commission quorum has been reduced from four to three; and the votes needed for passage of an item has also been reduced from four to three. Please see the attached revisions in red.

In the 2006 Payment for Treatment Services Agreement, there is a provision which states that amending the JPA cannot materially impact the bondholders. CMSA has received confirmation letters from the bond agencies, S&P Global Ratings and Moody's Investors Services, stating that amending the JPA will not result in a downgrade, withdrawal, or qualification of the rating assigned to the CMSA Wastewater Revenue Bonds, Series 2015.

At the February 22, 2019, Board meeting, staff presented the Amended CMSA Joint Exercise of Powers Agreement for approval. The Board had no comments in regard to the Amended Agreement, but the Board would like to see a separate agreement between the City of Larkspur and the JPA member agencies. There was some effort made toward this, but Larkspur and the other JPA member agencies decided that the Amended CMSA Agreement was sufficient. Thus, both Ross Valley Sanitary District and Sanitary District No. 2 has approved and signed the Amended Agreement.

ACTION REQUIRED:

Staff requests that the SRSD Board approve the Amended CMSA Joint Exercise of Powers Agreement.

Attachments: Joint Exercise of Powers Agreement Draft, January 2019 (Redline)



CENTRAL MARIN SANITATION AGENCY

JOINT EXERCISE OF POWERS AGREEMENT

January 2019

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EXHIBIT A - Wastewater Conveyance Asset Ownership, Operation, and Maintenance

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CENTRAL MARIN SANITATION AGENCY

JOINT EXERCISE OF POWERS AGREEMENT

Effective _____, 2019, the **Joint Exercise of Powers Agreement (JPA)** by and between ROSS VALLEY SANITARY DISTRICT, SAN RAFAEL SANITATION DISTRICT, **and** SANITARY DISTRICT NO.2 of MARIN COUNTY – **as originally entered into on October 15, 1979, and thereafter amended from time-to-time, is amended in full to read as follows:**

RECITALS

Whereas, on October 15, 1979, the San Rafael Sanitation District (SRSD), Sanitary District #1 of Marin County (SD1), Sanitary District #2 of Marin County (SD2), and the City of Larkspur entered into a joint powers agreement (JPA) to jointly exercise their powers and form the Central Marin Sanitation Agency (CMSA) to plan, administer, and coordinate wastewater treatment and disposal services throughout their combined service area; and

Whereas, CMSA is a regional wastewater treatment agency that began operation in 1985 and provides wastewater and biosolids treatment, resource recovery, and other environmental services to the residents and businesses in Larkspur, Corte Madera, Ross, Fairfax, San Anselmo, a portion of San Rafael, and unincorporated areas in the Central Marin County, including San Quentin State Prison; and

Whereas, the **JPA** was amended **six times between 1979 and 2006**, and the original JPA and its six amendments are on file in CMSA's and each Member's administrative offices; and

Whereas, SD1 annexed the City of Larkspur's wastewater service area and assets in 1993, transferring ownership of and operations and maintenance responsibility for Larkspur's wastewater assets, including those referenced in the **JPA**, to SD1; and provisions in that annexation agreement (as amended in 1995) state that the City of Larkspur will retain a seat on the CMSA Board of Commissioners; and

Whereas, the JPA identifies sole and joint use wastewater conveyance facilities in the CMSA service area with their JPA member ownership and maintenance responsibilities, and these responsibilities were further clarified in two Memoranda of Understanding between CMSA and the Members, **dated 9/11/12 and 3/15/16, both of which remain in effect** and are incorporated into this JPA; and

Whereas, in February 2018, SD1's Board of Directors adopted a resolution changing the district's name to the Ross Valley Sanitary District (RVSD); and

Whereas, the Members have separately contracted with CMSA for other wastewater related services, such as source control and/or operation of collection system assets, and CMSA has contracted with the County of Marin, California Department of Corrections, and several local public agencies for provision of wastewater services; and

Whereas, CMSA and the Members have developed several programs to share information, services, and resources to increase operational efficiencies, and will continue to explore and consider such future activities; and

Whereas, the Members recognize the benefits to their respective service area customers of a standard Equivalent Dwelling Unit definition, and agree to work collaboratively to develop one; and

Whereas, in May 2018, the Members amended the JPA in full, effective June 6, 2018, to reflect the then-current state of wastewater service delivery in Central Marin County; and

Whereas, the Members intended the June 6, 2018 amendment to constitute the seventh amendment to the original JPA and to retain the CMSA with no interruption in its existence or service since its establishment in 1979; and

Whereas, the Larkspur City Council, at its December 12, 2018, meeting approved to withdraw from the JPA pursuant to Section 20 of the JPA; and

Whereas, the Members intend the current amendment to constitute the eighth amendment of the JPA; and

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. DEFINITION OF TERMS

Wherever the following terms are used in this **JPA** they shall have the following meaning unless otherwise specifically indicated by the context in which they appear:

- A. "CMSA" means the Central Marin Sanitation Agency.
- B. "COMMISSION" means the Central Marin Sanitation Agency Commission, the governing board of CMSA.

- C. "CAPACITY CHARGE" means a one-time charge to a property owner when connecting to the sanitary sewer system for the first time or for construction of additional improvements which will add to the quantity and/or strength of wastewater flow.
- D. "EQUIVALENT DWELLING UNIT (EDU)" means one unit of wastewater utility service demand. An EDU represents the average wastewater flow and strength generated by a single-family residence or equivalent.
- E. ~~"LARKSPUR" means CITY OF LARKSPUR, a municipal or public corporation, a party to this JPA.~~
- F. "MEMBER" means any party to this JPA.
- G. "OPERATION AND MAINTENANCE" means the regular performance of work required to assure continuous functioning of the wastewater system, and corrective measures taken to repair facilities to keep them in operating condition.
- H. "REGIONAL CHARGE" means a charge by CMSA to the Members based on wastewater flow and strength.
- I. "RVSD" means the Ross Valley Sanitary District, a special district, a party to this JPA. RVSD was formerly known as SD1, Sanitary District #1 of Marin County.
- J. "SD2" means SANITARY DISTRICT NO. 2 of MARIN COUNTY, a special district, a party to this JPA.
- K. "SRSD" means SAN RAFAEL SANITATION DISTRICT, a special district, a party to this JPA.
- L. "SEWER SERVICE CHARGE" means a charge to a property owner or occupant of designated premises for the use of the sanitary sewer system.

SECTION 2. FORMATION OF CENTRAL MARIN SANITATION AGENCY

There is hereby created a public agency to be known as "the Central Marin Sanitation Agency" pursuant to Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California relating to the joint exercise of powers common to public agencies. CMSA is a public agency separate from the Members.

SECTION 3. PURPOSE

The purpose of CMSA is to plan, acquire, construct, maintain and operate facilities, for the collection, treatment, reclamation, and disposal of wastewater, and to capture and utilize the renewable resources derived from the wastewater treatment process, including but not limited to biogas, recycled water, and biosolids.

