



CARMEL AREA WASTEWATER DISTRICT

Regular Board Meeting

3945 Rio Road, Carmel, CA 93923

January 26, 2023
Thursday
9:00AM



CARMEL AREA WASTEWATER DISTRICT REGULAR BOARD MEETING MINUTES

Thursday, 9:00 a.m., December 8, 2022

Via Teleconference Webinar & In Person with Proof of Vaccination

CALL TO ORDER - ROLL CALL - The meeting was called to order at 8:57 a.m.

Present: Directors: Greg D'Ambrosio, Mike Rachel, Robert Siegfried, Kevan Urquhart and President Ken White

Absent: None

A quorum was present.

Others: Barbara Buikema, General Manager, Carmel Area Wastewater District (CAWD or District)
Rachél Lather, Principal Engineer, CAWD
Patrick Treanor, Plant Engineer, CAWD
Ed Waggoner, Plant Superintendent, CAWD
Chris Foley, Maintenance Superintendent, CAWD
Dan Deeth, Plant Purchaser/Asset Coordinator, CAWD
Daryl Lauer, Superintendent of Collections, CAWD
Seth Steele-Freitas, Collections Worker I, CAWD
Domine Barringer, Board Secretary, CAWD
Kristina Pacheco, Board Secretary Pro Tem, CAWD
Robert Wellington, Wellington Law Offices, CAWD Legal Counsel
Jeffrey Froke, Director of the Board Pebble Beach Community Services District (PBCSD)
Mike Niccum, General Manager, PBCSD
Nick Becker, Deputy General Manager, PBCSD

Public attendees:

David Scopp	Gail Dryden	Igor Gandzjuk
Ilana Entin	Keith	Laura Dost
Steve Thomas	Jim Burnis	Frank Dost
Michael Lang	Nick Panofsky	Nicholas De Luca
Charles Keller	Troy Lawson	Laura Armev

1. Appearances/Public Comments: No public comments

2. Agenda Changes: (Posted agenda refers to original agenda posted on website)

- Posted Agenda item No. 6, the addition of the December 6 Special Board Meeting Minutes
- Posted Agenda item No. 30-Land Use Advisory Committee minutes provided by the David Scopp Email dated 12-7-22
- Posted Agenda item No. 29, the removal of the CAWD audit financial statements for FY 21-22 as the information was not available in time for the meeting and for the Board to make a motion of acceptance.

- 3. Recognition of Director Charlotte Townsend's passing and her 43 years of public service to the Carmel Area Wastewater District.** The Directors paid tribute to the late Charlotte Townsend and shared remembrances of her. The Board also moved to do the following:

Board Action

A motion was made by Director D'Ambrosio and seconded by Director Rachel to create two plaques for the entrance to the Boardroom in honor of Charlotte Townsend and her father, Frank Townsend, and their service as Directors for Carmel Area Wastewater District and to name and dedicate the boardroom in their honor as the "Townsend Boardroom." After a Roll Call vote, the Board unanimously approved the motion and the naming of the Boardroom.

- 4. Employee Recognition:** Daryl Lauer, Collections Superintendent, congratulated Seth Steele-Freitas on passing the California Water Environment Association (CWEA) Collections System Maintenance Grade I test and becoming a Collection Worker I for the District.

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

Consists of routine items for which Board approval can be taken with a single motion and vote.

Board Action

After extensive discussion, a motion to receive and approve the consent agenda was made by Director Siegfried and seconded by Director Rachel. After a Roll Call vote, the Board unanimously received and approved the following Consent Calendar/Agenda items:

- 5.** Regular Board Meeting Minutes of September 29, 2022, Special Board Meeting Minutes of November 7, 2022, Pension Committee Meeting Minutes of November 17, 2022, Salary & Benefits Committee Meeting Minutes of December 1, 2022, and Special Board Meeting Minutes of December 6, 2022
- 6.** Bank Statement Review by Hayashi & Wayland for September and Review by CliftonLarsonAllen LLP for October
- 7.** Schedule of Cash Receipts & Disbursements for September and October
- 8.** Register of Disbursements – Carmel Area Wastewater District for September and October
- 9.** Register of Disbursements – CAWD/PBCSD Reclamation Project for September October
- 10.** Financial Statements and Supplementary Schedules for September and October
- 11.** Collection System Superintendent's Report – October, September & August 2022
- 12.** Safety and Regulatory Compliance Report for September and October
- 13.** Treatment Facility Operations Report – October, September & August 2022
- 14.** Laboratory/Environmental Compliance Report for September and October
- 15.** Capital Projects Report/Implementation Plan
- 16.** Project Summaries – Capital & Non-Capital

17. Plant Operations Report for September and October
18. Maintenance Projects Report for September and October
19. District Engineer's Report for September and October

ACTION ITEMS BEFORE 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, Vote and Action.

RESOLUTIONS

20. **Resolution No. 2022-64;** Report by Ed Waggoner

Board Action

After brief discussion, a motion to approve the resolution was made by Director Siegfried and seconded by Director D'Ambrosio. Following a Roll Call vote, the Board unanimously passed Resolution 2022-64, accepting the bid for biosolids hauling and disposal for three years and awarding the contract to Synagro West, LLC at a rate of \$89.77/ton with the average amount being estimated at 1,350 tons for a cost of \$121,189.50.

21. **Resolution No. 2022-65;** Report by Domine Barringer

Board Action

A motion to nominate Ken White as President was made by Director Siegfried and seconded by Director Rachel and President White made a motion with Director Rachel making a second to nominate Robert Siegfried as President Pro Tem. Following a Roll Call vote, the Board unanimously passed Resolution 2022-65, selecting Ken White as the President and Robert Siegfried as the President Pro Tem, and naming Domine Barringer as Secretary of the Board and Kristina Pacheco as Secretary Pro Tem.

22. **Resolution No. 2022-66;** Report by Barbara Buikema

Board Action

A motion to approve the resolution was made by Director Siegfried and seconded by Director Urquhart. Following a Roll Call vote, the Board unanimously passed Resolution 2022-66, adopting the CAWD/PBCSD Reclamation Project Audit for the years ending June 30, 2022, and 2021.

23. **Resolution No. 2022-67;** Report by Barbara Buikema

Board Action

A motion to approve the resolution was made by Director Rachel and seconded by Director Urquhart. Following a Roll Call vote, the Board unanimously passed Resolution 2022-67, ratifying the Salary and Benefits Committee recommendation for the District to accept a 2.5% increase of the full 5% increase and District employees accepting the remaining 2.5% increase for health insurance rates effective January 1, 2023.

COMMUNICATIONS

24. General Manager Report – No oral report was given

OTHER ITEMS BEFORE THE BOARD

25. 2023 Committee Assignments, PBCSD Regular Board Meeting Attendance, and Conference Schedule – *Report by Domine Barringer*

Board Action

The Board did not act on this item, it will be moved to the next regular Board meeting on January 26, 2022

26. Ad Hoc Committees Creation – *Report by Barbara Buikema*

Board Action

The Board accepted the creation of the Codification Project Ad Hoc Committee and the Ejector Pump Policy Ad Hoc Committee and assigned Director Siegfried and Director Urquhart to the Codification Project Ad Hoc Committee and Director Rachel and Director Urquhart to the Ejector Pump Policy Ad Hoc Committee.

27. Notify Affected Carmel Woods' Neighborhood about and Take Steps to Remove Sewer Lines Without Maintenance Access from District Maps – *Report by Daryl Lauer*

Board Action

Director Siegfried made a motion and Director D'Ambrosio seconded to direct the Ejector Pump Policy Ad Hoc Committee to address retrofitting the sewer lines with manholes and rehabilitating or replacing the existing sewer lines in the subject area of Carmel Woods and to develop a District wide policy regarding aged/replacement worthy lines for future occurrences to include any easements needed. After a roll call vote, the motion was accepted unanimously.

28. Requesting a Motion to Accept the Carmel Area Wastewater District June 30, 2022 Financial Audit– *Report by Barbara Buikema*

Board Action

The Board did not act on this item, it will be moved to the next regular Board meeting on January 26, 2022

INFORMATION/DISCUSSION ITEMS

29. Proposed Carmel Meadows Sewer Replacement Project #19-03 – Ribera Road comments

This report is for information only and no action was taken.

30. Summary of the Monterey County Treasurer Report dated September 30, 2022
Report by Barbara Buikema

Board Action

Director Siegfried made a motion and President White seconded to accept the September 30, 2022, Monterey County Treasurer Report. After a roll call vote, the motion was accepted unanimously.

31. Surplus Property & Disposition – *Report by Dan Deeth*

Plant Purchaser/Asset Coordinator Dan Deeth explained the sale of surplus property owned by the District. The report is for information only and no action was taken.

32. October & November Construction Updates of Project #18-01 Electrical/Mechanical Rehab and Sludge Holding Tank Replacement – *Report by Patrick Treanor*
This report is for information only and no action was taken.

33. September 30, 2022 & October 28, 2022, PBCSD Board Meeting Summaries
Report by Barbara Buikema
This report is for information only and no action was taken.

34. November 15, 2022, Reclamation Management Committee Meeting Summary
Report by Barbara Buikema
This report is for information only and no action was taken.

35. November 17, 2022, Pension Committee Meeting Summary – *Report by Barbara Buikema*

Board Action

Director Urquhart made a motion and Director Rachel seconded to accept the 2022 3rd Quarter Pension Report. After a roll call vote, the motion was accepted unanimously.

36. Announcements on subjects of interest to the Board made by members of the Board or Staff

- The Board had brief discussion of the handout that Director Siegfried provided for the packet: CSA News article, *From Sewage Sludge to Biosolids: Building the Case for Waste*
- Director Siegfried is scheduled to attend the December 9, 2022, PBCSD Regular Board meeting and President White is scheduled to attend the January 27, 2023, meeting.
- President White is scheduled to attend the January 17, 2023, meeting of the Special Districts Association (SDA) of Monterey County meeting and Director D'Ambrosio is scheduled to attend the April 18, 2023, meeting.

- President White is scheduled to attend the Reclamation Management Committee meeting on February 7, 2023.

37. 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.*

Prior to the closed session, District Counsel advised that relative to the closed session item of “potential for significant litigation” is based on existing tracks and circumstances which include comments made at the September 29, 2022, regular board meeting by several of the residents of the proposed Pescadero Sewer Replacement Project and a letter from Mr. Ryan (a Pescadero Road resident) dated September 22, 2022, indicating the very strong possibility of litigation.

The Board adjourned and convened to closed session at 10:42 a.m. The Board came out of closed session at 11:14 a.m. and Legal Counsel reported that during the closed session the Board took up both items as listed on the agenda for closed session. With regard to the performance evaluation matter, information was received and discussed, and no reportable action was taken. With regard to the matter of potential for significant litigation, that matter was also discussed by the Board, no directions were given, and no reportable action was taken. The Board came back into open session at 11:14 a.m. and left the boardroom to attend the planned Pescadero Road tour.

38. An onsite tour of the area of the proposed Pescadero Sewer Relocation Project and the existing easement was given by staff. At approximately 12:50 p.m. the Board, staff and members of the public came back into the boardroom for Open Session and discussion after the tour. Open session was called at 12:57 p.m.

After the tour concluded several members of the public spoke to the board regarding the proposed Pescadero Sewer Relocation Project. At 1:12 p.m. the open session was closed, and no further discussion occurred.

39. ADJOURNMENT

There being no further business to come before the Board, the President adjourned the meeting at 1:13 p.m. The next Regular Meeting will be held at 9:00 a.m., Thursday, January 26, 2023, or an alternate acceptable date, in-person and via teleconference webinar.

As Reported To:

Domine Barringer, Secretary to the Board

APPROVED:

Ken White, President



CARMEL AREA WASTEWATER DISTRICT
SALARY & BENEFITS COMMITTEE MEETING

In-person & Zoom teleconference

Meeting Minutes

Tuesday, December 6, 2022, 9:30 a.m.

CALL TO ORDER - ROLL CALL:

The meeting was called to order at 9:58 a.m.

Present: President Ken White, Committee member
Director Michael Rachel, Committee member
Barbara Buikema, General Manager

Others:

Absent: None

- 1. Appearances/Public Comments:** *Anyone wishing to address the Committee on a matter not appearing on the agenda may do so now. Public comment shall be limited to 3 minutes per person per topic. No action shall be taken on any item not appearing on the agenda.*
- 2. Agenda Changes:** Any requests to move an item on the agenda will be considered at this time.
- 3. INFORMATION/DISCUSSION ITEMS**

Closed Session: Salaries

The Committee reviewed the items on the Agenda and no reportable action was taken.

- 4. ADJOURNMENT:** *There being no further business to come before the Committee, the meeting concluded at 11:40 a.m. The next regular Board meeting will be held at 9:00 a.m., Thursday, January 26, 2023, or an alternate acceptable date, in-person and teleconference webinar. The teleconference webinar is hosted through Zoom and you may receive access by visiting our website homepage, www.cawd.org, calling the District office at 831-624-1248 or via email at downstream@cawd.org.*

As Reported To:

Barbara Buikema, General Manager

APPROVED:

Ken White, President



CliftonLarsonAllen LLP
26515 Carmel Rancho Blvd, Suite 100
Carmel, CA 93923

phone 831-624-5333 fax 831-626-9113
CLAconnect.com

INDEPENDENT ACCOUNTANTS' REPORT

December 22, 2022

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 2022. 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 reconciliations for the Monterey County checking account, the Chase Bank O&M account and the Chase Bank payroll 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 significant 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 significant 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.

A handwritten signature in blue ink, appearing to read 'Robert Lee', is written over the printed name.

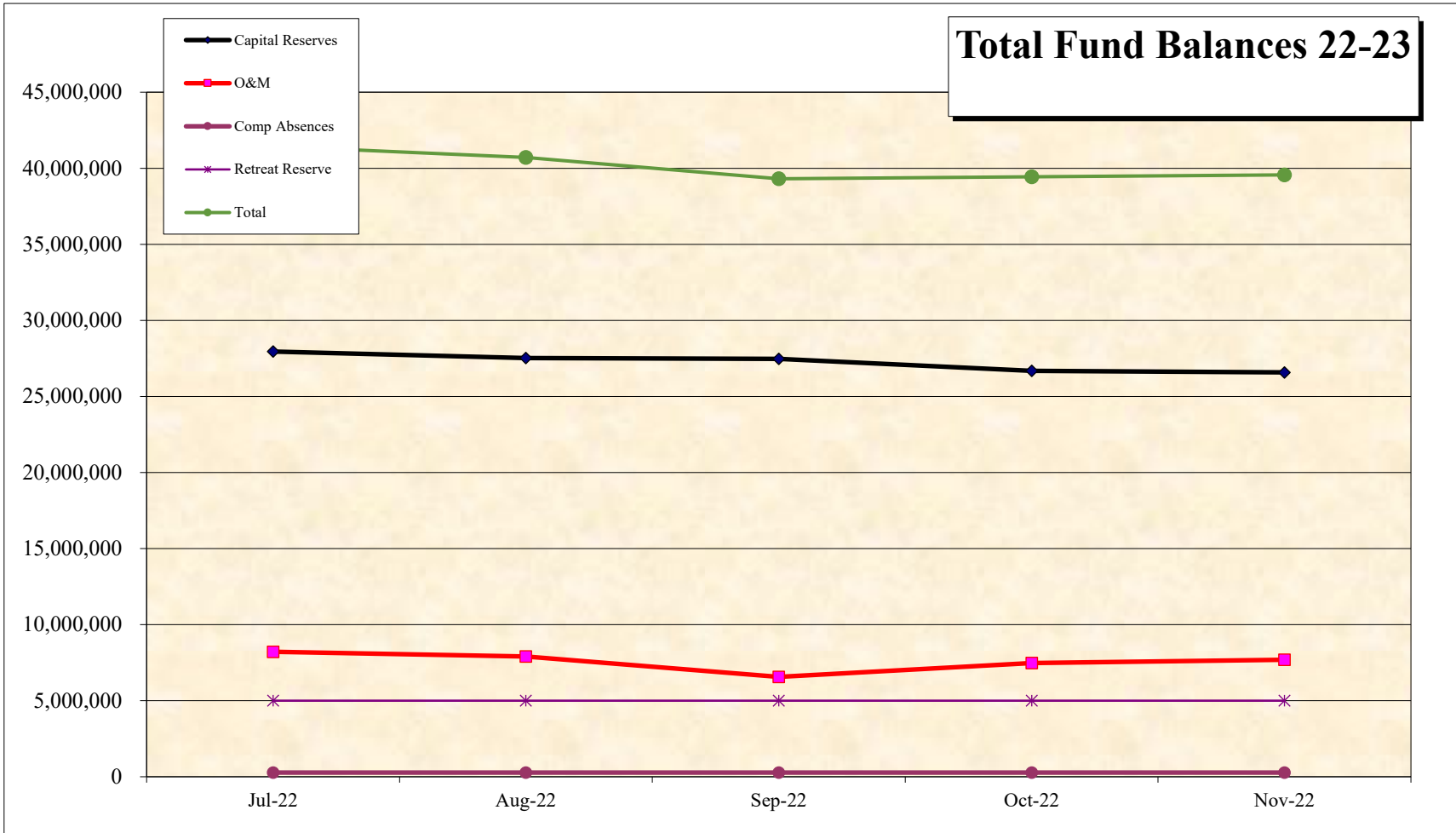
Robert Lee, CPA
Principal
CliftonLarsonAllen LLP

Cc: Mr. Ken White, President

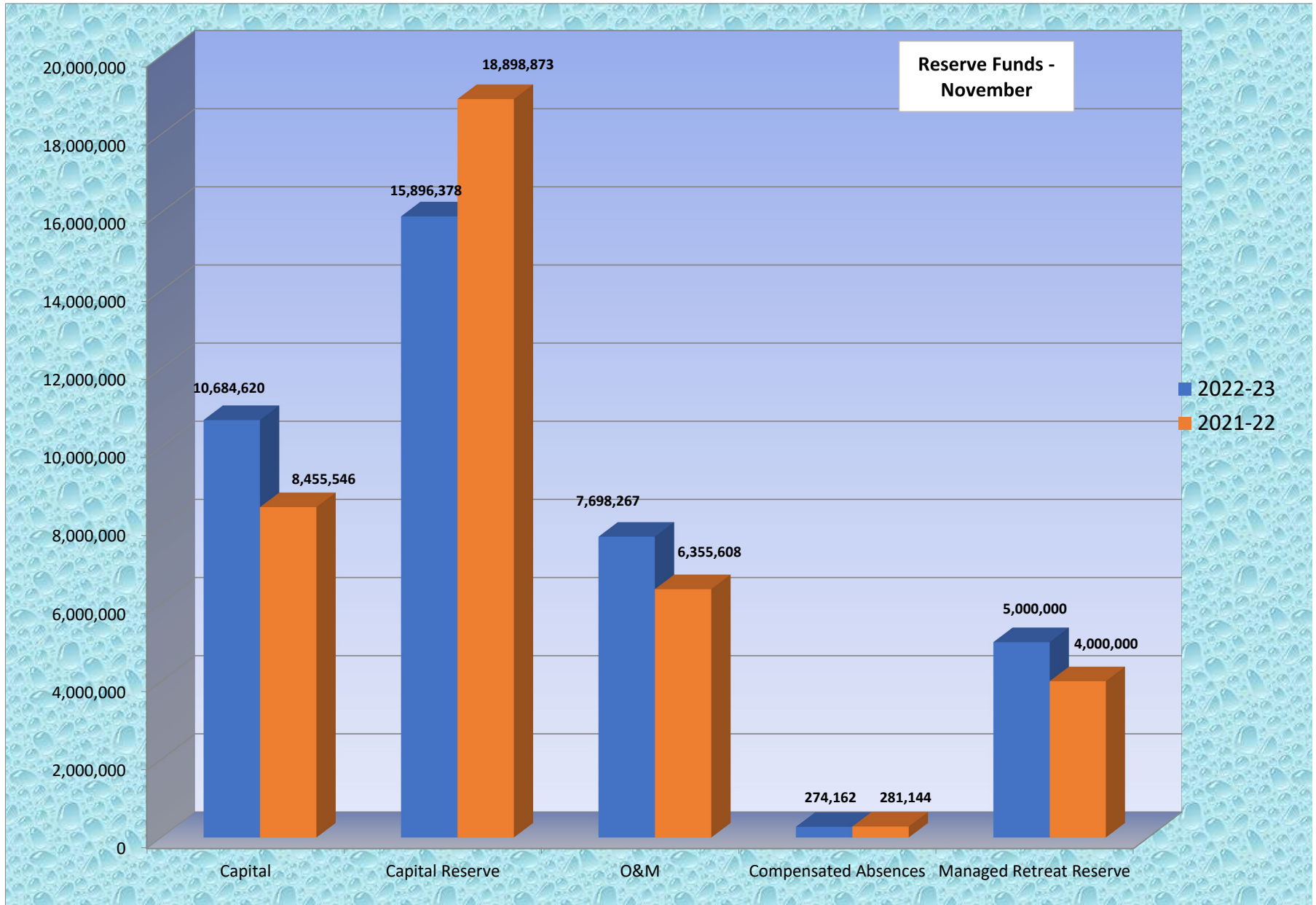
CLA December 2022 Placeholder

Carmel Area Wastewater District
Schedule of Cash Receipts and Disbursements - NOVEMBER 2022

	Capital Fund	Capital Improvement Reserve	General O & M Fund	Compensated Accruals Reserve	Defend or Managed Retreat Reserve	COUNTY Total Fund Balance	Chase Bank O & M Balance	Chase Bank PR Balance	L.A.I.F. Balance
BALANCE BEGINNING OF MONTH	\$10,886,859	\$15,787,404	\$7,483,402	\$274,162	\$5,000,000	\$39,431,827	\$841,730	\$7,269	\$1,204,556
Receipts:									
User Fees			12,626						
Property Taxes		108,974							
PBCSD Treatment Fees							119,575		
Reclamation O & M reimbursement									
Reclamation capital billing									
Permits							3,740		
PBCSD capital billing									
Other misc. revenue							4,178		
Interest income									
Connection Fees									
CCLEAN receipts							59,370		
CRFree Project grant funds									
GovDeals sale of RV, vehicle and spare parts									
Carmel Valley Manor inspection deposit									
Void checks-replace lost checks							2,000		
Total Receipts	0	108,974	12,626	0	0	121,600	188,863	0	0
Fund Transfers:									
Transfers to Chase Bank O&M									
Transfers to Chase Bank PR							(350,000)	350,000	
Transfer to Defend or Managed Retreat Fund									
Intra-fund transfers for capital expenditures	(202,239)		202,239						
Rebalance Capital and O&M Reserves									
Total Transfers	(202,239)	0	202,239	0	0	0	(350,000)	350,000	0
Disbursements:									
Operations and capital							363,179		
Payroll & payroll taxes								235,716	
Employee Dental reimbursements							3,117		
CALPERS EFT							32,604		
CAWD SAM pension EFT							0		
CAWD pension loans EFT							587		
Home Depot EFT							1,749		
US Bank EFT							10,557		
Deferred comp contributions EFT							11,980	0	
PEHP contributions EFT							3,313	0	
Bank/ADP fees							0	852	
Highlands Bond Debt Service Payment									
Annual County admin billing fee									
Greely Hansen deposit lost check									
HCM Unlocked EFT							2,250		
Total Disbursements	0	0	0	0	0	0	429,337	236,567	0
BALANCE END OF MONTH	10,684,620	15,896,378	7,698,267	274,162	5,000,000	39,553,427	251,256	120,701	1,204,556

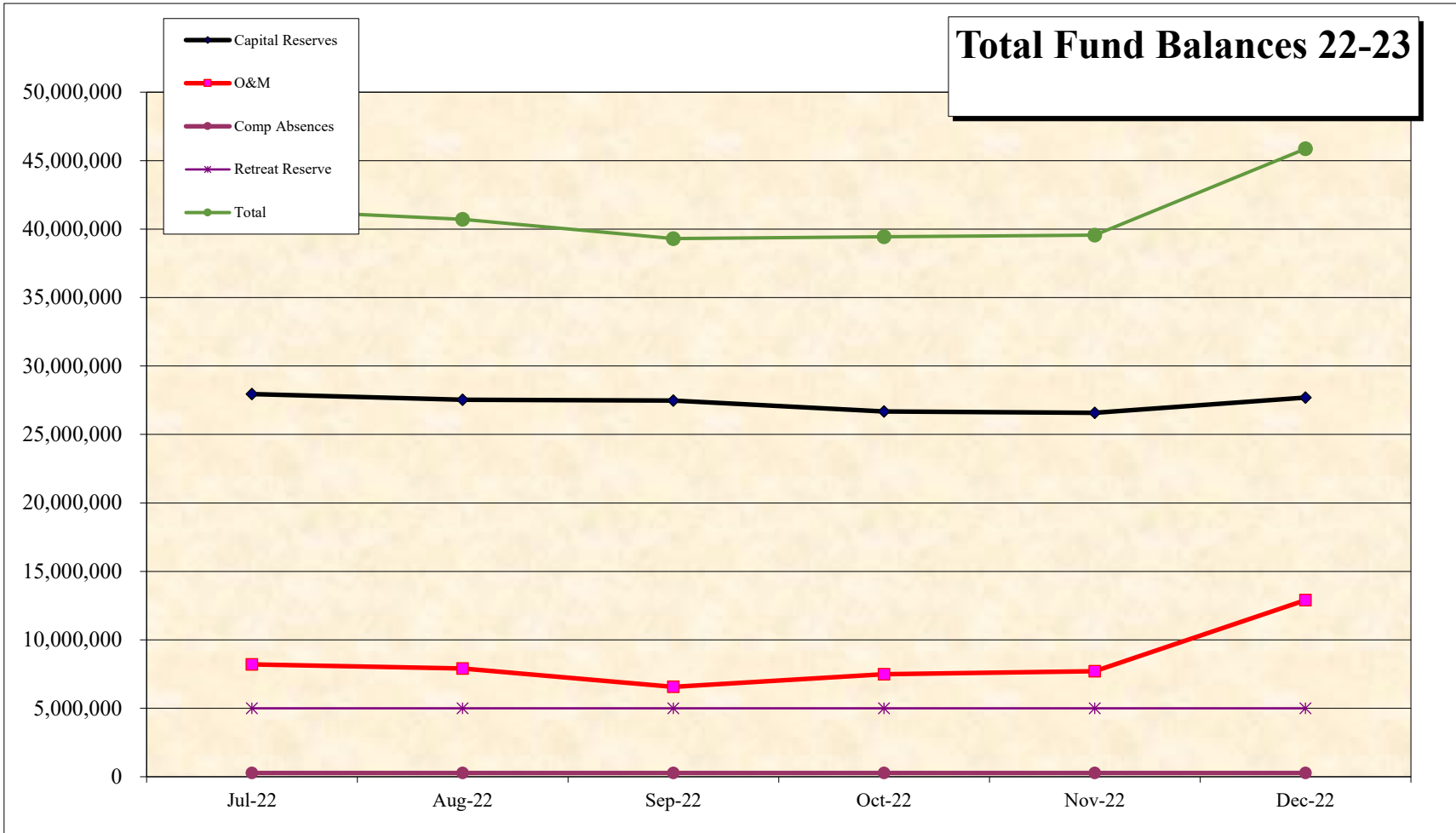


Capital Reserve + O&M + O&M Reserve + Compensated Absences Reserve = Total Fund held in County

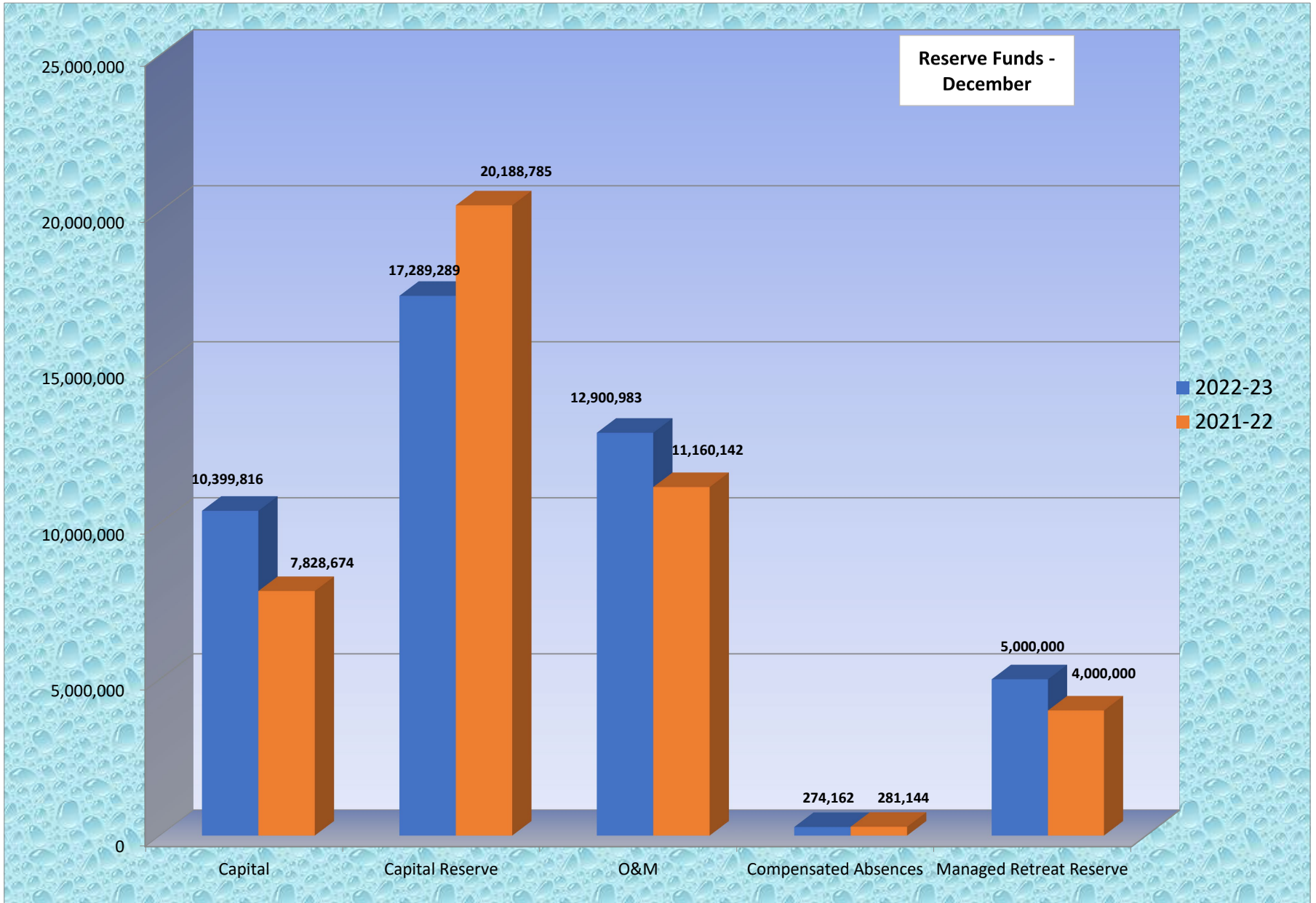


Carmel Area Wastewater District
Schedule of Cash Receipts and Disbursements - DECEMBER 2022

	Capital Fund	Capital Improvement Reserve	General O & M Fund	Compensated Accruals Reserve	Defend or Managed Retreat Reserve	COUNTY Total Fund Balance	Chase Bank O & M Balance	Chase Bank PR Balance	L.A.I.F. Balance
BALANCE BEGINNING OF MONTH	\$10,684,620	\$15,896,378	\$7,698,267	\$274,162	\$5,000,000	\$39,553,427	\$251,256	\$120,701	\$1,204,556
Receipts:									
User Fees			6,117,912						
Property Taxes		1,392,910							
PBCSD Treatment Fees							115,000		
Reclamation O & M reimbursement							73,387		
Reclamation capital billing									
Permits							4,720		
PBCSD capital billing									
Other misc. revenue							11,660		
Interest income									
Connection Fees							8,273		
CCLEAN receipts							17,567		
Worker's comp check							4,661		
GovDeals sale of spare parts							732		
Greeley and Hansen return duplicate check							64,211		
Void checks-replace lost checks									
Total Receipts	0	1,392,910	6,117,912	0	0	7,510,823	300,210	0	0
Fund Transfers:									
Transfers to Chase Bank O&M	(284,804)		(915,196)				1,200,000		
Transfers to Chase Bank PR							(240,000)	240,000	
Transfer to Defend or Managed Retreat Fund									
Intra-fund transfers for capital expenditures									
Rebalance Capital and O&M Reserves									
Total Transfers	(284,804)	0	(915,196)	0	0	(1,200,000)	960,000	240,000	0
Disbursements:									
Operations and capital							983,299		
Payroll & payroll taxes								236,140	
Employee Dental reimbursements							3,279		
CALPERS EFT							32,832		
CAWD SAM pension EFT							0		
CAWD pension loans EFT							0		
Home Depot EFT							415		
US Bank EFT							2,540		
Deferred comp contributions EFT							11,980	0	
PEHP contributions EFT							4,129	0	
Bank/ADP fees							0	929	
Highlands Bond Debt Service Payment									
Annual County admin billing fee									
Greeley Hansen deposit lost check									
HCM Unlocked EFT									
Total Disbursements	0	0	0	0	0	0	1,038,474	237,069	0
BALANCE END OF MONTH	10,399,816	17,289,289	12,900,983	274,162	5,000,000	45,864,250	472,993	123,632	1,204,556



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



Carmel Area Wastewater District
Disbursements
Nov-22

Date	Check	Vendor	Description	Amount
11/01/22	3675	Acme Analytical Solutions	Acetic acid, potassium iodate solution, phenylarsine oxide, acetate buffer solution and iodine solution	877.89
11/01/22	3676	Amazon Capital Services	Business card holder	37.05
11/01/22	3677	American Fidelity Assurance	Employee insurance premiums	586.16
11/01/22	3678	AT&T Mobility	SCADA text modem	60.15
11/01/22	3679	AT&T CALNET 3	Admin alarm	33.22
11/01/22	3680	AT&T	IP card and Plant fiber router	718.97
11/01/22	3681	Carmel Print & Copy	A/P window envelopes	611.37
11/01/22	3682	Culligan Water Conditioning	C&I exchange service for the lab	17.35
11/01/22	3683	Direct TV	Monthly service	93.99
11/01/22	3684	DKF Solutions Group	SSMP training	4,500.00
11/01/22	3685	Edges Electrical Group	Electrical supplies	14.54
11/01/22	3686	Edward Waggoner	Dental	451.00
11/01/22	3687	Equitable Financial Life Insurance	Life insurance, long-term and short-term disability premiums	2,578.38
11/01/22	3688	Exceedio	Four new computers and one Windows license	10,658.67
11/01/22	3689	Fastenal Company	Operating supplies	708.30
11/01/22	3690	FGL Environmental	Sample analysis	248.00
11/01/22	3691	First Alarm	Plant alarm quarterly billing	427.65
11/01/22	3692	GLS US	Shipping charges for sample analysis	187.09
11/01/22	3693	Granite Rock Company	Base rock	198.93
11/01/22	3694	Harrington Industrial Plastics	Operating supplies	74.56
11/01/22	3695	John F Bennett, MD	Employee dmv exam	250.00
11/01/22	3696	Monterey Bay Analytical Services	Sample analysis	396.00
11/01/22	3697	Patelco Credit Union	Health savings accounts contributions	6,000.39
11/01/22	3698	Pacific Gas & Electric	Monthly service	1,094.54
11/01/22	3699	Quill LLC	Office supplies	267.91
11/01/22	3700	Rachel Lather	Dental	614.40
11/01/22	3701	Sage Software	Annual renewal of Sage Business Care Gold Plan	2,250.00
11/01/22	3702	Scarborough Lumber (ACE)	Operating supplies	52.85
11/01/22	3703	Trevor Weidner-Holland	Dental	328.00
11/01/22	3704	USA Blue Book	Employee jacket	89.49

Carmel Area Wastewater District
Disbursements
Nov-22

Date	Check	Vendor	Description	Amount
11/01/22	3705	Vision Service Plan	Vision insurance premium	617.40
11/15/22	3706	Amazon Capital Services	Collection supplies	534.23
11/15/22	3707	Andrew Millington	Work boots reimbursement	202.10
11/15/22	3708	Armbruster Goldsmith & Delvac	Legal services regarding service area and real estate	1,182.75
11/15/22	3709	AT&T Mobility	Cell service	671.11
11/15/22	3710	AT&T CALNET 3	Plant fiber line	603.62
11/15/22	3711	Biobot Analytics	Influent sample testing	1,750.00
11/15/22	3712	Bryan Mailey Electric	Electrical services	8,625.00
11/15/22	3713	California American Water	Monthly service	313.61
11/15/22	3714	CAWD\PBSCD Reclamation Project	Reimbursement for tertiary lab PG&E	625.99
11/15/22	3715	Cintas Corporation #63D	Laundry service	1,293.25
11/15/22	3716	Clark Bros., Inc.	Elec/Mech Rehab and Holding Tank Project #18-01 (CAPITAL) , Progress payment #13	159,387.49
11/15/22	3717	Currie Engineers	Elec/Mech Rehab and Holding Tank Project #18-01 (CAPITAL) , September and October	42,851.50
11/15/22	3718	Daniel Deeth	Dental	152.95
11/15/22	3719	Domine Barringer	Vision copays	40.00
11/15/22	3720	Exceedio	Server warranty renewal	237.03
11/15/22	3721	Fastenal Company	Operating supplies	81.82
11/15/22	3722	Ferguson Enterprises	Operating supplies	79.12
11/15/22	3723	First Alarm	Annual admin inspection	36.31
11/15/22	3724	OVERFLOW STUB		0.00
11/15/22	3725	Fisher Scientific	Lab supplies	1,558.55
11/15/22	3726	Gregory Ange	Dental	175.00
11/15/22	3727	Green Infrastructure Design	Web GIS mapping and training	2,960.00
11/15/22	3728	Harrington Industrial Plastics	Operating supplies	654.21
11/15/22	3729	ICON Cloud Solutions	Telephone service	592.85
11/15/22	3730	Kemira Water Solutions	PIX-311 bulk ferric chloride solution	5,272.81
11/15/22	3731	Kevin Young	Dental	397.60
11/15/22	3732	Leak Detection Specialist	Detect leak on the riser	700.00
11/15/22	3733	Liberty Composting	Replace lost check	7,168.62

Carmel Area Wastewater District
Disbursements
Nov-22

Date	Check	Vendor	Description	Amount
11/15/22	3734	MNS Engineers	Yankee Point Project #19-04	322.50
11/15/22	3735	Murphy Austin Attorneys	Legal services-Monterey County option agreement-CRFREE Mitigation Pipeline Undergrounding project #19-21	312.50
11/15/22	3736	Peninsula Welding & Medical Supply	Non-liquid cylinder rent	38.70
11/15/22	3737	Pacific Gas & Electric	Monthly service	30,874.65
11/15/22	3738	Pure Water	Monthly service	113.75
11/15/22	3739	Quill LLC	Plant and admin office supplies	654.12
11/15/22	3740	Rooter King of Mo County	Sewer repairs at Lobos between 2nd & 3rd and Lincoln between 8th & 9th	17,077.00
11/15/22	3741	Seth Steele-Freitas	Dental	998.10
11/15/22	3742	Star Sanitation LLC	Collections portable toilet rental	23.05
11/15/22	3743	Streamline	Website maintenance	400.00
11/15/22	3744	Synagro Technologies	Sludge hauling	6,220.55
11/15/22	3745	Tesco Controls	Annual flowmeters calibration, opti-floats and transducers	17,680.85
11/15/22	3746	Thermo Electron North America	Annual Gallery Discrete Analyzer support	2,988.50
11/15/22	3747	Toro Petroleum	Mobile gear oil	761.42
11/15/22	3748	Town & Country Gardening	Monthly service	700.00
11/15/22	3749	Univar Solutions USA Inc.	Sodium hypochlorite	3,930.04
11/15/22	3750	UpstreamH2O LLC	Annual Platform subscription	2,500.00
11/15/22	3751	Wellington & Rathie	District legal service	5,027.00
11/15/22	3752	WM Corporate Services	Plant rollofs and admin garbage	2,481.42
				366,295.92

Carmel Area Wastewater District
Disbursements
Dec-22

Date	Check	Vendor	Description	Amount
12/05/22	3753	Alan R. Porter	User charge refunds	697.54
12/05/22	3754	Amazon Capital Services	Office and safety supplies	745.98
12/05/22	3755	American Fidelity Assurance	Employee insurance premiums	586.16
12/05/22	3756	AT&T Mobility	SCADA text modem	60.15
12/05/22	3757	AT&T CALNET 3	Admin alarm	35.45
12/05/22	3758	AT&T	Plant fiber router, IP card and voice router	769.96
12/05/22	3759	AutomationDirect, Inc.	Connection cable	61.42
12/05/22	3760	Bartel Associates	GASB 68 reports for the CALPERS plan	1,500.00
12/05/22	3761	Beck's Shoes	Employee work boots	241.44
12/05/22	3762	Bryan Mailey Electric	Plant and admin electrical work	10,428.96
12/05/22	3763	California American Water	Monthly service	2,084.31
12/05/22	3764	Carmel Pine Cone	Legal notice for board opening	208.00
12/05/22	3765	Central Valley Business Forms	Accounts payable check stock	604.19
12/05/22	3766	Charles DayEngel	Dental	124.00
12/05/22	3767	Cintas Corporation #63D	Laundry service	1,246.30
12/05/22	3768	Comcast	Admin internet	250.42
12/05/22	3769	Community Printers	Fall/Winter newsletter printing	1,662.49
12/05/22	3770	Comcast	Pump stations	537.00
12/05/22	3771	Culligan Water Conditioning	C&I exchange service for the lab	17.35
12/05/22	3772	Daryl Lauer	Dental	150.00
12/05/22	3773	Direct TV	Monthly service	93.99
12/05/22	3774	Domine Barringer	Dental	39.00
12/05/22	3775	Equitable Financial Life Insurance	Life insurance, long-term and short-term disability premiums	2,567.33
12/05/22	3776	Fenton & Keller	Ethics training	2,310.00
12/05/22	3777	FGL Environmental	Sample analysis	1,923.00
12/05/22	3778	Frisch Engineering	SCADA engineering	7,800.00
12/05/22	3779	Got.Net	Domain parking	4.20
12/05/22	3780	Grainger	Operating supplies	413.87
12/05/22	3781	Greg D'Ambrosio	Replace lost check	2,000.00
12/05/22	3782	Hach Company	Lab supplies	190.81
12/05/22	3783	ICONIX Waterworks	Operating supplies	4,491.59
12/05/22	3784	Idexx Laboratories	Lab supplies	1,312.79

Carmel Area Wastewater District
Disbursements
Dec-22

Date	Check	Vendor	Description	Amount
12/05/22	3785	Igor Gandzjuk	Ratepayer plumbing bill for backup	420.00
12/05/22	3786	Image Source	Plant copier	75.81
12/05/22	3787	Interstate All Battery Center	Golf cart battery	1,001.48
12/05/22	3788	Kennedy/Jenks Consultants	Elec/Mech Rehab and Holding Tank Project #18-01, Perimeter Fence Project #19-18, Potable Water & Gas Main Replacement Project #22-03 and Vactor Receiving Station Project #22-06 (CAPITAL)	35,246.75
12/05/22	3789	Monterey Bay Analytical Services	Sample analysis	370.00
12/05/22	3790	Monterey Tire Service	Cart tires	155.94
12/05/22	3791	Patelco Credit Union	Health savings accounts contributions	6,000.65
12/05/22	3792	Peninsula Welding & Medical Supply	Non-liquid cylinder rent	38.70
12/05/22	3793	Pacific Gas & Electric	Monthly service	3,779.23
12/05/22	3794	Pradyumna and Ying Amatya	User charge refunds	83.83
12/05/22	3795	Public Agency Coalition Enterprise	Health insurance	35,051.20
12/05/22	3796	Quill LLC	Office supplies	50.84
12/05/22	3797	Raymond DeOcampo	Dental	1,724.00
12/05/22	3798	Scarborough Lumber (ACE)	Operating supplies	152.12
12/05/22	3799	Seth Steele-Freitas	Reimbursement for phone repair	25.00
12/05/22	3800	Siemens Industry	Two hydrorangers and ultrasonic level transducers	6,727.91
12/05/22	3801	SRT Consultants	Carmel Meadows Gravity Sewer Project #19-03 final design and Bay/Scenic Pump Station Rehab. Project #20-07 (CAPITAL)	10,417.20
12/05/22	3802	State Water Resource Control Board	Lab certification fee	262.50
12/05/22	3803	Teledyne Instruments	ISCO 5800 refrigerated sampler	18,885.29
12/05/22	3804	Univar Solutions USA Inc.	Sodium hypochlorite	3,925.76
12/05/22	3805	Universal Staffing	Admin temp service	288.00
12/05/22	3806	Vision Service Plan	Vision insurance premium	617.40
12/05/22	3807	Wilbur-Ellis Company	CAL NIT SOL bulk for Highlands pump station	3,847.32
12/05/22	3808	WorkWell Medical Group	Employee medical checkup	295.00
12/14/22	3809	1099Express.com, Inc.	Annual software license	159.00
12/14/22	3810	Applied Marine Sciences	June final CCLEAN expense reimbursement	77,016.91
12/14/22	3811	Armbruster Goldsmith & Delvac	Legal services regarding service area and real estate	197.12
12/14/22	3812	AT&T Mobility	Cell service	652.39
12/14/22	3813	AT&T CALNET 3	Plant fiber	603.62

Carmel Area Wastewater District
Disbursements
Dec-22

Date	Check	Vendor	Description	Amount
12/14/22	3814	AutomationDirect, Inc.	Operating supplies	618.49
12/14/22	3815	Biobot Analytics	Influent sample testing	1,400.00
12/14/22	3816	California American Water	Monthly service	1,460.53
12/14/22	3817	California Chamber of Commerce	Annual subscription	679.00
12/14/22	3818	Carmel Pine Cone	Legal notice for annexation	112.50
12/14/22	3819	Carmel Print & Copy	New board member name plate	49.41
12/14/22	3820	CAWD\PBSCD Reclamation Project	Reimbursement for tertiary lab PG&E	610.34
12/14/22	3821	Cintas Corporation #63D	Laundry service	414.53
12/14/22	3822	Clark Pest Control	Plant service	293.00
12/14/22	3823	CSRMA	Additional worker's compensation premium post payroll audit	34,500.00
12/14/22	3824	DKF Solutions Group	SSO workbooks for Collections	863.35
12/14/22	3825	Domine Barringer	Dental	170.40
12/14/22	3826	Edges Electrical Group	Electrical supplies for various Plant and admin repairs	8,518.44
12/14/22	3827	Express Sewer & Drain	Rehabilitation of 31 manholes	166,724.00
12/14/22	3828	Ferguson Enterprises	Operating supplies	1,383.78
12/14/22	3829	Grainger	Operating and safety supplies	736.19
12/14/22	3830	Greeley and Hansen	Long term sea level rise planning	79,809.79
12/14/22	3831	Green Infrastructure Design	Web GIS mapping and training	800.00
12/14/22	3832	Harrington Industrial Plastics	Operating supplies	70.24
12/14/22	3833	ICON Cloud Solutions	Telephone service	592.85
12/14/22	3834	ICONIX Waterworks	Operating supplies	2,632.81
12/14/22	3835	Idexx Laboratories	Lab supplies	2,319.14
12/14/22	3836	John F Bennett, MD	Collections dmv exams	250.00
12/14/22	3837	Kevin Young	Dental	97.00
12/14/22	3838	Lemos Service Inc.	Propane	152.13
12/14/22	3839	McMaster-Carr	Operating supplies	24.73
12/14/22	3840	MNS Engineers	Scenic Rd Pipe Bursting Project #20-08, Pescadero Creek Area Pipe Rehab Project #21-05 (CAPITAL) and Yankee Point and Otter Cove sewer expansion	11,407.00
12/14/22	3841	Peak Communications	Fiber cabling services	1,495.10
12/14/22	3842	Pacific Gas & Electric	Monthly service	34,155.69
12/14/22	3843	Pure Water	Monthly service	137.50

Carmel Area Wastewater District
Disbursements
Dec-22

Date	Check	Vendor	Description	Amount
12/14/22	3844	Rockwell Engineering & Equipment	Operating supplies	469.65
12/14/22	3845	Rooter King Monterey County Inc.	Emergency repair on Pescadero Rd.	11,380.00
12/14/22	3846	Secretary of State	Fee to provide a certified copy of the new board member notice	5.00
12/14/22	3847	Star Sanitation LLC	Collections portable toilet rental	23.05
12/14/22	3848	Streamline	Website maintenance	400.00
12/14/22	3849	Synagro Technologies	Sludge hauling	7,089.80
12/14/22	3850	Toro Petroleum	Generator tanks red dye diesel and motor oil	4,410.50
12/14/22	3851	Town & Country Gardening	Plant and admin landscaping	700.00
12/14/22	3852	Trowbridge Enterprises (Palace)	New office furniture for the Plant	3,283.79
12/14/22	3853	Univar Solutions USA Inc.	Sodium hypochlorite	7,853.97
12/14/22	3854	WM Corporate Services	Plant rolloffs and admin garbage	1,531.59
12/15/22	3855	Gavilan/Salinas Crane & Rigging	Crane rental to pull pumps for repair	925.00
12/15/22	3856	Hach Company	Lab supplies	210.63
12/15/22	3857	McMaster-Carr	Low pressure gauge	96.18
12/15/22	3858	Monterey Bay Analytical Services	Sample analysis	460.00
12/15/22	3859	PK Safety Supply	Remote mount sensor	1,492.34
12/27/22	3860	Amazon Capital Services	Operating supplies	838.85
12/27/22	3861	AT&T Mobility	SCADA text modem	60.15
12/27/22	3862	AT&T	Voice routing	50.99
12/27/22	3863	Beth Ingram	October and November HR services	11,375.00
12/27/22	3864	Bryan Mailey Electric	Plant and admin electrical work	10,550.24
12/27/22	3865	California American Water	Monthly service	36.84
12/27/22	3866	Carmel Print & Copy	Employee and director business cards	128.98
12/27/22	3867	Chris Wilson Plumbing & Heating	Repair admin furnace	644.31
12/27/22	3868	Cintas Corporation #63D	Laundry service	766.06
12/27/22	3869	Clark Bros., Inc.	Elec/Mech Rehab and Holding Tank Project #18-01 (CAPITAL), Progress payment #14	167,325.64
12/27/22	3870	Comcast	Admin internet	275.63
12/27/22	3871	Comcast	Pump stations internet	537.00
12/27/22	3872	County of Mo. Sheriffs Office Alarm	Annual permit	31.00
12/27/22	3873	Culligan Water Conditioning	Lab supplies	26.00
12/27/22	3874	Currie Engineers	Elec/Mech Rehab and Holding Tank Project #18-01 (CAPITAL),	21,731.20

