



# CARMEL AREA WASTEWATER DISTRICT

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## Regular Board Meeting

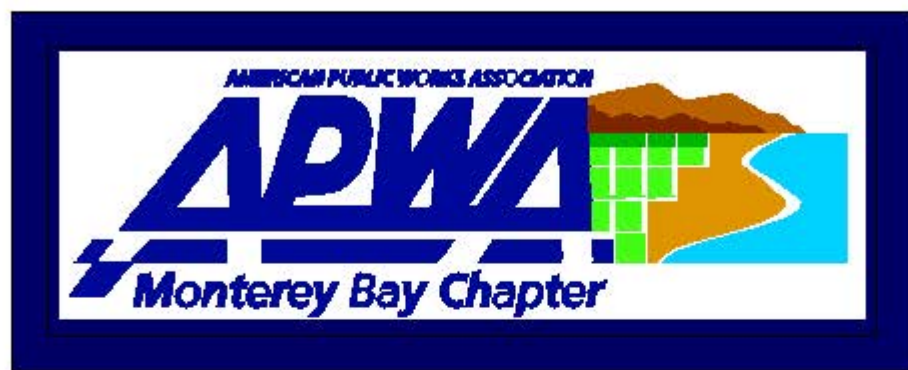
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3945 Rio Road, Carmel, CA 93923

January 30, 2020  
Thursday  
9:00AM

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**H**



**2020 PROJECT OF THE YEAR**  
**Emergency / Disaster Repair ~**  
**Under \$5 Million**



Awarded to

**CARMEL AREA**  
**WASTEWATER DISTRICT**

**GRANITEROCK CONSTRUCTION**

**MNS ENGINEERS, INC.**

For the

**HATTON CANYON ROAD**  
**REHABILITATION**



# CARMEL AREA WASTEWATER DISTRICT REGULAR BOARD MEETING MINUTES December 19, 2019

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**CALL TO ORDER - ROLL CALL** - The meeting was called to order at 8:58 a.m.

**Present:** Directors: Robert Siegfried, Charlotte Townsend, Michael Rachel, And President White

**Absent:** Director Greg D'Ambrosio

**Others:** Barbara Buikema, General Manager, Carmel Area Wastewater District (CAWD)  
Patrick Treanor, Plant Engineer, CAWD  
Ed Waggoner, Operations Superintendent, CAWD  
Chris Foley, Maintenance Superintendent, CAWD  
Daryl Lauer, Collections Superintendent, CAWD  
Domine Barringer, Administrative Assistant/Board Clerk, CAWD  
Kristina Pacheco, Administrative Assistant/Board Clerk, CAWD  
Rob Wellington, Wellington Law Offices, CAWD Legal Counsel  
Dick Gebhart, Director Pebble Beach Community Service District (PBCSD)  
Mike Niccum, General Manager, PBCSD  
Larry Levine, Chair of County Service Area (CSA) #50, Public Participant  
Margaret Robbins, CSA #50, Public Participant  
Barbara Grace, CSA #50, Public Participant  
Dick Stott, Carmel Valley Association member, Public Participant  
Chris Cook, California American Water

**1. Agenda Changes:** *Any requests to move an item forward on the agenda will be considered at this time.*

- 1. Amendment to the Closed Session regarding real property negotiations according to Government Code section 54956.8.*
- 2. Item #32 - Trip to Hatton Canyon is canceled due to weather. The trip is rescheduled for the January 23, 2020 Board Meeting.*
- 3. Item #4 from the consent agenda will be removed as the report was not submitted in time for the December 19, 2019 Board Meeting.*

**2. Appearances/Public Comments:** *Anyone wishing to address the Board on a matter not appearing on the agenda may do so now. Public comment shall be limited to 3 minutes per person. No*

Note: If you believe you possess any disability that would require special accommodations in order to attend this meeting, please call Carmel Area Wastewater District at 624-1248.

action shall be taken on any item not appearing on the agenda. During consideration of any agenda item, public comment shall be limited to 3 minutes per person and will be allowed prior to Board action on the item under discussion.

Mr. Levine, on behalf of County Service Area (CSA) #50, spoke about flooding in the Mission Fields area and in support of the Carmel River FREE project.

The General Manager gave an update of the Carmel River FREE project.

## **ACTION ITEMS BEFORE THE BOARD**

*Action Items consist of business which requires a vote by the Board. These items are acted upon in the following sequence: (1) Staff Report (2) Board Questions to Staff (3) Public Comments, and (4) Board Discussion and Action.*

## **CONSENT CALENDAR: APPROVAL OF MINUTES, FINANCIAL STATEMENTS AND MONTHLY REPORTS**

*The Consent Agenda consists of routine items for which Board approval can be taken with a single motion and vote. A Board Member may request that any item be placed on the Regular Agenda for separate consideration.*

Director Siegfried requested that item number 14 be removed from the consent agenda to be discussed further later in the meeting. The Board of Director's agreed to remove and discuss this item during the Communications portion of the meeting.

### ***Board Action***

***Following a motion made by Director Siegfried and seconded by Director Townsend, the Board unanimously approved the Regular Meeting Minutes of November 21<sup>st</sup>, Special Board Meeting Minutes of November 22, 2019, and Salary & Benefits Committee Minutes of November 25, 2019 and enacted the following Consent Calendar/Agenda items (excluding items #4 & #14):***

- 3.** Approve Regular Board Meeting Minutes of November 21, 2019  
Special Board Meeting Minutes of November 22, 2019  
Salary & Benefits Committee Minutes of November 25, 2019
- ~~**4.** Receive and Accept Bank Statement Review by Hayashi Wayland – November 2019~~
- 5.** Receive and Accept Schedule of Cash Receipts and Disbursements – November 2019
- 6.** Approve Register of Disbursements - Carmel Area Wastewater District – November 2019

7. Approve Register of Disbursements – CAWD/PBCSD Reclamation Project – November 2019
8. Receive and Accept Financial Statements and Supplementary Schedules – November 2019
9. Receive and Accept Collection System Superintendent’s Report – November, October & September 2019
10. Receive and Accept Safety And Regulatory Compliance Report – November 2019
11. Receive and Accept Treatment Facility Operations Report – November (data not available), October (amended) & September 2019
12. Receive and Accept Laboratory/Environmental Compliance Report – November 2019
13. Receive and Accept Capital Projects Report/Implementation Plan
- ~~14. Receive and Accept Project Summaries~~
15. Receive and Accept Plant Operations Report – November 2019
16. Receive and Accept Maintenance Projects Report – November 2019
17. Receive Principal Engineer Monthly Report General Engineering – November 2019

## **ACTION ITEMS BEFORE THE BOARD**

*Action Items consist of business which requires a vote by the Board. These items are acted upon in the following sequence: (1) Staff Report (2) Board Questions to Staff (3) Public Comments, and (4) Board Discussion and Action.*

## **RESOLUTIONS**

- 18. Resolution No. 2019-57;** A Resolution Authorizing The General Manager To Circulate A Request For Qualifications For Construction Management And Inspection Services – *Report by Principal Engineer, Rachél Lather*

### ***Board Action***

***Following a motion made by Director Siegfried and seconded by Director Rachel, the Board unanimously adopted Resolution No. 2019-57 to authorize the General Manager***

***to circulate a request for qualifications for construction management and inspection services.***

**19. Resolution No. 2019-58;** A Resolution Authorizing The General Manager To Enter Into A Contract With SRT Consultants To Provide Engineering Design Services For The Carmel Meadows Pipeline Replacement Project In The Amount Of \$255,445 (Project #19-03) – *Report by Principal Engineer, Rachél Lather*

***Board Action***

***Following a motion made by Director White and seconded by Director Rachel, the Board unanimously adopted Resolution No. 2019-58 to authorize the General Manager to enter into a contract with SRT Consultants.***

**20. Resolution No. 2019-59;** A Resolution Authorizing Inviting Bids For “Manhole & Sewer Line Repair Project At Various Locations” – *Report by Principal Engineer, Rachél Lather*

***Board Action***

***Following a motion made by Director Siegfried and seconded by Director Townsend, the Board unanimously adopted Resolution No. 2019-59 (as amended for grammatical error) to authorize the invitation of bids for the “Manhole & Sewer Line Repair Project”.***

**21. Resolution No. 2019-60;** A Resolution Authorizing Staff To Solicit Bids For A 600 Kilowatt (kW) Standby Power Generator To Replace The Existing 450 kW Generator At The Carmel Area Wastewater District (CAWD) Plant (Project #18-08) – *Report by Maintenance Superintendent, Chris Foley*

***Board Action***

***Following a motion made by Director Siegfried and seconded by Director Townsend, the Board unanimously adopted Resolution No. 2019-60 to solicit bids for a 600 Kilowatt generator to replace the existing generator at the Carmel Area Wastewater District plant.***

**22. Resolution No. 2019-61;** A Resolution Authorizing Staff To Solicit Bids For Two 400 Kilowatt (kW) Standby Power Generators For The Reclamation Facility. Approval Is Contingent On Approval To Solicit Bids From The Reclamation Management Committee (Project #19-16) – *Report by Maintenance Superintendent, Chris Foley*

***Board Action***

***Following a motion made by Director Siegfried and seconded by Director Townsend, the Board unanimously adopted Resolution No. 2019-61 to solicit bids for two 400 Kilowatt generators for the reclamation facility.***

**23. Resolution No. 2019-62;** A Resolution Ratifying The General Manager Decision To Continue Work Beyond Budgeted Tonnage And For Approval For Additional Cost To The “Digester No. 1 Dewatering And Cleaning” Project For Additional Tonnage-(Project #18-07) – *Report by Plant Engineer, Patrick Treanor*

***Board Action***

***Following a motion made by Director Rachel and seconded by Director Siegfried, the Board unanimously adopted Resolution No. 2019-62 to ratify the decision to continue work and to approve the additional cost for the “Digester No. 1 Dewatering and Cleaning project.***

**ACTION ITEMS BEFORE THE BOARD**

*Action Items consist of business which requires a vote by the Board. These items are acted upon in the following sequence: (1) Staff Report (2) Board Questions to Staff (3) Public Comments, and (4) Board Discussion and Action.*

**OTHER ITEMS BEFORE THE BOARD**

**24.** 2020 Committee Assignments and PBCSD Regular Board Meeting Attendance – *Report by Board Secretary, Domine Barringer*

***Board Action***

***Following a motion made by President White and seconded by Director Townsend, the Board unanimously adopted Resolution No. 2019-62 to accept committee assignments and the PBCSD Board Meeting attendance rotation.***

**25.** Independent Financial Audit for Fiscal Year Ending June 30, 2019 by Marcello & Company - *Report by General Manager, Barbara Buikema*

***Board Action***

***Following a motion made by Director Townsend and seconded by Director Siegfried, the Board unanimously adopted the audit for the Fiscal Year ending June 30, 2019.***

**INFORMATION/DISCUSSION ITEMS**

Informational Only – No Action Taken

**26.** PBCSD 12-13-19 Regular Board Meeting – *Report by General Manager, Barbara Buikema*

- 27. *Pacific Gas & Electric Company Energy Use History – Report by Plant Engineer, Patrick Treanor*
- 28. *Workers Compensation Experience Modification Factor – Report by General Manager, Barbara Buikema*
- 29. *Update on the Mr. Larsen Connection In Carmel Highlands – Oral Report by Collections Superintendent, Daryl Lauer*

## **STAFF & BOARD MEMBER REPORTS**

*Staff Reports include items for which verbal reports/presentation will be provided. If a specific presentation is planned, it will be listed, and summary information may be included with the Agenda. Brief oral reports may be provided for items arising after the Agenda preparation. The Board may wish to ask questions or discuss a staff report, but no action is appropriate other than referral to staff, or request that a matter be set as a future Agenda Item.*

## **COMMUNICATIONS**

- 30. *General Manager’s Report – Oral reporting*
  - General Manager vacation December 23<sup>rd</sup> – January 7<sup>th</sup>
  - Christmas BBQ and Gift Exchange December 18<sup>th</sup>
- 31. **Announcements On Subjects Of Interest To The Board Made By Members Of The Board Or Staff**

*Oral reports or announcements from Board President, Directors or staff concerning their activities and/or meetings or conferences attended.*

Director White addressed possible changes to meeting procedures and discussion needed by the Board for such changes.

### **14. This Consent Calendar/Agenda item was moved to the Communications portion of this meeting.**

Receive and Accept Project Summaries

#### ***Board Action***

***The Board held a discussion and following a motion made by Director Siegfried and seconded by Director White, the Board made a motion to accept the current Project Summaries and require modification to Project Summaries going forward.***



**32. The planned tour of Hatton Canyon was cancelled due to weather. It has been rescheduled for January 30<sup>th</sup> (weather permitting).**

~~Tour of Hatton Canyon Access Road Grading Project on site~~

**33. CLOSED SESSION:** *As permitted by Government Code Section 54956 et seq., the Board of Directors may adjourn to a Closed Session to consider specific matters dealing with litigation, certain personnel matters, real property negotiations, or to confer with the District’s Meyers-Milias-Brown representative.*

**Conference with Legal Counsel – Anticipated Litigation**

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9

**Conference with Legal Counsel – Real Property**

Real Property Negotiation Pursuant to Government Code Section 54956.8

***The Board adjourned to closed session at 10:25 a.m. and after a brief recess the Board convened in closed session at 10:30 a.m. The Board came out of the closed session at 11:10 a.m. and Legal Counsel announced that the Board had taken up the matters agendized for the closed session (Anticipated Litigation and Real Property Negotiation), received information and no reportable action was taken.***

**34. ADJOURNMENT**

*There being no further business to come before the Board, the President adjourned the meeting at 11:10 a.m. The next Regular Meeting will be held at 9:00 a.m., Thursday, January 30, 2019 or an alternate acceptable date, in the Board Room of the District Office, 3945 Rio Road, Carmel, CA 93923.*

***As Reported To:***

\_\_\_\_\_  
***Domine Barringer, Secretary to the Board***

***APPROVED:***

\_\_\_\_\_  
***Ken White, President***



**CARMEL AREA WASTEWATER DISTRICT (CAWD)  
SALARY & BENEFITS COMMITTEE MINUTES  
December 19, 2019**

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**CALL TO ORDER - ROLL CALL** The meeting was called to order at 10:00 a.m.

**Present:** President Ken White, Committee member; Director Michael Rachel, Committee member

**Absent:** none

**Others:** Barbara Buikema, General Manager, Carmel Area Wastewater District (CAWD)

**OPENING SESSION**

**1. Appearances/Public Comments:**  
None

**2. Agenda Changes:**  
There were no agenda changes.

The Committee convened to closed session at 10:03 a.m.

**CLOSED SESSION**

**3.** The Committee discussed the Employee Proposal and gave instruction to the General Manager to respond to Employee Negotiators.

**ADJOURNMENT**

*There being no further business to come before the Committee, the meeting was adjourned at 10:30 a.m. The next Regular Meeting will be held at 9:00 a.m., Thursday, January 30, 2020 or an alternate, acceptable date, in the Board Room of the District Office, 3945 Rio Road, Carmel, CA 93923.*

***As Reported To:***

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***Kristina Pacheco, Secretary to the Board***

**APPROVED:**

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***Ken White, President***



## HAYASHI | WAYLAND

### INDEPENDENT ACCOUNTANTS' REPORT

December 18, 2019

To the Board of Directors  
Carmel Area Wastewater District

We have performed the procedures enumerated below, which were agreed to by Carmel Area Wastewater District (CAWD), solely to assist you in connection with a determination as to whether there were differences in the Company's recorded cash disbursements and recorded cash receipts for the month of November 2019. CAWD is responsible for its cash disbursements and cash receipts records. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

We have completed our review of your bank reconciliation for the Union Bank O&M account, the Union Bank payroll account and the Monterey County Sweep account. This service is limited in scope and is neither designed nor intended to deter or discover fraud, embezzlements or any other irregularities.

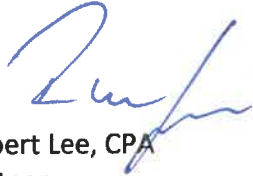
The procedures we performed and the associated findings are as follows:

- (1) We reviewed individual checks (or electronic images of individual checks or substitute checks). This procedure did not reveal any differences.
- (2) We examined the signatures on each check and compared them to a copy of the signature card on file with your bank to determine if the correct authorized people have signed the checks (we are not handwriting or forgery experts). This procedure did not reveal any differences.
- (3) We examined the payee on the check and matched it to the payee name appearing in your cash disbursements journal. This procedure did not reveal any differences.
- (4) We matched interbank account transfers. This procedure did not reveal any differences.



We were not engaged to and did not conduct an audit, the objective of which would be the expression of an opinion on the cash disbursements records or cash receipts records, accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the Board of Directors of Carmel Area Wastewater District, and is not intended to be and should not be used by anyone other than these specified parties.



Robert Lee, CPA  
Partner  
Hayashi Wayland

Cc: Mr. Ken White, President





## HAYASHI | WAYLAND

### INDEPENDENT ACCOUNTANTS' REPORT

January 27, 2020

To the Board of Directors  
Carmel Area Wastewater District

We have performed the procedures enumerated below, which were agreed to by Carmel Area Wastewater District (CAWD), solely to assist you in connection with a determination as to whether there were differences in the Company's recorded cash disbursements and recorded cash receipts for the month of December 2019. CAWD is responsible for its cash disbursements and cash receipts records. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

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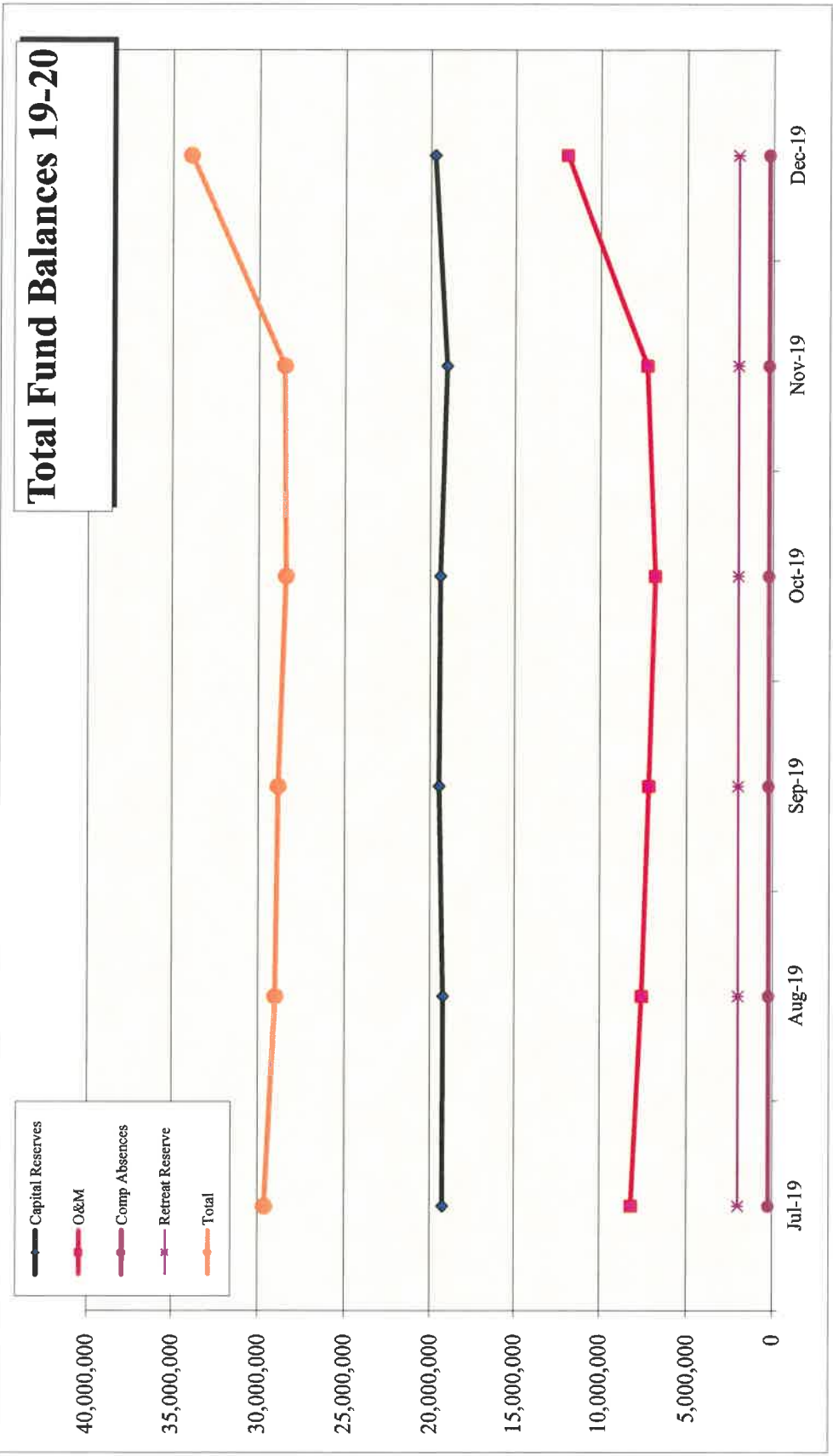
Robert Lee, CPA  
Partner  
Hayashi Wayland

Cc: Mr. Ken White, President



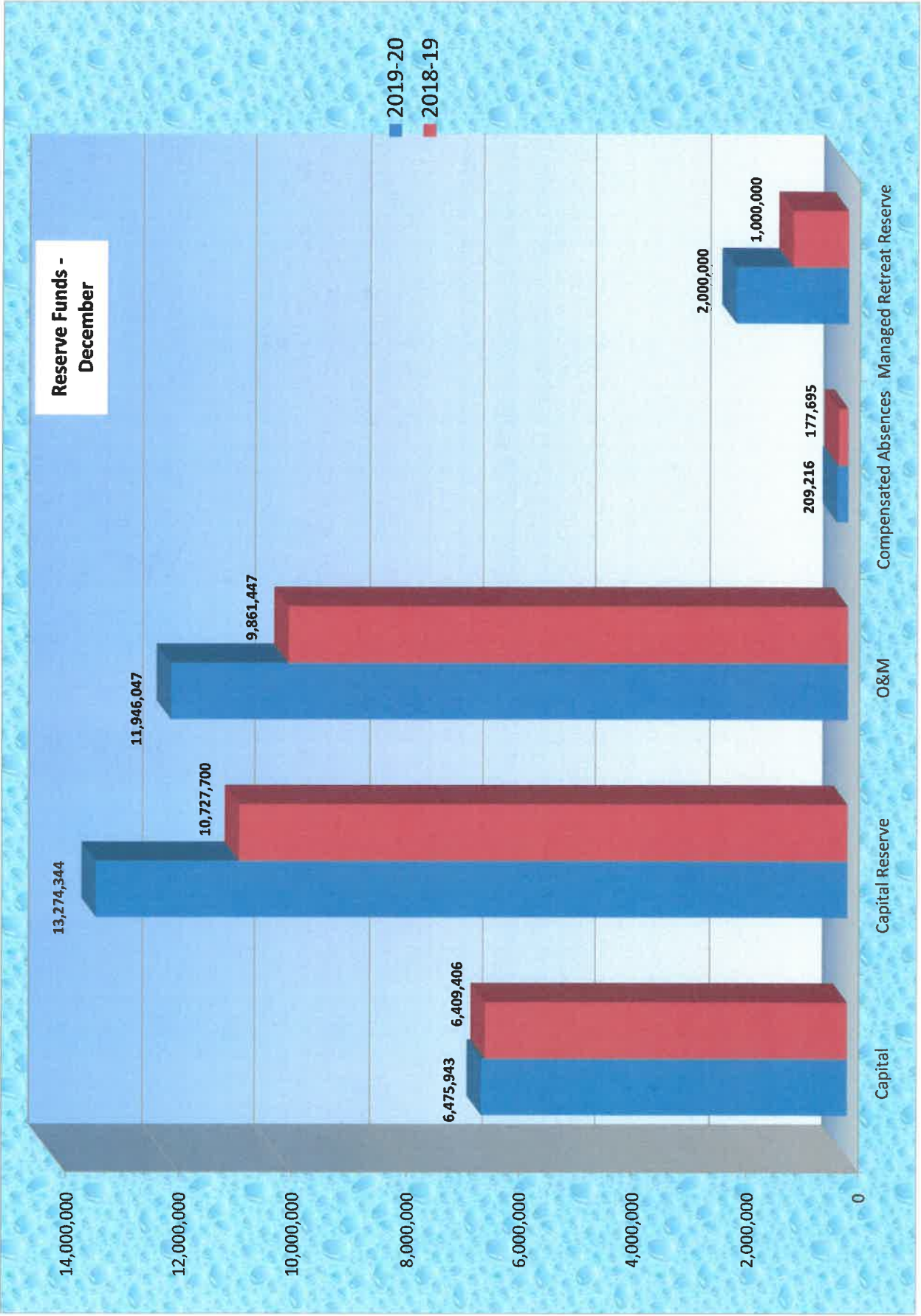
**Carmel Area Wastewater District  
Schedule of Cash Receipts and Disbursements - DECEMBER 2019**

	Capital Fund		Capital Improvement Reserve		General O & M Fund		Compensated Accruals Reserve		Defend or Managed Retreat Reserve		COUNTY Total Fund Balance		Union Bank Bank O & M Balance		Union Bank Bank PR Balance		L.A.I.F. Balance		
		\$		\$		\$		\$		\$		\$		\$		\$		\$	
<b>Receipts:</b>																			
Property Taxes																			
PBCSD Treatment Fees																			
Reclamation O & M reimbursement																			
Reclamation capital billing																			
Permits																			
PBCSD capital billing																			
Other misc. revenue																			
Interest income																			
Connection Fees																			
Plan Review																			
W/C audit refund																			
CCLEAN receipts																			
Pooled liability dividend																			
September Ranch deposits																			
<b>Total Receipts</b>		0		1,119,698		4,877,993		0		0		5,997,691		354,966		1		0	
<b>Fund Transfers:</b>																			
Transfers to Union Bank O&M		(388,721)				(211,279)													
Transfers to Union Bank PR																			
Transfer to Defend or Managed Retreat Fund																			
Intra-fund transfers for capital expenditures																			
Rebalance Capital and O&M Reserves																			
<b>Total Transfers</b>		(388,721)		0		(211,279)		0		0		(600,000)		368,000		232,000		0	
<b>Disbursements:</b>																			
Operations and capital																			
Payroll & payroll taxes																			
Employee Dental reimbursements																			
CALPERS EFT																			
CAWD SAM pension EFT																			
CAWD pension loans EFT																			
Home Depot EFT																			
US Bank EFT																			
Deferred comp contributions EFT																			
PEHP contributions EFT																			
Bank/ADP fees																			
Highlands Bond Debt Service Payment																			
Annual County admin billing fee																			
Unfunded CALPERS liability																			
Void deposit check-NSF																			
<b>Total Disbursements</b>		0		0		0		0		0		0		714,076		233,560		0	
<b>BALANCE BEGINNING OF MONTH</b>		\$6,864,664		\$12,154,645		\$7,279,333		\$209,216		\$2,000,000		\$28,507,858		\$407,544		\$120,682		\$1,172,188	
<b>BALANCE END OF MONTH</b>		6,475,943		13,274,344		11,946,047		209,216		2,000,000		33,905,549		416,435		119,124		1,172,188	



*Capital Reserve + O&M + O&M Reserve + Compensated Absences Reserve = Total Fund held in County*





**Carmel Area Wastewater District**  
**Disbursements**  
**Dec-19**

<b>Date</b>	<b>Check</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
12/02/19	34404	Allied Fluid Products	Blind flanges and adapter	807.97
12/02/19	34405	American Fidelity Assurance Company	Flex accounts	106.92
12/02/19	34406	AT&T Mobility	Cell service	624.07
12/02/19	34407	Burleson Consulting	Perimeter tree planting project bird survey (CAPITAL)	1,432.12
12/02/19	34408	California Chamber of Commerce	Annual dues	649.00
12/02/19	34409	Carol C. Bergere TR	User fee refund for vacant lot	825.78
12/02/19	34410	Cintas Corporation	Laundry service	315.81
12/02/19	34411	Clark Pest Control	Service at Plant	273.00
12/02/19	34412	Culligan Water	C&I exchange service for the lab	17.35
12/02/19	34413	Datco Services Corporation	Quarterly employee testing fees	175.50
12/02/19	34414	Davner Construction & Engineering	Critical Process Flood Adaptations Project site visit, create bids and drawings (CAPITAL)	2,400.00
12/02/19	34415	Del Monte Gardeners	Tree trimming at the admin office and Mission Trail	2,500.00
12/02/19	34416	Direct TV	Monthly service	80.99
12/02/19	34417	Exceedio	Annual warranty for LIMS server at the lab	322.62
12/02/19	34418	Fastenal Company	Operating supplies	1,643.10
12/02/19	34419	Ferguson Enterprises Inc. #1423	Gate valve wheel and flange	558.52
12/02/19	34420	Ferguson Enterprises LLC #686	Blind flanges	193.88
12/02/19	34421	Frisch Engineering	Pump Station SCADA Project (CAPITAL)	8,050.00
12/02/19	34422	Got.Net	Domain parking	24.20
12/02/19	34423	Granger	Impact socket adapter	32.09
12/02/19	34424	Greg D'Ambrosio	Dental	757.60
12/02/19	34425	Inductive Automation	SCADA design consulting (CAPITAL)	420.00
12/02/19	34426	Keenan & Associates	Health insurance	24,949.70
12/02/19	34427	Kemira Water Solutions	Ferric chloride	3,932.72
12/02/19	34428	Marcello & Company	Final audit fee payment	6,650.00
12/02/19	34429	McCabe & Company	Coastal Commission consulting	8,000.00
12/02/19	34430	MetLife-Group Benefits	Life insurance	1,027.74
12/02/19	34431	Michael Rachel	Dental	270.00
12/02/19	34432	Mission Communications	5-amp batteries	223.00
12/02/19	34433	MNS Engineers	Hatton Canyon Access Road Project design and project management (CAPITAL)	32,542.50
12/02/19	34434	Monterey Peninsula Engineering	Monte Verde and 2nd Avenue sewer line replacement (CAPITAL)	100,657.13
12/02/19	34435	Monterey Peninsula Regional Parks Dist.	User fee refund for corrected calculation	7,318.39
12/02/19	34436	Monterey Auto Supply	Vehicle parts	487.86
12/02/19	34437	Municipal Maintenance Equipment	3-stage fan assembly installed on the old Vacon truck (CAPITAL)	25,002.17
12/02/19	34438	Office Team	Admin temp service	524.86
12/02/19	34439	Paul Cockrell Photography	Plant and admin photos for the website	3,581.08
12/02/19	34440	Siemens Industry	Magnetic flow meter	718.69
12/02/19	34441	Smitty's Janitorial	Monthly service	1,110.00
12/02/19	34442	SWRCB-ELAP Fees	Annual Environmental Laboratory Accreditation Program certificates fees	2,665.50
12/02/19	34443	Turf Image	Geospatial consulting and cartography, mapping for CAWD trails	400.00
12/02/19	34444	Unum Life Ins.	Long-term disability insurance	1,971.91
12/02/19	34445	Vallen Distributions	Chlorine gas cylinder	422.53
12/02/19	34446	Vision Service Plan	Vision insurance	595.35
12/02/19	34447	Wayside Garage	Service for 2009 Chevy Silverado, 2007 Ford F-250 and 1996 GMC Sonoma	7,583.91
12/02/19	34448	Wellington Law Offices	Legal services	6,315.00
12/16/19	34449	American Fidelity Assurance Company	Flex accounts	106.92

**Carmel Area Wastewater District**  
**Disbursements**  
**Dec-19**

Date	Check	Vendor	Description	Amount
12/16/19	34450	American Fidelity Assurance	Monthly employee Sec 125 plan insurance billing	1,175.52
12/16/19	34451	Armbruster Goldsmith & Delvac LLP	Legal services - Coastal Commission re: Sea Level Rise	157.25
12/16/19	34452	AT&T CALNET 3	Various phone lines for devices	1,141.37
12/16/19	34453	Bryan Mailey Electric	Install VFD, repair DAFT sensor, new conduit to headworks, influent and operations basement	3,777.50
12/16/19	34454	Carmel Marina Corporation	Admin garbage and Plant rolloffs	1,022.89
12/16/19	34455	CAWD/PBCSD Reclamation Project	Reimbursement for tertiary lab PG&E	612.30
12/16/19	34456	Christian Schmidt	Dental	206.83
12/16/19	34457	Cintas Corporation	Laundry service	1,052.13
12/16/19	34458	Clark Pest Control	Plant service	273.00
12/16/19	34459	Comcast	Pump stations internet	107.47
12/16/19	34460	Daryl Lauer	Dental	460.00
12/16/19	34461	Domine Barringer	Vision copy	40.00
12/16/19	34462	Edges Electrical	Electrical parts	462.17
12/16/19	34463	El Camino Machine & Welding	250lb steel plate	218.19
12/16/19	34464	Exceedio	Tablet for Collections	1,066.06
12/16/19	34465	Fanny Mui	Vision copy and dental	305.00
12/16/19	34466	Fastenal Company	Operating supplies	1,873.26
12/16/19	34467	Grainger	Operating supplies (CAPITAL \$212.67)	258.41
12/16/19	34468	Granite Rock Company	Base rock	209.06
12/16/19	34469	Greg D'Ambrosio	Dental	130.00
12/16/19	34470	Greeley and Hansen	Engineering services to develop and validate water pollution control	8,043.00
12/16/19	34471	GSO	Overnight shipping of final effluent samples	89.94
12/16/19	34472	Hall Landscape Design	Perimeter tree planting project mobilization and planning (CAPITAL)	1,465.00
12/16/19	34473	Hayashi & Wayland Accounting	Bank reconciliations oversight	300.00
12/16/19	34474	ICON Cloud Solutions	Monthly telephone service	582.03
12/16/19	34475	Idexx Laboratories	Lab supplies	9,976.99
12/16/19	34476	James Grover	Dental	140.00
12/16/19	34477	Karla Cristi	Reimbursement for admin office poinsettia's	121.72
12/16/19	34478	Kennedy/Jenks Consultants	Management and design for the Rio Road Lining Project (CAPITAL)	7,398.75
12/16/19	34479	Lemos Service Inc.	Tire repair and fuel cap	40.76
12/16/19	34480	Liberty Composting	Sludge hauling	11,417.64
12/16/19	34481	McMaster-Carr	Operating supplies	536.92
12/16/19	34482	Monterey Auto Supply	Battery charger and cables, fuel and oil filters	323.19
12/16/19	34483	Nicolay Consulting Group	GASB 68 calculations for audit, funding calculations for old pension plan	4,045.75
12/16/19	34484	Office Team	Admin temp service	68.46
12/16/19	34485	Ovivo USA, LLC	Aluminum scum scraper and parts	2,544.52
12/16/19	34486	Peninsula Welding & Medical Supply	Non-liquid cylinders and nitrogen	134.50
12/16/19	34487	Pure Water	Monthly service	103.00
12/16/19	34488	Quill LLC	Office supplies	228.39
12/16/19	34489	Quinn Company	Oil coolant kits	35.00
12/16/19	34490	Robert Siegfried	Dental	305.00
12/16/19	34491	Scarborough Lumber (Ace Hardware)	Keys and key rings	32.89
12/16/19	34492	Sigma-Aldrich	Lab supplies	245.11
12/16/19	34493	Solenis LLC	Praestol K 144	12,894.13
12/16/19	34494	Stamp/Erickson	Legal fees on the Eco-Barrier issue and CRFree Consultation	2,437.50
12/16/19	34495	Streamline	Website maintenance	400.00

**Carmel Area Wastewater District**  
**Disbursements**  
**Dec-19**

<b>Date</b>	<b>Check</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
12/16/19	34496	Technical Systems	7 lift station control panels ( <b>CAPITAL</b> )	178,622.00
12/16/19	34497	Thermo Fisher Scientific	Thermo pump and gauge	804.08
12/16/19	34498	Toro Petroleum	Auxiliary fuel tank and pump	3,649.49
12/16/19	34499	Town & Country Gardening	Monthly service	610.00
12/16/19	34500	Univar USA	Sodium hypochlorite	7,714.98
12/16/19	34501	Wayside Garage	Service for the admin Hyundai	343.71
12/20/19	34502	Allied Fluid Products	Kanaline hose with camlocks	2,294.78
12/20/19	34503	American Fidelity Assurance Company	Flex accounts	106.92
12/20/19	34504	Applied Marine Sciences	CCLEAN expenses	19,151.82
12/20/19	34505	AT&T	Admin alarm line	183.97
12/20/19	34506	Barbara Buikema	Dental	221.00
12/20/19	34507	Bryan Mailey Electric	Collection and Plant projects	10,150.00
12/20/19	34508	Cal-Am Water	Monthly service	607.22
12/20/19	34509	Cintas Corporation	Laundry service	320.21
12/20/19	34510	Clear Technologies	Iron sponge media	4,727.34
12/20/19	34511	Comcast	Pump stations internet	108.16
12/20/19	34512	County of Mo. Sheriff's Office Alarm Unit	Annual alarm permit	30.00
12/20/19	34513	Davner Construction & Engineering	Install precast manhole ( <b>CAPITAL</b> )	9,570.00
12/20/19	34514	Del Monte Gardeners	Remove damaged tree from admin. Building	1,500.00
12/20/19	34515	Edges Electrical	Electrical parts	2,362.05
12/20/19	34516	Edward Waggoner	Vision copays	40.00
12/20/19	34517	GLS US	Shipping costs for final effluent resamples	84.88
12/20/19	34518	Gregory Ange	Dental	231.00
12/20/19	34519	ICONIX Waterworks	Conceal butyl sealant boxes ( <b>CAPITAL</b> )	134.69
12/20/19	34520	Kennedy/Jenks Consultants	WWTP Phase II design ( <b>CAPITAL</b> )	11,506.25
12/20/19	34521	Kristina Pacheco	Reimbursement for Brown Act manual and Board Members Handbook	20.00
12/20/19	34522	Michael Rachel	Dental	182.00
12/20/19	34523	MNS Engineers	Upper Rancho Canada Pipe Relocation Project management, design, boundary trace and utility research ( <b>CAPITAL</b> )	9,307.50
12/20/19	34524	Monterey Auto Supply	Oil, oil filters and antifreeze	398.65
12/20/19	34525	Patelco Credit Union	Health savings accounts contributions	4,928.54
12/20/19	34526	Petty Cash	Replenish petty cash for board meeting food and office supplies	187.08
12/20/19	34527	<b>OVERFLOW STUB</b>		0.00
12/20/19	34528	Pacific Gas & Electric	Monthly service	36,036.31
12/20/19	34529	Public Agency Coalition Enterprise (PACE)	Health insurance	29,018.13
12/20/19	34530	Quill LLC	Office supplies	703.56
12/20/19	34531	Thermo Fisher Scientific	Connection tubing	36.43
12/20/19	34532	Univar USA	Sodium bisulfate	5,977.13
12/20/19	34533	Wellington Law Offices	Legal services	3,485.00
				<b>683,080.96</b>

**CAWD/PBCSD Reclamation Project**  
**Disbursements**  
**Dec-19**

<b>Date</b>	<b>Check</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
12/02/19	8635	Allied Fluid Products	Parts for Filter System and MF Feed Pipe projects (CAPITAL)	1,288.29
12/02/19	8636	Brenntag Pacific	Ammonium hydroxide and citric acid	5,849.74
12/02/19	8637	Endress+Hauser, Inc.	Three level probes	6,183.43
12/02/19	8638	Exceedio	Two year warranty on the LIMS lab server	322.61
12/02/19	8639	Fastenal Company	MF Feed Pipe parts (CAPITAL)	274.99
12/02/19	8640	Ferguson Enterprises	MF Feed Pipe parts (CAPITAL)	221.67
12/02/19	8641	Marcello & Company	Final audit fee payment	6,650.00
12/02/19	8642	McCabe & Company	Coastal Commission consulting	2,000.00
12/02/19	8643	Pebble Beach Company	Bond principal and interest, letter of credit fees current and past and project rep costs	520,503.93
12/02/19	8644	SWRCB-ELAP Fees	Annual Environmental Laboratory Accreditation Program certificates fee	2,665.50
12/02/19	8645	Thermo Electron North America LLC	Acid eluent generator cartridge and trap column	2,499.71
12/02/19	8646	Wellington Law Offices	Legal services	36.00
12/13/19	8647	Armbruster Goldsmith & Delvac LLP	Legal fees for Coastal Commission re: Sea Level Rise	39.31
12/13/19	8648	Beecher Engineering	MF/RO and Tertiary Standby Power Pre-Design	2,600.00
12/13/19	8649	Brenntag Pacific	Ammonium hydroxide	3,658.22
12/13/19	8650	Bryan Mailey	VFD failure on pump and sound barrier project (CAPITAL \$1,120.00)	3,360.00
12/13/19	8651	CAWD	O&M, aeration and secondary PG&E reimbursements	73,143.61
12/13/19	8652	Edges Electrical	Power distributor block	265.00
12/13/19	8653	Fastenal Company	Safety gloves and glasses	35.53
12/13/19	8654	Pebble Beach Company	Bond principal and interest, letter of credit fees current and past and project rep costs	255,642.79
12/13/19	8655	PBCSD	O&M and capital billings (CAPITAL \$62,270.78)	100,162.37
12/13/19	8656	Trussell Technologies	MF/RO Ops Support project	1,673.75
12/17/19	8657	Hydranautics Nitto Group Company	221 RO elements and replacement parts	123,379.33
12/20/19	8658	Allied Fluid Products	Kanaline hose with camlocks (CAPITAL)	2,808.08
12/20/19	8659	Brenntag Pacific	Citric acid	2,521.23
12/20/19	8660	Bryan Mailey	Repair P932 pump VFD	490.00
12/20/19	8661	Cal-Am Water	Monthly service	1,663.32
12/20/19	8662	Pacific Gas & Electric	Tertiary and MF/RO	33,366.04
12/20/19	8663	Sigma-Aldrich	Lab supplies	112.17
12/20/19	8664	S&P Global Ratings	Annual surveillance fee for the COP's	3,500.00
12/20/19	8665	Thatcher Company	Sulfuric acid	6,608.63
12/20/19	8666	Trussell Technologies	MF/RO Ops Support project	636.25
				<b>1,164,161.50</b>



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**Financial Statements  
and  
Supplementary Schedules**

**December 2019**

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January 30, 2020

# *Carmel Area Wastewater District*

## *Balance Sheet*

December 2019

ASSETS		
Current Assets		
Cash		
Cash	35,613,295.71	
TOTAL Cash	35,613,295.71	
Other Current Assets		
Other Current Assets	293,642.92	
TOTAL Other Current Assets	293,642.92	
TOTAL Current Assets		35,906,938.63
Fixed Assets		
Land		
Land	308,059.76	
TOTAL Land	308,059.76	
Treatment Structures		
Treatment Structures	70,049,164.20	
TOTAL Treatment Structures	70,049,164.20	
Treatment Equipment		
Treatment Equipment	7,892,004.35	
TOTAL Treatment Equipment	7,892,004.35	
Collection Structures		
Collection Structures	1,040,749.41	
TOTAL Collection Structures	1,040,749.41	
Collection Equipment		
Collection Equipment	949,252.97	
TOTAL Collection Equipment	949,252.97	
Sewers		
		11,119,419.83
Disposal Facilities		
Disposal Facilities	1,352,472.64	
TOTAL Disposal Facilities	1,352,472.64	
Other Fixed Assets		
Other Fixed Assets	4,256,215.86	
TOTAL Other Fixed Assets	4,256,215.86	
Capital Improvement Projects		
Capital Improvement Projects	2,879,969.16	
TOTAL Capital Improvement Projects	2,879,969.16	
Accumulated depreciation		
		(48,548,769.63)
TOTAL Fixed Assets		51,298,538.55
Other Assets		
Other Assets	615,708.00	
TOTAL Other Assets		615,708.00
TOTAL ASSETS		87,821,185.18

# *Carmel Area Wastewater District*

## *Balance Sheet*

December 2019

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LIABILITIES			
Current Liabilities			
Current Liabilities	539,869.17		
TOTAL Current Liabilities	<u>539,869.17</u>		539,869.17
Long-Term Liabilities			
Long Term Liabilities	1,071,976.87		
TOTAL Long-Term Liabilities	<u>1,071,976.87</u>		<u>1,071,976.87</u>
TOTAL LIABILITIES			<u>1,611,846.04</u>
NET POSITION			
Net Assets	82,222,714.86		
Year-to-Date Earnings	3,986,624.28		
TOTAL NET POSITION			<u>86,209,339.14</u>
TOTAL LIABILITIES & NET POSITION			<u>87,821,185.18</u>



***Carmel Area Wastewater District***  
***Budgeted Income Statement***  
*Year-to-Date Variance, December 2019 - current month, Consolidated by account*

	<i>6 Months Ended December 31, 2019</i>	<i>6 Months Ended December 31, 2019 Budget</i>	<i>Variance Fav/&lt;Unf&gt;</i>	<i>% Var</i>
Income				
Revenue	5,917,862.49	5,671,855.46	246,007.03	4.3 %
TOTAL Income	<u>5,917,862.49</u>	<u>5,671,855.46</u>	<u>246,007.03</u>	4.3 %
Adjustments				
Discounts	695.19	0.00	695.19	
TOTAL Adjustments	<u>695.19</u>	<u>0.00</u>	<u>695.19</u>	
*****	<u>5,918,557.68</u>	<u>5,671,855.46</u>	<u>246,702.22</u>	4.3 %
***** OPERATING INCOME	<u>5,918,557.68</u>	<u>5,671,855.46</u>	<u>246,702.22</u>	4.3 %
Operating Expenses				
Salaries and Payroll Taxes				
Salaries and Payroll Taxes	1,628,022.47	1,593,461.02	(34,561.45)	-2.2 %
Payroll taxes	99.31	49.98	(49.33)	-98.7 %
TOTAL Salaries and Payroll Taxes	<u>1,628,121.78</u>	<u>1,593,511.00</u>	<u>(34,610.78)</u>	-2.2 %
Employee Benefits				
Employee Benefits	325,661.20	469,713.42	144,052.22	30.7 %
TOTAL Employee Benefits	<u>325,661.20</u>	<u>469,713.42</u>	<u>144,052.22</u>	30.7 %
Director's Expenses				
Director's Expenses	15,435.69	14,774.94	(660.75)	-4.5 %
Medical exam/flu shots	77.33	0.00	(77.33)	
TOTAL Director's Expenses	<u>15,513.02</u>	<u>14,774.94</u>	<u>(738.08)</u>	-5.0 %
Truck and Auto Expenses				
Truck and Auto Expenses	30,462.99	39,015.14	8,552.15	21.9 %
TOTAL Truck and Auto Expenses	<u>30,462.99</u>	<u>39,015.14</u>	<u>8,552.15</u>	21.9 %
General and Administrative				
General and Administrative	186,678.37	472,130.00	285,451.63	60.5 %
Public outreach & promotion	1,792.81	0.00	(1,792.81)	
TOTAL General and Administrative	<u>188,471.18</u>	<u>472,130.00</u>	<u>283,658.82</u>	60.1 %
Office Expense				
Office Expense	41,386.36	25,100.12	(16,286.24)	-64.9 %
TOTAL Office Expense	<u>41,386.36</u>	<u>25,100.12</u>	<u>(16,286.24)</u>	-64.9 %
Operating Supplies				
Operating Supplies	178,803.33	191,327.40	12,524.07	6.5 %
TOTAL Operating Supplies	<u>178,803.33</u>	<u>191,327.40</u>	<u>12,524.07</u>	6.5 %
Contract Services				

**Carmel Area Wastewater District**  
**Budgeted Income Statement**  
*Year-to-Date Variance, December 2019 - current month, Consolidated by account*

	<i>6 Months Ended December 31, 2019</i>	<i>6 Months Ended December 31, 2019 Budget</i>	<i>Variance Fav/&lt;Unf&gt;</i>	<i>% Var</i>
Contract Services	438,466.04	676,900.04	238,434.00	35.2 %
TOTAL Contract Services	438,466.04	676,900.04	238,434.00	35.2 %
Repairs and Maintenance				
Repairs and Maintenance	153,563.15	383,149.88	229,586.73	59.9 %
TOTAL Repairs and Maintenance	153,563.15	383,149.88	229,586.73	59.9 %
Utilities				
Utilities	187,397.48	228,602.52	41,205.04	18.0 %
TOTAL Utilities	187,397.48	228,602.52	41,205.04	18.0 %
Travel and Meetings				
Travel and Meetings	35,696.21	42,670.48	6,974.27	16.3 %
TOTAL Travel and Meetings	35,696.21	42,670.48	6,974.27	16.3 %
Permits and Fees				
Permits and Fees	58,874.75	75,642.00	16,767.25	22.2 %
TOTAL Permits and Fees	58,874.75	75,642.00	16,767.25	22.2 %
Memberships and Subscriptions				
Memberships and Subscriptions	3,290.56	21,330.06	18,039.50	84.6 %
TOTAL Memberships and Subscriptions	3,290.56	21,330.06	18,039.50	84.6 %
Safety				
Safety	27,366.47	35,527.54	8,161.07	23.0 %
TOTAL Safety	27,366.47	35,527.54	8,161.07	23.0 %
Other Expenses				
Other Expense	10,867.74	18,455.04	7,587.30	41.1 %
TOTAL Other Expenses	10,867.74	18,455.04	7,587.30	41.1 %
TOTAL Operating Expenses	3,323,942.26	4,287,849.58	963,907.32	22.5 %
***** OPERATING INCOME (LOSS)	2,594,615.42	1,384,005.88	1,210,609.54	87.5 %
Non-op Income, Expense, Gain or Loss				
Other Income or Gain				
Other Income, Gain, Expense and Loss	1,392,008.86	1,195,832.00	196,176.86	16.4 %
TOTAL Other Income or Gain	1,392,008.86	1,195,832.00	196,176.86	16.4 %
TOTAL Non-op Income, Expense, Gain or Loss	1,392,008.86	1,195,832.00	196,176.86	16.4 %
***** NET INCOME (LOSS)	3,986,624.28	2,579,837.88	1,406,786.40	54.5 %