SECTION 4. TERM AND EFFECT

This JPA shall become effective when the Members have executed this JPA, and shall continue in force and effect until terminated by an Agreement pursuant to Section 20. However this JPA may be amended by the Members pursuant to Section 18.

SECTION 5. POWERS

- A. CMSA shall have the power and authorization to plan, acquire, construct, maintain and operate facilities for the treatment, reclamation, and disposal of wastewaters for the benefit of the lands and inhabitants within its boundaries. CMSA will assume for the benefit of the Members responsibility for all functions pertaining to wastewater treatment, reclamation, and disposal.
- B. The Commission may authorize CMSA to contract to provide other services.
- C. CMSA is not authorized to provide wastewater collection or treatment services in a Member's service area unless and until such services have been approved by both the Commission and the governing Board of the Member responsible for the service area in which the wastewater collection or treatment services will be provided.
- D. Currently, CMSA is authorized to provide wastewater services to SD2, the San Quentin Village Sewer Maintenance District, and the San Quentin State Prison; lead and participate in a cooperative multi-agency public education program; provide pollution prevention and source control services to several Marin County agencies; and monitor and enforce illegal stormwater discharges for the Cities of San Rafael and San Anselmo.
- E. CMSA may receive organic materials for anaerobic digestion, beneficially reuse its biosolids, produce and distribute recycled water, utilize biogas to produce energy and/or transportation fuel for internal use and external sale, and capture other renewable resources for use or sale.
- F. CMSA is hereby authorized, in its own name, to do all acts necessary for the exercise of said powers for said purposes, including but not limited to any or all of the following: to make and enter contracts; apply for and accept grants, advances and contributions; to employ agents and employees; to acquire, construct, manage, maintain and operate any CMSA buildings, facilities, or improvements; to acquire, hold or dispose of property; to sue and be sued in its own name, to incur debts, liabilities, or obligations; to issue bonds, notes, warrants, and other evidences of indebtedness to finance costs and expenses incidental to the projects of CMSA; and to exercise jointly the common powers of the parties hereto set forth above. No such debts, liability, or obligation of CMSA shall constitute a debt, liability or obligation of any Member. CMSA has no power to levy or cause to be levied ad valorem property taxes. CMSA has the power of eminent domain.
- G. CMSA has the authority to accept grants and loans on behalf of the Members.

- H. The powers are subject to the restrictions upon the manner of exercising the powers of the Sanitary District Act of 1923, Division 6, of the Health and Safety Code of the State of California, as amended. CMSA specifically excepts Health and Safety Code Section 6487 from its restrictions so that CMSA may make its own provisions regarding payment of invoices, bills, and debt service.
- I. CMSA shall have the power to carry out a pretreatment, waste minimization, and other source control and pollution prevention programs in accordance with NPDES permit requirements, and other Federal and State regulatory requirements.

SECTION 6. GOVERNING BODY OF THE AGENCY

CMSA shall be governed by the Central Marin Sanitation Agency Commission. The Commission shall, on behalf of CMSA, adopt a budget for CMSA operations, maintenance, and capital improvements; approve contracts for CMSA; establish rates, charges, and fees; grant easements, licenses, or permits for the use of the property of CMSA; appoint a General Manager; contract for services as necessary; and take such other actions as are necessary or convenient to carry out the purpose and intent of this Agreement.

SECTION 7. COMMISSION MEMBERSHIP AND OFFICERS

- A. The Commission shall consist of **five** commissioners, two appointed by the governing board of RVSD, two appointed by the governing board of SRSD, and one appointed by the governing board of SD2, ~~and one appointed by the City Council of Larkspur.~~
- B. Each commissioner may be an elected official of the governing body of the ~~City of~~ District he/she represents, or may be such other resident of the ~~City of~~ District as selected by the Member. A commissioner shall serve in such a manner and for such term as each Member may determine, and may be removed at the pleasure of the Member appointing such person. The Commission shall annually choose commissioners to serve as Chair, Vice-Chair, and Secretary. Each Member shall determine its method of selection of the person representing the ~~City of~~ District. An elected official or resident of the ~~City of~~ District may be designated by the Member to serve as an alternate to any commissioner.
- C. The Commission may appoint and employ a General Manager who shall perform such duties as may be imposed by the Commission and who shall report to the Commission in accordance with such rules and procedures as the Commission may adopt.
- D. The Chair shall sign contracts on behalf of CMSA and perform such other duties as may be imposed by the Commission. The Vice-Chair shall act in the absence of the Chair. The Commission may delegate to the General Manager the power to sign contracts on behalf of CMSA. If the Chair signs a contract, the Secretary or Vice-Chair shall

countersign it on behalf of CMSA. The Vice-Chair and Secretary shall perform such other duties as may be imposed by the Commission.

- E. The Commission shall appoint a Treasurer/Controller. Said power of appointment may be vested with the General Manager by action of the Commission. The Treasurer shall have the duties and obligations set forth in Section 6505.5 of the Government Code of the State of California.

SECTION 8. COMMISSION VOTING

Each commissioner shall be empowered to cast one vote on each measure. **Three** commissioners shall constitute a quorum. **Three** affirmative votes are required for passage of any measure.

SECTION 9. DUTIES OF THE COMMISSION

- A. The duties of the Commission shall be:
- to make all policy decisions and **to authorize** exercising all the powers of CMSA,
 - to submit full and regular reports to the Members,
 - to adopt and/or revise from time to time Board Policies for the conduct of its affairs as may be required.
- B. CMSA shall have the power to compensate commissioners in accordance with the provisions of the Sanitary District Act of 1923, as amended.

SECTION 10. MEETINGS OF THE COMMISSION

- A. Regular meetings of the Commission shall be held at such times and places as shall be established by the Commission by resolution.
- B. All meetings of the Commission including regular, special, and emergency meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, Section 54950 through 54960 of the Government Code of the State of California, and other applicable provisions of law.

SECTION 11. FINANCIAL RECORDS AND REPORTS

CMSA shall keep current and accurate financial records of all operating, capital, and contract service activities. These records with their supporting documents shall be readily available for inspection by the Members, Commission, and the public. **Annually**, after the close of the fiscal year, the CMSA's financial records will be audited by an independent certified public

accountant, who will report the audit findings to the Commission.

SECTION 12. BONDING PERSONS HAVING ACCESS TO PROPERTY

- A. Commissioners and CMSA employees that are authorized to sign CMSA checks shall have a Public Official Bond. CMSA will procure a Government Crime Insurance Bond, or equivalent, to provide coverage for all CMSA employees and commissioners that handle and have access to any CMSA property. Premiums for both bonds shall be paid by CMSA.
- B. The General Manager shall have the responsibility for any and all CMSA property, and shall review and recommend approval or denial of all claims and demands for the disbursement of CMSA funds prior to submittal of said claims and demands to the Commission for approval.