Carmel Area Wastewater District
Disbursements
Dec-22

Date	Check	Vendor	Description	Amount
12/27/22	3875	Denise Duffy & Associates	Corona Sewer Extension Project	8,338.20
12/27/22	3876	Eric J. Stoesser TR Estate of	User charge refunds	10,805.20
12/27/22	3877	Fisher Scientific	Lab supplies	530.53
12/27/22	3878	Frisch Engineering	SCADA engineering	3,510.00
12/27/22	3879	Got.Net	Domain parking	4.20
12/27/22	3880	Grainger	APC smart UPS'	732.01
12/27/22	3881	Image Source	Plant copier	84.21
12/27/22	3882	John F Bennett, MD	Employee dmv exam	250.00
12/27/22	3883	Kemira Water Solutions	PIX-311 bulk ferric chloride solution	6,454.00
12/27/22	3884	Kennedy/Jenks Consultants	Elec/Mech Rehab and Holding Tank Project #18-01 (CAPITAL),	8,050.00
12/27/22	3885	Mark & Susan Stillwell	User charge refunds	757.92
12/27/22	3886	MNS Engineers	Scenic Rd Pipe Bursting Project #20-08, Pescadero Creek Area Pipe Rehab Project #21-05 (CAPITAL)	1,416.25
12/27/22	3887	Monterey Bay Engineers	Corona Road Assessment District Easement agreements	3,070.00
12/27/22	3888	Pacific Gas & Electric	October Co-gen charge	358.25
12/27/22	3889	PSTS, Inc.	Elec/Mech Rehab and Holding Tank Project #18-01 (CAPITAL),	2,227.50
12/27/22	3890	Public Agency Coalition Enterprise	Health insurance	36,736.01
12/27/22	3891	Quill LLC	Office supplies	170.96
12/27/22	3892	RJMS Corporation	Forklift and hydraulic lift service	1,059.56
12/27/22	3893	Rooter King of Mo. County	Water line and pavement repair (CAPITAL)	14,095.00
12/27/22	3894	SRT Consultants	Carmel Meadows Gravity Sewer Project #19-03 final design and Bay/Scenic Pump Station Rehab. Project #20-07 (CAPITAL)	5,963.25
12/27/22	3895	TBC Communications & Media	Pescadero Creek Area Pipe Rehab Project #21-05 (CAPITAL)	7,031.25
12/27/22	3896	Trevor Weidner-Holland	Dental	974.40
12/27/22	3897	Univar Solutions USA Inc.	Sodium bisulfate	6,089.86
12/27/22	3898	USA Blue Book	Employee work boots	198.43
12/27/22	3899	Weco Industries	Sewer hose, reel and nozzle	4,329.35
12/27/22	3900	Whitson Janitorial Service	November and December janitorial service	2,925.00
				986,577.34

CAWD/PBCSD Reclamation Project
Disbursements
Nov-22

Date	Check	Vendor	Description	Amount
11/01/22	778	Bryan Mailey Electric	Electrical service	2,100.00
11/01/22	779	Carmel Area Wastewater District	O&M and PG&E reimbursement	64,898.05
11/01/22	780	Fisher Scientific	Lab supplies	1,204.87
11/01/22	781	Monterey Bay Analytical Services	RO panel sample analysis	1,431.00
11/01/22	782	Monterey Peninsula Engineering	Sulfuric Acid Tank Project #18-26 (CAPITAL)	81,675.00
11/01/22	783	Pebble Beach Company	Bond principal and interest, past letter of credit and bond fees and project rep costs	277,257.80
11/01/22	784	Professional Water Technologies	Opticlean-S-45 chemical	4,678.24
11/01/22	785	Tesco Controls	Annual flowmeter calibrations	12,000.00
11/01/22	786	Thatcher Company of California	Citric acid and sulfuric acid	20,528.90
11/01/22	787	Thermo Electron North America	Annual support for Gallery Discrete Analyzer	2,988.50
				468,762.36

CAWD/PBCSD Reclamation Project
Disbursements
Dec-22

Date	Check	Vendor	Description	Amount
12/05/22	788	Brenntag Pacific	Ammonium hydroxide	5,091.65
12/05/22	789	Bryan Mailey Electric	Sulfuric Acid Tank Project #18-26 (CAPITAL)	300.00
12/05/22	790	Cal-Am Water	Potable water purchase	64,045.72
12/05/22	791	Carmel Area Wastewater District	Sodium bisulfate	8,488.53
12/05/22	792	FOSS North America	Lab supplies	1,256.30
12/05/22	793	Frisch Engineering	SCADA Migration Project #21-09 (CAPITAL)	3,052.50
12/05/22	794	Grainger	Sulfuric Acid Tank Project #18-26 (CAPITAL)	983.91
12/05/22	795	H2O Innovation USA	PLC programming support	6,000.00
12/05/22	796	Hach Company	Lab supplies	994.84
12/05/22	797	Harrington Industrial Plastics	Sulfuric Acid Tank Project #18-26 (CAPITAL)	113.72
12/05/22	798	Idexx Laboratories	Lab supplies	1,312.78
12/05/22	799	McMaster-Carr	Sulfuric Acid Tank Project #18-26 (CAPITAL)	68.51
12/05/22	800	Monterey Bay Analytical Services	Sample analysis	26.00
12/05/22	801	Myron L Company	pH sensor repair part	475.38
12/05/22	802	Pebble Beach Company	Bond principal and interest, past letter of credit and bond fees and project rep costs	277,213.28
12/05/22	803	Pebble Beach Community Services District	O&M reimbursement	40,549.42
12/05/22	804	Pacific Gas & Electric	Tertiary and MF/RO billing	35,215.63
12/05/22	805	The Pun Group, LLP	Audit fee progress payment	15,000.00
12/05/22	806	Sherwin Williams	Paint supplies	175.95
12/05/22	807	State Water Resources Control Board	Lab certification fee	262.50
12/05/22	808	Thermo Electron North America	Lab supplies	3,088.12
12/14/22	809	Beecher Engineering	RO pump design	840.00
12/14/22	810	Brenntag Pacific	Ammonium hydroxide	5,158.21
12/14/22	811	Harrington Industrial Plastics	Sulfuric Acid Tank Project #18-26 (CAPITAL)	137.71
12/14/22	812	Idexx Laboratories	Lab supplies	2,319.13
12/14/22	813	Pebble Beach Community Services District	November O&M and capital reimbursement	25,965.03
12/14/22	814	Trussell Technologies Inc.	MF/RO Ops Support Data Review	1,327.50

CAWD/PBCSD Reclamation Project
Disbursements
Dec-22

Date	Check	Vendor	Description	Amount
12/15/22	815	Carmel Area Wastewater District	O&M and PG&E reimbursement	70,067.82
12/15/22	816	Gavilan/Salinas Crane & Rigging	Crane rental to pull pumps for repair	925.00
12/15/22	817	Hach Company	Lab supplies	210.62
12/15/22	818	McMaster-Carr	Pump gauge	191.26
12/15/22	819	Monterey Bay Analytical Services	Sample analysis	70.00
12/15/22	820	Myron L Company	TAG2022 configured repair part	925.15
12/27/22	821	Amazon Capital Services	Wall mount key board trays	263.62
12/27/22	822	Brenntag Pacific	Brennfloc RE 5000 and ammonium hydroxide	18,732.24
12/27/22	823	Bryan Mailey Electric	Electrical service	600.00
12/27/22	824	Cal-Am Water	Hydrant meter K	2,810.66
12/27/22	825	Carmel Area Wastewater District	November sodium bisulfate and hypochlorite	8,848.76
12/27/22	826	Fisher Scientific	Lab supplies	780.72
12/27/22	827	Kennedy/Jenks Consultants	Asset Analysis and Master Plan Project #22-05 (CAPITAL)	47,285.25
12/27/22	828	Pacific Gas & Electric	MF/RO billing	24,511.97
12/27/22	829	Thatcher Company of California	Sulfuric acid and container returns	6,755.93
12/27/22	830	Trussell Technologies Inc.	MF/RO Ops Support Data Review	4,190.00
12/27/22	831	USA Blue Book	Lutz drum pump set	1,584.95
				688,216.27



**Financial Statements
and
Supplementary Schedules**

November 2022

January 26, 2023

Carmel Area Wastewater District

Balance Sheet

November 2022

ASSETS

Current Assets

Cash

Cash

41,129,941.26

TOTAL Cash

41,129,941.26

Other Current Assets

Other Current Assets

402,313.31

TOTAL Other Current Assets

402,313.31

TOTAL Current Assets

41,532,254.57

Fixed Assets

Land

Land

308,059.76

TOTAL Land

308,059.76

Treatment Structures

Treatment Structures

70,377,201.24

TOTAL Treatment Structures

70,377,201.24

Treatment Equipment

Treatment Equipment

8,864,043.57

TOTAL Treatment Equipment

8,864,043.57

Collection Structures

Collection Structures

1,238,843.71

TOTAL Collection Structures

1,238,843.71

Collection Equipment

Collection Equipment

1,509,600.36

TOTAL Collection Equipment

1,509,600.36

Sewers

15,508,199.42

Disposal Facilities

Disposal Facilities

1,643,890.85

TOTAL Disposal Facilities

1,643,890.85

Other Fixed Assets

Other Fixed Assets

4,497,256.21

TOTAL Other Fixed Assets

4,497,256.21

Capital Improvement Projects

Capital Improvement Projects

6,698,353.82

TOTAL Capital Improvement Projects

6,698,353.82

Accumulated depreciation

(56,777,957.36)

TOTAL Fixed Assets

53,867,491.58

Other Assets

Other Assets

3,712,004.90

TOTAL Other Assets

3,712,004.90

TOTAL ASSETS

99,111,751.05

Carmel Area Wastewater District

Balance Sheet

November 2022

LIABILITIES

Current Liabilities		
Current Liabilities	730,104.72	
TOTAL Current Liabilities	730,104.72	730,104.72
Long-Term Liabilities		
Long Term Liabilities	(763,796.15)	
TOTAL Long-Term Liabilities	(763,796.15)	(763,796.15)
TOTAL LIABILITIES		(33,691.43)
	NET POSITION	
Net Assets	101,293,950.98	
Year-to-Date Earnings	(2,148,508.50)	
TOTAL NET POSITION	99,145,442.48	99,145,442.48
TOTAL LIABILITIES & NET POSITION		99,111,751.05

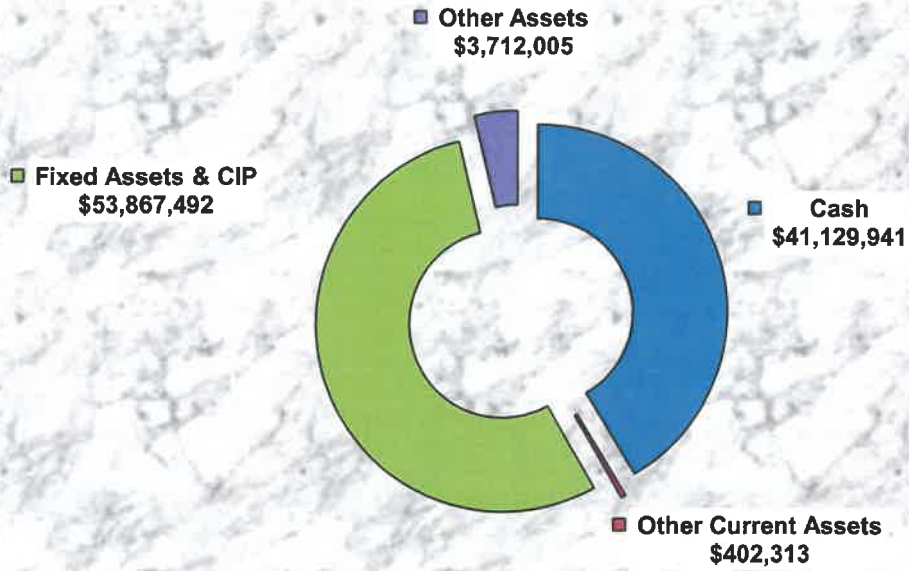
Carmel Area Wastewater District
Income Statement Actual to Budget
Year-to-Date Variance, November 2022 - current month, Consolidated by
account

	<i>5 Months Ended November 30, 2022</i>	<i>5 Months Ended November 30, 2022 Budget</i>	<i>Variance Fav/<Unf></i>	<i>% Var</i>
Income				
Revenue	1,025,240.07	841,324.65	183,915.42	21.9 %
TOTAL Income	1,025,240.07	841,324.65	183,915.42	21.9 %
Adjustments				
Discounts	12.72	0.00	12.72	
TOTAL Adjustments	12.72	0.00	12.72	
*****	1,025,252.79	841,324.65	183,928.14	21.9 %
***** OPERATING INCOME	1,025,252.79	841,324.65	183,928.14	21.9 %
Operating Expenses				
Salaries and Payroll Taxes				
Salaries and Payroll Taxes	1,527,904.22	1,728,365.50	200,461.28	11.6 %
TOTAL Salaries and Payroll Taxes	1,527,904.22	1,728,365.50	200,461.28	11.6 %
Employee Benefits				
Employee Benefits	466,346.80	374,016.00	(92,330.80)	-24.7 %
TOTAL Employee Benefits	466,346.80	374,016.00	(92,330.80)	-24.7 %
Director's Expenses				
Director's Expenses	8,607.27	14,528.00	5,920.73	40.8 %
TOTAL Director's Expenses	8,607.27	14,528.00	5,920.73	40.8 %
Truck and Auto Expenses				
Truck and Auto Expenses	22,632.49	36,982.44	14,349.95	38.8 %
TOTAL Truck and Auto Expenses	22,632.49	36,982.44	14,349.95	38.8 %
General and Administrative				
General and Administrative	355,269.38	339,737.35	(15,532.03)	-4.6 %
TOTAL General and Administrative	355,269.38	339,737.35	(15,532.03)	-4.6 %
Office Expense				
Office Expense	25,286.11	34,814.64	9,528.53	27.4 %
TOTAL Office Expense	25,286.11	34,814.64	9,528.53	27.4 %
Operating Supplies				
Operating Supplies	150,474.62	206,248.76	55,774.14	27.0 %
TOTAL Operating Supplies	150,474.62	206,248.76	55,774.14	27.0 %
Contract Services				
Contract Services	315,357.27	435,549.40	120,192.13	27.6 %
TOTAL Contract Services	315,357.27	435,549.40	120,192.13	27.6 %

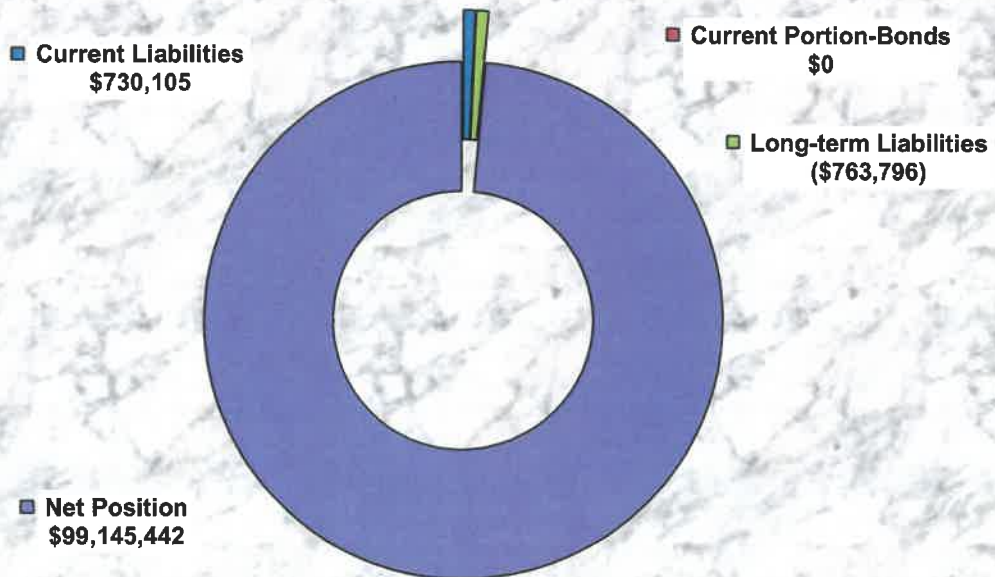
Carmel Area Wastewater District
Income Statement Actual to Budget
Year-to-Date Variance, November 2022 - current month, Consolidated by
account

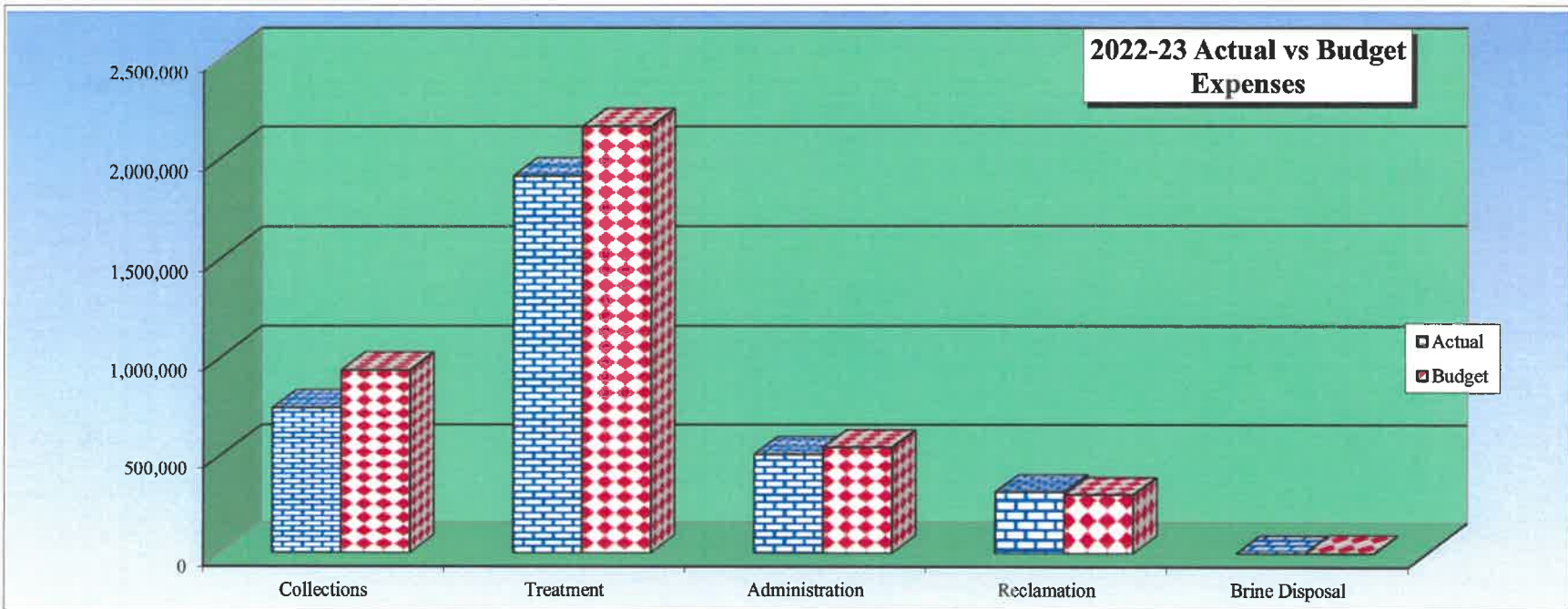
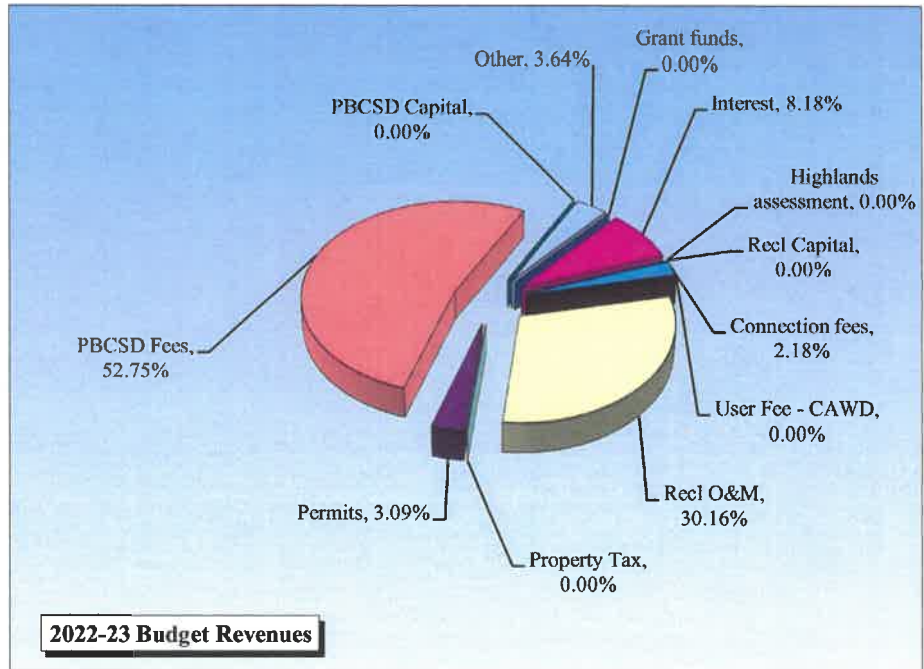
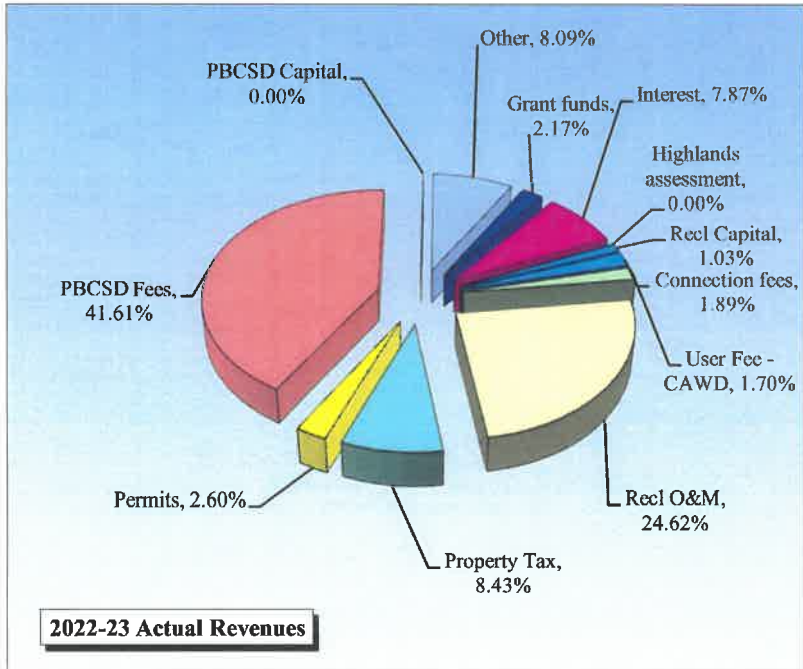
	<i>5 Months Ended November 30, 2022</i>	<i>5 Months Ended November 30, 2022 Budget</i>	<i>Variance Fav/<Unf></i>	<i>% Var</i>
Repairs and Maintenance				
Repairs and Maintenance	327,466.85	443,363.21	115,896.36	26.1 %
TOTAL Repairs and Maintenance	327,466.85	443,363.21	115,896.36	26.1 %
Utilities				
Utilities	161,092.21	159,180.85	(1,911.36)	-1.2 %
TOTAL Utilities	161,092.21	159,180.85	(1,911.36)	-1.2 %
Travel and Meetings				
Travel and Meetings	15,933.79	20,201.27	4,267.48	21.1 %
TOTAL Travel and Meetings	15,933.79	20,201.27	4,267.48	21.1 %
Permits and Fees				
Permits and Fees	34,093.50	41,738.00	7,644.50	18.3 %
TOTAL Permits and Fees	34,093.50	41,738.00	7,644.50	18.3 %
Memberships and Subscriptions				
Memberships and Subscriptions	5,390.04	6,595.75	1,205.71	18.3 %
TOTAL Memberships and Subscriptions	5,390.04	6,595.75	1,205.71	18.3 %
Safety				
Safety	31,060.98	39,891.64	8,830.66	22.1 %
TOTAL Safety	31,060.98	39,891.64	8,830.66	22.1 %
Other Expenses				
Other Expense	19,149.18	10,908.35	(8,240.83)	-75.5 %
TOTAL Other Expenses	19,149.18	10,908.35	(8,240.83)	-75.5 %
TOTAL Operating Expenses	3,466,064.71	3,892,121.16	426,056.45	10.9 %
***** OPERATING INCOME (LOSS)	(2,440,811.92)	(3,050,796.51)	609,984.59	20.0 %
Non-op Income, Expense, Gain or Loss				
Other Income or Gain				
Other Income, Gain, Expense and Loss	292,303.42	67,322.00	224,981.42	334.2 %
TOTAL Other Income or Gain	292,303.42	67,322.00	224,981.42	334.2 %
TOTAL Non-op Income, Expense, Gain or Loss	292,303.42	67,322.00	224,981.42	334.2 %
***** NET INCOME (LOSS)	(2,148,508.50)	(2,983,474.51)	834,966.01	28.0 %
***** NET INCOME (LOSS)	(2,148,508.50)	(2,983,474.51)	834,966.01	28.0 %

Assets - November 30, 2022

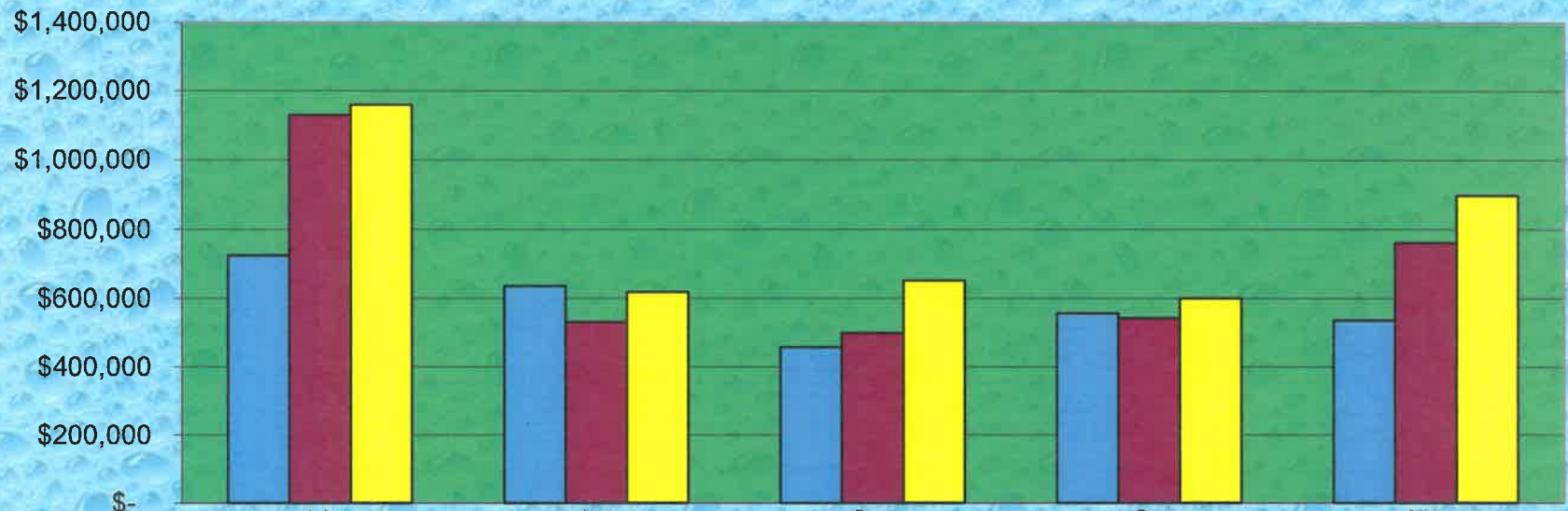


Liabilities - November 30, 2022





Operating Expenses



■ FY 21-22	\$726,464	\$636,022	\$457,080	\$557,531	\$537,313
■ FY 22-23	\$1,129,338	\$532,107	\$498,951	\$543,933	\$761,735
■ CY Budget	\$1,159,356	\$618,626	\$652,827	\$600,535	\$898,527

**Carmel Area Wastewater District
Capital Expenditures
2022-23**

	BEG BAL	NOV	CURRENT YTD	CUMULATIVE TOTAL	ANNUAL BUDGET	BUDGET SPENT
<u>CAPITAL PURCHASES</u>						
<u>Admin</u>						
		0	0	0	0	NA
		0	0	0	0	NA
<u>Collections</u>						
Jetter water pump hydraulic system-unbudgeted		0	11,575	11,575	0	NA
Pescadero emergency repair-unbudgeted		11,380	11,380	11,380	0	NA
<u>Treatment</u>						
Eaton SVX9000 refurbished VFD for Reclamation-unbudgeted		0	14,208	14,208	0	NA
		0	0	0	0	NA
RECL share	0	0	(14,208)	(14,208)	0	NA
PBCSD share (1/3 of cost)	0	0	0	0	0	NA
<i>Total Capital Purchases 22-23</i>		11,380	22,955	22,955	0	NA

**Carmel Area Wastewater District
Capital Expenditures
2022-23**

	BEG BAL	NOV	CURRENT YTD	CUMULATIVE TOTAL	ANNUAL BUDGET	BUDGET SPENT
<u>CIP PROJECTS</u>						
<u>Administration</u>						
<u>Collections</u>						
Construction of new Gravity Sewer Line-Carmel Meadows	474,359	2,172	32,800	507,160	2,000,000	1.64%
Carmel Valley Manor Sewer-unbudgeted	180	0	0	180	0	NA
Scenic Rd Pipe Burst-Ocn/Bay	231,786	645	14,932	246,719	3,500,000	0.43%
Bay/Scenic Pump Station Rehab	30,892	8,245	21,260	52,152	650,000	3.27%
Pescadero Creek Area Pipe Rehab	89,236	17,686	72,651	161,887	100,000	72.65%
Vactor Receiving Station	0	11,996	11,996	11,996	100,000	12.00%
<u>Treatment</u>						
RECL share	0	0	0	0	0	NA
PBCSD share (1/3 of cost)	0	0	0	0	0	NA
<i>Total CIP Projects 22-23</i>	826,453	40,744	153,640	980,093	6,350,000	2.42%

**Carmel Area Wastewater District
Capital Expenditures
2022-23**

	BEG BAL	NOV	CURRENT YTD	CUMULATIVE TOTAL	ANNUAL BUDGET	BUDGET SPENT
<i>LONG TERM CIP PROJECTS</i>						
<u>Treatment</u>						
Perimeter Fence	0	11,828	27,881	27,881	275,000	10.14%
Elec/Mech Rehab & Sludge Holding Tank Project (RECL 2.7%)	4,321,103	6,825	1,308,500	5,629,603	4,820,750	27.14%
Aeration Basin Improvements-unbudgeted	17,332	0	0	17,332	0	NA
Potable Water & Gas Main Replacement	0	4,598	43,444	43,444	100,000	43.44%
RECL share	(116,670)	(184)	(35,329)	(151,999)	(130,160)	27.14%
PBCSD share (1/3 of cost)	(1,407,255)	(7,689)	(448,166)	(1,855,421)	(1,688,530)	26.54%
<i>Total Long Term CIP Projects 22-23</i>	2,814,510	15,378	896,331	3,710,841	3,377,060	26.54%
Total Capital (net of RECL and PBCSD)	3,640,963	67,502	1,072,926	4,713,889	9,727,060	11.03%

**Carmel Area Wastewater District
Variance Analysis**

2022-23

**YTD Actual/
YTD Budget
Variance**

Salaries and Payroll Taxes

Employee Benefits -24.70% Worker's compensation insurance underbudgeted.

Director's Expenses

Truck and Auto Expenses

General and Administrative

Office Expense

Operating Supplies

Contract Services

Repairs and Maintenance

Utilities

Travel and Meetings

Permits and Fees

Memberships and Subscriptions

Safety

Other Expense -75.50% Recruiting unbudgeted. Newsletter underbudgeted.

District Obligations:

1) 2004 Highlands Project Bond Proceeds \$3,057,165 - Balance \$400,000

Carmel Area Wastewater District 2022-23 Resolutions Amending the Budget

Resolution #	Description	Budgeted	Amendment	Spent To Date
	No budget amendments to date.	\$ -	\$ -	\$ -
	Total To Date	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>



**Financial Statements
and
Supplementary Schedules**

December 2022

January 26, 2023

Carmel Area Wastewater District

Balance Sheet

December 2022

ASSETS		
Current Assets		
Cash		
Cash	47,665,431.63	
TOTAL Cash	47,665,431.63	
Other Current Assets		
Other Current Assets	387,437.21	
TOTAL Other Current Assets	387,437.21	
TOTAL Current Assets		48,052,868.84
Fixed Assets		
Land		
Land	308,059.76	
TOTAL Land	308,059.76	
Treatment Structures		
Treatment Structures	70,377,201.24	
TOTAL Treatment Structures	70,377,201.24	
Treatment Equipment		
Treatment Equipment	8,864,043.57	
TOTAL Treatment Equipment	8,864,043.57	
Collection Structures		
Collection Structures	1,238,843.71	
TOTAL Collection Structures	1,238,843.71	
Collection Equipment		
Collection Equipment	1,509,600.36	
TOTAL Collection Equipment	1,509,600.36	
Sewers		
		15,508,199.42
Disposal Facilities		
Disposal Facilities	1,643,890.85	
TOTAL Disposal Facilities	1,643,890.85	
Other Fixed Assets		
Other Fixed Assets	4,511,351.21	
TOTAL Other Fixed Assets	4,511,351.21	
Capital Improvement Projects		
Capital Improvement Projects	6,915,392.66	
TOTAL Capital Improvement Projects	6,915,392.66	
Accumulated depreciation		
		(56,777,957.36)
TOTAL Fixed Assets		54,098,625.42
Other Assets		
Other Assets	3,637,198.98	
TOTAL Other Assets		3,637,198.98
TOTAL ASSETS		105,788,693.24

Carmel Area Wastewater District

Balance Sheet

December 2022

LIABILITIES			
Current Liabilities			
Current Liabilities	311,585.37		
TOTAL Current Liabilities		311,585.37	311,585.37
Long-Term Liabilities			
Long Term Liabilities	(767,275.61)		
TOTAL Long-Term Liabilities		(767,275.61)	(767,275.61)
TOTAL LIABILITIES			(455,690.24)
NET POSITION			
Net Assets	101,293,950.98		
Year-to-Date Earnings	4,950,432.50		
TOTAL NET POSITION			106,244,383.48
TOTAL LIABILITIES & NET POSITION			105,788,693.24

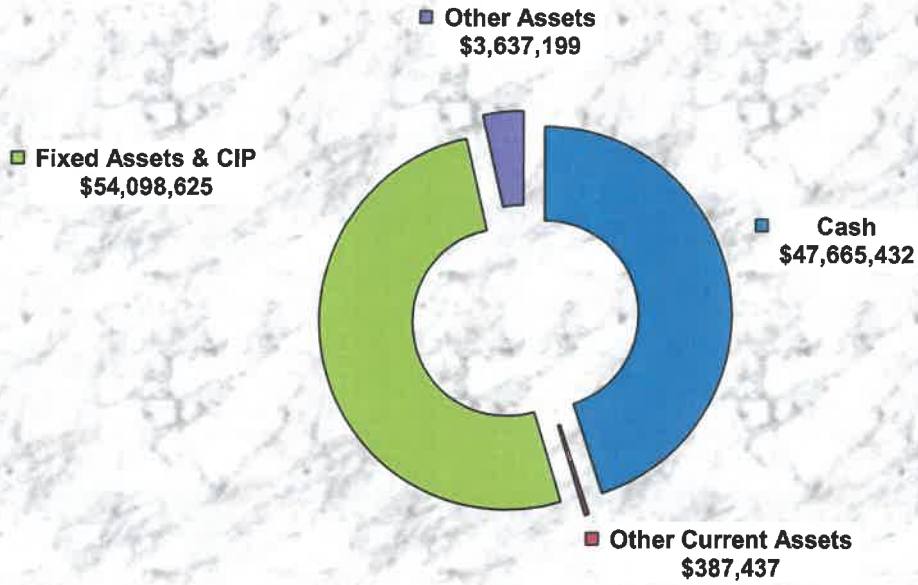
Carmel Area Wastewater District
Income Statement-Actual to Budget
Year-to-Date Variance, December 2022 - current month, Consolidated by
account

	<i>6 Months Ended December 31, 2022</i>	<i>6 Months Ended December 31, 2022 Budget</i>	<i>Variance Fav/<Unf></i>	<i>% Var</i>
Income				
Revenue	7,330,705.04	7,153,962.58	176,742.46	2.5 %
TOTAL Income	7,330,705.04	7,153,962.58	176,742.46	2.5 %
Adjustments				
Discounts	14.54	0.00	14.54	
TOTAL Adjustments	14.54	0.00	14.54	
*****	7,330,719.58	7,153,962.58	176,757.00	2.5 %
***** OPERATING INCOME	7,330,719.58	7,153,962.58	176,757.00	2.5 %
Operating Expenses				
Salaries and Payroll Taxes				
Salaries and Payroll Taxes	1,811,481.81	2,042,628.00	231,146.19	11.3 %
TOTAL Salaries and Payroll Taxes	1,811,481.81	2,042,628.00	231,146.19	11.3 %
Employee Benefits				
Employee Benefits	511,678.88	427,898.40	(83,780.48)	-19.6 %
TOTAL Employee Benefits	511,678.88	427,898.40	(83,780.48)	-19.6 %
Director's Expenses				
Director's Expenses	13,957.27	17,936.33	3,979.06	22.2 %
TOTAL Director's Expenses	13,957.27	17,936.33	3,979.06	22.2 %
Truck and Auto Expenses				
Truck and Auto Expenses	24,036.19	45,144.11	21,107.92	46.8 %
TOTAL Truck and Auto Expenses	24,036.19	45,144.11	21,107.92	46.8 %
General and Administrative				
General and Administrative	362,227.38	393,404.02	31,176.64	7.9 %
TOTAL General and Administrative	362,227.38	393,404.02	31,176.64	7.9 %
Office Expense				
Office Expense	30,927.22	39,387.57	8,460.35	21.5 %
TOTAL Office Expense	30,927.22	39,387.57	8,460.35	21.5 %
Operating Supplies				
Operating Supplies	213,362.94	243,873.51	30,510.57	12.5 %
TOTAL Operating Supplies	213,362.94	243,873.51	30,510.57	12.5 %
Contract Services				
Contract Services	414,022.85	481,720.48	67,697.63	14.1 %
TOTAL Contract Services	414,022.85	481,720.48	67,697.63	14.1 %

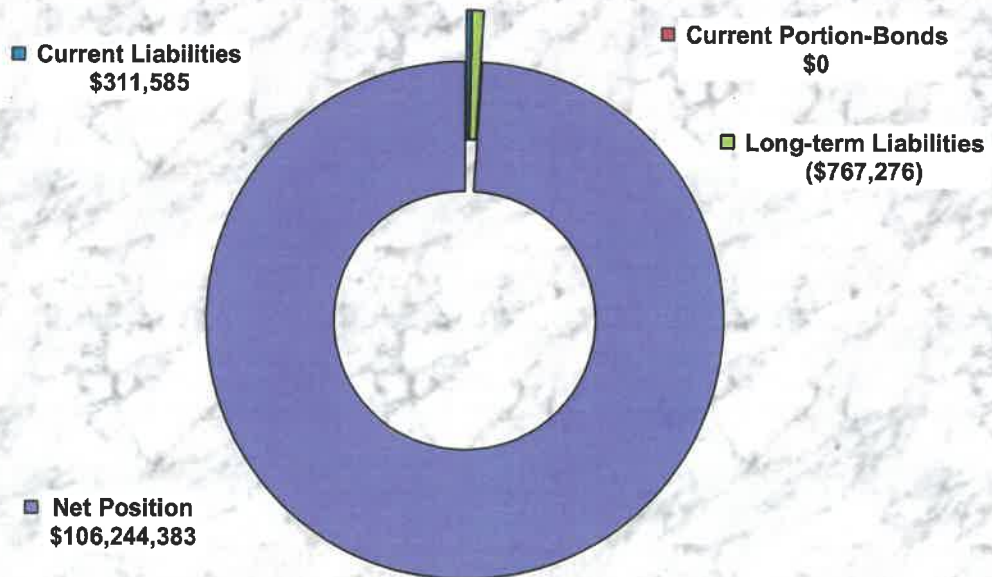
Carmel Area Wastewater District
Income Statement-Actual to Budget
Year-to-Date Variance, December 2022 - current month, Consolidated by
account

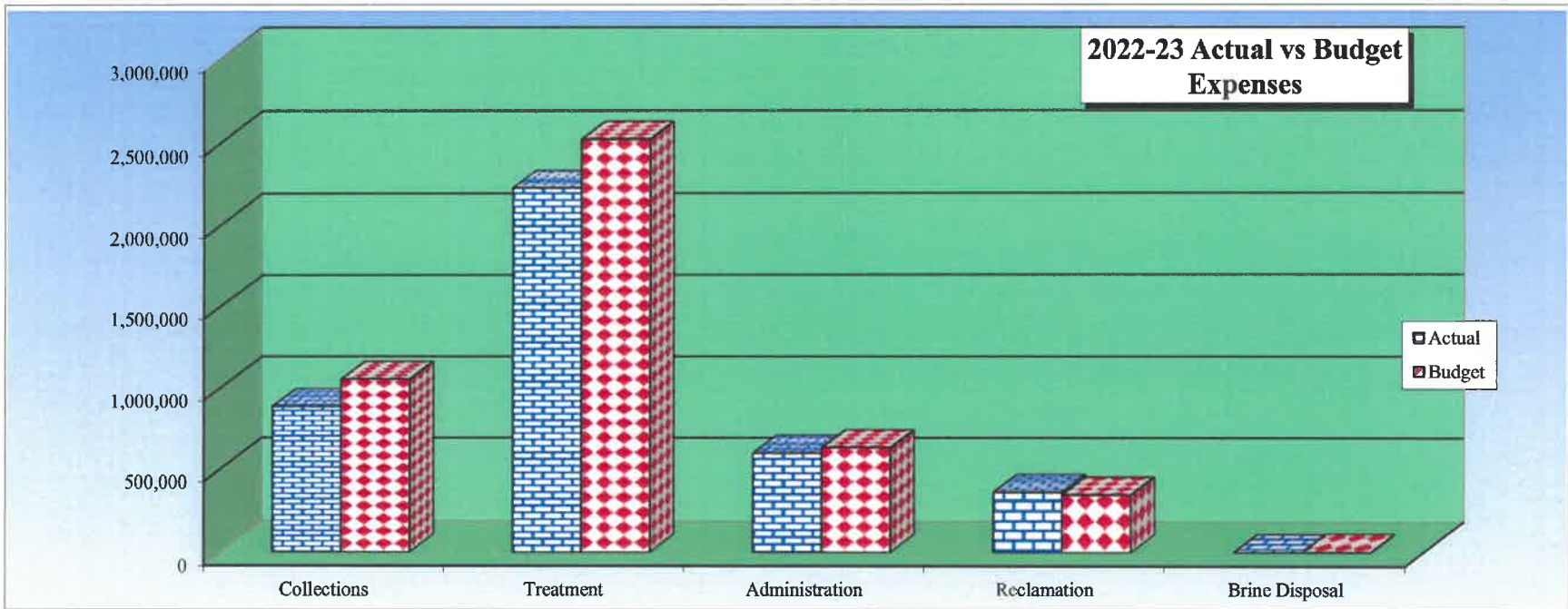
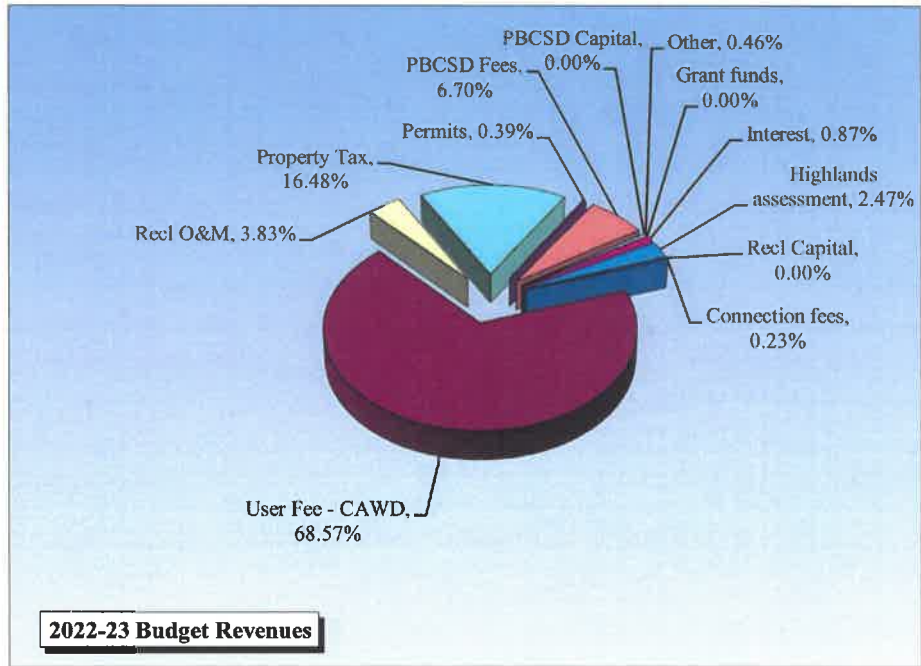
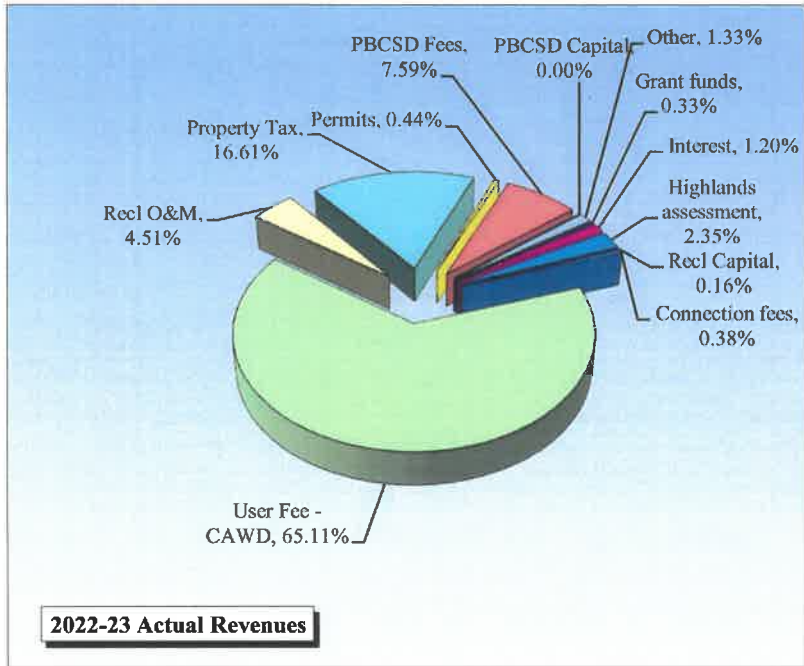
	<i>6 Months Ended December 31, 2022</i>	<i>6 Months Ended December 31, 2022 Budget</i>	<i>Variance Fav/<Unf></i>	<i>% Var</i>
Repairs and Maintenance				
Repairs and Maintenance	366,565.80	504,142.26	137,576.46	27.3 %
TOTAL Repairs and Maintenance	366,565.80	504,142.26	137,576.46	27.3 %
Utilities				
Utilities	196,050.55	191,017.02	(5,033.53)	-2.6 %
TOTAL Utilities	196,050.55	191,017.02	(5,033.53)	-2.6 %
Travel and Meetings				
Travel and Meetings	24,602.70	28,792.94	4,190.24	14.6 %
TOTAL Travel and Meetings	24,602.70	28,792.94	4,190.24	14.6 %
Permits and Fees				
Permits and Fees	34,093.50	34,238.00	144.50	0.4 %
TOTAL Permits and Fees	34,093.50	34,238.00	144.50	0.4 %
Memberships and Subscriptions				
Memberships and Subscriptions	6,835.16	8,524.90	1,689.74	19.8 %
TOTAL Memberships and Subscriptions	6,835.16	8,524.90	1,689.74	19.8 %
Safety				
Safety	32,365.38	73,399.97	41,034.59	55.9 %
TOTAL Safety	32,365.38	73,399.97	41,034.59	55.9 %
Other Expenses				
Other Expense	19,261.68	10,950.02	(8,311.66)	-75.9 %
TOTAL Other Expenses	19,261.68	10,950.02	(8,311.66)	-75.9 %
TOTAL Operating Expenses	4,061,469.31	4,543,057.53	481,588.22	10.6 %
***** OPERATING INCOME (LOSS)	3,269,250.27	2,610,905.05	658,345.22	25.2 %
Non-op Income, Expense, Gain or Loss				
Other Income or Gain				
Other Income, Gain, Expense and Loss	1,681,182.23	1,493,282.00	187,900.23	12.6 %
TOTAL Other Income or Gain	1,681,182.23	1,493,282.00	187,900.23	12.6 %
TOTAL Non-op Income, Expense, Gain or Loss	1,681,182.23	1,493,282.00	187,900.23	12.6 %
***** NET INCOME (LOSS)	4,950,432.50	4,104,187.05	846,245.45	20.6 %
***** NET INCOME (LOSS)	4,950,432.50	4,104,187.05	846,245.45	20.6 %

Assets - December 31, 2022

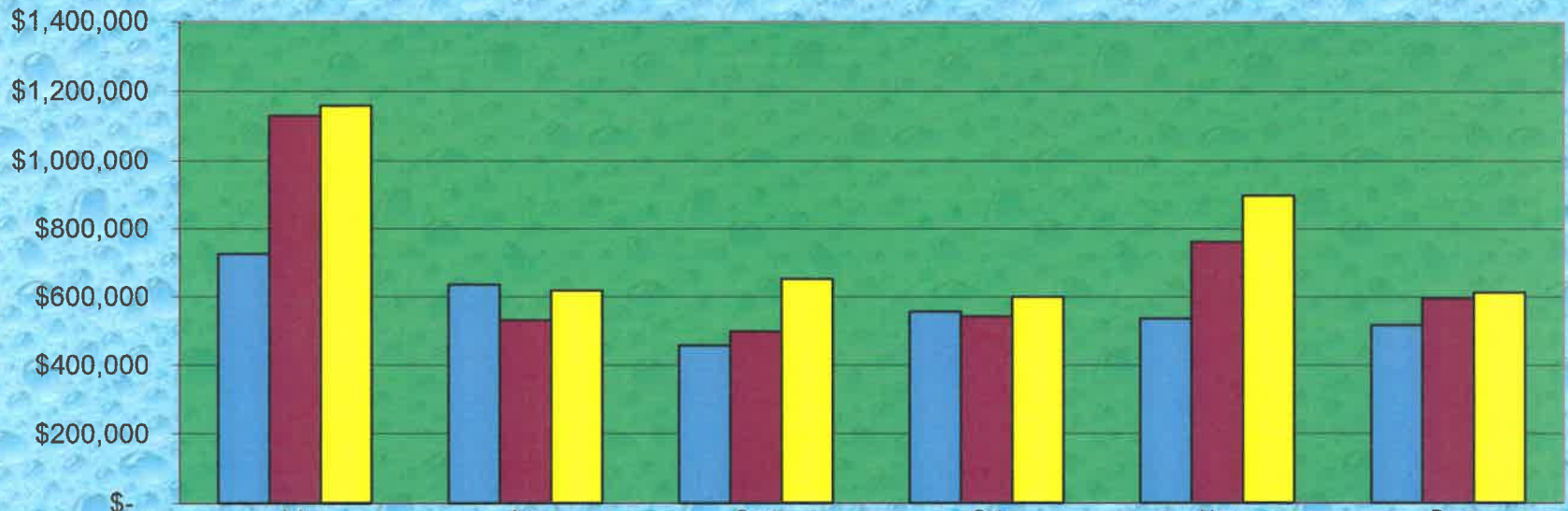


Liabilities - December 31, 2022





Operating Expenses



	July	Aug	Sept	Oct	Nov	Dec
■ FY 21-22	\$726,464	\$636,022	\$457,080	\$557,531	\$537,313	\$518,130
■ FY 22-23	\$1,129,338	\$532,107	\$498,951	\$543,933	\$761,735	\$595,405
■ CY Budget	\$1,159,356	\$618,626	\$652,827	\$600,535	\$898,527	\$613,186

**Carmel Area Wastewater District
Capital Expenditures
2022-23**

	BEG BAL	DEC	CURRENT YTD	CUMULATIVE TOTAL	ANNUAL BUDGET	BUDGET SPENT
<u>CAPITAL PURCHASES</u>						
<u>Admin</u>						
		0	0	0	0	NA
		0	0	0	0	NA
<u>Collections</u>						
Jetter water pump hydraulic system-unbudgeted		0	11,575	11,575	0	NA
Pescadero emergency repair-unbudgeted		0	11,380	11,380	0	NA
<u>Treatment</u>						
Eaton SVX9000 refurbished VFD for Reclamation-unbudgeted		0	14,208	14,208	0	NA
Pavement and water line repair-unbudgeted		14,095	14,095	14,095	0	NA
RECL share	0	0	(14,208)	(14,208)	0	NA
PBCSD share (1/3 of cost)	0	(4,698)	(4,698)	(4,698)	0	NA
		9,397	32,352	32,352	0	NA

Total Capital Purchases 22-23

**Carmel Area Wastewater District
Capital Expenditures
2022-23**

	BEG BAL	DEC	CURRENT YTD	CUMULATIVE TOTAL	ANNUAL BUDGET	BUDGET SPENT
<u>CIP PROJECTS</u>						
<u>Administration</u>						
<u>Collections</u>						
Construction of new Gravity Sewer Line-Carmel Meadows	474,359	4,038	36,839	511,198	2,000,000	1.84%
Carmel Valley Manor Sewer-unbudgeted	180	0	0	180	0	NA
Scenic Rd Pipe Burst-Ocn/Bay	231,786	655	15,587	247,374	3,500,000	0.45%
Bay/Scenic Pump Station Rehab	30,892	1,925	23,185	54,077	650,000	3.57%
Pescadero Creek Area Pipe Rehab	89,236	761	73,412	162,648	100,000	73.41%
Vactor Receiving Station	0	0	11,996	11,996	100,000	12.00%
Lorca Lane Sewer Repair	0	10,325	10,325	10,325	0	NA
<u>Treatment</u>						
RECL share	0	0	0	0	0	NA
PBCSD share (1/3 of cost)	0	0	0	0	0	NA
<i>Total CIP Projects 22-23</i>	826,453	17,705	171,345	997,797	6,350,000	2.70%

**Carmel Area Wastewater District
Capital Expenditures
2022-23**

	BEG BAL	DEC	CURRENT YTD	CUMULATIVE TOTAL	ANNUAL BUDGET	BUDGET SPENT
<i>LONG TERM CIP PROJECTS</i>						
<u>Treatment</u>						
Perimeter Fence	0	0	27,881	27,881	275,000	10.14%
Elec/Mech Rehab & Sludge Holding Tank Project (RECL 2.7%)	4,321,103	199,334	1,507,834	5,828,938	4,820,750	31.28%
Aeration Basin Improvements-unbudgeted	17,332	0	0	17,332	0	NA
Potable Water & Gas Main Replacement	0	0	43,444	43,444	100,000	43.44%
RECL share	(116,670)	(5,382)	(40,711)	(157,381)	(130,160)	31.28%
PBCSD share (1/3 of cost)	(1,407,255)	(64,651)	(512,816)	(1,920,071)	(1,688,530)	30.37%
<i>Total Long Term CIP Projects 22-23</i>	2,814,510	129,302	1,025,633	3,840,143	3,377,060	30.37%
Total Capital (net of RECL and PBCSD)	3,640,963	156,403	1,229,329	4,870,292	9,727,060	12.64%

Carmel Area Wastewater District Variance Analysis

2022-23

**YTD Actual/
YTD Budget
Variance**

Salaries and Payroll Taxes

Employee Benefits -19.60% Worker's compensation insurance underbudgeted.