**Carmel Area Wastewater District**  
**Operating Expenses-Maintenance Plant**  
*Year-to-Date Variance, December 2019 - current month, Consolidated by  
account, Department 4*

	<i>6 Months Ended December 31, 2019</i>	<i>6 Months Ended December 31, 2019 Budget</i>	<i>Variance Fav/&lt;Unf&gt;</i>	<i>% Var</i>
*****	0.00	0.00	0.00	
***** OPERATING INCOME	0.00	0.00	0.00	
Operating Expenses				
Salaries and Payroll Taxes				
Salaries and Payroll Taxes	222,861.30	272,360.47	49,499.17	18.2 %
TOTAL Salaries and Payroll Taxes	222,861.30	272,360.47	49,499.17	18.2 %
Employee Benefits				
Employee Benefits	59,944.81	79,254.96	19,310.15	24.4 %
TOTAL Employee Benefits	59,944.81	79,254.96	19,310.15	24.4 %
Truck and Auto Expenses				
Truck and Auto Expenses	970.21	6,220.08	5,249.87	84.4 %
TOTAL Truck and Auto Expenses	970.21	6,220.08	5,249.87	84.4 %
General and Administrative				
General and Administrative	720.95	0.00	(720.95)	
TOTAL General and Administrative	720.95	0.00	(720.95)	
Office Expense				
Office Expense	10,812.44	1,849.98	(8,962.46)	-484.5 %
TOTAL Office Expense	10,812.44	1,849.98	(8,962.46)	-484.5 %
Operating Supplies				
Operating Supplies	24,027.61	32,999.94	8,972.33	27.2 %
TOTAL Operating Supplies	24,027.61	32,999.94	8,972.33	27.2 %
Contract Services				
Contract Services	85,408.28	246,799.98	161,391.70	65.4 %
TOTAL Contract Services	85,408.28	246,799.98	161,391.70	65.4 %
Repairs and Maintenance				
Repairs and Maintenance	71,241.28	198,999.96	127,758.68	64.2 %
TOTAL Repairs and Maintenance	71,241.28	198,999.96	127,758.68	64.2 %
Utilities				
Utilities	1,829.30	1,050.00	(779.30)	-74.2 %
TOTAL Utilities	1,829.30	1,050.00	(779.30)	-74.2 %
Travel and Meetings				
Travel and Meetings	4,149.00	7,199.96	3,050.96	42.4 %

***Carmel Area Wastewater District***  
***Operating Expenses-Maintenance Plant***  
***Year-to-Date Variance, December 2019 - current month, Consolidated by***  
***account, Department 4***

	<i>6 Months Ended December 31, 2019</i>	<i>6 Months Ended December 31, 2019 Budget</i>	<i>Variance Fav/&lt;Unf&gt;</i>	<i>% Var</i>
TOTAL Travel and Meetings	4,149.00	7,199.96	3,050.96	42.4 %
Permits and Fees				
<i>Permits and Fees</i>	4,695.25	0.00	(4,695.25)	
TOTAL Permits and Fees	4,695.25	0.00	(4,695.25)	
Memberships and Subscriptions				
<i>Memberships and Subscriptions</i>	676.00	1,180.02	504.02	42.7 %
TOTAL Memberships and Subscriptions	676.00	1,180.02	504.02	42.7 %
Safety				
<i>Safety</i>	17,953.53	26,700.06	8,746.53	32.8 %
TOTAL Safety	17,953.53	26,700.06	8,746.53	32.8 %
TOTAL Operating Expenses	505,289.96	874,615.41	369,325.45	42.2 %
***** OPERATING INCOME (LOSS)	(505,289.96)	(874,615.41)	369,325.45	42.2 %
***** NET INCOME (LOSS)	(505,289.96)	(874,615.41)	369,325.45	42.2 %
***** NET INCOME (LOSS)	(505,289.96)	(874,615.41)	369,325.45	42.2 %

**Carmel Area Wastewater District**  
**Operating Expenses-Collections**  
*Year-to-Date Variance, December 2019 - current month, Consolidated by  
account, Department 5*

	<i>6 Months Ended December 31, 2019</i>	<i>6 Months Ended December 31, 2019 Budget</i>	<i>Variance Fav/&lt;Unf&gt;</i>	<i>% Var</i>
*****	0.00	0.00	0.00	
***** OPERATING INCOME	0.00	0.00	0.00	
Operating Expenses				
Salaries and Payroll Taxes				
Salaries and Payroll Taxes	280,475.45	257,447.52	(23,027.93)	-8.9 %
TOTAL Salaries and Payroll Taxes	280,475.45	257,447.52	(23,027.93)	-8.9 %
Employee Benefits				
Employee Benefits	86,669.05	99,025.01	12,355.96	12.5 %
TOTAL Employee Benefits	86,669.05	99,025.01	12,355.96	12.5 %
Truck and Auto Expenses				
Truck and Auto Expenses	27,219.28	30,010.02	2,790.74	9.3 %
TOTAL Truck and Auto Expenses	27,219.28	30,010.02	2,790.74	9.3 %
General and Administrative				
General and Administrative	35,821.46	113,500.00	77,678.54	68.4 %
TOTAL General and Administrative	35,821.46	113,500.00	77,678.54	68.4 %
Office Expense				
Office Expense	4,568.84	5,900.10	1,331.26	22.6 %
TOTAL Office Expense	4,568.84	5,900.10	1,331.26	22.6 %
Operating Supplies				
Operating Supplies	19,930.16	10,500.00	(9,430.16)	-89.8 %
TOTAL Operating Supplies	19,930.16	10,500.00	(9,430.16)	-89.8 %
Contract Services				
Contract Services	97,556.75	134,075.04	36,518.29	27.2 %
TOTAL Contract Services	97,556.75	134,075.04	36,518.29	27.2 %
Repairs and Maintenance				
Repairs and Maintenance	44,978.42	138,249.98	93,271.56	67.5 %
TOTAL Repairs and Maintenance	44,978.42	138,249.98	93,271.56	67.5 %
Utilities				
Utilities	20,473.54	19,315.02	(1,158.52)	-6.0 %
TOTAL Utilities	20,473.54	19,315.02	(1,158.52)	-6.0 %
Travel and Meetings				
Travel and Meetings	11,758.68	9,452.46	(2,306.22)	-24.4 %

***Carmel Area Wastewater District***  
***Operating Expenses-Collections***  
*Year-to-Date Variance, December 2019 - current month, Consolidated by  
account, Department 5*

	<i>6 Months Ended December 31, 2019</i>	<i>6 Months Ended December 31, 2019 Budget</i>	<i>Variance Fav/&lt;Unf&gt;</i>	<i>% Var</i>
TOTAL Travel and Meetings	11,758.68	9,452.46	(2,306.22)	-24.4 %
Permits and Fees				
<i>Permits and Fees</i>	5,816.00	5,750.00	(66.00)	-1.1 %
TOTAL Permits and Fees	5,816.00	5,750.00	(66.00)	-1.1 %
Memberships and Subscriptions				
<i>Memberships and Subscriptions</i>	1,088.06	874.98	(213.08)	-24.4 %
TOTAL Memberships and Subscriptions	1,088.06	874.98	(213.08)	-24.4 %
Safety				
<i>Safety</i>	7,127.33	6,977.46	(149.87)	-2.1 %
TOTAL Safety	7,127.33	6,977.46	(149.87)	-2.1 %
Other Expenses				
<i>Other Expense</i>	156.00	100.02	(55.98)	-56.0 %
TOTAL Other Expenses	156.00	100.02	(55.98)	-56.0 %
TOTAL Operating Expenses	643,639.02	831,177.61	187,538.59	22.6 %
***** OPERATING INCOME (LOSS)	(643,639.02)	(831,177.61)	187,538.59	22.6 %
***** NET INCOME (LOSS)	(643,639.02)	(831,177.61)	187,538.59	22.6 %
***** NET INCOME (LOSS)	(643,639.02)	(831,177.61)	187,538.59	22.6 %

**Carmel Area Wastewater District**  
**Operating Expenses-Treatment**  
*Year-to-Date Variance, December 2019 - current month, Consolidated by  
account, Department 6*

	<i>6 Months Ended December 31, 2019</i>	<i>6 Months Ended December 31, 2019 Budget</i>	<i>Variance Fav/&lt;Unf&gt;</i>	<i>% Var</i>
*****	0.00	0.00	0.00	
***** OPERATING INCOME	0.00	0.00	0.00	
Operating Expenses				
Salaries and Payroll Taxes				
<i>Salaries and Payroll Taxes</i>	526,829.03	509,335.52	(17,493.51)	-3.4 %
TOTAL Salaries and Payroll Taxes	526,829.03	509,335.52	(17,493.51)	-3.4 %
Employee Benefits				
<i>Employee Benefits</i>	118,551.41	167,027.48	48,476.07	29.0 %
TOTAL Employee Benefits	118,551.41	167,027.48	48,476.07	29.0 %
Truck and Auto Expenses				
<i>Truck and Auto Expenses</i>	240.03	1,800.00	1,559.97	86.7 %
TOTAL Truck and Auto Expenses	240.03	1,800.00	1,559.97	86.7 %
General and Administrative				
<i>General and Administrative</i>	92,560.10	141,730.02	49,169.92	34.7 %
TOTAL General and Administrative	92,560.10	141,730.02	49,169.92	34.7 %
Office Expense				
<i>Office Expense</i>	8,136.10	8,500.02	363.92	4.3 %
TOTAL Office Expense	8,136.10	8,500.02	363.92	4.3 %
Operating Supplies				
<i>Operating Supplies</i>	128,593.74	140,577.48	11,983.74	8.5 %
TOTAL Operating Supplies	128,593.74	140,577.48	11,983.74	8.5 %
Contract Services				
<i>Contract Services</i>	206,928.15	179,820.02	(27,108.13)	-15.1 %
TOTAL Contract Services	206,928.15	179,820.02	(27,108.13)	-15.1 %
Repairs and Maintenance				
<i>Repairs and Maintenance</i>	28,859.21	41,499.96	12,640.75	30.5 %
TOTAL Repairs and Maintenance	28,859.21	41,499.96	12,640.75	30.5 %
Utilities				
<i>Utilities</i>	157,832.11	197,380.02	39,547.91	20.0 %
TOTAL Utilities	157,832.11	197,380.02	39,547.91	20.0 %
Travel and Meetings				
<i>Travel and Meetings</i>	13,790.37	15,318.06	1,527.69	10.0 %

***Carmel Area Wastewater District***  
***Operating Expenses-Treatment***  
***Year-to-Date Variance, December 2019 - current month, Consolidated by***  
***account, Department 6***

	<i>6 Months Ended December 31, 2019</i>	<i>6 Months Ended December 31, 2019 Budget</i>	<i>Variance Fav/&lt;Unf&gt;</i>	<i>% Var</i>
TOTAL Travel and Meetings	13,790.37	15,318.06	1,527.69	10.0 %
Permits and Fees				
<i>Permits and Fees</i>	28,971.50	43,500.00	14,528.50	33.4 %
TOTAL Permits and Fees	28,971.50	43,500.00	14,528.50	33.4 %
Memberships and Subscriptions				
<i>Memberships and Subscriptions</i>	802.50	2,600.04	1,797.54	69.1 %
TOTAL Memberships and Subscriptions	802.50	2,600.04	1,797.54	69.1 %
Safety				
<i>Safety</i>	1,595.53	0.00	(1,595.53)	
TOTAL Safety	1,595.53	0.00	(1,595.53)	
Other Expenses				
<i>Other Expense</i>	70.00	1,000.02	930.02	93.0 %
TOTAL Other Expenses	70.00	1,000.02	930.02	93.0 %
TOTAL Operating Expenses	1,313,759.78	1,450,088.64	136,328.86	9.4 %
***** OPERATING INCOME (LOSS)	(1,313,759.78)	(1,450,088.64)	136,328.86	9.4 %
***** NET INCOME (LOSS)	(1,313,759.78)	(1,450,088.64)	136,328.86	9.4 %
***** NET INCOME (LOSS)	(1,313,759.78)	(1,450,088.64)	136,328.86	9.4 %



***Carmel Area Wastewater District***  
***Operating Expenses-Administration***  
***Year-to-Date Variance, December 2019 - current month, Consolidated by***  
***account, Department 7***

	<i>6 Months Ended December 31, 2019</i>	<i>6 Months Ended December 31, 2019 Budget</i>	<i>Variance Fav/&lt;Unf&gt;</i>	<i>% Var</i>
*****	0.00	0.00	0.00	
***** OPERATING INCOME	0.00	0.00	0.00	
Operating Expenses				
Salaries and Payroll Taxes				
<i>Salaries and Payroll Taxes</i>	294,684.95	325,277.49	30,592.54	9.4 %
TOTAL Salaries and Payroll Taxes	294,684.95	325,277.49	30,592.54	9.4 %
Employee Benefits				
<i>Employee Benefits</i>	60,495.93	124,405.97	63,910.04	51.4 %
TOTAL Employee Benefits	60,495.93	124,405.97	63,910.04	51.4 %
Director's Expenses				
<i>Director's Expenses</i>	15,085.69	14,424.94	(660.75)	-4.6 %
Medical exam/flu shots	77.33	0.00	(77.33)	
TOTAL Director's Expenses	15,163.02	14,424.94	(738.08)	-5.1 %
Truck and Auto Expenses				
<i>Truck and Auto Expenses</i>	2,033.47	985.04	(1,048.43)	-106.4 %
TOTAL Truck and Auto Expenses	2,033.47	985.04	(1,048.43)	-106.4 %
General and Administrative				
<i>General and Administrative</i>	45,153.55	216,899.98	171,746.43	79.2 %
Public outreach & promotion	1,792.81	0.00	(1,792.81)	
TOTAL General and Administrative	46,946.36	216,899.98	169,953.62	78.4 %
Office Expense				
<i>Office Expense</i>	17,868.98	8,850.02	(9,018.96)	-101.9 %
TOTAL Office Expense	17,868.98	8,850.02	(9,018.96)	-101.9 %
Operating Supplies				
<i>Operating Supplies</i>	335.24	750.00	414.76	55.3 %
TOTAL Operating Supplies	335.24	750.00	414.76	55.3 %
Contract Services				
<i>Contract Services</i>	44,440.02	115,204.98	70,764.96	61.4 %
TOTAL Contract Services	44,440.02	115,204.98	70,764.96	61.4 %
Repairs and Maintenance				
<i>Repairs and Maintenance</i>	5,087.89	1,249.98	(3,837.91)	-307.0 %
TOTAL Repairs and Maintenance	5,087.89	1,249.98	(3,837.91)	-307.0 %

**Carmel Area Wastewater District**  
**Operating Expenses-Administration**  
*Year-to-Date Variance, December 2019 - current month, Consolidated by  
account, Department 7*

	<i>6 Months Ended December 31, 2019</i>	<i>6 Months Ended December 31, 2019 Budget</i>	<i>Variance Fav/&lt;Unf&gt;</i>	<i>% Var</i>
Utilities				
Utilities	7,247.10	10,857.48	3,610.38	33.3 %
TOTAL Utilities	7,247.10	10,857.48	3,610.38	33.3 %
Travel and Meetings				
Travel and Meetings	5,998.16	10,700.00	4,701.84	43.9 %
TOTAL Travel and Meetings	5,998.16	10,700.00	4,701.84	43.9 %
Permits and Fees				
Permits and Fees	19,392.00	19,392.00	0.00	
TOTAL Permits and Fees	19,392.00	19,392.00	0.00	
Memberships and Subscriptions				
Memberships and Subscriptions	724.00	16,675.02	15,951.02	95.7 %
TOTAL Memberships and Subscriptions	724.00	16,675.02	15,951.02	95.7 %
Safety				
Safety	484.90	1,100.02	615.12	55.9 %
TOTAL Safety	484.90	1,100.02	615.12	55.9 %
Other Expenses				
Other Expense	10,641.74	17,355.00	6,713.26	38.7 %
TOTAL Other Expenses	10,641.74	17,355.00	6,713.26	38.7 %
TOTAL Operating Expenses	531,543.76	884,127.92	352,584.16	39.9 %
***** OPERATING INCOME (LOSS)	(531,543.76)	(884,127.92)	352,584.16	39.9 %
***** NET INCOME (LOSS)	(531,543.76)	(884,127.92)	352,584.16	39.9 %
***** NET INCOME (LOSS)	(531,543.76)	(884,127.92)	352,584.16	39.9 %

**Carmel Area Wastewater District**  
**Operating Expenses-Reclamation**  
*Year-to-Date Variance, December 2019 - current month, Consolidated by  
account, Department 8*

	<i>6 Months Ended December 31, 2019</i>	<i>6 Months Ended December 31, 2019 Budget</i>	<i>Variance Fav/&lt;Unf&gt;</i>	<i>% Var</i>
*****	0.00	0.00	0.00	
***** OPERATING INCOME	0.00	0.00	0.00	
Operating Expenses				
Salaries and Payroll Taxes				
<i>Salaries and Payroll Taxes</i>	299,088.87	228,319.00	(70,769.87)	-31.0 %
TOTAL Salaries and Payroll Taxes	299,088.87	228,319.00	(70,769.87)	-31.0 %
Director's Expenses				
<i>Director's Expenses</i>	350.00	350.00	0.00	
TOTAL Director's Expenses	350.00	350.00	0.00	
General and Administrative				
<i>General and Administrative</i>	12,422.31	0.00	(12,422.31)	
TOTAL General and Administrative	12,422.31	0.00	(12,422.31)	
Operating Supplies				
<i>Operating Supplies</i>	5,324.68	4,249.98	(1,074.70)	-25.3 %
TOTAL Operating Supplies	5,324.68	4,249.98	(1,074.70)	-25.3 %
Contract Services				
<i>Contract Services</i>	492.84	0.00	(492.84)	
TOTAL Contract Services	492.84	0.00	(492.84)	
Repairs and Maintenance				
<i>Repairs and Maintenance</i>	2,633.33	2,149.98	(483.35)	-22.5 %
TOTAL Repairs and Maintenance	2,633.33	2,149.98	(483.35)	-22.5 %
Utilities				
<i>Utilities</i>	15.43	0.00	(15.43)	
TOTAL Utilities	15.43	0.00	(15.43)	
Safety				
<i>Safety</i>	205.18	750.00	544.82	72.6 %
TOTAL Safety	205.18	750.00	544.82	72.6 %
TOTAL Operating Expenses	320,532.64	235,818.96	(84,713.68)	-35.9 %
***** OPERATING INCOME (LOSS)	(320,532.64)	(235,818.96)	(84,713.68)	-35.9 %

***Carmel Area Wastewater District  
Operating Expenses-Reclamation  
Year-to-Date Variance, December 2019 - current month, Consolidated by  
account, Department 8***

	<i>6 Months Ended December 31, 2019</i>	<i>6 Months Ended December 31, 2019 Budget</i>	<i>Variance Fav/&lt;Unf&gt;</i>	<i>% Var</i>
***** NET INCOME (LOSS)	(320,532.64)	(235,818.96)	(84,713.68)	-35.9 %
***** NET INCOME (LOSS)	(320,532.64)	(235,818.96)	(84,713.68)	-35.9 %

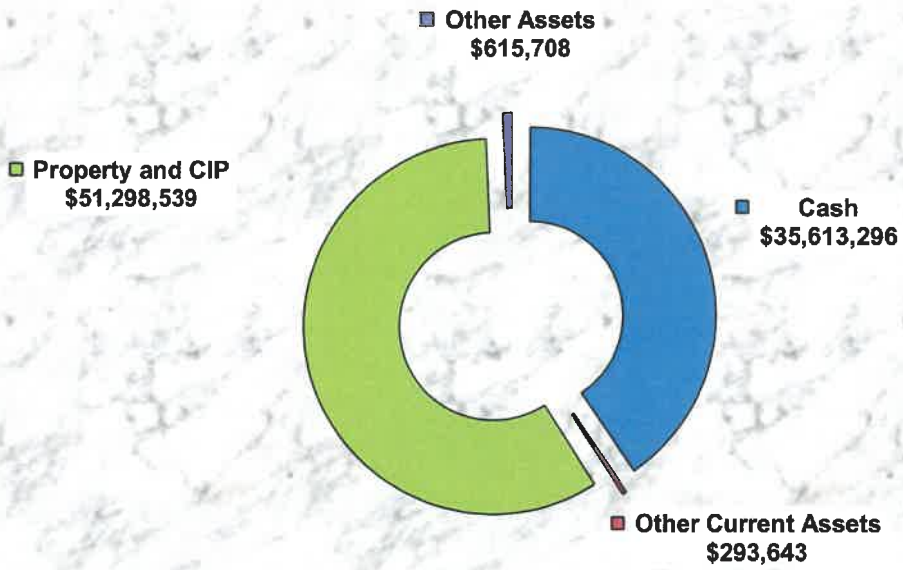
***Carmel Area Wastewater District***  
***Income Statement-Waste to Energy***  
*Year-to-Date Variance, December 2019 - current month, Consolidated by*  
*account, Department 9*

	<i>6 Months Ended December 31, 2019</i>	<i>6 Months Ended December 31, 2019 Budget</i>	<i>Variance Fav/&lt;Unf&gt;</i>	<i>% Var</i>
Income				
Revenue	5,654.85	499.98	5,154.87	1031.0 %
TOTAL Income	<u>5,654.85</u>	<u>499.98</u>	<u>5,154.87</u>	1031.0 %
*****	<u>5,654.85</u>	<u>499.98</u>	<u>5,154.87</u>	1031.0 %
***** OPERATING INCOME	<u>5,654.85</u>	<u>499.98</u>	<u>5,154.87</u>	1031.0 %
Operating Expenses				
Salaries and Payroll Taxes				
Salaries and Payroll Taxes	2,789.51	66.00	(2,723.51)	-4126.5 %
TOTAL Salaries and Payroll Taxes	<u>2,789.51</u>	<u>66.00</u>	<u>(2,723.51)</u>	-4126.5 %
Operating Supplies				
Operating Supplies	534.59	1,000.02	465.43	46.5 %
TOTAL Operating Supplies	<u>534.59</u>	<u>1,000.02</u>	<u>465.43</u>	46.5 %
Contract Services				
Contract Services	2,100.00	0.00	(2,100.00)	
TOTAL Contract Services	<u>2,100.00</u>	<u>0.00</u>	<u>(2,100.00)</u>	
Repairs and Maintenance				
Repairs and Maintenance	464.73	0.00	(464.73)	
TOTAL Repairs and Maintenance	<u>464.73</u>	<u>0.00</u>	<u>(464.73)</u>	
Permits and Fees				
Permits and Fees	0.00	7,000.00	7,000.00	100.0 %
TOTAL Permits and Fees	<u>0.00</u>	<u>7,000.00</u>	<u>7,000.00</u>	100.0 %
TOTAL Operating Expenses	<u>5,888.83</u>	<u>8,066.02</u>	<u>2,177.19</u>	27.0 %
***** OPERATING INCOME (LOSS)	<u>(233.98)</u>	<u>(7,566.04)</u>	<u>7,332.06</u>	96.9 %
***** NET INCOME (LOSS)	<u>(233.98)</u>	<u>(7,566.04)</u>	<u>7,332.06</u>	96.9 %
***** NET INCOME (LOSS)	<u>(233.98)</u>	<u>(7,566.04)</u>	<u>7,332.06</u>	96.9 %

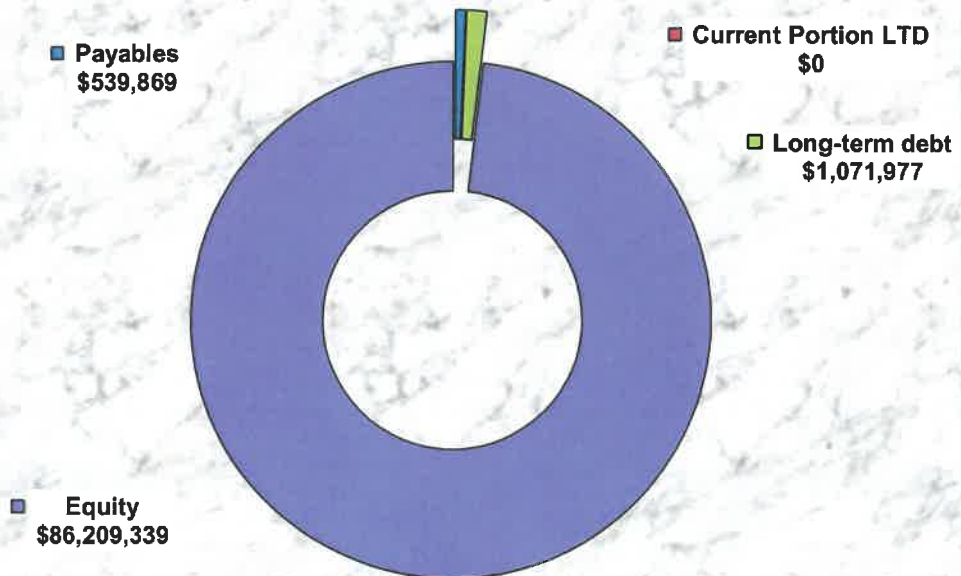
***Carmel Area Wastewater District***  
***Income Statement-Brine Disposal***  
***Year-to-Date Variance, December 2019 - current month, Consolidated by***  
***account, Department 10***

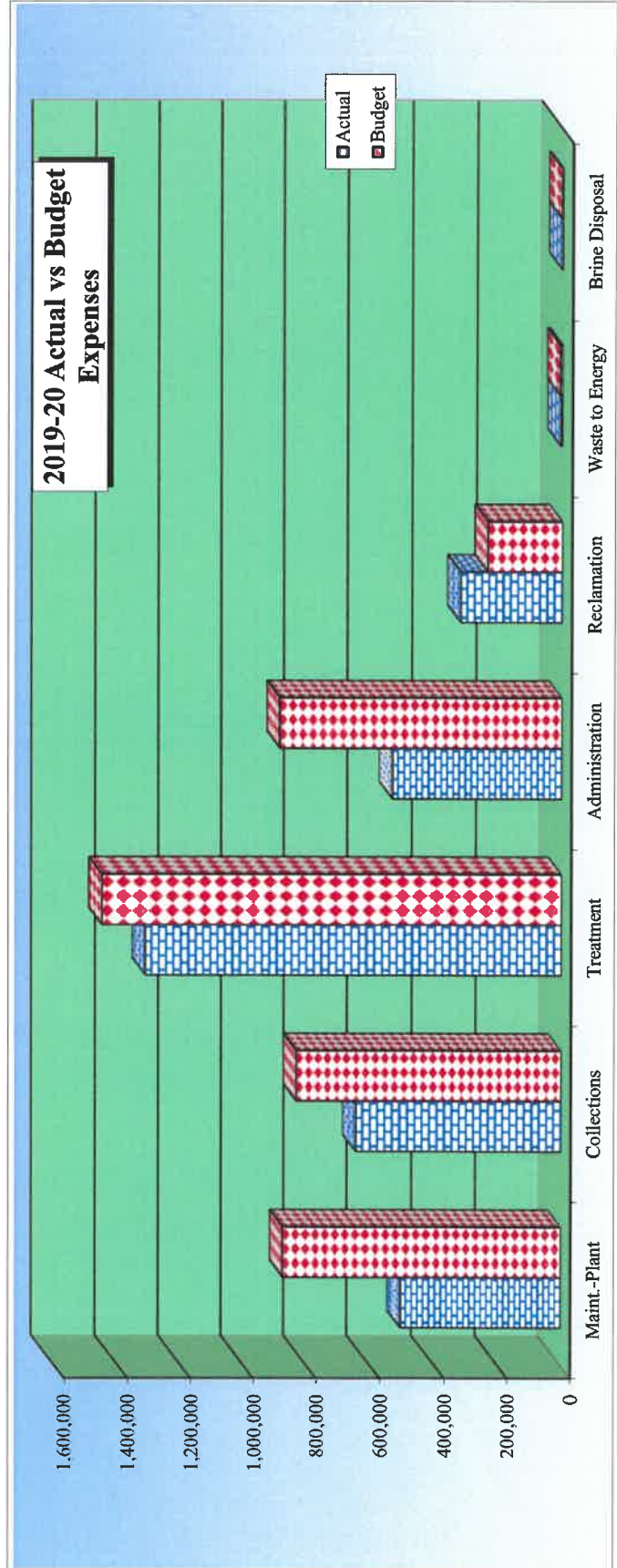
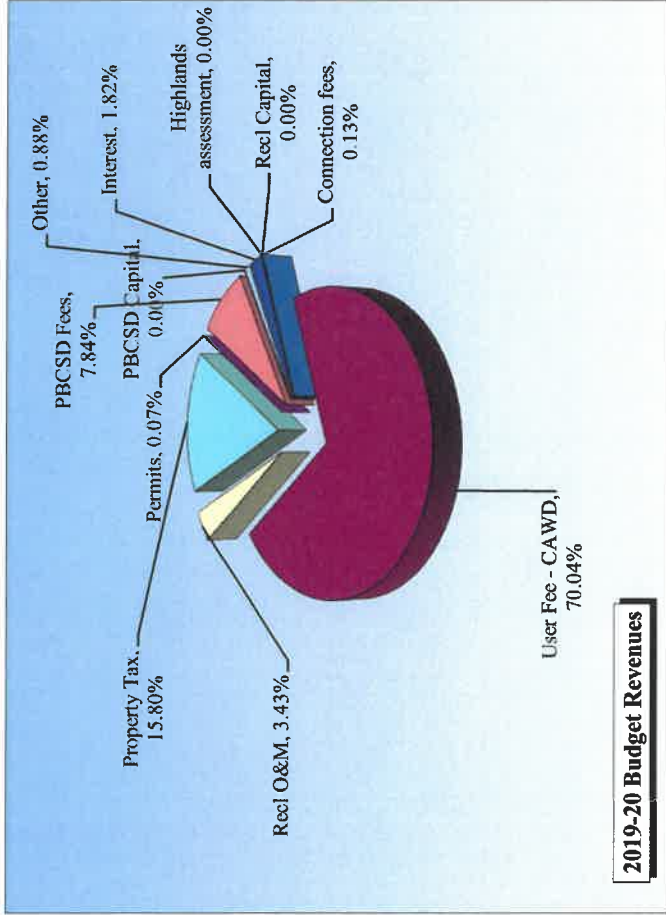
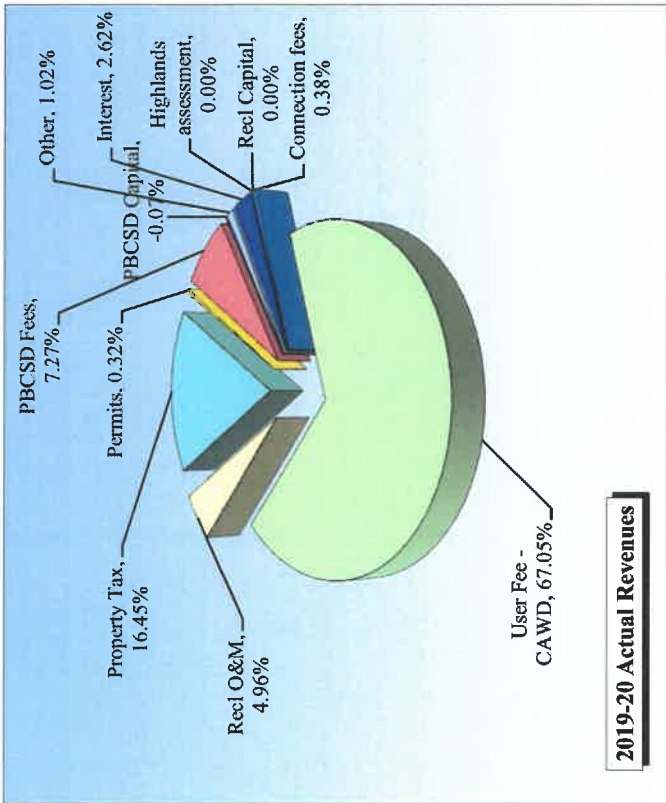
	<i>6 Months Ended December 31, 2019</i>	<i>6 Months Ended December 31, 2019 Budget</i>	<i>Variance Fav/&lt;Unf&gt;</i>	<i>% Var</i>
Income				
Revenue	53,938.00	60,000.00	(6,062.00)	-10.1 %
TOTAL Income	<u>53,938.00</u>	<u>60,000.00</u>	<u>(6,062.00)</u>	-10.1 %
*****	<u>53,938.00</u>	<u>60,000.00</u>	<u>(6,062.00)</u>	-10.1 %
***** OPERATING INCOME	<u>53,938.00</u>	<u>60,000.00</u>	<u>(6,062.00)</u>	-10.1 %
Operating Expenses				
Salaries and Payroll Taxes				
Salaries and Payroll Taxes	1,293.36	655.02	(638.34)	-97.5 %
Payroll taxes	99.31	49.98	(49.33)	-98.7 %
TOTAL Salaries and Payroll Taxes	<u>1,392.67</u>	<u>705.00</u>	<u>(687.67)</u>	-97.5 %
Operating Supplies				
Operating Supplies	57.31	1,249.98	1,192.67	95.4 %
TOTAL Operating Supplies	<u>57.31</u>	<u>1,249.98</u>	<u>1,192.67</u>	95.4 %
Contract Services				
Contract Services	1,540.00	1,000.02	(539.98)	-54.0 %
TOTAL Contract Services	<u>1,540.00</u>	<u>1,000.02</u>	<u>(539.98)</u>	-54.0 %
Repairs and Maintenance				
Repairs and Maintenance	298.29	1,000.02	701.73	70.2 %
TOTAL Repairs and Maintenance	<u>298.29</u>	<u>1,000.02</u>	<u>701.73</u>	70.2 %
TOTAL Operating Expenses	<u>3,288.27</u>	<u>3,955.02</u>	<u>666.75</u>	16.9 %
***** OPERATING INCOME (LOSS)	<u>50,649.73</u>	<u>56,044.98</u>	<u>(5,395.25)</u>	-9.6 %
***** NET INCOME (LOSS)	<u>50,649.73</u>	<u>56,044.98</u>	<u>(5,395.25)</u>	-9.6 %
***** NET INCOME (LOSS)	<u>50,649.73</u>	<u>56,044.98</u>	<u>(5,395.25)</u>	-9.6 %

**Assets - December 31, 2019**



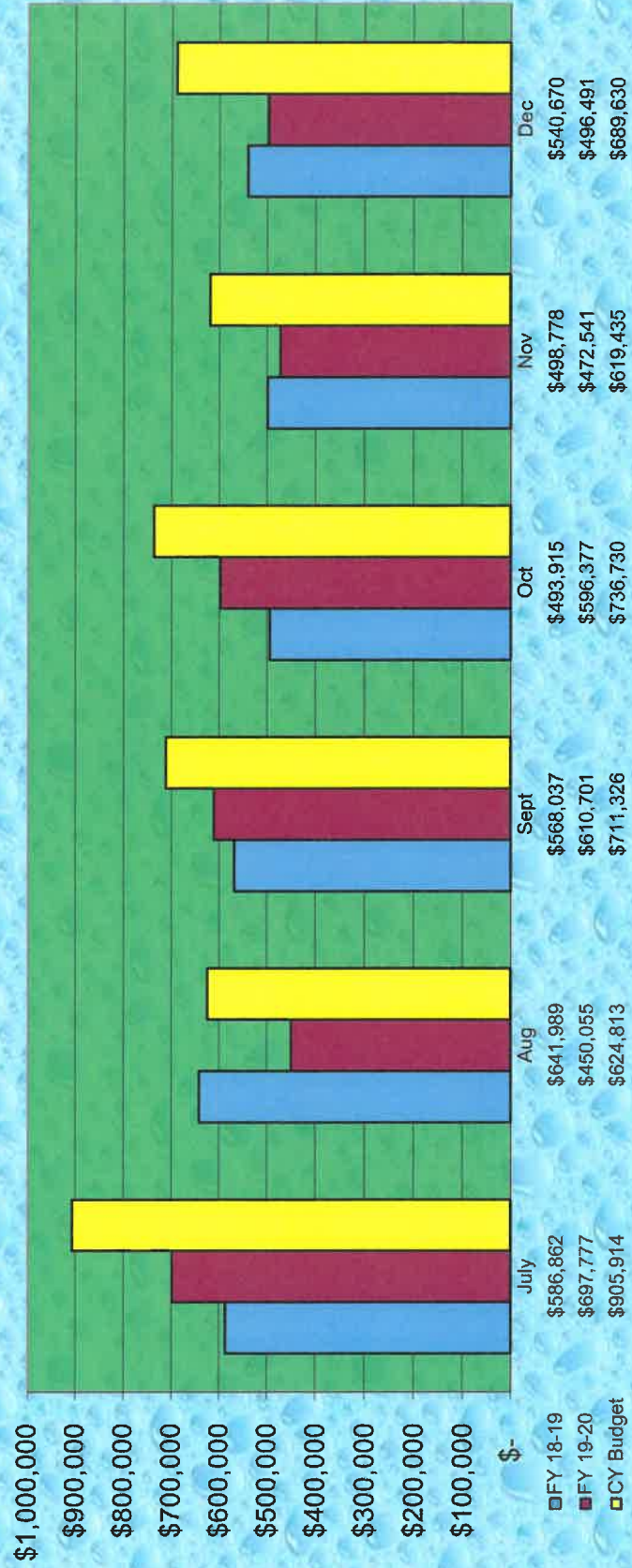
**Liabilities - December 31, 2019**







## Operating Expenses



**Carmel Area Wastewater District  
Capital Expenditures  
2019-20**

	BEG BAL	DEC	YTD	CUMULATIVE TOTAL	ANNUAL BUDGET	BUDGET SPENT
<u><b>CAPITAL PURCHASES</b></u>						
<u><b>Admin</b></u>						
		0	0	0	0	NA
		0	0	0	0	NA
<u><b>Collections</b></u>						
New Vac-Con Truck		0	433,909	433,909	410,000	105.83%
Monte Verde & 2nd sewer pipe-budgeted in O&M		2	100,659	100,659	75,000	134.21%
Highlands pump		19,530	19,530	19,530	0	NA
<u><b>Treatment</b></u>						
Paving at the Plant-unbudgeted		0	12,457	12,457	0	NA
Digester/Boiler building controller		10,759	10,759	10,759	0	NA
RECL share		0	0	0	0	NA
PBCSD share (1/3 of cost)		(3,586)	(7,739)	(7,739)	0	NA
		<b>26,705</b>	<b>569,575</b>	<b>569,575</b>	<b>485,000</b>	<b>NA</b>

***Total Capital Purchases 19-20***



**Carmel Area Wastewater District  
Capital Expenditures  
2019-20**

	BEG BAL	DEC	YTD	CUMULATIVE TOTAL	ANNUAL BUDGET	BUDGET SPENT
<b><u>LONG TERM CIP PROJECTS</u></b>						
<b>Treatment</b>						
Perimeter Fencing	3,000	0	0	3,000	150,000	NA
Outfall Crossing rehabilitation	289,274	0	2,144	291,418	0	NA
Microturbine/Gas Conditioning System	1,410	0	10,953	12,363	510,000	2.15%
Secondary Clarifier #1 Rehab	139,430	0	141,786	281,216	127,190	111.48%
Mainsaver Inventory Module (RECL 33%)	77,241	0	0	77,241	0	NA
WWTP Phase II Design (RECL 4%)	630,923	30,508	163,968	794,891	750,000	21.86%
SCADA Programming	123,635	0	3,408	127,042	60,000	5.68%
Digester No. 1 & No. 2 Cleaning	0	305,735	306,245	306,245	257,250	119.05%
WWTP Perimeter Tree Planting	0	1,465	2,897	2,897	60,000	4.83%
Standby Power Reliability Project	0	200	1,000	1,000	730,000	0.14%
Critical Process Flood Adaptations (RECL 15%)	0	18,192	21,788	21,788	50,000	43.58%
RECL share		(3,949)	(9,827)	(9,827)	(30,000)	32.76%
PBCSD share (1/3 of cost)		(117,384)	(214,787)	(214,787)	(888,147)	24.18%
	<b>1,264,913</b>	<b>234,767</b>	<b>429,574</b>	<b>1,694,486</b>	<b>1,776,293</b>	<b>24.18%</b>
<b>Total Long Term CIP Projects 19-20</b>						
Total Capital (net of RECL and PBCSD)	<b>1,915,152</b>	<b>291,354</b>	<b>1,308,322</b>	<b>3,223,474</b>	<b>4,431,293</b>	<b>29.52%</b>

**Carmel Area Wastewater District  
Variance Analysis  
2019-20**

**YTD Actual/  
YTD Budget  
Variance**

**Maintenance - Plant**

General and Administrative		Insurance unbudgeted.
Office Expense	-484.50%	Computers and equipment underbudgeted.
Utilities	-74.20%	Timing difference-telephone fixed cost. Small dollar amounts.

**Collections**

Salaries and Payroll Taxes	-8.90%	Timing difference-overtime
Operating Supplies	-89.80%	Timing difference-general supplies, paints and fluids underbudgeted.
Utilities	-6.00%	Timing difference-Calle, Highlands and telephone over budget.
Travel and Meetings	-24.40%	Timing difference-training and meetings.
Memberships and Subscriptions	-24.40%	Timing difference-employee certifications. Small dollar amounts.
Other Expense	-56.00%	Timing difference-legal notices. Small dollar amounts.

**Treatment**

Contract Services	-15.10%	Coastal Commission consulting unbudgeted.
Safety		Training unbudgeted.

**Administration**

Director's Expenses	-5.10%	Timing difference-dental reimbursements.
Truck and Auto Expenses	-106.40%	Insurance underbudgeted.
Office Expense	-101.90%	Copy machine budgeted in capital. Cost less than \$10,000.
Repairs and Maintenance	-307.00%	Parking lot asphalt underbudgeted.

**Waste to Energy**

Salaries and Payroll Taxes	-4126.50%	Underbudgeted. Small dollar amounts.
Contract Services		Electrical service unbudgeted.
Repairs and Maintenance		Unbudgeted-small dollar amounts.

**Brine Disposal**

Salaries and Payroll Taxes	-97.50%	Timing difference. Small dollar amounts.
Contract Services	-54.00%	Electrical service unbudgeted.

**District Obligations:**

1) 2004 Highlands Project Bond Proceeds \$3,057,165 -- Balance \$930,000

**Carmel Area Wastewater District  
2019-20 Resolutions Amending the Budget**

<b>Resolution #</b>	<b>Description</b>	<b>Budgeted</b>	<b>Amendment</b>	<b>Spent To Date</b>
2019-36	WWTP Phase II Design	\$ 750,000	\$ 39,170	\$ 163,968
2019-44	Secondary Clarifier #1 Rehab	\$ 127,190	\$ 19,945	\$ 141,786
2019-48	Digester No. 1 Dewatering and Cleaning	\$ 125,000	\$ 132,250	\$ 306,245
2019-55	Monte Verde & 2nd Avenue Sewer Line Project	\$ 75,000	\$ 9,557	\$ 100,659
Total To Date		<u>\$ 1,077,190</u>	<u>\$ 200,922</u>	<u>\$ 712,658</u>
<b>Contingencies</b>		<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**STAFF REPORT**

TO: Board of Directors  
FROM: Daryl Lauer, Collection Superintendent  
DATE: January 30, 2020  
SUBJECT: Monthly Report – December



**RECOMMENDATION**

Receive Report- Informational only; no action required.

**Permits Issued**

Sewer Lateral Permits issued in December ..... 17  
Total Fees ..... \$2,790.00

**Maintenance**

Attached is a map of the locations cleaned in past three months. There were 11,501 feet Closed Circuit Television (CCTV) sewer line inspections during the month of December.

<b>Cleaning period</b>	<b>Footage Cleaned</b>	<b>Percentage Cleaned</b>	<b>Size of Pipe Cleaned</b>
December	45,172 ft.	10.99%	6 - 27 inches
November	35,332 ft.	8.59%	6 – 27 inches
October	41,702 ft.	10.14%	6 – 12 inches

### Construction activities

- N/A

### Staff Development

- CAWD was asked by California Sanitation Risk Management Authority (CSRMA) if we could host one of their training classes in December. On December 4<sup>th</sup> CSRMA held a Collections 101 training course; enrollees for this course were from King City, City of Seaside, Monterey One Water, CAWD and PBCSD. Other training classes are planned in the future.

### General comments

- N/A

### Service calls responded to by crew

<b>Date</b>	<b>Time</b>	<b>Callout</b>	<b>Resolution</b>
12/1/19	3:55 AM	Power fail	Power fail at Highlands pump station, staff monitored station until power was restored.
12/3/19	9:30 AM	Back up in home	Called by homeowner for a backup in their house. Staff found no problems in District mainline. Informed owner to call a plumber of their choice.
12/5/19	4:22 PM	Lateral overflow	Called by the homeowner for a lateral overflowing. Staff found no problems in District sewer main lines. Staff informed homeowner to call a plumber of their choice.
12/9/19	2:47 PM	Running water	Called by resident concerned that the running water was sewage. Staff found no sewage; water was groundwater release to roadway.



<b>Date</b>	<b>Time</b>	<b>Callout</b>	<b>Resolution</b>
12/15/19	12:20 PM	Power Fail	Power fail at 8 <sup>th</sup> and Scenic pump station, staff monitored station until power was restored.
12/16/19	1:33 PM	Cleanout locate	Called by main office for a free lateral cleanout inspection that was advertised in District's newsletter. Staff was able to locate the cleanout.
12/19/19	4:49 AM	Power Fail	Power fail at 8 <sup>th</sup> and Scenic pump station, staff monitored station until power was restored.
12/22/19	4:36 PM	Manhole erosion	Report of a manhole that was eroded and damaged on the beach between 8 <sup>th</sup> and 9 <sup>th</sup> Avenues. Staff found a storm drain leach field that was eroded. Staff made the City aware of the damaged infrastructure.
12/31/19	10:34 AM	Lateral overflow	Called by the homeowner for a lateral overflowing. Staff found no problems in District sewer main lines. Staff informed homeowner to call a plumber of their choice.