SECTION 13. BONDS AND OTHER BORROWING

- A. CMSA shall have power and authority to issue and sell revenue bonds and other forms of indebtedness, borrow money and enter into contracts related to the foregoing in accordance with any one or more or portion of the following:
 - Articles 2 and 4, Chapter 5, Division 7, Title 1 of the Government Code, commencing with Section 6540;
 - Chapter 6, Division 2, Title 5 of the Government Code, commencing with Section 54300;
 - Chapter 5, Part 3, Division 5 of the Health and Safety Code, commencing with Section 4950;
 - Articles 10 and 11, Chapter 3, Part 1, Division 2, Title 2 of the Government Code, commencing with Section 53570;Such other relevant provisions of law as may now or hereafter be applicable.
- B. For purposes of referendum and vote on an CMSA-wide basis, the boundaries of CMSA shall be the consolidated boundaries of its Members. Under applicable law, CMSA may form improvement districts in which event the boundaries thereof shall be determinative with respect to referendum and voting. Bond elections shall be conducted pursuant to the Uniform District Election Law and applicable provisions of the Elections Code.
- C. CMSA shall have and exercise all powers conferred on "local agencies" by the provisions of the law with respect to such revenue bonds, other forms of indebtedness, or borrowing money.

- D. Revenues required to provide monies for payment of revenue bonds issued by CMSA, other forms of indebtedness, or borrowing money shall be derived from sewer Capacity Charges, CMSA's Regional Charge to the Members, and other legally available revenues of CMSA as may be specified in the documents related to such revenue bonds, other forms of indebtedness, or borrowing money. The amount of such charges shall be determined by CMSA.
- E. In connection with CMSA issuing revenue bonds, other forms of indebtedness, or borrowing money for new capital projects or other significant expenditures, CMSA and all the Members will enter into a payment agreement or supplement an existing payment agreement that provides for an increase in CMSA's Regional Charge to the Members to comply with the requirements of such revenue bonds, indebtedness, or borrowing.

SECTION 14. OPERATING FUND

- A. An operating fund shall be maintained to pay administrative and incidental expenses incurred by CMSA, costs of maintenance and operation arising from the operation of CMSA's facilities, and capital replacement and rehabilitation costs of CMSA's facilities, not funded by grants or borrowing pursuant to Section 13. Revenues for the operating fund shall be derived from Regional Charges periodically charged to each Member by CMSA, which Regional Charges the Members hereby agree to pay.

The periodic Regional Charge for each Member will be determined by CMSA, and shall be based upon a methodology that may include a Member's equivalent dwelling unit count, wastewater flow, and/or wastewater flow and strength. Flow will be determined based upon continuous measurement during a specified period by CMSA. Strength will be determined by periodic measurement of the wastewater influent's Total Suspended Solids (TSS) and Biological Oxygen Demand (BOD).

CMSA will utilize current best practices to ensure the flow data is accurate.
- B. Each Member, in turn, shall be responsible for deriving the revenue necessary to pay its Regional Charges to CMSA.
- C. Excess operating and capital funds of CMSA, if any, from whatever source, are the property of CMSA.
- D. Capacity charges may be collected either by a Member or CMSA. If collected by a Member, the capacity charge will be collected when the Member collects its connection fee from a property owner and will be remitted to CMSA.

SECTION 15. OWNERSHIP OF PROPERTIES

With respect to the ownership of wastewater assets and facilities, the Members and CMSA agree that:

- A. CMSA Facilities
CMSA shall own entirely all facilities located at assessor's parcel numbers 018-180-46 and 018-180-47, including but not limited to property, buildings, wastewater and biosolids treatment facilities, resource recovery facilities, and support infrastructure and assets. CMSA also owns the land and marine outfall that are on its property, on easements through public and privately owned properties, and in the San Francisco Bay.
- B. Member Collection System Facilities
Members shall own, operate, and maintain their respective collection system facilities. CMSA and any Member may, by agreement, provide for operation and maintenance of that Member's facilities, all or in part, by CMSA. Any such agreement must provide that all costs associated with the operation and maintenance of such facilities by CMSA shall be charged to and paid by the Member.
- C. Wastewater Assets Other Than CMSA Facilities
Exhibit A lists the ownership, operation, and maintenance responsibilities of other wastewater related assets on CMSA property and in each Member's service area.

Upon the effective date of this **JPA**, the Members will grant to CMSA the use of all wastewater facilities, shown in Exhibit A, insofar as necessary for the operation of CMSA's facilities.

SECTION 16. FUNCTIONAL RESPONSIBILITIES

With respect to the administration, operation, and maintenance of wastewater facilities within the Member boundaries and the performance of functions related thereto, the Members and CMSA agree as follows:

- A. The Member will be responsible for review of new connection permit applications, collection and accounting for permit fees, inspection of connections, and all associated record-keeping. CMSA may perform these functions directly by contract with a Member.
- B. CMSA will have total responsibility for the operation and maintenance of all its wastewater treatment and disposal, biosolids processing and dewatering, and resource recovery facilities, and other wastewater facilities specified in this JPA.
- C. The Member will have total responsibility for its wastewater collection and transport systems.

- D. The Member will be responsible for all billing and collection of sewer connection and service charges and associated record-keeping, accounting, and delinquency follow-up.
- E. The Members shall provide CMSA access to its odor control facilities that are located at Member pump stations.
- F. CMSA and each Member will be responsible for its own obligations under the San Francisco Bay Regional Water Quality Control Board (RWQCB) NPDES Permit No. CA0038628 issued on January 10, 2018, and any subsequent future NPDES permits where CMSA and Members are listed as co-permittees.

SECTION 17. INDEMNIFICATION AND INSURANCE

A. CMSA Indemnification

CMSA shall indemnify, defend and hold Members harmless from any claims or liability arising out of or relating to CMSA's **actions or omissions**. Further, specific as to NPDES Permit No. CA0038628, and any subsequent future NPDES permits, CMSA shall indemnify, defend, and hold Members harmless from any penalties, claims, or liability arising out of any acts or omissions of CMSA related to the NPDES Permit and any resulting violations or penalties.

CMSA shall procure and maintain at all times insurance against claims for injuries to persons or damages to property that may arise out of or relate to the functioning business of CMSA pursuant to this **JPA**. The minimum scope of insurance and coverage are shown in Exhibit B and may be adjusted in the future by the Commission, as recommended by the CMSA's insurance provider.

B. Member Indemnification

Members individually shall indemnify, defend and hold CMSA and other Members harmless from any liability arising out of or relating to the individual Member's actions **or omissions** pursuant to this **JPA**. Further, specific as to NPDES Permit No. CA0038628, and any subsequent future NPDES permits, Members individually shall indemnify, defend, and hold CMSA and other Members harmless from any penalties, claims, or liability arising out of any acts or omissions of any individual Member related to that Member's obligations under an NPDES Permit and any resulting violations or penalties. **In no event shall a Member or CMSA be liable or responsible for payment of fines or penalties for another Member's violation of an NPDES Permit.**

Members shall procure and maintain at all times insurance against claims for injuries to persons or damages to property that may arise out of or relate to the individual Member's actions pursuant to this **JPA**. The minimum scope of insurance and coverage are shown in Exhibit B.