Director's Expenses

Truck and Auto Expenses

General and Administrative

Office Expense

Operating Supplies

Contract Services

Repairs and Maintenance

Utilities

Travel and Meetings

Permits and Fees

Memberships and Subscriptions

Safety

Other Expense -75.90% Recruiting unbudgeted. Newsletter underbudgeted.

District Obligations:

1) 2004 Highlands Project Bond Proceeds \$3,057,165 - Balance \$400,000

**Carmel Area Wastewater District
2022-23 Resolutions Amending the Budget**

Resolution #	Description	Budgeted	Amendment	Spent To Date
---------------------	--------------------	-----------------	------------------	--------------------------

No budget amendments to date.

\$	-	\$	-	\$	-
----	---	----	---	----	---

Total To Date

\$	-	\$	-	\$	-
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STAFF REPORT



TO: Board of Directors
FROM: Daryl Lauer, Collection Superintendent
DATE: January 26, 2023
SUBJECT: Monthly Report – November & December

RECOMMENDATION

Receive Report- Informational only; no action required.

Permits Issued

Sewer Lateral Permits issued in November & December	28
Total Fees	\$4,960.00

Maintenance

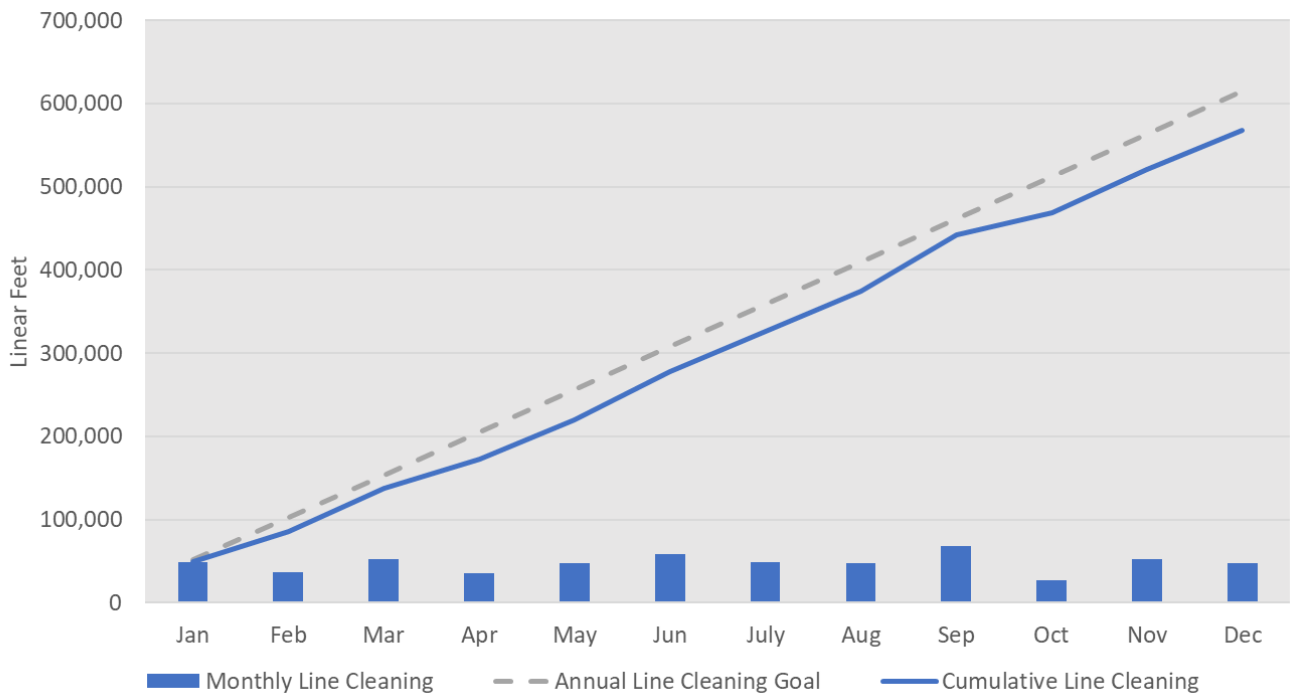
Attached is a map of the areas cleaned and Closed-Circuit Television (CCTV) inspected in the past three months. There were 51,682 feet of sewer lines cleaned, there were no CCTV inspections during the month of November, 47,393 feet of sewer lines cleaned, and 1,913 feet of CCTV inspections during the month of December.

CAWD's annual root foaming program took place in the last week of November through the first week of December. The total amount of sewer lines treated during 2022 was 30,955 feet. See map for areas that were treated.

Recent Line Cleaning Summary

Cleaning period	Footage Cleaned	Percentage Cleaned	Size of Pipe Cleaned
December	47,393 ft.	11.38%	6 – 12 inches
November	51,682 ft.	12.57%	6 - 27 inches
October	26,755 ft.	6.51%	6 – 12 inches

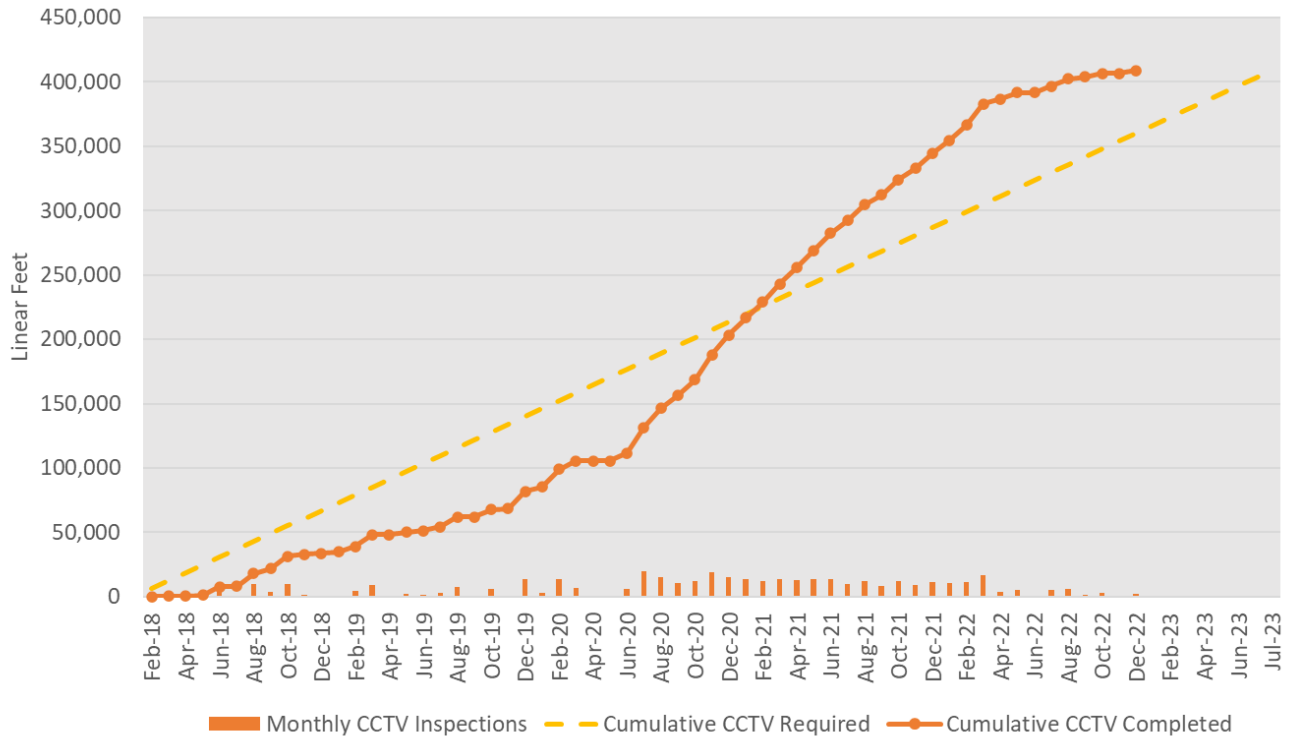
Annual Line Cleaning Graph



Line Cleaning Table

Total Target Amount (Linear Feet)	Cumulative Complete (Linear Feet)	Remaining (Linear Feet)
615,000	568,248	46,752

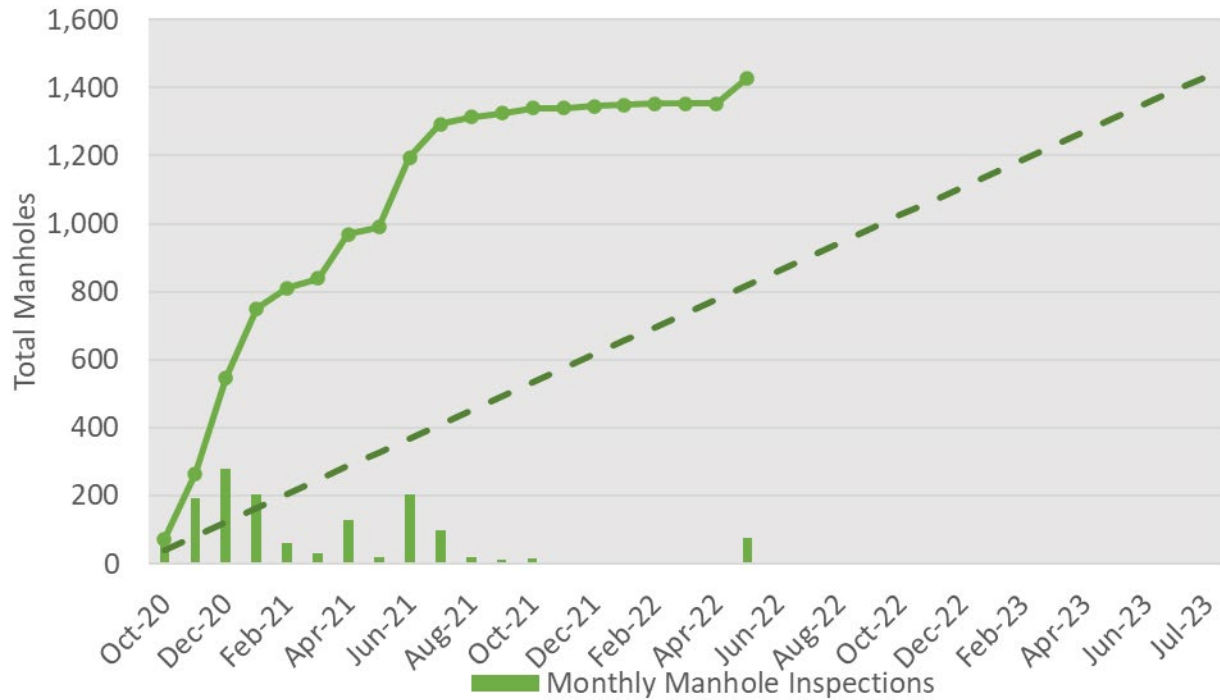
CCTV Progress Graph (River Watch Settlement Agreement Target)



CCTV Table

Total Required amount (Linear Feet)	Cumulative Complete (Linear Feet)	Remaining (Linear Feet)
408,672	408,672	0

Manhole Inspection Progress Graph (Riverwatch Settlement Agreement Target)



Manhole Inspection Table

Total Required Amount (Manholes)	Actual Complete (Manholes)	Remaining (Manholes)
1428	1428	0

Riverwatch Update

- Staff has completed the manhole inspection part of the settlement. The Principal Engineer will use this data to schedule rehabilitation or replacement of damaged or deteriorated manholes.
- Staff has completed the CCTV inspections and Pumps Station evaluations are being reviewed by the Principal Engineer, all of this information will be used for the final Collection System Asset Management Plan.

Construction Activities

- Project 21-06 Manhole Rehabilitation project started construction in October. Construction crews began with cleaning and grouting the manhole to be rehabilitated. Crews completed the rehabilitation of 52 manholes that were in poor condition based off the manhole assessment. Below is an example of before and after of the manhole rehabilitation.



Staff Development

- Staff completed several in-person tail gate trainings.

General Comments

- N/A

Service Calls Responded to by Crew

Date	Time	Callout	Resolution
11/1/2022	9:47 AM	Odor Complaint	Called by homeowner for sewer smell inside their home. Staff checked main sewer lines for problems and found nothing wrong. Staff told the homeowner to call a plumber to check sewer vents at their property for a blockage.
11/1/2022	12:03 PM	Main Line Stoppage	Called by homeowner at 2 NW of 6 th on Santa Fe for a sewer overflowing from their cleanout. Staff arrived on scene and found the mainline to be blocked. Staff used pressure cleaner to open the blockage. Estimated 129 gallons spilled. Staff cleaned the area and restored flow. Staff determined that roots were the cause of the blockage. See attached map for location of spill.
11/10/2022	10:38 AM	Main Line Stoppage	Called by homeowner at 4 NE of 5 th on Guadalupe for a sewer overflowing from their cleanout. Staff arrived on scene and found the mainline to be blocked. Staff used a pressure cleaner to open the blockage. Estimated 131 gallons spilled. Staff cleaned the area and restored flow. Staff determined that roots were the cause of the blockage. See attached map for location of

			spill.
11/17/2022	10:03 AM	Lateral Overflow	Called by homeowner for a lateral overflow. Staff cleaned District main line and found no problems in District's line. Staff informed owner to call a plumber of their choice.
11/30/2022	9:53 AM	Lateral Overflow	Called by homeowner for a lateral overflow. Staff cleaned District main line and found no problems in District's line. Staff informed owner to call a plumber of their choice.
12/9/2022	11:20 AM	Lateral Overflow	Called by homeowner for a lateral overflow. Staff cleaned District main line and found no problems in District's line. Staff informed owner to call a plumber of their choice.
12/10/2022	4:11 PM	Power Fail	Power failure at Highlands, Calle La Cruz and Ribera pump stations due to fallen tree. Staff monitored station until power was restored.

USA Location Requests – 236

Plumbing permit inspections – 35

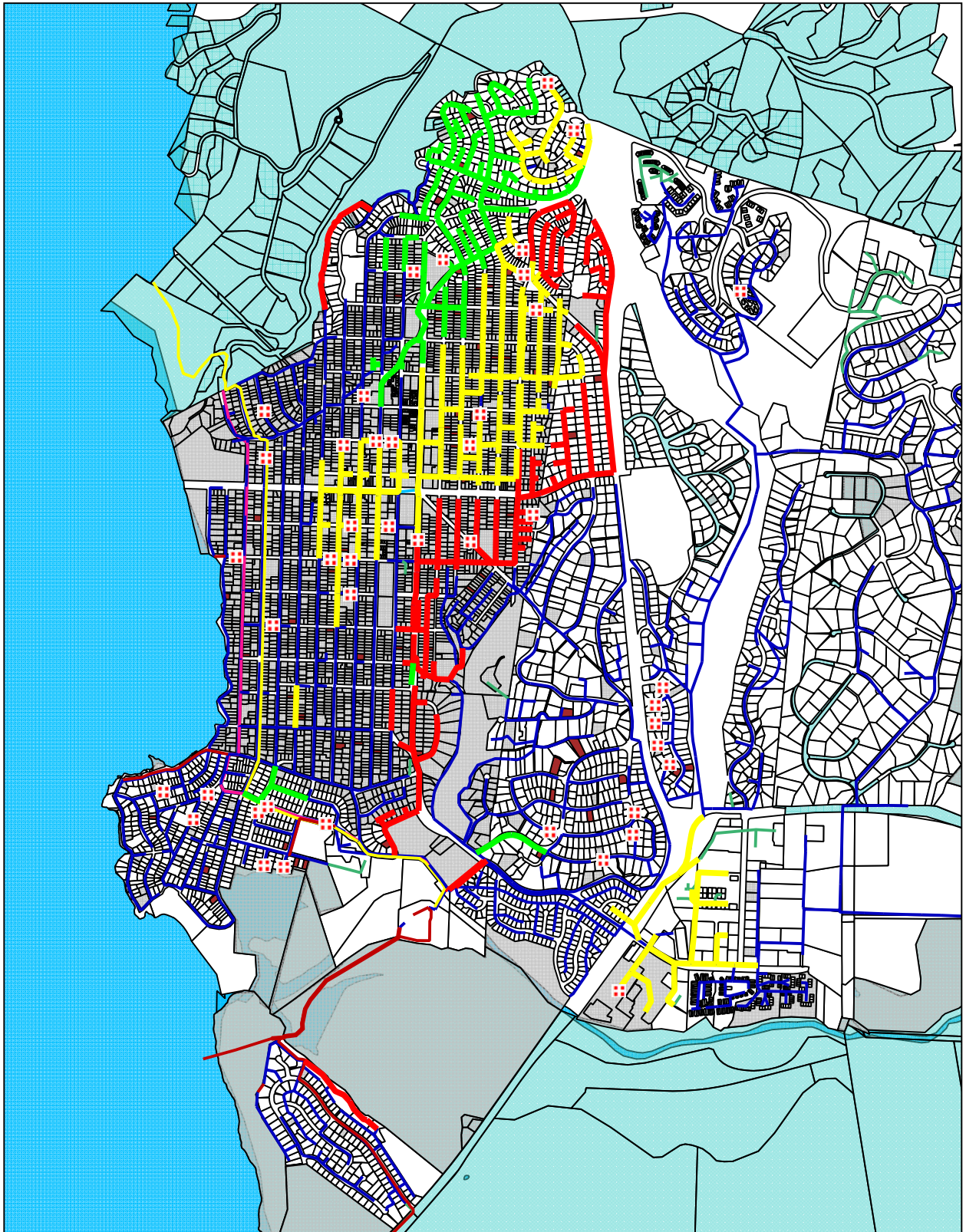
Private Sewer Lateral Compliance Certificates Issued – 27

FUNDING

N/A

December (Red) 47,393 feet
November (Yellow) 51,682 feet
October (Green) 26,755 feet

Monthly Cleaning Map

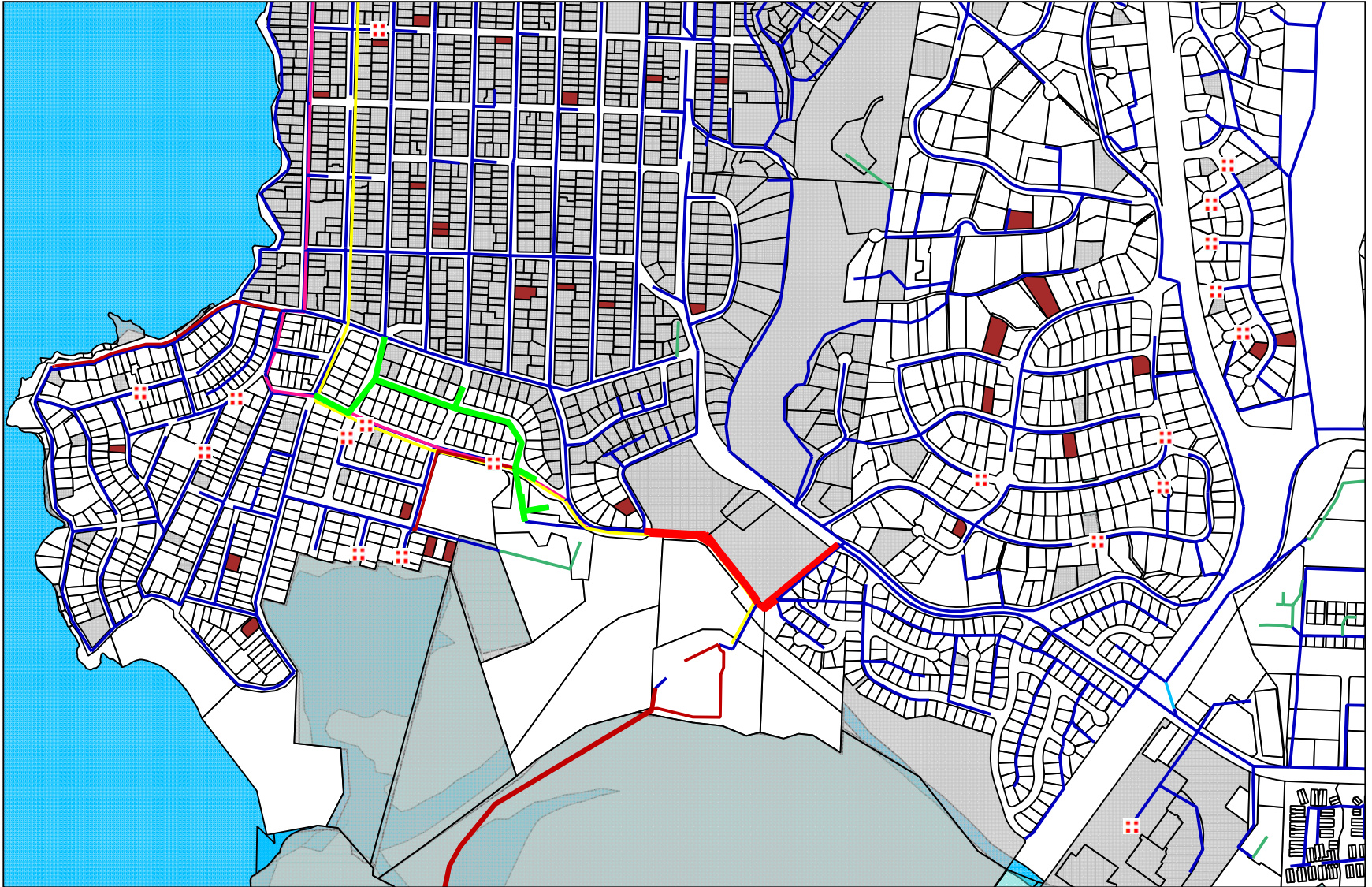


RedZone
ROBOTICS

1/6/2023



December (Red) 1,913 feet
November
October (Green) 2,776 feet Monthly CCTV Map

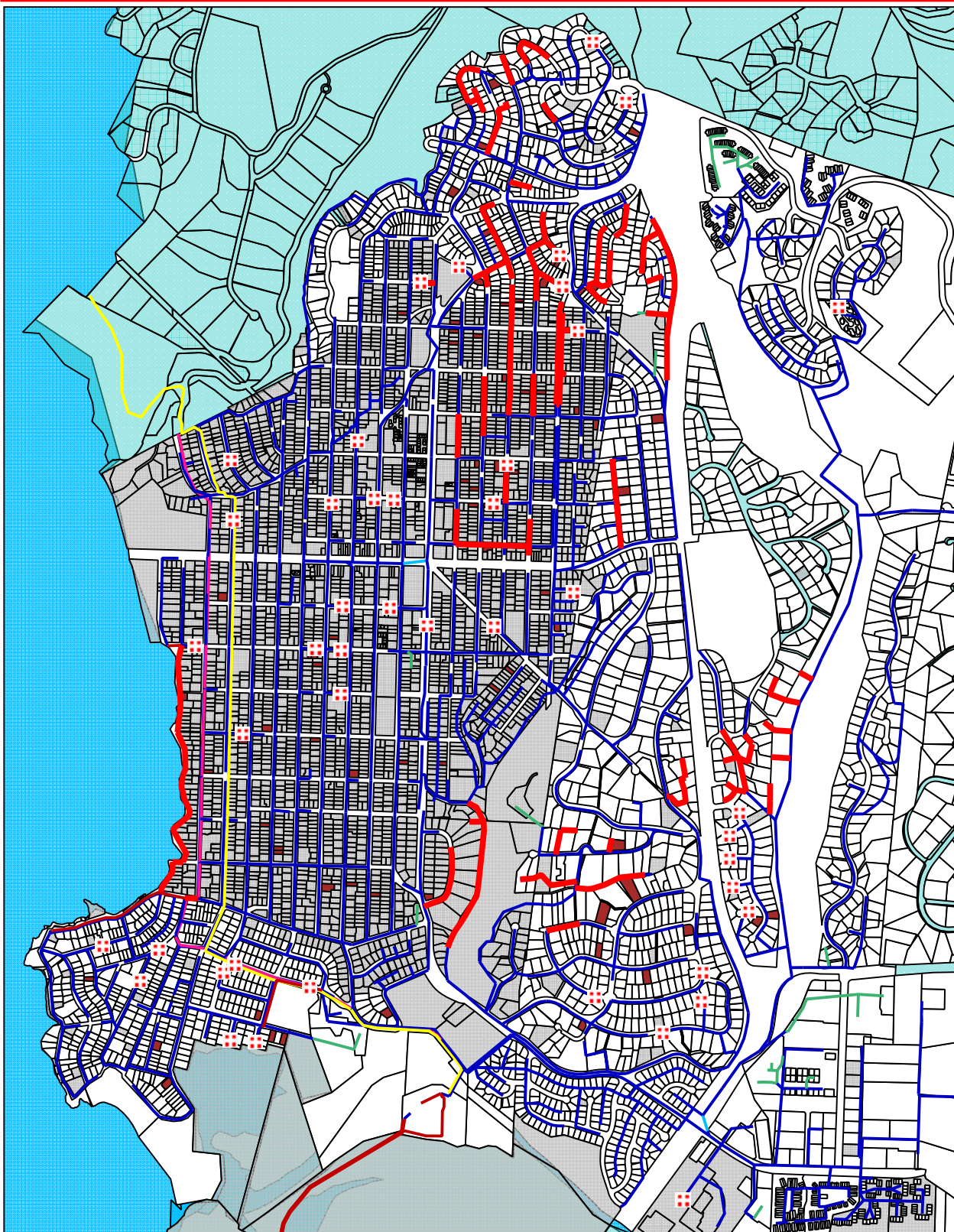


RedZone[®]
ROBOTICS

1/6/2023



Root Foaming Map 2022
30,955 feet of 6" & 8" sewer main lines treated



RedZone[®]
ROBOTICS

1/6/2023

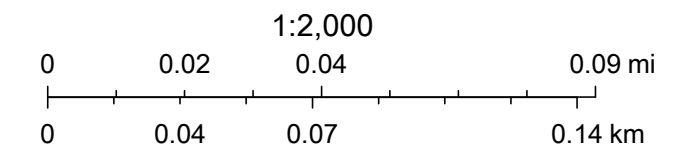


CAWD GIS Maps



1/11/2023, 9:33:13 AM

- CAWD Service Area ● CAWD (MH) — Streets
- Active Assets — Mains — APNs
- Flushing Inlet (FI) — CAWD



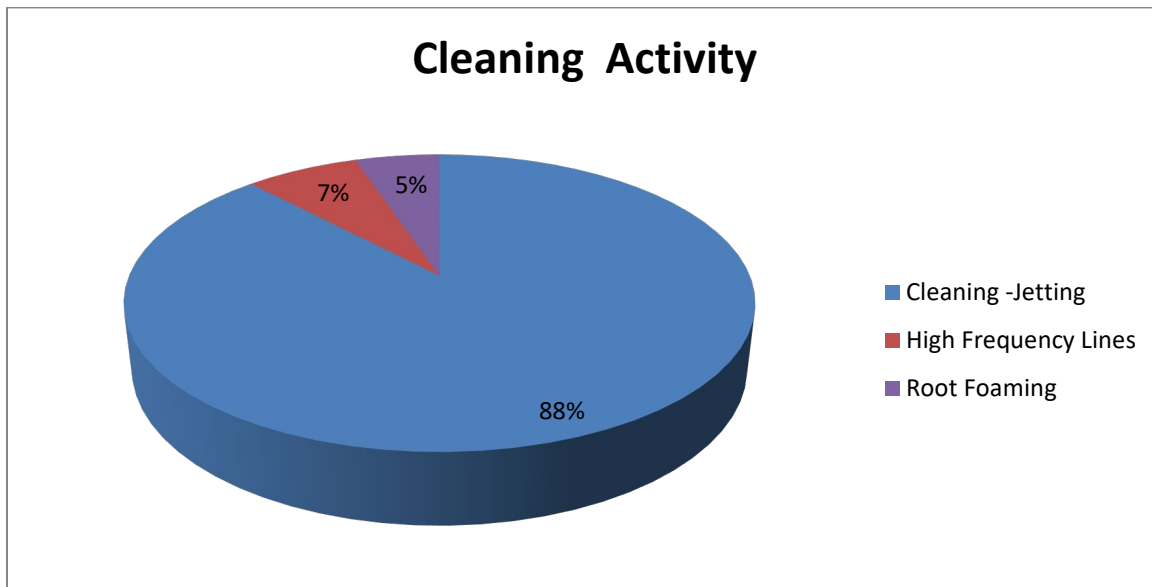
TIGEO

Carmel Area Wastewater Districts (CAWD/District) Collections Annual Report For 2022

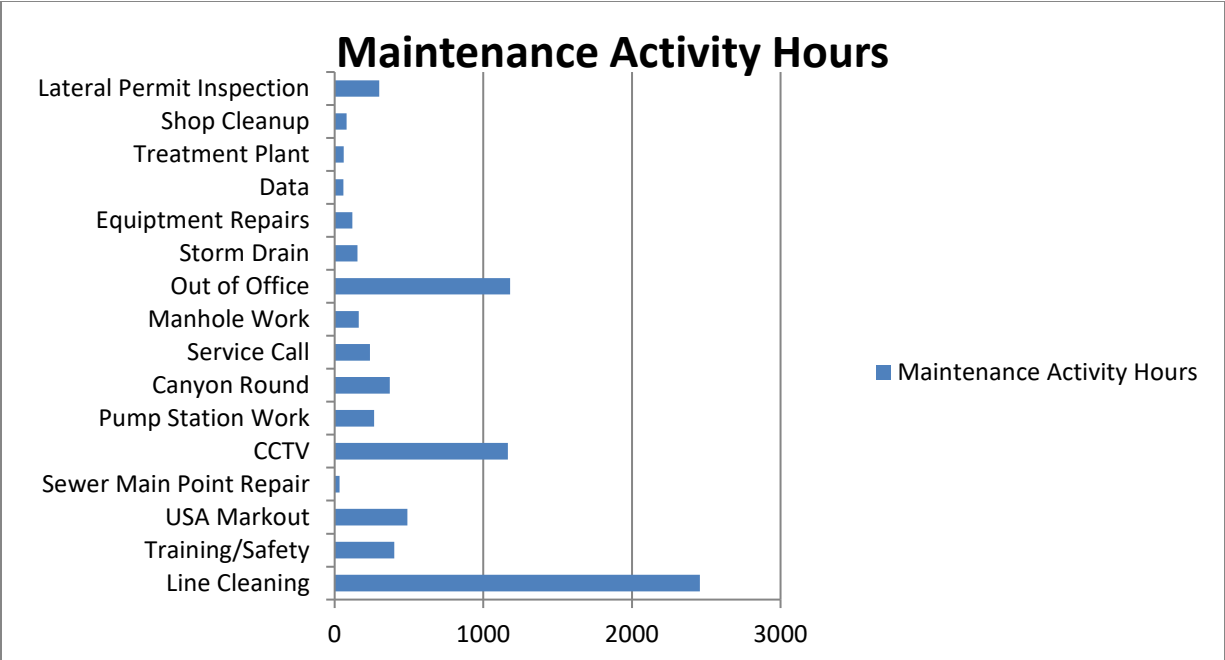
This report provides an overall summary of system wide cleaning and Closed Caption Television Viewing (CCTV) activities, construction, and Sanitary Sewer Overflow (SSO) information for the year of 2022.

Cleaning Activity: The collection crew maintains 408,581 feet of gravity sewer lines and 21,600 feet of force mains in the District. During 2022, staff cleaned the entire system in a little over 8 months. The cleaning methods used were hydro-cleaning and root foaming.

Activity	Feet Cleaned
Cleaning - Jetting	526,671 ft.
High Frequency Lines	41,577 ft.
Root Foaming	30,955 ft.
Total	599,203 ft.

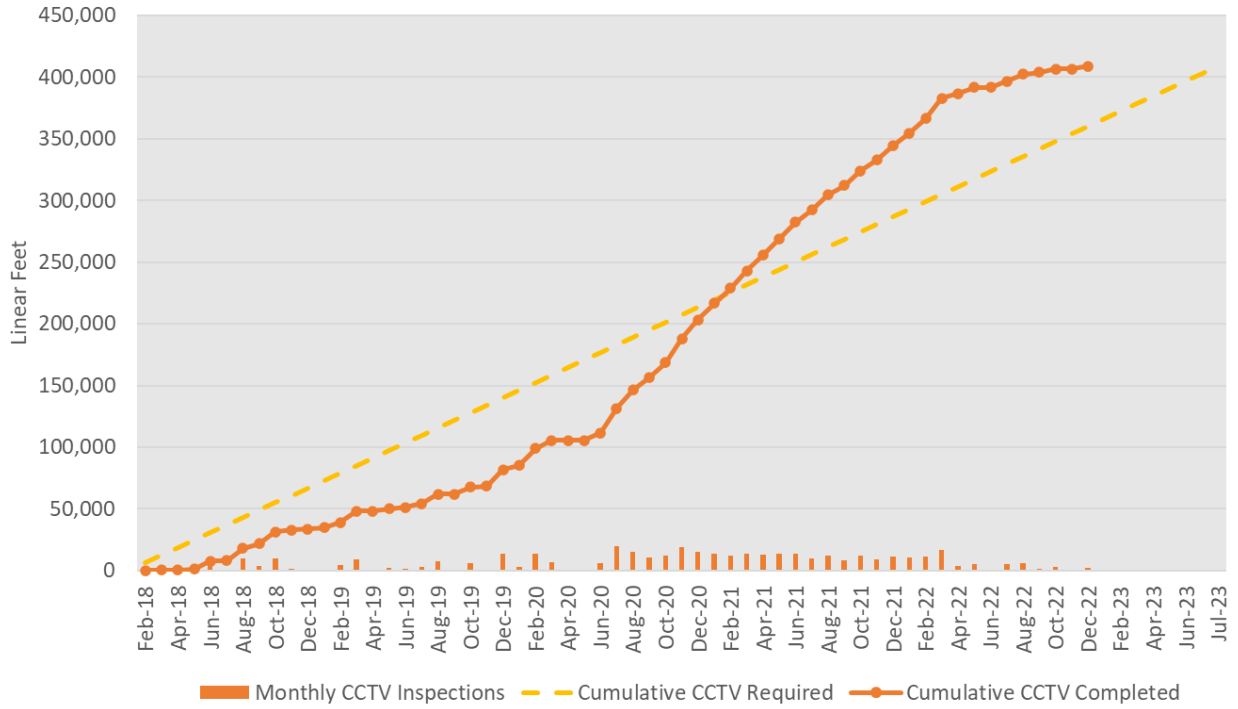


Maintenance Activity: Collection crews responded to 46 service calls in 2022, with private lateral problems being the majority of the calls. The remaining calls were for odor complaints, pump station related problems, backed up plumbing, and rattling manholes. There were 1,679 Underground Service Alerts calls for marking sewer locations for 2022. Collection crews were able to CCTV inspect 69,981 feet of sewer line. The District's root foaming program treated 30,955 feet of problematic lines with roots.



Riverwatch Settlement Agreement Activity: In the beginning of 2020, CAWD accepted a settlement agreement with the NGO (Non-Governmental Organization) California River Watch (CRW). As part of the settlement, CAWD agreed to perform a complete collection system condition assessment. The condition assessment includes the evaluation of all the sewer lines, manholes and pump stations in the District and the results of the condition assessment will be provided in a report to CRW due by the end of 2023. After 2023, all sewer lines with a Pipeline Assessment and Certification Program Rating (PACP) of 3 and above are required to be video inspected every 5 years, and all manholes and the remaining sewer lines inspected every 10 years. See charts below for the system wide total to date of inspected sewer line footage and manholes. Pump station assessments were completed in 2022.

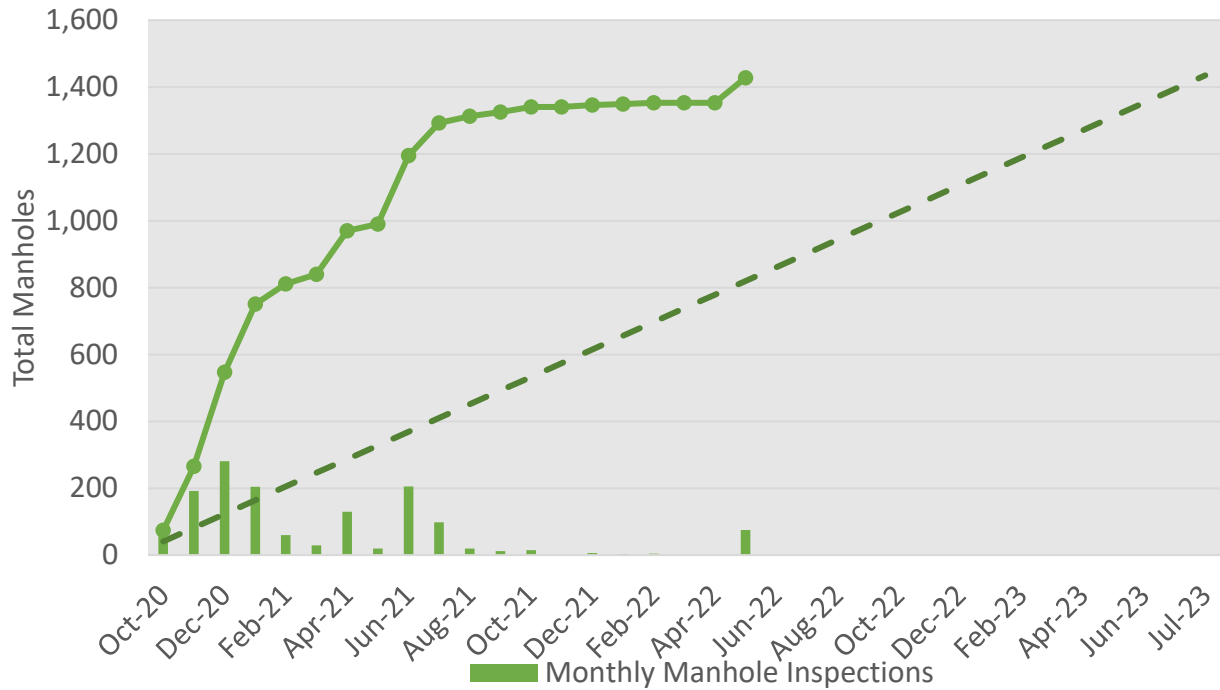
CCTV Progress Graph (River Watch Settlement Agreement Target)



Total Required amount (Linear Feet)	Cumulative Complete (Linear Feet)	Remaining (Linear Feet)
408,672	408,672	0

Manhole Inspection Progress Graph (Riverwatch Settlement Agreement Target)

Total Manholes in District	Completed Manhole Inspections	Remaining Manholes
1,428	1,428	0



Construction Activity:

The surveying and environmental studies were completed for the proposed pump station for the Carmel Meadows Sewer Replacement Project #19-03). When construction of the project is complete, it will eliminate most of the easement lines that run along and over the Carmel River Lagoon. This project is slated to begin construction in budget year 23-24.

Preliminary engineering, environmental investigations and surveying has been completed for the Scenic Road Pipe Bursting Project #20-08. Due to the discovery that there are cultural resources within the alignment of the project, it has been determined that a Coastal Development Permit and a mitigated negative declaration will be required for the project. When completed, this project will replace the sewer line on Scenic from Ocean Avenue to the Bay & Scenic pump station. This project is slated to begin in budget year 22-23.

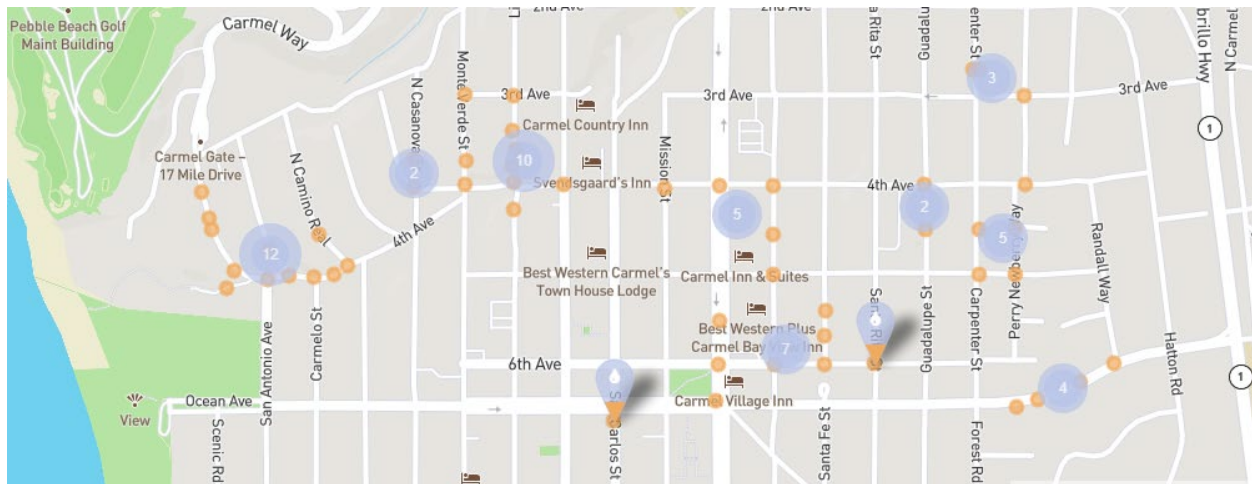
In February 2022, Mocon did an emergency replacement of the sewer main, line segment Q826-R818, that runs along the easement through the property of 26095 Dougherty Place. The old and broken vitrified clay pipe (VCP) was replaced with high density polyethylene pipe (HDPE) using the pipe bursting method. A previous spot repair was attempted at this location in 2014, but due to the existing pipe depth, approximately 30 feet, the repair was called off before completed due to safety concerns.

In early 2022, Rooter King completed 16 planned spot repairs listed in the 2021 Pipeline Spot Repair Project #21-02. Additionally, in 2022, Rooter King did six emergency spot repairs on District sewer main lines. Five were needed because of pipe defects that led to SSO's, and the last was due to a pipe condition that prevented the CCTV equipment from performing its function to complete the CRW requirements.

Coastal Paving was awarded the contract for the 2022 Manhole Frame and Lid Replacement at various locations Project #22-02. This project replaced 32 manhole frame and lids at select locations needing to comply with the CRW order.

Manhole Lining Activity:

In 2022 the District contracted with Express Sewer & Drain to rehabilitate 52 manholes with a monolithic spray-application of a high-build, rigid and solvent-free polyurethane coating to eliminate infiltration, provide corrosion protection, repair voids and enhance structural integrity of the manhole structure. The selected manholes were noted in inspections to be in poor condition and are located on the map below.



The manhole lining process and quality were found to be excellent and the Principal Engineer plans to recommend using this product in the future. There are 263 inspected manholes that have been found to be in poor condition that will need to be replaced or lined in the near future. There are about 40 manholes that are within 200 feet of water bodies that need to be lined in fiscal year 23-24 as part of the CRW agreement.

Other Notable Activity:

In 2019, a new ordinance was passed that required the Private Sewer Lateral (PSL) be inspected and repaired as needed at the sale of the property or for a remodel over \$50,000.00. If the lateral was not inspected and repaired it was flagged as a violation of the Ordinance

2019-01. The District then contacted the homeowner to take the necessary steps to be in compliance.

Year	PSL Compliance Certificate issued
2019	105
2020	335
2021	300
2022	261

In 2022, there were 300 lateral permit inspections and 261 PSL certificate of compliance certificates issued.

Training:

The Collections Department attended all the required safety training in 2022. Staff attended both the California Water Environment Association (CWEA) Annual conference and the California Sanitation Risk Management Authority (CSRMA) Sewer Summit online.

Outside Contracts:

In the Spring and Fall of 2022, Collections staff cleaned the storm drain interceptors and catchment ponds for the city of Carmel-by-the-Sea.

Staff Recognition:

I would also like to congratulate the Collections staff for finishing the year with zero work time lost.

SSO Summary:

SSO#	DATE	SPILL LOCATION	GALLONS SPILLED	GALLONS RECOVERED	CAUSE OF SPILL
SSO#1	6/10/2022	Carmel Meadows	90	0	Grit
SSO#2	9/19/2022	2 nd & Lobos	20	0	Roots
SSO#3	10/06/2022	Pescadero Easement	1,896	0	Roots
SSO#4	10/28/2022	Pescadero Easement	5,625	53	Roots
SSO#5	11/01/2022	Santa Fe & 6 th	129	24	Roots
SSO#6	11/10/2022	Guadalupe & 5 th	131	3	Roots

SSO #1 occurred at manhole S622, in an easement located in Carmel Meadows. This manhole has a history of overflows caused by grit that collects in the main line due to a large sag. This

line segment is scheduled to be replaced during the Carmel Meadows Replacement Project (Project ID #19-03).

SSO #2 occurred at manhole N761, located at 2nd & Lobos. The cause of the overflow was from roots growing into to the lateral from an abandoned lateral connection. An emergency spot repair was done to remove the root and cap off the connection.

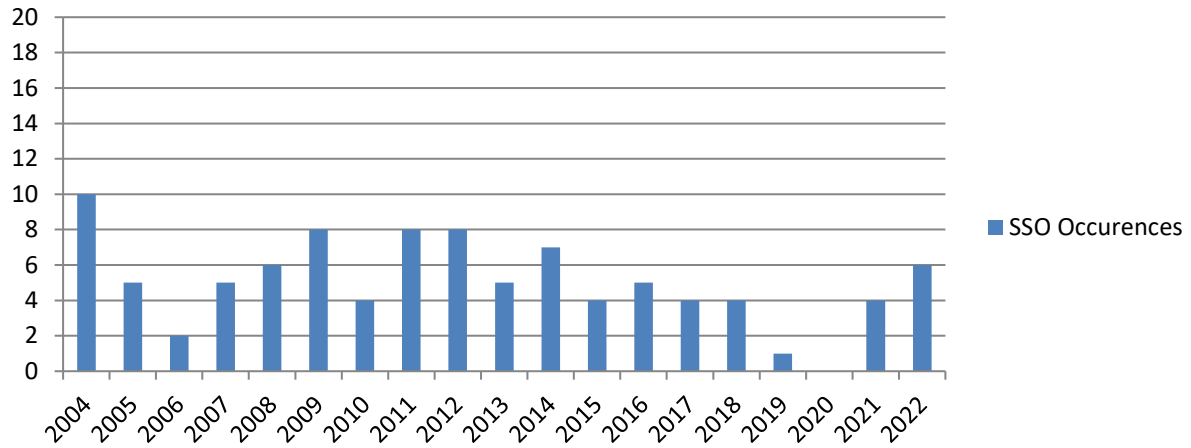
SSO #3 occurred at manhole N602, in an easement located behind Pescadero Road. This manhole has a history of overflows caused by roots in the main line. This line segment is scheduled to be replaced during the Pescadero Creek Area Pipe Relocation Project (Project ID #21-05).

SSO #4 occurred from a private cleanout located at 24656 Pescadero Rd, in an easement located behind Pescadero Road. This line segment has a history of overflows caused by roots in the main line. Three emergency spot repairs were made in line segment N602-N604 at lateral connections where roots were growing into the lateral. This line segment is scheduled to be replaced during the Pescadero Creek Area Pipe Relocation Project (Project ID #21-05).

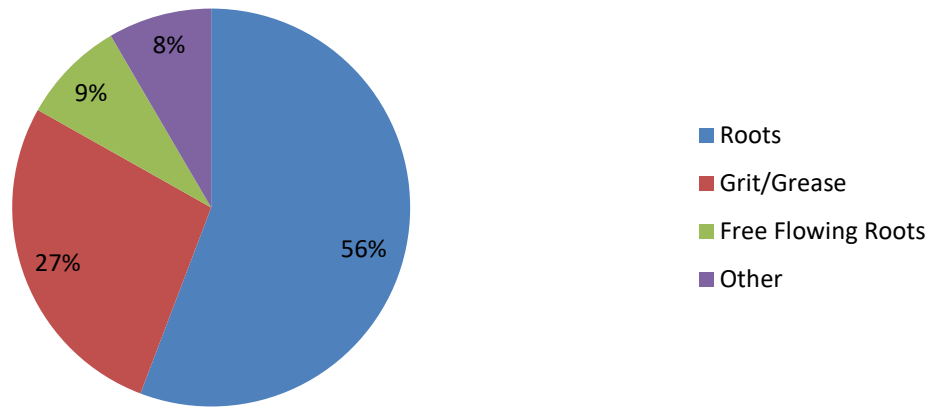
SSO #5 occurred at 2 NW of 6th on Santa Fe. Line segment O778-O779 was where a root blockage occurred, the sewer line was backed up and spilled out of the SRV Sewer Relief Valve (SRV) into the side yard of the property. This line segment has been added to the high frequency cleaning route until the replacement is made.

SSO #6 occurred at 4 NE of 5th on Guadalupe. Line segment O767-O768 was where a root blockage occurred, the sewer line was backed up and spilled out of the SRV into the front yard of the property. This line segment has been added to the high frequency cleaning route until the replacement is made.