USA Location Requests – 80

Plumbing permit inspections – 21

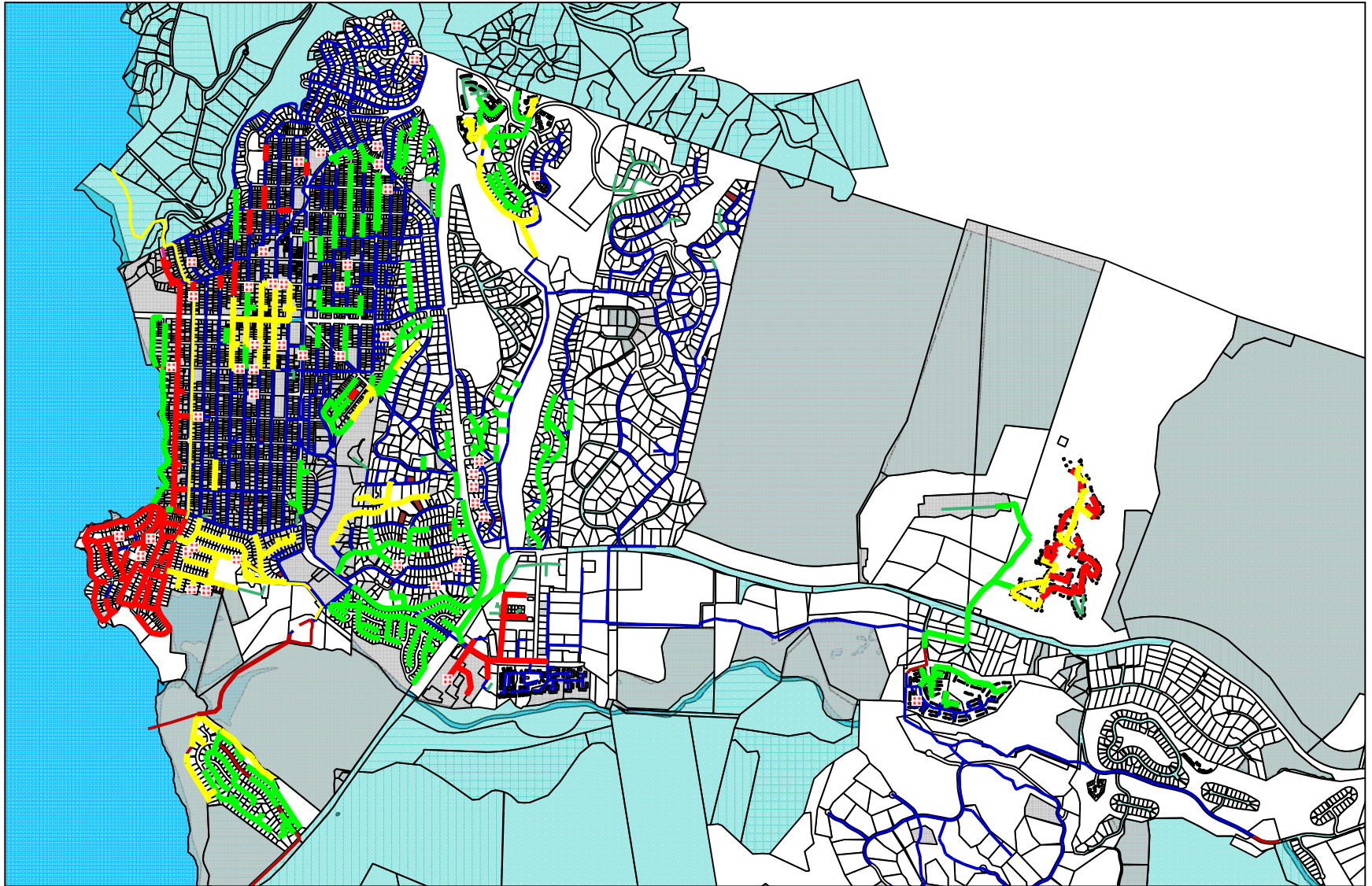
Private Sewer Lateral Compliance Certificates Issued – 24

## **FUNDING**

N/A

December (Red) 45,172 feet  
November (Yellow) 35,332 feet  
October (Green) 41,702 feet

Monthly Cleaning Map - Dec 2019



RedZone<sup>®</sup>  
ROBOTICS

1/13/2020

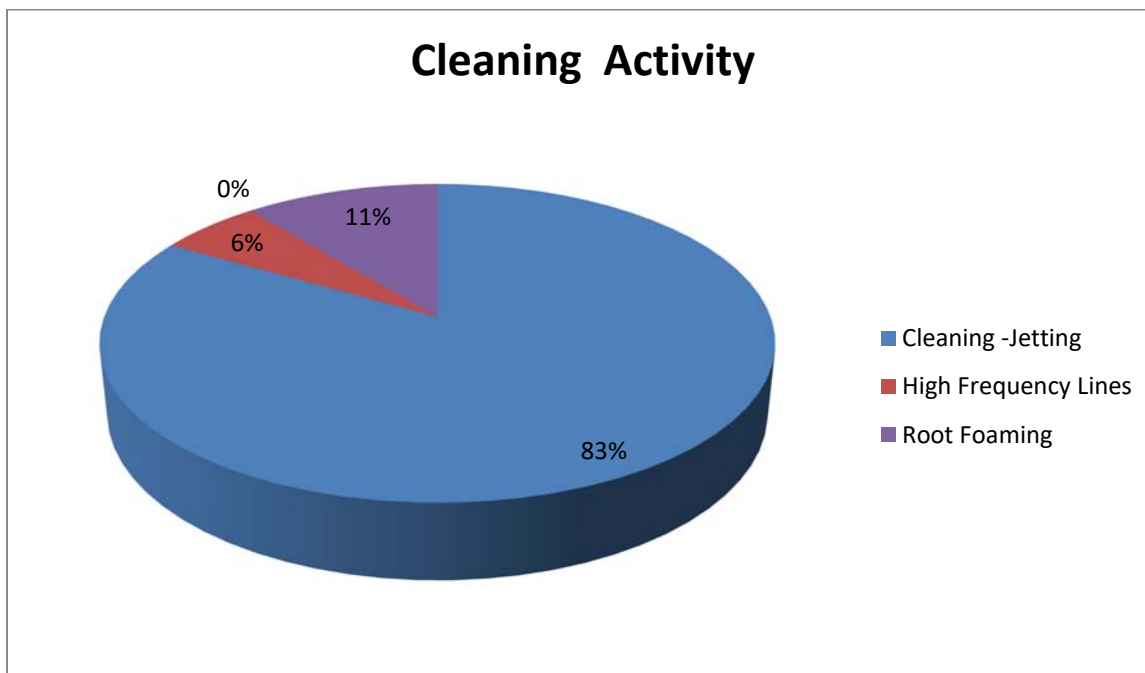


## CAWD Collections Annual Report For 2019

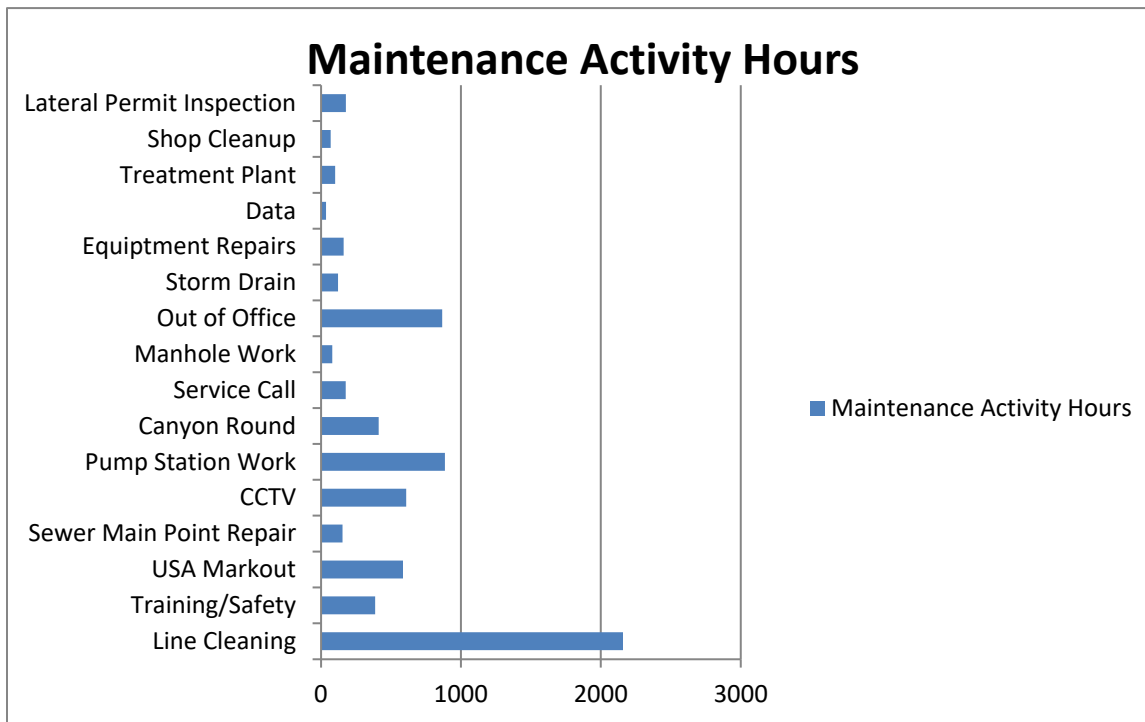
This report provides an overall summary of cleaning and Closed-Circuit Television (CCTV) activity, construction, and Sanitary Sewer Overflow (SSO) information for the year of 2019.

**Cleaning Activity:** The collection crew maintains 408,581 feet of gravity sewer lines and 21,600 feet of force mains in the District. During 2019 staff cleaned the equivalent to the entire system in a little over 8 months. The cleaning methods used were hydro-cleaning and root foaming.

Activity	Feet Cleaned
Cleaning - Jetting	502,189 ft.
High Frequency Lines	31,388 ft.
Root Foaming	39,547 ft.
<b>Total</b>	<b>573,074 ft.</b>



**Maintenance Activity:** Collection crews responded to 74 service calls in 2019, with private lateral problems being the majority of the calls. The remaining calls were for odor complaints, pump station related problems, backed up plumbing, and rattling manholes. There were 1,288 Underground Service Alerts mark outs for 2019. Collection crews were able to CCTV inspect 41,465 feet of sewer line. The District’s root foaming program treated 39,547 feet of problematic lines with roots.



**Construction Activity:** During 2019 there were several projects that got underway, starting with the replacement of the damaged sewer line on Monte Verde north of 2nd. This segment has had an SSO in the past due to the damage to the pipe. The new pipe was upsized as well, allowing for better passage of water during high flow storm events that typically would see the old pipe at almost full capacity. New composite frame and lids were installed at the manholes on either end of the line segment being replaced.

Contractors also removed debris from parts of the creek that runs through Hatton Canyon, and regraded the roadway of upper Hatton Canyon, repairing years of damage to the roadway caused by storms that limited access to our infrastructure in the canyon.

Additionally, the District provided 22 new composite manhole frame and lids installed by the paving contractor for PG&E performing street repairs after their gas service rehabilitation in the Carmel-by-the-Sea area. Field surveys were also completed by Bestor Engineering for the proposed Carmel Meadows pump station. When completed, it will eliminate most of the easement lines that run along and over the Carmel River Lagoon. Surveys were also conducted at the Monterey Regional Park area, formerly the Rancho Cañada Golf Courses, for the proposed development of homes to be built on the old west course.

**Other Notable Activity:** During 2019, a new ordinance was passed that helped to address a problem area of the system that was normally beyond our reach, private sewer laterals. Typically, private laterals do not get much attention until there is a problem. Plumbers would often cut long roots from a lateral that then free flow through the District mainlines, thereby becoming the cause of many District SSO's. The ordinance required an inspection of the private sewer lateral based on certain trigger events; the sale of a home, remodel of a home over \$50,000.00, and for spills that enter the public right-of-way. Typically, the annual number of inspections were around 100. The last year, crews inspected 205 private lateral repairs, ranging from complete lateral replacements to spot repairs. There were 102 PSL (Private Sewer Lateral) inspections triggered by the new ordinance. Once repairs were made, certificates of compliance of various durations were issued.

The Collections Department attended all required safety training in 2019 and sent staff to both California Water Environment Association (CWEA) Annual and Tri-state conferences. An audit of the Carmel Area Wastewater District (CAWD) Sewer System Management Plan (SSMP) was performed by a subject matter expert. They interviewed the Collections Department staff as part of the audit. The District received grant funding for the Hatton Canyon sewer line replacement project. The pipeline rehabilitation work will begin after the current rain season is over. In 2019, Collections cleaned the storm drain interceptors and catch ponds for the city of Carmel-by-the-Sea in both the Spring and Fall. The District was called upon by Pebble Beach Community Service District (PBCSD) to help with a spot repair in their system. Staff successfully completed the repair and restored flow to the critical pipeline. I would also like to congratulate the Collection Staff in finishing the year 2019 with zero work time lost.

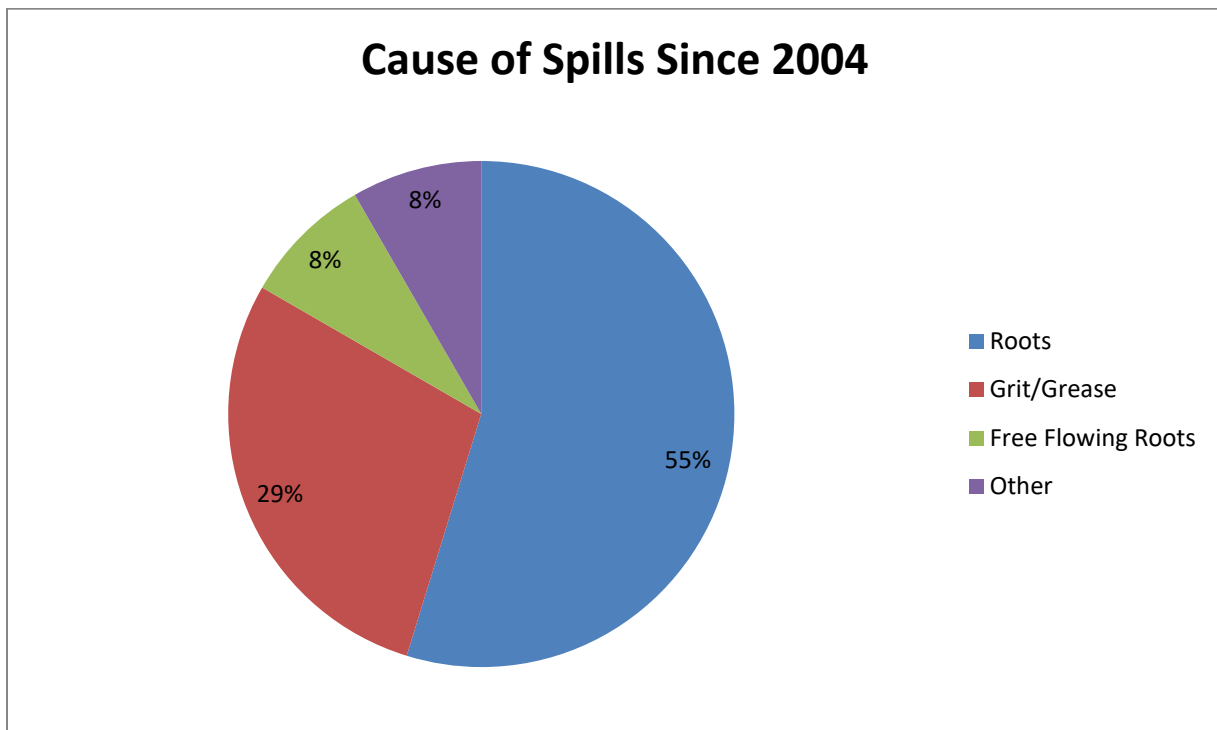
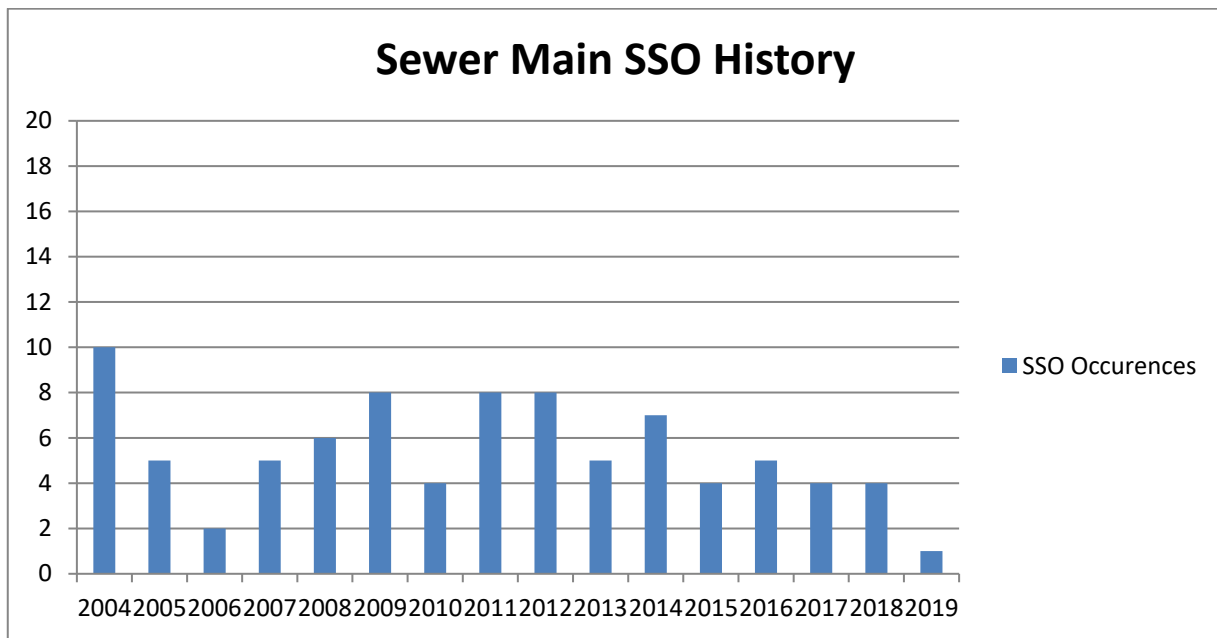
**SSO Summary:**

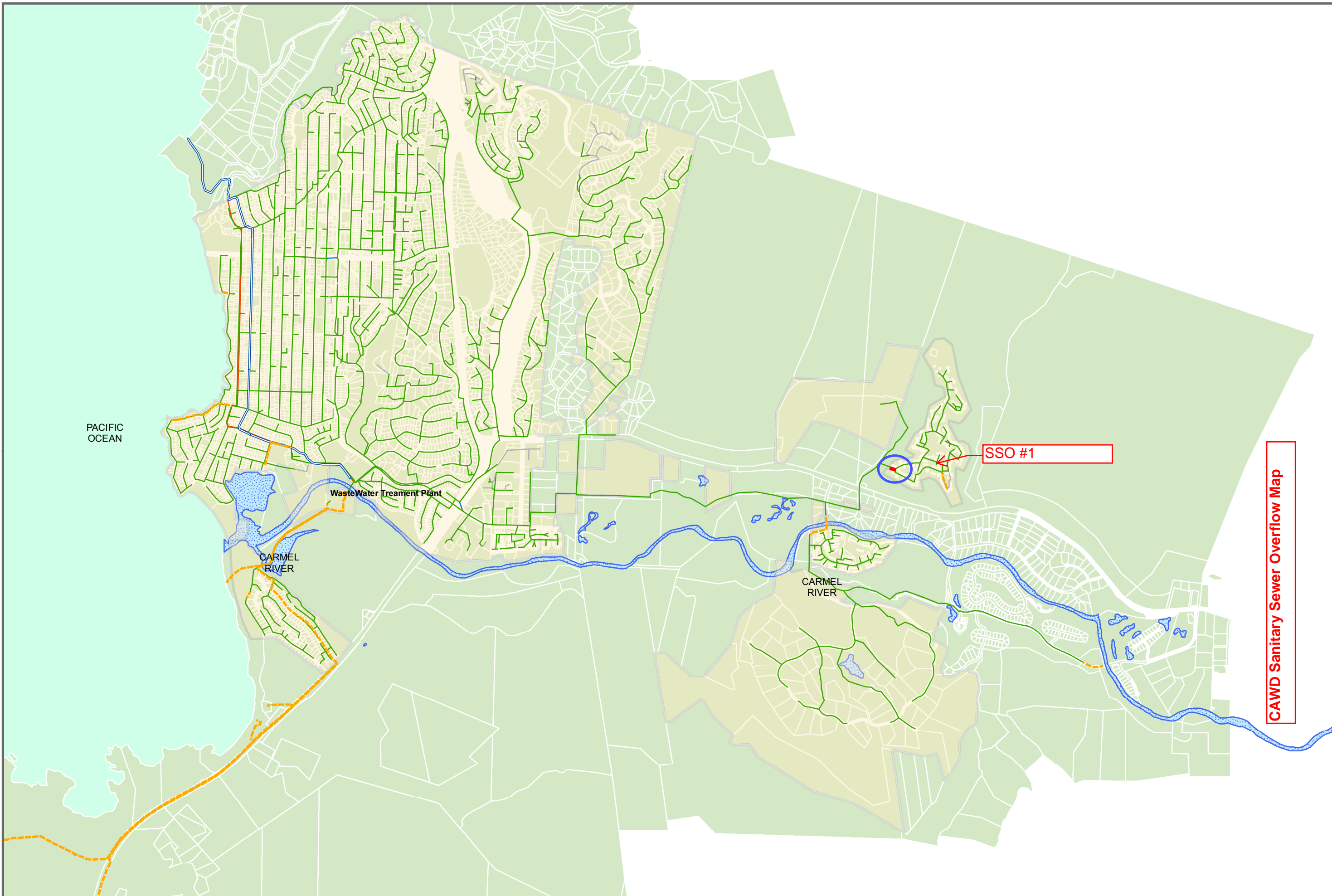
DATE	SPILL LOCATION	GALLONS SPILLED	GALLONS RECOVERED	CAUSE OF SPILL
1/14/2019	Del Mesa	2,008	150	Fallen Tree Damaged Pipe

The SSO occurred in the middle of pipe segment R1137-R1138 due to a toppled tree breaking the pipe out of the ground with the root system, in the private Del Mesa community. Staff quickly made the repair and restored flow to the system. The terrain was very steep and difficult to access and navigate. A side note on the CAWD system performance, the Collections System successfully conveyed 330 Million Gallons (MG) of wastewater during the year of 2019. Out of all those million gallons

conveyed to the treatment plant, there was only 1 SSO that spilled 1,858 gallons! (2008 spilled-150 recovered)

A map of the spill location is attached to this report.





- Legend**
- ForceMains
  - Sewer Pipes**
    - Gravity
    - Private
    - PBCSD
    - Forcemain
    - FM Outfall
    - OFW
    - Reclamation
  - Service Area
  - County Parcels

**Carmel Area District**  
**Wastewater Sanitary Sewer System Inventory**




Created by  
 RedZone Robotics  
 Revised 10/2013



# STAFF REPORT

To: Board of Directors

From: Mark Dias, Safety and  
Regulatory Compliance Administrator

Date: January 30, 2020

Subject: Monthly Safety Report - December 2019



## RECOMMENDATION

Receive Report- Informational only; no action required.

## DISCUSSION

### Safety & Training

- Dec 4- Tailgate training. Mark Dias, Safety and Compliance Administrator (S/C Admin Dias), gave a PowerPoint presentation of the plant's stormwater system. See "Flood Response Planning" item below for details.
- Dec 11- Tailgate training. Barry Blevins, Collections Worker III, presented on Slips, Trips and Falls. He emphasized that these types of hazards are always present and are one the most common causes of injuries in an industrial setting. Ongoing awareness is needed.
- Dec 18- Tailgate training. S/C Admin Dias gave a presentation on the recommended steps to reboot the District's network, internet, phones and Supervisory Control and Data Acquisition (SCADA) systems. Operations, communications and basic computer functionality are all highly reliant on technology. After power failures or power-spikes these systems can go down and prevents the completion of many basic tasks. In coordination with Maintenance Superintendent Foley, S/C Admin Dias developed a written, step-by-step guide to rebooting these systems. Dias reviewed the steps in the classroom and then gave the staff a hands-on tutorial in the plant's server room. The procedure has been posted in two locations in the server room for immediate reference.

### **Ongoing Safety Improvements**

During December, Maintenance Superintendent Foley and S/C Admin Dias continued to implement safety improvements and seek input from the operations crew and the Safety Committee. Many of the physical safety improvements are projects extending over weeks or months. Activities in December included:

**Flood response planning.** As part the District's efforts to enhance flood response planning, S/C Admin Dias gave an overview of how the plant's stormwater system is engineered and what to expect if a 100-year storm event occurred at the plant. Key points included:

- Physical setting. The access and perimeter roads of the Wastewater Treatment Plant (WWTP) site are at a higher elevation than the internal areas of the plant and so serve as a containment berm. Therefore, these roads contain all the stormwater water generated from internal roads and the interior of the site.
- 2015-16 Upgrades. The stormwater system underwent a major upgrade with the installation of a new pump station and stormwater gate. Now, all rain falling on the site is captured and treated through either soil infiltration or is pumped to the headworks where it goes through the full WWTP process. The system became operational during the winter of 2015-16. The new system was designed to handle a 100-year storm event plus a simultaneous onsite emergency wastewater spill of up to 500,000 gallons. The site can now detain and pump all this water back to the headworks of the WWTP if a spill should happen during a 100-year storm event.
- Since Feb 2017, 100% of all stormwaters have been captured and pumped back to headworks for full treatment. There have been zero stormwater offsite discharges since that date.
- The site is not listed as discharging to an Area of Special Biological Significance (ASBS). Any stormwater discharges would be to the lagoon, but not to Carmel Bay which is listed as an ASBS.

### **Tours and Outreach**

No tours were requested in December.

**Injuries; first aid responses; worker compensation claims**

There were no Worker Comp incidents in December. There was one First Aid incident where a collections worker was punctured in the index finger by a frayed metal-braided hose. The finger was cleaned, and he returned to work without further complications. The damaged section of hose was replaced by collections staff. The latest matrix, which summarize the 2019 year, is below.

	<b>Work Related Injuries and Illnesses for 2019 Reporting Year</b>				
<b>TYPE</b>	<b>New Incidents (Month)</b>	<b>Total Incidents (Year)</b>	<b>Total Days Away from Work (Year)</b>	<b>Total Days of Job Restriction (Year)</b>	<b>Cumulative days lost (Year)</b>
<b>OSHA Injuries</b>	0	0	0	0	0
<b>OSHA Illnesses</b>	0	0	0	0	0
<b>Other WC Claims</b>	0	1	0	0	0
<b>First Aid (non-OSHA)</b>	1	7	0	0	0

**FUNDING**

N/A- Informational item only

## Wastewater Treatment Facility Operations Report

	HYDRAULIC LOADINGS					2019 YEAR-TO-DATE	
Report for: December 2019	Total Monthly, MG	Avg. Daily, MGD	Min Daily, MGD	Max Daily, MGD	% of Total	MG	acre-feet
CAWD Flow	32.078	1.034	0.766	1.783	61.359	330.18	1012.82
PBCSD Flow	20.201	0.652	0.406	1.223	38.641	176.04	540.01
<b>Total Plant Flow</b>	<b>52.279</b>	<b>1.686</b>	<b>1.172</b>	<b>3.006</b>	<b>100.00</b>	<b>506.22</b>	<b>1552.83</b>
Tertiary Flow	42.924	1.350	0.961	1.629	82.106	320.92	984.41
Ocean Discharge	10.128	0.327	0.098	1.625	19.373	188.04	576.81
Potable Water	0.000	0.000	0.000	0.000	0.000	0.000	0.000

### TERTIARY PROCESS HISTORY

Total Annual Reclamation Production (2019)	320.92MG (984.90acre-ft.)
Total Lifetime Reclamation Production (94-19)	8.23 BG (25.27 B acre-ft.)
12 Month Rolling Total Reclamation Production	320.92 MG (984.89 acre-ft.)

### ELECTRICAL COSTS

Monthly Totals	Dec '19 kWh	Price per kWh	Dec'19	Nov'19	Oct'19	Sept'19
Secondary	132,236.00	\$ 0.152	\$ 20,135.92	\$ 21,644.01	\$ 27,377.55	\$ 26,506.56
Blowers	54,889.36	\$ 0.107	\$ 5,882.03	\$ 8,312.62	\$ 9,780.08	\$ 10,725.36
<b>CAWD Total</b>	<b>187,125.36</b>		<b>\$ 26,017.95</b>	<b>\$ 29,956.63</b>	<b>\$ 37,157.63</b>	<b>\$ 37,231.92</b>
Tertiary	95,294.52	\$ 0.139	\$ 13,984.80	\$ 11,727.35	\$ 32,874.59	\$ 16,105.51
MF/RO	126,011.00	\$ 0.147	\$ 20,713.96	\$ 21,638.69	\$ 24,051.04	\$ 38,146.33
<b>Reclaim Total</b>	<b>221,305.52</b>		<b>\$ 34,698.76</b>	<b>\$ 33,366.04</b>	<b>\$ 56,925.63</b>	<b>\$ 54,251.84</b>
<b>Adjusted Monthly Totals</b>	<b>CAWD Total</b>		<b>\$ 18,783.35</b>	<b>Reclamation Total</b>		<b>\$ 41,933.36</b>

### kW-h Per Acre Foot

	2018				2019			
	1 QTR	2 QTR	3 QTR	4 QTR	1 QTR	2 QTR	3 QTR	4 QTR
CAWD	1770.27	1692.20	1678.08	1883.03	1174.96	1568.27	1725.97	1553.08
Reclamation	1780.18	2260.45	2164.89	2254.65	2344.93	2255.78	2283.22	1924.16

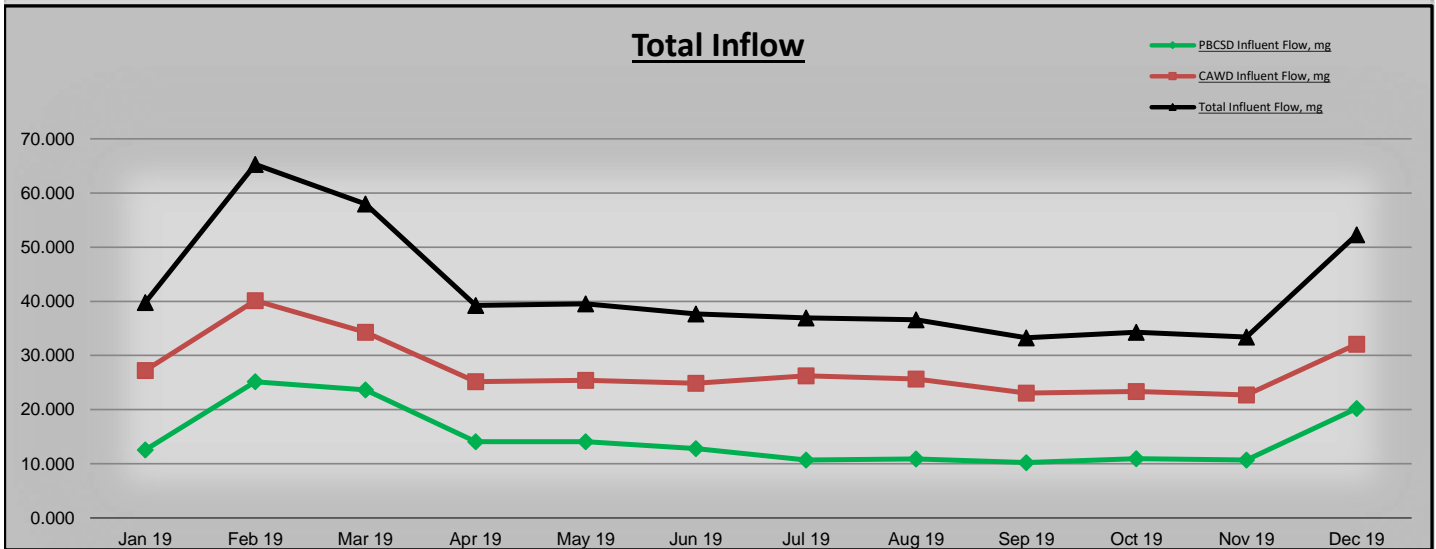
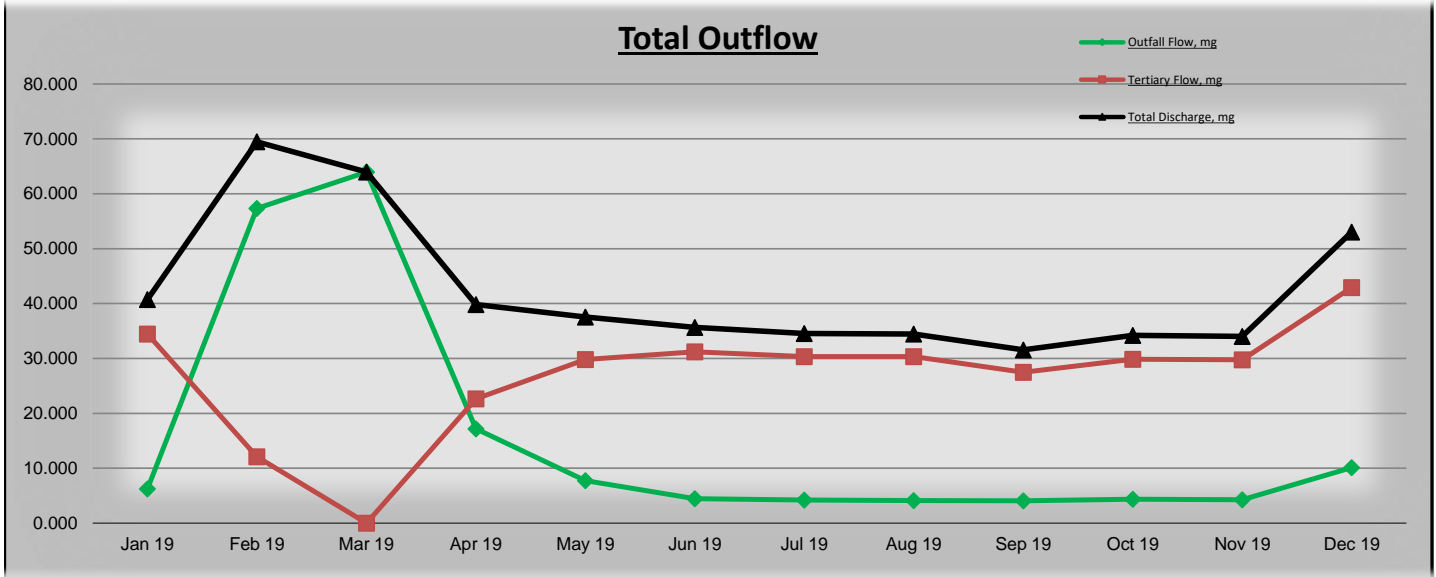
### MICROTURBINE SUMMARY

Month	Dec '19 kWh	Nov '19	Oct '19	Sept'19	Accumulated Totals
Production,kWh (2)	0	6,865	6,086	11,083	758,331.00

### COMMENTS

(1) Cost adjustment for Reclamation percentage for Secondary power costs and CAWD's percentage for Tertiary's power costs due to the Lab's power usage

(2) No power production due to the Micro-Turbine chiller malfunction



# Wastewater Treatment Facility Operations Report

	HYDRAULIC LOADINGS					2019 YEAR-TO-DATE	
Report for: November 2019	Total Monthly, MG	Avg. Daily, MGD	Min Daily, MGD	Max Daily, MGD	% of Total	MG	acre-feet
CAWD Flow	22.711	0.757	0.695	1.038	67.991	298.10	914.42
PBCSD Flow	10.692	0.356	0.294	0.491	32.009	155.84	478.04
<b>Total Plant Flow</b>	<b>33.403</b>	<b>1.113</b>	<b>0.989</b>	<b>1.529</b>	<b>100.00</b>	<b>453.94</b>	<b>1392.46</b>
Tertiary Flow	29.753	0.992	0.817	1.289	89.073	277.99	852.74
Ocean Discharge	4.242	0.141	0.119	0.196	12.699	177.91	545.74
Potable Water	0.000	0.000	0.000	0.000	0.000	0.000	0.000

## TERTIARY PROCESS HISTORY

Total Annual Reclamation Production (2019)	277.99MG (853.16acre-ft.)
Total Lifetime Reclamation Production (94-19)	8.19 BG (25.14 B acre-ft.)
12 Month Rolling Total Reclamation Production	308.11 MG (945.59 acre-ft.)

## ELECTRICAL COSTS

Monthly Totals	Nov '19 kWh	Price per kWh	Nov'19	Oct'19	Sept'19	Aug'19
Secondary	144,774.00	\$ 0.150	\$ 21,644.01	\$ 27,377.55	\$ 26,506.56	\$ 27,224.60
Blowers	55,899.28	\$ 0.149	\$ 8,312.62	\$ 9,780.08	\$ 10,725.36	\$ 12,091.11
<b>CAWD Total</b>	<b>200,673.28</b>		<b>\$ 29,956.63</b>	<b>\$ 37,157.63</b>	<b>\$ 37,231.92</b>	<b>\$ 39,315.71</b>
Tertiary	70,807.48	\$ 0.149	\$ 11,727.35	\$ 32,874.59	\$ 16,105.51	\$ 19,963.18
MF/RO	128,471.00	\$ 0.166	\$ 21,638.69	\$ 24,051.04	\$ 38,146.33	\$ 40,675.90
<b>Reclaim Total</b>	<b>199,278.48</b>		<b>\$ 33,366.04</b>	<b>\$ 56,925.63</b>	<b>\$ 54,251.84</b>	<b>\$ 60,639.08</b>
<b>Adjusted Monthly Totals</b>	<b>CAWD Total</b>		<b>\$ 15,590.04</b>	<b>Reclamation Total</b>		<b>\$ 47,732.63</b>

## kW-h Per Acre Foot

	2018				2019			
	1 QTR	2 QTR	3 QTR	4 QTR	1 QTR	2 QTR	3 QTR	4 QTR
CAWD	1770.27	1692.20	1678.08	1883.03	1174.96	1568.27	1725.97	N/A
Reclamation	1780.18	2260.45	2164.89	2254.65	2344.93	2255.78	2283.22	N/A

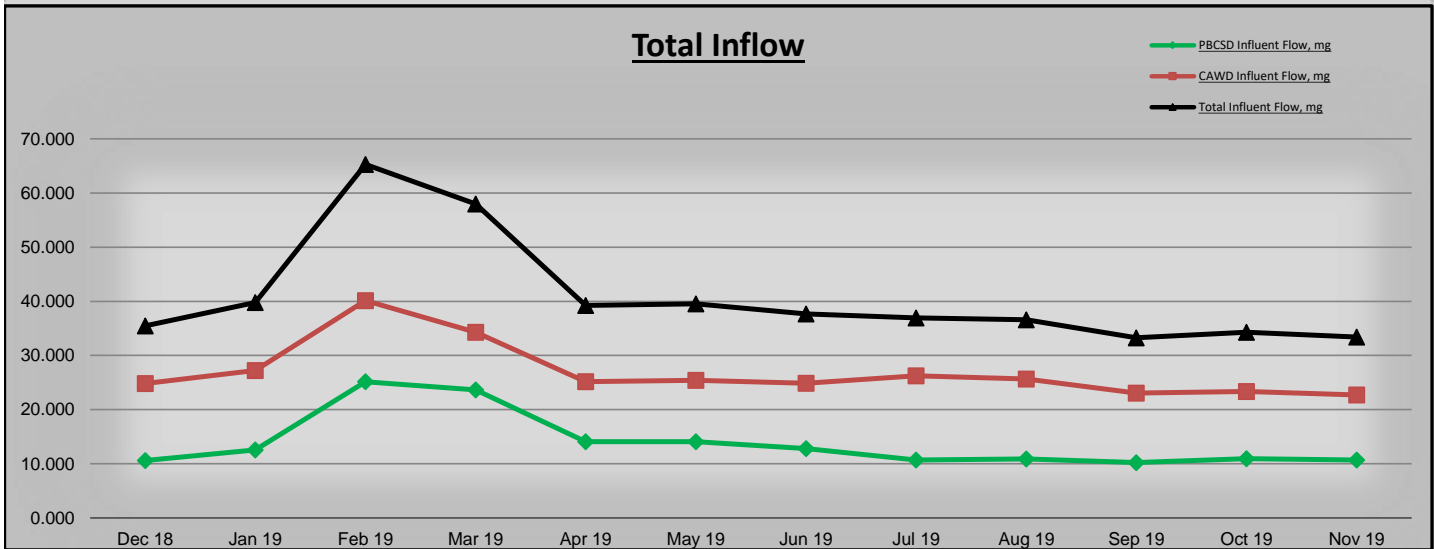
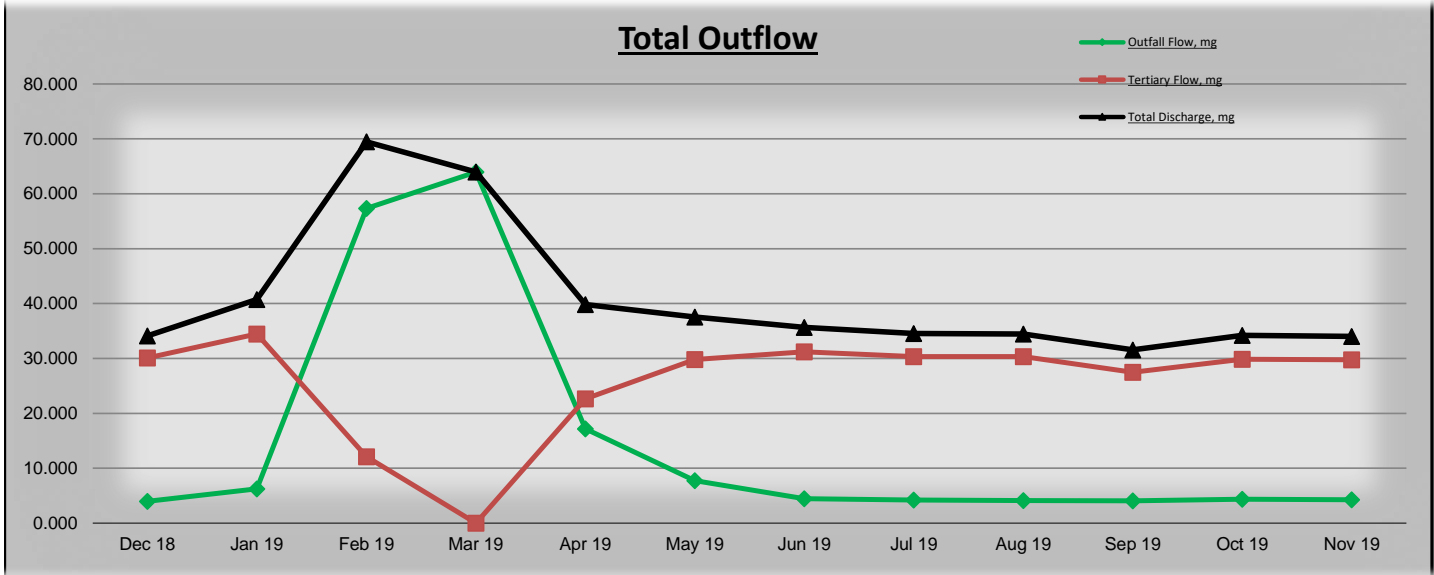
## MICROTURBINE SUMMARY

Month	Nov '19 kWh	Oct '19	Sept'19	Aug'19	Accumulated Totals
Production,kWh (2)	6,865	6,086	11,083	8,792	758,331.00

## COMMENTS

(1) Cost adjustment for Reclamation percentage for Secondary power costs and CAWD's percentage for Tertiary's power costs due to the Lab's power usage

(2) Reduced power production due to the Micro-Turbine off line for modification of exhaust piping



## Wastewater Treatment Facility Operations Report

Report for: October 2019	HYDRAULIC LOADINGS					2019 YEAR-TO-DATE	
	Total Monthly, MG	Avg. Daily, MGD	Min Daily, MGD	Max Daily, MGD	% of Total	MG	acre-feet
CAWD Flow	23.355	0.754	0.715	0.805	68.086	275.39	844.75
PBCSD Flow	10.947	0.353	0.324	0.380	31.914	145.15	445.25
<b>Total Plant Flow</b>	<b>34.302</b>	<b>1.107</b>	<b>1.039</b>	<b>1.185</b>	<b>100.00</b>	<b>420.54</b>	<b>1290.00</b>
Tertiary Flow	29.845	0.963	0.816	1.044	87.007	248.24	761.47
Ocean Discharge	4.345	0.140	0.116	0.201	12.667	173.67	532.73
Potable Water	0.000	0.000	0.000	0.000	0.000	0.000	0.000

### TERTIARY PROCESS HISTORY

Total Annual Reclamation Production (2019)	248.24MG (761.85acre-ft.)
Total Lifetime Reclamation Production (94-19)	8.16 BG (25.04 B acre-ft.)
12 Month Rolling Total Reclamation Production	307.24 MG (942.91 acre-ft.)

### ELECTRICAL COSTS

Monthly Totals	Oct '19 kWh	Price per kWh	Oct'19	Sept'19	Aug'19	Jul'19
Secondary	129,804.00	\$ 0.211	\$ 27,377.55	\$ 26,506.56	\$ 27,224.60	\$ 26,228.72
Blowers	54,008.96	\$ 0.181	\$ 9,780.08	\$ 10,725.36	\$ 12,091.11	\$ 9,352.35
<b>CAWD Total</b>	<b>183,812.96</b>		<b>\$ 37,157.63</b>	<b>\$ 37,231.92</b>	<b>\$ 39,315.71</b>	<b>\$ 35,581.07</b>
Tertiary	72,274.12	\$ 0.202	\$ 16,769.08	\$ 16,105.51	\$ 19,963.18	\$ 19,514.70
MF/RO	112,262.00	\$ 0.232	\$ 24,051.04	\$ 38,146.33	\$ 40,675.90	\$ 126.77
<b>Reclaim Total</b>	<b>184,536.12</b>		<b>\$ 40,820.12</b>	<b>\$ 54,251.84</b>	<b>\$ 60,639.08</b>	<b>\$ 19,641.47</b>
<b>Adjusted Monthly Totals</b>	<b>CAWD Total</b>		<b>\$ 22,791.04</b>	<b>Reclamation Total</b>		<b>\$ 55,186.71</b>

### kW-h Per Acre Foot

	2018				2019			
	1 QTR	2 QTR	3 QTR	4 QTR	1 QTR	2 QTR	3 QTR	4 QTR
CAWD	1770.27	1692.20	1678.08	1883.03	1174.96	1568.27	1725.97	N/A
Reclamation	1780.18	2260.45	2164.89	2254.65	2344.93	2255.78	2283.22	N/A

### MICROTURBINE SUMMARY

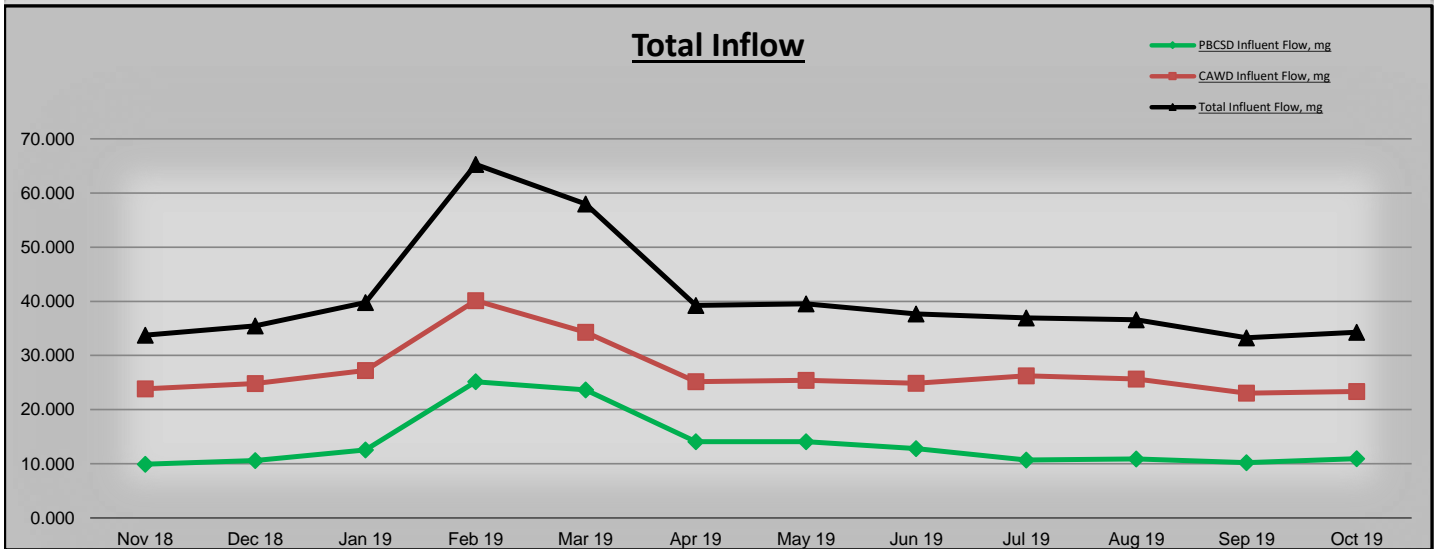
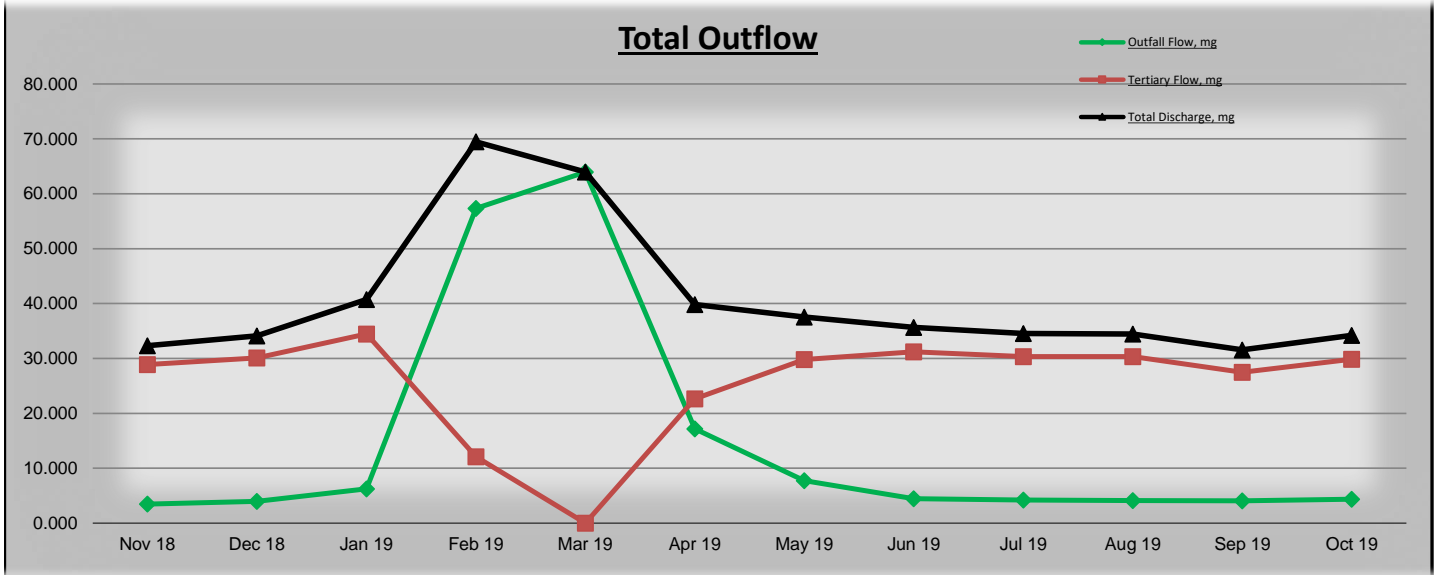
Month	Oct '19 kWh	Sept'19	Aug'19	Jul'19	Accumulated Totals
Production,kWh (2)	6,086	11,083	8,792	11,211	751,466.00

### COMMENTS

(1) Cost adjustment for Reclamation percentage for Secondary power costs and CAWD's percentage for Tertiary's power costs due to the Lab's power usage

(2) Reduced power production due to the Micro-Turbine off line for modification of exhaust piping





# STAFF REPORT



To: Board of Directors

From: Ray De Ocampo  
Laboratory/Environmental Compliance  
Supervisor

Date: January 30, 2020

Subject: Monthly Report – December 2019

## RECOMMENDATION

Receive Report-Informational only; No action required

## DISCUSSION

### LABORATORY REPORT

- The follow-up results for Final Effluent samples collected on December 2, 2019 for DDD (Dichlorodiphenyldichloroethane) compounds came back non-detect by the contract laboratory.
- The laboratory staff has been testing the digester solids being removed from Digester #1 cleaning project. The digester cleaning started on November 22, 2019 and finished on December 9, 2019. The belt press cake and the belt press filtrate were tested for % Total Solids, Total Suspended Solids and Ammonia. Samples were collected from the Synago belt press for comparison data and plant operational data for high Ammonia loading going to the aeration system.
- On December 16, 2019 the laboratory UPS (Uninterruptible Power Supply) battery backup system was changed out by the Eaton technician. The service warranty guidelines recommendation is to change batteries every three to five years. This unit has been in service since 2014.
- Laboratory staff started to run Phosphate analysis on Pre and Post MF (Micro Filtration) Feed samples per the instructions of the Plant Superintendent Waggoner.
- Laboratory Supervisor De Ocampo placed an order to Foss North America for a new Foss Distillation Unit. The expected delivery is 6-8 weeks.

## **ENVIRONMENTAL COMPLIANCE REPORT**

- Mr. De Ocampo has been working on setting up an appointment with Highlands Inn Director of Engineering Terry Riffle to review the changes that have been made to the sewer lines that go the grease interceptor.
- Source Control Inspectors Mui and Holland delivered completed discharge permits to restaurants. They are also sending out discharge permits applications to business that are near expiration.