SECTION 18. AMENDMENTS

This JPA may be amended only by a **written** agreement approved and executed by all of the Members.

SECTION 19. SETTLEMENT OF DISPUTES

If a dispute arises as to the construction, interpretation, or implementation of any provision of the JPA, the issues in dispute or matter requiring action shall be subject to the following dispute resolution process:

- A. Informal Dispute Resolution among Agency Managers
1. Managers from each disputing agency shall meet and attempt to resolve the dispute.
 2. This process shall be informal and will be chaired by the CMSA General Manager. If the dispute is between CMSA and a Member(s), the managers shall select a chairperson to chair the meeting.
 3. The chair shall set a meeting date with an Agenda.
 4. Since this is an informal dispute resolution, attorneys for each disputing agency shall not participate in the meeting(s).
 5. Should a resolution be reached, attorneys for each disputing agency may assist in the preparation of any necessary documents.
- B. Informal Dispute Resolution – Board Members and Managers
1. Should the dispute resolution in Paragraph A (above) not resolve the dispute, the next step will be an informal dispute resolution with each disputing agency and its manager participating.
 2. Each disputing agency shall appoint two board members who will join its agency manager to participate in a meeting to resolve the dispute.
 3. Steps 2 – 5 in Section A. shall be applicable for the meeting process.
- C. Mediation of Disputes
1. Should the informal dispute resolutions in Paragraphs A and B (above) not be successful in resolving the dispute, then the disputing agencies shall proceed to mediation before a neutral mediator.

Each disputing agency shall assign a representative(s) to participate in mediation. Each agency may be represented by counsel at mediation.

2. Selection of Mediator
 - a. For such purposes, an agreed upon mediator shall be selected by all Commissioners.
 - b. Should the Commissioners fail to agree upon a mediator, the disputing agencies will apply to the Judicial Arbitration and Mediation Services (JAMS) or a comparable service for an assigned mediator.
3. Mediation
 - a. Each disputing agency shall meaningfully participate in mediation to attempt to reach a resolution of the dispute.
 - b. Each disputing agency shall equally share in the costs of the mediator regardless of whether a settlement of the dispute is reached.

D. Binding Arbitration

1. Should the informal dispute resolutions in Paragraphs A, B, and C (above) not be successful in resolving the dispute, then the disputing agencies shall proceed to Binding Arbitration before a neutral arbitrator.
2. For purposes of arbitration, each disputing agency may be represented by counsel.
3. Selection of Arbitrator:
 - a. For such purposes, an agreed upon arbitrator shall be selected by all Commissioners.
 - b. Should the Commissioners fail to agree upon an Arbitrator, the disputing agencies will apply to the Judicial Arbitration and Mediation Services (JAMS) or a comparable service for an assigned arbitrator.
4. Hearing:

The chosen arbitrator or assigned arbitrator shall proceed to arbitrate the matter in accordance with the provisions of Title 9 of Part 3 of the Code of Civil Procedure (CCP Sections 1282 et seq.). At the Arbitration hearing, the rules of evidence shall apply.
5. The ruling of the arbitrator shall be binding on all agencies. There shall be no right of appeal to the Court system.

SECTION 20. WITHDRAWAL

If a Member's governing board decides to withdraw from the JPA, the Members will convene a meeting to discuss the withdrawal process and details.

The Member seeking Withdrawal from the JPA shall not receive or be entitled to any financial or other material compensation from CMSA and the remaining Members relating to the

Withdrawal. This provision does not pertain to any separate agreement or dispute not involving withdrawal between Members.

Pursuant to the 2006 Payment for Treatment Services Agreement (as-amended) between the Members and CMSA or subsequent similar agreements for the payment of indebtedness, a Member cannot withdraw from the JPA until it determines a mechanism and makes a formal commitment to fund its payment obligations to CMSA.

SECTION 21. MISCELLANEOUS

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the sections referred to.

This JPA is made in the State of California and under its Constitution and laws, and it is to be so construed.

To preserve a reasonable degree of flexibility, many parts of this JPA are stated in general terms. It is understood that the Commission may from time to time adopt and implement ordinances, policies, and procedures to further define the rights and obligations of CMSA to carry out the purposes of this JPA.

SECTION 22. PARTIAL INVALIDITY

If any one or more of the terms, provisions, promises, covenants, or conditions of this JPA shall to any extent be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this JPA shall be valid and enforceable to the fullest extent permitted by law.

SECTION 23. SUCCESSORS

This JPA shall be binding upon and shall inure to the benefit of the parties and the successors of the parties hereto.

SECTION 24. PERSONNEL

A. Authority to Hire and Dismiss Employees:

The Commission shall be the appointing authority for the General Manager, who shall serve at the pleasure of the Commission. The Commission shall annually review the performance of the General Manager.

The General Manager is hereby empowered to hire all personnel subject to the

requirements of the Commission adopted personnel policies and procedures. The General Manager shall have the power to reprimand, suspend, reduce in compensation or dismiss any personnel in accordance with the Commission adopted personnel policies and collective bargaining agreements.

B. Personnel Policies and Procedures

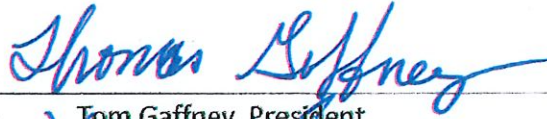
The Commission shall have the authority to adopt personnel policies and procedures and make amendments thereto by a majority vote of the Commission.

C. Administration of Employer-Employee Relations

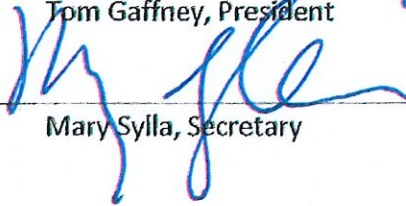
The Commission shall have the authority to adopt a procedure for the administration of employer-employee relations and make amendments thereto by a majority vote of the Commission.

IN WITNESS WHEREOF, The MEMBERS hereto have caused this JPA to be executed, and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed, as the day and the year first above written.

ROSS VALLEY SANITARY DISTRICT



Tom Gaffney, President



Attest: Mary Sylla, Secretary

SAN RAFAEL SANITATION DISTRICT

Gary O. Phillips, Chairman

Attest: Maribeth Bushey, Secretary/Director

SANITARY DISTRICT No. 2 of MARIN COUNTY



Bob Ravasio, President



Attest: James Andrews, Vice President

JPA Exhibit A

Wastewater Conveyance Asset Ownership, Operation, and Maintenance

Exhibit A presents selected sole and jointly owned wastewater conveyance and related facilities in the CMSA service area with their ownership, operation, and maintenance responsibilities. Attachment 1 [is a map showing](#) the general location of the sole and joint use facilities.