Sewer Main SSO History



Cause of Spills Since 2004



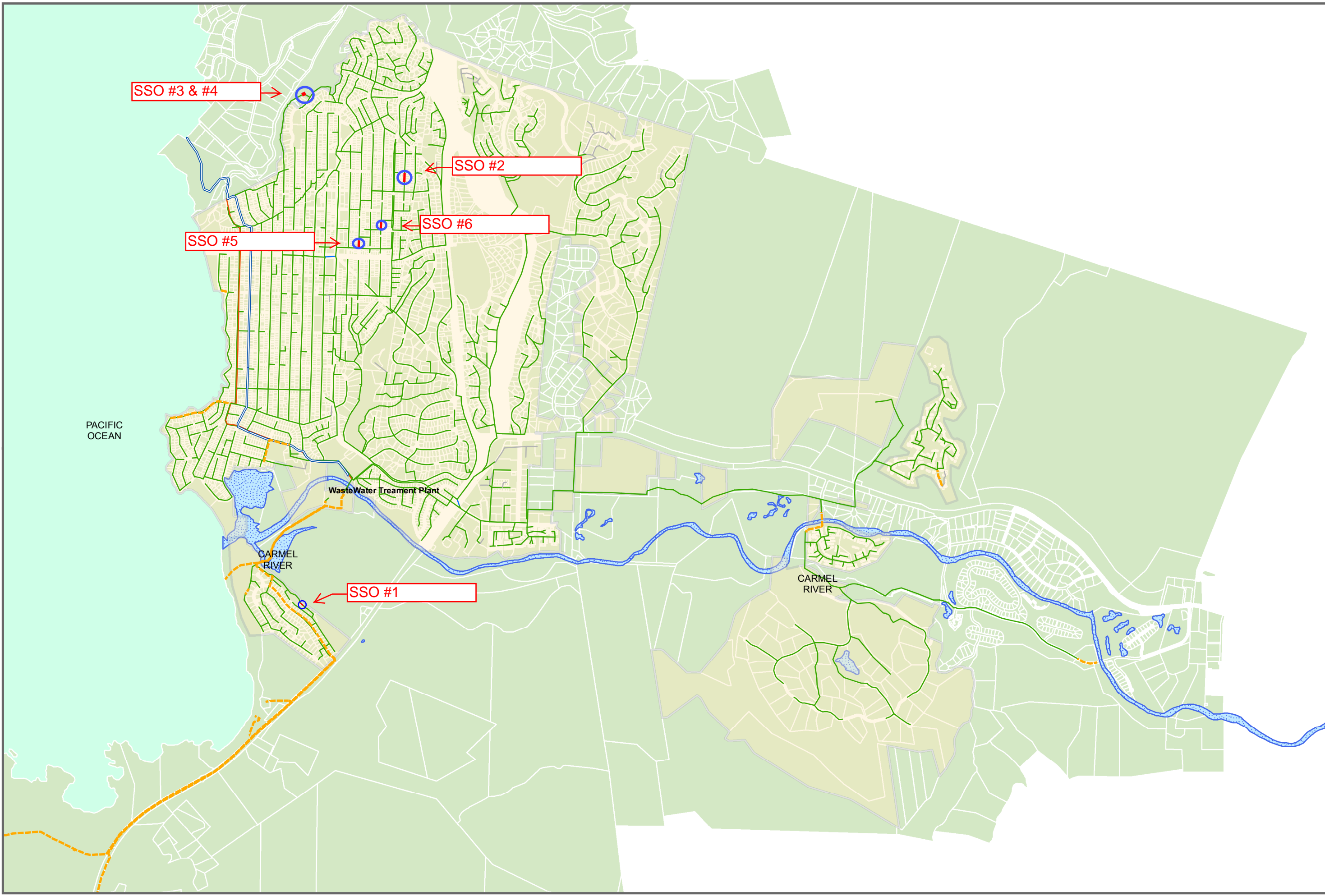
Attached: 2022 Map of all spill locations

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

Carmel Area Wastewater District
 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
(S/C Admin Dias)

Date: January 26, 2023

Subject: Monthly Safety Report (for December 2022)



RECOMMENDATION

Receive Report- Informational only; no action required

DISCUSSION

Safety & Training

- **Dec 8- Tailgate Training; Safety and Eyewash/Shower Stations.** Chris Foley, Maintenance Superintendent and Seth Steele-Freitas, Collections/Maintenance Worker, gave a tailgate talk on eyewash safety. Over the last several months ten eyewash stations have been installed or upgraded. The stations are combination units with both eyewashes and a shower. It was emphasized that the goal is always wear the proper protective equipment and to use proper procedures so that eyewash stations will not be needed in the first place. See Ongoing Safety Improvement section below for more details.
- **Dec 21- Required Ladder Safety Training:** S/C Admin Dias provided periodic training for portable ladders. Falls from ladders are a leading cause of workplace injuries. The District has 41 ladders at the plant. The California Division of Occupational Safety and Health requires training on specific ladder safety topics including proper selection, inspection and use. A training video was shown. After the video a hands-on demonstration of different types of ladders was given.
- **Dec 28- Tailgate Training; Plant Stormwater System.** With large storms imminent, S/C Admin Dias provided a refresher on the design and function of the onsite stormwater system and what to expect if a 100-year storm event occurred at the plant.

Key points included: (1) The access and perimeter roads of the Waste Water Treatment Plant (WWTP) site are at a higher elevation than the internal areas of the plant so they effectively serve as a containment berm. Therefore, these roads contain all the stormwater water generated from rainfall on the interior of the site. No other sources of stormwater enter the site unless the river floods into the plant. (2) The stormwater system underwent a major upgrade during Phase I. A new pump station and stormwater gate was installed. Now, instead of flowing into the lagoon, all rain falling on the site is captured and is pumped to front of the plant where it goes through the full treatment process. 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. (3) Since Feb 2017 stormwater have been captured and pumped back to headworks for full treatment.

Ongoing Safety Improvements

Maintenance Superintendent Chris Foley and S/C Admin Dias continued to implement safety improvements and seek input from the operations crew and the Safety Committee. Activities finalized in December included:

- **Emergency Shower/Eye-wash station installation and upgrades.** Over the last several months ten eyewash stations were installed or upgraded. The final station was installed in December. First priority was given to eyewash stations where the most corrosive chemicals are used. Second priority was given to locations where less dangerous chemicals are used. The last station to be installed was in the shop and collections area to address a wide range of possible scenarios including grinding, welding, aerosol sprays, fuel spills, etc. A key upgrade was to install sensitive flow meters connected to the plant's alarm system. In an emergency, if an exposed or injured employee had to use a station, they may not be able to call for help. The flow of water will now trigger an alarm, sound the plant's alarm horn, and show the location of the station on the alarm screen. Coworkers would be able to respond and assist as needed. Monthly tests of the stations are conducted.

Tours and Outreach

- **Tours.** Tours remain on temporary hold while several areas of the plant are being impacted by Phase II construction activities. Progress was made on developing virtual tours. Additional wireless broadcast stations were purchased and installed so an uninterrupted signal will be available along the entire tour route. A simplified tour will be beta-tested with a local school in January. A recorded tour is the first deliverable and is under development.

Once a pre-recorded tour is developed, full live virtual tours will be given as requested.

Injuries; First Aid Incidents; Workers Compensation Claims

There were no first aid injuries or workers comp cases in December. The final matrix for 2022 is below.

	Work Related Injuries and Illnesses for 2022 Calendar Year				
TYPE	New Incidents (Month)	Total Incidents (Year)	Total Days Away from Work (Year)	Total Days of Job Restriction (Year)	Cumulative days lost (Year)
OSHA Injuries	0	1	1	116	1
OSHA Illnesses	0	4	0	0	0
Other WC Claims	0	0	0	0	0
First Aid (non-OSHA)	0	4	0	0	0

FUNDING

N/A- Informational item only

Wastewater Treatment Facility Operations Report

Report for: December 2022	HYDRAULIC LOADINGS					2022 YEAR-TO-DATE	
	Total Monthly, MG	Avg. Daily, MGD	Min Daily, MGD	Max Daily, MGD	% of Total	MG	acre-feet
CAWD Flow	33.771	1.090	0.747	2.293	58.263	291.44	893.98
PBCSD Flow	24.192	0.780	0.391	1.809	41.737	148.69	456.10
Total Plant Flow	57.963	1.870	1.138	4.102	100.00	440.13	1350.09
Tertiary Flow	36.035	1.162	0.795	1.313	62.169	349.06	1070.74
Ocean Discharge	21.500	0.691	0.096	3.184	37.093	90.43	277.39
Potable Water	0.000	0.000	0.000	0.000	0.000	1.732	5.313

TERTIARY PROCESS HISTORY

Total Annual Reclamation Production (2022)	349.06MG (1070.74acre-ft.)
Total Lifetime Reclamation Production (94-22)	9.24 BG (28.37 K acre-ft.)
12 Month Rolling Total Reclamation Production	349.06 MG (1071.27 acre-ft.)

ELECTRICAL COSTS

Monthly Totals	Dec'22 kWh	Price per kWh	Dec'22	Nov'22	Oct'22	Sep'22
Secondary	109,445.00	\$ 0.207	\$ 22,608.37	\$ 20,217.64	\$ 19,148.64	\$ 21,517.93
Blowers	53,738.00	\$ 0.190	\$ 10,196.01	\$ 10,482.05	\$ 9,363.99	\$ 11,415.30
CAWD Total	163,183.00		\$ 32,804.38	\$ 30,699.69	\$ 28,512.63	\$ 32,933.23
Tertiary	91,198.24	\$ 0.219	\$ 19,953.86	\$ 16,183.46	\$ 16,189.86	\$ 20,917.38
MF/RO	109,777.00	\$ 0.219	\$ 24,003.19	\$ 24,511.97	\$ 19,032.17	\$ 20,763.27
Reclaim Total	200,975.24		\$ 43,957.05	\$ 40,695.43	\$ 35,222.03	\$ 41,680.65
Adjusted Monthly Totals (1)	CAWD Total		\$ 20,227.10	Reclamation Total		\$ 56,534.33

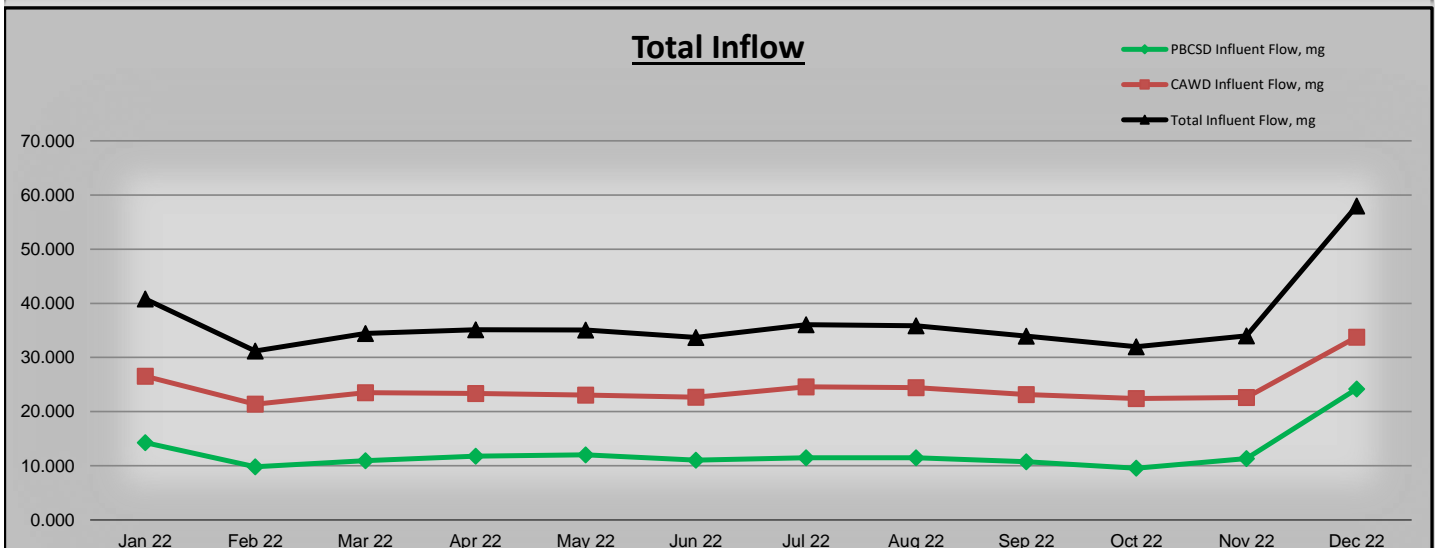
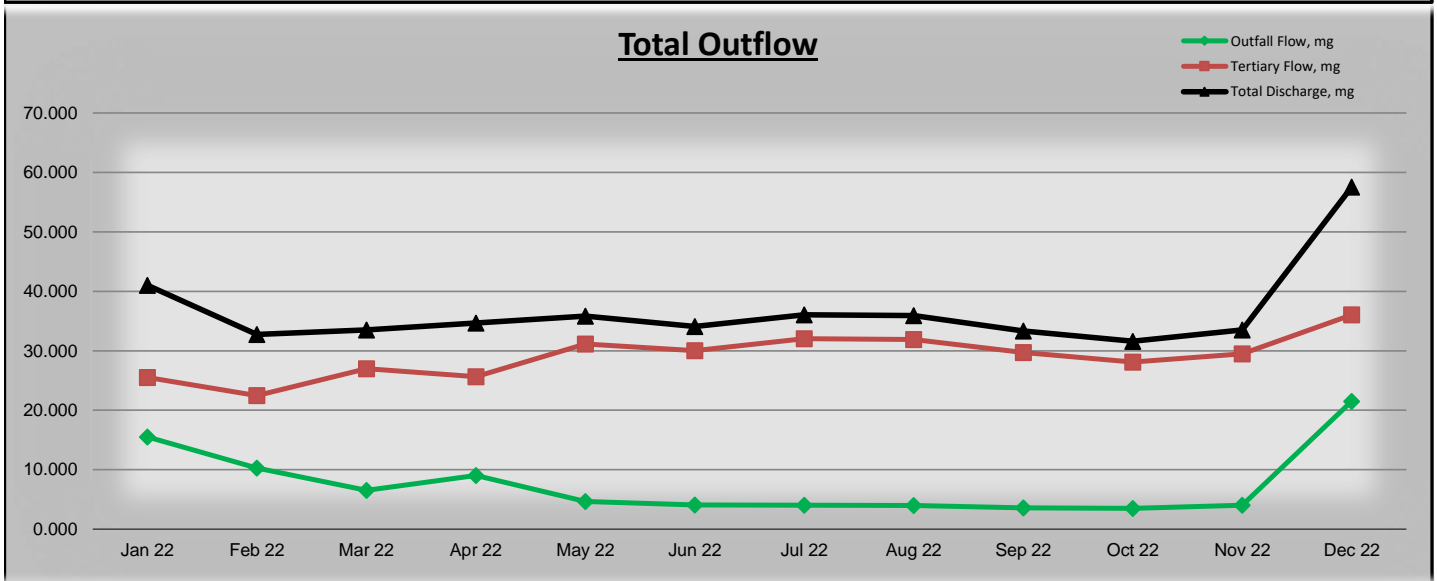
	2021				2022			
	1 QTR	2 QTR	3 QTR	4 QTR	1 QTR	2 QTR	3 QTR	4 QTR
CAWD	1453.87	1327.64	1298.73	1681.53	1409.48	1577.57	1448.51	1206.68
Reclamation	1984.84	1939.79	1682.65	1887.92	2190.20	1984.97	1885.30	1907.67

MICROTURBINE SUMMARY

Month	Dec '22 kW-h (2)	Nov'22	Oct'22	Sep'22	Accumulated Totals
Production, kW-h	5,817	10,147	20,420	18,825	1,293,111.00

(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) Micro Turbine back on-line 12/16/2022 after repair by vendor



Wastewater Treatment Facility Operations Report

	HYDRAULIC LOADINGS					2022 YEAR-TO-DATE	
Report for: November 2022	Total Monthly, MG	Avg. Daily, MGD	Min Daily, MGD	Max Daily, MGD	% of Total	MG	acre-feet
CAWD Flow	22.641	0.718	0.665	1.189	66.587	257.67	790.39
PBCSD Flow	11.361	0.379	0.286	0.851	33.413	124.50	381.90
Total Plant Flow	34.002	1.097	0.951	2.040	100.00	382.17	1172.29
Tertiary Flow	29.480	0.983	0.754	1.243	86.701	313.03	960.20
Ocean Discharge	4.016	0.134	0.092	0.294	11.811	68.93	211.44
Potable Water	0.000	0.000	0.000	0.000	0.000	1.732	5.313

TERTIARY PROCESS HISTORY

Total Annual Reclamation Production (2022)	313.03MG (960.20acre-ft.)
Total Lifetime Reclamation Production (94-22)	9.21 BG (28.26 K acre-ft.)
12 Month Rolling Total Reclamation Production	350.87 MG (1076.82 acre-ft.)

ELECTRICAL COSTS

Monthly Totals	Nov'22 kWh	Price per kWh	Nov'22	Oct'22	Sep'22	Aug'22
Secondary	99,305.00	\$ 0.204	\$ 20,217.64	\$ 19,148.64	\$ 21,517.93	\$ 24,363.59
Blowers	54,821.04	\$ 0.191	\$ 10,482.05	\$ 9,363.99	\$ 11,415.30	\$ 12,430.57
CAWD Total	154,126.04		\$ 30,699.69	\$ 28,512.63	\$ 32,933.23	\$ 36,794.16
Tertiary	80,061.00	\$ 0.202	\$ 16,183.46	\$ 16,189.86	\$ 20,917.38	\$ 20,649.74
MF/RO	107,867.00	\$ 0.227	\$ 24,511.97	\$ 19,032.17	\$ 20,763.27	\$ 22,362.14
Reclaim Total	187,928.00		\$ 40,695.43	\$ 35,222.03	\$ 41,680.65	\$ 43,011.88
Adjusted Monthly Totals (1)	CAWD Total		\$ 18,840.29	Reclamation Total		\$ 52,554.83

kW-h Per Acre Foot

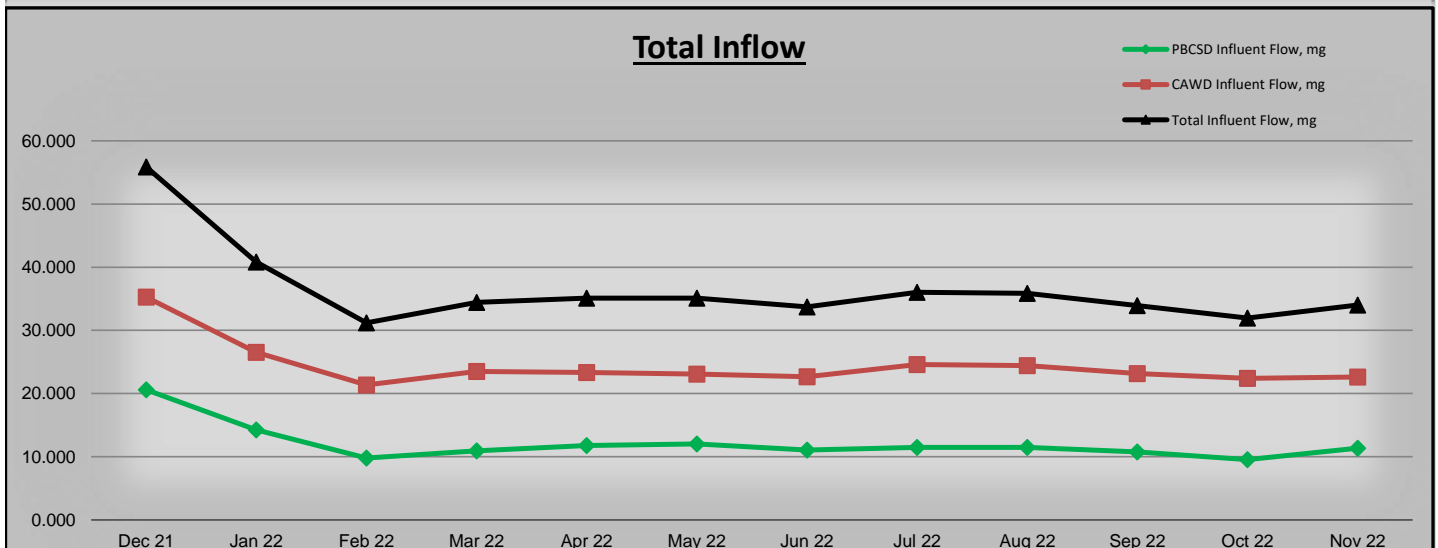
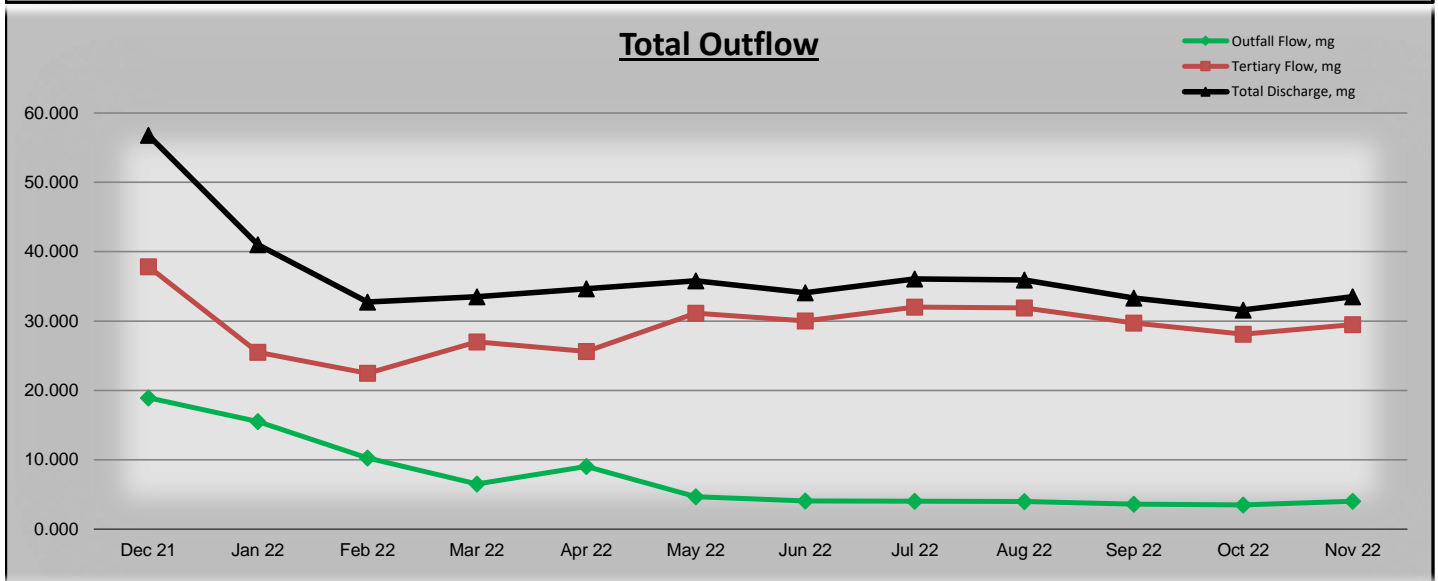
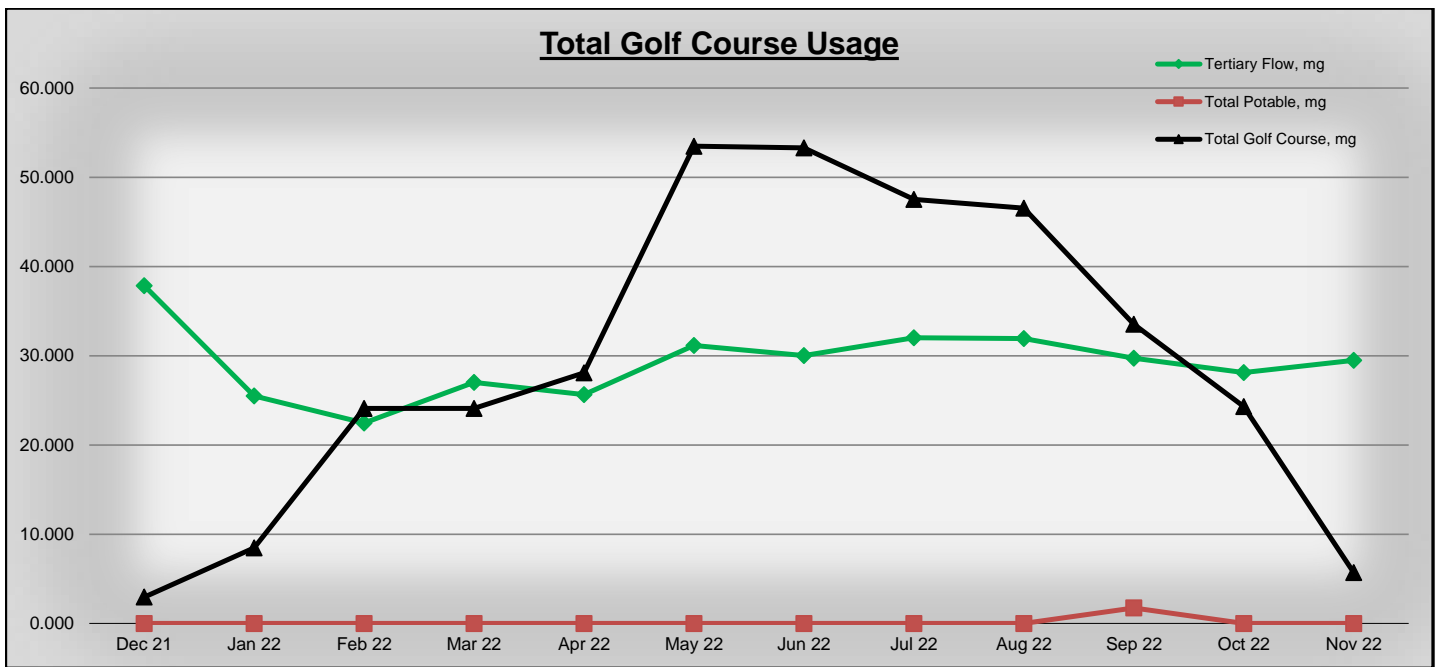
	2021				2022			
	1 QTR	2 QTR	3 QTR	4 QTR	1 QTR	2 QTR	3 QTR	4 QTR
CAWD	1453.87	1327.64	1298.73	1681.53	1409.48	1577.57	1448.51	N/A
Reclamation	1984.84	1939.79	1682.65	1887.92	2190.20	1984.97	1885.30	N/A

MICROTURBINE SUMMARY

Month	Nov '22 kW-h (2)	Oct'22	Sep'22	Aug'22	Accumulated Totals
Production, kW-h	10,147	20,420	18,825	12,231	1,287,294.00

(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) Micro Turbine off-line on 11/18/2022 due to fault code. Scheduling vender to repair.



Wastewater Treatment Facility Operations Report

Report for: October 2022	HYDRAULIC LOADINGS					2022 YEAR-TO-DATE	
	Total Monthly, MG	Avg. Daily, MGD	Min Daily, MGD	Max Daily, MGD	% of Total	MG	acre-feet
CAWD Flow	22.411	0.723	0.680	0.747	70.120	235.03	720.94
PBCSD Flow	9.550	0.308	0.273	0.369	29.880	113.14	347.05
Total Plant Flow	31.961	1.031	0.953	1.116	100.00	348.16	1067.98
Tertiary Flow	28.117	0.907	0.708	1.065	87.973	283.55	869.77
Ocean Discharge	3.489	0.113	0.079	0.130	10.916	64.91	199.12
Potable Water	0.000	0.000	0.000	0.000	0.000	1.732	5.313

TERTIARY PROCESS HISTORY

Total Annual Reclamation Production (2022)	283.55MG (869.77acre-ft.)
Total Lifetime Reclamation Production (94-22)	9.18 BG (28.17 K acre-ft.)
12 Month Rolling Total Reclamation Production	351.24 MG (1077.96 acre-ft.)

ELECTRICAL COSTS

Monthly Totals	Oct'22 kWh	Price per kWh	Oct'22	Sep'22	Aug'22	Jul'22
Secondary	93,721.00	\$ 0.204	\$ 19,148.64	\$ 21,517.93	\$ 24,363.59	\$ 27,495.20
Blowers	47,680.32	\$ 0.196	\$ 9,363.99	\$ 11,415.30	\$ 12,430.57	\$ 12,078.74
CAWD Total	141,401.32		\$ 28,512.63	\$ 32,933.23	\$ 36,794.16	\$ 39,573.94
Tertiary	77,180.08	\$ 0.210	\$ 16,189.86	\$ 20,917.38	\$ 20,649.74	\$ 21,993.08
MF/RO	81,827.00	\$ 0.233	\$ 19,032.17	\$ 20,763.27	\$ 22,362.14	\$ 23,087.91
Reclaim Total	159,007.08		\$ 35,222.03	\$ 41,680.65	\$ 43,011.88	\$ 45,080.99
Adjusted Monthly Totals (1)	CAWD Total		\$ 17,571.79	Reclamation Total		\$ 46,162.87

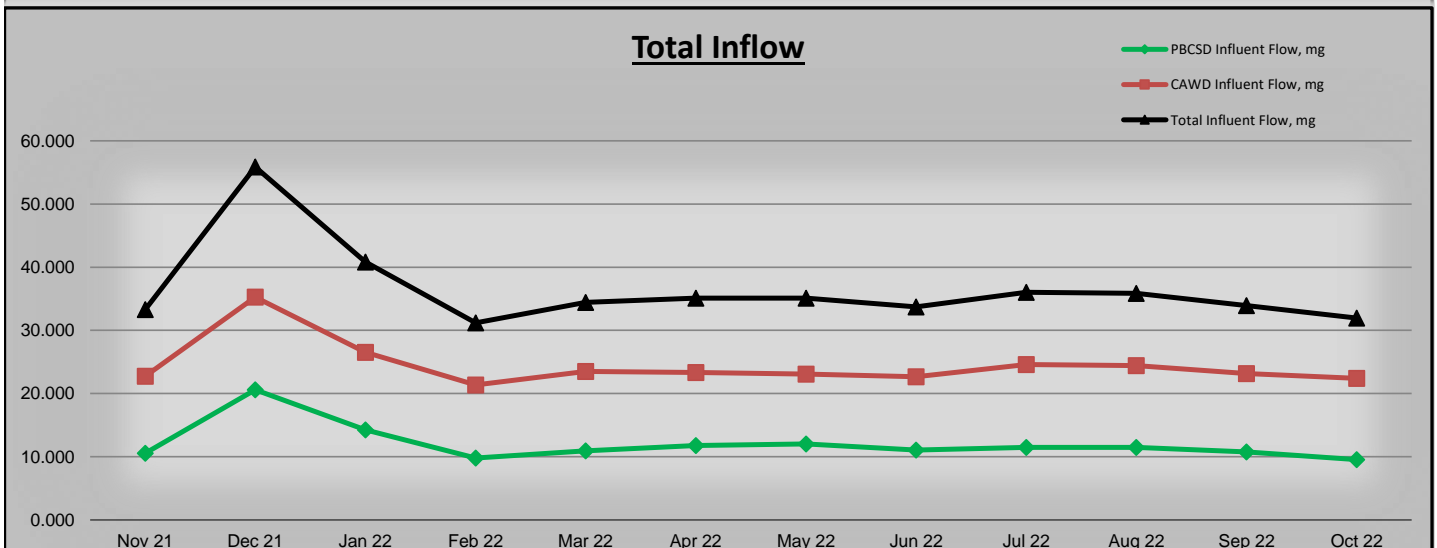
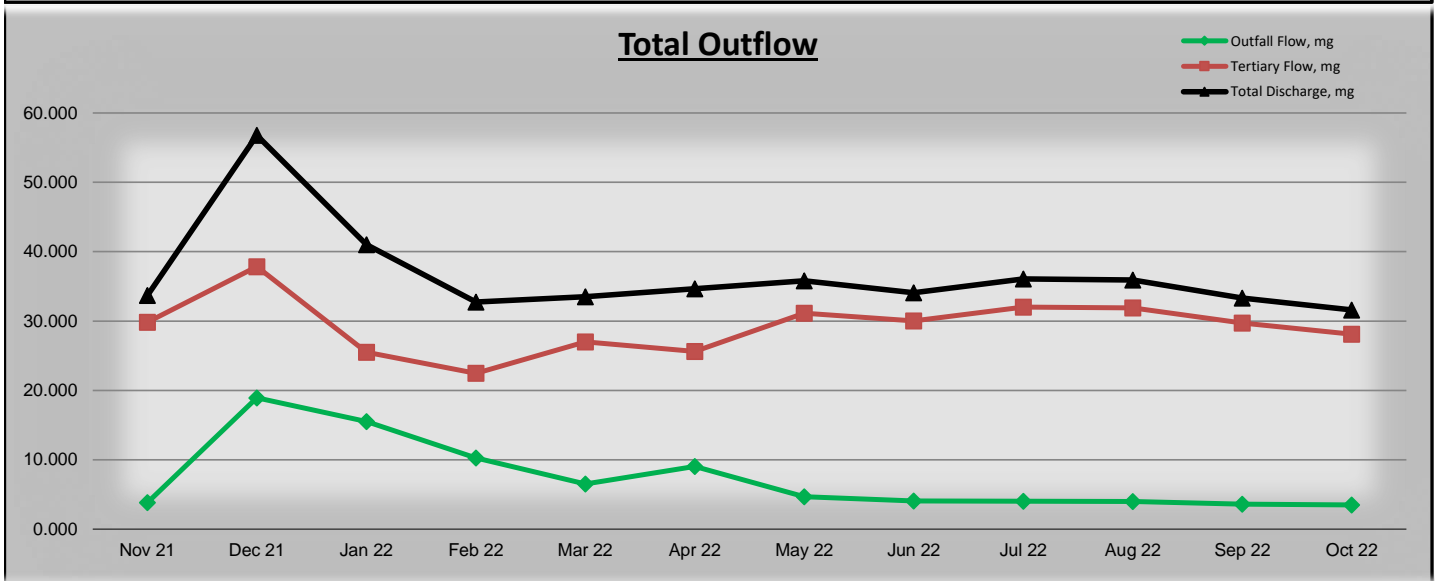
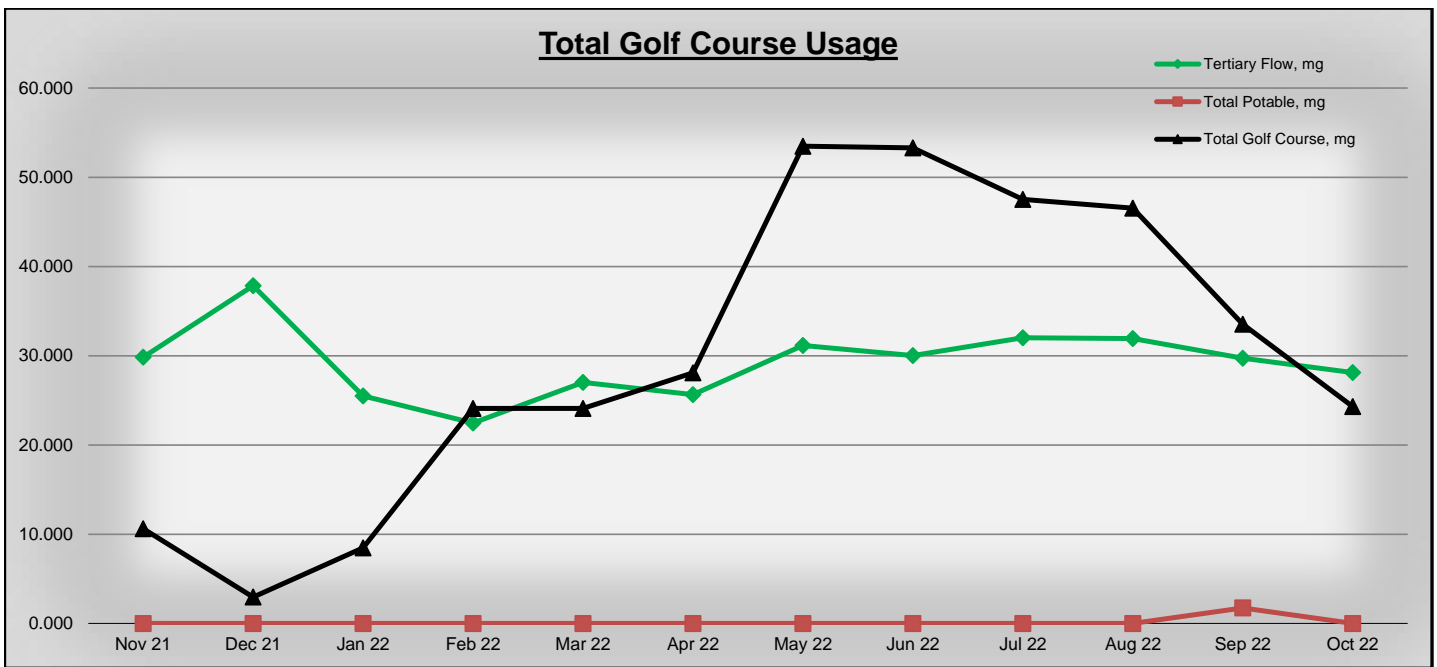
kW-h Per Acre Foot

	2021				2022			
	1 QTR	2 QTR	3 QTR	4 QTR	1 QTR	2 QTR	3 QTR	4 QTR
CAWD	1453.87	1327.64	1298.73	1681.53	1409.48	1577.57	1448.51	N/A
Reclamation	1984.84	1939.79	1682.65	1887.92	2190.20	1984.97	1885.30	N/A

MICROTURBINE SUMMARY

Month	Oct '22 kW-h	Sep'22	Aug'22	Jul'22	Accumulated Totals
Production, kW-h	20,420	18,825	12,231	0	1,277,147.00

(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.



STAFF REPORT



To: Board of Directors

From: Ray De Ocampo - Laboratory/Environmental Compliance Supervisor

Date: January 26, 2023

Subject: Monthly Report – December 2022

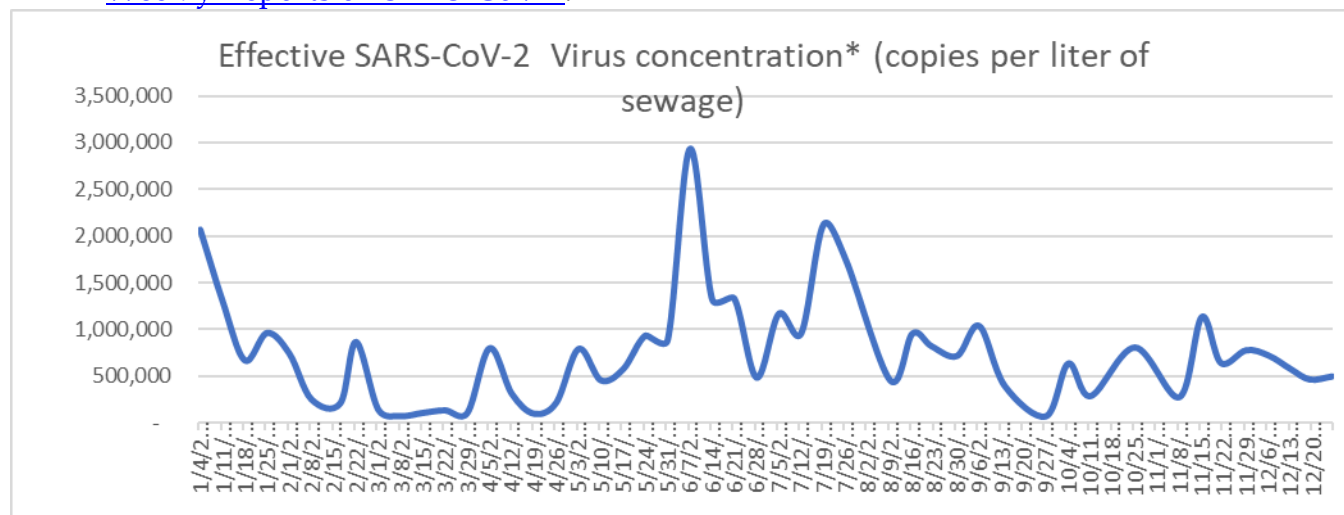
RECOMMENDATION

Receive Report - Informational only; No action required.

DISCUSSION

LABORATORY REPORT

- Biobot Analytics continues to provide COVID-19 analysis for Carmel Area Wastewater District (CAWD) composite samples of the Influent Pump Station. Biobot samples are available upon request and can also be viewed on the CAWD website: [Biobot Analytics Weekly Reports on SARS-CoV-2](#).



* Effective virus concentration value is derived by adjusting the raw virus concentration to account for dilution & other factors (copies per liter of sewage)

- On December 5, 2022, The Ion Chromatography system (ICS), ICS computer and ICS 3000 sensing unit developed a communication problem. Staff contacted Exceedio to checked connectivity of the system. Exceedio discover that due to the age of the IC System (purchased in 2009) there is no longer manufacture support of the system and recommended replacement of the ICS unit. The Laboratory Staff will be sending the required sample analysis out to a contract Laboratory if the ICS completely fails before a new unit is purchased and operational.

ENVIRONMENTAL COMPLIANCE REPORT

- Staff completed a list of restaurants to determine whether or not those restaurants have sewer relief valves (SRV) these results are to be reported to the Source Control Task committee.

Restaurant Inspections

Restaurant	Compliant	Reason for Non-Compliance	Comments
Basil	Yes		
Carmel Belle	Yes		
Enzo Ristorante	Yes		
The Noodle Palace	Yes		
Pasta Palate	Yes		
Starbucks	Yes		
Carmel Craft Brewing Company	Yes		
Wedgewood Wedding Banquet	Yes		
Hanagasa	Yes		
Pieces of Heaven	Yes		
Robata Sushi Grill	Yes		
Café Luna	Yes		
Promesa	Yes		

Grocery Store/Delicatessen Inspections

Grocery Store/Delicatessen	Compliant	Reason for Non-Compliance	Comments
5 th Avenue Deli	Yes		

Compliance Register

% Compliance	Maintenance	Mechanical
October 2022	100	100
November 2022	100	100
December 2022	100	100

Project Number	GL	Task Name	Manager	Start	Finish	Current FY Budget	Cumulative Budget	Status	21	2022			2023		2024			20
									H2	H1	H2	H1	H2	H1	H2	H1		
Projects Implementation Plan Schedule																		
<u>Treatment Plant Capital Projects</u>																		
18-01	1620.000	Elec/Mech Rehab and Sludge Holding Tank Replacement Project	Treanor	4/30/18	9/29/23	\$4,820,750	\$9,137,431	In Construction	Tank Replacement Project									
18-28	1626.000	Perimeter Tree Plan and Implementation	Treanor	7/1/19	6/30/26	\$75,000	\$130,020	Planning Stakeholder Meeting	Perimeter Tree Plan and Implementation									
19-21	1993.000	Carmel River FREE Mitigation	Treanor	6/1/20	11/29/24	\$0	\$0	Pending Funding	Carmel River FREE Mitigation									
19-19	1634.000	Aeration Basin Improvements	Waggoner	7/1/20	6/30/22	\$0	\$17,332	On Hold Until Spring 2023	Improvements									
19-18	1593.000	Perimeter Fencing	Treanor	7/1/22	10/13/23	\$275,000	\$275,000	Design/CEQA	Perimeter Fencing									
22-03	1639.000	WWTP Gas and Water Main Replacement	Treanor	5/2/22	6/28/24	\$100,000	\$300,000	In Study Phase	WWTP Gas and Water Main Replacement									
22-04	5500.006	CAWD Bridge and Trail Project	Treanor	3/1/21	2/29/28	\$0	\$550	Funding Strategy	CAWD Bridge and Trail Project									
22-06	1640.000	Vactor Receiving Station	Treanor	7/1/22	8/29/24	\$104,950	\$354,950	Design Phase	Vactor Receiving Station									
<u>Reclamation Capital Projects</u>																		
18-26	14777	Sulfuric Acid and Citric Acid Storage and Feed Systems	Treanor	1/1/19	12/30/22	\$334,000	\$455,923	In Construction	Storage and Feed Systems									
21-09	14776	SCADA Migration	Foley	11/1/21	10/31/22	\$80,000	\$179,075	Complete	SCADA Migration									
22-05	14794	Reclamation 15-Year CIP Master Plan	Treanor	8/2/22	12/29/23	\$300,000	\$300,000	In Progress	Reclamation 15-Year CIP Master Plan									
<u>Collections Capital Projects</u>																		
19-03	1586.000	Carmel Meadows Sewer Replacement	Lather	8/1/19	1/17/25	\$2,000,000	\$2,471,949	Permitting	Meadows Sewer Replacement									
20-07	1636.000	Bay/Scenic Pump Station Rehabilitation	Lather	12/31/20	6/30/24	\$650,000	\$680,892	In Design	Bay/Scenic Pump Station Rehabilitation									
20-08	1635.000	Scenic Rd Pipe Bursting - Ocean to Bay	Lather	2/5/21	6/28/24	\$3,500,000	\$3,731,786	In Design / CEQA	Scenic Rd Pipe Bursting - Ocean to Bay									
21-05	1637.000	Pescadero Sewer Relocation	Lather	7/1/21	6/30/25	\$100,000	\$1,689,236	In Design	Pescadero Sewer Relocation									
22-07		Emergency Lorca Lane Sewer Relocation	Lather	8/30/22	1/31/23	\$175,000	\$0	In Progress	Emergency Lorca Lane Sewer Relocation									
23-01		Santa Rita & Guadalupe Pipeline Rehab	Lather	1/1/23	6/30/23	\$0	\$0	Pending	Santa Rita & Guadalupe Pipeline Rehab									
20-06		Collections 15-Year CIP	Lather	7/1/20	7/1/40	\$0	\$62,899,430	Work In Progress	Collections 15-Year CIP									
<u>Collections Non-Capital Projects</u>																		
20-05		River Watch Agreement	Lather	2/21/20	2/21/24	\$0	\$0	Work In Progress	River Watch Agreement									
21-06	6140.005	Manhole Rehabilitation	Lather	7/1/22	6/29/23	\$300,000	\$362,300	Complete	Manhole Rehabilitation									
23-02		22-23 Pipeline Spot Repair	Lather	1/2/23	6/30/23	\$150,000	\$150,000	In Design	22-23 Pipeline Spot Repair									
<u>Assessment Districts/Annexations</u>																		
19-09	5500.005	2021 Sphere of Influence Amendment and Annexation Proposal	Lather	3/15/19	3/1/23	\$0	\$73,675	In process of obtaining CDP Ammendment for annexations in coastal zone	SOI and Annexation Proposal									
18-21	1631.000/2505.000	Corona Road Assessment District	Lather	8/2/18	3/15/24	\$0	\$0	In Design / CEQA	Assessment District									
19-08	1632.000	Carmel Valley Manor Pipeline and Pump Station	Lather	7/3/18	2/15/24	\$0	\$0	In Construction	Pipeline and Pump Station									

Project Number	GL	Task Name	Manager	Start	Finish	Current FY Budget	Cumulative Budget	Status	21	2022			2023		2024		20	
									H2	H1	H2	H1	H2	H1	H2	H1		
18-29	9095.000	September Ranch Subdivision	Lather	9/1/22	8/30/24	\$0	\$0	Development Pending										
		Rancho Cañada Village Subdivision	Lather	3/1/23	2/27/25	\$0	\$0	In Design by Property Owner										
		<u>Other Non-Capital Projects</u>																
		Workforce Now	Foley			\$0	\$0	Implementation										
		Real Property Investigation	Buikema			\$75,000	\$75,000	Ongoing										
		Cyber Security	Foley			\$17,000	\$17,000	Ongoing										
		Lean Six Sigma	Buikema			\$0	\$0	Green Belt Level Training and Certification										
22-01	5500.006	Long Term SLR Planning	Buikema / Treanor	5/3/21	2/29/40	\$260,000	\$1,400,000	In Progress										

Treatment Plant Capital Project Summaries



Photo: New Sludge Tank Under Construction

Project Number:	18-01	
Project Name:	Wastewater Treatment Plant (WWTP) – Elec/Mech Rehab & Sludge Holding Tank Replacement Project	
Project Location:	Wastewater Treatment Plant	
Project Manager:	Treanor	
Status:	In Construction	
Project Description:	This 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	
Financial:	Cumulative Budget:	Cumulative Spent:
	\$9,137,431	\$5,828,938
Financial:	FY Budget:	FY Spent:
	\$4,820,750	\$1,301,675
Reclamation Share:	Estimated at 2.7% of project cost.	
Other Entities:	Pebble Beach Community Services District, CAWD/PBCSD Reclamation Project	
Permits Required:	Coastal Commission Notification	
Challenges:	Electrical Equipment Supply Chains	
Schedule:	<ul style="list-style-type: none"> Construction anticipated for FY21/22 into FY22/23 	
Consultants:	Design: Kennedy/Jenks Consultants Construction Management: Currie Engineers	
Contractor:	Clark Bros. Inc.	