**Restaurant Inspection Table**

<b>Restaurant</b>	<b>Compliant</b>	<b>Reason for Non-Compliance</b>	<b>Comments</b>
La Bicyclette	Yes		
The Stationaery	Yes		
Friar Tuck	Yes		
Seventh & Dolores	Yes		
The Tuck Box	Yes		
Il Foranio	Yes		
Flying Fish Grill	Yes		
Patissiere Boissiere	Yes		
Quail Lodge	Yes		

**Grocery Store/Delicatessen Inspection Table**

<b>Grocery Store/Delicatessen</b>	<b>Compliant</b>	<b>Reason for Non-Compliance</b>	<b>Comments</b>
None			

**Restaurant Compliance Table**

<b>% Compliance</b>	<b>Maintenance</b>	<b>Mechanical</b>
October 2019	100%	100%
November 2019	100%	100%
December 2019	100%	100%

## **FUNDING**

N/A-Informational item only

ID	Project Number	Task Name	Manager	Start	Finish	Cost	Status	2019		2020		2021	
								H1	H2	H1	H2	H1	H2
0		Projects Implementation Plan Schedule											
1		Treatment Plant Projects											
2	18-01	Mech/Elec Rehab and Sludge Holding Tank Replacement Project	Treanor	Mon 4/30/18	Fri 5/6/22	\$10,150,000.00	100% Design In Phase						
8	18-02	Ops Building Historian and Reporting	Foley	Mon 4/2/18	Tue 3/31/20	\$140,000.00	In Procurement Phase						
12	18-03	CMMS Improvements (Ops Rounds)	Foley	Wed 7/11/18	Fri 1/31/20	\$100,000.00	Conceptualizing Tablet Data Entry for Ops Rounds						
15	18-09	Secondary Clarifier No. 1 Rehab	Waggoner	Thu 7/5/18	Fri 1/31/20	\$250,000.00	Punchlist/Closeout						
19	18-05	PLC/SCADA Programming (PARTIAL RECLAMATION)	Foley	Mon 10/8/18	Tue 7/13/21	\$300,000.00	Ongoing Programming Work						
30	18-08	Standby Power Reliability Project	Foley	Mon 10/8/18	Fri 10/23/20	\$730,000.00	Design						
36	18-07	Digester No. 1 & Old No. 2 Purging and Cleaning	Treanor/Young	Fri 3/15/19	Tue 6/30/20	\$317,250.00	Digester No. 1 Complete / Ops to Clean Remainder of Old Digester No. 2						
43	18-11	Microturbine Integration Project	Treanor/Foley	Tue 6/4/19	Tue 6/30/20	\$510,000.00	Pre-Design / Installing New Controls for 65 kW						
48	19-01	Onsite Flood Mitigations (PARTIAL RECLAMATION)	Treanor	Mon 7/1/19	Mon 6/29/20	\$100,000.00	Implementation						
49	19-10	1 Water Corrosion Control	Waggoner	Mon 7/1/19	Fri 6/12/20	\$30,000.00	Pilot Testing Ionization System at Chlorine Building In Study Phase						
50	18-28	Perimeter Tree Plan and Implementation	Treanor	Mon 7/1/19	Tue 6/30/26	\$120,000.00							
51	19-18	Plant Fence Replacement	Foley	Mon 12/2/19	Tue 7/20/21	\$150,000.00	On Hold / Permitting						
55	19-19	Aeration Basin Improvements 19/20	Waggoner	Mon 3/2/20	Tue 6/30/20	\$140,000.00	In 10% Vendors Research Phase						
58		Cathodic Protection Testing	Treanor	Mon 2/3/20	Fri 1/29/21	\$30,000.00	Inactive						
59		Cart Charging and Parking	Foley	Mon 2/3/20	Fri 8/13/21	\$50,000.00	Inactive						
60		Operations Bldg Basement Renovation	Waggoner	Mon 2/3/20	Tue 6/30/20	\$50,000.00	Inactive						
61		Plant Paving, Vault Lids, Drainage	Treanor	Wed 7/1/20	Tue 3/29/22	\$50,000.00	Inactive						
62		Chlorine Contact Pipe Gallery Repairs	Treanor	Fri 1/1/21	Mon 3/29/21	\$44,000.00	Inactive						
65		RAS Pump/Piping Rehab	Treanor	Tue 2/1/22	Wed 6/1/22	\$0.00	Inactive						
66		Lunch Room MCC Replace with Panelboard	Foley	Wed 6/1/22	Thu 11/3/22	\$140,000.00	Inactive						
69		Treatment Plant Studies & O&M Manuals	Treanor	Fri 6/28/19	Wed 7/24/24	\$270,000.00							
70	19-14	BioWin Modeling	Treanor	Fri 6/28/19	Fri 1/31/20	\$50,000.00	Final Report and Workshop in January 2020						
71		Coastal Hazards Monitoring Plan	Treanor	Fri 5/1/20	Fri 4/30/21	\$35,000.00	Inactive						
72		Long Term SLR Planning	Treanor	Mon 5/3/21	Mon 5/2/22	\$35,000.00	Inactive						
73		Online O&M Manual	Treanor	Wed 9/1/21	Wed 7/24/24	\$150,000.00	Inactive						
74		Reclamation Projects											
75	18-24	Reclamation Sand Filter Integration Project	Waggoner	Wed 5/9/18	Fri 1/31/20	\$100,000.00	Troubleshooting Sand Filter Startup						
81	18-26	RO Pretreatment Acid Tanks and Containment	Treanor	Fri 6/8/18	Tue 4/13/21	\$415,000.00	On Hold / Permitting						

ID	Project Number	Task Name	Manager	Start	Finish	Cost	Status	2019		2020		2021	
								H1	H2	H1	H2	H1	H2
86	19-12	MF/RO Sound Barriers	Treanor	Mon 7/29/19	Fri 12/27/19	\$80,000.00	First Phase Enclosure Complete, Gathering Data	MF/RO Sound Barriers					
87	19-16	Tertiary MF/RO Standby Power	Foley	Mon 7/1/19	Fri 10/30/20	\$350,000.00	Preliminary Design	Tertiary MF/RO Standby Power					
88	19-15	MF Feed Pipe Replacement	Treanor	Mon 11/4/19	Fri 4/3/20	\$30,000.00	Corrective Replacement Complete, Additional Work in Queue	MF Feed Pipe Replacement					
89	19-20	RO Membrane Replacement	Waggoner	Mon 11/4/19	Tue 12/31/19	\$180,000.00	Complete	RO Membrane Replacement					
90		Reclamation Line Cathodic Protection Testing	Treanor	Wed 7/1/20	Tue 12/1/20	\$25,000.00	Inactive	Reclamation Line Cathodic Protection Testing					
91		Painting Project	Treanor	Wed 7/1/20	Tue 12/1/20	\$75,000.00	Inactive	Painting Project					
92		Reclamation Studies	Treanor	Mon 7/1/19	Tue 6/1/21	\$75,000.00		Reclamation Studies					
93		Trussell MF/RO Performance Review	Treanor	Mon 7/1/19	Tue 3/31/20	\$40,000.00	In Study Phase	Trussell MF/RO Performance Review					
94		Reclamation 15-Year Asset Management Assessment	Treanor	Wed 7/1/20	Tue 6/1/21	\$35,000.00	Inactive	Reclamation 15-Year Asset Management Assessment					
95		Collections Projects						Collections Projects					
96	19-02	Pretreatment Ordinance	Lather	Fri 11/15/19	Fri 3/13/20	\$0.00	In Preparation	Pretreatment Ordinance					
97	18-16	Highlands H2S Control	Lauer	Mon 4/16/18	Fri 2/28/20	\$0.00	Testing and Addressing Grease Source at Highlands Inn	Highlands H2S Control					
99	18-17	Hatton Canyon Pipe Bursting	Lather	Wed 5/23/18	Thu 10/15/20	\$1,450,000.00	Re-Bid in February 2020 / Grant Has Been Approved	Hatton Canyon Pipe Bursting					
100	19-17	Hatton Canyon Road Maintenance	Lather	Mon 8/26/19	Sat 11/30/19	\$298,000.00	Construction Completed	Hatton Canyon Road Maintenance					
101	18-18	Pump Station PLC/SCADA Replacement	Foley/Lather	Wed 7/18/18	Tue 9/29/20	\$600,000.00	Panels Delivered/Bid Prep for Install Contract	Pump Station PLC/SCADA Replacement					
102	19-03	Carmel Meadows Gravity Sewer Improvements	Lather	Fri 3/15/19	Wed 6/30/21	\$1,294,000.00	Preliminary Design	Carmel Meadows Gravity Sewer Improvements					
103	19-07	Rio Road CIPP Lining Project	Lather	Mon 7/1/19	Fri 8/28/20	\$1,340,000.00	Design	Rio Road CIPP Lining Project					
104	18-29	September Ranch Water and Sewer	Lather	Fri 3/1/19	Fri 7/30/21	\$0.00	Study	September Ranch Water and Sewer					
108	19-13	Upper Rancho Canada Upsize Line	Lather	Mon 7/1/19	Fri 2/2/24	\$1,500,000.00	Design / CEQA	Upper Rancho Canada					
109	18-27	Highlands FM ARVs	Lauer	Wed 7/1/20	Wed 10/14/20	\$60,000.00	Inactive	Highlands FM ARVs					
110		Highlands FM Flushing	Lauer	Wed 7/1/20	Mon 11/30/20	\$75,000.00	Inactive	Highlands FM Flushing					
114		Rancho Canada New Development	Lather	Wed 11/6/19	Tue 6/11/24	\$1,500,000.00	Inactive	Rancho Canada					
115		Assessment Districts/Annexations	Lather	Tue 7/3/18	Wed 6/30/21	\$50,000.00		Assessment Districts/Annexations					
116	19-09	2019 Mass Annexation	Lather	Fri 3/15/19	Tue 6/30/20	\$50,000.00	CEQA	2019 Mass Annexation					
117	18-21	Corona Road Assessment District	Lather	Thu 8/2/18	Tue 6/30/20	\$0.00	Circulating Petition	Corona Road Assessment District					
118	19-05	Riley Ranch Annexation/Connection	Lather	Thu 8/2/18	Tue 6/30/20	\$0.00	On Hold	Riley Ranch Annexation/Connection					
119	19-08	Carmel Valley Manor Sewer	Lather	Tue 7/3/18	Wed 6/30/21	\$0.00	In Design By Owner	Carmel Valley Manor Sewer					
120		Collections Studies / Reports	Lauer/Lather	Mon 7/1/19	Fri 7/17/20	\$105,000.00		Collections Studies / Reports					
121		Monte Verde and Bay/Scenic FM Assessment	Lauer/Lather	Mon 2/3/20	Fri 7/17/20	\$75,000.00	Inactive	Monte Verde and Bay/Scenic FM Assessment					
122	19-06	Collection System SSMP	Lauer/Lather	Mon 7/1/19	Fri 2/28/20	\$30,000.00	Draft Audit Under Review	Collection System SSMP					



*Photo: Existing Headworks Motor Control Center to Be Replaced in Project*

**Project Name:** WWTP - Elec/Mech Rehab & Sludge Holding Tank Replacement Project  
**Project Location:** Wastewater Treatment Plant  
**Project Manager:** Treanor  
**Project Number:** 18-01  
**Status:** In 100% Design Phase  
**Project Description:** The WWTP Rehabilitation Phase II Project is a multi-area project at the WWTP aimed at mitigating risk of failure in the Influent Pump Station, Headworks, 3W/Chlorine Analyzer Building, Effluent Building and Sludge Storage Tank. Most of the work involves replacing aged electrical and mechanical equipment in existing buildings.  
**Department:** Treatment  
**Budget Status:** Budget: \$9,150,000  
 Actual to Date: \$794,383  
**Reclamation Share:** Estimated at 4% of project cost. Actual share TBD based on Construction Costs.  
**Other Entities:** Pebble Beach Community Services District, CAWD/PBCSD Reclamation Project  
**Permits Required:** Coastal Development Permit  
**Challenges:** Electrical Cutover Coordination  
**Schedule:**

- Design to be completed in 2019
- Construction anticipated for 2020 through 2021

**Consultants:** Kennedy/Jenks Consultants (Design Engineer)  
**Contractor:** TBD



*Photo: Existing Server Hardware that will be replaced in Project*

**Project Name:** Ops Building Historian and Reporting  
**Project Location:** Wastewater Treatment Plant  
**Project Manager:** Foley  
**Project Number:** 18-02  
**Status:** In procurement phase.  
**Project Description:** The report writer and historian system provide historical data for compliance and process reports. The existing system is connected to the legacy Supervisory Control and Data Acquisition (SCADA) system. This project will update the reporting hardware and software and integrate the system with the updated SCADA system. The update was necessary since the legacy system it was based on no longer supported Windows 7 platform.  
**Department:** Treatment  
**Budget Status:** Budget: \$77,245  
 Actual to Date: \$36,503  
**Reclamation Share:** Estimated at 50%.  
**Schedule:**

- Design to be completed in 2019
- Report and Historian configuration to be completed by June 2020.

**Consultants:** WorkSmart Automation  
**Contractor:** N/A

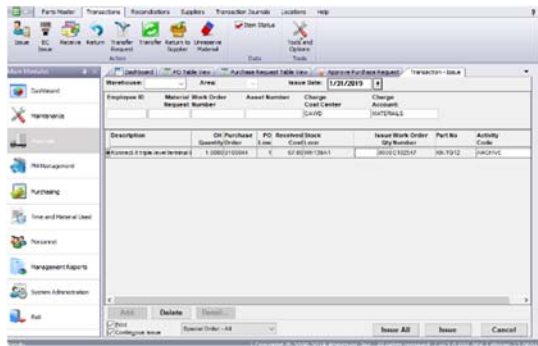


Photo: Mainsaver CMMS Dashboard

**Project Name:** Computerized Maintenance Management Software (CMMS) Improvements

**Project Location:** Wastewater Treatment Plant

**Project Manager:** Foley

**Project Number:** 18-03

**Status:** Final Testing Phase

**Project Description** The CMMS system tracks work orders, assets and inspections for the treatment plant and reclamation facility. Staff perform inspections of the equipment and currently write down the data and then double enter into the computer system. This project will update the software to the latest version and provide a new mobile module so that inspection rounds and work orders can be completed in the field saving duplicate data entry and providing information to staff while in front of the equipment. This will reduce errors in data entry and improve efficiency by providing staff with improved resources when inspecting and maintaining equipment.

**Department:** Maintenance

**Budget Status:** Budget: \$100,000  
Actual to Date: \$94,036

**Reclamation Share:** Estimated at 50%.

**Schedule:**

- Completion in Spring of 2020.

**Consultants:** JB System DBA Mainsaver

**Contractor:** N/A

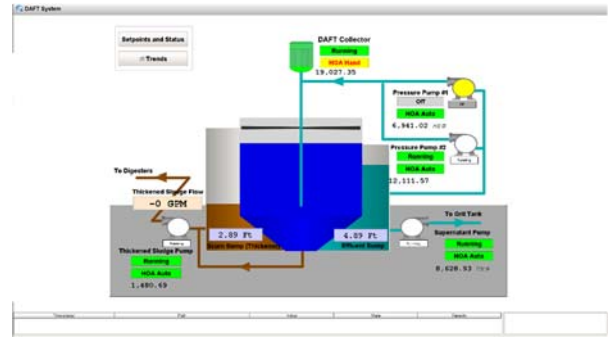


Photo: DAFT SCADA Overview

**Project Name:** Programmable Logic Controller (PLC) and Supervisory Control and Data Acquisition (SCADA) Programming Project

**Project Location:** Wastewater Treatment Plant

**Project Manager:** Foley

**Project Number:** 18-05

**Status:** In progress

**Project Description** During the Phase 1 project a new SCADA software package from Inductive Automation was installed in parallel with the existing system. This project includes the migration of the remaining SCADA screens from the legacy system to the new system. The PLC code is also being updated to the CAWD standards that are being developed during this project. This project is necessary to replace obsolete software and hardware so that the automated controls, alarms and reporting remain accurate and reliable.

**Department:** Treatment

**Budget Status:** Budget: \$300,000  
Actual to Date: \$160,281

**Reclamation Share:** Partial Reclamation

**Schedule:**

- Existing SCADA to be migrated in 2020
- SCADA screens will be revised for equipment that is replaced during Mechanical and Electrical Rehabilitation Project

**Consultants:** Informative Controls

**Contractor:** N/A



Photo: Digester No. 1

**Project Name:** Digester No. 1 & Old Digester No. 2 Purging and Cleaning

**Project Location:** Wastewater Treatment Plant

**Project Manager:** Treanor

**Project Number:** 18-07

**Status:** Digester No. 1 Complete / Ops to Clean Remainder of Old Digester No. 2

**Project Description:** Digester No. 1 hasn't been cleaned in 19-years. Rule of thumb would be to clean every 10 years. A contractor will clean Digester No. 1 which is anticipated to have a considerable unknown amount of debris buildup in the digester. After cleaning Digester No. 1 will remain offline until rehabilitation can occur. Old Digester No. 2 is planned to be demolished. Old Digester No. 2 will be drained by staff as it will not have debris buildup because it was a Secondary Digester (Treating supernatant from Digester No. 1).

**Department:** Treatment

**Budget Status:** Budget: \$317,250  
Final: \$306,245

**Reclamation Share:** N/A

**Other Entities:** N/A

**Permits Required:** N/A

**Challenges:** Unknown quantity of debris in Digester No. 1

**Schedule:**

- Work to occur in Fall/Winter 2019

**Contractor:** Synagro WWT



Photo: Example Trailer Standby Generator

**Project Name:** Standby Power Reliability Project

**Project Location:** Wastewater Treatment Plant

**Project Manager:** Foley

**Project Number:** 18-08

**Status:** In Design Phase

**Project Description:** This project involves purchasing a trailer mounted 750kW generator to serve as a full capacity backup to the existing standby system in case the existing 750kW generator were to fail. The Main Switchgear would be reprogrammed to run off one generator with a standby (instead of the current split bus system). This would allow removal of the existing 450kW generator (which has obsolete controls and is not capable of powering the entire WWTP if the 750kW were to fail during a power outage).

**Department:** Treatment

**Budget Status:** Budget: \$730,000  
Actual to Date: \$1,000

**Reclamation Share:** N/A

**Other Entities:** N/A

**Permits Required:** Air Board Permit

**Challenges:** N/A

**Schedule:**

- Design to be completed in 2019
- Construction anticipated for 2020

**Consultants:** Beecher Engineering

**Contractor:** TBD





*Photo: Secondary Clarifier after new coating was applied.*

**Project Name:** Secondary Clarifier No. 1 Coating Rehabilitation

**Project Location:** Wastewater Treatment Plant

**Project Manager:** Foley

**Project Number:** 18-09

**Status:** Construction Complete and Punchlist items in progress

**Project Description:** This project will replace the secondary clarifier No. 1 mechanical equipment and bridge with new unit components. The metal components will be abrasive blasted and then coated. As part of the replacement updated controls will allow improved process control of the skimming arm speed. The new coating will prevent deterioration of the concrete.

**Department:** Treatment

**Budget Status:** Budget: \$250,000  
Actual to Date: \$281,216

**Reclamation Share:** 0%

**Schedule:**

- Construction complete in summer of 2019
- Asset will be placed back in service in fall of 2019

**Consultants:** None

**Contractor:** ERS Industrial, Rebuild-It



*Photo: Existing Gas Conditioning System*

**Project Name:** Microturbine Integration Project

**Project Location:** Wastewater Treatment Plant

**Project Manager:** Treanor/Foley

**Project Number:** 18-11

**Status:** Pre-Design / Installing New Controls for 65 kW Turbine

**Project Description:** Overhaul of existing gas conditioning system and controls for the microturbines. The existing gas conditioning system has been having continual mechanical failures which reduces the amount of time the Microturbines are in service. Significant overhaul of controls is needed to integrate the new 65kW turbine. CAWD is looking into a new gas conditioning system in case the existing system isn't sufficient to treat the gas after the larger 65 kW turbine is placed in service.

**Department:** Treatment

**Budget Status:** Budget: \$510,000  
Actual to Date: \$12,363

**Reclamation Share:** N/A

**Other Entities:** N/A

**Permits Required:** Air Board Permit, Coastal Commission Immaterial Amendment

**Challenges:** N/A

**Schedule:**

- Pre-Design to be completed in 2019/2020
- Final Design to be completed in 2020/2021-Construction anticipated for 2021

**Consultants:** Engine System Integrated

**Contractor:** TBD



Photo: View H2S damage to Calle La Cruz wet well

**Project Name:** H2S Control at Calle La Cruz Pump Station

**Project Location:** Collection System

**Project Manager:** Lauer

**Project Number:** 18-16

**Status:** Testing

**Project Description:** H2S gasses are causing damage to the wet well and are a health hazard. H2S readings of 700ppm have been observed. Staff have tried several different products and found CN-9 (Calcium Nitrate) to work. Working on dosage.

**Department:** Collections

**Budget Status:** Budget: \$0  
Actual to Date: \$0

**Permits Required:** N/A

**Challenges:** Getting the right dosage to remove odor. Dealing with source of problem.

**Schedule:** Ongoing

**Contractor:** In-house to date



Photo: View of a temporary repair of a manhole in Hatton Canyon

**Project Name:** Hatton Canyon Pipe Bursting

**Project Location:** Collection System

**Project Manager:** Lather

**Project Number:** 18-17

**Status:** Plan to start bidding process at 2/27/2020 meeting. A \$1M FEMA/OES Grant Awarded. All permits have been approved.

**Project Description:** Replace 5,570 linear ft. of 60-year old 8" vitrified clay, bell & spigot pipeline within Hatton Canyon, Experienced over 3 spills in past 20 years due to flooding. Replace with 10" butt welded HDPE pipe that will be watertight & anchored into upgraded manholes. This is designed to eliminate future spills.

**Department:** Collection

**Budget Status:** Budget: \$1,450,000  
Actual to Date: \$249,022

**Other Entities:** State Parks; Fish & Wildlife, Army Corps, FEMA, CalOES

**Permits Required:** State Parks Easement, Army Corps, U.S. Fish & Wildlife, State Fish & Wildlife, and Monterey County Encroachment Permit.

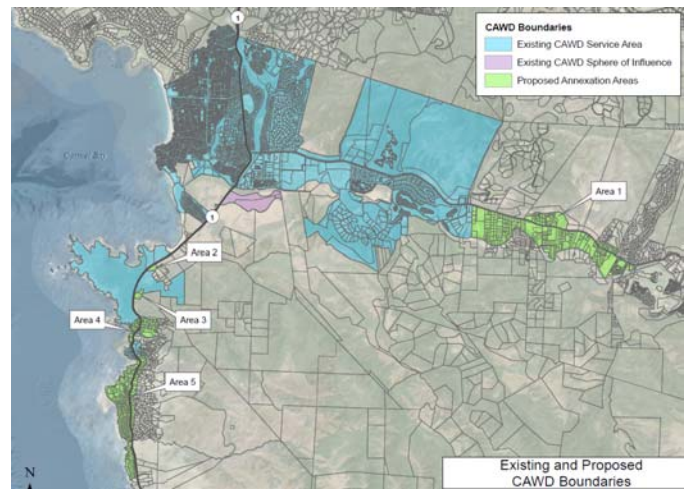
**Challenges:** The project is located within a State Parks easement along the west bank of Hatton Creek. Existing access road is surrounded by riparian habitat.

**Schedule:** Work required to be completed between June – October. Plan to construct project in 2020.



*Photo: Pump station Control Panel- PLC and Operator Interface will be upgraded at Pump stations.*

<b>Project Name:</b>	Pump Station PLC/SCADA Replacement
<b>Project Location:</b>	Collections Pump Stations
<b>Project Manager:</b>	Foley
<b>Project Number:</b>	18-18
<b>Status:</b>	Design Complete and Control Panels have been delivered.
<b>Project Description</b>	This project will replace the obsolete Programmable Logic Controllers at 7 sewage pump station that are no longer supportable due to lack of parts. The PLC programming will be updated, and the Supervisory Control and Data Acquisition Visualization screens will be updated to the Ignition SCADA software.
<b>Department:</b>	Treatment
<b>Budget Status:</b>	Budget: \$600,000 Actual to Date: \$279,215
<b>Reclamation Share:</b>	0%
<b>Schedule:</b>	<ul style="list-style-type: none"> <li>Construction complete in Fall of 2019</li> </ul>
<b>Consultants:</b>	Frisch Engineering
<b>Contractor:</b>	Technical Systems, Inc



*Photo: Areas of Potential Annexation*

<b>Project Name:</b>	Assessment District/Annexations
<b>Project Location:</b>	Collection System
<b>Project Manager:</b>	Lather
<b>Project Number:</b>	19-04, -05, -08, -09, 18-21
<b>Status:</b>	Finalizing Environmental Documents.
<b>Project Description:</b>	The project will provide the opportunity for homes and businesses to get off septic systems and add approximately 350 connections to the District at build-out. Interested areas include Corona Road, Riley Ranch, Carmel Valley Manor and Yankee Point.
<b>Department:</b>	Collections
<b>Budget Status:</b>	Budget: \$50,000 Actual to Date: \$14,764
<b>Permits Required:</b>	Environmental Review, LAFCO Annexation Approval
<b>Challenges:</b>	Getting homeowner groups to form an Assessment District to pay for infrastructure needed to connect to our sewer system.
<b>Schedule:</b>	Complete Environmental Review by January 2020, circulate MND in January 2020 and apply for LAFCO Annexation in March 2020.
<b>Consultant:</b>	Denise Duffy & Associates



*Photo: Existing Coagulation/Flocculation System and Sand Filters*

**Project Name:** Reclamation Sand Filter Rehabilitation

**Project Location:** Wastewater Treatment Plant  
Reclamation Project

**Project Manager:** Ed Waggoner

**Project Number:** 18-24

**Status:** Troubleshooting Sand Filter Startup

**Project Description** The Coagulation/Flocculation and Sand Filter equipment was bypassed and taken offline in 2008 once the Microfiltration and Reverse Osmosis Project started operation. These systems are being Rehabilitated and returned to service to provide pretreatment and phosphorous removal to allow more flow recovery on the Reverse Osmosis System.

**Department:** Treatment

**Budget Status:** Budget: \$60,000.00  
Actual to Date: \$31,000

**Reclamation Share:** 100% of project cost.

**Other Entities:** CAWD/PBCSD Reclamation Project

**Permits Required:** No Permits required as project is a maintenance project

**Challenges:** Age of mothballed equipment.

**Schedule:**

- Design to be completed in 2018
- This project is now on-line with final being projected by May 2020

**Consultants:** In house (Design Plant Engineer)

**Contractor:** In house staff



*Photo: Equalization Basin Variable Frequency Drives*

**Project Name:** EQ Basin Pump Electrical/Mechanical

**Project Location:** Wastewater Treatment Plant

**Project Manager:** Foley

**Project Number:** 18-25

**Status:** Complete

**Project Description** The equalization basin is utilized to store influent flow in order to provide more consistent flow to the reclamation facility since influent flows vary greatly during a 24-hour period. This project will install a second redundant pump and install new controls indoors. The existing panel is heavily corroded due to the outdoor location and is not reliable.

**Department:** Reclamation

**Budget Status:** Budget: \$80,000  
Actual to Date: \$73,373

**Reclamation Share:** Estimated at 100%.

**Schedule:**

- Design to be completed in 2019
- Report and Historian configuration to be completed by June 2020.

**Consultants:** Informative Controls

**Contractor:** Mailey Electric



*Photo: Existing totes used for Sulfuric Acid storage and Feed*

**Project Name:** RO Pretreatment Acid Tanks and Containment  
**Project Reclamation – MF/RO**  
**Location:** Treanor  
**Project Manager:**  
**Project Number:** 18-26  
**Status:** On Hold

**Project Description** Code compliance upgrades for existing acid chemical storage and feed system used by Reclamation for enhancing RO recovery. Project includes code compliant secondary containment and separation of dissimilar chemicals.

**Department:** Treatment

**Budget Status:** Budget: \$290,000  
Actual to Date: \$68,506

**Reclamation Share:** 100%

**Other Entities:** Reclamation Project

**Permits Required:** Coastal Development Permit

**Challenges:** N/A

**Schedule:**

- On hold for Coastal Commission

**Consultants:** Trussell Technologies, Inc

**Contractor:** TBD



*Photo: Eucalyptus trees on South Side of Treatment Plant*

**Project Name:** Perimeter Tree Plan and Implementation  
**Project Location:** Wastewater Treatment Plant  
**Project Manager:** Treanor  
**Project Number:** 18-28  
**Status:** In Study Phase

**Project Description** Planning and landscaping around the treatment plant. This will include looking into possibly replacing the non-native eucalyptus trees around the perimeter of the treatment plant with native tree species. The project will start with a study and plan to determine costs, sequencing schedule, and visual impacts. The eucalyptus trees around the plant have ongoing maintenance costs which may be offset in the long term with different type of tree screening. Purpose is to improve security around plant perimeter.

**Department:** Treatment

**Budget Status:** Budget: \$120,000  
Actual to Date: \$2,897

**Reclamation Share:** N/A

**Other Entities:** N/A

**Permits Required:** Currently unknown

**Challenges:** Time it will take for new trees to grow up that will fully screen treatment plant from view

**Schedule:**

- Study to occur in 2019

**Consultants:** Scott Hall Landscape Design

**Contractor:** TBD

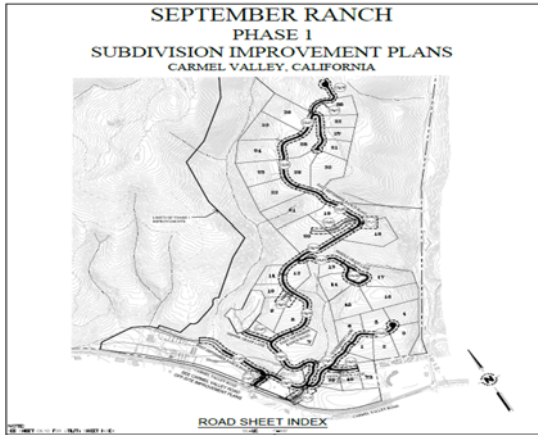


Photo: View new home development

**Project Name:** September Ranch Subdivision

**Project Location:** Collection and Water System

**Project Manager:** Lather

**Project Number:** 18-29

**Status:** Study

**Project Description:** New Subdivision with sewer and water services. CAWD is completing review of water system design, operations, and rates in order to decide if it is feasible to accept the water system.

**Department:** Collection

**Budget Status:** Budget: Paid by Clear Peak  
Bid: \$N/A  
Actual to Date: \$35,000

**Other Entities:** Clear Peak

**Consultants:** SRT Consultants -reviewing on behalf of CAWD  
Raftelis – providing rate study

**Permits Required:** N/A

**Challenges:** Groundwater treatment and reliability concerns.

**Schedule:** Phase I is anticipated to start construction in 2020 if CAWD accepts water system



Photo: Old Flood Door in Headworks Basement

**Project Name:** Critical Process Onsite Flood Adaptations

**Project Location:** Wastewater Treatment Plant

**Project Manager:** Treanor

**Project Number:** 19-01

**Status:** Implementation

**Project Description:** There are a few areas of the WWTP that may be vulnerable to inundation during a 100-year river flooding event. Although the actual impact to the process in the event of inundation of these areas may be minor, it would be prudent to mitigate any possible impacts of flooding on the treatment process. The areas that could be further adapted to avoid flooding inundation are: Headworks Basement Flood Door, Influent Access Hatch, Secondary Effluent Diversion Structure Hatches, Chlorine Contact Channel Hatches, Waste Gas Burner Operations.

**Department:** Treatment

**Budget Status:** Budget: \$100,000  
Actual to Date: \$21,788

**Reclamation Share:** 15% Reclamation

**Other Entities:** Reclamation Project

**Permits Required:** Coastal Development Permit

**Challenges:** N/A

**Schedule:**

- Planning in 2019
- Modifications in 2020

**Consultants:** N/A

**Contractor:** TBD

**PRE-TREATMENT ORDINANCE  
2020-XX**



**CARMEL AREA WASTEWATER DISTRICT**

**Project Name:** Update Pretreatment Ordinance

**Project Location:** Pretreatment/Collections

**Project Manager:** Lather/De Ocampo/Waggoner

**Project Number:** 19-02 Pre-Treatment Ordinance

**Status:** Review of draft provided by Ed Waggoner and Ray DeOcampo initiated

**Project Description:** Prepare a Pre-Treatment Ordinance that is in compliance with the current standard of practice and the State Water Resources requirements.

**Department:** Treatment

**Budget Status:** Budget: \$0.00

**Reclamation Share:** n/a

**Other Entities:** n/a

**Permits Required:** none

**Challenges:** none

**Schedule:**

- Complete Draft Ordinance for review in January 2020.
- Board approval of Ordinance in March 2020.

**Consultants:** none

**Contractor:** none



*Photo: View gravity pipe in Carmel easement*

**Project Name:** Carmel Meadows Pipeline

**Project Location:** Collection System

**Project Manager:** Lather

**Project Number:** 19-03

**Status:** Preliminary design

**Project Description:** The project will replace 1300 feet of Ductile Iron Pipe (DIP) on an aerial span and eight manholes by constructing a small pump station at the end of Mariposa Drive. This project is located on an easement parallel to Ribera Road and was originally installed in the early 1960's.

**Department:** Collections

**Budget Status:** Budget: \$1,324,000  
Actual to Date: \$152,879.56

**Permits Required:** Coastal Permit and Environmental Review

**Challenges:** Redirecting the sewer to the pump station without requiring booster pumps for individual houses.

**Schedule:** Design FY19/20. Construct FY20/21.

**Consultants:** SRT Consultants

**Contractor:** n/a

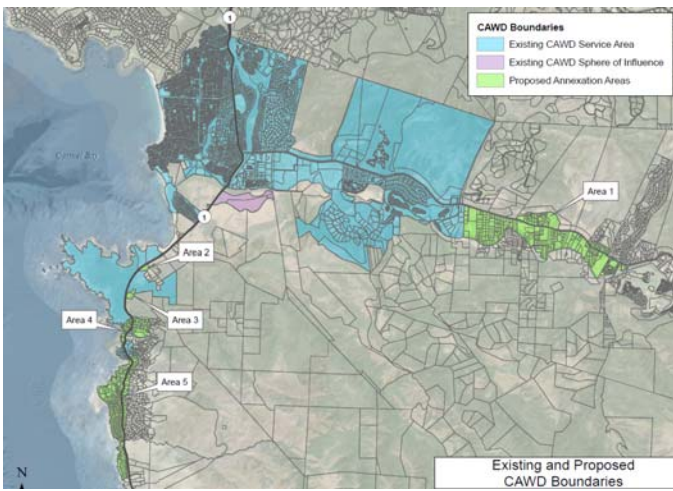


Photo: Areas of Potential Annexation

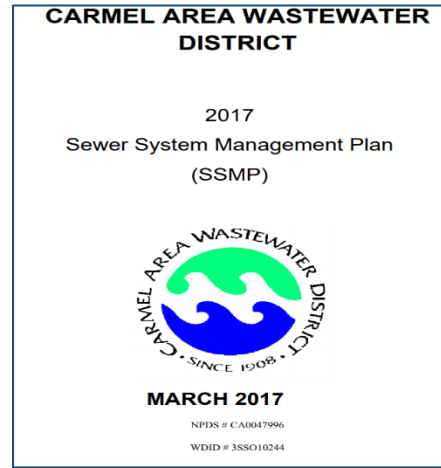


Photo: SSMP to be Audited

**Project Name:** Assessment District/Annexations

**Project Location:** Collection System

**Project Manager:** Lather

**Project Number:** 19-04, -05, -08, -09, 18-21

**Status:** Developing CEQA Documents

**Project Description:** The project will provide the opportunity for homes and businesses to get off septic systems and add approximately 350 connections to the District at build-out. Interested areas include Corona Road, Riley Ranch, Carmel Valley Manor and Yankee Point.

**Department:** Collections

**Budget Status:** Budget: \$50,000  
Actual to Date: \$14,764

**Permits Required:** Environmental Review, LAFCO Approval

**Challenges:** Getting homeowner groups to form an Assessment District to pay for infrastructure needed to connect to our sewer system.

**Schedule:** Complete Environmental Review by January 2020, circulate MND in January 2020 and apply for LAFCO Annexation in March 2020.

**Consultant:** Denise Duffy & Associates

**Project Name:** Collection System SSMP

**Project Location:** Collection System

**Project Manager:** Lather

**Project Number:** 19-06

**Status:** Draft audit under review

**Project Description:** Perform an audit of the 2017 SSMP and update in accordance with audit findings and current standards.

**Department:** Collection

**Budget Status:** Budget: \$30,000  
Actual to Date: \$30,000

**Other Entities:** N/A

**Permits Required:** N/A

**Challenges:** Collecting and analyzing information.

**Schedule:** Complete Update of SSMP in December 2019. Board to approve in January 2020.

**Consultant:** Causey Consulting





Photo: View CIPP Liner being installed

**Project Name:** Rio Rd CIPP Lining project

**Project Location:** Collection System

**Project Manager:** Lather

**Project Number:** 19-07

**Status:** Design

**Project Description:** The rehabilitation of 4000 feet of 24 to 27-inch diameter Asbestos Cement Pipe (ACP) trunk line that runs along Rio Road in Carmel. Lining existing pipe with (CIPP) Cured-In-Place Pipe. This pipe is in poor condition and is beyond its useful life. It was identified as a priority for repair in the Asset Management Plan.

**Department:** Collections

**Budget Status:** Budget: \$1,340,000  
Actual to Date:\$7,399

**Permits Required:** N/A

**Challenges:** Traffic Control.

**Schedule:** Construct late Spring 2020.

**Consultant:** Design by Kennedy/Jenks

**Contractor:** TBD



Photo: New #1 Water System where Corrosion System Project will be Installed

**Project Name:** WWTP – 1 Water Corrosion Control Project

**Project Location:** Wastewater Treatment Plant

**Project Manager:** Ed Waggoner

**Project Number:** 19-10

**Status:** Pilot Test Ionization System at Chlorine Building

**Project Description:** The number 1 Potable Water Distribution System was installed in the early 1970's when secondary processes were constructed at CAWD. The main piping is ductile iron pipe with service laterals of copper and galvanize pipes. To prevent rust and pipe damage to the system, technology will be installed to extend the life of the piping system using chemicals or ionization equipment.

**Department:** Treatment

**Budget Status:** Budget: \$30,000  
Actual to Date: \$4,370

**Reclamation Share:** Estimated at 1% of project cost.

**Other Entities:** CAWD/PBCSD Reclamation Project

**Permits Required:** Coastal Development Permit

**Challenges:** Using New technologies (Lorex Company)

**Schedule:**

- Design to be completed in 2019
- On-line and Pilot Test will last for one year, December 2020

**Consultants:** In house (Design Plant Engineer)

**Contractor:** In house staff



Photo: View of sewer line being replaced

**Project Name:** Monte Verde & 2<sup>nd</sup> sewer line replacement

**Project Location:** Collection System

**Project Manager:** Lather

**Project Number:** 19-11

**Status:** Construction completed.

**Project Description:** Replacement of damaged 6" sewer line with 8" line. This segment has had 2 previous SSO's and is under capacity. Replacing line prior to road resurfacing project.

**Department:** Collection

**Budget Status:** Budget: \$150,000  
Bid: \$91,100  
Actual to Date: \$100,659

**Other Entities:** N/A

**Permits Required:** N/A

**Challenges:** Narrow road with multiple buried utilities.

**Schedule:** Construction in September-October 2019.

**Contractor:** Monterey Peninsula Engineering



Photo: Sound Barriers partially installed around High Pressure RO Pumps

**Project Name:** MF/RO Sound Barriers

**Project Location:** Reclamation – MF/RO

**Project Manager:** Treanor

**Project Number:** 19-12

**Status:** First Phase Enclosure Complete, Gathering Data

**Project Description:** Sound from the RO feed pumps are suspected to create a slightly audible humming noise offsite due to the fact that these are high horsepower pumps and are not enclosed. This project will result in a new sound enclosure designed to absorb sound to reduce potential offsite noise and to reduce the noise inside the MF/RO facility.

**Department:** Treatment

**Budget Status:** Budget: \$35,000  
Actual to Date: \$9,991

**Reclamation Share:** 100%

**Other Entities:** Reclamation Project

**Permits Required:** N/A

**Challenges:** N/A

**Schedule:**

- Construction in progress, planned completion by end of 2019

**Consultants:** N/A

**Contractor:** N/A



Photo: View of proposed sewer line realignment

**Project Name:** Upper Rancho Canada Sewer line realignment and size increase

**Project Location:** Collection System

**Project Manager:** Lather

**Project Number:** 19-13

**Status:** Design

**Project Description** This project relocates an existing sewer trunk line that serves the eastern most assets of the District and is located within the proposed County Park at Rancho Canada. The trunk line varies in size from 12 inch to 8 inch and is made of Truss pipe material that was installed in the early 1970's. The pipe is damaged in many locations, has capacity issues and was identified as a priority in the Asset Management Plan.

**Department:** Collection

**Budget Status:** Budget: \$1,500,000  
Actual to Date: \$24,656

**Other Entities:** Monterey Regional Park District

**Permits Required:** Environmental Review

**Challenges:** Providing a design that allows CAWD access to assets and is acceptable to the Park District.

**Schedule:** Design FY 19/20.

**Consultants:** MNS Engineering  
Rincon Environmental

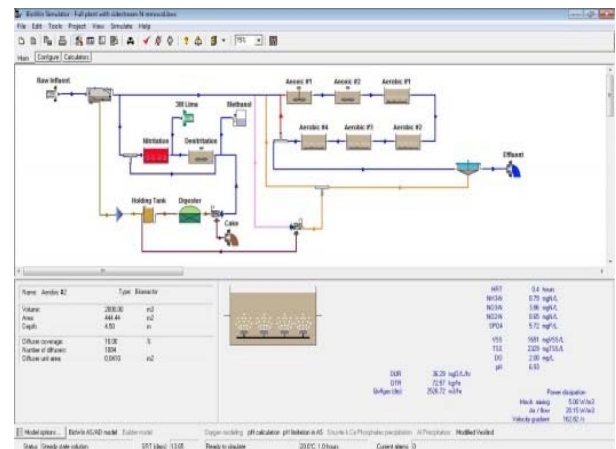


Photo: BioWin Model Screenshot

**Project Name:** Wastewater Treatment Plant Computer Model – BioWin Modeling

**Project Location:** Wastewater Treatment Plant

**Project Manager:** Treanor

**Project Number:** 19-14

**Status:** Final Report and Workshop in January 2020

**Project Description** Development of a computer model to predict how changes in operations will affect water quality to inform process optimization activities aimed toward the goal of energy and cost savings.

**Department:** Treatment

**Budget Status:** Budget: \$50,000  
Actual to Date: \$47,000

**Reclamation Share:** N/A

**Other Entities:** N/A

**Permits Required:** N/A

**Challenges:** N/A

**Schedule:**

- Study to occur in 2019

**Consultants:** Greeley and Hansen

**Contractor:** N/A



Photo: Existing Pipe (Left); New Pipe Example (Right)

**Project Name:** MF Feed Pipe Replacement

**Project Location:** Reclamation – MF/RO

**Project Manager:** Treanor

**Project Number:** 19-15

**Status:** Corrective Replacement Complete, Additional Work in Queue

**Project Description**  
 The existing pipe that feeds the Microfiltration membranes has failed twice in the last 5 years due to defects in the original pipe installation. The section that failed was replaced each time. When the pipe has failed in the past it took a few days to complete a repair during which time the MF system was offline. To mitigate any additional failures, it is planned to replace all the existing piping and redesign the pipe supports to reduce the physical stresses on the pipe.

**Department:** Reclamation

**Budget Status:** Budget: \$35,000  
 Actual to Date: \$16,335

**Reclamation Share:** 100%

**Other Entities:** Reclamation Project

**Permits Required:** N/A

**Challenges:** Maintaining MF/RO Production during construction

**Schedule:**

- Design and Procurement of Materials in January of 2020
- Construction in Spring 2020

**Consultants:** N/A

**Contractor:** N/A



Photo: Example Trailer Standby Generator

**Project Name:** Tertiary MF/RO Standby Power

**Project Location:** Reclamation – MF/RO

**Project Manager:** Foley

**Project Number:** 19-16

**Status:** Preliminary Design

**Project Description**  
 The Reclamation Project facilities were not designed with standby power to run the facility in the event of a power outage. This project would add the ability to power the reclamation process with generator power. This is necessary due to the probability of increased outages due to fire prevention. Prolonged outages during the summer and fall months would have a significant negative impact on water production.

**Department:** Treatment

**Budget Status:** Budget: \$350,000  
 Actual to Date: \$0

**Reclamation Share:** 100%

**Other Entities:** Reclamation Project

**Permits Required:** N/A

**Challenges:** N/A

**Schedule:**

- Preliminary Design in Fall 2019
- Potential Implementation in 2020

**Consultants:** Beecher Engineering

**Contractor:** N/A



*Photo: View of portion of Hatton Canyon Access Road that was repaired to allow access for construction equipment*

**Project Name:** Hatton Canyon Road Maintenance  
**Project Location:** Collection System  
**Project Manager:** Lather  
**Project Number:** 19-17  
**Status:** Construction completed.  
**Project Description:** Grading and re-establishing drainage of roughly 1500 feet of storm damaged road uphill of the pipeline project. Cal OES provided a \$298,000 grant to complete the work.  
**Department:** Collections  
**Budget Status:** Budget: \$298,000  
 Actual to Date: \$45,234  
**Permits Required:** State Parks found project to be Exempt from CEQA. State Parks will provide a construction easement.  
**Challenges:** Completing work prior to FEMA grant deadline of 7/31/2020 & without delaying the pipe bursting project downstream.  
**Schedule:** Design in process with accelerated bidding and construction prior to 12/1/2019.  
**Consultants:** MNS Engineering (Design Engineer)  
**Contractor:** Graniterock



*Photo: Eastern side of Perimeter Fence*

**Project Name:** Treatment Plant Perimeter Fence Replacement  
**Project Location:** Wastewater Treatment Plant  
**Project Manager:** Foley  
**Project Number:** 19-18  
**Status:** On-Hold / Permitting  
**Project Description:** The existing fence has failed and requires replacement to provide security, protect the public from accidentally entering the facility and prevent wild animals from entering the facility. The replacement fence will be constructed in the exact same location on the treatment plant property line.  
**Department:** Treatment  
**Budget Status:** Budget: \$150,000  
 Actual to Date: \$3,000  
**Permits Required:** Coastal Commission  
**Challenges:** N/A  
**Schedule:**

- Work to occur in Fall/Winter 2019

**Contractor:** TBD



*Photo: Existing air diffuser system*

<b>Project Name:</b>	WWTP – Aeration Basin Improvements, Basins 4A & 4B Project
<b>Project Location:</b>	Wastewater Treatment Plant
<b>Project Manager:</b>	Ed Waggoner
<b>Project Number:</b>	19-19
<b>Status:</b>	In 10% Vendors Research Phase
<b>Project Description</b>	The Aeration Basins 4A & 4B need to have additional diffusers installed to ensure the proper air (oxygen) transfer into the wastewater to support the aerobic microorganisms in the basins. Another needed improvement is to prevent short circuiting of flows in the basins. The installation of one curtain baffle in each tank will eliminate the short-circuiting issue.
<b>Department:</b>	Treatment
<b>Budget Status:</b>	Budget: \$140,000 Actual to Date: \$0.00
<b>Reclamation Share:</b>	Estimated at 0% of project cost.
<b>Other Entities:</b>	CAWD/PBCSD Reclamation Project
<b>Permits Required:</b>	No permits as project is preventative maintenance project
<b>Challenges:</b>	Weather conditions and Scheduling
<b>Schedule:</b>	<ul style="list-style-type: none"> <li>• Design to be completed in 2019</li> <li>• Construction anticipated for Spring 2020</li> </ul>
<b>Consultants:</b>	In house (Design Plant Engineer), Environetics for Baffles
<b>Contractor:</b>	TBD

# Staff Report



TO: Board of Directors

FROM: Ed Waggoner  
Operations Superintendent

SUBJECT: Monthly Report – December 2019

DATE: January 30, 2020

## RECOMMENDATION

Receive Report-Informational only; no action required

## DISCUSSION

### Plant Operation

#### Treatment Plant:

- The treatment plant operations staff has continued finishing up projects and concentrating on Prevent Maintenance Work Orders during the month of December. Staff has been working on operational efficiency on aeration system. Currently, staff has lowered the blower out from 85%+ output down to 55% blower output without any indications of effluent quality problems during project #18-07.
- (Project # 18-09) Secondary Clarifier #1 Plant staff is continuing the process of leveling weir system in the clarifier. Staff is awaiting the arrival of Rebuild-It Services Group to return and perform startup of the clarifier which was schedule for the week of December 16. John Lull, the main Service Technician, had a leg

injury and postponed the final service to a later date in January.

- (Project #18-07) Digester #1 cleaning project was completed on December 9, staff adjusted treatment plant processes during the cleaning to account for the high Ammonia and Biochemical Oxygen Demand loadings into the plant during the cleaning.

### **Reclamation:**

- CAWD Staff continues working with H2O Innovations on the remote communication and monitoring of the Micro Filtration and Reverse Osmosis systems to the following parties; Trussell Technologies, Scinor Water America, Evoqua Water Technologies and Carmel Area Wastewater District. CAWD staff is in final steps of bring the project to a completion of providing data to all the parties listed above.
- CAWD staff performed one Clean-in-place (CIP) on Micro Filtration (MF) cells number #1, #2 and #3 as routine maintenance.
- (Project # 18-24) Reclamation Sand Filter Integration Project CAWD is now online with some fine-tuning adjustments for chemical dosages that were made during the month of December.
- Plant staff and Hydranatics removed and successfully installed new Reverse Osmosis Membrane Elements during the week of December 9 on Reverse Osmosis Trains A & B. PWT (Professional Water Technologies) is scheduled to replace Reverse Osmosis Membrane Elements during the week of January 6, 2020 for Reverse Osmosis Train C.

### **Training:**

- Plant in-house training continues with weekly Safety meetings.

### **Capital Improvement**

- Staff continues to communicate with Patrick Treanor (CAWD) on the Electrical/Mechanical Rehabilitation and Sludge Holding Tank Replacement Project for the following areas: Influent Pump Station, Headworks, Blower Building, Chlor/Dechlor Building, Effluent Building, Digester No. 1, Digester No. 1 Control Building and Dewatering Building.