A. Definitions

Ownership - the party that owns the identified asset and has the capital replacement responsibilities.

Operations and Maintenance - the party that monitors process parameters, such as wastewater flow and pressure; responds to Underground Service Alert notifications and emergencies (including SSO's); has regulatory and permitting responsibility; maintains and monitors corrosion control systems; and repairs and coordinates any work on the asset.

B. RVSD Ownership, Operation, and Maintenance Responsibilities

1) 54" RV Interceptor (FM IIA-1): RVSD jointly owns, with SD-2, the interceptor and its fittings, connections and other appurtenances, including valves connected to a fitting, from the treatment plant headworks to the downstream side of the flexible coupling connection outside the SQJB (see Attachment 2). RVSD does not have any operation or maintenance responsibility for FM IIA-1.

2) 54" RV Interceptor (FM IIA-2): RVSD jointly owns, with SD-2, the interceptor and its fittings, connections and other appurtenances, including valves connected to a fitting. RVSD solely operates and maintains the interceptor and its pipeline fittings and appurtenances from the upstream side of the flexible coupling connection outside the SQJB to the connection with the 30" Greenbrae Forcemain.

3) 12" Pump Station 10 Landing B Forcemain (FM IIB): RVSD owns, operates, and maintains the forcemain and all its fittings, valves, and other pipeline appurtenances for its entire length, from Pump Station B to the upstream side of the 12" valve flange on the 54" x 12" FM IIA-2 fitting.

4) San Quentin Junction Box: RVSD and SD2 jointly own the SQJB structure, and do not have maintenance responsibility for the structure or the electrical and mechanical equipment within it.

B. SD2 Ownership, Operation, and Maintenance Responsibilities

1) 54" RV Interceptor (FM IIA-1): SD2 jointly owns, with RVSD, the interceptor and its fittings, connections and other appurtenances, including valves connected to a fitting, from the treatment plant headworks to the downstream side of the flexible coupling connection outside the SQJB. SD2 does not have any operation or maintenance responsibility for FM IIA-1.

2) 54" RV Interceptor (FM IIA-2): SD2 jointly owns, with RVSD, the interceptor and its fittings, connections and other appurtenances. SD2 does not have any operation or maintenance responsibilities for FM IIA-2.

3) Corte Madera Forcemain (FM IIC): SD2 owns, operates, and maintains the forcemain and all its fittings, valves, and other pipeline appurtenances for its entire length, from the Paradise Pump Station to the upstream side of the 24" valve flange on the 54" x 24" FM IIA-2 fitting.

4) San Quentin Junction Box: SD2 and RVSD jointly own the SQJB structure and do not have maintenance responsibility for the structure or the electrical and mechanical equipment within it.

5) Abandoned 20" Corte Madera Forcemain: SD2 owns and maintains the disconnected forcemain.

C. SRSD Ownership and Maintenance Responsibilities

1) 45" San Rafael Interceptor (FM IA-1 and 2): SRSD owns the interceptor and all its fittings, valves, and other pipeline appurtenances for the entire length of the interceptor to the CMSA treatment plant headworks, including the fitting that accepts the chemical dosing station pipeline. SRSD shall maintain the interceptor pipeline and its appurtenances upstream of the SFJB (FM IA-2).

2) 10" South Francisco Forcemain (FM IG): SRSD owns the forcemain and all its fittings, valves, and other pipeline appurtenances for its entire length, from the connection to the 45" San Rafael Interceptor to the South Francisco pump station. SRSD shall maintain the forcemain and its appurtenances outside of the SFJB.

D. CMSA Ownership and Maintenance Responsibilities

1) 45" San Rafael Interceptor (FM IA- 2): CMSA shall maintain the interceptor, the 45"x10" connection fitting, 45" valve, and the other pipeline appurtenances in the SFJB and along the length of the pipeline from the downstream side of the SFJB to the treatment plant headworks.

2) 10" South Francisco Forcemain (FM IG): CMSA shall maintain the forcemain and its

fittings, the 10" valve, and other pipeline appurtenances within the SFJB.

3) South Francisco Junction Box: CMSA owns and shall maintain the SFJB structure and all existing and future electrical, mechanical, and instrumentation equipment and systems within the SFJB.

CMSA grants SRSD access to the SFJB to inspect the 45" San Rafael Interceptor and the 10" South Francisco forcemain. Access shall be coordinated with CMSA operations staff.

4) Andersen Drive Chemical Dosing Station: CMSA owns and shall maintain the dosing station and its piping and appurtenances upstream of the SR interceptor connection.

5) 54" RV Interceptor (Reach FM IIA-1): CMSA shall operate and maintain the interceptor, fittings, and appurtenances from the treatment plant headworks to the upstream side of the SQJB's flexible coupling connection. CMSA will also maintain the interceptor, the 54"x16" connection fitting, the 54" valve, and the other interceptor appurtenances in the SQJB.

6) San Quentin Junction Box: CMSA shall maintain the SQJB structure, and operate and maintain all electrical, mechanical, and instrumentation equipment and systems within the SQJB. CMSA owns all electrical, instrumentation, and mechanical systems within the SQJB.

CMSA grants RVSD and SD2 access to the SQJB to inspect the 54" RV Interceptor and its fittings and appurtenances. Access shall be coordinated with CMSA operations staff.

7) Chemical Dosing Station: CMSA owns, operates, and maintains the hydrogen peroxide chemical dosing station and its piping and appurtenances upstream of the RV Interceptor (Reach IIA-1) connection in the SQJB.

8) Recycled Water Pipeline: CMSA owns, operates, and maintains the 6" recycled water pipeline from the treatment plant to FM 11A-1, and the pipelines and fittings to the chemical dosing station and to Remillard Pond.

D. Miscellaneous

CMSA, SD2, SRSD, and RVSD understand and agree that the California Department of Corrections owns and operates the 16" San Quentin forcemain (FM IIF) from the San Quentin Pump Station to the upstream side of the RV Interceptor's 54" x 16" fitting in the SQJB.

CMSA JPA - Exhibit B
CMSA and Member Insurance Requirements

MINIMUM SCOPE OF CMSA INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL)** on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence.
2. **Automobile Liability** covering any auto with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** as required by the State, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Property insurance** against all risks of loss to Agency property, at full replacement cost.

Additional Insured Status

The Members, their officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of or relating to the functioning business of the Agency pursuant to this Agreement.

Verification of Coverage

CMSA shall furnish the Members with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause.

MINIMUM SCOPE OF MEMBER INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL)** on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence.
2. **Automobile Liability** covering any auto with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** as required by the State, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

Additional Insured Status

CMSA, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of or relating to the individual Member's actions pursuant to this Agreement.

Verification of Coverage

Members shall furnish CMSA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause.

5.a.