Photo: Eucalyptus trees on South Side of Treatment Plant

Project Number:	18-28	
Project Name:	Perimeter Tree Plan and Implementation	
Project Location:	Wastewater Treatment Plant	
Project Manager:	Treanor	
Status:	Planning Stakeholder Meeting	
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 a 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 a different type of tree screening. The purpose is to improve security around plant perimeter.	
Department:	Treatment	
Financial:	Cumulative Budget:	Cumulative Spent:
	\$130,020	\$5,020
Financial:	FY Budget:	FY Spent:
	\$75,000	\$0
Reclamation:	N/A	
Other Entities:	N/A	
Permits Required:	Currently unknown (In Study Phase)	
Challenges:	Time it will take for new trees to grow up that will fully screen treatment plant from view	
Schedule:	<ul style="list-style-type: none"> Study moved to 2023; anticipate completion 06-30-26 	
Consultants:	Scott Hall Landscape Design	
Contractor:	TBD	

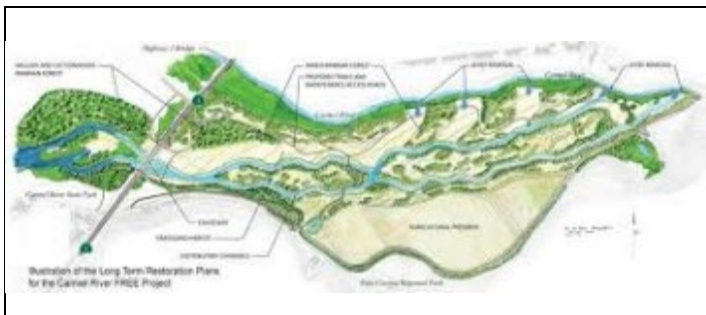


Photo: Carmel River Floodplain Restoration and Environmental Enhancement (CRFREE)

Project Number:	19-21	
Project Name:	Carmel River Floodplain Restoration & Environmental Enhancement (CRFREE) Mitigation	
Project Location:	Carmel River Lagoon	
Project Manager:	Trenor	
Status:	Pending Funding	
Project Description:	The CRFREE Project intends to create a new river channel in the Carmel River lagoon floodplain, which will significantly impact existing wastewater pipelines that 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.	
Department:	Engineering	
Financial:	Coastal Conservancy Grant Budget: \$750,000	Cumulative Spent: \$618,569 FY Spent: \$0
** Project is being funded by CRFREE initiated grants		
Reclamation Share:	N/A	
Other Entities:	Monterey County	
Permits Required:	Coastal Commission, CA Fish and Wildlife, Army Corp of Engineers, Reginal Water Quality Control Board (RWQCB)	
Challenges:	Construction near environmentally sensitive habitat and obtaining new easement from State Parks	
Schedule:	<ul style="list-style-type: none"> Construction anticipated in 2024 	
Consultants:	Design: Kennedy Jenks and Staheli Trenchless CEQA: Johnson Marigot	
Contractor:	TBD	



Photo: Existing air diffuser system

Project Number:	19-19	
Project Name:	WWTP – Aeration Basin Improvements	
Project Location:	Wastewater Treatment Plant	
Project Manager:	Waggoner	
Status:	On Hold Until Spring 2023	
Project Description:	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.	
Department:	Treatment	
Financial:	Cumulative Budget: \$17,332 FY Budget: \$0	Cumulative Spent: \$17,332 FY Spent: \$0
Reclamation Share:	N/A	
Other Entities:	N/A	
Permits Required:	N/A	
Challenges:	Weather conditions and Scheduling	
Schedule:	<ul style="list-style-type: none"> Design is complete Materials ordered and received Construction anticipated for 2023 	
Consultants:	N/A	
Contractor:	N/A	



Photo: Existing Dilapidated Fence

Project Number:		19-18
Project Name:		Perimeter Fencing
Project Location:		Wastewater Treatment Plant
Project Manager:		Treanor
Status:		Design/CEQA
Project Description:		Install a new fence around the perimeter of the WWTP.
Department:		Treatment
Financial:	Cumulative Budget:	Cumulative Spent:
	\$275,000	\$27,881
Financial:	FY Budget:	FY Spent:
	\$275,000	\$16,054
Reclamation Share:	N/A	
Other Entities:	N/A	
Permits Required:	California Environmental Quality Act (CEQA) Mitigated Negative Declaration (MND), Coastal Developmental Permit (CDP) Notification	
Challenges:	Environmental Mitigations	
Schedule:	<ul style="list-style-type: none"> Design in FY22-23 Construction in FY23-24 	
Consultants:	Kennedy Jenks	
Contractor:	TBD	



Photo: Gas Meter on North Side of River

Project Number:		22-03
Project Name:		WWTP Gas and Water Main Replacement
Project Location:		Wastewater Treatment Plant
Project Manager:		Treanor
Status:		In Study Phase
Project Description:		The WWTP natural gas and water utility service exists on the opposite side of the Carmel River from the WWTP. CAWD owns the piping under the river for these utilities. The water line and gas line are PVC and identified as having a high risk of failure. The gas line is needed for plant operations to provide supplementary heating to the digesters for thermophilic digestion.
Department:		Treatment
Financial:	Cumulative Budget:	Cumulative Spent:
	\$300,000	\$43,444
Financial:	FY Budget:	FY Spent:
	\$100,000	\$38,846
Reclamation Share:	N/A	
Other Entities:	Cost Share w/ Collections @ 5.5%	
Permits Required:	TBD	
Challenges:	Underground work in riparian area	
Schedule:	<ul style="list-style-type: none"> Currently undergoing alternatives analysis study Design in FY22-23 Construction in FY23-24 	
Consultants:	Kennedy Jenks	
Contractor:	N/A	



Photo: Conceptual Rendering of Public Use and Bridge

Project Number:	22-04	
Project Name:	CAWD Bridge and Trail Project	
Project Location:	Wastewater Treatment Plant	
Project Manager:	Trenor	
Status:	Funding Strategy	
Project Description:	Construct a new bridge at the location of the existing CAWD bridge over the Carmel River. Bridge would be open for public use and would allow for new walking trails to connect the City of Carmel-by-the-Sea (Mission Trail) to the Regional Parks (Palo Corona).	
Department:	Treatment	
Financial:	Cumulative Budget:	Cumulative Spent:
	\$550	\$550
Financial:	FY Budget:	FY Spent:
	\$0	\$0
**No budget. Funding potential via Carmel River settlement grants.		
Reclamation Share:	N/A	
Other Entities:	State Parks, Diocese of Monterey, City of Carmel-by-the-Sea, Regional Parks District	
Permits Required:	TBD	
Challenges:	Obtaining Funding and Community Support	
Schedule:	Currently working on video and marketing outreach effort	
Consultants:	TBD	
Contractor:	TBD	



Photo: CAWD Vactor Truck

Project Number:	22-06	
Project Name:	Vactor Receiving Station	
Project Location:	Wastewater Treatment Plant	
Project Manager:	Trenor	
Status:	Design Phase	
Project Description:	Construct a new Vactor Receiving Station for the Collections Department and the disposal of waste collected in the vactor truck.	
Department:	Treatment	
Financial:	Cumulative Budget:	Cumulative Spent:
	\$354,950	\$11,996
Financial:	FY Budget:	FY Spent:
	\$104,950	\$0
Reclamation Share:	N/A	
Other Entities:	N/A	
Permits Required:	Coastal Developmental Permit (CDP) Notification	
Challenges:	Design for ultimate user satisfaction.	
Schedule:	Construction in FY23/24	
Consultants:	Kennedy Jenks	
Contractor:	TBD	

Reclamation Capital Project Summaries



Photo: Existing totes used for Sulfuric Acid storage and Feed

Project Number:		18-26	
Project Name:		Sulfuric Acid & Citric Acid Storage & Feed Systems Project	
Project Location:		Reclamation – Microfiltration (MF)/Reverse Osmosis (RO)	
Project Manager:		Trearor	
Status:		In Construction	
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	
Financial:	Cumulative Budget:	Cumulative Spent:	
	\$455,923	\$125,468	
Financial:	FY Budget:	FY Spent:	
	\$334,000	\$0	
Reclamation Share:	100%		
Other Entities:	Reclamation Project		
Permits Required:	Coastal Commission Notification		
Challenges:	Hazardous Chemical Safety		
Schedule:	Anticipated Completion mid 2023		
Consultants:	Trussell Technologies, Inc		
Contractor:	Monterey Peninsula Engineering		

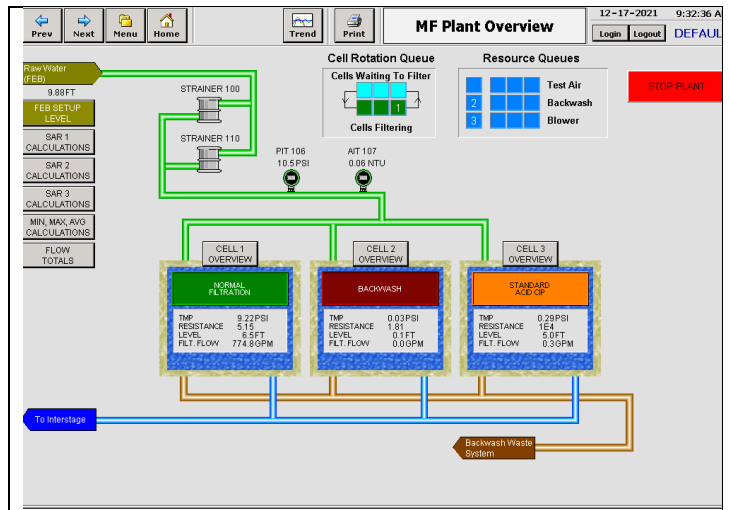


Photo: Microfiltration SCADA Overview

Project Number:		21-09	
Project Name:		Reclamation Supervisory Control and Data Acquisition (SCADA) Migration Project	
Project Location:		Reclamation Plant	
Project Manager:		Foley	
Status:		Complete	
Project Description:		Migration of reclamation legacy from RSVIEW32 SCADA screens, alarms and trending to Ignition SCADA platform utilized by the treatment plant and collections pump stations. The legacy system software is no longer supported and poses a cybersecurity risk. It has been in service for 14+ years and the hardware is past its useful life. The new system will be more secure and installed on modern reliable hardware.	
Department:		Reclamation	
Financial:	Cumulative Budget:	Cumulative Spent:	
	\$179,075	\$152,428	
Financial:	FY Budget:	FY Spent:	
	\$80,000	\$0	
Reclamation Share:	100%		
Other Entities:	Reclamation Project		
Permits Required:	None		
Challenges:	Structure of old Programming		
Schedule:	Work started in December 2021		
Consultants:	Frisch Engineering		



Photo: Exterior of Tertiary Building

Project Number:	22-05	
Project Name:	Reclamation MF/RO and Tertiary System 15-Year Capital Improvement Program (CIP) Master Plan	
Project Location:	Reclamation – Microfiltration (MF)/Reverse Osmosis (RO) and Tertiary Building	
Project Manager:	Treanor	
Status:	In Progress	
Project Description:	Asset management condition and risk evaluations, development of projections of capital expenditures, and preliminary engineering planning	
Department:	Treatment	
Financial:	Cumulative Budget: \$300,000	Cumulative Spent: \$0
	FY Budget: \$300,000	FY Spent: \$0
Reclamation Share:	100%	
Other Entities:	Reclamation Project	
Permits Required:	None	
Challenges:	Complexity	
Schedule:	Planning Process will extend into FY 23/24	
Consultants:	Kennedy Jenks Trussell Technologies, Inc	
Contractor:	N/A	

Collections Capital Project Summaries



Photo: View gravity pipe in Carmel easement

Project Number: 19-03		
Project Name: Carmel Meadows Sewer Replacement		
Project Location: Collection System		
Project Manager: Lather		
Status: Permitting		
Project Description: The project will replace 1,300 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		
Financial:	Cumulative Budget:	Cumulative Spent:
	\$2,471,949	\$511,198
Financial:	FY Budget:	FY Spent:
	\$2,000,000	\$30,628
Permits Required: Coastal Permit and Environmental Review		
Challenges: Redirecting the sewer to the pump station without requiring booster pumps for individual houses.		
Schedule: Design and Environmental Review completed 6/28/22. Construction to begin FY22/23.		
Consultants: SRT Consultants, WRA Environmental		
Contractor: TBD		



Photo: Looking at Pump Station Exterior

Project Number: 20-07		
Project Name: Bay/Scenic Pump Station Rehabilitation		
Project Location: Collection System		
Project Manager: Lather		
Status: In Design		
Project Description: Remodel the interior of the pump station and update the SCADA panel to minimize areas prone to flooding.		
Department: Collections		
Financial:	Cumulative Budget:	Cumulative Spent:
	\$680,892	\$54,077
Financial:	FY Budget:	FY Spent:
	\$650,000	\$13,015
Reclamation Share:		0%
Other Entities:		Carmel-by-the-Sea, Coastal Commission
Permits Required:		Exemptions from CEQA & Coastal Commission
Challenges:		Traffic Control
Schedule:		Design 2021, Construct 2022, completed by 06-2023
Consultants:		SRTConsultant
Contractor:		Pending



Photo: Pipe Bursting Limits on Scenic

Project Number:		20-08
Project Name:		Scenic Rd Pipe Bursting - Ocean to Bay
Project Location:		Collection System
Project Manager:		Lather
Status:		In Design / CEQA
Project Description:		Replace approximately 9,525 linear feet of existing 6-inch clay pipe with a new 8-inch High-Density Polyethylene (HDPE) and includes manhole rehabilitation.
Department:		Collections
Financial:	Cumulative Budget:	Cumulative Spent:
	\$3,731,786	\$247,374
Financial:	FY Budget:	FY Spent:
	\$3,500,000	\$14,287
Reclamation Share:		0%
Other Entities:		Carmel-by-the-Sea, Coastal Commission
Permits Required:		CEQA & Coastal Commission permit required.
Challenges:		Traffic control & poorly mapped underground utilities. Cultural Resources at southern end of project.
Schedule:		Design 2021-2022, Construct 2023, Completed 06-2023
Consultants:		MNS, Rincon
Contractor:		Pending

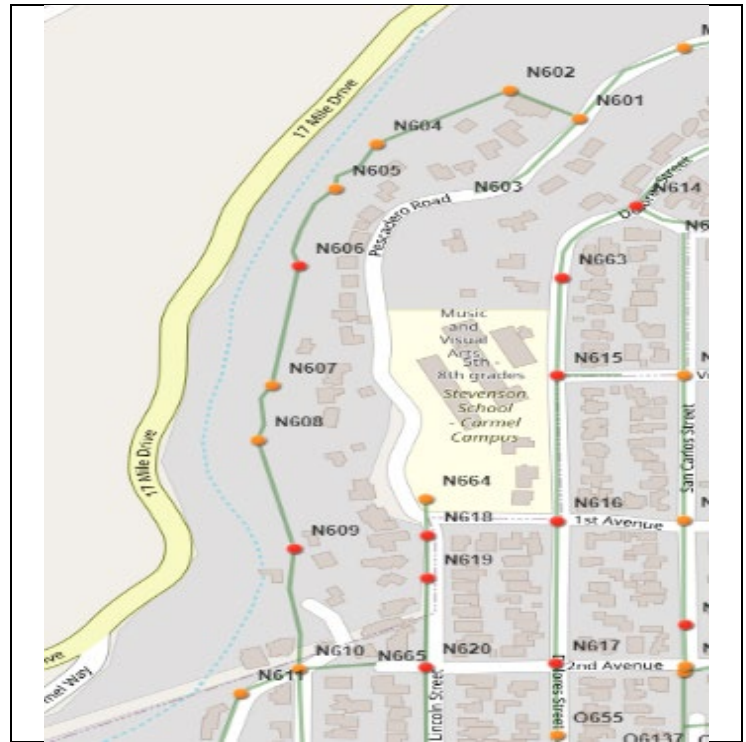


Photo: Sewer Line at Pescadero Creek

Project Number:		21-05
Project Name:		Pescadero Sewer Relocation
Project Location:		Collection System
Project Manager:		Lather
Status:		In Design
Project Description:		Relocate damaged pipe from creek slope to roadway
Department:		Collections
Financial:	Cumulative Budget:	Cumulative Spent:
	\$1,689,236	\$162,648
O&M	FY Budget:	FY Spent:
	\$100,000	\$54,965
Reclamation Share:		0%
Other Entities:		N/A
Permits Required:		Environmental Review
Challenges:		Narrow road, depth of manhole, houses to be placed on individual pumps
Schedule:		Start design, public outreach, & Environmental in Winter 2022/2023.
Consultants:		MNS, Denise Duffy, TBC Communication & Media
Contractor:		TBD

Project #	Project Name	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	Total
1	Carbon Sequestration Project - East Ohio	\$1,000,000	\$2,000,000									\$3,000,000
2	Ohio's Green Power Plan - Phase 1	\$1,000,000										\$1,000,000
3	Ohio's Green Power Plan - Phase 2	\$1,000,000										\$1,000,000
4	Ohio's Green Power Plan - Phase 3	\$1,000,000										\$1,000,000
5	Ohio's Green Power Plan - Phase 4	\$1,000,000										\$1,000,000
6	Ohio's Green Power Plan - Phase 5	\$1,000,000										\$1,000,000
7	Ohio's Green Power Plan - Phase 6	\$1,000,000										\$1,000,000
8	Ohio's Green Power Plan - Phase 7	\$1,000,000										\$1,000,000
9	Ohio's Green Power Plan - Phase 8	\$1,000,000										\$1,000,000
10	Ohio's Green Power Plan - Phase 9	\$1,000,000										\$1,000,000
11	Ohio's Green Power Plan - Phase 10	\$1,000,000										\$1,000,000
12	Ohio's Green Power Plan - Phase 11	\$1,000,000										\$1,000,000
13	Ohio's Green Power Plan - Phase 12	\$1,000,000										\$1,000,000
14	Ohio's Green Power Plan - Phase 13	\$1,000,000										\$1,000,000
15	Ohio's Green Power Plan - Phase 14	\$1,000,000										\$1,000,000
16	Ohio's Green Power Plan - Phase 15	\$1,000,000										\$1,000,000
17	Ohio's Green Power Plan - Phase 16	\$1,000,000										\$1,000,000
18	Ohio's Green Power Plan - Phase 17	\$1,000,000										\$1,000,000
19	Ohio's Green Power Plan - Phase 18	\$1,000,000										\$1,000,000
20	Ohio's Green Power Plan - Phase 19	\$1,000,000										\$1,000,000
21	Ohio's Green Power Plan - Phase 20	\$1,000,000										\$1,000,000
22	Ohio's Green Power Plan - Phase 21	\$1,000,000										\$1,000,000
23	Ohio's Green Power Plan - Phase 22	\$1,000,000										\$1,000,000
24	Ohio's Green Power Plan - Phase 23	\$1,000,000										\$1,000,000
25	Ohio's Green Power Plan - Phase 24	\$1,000,000										\$1,000,000
26	Ohio's Green Power Plan - Phase 25	\$1,000,000										\$1,000,000
27	Ohio's Green Power Plan - Phase 26	\$1,000,000										\$1,000,000
28	Ohio's Green Power Plan - Phase 27	\$1,000,000										\$1,000,000
29	Ohio's Green Power Plan - Phase 28	\$1,000,000										\$1,000,000
30	Ohio's Green Power Plan - Phase 29	\$1,000,000										\$1,000,000
31	Ohio's Green Power Plan - Phase 30	\$1,000,000										\$1,000,000
32	Ohio's Green Power Plan - Phase 31	\$1,000,000										\$1,000,000
33	Ohio's Green Power Plan - Phase 32	\$1,000,000										\$1,000,000
34	Ohio's Green Power Plan - Phase 33	\$1,000,000										\$1,000,000
35	Ohio's Green Power Plan - Phase 34	\$1,000,000										\$1,000,000
36	Ohio's Green Power Plan - Phase 35	\$1,000,000										\$1,000,000
37	Ohio's Green Power Plan - Phase 36	\$1,000,000										\$1,000,000
38	Ohio's Green Power Plan - Phase 37	\$1,000,000										\$1,000,000
39	Ohio's Green Power Plan - Phase 38	\$1,000,000										\$1,000,000
40	Ohio's Green Power Plan - Phase 39	\$1,000,000										\$1,000,000
41	Ohio's Green Power Plan - Phase 40	\$1,000,000										\$1,000,000
42	Ohio's Green Power Plan - Phase 41	\$1,000,000										\$1,000,000
43	Ohio's Green Power Plan - Phase 42	\$1,000,000										\$1,000,000
44	Ohio's Green Power Plan - Phase 43	\$1,000,000										\$1,000,000
45	Ohio's Green Power Plan - Phase 44	\$1,000,000										\$1,000,000
46	Ohio's Green Power Plan - Phase 45	\$1,000,000										\$1,000,000
47	Ohio's Green Power Plan - Phase 46	\$1,000,000										\$1,000,000
48	Ohio's Green Power Plan - Phase 47	\$1,000,000										\$1,000,000
49	Ohio's Green Power Plan - Phase 48	\$1,000,000										\$1,000,000
50	Ohio's Green Power Plan - Phase 49	\$1,000,000										\$1,000,000
51	Ohio's Green Power Plan - Phase 50	\$1,000,000										\$1,000,000
52	Ohio's Green Power Plan - Phase 51	\$1,000,000										\$1,000,000
53	Ohio's Green Power Plan - Phase 52	\$1,000,000										\$1,000,000
54	Ohio's Green Power Plan - Phase 53	\$1,000,000										\$1,000,000
55	Ohio's Green Power Plan - Phase 54	\$1,000,000										\$1,000,000
56	Ohio's Green Power Plan - Phase 55	\$1,000,000										\$1,000,000
57	Ohio's Green Power Plan - Phase 56	\$1,000,000										\$1,000,000
58	Ohio's Green Power Plan - Phase 57	\$1,000,000										\$1,000,000
59	Ohio's Green Power Plan - Phase 58	\$1,000,000										\$1,000,000
60	Ohio's Green Power Plan - Phase 59	\$1,000,000										\$1,000,000
61	Ohio's Green Power Plan - Phase 60	\$1,000,000										\$1,000,000
62	Ohio's Green Power Plan - Phase 61	\$1,000,000										\$1,000,000
63	Ohio's Green Power Plan - Phase 62	\$1,000,000										\$1,000,000
64	Ohio's Green Power Plan - Phase 63	\$1,000,000										\$1,000,000
65	Ohio's Green Power Plan - Phase 64	\$1,000,000										\$1,000,000
66	Ohio's Green Power Plan - Phase 65	\$1,000,000										\$1,000,000
67	Ohio's Green Power Plan - Phase 66	\$1,000,000										\$1,000,000
68	Ohio's Green Power Plan - Phase 67	\$1,000,000										\$1,000,000
69	Ohio's Green Power Plan - Phase 68	\$1,000,000										\$1,000,000
70	Ohio's Green Power Plan - Phase 69	\$1,000,000										\$1,000,000
71	Ohio's Green Power Plan - Phase 70	\$1,000,000										\$1,000,000
72	Ohio's Green Power Plan - Phase 71	\$1,000,000										\$1,000,000
73	Ohio's Green Power Plan - Phase 72	\$1,000,000										\$1,000,000
74	Ohio's Green Power Plan - Phase 73	\$1,000,000										\$1,000,000
75	Ohio's Green Power Plan - Phase 74	\$1,000,000										\$1,000,000
76	Ohio's Green Power Plan - Phase 75	\$1,000,000										\$1,000,000
77	Ohio's Green Power Plan - Phase 76	\$1,000,000										\$1,000,000
78	Ohio's Green Power Plan - Phase 77	\$1,000,000										\$1,000,000
79	Ohio's Green Power Plan - Phase 78	\$1,000,000										\$1,000,000
80	Ohio's Green Power Plan - Phase 79	\$1,000,000										\$1,000,000
81	Ohio's Green Power Plan - Phase 80	\$1,000,000										\$1,000,000
82	Ohio's Green Power Plan - Phase 81	\$1,000,000										\$1,000,000
83	Ohio's Green Power Plan - Phase 82	\$1,000,000										\$1,000,000
84	Ohio's Green Power Plan - Phase 83	\$1,000,000										\$1,000,000
85	Ohio's Green Power Plan - Phase 84	\$1,000,000										\$1,000,000
86	Ohio's Green Power Plan - Phase 85	\$1,000,000										\$1,000,000
87	Ohio's Green Power Plan - Phase 86	\$1,000,000										\$1,000,000
88	Ohio's Green Power Plan - Phase 87	\$1,000,000										\$1,000,000
89	Ohio's Green Power Plan - Phase 88	\$1,000,000										\$1,000,000
90	Ohio's Green Power Plan - Phase 89	\$1,000,000										\$1,000,000
91	Ohio's Green Power Plan - Phase 90	\$1,000,000										\$1,000,000
92	Ohio's Green Power Plan - Phase 91	\$1,000,000										\$1,000,000
93	Ohio's Green Power Plan - Phase 92	\$1,000,000										\$1,000,000
94	Ohio's Green Power Plan - Phase 93	\$1,000,000										\$1,000,000
95	Ohio's Green Power Plan - Phase 94	\$1,000,000										\$1,000,000
96	Ohio's Green Power Plan - Phase 95	\$1,000,000										\$1,000,000
97	Ohio's Green Power Plan - Phase 96	\$1,000,000										\$1,000,000
98	Ohio's Green Power Plan - Phase 97	\$1,000,000										\$1,000,000
99	Ohio's Green Power Plan - Phase 98	\$1,000,000										\$1,000,000
100	Ohio's Green Power Plan - Phase 99	\$1,000,000										\$1,000,000
101	Ohio's Green Power Plan - Phase 100	\$1,000,000										\$1,000,000

Photo: LT Capital Schedule

Project Number: 20-06	
Project Name: Collections 15 -Year CIP	
Project Location: Collection System	
Project Manager: Lather	
Status: Work in Progress	
Project Description: Utilize updated sewer line inspection information and flow modeling to develop a 20-year Construction Improvement Plan	
Department: Collections	
Projection of Total Capital Costs-15-Yr \$63M	
Construction Costs: \$63M Administration Costs: \$10M (20% engineering, legal, admin.)	
Financial: Cumulative 15YR Budget: EST \$63M Cumulative Spent: N/A	
FY Budget: N/A FY Spent: N/A	
Reclamation Share: 0%	
Other Entities: River Watch Agreement-see project #20-05	
Permits Required: none	
Challenges: Need all pipeline Closed Caption Television (CCTV) results to be completed to develop plan.	
Schedule: 2020 - 2040	
Consultants: West Yost	
Contractor: N/A	

Collections Non-Capital Project Summaries



Photo: River Watch logo

Project Number: 20-05		
Project Name: River Watch Agreement		
Project Location: Collection System		
Project Manager: Lather		
Status: Work in Progress		
Project Description: Work with Collections to provide data that is needed to satisfy the milestones in the agreement with River Watch. As of May 2022, staff completed all of the 1,478 District manholes for the Fiscal Year (FY).		
Department: Collections		
Financial:	Cumulative Budget:	Cumulative Spent:
	N/A	N/A
	FY Budget:	FY Spent:
	N/A	N/A
Reclamation Share:	0%	
Other Entities:	River Watch	
Permits Required:	none	
Challenges:	Closed caption television (CCTV) scheduling deadlines. The Board agreed to increase staffing by one full time equivalent (FTE) to assist in meeting the required schedule. Received 1 yr. extension from River Watch due to COVID-19.	
Schedule:	Due date June 2023	
Consultants:		
Contractor:	N/A	

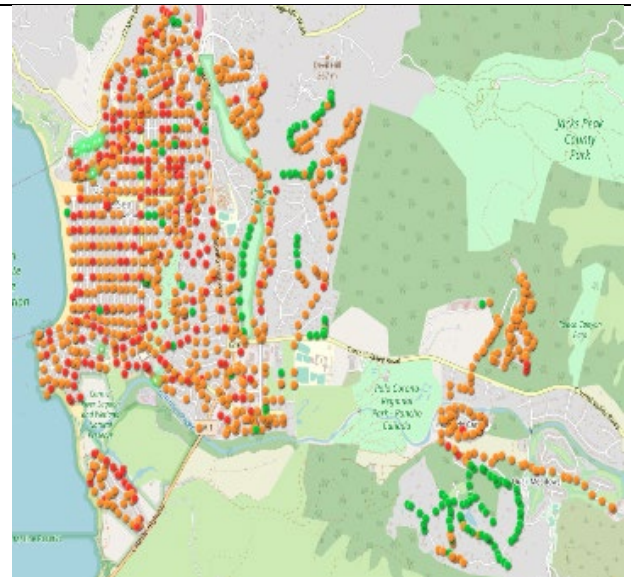


Photo: Manhole Inspection Map

Project Number: 21-06		
Project Name: Manhole Rehabilitation		
Project Location: Collection System		
Project Manager: Lather		
Status: Complete		
Project Description: Line Manholes (52) with a solvent-free rigid polyurethane material that seals surface and provides structural integrity & to prevent inflow/infiltration		
Department: Collections		
Financial: O&M	Cumulative Budget:	Cumulative Spent:
	\$362,300	\$166,724
	FY Budget:	FY Spent:
	\$300,000	\$166,724
Reclamation Share:	0%	
Other Entities:	N/A	
Permits Required:	none	
Challenges:	Traffic control	
Schedule:	Complete by 06-2023	
Consultants:	none	
Contractor:	Express Sewer & Drain, Inc.	

Assessment Districts/Annexations

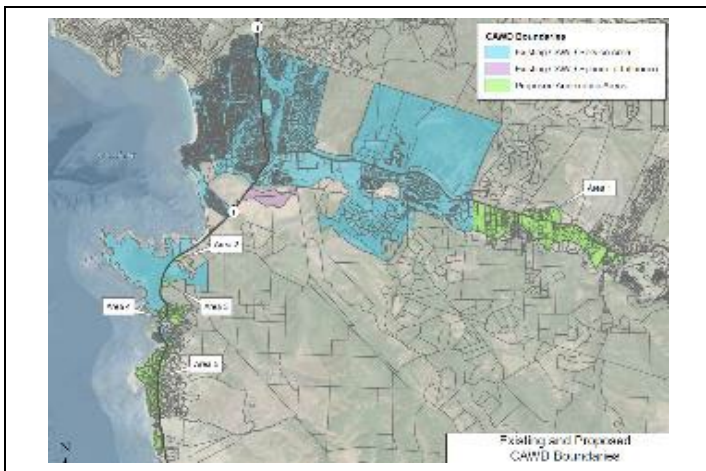


Photo: Areas of Potential Annexation

Project Number: 19-09		
Project Name: 2021 Sphere of Influence (SOI) Amendment & Annexation Proposal		
Project Location: Collection System		
Project Manager: Lather		
Status: In process of obtaining Coastal Development Permit Amendment for annexations in Coastal Zone		
Project Description: The project will provide access for homes and businesses currently on septic systems and add 350 new connections to the District at build-out.		
Department: Collections		
Financial:	Cumulative Budget: \$73,675	Cumulative Spent: \$73,675
	FY Budget: \$0	FY Spent: \$0
** No Budget included for Annexation b/c costs will be recouped through annexation fees.		
Permits Required:	Environmental Review, Local Agency Formation Commission (LAFCO) Annexation Approval	
Challenges:		
Schedule:	Waiting for State Board of Equalization	
Consultant:	Denise Duffy & Associates	

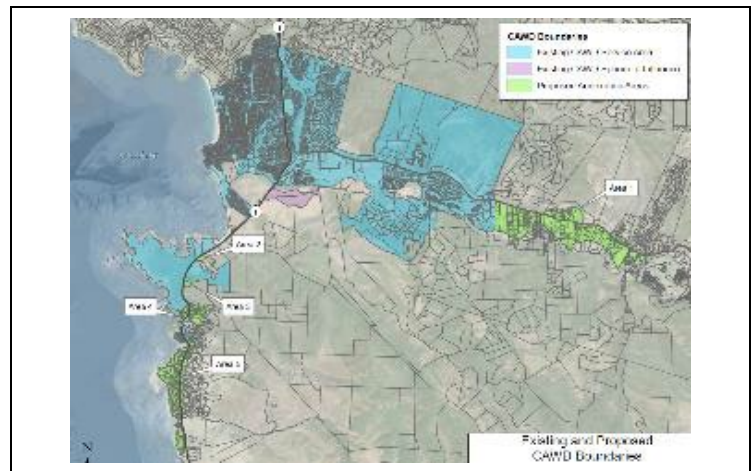


Photo: Areas of Potential Annexation

Project Number: 18-21		
Project Name: Corona Road Sewer Assessment District		
Project Location: Collection System		
Project Manager: Lather		
Status: In design phase by Assessment Engineer. The application has been made for the Septic to Sewer grant. Also organizing efforts for Special Assessment District.		
Project Description: The project will provide sewer facilities to the Corona Road neighborhood and parcels on the west side of Highway 1, across from Corona Road. #18-21 Corona Road (Deferred Revenue**)		
Department: Collections		
Financial:	Cumulative Budget: \$0	Cumulative Spent: \$0
	FY Budget: \$0	FY Spent: \$0
** No Budget included for project because the initial costs were funded by Corona Road residents. District has agreed to fund a portion of environmental work \$56,200 (Res #22-62)		
Permits Required:	Coastal Permit, CalTrans Encroachment permit, Environmental Review	
Challenges:	Assessment District process/approval and obtaining easements for pump station. Funds from homeowners in the amount of \$67K have been received by CAWD.	
Schedule:	Complete studies July/August 2022, Assessment District proceeding along with Septic to Sewer Grant Funding	
Consultant:	Denise Duffy & Associates and Monterey Bay Engineers	

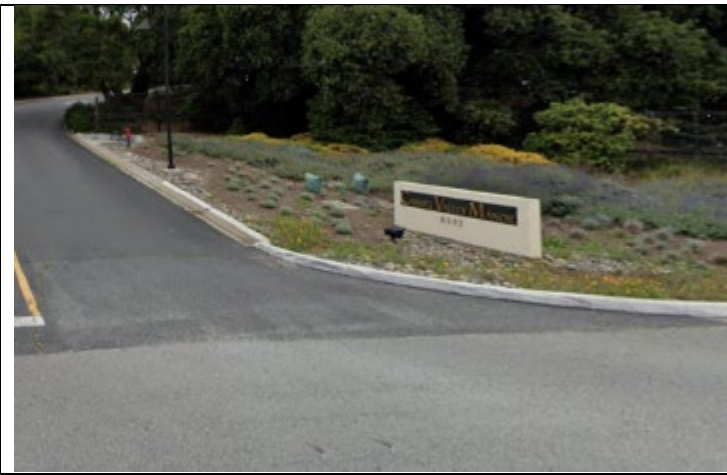


Photo: Entrance to Carmel Valley Manor

Project Number:	19-08	
Project Name:	Carmel Valley Manor Pipeline and Pump Station	
Project Location:	Collection System	
Project Manager:	Lather	
Status:	In Construction	
Project Description:	Sewer extension project to be completed by the owners of Carmel Valley Manor to connect to CAWD's sewer system. Riley Ranch, #19-08 Carmel Valley Manor (Deferred Revenue)	
Department:	Collections	
Financial: this is an unbudgeted item-under repayment agreement (no funds received)-	Cumulative Budget:	Cumulative Spent:
	\$0	\$180
	FY Budget:	FY Spent:
	\$0	\$180
Other Entities:	The prospect of a pipeline has given rise to a plethora of potential additional connections	
Permits Required:	County Encroachment Permit, Environmental Review completed.	
Challenges:	Funding, Repayment Agreement, easement agreements LAFCO annexation	
Schedule:	Approved without protest at 3/22/21 LAFCO hearing.	
Consultants:	MNS and Rincon are working for Carmel Valley Manor to permit and design the project.	
Contractor:	N/A	

Other Non-Capital Project Summaries



ADP Workforce Now

Photo: ADP Clip Art

Project Number:	N/A	
Project Name:	Workforce Now	
Project Location:	All Supervisor Locations	
Project Manager:	Foley	
Status:	Implementation	
Project Description:	Implementation of a comprehensive Human Resource (HR) software database for all supervisors and employees to utilize. Modules provide employee development tracking, benefits administration, custom performance review templates, and employee goal management.	
Department:	Administration	
Financial:	Cumulative Budget:	Cumulative Spent:
	\$0	\$2,520 (annual fee)
Financial:	FY Budget:	FY Spent:
	\$0	\$2,520 (annual fee)
Challenges:	Technical issues need to be resolved & employee training. Implementation of advanced features for employee development and learning management.	
Schedule:	Anticipate implementation in Feb 2023. HCM Unlocked Consultant hired for specialized implementation services	
Consultants:	ADP	



Photo: Real Estate Clip Art

Project Number:	N/A	
Project Name:	Real Property Investigation	
Project Location:	Carmel Valley	
Project Manager:	Barbara Buikema	
Status:	Evaluation in Progress	
Project Description:	An investigation of a possible new treatment facility site in the mouth of the Carmel Valley, which is in response to the Coastal Commission requirement to move facilities within 30 years.	
Department:	Administration	
Financial:	Cumulative Budget:	Cumulative Spent:
	\$75,000	\$0
Financial:	FY Budget:	FY Spent:
	\$75,000	\$0
Permits Required:	None – at this time	
Challenges:	Limited land possibilities, regulatory hurdles, and zoning	
Schedule:	24 months	
Consultants:	Mahoney & Associates	



Photo: Cyber Security Clip Art

Project Number:	N/A	
Project Name:	Cyber Security	
Project Location:	District-wide	
Project Manager:	Chris Foley	
Status:	Ongoing	
Project Description:	Internal Cyber Security Incident Response Team (CSIRT) formed, and they are working on a response plan & training. The upgrades to email filtering system have been completed. Stricter geofencing policies have been put in place, and a cold backup system that is sandboxed from the network were installed March 2022. Waiting on the receipt of the final report.	
Department:	All	
Financial:	Cumulative Budget:	Cumulative Spent:
	\$17,000	\$0
Financial:	FY Budget:	FY Spent:
	\$17,000	\$0
Challenges:	Ongoing training & the need for continual upgrades as skills of hackers grow.	
Schedule:	Continually updating	
Consultant:	Exceedio	



Photo: Six Sigma Clip Art

Project Number:	N/A	
Project Name:	Lean Six Sigma	
Project Location:	Management staff	
Project Manager:	Barbara Buikema	
Status:	Green Belt Level Training & Certification	
Project Description:	Currently all managers have been assigned the task of earning a Green Belt certification. One staff member has completed the Black Belt training. One more staff member will be moving on to the Black Belt self-study course. Also, will investigate an in-person trainer for the implementation of a specific agreed upon project.	
Department:	Administration	
Financial:	Cumulative Budget:	Cumulative Spent:
	\$0	\$2,000
Financial:	FY Budget:	FY Spent:
	\$0	\$0
Permits Required:	None	
Challenges:	Implementation phase	
Schedule:	Ongoing	
Consultants:	Self-study online	
Trainer:	To be determined	



Photo: California coastline

Project Number:	22-01	
Project Name:	Long-Term Sea Level Rise Planning	
Project Location:	Treatment Plant	
Project Manager:	Barbara Buikema/Patrick Treanor	
Status:	In Progress	
Project Description:	As conditions of Coastal Permit #3-82-199-A8 - the District submitted its Long-Term Coastal Hazards Plan on 03-03-22. Board approved a Wastewater Treatment Plant Alternatives Planning Assistance on Sea Level Rise consultant services contract in May 2022.	
Department:	Administration	
Financial:	Cumulative Budget: \$1,400,00	Cumulative Spent: \$100,261.55
	FY Budget: \$260,000	FY Spent: \$100,261.55
Permits Required:	In response to California Coastal Commission	
Challenges:	Establishing focus on long term objectives and committing to follow through items.	
Schedule:	WWTP Relocation Planning Alternatives on Sea Level Rise presented in May 2022	
Consultants:	Greeley & Hansen	

STAFF REPORT

To: Board of Directors
From: Ed Waggoner, Operations Superintendent
Date: January 26, 2023
Subject: Monthly Operations Reports – December 2022



RECOMMENDATION

Receive Report- Informational only; no action required.

DISCUSSION

Plant Operation

Treatment Plant:

- The treatment plant operations staff has continued finishing projects and concentrating on Preventative Maintenance Work Orders during the month of December. This included the implementation of the Operations Flood Preparation Standard Operating Procedures from the Plant Engineer.
- The collection system annual root foaming project commenced on November 29 and continued through December 6, 2022. Operations adjust plant processes during this time to prevent plant upset as the material used for root foaming stress the biological systems in the treatment plant.
- On December 21 CAWD staff held the annual gift exchange at the treatment plant included in the festivities was a baked potato bar as refreshments. Special guests this year included Currie Engineering and Clark Bros construction staff.

Reclamation:

- Staff continued preventative maintenance work on pumps, motors, and any equipment that needs maintenance for the Microfiltration (MF) and Reverse Osmosis Systems (ROS).
- Staff completed Clean-in-Place (CIP) cleans on Microfiltration (MF) Cells 1 & 2. These two cells cleaned successfully with Trans Membrane Pressures (TMPs) pressures ranging between 1.8 to 5.5 pounds per square inch (psi).
- (Project #21-09) Programmable Logic Controller/Supervisory Control and Data Acquisition (PLC/SCADA). Operations staff have been meeting and working with Maintenance and Frisch Engineering on the upgrades and programming of the PLC/SCADA System.

- (Project #22-05) Reclamation Microfiltration/Reverse Osmosis (MF/RO) and Tertiary System 15-Year Construction Assessment in Progress, Capital Improvement Project (CIP) Master Plan. October 31 operations staff is assisting Kennedy Jenks Engineering on the condition assessment of equipment for the MF/RO and Tertiary systems.
- MF Cell # 3 is showing signs of high Trans Membrane Pressure (TMPs), which indicates fouling and flow reduction through the modules. This flow reduction does not allow enough make up water flow to the Reverse Osmosis system to continue constant water production during a 24-hour operational period. Staff is working with Scinor on different Clean-in-Place (CIPs) processes to extend the Modules' current life span. If these CIP processes do not obtain the desired result staff would install the backup set of Scinor Modules

Training:

- Staff continued to complete online training at the treatment facility from Target Solutions as Carmel Area Wastewater District (CAWD) implements its new safety policies for the Exposure Control Plan updates for the COVID-19 virus.
- Staff participated in scheduled tailgate safety meetings in the digester building conference room.
- On December 1, the Operations Superintendent attended an online class on "Dealing with Forever Chemicals" PFAS in California.
- On December 21, the Operations Superintendent attended an online class on "Understanding Bacteriological Water Quality Standards (California).

Capital Improvement:

- Staff continues working with Plant Engineer, Patrick Treanor, on Project #18-01, the Electrical/Mechanical Rehabilitation and Sludge Holding Tank Replacement Project for the following areas: Influent Pump Station, Headworks, Blower Building, Chlorination/Dechlorination Building, Effluent Building, Digester No. 1, Digester No. 1 Control Building and Dewatering Building.

Meetings Attended

- On December 6, the Operations Superintendent, Operations Supervisor, and Laboratory staff met to review the protocol for the upcoming annual reports due at the end of January to the Central Coast Regional Water Quality Control Board.
- December 9, Operations Superintendent attended a Zoom meeting with the Water Awareness Committee of Monterey County to review the Monterey Fair Water Conservation Showcase day.
- (Project #18-01) Weekly Teams Meeting on the construction progress of the Electrical/Mechanical Rehabilitation and Sludge Holding Tank Replacement Project for the following areas: Influent Pump Station, Headworks, Blower Building, Chlorination/Dechlorination Building, Effluent Building, Digester No. 1, Digester No. 1 Control Building and Dewatering Building.

Discharge Permit Violations

- There were no violations of Reclamation Permit 93-72 for the month of November 2022.
- There were no violations of the National Pollutant Discharge Elimination System (NPDES) Number CA0047996, Order No. R3-2014-0012 within the month of November 2022.
- On December 15, 2022, Carmel Area Wastewater District, Monterey County exceeded Waste Discharge Requirements (WDR) Order No. R3-2014-0012 National Pollutant Discharge Elimination System (NPDES) Permit No. CA0047996. For the following constitution for ocean discharge as listed under Table 5 Effluent Limitations, pollutant “Instantaneous Maximum-Total Chlorine Residual” (this is located on page 6 of CAWD’s WDR permit).
 1. Instantaneous Maximum Chlorine Residual of 7300 micrograms per liter or 7.3 milligrams per liter (mg/L). Chlorine Residual at time of Supervisory Control and Data Acquisition alarm condition at 0851 hours by laboratory titration was 9.7 mg/L.

Note: see attached PDF for the full report filed to the Central Coast Regional Water Quality Control Board.

FUNDING-N/A-Informational item only

Attachment: 12-15-2022 Chlorine Violation



December 15 2022
Chlorine Violation f



Carmel Area Wastewater District

P.O. Box 221428 Carmel California 93922 ❖ (831) 624-1248 ❖ FAX (831) 624-0811

Barbara Buikema
General Manager
Edward Waggoner
Operations Superintendent
Robert R. Wellington
Legal Counsel

Board of Directors
Gregory D'Ambrosio
Michael K. Rachel
Robert Siegfried
Kevan Urquhart
Ken White

Attention Peter VonLangen,

This is the follow up written report of the notification telephone call (Voice Mail) of the effluent permit violation from the Operations Superintendent of Carmel Area Wastewater District (CAWD) on December 15, 2022.

Permit Conditions/Violation:

On December 15, 2022, Carmel Area Wastewater District, Monterey County exceeded Waste Discharge Requirements (WDR) Order No. R3-2014-0012 National Pollutant Discharge Elimination System (NPDES) Permit No. CA0047996. For the following constitution for ocean discharge as listed under Table 5 Effluent Limitations, pollutant "Instantaneous Maximum-Total Chlorine Residual" this is located on page 6 of CAWD's WDR permit.

1. Instantaneous Maximum Chlorine Residual of 7300 micrograms per liter or 7.3 milligrams per liter (mg/L). Chlorine Residual at time of Supervisory Control and Data Acquisition alarm condition at 0851 hours by laboratory titration was 9.7 mg/L.

Permit Violation Events:

At 0851 hours on December 15, 2022, the plant SCADA system alarmed with a low Sodium Bisulfide alarm the for the effluent pump station wet well. The alarm set point is 1.5 mg/L of Sodium Bisulfide. Normal operation is to have a Sodium Bisulfide residual of at least 10 mg/L which assures neutralization of all the Sodium Hypochlorite used for disinfection. Operations staff immediately preformed a chlorine residual test and discovered that the residual chlorine in the plant effluent was 9.97 mg/L. This result of 9.97 mg/L exceeded the Instantaneous Maximum for ocean discharge of 7.3 mg/L.

Operations staff shut off plant flow and stored incoming wastewater in the equalization basins until the cause of the high chlorine residual was discovered and the systems repaired. At the same time the operations staff manually adjusted the Sodium Bisulfide pumping system to neutralize the chlorinated effluent still in the final effluent wet well pump station.

Upon review of the SCADA system and the DEOX/2000 Residual Analysers operations staff determined that Reverse Osmosis reject DEOX/2000 Residual Analyser chemical feed pump was rotating backwards. By the DEOX/2000 Residual Analyser chemical feed pump running backwards it was causing to not read correctly and transmitting false data to the Sodium Bisulfide neutralization feed pump which caused the pump to not dispense enough Sodium Bisulfide to

neutralize the Sodium Hypochlorite. By Reverse Osmosis reject DEOX/2000 Residual Analyser not reading correctly there was no alarm notification to alert the on-call operator of the failure.

The effluent pump station also has a DEOX/2000 Residual Analyser to allow a second chlorine neutralization system to dechlorinate if the Reverse Osmosis reject DEOX/2000 Residual Analyser fails. All the DEOX/2000 Residual Analyser are calibrated daily and records for December 14, 2022, indicated all units calibrated to within their limits. Operations staff is investigating why the effluent pump station DEOX/2000 Residual Analyser was so far off of calibration to the actual chlorine residual.

Operations staff corrected the Reverse Osmosis reject DEOX/2000 Residual Analyser pump by replacing the chemical feed pump. Then recalibrated the effluent pump station DEOX/2000 Residual Analyser.

Final Effluent discharge met the permit compliance for Chlorine Residual at 1020 hours and ocean discharge was resumed at that time.

Long Term Corrective Measures:

1. Operations staff contacted the vendor of the DEOX/2000 Residual Analyser (Borges & Mahoney) the vendor indicated there was a problem with some of the chemical feed pump motors for the analysers. (Causing the backwards pumping conditions) Borges & Mahoney's recommendation is to purchase new chemical feed pump motors. Which CAWD staff has done.
2. Review the Standard Operating Procedure (SOP) for the daily calibration of all DEOX/2000 Residual Analysers. In addition retrain the operation staff on calibration steps in the SOP.
3. Install a Wallace & Tiernan Micro/2000 Chlorine Analyzer in the effluent wet well pump station to detect chlorine residuals above 0.5 mg/L and send an alarm through the SCADA system.

Respectfully Submitted,



Edward Waggoner

Operations Superintendent
Carmel Area Wastewater District
Phone (831) 624-1249, ext. 291

waggoner@cawd.org

STAFF REPORT



To: Board of Directors

From: Chris Foley, Maintenance Superintendent

Date: January 26, 2023

Subject: Monthly Maintenance Report – November/December 2022

RECOMMENDATION

Receive Report- Informational only; no action required.

DISCUSSION

Maintenance Projects in Progress/Completed

- Update: The #1 water (potable) system developed a leak at the treatment plant. Staff identified the leak and made a temporary repair. Pipe repair was completed, and new valves were installed. Original piping still exists next to the operations building, but sections can now be isolated until the remaining piping can be replaced.
- The 65-kilowatt (kW) microturbine had a fault and was offline for 2 weeks until Cal Microturbine came onsite and corrected the software issue. The 30 kW was placed online while the 65 kW was offline.
- Update 2: Carmel Area Wastewater District is working with RF MacDonald on a cavitation issue with the microfiltration interstage pump. During the site visit some differences were discovered in the aftermarket pump volute that was purchased years ago and placed in service. A new factory specified pump volute was installed and the cavitation has been eliminated.
- Staff installed a new sulfuric acid quill for dosing. This is part of the sulfuric acid project and maintenance and operation staff worked with the plant engineer to install.

Upcoming Maintenance Projects

- Update 1: Staff is contracting with Quinn to perform load testing on the treatment plant standby generators and portable collections generators before winter. This tests the generator operation under stress and compliments the normal testing under no load. Borderline failures can be identified before they become an issue with load testing. The testing was completed and all the generators passed.
- Update 1: (Waiting on parts) Automatic drain valves are on order for the low-pressure methane gas. Currently staff has to drain the manual valves multiple times per day to prevent moisture buildup to the flare and microturbine. The automatic valves will be on a timer.
- During the preventative maintenance work on the dewatering building the dewatering conveyer belt was identified as needing replacement. A new belt is on order.
- Staff is preparing for the anticipated shutdown of the reclamation system once the reservoir is full. The flow meters for Reverse Osmosis train A will be replaced and there is a piping repair that requires the system to be offline to complete. Annual preventive maintenance is in progress.

Staff Development

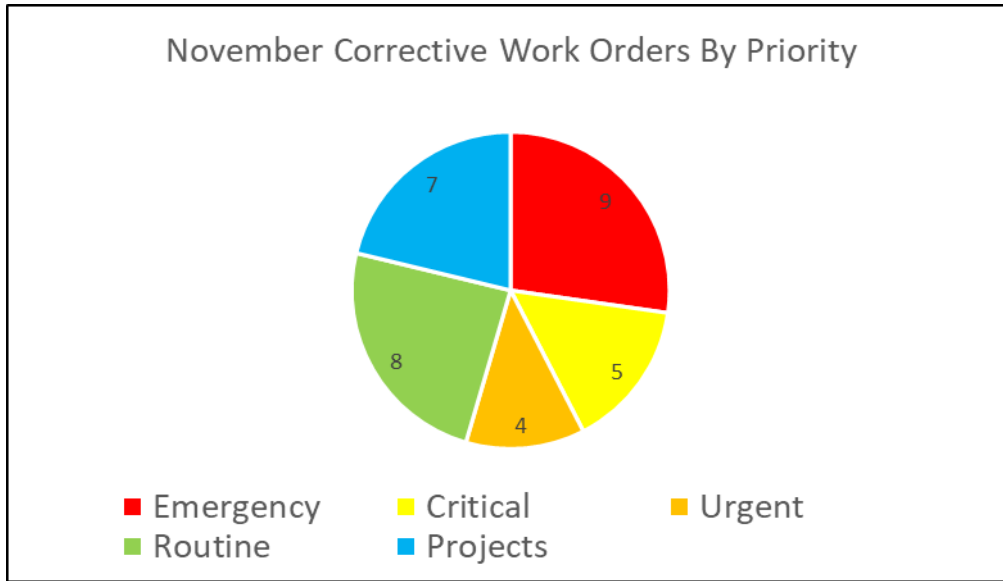
- Safety and Compliance Administrator Mark Dias attended the first class for Workplace Health and Safety Manager Certificate Program.
- Maintenance Superintendent Chris Foley and Senior Maintenance Mechanic Michael Skinkle attended a cyber security training on control system asset threat detection and anomaly-based detection.