### **Meetings Attended**

- Monterey County Water Awareness Committee meeting December 12 at Gino's Restaurant in Salinas.

### **Discharge Permit Violations**

- No Reclamation Permit 93-72 discharge violations for the month of December 2019.
- No Violations on the NPDES (National Pollutant Discharge Elimination System) NPDES Number CA0047996, Order No. R3-2014-0012 for the month of December 2019.

### **FUNDING**

N/A-Informational item only

Respectfully Submitted,

*Edward Waggoner*

# STAFF REPORT



To: Board of Directors

From: Chris Foley, Maintenance Superintendent

Date: January 30, 2020

Subject: Monthly Maintenance Report – December 2019

## RECOMMENDATION

Receive Report- Informational only; no action required.

## DISCUSSION

### Maintenance Projects in Progress

- AT&T is in the process of upgrading the Treatment Plant Internet speed from 20/20Mbps (Megabits per second) to 50/50Mbps. The migration of the copper-based lines such as the VOIP (Voice Over Internet Protocol) to the fiber optic connection has increased the required bandwidth.
- The scrubber media for the microturbine gas conditioning is being replaced. The iron sponge units which remove the H<sub>2</sub>S (Hydrogen Sulfide) have a clog and require cleaning. The chiller unit failed and requires replacement. It is original to the system and staff is working with multiple vendors on replacement solutions.

### Upcoming Maintenance Projects

- Bryan Mailey Electric is replacing the microturbine PLC (Programmable Logic Controller) with an updated unit. The new unit will be added to the network so the system will improve integration with the new Digester and flare. This work can be completed since the system is out of service due to the chiller failure.
- Staff is planning preventative maintenance activities for the Reclamation facility. The activities include installation of new level transmitters in the wet wells, check valve rebuilds and pump inspections.

**Staff Development**

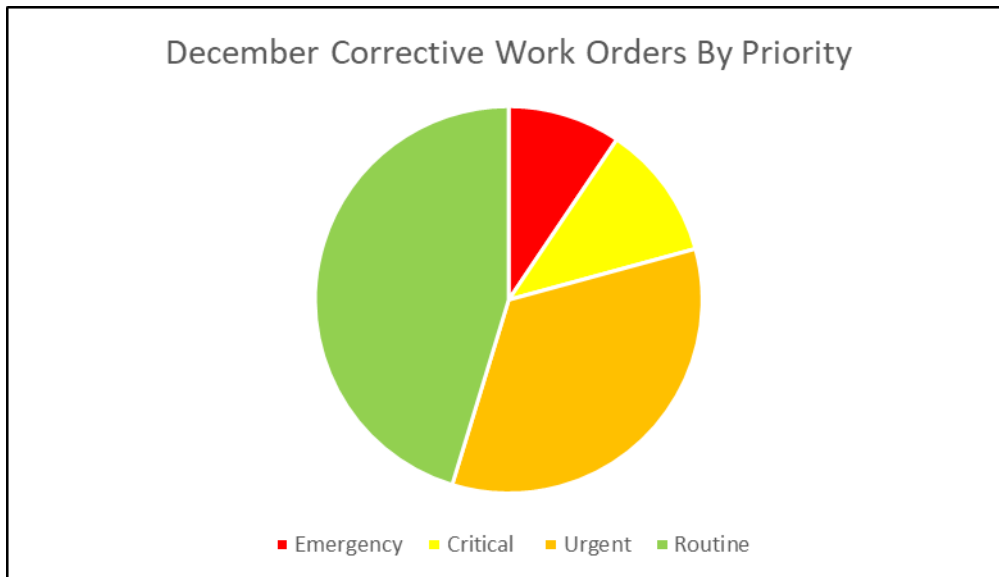
- Staff attended the Biowin modeling presentation to learn about the operation of the treatment plant.

**Work Order Metrics**

**Preventive Maintenance**

Total Work Orders Generated	271
Total Work Orders Closed/Done	226
Total Work Orders Still Open	45
Percentage of Work Orders Completed	83.39%

**Corrective Maintenance**



Emergency	5
Critical	6
Urgent	18
Routine	24

**FUNDING**

N/A- Informational item only

# STAFF REPORT



To: Board of Directors  
From: Rachél Lather, Principal Engineer  
Date: January 30, 2020  
Subject: General Engineering

## RECOMMENDATION

Receive Report- Informational only; no action required.

## DISCUSSION

This report is provided to update the Board on current engineering activities.

### General Engineering

The Principal Engineer continues to work on projects related to the 2019 Mass Annexation, including Carmel Valley Manor and Corona Road. The environmental review documents are being circulated and are available for your review. If there are minimal comments, we plan to bring the final document to your Board in March for final adoption and approval to submit an application with (Local Agency Formation Commission (LAFCO). Carmel Valley Manor (CVM) is continuing to work on their project to connect to the District and plan to construct in the Summer of 2020. CVM has been able to negotiate a suitable location for the pump station at the Quail Lodge Golf Course, which was the biggest hurdle to completing the design for this project. The Corona Road annexation project proponents have not returned our calls or emails, so it seems that their efforts have been stalled.

SRT Consultants (SRT) has completed the due diligence engineering study of September Ranch water system which includes an estimate of probable cost of owning and operating the water system. The cost estimate from SRT is significantly greater than the cost estimate from Whitson Engineers and we met with the owner's representative to discuss the differences. Much of it is the difference between the costs for a public agency with this work to be done in accordance with Department of Industrial Relations (DIR) rules and prevailing wages and a private developer. The engineer for September Ranch, Whitson Engineering, is working on updating the sewer plans, per CAWD's comments.

We have been in contact with the owner of the project directly and they have informed us that Clear Peak Development is no longer representing them. They also informed us that California American Water Company (Cal Am) has not agreed to remove September Ranch from their service area. Until that happens, CAWD cannot provide water for that subdivision.

Graniterock had substantially completed construction of the Hatton Canyon Access Road grading project on November 15, 2019. We re-inspected the site after the significant rainfall in December 2019 and requested that additional grading and placement of rock be completed at the top of the road and bottom. The interface between the new work and the existing conditions at each end of the road project needed to be adjusted. This is a common issue with this type of work, and we were able to negotiate with Graniterock to do the additional work. The additional work was completed on January 3, 2020. After the significant storm on January 16, 2020, staff inspected the road and it held up well.

## **FUNDING**

N/A- Informational item only

# Staff Report



TO: Board of Directors

FROM: Rach #l Lather, Principal Engineer

DATE: January 30, 2020

SUBJECT: Sewer System Management Plan (SSMP) Approval and Adoption

## RECOMMENDATION

It is recommended that the Board of Directors adopt a Resolution approving and adopting the Carmel Area Wastewater District Sewer System Management Plan (SSMP) and authorizing the General Manager to certify the plan as required by the State Water Resources Control Board (SWRCB) Order No. 2006-003 Statewide General Discharge Requirements.

## DISCUSSION

The District, as an owner/operator of a wastewater collection system with more than one mile of wastewater collection lines discharging to a publicly owned treatment plant is required to update the SSMP when significant changes have been completed or at least every five years and the Legally Responsible Official (LRO) must then certify the governing board SSMP adoption in the California SWRCB CIWQS (California Integrated Water Quality System) database. The SSMP is a document describing the activities the District uses to effectively manage its wastewater collection system. The concept behind the SSMP is that it contains all pertinent information that applies to the Collection system in one document. The SSMP acts as a reference guide for other documents or procedures within or that apply to the District's Collection System. The original SSMP was certified by the Board in April 2010. The last time the Board certified the SSMP was March 23, 2017.

The SWRCB requires the SSMP to be audited every two (2) years resulting in a formal Audit Report to ensure compliance with the regulations and to update the SSMP with any recommended changes. The District contracted with Causey Consulting of Walnut Creek California to assist staff with the SSMP Audit. The Audit resulted in recommending significant

changes to the SSMP which requires that the revised SSMP be approved and adopted by your Board.

Enclosed with this report is the completed SSMP and the Audit Report findings and recommendations. This SSMP will replace the 2017 SSMP. Once the SSMP has been adopted by the Board, a copy will be placed on the District's website (the current one is on the website now) along with the adoption resolution and all critical supporting documents and updated on the State Regional Water Resources Board's online database.

There is no requirement to submit our SSMP to the SWRCB if it is available on the District website. The District LRO is required to submit an electronic certification that we have submitted our plan to the Board for approval at a public meeting.

All attachments to the SSMP are available for review at the District offices.

## **FINANCIAL**

No impact

### Attachments:

1. 2019 SSMP (under separate cover)
2. 2019 SSMP Audit Report



**Carmel Area Wastewater District  
Sewer System Management Plan  
Internal Audit Report  
October 2019  
WDID: 3SSO10244**

**Prepared By:  
Causey Consulting  
Walnut Creek, California 94598**



## **SEWER SYSTEM MANAGEMENT PLAN CERTIFICATION**

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations

---

*Daryl Lauer, Collections Superintendent  
Legally Responsible Official*

## **Acronym Listing Used in The Audit Report**

CAWD	Carmel Area Wastewater District
CCTV	Closed Circuit Television
CIP	Capital Improvement Program
CIWQS	California Integrated Water Quality System
CMMS	Computerized Maintenance Management System
DS	Data Submitter
FEMA	Federal Emergency Management Agency
FOG	Fats, Oils and Grease
FSE	Food Services Establishment
GIS	Geographic Information System
GWDR	See WDR
ICOM	Carmel Area Wastewater District's Collection System Database
I/I	Infiltration/Inflow
LRO	Legally Responsible Official
MRP	Monitoring and Reporting Program
NPDES	National Pollution Discharge Elimination System
O&M	Operations and Maintenance
OERP	Overflow Emergency Response Plan
PBSCD	Pebble Beach Community Services District
PLC	Program Logic Controller
PS/FM	Pump Station/Force Main
RWQCB	Regional Water Quality Control Board
SCADA	Supervisory Control and Data Acquisition
SMBDG	Southern Monterey Bay Dischargers Group

SOP	Standard Operating Procedure
SSMP	Sewer System Management Plan
SSO	Sanitary Sewer Overflow
SSORP	Sanitary Sewer Overflow Response Plan
SWRCB	State Water Resources Control Board
USA	Underground Service Alert
WDID	Waste Discharge Identification Number 3SSO10244
WDR	Sanitary Sewer Waste Discharge Requirements
WQMP	Water Quality Monitoring Plan

## 1. SSMP Internal Audit

This internal audit reviews the Carmel Area Wastewater District (CAWD) March 2017 Sewer System Management Plan (SSMP). The District Board had originally adopted the District SSMP on August 26, 2010 in compliance with the State Water Resources Control Board (SWRCB) Order No. 2006-0003-DWQ General Sanitary Sewer Waste Discharge Requirements (WDR). This is the fourth audit that has been prepared by or for the District since the 2010 Board adoption.

The audit evaluates the documentation and implementation since the 2017 Audit Report and 2017 SSMP revision. The audit is intended to comply with the SWRCB WDR, for agencies that own or operate more than one mile of sanitary sewer collection systems discharging to a publicly owned treatment plant. In addition, it also evaluates compliance with the September 2013 Monitoring and Reporting Program (MRP) revised overflow event categories and recordkeeping requirements. The internal audit assesses the current state of compliance with WDR and the MRP provisions including effectiveness of program implementation, identifies opportunities for improvement or "deficiencies" found and recommends corrective actions to remedy these deficiencies.

## 2. Sewer System Background and Overview

CAWD is a special district dedicated to the protection of public health and the environment by the cost-effective collection and treatment of wastewater and the return of clean water to the environment. CAWD has been providing regional wastewater treatment services for over 100 years. The district oversees the management, operations and maintenance of a sanitary sewer collection system that includes 83 miles of pipe ranging from 6 inch to 27 inch in diameter, 7 District owned pump stations and 6 remote privately owned pump stations. The District Board consists of five members elected at large from the service area.

## 3. Internal Audit Program

Causey Consulting performed this internal audit on behalf of CAWD through evaluation of SSMP documentation provided, publicly available data sources such as the CAWD website and the California Integrated Water Quality System (CIWQS) database, and meetings and conversations with CAWD staff involved in the implementation of the SSMP and the District sanitary sewer system program. The following table lists the participants interviewed during the audit according to the Interview Schedule in Attachment 2.

Table 1: Participants in the SSMP Internal Audit

<b>Participant</b>	<b>Classification</b>	<b>Agency</b>
Barbara Buikema	General Manager	CAWD
Rachel Lather	Principal Engineer	CAWD
Daryl Lauer	Collection Superintendent	CAWD
Andrew Millington	Field Cleaning Crew	CAWD
Robert Bowman	Field Cleaning Crew	CAWD
Barry I. Blevins	Field Cleaning Crew	CAWD

Mark Napier	Field Cleaning Crew	CAWD
Ray de Ocampo	Pretreatment Coordinator	CAWD
Trevor Wirdner-Holland	Environmental Compliance Inspector	CAWD
Fanny Mui	Environmental Compliance Inspector	CAWD
Patrick Treanor	Plant Engineer	CAWD
Chris Foley	Maintenance Superintendent	CAWD

#### **4. Audit Timeline and Schedule**

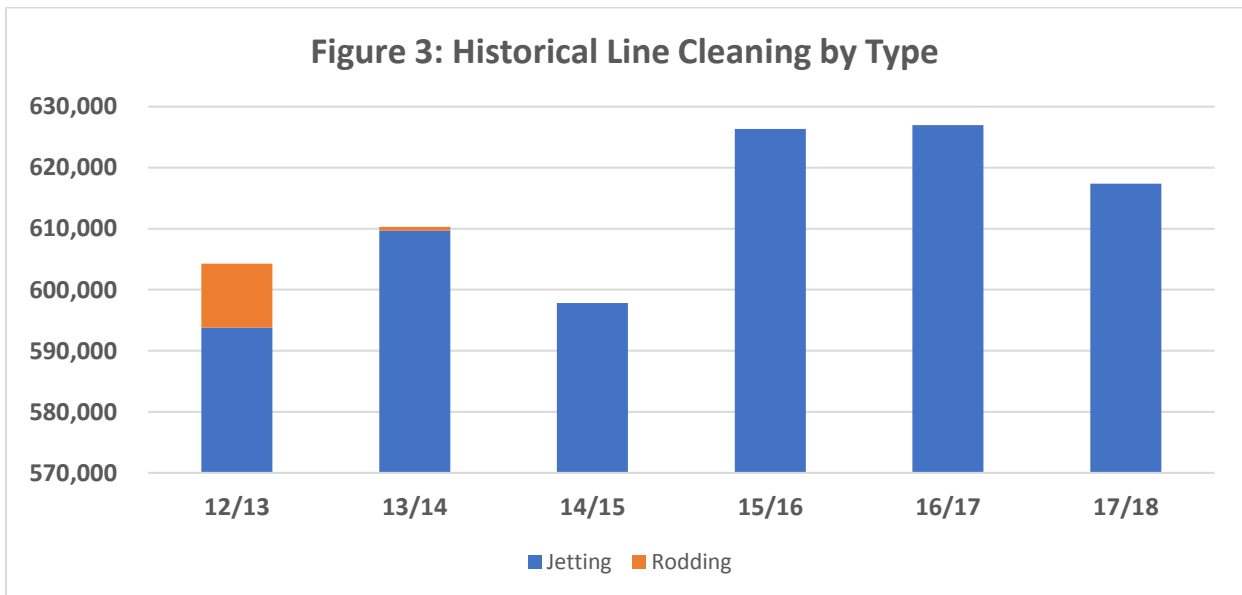
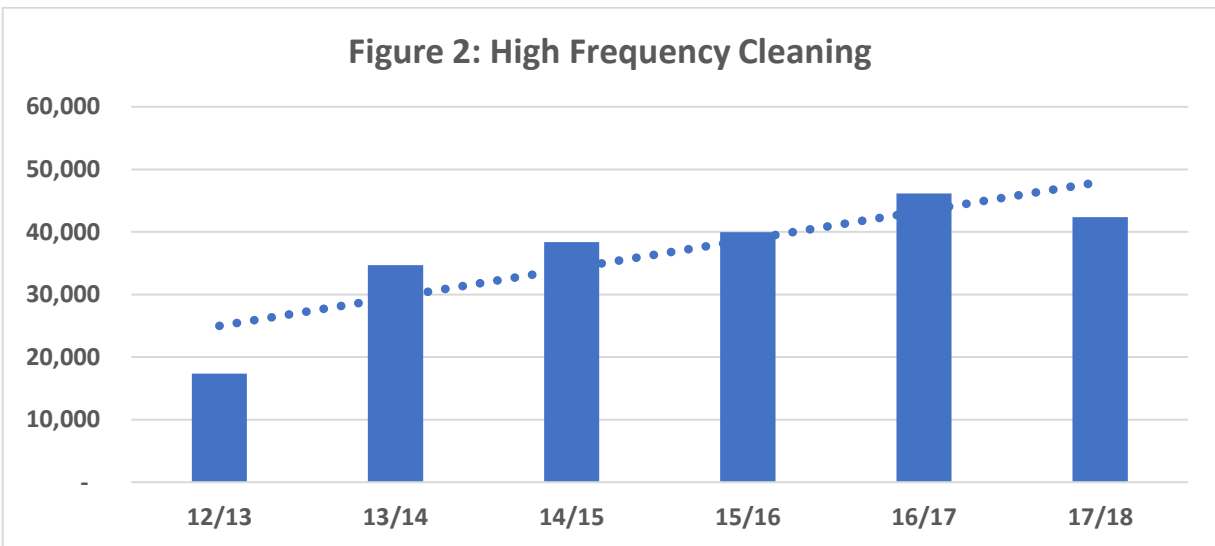
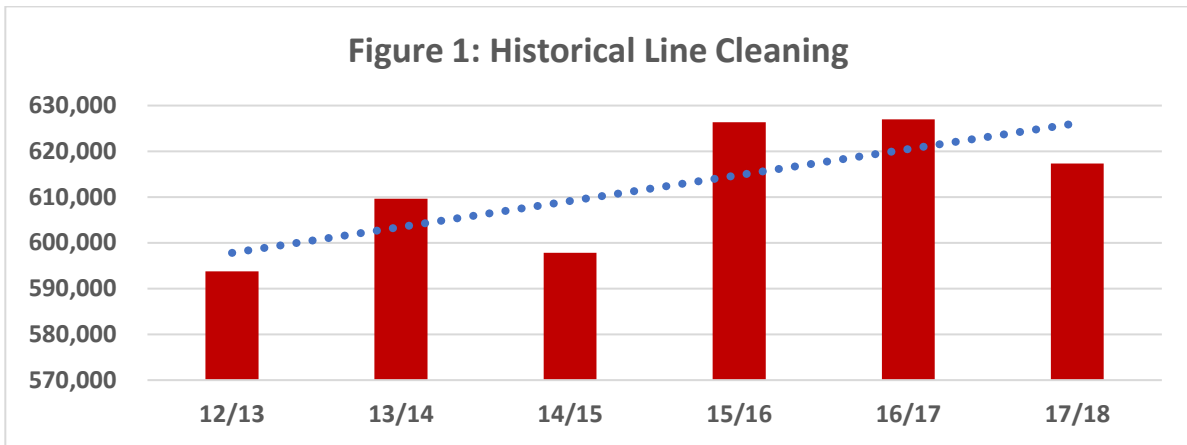
This internal audit work was authorized pursuant to an agreement between CAWD and Causey Consulting dated May 6, 2019. Internal audits of an agency SSMP must be conducted every two years from the original adoption date of the SSMP by the CAWD governing board. This Audit Report covers the period from May 2017 to May 2019. The audit included a review of the 2017 SSMP revision and Audit Report, all appendices and other ancillary documents provided by the District Staff. The audit began with a document request (see attachment 3 below) for relevant documents supporting the SSMP and completion of the Audit Checklist in Attachment 2. The purpose of the Audit Checklist is to inform the interviews and to establish areas that require evaluation during the audit.

A kick-off meeting with the project sponsors was conducted on July 22, 2019 to assure a complete understanding of the project scope, issues to be evaluated and schedule for the audit and presentation of historical operations and overflow graphs and charts. That was followed by field interviews of the staff positions identified in Section 3 above on September 27 as summarized in the Interview Schedule in Attachment 1. The purpose of the interviews was to gather information on the current operations and procedures of the District and to further determine staff understanding and compliance with the WDR and the 2013 MRP. Finally, a review of a sample of the CAWD overflow record keeping supporting certified reports in CIWQS was also conducted and a summary of findings was provided to the Collections Superintendent. The record keeping summary identified areas for improvement in overflow event documentation.

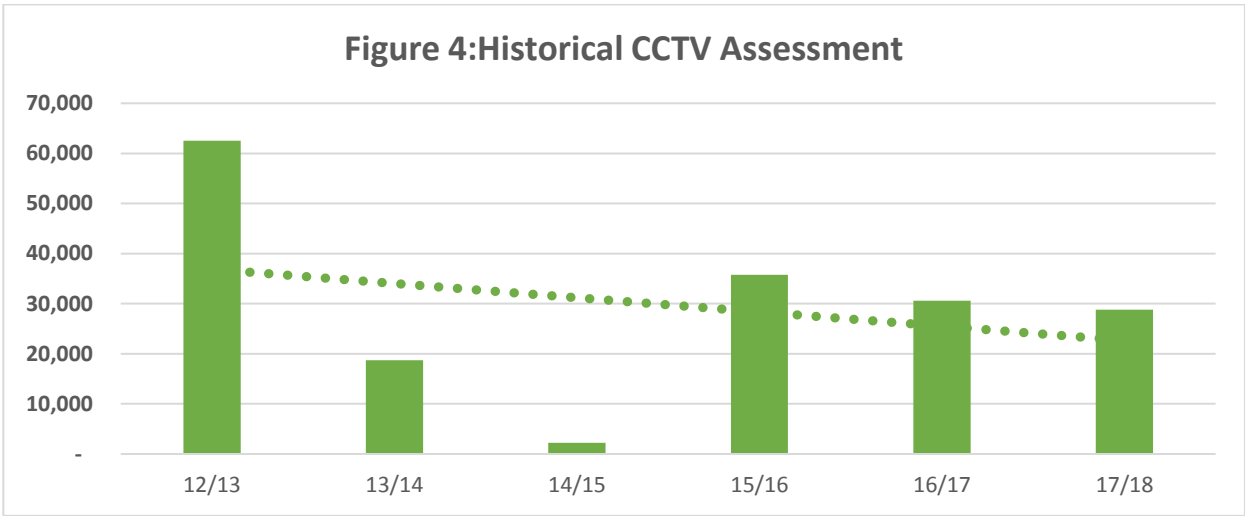
#### **5. Historical Sanitary Sewer Overflow Performance Results**

##### **Section 5A: Historical Maintenance Results**

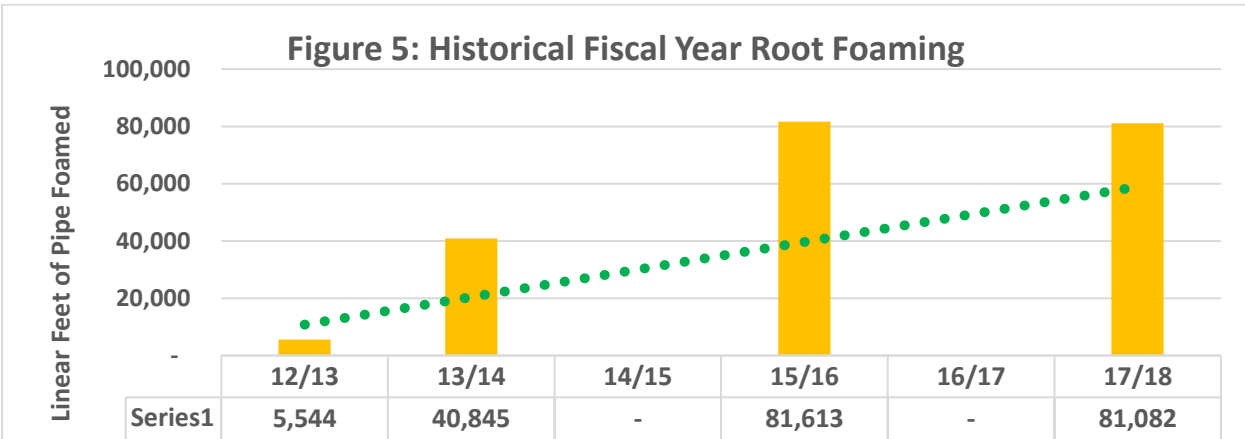
The following graphs provides historical summary information from CAWD's Annual Collection System Reports presented to the CAWD Board describing fiscal year collection system operations and maintenance performance results. These graphs provide a long term picture of the Districts O&M program and the effectiveness of the maturing sanitary sewer program described in the District SSMP.



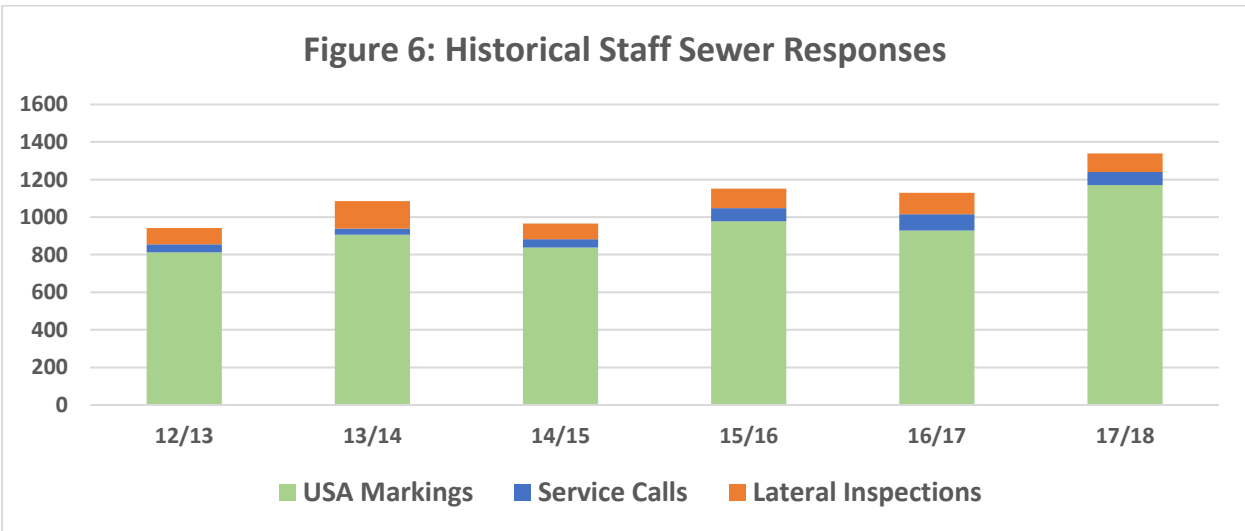
**Figure 4: Historical CCTV Assessment**



**Figure 5: Historical Fiscal Year Root Foaming**



**Figure 6: Historical Staff Sewer Responses**



## Section 5B: Historical Overflow Results

The following graphs provide historical results of sanitary sewer overflow activity from the CAWD collection system since record keeping in the State CIWQS System was instituted by the State of California in 2007. The data is taken directly from CIWQS and includes all CAWD certified data through June 30, 2019.

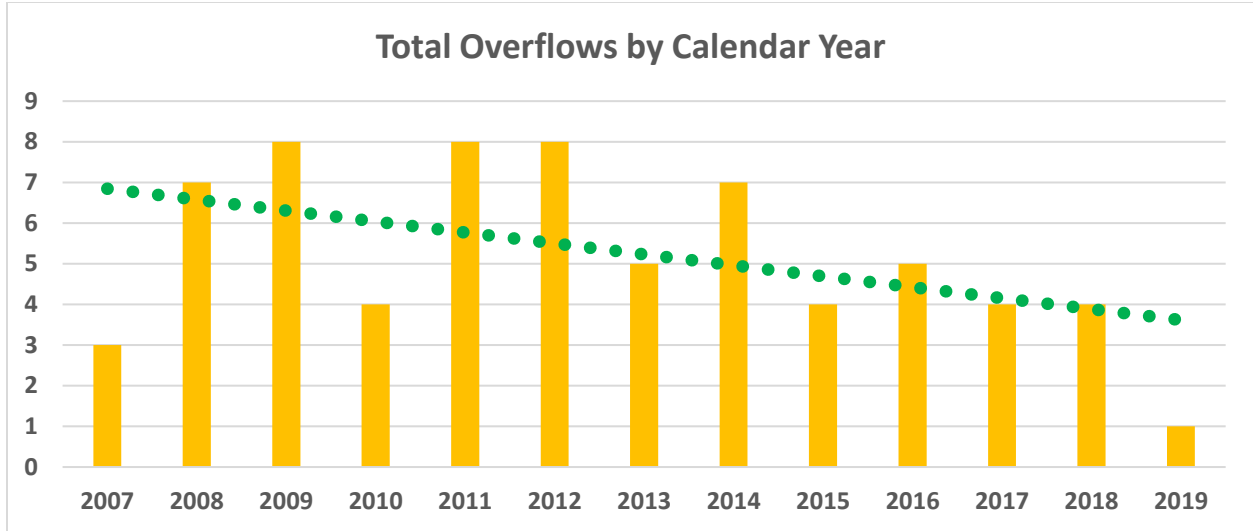


Figure 7: Sanitary Sewer Overflows by Fiscal Year

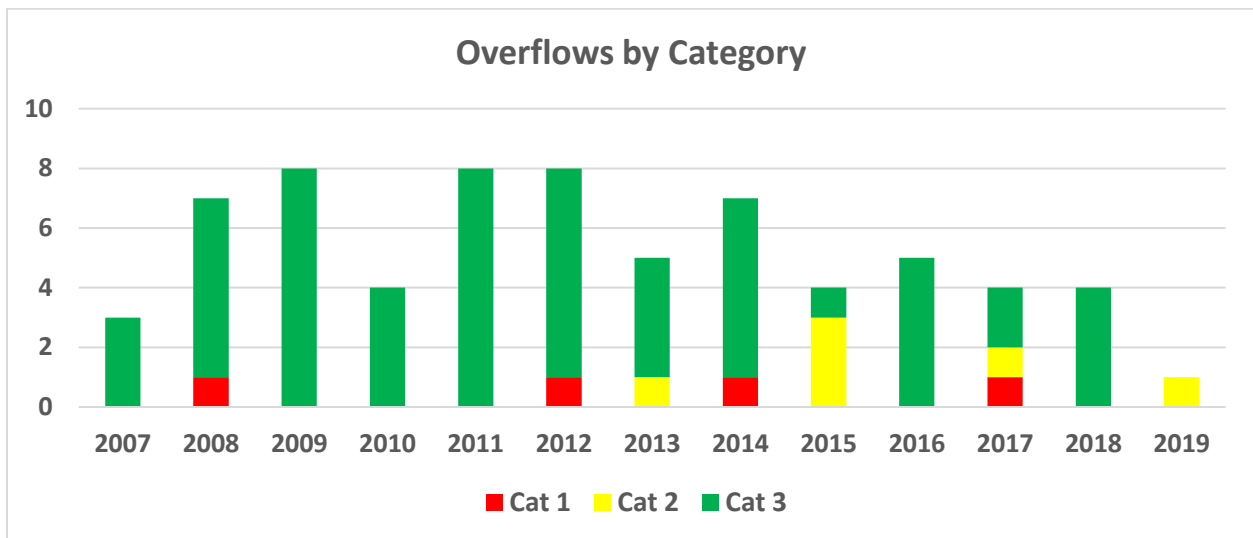


Figure 8: Sanitary Sewer Overflows by Overflow Category by Fiscal Year



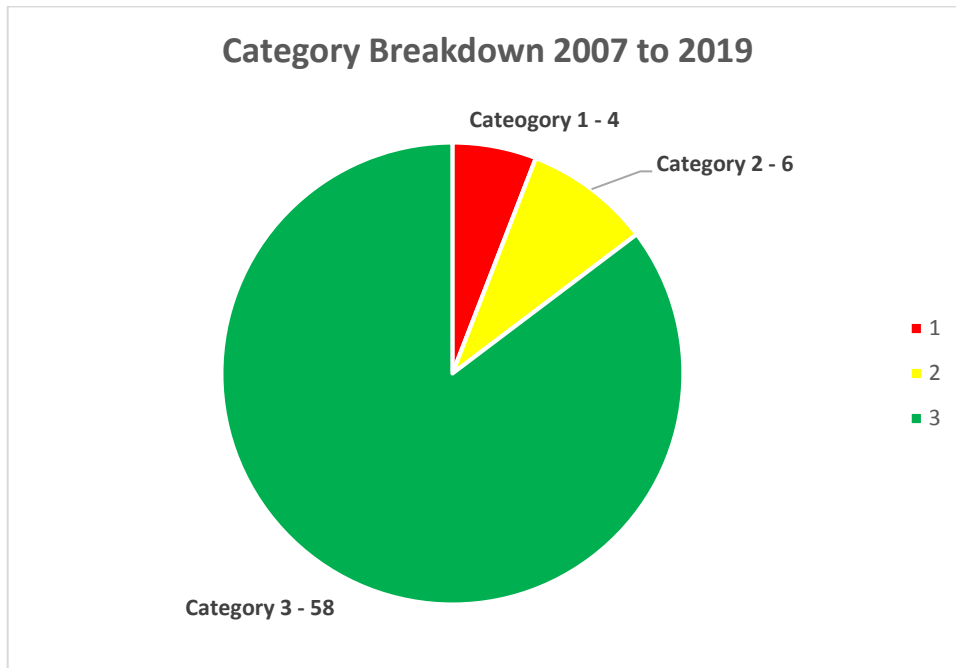


Figure 9: Historical Summary of SSOs by Category Since Inception of Reporting

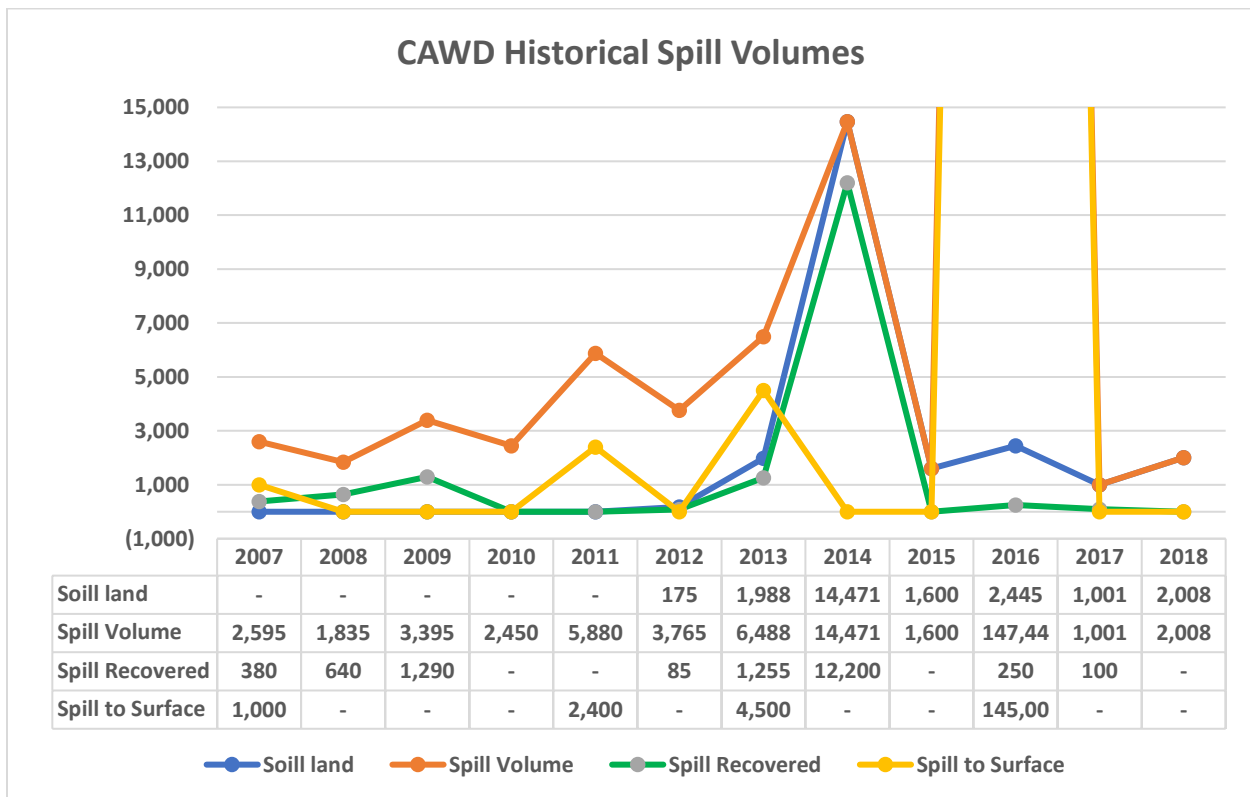


Figure 10: Annual Overflow Volumes by Fiscal Year

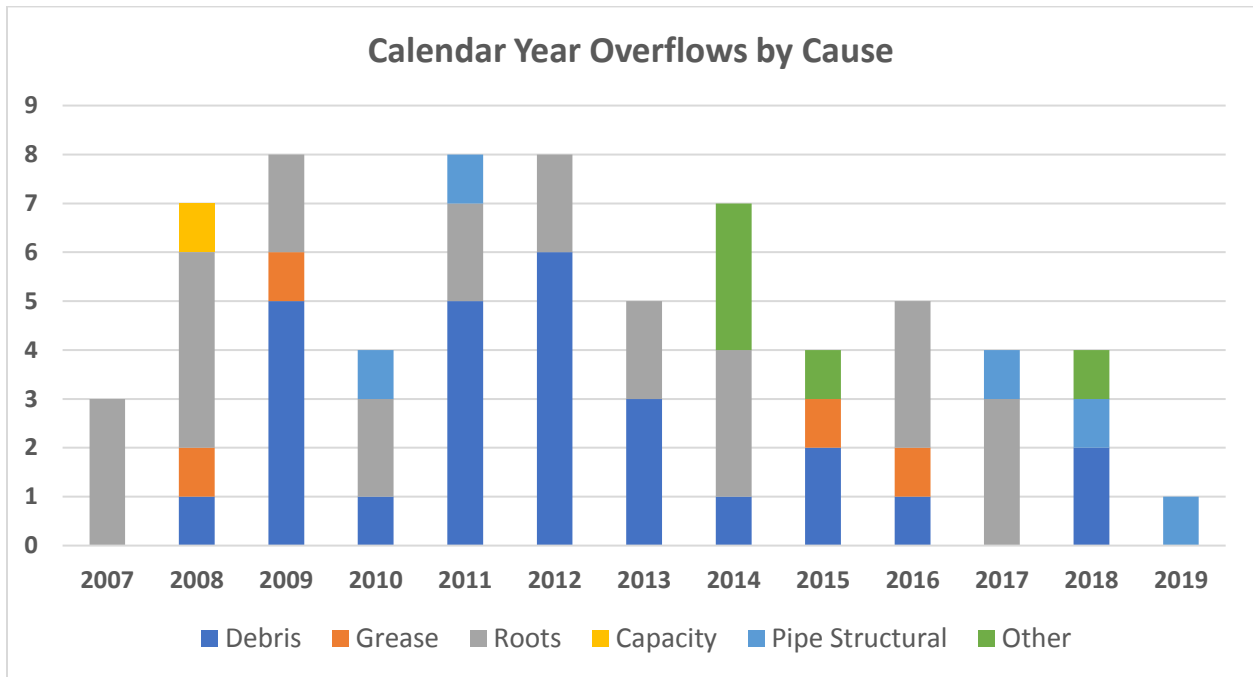


Figure 11: Sanitary Sewer Overflows. Causes by Fiscal Year

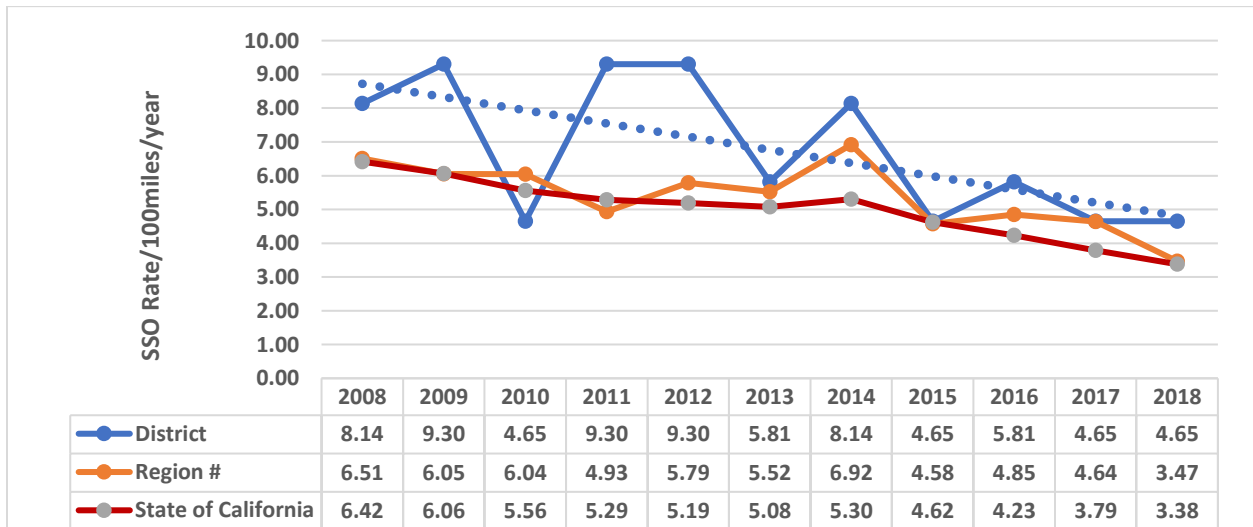


Figure 12: Comparison of District SSO Rate/100 miles/Year to Region 8/State

## 6. Sewer Program and SSMP Effectiveness

The WDR requires that an agency regularly review and evaluate the effectiveness and implementation of the sewer programs and the SSMP. The historical performance results in Section 5 above clearly document an agency that has continued to improve its cleaning and high frequency operations resulting in reduction trends in both overflow numbers (Figure 7) and spilled volumes (Figure 10). In addition, CAWD's SSO Rate per 100 miles per year has also seen a substantial reduction from 9 to the rate at the end of 2018 of 5 (Figure 11). This rate while slightly above the State and Region 3 rates (Figure 12) is considered excellent as CAWD is a small agency with no lateral responsibilities and is compared to much larger agencies with and without lateral responsibilities. In addition, since the initiation of State reporting in CIWQS, CAWD has reduced SSOs from 8 per year to 4 per year and of those approximately 85 % were

category 3 (Figure 8) and less than 1000 gallons not to waters of the State. The trend since 2007 continues to be downward and positive. As to volumes (see Figure 10), CAWD during the audit period had volumes between 1000 and 2000 gallons less than 0.000005 % of the total flows to the treatment plant from the service area. It is apparent that overflow volumes are hugely impacted by wet weather.

From an operations and maintenance perspective, CAWD has increased both its line cleaning and root foaming which has assisted with the trend in the reduction of SSOs over the reporting period and a leveling of the numbers of overflows and volumes during the audit period. In addition, the increase in the root foaming program has positively impacted that cause of overflows. There still appears to be work needed to assure that debris does not cause SSOs as it is still the single largest causes in SSOs. The enhanced cleaning should show improvement over time as seen during the audit period.

The audit interviews also have revealed a very collegial and cooperative working relationship among the collection systems employees and other CAWD functions. The collections staff clearly enjoy their work, have a strong work commitment and are all certified by professional associations. CAWD is a strong advocate of both employee training and professional advancement and recognition by the industry through employee collections certification.

From a management perspective, CAWD has been proactive during the audit period in establishing and upgrading policies directly impacting the operations of the collection system – updated design standards and a lateral inspection program. The Board has also provided upgraded and innovative tools and equipment for collections operations. From a capital standpoint, a recognition of the need for improved renewal and replacement will clearly impact the collections operations. The project for PLC and SCADA improvements at the pump stations and the enhanced recognition of the need for additional funding of pipeline replacements will be positive enhancements to the sewer program

The areas of concern identified relate to the trend in CCTV and pipeline condition assessment and the future increase in lateral responsibilities for the staff. While CAWD has purchased new CCTV equipment, they must now define a program for regular pipe condition assessments assisting in establishing pipe replacement priorities for the future as well as modifications to cleaning procedures based upon actual CCTV observations. This effort should also be used to establish quality control of crew cleaning activities and future training needs for the field crews leading to additional reductions in number of spills and volumes. These later concerns also suggest a need to evaluate staffing and performance expectations especially in light of the new lateral program and its unknown associated workload.

Overall CAWD has been very effective in the implementation of the sewer collection system program at the Board and all staff levels. The Board receives regular and annual program evaluations which is unusual in the industry. However, the SSMP document while generally compliant, is very brief and does not contain specific descriptions of sewer program requirements directly responsive to all WDR Section D13 sub elements. In addition, the appendices to the document contains many documents that can either be hyperlinked from the District webpage or eliminated completely. Finally, the SSMP and the SSMP webpage do not contain adoption documents by the CAWD Board, all SSMP appendices or specific critical supporting references from the SSMP as required by the 2013 MRP (Section 8(iv)).

## 7. SSMP Findings

The purpose of the SSMP Audit is to evaluate the effectiveness of the District’s SSMP and sanitary sewer programs to identify the strengths and any areas for possible improvement or enhancement. The information identified in this section will be used to inform the revisions to a new SSMP. The following findings and recommendations are broken into two categories, General and Element Specific.

### 7A: General Findings and Recommendations

The following general findings apply to the SSMP as a whole and also provides references to the specific sections of the WDR or MRP for the finding and recommendation. In addition, the findings also included a review of available critical supporting documents from the SSMP on the CAWD website.

<b>General Findings</b>	<b>General Recommendations</b>
F1. SSMP follows the old RWQCB2 format and not follow the WDR Section D13. Format.	R1. Revise SSMP format to follow WDR Section D13.
F2. SSMP does not contain LRO certification language and LRO signature as required by WDR Section J.	R2. Add LRO certification to the SSMP.
F3. The District webpage does not include all critical supporting documents and Board proof of approval (MRP Section 8(iv) .	R3. Place entire SSMP on webpage or submit an electronic copy, critical supporting documents and proof of Board approval to SWRCB as required by MRP Section 8(iv).
F4. Abbreviations and Definitions incomplete.	R4. Revise listing with all acronyms used in the SSMP
F5. Add reference section to the end of each Element/Chapter.	R5. New reference sections at the end of each Element will assist with reference management following Board approval.
F6. References are included hardcopy directly in appendices.	R6. Utilize hyperlinks in the SSMP and on the District SSMP webpage to streamline the SSMP.
F7. The use of “all” should be used cautiously especially is cannot generally comply - see goals	R7. Be careful to only state those goals that are attainable or stretch goals that do not expand District liability.
F8. SSMP does not include subsection numbering.	R8. Add subsection numbering for ease of tracking in SSMP Change Log.
F9. CIWQS list a single LRO only.	R9. District must have 24/7/365 coverage by an LRO – consider adding at least one additional LRO – no limit to the number designated by CAWD.
F10. Table of Contents does not include figures, tables or appendices.	R10. Expand the table of contents; add table, figures and appendices to the TOC.
F11. SSMP attachments not available on webpage except by email to District.	R11. Hyperlink all attachments from SSMP and on District webpage.
F12. SSMP uses “hot spots” throughout.	R12. Revise to high maintenance to reduce potential liability.

## 7B: Specific Element Findings and Recommendations

Each of the March 2017 SSMP Elements in the attached table were ranked against the WDR Section D13. requirements utilizing the following sufficiency ranking system and considering both the findings and the associated recommendations:

- *Complies (C) – complies with all WDR objectives*
- *Substantially Complies (SC) – complies mostly with all WDR objectives*
- *Partially Complies (PC) – complies with basic WDR objectives*
- *Marginal Compliance (MC) – complies minimally with basic objectives of the WDR*
- *Does Not Comply – does not comply with WDR objectives*

The specific findings and recommendations below follow the SSMP Elements stated in the WDR Section D13. The 2012 SSMP revisions did not follow the WDR format outline as stated .