SAN RAFAEL SANITATION DISTRICT
Agenda Item No. 5.a.

DATE: April 29, 2019
TO: Board of Directors, San Rafael Sanitation District
FROM: Doris Toy, District Manager/District Engineer *DT*
SUBJECT: Adopt Resolution Authorizing the District Manager/District Engineer to Sign an Amendment to Agreement with Nute Engineering for Additional Design and Construction Related Services for the San Pedro Pump Station Improvements Project

RECOMMENDATION:

Adopt resolution authorizing the District Manager/District Engineer to sign an Amendment to Agreement with Nute Engineering for additional design and construction related services for the San Pedro Pump Station Improvements Project.

BACKGROUND:

The District entered into a Professional Services Agreement with Nute Engineering in October 2016 for design and construction related services for the San Pedro Pump Station Improvement Project. The project consisted of replacing the pump station with submersible pumps, removing the building, and replacing all equipment. In addition, the gravity sewer line that connects to the pump station from Marina Boulevard, and runs from La Crescenta Way to Loma Linda Road to Marina Boulevard, was also to be replaced.

The bids for San Pedro Pump Station Improvements Project were opened on April 25, 2017. The District received two bids, and the lowest bid was 35% above the Engineer's Estimate. The Board agreed with staff that all bids should be rejected and that the project should be rebid in the winter when the District might receive more bids and, thus, receive more competitive bids. The gravity sewer line was separated into another project

The bids for the San Pedro Pump Station Improvements Project Re-Bid were opened on December 14, 2017, and the project was awarded to Valentine Corporation. The project has now been completed.

ANALYSIS:

Since the project was rebid, Nute Engineering spent additional time to revise, repackage, and rebid the pump station project with the gravity sewer lines removed from the project. In September 2018, Nute's portion of the work slowed down, and the work by Beecher Engineering, Nute's electrical engineering consultant, increased. Beecher Engineering has remained within budget.

FISCAL IMPACT:

Nute Engineering's original contract amount was \$265,081.00, and they are requesting that the District increase the contract amount by \$21,978.00.

The additional engineering assistance from Nute Engineering will be funded under the 80-Year Life Cycle Sewer Replacement Program from the current 2018-19 Budget.

ACTION REQUIRED:

Staff recommends that the Board adopt the resolution authorizing the District Manager/District Engineer to sign an Amendment to Agreement with Nute Engineering for additional design and construction related services for the San Pedro Pump Station Improvements Project.

Attachment: Resolution
Amendment to Agreement
Proposal from Consultant, Exhibit "A"

SAN RAFAEL SANITATION DISTRICT

RESOLUTION NO. 19-1188

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SAN RAFAEL SANITATION DISTRICT
AUTHORIZING THE DISTRICT MANAGER/DISTRICT ENGINEER
TO SIGN AN AMENDMENT TO AGREEMENT WITH NUTE ENGINEERING
FOR ADDITIONAL DESIGN AND CONSTRUCTION RELATED SERVICES FOR
THE SAN PEDRO PUMP STATION IMPROVEMENTS PROJECT
FOR AN ADDITIONAL AMOUNT OF \$21,978.00**

**THE BOARD OF DIRECTORS OF THE SAN RAFAEL SANITATION DISTRICT,
COUNTY OF MARIN**, hereby resolves as follows:

The District Manager/District Engineer is hereby authorized to execute, on behalf of the San Rafael Sanitation District, an Amendment to Agreement with Nute Engineering for additional design and construction related services for the San Pedro Pump Station Improvements Project, a copy of which is hereby attached and by this reference made a part hereof.

PASSED AND ADOPTED at a special meeting of the San Rafael Sanitation District Board of Directors held on the 29th day of April, 2019, by the following vote, to wit:

AYES:

NOES:

ABSENT/ABSTAIN:

SAN RAFAEL SANITATION DISTRICT

Gary O. Phillips, Chairman

ATTEST:

Katie Rice, Acting Secretary

**AMENDMENT TO AGREEMENT
FOR PROFESSIONAL SERVICES
TO COVER ADDITIONAL DESIGN AND
CONSTRUCTION RELATED SERVICES
BY NUTE ENGINEERING FOR THE
SAN PEDRO PUMP STATION IMPROVEMENTS PROJECT**

This Amendment to the original Agreement is made and entered into this 29th day of April, 2019, by and between the SAN RAFAEL SANITATION DISTRICT and NUTE ENGINEERING.

This Amendment covers increasing the original contract budget amount of \$265,081.00 for design and construction related services by approximately \$21,978.00 to cover additional engineering services requested by District staff for the San Pedro Pump Station Improvements Project.

All of the additional work will be in accordance with the attached proposal dated April 25, 2019, and attached herein as Exhibit "A".

SAN RAFAEL SANITATION DISTRICT

CONTRACTOR

Doris Toy
District Manager/District Engineer

Nute Engineering _____

By: _____

Title: _____

APPROVED AS TO FORM:

Jack F. Govi
Assistant County Counsel



EXHIBIT A

April 25, 2019

Ms. Doris Toy, District Manager/District Engineer
San Rafael Sanitation District
111 Morpew Street
San Rafael, CA 94901

**Re: SRSD San Pedro Pump Station Improvements
Engineering Services Budget Increase Request**

Dear Doris:

As we discussed previously, Nute Engineering exceeded our previously approved engineering services budget several months ago for the design, bidding and eventual construction of the District's San Pedro Pump Station. We continued to provide as needed construction engineering services through the final commissioning of the now completed pump station. At this point the pump station is fully operational and performed well during last winter's storms. The primary unexpected project aspect which affected the approved engineering services scope and ultimately affected the engineering total budget, was the re-packaging and re-bidding of the pump station project a second time.

BACKGROUND

The approved engineering services contract for San Pedro Pump Station included four tasks as shown below with the task costs:

• Task 1 Project Management and Coordination:	\$ 4,512.00
• Task 2 Project Design	\$166,502.00
• Task 3 Bid Phase and Bid Support	\$ 6,920.00
• Task 4 Engineering Support During Construction	<u>\$ 87,147.00</u>
Total	\$265,081.00

During the initial design phase of the pump station project, it became clear to the District staff and the design team that existing collection system sewers which drain to the San Pedro Pump Station had structural issues related to age and needed rehabilitation to improve their performance. The La Crescenta sewer work was surveyed and added to the pump station project design contract documents, which included rehabilitating the two larger influent sewer pipes coming into the pump station

wetwell from two directions. This pump station project went out to bid in early April of 2017 and the District only received two bids. Both of these bid amounts were much higher than expected, due in part, to the current strong Bay Area construction economy. District staff, after reassessing project goals, determined to re-bid the pump station project after the regular construction season. The purpose would be to take advantage of lower bid costs in the off season. It was also determined by the District to separate the La Crescenta sewer pipeline project from the pump station project in order to have it constructed during the summer/fall construction season. La Crescenta sewer project was bid on June 6, 2017. A separate, additional budget was also approved by the District for Nute Engineering for the design work to complete the La Crescenta Sewer Project and provide engineering assistance during construction.