Work Order Metrics

Preventive Maintenance (November)

Total Work Orders Generated	411
Total Work Orders Closed/Done	390
Total Work Orders Still Open	21
Percentage of Work Orders Completed	94.89%

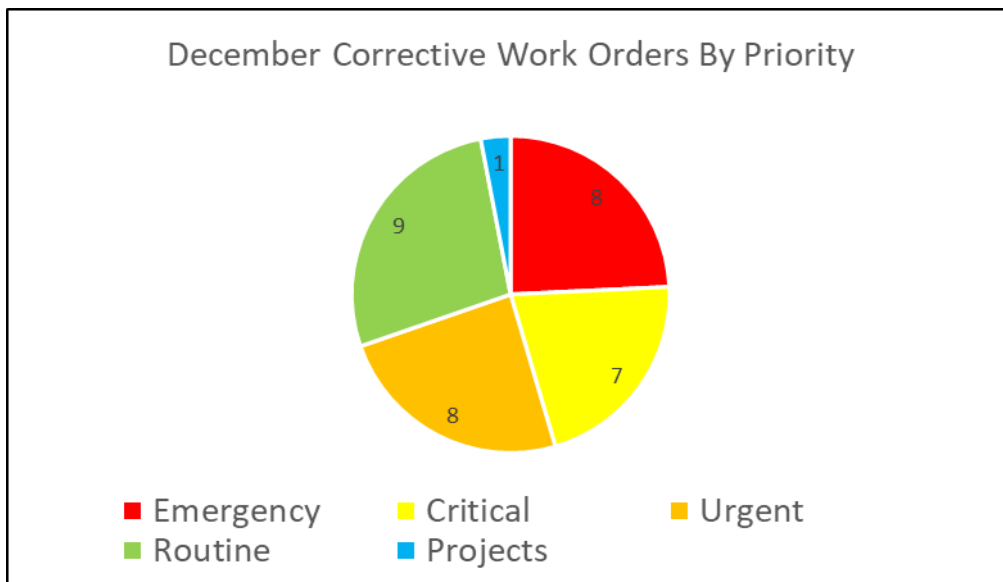
Corrective Maintenance (November)

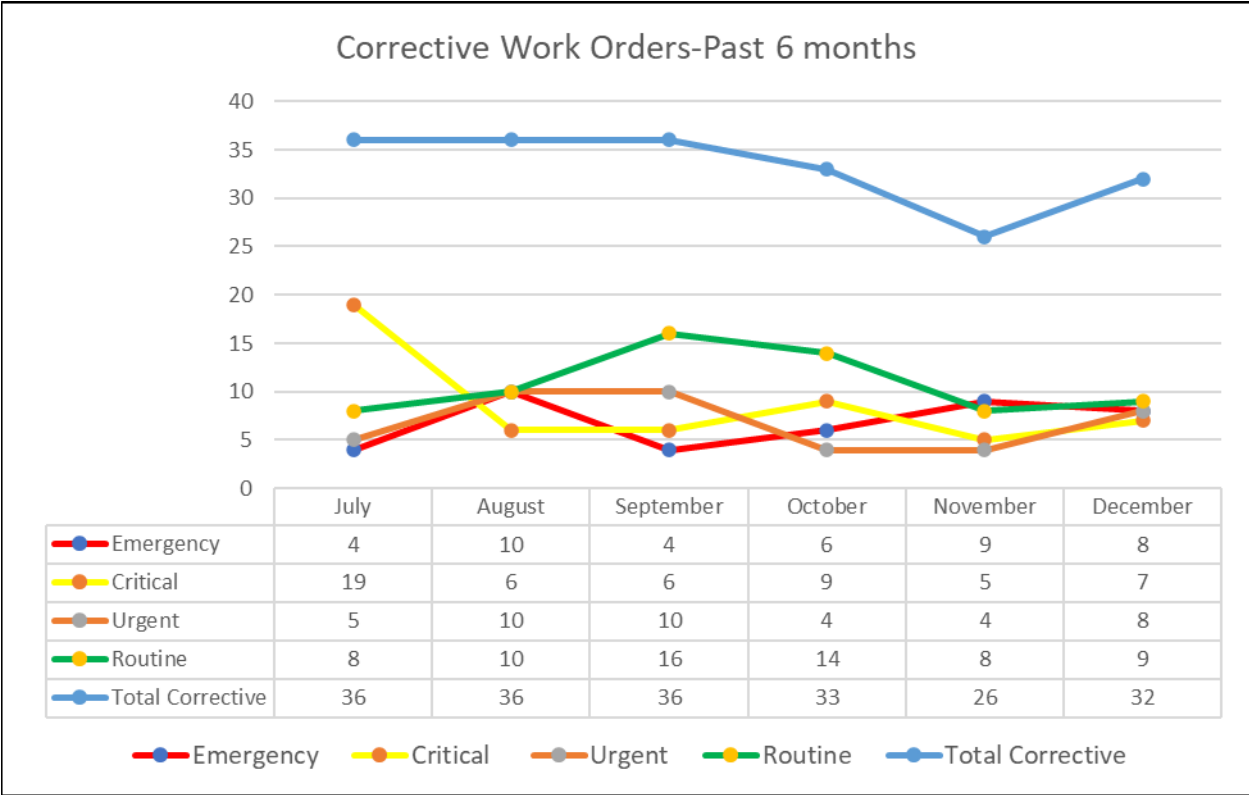


Preventive Maintenance (December)

Total Work Orders Generated	511
Total Work Orders Closed/Done	353
Total Work Orders Still Open	158
Percentage of Work Orders Completed	69.08%

Corrective Maintenance (December)





FUNDING-N/A- Informational item only

STAFF REPORT

To: Board of Directors
From: Rachél Lather, Principal Engineer
Date: January 26, 2023
Subject: General Engineering



RECOMMENDATION

Receive Report- Informational only; no action required.

DISCUSSION

This report is provided to update the Board of the Carmel Area Wastewater District (District) on current engineering activities during the months of December and January.

General Engineering

The Principal Engineer continues to work on projects related to the 2021 Annexation, including Yankee Point, Carmel Valley Manor and Corona Road. The Corona Road project environmental work has begun and the State Revolving Fund people have indicated that they plan to fund the project but the amount of funding is not yet determined. As part of the annexation process, the Coastal Commission requires that an amendment to the treatment plant Coastal Development Permit (CDP) to include the annexed parcels be approved. The CDP amendment was approved and signed by the General Manager and the Coastal Commission in early January.

Carmel Valley Manor (CVM) has completed their easement agreements in order to start the project to connect to the District. They plan to commence construction during the week of January 23, 2023.

The September Ranch developer, Carmel Reserve, has stated that they are ready to start construction of the subdivision. The draft Sewer Installation Agreement has been reviewed by them and the District's counsel. Staff met with Carmel Reserve and worked out some details regarding easements. The easement agreement and final easement descriptions have not been received from Carmel Reserve at the time of writing this report. It is anticipated that this approval will be considered by District Board in February 2023.

FUNDING

N/A- Informational item only

Resolutions

STAFF REPORT

To: Board of Directors
From: Rachél Lather, Principal Engineer
Date: January 26, 2023
Subject: 2022-2023 Pipeline Spot Repair Project # 23-02



RECOMMENDATION

It is recommended that the Board of Directors approve Resolution 2023-01 to authorize the General Manager to bid the construction contract for the 2022-2023 Pipeline Spot Repair Project and return to your Board on March 30, 2023 with results of the bidding and a recommendation to award the contract to the lowest responsible bidder.

DISCUSSION

The 2022-2023 Pipeline Spot Repair Project consists of 16 locations mainly within Carmel-by-the-Sea. The sewer includes vitrified clay pipe that varies in size from 6 to 10 inches in diameter, and many of the pipelines were constructed in the early 1900's. Each of the segments were found to have holes in the pipe that could result in exfiltration of sewage or a sink hole within a street.

Staff has worked with the City and County Public Works departments to select locations and methods of repair that are located in areas that will be paved after 2023 or are not scheduled for pavement work in the near future. In order to minimize trench failures and delays due to compaction of backfill, the backfill is required to consist of low strength slurry.

The table below summarizes the spot repair locations.

PIPE SEGMENT	LOCATION
O776-O777	Santa Fe & 5th
N642-N643	Junipero & Alta
M721-M723	San Luis & San Juan
O684-O685	Dolores & 5th
O723-O724	Highway 1 & 3rd
N650-N649	Torres & 1st
P657-P656	Junipero & 7th
M773-M772	Camino Del Monte & Portola
O754-O756	Carpenter & 4th
O682-P635	Lincoln & Ocean
N717-N716	Torres & 2nd
Q783-Q711	Hatton & Martin
M793-M791	San Marcos & San Juan
N626-O651	San Carlos & 2nd
O6100-O6101	Mission & 4 th -43 feet from MH#O6100
O6100-O6101	Mission & 4 th -315 feet from MH#O6100

Staff 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 30,2023 to recommend award of the contract.

FUNDING

Funding is available in the 2022/23 Collections Operating Expense budget. The 2022/23 budget for this project is \$150,000. The Engineer's Estimate is \$150,000.

Notice is hereby given that sealed proposals will be received by the District Board, Carmel Area Wastewater District, at the District office, 3945 Rio Road, Carmel, CA 93923, until

10:00 A.M., Tuesday, March 7, 2023

at which time they will be publicly opened and read for performing the work as follows:

2022-2023 PIPELINE SPOT REPAIR PROJECT

The results of the bidding will be reported to the District Board within thirty (30) days of the date of the bid opening at which time if bids are found to be acceptable by the District Board, written notice of award will be given to the lowest responsive and responsible Bidder. However, said District Board reserves its right to reject any or all bids, to waive irregularities of any bids or to re-advertise for all or any part of the work contemplated.

No bidder shall withdraw his bid for a period of thirty (30) calendar days after the date set by the Board for the opening thereof.

Specifications and proposal forms may be secured at no charge by writing to: Carmel Area Wastewater District, P.O. Box 221428, Carmel, CA., 93922, or by downloading the appropriate electronic documents from the District web page at <http://www.cawd.org/engineering.html> or by emailing the District Principal Engineer at downstream@cawd.org and requesting the documents or call (831) 624-1248.

RESOLUTION NO. 2023-01

RESOLUTION AUTHORIZING THE GENERAL MANAGER TO INVITE BIDS FOR
2022-2023 PIPELINE SPOT REPAIR PROJECT #23-02

-oOo-

WHEREAS, the Board of Directors has received and reviewed staff's report regarding the "2022-2023 Pipeline Spot Repair" 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 2022-2023 Pipeline Spot Repair 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 " 2022-2023 Pipeline Spot Repair" 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, Carmel, California, 93923, 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 26, 2023 by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Ken White, President of the Board

ATTEST:

Domine Barringer, Secretary to the Board

STAFF REPORT



To: Board of Directors

From: Rachél Lather, Principal Engineer

Subject: Contract Award Recommendation –
Emergency Pipe Relocation- Lorca Lane Project #22-07

Date: January 26, 2023

RECOMMENDATION

After review of the proposal for the emergency repair project, staff recommends that the Board of Directors:

- Adopt a resolution ratifying the project as an emergency and award the contract to Monterey Peninsula Engineering for the amount of \$153,500.
- Ratify the General Manager’s decision to sign and execute a contract with Monterey Peninsula Engineering for construction of the project.

DISCUSSION

On July 19, 2022 the District’s Collections Superintendent was contacted by the property owner at 3083 Lorca Lane and stated that their new lateral was overflowing from their sewer relief valve. The collections crew completed a video inspection of the lateral that spans under a drainageway to the south of Lorca Lane in Forest Hill Park. They found that the backup of sewage was due to a large sag in the District’s collection line under the drainageway.

In August, 2022 the General Manager contracted with Monterey Bay Engineering (MBE) for \$19,500 to provide plans and specifications for the project and to verify that the relocation of the pipeline alignment can be completed with the presence of existing utilities and the street drainage pipe. The plans were completed by MBE and submitted to the District Engineer on December 21, 2022.

At this point, it was clear that there were going to be significant storms hitting the Carmel area this year and relocating the pipe could not be delayed.

The City of Carmel-by-the Sea staff have been monitoring the drainageway in Forest Hill Park for many years. They recently indicated that they believe the pipe is close to being exposed due to erosion. In addition, they believe that if it is not relocated soon, the pipe may be further damaged by debris due to the current flooding and will spill sewage into the drainageway.

In order to prevent an emergency, it is proposed to abandon the 6 inch diameter vitrified clay pipeline and relocate it with a 6 inch diameter Polyvinyl Chloride (PVC) pipe. This will require installation of a manhole at the intersection of Lorca Lane and Del Monte Street, a cleanout on Lorca Lane and approximately 300 linear feet of pipeline.

In late December 2022 the District Engineer contacted three construction companies to request bids for the project based on the plans by MBE. They are Coastal Paving & Excavating, Monterey Peninsula Engineering (MPE) and Golz Construction, Inc. A summary of the bids received is provided below:

Contractor	Bid Amount	
Monterey Peninsula Engineering (MPE)	\$153,500	
Golz Construction, Inc.	\$219,640	
Coastal Paving & Excavating	none	No available crews
Engineer's Estimate	\$150,000	

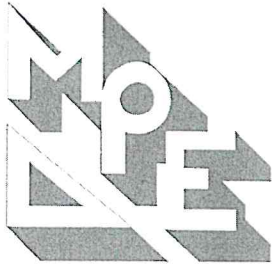
Coastal Paving & Grading did not submit a bid. Golz Construction submitted a bid for \$219,640. The low bidder is Monterey Peninsula Engineering with a bid to complete the project for \$153,500 (see attached proposal) and they plan to start work as soon as the weather permits. This is a reasonable bid for the emergency repair and staff recommends acceptance of the bid.

FUNDING

The FY 22/23 CAWD Collections Operating Budget (#6130) includes \$150,000 for sewer line repair and maintenance.

Attachments:

Plans dated 12/21/22 by Monterey Bay Engineering
MPE Proposal Dated January 3, 2023
Resolution No. 2023-02



MONTEREY PENINSULA ENGINEERING

CONTRACTORS & ENGINEERS
P.O. BOX 2317
MONTEREY, CA 93942
(831) 384-4081

January 3, 2023

Carmel Area Wastewater District
3945 Rio Road
Carmel, Ca. 93922

Re: Lorca Lane Sewer Relocation

We propose to provide labor, equipment & materials to complete the site and infrastructure improvements for the above referenced project. We have based our proposal on plans and specifications by: Monterey Bay Engineers
Dated: 12/22

Our proposal to include the following items of work only:

Sewer Relocation

To include the following items of work:

- Install 6" sewer line – 303 lf
- Install COTG – 1 ea
- Sewer concrete manhole – 1 ea
- Cap and abandon existing sewer line in place
- Furnish, place and compact AC patch paving

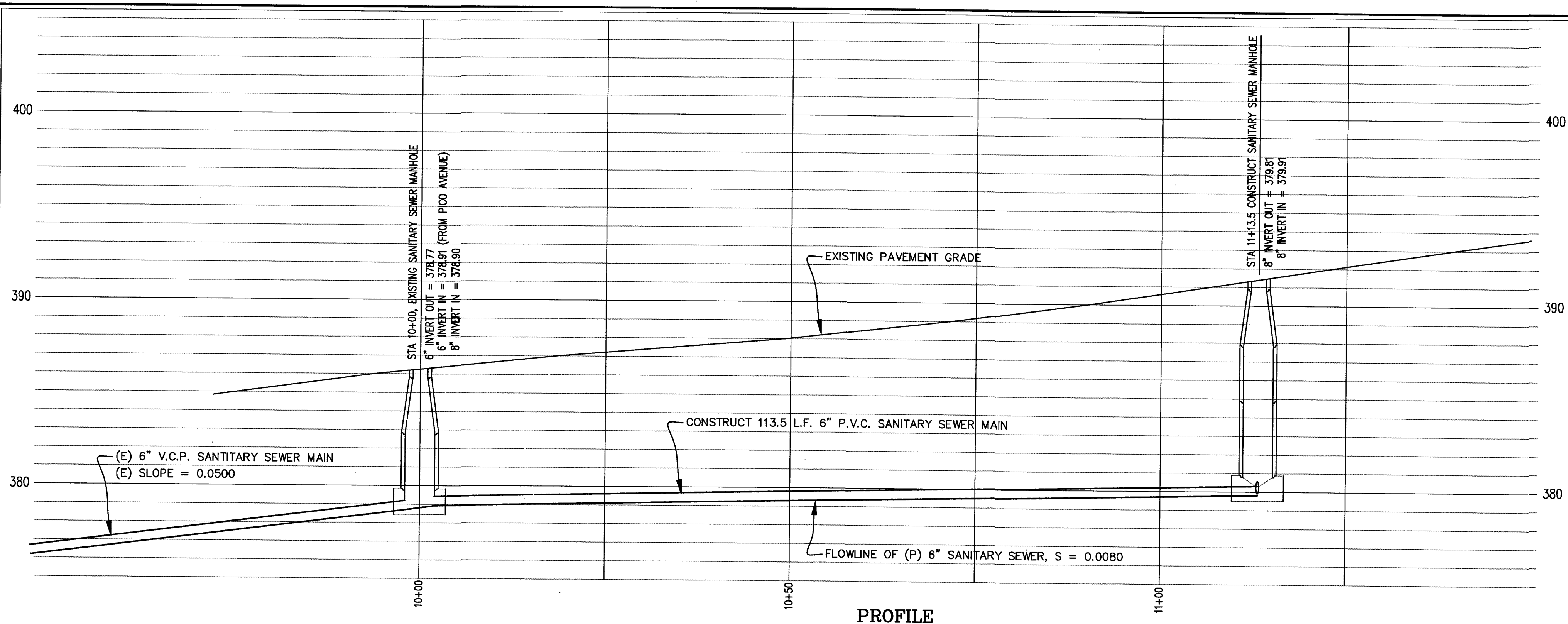
For the total amount of \$153,500.00

We Specifically Exclude:

- All bonds, fees, permits, as-builts, engineering and construction staking
- Compaction testing
- Manhole frame and covers supplied by CAWD
- Handling of unsuitable subgrade materials for whatever reason

If you have any questions or other concerns please contact me at any of the above listed numbers.

Sincerely,
Mike Barthel
Estimator



PROFILE
 SCALES: HORIZONTAL : 1" = 10'
 VERTICAL : 1" = 4'

LEGEND:

---	FENCE LINE
AC	ASPHALTIC CONCRETE
CMP	CORRUGATED METAL PIPE
DI	DROP INLET
DP	DRAIN PIPE
EP	EDGE OF PAVEMENT
(E)	EXISTING
FH	FIRE HYDRANT
INV.	INVERT ELEVATION
K.	OAK
(N)	NEW OR PROPOSED
P.	PINE
PVC	POLYVINYL CHLORIDE
R.	REDWOOD
RCP	REINFORCED CONCRETE PIPE
S.	STUMP
SSCO.	SANITARY SEWER CLEAN OUT
SSMH.	SANITARY SEWER MANHOLE
UP	UTILITY POLE
WV	WATER VALVE

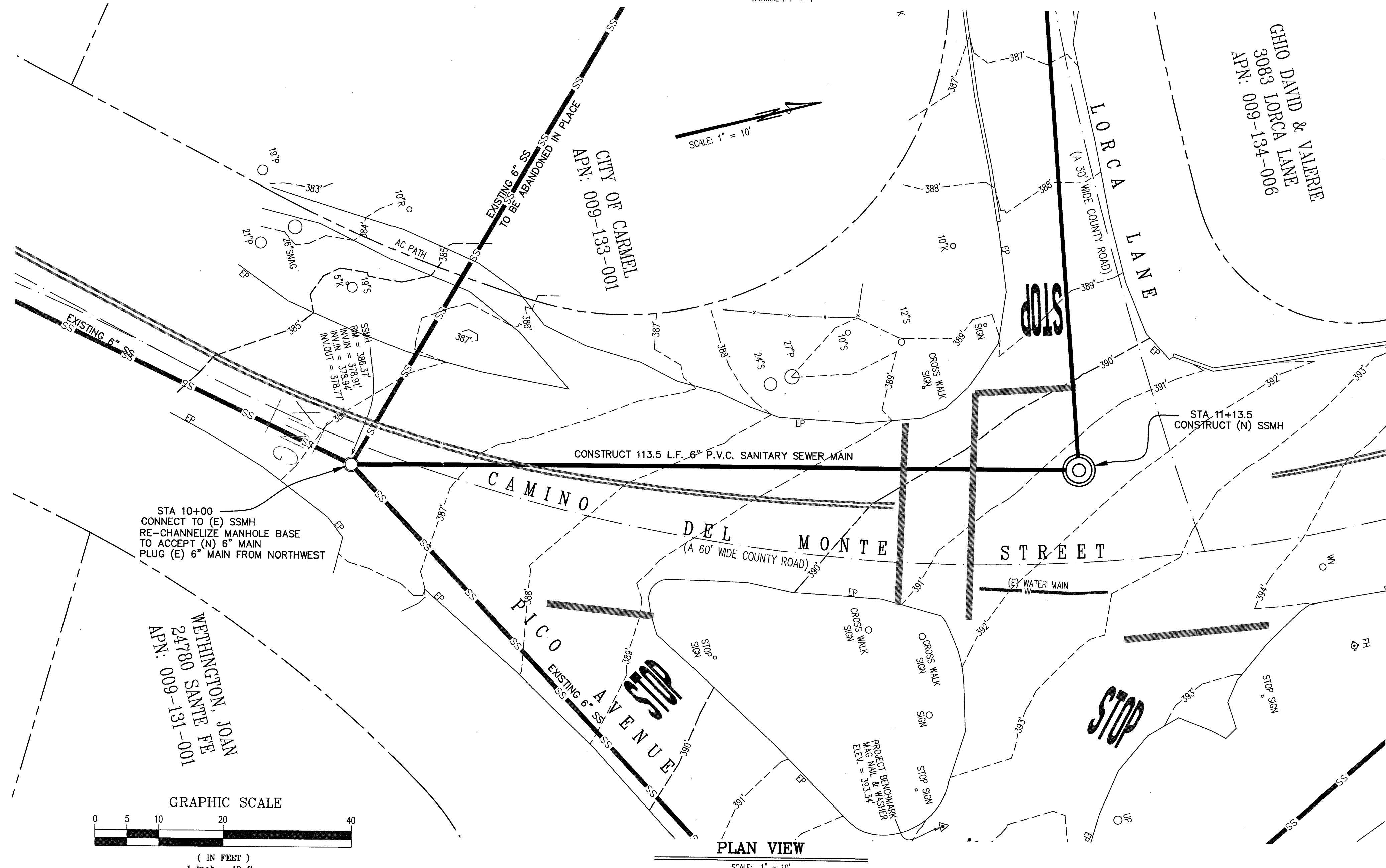
UNDERGROUND:

SS	SANITARY SEWER LINE
W	WATER LINE
SD	STORM DRAIN LINE

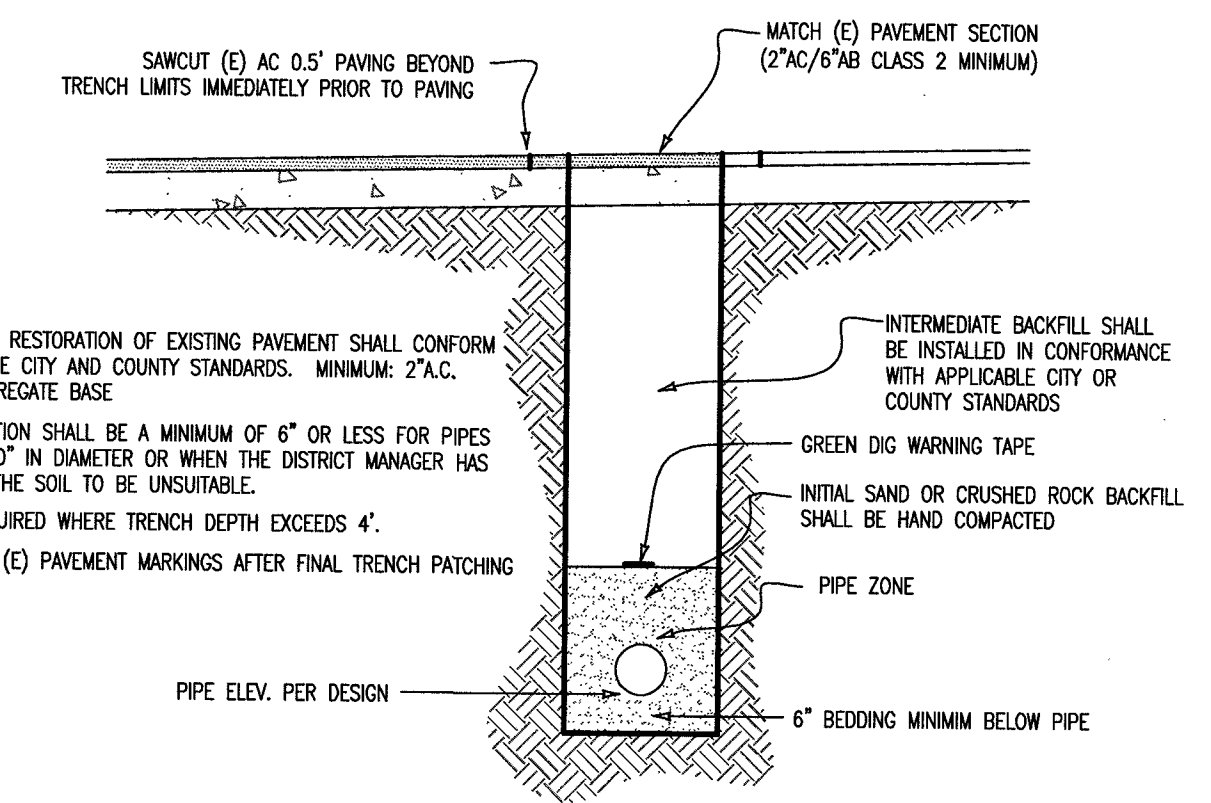
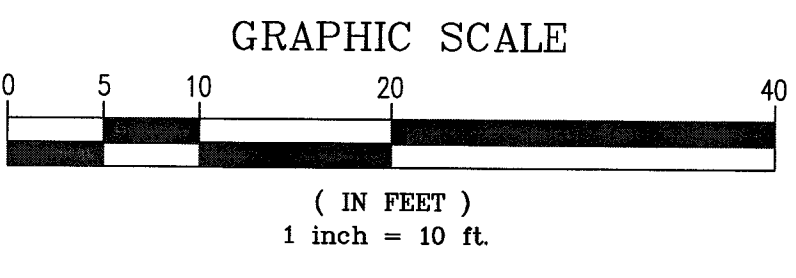
USA NOTE:
 REQUEST MADE ON 11/03/22
 TICKET: X230701365
 ALL UTILITY MARKINGS MADE AS OF 11/17/22
 ARE SHOWN ON THIS MAP.

- GENERAL NOTES**
- ALL SEWER WORK SHALL CONFORM TO THE CARMEL AREA WASTEWATER DISTRICT'S "STANDARD SPECIFICATIONS AND STANDARD PLANS."
 - THE DISTRICT OFFICE SHALL BE CALLED FOR INSPECTION TWO WORKING DAYS BEFORE START OF WORK AT (831) 624-1248.
 - A PRECONSTRUCTION CONFERENCE AT THE OFFICES OF THE CARMEL AREA WASTEWATER DISTRICT SHALL BE HELD BEFORE START OF WORK.
 - ALL SEWERS ARE TO BE STAKED WITH AGREED OFFSET POINTS BY MONTEREY BAY ENGINEERS, INC. BEFORE TRENCHING. 48 HOURS NOTICE (MINIMUM) SHALL BE PROVIDED PRIOR TO STAKING.
 - THE SEWER CONTRACTOR SHALL HAVE A COPY OF THE PLANS AND SPECIFICATIONS AT THE JOB SITE AT ALL TIMES DURING CONSTRUCTION.
 - THE CONTRACTOR SHALL OBTAIN ALL CITY OR COUNTY PERMITS FOR WORK DONE WITHIN PUBLIC RIGHT-OF-WAYS.
 - BEFORE FINAL ACCEPTANCE, THE PROJECT ENGINEER SHALL FURNISH THE DISTRICT WITH ONE (1) SET OF PRINTS AND ONE (1) SET OF REPRODUCIBLE MYLARS OF THE "AS BUILT" SEWER PLANS. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AS-CONSTRUCTED MARK-UPS TO MONTEREY BAY ENGINEERS, INC.
 - LEAKAGE TESTS SHALL BE MADE IN THE PRESENCE OF THE DISTRICT INSPECTOR, ONLY AFTER BACKFILL HAS BEEN COMPLETED, COMPACTION TESTS ON BACKFILL HAVE BEEN MADE, AND THE BACKFILL HAS BEEN ACCEPTED BY THE DISTRICT INSPECTOR.
 - TRENCH BACKFILL SHALL BE COMPACTED TO 95% RELATIVE DENSITY AS DETERMINED BY THE FIVE-LAYER TEST METHOD (CALIFORNIA 216). TESTS WILL BE REQUIRED EVERY 300 FEET OF TRENCH OR AS DETERMINED BY THE DISTRICT ENGINEER. THE CONTRACTOR SHALL SUBMIT WRITTEN RESULTS OF COMPACTION TEST TO THE DISTRICT AND TO THE CITY AND/OR COUNTY BEFORE ACCEPTANCE. IF IN DESIGNATED STREET OR FUTURE STREET, COMPACTION WILL BE AS REQUIRED BY GOVERNMENTAL AGENCY HAVING JURISDICTION, BUT NO LESS THAN 95% RELATIVE COMPACTION.
 - SANITARY SEWER PIPE SHALL BE "J-M MANUFACTURING COMPANY, INC. GREEN-TITE P.V.C. GRAVITY SEWER PIPE, INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION GUIDELINES AND CAWD STANDARDS.

- SURVEY NOTES**
- BOUNDARY LOCATIONS SHOWN HEREON WERE DETERMINED WITH THE BENEFIT OF A FIELD SURVEY SUPPLEMENTED BY RECORD DATA. ALL BOUNDARY DATA SHOWN ARE FROM THE RECORDS.
 - DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.
 - CONTOUR INTERVAL = 1 FOOT.
 - PROPERTIES SHOWN MAY BE AFFECTED BY EASEMENTS THAT ARE NOT SHOWN ON THIS MAP.
 - ELEVATIONS SHOWN ARE BASED ON NGVD-88 DATUM. A GPS SURVEY WAS CONDUCTED TO ESTABLISH THE SITE BENCHMARK USING REFERENCE STATION "CAMI" ON THE SMARTNET NORTH AMERICA NETWORK. THE PROJECT BENCHMARK IS A MAG NAIL WITH WASHER IN THE PAVEMENT, AS SHOWN ON THIS MAP. ELEVATION = 393.34'.
 - TREE TYPES ARE INDICATED WHEN KNOWN. DIAMETERS OF TREES ARE SHOWN IN INCHES.



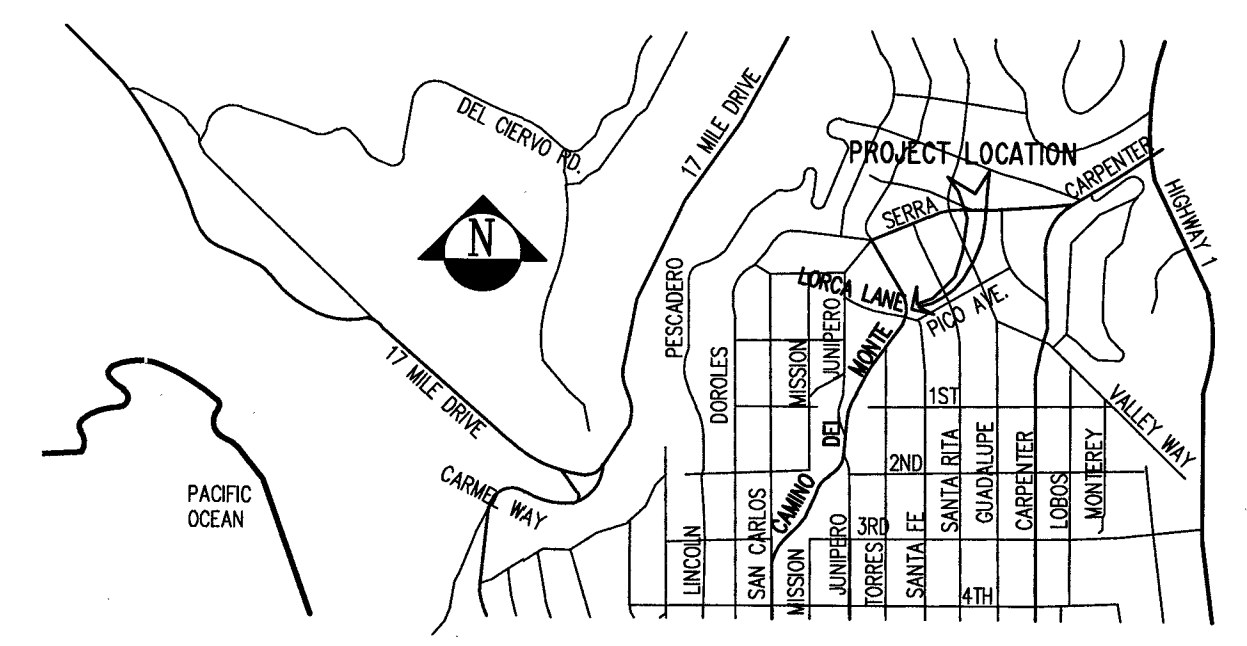
PLAN VIEW
 SCALE: 1" = 10'



TYPICAL SANITARY SEWER TRENCH DETAIL
 NO SCALE

NOTES:

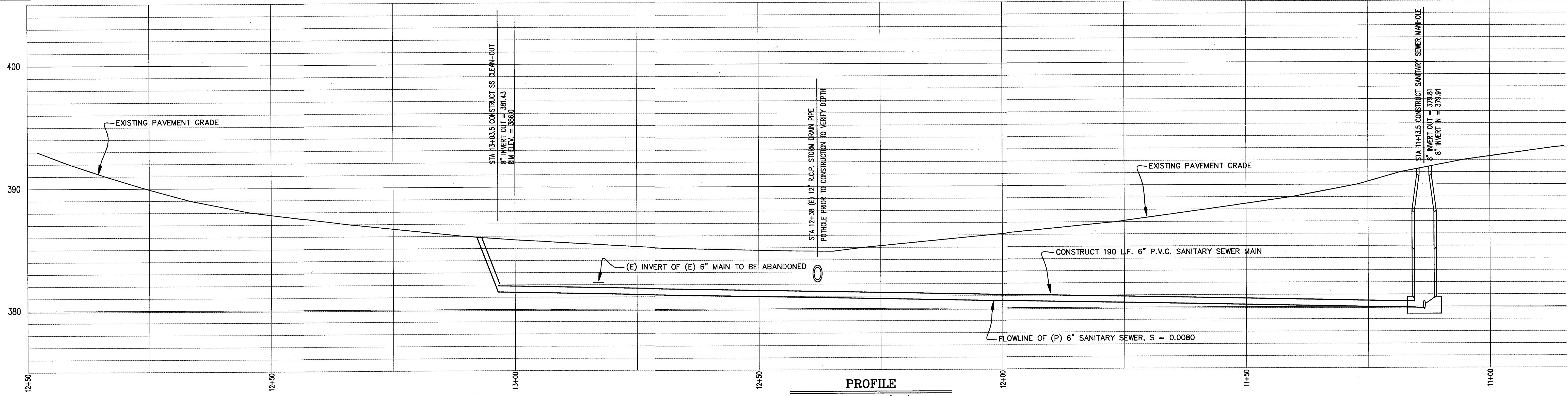
- REMOVAL AND RESTORATION OF EXISTING PAVEMENT SHALL CONFORM TO APPLICABLE CITY AND COUNTY STANDARDS. MINIMUM: 2" AC OVER 6" AGGREGATE BASE.
- PIPE FOUNDATION SHALL BE A MINIMUM OF 6" OR LESS FOR PIPES LESS THAN 10" IN DIAMETER OR WHEN THE DISTRICT MANAGER HAS DETERMINED THE SOIL TO BE UNSUITABLE.
- SHORING REQUIRED WHERE TRENCH DEPTH EXCEEDS 4'.
- RESTORE ALL (E) PAVEMENT MARKINGS AFTER FINAL TRENCH PATCHING.



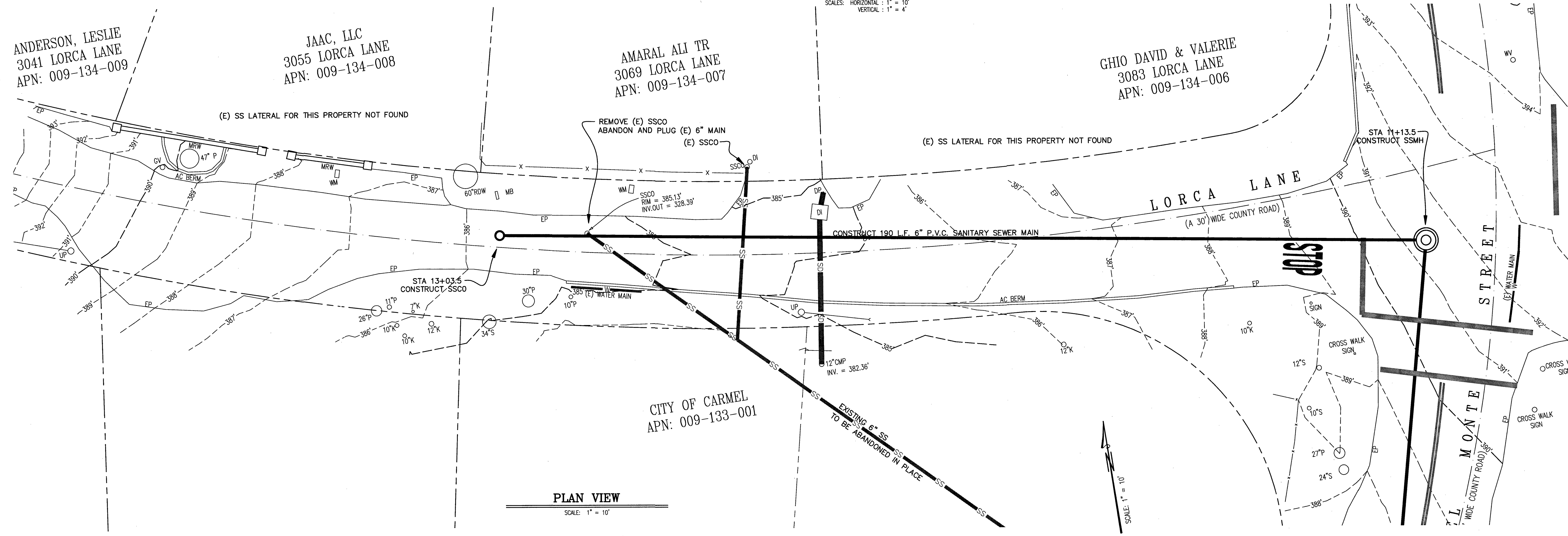
VICINITY MAP
 NO SCALE



REVISIONS		PLAN AND PROFILE	
DATE	BY	FOR CONSTRUCTION OF A REPLACEMENT SANITARY SEWER MAIN	
DEC 08, 2022	SCW	LORCA LANE AND CAMINO DEL MONTE	
DEC 21, 2022	SCW	PREPARED FOR THE	
		CARMEL AREA WASTEWATER DISTRICT	
		CARMEL COUNTY	STATE OF CALIFORNIA
		PREPARED BY	
		MONTEREY BAY ENGINEERS, INC.	
		CIVIL ENGINEERING • SUBDIVISIONS • LAND SURVEYING • CONSTRUCTION STAKING	
		607 CHARLES AVENUE SUITE B SEASIDE, CALIFORNIA 93955	PHONE (831) 899-7899
DATE:	SCALE:	DRAWN BY:	SHEET:
DECEMBER, 2022	1" = 10'	AL & SCW	1 OF 2
JOB No. 22-089			



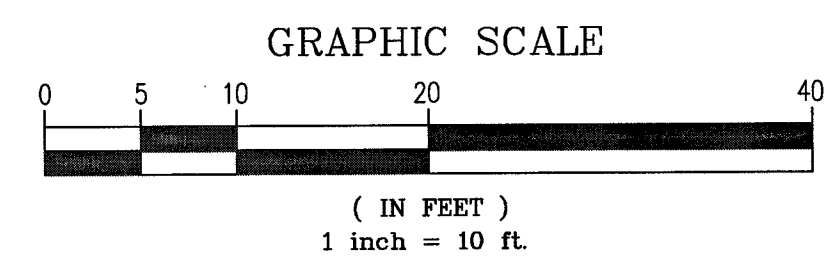
PROFILE
 SCALES: HORIZONTAL : 1" = 10'
 VERTICAL : 1" = 4'



PLAN VIEW
 SCALE: 1" = 10'

CONNECTION PROCEDURES FOR LORCA LANE LATERALS

- 3083 LORCA LANE: INTERCEPT (E) LATERAL THAT CROSSES LORCA LANE. CONSTRUCT WYE AT NEW MAIN. EXACT LOCATION OF THIS LATERAL IS NOT KNOWN.
- 3069 LORCA LANE: INTERCEPT (E) LATERAL THAT CROSSES LORCA LANE, AND CONSTRUCT WYE AT NEW MAIN.
- 3055 LORCA LANE: (E) LATERAL IS APPROXIMATELY IN LINE WITH THE (E) MAIN THAT WILL BE ABANDONED. CONSTRUCT WYE AT THE INTERSECTION WITH THE NEW MAIN.
- IF DIFFERENT CONDITIONS ARE ENCOUNTERED DURING EXCAVATION, CONTACT THE ENGINEER FOR A WRITTEN DETERMINATION OF ANY AUTHORIZED CHANGES PRIOR TO COMMENCING FURTHER WORK.



REVISIONS		PLAN AND PROFILE	
DATE	BY		
DEC 08, 2022	SCW	FOR CONSTRUCTION OF A REPLACEMENT SANITARY SEWER MAIN LORCA LANE AND CAMINO DEL MONTE PREPARED FOR THE CARMEL AREA WASTEWATER DISTRICT MONTEREY COUNTY STATE OF CALIFORNIA	
DEC 21, 2022	SCW		
		PREPARED BY MONTEREY BAY ENGINEERS, INC.	
		607 CHARLES AVENUE SUITE B SEASIDE, CALIFORNIA 93955 PHONE (831) 899-7899	
DATE:	SCALE:	DRAWN BY:	SHEET:
DECEMBER, 2022	1" = 10'	AL & SCW	2 OF 2
JOB No. 22-089			

RESOLUTION NO. 2023-02

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH MONTEREY PENINSULA ENGINEERING (MPE) FOR AN EMERGENCY SEWER RELOCATION AT LORCA LANE AND DEL MONTE STREET, FOR AN AMOUNT NOT TO EXCEED \$153,500, PROJECT #22-07

-oOo-

WHEREAS, the District is committed to addressing serious collections system pipeline failures; and

WHEREAS, Lorca Lane had a sewer that was being exposed by a drainageway and due to storm events in December 2022 and January 2023, the City of Carmel-by-the-Sea staff were concerned that damage of the sewer pipeline could result in serious environmental contamination of the waterway and therefore action must be taken as soon as feasible; and

WHEREAS, relocation of the pipeline is necessary for the protection of public health, welfare, and safety;

WHEREAS, Monterey Peninsula Engineering has provided the District with an acceptable bid of \$153,500 to replace the pipeline using open trench construction technology;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Carmel Area Wastewater District that it does hereby ratify the General Manager's decision to enter into a Contract with Monterey Peninsula Engineering for relocation of the pipeline at Lorca Lane and Del Monte Street and to implement such work as an emergency.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on January 26, 2023, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Ken White, President of the Board

ATTEST:

Domine Barringer, Secretary to the Board

STAFF REPORT



To: Board of Directors

From: Rachél Lather, Principal Engineer

Date: January 26, 2023

Subject: Acceptance of final completion of the Manhole
Rehabilitation Project #21-06

RECOMMENDATION

It is recommended that the Board of Directors adopt Resolution 2023-03 accepting the completed project and directing the General Manager to file a Notice of Completion for the subject project.

DISCUSSION

The project consisted of lining 52 manholes in poor condition located within the sewer service area of Carmel Area Wastewater District. The project was awarded to the contractor, Express Sewer and Drain, Inc, under resolution 2022-51, by the District Board on July 28, 2022. All work was completed on January 3, 2023. All work by the Contractor, Express Sewer & Drain, Inc. was inspected by District staff and was completed in conformance with our plans and specifications. Staff recommends that the Board of Directors accept the project and direct the General Manager to file a Notice of Completion with the Monterey County Recorder's Office.

FUNDING

The project was awarded to Express Sewer and Drain, Inc. in the amount of \$327,596 including extra work. No extra work was performed so the final cost is \$297,596. The project budget is \$362,300 including design, construction and inspection services.

Attachments: Resolution 2023-03
Notice of Completion to County to be filed
Signed CAWD Notice of Completion



Carmel Area Wastewater District

P.O. Box 221428 Carmel California 93922 •• (831) 624-1248 •• FAX (831) 624-0811

Barbara Buikema
General Manager
Ed Waggoner
Operations Superintendent
Robert R. Wellington
Legal Counsel

Board of Directors
Gregory D'Ambrosio
Michael K. Rachel
Robert Siegfried
Ken White
Kevan Urquhart

NOTICE OF COMPLETION 2022 MANHOLE REHABILITATION PROJECT

NOTICE IS HEREBY GIVEN that, I, Rachél L. Lather, Principal Engineer of the Carmel Area Wastewater District, Monterey County, California, on the 6th day of January, 2023 did file with the Secretary of said District my Certificate of Completion of the work described in the Contract awarded to and entered into with Express Sewer & Drain, Inc., on August 3, 2022 in accordance with the Plans and Specifications for said work filed with the Secretary and approved by the Board of Directors of said District.

That said work was completed on January 3, 2023 and that acceptance of said work is recommended for approval by resolution of the Board of Directors of said District to be adopted on January 26, 2023.

That said work consisted of the performance of all work and the furnishing of all labor, materials, equipment, and utility and transportation services required to complete the Contract as described in the plans and specifications.

Dated: January 6, 2023

RACHÉL LATHER, M.S., P.E.
PRINCIPAL ENGINEER

Exempt from recording fees as it benefits a government agency

Recording requested by and when recorded mail to:

Carmel Area Wastewater District
Attention: Rachél Lather
3945 Rio Road
Carmel, California 93922

No fee document pursuant to Government Code Section 27383

NOTICE OF COMPLETION

(CA Civil Code § § 8180-8190, 8100-8118, 9200-9208)

NOTICE IS HEREBY GIVEN by the Carmel Area Wastewater District (CAWD), that a certain project for a public works improvement consisting of lining 52 manholes in Carmel, California, has been completed pursuant to plans and specifications therefor entitled "Manhole Rehabilitation Project" and has been completed by the contractor, Express Sewer & Drain, Inc. Final Completion and Contract Acceptance by CAWD occurred January 6, 2023. The name and address of the contractor's surety is: Merchants Bonding Company(Mutual) P.O. Box 14498, Des Moines, IA 50306-3498.

The name and address of the owner of the property referred to hereinabove is Carmel Area Wastewater District, 3945 Rio Road, Carmel, CA 93922. The nature of the interest of the owners in the said property is as fee simple. The real properties on which said public works improvements and structures are situated are more particularly described as: Rio Road , Carmel, CA 93922.

Date: January 26, 2023

Barbara Buikema, CAWD General Manager

VERIFICATION

I, the undersigned, declare that I am the General Manager of the CARMEL AREA WASTEWATER DISTRICT and that I have read the foregoing Notice and know the content thereof; and that the same is true to the best of my knowledge and belief.

Executed on January 26, 2023 at Carmel, California.

I declare under penalty of perjury that the foregoing is true and correct.

Barbara Buikema, CAWD General Manager

RESOLUTION NO. 2023-03

A RESOLUTION ACCEPTING COMPLETED PROJECT AND
DIRECTING THE GENERAL MANAGER TO FILE A NOTICE OF COMPLETION
FOR THE MANHOLE REHABILITATION PROJECT #21-06

-oOo-

BE IT RESOLVED by the Board of Directors of the Carmel Area Wastewater District,
Monterey County, California, that:

WHEREAS, the Principal Engineer has provided the Board an accounting of the cost of Project (the "Project") in the amount of \$297,596. This amount is within the amount the Board previously authorized the General Manager to approve, making the total cost of the project \$297,596; and

WHEREAS, the Principal Engineer of said District has filed with the Secretary of said District an Engineer's Certificate regarding completion of the construction of the Project done under and pursuant to the contract between said District and Express Sewer and Drain, Inc. dated August 3, 2022; and

WHEREAS, it appears to the satisfaction of this Board that said project provided for under said contract has been completed as provided in said contract and the plans and specifications therein referred to and that the work was completed on January 3, 2023.

NOW, THEREFORE, BE IT ORDERED as follows:

1. That acceptance of said Manhole Rehabilitation Project be, and it is hereby made and ordered in accordance with California Civil Code §9200(a).

2. That in accordance with California Civil Code Section §9204 the General Manager is directed to file for record with the County Recorder of the County of Monterey a notice of completion as of the date of acceptance by the District of Manhole Rehabilitation Project as required by law.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on January 26, 2023 by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Ken White, President of the Board

ATTEST:

Domine Barringer, Secretary of the Board

STAFF REPORT

To: Board of Directors
From: Rachél Lather, Principal Engineer
Date: January 26, 2023
Subject: Santa Rita & Guadalupe Pipeline
Rehabilitation Project#23-01



RECOMMENDATION

It is recommended that the Board of Directors approve a resolution authorizing the General Manager to enter into a contract with MNS Engineers, Inc. (MNS) to provide design services for the Santa Rita & Guadalupe Pipeline Relocation project in the amount of \$171,464.

DISCUSSION

The sewer main in this area consists of 6 inch diameter vitrified clay pipe. Pipeline was observed to be in poor condition during video inspection. During Closed Caption Television Viewing (CCTV) recording of the pipelines, holes were observed in nine locations throughout the project area. Manholes are also in poor condition. Higher priority lines for replacement such as Scenic Drive, Carmel Meadows and Pescadero have been delayed due to permitting issues and in order to continue with our rehabilitation schedule, staff propose that the subject project be constructed in spring of 2023 rather than 2025.

The Carmel Area Wastewater District (District) has received a proposal dated January 4, 2023, from MNS Engineers, Inc. to evaluate the use of pipe bursting techniques to rehabilitate the pipeline and to complete the engineering design of the pipeline replacement. It is anticipated that environmental permitting and coastal development permitting is exempt for this project.

FUNDING

The project was not included in the 2022/2023 budget but other projects that were included have been delayed due to environmental, permitting and public outreach issues. It is recommended that funds budgeted for the Scenic Road Pipe Bursting project be used for the Santa Rita & Guadalupe Pipeline Rehabilitation project (\$3,500,000).

Attachment: (Exhibit A)-MNS Proposal-(Exhibit B)-Denise Duffy & Associates,
Resolution 23-04

AGREEMENT FOR CONSULTATION AND/OR OTHER SERVICES

THIS AGREEMENT dated _____, 2023, is by and between the **Carmel Area Wastewater District** (hereinafter referred to as the "District") and **MNS ENGINEERS, INC.** (hereinafter referred to as "Consultant"), for a project generally described as **Santa Rita & Guadalupe Pipeline Rehabilitation Project #23-01**.

1. GENERAL

The District engages the Consultant to furnish the services as defined in this agreement, at the compensation and upon the terms set forth herein and the Consultant accepts the engagement based upon the stated terms.

2. DUTIES OF THE CONSULTANT; SERVICES TO BE PERFORMED BY THE CONSULTANT

- A. The Consultant shall perform such duties and services as are listed on Exhibit "A". The services shall be completed according to the time schedule contained in Exhibit "A".
- B. Standard of Care: The standard of care applicable to the Consultant's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services. The Consultant will re-perform any services not meeting this standard without additional compensation.
- C. Consultant Professional Team: The Consultant shall provide and maintain the professional team to perform the services and furnish the materials in connection with this Agreement whose names and capacities are set forth on Exhibit "B". In the event that any member of that team shall leave the employ of the Consultant or be transferred to another office of the Consultant, the Consultant shall so advise the District and replace them with a new member who is competent to perform the required work and who shall be satisfactory to the District. Such other agents or employee contractors or subcontractors not listed on Exhibit "B" as may be required to perform any portion of this Agreement shall be competent and shall be suitably experienced in the function which they perform.

3. SERVICES OR MATERIALS TO BE PERFORMED OR FURNISHED BY District

- A. The District shall perform such services or furnish such materials to Consultant in connection with this Agreement as are set forth on Exhibit "C". If there are no entries on Exhibit "C", the District shall not be required to provide any services or furnish any materials to the Consultant. Unless otherwise provided on Exhibit "C", all services and material to be furnished by the District will be without cost to Consultant.
- B. The District will authorize the Consultant in writing to proceed prior to the Consultant starting work on any of the services listed in Exhibit "A".

- C. The District will make its facilities accessible to Consultant as required for Consultant's performance of its services. The District will be responsible for all acts of District's personnel performed within the scope of their employment.
- D. Unless otherwise agreed to in the Scope of Services, the District will obtain, arrange, and pay for all advertisements for bids, permits, and licenses required by local, state or federal authorities; and land, easements, rights-of-way, and access necessary for the Consultant's services or project construction.

4. PAYMENT BY THE DISTRICT: TIME AND MANNER OF PAYMENT

The District shall pay the Consultant, for all required services and materials furnished to fulfill this Agreement, the amount or amounts on a time and materials basis billed monthly, not to exceed \$171,464 (Exhibits "A" and "B") . Consultant agrees to accept the stated sums as full compensation for all required services due under this Agreement.