SSMP Element	Sufficiency Ranking	Finding	Recommendations
Cover Page	C	F13. Does not include original or revision adoption dates or WDID. F14. NPDS acronym incorrect	R13. Add original and revision approval dates by District Board and CIWQS WDID. R14. Correct to NPDES
Introduction	PC	F15. No reference to the 2013 MRP. F16. No statement of the District NPDES permit requirements.	R15. Add MRP and NPDES reference information and hyperlink from webpage. R16. Hyperlink NPDES, WDR and MRP requirements
District Overview	PC	F17. Demographic and asset data does not conform with CIWQS Questionnaire data. F18. Table of Age of Mains does not agree with 2019 CIWQS Questionnaire operational performance information. F19. Add growth areas annexed to District since 2017 F19. Missing gravity pipe by size and material; no tables of PS/FM assets – 7 each. F20. No satellite information.	R17. Bring all demographic data current to match CIWQS and current asset information. R18. Add tables of pipe size, material, pump stations and force main asset information matching CIWQS operational performance data. R19. Add narrative regarding Pebble Beach as a satellite agency and use of District facilities.
I. Goals	C	F21. Fifth bullet is troubling by saying “all” F22. CIP does not include short and long range capital	R20. Remove the word all. R21. Revise CIP to add both short and long term programs. R22. CIP must also include statements of both replacement and

		needs for both capacity and rehabilitation.	capacity improvements not just those “eliminating SSOs”.
II. Organization	PC	<p>F23. Org chart outdated.</p> <p>F24. Org chart and narrative does not include service contractors as required.</p> <p>F25. Table 2.1 outdated missing appendices lists and title changes..</p> <p>F26. Job descriptions not required by the WDR.</p> <p>F27. Staff responsibilities table does not include all required information.</p> <p>F28. Missing chain of communications for reporting SSOs (WDR Section D13, (ii)(c).</p>	<p>R23. Revise org chart consistent with current Collection system positions – revise and expand narratives and add LRO and DS designated positions.</p> <p>R24. Remove all job descriptions.</p> <p>R25. Update Change Log for Staff title changes and roles.</p> <p>R26. Add flow chart of chain of communications for SSO reporting from revised OERP.</p> <p>R27. Add any long term service contractors used.</p> <p>R28. Add email addresses to contacts listing.</p>
III. Legal Authority	NC	<p>F29. Current section is not responsive to specific sub Element in WDR Section D13 (iii).</p> <p>F30. Ordinance 91-06 not available in SSMP or on website</p> <p>F31. No discussion of satellite agency agreements.</p> <p>F32. Pretreatment ordinance old and outdated.</p> <p>F33. Element does not include recent ordinance revisions.</p> <p>F34. No description of the lateral program.</p>	<p>R29. Revise per WDR D13. Format outline to Element III.</p> <p>R30. Add table of authorities for all Element subsections.</p> <p>R31. Add section of satellite agreement information.</p> <p>R32. Revise pretreatment ordinance.</p> <p>R33. Add information on administrative penalties and uniform plumbing ordinance and any other changes since 2017 revisions.</p> <p>R34. Hyperlink District ordinance from SSMP and webpage.</p> <p>R35. Add description of new lateral program to this Element.</p>
IV. O&M Program	PC	<p>F35. Should be Element 4 not Chapter 8.</p> <p>F36. Title of Chapter is Measures and Activities not WDR D13 title.</p> <p>F37. No reference to storm water system as required by WDR Section D13 (ii) (a).</p> <p>F38. Resources and budget not required by the WDR.</p> <p>F39. Cleaning frequency not consistent with CIWQS – 114 miles vs. 77 miles; pump stations listed as 100 not 7.</p> <p>F40. No discussion of pump station or force main O&amp;M or condition assessment</p> <p>F41. Sewer Rehab Section outdated. CIP outdated since new Asset Plan completed in Dec 2018..</p>	<p>R36. Revise to Element 4 and Operations and Maintenance Program.</p> <p>R37. Add discussion of availability of current storm water assets in the service area by City or County – add layer to GIS.</p> <p>R38. Remove District budget information.</p> <p>R39. Revise Collection Questionnaire in CIWQS to be consistent with actual District infrastructure.</p> <p>R40. Add discussion of PS/FM O&amp;M and condition assessment from 2018 Asset Management Plan.</p> <p>R41. Revise CIP with new Master Plan results for both short/long term projects.</p> <p>R42. Add tables of historical line, high frequency, CCTV and root control maintenance by year similar</p>

		<p>F42. No historical cleaning or CCTV information for both regular and high frequency in the SSMP but provided in monthly and annual reports to the Board.</p> <p>F43. PS/FM assessments in 2018 not discussed.</p> <p>F44. No table of replacement parts and equipment list dated.</p> <p>F45. Training section provides limited discussion of training.</p> <p>F46. Specific training records not required in the SSMP.</p> <p>F47. Training states “standard procedures” without description.</p>	<p>to above and add to annual Board report.</p> <p>R43. Expand training section to include regular training on regulations, SSMP, OERP and WQMP including regular field exercises and describe District SOPs.</p> <p>R44. Update and include separate tables of equipment and replacement parts.</p> <p>R45. Expand training to include annual SSMP, OERP and WQMP training and regular emergency response field exercises especially for spill and recovered volume estimation methods.</p>
V. Design	PC	<p>F48. No reference to revised 2019 Construction Standards.</p> <p>F49. No pump station or force main standards or inspection and testing statements.</p>	<p>R46. Revise narratives for new standards approval.</p> <p>R47. Add pump station design and testing requirements.</p>
VI. OERP	PC	<p>F50. References 2013 OERP; no reference to 2019 revision.</p> <p>F51. Notification information is dated.</p> <p>F52. No discussion of Pump Station Contingency Plans.</p> <p>F53. No discussion of WQMP as required by MRP Section D for SSOs &gt; 50,000 gallons.</p>	<p>R48. Add separate appendices for 2019 OERP and update narratives</p> <p>R49. Add list and brief description of pump station contingency plans.</p> <p>R50. Provide brief summary of OERP and reference to new appendix.</p> <p>R51. Add references to WQMP and add 2019 plan to new appendix.</p> <p>R52. Consider use of SSO Checklist for overflow file documentation.</p> <p>R53. Assure complete SSO event documentation consistent with OERP.</p>
VII. FOG Program	C	<p>F54. Should be Element 7 not Chapter 6.</p> <p>F55. Hot spot term concerning may lead to liability.</p> <p>F56. Participation in SMBDG very positive.</p> <p>F57. Good FOG web page and hyperlink to ClogBusters.</p>	<p>R54. Revise per WDR D13. Format outline.</p> <p>R55. Change “hot spot” to high frequency throughout SSMP – possible liability issue.</p> <p>R56. Add hyperlink reference to District webpage in SSMP.</p>

VIII. SHECAP	PC	<p>F58. Should be Element 8 not Chapter 10.</p> <p>F59. Narrative information outdated – new Sewer Master Plan Dec 2018.</p> <p>F60. No description of Asset Management Plan.</p> <p>F61. No description of the 2016 flow model.</p> <p>F62. No discussion of capacity projects needed both short and long term. No capital capacity projects listing for the future.</p> <p>F63. No discussion of climate change or resiliency impacts on sewer system assets.</p> <p>F64. Change Log not updated for completed studies and Element should have been revised as these are “significant” revisions.</p>	<p>R57. Revise per WDR D13. Format outline.</p> <p>R58. Revise with 2016 flow model and Dec 2018 evaluation information.</p> <p>R59. Identify short and long term capacity related projects from master plans and add to Element 4 CIP Program.</p> <p>R60. Add discussion of impacts from climate change and resiliency and consider need for sea level rise evaluation.</p> <p>R61. Add new studies to change log.</p>
IX. Monitoring, Measurement and Modification	C	<p>F65. Should be Element 8.. F. Good specific performance metrics being tracked monthly and annually and provided to Board.</p> <p>F66. Board presented an annual sewer collection system report.</p> <p>F67. Excellent and very informative Annual Report presented to Board.</p>	<p>R62. Revise per WDR D13. Format outline.</p> <p>R63. Consider expanding annual report to include comparison to RWQCB3 and State SSO rates per 100 miles per year and spill volume as a percentage of annual flow treated</p>
X. SSMP Audit	C	<p>F68. Should be Element 10.</p> <p>F69. Narrative very dated as several audit reports have been completed since 2013.</p> <p>F70. No list of completed audit reports in the Change Log.</p> <p>F71. Audit Checklist no longer appropriate or responsive.</p>	<p>R64. Revise per WDR D13. Format outline.</p> <p>R65. Consider adding Audit reports to new SSMP appendix upon approval by Board on public agenda.</p> <p>R66. Expand audit requirements to state from original adoption date of 8/26/10.</p> <p>R67. Update the audit checklist to provide a ranking system for all sub elements (See Attachment 4).</p>
XI. Communications	C	<p>F72. Should be Element 11 not Chapter 13.</p> <p>F73. No complete SSMP on webpage as stated – attachments must be requested by email..</p> <p>F74. New position titles required.</p>	<p>R68. Revise per WDR D13. Format outline.</p> <p>R69. Add complete SSMP, Appendices and all critical supporting documents to SSMP webpage or transmit electronically to SWRCB per MRP Section 8(iv).</p>



		<p>F75. No discussion of regular collection system reporting both monthly and annually to Board .</p> <p>F76. Missing statements of regular SSMP update requirement every 5 years or when significant changes s made like new CIP program.</p> <p>F77. Monthly and annual collection system reports included on Board agendas.</p> <p>F78. Historical Board agendas only available for three years.</p>	<p>R70. Expand availability of Board agendas on the District website.</p> <p>R71. Expand narratives to state requirement for consideration and approval of SSMP every five years from original adoption date or when significant changes are made i.e. position changes, major studies, etc.</p>
XII. <u>Appendices</u>	C	<p>F79. Too many miscellaneous attachments.</p> <p>F80. All critical supporting documents can be available by hyperlink or by hyperlink from the SSMP webpage.</p> <p>F81. Attachments only available upon request – MRP requires must be available – hyperlinks are acceptable.</p> <p>F82. No copies of recent plan updates either in the document or on the website.</p>	<p>R72. Either reduce attachments or simply hyperlink from the SSMP and from the SSMP webpage.</p> <p>R73. Limit the appendices to just four or five for SSMP adoption documents, change log, OERP, WQMP, approved audit reports and performance metrics.</p>
Change Log	PC	<p>F83. Only change 2017 model – no other changes during the audit period. 2018 Collection System Asset Management Plan not in the Change Log.</p> <p>F84. No changes from the updated 2017 SSMP in the Log.</p> <p>F85. Change log not updated for position changes since 2017.</p>	<p>R74. Changes should be updated in SSMP and on Log at least annually especially after significant studies are completed. Log is considered an indication of program implementation.</p>
SSMP Adoption Documents	NC	<p>F86. No adoption documents included in SSMP or hyperlinked from SSMP webpage.</p>	<p>R75. Add copies of all Board SSMP adoption actions to appendices as required by WDR Section 8(iv).</p> <p>R76. Consider adoption by resolution of the Board.</p>
OERP and WQMP	PC	<p>F87. OERP dates to 2013 but revised in July 2019</p> <p>F88. WQMP completed in September 2019.</p>	<p>R77. Include separate appendices for these two documents that allows them to be in the SSMP but carried separately in emergency response vehicles.</p>

Previous Audit Reports	PC	<p>F89. Previous reports did not identify “deficiencies or needed improvements in the collection system program nor establish schedule for completion.</p> <p>F90. Audit Reports not attached to Appendices or on the District webpage.</p>	<p>R78. Assure Audit Reports include list of any deficiencies found and actions to improve sewer program. Track these items in future audit reports until completed.</p>
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## 8. District Sewer System Strengths

The following District sanitary sewer system program strengths were identified during the internal audit and from the interviews of District staff:

- Dedicated and cohesive District staff – “best crew ever” “great culture”
- Staff provides great customer service and very strong focus on customer service
- Very knowledgeable and committed collections personnel
- Long term staff is well trained, very professional and work very well together
- Public perception of District very strong
- Strong Board and management support for staff
- District hires “great” people
- Hiring of new Principal Engineer dedicated to the collection system support.
- All collections system workers certified by CWEA
- Completion of the District collection system hydraulic model and capacity study
- Excellent asset management program with almost all sewer system assets.
- Completion of the 2018 Asset Management Plan
- Regular future planning completed.
- Regular monthly and annual performance reports presented to the Board.
- Excellent District funding/financial programs
- Standard Plans and Specification updated/approved for first time in 30 years
- New Uniform Plumbing ordinance adopted.
- Private Sewer Lateral Inspection requirements adopted.
- Contractor permit issuance process significantly improved
- Receipt of FEMA grant for Hatton Canyon improvements and access
- Strong commitment from District to quality staff training
- Availability of new equipment by District Board
- Improvements to pump station PLC and SCADA
- Robust on-call program
- Broad asset information available to staff in the field
- Strong FSE inspection program with strong customer compliance
- No formal enforcement actions or litigation against the sewer program.

## 9. Current and Future Challenges/Deficiencies Facing CAWD

- a. Age of collections infrastructure
- b. Not adequate linear asset renewal and replacement
- c. Reactive nature of pipe system replacement during audit term
- d. Potential for staff expansion for new lateral program

- e. Staffing levels may require evaluation
- f. Hatton Canyon accessibility challenges to be resolved
- g. Lack of historical commitment to CCTV/condition assessment of sewer assets
- h. Hillside trestle pipeline issues
- i. Staff retention and recruitment
- j. Stronger SSO volume estimation training
- k. Highlands pump station/force main issues
- l. Support for ICOM system/replacement
- m. Sea level rise potentially impacting plant, pipelines and pump stations
- n. Drought impacts on collection system
- o. Old and outdated pretreatment ordinance requires revision and possible rewriting.
- p. FSE permitting program is weak and needs improvement
- q. Need stronger FSE education and training program
- r. Need for enhancement of the FOG program webpage
- s. Challenges of future growth impacts in the service area and with new utility possibilities.
- t. Need for improvements in permitting referrals from the City and especially the County
- u. No commitment by Pebble Beach to FSE or I/I programs
- v. Lateral inspection program coordination and approvals
- w. Evaluation of possible potable water system operations and management
- x. Infiltration/Inflow concerns from the Pebble Beach System.

## **10. Conclusions**

CAWD has a progressive, broad and generally effective sanitary sewer program operated by dedicated and professional staff strongly supported by the District Board and management. Many very positive things are happening at CAWD. However, a larger commitment to condition assessment and replacement prioritization must be pursued. The SSMP must also be expanded to assure complete descriptions of the sewer program for the public and regulators. Finally, the Collections webpage should be updated and expanded to include the critical supporting documents to the SSMP, Board adoption documents and the internal audit reports.

## **11. Recommendations/Audit Action Items**

The following recommendations should be implemented as soon as possible including the evaluation and/or implementation of the earlier recommendations in this Internal Audit Report.

- A. Update and expand the SSMP following the WDR Section D13 format and the recommendations in Section 7 herein.
- B. Use hyperlinks for SSMP attachments and do not include hardcopies in the SSMP.
- C. Develop a comprehensive asset condition assessment and prioritization program for both all linear assets utilizing CCTV, etc. and lift stations.
- D. Update the District Collections webpage or establish a separate SSMP webpage with hyperlinks to all SSMP critical supporting documents, Board adoption documents and Internal Audit Reports.

- E. Track/Evaluate the current and future staffing impacts from the new lateral inspection and CCTV program additions and potential potable water system.
- F. Develop strong FSE permitting and inspection program.
- G. Establish a pipeline replacement prioritization program and procedures based upon condition assessment and other factors from the maintenance program.
- H. Evaluate District impacts from sea level rise and climate change on District collection system infrastructures and assets.
- I. Develop process and transition plan for the replacement of the District CMMS software.
- J. Work with the City of Carmel and Monterey County to improve planning and building permit referrals to CAWD. Consider regular joint meetings to collaborate, exchange and train on needs of all three agencies for building permitting and planning compliance.
- K. Work with Pebble Beach Community District to assure proper understanding of the impacts of I/I on both agencies.
- L. Enhance the record keeping documentation for CAWD certified reports in CIWQS. Consider using a SSO Checklist for each event to assure a complete and well documented file of the event approved and certified by the LRO.

# Attachments

## Attachment 1: SSMP Interview Schedule

		9/27/2019	Location
GM	45 min	7 a.m.	3945 Rio Road
Field Crew - without Daryl (Cleaning, CCTV and Pump Crew)	1 hour	8 a.m.	Plant Lunch Room
Patrick T (Project/CIP)	1 hour	9 a.m.	Plant Lunch Room
Chris (SCADA)	1 hour	10 a.m.	Plant Lunch Room
Ray de Ocampo (FSE/Pretreatment Coordinator)	1 hour	11 a.m.	Plant Lunch Room
Lab Personnel - Fanny & Trevor (FSE/Pretreatment Inspectors)	1 hour	1 p.m.	Plant Lunch Room
Daryl L (Overall Collections & CMMS)	2 hour	2 - 3:30 p.m.	Plant/Daryl's Office

**Attachment 2: Audit Checklist**

Appendix A

**Carmel Area Wastewater District  
Sewer System Management Plan  
Audit Report Form**

**Covering the Period:** 2017 and 2018

*The purpose of the SSMP Audit is to evaluate the effectiveness of the Carmel Area Wastewater District's (District's) SSMP and to identify any needed for improvement.*

**Directions: Please check YES or NO for each question. If NO is answered for any question, describe the updates/changes needed and the timeline to complete those changes.**

		YES	NO
<b>ELEMENT 1 - GOALS</b>			
A.	Are the goals stated in the SSMP still appropriate and accurate?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Discussion: Any changes desired here> Any new comments to add? Evaluate based upon performance results for last five years and especially audit period.			
<b>ELEMENT 2 - ORGANIZATION</b>			
A.	Is the List of District Staff Responsible for SSMP, Table 2-1 current?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B.	Is the Sanitary Sewer Overflow Responder List current?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C.	Is Attachment 4.1 of the SSMP, the District Organization Chart, current?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D.	Are the position descriptions an accurate portrayal of staff responsibilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E.	Is Attachment 5.1 in the Chain of Communication for Reporting and Responding to SSOs section accurate and up-to-date?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Discussion: This should be element 2; Add Intro, SSMP Change Log to Table 2.1; add email addresses; add service contractors; add Org chart to the element; add flow chart of communications from OERP; reformat Table 2.1; eliminate class descriptions in favor of short descriptions from definition section.			
<b>ELEMENT 3 – LEGAL AUTHORITY</b>			
Does the SSMP contain current references to the Carmel Area Wastewater District Sewer Code documenting the District's legal authority to:			
A.	Prevent illicit discharges?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.	Require proper design and construction of sewers and connections	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.	Ensure access for maintenance, inspection, or repairs for portions of the lateral owned or maintained by the District?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D.	Limit discharges of fats, oils and grease?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E.	Enforce any violation of its sewer ordinances?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F.	Were any changes or modifications made in since the last audit to District Sewer Ordinances, Regulations or standards?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Discussion: This is Element 7 should be 3 and needs to be revised; expand especially section A for other than I/I; add table of legal authorities; hyperlink ordinances from SSMP website; add discussion of satellite agencies?? PBCSD? others?			

<b>ELEMENT 4 – OPERATIONS AND MAINTENANCE</b>			
<b>Collection System Maps</b>			
A.	Does the SSMP reference the current process and procedures for maintaining the District’s wastewater collection system maps?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.	Are the District’s collection system maps complete, current and sufficiently detailed? Are all operator maps up to date? Do maps include information and details on Stormwater facilities? Is Stormwater facility information current?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Prioritized Preventive Maintenance</b>			
C.	Does the SSMP describe current preventive maintenance activities and the system for prioritizing the cleaning of sewers?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D.	Based upon information in the Annual Performance Report, are the District’s preventive maintenance activities sufficient and effective in minimizing SSOs and blockages?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Scheduled Inspections and Condition Assessments</b>			
E.	Is there an ongoing condition assessment program sufficient to develop a capital improvement plan addressing the proper management and protection of infrastructure assets? Are the current components of this program documented in the SSMP?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Contingency Equipment and Replacement Inventory</b>			
F.	Does the SSMP list the major equipment currently used in the operation and maintenance of the collection system and documents the procedures of inventory management?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
G.	Are contingency and replacement parts sufficient to respond to emergencies and properly conduct regular and emergency maintenance? Is long lead-time equipment identified?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
H.	Has District staff received formal training on the Sanitary Sewer Management Plan? Are training sessions documented and attend sheet filed appropriately?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Training</b>			
H.	Does the SSMP document current training expectations and programs?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Outreach to Plumbers and Building Contractors</b>			
I.	Does the SSMP document current outreach efforts to plumbers and building contractors?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p><b>Discussion:</b></p> <p>Should be Element 4 not 8; Must include discussions of storm maps; are maps in trucks - both; drop resources/budget not required; don't use hot spot - High frequency; update ICOMM information; add processes for add/remove high frequency list explain program of maintenance - not consistent with annual reports break hot from regular; as large diameter pipe maintenance, pump stations and force main maintenance descriptions; expand training narrative to include regulations, OERP, WQMP and field exercises regularly; updated CIP for future needed; add historical tables of result update equipment and replacement parts tables; remove rodding?; consider use of cleaning results table; table of root foaming results please; CCTV not 10 year cycle now 15 about; update rehab section from 2018 AM Plan; add PS/FM info;</p>			
<b>ELEMENT 5- DESIGN AND PERFORMANCE STADARDS</b>			
A.	Does the SSMP reference current design and construction standards for the installation for new sanitary sewer systems, pump stations and other appurtenances and for the rehabilitation and repair of existing sanitary sewer systems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>



B.	Does the SSMP document current procedures and standards for inspecting and testing the installation of new sewers, pumps, and other appurtenances and the rehabilitation and repair of existing sewer lines?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
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Discussion:  
 This should be Element 5; new design standards approved 5/24/19; revise all narratives for changed revisions; add changes to Log?; hyperlink from SSMP webpage as reference to Element 5.

**ELEMENT 6 – OVERFLOW AND EMERGENCY RESPONSE PLAN**

A.	Does the District’s Sanitary Sewer Overflow Emergency Response Plan (OERP) establish procedures for the emergency response, notification, and reporting of SSOs?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.	Are District staff and contractor personnel appropriately trained on the procedures of the Sanitary Sewer Overflow Emergency Response Plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C.	Do collection system related project specifications include requirements for conformance of contractor OERP with District OERP? Are emergency response procedures for project related SSOs included on regular project meetings during the course of construction?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D.	Were formal failure analyses of major SSOs conducted and documented including identification of necessary changes to operations and emergency response procedures from the analysis?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E.	Considering SSO performance data, is the Sanitary Sewer Overflow Emergency Response Plan effective in handling SSOs in order to safeguard public health and the environment?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion:  
 This should be element 6 not 5; no debrief failure analysis conducted; what metrics are tracked regularly; how are contractors trained or certified to have been trained by contractors; CAWD require OERP at least as strong as CAWD; no OERP training since 2013?; no field exercises?; documentation; no OERP attached to SSMP; see attached summary of findings from record keeping audit; - much missing from OERP procedures; revise OERP for several changes by District and SSO office; use all SSO forms or remove from the OERP; update equipment listing in 7.6; please provide copy of WQMP if existing; SSO Report form different?; were field exercises conducted and documented; add WQMP; current record keeping documentation available?

**ELEMENT 7 – FATS, OILS AND GREASE (FOG) CONTROL PROGRAM**

A.	Does the FOG Control Program include efforts to educate the public on proper handling and disposal of FOG?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.	Does the FOG Control Program identify sections of the collection system subject to FOG blockages, establish a cleaning schedule and address source control measures to minimize these blockages?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.	Are requirements for grease removal devices, best management practices (BMP), record keeping and reporting established in the District’s FOG Control Program?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D.	Does the District have sufficient legal authority to implement and enforce the FOG Control Program?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E.	Is the current FOG program effective in minimizing blockages of sewer lines resulting from discharges of FOG to the system	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion:  
 This should be Element 7; change hot spots to high frequency; add numbers of FSEs; add history of enforcement actions table; expend enforcement section; need to interview FSE inspectors; need historical FSE enforcement statistics and follow-up requirements.

<b>ELEMENT 8- SYSTEM EVALUATION AND DISTRICT ASSURANCE PLAN</b>			
A.	Does the District Sanitary Sewer Master Plan evaluate hydraulic deficiencies in the system, establish sufficient design criteria and recommend both short and long term capital improvement projects for enhancement and improvement projects?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.	Does the District's Capital Improvement Plan (CIP) establish a schedule of approximate completion dates for both short and long- term improvements and is the schedule reviewed and updated to reflect current budgetary capabilities and activity accomplishment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Discussion:</p> <p>This should be Element 8; master plan is dated; 2016 model developed and completed; no discussion of model capacity findings or issues identified in narrative; status for future needed; CIP program status; need capacity projects identified; add both short and long term projects; ; add reference to the December 2018 Asset Management Plan and evaluate CIP implementation schedule.</p>			
<b>ELEMENT 9- MONITORING, MEASUREMENT, AND PROGRAM MODIFICATIONS</b>			
A.	Does the SSMP accurately portray the methods of tracking and reporting selected performance indicators?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.	Is the District able to sufficiently evaluate the effectiveness of the SSMP elements based on relevant information?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Discussion:</p> <p>This should be Element 9 but is 11; Monthly reports completed; historical charts or graphs included in annual report; consider adding comparison stats to State and Region SSO rate per 100 miles per year and trend lines to reports; add graph of SSO causes per year to determine if need for root program; add CCTV performance by year also; what changes were made as a result of the reports - why not in Change Log.</p>			
<b>ELEMENT 10 – SSMP AUDITS</b>			
A.	Will the SSMP Audit be completed, reviewed and filed in Appendix C?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.	Are all reference documents up to date with the SSMP?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C.	Was the Audit Report submitted to the Board of Directors and is the Audit Report available to the public on the District website?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D.	Does Appendix C include copies of all Audit Reports?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Discussion:</p> <p>Last audit dated February 2017 covered 10/13 to 2/17; add date presented to Board; no real effectiveness evaluation or description of changes in SSMP or OERP included; did this report go to Board?; are audits being conducted biannually as required?; attach to SSMP as required</p>			
<b>ELEMENT 11 – COMMUNICATION PROGRAM</b>			
A.	Does the District effectively communicate with the public and other agencies about the development and implementation of the SSMP and continue to address any feedback?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.	Were regular discussions held and documented with the Pebble Beach Community Services District regarding collection system operations affecting CAWD? If so when were these discussion held?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion: This should be Element 11 not 13; SSMP references not available at SSMP webpage - were they sent o SWRCB? If not hyperlink; quarterly reports really semi annual; agenda only available back two/three years - why?;			
<b>Change Log</b>			
A.	Is the SSMP Change Log in Appendix B, current and up to date?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Discussion:			

Prepared By: P. Causey      Reviewed By: R. Lather

**Approved for Filing:**

11/9/19

### **Attachment 3: Document Request**

## **Carmel Area Wastewater District SSMP Support Services Project Document Request Causey Consulting July 8, 2019**

Please provide the following documents that will be used for both the SSMP Internal Audit and the revisions to the District SSMP. When providing each of the following, please include the listed reference number for ease of tracking the responses.

1. SSMP with all appendices – WORD format
2. Current SSM Change Log
3. Most recent SSMP Audit Report
4. Infrastructure Tables – see EXCEL file with 11 separate spreadsheets to be filled in and returned
5. All enforcement actions, settlement agreements against the collection system
6. Current sewer collection system SOPs
7. Current organization chart including service contractors
8. Operations forms used in the collection system
9. Current complete OERP – date completed (Page 12 SSMP)
10. Emergency Operations Plan (Page 12 SSMP)
11. Current WQMP (see MRP Section D)
12. Current FSEs, list of FSE enforcement actions past five years
13. Historical performance metrics/results at least five years – Annual Performance Reports for last three years)
14. Hot spot listing (high maintenance listing)
15. Current sewer master plan
16. Current CIP (short and long term)
17. Most current sewer rate study

18. Samples of several Monthly Condition Department Reports
19. Annual Performance Reports – 5 years
20. Newsletters issued during audit period
21. Copies of all CIWQS SSO District supporting files for the following overflow events:
  - a. 933147
  - b. 838951
  - c. 845922
  - d. 855287

**Attachment 4: SSMP Audit Checklist**

**Carmel Area Wastewater District  
SSMP Audit Checklist  
Report Form**

The purpose of the SSMP Audit is to evaluate the effectiveness of the CAWD SSMP and to identify any needed for improvement. The information identified here will be used to inform the findings and necessary information to be evaluated during the biannual Internal Audit of the CAWD SSMP.

**Directions:** Please rank each item below utilizing the following sufficiency ranking system and add any comments to explain the ranking to the Comment Section of each SSMP Element:

- *Complies (C) – complies with all WDR objectives*
- *Substantially Complies (SC) – complies mostly with all WDR objectives*
- *Partially Complies (PC) – complies with basic WDR objectives*
- *Marginal Compliance (MC) – complies minimally with basic objectives of the WDR*
- *Does Not Comply – does not comply with WDR objectives*

Element 0 – Introduction/Executive Summary	
A.	
B.	
C.	
D.	
Element I – Goals	Rating
A. Are the goals stated in the SSMP still appropriate and accurate?	
Discussion:	
Element II – Organization	Rating
A. Is the List of Staff Responsible for SSMP Elements current?	
B. Is the Sanitary Sewer Overflow Responder List current?	
C. Is the Organization Chart current?	

D. Are the Staff position descriptions an accurate portrayal of staff responsibilities?	
E. Is the Chain of Communication for Reporting and Responding to SSOs section/flow chart accurate and up to date?	
Discussion:	
<b>Element III – Legal Authority</b>	<b>Rating</b>
Does the SSMP contain current references to the Gilroy Municipal Code documenting CAWDs legal authority to:	
A. Prevent illicit discharges?	
B. Require proper design and construction of sewers and connections?	
C. Ensure access for maintenance, inspection, or repairs for portions of the lateral owned or maintained by the CAWD?	
D. Limit discharges of fats, oils and grease?	
E. Enforce any violation of its sewer ordinances?	
F. Were any changes or modifications made in the past year to Sewer Ordinances, Regulations or standards?	
Discussion:	
<b>Element IV – Operations &amp; Maintenance</b>	
<b>Collection System Maps</b>	<b>Rating</b>
A. Does the SSMP reference the current process and procedures for maintaining CAWD’s wastewater collection system maps?	
B. Are the wastewater collection system maps complete, current and sufficiently detailed?	
C. Are storm drainage facilities of the City and County identified on the collection system maps? If not, are SSO responders able to determine locations of storm drainage inlets and pipes for possible discharge to waters of the state?	
<b>Prioritized Preventive Maintenance</b>	<b>Rating</b>

D.	Does the SSMO describe current preventive maintenance activities and the system for prioritizing the cleaning of sewers?	
E.	Based upon information in the Annual SSO Report, are the CAWDs preventive maintenance activities sufficient and effective in minimizing SSOs and blockages?	
<b>Scheduled Inspections and Condition Assessments</b>		<b>Rating</b>
F.	Is there an ongoing condition assessment program sufficient to develop a capital improvement plan addressing the proper management and protection of infrastructure assets?  Are the current components of this program documented in the SSMP?	
<b>Contingency Equipment and Replacement Inventory</b>		<b>Rating</b>
G.	Does the SSMP list the major equipment currently used in the operation and maintenance of the collection system and documents the procedures of inventory management?	
H.	Are contingency and replacement parts sufficient to respond to emergencies and properly conduct regular maintenance?	
<b>Training</b>		<b>Rating</b>
I.	Does the SSMP document current training expectations and programs?	
<b>Outreach to Plumbers and Building Contractors</b>		<b>Rating</b>
J.	Does the SSMP document current outreach efforts to plumbers and building contractors?	
Discussion:		
<b>Element V – Design and Performance Standards</b>		<b>Rating</b>
A.	Does the SSMP reference current design and construction standards for the installation for new sanitary sewer systems, pump stations and other appurtenances and for the rehabilitation and repair of existing sanitary sewer systems?	
B.	Does the SSMP document current procedures and standards for inspecting and testing the installation of new sewers, pumps, and other appurtenances and the rehabilitation and repair of existing sewer lines?	



Discussion:	
<b>Element VI – Overflow and Emergency Response Plan</b>	<b>Rating</b>
A. Does the CAWD Sanitary Sewer Overflow Emergency Response Plan establish procedures for the emergency response, notification, and reporting of SSOs?	
B. Are staff and contractor personnel appropriately trained on the procedures of the Sanitary Sewer Overflow Emergency Response Plan?	
C. Considering SSO performance data, is the Sanitary Sewer Overflow Emergency Response Plan effective in handling SSOs in order to safeguard public health and the environment?	
D. Are all SSO and claims reporting forms current or do they require revisions or additions?	
E. Does all SSO event recordkeeping meet the SSS GWDR requirements? Are all SSO event files complete and certified in the CIWQS system?	
F. Is all information in the CIWQS system current and correct? Have periodic reviews of the data been made during the year to assure compliance with SSS GWDR? Have all Technical Report and Water Quality Sampling requirements been met and uploaded to the CIWQS data management system?	
Discussion:	
<b>Element VII – Fats, Oils and Grease (FOG) Control Program</b>	<b>Rating</b>
A. Does the FOG Control Program include efforts to educate the public on proper handling and disposal of FOG?	
B. Does the FOG Control Program identify sections of the collection system subject to FOG blockages, establish a cleaning schedule and address source control measures to minimize these blockages?	

C. Are requirements for grease removal devices, best management practices (BMP), record keeping, and reporting established in the CAWD FOG Control Program?	
D. Does CAWD have sufficient legal authority to implement and enforce the FOG Control Program?	
E. Is the current FOG program effective in minimizing blockages of sewer lines resulting from discharges of FOG to the system	
F. Was required training on SSMP and OERP completed and documented? Were field exercises with field staff on SSO volume estimation conducted and documented?	
G. Did all public improvement plans and specifications that could impact collection system operations include requirements for OERP training or were contractor OERP programs at least as stringent as the CAWD OERP? Were regular items included in project meeting agendas to discuss emergency response procedures and communications?	
Discussion:	
<b>Element VIII – System Evaluation and Capacity Assurance Plan</b>	<b>Rating</b>
A. Does the CAWD Sewer System Master Plan evaluate hydraulic deficiencies in the system, establish sufficient design criteria and recommend both short and long-term capacity enhancement and improvement projects?	
B. Does the CAWD Capital Improvement Plan (CIP) establish a schedule of approximate completion dates for both short and long-term capacity improvements and is the schedule reviewed and updated to reflect current budgetary capabilities and activity completed?	
Discussion:	
<b>Element IX – Monitoring, Measurement and Program Modifications</b>	<b>Rating</b>
A. Does the SSMP accurately portray the methods of tracking and reporting selected performance indicators?	
B. Is CAWD able to sufficiently evaluate the effectiveness of the SSMP elements based on relevant information?	

C. Do the performance metrics properly support the Goals in Element 1?	
Discussion:	
<b>Element X – SSMP Audits</b>	<b>Rating</b>
A. Will the SSMP Audit be completed, reviewed and filed in Appendix B?	
B. Was the final Audit Report presented to the governing body at a publicly noticed meeting?	
Discussion:	
<b>Element XI – Community Program</b>	<b>Rating</b>
A. Does CAWD effectively communicate with the public and other agencies about the implementation of the SSMP and continue to address any feedback?	
B. Did the CAWD Board receive and review the Annual Sewer System Report?	
Was the annual report uploaded to the CAWD Sewer Section website and added to Appendix C?	
C. Did staff conduct and document meetings with the Pebble Beach Community Services District’s satellite collection systems?	
D. Are all agreements with satellite systems current or are changes necessary to these agreements?	
Discussion:	
<b>Change Log</b>	<b>Rating</b>
A. Is the SSMP Change Log current and up to date?	

Discussion:

**Audit Team:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Prepared By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Reviewed By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Certified By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Approved for Filing On**

**Date:** \_\_\_\_\_

RESOLUTION NO. 2020-01

A RESOLUTION APPROVING AND ADOPTING THE DISTRICT SEWER SYSTEM MANAGEMENT PLAN (SSMP) AND AUTHORIZING THE GENERAL MANAGER TO CERTIFY THE PLAN AS REQUIRED BY THE STATE WATER RESOURCES CONTROL BOARD

-oOo-

WHEREAS, the Carmel Area Wastewater District owns a wastewater collection system and is responsible for complying with regulatory requirements associated with operating and maintaining a wastewater collection system; and

WHEREAS, the State Water Resources Control Board requires wastewater collection system owners to develop, maintain and update a Sewer System Management Plan (SSMP); and

WHEREAS, the State Water Resources Control Board requires re-certification of the SSMP by the Board of Directors when significant updates are made or at five year intervals; and

WHEREAS, a SSMP Audit has been conducted by staff with the assistance of Causey Consulting that identified the need to make significant updates to the SSMP.

WHEREAS, on this date the Board of Directors received and reviewed a report with conclusions from the District's Principal Engineer.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Carmel Area Wastewater District, as follows:

1. After considering the written staff report and verbal testimony, the Board

Adopts the Carmel Area Wastewater District Sewer System Management Plan.

2. The Board authorizes the General Manager to update the State Water Resources Control Board records documenting the approval and adoption of the updated SSMP.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on January 30, 2020 by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

\_\_\_\_\_  
President of the Board

ATTEST:

\_\_\_\_\_  
Secretary to the Board

# STAFF REPORT



To: Board of Directors

From: Patrick Treanor, Plant Engineer

Subject: Coastal Conservancy Grant for Mitigations Required by the Carmel River Floodplain Restoration and Environmental Enhancement (CRFREE) Project

Date: January 30, 2020

## RECOMMENDATION

It is recommended that the Board of Directors adopt a resolution approving CAWD staff to move forward with obtaining a grant from the California Coastal Conservancy for design and California Environmental Quality Act (CEQA) work associated with mitigations required by the Carmel River Floodplain Restoration and Environmental Enhancement (CRFREE) Project.

## DISCUSSION

The CRFREE project is still in the final EIR stage and required mitigations for impacts to CAWD infrastructure as a result of the project have not been finalized. However, to facilitate the CRFREE project moving forward the CRFREE proponents have arranged for CAWD to receive grant funds for the design, CEQA, and permitting work to underground two pipelines which would be significantly impacted by the CRFREE project.

In December 2019 a representative from the California Coastal Conservancy contacted CAWD staff at the request of the CRFREE project proponents. CAWD submitted an application for a grant (attached) on January 14<sup>th</sup>, 2020.

The grant terms and conditions agreement between the Coastal Conservancy and CAWD have not been finalized. It is expected though that grant disbursements would be received within 30 days of CAWD submittal of payment applications, and that a 5% retainage would be held from all disbursements until the project is completed at which time the retainage would be released to CAWD. An example of the agreement for the grant is attached. The agreement terms would be negotiated, and the agreement executed by the General Manager upon approval of this resolution.

This grant would only cover the project through the design and CEQA stage after which additional funding would need to be obtained to move forward with construction.

## **FUNDING**

There would be no cost to CAWD other than staff time. CAWD would be required to carry the upfront project payments and retainage until disbursements are received. Managing the cash flow would be accomplished using the Capital Reserve Fund.

## **ATTACHMENTS**

1. Submitted Grant Application
2. Example Grant Agreement





**GRANT APPLICATION – COVER PAGE**

For your reference please use this link to our [Grant Application Instructions](#)

CONTACT INFO			
<b>Organization*</b>	Carmel Area Wastewater District		
<b>Contact Person</b>	Patrick Treanor	<b>Email</b>	<a href="mailto:treanor@cawd.org">treanor@cawd.org</a>
<b>Position/Title</b>	Plant Engineer		
<b>Phone</b>	(831) 624-1248	<b>Fax</b>	(831) 624-0811
<b>Address</b>	3945 Rio Rd, Carmel, CA 93922		
<b>Federal Tax ID #</b>	94-6000209		

**\*Organization Type** – If applicant qualifies as a 501(c)(3) organization, provide your IRS 501(c)(3) letter and Articles of Incorporation as attachments to your completed [Non-Profit Questionnaire](#). *Note: Applicants who have submitted the Non-Profit Questionnaire in the past two years do not need to resubmit. Non-profits only need to submit the articles of incorporation and 501c3 letter once, unless they are updated.*

PROJECT INFO			
<b>Project Name</b>	Carmel River FREE Mitigation Pipeline Undergrounding Project – Design and CEQA		
<b>Summary</b>	The Carmel River Floodplain Restoration and Environmental Enhancement (CRFREE) Project intends to create a new river channel in the Carmel River lagoon floodplain which will significantly impact existing wastewater pipelines which cross the lagoon. To fully mitigate impacts from CRFREE the pipelines which are currently crossing over a portion of the lagoon are proposed to be installed underground using Horizontal Directional Drilling construction methods.		
<b>Total Project Cost</b>	\$ 750,000 (Design and CEQA Only) Full Project Implementation Currently Estimated at approximately \$4.6 million.	<b>Amount Requested</b>	\$ 750,000 for Engineering Design and CEQA development
<b>Start Date</b>	May 1 <sup>st</sup> , 2020	<b>End Date</b>	November 30 <sup>th</sup> , 2021
<b>Project Type</b> (check all that apply)	<input type="checkbox"/> Planning <input type="checkbox"/> Acquisition <input checked="" type="checkbox"/> Implementation/Construction <input type="checkbox"/> Access <input type="checkbox"/> Agricultural Preservation <input type="checkbox"/> Climate Change <input type="checkbox"/> Habitat Conservation/Enhancement <input type="checkbox"/> Urban Greening <input type="checkbox"/> Urban Waterfront		
<b>Acres</b>	1.5 acres	<b>Trail Miles</b>	N/A
		<b>APNs</b> (Acquisition Only)	

LOCATION INFO			
<b>County</b>	Monterey	<b>Specific Location</b>	Carmel River Lagoon
<b>Latitude</b>	36°32'6"N	<b>Longitude</b>	121°55'30"W
<b>What point is represented by the lat/longs (eg., parking lot, center of site, etc):</b>	Rough Location of Existing Pipelines		

<p><b>Is project in a Disadvantaged Community ?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Partially</p> <p>mapping tool: <a href="https://gis.water.ca.gov/app/dacs/">https://gis.water.ca.gov/app/dacs/</a></p>
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ELECTED OFFICIALS		
<b>Carmel Area Wastewater District</b>	<b>(831) 624-1248</b>	<b>Ken White (Board President)</b> <b>Bob Siegfried (Board President Pro-Tem)</b> <b>Charlotte Townsend (Director)</b> <b>Greg D’Ambrosio (Director)</b> <b>Michael Rachel (Director)</b>
<b>State Assembly</b>		<b>Mark Stone</b>
<b>State Senate</b>		<b>Bill Monning</b>
<b>Congressional</b>		<b>Jimmy Panetta</b>

**GRANT APPLICATION – PROJECT DESCRIPTION**

Complete each of the elements of the project description below with clear, but detailed answers. Limit your response to this section to no more than four pages if possible.

- 1. Need for the project.** Describe the specific problems, issues, or unserved needs the project will address.

The CRFREE Project intends to create a new diversion of floodwaters upstream of Hwy 1 to send a significant volume of river flow to the southern portion of the floodplain. This acts to reduce the flood elevations North of the river where existing housing and commercial developments are vulnerable to flooding. The Carmel Area Wastewater District (CAWD) maintains infrastructure in the southern portion of the floodplain where the Carmel River FREE Project intends to channel the diverted volume of flood waters. The effect of diverting flood waters towards the existing infrastructure would represent a significant impact on the existing property maintained by CAWD.

CAWD is willing to relocate the existing pipeline infrastructure and to dedicate staff time to relocating the existing pipelines. However, CAWD has maintained that the District ratepayers should not be required to fund the needs of a County flood control project.

- 2. Goals and objectives.** The goals and objectives should clearly define the expected outcomes and benefits of the project.

The objective of the *Carmel River FREE Mitigation Pipeline Undergrounding Project* would be to locate the existing wastewater pipelines that cross over the lagoon underground to protect the infrastructure from impacts caused by the CRFREE Project. Due to the environmentally sensitive habitat in the vicinity of the developed infrastructure the construction methods must be designed with great care. The benefit of the project is continued protection of the lagoon environment from sewer spills, and continued wastewater service that is dependent on these pipelines.

3. **Project Description.** Describe all of the major project components (i.e., what will actually be done to address the need and achieve the goals and objectives).

#### Existing Pipeline Infrastructure

The existing pipelines that would be relocated consist of:

- 1) A 24-inch diameter treatment plant outfall forcemain which transports wastewater effluent and reverse osmosis brine from the wastewater treatment/water reclamation facility to the Pacific Ocean.
- 2) A 6-inch diameter raw sewage forcemain which transports raw sewage from developments south of the Carmel River including: Carmel Meadows, Pt Lobos, and Carmel Highlands.

In one location the pipelines are constructed on piles which elevate the structure above grade to cross a backwatered southern finger of the lagoon. See photo of existing pipelines crossing above the lagoon.



#### Relocated Pipeline Infrastructure

In order to relocate the pipelines underground CAWD proposes to utilize Horizontal Directional Drilling (HDD) construction methods to minimize disturbance to the existing environmentally sensitive area during construction. HDD is a trenchless technology which is completed by drilling a pilot bore underground from a drilling site to a receiving site in an inverted arch. When the pilot bore has reached the receiving site, the new pipeline is pulled back into the bore hole using the drill shaft that was used to create the bore hole. This results in minimized construction disturbance because the ground is only disturbed in the drilling and receiving locations while all landforms in between are left undisturbed.

A feasibility level report was commissioned by CAWD to evaluate constructability issues associated with the HDD construction approach. The approach was determined to be feasible by an engineering firm who specializes in trenchless pipeline design.

In order to accomplish the HDD installation the drilling and receiving locations need to be about 1,000 feet apart in order for the geometry to work. Once the pipelines are installed final connections would need to be made to tie the new pipelines into the existing system. After the new pipelines are online and tested the existing pipelines and structure crossing over the lagoon would be removed.

A new easement will need to be obtained from California State Parks before construction since the new pipelines would need to be installed along a new alignment. Furthermore, permits from the

Army Corps, Coastal Commission, California Fish and Wildlife and perhaps more would need to be obtained.

**Willing Seller:** Projects that include land acquisition must have a willing seller. If the project includes land acquisition, please describe the status and expected conclusion of landowner negotiations.

4. **Site Description.** Describe the project site or area, including site characteristics that are tied to the project objectives (i.e.: for acquisition of habitat, describe current vegetation assemblages, condition of habitats, known wildlife migration corridors, etc.). When relevant, include ownership and management information.

The site is in the lower Carmel River floodplain and is a highly protected wetland habitat. The area has undergone substantial restoration and is currently one of the best bird watching locations in California for migratory birds. The lagoon is also home to a population of juvenile steelhead which are highly admired and protected.

On the South end of the lagoon (near the site) is a high-end housing development comprised of about 150 homes. The CAWD raw sewage pipeline in the lagoon area serves these homes as well as developments much further to the south (Pt Lobos, Carmel Highlands).

The CAWD Wastewater Treatment / Water Reclamation Facility is located to the North of the site along the South bank of the Carmel River. The CAWD facility treats all sewage from Carmel, Pebble Beach, including parts of Carmel Valley and Carmel Highlands. The facility treats wastewater to Title 22 recycled water requirements and provides about 1,000 acre-ft of recycled water to the renowned golf courses in Pebble Beach, helping to offset existing overdrafts of potable water from the Carmel River each year.

The lagoon area is owned by the California State Parks and CAWD has deeded easements for the pipeline infrastructure on State Park property. The Wastewater Treatment / Water Reclamation Facility is on land owned by CAWD.

5. **Specific Tasks.** Identify the specific tasks that will be undertaken and the work that will be accomplished for each task.

#	Task Name	Description	Expected Completion Date
1	Engineering Design	Project engineering design, including preparation of design drawings and specifications necessary for the project to be bid under a design-bid-build project delivery. This task also includes geotechnical exploration for characterizing soil and rock hardness to support the design.	February 2021
2	Surveying	Topographic survey by a licensed surveyor to support the production of accurate design documents.	August 2020
3	CEQA Document Preparation	Completion of the CEQA process (Mitigated Negative Declaration Assumed) including final CEQA posting.	March 2021

4	Obtain Permits	Obtaining permits through Army Corps of Engineers, California Fish and Wildlife, Coastal Commission etc.	June 2021
5	Obtain New Easement	Create legal description of required easement and submit to California State Parks. State Parks has indicated that easements typically take 18 months once submitted, but they may be able to expedite in this case. Work will require services of a real estate/land use attorney.	November 2021
6	Project Management	The District will manage the consultants, provide coordination between design and CEQA aspects, coordinate with permitting agencies, and generally ensure proper implementation of the work.	November 2021

6. **Work Products.** List below the specific work products or other deliverables that the project will result in:

- |   |
|---|
| <ul style="list-style-type: none"> <li>• Final Engineering Design Drawings and Specifications (Complete Bid Documents)</li> <li>• Final posted CEQA Mitigated Negative Declaration</li> <li>• Final Permits from Army Corps of Engineers, California Fish and Wildlife, Coastal Commission, etc.</li> <li>• Deeded easement from California State Parks.</li> </ul> |
|---|

7. **Measuring Success.** For projects involving restoration, construction or land acquisition, describe the plan for monitoring, evaluating and reporting project effectiveness, and implementing adaptive management strategies if necessary. For planning projects, do the plans include monitoring and measuring project success? Who will be responsible for funding and implementing ongoing management and monitoring?

<p>The success of the design and the CEQA/permitting would be measured based on whether the project is ready to go into construction (i.e. have all designs, permits, and easement in place so the project is ready for construction).</p> <p>The future construction of the project would be funded by the County of Monterey if they intend to proceed with the Carmel River FREE project.</p>
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8. **Applicant Capacity.** The applicant must demonstrate that it can adequately administer the grant and manage the project, and that its entire operating budget is not dependent upon the underlying grant. The applicant should address the following organizational capacity and expertise elements, including but not limited to:

- Capacity to manage a state grant, including fiscal system and staff dedicated to financial operations;
- Ability to address cash flow and how the applicant will handle the process of reimbursement payments;
- Proof of qualified staff or contractors to carry out the project activities;

- A record of success completing similar projects and the commitment to see the project to completion.
- If applicant qualifies as a 501(c)(3) organization, provide your IRS 501(c)(3) letter and Articles of Incorporation as attachments to your completed [Non-Profit Questionnaire](#). *Note: Applicants who have submitted the Non-Profit Questionnaire in the past two years do not need to resubmit.*

- CAWD has a full time Principal Accountant and an Engineer dedicated to the project.
- CAWD will submit invoices from engineering and environmental consultants for reimbursement. CAWD maintains a cash balance which would be sufficient to cover cash flow during the time between project payments and reimbursements.
- See attached qualifications of District project manager and proposed consultants.
- CAWD has completed numerous capital projects involving design, CEQA and construction in the last 5 years. One construction project completed recently was a \$15 million project which was managed by the same staff who would manage this project. The \$15 million project was completed with only 1% change orders.

9. **Project History.** Provide a history of the project including how it was identified as a priority, organizations involved in development of the project, key steps that have already been completed, and any background information not provided in the project description. Is the project related to any previous or proposed Coastal Conservancy projects? If so, which ones and how are they related?

The existing pipeline infrastructure was installed in the 1970s and has been in continuous service since that time. The infrastructure crossing over the lagoon underwent two repair projects in the last 10 years to improve the condition of the infrastructure and maintain it in good operational condition.

In 2015 CAWD and the County of Monterey were in discussions regarding the potential impacts that the CRFREE project would have on the existing CAWD infrastructure. Originally the County disputed the CAWD position that the CRFREE project would impact CAWD. Eventually, the County realized that their project would significantly impact the CAWD pipelines crossing the lagoon, yet negotiations continued as to how these impacts would be mitigated. The County of Monterey has nearly reached the end of development of the Final EIR for the CRFREE project and it includes mitigations required to underground the existing pipelines to protect them from impacts. The Final CRFREE EIR was anticipated to be adopted in January of 2020.

The CRFREE project seems to be almost exclusively grant funded, including funding provided by the Coastal Conservancy. Therefore, it is most likely that mitigation of undergrounding the CAWD pipelines will be funded through grants as well.