PUMP STATION PROJECT RE-BIDDING ENGINEERING SERVICES

After the first pump station project bid on April 25th, the Nute Engineering/Beecher Electric design team continued to work through the summer and fall to repackage the pump station design. All of the work through this period is easily identified as work needed for the re-bid design. The design team, with District staff, addressed both fundamental design issues which were a result of the change in the influent sewer pipelines, and worked to further refine the pump operational control and alarm scheme for this pump station. One of the District goals for the San Pedro Pump Station was to simplify circuitry of the pump control and alarm scheme by using more dedicated computer controllers and still achieve the redundant control protection demanded by District staff.

The San Pedro Pump Station project was repackaged and brought back out for a successful re-bid in late November, with bids being opened on December 14, 2017.

The following table tabulates the hours worked by the design team during the re-bid period (July 2017 thru Mid-December 2017):

Table: San Pedro Pump Station Improvements Project – Re-Bid Cost Summary

	2017						Total Hrs	2017 Hourly Rate	Total Cost
	Jul	Aug	Sep	Oct	Nov	Dec			
Barbara Dabney	11.25	1.00			13.25	2.75	28.25	\$93.00	\$2,627.25
Priscilla Mills	6.00	21.50	1.00		42.50	16.00	87.00	\$173.00	\$15,051.00
Mark Wilson	22.50	13.00	2.50	3.50	22.50	8.50	72.50	\$192.00	\$13,920.00
									\$31,598.25

NOTE: First Bid Opening: April 25, 2017

Second (Re-bid) Opening: December 14, 2017

This project repackaging and re-bidding effort was not included in the original Nute Engineering budget. As can be seen, significant time was spent by Nute Engineering to

make the re-bidding effort a success. This additional work to re-package and re-bid was understood at the time to be beyond the original engineering services scope, and optimistically, assumed it could be absorbed during the remaining engineering services during construction budget. This was not to be the case at the end of the project when we found our budget to be over by \$21,967.38 as shown on the attached final invoice in the amount of \$21,978.00. (Because of the budget overage we held our invoices since 09/13/ 2018. Our overage at the end of the project is represented by Beecher Electric invoices, as we have held these from District invoicing. It should be noted that Nute Engineering has paid Beecher Electric for these invoices)

REQUEST FOR ENGINEERING SERVICES INCREASE

Due to the issues described above we request a one-time increase to the initial design, bidding and engineering services during construction budget. This one time increase will balance Nute Engineering's final cost as described above:

Total Requested Budget Increase	\$ 21,978.00
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We respectfully request a budget increase for the San Pedro Pump Station Improvement Project of \$21,978.00.

The Nute Engineering team appreciates working with the District and their responsive staff and considers the project an overall success. Thank you for consideration of this request.

Very truly yours,

NUTE ENGINEERING

By:


Mark T. Wilson, PE

Attachment:



907 Mission Avenue
San Rafael, CA 94901

Invoice

Bill To
San Rafael Sanitation District Attn: Ms. Doris Toy PO Box 151560 San Rafael, CA 94915-1560

Date	4/5/2019
Invoice #	20302
Terms	Net 30
Due Date	5/5/2019
P.O. No.	
Representative	MW

Project Other	OVER BUDGET
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Project	Contract Amount	Total Billed to Date	Amount Remaining
8616 - San Pedro Pump Station	\$265,081.00	\$287,048.38	-\$21,967.38

Description	Hours	Rate	Class	Current Billed
FINAL OUTSIDE EXPENSES FOR PROJECT 10/1/18 -03/31/19				
Beecher Engineering (see attached)		8,695.00	HOLDING	8,695.00
Beecher Engineering (see attached)		5,365.00	HOLDING	5,365.00
Beecher Engineering (see attached)		5,365.00	HOLDING	5,365.00
Beecher Engineering (see attached)		555.00	HOLDING	555.00
Total Reimbursable Expenses				19,980.00
Administrative Fee		10.00%	HOLDING	1,998.00
Total Reimbursable Expenses				21,978.00

	Total	\$21,978.00
	Payments/Credits	\$0.00
	Balance Due	\$21,978.00

INVOICE

Beecher Engineering, Inc.
 90 Copper Cove Drive, Suite D
 Copperopolis, CA 95228

Phone: (541) 580-8300

Billed To: Nute Engineering
 907 Mission Avenue
 San Rafael, CA 94901

Attention: Mr. Mark Wilson

Project: SRSD San Pedro Pump Station Construction

 Email to: Bookkeeper@nute-engr.com

Billing Period: 9/25/18 thru 10/24/18

Invoice Date: October 25, 2018

Invoice No.: 1018- 46

Due Date: November 25, 2018

8616

Activity	Hours	Billing Rate	Amount
Professional Electrical Engineering Services - 9/25 - Factory Test Script - 9/26 - Level Corresp - 9/30 - Factory Test Script - 10/4 - Corresp/P&G&E Letter - 10/5 - Prep/Factory Test - 10/7 - Test Script - 10/8 - Test Script/Submittal - 10/9 - Factory Test - 10/10 - Corresp - 10/11 - Submittal Review - 10/12 - Submittal Corresp - 10/13 - Submittal Corresp	47	\$185.00	\$8,695.00

Total Amount Due (this billing period): \$8,695.00

Past Due Amounts:

July 2018 \$0.00
 August 2018 \$0.00
 September 2018 \$0.00

Contract Limit: \$42,550.00

Total Billed to Date: \$50,135.00

Remaining Budget: (\$7,585.00)

TOTAL AMOUNT DUE: \$8,695.00

8/6/16

INVOICE

Beecher Engineering, Inc.
90 Copper Cove Drive, Suite D
Copperopolis, CA 95228

Phone: (541) 580-8300

Billed To: Nute Engineering
907 Mission Avenue
San Rafael, CA 94901

Attention: Mr. Mark Wilson

Project: SRSD San Pedro Pump Station Construction

Email to: Bookkeeper@nute-engr.com

Billing Period: 10/25/18 thru 11/24/18

Invoice Date: November 25, 2018

Invoice No.: 1118- 46

Due Date: December 25, 2018

Activity	Hours	Billing Rate	Amount
Professional Electrical Engineering Services - 11/2 - Corresp - 11/12 - Power Studies - 11/17 - Studies - 11/19 - Prep/Dry Run Testing - 11/20 - Dry Run On-site Testing	29	\$185.00	\$5,365.00

COFY

Total Amount Due (this billing period): \$5,365.00

Past Due Amounts:

August 2018	\$0.00
September 2018	\$0.00
October 2018	\$0.00

Contract Limit: \$42,550.00

Total Billed to Date: \$55,500.00

Remaining Budget: (\$12,950.00)