5. ADDITIONAL WORK

The Consultant shall be entitled to extra compensation for services or materials not otherwise required under this Agreement, provided that the District shall first have identified the service or materials as extra, and specifically requested extra services or materials in writing, and in no event shall the District be liable for payment unless the amount of extra compensation shall first have been agreed to in writing by the District.

6. EQUAL EMPLOYMENT OPPORTUNITY

The Consultant shall not discriminate against any employee or applicant for employment because of age, race, religious creed, color, national origin, physical handicap, medical condition, marital status or sex.

7. COMPLIANCE WITH LAWS

The Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules, and regulations affecting the performance of its services under this Agreement.

8. INDEPENDENT CONTRACTOR

The Consultant is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant, or employee of the District.

9. PROJECT REPRESENTATIVES; NOTICES

The District and the Consultant each designate the following persons to act as authorized representatives of the District and the Consultant in matters and decisions pertinent to the timely performance of this Agreement, and each authorized representative will have full powers to bind the District or the Consultant, including, but not limited to, transmitting instructions, receiving information, making project-related decisions not requiring official District approval, processing Consultant payment requests and other matters. All notices or other official correspondence relating to work under this Agreement may be given by being personally delivered, by being placed in the United States mail, first-class postage prepaid, or by being sent by overnight prepaid air freight, addressed to the party to whom notice is to be given. Each notice shall be deemed to be effective upon receipt, if personally delivered or sent by air freight, or five days after being so mailed. Any notice may also be given by facsimile. Notices shall be provided to the following names and addresses:

For the Carmel Area Wastewater District:

Rachél Lather, Principal Engineer
P. O. Box 221428
Carmel, CA 93922

For the Consultant:

Nick Panofsky, Supervising Engineer
811 El Capitan Way, Suite 130
San Luis Obispo, CA 93401

10. INSURANCE:

Prior to the commencement of services hereunder, the Consultant shall certify and provide evidence of coverage from responsible insurance carriers of the following insurance. Such insurance policy or policies shall be stated to be primary and noncontributing with any insurance which may be carried by the District. Consultant shall deliver to District certificates of insurance which shall provide that thirty days' notice will be given to District in the event of a reduction, modification or cancellation.

- a) Workers' Compensation and Employer's Liability Insurance. Workers' Compensation in compliance with the applicable state and federal laws. Employer's Liability limit \$1,000,000.
- b) Commercial General Liability Insurance, including Blanket Contractual, Broad Form Property Damage, Completed Operations and Independent Contractor's Liability, all applicable to Personal Injury, Bodily Injury and Property Damage to limit of \$1,000,000 per each occurrence/claim, subject to \$2,000,000 annual aggregate for Completed Operations and Personal Injury other than Bodily Injury.

- c) Comprehensive Automobile Liability Insurance including owned, hired and non-owned automobiles, Bodily Injury and Property Damage to a combined single limit of \$1,000,000.
- d) Professional Liability Insurance affording professional liability coverage to a combined single limit of \$1,000,000 per each occurrence/claim subject to a \$2,000,000 annual aggregate.
- e) Excess Liability Insurance following employers' liability afforded by item a) and other coverages afforded by items b), c) and d) set forth above, subject to a limit of liability of \$2,000,000 for each occurrence/ claim/aggregate.
- f) Additional Insured. District shall be included as an additional insured (but not as a named insured) on the Commercial General Liability, Comprehensive Automobile Liability and Excess Liability insurance policies described in parts b), c) and e) above; and as evidenced by filing with District the ISO (Insurance Service Office) CG 2010 endorsement form or equivalent.
- g) No Exclusion. No insurance coverages described herein shall exclude coverage for claims against the Consultant by the District because the District is named as an additional insured.

11. INDEMNITY

(a) Other than in the performance of design professional services by a design professional, which shall be as addressed by subsection (b) below, and to the full extent permitted by law, Consultant shall indemnify, immediately defend (with independent counsel reasonably acceptable to the District) and hold harmless the District, its board of directors, employees, officials and agents (collectively "Indemnified Parties" or in the singular "Indemnified Party") from and against any claims, losses, damages, penalties, fines and judgments, associated investigation and administrative expenses, and defense costs including but not limited to reasonable attorney's fees, court costs, expert witness fees and costs of alternate dispute resolution (collectively "Liabilities"), where same arise out of the performance of this Agreement by Consultant, its officers, employees, agents and sub-contractors. The duty to defend is a separate and distinct obligation from the Consultant's duty to indemnify and Consultant shall be obligated to defend in all legal, equitable, administrative or special proceedings upon tender to the Consultant of any claim in any form or at any stage of an action or proceeding, whether or not liability is established and the obligation extends through final judgment including exhaustion of any appeals.. The Consultant's obligation to indemnify applies unless it is finally determined that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally determined that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, the Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

(b) To the fullest extent permitted by law (including without limitation California Civil Code Sections 2782.8), when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is identified by said section 2782.8(c)(1-4) ("Design Professional") Design Professional shall indemnify, protect and hold harmless any Indemnified Party for all Liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional, or such acts or omissions of an officer, employee, agent or subcontractor of the Design Professional. Design Professional shall not have an immediate duty to defend an Indemnified Party, however, Design Professional's obligation to indemnify (including reimbursing the cost to defend) and hold the Indemnified Parties harmless applies unless it is finally determined that the liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. If it is finally determined that liability was caused by the comparative active negligence or willful misconduct of an Indemnified Party the Design Professional's indemnification obligation shall be reduced in proportion to the established comparative liability. Within 30 days following Design Professional's receipt of a properly presented written invoice Design Profession shall reimburse the Indemnified Party for the cost of reasonable attorney's fees and defense costs incurred by the Indemnified Party to the same extent of Design Professional's indemnity obligation herein. In no event shall the cost to defend charged to the Design Professional exceed the Design Professional's proportionate percentage of fault.

(c) The provisions of this Section are not limited by the provisions of sections relating to insurance including provisions of any worker's compensation act or similar act. Consultant expressly waives its statutory immunity under such statues or laws as to District, its employees and officials. An allegation or determination of comparative active negligence or willful misconduct by an Indemnified Party unrelated to design professional services does not relieve Consultant from its separate and distinct obligation to defend District.

Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance or subject matter of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder.

(d) If any action or proceeding is brought against any Indemnified Party by reason of any of the matters against which the Consultant has agreed to provide an immediate defense to any Indemnified Party, as provided above, Consultant, upon notice from the District, shall defend the Indemnified Party at Consultant's expense by independent counsel reasonably acceptable to the District. Unless otherwise provided above, an Indemnified Party need not have first paid for any of the matters to which it is entitled to indemnification in order to be so defended. Consultant may submit a claim to the District for reasonable defense costs (including attorney's and expert fees) incurred in providing a defense of any Indemnified Party to the extent such defense costs arise under principals of comparative fault from the Indemnified Party's active negligence, recklessness or willful misconduct.

(e) This obligation to indemnify and defend, as set forth herein, is binding on the successors, assigns, or heirs of Consultant and shall survive the termination of this Agreement or this Section.

12. FORCE MAJEURE

The Consultant is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the Consultant.

13. TITLE TO DOCUMENTS

All original calculations, photographs, maps, drawings, plans, design notes and other material or documents developed or used in connection with the performance of this Agreement shall be the property of the District, provided, however, that the Consultant may provide the District with legible photostatic copies in lieu of the originals. Any plans and specifications shall bear the name of the Consultant together with the Consultant's certification number, if any. If the Consultant's working papers or product includes computer generated statistical material, the Consultant shall provide the material to the District in a mutually agreed upon computer machine-readable format and media.

14. ASSIGNMENT

The Consultant shall not assign or sublet any portion of this Agreement without the express prior written consent of the District, which may be withheld by the District in its discretion.

15. TERMINATION

Without limitation to such rights or remedies as the District shall otherwise have by law, the District shall also have the right to terminate this Agreement for any reason upon seven (7) days' written notice to the consultant. This Agreement may also be terminated by either party upon seven (7) days' written notice should the other party fail substantially to perform in accordance with this Agreement through no fault of the other or if the project is stopped for a period of 60 days by conditions beyond the control of the District.

16. ADDITIONAL PROVISIONS, EXHIBITS

Additional provisions of this Agreement are set forth on Exhibits "A" - "B". All Exhibits shall be attached to this Agreement and are incorporated and made a part by reference.

17. AMENDMENT OR MODIFICATION

This Agreement may be amended, altered or modified only by written agreement executed by both parties.

18. FURTHER ASSURANCES

Each of the parties agree to execute and deliver to the other such documents and instruments, and to take such actions, as may reasonably be required to effectuate the terms and conditions of this Agreement; provided, however, such covenant shall not have the effect of increasing the obligations of any party pursuant to this Agreement or require any representations and warranties by any party.

19. SEVERABILITY

Should any provision of this Agreement be declared invalid and unenforceable in any jurisdiction by a court of competent jurisdiction, then such portion or provision shall be deemed to be severable, to the extent valid or unenforceable, from this Agreement as to such jurisdiction (but, to the extent permitted by law, not elsewhere) and shall not affect the remainder hereof. Notwithstanding the foregoing, a) such provision of this Agreement shall be interpreted by the parties and by any such court, to the extent possible, in such a manner that such provision shall be deemed to be valid and enforceable, and b) such court shall have the right to make such modifications to any provision of this Agreement as do not materially affect the rights or obligations under this Agreement of the parties hereto and as may be necessary in order for such provision to be valid and enforceable.

20. WAIVER

No waiver of any right or obligation of any of the parties shall be effective unless in a writing, specifying such waiver, executed by the party against whom such waiver is sought to be enforced. A waiver by any of the parties of any of their rights under this Agreement on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any other right at any time.

21. ATTORNEYS FEES

Should either party to this Agreement bring legal action against the other, (formal judicial proceeding, mediation or arbitration), the case shall be handled in Monterey County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator or arbitrator hearing the case and such fee shall be included in the judgment, together with all costs.

22. COUNTERPARTS

This Agreement may be executed in two counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same instrument.

23. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous negotiations, understandings or agreements of the parties, whether written or oral, with respect to such subject matter.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate by the duly authorized officers of each of the parties effective the date first shown above.

FOR THE DISTRICT

By: _____
General Manager

Approved as to Form:
District Legal Counsel

FOR THE CONSULTANT

By: _____
Printed Name: James A. Salvito
Title: President & CEO

By _____
Printed Name: Shawn Kowalewski
Title: Assistant Secretary/Vice President

Exhibit "A": MNS Proposal Consultant Scope of Services and Schedule
Exhibit "B": Denise Duffy & Associates, Inc. Consultant Team/Rate Sheet
Exhibit "C": None

Exhibit A**January 4, 2023**

Ms. Rachél Lather, M.S., P.E.
Carmel Area Wastewater District
3945 Rio Road
Carmel-By-The-Sea, CA 93923

SUBJECT: Proposal for Professional Engineering Services – Santa Rita St and Guadalupe St Sewer Main Replacement

Dear Mrs. Lather:

Thank you for the opportunity to submit this proposal for professional engineering services for the Santa Rita St and Guadalupe St Sewer Main Replacement Project (Project) for the Carmel Area Wastewater District (District or CAWD). MNS Engineers, Inc. (MNS) offers our qualified team to provide professional engineering services for this Project.

Project Understanding

The District is seeking an engineering consultant to provide professional design and permitting services for the replacement of existing gravity sewer along and near Santa Rita St. and Guadalupe St., within the City limits of Carmel-by-the-Sea, and within unincorporated Monterey County.

The sections of sewer main to be replaced are located on the northeast side of the City of Carmel-by-the-Sea in Monterey County, California. The existing alignments run through paved residential areas and unimproved easements. The Project includes replacement of approximately 8,715 linear feet (lf) of existing gravity sewers including:

- 1st Ave. – Carpenter St. to Lobos St. - (approx. 190 lf)
- 3rd Ave. – Santa Fe St. to Carpenter St. - (approx. 715 lf)
- Easement between Santa Fe St. and Santa Rita St., between 3rd and 4th Ave. - (approx. 250 lf)
- 5th Ave. – Just west of Santa Rita St. to Guadalupe St. - (approx. 360 lf)
- Easement between Santa Fe St. and Santa Rita St., between 5th and 6th Ave. - (approx. 250 lf)
- 6th Ave. – Santa Rita St. to Carpenter St. - (approx. 525 lf)
- Cabrillo St. – South of Serra Ave. to the southern terminus - (approx. 550 lf)
- Guadalupe Street – Halfway between Serra Ave. and Pico Ave. to halfway between 5th and 6th Ave. - (approx. 3,015 lf), and halfway between 5th and 6th Ave. and Ocean Ave. to – (North) (South) (approx. 340 lf)
- Pico St. – Santa Rita Street to Cabrillo Street – (approx. 475 lf)

MNS DETAILS**LEGAL NAME**

MNS Engineers, Inc.

FIRM OWNERSHIP TYPE

C-Corporation

YEAR FIRM ESTABLISHED

1962

CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS

DIR No. 1000003564

CORPORATE OFFICE201 N. Calle Cesar Chavez,
Suite 300

Santa Barbara, CA 93103

805.692.6921 Office/Fax

mnsengineers.com**LOCAL OFFICE**

811 El Capitan Way, Suite 130

San Luis Obispo, CA 93401

(805) 787-0326

PROJECT CONTACT

Nick Panofsky, PE

Lead Engineer

(805) 592-2074

Npanofsky@MNSengineers.com**AUTHORIZED SIGNATURE**

Miranda Patton, PE

Chief Business Development
Officer

(805) 896-9374

Mpatton@MNSengineers.com

- Valley Way – Guadalupe to Carpenter – (approx. 310 lf)
- Santa Rita St. – 2nd to 4th St. (approx. 850 lf), A short spur between 3rd and 4th Ave. (approx. 120 lf), 4th to 6th Ave. (approx. 660 lf), and 6th and Ocean Ave. (approx. 105 lf)

The sewer mains convey wastewater from primarily residential parcels within the District's service area. The existing 6-inch diameter vitrified clay pipe (VCP) sewer main and manholes were observed to be in poor condition during video inspection. The gravity sewer is expected to be replaced with 8-inch diameter High Density Polyethylene pipe (HDPE) using the pipe bursting installation method.

Project Approach

MNS will take a comprehensive approach to the Project, actively managing the individual tasks and minimizing District effort to move the Project forward. In addition to utilizing our in-house experienced survey, water resources, and construction management staff, we have will be supported by Denise Duffy and Associates (DDA) to provide coastal development permitting support.

We have prepared a reduced effort scope to accelerate the design process. We will limit topographic survey and utilize aerial imagery and publicly available parcel boundaries as project base maps. Only plan sheets will be prepared, without profiles, allocating responsibility for locating and protecting utilities to the contractor.

No geotechnical engineering or borings are proposed for this scope of work.

Scope of Work

MNS proposes the following scope of work to provide final design engineering services for the Santa Rita St and Guadalupe St Sewer Main Replacement Project. Brief descriptions of tasks and responsibilities are described below.

Task 1 – Project Management, Meetings, and QA/QC

This task includes Project Management, Quality Assurance/Quality Control (QA/QC), and meetings associated with the Project.

Subtask 1.1 – Project Management

The Project Manager will provide ongoing coordination of the project team including the District, subconsultant, and the internal project team. He will also monitor the budget and serve as the main point of contact with the District. Frequent phone calls and e-mail updates will be sent from the MNS Project Manager to the District Engineer in order to keep the coordination open and up-to-date. The MNS Project Manager will submit monthly invoices with all supporting documentation in a format acceptable to the District.

The MNS Project Manager will be responsible for ensuring all deliverable deadlines are met, all internal quality control reviews are completed, and the final products meet the expectations of the District.

Subtask 1.2 – Quality Assurance/Quality Control

In accordance with MNS company policy, all deliverables, calculations, recommendations, and other documentation will be reviewed by an experienced engineer, not otherwise associated with the Project, prior to submittal to the District. Documents will be reviewed to ensure technical excellence, the goals and expectations of the District are being met, and conformance with applicable design checklists and standards. For this project, all deliverables and other items requiring quality control reviews will be reviewed by Tyler Hunt, PE.

Subtask 1.3 – Meetings

Over the course of the Project, MNS will facilitate and lead meetings and conference calls as required to move the Project forward and ensure the District and other project stakeholders are informed and in concurrence with the progress of the Project. The Project Manager and additional staff will attend meetings as appropriate.

We have budgeted for three meetings:

- Project Kickoff Meeting and Site Visit
- 60 Percent Design Review Meeting
- 90 Percent Design Review Meeting

For each meeting, MNS will develop a meeting agenda, and will submit meeting minutes to the District within five business days. Design review meetings are anticipated to be virtual.

Task 1 Deliverables

- Meeting Agendas and Meeting Minutes
- Monthly Invoices

Task 2 – Site Survey, Utility Research, and Manhole Assessment

Task 2.1 – Topographic Survey

MNS will perform field surveying and mapping in support of the improvement designs. This scope of work includes locating and measuring inverts of approximately 44 sewer manholes along the identified pipeline alignments. The manhole coordinates will be on the NAD83, Epoch 2017.50 horizontal datum and NAVD88 vertical datum based on local CGPS ties. MNS will prepare manhole sheets with invert depths and information including photos of exposed manhole structures. This scope of work does not include topographic mapping or boundary/easement retracement.

Task 2.2 – Utility Research

MNS will contact utility agencies with below-grade facilities in the Project areas to obtain atlas maps and other available information regarding the type, size, location, material, and depth of existing utilities. We have budgeted \$100 to cover the costs of fees associated with these requests. Based on a USA Dig Alert look-up, we will contact the following entities with utilities in the Project area:

- Cal American Water Company
- Spectrum/Comcast
- City of Carmel-By-The-Sea
- AT&T / Pacific Bell
- Pacific Gas and Electric Company

Subtask 2.3 – Manhole Assessment Memorandum

MNS will utilize the District's manhole condition assessment database, as well as field photos collected during survey efforts to review the condition of each manhole included in the project area. We will develop a brief technical memorandum (TM) documenting identified condition issues, and recommended rehabilitation actions for each manhole. The TM will be submitted in draft format for District review and comment. Following receipt of comments, MNS will finalize the TM. The final TM will be stamped and signed by a licensed professional civil engineer.

Task 2 Deliverables

- Draft and Final Manhole Condition TM

Task 3 – Design Documents

Utilizing the site information collected in Task 2, MNS will prepare detailed drawings for the Project. Drawings will be prepared in the latest version of AutoCAD Civil3D. Plan sheets will be prepared with a horizontal scale of 1-inch equals 20-feet. No profiles are planned.

An anticipated sheet list includes:

Sheet No.	Designation	Description
1	G-1	Title Sheet, Location Map, Vicinity Map, and Sheet
2	G-2	Notes, Abbreviations, and Legend
3	G-3	Sheet Layout Plan and Survey Control
4 - 15	C-1 – C-12	Sewer Plan Sheets 1 through 11
16	C-13	Sewer Manhole Repair Schedule and Details
17	C-14	Sewer Trench, Connection, and Miscellaneous Details

We assume the Contractor will be responsible for developing sewer bypass plans, with the requirements of the plans detailed in the technical specifications.

Specifications

We will prepare technical specifications using the District’s boilerplate Special Provisions template. MNS will develop technical specifications in CSI format for this Project based on CAWD Engineering Standards and Standard Specifications for Public Works Construction (Greenbook). Design specifications will be in conformance to jurisdictional entities including the City of Carmel-by-the-Sea, County of Monterey, the District, and other entities as required.

Engineer’s Opinion of Probable Construction Cost

MNS will prepare an Engineer’s Opinion of Probable Construction Cost for each design submittal. We will base the estimate on recent projects of similar size and scope upon which we have worked, as well as cost estimating manuals, communication with contractors, and other resources.

Task 3 Deliverables

- 60 percent, 90 percent, and Final PS&E Design Documents

Task 4 – Permitting Support

MNS, with support from our subconsultant DDA, will support the District to apply for coastal development clearances for the Project. DDA will provide coastal permitting in accordance with the City and County’s Local Coastal Plans, in accordance with their attached proposal. Additionally, DDA will prepare an arborists report for the Project, also in accordance with their attached proposal.

MNS will support and coordinate DDA’s work.

We assume the District will file a Notice of Exemption for compliance with the California Environmental Quality Act (CEQA), and no support from the MNS team will be required.

We have budgeted to coordinate and participate in up to two calls each with the City and County to discuss the Project and incorporate appropriate design features into the contract documents to streamline the encroachment permit process. We assume

preparation of applications for encroachment permits from the City and County will be the responsibility of the contractor, including preparation of traffic control plans, if required.

Task 4 Deliverables

- City and County Coastal Development Applications
- Arborist Report

Task 5 – Additional As-Needed Services

At the request of the District, a budget has been established to provide additional professional services in support of the Project on an as-needed basis. Budget associated with this task will not be utilized without written authorization from the District. Work will be completed on a mutually agreeable schedule.

Project Team

MNS has assembled a qualified team with the skills and expertise to bring this project to completion in line with the District’s goals. Detailed resumes for individual team members are available upon request. Project roles and responsibilities will be as follows:

- Project Manager – Nick Panofsky, PE
- Project Engineer – Jordyn Doyle, PE
- Survey Lead – Shane Sobecki, EIT, PLS
- Coastal Commission Permitting Support – Diana Staines, DDA

Additional staff will be utilized on an as-needed basis to complete the work as described herein.

Schedule

MNS will work with the District to complete the Project on a timeline commensurate with District goals. A tentative schedule is presented below.

Milestone	Target Date
Design NTP	February 1, 2023
Topographic Survey	6 Weeks Following NTP
60 Percent Design Submittal	10 Weeks Following NTP
90 Percent Design Submittal	4 Weeks Following 60 Percent Review Meeting
Final Design Submittal	2 Week Following 90 Percent Review Meeting

Compensation

MNS proposes to perform the services described herein for a not-to-exceed fee estimate of **\$171,464**. A detailed fee proposal spreadsheet is provided as an attachment, and a fee summary is provided in the following table. All fees are in accordance with the 2023/4 MNS Standard Fee Schedule, also provided as an attachment.

Task	Fee
Task 1 – Project Management, QA/QC, and Meetings	\$14,736
Task 2 – Site Survey, Utility Research, and Manhole Assessment	\$23,118
Task 3 – Design Documents	\$80,320
Task 4 – Permitting Support	\$33,290
Task 5 – Additional As-Needed Services	\$20,000
Total	\$171,464

Closing

Thank you for the opportunity to submit this proposal. We are excited and look forward to working with the District. This proposal is valid for six (6) months from the date of submission. Please feel free to contact me with any questions you may have about our submittal at 805.722.2734 or npanofsky@mnsengineers.com. Thank you for your consideration.

Sincerely,
MNS Engineers, Inc.



Nick Panofsky, PE
 Lead Engineer

Attachments: MNS Fee Schedule
 Fee Estimate Spreadsheet
 DDA Proposal



STANDARD SCHEDULE OF FEES

	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
PROJECT/PROGRAM MANAGEMENT					
Principal-In-Charge	\$320	\$333	\$346	\$360	\$374
Senior Project/Program Manager	\$295	\$307	\$319	\$332	\$345
Project/Program Manager	\$255	\$265	\$276	\$287	\$298
Assistant Project/Program Manager	\$215	\$224	\$233	\$242	\$252
Senior Project Coordinator	\$175	\$182	\$189	\$197	\$205
Project Coordinator	\$145	\$151	\$157	\$163	\$170
ENGINEERING					
Principal Engineer	\$280	\$291	\$303	\$315	\$328
Lead Engineer	\$245	\$255	\$265	\$276	\$287
Supervising Engineer	\$235	\$244	\$254	\$264	\$275
Senior Project Engineer	\$220	\$229	\$238	\$247	\$257
Project Engineer	\$200	\$208	\$216	\$225	\$234
Associate Engineer	\$180	\$187	\$195	\$202	\$211
Assistant Engineer	\$165	\$172	\$178	\$186	\$193
SURVEYING					
Principal Surveyor	\$260	\$270	\$281	\$292	\$304
Lead Surveyor	\$250	\$260	\$270	\$281	\$292
Senior Survey Project Manager/Supervising Surveyor	\$215	\$224	\$233	\$242	\$252
Senior Project Surveyor	\$195	\$203	\$211	\$219	\$228
Project Surveyor	\$170	\$177	\$184	\$191	\$199
Senior Land Title Analyst	\$165	\$172	\$178	\$186	\$193
Associate Project Surveyor	\$160	\$166	\$173	\$180	\$187
Associate Project Surveyor	\$145	\$151	\$157	\$163	\$170
Party Chief (PW)	\$170	\$177	\$184	\$191	\$199
Chainperson (PW)	\$150	\$156	\$162	\$169	\$175
One-Person Survey Crew (PW)	\$210	\$218	\$227	\$236	\$246
TECHNICAL SUPPORT					
CADD Manager	\$195	\$203	\$211	\$219	\$228
Supervising Technician	\$165	\$172	\$178	\$186	\$193
Senior Technician	\$155	\$161	\$168	\$174	\$181
Engineering Technician	\$125	\$130	\$135	\$141	\$146
ADMINISTRATIVE SUPPORT					
Senior Management Analyst	\$180	\$187	\$195	\$202	\$211
Management Analyst	\$155	\$161	\$168	\$174	\$181
IT Technician	\$135	\$140	\$146	\$152	\$158
Graphics/Visualization Specialist	\$120	\$125	\$130	\$135	\$140
Administrative Assistant	\$95	\$99	\$103	\$107	\$111



STANDARD SCHEDULE OF FEES

DIRECT EXPENSES

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate. Expert Witness services will be charged at three (3) times listed rate.

PREVAILING WAGE RATES

Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law and are subject to increases per DIR.

ANNUAL ESCALATION

Standard fee rates provided for each classification are subject to an annual escalation at the start of each fiscal year.

OVERTIME

Overtime for non-exempt employees will be charged at 1.5 x hourly rate; overtime for exempt employees and other classification will be charged at 1 x hourly rate.

Carmel Area Wastewater District
Snata Rita St and Guadalupe St Sewer Main Replacement



	2023/4 Rate	PM		ENGINEERING		SURVEYING					DESIGN	Total Resource Hours	Total Hours* Rates	SUBCONSULTANTS						
		Lead Engineer - NP	Lead Engineer - TNH	Project Engineer - JD	Assistant Engineer - EC	Principal Surveyor - SS	Associate Project Surveyor	Assistnat Project Surveyor	Party Chief	Chairperson	Senior CADD Technician			Subconsultant Participation	Denise Duffy and Associates	Total Subconsultant Costs	Summary	Total MNS Resource Costs	Total Subconsultant Costs & All Reimbursable Expenses With 15% Markup	Total
1 – Project Management, QA/QC, and Meetings	Task 1																			
1.1 Project Management	Task 1.1	24										24	\$6,120	Task 1.1	\$0	\$0	Task 1.1	\$6,120	\$0	\$6,120
1.2 QA/QC	Task 1.2		12									12	\$3,060	Task 1.2	\$0	\$0	Task 1.2	\$3,060	\$0	\$3,060
1.3 Meetings (3)	Task 1.3	12		12								24	\$5,556	Task 1.3	\$0	\$0	Task 1.3	\$5,556	\$0	\$5,556
Task 1 Subtotal		36	12	12	0	0	0	0	0	0	0	60	\$14,736		\$0	\$0	Task 1 Subtotal	\$14,736		\$14,736
2 – Site Survey, utility Research, and Manhole Assessment	Task 2																			
2.1 Topographic Survey	Task 2.1					8	16	4	32	30		90	\$15,764	Task 2.1	\$0	\$0	Task 2.1	\$15,764	\$0	\$15,764
2.2 Utility Research	Task 2.2	2		12								14	\$3,006	Task 2.2	\$0	\$0	Task 2.2	\$3,006	\$0	\$3,006
2.3 Manhole Assessment Memorandum	Task 2.3	4		16								20	\$4,348	Task 2.3	\$0	\$0	Task 2.3	\$4,348	\$0	\$4,348
Task 2 Subtotal		6	0	28	0	8	16	4	32	30	0	124	23,118		\$0	\$0	Task 2 Subtotal	\$23,118		\$23,118
3 – Design Documents	Task 3																			
3.1 Design Documents	Task 3.1	80		160	80						80	400	\$80,320	Task 3.1	\$0	\$0	Task 3.1	\$80,320	\$0	\$80,320
Task 3 Subtotal		80	0	160	80	0	0	0	0	0	80	400	\$80,320		\$0	\$0	Task 4 Subtotal	\$80,320		\$80,320
4 – Permitting Support	Task 4																			
4.1 Permitting Support	Task 4.1	12		8								20	\$4,724	Task 4.1	\$24,840	\$24,840	Task 4.1	\$4,724	\$28,566	\$33,290
Task 4 Subtotal		12	0	8	0	0	0	0	0	0	0	20	4,724		\$24,840	\$24,840	Task 5 Subtotal	\$33,290		\$33,290
5 – Additional As-Needed Services	Task 5																			
5.1 Additional As-Needed Services	Task 5.1											0	\$0	Task 5.1	\$0	\$0	Task 5.1	\$20,000	\$0	\$20,000
Task 5 Subtotal		0	0	0	0	0	0	0	0	0	0	0	\$0		\$0	\$0	Task 4 Subtotal	\$20,000		\$20,000
Sub-Total	Hours	134	12	208	80	8	16	4	32	30	80	604	\$122,898	Sub-Total	\$24,840	\$24,840	Grand Total	\$142,898	\$28,566	\$171,464
	Cost	\$34,170	\$3,060	\$43,264	\$13,760	\$2,160	\$2,656	\$604	\$5,664	\$4,680	\$12,880									

January 4, 2023

Nicholas Panofsky, P.E.
npanofsky@mnsengineers.com
(805) 787-0326
Lead Engineer
MNS Engineers, Inc.

**RE: Carmel Area Wastewater District Santa Rita and Guadalupe Pipeline
Permitting Services**

Dear Mr. Panofsky:

The Carmel Area Wastewater District (CAWD) is proposing to replace approximately 1.6 miles of sanitary sewer pipelines in the City of Carmel-by-the-Sea and unincorporated Monterey County (project). MNS Engineers, Inc. (MNS) has requested that Denise Duffy and Associates (DD&A) provide a proposal to provide permitting services for the project. DD&A assumes that CAWD will prepare a Categorical Exemption for the project in compliance with the California Environmental Quality Act (CEQA). DD&A is providing the following scope of work and cost estimate.

Task 1. Land Use Permitting – The majority of the project is within the Coastal Zone of City of Carmel-by-the-Sea (City). A small portion of the project (located within Guadalupe Street, Cabrillo Street, Pico Avenue, and Valley Way; north of 1st Street and south of Sierra Avenue) is located within the Coastal Zone of Monterey County (County). The City’s Local Coastal Program was certified by the California Coastal Commission in 2004. The County’s Local Coastal Program was initially certified by the California Coastal Commission in 1983. DD&A will work with the client to submit project plans and required materials to both the City and the County. *The required level of permitting for the project will ultimately be determined by the affected jurisdictions.* For each of the affected jurisdictions, the project may:

- Qualify for an exemption;
- Be approved administratively; or
- Require a Land Use Permit.

This scope of work assumes that the project can be approved either with an exemption or administratively by both the City and the County. It should be noted, however, that the actual cost for land use permitting can be highly variable depending on the level of permitting required and potential other unexpected circumstances.

Task 2. Tree Inventory and Arborist Report – DD&A’s certified arborist will conduct a tree inventory at all excavation locations (i.e., manholes and lateral locations for each home) in accordance with Carmel-by-the-Sea Municipal Code (CMC) Chapter 17.48 regulating trees and shrubs. DD&A will prepare an Arborist Report to summarize the findings of the tree survey described above. The report will include an analysis of potential impacts to the trees that could result from construction of the project and will include recommendations for project-specific best management practices for working near trees. A more detailed description of this work can be found in **Attachment 1**.

Cost Estimate

Task	
Task 1. Land Use Permitting	\$17,500
Task 2. Tree Inventory and Arborist Report	\$7,340
Total	\$24,840

A rate sheet showing hourly rates for DD&A staff is included in **Attachment 2**. DD&A will bill on a time and material basis. The actual cost to complete the work tasks described above could be greater or less than the cost estimate depending on the level of permitting required for the project. Please let me know if you have any questions or if you would like to discuss further. Thank you for having us as a part of the team.

Sincerely,



Diana Staines, AICP
Deputy Project Manager
dstaines@ddaplanning.com

Attachment 1

Arborist Scope and Budget



SCOPE OF WORK

Task 1. Field Review and Tree Inventory

DD&A's certified arborist will conduct a tree inventory at all excavation locations (i.e., manholes and lateral locations for each home) in accordance with Carmel-by-the-Sea Municipal Code (CMC) Chapter 17.48 regulating trees and shrubs. DD&A will identify all proposed site improvements and location, size, and species of all trees within the excavation locations.

Assumption

This task includes a tree inventory of only the trees within and adjacent to the proposed excavation locations and staging areas. If requested, DD&A is available to conduct a tree inventory of the entire project site; however, this would be a significantly larger effort that would require a budget amendment.

Task 2. Preparation of Arborist Report and Tree Removal Application

DD&A will prepare an Arborist Report that incorporates the findings of *Task 1*. The report will include a description and a map all trees that fall within or adjacent to the proposed excavation locations. The report will also include an analysis of potential impacts to the trees that could result from construction of the project, and will include recommendations for project-specific best management practices for working near trees that should be implemented throughout construction. Tree removal is not anticipated as part of the project; however, excavation may result in impacts to tree roots and would require a tree removal permit from the City. Therefore, the arborist report will include all required components of a tree removal permit application for submittal to the City and associated mitigation, as necessary, to reduce or avoid impacts to neighboring trees and other biological resources.

Denise Duffy & Associates Cost Estimate					
TASKS #	Task Description	Certified Arborist/Senior Scientist	Associate Environmental Scientist	GIS Specialist	Task Total
	Rate	\$ 148.00	\$ 125.00	\$ 115.00	
1	Field Review and Tree Inventory	16	16		\$ 4,368
2	Preparation of Arborist Report and Tree Removal Application	8	10	2	\$ 2,664
Total DDA hours by person		24	26	2	52
Total DDA cost by person		\$ 3,552	\$ 3,250	\$ 230	\$ 7,032

Expenses	TOTAL COST	\$ 7,340
Equipment	\$250.00	
Mileage	\$50.00	
Admin Fee	\$7.50	
Total Expenses	\$307.50	

Attachment 2

Rate Sheet



Denise Duffy & Associates, Inc.

PLANNING AND ENVIRONMENTAL CONSULTING

2023 SCHEDULE OF RATES

Principal	\$252.00
Senior Compliance Manager/Engineering Specialist	\$212.00
Principal Planner	\$190.00
Senior Project Manager	\$182.00
Senior Botanist	\$168.00
Senior Planner/Scientist II	\$167.00
Project Manager	\$159.00
Senior Planner/Scientist/Arborist	\$148.00
Assistant Project Manager	\$133.00
Environmental Biologist	\$127.00
Associate Planner/Scientist II	\$125.00
Associate Planner/Scientist I	\$121.00
Assistant Planner/Scientist II	\$112.00
Assistant Planner/Scientist I	\$108.00
GIS/Computer Specialist	\$115.00
Administrative Manager	\$ 94.00
Database/Designer/Graphics	\$ 85.00
Planning Technician	\$ 80.00
Field Technician	\$ 76.00
Production Editor	\$ 83.00
Administrative Assistant	\$ 73.00

Direct reimbursable costs associated with the execution of a project are charged at cost plus 15%. These expenses may include, but are not limited to: subconsultant services, printing and graphic charges, permits, filing fees, authorized travel charges, courier, postage, mileage and field supplies. Mileage will be charged at the current IRS mileage rate.

Above rates are effective through 12/31/2023 and may be adjusted thereafter.

RESOLUTION 2023-04

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A CONTRACT WITH MNS ENGINEERS TO PROVIDE DESIGN SERVICES FOR THE SANTA RITA & GUADALUPE PIPELINE REHABILITATION, IN AN AMOUNT NOT TO EXCEED \$171,464- PROJECT #23-01

WHEREAS, the District approved the 2022/2023 budget that did not include funding for the Santa Rita & Guadalupe Pipeline Rehabilitation Project consulting work;

WHEREAS, the District has delayed the construction of the Scenic Pipe Bursting Project due to unanticipated downstream impacts and permitting that need to be addressed;

WHEREAS, there is \$3.5 Million in 2022/2023 budget for the Scenic Pipe Bursting Project that can be utilized for funding work associated with the Santa Rita & Guadalupe Pipeline Rehabilitation Project;

WHEREAS, the District received a proposal from MNS Engineers for professional engineering services to finalize the preliminary engineering report and prepare the Final Design documents for the Santa Rita & Guadalupe Pipeline Rehabilitation Project;

WHEREAS, in order to proceed with design of the project, the District must execute a contract with MNS Engineers to finalize the engineering report and prepare plans and specifications for the project as summarized in their proposal dated January 4, 2023 in the amount of \$171,464; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Carmel Area Wastewater District, hereby authorizes the General Manager to enter into a contract with MNS Engineers to finalize the engineering report and prepare plans and specifications for rehabilitation of the Santa Rita and Guadalupe pipelines in Carmel-by-the-Sea.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on January 26, 2023.

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Ken White, President of the Board

ATTEST:

Domine Barringer, Secretary to the Board

STAFF REPORT



To: Board of Directors
From: Rachél Lather, Principal Engineer
Date: January 26, 2023
Subject: Scenic Road Pipe Bursting Ocean to
Bay Project #20-08 Amendment #5

RECOMMENDATION

It is recommended that the Board of Directors authorize the General Manager to amend a contract with MNS Engineering, Inc. to provide design support for additional pipeline segments and coastal permitting support in the amount of \$125,065, resulting in a total contract amount of \$620,093.

DISCUSSION

The Scenic Road collection line is a high priority for rehabilitation due to the condition of the pipeline and its location with respect to the Pacific Ocean. The District Board approved Resolution 21-11 on February 25, 2021 authorizing the General Manager to enter into a contract with MNS Engineering, Inc. to provide design services for the project in the amount of \$152,685. On August 26, 2021 the Board of Directors approved Resolution 21-48 approving Amendment #1, in the amount of \$32,690, to authorize utility location services to be added to the contract. On September 30, 2021 the Board of Directors approved Resolution 21-55 approving Amendment #2, in the amount \$47,577, to authorize further studies, preparation of a Cultural Resources letter report and potentially preparation of an Initial Study/Negative Declaration. On November 2, 2021 the Board of Directors approved Resolution 21-58 amending the contract by \$72,455 in order to include Coastal Permitting as part of the scope of work. On January 27, 2022 the Board of Directors approved Resolution 22-02 in the amount of \$189, 621 in order to add additional pipeline design and environmental review scope to the project.

Over the course of project development, discussion with the Pebble Beach Community Service District (PBCSD) regarding current operational practices resulted in modifications being required to the project. Due to downstream capacity limitations, at some point in the past, a plate was installed over the outlet of manhole Q640, allowing the collection system to surcharge and spill into the existing 27" PBCSD interceptor pipeline.

No documentation regarding an agreement to allow this operational mode has been located. PBCSD has requested the District no longer use this mode of operation and remove the plate in Manhole Q640.

This change in operation will require replacing pipe segments downstream of Manhole Q640 to accommodate additional flows. Pipelines currently included in the scope of work between Manholes Q640 and R622 on Camino Real and 14th Avenue will be upsized. In addition, approximately 1,100 LF of 12-inch sewer will be replaced and upsized as part of the project. A replacement pipe size will be recommended based on hydraulic modeling using collected survey data, and District provided flow data. The additional sewer replacement will be on private property of the parking lot and driveway of Mission Ranch Between 15th Avenue and Dolores Street.

Approximately 1,705 linear feet of 6-inch sewer and 1,099 linear feet of 12-inch sewer will be upsized, replaced and added to the project. In total, approximately 10,624 linear feet of sewer main will be replaced.

The attached proposal from MNS Engineering, Inc. outlines the specific tasks associated with increasing the project scope of work for a total cost of \$125,065.

FUNDING

The 2022/2023 budget for this project is \$3,500,000.

Attachment 1: MNS Contract Amendment #5 in the amount of \$125,065

Attachment 2: Resolution 2023-0 Authorizing the General Manager to sign an Amendment #5 to Contract with MNS Engineering, Inc.



Committed to improving
people's lives every day

December 14, 2022

Carmel Area Wastewater District

Attention: Ms. Rachél Lather, M.S., P.E. - Principal Engineer

3945 Rio Road

Carmel-By-The-Sea CA 93923

SUBJECT: Proposal for Professional Engineering Services – Scenic Drive Sewer Main Replacement Project, Amendment No. 5, Additional Scope

Dear Ms. Lather,

Thank you for the opportunity to submit this amendment request for additional services for the Scenic Drive Sewer Main Replacement Project (Project) for the Carmel Area Wastewater District (District). Following discussions with the District and the Pebble Beach Community Services District (PBCSD), the District requested additional sewer segments be included in the Project to minimize future permitting efforts and address capacity issues.

Project Understanding

MNS is currently developing design documents for replacement of approximately 9,525 linear feet (LF) of existing gravity sewer main.

Over the course of Project development, discussion with the PBCSD regarding current operational practices resulted in modifications being required to the Project. Due to downstream capacity limitations, at some point in the past, a plate was installed over the outlet of manhole Q640, allowing the collection system to surcharge and spill into the existing 27" PBCSD interceptor pipeline. No documentation regarding an agreement to allow this operational mode has been located. PBCSD has requested the District no longer use this mode of operation and remove the plate in Manhole Q640.

This change in operation will require replacing pipe segments downstream of Manhole Q640 to accommodate additional flows. Pipelines currently included in the scope of work between Manholes Q640 and R622 on Camino Real and 14th Avenue will be upsized. In addition, approximately 1,100 LF of 12-inch sewer will be replaced and upsized as part of the Project. A replacement pipe size will be recommended based on hydraulic modeling using collected survey data, and District provided flow data.

The additional sewer replacement will be on private property of the parking lot and driveway of Mission Ranch Between 15th Avenue and Dolores Street. The work to be added to the Project includes:

- Replacement of existing 12-inch vitrified clay pipe (VCP) from MH R623 to MH R624 in 15th Avenue (329 LF)
- Replacement of existing 12-inch VCP from MH R624 to MH R628 in Dolores Street (373 LF)

- Replacement of existing 12-inch VCP from MH R628 to MH R631 in Dolores Street (315 LF)
- Replacement of existing 12-inch VCP from MH R631 to a new manhole on Dolores Street (82 LF).

Project Scope

Due to the changes in the scope of the Project, additional project management, survey, utility research, detailed design, permitting support, and environmental compliance support will be required. MNS proposes to facilitate additional support services under Tasks 1-5 as described below.

Task 1 – Project Management, QA/QC, and Meetings

This task includes Project Management, QA/QC, and meetings associated with the Project.

Subtask 1.1 – Project Management

The Project Manager, Nick Panofsky, PE, will continue to provide ongoing coordination of the Project team including the District, subconsultants, and the internal project team during design of the Project. He will also monitor the budget and serve as the main point of contact with the District during Project design.

The MNS Project Manager will be responsible for ensuring all deliverable deadlines are met, all internal quality control reviews are completed, and the final products meet the expectations of the District.

Subtask 1.2 – Quality Assurance/Quality Control

In accordance with MNS company policy, all deliverables, calculations, recommendations, and other documentation will be reviewed by an experienced engineer, not otherwise associated with the Project, prior to submittal to the District. Documents will be reviewed to ensure technical excellence, the goals and expectations of the District are being met, and conformance with applicable design checklists and standards. For the Project, all additional work will be reviewed by Tyler Hunt, PE, Lead Engineer.

Subtask 1.3 – Design Meetings

MNS anticipates two meetings will be required to facilitate the additional work. We have budgeted for two additional meetings:

- Additional Work Site Visit
- 60% Design Review Meeting (virtual)

For the 60% Design Review Meeting, MNS will develop a meeting agenda, and will submit meeting minutes to the District within three business days. The Project Manager and staff and subconsultants will attend as appropriate.

Task 2 – Survey, Utility Research, and Manhole Condition Assessment

Subtask 2.1 Topographic Survey

A field survey will be performed in the added areas in support of the improvement design. Information received will be incorporated into the Project base map and considered in the Project design.

MNS will perform field surveying and mapping along Dolores St and Mission Ranch parking lot between Lasuen Dr and 14th/15th Ave intersection (Approx. 1,100 LF). MNS will establish control on the NAD83, Epoch 2017.50 horizontal datum and NAVD88 vertical datum based on local benchmarks. The mapping will stay within the paved roadway limits. The survey mapping will include the following items:

1. Cross sections at 50' intervals to develop approx. roadway profile
2. Observable utilities (does not include underground utilities)
3. Locations and dips of existing sewer/storm drain manholes (10 structure estimate)

MNS will prepare a base map in AutoCAD at a scale of 1" = 20' with 1' contour intervals.

This scope of work does not include complete roadway features such as curbs, driveway, walls, trees, etc. In addition, this scope of work does not include boundary or easement retracement.

Subtask 2.3 Utility Research

Utilities are present which need to be identified and addressed to avoid potential impacts. MNS will contact utility owners with facilities in the expanded project area to obtain utility atlas maps or record drawings. Information received will be incorporated into the Project base map and considered in the Project design.

Task 4 – Detailed Design

The design for added sewer pipe segments requires preparation of three additional Sewer Plan and Profile sheets and associated design details and specifications. The work will be incorporated into the current plan set, which will be resubmitted at the 60% complete design stage. Future design deliverables will be submitted in accordance with our original proposal incorporating the additional pipe segments.

Task 5 – Environmental Permitting Support

Our subconsultant, Rincon, will continue to provide environmental permitting and environmental support for the Project. A detailed amendment request for Rincon's services is provided as an attachment, and includes additional project management, cultural resources support, revisions to the Initial Study and Mitigated Negative declaration (IS-MND), and expansion of an arborist's report and tree protection plan, as well an escalation of unbilled work due to changes in rate schedules. These services are summarized in the following tasks. MNS will coordinate Rincon's work.

Subtask 5.3 Cultural Resources Support

Rincon will expand the scope of previously contracted work to incorporate the expanded Project areas. Scope to be included is detailed in Rincon's amendment request, attached.

Subtask 5.4 Initial Study-Mitigated Negative Declaration

Rincon will incorporate the additional Project work into the previously scoped IS-MND for the Project and provide services as described in the attached amendment request. MNS will support the environmental permitting process by providing project descriptions, site maps, input on project impacts, and other input as needed to support Rincon's permitting effort.

Subtask 5.5 Arborists Report and Tree Protection Plan

Rincon will expand the limits of the previously scoped arborists report and tree protection plan to include the additional areas as described in the attached amendment request.

Subtask 5.7 Rincon Fee Escalation

Rincon initiated work in 2020. Since submittal of the original proposal in November 2020, Rincon's standard fee schedule has been revised three times. This task includes budget to escalate unbilled work to Rincon's current rates.

Compensation

MNS proposes to perform the additional services described herein as described in the following table. A detailed fee proposal spreadsheet is provided as an attachment. All fees are in accordance with the 2022 MNS Standard Fee Schedule, provided as an attachment.

Task	Fee
Task 1 – Project Management, QA/QC, and Meetings	\$29,184
Task 2 – Project Site Survey	\$11,620
Task 4 – Detailed Design	\$21,845
Task 5 – Environmental Permitting Support	\$62,417
Subtotal	\$125,065

Closing

Thank you for the opportunity to submit this amendment proposal. We are excited and look forward to continuing to work with the District. Please feel free to contact me with any questions you may have at 805.592.2074 or npanofsky@mnsengineers.com. Thank you for your consideration.

Sincerely,

MNS Engineers, Inc.



Nick Panofsky, PE
Lead Engineer

Attachments:

MNS 2022 Standard Fee Schedule
Detailed Fee Spreadsheet
Rincon Consultants Proposal



2022 STANDARD SCHEDULE OF FEES

PROJECT/PROGRAM MANAGEMENT

Principal-In-Charge	\$320
Senior Project/Program Manager	295
Project/Program Manager	255
Assistant Project/Program Manager	215
Senior Project Coordinator	175
Project Coordinator	145

ENGINEERING

Principal Engineer	\$280
Lead Engineer	245
Supervising Engineer	235
Senior Project Engineer	220
Project Engineer	200
Associate Engineer	180
Assistant Engineer	165

SURVEYING

Principal Surveyor	\$260
Lead Surveyor	250
Supervising Surveyor	215
Senior Project Surveyor	195
Project Surveyor	170
Senior Land Title Analyst	165
Associate Project Surveyor	160
Assistant Project Surveyor	145
Party Chief (PW)	170
Chainperson (PW)	150
One-Person Survey Crew (PW)	210

CONSTRUCTION MANAGEMENT

Principal Construction Manager	\$305
Senior Construction Manager	275
Senior Resident Engineer	265
Resident Engineer	240
Structure Representative	235
Construction Manager	210
Assistant Resident Engineer	195
Sr. Construction Inspector (PW)	177
Construction Inspector (PW)	168
Office Administrator	130

TECHNICAL SUPPORT

CADD Manager	\$195
Supervising Technician	165
Senior Technician	155
Engineering Technician	125

ADMINISTRATIVE SUPPORT

Senior Management Analyst	\$180
Management Analyst	155
IT Technician	135
Graphics/Visualization Specialist	120
Administrative Assistant	95

GOVERNMENT SERVICES

City Engineer	\$240
Deputy City Engineer	215
Assistant City Engineer	205
Plan Check Engineer	190
Permit Engineer	180
City Inspector	150
Senior City Inspector (PW)	177
City Inspector (PW)	168
Principal Stormwater Specialist	175
Senior Stormwater Specialist	165
Stormwater Specialist	155
Stormwater Technician	140
Building Official	215
Senior Building Inspector	190
Building Inspector	160
Planning Director	215
Senior City Planner	190
Assistant Planner	160
Senior Grant Writer	175
Grant Writer	165
Grant Associate	145
Grant Assistant	125

DIRECT EXPENSES

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate. Expert Witness services will be charged at three (3) times listed rate.

PREVAILING WAGE RATES

Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law and are subject to increases per DIR.

ANNUAL ESCALATION

Standard fee rates provided for each classification are subject to annual escalation appropriate for the prevailing economic conditions.

OVERTIME

Overtime for non-exempt employees will be charged at 1.5 x hourly rate; overtime for exempt employees and other classification will be charged at 1 x hourly rate.