10. **Maps and Graphics.** Provide the following project graphics with your application. Project maps and design plans should be combined into one pdf file with a maximum size of 10 MB. Project photos should be provided in jpg format.

- Digital file of the project footprint – Please send us a shapefile or .kmz file showing the project footprint. If you need help generating this file, please contact us.
- Regional Map – Clearly identify the project’s location in relation to prominent area features and significant natural and recreational resources, including regional trails and protected lands.
- Site-scale map – Show the location of project elements in relation to natural and man-made features on-site or nearby. Any key features discussed in project description should be shown.
- Design Plan – Construction projects should include one or more design drawings or graphics indicating the intended site improvements.
- Site Photos – One or more clear photos of the project site

The following attachments are included:

1. KMZ File showing location of existing pipeline infrastructure which crosses over south finger of Carmel Lagoon.
2. Existing Pipeline Photo
3. Site Maps and Figures:
  - Figure 1 - Project Location
  - Figure 2 - Project Site and Surrounding Area
  - Figure 3 - Project Site Habitat Areas
  - Figure 4 – Lagoon Crossing HDD Preliminary Layout
4. Proof of Qualifications
  - District Project Manager
  - Consultants

**GRANT APPLICATION – PRELIMINARY BUDGET AND SCHEDULE**

In the budget matrix below, relist the tasks identified in #4 above and for each provide: 1) the estimated completion date for the task, 2) the estimated cost of the task, and 3) the funding sources (applicant, Conservancy, and other) for the task. The table will automatically sum the totals for each row and column.

**Note: Please do not include in-kind services or contributions in the table below. Please also note that food and drinks are not allowable expenses. Attendance at conferences or trainings must be included as a separate line item in the budget and must clearly support successful implementation of the project.**

Task Number	Task	Coastal Conservancy	Other CA State Funds	Other Non-State Funds	Total Cost	Expected Completion Date
1	Engineering Design	\$350,000				February 2021
2	Surveying	\$40,000				August 2020
3	CEQA Document Preparation	\$150,000				March 2021
4	Obtain Permits	\$50,000				June 2021
5	Obtain New Easement	\$50,000				November 2021
6	Project Management	\$110,000				November 2021
<b>TOTAL</b>		<b>\$ 750,000</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	

Add or delete rows as necessary.

**Other Funds**

Please list all of the sources of match funding described above. Please indicate if other funding sources have been secured or are pending (applied for but not yet awarded). **Do not** include in-kind services or contributions in the table below.

Source	Amount (\$)	Status - Secured / Applied for	State of CA Funds Y/N
<b>TOTAL</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>

Add or delete rows as necessary.

**In Kind Services**

In-kind services or contributions include volunteer time and materials, bargain sales, and land donations. Describe and estimate the value of expected in-kind services.



**Budget Justification**

Please provide a brief narrative explanation of the budget that explains and justifies the costs. The purpose of the narrative is to provide background and detail to explain the costs in the budget, including the source of the estimates. The narrative should specify whether the budget includes administrative or indirect costs, and/or contingencies and those amounts of each. If the budget is based on an engineer's cost estimate, provide a copy of the estimate and specify how complete (i.e., what percent) is the design on which the estimate is based.

The budget for Task 1 Engineering Design is based on a level of effort estimate from the anticipated design engineering consultant (Kennedy/Jenks Consultant).

The budget for Task 2 Surveying is based on an estimate of necessary services by a land surveyor to provide a detailed topographic survey for the design documents.

The budget for Task 3 CEQA Document Preparation is based on a level of effort estimate from the anticipated environmental consultant (Johnson Marigot Consulting).

The budget for Task 4 Obtain Permits is based on a level of effort estimate from the anticipated environmental consultant (Johnson Marigot Consulting).

The budget for Task 5 Obtain New Easement is based on an estimate of necessary services by a land surveyor to develop a property description and a real estate attorney to assist CAWD with deed preparation in concert with the State of California.

The budget for Task 6 Project Management is based on the estimated level of effort of CAWD internal employee costs to manage the implementation of the design and permitting.

Contracts have not been drafted as of yet and therefore consultant budgets are currently estimates.

For each question unless otherwise specified, please limit your answer to one concise paragraph. See grant application instructions for more information. **Questions 11-19 should be answered by all applicants.** For questions 20-23, enter “not applicable” if the question does not pertain to your project.

11. **Environmental Review:** Projects funded by the Coastal Conservancy must be reviewed in accordance with the California Environmental Quality Act (“CEQA”). CEQA does not apply to projects that will not have either a direct or indirect effect on the environment. For all other projects, if the project is statutorily or categorically exempt under CEQA, no further review is necessary. If the proposed project is not exempt, it must be evaluated by a public agency that is issuing a permit, providing funding, or approving the project, to determine whether the activities may have a significant effect on the environment. The evaluation results in a “Negative Declaration (Neg Dec),” “Mitigated Negative Declaration (MND),” or “Environmental Impact Report.” **NOTE – the Coastal Conservancy can not grant funding for construction or restoration projects without final CEQA documentation.**

The proposed project.... (select the appropriate answer):

- Is not a project under CEQA. Briefly specify why.
- Is exempt under CEQA. Provide the CEQA exemption number and specify how the project meets the terms of the exemption.
- Requires Neg Dec, MND, or EIR. Specify the lead CEQA agency (the agency preparing the document) and the (expected) completion date. Please note that the Conservancy will need to review and approve any CEQA document. For more information on CEQA, visit: [http://ceres.ca.gov/topic/env\\_law/ceqa/flowchart/index.html](http://ceres.ca.gov/topic/env_law/ceqa/flowchart/index.html).

12. **Permits:** If this is an implementation project, please list permits the project will require and their respective status.

Name of permit(s)	Status (eg. acquired, pending, included in scope of proposed project)	Date of permit (or expected date)

*Add more rows as needed*

Not Applicable
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13. **Wetland / Riparian Area Monitoring Plan:** Does the project involve the construction or restoration of a wetland or riparian area?

- No
- Yes

If yes, and the project is awarded a Conservancy grant, please note that you will be required to conduct a baseline report utilizing the California Rapid Assessment Method (CRAM) within the year prior to the beginning of project construction, unless otherwise agreed upon

in writing by the Conservancy and the grantee. (More information is available at <http://www.cramwetlands.org/>). You will also be required to provide a plan for Completion of Post-Construction CRAM Assessment, including a budget and timeline for the collection of at least one additional CRAM assessment following construction of the project and prior to the completion date of the grant agreement in order to document the change in wetland condition at the project site. Costs associated with CRAM assessment can be included in the proposed project budget.

14. **Consistency with State Plans:** If the proposed project will help to implement or promote the goals of any of the State Plans listed below, check that plan and specify which of the plan’s goals, objectives, priority actions, etc. will be furthered by the project. Provide 1-3 sentences per relevant plan explaining how the project advances that plan.

- California @ 50 Million: The Environmental Goals and Policy Report
- CA Climate Adaptation Strategy/Safeguarding California: Reducing Climate Risk Plan

The CRFREE Project would reduce flooding to homes and businesses. The undergrounding project is a required mitigation and therefore supports that.

- California Water Action Plan
- CA Wildlife Action Plan
- California Aquatic Invasive Species Management Plan
- California Essential Habitat Connectivity Strategy for Conserving a Connected California
- State and Federal Species Recovery Plans (specify the plan)
- Habitat Conservation Plans/Natural Community Conservation Plans (specify the plan)
- California Coastal Sediment Management Master Plan
- Completing the California Coastal Trail
- Other relevant state or regional plan(s) (specify the plan):

15. **Consistency with Conservancy’s [2018-2022 STRATEGIC PLAN](#):** Please list up to 3 of the most applicable Conservancy strategic plan goals and objectives that this project meets.

**GOAL(S) & OBJECTIVE(S):**

Consistent with **Goal** \_\_\_\_, **Objective** \_\_\_\_ of the Conservancy’s 2018-202 Strategic Plan.

This project is consistent with the goal: “Enhance biological diversity, improve water quality, habitat, and other natural resources within coastal watersheds” by reducing the risk of sewer spills if the existing structure is left in place and CRFREE is implemented.

16. **Support:** List the public agencies, non-profit organizations, elected officials, and other entities and individuals that support the project. Describe involvement in the development of the project by communities impacted or benefited by the project

County of Monterey – Lead Agency for the CRFREE Project  
 Big Sur Land Trust – Stakeholder in the CRFREE Project  
 Monterey County Residents currently living in the floodplain – Residents living in the floodplain have come to our board meetings to express their desire for CRFREE  
 A multitude of elected officials support the CRFREE project

17. **Need:** What would happen to the project if no funds were available from the Conservancy? What project opportunities or benefits could be lost and why if the project is not implemented in the near future?

The CRFREE project would need to provide CAWD funding for the project to proceed. The CRFREE project is contingent upon this “Carmel River FREE Mitigation Pipeline Undergrounding Project” happening per the CRFREE project EIR.

18. **Regional Significance:** Describe the regional significance of the project with respect to recreation (regional trails and parks, staging areas, environmental education facilities, etc.), agricultural resources, and/or natural resources (including listed species, identified high priority habitat, wildlife corridors, watersheds, and agricultural soils).

The CRFREE project includes new trails to enhance recreation in the area. CAWD would also be willing to maintain a trail along our pipeline easement in cooperation with State Parks.

19. **Sea Level Rise Vulnerability:** If the project involves a site that is close to a shoreline (i.e. potentially flooded or eroded due to climate change), please identify vulnerabilities of the site in relation to flooding, erosion, and sea level rise/storm surges for the years 2050 and 2100 (assume 16 inches and 55 inches of sea level rise respectively). For reference, see the [State of California’s Sea Level Rise Task Force Interim Guidance Document](#). Describe any adaptive management approaches you have considered for addressing Sea Level Rise. Specify the expected lifespan or duration of the project.

The existing pipelines are already in the floodplain and were designed to operate at flood stage. Installing the pipelines underground would protect them from increased flood diversions caused by CRFREE which would also translate to flooding caused by sea level rise.

**ONLY AS APPLICABLE:**

20. **Innovation:** Describe how the project is innovative. [Many kinds of innovation are possible - technical, environmental, design, economic, etc.]

Utilizing feasible trenchless pipeline installation methods to reduce impacts to the environment is fairly innovative, although Horizontal Directional Drilling is becoming more and more common.

21. **Vulnerability from Climate Change Impacts Other than Sea Level Rise:** Describe how the project objectives or project may be vulnerable to climate change impacts (fire, drought, species and habitat loss, etc.) other than sea level rise, coastal erosion or flooding. Identify design, siting, or other measures incorporated into the project to reduce these vulnerabilities.

Not Applicable as the infrastructure would be buried.

22. **Greenhouse Gas Emissions/Climate Change:** If the proposed project will result in production of greenhouse gas emissions (including construction impacts and vehicle miles travelled as part of a public access component), describe the measures the project includes to reduce, minimize or avoid greenhouse gas emissions through project design, implementation construction, or maintenance. What, if any, are the possible sources or sinks of greenhouse gases for the project, such as carbon sequestration from habitats at the site? If one of the project goals is to sequester carbon (reduce greenhouse gas concentrations), how do you intend to ensure continued long-term sequestration while achieving project objectives? Do you have any plans to seek carbon credits for the carbon sequestration activities on the project site?

The project would have a short-term effect on greenhouse gas emissions during construction due to travel of contractor employees and equipment/materials to support construction.

The Carmel Area Wastewater Treatment Plant uses some of its funds to develop green energy through use of the anaerobic digestion biproduct (methane) to produce electricity to offset treatment plant electricity demand. CAWD is also partnering with local landfills to divert food waste to the treatment plant to generate more electricity.

23. **California Conservation Corps:** Applicants proposing construction projects are urged to consider using the California Conservation Corps. If the project involves construction, please indicate that you have contacted the Corps regarding the project and the results of that contact.

This type of project would not hold much opportunity to engage the California Conservation Corps due to the specialized nature of construction.

### GRANT APPLICATION CHECKLIST

A complete application will consist of the following files:

- Grant Application form (in Microsoft word or rtf format)
- Project maps and design plans (in one pdf file, 10 MB maximum size)
- Project photos (in jpg format)
- For Nonprofit Organizations, please submit a completed [Nonprofit Organization Pre-Award Questionnaire](#), and the organization's 501(c)(3) letter and Articles of Incorporation. *Note: Applicants who have submitted these documents in the past two years do not need to resubmit.*

**MODEL PLAN-PREPARATION GRANT AGREEMENT 8/15/2019**

Grantee's full, legal name: \_\_\_\_\_

Taxpayer ID Number: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone No.: (\_\_\_\_) \_\_\_\_\_

Name of Person Signing: \_\_\_\_\_

Title of Person Signing: \_\_\_\_\_

Contact Person, if different than Person Signing:

Name of Contact: \_\_\_\_\_

Title of Contact: \_\_\_\_\_

**SCOPE OF AGREEMENT**

Pursuant to Chapter \_\_\_\_ of Division 21 of the California Public Resources Code, the State Coastal Conservancy ("the Conservancy") hereby grants to **[City, County, District or nonprofit organization]** ("the grantee") a sum not to exceed \$ \_\_\_\_\_ (\_\_\_\_\_ dollars), subject to this agreement. The grantee shall use these funds to prepare a **[enhancement/ restoration/ urban waterfront restoration or**

**MODEL PLAN-PREPARATION GRANT AGREEMENT 8/15/2019**

**other]** plan (“the plan” or “the project”) for the \_\_\_\_\_ area of **[city/county, etc.]**, as shown on Exhibit \_\_\_\_, which is incorporated by reference and attached.

The project consists of **[add project components here]**

The grantee shall carry out the project in accordance with this agreement and a work program as provided in the “WORK PROGRAM” section, below. The grantee shall provide **[\$ \_\_\_\_\_ and]** any funds beyond those granted under this agreement which are needed to complete the project.

**CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT**

The grantee shall not commence the project and the Conservancy shall not be obligated to disburse any funds under this agreement until the following conditions precedent have been met:

1. The **[City Council/Board of Supervisors/board of directors/etc.]** of the grantee has adopted a resolution designating positions whose incumbents are authorized to negotiate and execute this agreement and amendments to it on behalf of the grantee.
2. The Executive Officer of the Conservancy (“Executive Officer”) has approved in writing:

**MODEL PLAN-PREPARATION GRANT AGREEMENT 8/15/2019**

- a. The work program for the project as provided in the “WORK PROGRAM” section, below.
  - b. All contractors that the grantee intends to retain in connection with the project.
3. The grantee has provided written evidence to the Conservancy that:
- a. The grantee has provided for required insurance coverage, including additional insured endorsement, as described in the “INSURANCE” section, below.
- [4. **If the grantee is receiving federal grant funds through the Conservancy:** The grantee has completed and returned to the Conservancy the Federal Sub-Awardee Questionnaire.]
- [5. **Other preconditions to disbursement required by Board action.]**

**[If the Conservancy’s authorization imposes conditions which are not conditions precedent to disbursement, add another section:**

**ADDITIONAL GRANT CONDITION[S]**

The grantee shall also meet the following condition[s]: ]



**MODEL PLAN-PREPARATION GRANT AGREEMENT 8/15/2019**

**TERM OF AGREEMENT**

This agreement shall take effect when signed by both parties and received in the office of the Conservancy together with the resolution described in the “CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT” section of this agreement. An authorized representative of the grantee shall sign the first page of the originals of this agreement in ink.

This agreement shall run from its effective date through [Note: usually 3 months after the completion date] \_\_\_\_\_, 20\_\_ (“the termination date”) unless otherwise terminated or amended as provided in this agreement. However, all work shall be completed by [Note: if completing project in the year in which the funds revert, the completion date should be February 28] \_\_\_\_\_, 20\_\_ (“the completion date”).

The grantee shall deliver a final Request for Disbursement to the Conservancy no later than [Note: if the completion date is in the year in which the funds revert, the final Request for Disbursement should be received no later than March 31. Otherwise, the final Request for Disbursement should generally be received 30 days from the completion date]\_ \_\_\_\_\_, 20\_\_.

**AUTHORIZATION**

**MODEL PLAN-PREPARATION GRANT AGREEMENT 8/15/2019**

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its \_\_\_\_\_, 20\_\_ meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit \_\_\_\_\_. This agreement is executed under that authorization.

**[If using federal or other “outside” grant funds, consult legal staff regarding any other necessary clauses.]**

Example

Standard Provisions

WORK PROGRAM

Before beginning the project, the grantee shall submit a detailed work program to the Executive Officer for review and written approval of its consistency with this grant agreement. The work program shall include:

1. The specific tasks to be performed.
2. A schedule of completion for the project, specifically listing the completion date for each project component and a final project completion date.
3. A detailed project budget. The project budget shall describe all labor and materials costs of completing each component of the project. For each project component, the project budget shall list all intended funding sources including the Conservancy's grant [, **the grantee's required contribution**] and all other sources of monies, materials, or labor.

If all or any part of the project to be funded under this agreement will be performed by third parties ("contractors") under contract with the grantee, then the grantee shall, prior to initiating any contractor selection process, submit the selection package to the Executive Officer for review and written approval as to consistency with the purposes of

**MODEL PLAN-PREPARATION GRANT AGREEMENT 8/15/2019**

this grant agreement. Upon approval by the Executive Officer, the grantee shall proceed with the contractor selection process. Prior to final selection of a contractor, the grantee shall submit to the Executive Officer for written approval the names of all contractors that the grantee intends to hire. The grantee shall then comply with the above paragraph regarding submission and approval of a work program prior to project commencement.

The work program shall have the same effect as if included in the text of this agreement. However, the work program may be modified without amendment of this agreement upon the grantee's submission of a modified work program and the Executive Officer's written approval of it. If this agreement and the work program are inconsistent, the agreement shall control.

The grantee shall carry out the project in accordance with the approved work program.

**COORDINATION AND MEETINGS**

The grantee shall coordinate closely with Conservancy staff and other involved entities, including local, state and federal agencies, and shall participate in meetings and other communications as necessary to ensure coordination.

WORK PRODUCTS AND ACKNOWLEDGMENT OF CONSERVANCY

SUPPORT

All material, data, information, and written, graphic or other work produced, developed or acquired under this agreement is subject to the unqualified and unconditional right of the Conservancy to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, the Conservancy is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

The grantee shall include in any contract with a third party for work under this agreement terms that preserve the rights, interests, and obligations created by this section, and that identify the Conservancy as a third-party beneficiary of those provisions.

The grantee shall not utilize the work produced under this agreement for any profit-making venture, or sell or grant rights to a third party for that purpose.

In order to acknowledge the Conservancy's support of the project, the Conservancy's name and logo shall be included in the final report in a prominent location. [**Add the following if Prop. 1 funding:** The grantee shall also acknowledge funding from the

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Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) by using the official logo prepared by the California Natural Resources Agency, which the Conservancy has available in various file formats.] The grantee shall mention the Conservancy's support in its project-related press releases, contacts with the media, and social media postings, and on its website.

**COSTS AND DISBURSEMENTS**

When the Conservancy determines that all "CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT" have been fully met, the Conservancy shall disburse to the grantee, in accordance with the approved project budget, a total amount not to exceed the amount of this grant, as follows:

The withholding for this agreement is five percent. The Conservancy shall disburse funds for costs incurred to date, less five percent, upon the grantee's satisfactory progress under the approved work program and upon submission of a "Request for Disbursement" form, which shall be submitted no more frequently than monthly but no less frequently than quarterly. The Conservancy shall disburse the five percent withheld upon the grantee's satisfactory completion of the project and compliance with the "PROJECT COMPLETION" section, below, and upon the Conservancy's acceptance of the project.

**[If you want to invoice by task, or to disburse the amount withheld from each task upon completion of that task, see your attorney for language.]**

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The Conservancy will reimburse the grantee for expenses necessary to the project when documented by appropriate receipts. The Conservancy will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations (“CCR”), except that reimbursement may be in excess of these rates upon documentation that these rates are not reasonably available to the grantee. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. The Conservancy will reimburse the grantee for other necessary expenses if those expenses are reasonable in nature and amount taking into account the nature of the project, its location, and other relevant factors.

The grantee shall request disbursements by filing with the Conservancy a fully executed “Request for Disbursement” form (available from the Conservancy). The grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred, of all work done for which disbursement is requested. Hourly rates billed to the Conservancy and specified in the approved work program budget shall be equal to the actual compensation paid by grantee to employees, which may include employee benefits. The form shall also indicate cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement.

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An authorized representative of the grantee shall sign the form. Each form shall be accompanied by:

1. All receipts and any other source documents for direct expenditures and costs that the grantee has incurred.
2. Invoices from contractors that the grantee engaged to complete any portion of the work funded under this agreement and any receipts and any other source documents for costs incurred and expenditures by any such contractor, unless the Executive Officer makes a specific exemption in writing.
3. A supporting progress report summarizing the current status of the work and comparing it to the status required by the work program (budget, timeline, tasks, etc.), including written substantiation of completion of the portion of the project for which the grantee is requesting disbursement.

The grantee's failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, will relieve the Conservancy of its obligation to disburse funds to the grantee unless and until the grantee corrects all deficiencies.

**EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS**



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The total amount of this grant may not be increased except by written amendment to this agreement. The grantee shall expend funds consistent with the approved project budget. Expenditure on items contained in the approved project budget, other than overhead and indirect costs, may vary by as much as ten percent without prior approval by the Executive Officer, provided that the grantee first submits a revised budget to the Conservancy and requests disbursement based on the revised budget. Any deviation greater than ten percent, and any deviation that shifts funds from approved budget items into an overhead or indirect costs category, must be identified in a revised budget approved in advance and in writing by the Executive Officer. The Conservancy may withhold payment for items which exceed the amount allocated in the project budget by more than ten percent and which have not received the approval required above. Any increase in the funding for any particular budget item shall mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

**PROJECT COMPLETION**

The grantee shall complete the project by the completion date provided in the “TERM OF AGREEMENT” section, above. Upon completion of the project, the grantee shall supply the Conservancy with evidence of completion by submitting the following by the final Request for Disbursement date set forth in the “TERM OF AGREEMENT” section:

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1. The plan and any other work products specified in the work program for the project, each in a format or formats (for example, paper, digital, photographic) approved by the Executive Officer.
2. A fully executed final “Request for Disbursement.” A “final Request for Disbursement” means a Request for Disbursement that includes the withheld amounts and all remaining amounts for which grantee is entitled to seek payment, if any, pursuant to this agreement.

The Conservancy shall determine whether the grantee has satisfactorily completed the project. If so, the Conservancy shall issue to the grantee a letter of acceptance of the project. The project shall be deemed complete as of the date of the letter.

**EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM**

Before the project has commenced, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing.

Before the project is complete, the Conservancy may terminate or suspend this agreement for any reason by providing the grantee with seven days notice in writing. In either case, the grantee shall immediately stop work under the agreement and take all reasonable

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measures to prevent further costs to the Conservancy. The Conservancy shall be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this agreement. Any notice suspending work under this agreement shall remain in effect until further written notice from the Conservancy authorizes work to resume.

If the grantee fails to complete the project as required, or fails to fulfill any other obligations of this agreement prior to the termination date, the grantee shall be liable for immediate repayment to the Conservancy of all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies the Conservancy may have for breach of this agreement.

Before the project is complete, the grantee may terminate this agreement for any reason by providing the Conservancy with seven days notice in writing and repaying to the Conservancy all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and allow early termination without repayment for work partially completed.

On or before the date of termination of the agreement under this section, whether terminated by the grantee or the Conservancy, the grantee shall provide the Conservancy

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with all work, material, data, information, and written, graphic or other work produced, developed or acquired under this agreement (whether completed or partial), in appropriate, readily useable form.

The parties expressly agree to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this agreement under this section.

The grantee shall include in any agreement with any contractor retained for work under this agreement a provision that entitles the grantee to suspend or terminate the agreement with the contractor for any reason on written notice and on the same terms and conditions specified in this section.

**INDEMNIFICATION AND HOLD HARMLESS**

The grantee shall be responsible for, indemnify and hold harmless the Conservancy, its officers, agents and employees from any and all liabilities, claims, demands, damages, or costs, including without limitation litigation costs and attorneys fees, resulting from or arising out of the willful or negligent acts or omissions of the grantee, its officers, agents, contractors, subcontractors and employees, or in any way connected with or incident to this agreement, except for the active negligence of the Conservancy, its officers, agents or employees. The duty of the grantee to indemnify and hold harmless includes the duty to

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defend as provided in Civil Code Section 2778. **[Where the grantee is a public entity,**

**add:** This agreement supersedes any right the grantee may have as a public entity to indemnity and contribution as provided in Gov. Code Sections 895 et seq.]

The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this agreement.

Nothing in this agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this agreement.

**INSURANCE**

Throughout the term of this agreement, the grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the grantee or its agents, representatives, employees, **[Add, if volunteers will work on project: volunteers,]** or contractors associated with the project undertaken pursuant to this agreement.

As an alternative, with the written approval of the Executive Officer, the grantee may satisfy the coverage required by this section in whole or in part through: (a) its contractors' procurement and maintenance of insurance for work under this agreement, if

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the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee's participation in a "risk management" plan, self insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- a. Insurance Services Office ("ISO") Commercial General Liability coverage, occurrence basis (Form CG 00 01) or comparable.
- b. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
- c. Workers' Compensation insurance as required by the Labor Code of the State of California, and Employer's Liability insurance.

**[Include d. only if project work requires the use of non-commercial watercraft]**

- d. Watercraft Liability: If the project will utilize private watercraft, endorsement to Commercial General Liability policy or Protection and Indemnity Insurance. Such insurance shall cover liability arising out of the maintenance and use of any watercraft covering owned, hired and non-owned vessels.

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2. Minimum Limits of Insurance. Grantee shall maintain coverage limits no less than:

a. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

c. Worker's Compensation and Employer's Liability: Worker's compensation as required by law, and Employer's Liability of no less than \$1,000,000 per accident for bodily injury or disease.

d. Watercraft Liability (for private vessel) coverage, if required under 1.d., above

In the following amounts:

a. Vessels under 30 ft.: \$1,000,000 combined single limit.

b. Vessels over 30 ft. or vessel involved in

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research: \$2,000,000 combined single limit.

3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.
  
4. Required Provisions Concerning the Conservancy and the State of California.
  - a. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by first class mail has been given to the Conservancy; or in the event of cancellation of coverage due to nonpayment, after ten days prior written notice to the Conservancy. The grantee shall notify the Conservancy within two days of receipt of notice that any required insurance policy will lapse or be cancelled. At least ten days before an insurance policy held by the grantee lapses or is cancelled, the grantee shall provide the Conservancy with evidence of renewal or replacement of the policy.
  
  - b. The grantee hereby grants to the State of California, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the grantee may acquire against the State of California, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether



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or not the grantee has received a waiver of subrogation endorsement from the insurer.

- c. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:
  - (i) The State of California, its officers, agents and employees are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the grantee; and with respect to liability arising out of work or operations, including completed operations, performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with such work or operations.
  - (ii) For any claims related to this agreement, the grantee's insurance coverage shall be primary insurance with respect to the State of California, its officers, agents and employees, and not excess to any insurance or self-insurance of the State of California.
  - (iii) The limits of the additional insured coverage shall equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.

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- d. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
5. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.
6. Verification of Coverage. The grantee shall furnish the Conservancy with original certificates and amendatory endorsements, or copies of the applicable policy language, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.
7. Contractors. The grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain errors and omissions liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project **[Add the following for a planning**

**project in the nature of design or engineering of a facility involving architects/engineers: with a minimum limit of liability of \$1,000,000].**

8. Premiums and Assessments. The Conservancy is not responsible for premiums and assessments on any insurance policy.

**AUDITS/ACCOUNTING/RECORDS**

The grantee shall maintain financial accounts, documents, and records (collectively, “required records”) relating to this agreement, in accordance with the guidelines of “Generally Accepted Accounting Principles” (“GAAP”) published by the American Institute of Certified Public Accountants. The required records include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, disbursement of all funds related to work under the agreement, and time and effort reports that permit tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

Additionally, the Conservancy or its agents may review, obtain, and copy all required records. The grantee shall provide the Conservancy or its agents with any relevant information requested and shall permit the Conservancy or its agents access to the grantee’s premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The grantee shall retain the required records for a minimum of three years following final disbursement by the Conservancy. The records shall be subject to examination and audit by the Conservancy and the Bureau of State Audits during the retention period.

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors.

The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

**[Add for large or complex grants, or where tracking use of the funds will be difficult, or at other times when appropriate or desirable:]**

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After completing the work, the grantee shall promptly conduct a final financial and compliance audit of revenue and expenditures. An independent Certified Public Accountant shall conduct the audit and prepare a report in compliance with GAAP. In place of performing a separate audit, the grantee may submit to the Conservancy, within a time that the Conservancy specifies, a copy of the grantee's federal "single audit."

**[If passing through \$500,000 or more in federal grant funds to a nonprofit organization, include this paragraph instead of the previous paragraph:]**

The grantee shall conduct an audit in accordance with Title 2, Code of Federal Regulations, Part 200 (2 CFR 200). The audit shall be conducted at least every two years, completed within twelve months after the end of the grantee's fiscal year, and submitted to the Conservancy within thirty days after the completion of the audit. The Conservancy shall provide technical assistance to the grantee, at the grantee's request, for meeting the requirements of 2 CFR 200.

**COMPUTER SOFTWARE**

The grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this contract, state funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**NONDISCRIMINATION**

During the performance of this agreement, the grantee and its contractors shall not deny the agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. The grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the Conservancy to implement such article. The grantee shall permit access by representatives of the Department of Fair Employment and Housing and the Conservancy upon reasonable notice at any time during the normal

**MODEL PLAN-PREPARATION GRANT AGREEMENT 8/15/2019**

business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the Conservancy shall require to ascertain compliance with this clause. The grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

The grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under this agreement.

**AMERICANS WITH DISABILITIES ACT**

By signing this agreement, grantee certifies that it is in compliance with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**PREVAILING WAGE**

Work done under this grant agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, sections 1720-1861. If required by law to do so, the grantee shall pay prevailing wage to all persons employed in the performance of any part of the project and otherwise comply with all associated requirements and obligations.

**[Include the following paragraph if the project is funded by any Proposition 84 money:** This agreement is funded in whole or in part with funds from the “Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006” (“Proposition 84”). Section 75075 of the Public Resources Code imposes on a body awarding any contract for a public works project financed in any part with Proposition 84 funds responsibility for adoption and enforcement of a “labor compliance program” under Labor Code section 1771.5(b). Regulations implementing Section 1771.5(b) include Title 8, California Code of Regulations, Division 1, Chapter 8, Subchapter 4.]

The grantee is responsible for determining whether the project is subject to prevailing wage laws, and for complying with all labor laws applicable to the project. The grantee may also review the Conservancy publication, *Information on Current Status of Prevailing Wage Laws for State Coastal Conservancy Grantees (May 2018)*, available from the Conservancy on request; provided, that this publication is for grantee’s informational purposes only, and shall not be construed as legal advice to the grantee on whether the grantee’s project is subject to prevailing wage laws.

**UNION ORGANIZING**

**MODEL PLAN-PREPARATION GRANT AGREEMENT 8/15/2019**

By signing this agreement, grantee hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this agreement, and certifies that no state funds disbursed by this agreement will be used to assist, promote or deter union organizing. If grantee makes expenditures to assist, promote or deter union organizing, grantee agrees to maintain records sufficient to show that no state funds, including the funds provided under this agreement, have been used for these purposes, and shall provide these records to the Attorney General upon request.

**DRUG-FREE WORKPLACE**

The grantee's signature on this agreement constitutes the certification required by Government Code Section 8355 (Drug-Free Workplace Act of 1990), which requires that all state grantees provide a drug-free workplace by doing all of the following:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions that will be taken against employees for violations of the prohibition.
- (2) Establishing a drug-free awareness program to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace.
  - b. The person's or organization's policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation, and employee assistance programs.
  - d. The penalties that may be imposed upon employees for drug abuse violations.
- (3) Requiring that each employee engaged in the performance of the grant be given a copy of the drug-free workplace statement and that, as a condition of employment on the grant, the employee agrees to abide by the terms of the statement.

**OUTSIDE FUND REQUIREMENTS**

**If any of the Conservancy's grant funds for this project derive from outside sources, obtain legal staff input regarding the requirements of the outside funding.]**

**INDEPENDENT CAPACITY**

The grantee, and the agents and employees of the grantee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

**ASSIGNMENT**

**MODEL PLAN-PREPARATION GRANT AGREEMENT 8/15/2019**

Without the written consent of the Executive Officer, this agreement is not assignable by the grantee in whole or in part.

**TIMELINESS**

Time is of the essence in this agreement.

**EXECUTIVE OFFICER'S DESIGNEE**

The Executive Officer shall designate a Conservancy project manager who shall have authority to act on behalf of the Executive Officer with respect to this agreement. The Executive Officer shall notify the grantee of the designation in writing.

**AMENDMENT**

Except as expressly provided in this agreement, no change in this agreement shall be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement shall be binding on any of the parties.

**LOCUS**

This agreement is deemed to be entered into in the County of Alameda.

**SURVIVAL**

The obligations in the "WORK PRODUCTS AND ACKNOWLEDGMENT OF CONSERVANCY SUPPORT" and "INDEMNIFICATION AND HOLD HARMLESS" sections, above, shall survive the termination of this agreement.

RESOLUTION NO. 2020-02

RESOLUTION APPROVING AN APPLICATION FOR GRANT FUNDS FROM THE COASTAL CONSERVANCY FOR DESIGN AND CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) WORK ASSOCIATED WITH THE CARMEL RIVER FREE PROJECT

-oOo-

WHEREAS, the State Coastal Conservancy may grant funds for projects within the Coastal Zone; and

WHEREAS, said procedures established by Coastal Conservancy require a resolution certifying the approval of application by the Applicant's governing board before submission of said application to the State; and

WHEREAS, the Applicant, if selected, will enter into an agreement with the State Coastal Conservancy to obtain funding to carry out the project,

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Carmel Area Wastewater District:

1. Approve the filing of an application for conducting Design and CEQA work for the Carmel River FREE Mitigation Pipeline Undergrounding Project; and
2. Certifies that the Applicant understands the assurances and certification in the application; and
3. Certifies that Applicant will have sufficient funds to operate and maintain the project consistent with the grant requirements; and



4. Certifies that it will comply with all provisions of Section 1771.5 of the California Labor Code; and
5. If applicable, certifies that the project will comply with any laws and regulations including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, and disabled access laws; and
6. Certifies that Applicant will work towards the State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1; and
7. Appoints the General Manager, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on January 30, 2020 by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

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President of the Board

ATTEST:

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Secretary to the Board

# STAFF REPORT



To: Board of Directors  
From: Rachél Lather, Principal Engineer  
Date: January 30, 2020  
Subject: Rio Road CIPP(Cured-In-Place-Pipe)  
Lining Project Project #19-07

## RECOMMENDATION

It is recommended that the Board of Directors approve Resolution 2020-03 to authorize the General Manager to bid the construction contract for Rio Road CIPP Lining Project and return to your Board on March 26, 2020 with results of the bidding and a recommendation to award the contract to the lowest responsible bidder.

## DISCUSSION

The Rio Road trunk line is located within Rio Road starting near the CAWD office driveway and ending at the treatment plant/Larson Field. A portion of this trunk line was successfully lined in 2017 and this project will complete the lining of the 50 year old asbestos cement pipeline. This project has been included in the CAWD Collections Department five-year Capital Improvement Plan for sewer line rehabilitation. The sewer includes pipe that varies in size from 24 to 27 inches in diameter and was constructed in 1968.

In 2017 CAWD rehabilitated a 600-ft section of the 27-inch gravity sewer line in Larson Field that was cracking due to ground settlement. The rehabilitation involved inserting a cured-in-place pipe liner into the existing pipe, making the new sewer watertight and replacing the structural integrity. Kennedy Jenks provided engineering support for that emergency lining project and on September 26, 2019 your Board authorized the General Manager to enter into a contract with Kennedy Jenks to complete plans and specifications for bidding purposes for the remaining unlined portions of the trunk line. Kennedy Jenks has completed the plans and specifications for the project and they are available for review at the District Office.

In order to proceed with bidding the project, your Board will need to approve the attached resolution authorizing the General Manager to invite bids for the project and return on March 26, 2020 to recommend award of the contract.

## **FUNDING**

Funding is available in the Collections Capital Improvement budget. The 2019/2020 budget for this project is \$1,340,000. The Engineer's Estimate is \$1,300,000.

RESOLUTION NO. 2020-03

RESOLUTION AUTHORIZING THE GENERAL MANAGER TO INVITE BIDS FOR  
"RIO ROAD CIPP (CURED-IN-PLACE-PIPE) LINING PROJECT"

-oOo-

WHEREAS, the Board of Directors has received and reviewed staff's report regarding the Rio Road CIPP Lining project invitation for bids;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Carmel Area Wastewater District, as follows:

1. That the Rio Road CIPP Lining Project plans and specifications are hereby authorized for bidding.
2. That sealed proposals or bids are hereby called for with regard to the aforesaid Project.
3. That the Secretary of the Board of Directors of the District is hereby directed to publish a Notice requesting bids for the aforesaid " Rio Road CIPP Lining" project once a week for two (2) consecutive weeks in a newspaper of general circulation published in the District. Said publications shall not be less than five (5) days apart and the first publication shall be at least ten (10) days before the date fixed for the opening of bids. Said Notice shall refer to the plans and specifications on file in the office of the District Secretary.
4. Sealed proposals or bids shall be delivered to the Secretary of the Board of the Carmel Area Wastewater District on or before the time and date specified in the published Notice, at the office of the District, 3945 Rio Road, Post Office Box 221428, Carmel, California, 93922, said time being not less than ten (10) days from the time of the first publication of the Notice. Bids will be publicly opened and examined on said date and hour by the District Secretary and will be referred to and considered by the Carmel Area Wastewater District Board at its next regular meeting following the opening of the bids in the Board Room of the District Office, 3945 Rio Road, Carmel, California.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on January 30, 2020 by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

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President of the Board

ATTEST:

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Secretary to the Board

# STAFF REPORT



To: Board of Directors

From: Rachél Lather, Principal Engineer

Subject: Contract Award Recommendation –  
Manhole & Sewer Line Repair Project at Various Locations

Date: January 30, 2020

## RECOMMENDATION

After review of the bid proposals, staff recommends that the Board of Directors:

- Adopt a resolution accepting the lowest responsible bid for the FY 2019/20 Manhole & Sewer Line Repair at Various Locations Project”.
- Authorize the General Manager to sign and execute a contract with the lowest qualified bidder for construction of the project in the amount of \$78,250.

## DISCUSSION

The board approved Resolution No. 2019-45 on December 19, 2019 authorizing solicitation of bids for construction of the Manhole & Sewer Line Repair Project. A mandatory pre-bid site visit was conducted on January 6, 2020 with representatives from five construction companies and Rain for Rent in attendance.

Four sealed bids were opened on January 16, 2020 at the District office and the results are provided in the following table. The lowest qualified responsible bidder was determined to be Coastal Paving & Excavating in the amount of \$78,250. The bid tabulation is provided below. The Engineer’s Estimate for the project is \$93,200.

BIDDER	BID AMOUNT
<b>Engineer's Estimate</b>	<b>\$93,200</b>
Don Chapin Company	\$170,000
Monterey Peninsula Engineering	\$ 128,900
Goltz Construction	\$110,664
Coastal Paving & Excavating	\$78,250

### Bid Tabulation

Item No.	Description	Quantity	Unit	Unit Price	Total
1.	Mobilization/Demobilization to include mobilizing labor, equipment and materials to the job site, all insurance bonding costs, cleanup and demobilization.	1	LS	\$2,500	\$2,500
2.	Dewater, if required, and sustain an adequately sized sewer bypass system throughout duration of the project.	1	LS	N/A	N/A
3.	Sewer line spot repair at Junipero and 2nd.	40	LFt	\$125	\$5,000
4.	Removal and repair of cross bored pipe intrusion and patching of existing 24-inch AC pipe on Rio Road.	1	LS	\$9,000	\$9,000
5.	Plugging existing outside drop manhole connection and replacing with an inside drop connection at Torres & 1 <sup>st</sup> Avenue.	1	LS	\$7,000	\$7,000
6.	Manhole lid and frame, removal and replacement. (24-inch diameter lid)	17	Each	\$1,050	\$17,850
7.	Manhole lid and frame, removal and replacement. (36-inch diameter lid)	3	Each	\$1,050	\$3,150
8.	48"x48" hatch removal and replacement at Monte Verde and 16th.	1	Each	\$3,500	\$3,500



9.	Asphalt road repair, including subgrade preparation (all areas)	1	LS	\$7,000	\$7,000
10.	Trench safety and shoring.	1	LS	\$1,500	\$1,500
11.	Storm water compliance.	1	LS	\$3,000	\$3,000
12.	Traffic Control and site safety.	1	LS	\$8,750	\$8,750
13.	Extra Work	1		10,000	10,000
<b>TOTAL BID AMOUNT (13 ITEMS)</b>		<b>\$ 78,250 USD</b>			

**FUNDING**

The FY19/20 CAWD Collections Capital Budget includes \$100,000 for manhole and sewer line repairs and maintenance.

RESOLUTION NO. 2020-04

RESOLUTION ACCEPTING THE LOWEST RESPONSIBLE BID FOR THE “FY2019/20  
MANHOLE & SEWER LINE REPAIR AT VARIOUS LOCATIONS PROJECT” AND  
AUTHORIZING GENERAL MANAGER TO EXECUTE A CONTRACT WITH THE  
LOWEST QUALIFIED BIDDER IN THE AMOUNT OF \$78,250

-oOo-

WHEREAS, the Board of Directors authorized solicitation for bids for the Manhole & Sewer Line Repair project on December 19, 2019; and

WHEREAS, there were four bids received at the bid opening on January 16, 2020 and the lowest responsible bid was determined to be Coastal Paving & Excavating; and

WHEREAS, the Engineer’s Estimate for the project was \$93,200 and all bids were competitive between bidders.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Carmel Area Wastewater District, as follows:

1. That the Board accepts the bid of the lowest responsible bidder (i.e. Coastal Paving & Excavating) and awards the contract for the above-mentioned project to said bidder at the price specified in the bid of \$78,250.
2. That the Board authorizes the General Manager to approve project change orders not to exceed 5% of bid amount (\$3,912.50).
3. That the Board authorizes and directs the General Manager to execute a written contract with the successful bidder, Coastal Paving & Excavating, for an amount not to exceed \$78,250.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on January 30, 2020 by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

---

President of the Board

ATTEST:

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Secretary to the Board

# Staff Report



To: Board of Directors  
From: Barbara Buikema, General Manager  
Date: January 30, 2020  
Subject: Sewer Connection Fee effective February 1, 2020

## RECOMMENDATION

It is recommended that the Board of Directors adopt a resolution approving an increase in the basic residential unit connection fee to \$6,693.51 as detailed in the attached Schedule of Connection Fees effective February 1, 2020.

## DISCUSSION

Sewer connection fees are set by ordinance in accordance with the California Health and Safety Code Section 5474. Connection fees are charged to recover a portion of the capital costs for the treatment facility from future users. Per the State Water Resources Control Board (SWRCB) guide for grant funded facilities, connection fees may be used to recover debt service costs if the user had been connected when the treatment works began operation. Connection fees may not be used to recover excessive cost from future users in order to reduce charges to current users. Connection fees may not be used to fund replacement costs. Therefore, the District calculations are based on the acquisition cost of its plant assets.

The accompanying summary computation shows that the recommended connection fee (performed as of the last full year of fixed asset data available) has increased 44.06% from \$4,646.04 on 6-30-18 to \$6,693.51 on 6-30-19. Detailed computation spreadsheets are available at the Board's request. Capital Improvement Projects (CIP) are not included in the computation until they are complete and moved into Fixed Assets. This increase in connection fee cost represents the impact of closing Phase I, or an increase of \$19.3M in original costs.

Although we have historically calculated connection fees each year based on the last full year of fixed asset data; however, there is nothing in Ordinance 85-02 that prohibits adjusting the fee at an alternate time during the year. The exact language of the Ordinance is "... which shall be determined annually, or more frequently if this Board deems it appropriate..." Staff recommends that the Board approve this increase at this time because the fiscal year 06-30-19 audit is complete and was accepted by the Board in Dec 2019.

The District's total assets are reflected on the books at a cost basis of \$96,406,059. This figure includes all Reclamation tertiary and secondary facilities and the Collection system. It does not include the impact of reductions from receipt of grant funds and reimbursement from PBCSD. It does not include any increased land appraisal value. It is generally acknowledged that the replacement cost for total Plant assets would be about \$125-150 million.

The purpose of the connection calculation is to determine what a new connector would be expected to pay for his/her fair share of treatment and disposal assets. The calculation is per equivalent residential unit based on original construction costs adjusted to present day value. It does not attempt to recover replacement costs because of SWRCB direction to charge for acquisition value only. A new connector becomes part owner of the District upon payment of the fees because he is paying a pro-rata share of the cost of assets used to treat his/her sewage.

Please note; that for the purposes of this calculation office equipment, vehicles and structures are not fully depreciated but are instead assigned a minimum salvage value of 10% for equipment and vehicles and 25% for structures. This assumption ensures that all assets will retain some value in the computation regardless of whether they are fully depreciated.

The formula for the connection fee, as suggested by Kennedy/Jenks/Chilton (engineering consultant), starts with assets of \$96,406,059 and excludes all Reclamation tertiary (Reclamation Secondary facilities are included) and Collection assets to arrive at applicable connection fee assets of \$47,640,912. Actual replacement costs for these assets would be \$75 - \$100 million.

According to the formula the applicable assets are then depreciated according to appropriate lives (down to a stated minimum), updated by the current ENR (Engineering News Record) Construction index and decreased by grant funds received and reimbursement from PBCSD. This mathematical process reduces the applicable assets from \$47,640,912 down to a local present value cost of \$23,214,636. To this is added the District's current assets of \$33,751,396, for a total value of applicable assets of \$56,966,032.

A connection fee per gallon per day is determined by dividing \$56,966,032 by 2,000,000 gallons per day (gpd) which is CAWD's share of the permitted authorized flows. The 2 million gpd figure is CAWD's 2/3 share of permitted flows as opposed to actual flows or designed flows. The resulting figure is then multiplied by 235 gpd (the average daily flow per equivalent residential unit) to arrive at the actual connection fee per equivalent residential unit.

This calculation results in a connection fee per equivalent residential unit (ERU) of \$6,693.51. The reasons for the increase include an increase in the ENR index of 2.82% from 2018 and an increase in current assets increase of 21.38 % over 2018. The current assets can vary greatly from year-to-year depending on cash on hand, accounts receivable, prepaid expenses, and other cash items.

### **COMPARISON CONNECTION FEES**

The State Water Resources Control Board survey of Single-Family Dwelling (SFD) Connection Fee for the last year available FY 2016-17 average is \$4,297.26. Monterey County average connection fee for a

Single-Family Dwelling is \$4,818.97 for the FY 2016-17 survey.

The State Water Resources Control Board projected release of the 2018 report by June 14, 2019. It is not available at the time of this report.

**Attachments:**

1. Connection Fee Calculations 2019
2. Schedule of Connection Fees 02-01-20

**CARMEL AREA WASTEWATER DISTRICT  
CONNECTION FEE CALCULATIONS**

Based on audited figures for capital assets at June 30, 2019  
effective February 1, 2020

Balance of applicable assets - June 30, 2019.....		96,406,059.08
Depreciated Value.....	50,192,062	
ENR Updated Value.....	76,547,667	
Local Value - Net after grant funds.....	74,822,112	
 Excluded Assets		
Reclamation – Tertiary Structures	35,384,151	
Reclamation – O&M	460,305	
Pump Station Structures	972,206	
Pump Station Equipment	929,723	
Sewer System	11,018,760	
CAWD's share - Net of PBCSD reimbursement.....		23,214,636
Add Current assets balances at June 30, 2019.....		33,751,396
		-----
(A) Total value of applicable assets.....		56,966,032
(B) Average daily flow per equivalent residential unit as prescribed by the County.....	235 gpd	
(C) CAWD's share of authorized flows: 2/3 x 3 mgd.....	2,000,000 gpd	
(D) Connection fee per gallon per day: (A) divided by (C).....	\$19.77	
Connection fee per Equivalent Residential Unit (B) X (D).....		<b>\$ 6,693.51</b>
		=====

Note: Applicable assets exclude Collection sewers, pipelines and pump stations, and the tertiary portion of the Reclamation Project.

Formula used was suggested by Kennedy/Jenks/Chilton and has been used since 1985.

## SCHEDULE OF CONNECTION FEES

Effective February 1, 2020

	<u>BASIC FEE FOR RESIDENTIAL UNIT</u>	<u>\$6,693.51</u>
CARMEL AND ADDITIONS	\$30.00 ANNEX CREDIT	\$6,663.51 (S)
CARMEL WOODS	\$30.00 ANNEX CREDIT	\$6,663.51 (S)
LA LOMA TERRACE	\$30.00 ANNEX CREDIT	\$6,663.51 (S)
HATTON FIELDS	\$30.00 ANNEX CREDIT	\$6,663.51 (S)
MISSION FIELDS	\$30.00 ANNEX CREDIT	\$6,663.51 (S)
CARMEL MEADOWS	\$30.00 ANNEX CREDIT	\$6,663.51 (S)
HANDLEY HILLS	\$30.00 ANNEX CREDIT	\$6,663.51 (S)
<b><u>BASIC AND CARMEL VALLEY TRUNK FEE (\$450.00) FOR RESIDENTIAL UNIT</u></b>		<b><u>\$7,143.51</u></b>
CARMEL HILLS - SOUTH	\$30.00 ANNEX CREDIT	\$7,113.51 (S)
CARMEL KNOLLS NO. 1,2,3	\$55.00 ANNEX CREDIT	\$7,088.51 (S)
CARMEL KNOLLS NO. 4	\$825.00 ANNEX CREDIT	\$6,318.51 (S)
CARMEL VIEWS	\$825.00 ANNEX CREDIT	\$6,318.51 (S)
HIGH MEADOW I	ALL CREDITS USED	\$7,143.51 (S)
VAL VERDE	FEES PAID FOR 8 UNITS ONLY (See Annex File)	
RANCHO RIO VISTA 1974	\$550.00 ANNEX CREDIT	\$6,593.51 (S)
RANCHO RIO VISTA ASSESSMENT DISTRICT	\$825.00 ANNEX CREDIT	\$6,318.51 (S)
HIGH MEADOW II	\$1,165.00 ANNEX CREDIT (30 LOTS)	\$5,978.51 (S)
QUAIL MEADOWS	\$1,470.00/LOT (See Annex File)	\$5,673.51 (S)
<b><u>CANADA DRIVE SEWER (GALLAWAY REIMBURSEMENT) VARIED - SEE RES. NO. 796</u></b>		

### COMMERCIAL CONNECTION FEES

Fees for commercial developments are computed on the basis of plumbing fixture units as defined by the Uniform Plumbing Code or customer seats in the case of restaurants, in accordance with Ordinance No. 85-2. Annexation credits are generally evident from the annexation files.