TOTAL AMOUNT DUE: \$5,365.00

8616

INVOICE

Beecher Engineering, Inc.
90 Copper Cove Drive, Suite D
Copperopolis, CA 95228

Phone: (541) 580-8300

Billed To: Nute Engineering
907 Mission Avenue
San Rafael, CA 94901

Attention: Mr. Mark Wilson

Project: SRSD San Pedro Pump Station Construction

Email to: Bookkeeper@nute-engr.com

Billing Period: 12/25/18 thru 1/24/19

Invoice Date: January 25, 2019

Invoice No.: 0119- 46

Due Date: February 25, 2019

Activity	Hours	Billing Rate	Amount
Professional Electrical Engineering Services - 1/6 - Corresp - 1/11 - Submittal Review <div style="text-align: center; font-size: 2em; font-weight: bold; opacity: 0.5;">COPY</div>	3	\$185.00	\$555.00

Total Amount Due (this billing period): \$555.00

Past Due Amounts:

October 2018 \$0.00

November 2018 \$5,365.00

December 2018 \$5,365.00

Contract Limit: \$42,550.00

Total Billed to Date: \$61,420.00

Remaining Budget: (\$18,870.00)

TOTAL AMOUNT DUE: \$11,285.00

SAN RAFAEL SANITATION DISTRICT
Agenda Item No. 5.b.

DATE: April 29, 2019
TO: Board of Directors, San Rafael Sanitation District
FROM: Doris Toy, District Manager/District Engineer *DT*
SUBJECT: Consideration of a Sewer Lateral Ordinance

Background

During heavy rainfall events, Central Marin wastewater agencies experience capacity related sanitary sewer overflows and increased flows at the wastewater treatment plant (Central Marin Sanitation Agency aka CMSA). When the flows at CMSA exceed the capacity of the biological treatment process, the treatment plant is forced to discharge a blended effluent consisting of a mixture of fully treated and partially treated wastewater. Both the sewer overflows and discharge of blended effluent increase the quantity of pollutants entering the Bay.

Sanitary sewer overflows are prohibited and sanitary sewer agencies are required by their General Wastewater Discharge Requirements to ensure that they have adequate capacity to transport peak flows. The District and other agencies continue to expend public funds to increase the capacity of their sanitary sewer systems in order to minimize the frequency of capacity-related sanitary sewer overflows. The discharge of blended effluent, which is currently permitted, may be limited or prohibited in the future. During significant storm events, the total flow can increase by a factor of ten at CMSA. Therefore, the District and other JPA member agencies will need to seek ways of reducing the levels of inflow and infiltration (I/I).

Infiltration is when stormwater and/or groundwater from the soil seeps into a sanitary sewer system through cracks and joints in the pipes. Infiltration is worst under the water table (the saturated zone) and is less intense from the unsaturated zone. Inflow is the flow of stormwater into a sanitary sewer system where the water enters the sewer through constructed features, such as area drains, roof downspouts, sump pump discharges, cross connections to storm drains, or defects in the sewer that are open to the ground surface, i.e. open joints at the top of sewer near a creek bank. Inflow occurs from illegal direct connections. See attached illustration.

Analysis

In the District, more than 1/3 of the sewer pipes are laterals. Although, the District has been including the replacement of lower laterals (the portion of the lateral between the property line or easement boundary and the District's sewer main) in its capital improvement projects for the past seven years, the laterals should be inspected and replaced at a faster pace. Illegal connections should also be inspected. Staff recommends that property owners should also assist in decreasing the inflow and infiltration.

At the present, the District is working with Las Gallinas Valley Sanitary District (LGVSD) in updating the Sewer Lateral Standards and Specifications. LGVSD is also developing a sewer lateral ordinance. Staff has been discussing the following concepts with LGVSD.

Triggers for Inspection and Testing

The Board may consider the following triggers:

A Remodel Above a Threshold Value. The trigger would apply when an owner obtains a permit to remodel his/her building. The District may establish a threshold value as a fixed amount such as \$50,000 (SD2), \$75,000 (RVSD), or a lesser amount such as \$15,000.

Change in Use. The trigger would apply when residential connections are converted to commercial use, i.e. a catering service, or when commercial connections are converted to a different category, i.e. a restaurant to a bakery.

Sale of Property/Transfer of Title. Lateral inspections and testing at the point of sale or transfer of title. This is similar to termite and roof inspections, in that it is part of the disclosure process that informs the prospective owner of potentially significant future costs that would be associated with lateral repair or replacement.

Private Sanitary Sewer Overflows. The trigger would apply when an overflow occurs from a private lateral. At the present, when a private sewer overflow occurs and District staff become aware of it, staff notifies the County Environmental Health Services (EHS) Department, which oversees the remedy of the problem. However, EHS then invoices the District for its services. Staff requests the Board to consider whether the District should invoice the lateral owner.

Pool Overflows. During intense rains, pools will overflow and enter the sewer system. Staff requests the Board to consider whether the District should charge pool owners an annual fee.

Inspection and Field Work

- District will develop a certified list of "Approved Plumbers" who are PACP (Pipeline Assessment Certification Program) certified. PACP is from the National Association of Sewer Service Companies that provides a standard rating system for pipeline assessment and conditions.
- The plumber will inspect for inflow (illegal connections) and televise the lateral using the PACP system.
- The plumber will submit its PACP report of the lateral inspection and identify any illegal connections.
- Staff will review the submittals, and there should be minimal field work other than verification of the corrective action.

Evaluation Report

After staff reviews and evaluates the plumber’s report and findings, staff will provide a form letter based on the following categories:

Category	Description	Owner Action Required	District follow-up response after issuing report
1	Lateral acceptable	None	Certificate of Compliance
2	Lateral repair/replacement recommended	None-recommendation only	Promote Lateral Assistance Program
3	Lateral repair/replacement REQUIRED	Replace lateral 2-year grace period	Promote Lateral Assistance Program, Fine if not replaced before end of grace period.
4	Illegal connection-ordinance violation	Eliminate inflow 90-day grace period Provide reinspection report	Fine if not replaced before end of grace period.

Incentives

At the present, the District is replacing lower laterals as part of its capital improvement projects. During the District’s sewer replacement projects, property owners are able to request proposals from the District’s contractor to replace their upper laterals. The cost is usually lower, since the contractor has the material and labor on site and would not have an additional mobilization cost.

The Board can consider having a Lateral Assistance Program, such as a low-interest loan that would be included on the owner’s property tax bill or a lien placed against the property for reimbursement when the property is sold.

Fees/Fines

Staff review of plumber’s report and findings – 1- to 2-hours staff time, i.e. \$250.

Average cost for lateral inspection - \$250

Average cost for illegal connections - \$250 to \$650, if owners assist in running water with hose; otherwise, if contactor provides everything, it could be \$450 to \$1,200.

Action Required

Review the above information and provide direction to staff.

Attachment: Illustration of Points of I/I Entry

Points of I/I Entry

Area
Drains

Pool
Overflows