(S) - For original lots with stub outs only. Lot splits will attract new fees at the full rates for each new parcel (residential unit) created



RESOLUTION NO. 2020-05

A RESOLUTION SPECIFYING THE DISTRICT SEWER CONNECTION  
AND ANNEXATION FEES, AS ADOPTED BY ORDINANCE NO.  
85-2, COMMENCING FEBRUARY 1, 2020

-oOo-

WHEREAS, Ordinance No. 85-2 establishes and adopts sewer connection and annexation fees for the Carmel Area Wastewater District, pursuant to a general formula for the determination of said fees as set forth in that ordinance, with said fees to be adjusted annually, or more frequently, based upon certain factors and determinations to be made by the District Manager, including the current value of District assets; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Carmel Area Wastewater District that, based upon the revised information now presented to it, the District's sewer connection and annexation fees, as adopted and established by Ordinance No. 85-2, are hereby specified to be \$6,693.51 per equivalent residential unit or per acre of vacant land, commencing February 1, 2020, and continuing until revised by further action of this Board.

PASSED AND ADOPTED by the Board of Directors of the Carmel Area Wastewater District at a regular meeting duly held on January 30, 2020, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

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President of the Board

ATTEST:

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Secretary of the Board

# STAFF REPORT



To: Board of Directors  
From: Chris Foley, Maintenance Superintendent  
Date: January 30, 2020  
Subject: Surplus Asset Disposal Policy

## RECOMMENDATION

It is recommended the Board of Directors adopt a resolution approving the Surplus Asset Disposal Policy.

## DISCUSSION

As the District completes improvements and repair to equipment, we find that occasionally items that are replaced or removed still have some value. Rather than store assets that the District will no longer use, staff would like to implement a transparent and consistent method for disposing of these assets.

Currently the District has a backlog of assets that require disposal since there is not a streamlined disposal process.

This policy recognizes it is in the best interest to obtain the maximum residual value and also to be efficient with staff time so that more District resources are not spent disposing of the asset than the asset is worth.

The policy models the approval levels after the purchasing thresholds. Disposal of items under \$5,000 would be the responsibility of the superintendents, over \$5,000 but under \$35,000 the General Manager would manage the disposal and assets over \$35,000 would be brought to the board for approval to dispose.

This policy will enable staff to store fewer items, recoup some of the cost of assets and provide usable assets to the public at fair market value.

## FUNDING

N/A- Informational item only



## CARMEL AREA WASTEWATER DISTRICT

<b>Date Written:</b> 10/1/2019	<b>SURPLUS ASSET DISPOSAL POLICY</b>	<b>Author:</b> Daryl Lauer
<b>Policy No.</b> 006		<b>Approved By:</b>
<b>Date Revised/Approved:</b> MM/DD/YY		

# SURPLUS ASSET DISPOSAL POLICY

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## **DISPOSAL OF NON-PROPERTY ASSETS**

### **1.0 Introduction**

District's assets will be disposed of in a responsible, transparent and accountable manner. Elected officials, department heads, and staff responsible for District-owned assets shall continually monitor the use of capital assets, minor equipment, supplies, and materials to ensure that personal property, when no longer needed or not utilized as trade-in on new acquisition, are reported to the management staff for timely redistribution and/or disposal.

### **1.1 Delegated Authority**

With respect to the disposal of assets, the General Manager has authority to:

- (a) approve disposal of assets under the control of his/her delegate that are surplus to requirements with a value of less than \$5,000.
- (b) approve disposal of assets under the his/her control that are surplus to requirements with a value over \$5,000 but under \$35,000; and
- (c) Any asset disposal of \$35,000 or more must be brought before the Board of Directors.

The General Manager has authority and may sub-delegate this authority to the following District Employees:

- Superintendents

### **1.2 Disposal Rules**

At all times, surplus assets or materials should be disposed of in a way that maximizes returns while ensuring open, transparent, and effective competition. Most commonly this will be through publicly competitive process of public auction or through a secure electronic tendering/ auctioning facility.

Prior to disposal, a reasonable effort is to be made to ensure no other Department has a need for the asset. Items of historical or cultural significance should be given special regard and any dangerous goods disposed of only in an authorized and safe manner.

No warranty is to be offered on assets sold and terms of auction will publicly specify assets are sold "as is" and without warranty expressed or implied.

### **1.3 Conflict of Interest**

The manager responsible for the disposal of any District asset must ensure that no conflict of interest occurs in or as a result of the asset disposal process.

### **1.4 Reasons for Disposal**

A decision to dispose of an asset may be based on one or more of the following:

- Obsolescence.

- Non-compliance with health and safety standards.
- No use expected in the foreseeable future.
- Uneconomical to repair.

**1.5 Methods of Disposal of Assets**

The principal methods of disposal of assets are:

- (a) Public auction
- (b) Donation to a registered government agency, charity or community organization.
- (c) Dumping – assets of no or little value only

**1.6 Auction Sales**

Disposal of applicable District-owned surplus personal property, including lost or abandoned personal property and forfeiture program assets transferred to the Maintenance Superintendent, shall normal be accomplished through public auction as the preferred method of sale whenever practical. Public auctions shall include the use of electronic commerce (online), live auctions, and sealed bids. Auction should be held in cooperation with other public agencies whenever possible.

- (a). All District live auctions shall be publicly advertised.

**1.7 Auction to Staff/Directors**

As a general principle, sale of assets should be a public process. Invitations to bid for the purchase of any surplus District assets should not be limited to staff or to elected officials. Members of the public must be allowed to compete for the assets where those assets would provide a reasonable and meaningful service to the public.

However, it is recognized that there will be limited instances where an internal auction amongst staff members may be the most practical and reasonable manner of disposal. This may include instances where the fair market value of the asset is less than the cost of District resources and staff time required to conduct a public process. In these instances, the authority for disposal will rest with the General Manager. All decisions and the reasons for the decisions must be documented.

**1.8 Donations and Sales of District-Owned Surplus Items at less than Determined Fair Market Value to Governmental Agencies or Community Groups/Charities.**

- a. Donation or sale at less than fair market value of Surplus Items to Governmental Agencies or Community Groups/Charities may be approved by the General Manager when the estimated fair market value is less than \$35,000 after exploring all avenues for recouping a fair value for the District.

- b. Donation or sale at less than fair market value of Surplus Items to Governmental Agencies or Community Groups/Charities may be approved by the Board of Directors when the estimated fair market value is greater than \$35,000 after exploring all avenues for recouping a fair value for the District.

### **1.9 Sale of Information Technology (IT)/Computer Equipment**

Any IT equipment or computers containing confidential data will be disposed of by the Districts Managed IT services. This is to ensure that no confidential data or security information remain on the equipment. The items are then to be disposed of either by donation or sale.

### **2.0 Documents Required in Support of Disposal of Assets**

Either a copy of receipt or other proof of disposal from the contracted auctioneer, the licensed scrap dealer, or a letter acknowledging receipt of asset and its nominal value from the recipient of the asset is required to be attached to the Assets Disposal Form.

For accountability and audit reasons, the basis of the decision must be documented (Asset Disposal Form).

- (a) Complete "Assets Disposal Form" Form (at Attachment 1).
- (b) The Superintendent from the relevant area (with appropriate delegated authority) approves the disposition of a particular asset and signs the "Asset Disposal Form" (at Attachment 1).
- (c) The Assets Disposal Form to be countersigned by the General Manager in cases of sales to staff/Councilors or donations to charities/community groups (where a potential claim of bias exists).
- (d) The original Assets Disposal Form is to be forwarded to Finance unit for adjustment of Assets Register and a copy to the General Manager adjustment of their asset records.

### **2.1 Sales Proceeds**

Proceeds from the sale of District-owned assets will be applied to the District General account. Assets acquired using grant funds or special funds and that require sale proceeds to be returned must be separately identified when reported to the Superintendent.

To be used for all non-property assets. Approval is sought to dispose of the following asset:

<b>Description</b>	
<b>Quantity</b>	
<b>Asset Number*</b>	
<b>Net Book Value*</b>	\$
<b>Estimated cost of disposal</b>	\$
<b>Estimated market value</b>	\$
<b>Reasons for Disposal</b>	
<b>Proposed Method of Disposal</b>	

**\*Obtain this information from the finance unit prior to initiating the disposal process.**

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Date

Approval: The above disposal is: (please circle) APPROVED      NOT APPROVED

Particulars of disposal: -----

I, \_\_\_\_\_, certify that the above goods were disposed of in accordance District Asset Disposal policy

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

If being destroyed the Superintendent witness signature to its destruction:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Amount received on disposal: \$ \_\_\_\_\_

Receipt No: \_\_\_\_\_

Date: \_\_\_\_\_

Asset Register updated: \_\_\_\_\_

Finance Asset Register updated on

\_\_\_\_\_

Signature

Date: \_\_\_\_\_

Staff Records updated on

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**Note: Please ensure supporting documentation such as a receipt of sale clearly identifying the purchaser or recipient is attached to this form.**



RESOLUTION NO. 2020-06

RESOLUTION APPROVING THE SURPLUS ASSET DISPOSAL POLICY

-oOo-

WHEREAS, the District has an interest in establishing a written policy regarding disposal of District owned surplus personal property and other personal property under the custody of the District to ensure that sales are conducted in an open, competitive environment, and that maximum public exposure to the disposal process is accomplished; to minimize disposal costs, and ensure that revenue from sales is maximized and obtained in a timely manner; and

WHEREAS, said the attached policy is intended to ensure disposal in a responsible, transparent and accountable manner.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Carmel Area Wastewater District does hereby confirm the intent of the attached Surplus Asset Disposal Policy and incorporated herein and its policy approach and further approves the Surplus Asset Disposal Policy.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on January 30, 2020 by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

---

President of the Board

ATTEST:

---

Secretary to the Board

# STAFF REPORT

TO: Board of Directors

FROM: Daryl Lauer, Collection Superintendent

DATE: January 30, 2020

SUBJECT: Approval to Sell Surplus 2008 Vac-Con  
Hydro/Vacuum Cleaning Truck



## RECOMMENDATION

It is recommended that the Board of Directors adopt a Resolution declaring the 2008 Vac-con Hydro/Vacuum cleaning truck to be surplus District property and authorizing the General Manager to sell the truck via the online auction site [Govdeals.com](http://Govdeals.com) for a starting bid of \$5,000 and a reserve of \$65,000.

## DISCUSSION

The District purchased the truck new in September 2008. The truck has served its useful life. The truck is still in working condition but is based on outdated technology and has deteriorated to the point that the truck is not adequate for high usage. The truck still has some useful life as a backup or lower usage unit.

The District just recently purchased a new Hydro/Vacuum cleaning truck to replace this unit.

Staff was contacted by a representative from Govdeals.com to assist with sale of our used truck. Govdeals.com offers a fair and transparent platform to advertise the cleaning truck and allows the District to obtain the best value when selling the vehicle. Govdeals.com charges a fee of 5% for the final sale price of the surplus equipment being sold. All taxes are paid by the buyer when they register the vehicle.

The District has used Govdeals in the past successfully – the Lampson Blower during Phase I and the Exhaust Blower in what is now the Main Control Room.

Staff contacted two vendors (3T Equipment Company and Municipal Maintenance Equipment) and was provided a fair market value estimate of \$65,000. Staff is recommending that the District take the advice of these two equipment vendors and set the reserve at \$65,000. The reserve is the minimum price the District will accept for the truck. Should the final bid be close to the reserve of \$65,000 the District has the choice to sell at the lower price.

### **FUNDING**

N/A -This is a sale of surplus property and the original asset is fully depreciated. A new truck was budgeted and purchased in Fiscal Year 19/20 in the amount of \$408,906.94.

RESOLUTION NO. 2020-07

A RESOLUTION DECLARING THE 2008 VAC-CON HYDRO/VACUUM  
CLEANING TRUCK TO BE DISTRICT SURPLUS PROPERTY AND  
AUTHORIZING THE GENERAL MANAGER TO SELL THE TRUCK VIA THE  
ON-LINE AUCTION SITE GOVDEALS.COM FOR A STARTING BID OF \$5,000  
AND A RESERVE OF \$65,000

-oOo-

WHEREAS, the District Vac-Con Cleaning Truck was purchased in 2008 and has served its useful life. Although still in working condition it is based on outdated technology and has deteriorated to where it is no longer adequate for high usage; and

WHEREAS, the District has purchased a new cleaning truck to replace this unit; and

WHEREAS, District staff has contacted Govdeals.com to discuss posting the vehicle on its auction board and has also contacted two vendors to estimate an appropriate fair market value.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Carmel Area Wastewater District, is convinced that the Vac-Con is surplus property and an online auction board such as Govdeals.com is an appropriate method to sell surplus property and agrees with the fair market value of \$65,000. The Board does hereby authorize posting the vehicle on Govdeals.com with a reserve price of \$65,000 and a minimum bid of \$5,000.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on January 30, 2020 by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

\_\_\_\_\_  
President of the Board

ATTEST:

\_\_\_\_\_  
Secretary of the Board

# STAFF REPORT

TO: Board of Directors

FROM: Daryl Lauer, Collection Superintendent

DATE: January 30, 2020

SUBJECT: Services provided to The City of Carmel-By-the-Sea for Storm Interceptors Cleaning



## RECOMMENDATION

It is recommended that the Board of Directors adopt a Resolution authorizing the General Manager to enter into a three-year contract for services provided by CAWD to Carmel-By-the-Sea.

## DISCUSSION

CAWD has assisted Carmel-By-the-Sea (CBTS) with catch basin cleaning and overflow response the past two years. The City would like to have a three-year contract going forward.

District proposed cleaning services to the 4 interceptors and retention ponds and dispose of debris every quarter or as needed. The District will also provide as needed on-call catch basin and overflow response, as needed. CBTS will notify District staff for interceptor cleaning and allow to up to one month to complete cleaning. CAWD staff will notify and document all work performed.

Carmel-By-the-Sea has asked if CAWD would enter into contract for services provided based on the hourly rate below, through June 2023.

- Cost for services: CAWD Labor and equipment billed at an hourly rate of \$179.89 (budget year 20-21), \$185.55 (budget year 21-22) and \$190.83 (budget year 22-23) (increase in cost base on CAWD COLA increase)

- Disposal of debris \$63 per ton to dispose, vacuum truck holds 3 tons when full. (estimated 3 tons per interceptor)
- Invoice will be sent at the end of each month that service have been provided. Due and payable net 30
- Should CAWD be involved in a District related emergency, staff will respond as soon as crews become available to the needs of CBTS. Any after-hours calls are billed at overtime rates or one and on half times.

Attached:  
Letter  
Contract Proposal

## **FUNDING**

N/A- Informational item only





# Carmel Area Wastewater District

P.O. Box 221428 Carmel California 93922 ❖ (831) 624-1248 ❖ FAX (831) 624-0811

Barbara Buikema  
General Manager  
Ed Waggoner  
Superintendent  
Robert R. Wellington  
Legal Council

Board of Directors  
Gregory D'Ambrosio  
Michael Rachel  
Robert Siegfried  
Charlotte F. Townsend  
Ken White

January 10, 2020

Agnes Topp  
Environmental Compliance Manager  
Department of Public Works  
Junipero Ave between 4<sup>th</sup> & 5<sup>th</sup>  
Carmel By the Sea, CA 93921

Dear Agnes,

Carmel Area Wastewater District (CAWD) presents the following proposal to clean the Carmel-by-the-Sea (CBTS) hydrodynamic separators / interceptors throughout the city.

The District proposes a contract for cleaning services to the CBTS 4 interceptors and retention ponds and dispose of debris every quarter or as needed. The District will also provide as needed on-call catch basin and overflow response. CBTS will notify District staff for interceptor cleaning and allow to up to one month to complete cleaning. CAWD staff will notify and document all work performed.

- Cost for services: CAWD Labor and equipment billed at an hourly rate of \$179.89 for budget year 20/21, \$185.55 for budget year 21/22 and \$190.83 budget year 22/23 (estimated 36 hours per quarter to clean interceptors and retention ponds)
- Disposal of debris \$63 per ton to dispose, vacuum truck holds 3 tons when full. (estimated 3 tons per interceptor)
- Invoice will be sent at the end of each month that service have been provided. Due and payable net 30
- Should CAWD be involved in a District related emergency, staff will respond as soon as crews become available to the needs of CBTS. Any after-hours calls are billed at overtime rates or one and on half times.

CAWD staff has work closely with CBTS to reach the cleaning goals over the past two years. This proposal is for three years, included is next year's CAWD COLA and the projected COLA for years 21/22 and 22/23.

If you have any questions, please contact me at (831) 624-1249 ext. 283 or (831) 917-1426

Best regards,

Daryl Lauer  
Collection Superintendent  
Carmel Area Wastewater District

**PROFESSIONAL SERVICES AGREEMENT**  
**for the**  
**Stormwater Program Vector Truck and Inspection Support Services**  
**Agreement #**

**THIS AGREEMENT** is executed this \_\_\_\_ day of February, 2020, by and between the CITY of Carmel-By-The-Sea, a municipal corporation, (hereinafter "City"), and Carmel Area Wastewater District, a public utility, (hereinafter "Consultant"), collectively referred to herein as the "parties".

**WHEREAS**, the City wishes to engage Consultant to perform the services required by this Agreement; and,

**WHEREAS**, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions; and

**WHEREAS**, Consultant represents that it is trained, experienced and competent and holds all necessary licenses and certifications to perform the services required by this Agreement.

**NOW, THEREFORE**, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

**1. SERVICES**

- A. **Scope of Services**. Consultant agrees to provide to the City, as the scope of services ("Scope of Services") under this Agreement, the following: cleaning and removing materials from hydrodynamic separators and sediment ponds upon request by the City, typically three (3) times per year, and conducting annual stormwater compliance inspections of commercial facilities per the Business Inspection List provided annually by the City. The Scope of Services also includes the services described in Exhibit "A" attached hereto. The Scope of Services under this Agreement shall include, but is not limited to, a project description, project phases, and task descriptions, as further set forth in this Agreement and attachments hereto.
- B. **Change Orders**. Agreements and Change Orders exceeding \$24,999 require City Council approval to be valid. The City may, from time to time, by written notice to Consultant, make changes to the Scope of Services as defined in Section 1.A above, and Consultant shall carry out the Services subject to such changes, within the time limits agreed to by the parties. The compensation and/or Project Schedule shall be increased or decreased by written Change Order to this Agreement ("Change Order"), signed by the City and Consultant, prior to commencement of any such changes of the Services. However, any increase in compensation beyond the compensation limit amount approved by the City Council must be authorized in advance by Council. The City shall not be liable to pay additional compensation to Consultant for any additional services performed without an executed Change Order issued prior to proceeding with amended services. All other terms of this Agreement shall apply to authorized Change Orders.

## 2. COMPENSATION

- A. **Total Fee.** The City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, hourly fees as set forth in Consultant's Fee Schedule (Exhibit "B"), in a total amount not-to-exceed Eighty-Five Thousand Two Hundred and Ten Dollars (\$85,210.00). Such compensation shall be considered the "Maximum Authorized Expenditure" under this Agreement. The Fee Schedule shall include, but is not limited to, fees for each phase and task, not-to-exceed total fee, hourly rates, reimbursable rates and subconsultant mark-up rates. Payment of any compensation to Consultant hereunder shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City determines that the Services set forth in the written invoice have not performed in accordance with the terms of this Agreement, the City shall not be responsible for payment until the Services have been satisfactorily performed.
- B. **Invoicing.** Consultant shall submit to the City monthly written invoices to the City's Project Representative, identified in Section 5 herein. Invoices shall be prepared in a form satisfactory to the City, describing the services rendered and associated costs for the period covered by the invoice. The City shall provide invoicing format upon request. Consultant shall not bill the City for duplicate services performed by more than one person. Consultant's invoices shall include, but are not limited to, the following information:
- i. Project Title, the City's Purchase Order number and City's Project Code(s) for each project;
  - ii. Invoice number and date;
  - iii. A brief description of services performed for each project phase and/or task;
  - iv. The budgeted amount for each phase, task and item, including the total amount, with the same for approved Change Orders, if any;
  - v. Amount invoiced to date divided by the agreed total compensation, expressed as a percentage, with the same for approved Change Orders, if any;
  - vi. The amount earned and invoiced to date for each phase, task and/or item, including the total amount, with the same for approved Change Orders, if any;
  - vii. The amount previously invoiced for each phase, task and/or item, including the total amount, with the same for approved Change Orders, if any;
  - viii. The amount due for the period covered by this invoice for each phase, task, and/or item, including the total amount, with the same for approved Change Orders, if any;
  - ix. For time and materials authorizations, the number of hours spent, by whom and their hourly rate for each phase, task and/or item, including the total amount;
  - x. The costs incurred, including reimbursables, for each phase, task, and/or item for the agreed total compensation and approved Change Orders, if any, along with a brief description of those costs;

- xi. The total amount due for the period covered by this invoice, including subconsultants and vendors of services or goods;
- xii. Copies of subconsultant, vendor, and reimbursable invoices including hourly breakdowns when requested by City.
- xiii. Copies of subconsultant and vendor lien releases.

Any such invoices shall be in full accord with any and all applicable provisions of this Agreement. Consultant shall submit invoices to the City on or before the sixteenth (16<sup>th</sup>) day of each month for services performed in the preceding month. The City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, the City shall not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant.

The City shall not be obligated to pay Consultant a greater percentage of the Maximum Authorized Expenditure than the actual percentage of services completed as of the invoice date.

Consultant agrees to remit and shall be responsible for all withholding taxes, income taxes, unemployment insurance deductions, and any other deductions required by applicable federal, state or local laws and regulations for Consultant, its employees, subconsultants and vendors of services or goods.

- C. **Adjustment of Fees**. The City may increase or decrease the Maximum Authorized Expenditure by issuing a Change Order to the Agreement in accordance with Section 1.B "Change Orders" above. Should Consultant consider that any request or instruction from the City's Project Representative constitutes a change in the scope of services, Consultant shall so advise the City's Project Representative, in writing, within fourteen (14) calendar days of such request or instruction. Without said written advice within the time period specified, the City shall not be obligated to make any payment of additional compensation to Consultant.
- D. **Hourly Rates**. Payment for all authorized services, including payment for authorized on-call, as-needed services, shall be made by the City to Consultant in accordance with the various hourly rates as set forth in the Consultant's Fee Schedule (Exhibit "B").
- E. **Subconsultants and Vendors**. Invoices for subconsultants and vendors of services or goods will be paid by the City to Consultant in accordance with the various rates as set forth in the Consultant's Fee Schedule (Exhibit "B"). All reimbursable expenses shall be considered as included within the Maximum Authorized Expenditure. Consultant shall be solely responsible for payment to subconsultants and vendors of services or goods, and the City shall not be responsible or liable for any payments to subconsultants and vendors, either directly or indirectly.
- F. **Audit and Examination of Accounts:**

- i. Consultant shall keep and will cause any assignee or subconsultant under this Agreement to keep accurate books of records and accounts, in accordance with sound accounting principles, which pertain to services to be performed under this Agreement.
  - ii. Any audit conducted of books of records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing.
  - iii. Consultant hereby agrees to disclose and make available any and all information, reports, books of records or accounts pertaining to this Agreement to the City and any city of the County of Monterey, or other federal, state, regional or governmental agency which provides funding for these Services.
  - iv. Consultant shall include the requirements of Section 2F, "Audit and Examination of Accounts", in all contracts with assignees or subconsultants under this Agreement.
  - v. All records provided for in this Section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than four (4) years after full completion of services hereunder. All records, which pertain to actual disputes, litigation, appeals or claims, shall be maintained and made available for a period of not less than four (4) years after final resolution of such disputes, litigation, appeals or claims.
- G. **On-Call Agreements.** The amount of work (scope of services) to be requested during the Agreement term cannot be well defined at the outset. The Consultant agrees to perform the work on an on-call basis in such increments and at such times as defined in written work requirements issued by the City as the need arises. The Consultant agrees that the offer to perform the work at the various rates as set forth in the Consultant's Fee Schedule (Exhibit "B") remains in effect for all work requirements issued by the City during the Agreement term or until the exhaustion of the Agreement funding limit, whichever occurs first. The City does not guaranty a minimum dollar value of work.

### 3. AGREEMENT TERM

- A. **Term.** The work under this Agreement shall commence by March 1, 2020 and shall be completed by June 30, 2022 unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that shall survive the termination or completion of this Agreement. Consultant shall perform Change Order services as set out in Section 1.B, "Amendment of Services (Change Orders)", in a timely manner or in accordance with the agreed upon Change Order Project Schedule.
- B. **Timely Work.** Consultant shall perform all Services in a timely fashion, as set forth more specifically in Section 3.A, "Term", and Section 3.C, "Project Schedule", of this Agreement. Failure to perform is hereby deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.
- C. **Project Schedule.** Services shall be completed by Consultant in accordance with the Project Schedule attached hereto as Exhibit "C". The parties may, from time to time, by

Change Order, alter the Project Schedule. Consultant shall provide the Services pursuant to the Project Schedule or any applicable Project Schedule Change Order. If at any time Consultant discovers that the Project Schedule cannot be met, Consultant shall promptly notify the City in writing and provide a revised Project Schedule for review and consideration by City.

- D. **Notice to Proceed.** Upon execution of this Agreement by both parties and the receipt of all documentation required by this Agreement to be provided by Consultant to the City, the City shall issue a written Notice to Proceed to the Consultant. The City may, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the Services authorized and complete those Services within the agreed time specified in said notice. Consultant shall not proceed with any of the Services unless they have received a Notice to Proceed from the City.

#### 4. CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS

- A. **Listed Employees and Subconsultants.** Consultant shall perform the Services using the individuals listed in the Key Employees and Subconsultants List attached hereto in Exhibit "A".
- B. **Substitution of Employees or Subconsultants:**
- i. Consultant shall not substitute any key employee or subconsultant listed in Exhibit "A" without the prior written approval of the City, and such approval shall not be unreasonably withheld. The City shall not approve removal or substitution of employees or subconsultants for the reason that Consultant or its affiliates has called on such individuals to perform services for another client of the Consultant.
  - ii. If, at any time, the City reasonably objects to the performance, experience, qualifications or suitability of any of Consultant's employees or subconsultants, then Consultant shall, on written request from the City, replace such employee or subconsultant. Consultant shall, subject to scheduling and staffing considerations, make reasonable efforts to replace the individual with an individual of similar competency and experience.
  - iii. Regardless of whether or not the City consents to, or requests a substitution of any employee or subconsultant of Consultant, the City shall not be liable to pay additional compensation to Consultant for any replacement or substitution.
- C. **Sub-agreements with Subconsultants.** Consultant shall incorporate the terms and conditions of this Agreement into all sub-agreements with subconsultants in respect of the Services necessary to preserve all rights of the City under this Agreement. Consultant shall be fully responsible to the City of all acts and omissions of subconsultants and of persons employed by any subconsultant.
- D. **Not an Agent of the City.** Nothing in this Agreement shall be interpreted so as to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would

result in anyone working for or subcontracted by Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.

**E. Independent Contractor:**

- i. Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City shall not control or direct the details, means, methods or processes by which Consultant performs the Services. Consultant is responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for herein. Consultant shall be solely liable for the work quality and conditions of any partners, employees and subconsultants.
- ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant shall not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Consultant shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Consultant's performance of Services under this Agreement. In connection therewith, Consultant shall defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Consultant's failure to pay such taxes.

**5. REPRESENTATIVES AND COMMUNICATIONS**

- A. **City's Project Representative.** The City appoints the individual named below as the City's Project Representative for the purposes of this Agreement ("City's Project Representative"). The City may unilaterally change its project representative upon notice to Consultant.

Name: Agnes Martelet  
Title: Environmental Compliance Manager  
Address: Public Works Department, PO Box CC  
Carmel-by-the-Sea, CA 93921  
Telephone: (831) 620-2078  
Email: [amartelet@ci.carmel.ca.us](mailto:amartelet@ci.carmel.ca.us)

- B. **Consultant's Project Manager.** Consultant appoints the person named below as its Project Manager for the purposes of this Agreement ("Consultant's Project Manager").

Name: Daryl Lauer  
Title: Collections Superintendent  
Address: Carmel Area Wastewater District  
P.O. Box 221428, Carmel, CA 93922  
Telephone: (831) 624-1249 x283



Email: [lauer@cawd.org](mailto:lauer@cawd.org)

- C. **Meet and Confer**. Consultant agrees to meet and confer with the City's Project Representative, its agents or employees with regard to Services as set forth herein as may be required by the City to insure timely and adequate performance of this Agreement.
- D. **Communications and Notices**. All communications between the City and Consultant regarding this Agreement, including performance of Services, shall be between the City's Project Representative and Consultant's Project Manager. Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing and shall be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

## 6. **INDEMNIFICATION**

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, Court costs, reasonable attorneys' fees as may be determined by the Court, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant, any subconsultant or subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the active negligence or willful misconduct of such Indemnitee.

Notwithstanding the provisions of the above paragraph, Consultant agrees to indemnify and hold harmless the City from and against all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging to Consultant or Consultant's employees, subconsultants, representatives, patrons, guests or invitees.

Consultant further agrees to indemnify the City for damage to or loss of City property to the proportionate extent they arise out of Consultant's negligent performance of the work associated with this Agreement or to the proportionate extent they arise out of any negligent act or omission of Consultant or any of Consultant's employees, agents, subconsultants, representatives, patrons, guests or invitees; excepting such damage or loss arising out of the negligence of the City.

## 7. **INSURANCE**

Consultant shall submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant shall maintain in effect

throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- A. Commercial General Liability Insurance including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- B. Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Consultant will either maintain or cause to be maintained professional liability coverage in full force or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following the City's acceptance of the work.
- C. Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing Services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.
- D. Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant shall maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.
- E. Other Insurance Requirements:
  - i. All insurance required under this Agreement must be written by an insurance company either:
    - 1. admitted to do business in California with a current A.M. Best rating of no less than A:VI;
    - or
    - 2. an insurance company with a current A.M. Best rating of no less than A:VII. Exception may be made for the State Compensation Insurance Fund when not specifically rated.
  - ii. Each insurance policy required by this Agreement shall not be canceled, except with prior written notice to the City.
  - iii. The general liability and auto policies shall:
    - 1. Provide an endorsement naming the City of Carmel-by-the-Sea, its officers, officials, employees, and volunteers as additional insureds. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).
    - 2. Provide that such Consultant's insurance is primary as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Carmel-by-the-Sea shall be excess to the Consultant's insurance and shall not contribute with it.

3. Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.
  4. Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.
- iv. Prior to the start of work under this Agreement, Consultant shall file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City. Consultant shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.
  - v. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. All coverage available to the Consultant as named insured shall also be available and applicable to the additional insured. Notwithstanding the insurance requirements contained herein, Consultant is financially liable for its indemnity obligations under this Agreement.
  - vi. All policies shall be written on a first dollar coverage basis or contain a deductible provision. Any deductibles or self-insured retentions ("SIR") must be declared to and approved by the City. At the option of the City, either: the insured shall reduce or eliminate such deductibles or SIR as respects the City, its officers, officials, employees and volunteers; or Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. In no event shall any SIR or insurance policy contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured, or by any means including other insurance, or which is intended to defeat the intent or protection of an additional insured.
  - vii. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
  - viii. Consultant shall require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements stated herein.

## **8. PERFORMANCE STANDARDS**

- A. Consultant warrants that Consultant and Consultant's agents, employees, and subconsultants performing Services under this Agreement are specially trained, experienced, and competent and have the degree of specialized expertise contemplated within California Government Code Section 37103, and further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.
- B. Consultant, its agents, employees, and subconsultants shall perform all Services in a safe and skillful manner consistent with the highest standards of care, diligence and skill

ordinarily exercised by professional consultants in similar fields in accordance with sound professional practices. All work product of Consultant shall comply with all applicable laws, rules, regulations, ordinances and codes. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. All Services performed under this Agreement that are required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

- C. Consultant shall furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement. Consultant shall not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.
- D. Consultant agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City's Project Representative or his or her designee shall perform evaluation of the work. If the quality of work is not satisfactory, City in its discretion may meet with Consultant to review the quality of work and resolve the matters of concern, and may require Consultant to repeat the work at no additional fee until it is satisfactory.

## 9. CITY INFORMATION AND RESOURCES

- A. **Available Information.** The City shall make available to Consultant all relevant information, plans, maps, reports, specifications, standards and pertinent data which is in the hands of the City and is required by Consultant to perform the Services. Consultant shall be entitled to rely upon the accuracy and completeness of such information and data furnished by the City, except where it is stated otherwise or unreasonable.
- B. **City Resources.** The City acknowledges that Consultant's ability to provide the Services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Consultant. To the extent that the City fails to provide City resources, Consultant shall not be liable for any resulting delay in the Services or failure to meet the Project Schedule, but in no event shall such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor shall Consultant be entitled to extra compensation for same.
- C. **Obligations of Consultant.** No reviews, approvals, or inspections carried out or supplied by the City shall derogate from the duties and obligations of Consultant, and all responsibility related to performance of the Services shall be and remain with Consultant.

## 10. OWNERSHIP AND USE OF MATERIALS

- A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and shall remain the property of the City even though Consultant or

another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, subconsultants, vendors, successors or assignees may have in the Materials.

- B. **No Patent or Copyright Infringement.** Consultant guarantees that in its creation of the Materials produced under this Agreement, no federal or state patent or copyright laws were violated. Consultant agrees that all copyrights, which arise from creation of the work or Services pursuant to this Agreement, shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City. Consultant covenants that it will defend, indemnify and hold City harmless from any claim or legal action brought against the City for alleged infringement of any patent or copyright related to City's use of Materials produced by Consultant and its employees, agents and subconsultants under this Agreement.
- C. **Delivery and Use of the Materials.** All Materials shall be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant shall forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.
- D. **Survival of Ownership and Use Provisions.** It is understood and agreed that the provisions contained in Section 10, Ownership and Use of Materials, shall survive the expiration or earlier termination of this Agreement, and that this Section is severable for such purpose.
- E. **Additional Copies.** If the City requires additional copies of reports, or any other material that Consultant is required to furnish as part of the Services under this Agreement, Consultant shall provide such additional copies, and the City shall compensate Consultant for the actual costs related to the production of such copies by Consultant.

## 11. CONFIDENTIALITY

- A. **No Disclosure.** Consultant shall keep confidential and shall not disclose, publish or release any information, data, or confidential information of the City to any person other than representatives of the City duly designated for that purpose in writing by the City. Consultant shall not use for Consultant's own purposes, or for any purpose other than those of the City, any information, data, or confidential information Consultant may acquire as a result of the performance of the Services under this Agreement. Consultant shall promptly transmit to the City any and all requests for disclosure of any such confidential information or records. The obligations under this Section shall survive the expiration or earlier termination of this Agreement.
- B. **California Public Records Act.** Consultant acknowledges that the City is subject to the California Public Records Act (Government Code Section 6250 et seq.), known as the "PRA", and agrees to any disclosure of information by the City as required by law. Consultant further acknowledges that it may have access to personal information as defined under the PRA, and Consultant shall not use any such personal information for

any purposes other than for the performance of Services under this Agreement without the advance written approval of the City.

All Scopes of Services and related documents received shall be public records, with the exception of those elements, identified by the Consultant as business trade secrets and are plainly marked "Trade Secret", "Confidential" or "Proprietary". If disclosure is required under the PRA or otherwise by law, the City shall not be liable or responsible for the disclosure of any such records and the Consultant shall indemnify, defend, and hold the City harmless for any such disclosure.

## 12. CONFLICT OF INTEREST

Consultant is required to file a Form 700 in compliance with the City's Conflict of Interest Code unless a written determination by the City Administrator is made modifying or eliminating said requirement, or unless otherwise exempted by law.

In addition, Consultant, Consultant's employees, and subconsultants agree as follows:

- A. That they shall conduct their duties related to this Agreement with impartiality, and shall, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring the impartiality of Consultant or its employees into question;
- B. Shall not influence, seek to influence, or otherwise take part in a decision of the City knowing that the decision may further their private interests;
- C. Shall not accept any commission, discount, allowance, payment, gift, or other benefit connected, directly or indirectly, with the performance of Services related to this Agreement, that causes, or would appear to cause, a conflict of interest;
- D. Shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services related to this Agreement, and if such financial interest is acquired during the term of this Agreement, Consultant shall promptly declare it to the City, and;
- E. Shall not, during the term of this Agreement, perform a service for, or provide advice to, any person, firm, or corporation, which gives rise to a conflict of interest between the obligations of Consultant under this Agreement and the obligations of Consultant to such other person, firm or corporation.

## 13. DISPUTE RESOLUTION

- A. **Dispute Resolution Procedures.** The parties shall make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to this Agreement ("Dispute") using the Dispute Resolution Procedures set forth in this Section.
- B. **Negotiations.** First, the City's Project Representative and Consultant's Project Manager shall make reasonable efforts to resolve any Dispute by amicable negotiations and shall provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter shall be promptly referred to the City Administrator or

designee, and the Consultant's Principal, who shall meet and confer, in good faith, to resolve the Dispute to mutual satisfaction of the parties.

- C. **Mediation.** If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days of the date that the matter was referred to the City Administrator pursuant to subsection B above, either party shall, by notice to the other party, submit the Dispute for formal mediation to a mediator selected mutually by the parties from the Monterey Superior Court's Court-Directed Mediator Panel list. The duration of any such mediation shall not exceed 2 hours unless otherwise agreed to by the parties. The cost of the mediation (including fees of mediators) shall be borne equally by the parties, and each party shall bear its own costs of participating in mediation. The mediation shall take place within or in close proximity to the City of Carmel-by-the-Sea.
- D. **Legal Action/Claims.** Consultant may not bring legal action against the City to resolve a Dispute as set forth herein until it has exhausted its administrative remedies as set forth in subsections B and C above. All claims by Consultant against the City for money or damages must comply with the Government Claims Act (California Government Code Sections 810-996.6).

#### 14. TERMINATION OF AGREEMENT

- A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant or any subconsultant defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such termination shall be in writing, shall set forth the effective date of termination, shall not result in any penalty or other charges to the City, and may be issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant, or any subconsultant:
  - i. Fails to perform the required Services within the term and/or in the manner provided under this Agreement;
  - ii. Fails to supply sufficient, properly skilled workers or proper workmanship, products, material, tools and equipment to perform the Services;
  - iii. Fails to observe or comply with all laws, ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, state, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to;
  - iv. Fails to observe or comply with the City's reasonable instructions;
  - v. Breaches the Conflict of Interest provisions of this Agreement; or
  - vi. Otherwise violates any provision of this Agreement.
- B. **Termination for Convenience.** The City may, at its option, terminate this Agreement, in whole or in part, at any time during the Agreement Term for the convenience of the City.

C. **Steps after Termination:**

- i. Upon termination of this Agreement by the City for any reason, the City shall pay Consultant for satisfactorily performed Services and disbursements incurred by Consultant to the date of termination pursuant to this Agreement, less any amounts necessary to compensate the City for damages or costs incurred by the City arising from Consultant's default. Termination will be without prejudice to any other rights or remedies the City may have.
- ii. Upon receipt of written notice of termination of this Agreement by the City for any reason, Consultant shall:
  1. Promptly cease all Services, including Services provided by any subconsultant, unless otherwise directed by the City; and
  2. Deliver to the City all the Materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such Materials are to be delivered to the City in completed form; however, notwithstanding the provisions of Section 10, Ownership and Use of Materials, herein, the City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such Materials.
- iii. In the event this Agreement is terminated by the City for any reason, the City is hereby expressly permitted to assume the projects and Services, and to complete them by any means including, but not limited to, an agreement with another party.

**15. LEGAL ACTION / VENUE**

- A. Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules.
- B. Venue for any such action relating to this Agreement shall be in the Monterey County Superior Court.
- C. If any legal action or proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees as may be determined by the Court, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

**16. MISCELLANEOUS PROVISIONS**

- A. **Non-discrimination**. During the performance of this Agreement, Consultant, and its subconsultants, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sexual orientation, either in Consultant's employment practices or in the furnishing of services to recipients. Consultant further acknowledges that harassment in the workplace is not permitted in any form, and will take all necessary actions to prevent such conduct.



- B. **Acceptance of Services Not a Release.** Acceptance by the City of the Services to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the Services performed.
- C. **Force Majeure.** Either party shall be absolved from its obligation under this Agreement when and to the extent that performance is delayed or prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or Services to be supplied hereunder are reduced or eliminated by any cause, except financial, for reasons beyond its control. Such reasons include, but are not limited to: earthquake, flood, epidemic, fire, explosion, war, civil disorder, act of God or of the public enemy, act of federal, state or local government, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.
- D. **Headings.** The headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.
- E. **Entire Agreement.** This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the terms, conditions, and Services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Change Order of Services". Any Change Order to this Agreement will be effective only if it is in writing signed by both parties hereto and shall prevail over any other provision of this Agreement in the event of inconsistency between them.
- F. **Conflict between Agreement and Exhibits.** In the event of a conflict between a provision in this Agreement and a provision in an Exhibit attached to this Agreement, the provisions in this Agreement shall take precedence.
- G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be signed in counterparts, but all of which together shall constitute one and the same Agreement.
- H. **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that shall take precedence should any difference exist among counterparts of this Agreement.
- I. **Authority.** Any individual executing this Agreement on behalf of the City or Consultant represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- J. **Severability.** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its

applications, the part remains in effect in all valid applications that are severable from the invalid applications.

- K. **Non-exclusive Agreement.** This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.
- L. **Assignment of Interest.** The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.
- M. **Laws.** Consultant agrees that in the performance of this Agreement it will reasonably comply with all applicable federal, state and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Carmel-by-the-Sea.

IN WITNESS WHEREOF, the parties enter into this Agreement hereto on the day and year first above written in Carmel-by-the-Sea, California.

CITY OF CARMEL-BY-THE-SEA

CONSULTANT

\_\_\_\_\_  
City Administrator, or Designee Signature

\_\_\_\_\_  
Consultant Signature

Richard Rerig  
Printed Name

Barbara Buikema  
Printed Name

City Administrator  
Title

General Manager  
Title

Carmel Area Wastewater District  
Consultant Legal Company Name

**ATTEST:**

By: \_\_\_\_\_  
Britt Avrit, MMC, City Clerk

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Bryan Pierik, ESQ., City Attorney

Date: \_\_\_\_\_

Exhibit "A"    Scope of Services  
Exhibit "B"    Fee Schedule  
Exhibit "C"    Project Schedule

RESOLUTION NO. 2020-08

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A CONTRACT WITH THE CITY OF CARMEL-BY-THE-SEA FOR A THREE-YEAR PERIOD TO PROVIDE STORM INTERCEPTOR CLEANING SERVICES

-oOo-

WHEREAS, the City of Carmel-by-the-Sea has engaged the District to clean its catch basins and storm interceptor basins in the past. The City would like to renew its contract with the District for the upcoming year and through June 2023; and

WHEREAS, the staff has demonstrated they have the ability to take on this contract without adversely impacting CAWD service delivery; and

WHEREAS, the contract covers all CAWD costs and allows for staff to respond to a CAWD emergency first, if necessary.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Carmel Area Wastewater District, does hereby authorize the General Manager to enter into a contract with the City of Carmel-by-the-Sea for a three year period to provide storm interceptor cleaning services through June 2023.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on January 30, 2020 by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

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President of the Board

ATTEST:

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Secretary of the Board

# STAFF REPORT



To: Board of Directors  
From: Barbara Buikema, General Manager  
Date: January 30, 2020  
Subject: General Manager Salary Adjustment

## RECOMMENDATION

Staff recommends the Board pass a motion approving the action of the Salary & Benefits Committee to increase the General Manager's compensation package by 4.4% retroactive to July 1, 2019.

## DISCUSSION

In December 2019 the Salary & Benefits Committee agreed to a 4.4% COLA adjustment to the General Manager's salary retroactive to July 1, 2019.

The Bureau of Labor Statistics published October 2018 Consumer Price Index is the same index used for staff.

## FUNDING

There are sufficient funds available in the Administration O&M budget to cover this incentive pay.

# STAFF REPORT



To: Board of Directors  
From: Chris Foley, Maintenance Superintendent  
Date: January 30, 2020  
Subject: Acting General Manager's Report

## RECOMMENDATION

Receive Report- Informational only; no action required.

## DISCUSSION

This report is provided to update the Board on the activities of the Acting General Manager (AGM) from December 23, 2019 to January 7, 2020.

There were multiple critical items that required continued progress. These items included, employee healthcare negotiations, a response to questions from River Watch, review of the draft Coastal Development Permit amended conditions and budget review with management staff.

This opportunity was very challenging for multiple reasons. As the Maintenance Superintendent I provide input and participate in team discussions with other management staff members but as AGM the responsibility changes since I now had to coordinate input from multiple management staff members, compile this input and then share with internal and external stakeholders.

Understanding the connections and the impact of each stakeholder was very educational. An example is a more in-depth understanding of the cost sharing between CAWD and its partnership with PBCSD (Pebble Beach Community Services District). I had to review the capital budgets with CAWD staff and then calculate the PBCSD share. This information is then shared with PBCSD.

The most obvious difference is that the AGM has much more external communication. This includes consultants, attorney's, other agencies and the public. The Maintenance Superintendent's external communication is less frequent, and more vendor focused.

During my tenure as AGM I had to really educate myself on the governance aspects of the district. Many of the challenges the General Manager (GM) encounters are related to policy or permitting. It is critical to understand all of aspects that guide CAWD in its decisions. I had to review permits and policies to ensure that guidelines were followed when making decisions. CAWD's policies are critical because they provide a well thought out and consistent standard when providing guidelines and information to the staff, public and other entities.

CAWD also plays an important role in the community and we should continue to participate in public forums so that CAWD is aware of external factors so that we can anticipate upcoming opportunities and challenges. I was able to complete a presentation for the City of Carmel to share at their climate change group and a presentation for the Monterey County Hazard Mitigation Plan. These were fun projects since I was able to learn more about our role in the community and how climate change is affecting other wastewater agencies.

I enjoyed my time as AGM and liked the variety of challenges. One of the key takeaways is that the General Manager must understand every departmental role and have a strong grasp on the current and future regulatory requirements. This requires a lot of time to research while still completing daily tasks. I felt that my strong interpersonal skills helped me successfully complete my tasks while AGM. If I did not have the required knowledge to complete a task, I was able to discuss with our very knowledgeable team and then formulate a solution after I obtained the required information. This showed that it is not only important to be good at your own job but to surround yourself with excellent staff if your goal is continuous improvement.

## **FUNDING**

N/A- Informational item only



# Staff Report



TO: Board of Directors

FROM: Domine Barringer, Board Secretary

DATE: January 30, 2020

SUBJECT: Form 700 Statement of Economic Interest FY2019-2020  
Timeline Submission

## RECOMMENDATION

It is recommended that the Board of Directors and all principal officers who are filing Form 700 submit the final documents into the administration office on or before March 13, 2020. The filing deadline for Form 700 into Clerk of the Board for Monterey County is April 1<sup>st</sup>, 2020. Having the submission completed in advance allows time for any corrections that are needed prior to the April 1<sup>st</sup> deadline.

Copies of the prior year Form 700 and the current Form 700 have been provided under separate cover.

# STAFF REPORT



To: Board of Directors

From: Barbara Buikema, General Manager

Date: January 30, 2020

Subject: Special District Association of Monterey County

## RECOMMENDATION

Informational Only – No Action Required

## DISCUSSION

The regular quarterly Special Districts Association Meeting of Monterey County was held January 21, 2020.

Supervisor Chris Lopez, District 3 was the first speaker. Mr. Lopez identified what he felt were key challenges to our community, and specifically to south county.

- Housing – Approved \$9.8M to battle homelessness by building affordable homes and extending that \$9.8M by matching grants from the state
- LAFCO – South County is expanding, both cities and special districts
- Water – His district includes Lake San Antonio and he indicated that major expenditures will be needed to repair and maintain the dam. Estimated \$150M to repair which is the equivalent of \$5-8 per acre cost. If that is passed through to farmers/ranchers, the current land lease cost is \$5/acre so the repairs could double their land costs.
- Roads – There are 980 miles in the south district. It is imperative to maintain the corridors like Paraiso Road and River Road – this keeps trucks off 101
- Budget – In his words, projects are “not great”. Cannabis in District 3 had provided \$29M in revenue in the last year that has enabled community programs such as the Promise Program at Hartnell.

During a question/answer round after his remarks Mr. Lopez indicated that he does not support moving “extra” water out of the Salinas Valley. There is considerable pressure on Agriculture right now and moving water out of the Valley would only exacerbate those pressures.

As regards climate change, Mr. Lopez indicated the County has a Sustainability Committee that has only recently hired a full-time staff – while a slow start, he anticipates ramping up the County’s efforts. As an example, they are examining a Telecommuting Pilot to reduce commuting impacts.

Finally, he spoke about Citygate and the Resource Management Agency (RMA). He voted for the Citygate review because he feels that the RMA needs to be streamlined. Customer service must be better. There is currently a lack of customer focus and little understanding of their direction. Citygate is charged with presenting a deliverable to the Board in three months and completing their review in eight months.

The second speaker was Maria Lara from Streamline, specialists in Local Government webpage compliance. The District plans to present its new website to the Board in February utilizing the Streamline platform.

## **FUNDING**

None