Carmel Area Wastewater District
 Scenic Road Sewer Main Replacement - Amendment No. 5



	2022 Rate	PM		ENGINE	SURVEYING			DESIGN SUPPORT		Total Resource Hours	Total Hours* Rates	SUBCONSULTANTS			Reimbursable Expenses	Rincon Consultants	Reimbursable Expense Costs	Summary	Total MNS Resource Costs	Total Subconsultant Costs & All Reimbursable Expenses With 15% Markup	Total
		Lead Engineer - NP	Lead Engineer - TNH	Project Engineer - JD	Principal Surveyor - SS	Associate Project Surveyor	One-Person Survey Crew	Construction Manager	Senior CADD Technician			Subconsultant Participation	Rincon Consultants	Total Subconsultant Costs							
1 – Project Management, QA/QC, and Meetings	Task 1											Task 1			Task 1			Task 1			
1.1 Project Management	Task 1.1	18								18	\$4,410	Task 1.1	\$15,890	\$15,890	Task 1.1		\$0	Task 1.1	\$4,410	\$18,274	\$22,684
1.2 QA/QC	Task 1.2		12							12	\$2,940	Task 1.2	\$0	\$0	Task 1.2		\$0	Task 1.2	\$2,940	\$0	\$2,940
1.3 Design Meetings (2)	Task 1.3	8		8						16	\$3,560	Task 1.3	\$0	\$0	Task 1.3		\$0	Task 1.3	\$3,560	\$0	\$3,560
Task 1 Subtotal		26	12	8	0	0	0	0	0	46	\$10,910		\$15,890	\$15,890		\$0		Task 1 Subtotal	\$29,184		
2 – Project Site Survey	Task 2											Task 2			Task 2			Task 2			
2.1 Topographic Survey	Task 2.1				10	16	28			54	\$9,930	Task 2.1	\$0	\$0	Task 2.1		\$0	Task 2.1	\$9,930	\$0	\$9,930
2.3 Utility Research	Task 2.3	2		6						8	\$1,690	Task 2.3	\$0	\$0	Task 2.3		\$0	Task 2.3	\$1,690	\$0	\$1,690
Task 2 Subtotal		2	0	6	10	16	28	0	0	62	11,620		\$0	\$0		\$0		Task 2 Subtotal	\$11,620		
4 – Detailed Design	Task 5											Task 5			Task 5			Task 5			
4.1 60% Design	Task 4.1	14		40					8	62	\$12,670	Task 4.1	\$0	\$0	Task 4.1		\$0	Task 4.1	\$12,670	\$0	\$12,670
4.2 90% Design	Task 4.2	12		20						32	\$6,940	Task 4.2	\$0	\$0	Task 4.2		\$0	Task 4.2	\$6,940	\$0	\$6,940
4.3 Constructability Review	Task 4.3	1						1		2	\$455	Task 4.3	\$0	\$0	Task 4.3		\$0	Task 4.3	\$455	\$0	\$455
4.4 Final Design	Task 4.4	4		4						8	\$1,780	Task 4.4	\$0	\$0	Task 4.4		\$0	Task 4.4	\$1,780	\$0	\$1,780
Task 4 Subtotal		31	0	64	0	0	0	1	8	104	\$21,845		\$0	\$0		\$0		Task 4 Subtotal	\$21,845		
5 – Environmental Permitting Support	Task 5											Task 5			Task 5			Task 5			
5.3 Cultural Resources Support	Task 5.3	2								2	\$490	Task 5.3	\$9,128	\$9,128	Task 5.3	\$2,875	\$2,875	Task 5.3	\$490	\$13,803	\$14,293
5.4 Initial Study-Mitigated Negative Declaration (IS-MND)	Task 5.4	4	4							8	\$1,960	Task 5.4	\$15,144	\$15,144	Task 5.4	\$295	\$295	Task 5.4	\$1,960	\$17,755	\$19,715
5.5 Arborists Report and Tree Protection Plan	Task 5.5	2								2	\$490	Task 5.5	\$3,926	\$3,926	Task 5.5	\$351	\$351	Task 5.5	\$490	\$4,919	\$5,409
5.7 Rincon Fee Escalation	Task 5.7									0	\$0	Task 5.7	\$20,000	\$20,000	Task 5.7		\$0	Task 5.7	\$0	\$23,000	\$23,000
Task 5 Subtotal		8	4	0	0	0	0	0	0	12	\$2,940		\$48,198	\$48,198		\$3,521	\$3,521		Task 5 Subtotal	\$62,417	
Sub-Total	Hours	67	16	78	10	16	28	1	8	224	\$47,315	Sub-Total	\$64,088	\$64,088	Sub-Total	\$3,521	\$3,521	Grand Total	\$47,315	\$77,750	\$125,065
	Cost	\$16,415	\$3,920	\$15,600	\$2,350	\$2,400	\$5,180	\$210	\$1,240												



Rincon Consultants, Inc.

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December 12, 2022
Project No: 20-10654

Nick Panofsky, PE, Lead Engineer
MNS Engineers, Inc.
811 El Capitan Way, Suite 130
San Luis Obispo, California 93401
Via email: npanofsky@mnsengineers.com

Subject: Revised Scope Amendment Request #4 for the Carmel Area Wastewater District Scenic Road Pipeline Replacement Project, Carmel-by-the-Sea, California

Dear Mr. Panofsky:

The purpose of this letter is to request an amendment to the March 10, 2021 contract scope of work and budget (as previously amended) between Rincon Consultants, Inc. (Rincon) and MNS Engineers, Inc. (MNS) for environmental services for the Carmel Area Wastewater District (CAWD) Scenic Road Pipeline Replacement Project.

Rincon's approved scope of work assumed that the project involves replacement of approximately 0.9 mile of existing pipeline within the Scenic Road right-of-way between Ocean Avenue and the existing pump station at Carmel Point in Carmel-by-the-Sea. The project would also involve pipeline replacement via open trenching within previously disturbed soil within paved roadway along Santa Lucia Avenue, 15th Avenue, Carmelo Street, Camino Real, and 14th Avenue in the County of Monterey. The expanded project limits within the area of a known cultural resource and the Carmel Mission Basilica, which is listed on the California Register of Historical Resources and National Register of Historic Places.

In November 2022, CAWD determined that the project limits would be expanded to include an additional approximately 1,500 foot of pipeline replacement between 15th Avenue and Lasuen Drive in the County of Monterey. The pipeline replacement would be constructed via open trenching within previously disturbed soil within paved roadway. This proposal adds services to our existing contract scope of work associated with environmental clearance of the expanded project limits. The specific additional scope tasks associated with this request, as well as the total budget amendment request, are described in detail below.

AMENDMENTS TO EXISTING SCOPE OF WORK

The following tasks outline additional effort associated with existing tasks included in the approved scope of work dated March 10, 2021 (as amended by Amendments Nos. 1, 2, and 3).

Task 1. Project Management

This task includes additional staff time for project management and coordination for additional effort associated with the expanded project limits. This task includes one preliminary coordination meeting



with MNS to discuss details of the project design changes that will be incorporated into the project description prepared under Task 5, below. This task also includes coordination with MNS to define the limits and details of the expanded project limits. This task also includes additional project management time associated with the extension of the project schedule. The project was initiated in July 2021 and was anticipated to be completed within approximately 3 months based on the typical schedule for a Categorical Exception. Based on the change in environmental document type to an Initial Study and several changes in project limits, the environmental document process is not anticipated to be completed until 2024. This task includes additional project management efforts associated with the extended project schedule. As of December 12, 2022, there is approximately \$10,000 remaining in the previously approved \$20,643 Project Management budget (which includes the IS-MND Project Management Task). This amendment request includes a request for an additional \$15,890 to bring the total remaining Project Management budget to \$25,390. This request represents approximately 15 percent of the remaining contract labor value, which is consistent with Rincon's typical project management cost.

Task 4. Cultural Resources Support

Rincon's approved scope of work includes preparation of a Cultural Resources Letter Report, which was in progress when the project limits were expanded. This task includes effort associated with incorporating the expanded project limits into the Cultural Resources Letter Report. The expanded project limits within the area of a known cultural resource and the Carmel Mission Basilica, which is listed on the California Register of Historical Resources and National Register of Historic Places. To analyze the additional alignments' potential impacts to cultural resources, Rincon will need to request supplementary information from the California Historical Resources Information System (CHRIS). The 2021 CHRIS record search was conducted for the original project limits along Scenic Road. Due to the time that has elapsed since the previous record search was conducted, the expansion of the project limits, and the public interest in cultural resource in the area, Rincon recommends that an updated CHRIS records search be conducted of the additional alignment within the County of Monterey and a 0.5-mile radius at the Northwest Information Center (NWIC) located at Sonoma State University. Due to the larger project limits and the high number of cultural resources in the area, there is a potential for a high number of cultural resources in the project vicinity to be identified in the record search. This amendment request includes staff time to review and summarize the record search results. In addition to the resource records and reports, an examination will be made of historical maps, the National Register of Historic Places, California Register of Historical Resources, the Built Environment Resources Directory, the Archaeological Determinations of Eligibility list, and the listing of California Historical Landmarks for the expanded project limits. Rincon assumes direct expenses associated with the records search will not exceed \$2,875. Record search requests at NWIC are typically fulfilled in 4-6 weeks. If the results of record searches results will have schedule or budget ramifications, it will be communicated to MNS staff in a timely manner to effectively maintain the project schedule and allow MNS to manage project risk effectively. Rincon assumes the information center will complete the records search using internal staff. Rincon further assumes that the additional alignment will be in hardscaped public right of way and there is no potential for ground disturbance in areas with visible ground surface or any other potential disturbance that would require cultural resources fieldwork. If fieldwork is required, Rincon can conduct the fieldwork for additional cost. The results of the record search will be incorporated into the Cultural Resources Letter Report. Rincon assumes one round of consolidated comments from MNS



and CAWD on the Cultural Resources Letter Report. Once reviewed, digital copies of the final report will be prepared and submitted.

Task 5. IS-MND

The IS-MND was in progress when the project limits were expanded. Rincon will revise the project description and IS-MND analysis to include the expanded project limits. The major tasks associated with the expanded project limits are as follows:

- **Project Description.** Working with the CAWD Project Manager, Rincon will revise the draft Project Description to include the expanded project limits and will prepare the internal review draft Project Description. This task includes revisions to one project location graphic to incorporate the expanded project limits. The Project Description will be submitted in track changes in Word. Rincon assumes one round of review of the Project Description by CAWD staff prior to conducting the analysis described in subsequent tasks. Upon approval of the Project Description, it will be relied upon by the Rincon for evaluation purposes.
- **Administrative Draft IS-MND.** After CAWD staff review and approval of the project description, Rincon will revise the internal review (Administrative) Draft Initial Study to address the expanded project limits. Although each topical area will be revised to address the expanded project limits, Biological, Cultural, and Paleontological Resources will require more effort to incorporate the project changes. These key issue areas are described briefly below.
 - A literature/database review and reconnaissance-level field survey was already conducted for the previously expanded project limits as part of the *Biological Resources* analysis. As such, this task will include an updated literature/database review along with review of aerial photographs, topographic maps, and other readily available literature regarding biological resources present in the expanded project limits. A reconnaissance-level field survey will need to be conducted at the expanded project limits to supplement the previously completed surveys. The identification of special-status species that potentially occur will be based on a habitat suitability analysis and will not include definitive surveys to determine presence or absence. Wildlife observations and detectable sign of presence (e.g., tracks, scat and burrows) will be noted. Rincon will summarize the findings of the updated literature review and field survey in the IS-MND with an analysis of impacts to biological resources resulting from the proposed project based on the information provided in these documents and the reconnaissance-level field survey, and recommended mitigation measures to reduce those impacts will be provided.
 - The *Cultural Resources* analyses will summarize the Cultural Resources Letter Report (to be prepared as part of Task 4) and Native American consultation (to be conducted by CAWD). This task includes additional effort required to address impacts associated with the expanded project limits within the area of a known cultural resource. This task also includes additional effort to analyze impacts to the Carmel Mission Basilica, a historic resource which is adjacent to the expanded project limits.
 - The *Paleontological Resources* analysis in the Geology and Soils section of the IS-MND will include an evaluation of the paleontological sensitivity of the geologic units underlying the



project alignment within the expanded project limits. The evaluation will be based on a desktop review of existing data, including geologic maps, published literature, and online fossil locality and collections databases. The impact analysis will evaluate potential for ground disturbance to directly impact paleontologically sensitive geologic units within the expanded project limits.

We assume comments on Administrative Draft IS-MND (and its associated appendices) will be provided in a consolidated, electronic and editable format. The Administrative Draft IS-MND will be submitted in digital (Microsoft Word) format.

Per Rincon's approved scope of work, Rincon will address two rounds of CAWD review on the IS-MND and preparation of a Second Administrative Draft IS-MND and a Public Review Draft IS-MND. The expanded project limits do not require any additional effort associated with those tasks.

Task 7. Arborist Report and Tree Protection Plan

The expanded project limits fall within the Carmel Area Land Use Plan (LUP), also subject to the jurisdiction of Monterey County, where trees are protected under the County Code Chapter 16.60 which includes preservation of Oaks and Landmark Trees. The County Code Chapter 16.60 states that removing, poisoning, cutting down or trimming more than one-third of the green foliage of any tree is not allowed without a permit. The Carmel Area LUP also protects any native oak (*Quercus agrifolia*), Western sycamore (*Platanus racemosa*), pacific madrone (*Arbutus menziesii*), Gowen cypress (*Cupressus goveniana*), and Bishop pine (*Pinus muricata*) trees, measuring six inches or more when measured two feet above the ground, or landmark oak trees with a singular or cumulative dbh of 24 inches or more. Per a phone conversation on November 10, 2022 with the County of Monterey planning staff, native trees that are visually significant, or exemplary of their species, can also be considered landmark trees at the discretion of the Certified Arborist.

A Rincon arborist will conduct a tree survey of the additional project area, including the staging area southeast of Dolores Street, to locate and identify all protected trees with any portion of their canopy dripline encroached by the project disturbance zone. During the survey, the following information will be documented for each protected tree:

- Field locations of all protected trees with any portion of their driplines encroached by the project disturbance zone, as feasible without trespassing on private lands
- Identification of each tree by both scientific and common names
- Diameter at breast height
- Canopy height and spread in four cardinal directions
- Dripline canopy of each tree located along the project alignment
- Health assessment (dead, poor, fair, good, excellent)
- Structural defects (cracks, decay, broken limbs, etc.), if any
- Representative photographs



Based on a cursory desktop review of aerial imagery and the preliminary project plans, we estimate that there are approximately 25 protected trees that would need to be surveyed along the expanded project limits and staging area. The tree survey is expected to take one additional field day with one certified arborist and one field biologist, including drive time. Our cost includes travel expenses, arborist field package, and use of the GPS device with sub-meter accuracy. The data collected within this tree survey will be incorporated into the overall impact analysis and associated Arborist Report as described in the previous amendments.

ASSUMPTIONS

Several assumptions were considered in preparing this scope of work and associated budget. Should any of these assumptions need to be adjusted during execution of the project, the scope and budget may need to be expanded.

- MNS will provide refined KMZ files, which depict only the anticipated areas of above ground or below ground disturbance
- MNS will provide at least 60 percent design plans of the additional work limits prior to initiation of the additional work tasks outlined above
- All excavation along the entire project alignment will be within paved roadway right-of-way
- Total disturbed soil area for the entire project will be less than one acre
- MNS will provide a geotechnical evaluation report for the expanded project limits
- One round of review and response to comments on each the technical reports and project description
- Two rounds of review and response to comments on the Draft IS-MND
- No more than 25 protected trees will be present within the additional project and staging areas
- If access to trees located on private property is not feasible, arborist will estimate and collect all required tree data from the nearest right-of-way

Cost

The estimated cost for completion of the scope of work outlined herein is **\$67,609**.

The approved contract was based on Rincon billing rates in November 2020 (attached), which were based on Rincon's 2019 billing rates (due to the COVID-19 pandemic, Rincon did not revise our rates in 2020). The project was originally initiated in July 2021 and was anticipated to be completed within approximately 3 months. Based on the change in environmental document type and several changes in project limits, the environmental document process is not anticipated to be re-initiated until early 2023 and completed until 2024. Since submittal of the original proposal in November 2020, Rincon's standard fee schedule has been revised three times, resulting in a 26.5 percent hourly fee increase. Rincon's 2022 standard fee schedule is attached. Rincon currently has approximately \$100,000 remaining in the \$140,852 approved contract (including Amendments 1, 2, and 3). This contract amendment request includes an additional \$20,000 (20 percent of the remaining \$100,000 contract value) to partially account for 26.5 percent increase in billing rates for the remaining budget. With the proposed scope of work and billing rate updates, the contract total would be **\$208,461**. A breakdown of cost by task is provided at the end of this amendment request.



If you have any questions regarding this request, please do not hesitate to contact us.

Sincerely,
Rincon Consultants, Inc.

A handwritten signature in blue ink that reads "Nicole West".

Nicole West
Project Manager

A handwritten signature in blue ink that reads "Megan Jones".

Megan Jones, MPP
Principal

Attachments:
Cost Estimate
2020 Fee Schedule
2022 Fee Schedule



RINCON CONSULTANTS, INC.
CAWD Scenic Road Pipeline Replacement
Project
Amendment #4 Cost Estimate

	Rate	Hours	Labor Budget	Direct Expenses	Total Budget
Task 1: Project Management, Meetings and QA/QC		74	15,890	0	15,890
Principal I	285	10	2,850		
Supervisor Planner I	240	48	11,520		
Admin Assistant/Billing Specialist	95	16	1,520		
Task 4: Cultural Resources Support		46	9,128	2,875	12,003
Principal I	285	4	1,140		
Supervisor Archaeologist I	240	4	960		
Supervisor Planner I	240	4	960		
Senior Archaeologist I	208	16	3,328		
Archaeologist II	153	16	2,448		
GIS/CADD Specialist II	146	2	292		
Record Search				2,875	
Task 5: IS-MND		79	15,144	295	15,439
Project Description		10	1,735	0	1,735
Principal I	285	1	285		
Supervisor Planner I	240	1	240		
Planner II	153	6	918		
GIS/CADD Specialist II	146	2	292		
Biological Resources		21	3,916	123	4,039
Principal I	285	2	570		
Supervisor Planner I	240	2	480		
Planner III	170	16	2,720		
GIS/CADD Specialist II	146	1	146		
Standard Field Package				110	
Travel - Mileage				13	
Cultural Resources		18	3,834	0	3,834
Principal I	285	2	570		
Supervisor Planner I	240	4	960		
Senior Archaeologist I	208	4	832		
Archaeologist IV	184	8	1,472		



Paleontological Resources		8	1,649	173	1,822
Principal I	285	1	285		
Supervisor Planner I	240	1	240		
Senior Planner I	208	4	832		
GIS/CADD Specialist II	146	2	292		
Record Search				173	
Other Issue Areas		22	4,010	0	4,010
Principal I	285	2	570		
Supervisor Planner I	240	2	480		
Senior Planner I	208	4	832		
Planner II	153	12	1,836		
GIS/CADD Specialist II	146	2	292		
Task 7: Arborist Report and Tree Protection Plan		21	3,926	351	4,277
Senior Planner I	208	10	2,080		
Planner III	170	10	1,700		
GIS/CADD Specialist II	146	1	146		
GPS				65	
Standard Field Package				110	
Vehicle Day Rate				176	
Rate Increase Adjustment			20,000	0	20,000
Amendment Total		220	64,088	3,521	67,609



2020 Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical & Support Personnel*	Hourly Rate
Principal II	\$240
Director II	\$240
Principal I	\$220
Director I	\$220
Senior Supervisor II	\$205
Supervisor I	\$195
Senior Professional II	\$175
Senior Professional I	\$160
Professional IV	\$145
Professional III	\$130
Professional II	\$115
Professional I	\$105
Associate III	\$95
Associate II	\$90
Associate I	\$82
Project Assistant	\$75
Senior GIS Specialist	\$140
GIS/CADD Specialist II	\$125
GIS/CADD Specialist I	\$112
Technical Editor	\$112
Production Specialist	\$88
Clerical	\$75

*Professional classifications include: environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$350.

Direct Costs	Rate
Photocopies – Black and White	\$0.20 (single sided) & \$0.36 (double sided)
Photocopies – Color	\$1.50 (single sided) & \$3.20 (double sided)
Photocopies – 11 x 17	\$0.50 (B & W) & \$3.20 (color)
Oversized Maps	\$8.00/square foot
Reproduction: CDs and USB Flash Drive	\$15 / disc and \$20/flash drive
Light duty /Passenger Vehicles**	\$85/day
4-WD/Off-Road Vehicles**	\$135/day

** \$0.65/mile for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 15%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment and vehicles other than covered by the above charges.

Payment Terms – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within ten (10) days from receipt.

Due to COVID19 Rincon continues to offer 2019 rates, with no annual escalation for 2020. This represents ~4% discount.



Equipment	Day Rate
Environmental Site Assessment	
Brass Sample Sleeves, Bailers, Disposable Bailers	\$25
Water Level Indicator, DC Purge Pump	\$40
Hand Auger Sampler	\$55
Oil-Water Interface Probe	\$85
Four Gas Monitor or Photo-Ionization Detector	\$120
Soil Vapor Extraction Monitoring Equipment	\$140
Flame Ionization Detector	\$200
Natural Resources Field Equipment	
Trimble GPS (sub-meter accuracy)	\$190
UAS Drone	\$250
Pettersson Bat Ultrasound Detector/Recording Equipment	\$150
Spotting or Fiberoptic Scope	\$150
Amphibian/Vernal Pool Field Package: (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net, field microscope)	\$150
Remote Field Package, (digital camera, GPS, thermometer, binoculars, tablet and mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$125
Sound Level Metering Field Package: anemometer, tripod and digital camera.	\$100
Standard Field Package (digital camera, GPS, thermometer, binoculars, tablet, safety equipment, and botanic collecting equipment)	\$95
Fisheries Equipment Package: (waders, wetsuits, dip nets, seine nets, bubblers, buckets)	\$50
Water Quality Equipment (DO, pH, Turbidity, refractometer, temperature)	\$55
Large Block Nets	\$100
Minnow trap	\$85
Infrared Sensor Digital Camera or Computer Field Equipment	\$50
Scent Station	\$20
Laser Rangefinder/Altitude	\$10
Net, Hand/Large Seine	\$10/\$50
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$8
Mammal Trap, Large/Small	\$1.50/\$.50
Water & Marine Resources Equipment	
Refractometer (salinity) or Turbidity Meter	\$35
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$150
Boat (20 ft. Boston Whaler or Similar)	\$300
Boat (26 ft. Radon or Similar)	\$550
Side Scan or Single Beam Sonar	\$700
Underwater & Marine Sampling Gear includes: U/W Photo/Video Camera, SCUBA Equipment (Tanks, BCD, Regulators, Wetsuits, etc.)	\$50/diver
Marine Field Package: (Personal Flotation Devices (PFDs), 100 ft. Reel Tapes w/ Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, various Field Guides)	\$50
Insurance, Hazard & Safety Fees	
L & H Dive Insurance	\$50/diver
Hazard Premium (In or Underwater ONLY per/hour)	\$1.25 X hourly
Level C Health and Safety	\$60 person

Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	Hourly Rate
Principal II	295
Director II	295
Principal I	285
Director I	285
Senior Supervisor II	258
Supervisor I	240
Senior Professional II	224
Senior Professional I	208
Professional IV	184
Professional III	170
Professional II	153
Professional I	136
Associate III	117
Associate II	102
Associate I	95
Field Technician	82
Data Solutions Architect	175
Senior GIS Specialist	164
GIS/CADD Specialist II	146
GIS/CADD Specialist I	131
Technical Editor	130
Project Accountant	110
Billing Specialist	95
Production Specialist	105
Clerical	95

*Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$375.

Reimbursable Expenses

Direct Cost	Rates
Photocopies - Black and White	\$0.20 (single-sided) & \$0.40 (double-sided)
Photocopies - Color	\$1.50 (single-sided) & \$3.00 (double-sided)
Photocopies - 11 x 17	\$0.50 (B&W) & \$3.30 (color)
Oversized Maps	\$8.00/square foot
Digital Production	\$15/disc and \$20/flash drive
Light-Duty and Passenger Vehicles*	\$88/day
4WD and Off-Road Vehicles*	\$140/day

* \$0.65/mile for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 15%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to 3.5% annual escalation. **Payment Terms.** All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within ten (10) days from receipt or per the contractually required payment terms.

Equipment	Day Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	\$155
Four Gas Monitor	\$133
Flame Ionization Detector	\$107
Photo Ionization Detector	\$80
Hand Auger Sampler	\$60
Water Level Indicator, DC Purge Pump	\$45
Natural Resources Field Equipment	
UAS Drone	\$268
Spotting or Fiberoptic Scope	\$165
Petterson Bat Ultrasound Detector/Recording Equipment	\$165
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	\$110
GPS (Sub-meter Accuracy)	\$65
Infrared Sensor Digital Camera or Computer Field Equipment	\$55
Scent Station	\$22
Laser Rangefinder/Altitude	\$11
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$9
Mammal Trap, Large/Small	\$1.50/\$0.50
Water and Marine Resources Equipment	
Boat (26 ft. Radon or Similar)	\$600
Boat (20 ft. Boston Whaler or Similar)	\$335
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$165
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	\$60
Refractometer (Salinity) or Turbidity Meter	\$37
Large Block Nets	\$110
Minnnow Trap	\$95
Net, Hand/Large Seine	\$55
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	\$110
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$140
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	\$165
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers, Buckets)	\$55
Underwater and Marine Sampling Gear (U/W Photo/Video Camera, Scuba Equipment (Tanks, BCD, Regulators, Wetsuits, etc.)	\$55/diver
Marine Field Package (PFDs - Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	\$55
Insurance, Hazard and Fees	
Historic Research Fees	\$50
L&H Dive Insurance	\$55/diver
Level C Health and Safety	\$65 person

Amendment No. 5 to Existing Contract
for Engineering Services
Carmel Area Wastewater District
P.O. Box 221428, Carmel, CA 93922
Tel: 831-624-1248 Fax: 831-624-0811

To: MNS Engineers Inc.

Date: January 26, 2023

This Amendment No. 5 is made and entered into on this 26th day of January, 2023 to the Original Agreement for Engineering Services dated February 25, 2021; and first amended on August 30, 2021, second amendment occurring on September 30, 2021, third amendment on November 2, 2021, and the fourth amendment was on February 8, 2022, between the Carmel Area Wastewater District, hereinafter referred to as “District” and MNS Engineers, Inc., hereinafter referred to as “Consultant” for the Engineering Services for the CAWD Scenic Drive Pipe Bursting project No. 20-08.

RECITALS

- District and Consultant entered into the Original Agreement, which was executed on March 2, 2021 providing for Engineering Services for the Carmel Area Wastewater District Scenic Drive Pipe Bursting Project for project design services as summarized in their proposal dated December 9, 2020. Original contract budget of : \$152,685 dated February 25, 2021 to provide design and environmental services for the Scenic Road Pipe Bursting Project. The First Amendment: to the contract occurred on August 30, 2021 \$32,690 to include utility locating. The Second Amendment: occurred on September 30, 2021 \$47,577 to include additional coastal development environmental compliance support. The Third Amendment occurred on November 2, 2021 \$72,455 to include coastal permitting as part of the scope of work The Fourth Amendment occurred on February 8, 2022 in the amount of \$189,621 to add services for pipeline design of 4,545 linear feet and environmental scope work due to archaeological resources, bringing the total contract amount to \$495,028.

Whereas, the District is authorizing Consultant to perform additional or amended services to add to provide coastal permitting support in the amount of \$125,065 to the project scope and whereas Consultant agrees to provide such services; now therefore the District and Consultant hereby agree to amend the Consultant Services Agreement Scope of Work to include the services described more fully in the proposal dated December 14, 2022 Attachment “A” and attached hereto, which brings the total contract amount to \$620,093.

AUTHORIZED CONTRACT PRICE – Amendment No. 5

Contract budget of \$125,065 for a total contract amount of \$620,093 which will not be exceeded without prior authorization from the District.

COMPLETION DUE DATE

It is expected that MNS Engineers, Inc. would complete the services described in Attachment "A" within approximately six weeks after Notice-to-Proceed.

IN WITNESS WHEREOF, this Amendment is executed, by the duly authorized officers of each of the parties, effective on the date shown above.

Instructions: Sign and return the original. Upon acceptance by the District a copy will be signed by its authorized representative and returned to you. Insert below, the names of your authorized representative(s).

Contractor Name/Address

MNS Engineers
811 El Capitan Way, Suite 130
San Luis Obispo, CA 93401

Accepted for the District by:

By: _____

Name: James A. Salvito, President & CEO

Name: Barbara Buikema

Contractor's Authorized Representative(s)

District's Authorized Representative

Date: _____

Date: _____

RESOLUTION 2023-05

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO AMEND A CONTRACT WITH MNS ENGINEERS TO PROVIDE DESIGN SUPPORT FOR ADDITIONAL PIPELINE SEGMENTS AND COASTAL PERMITTING SUPPORT TO BE INCLUDED IN THE SCENIC ROAD PIPE BURSTING OCEAN TO BAY PROJECT-#20-08 AMENDMENT #5, IN AN AMOUNT NOT TO EXCEED \$125,065

WHEREAS, the District approved the 2022/2023 budget that included funding for the Scenic Road Pipe Bursting Project consulting work in the amount of \$3,500,000;

WHEREAS, the District approved a contract with MNS Engineers for professional engineering services to provide design and environmental services for the Scenic Road Pipe Bursting Project in the amount of \$152,685, on August 26, 2021 approved a contract amendment #1 in the amount of \$32,690 to add utility locating services to the scope; on September 30, 2021 approved a contract amendment #2 to include cultural resources research and development of an Initial Study/ Mitigated Negative Declaration for the project in the amount of \$47,577; on November 2, 2021 approved a contract amendment #3 to include coastal development permitting in the amount of \$72,455, and on January 27, 2022 approved contract amendment #4 in the amount of \$189,621 to add environmental work due to archaeological resources;

WHEREAS, due to an unanticipated conflict regarding operational practices that were implemented in the past that Pebble Beach Community Services District would be rectified, the engineering consultant, MNS Engineers, has indicated that the District pipelines downstream of this will need to be replaced to increase the capacity of the pipes;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Carmel Area Wastewater District, hereby authorizes the General Manager to amend a contract with MNS Engineers to provide design support for additional pipeline segments and coastal permitting support for the project in the amount of \$125,065 for a total not to exceed contract amount of \$620,093.

PASSED AND ADOPTED at a regular meeting of the Board of Directors
of the Carmel Area Wastewater District duly held on January 26, 2023.

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Ken White, President of the Board

ATTEST:

Domine Barringer, Secretary to the Board

STAFF REPORT



To: Board of Directors

From: Rachél Lather, Principal Engineer

Subject: Contract Award Recommendation –
Emergency Pipe Relocation at Scenic Road

Date: January 26, 2023

RECOMMENDATION

After review of the proposal for the emergency repair project, staff recommends that the Board of Directors:

- Adopt a resolution ratifying that the project is an emergency and ratifying the General Manager's awarding of the contract to Coastal Paving & Excavating, Inc. on 1/12/23 .
- Authorize the General Manager to sign and execute a contract with Coastal Paving & Excavating, on a Time and Materials basis for construction of the project.

DISCUSSION

On Friday January 6, 2023 the Collections Superintendent was informed by the County of Monterey that a Carmel Area Wastewater District (CAWD) manhole was potentially undermined by a coastal bluff retreat event that happened that day. High tides and heavy rainfall were responsible. The Principal Engineer, Rachél Lather and the Collections Superintendent investigated the situation and it was determined to be an emergency. In order to prevent a sewage spill that would flow directly into the Monterey Bay, it was determined that sewer and water services needed to be turned off for these affected homes. Two homes were found to be occupied. Prior to implementing the plan, an informational flyer was developed and given/posted at each home with a contact phone number for residents to use over the weekend.

Coastal Paving & Excavating (Contractor) was able to provide immediate help in putting the two homes onto a temporary ejector pump system. It was discovered that one home had a second lateral that flows to 17th Avenue so they were able to temporarily use sewer in the lower portion of the house. The home at 26443 Scenic Road was provided a temporary ejector pump so they could use the sewer until a more permanent solution was implemented.

Once we had provided temporary sewer service to homes in preparation for the upcoming storms, the Principal Engineer, Collections Superintendent and the Contractor worked together to come up with a long-term solution for all four homes that flow to the endangered manhole. After contacting all the homeowners and verifying the locations of their cleanouts and connection to the sewer line, we were able to come up with a plan to place a sewer line with a reverse flow from the home closest to the endangered manhole along Scenic Road to the manhole in Valley View.

Coastal Paving & Excavating was able to mobilize immediately and started excavating the pipeline trench on January 17, 2023. They have a contract with CAWD to complete the project on a time and materials basis due to the unknowns associated with the project. We anticipate that the project construction will not exceed \$150,000.

FUNDING

The FY 22/23 CAWD Collections Capital Budget includes \$150,000 for sewer line repair and maintenance.

Attachments:

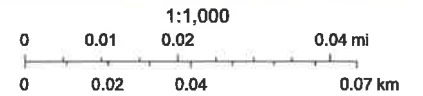
Resolution No. 2023-06
Project Map

SCENIC ROAD SEWER EMERGENCY



1/17/2023, 10:46:51 AM

- CAWD Service Area
- Active Assets
- Flushing Inlet (FI)
- CAWD (MH)
- Mains
- CAWD
- Streets
- APNs



TIGEO

Carmel Area Wastewater District
 TIGEO

RESOLUTION NO. 2023-06

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH COASTAL PAVING & EXCAVATING FOR THE EMERGENCY RELOCATION OF A SEWER LINE AT SCENIC ROAD ON A TIME AND MATERIALS BASIS

-oOo-

WHEREAS, the District is committed to addressing serious collections system pipeline failures; and

WHEREAS, on January 6, 2023 a slope failure on Scenic Drive exposed the Carmel Area Wastewater District Manhole R534 and posed an imminent threat of a sewage spill if the pipeline and manhole were to be damaged due to further coastal bluff retreat in this location, and therefore action must be taken as soon as feasible; and

WHEREAS, repair of the pipeline is necessary for the protection of public health, welfare, and safety;

WHEREAS, COASTAL PAVING & EXCAVATING has agreed to construct a temporary ejector pump station for the home on 26443 Scenic Road and then relocate approximately 300 feet of sewer line including connecting four homes to the new pipeline on a time and materials basis;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Carmel Area Wastewater District that it does hereby ratify the General Manager's decision to enter into a contract with COASTAL PAVING & EXCAVATING to relocate approximately 300 feet of sewer line and to implement such repairs as an emergency.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on January 26, 2023, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Ken White, President of the Board

ATTEST:

Domine Barringer, Secretary of the Board

STAFF REPORT



To: Board of Directors

From: Ed Waggoner, Operation Superintendent

Date: January 26, 2023

Subject: Award of contract for Purchase of Micro Filtration (MF) Modules and Technical Support Services.

RECOMMENDATION

It is recommended that the Carmel Area Wastewater District (CAWD) Board of Directors approve a capital expenditure from the CAWD/PBCSD (Pebble Beach Community Service District) Reclamation Project Budget for 2022-2023 to have in stock to replace when necessary, the Micro Filtration (MF) Modules for one MF cell and provide Technical Support Services to install the Modules into one MF cell, not to exceed \$160,000.00, and direct the General Manager to:

- 1) Execute a contract for purchase with Scinor Water America, LLC in the amount not to exceed \$157,130.00; and
- 2) Authorize the additional purchase of technical support services as described in the Board report to complete change of the MF Modules in an amount not to exceed \$2,870.00.

DISCUSSION

Through recent discussion with staff Trussell Technologies recommended to start the process of ordering replacement MF Modules as delivery time may be 10 weeks. The Micro Filtration Modules were replaced in the fall of 2018 and have been operating for over 4 years. In the fall of 2018, two MF Cells Modules were replaced with the following types of Modules, Cell #1 Evoqua/Memcor S10V/N 160 modules replaced, Cell #2 Evoqua/Memcor older S10V/N (Carter Lake used Modules) 160 modules replaced, Cell #3 Scinor SMT600-S26 160 modules replaced. In the fall of 2021, Cell #2 Evoqua/Memcor older S10V/N (Carter Lake used Modules) 160 modules were replaced with Scinor SMT600-S26 160 modules.

CAWD staff is requesting to order another 160 Scinor SMT600-S26 160 modules at this time as MF Cell # 3 is showing signs of high Trans Membrane Pressure (TMPs), which indicates fouling and flow reduction through the modules. This flow reduction does not allow enough make up water flow to the Reverse Osmosis system to continue constant water production during a 24-hour operational period.

CAWD staff is working with Scinor on different Clean-in-Place (CIPs) processes to extend the Modules' current life span. If these CIP processes do not obtain the desired result CAWD staff would install the Backup Set of Scinor Modules leaving no replacing modules in stock in the event of other MF Cell Module failures.

Staff have chosen to utilize Scinor Water America to supply 160 SMT600-S26 PVD UF Modules to directly replace the existing Scinor SMT600-S26 PVD UF Module. The SMT600-S26 Modules can be stored for 4+ years if stored in a building which staff plans once arriving onsite.

Normally each MF Cell requires 160 Modules for full replacement.

Under normal polices and protocol CAWD Staff would present this item first to the Technical Advisory Committee (TAC) and Reclamation Management Committee (RMC) for approval then submit it to the CAWD Board to approve. Historically, the TAC and RMC do not meet until January 31st and February 7th, 2023. To obtain approval to proceed with the purchase, CAWD Staff requested letters of support from the financial guarantors and RMC Board Members. The letters/emails of support by the Wastewater Reclamation Project Management Committee are attached.

FUNDING

The CAWD/PBCSD Reclamation Project 2022-2023 Budget includes general ledger account number 67510 (Micro Filter Modules) up to \$160,000.00. The projected replacement cost is \$160,000.00 for the complete replacement set of MF Modules.

Attachments:

Independent Reclaimed Water User Group (IRWUG) funding "Approval email"

Pebble Beach Company "Approval email"

Scinor Water America Quotation 20200218-1 and "email" to validate Quote



Re_ Staff Report

January 2023 for Pur



Re_ Staff Report

January 2023 for Pur



Re_ Staff Report

January 2023 for Pur



Re_ Staff Report

January 2023 for Pur



Carmel Area

Wastewater District #20220316-111.msg



RE_ Quote

January 2023 for Pur

RESOLUTION NO. 2023-07

A RESOLUTION AWARDING THE CONTRACT TO SCINOR WATER AMERICA LLC, FOR THE PURCHASE OF 160 MICROFILTRATION MODULES IN AN AMOUNT NOT TO EXCEED \$160,000

-oOo-

WHEREAS, the Microfiltration Cell #3 is showing signs of high Trans Membrane Pressure, indicating fouling and flow reduction through the modules, and;

WHEREAS, staff is working with Scinor on different Clean-in-Place (CIP) processes to extend the modules current life span; and

WHEREAS, if these CIP processes do not obtain the desired result CAWD would like to install the backup set leaving no replacement modules in stock; and

WHEREAS, staff recommends the purchase of 160 Scinor SMT600-526-PVD UF modules to serve as replacement stock and has obtained agreement of all members of Reclamation Management Committee in agreement.

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

- 1) Execute a contract for purchase with Scinor Water America, LLC in the amount not to exceed \$157,130.00; and
- 2) Authorize the additional purchase of technical support services as described in the Board report to complete change of the MF Modules in an amount not to exceed \$2,870.00.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on January 26, 2023, by the following vote:

AYES: BOARD MEMBERS:
NOES: BOARD MEMBERS:
ABSENT: BOARD MEMBERS:
ABSTAIN: BOARD MEMBERS:

Ken White, President of the Board

ATTEST:

Domine Barringer, Secretary to the Board

PBCo Approval

From: [Heuck, David](#)
To: [reitzb](#)
Subject: RE: Staff Report August 2020 Purchase Microfiltration Membranes (002)
Date: Wednesday, August 5, 2020 3:24:11 PM
Attachments: [image001.jpg](#)
[image002.png](#)

approved

From: Reitz, Brent <reitzb@pebblebeach.com>
Sent: Wednesday, August 5, 2020 1:52 PM
To: Heuck, David <heuckd@pebblebeach.com>
Subject: FW: Staff Report August 2020 Purchase Microfiltration Membranes (002)
Importance: High

David: To circle back on this, please send me your written ok-to-proceed for the purchase of the already budgeted NEW MF Membranes. (see snip attached)

I have received JJ & Joe's ok's today.

I need your official ok too, so I can send to Barbara and she can cut Ed loose to order our NEW Scinor MF Membranes in order to have a replacement set on the shelf once the existing set begins to fail.

The existing Carter Lakes have surpassed the typical 18 month lifespan, and no one knows how much longer they will continue to perform properly.

This is an administrative hoop that CAWD needs to jump through for their Board, as technically Barbara has a \$35K limit to what she can approve (even if it's a budgeted item...)

Without the benefit of having any RMC "Aug" Meeting and subsequent RMC Board Direction, The CAWD Board, when making purchases for RMC, wants to be completely sure that the purchase has been ok'd by the financial guarantors.

Hence the need for Ok-To-Proceed emails from You (PBC) and Joe (IRWUG)...and JJ, although I'm not sure he's officially this year's IRWUG rep, but good to have anyway.

Once I get your email approving the purchase, I'll put all (3) approval-emails, (Yours, JJ's and Joe's) - under one cover and send off to Barbara as ok to proceed...

Thanks,
br

Brent Reitz
831-277-7897 cell
Director of Energy & Water Conservation
Pebble Beach Company

From: Joe Huston [<mailto:jhuston@ncga.org>]
Sent: Wednesday, August 05, 2020 11:34 AM
To: Reitz, Brent; JJ West; Heuck, David
Cc: Sawin, John
Subject: RE: Staff Report August 2020 Purchase Microfiltration Membranes (002)

From: Reitz, Brent <reitzb@pebblebeach.com>

Sent: Wednesday, August 5, 2020 10:10 AM

To: 'JJ West' <jjwest@mpccpb.org>; Heuck, David
(jhuston@ncga.org) <jhuston@ncga.org>

Cc: Sawin, John <SawinJ@pebblebeach.com>

Subject: RE: Staff Report August 2020 Purchase Microfiltration Membranes (002)

MPCC Approval

Thanks JJ!

David and Joe?

br

Brent Reitz

831-277-7897 cell

Director of Energy & Water Conservation

Pebble Beach Company

From: JJ West [mailto:jjwest@mpccpb.org]

Sent: Wednesday, August 05, 2020 9:41 AM

To: Reitz, Brent; Heuck, David; Joe Huston (jhuston@ncga.org)

Cc: Sawin, John

Subject: RE: Staff Report August 2020 Purchase Microfiltration Membranes (002)

Approved to purchase from MPCC team.



JJ West

General Manager

Monterey Peninsula Country Club

3000 Club Road
Pebble Beach, CA 93953

T: 831.333.2200

F: 831.655.3049

www.mpccpb.org

From: Reitz, Brent <reitzb@pebblebeach.com>

Sent: Tuesday, August 04, 2020 8:26 AM

To: Heuck, David <heuckd@pebblebeach.com>; Joe Huston (jhuston@ncga.org) <jhuston@ncga.org>

Cc: JJ West <jjwest@mpccpb.org>; Sawin, John <SawinJ@pebblebeach.com>

Subject: FW: Staff Report August 2020 Purchase Microfiltration Membranes (002)

Importance: High

Fellows: Please see attached and email below –

Ed Waggoner, The CAWD Plant Superintendent, is requesting funding-approval for the “budgeted” purchase of a NEW set of MF Membranes to replace the Current (OLD & USED) “Carter Lake” MF Membranes, purchased many years ago.

CAWD’s request is coming to us at this point in time, due to a timing issue.

This year (and typically most years) RMC does not hold the AUG meeting unless there is an urgent need.

Per our bylaws, this type of expenditure needs some form of official approval from the financial guarantor’s prior to proceeding.

IRWUG Approval

From: [Joe Huston](#)
To: [reitzb](#); [JJ West](#); [heuckd@pebblebeach.com](#)
Cc: [Sawin, John](#)
Subject: RE: Staff Report August 2020 Purchase Microfiltration Membranes (002)
Date: Wednesday, August 5, 2020 11:33:38 AM
Attachments: [image001.jpg](#)
[image002.png](#)

Brent,

Thank you for your response. I approve of the investment. I think you and the team are doing a great job, and the approach below is another example of the very professional work and process done by the team.

Thank you,

Joe

From: Reitz, Brent <reitzb@pebblebeach.com>
Sent: Wednesday, August 5, 2020 11:27 AM
To: 'Joe Huston' <jhuston@ncga.org>; JJ West <jjwest@mpccpb.org>; Heuck, David <heuckd@pebblebeach.com>
Cc: Sawin, John <SawinJ@pebblebeach.com>
Subject: RE: Staff Report August 2020 Purchase Microfiltration Membranes (002)

Joe: For many CAWD projects we perform a competitive bidding process. As it relates to this MF Membrane selection process specifically, we have already done this in the form of actual Live Performance Testing.

We asked our third-party advanced-water-treatment engineering firm (Trussells) to recommend top-performing MF Membrane Manufactures to select from.

We have been currently running (3) different MF Manufacture's membranes in each of our (3) MF Cells as part of a full-scale testing regime.

They are:

- Upgraded Siemens modules, now called Evoqua which are the newest Evoqua modules
- Carter Lake modules, which are a different model of Evoqua modules
- Scinor modules, a totally new MF Manufacturer and the one most highly recommended by Trussells.

Scinor has proved the best of the (3), so that is the manufacture we are going with.

Background:

Originally, the project was built with Siemens Membranes, and at that time, they were not interchangeable with any other manufacture's membrane.

Since then, MF Membrane technology has advanced, making it possible to swap the one-time proprietary membranes, for new & different manufacturer's membranes.

The increased performance of the Scinor Membranes has been the key component of our selection process and funding request.

Recl Liaison Approval

My recommendation as RMC Project Liaison, is to approve this budgeted purchase now.

Feel free to reach out with any questions or comments you may have.

Take Care,

Brent Reitz
831-277-7897 cell
Director of Energy & Water Conservation
Pebble Beach Company

From: Ed Waggoner [<mailto:waggoner@cawd.org>]
Sent: Monday, August 03, 2020 9:52 PM
To: Barbara Buikema
Cc: Reitz, Brent; Mike Niccum (michael@pbcsd.org); Kevin Young
Subject: Staff Report August 2020 Purchase Microfiltration Membranes (002)

Good Evening Barbara, Mike and Brent,

I have attached my August Board Report and an updated Quote for the purchase of 125 Scinor SMT600-S26 160 Micro Filtration modules for your review. As you know Carmel Area Wastewater District has certain polices on purchase request over \$35,000.00 that I must adhere to to complete a purchase. Mainly it needs Board approval even if it is budgeted, in this case it is Budgeted in the Wastewater Reclamation Budget 2020-2021, account number 67510 Microfilter Membrane Modules. To do this properly before I can submit this to CAWD's Board I need approval from the Technical Advisory Committee (TAC) and Reclamation Management Committee (RMC).

Historically, the TAC and RMC does not meet during the summer months. So to be able to get this item to the August CAWD Board meeting on August 27, 2020. I need letters or emails to attach to CAWD's Board Report having the go ahead or support from David Heuck and Joe Huston, as Ken White and Charlotte Townsend would approve at the August CAWD Board meeting. Do I need to get approval from Pebble Beach Community Service District members of the RMC? Otherwise I would not be able to present this to CAWD's Board until after the Fall TAC and RMC meetings which CAWD Staff really does not want to order the Scinor Modules that late in the year 2020.

If this process cannot be done then I am requesting that the TAC and RMC hold meetings for approval. As stated in the Board Report the Carter Lake Modules are now close to 2 years of operation and have far exceeded any past operational time frames of these MF modules.

Regards,

Ed Waggoner
Operations Superintendent
Carmel Area Wastewater District
Phone (831) 624-1249, ext. 291
waggoner@cawd.org



QUOTE

Scinor Water America, LLC
 16 Mallard Cove
 Centerport, New York 11721
 United States

Phone: 800.774.1385
 Fax: 800.774.1385
 info@scinor.com

BILL TO:
Carmel Area Wastewater District
 Ed Waggoner
 3945 Rio Rd
 PO Box 221428
 Carmel, California 93922
 United States

SHIP TO:
Ed Waggoner
 26900 State Route One
 Carmel, California 93923
 United States
 831-624-1249

Estimate Number: 20200218-1
Estimate Date: February 18, 2020
Expires On: March 17, 2020
Grand Total (USD): \$101,015.63

831-624-1248

Items	Quantity	Price	Amount
SMT600-S26 PVDF UF MODULE PVDF UF Module - Direct Replacement for S10V/N membranes	125	\$750.00	\$93,750.00
FREIGHT TO JOBSITE DDP Jobsite - Freight excluded (Pre-pay and add)	1	\$0.00	\$0.00
Subtotal:			\$93,750.00
CA Sales T 7.75%:			\$7,265.63
Total:			\$101,015.63
Grand Total (USD):			\$101,015.63

Notes

Freight: DDP
 Warranty: 5 yr Pro-rated
 Lead time: 2-3 Weeks (assumes from US warehouse)
 Taxes & Duties: CA Sales tax and import duties included.

STANDARD TERMS AND CONDITIONS OF SALE

These terms and conditions of sale ("Agreement") are applicable to any order placed with and accepted by Scinor Water America, LLC (referred to herein as "Supplier"):

1. **SCOPE OF AGREEMENT.** Supplier, upon acceptance of an Order placed by Buyer, will supply the products and services specified in the Order (the "Work") to Buyer, pursuant to the terms and conditions of this Agreement and its exhibits and Supplier's acceptance of such order submitted by Buyer is expressly limited to the terms and conditions of this Agreement notwithstanding any contrary provision contained in Buyer's purchase orders, invoices, acknowledgements or other documents. The details of the Work (e.g. quantity, price, and product specifications) shall be set forth in the relevant Order.
2. **PRICE AND TERMS.** (a) The prices payable by Buyer for goods and services to be supplied by Supplier under this Agreement will be specified in the applicable Order. Unless otherwise expressly stated in an Order, all prices exclude shipping and taxes. (b) Payment terms are net thirty (30) calendar days from the date of the invoice. If Buyer does not pay an invoiced amount within terms, Buyer will in addition pay finance charges of one and one-half percent (1.5%) per month on the late balance and Supplier reserves the right to (1) withhold shipment of the Work until full payment is made; and/or (2) revoke any credit extended to Buyer. In the event that Buyer's account is more than ninety (90) days in arrears, Buyer shall reimburse Supplier for the reasonable costs, including attorney's fees, of collecting such amounts from Buyer. In the event of any dispute regarding an invoice, no finance charges will apply in the event that Buyer provides written notice of the dispute prior to the due date for such payment. (c) Upon reasonable request by the Supplier, Buyer shall provide copies of its most recent audited financial statements or other reasonable evidence of its financial capacity and such other information as Supplier reasonable requests to determine credit status or credits limits. (d) Buyer shall provide notice within five (5) business days of the occurrence of any event which materially affects Buyer's ability to perform its obligations under this Agreement including but not limited to: (i) the material default of any supplier or sub-contractor; (ii) labor strike or dispute; or (iii) material uncured default with respect to any debt obligations of Buyer. (e) Pricing schedules (whether attached to this Agreement or an Order) are subject to change upon a change in the price of applicable raw materials (as reflected on a recognized trade or commodity pricing tracker) in excess of five percent (5%) from the date of such schedule. (f) Unless otherwise specified in the Order, Work will be delivered FOB Supplier's manufacturing facility and will be shipped to Buyer via carriers selected by Supplier.
3. **BUYER MATERIALS AND DATA.** (a) Buyer represents and warrants that any matter it furnishes for performance of services by Supplier (i) does not infringe any copyright or trademark or other Intellectual Property Rights of any third party; (ii) is not libelous or obscene; (iii) does not invade any persons right to privacy; and (iv) does not otherwise violate any laws or infringe the rights of any third party. (b) Buyer warrants that it has the right to use and to have Supplier use on behalf of Buyer any data provided to Supplier or its Affiliates by Buyer including specifically customer names, identifying information, addresses and other contact information and related personal information ("Data").
4. **INTELLECTUAL PROPERTY.** Any and all inventions, discoveries, patent applications, patents, copyrights, trademarks and trade names, commercial symbols, trade secrets, work product and information embodying proprietary data existing and owned by Buyer as of the date of the Order or made or conceived by employees of Buyer during the Term of the Order shall be and remain the sole and exclusive property of Buyer provided that Buyer grants to Supplier a license to use, display and distribute (and to sublicense its affiliates and sub-contractors to use, display and distribute) any intellectual property rights delivered to Supplier as reasonably necessary to perform any Order. Any and all inventions, discoveries, patent applications, patents, copyrights, trademarks and trade names, commercial symbols, trade secrets, work product and information embodying proprietary data existing and owned by Supplier as of the date of the Order or made or conceived by employees, consultants, representatives or agents of Supplier during the term of this Agreement shall be and remain the sole and exclusive property of Supplier.
5. **CONFIDENTIAL INFORMATION.** Any information that parties receive or otherwise have access to incidental to or in connection with this Agreement (collectively, the "Confidential Information"), shall be and remain the property of the disclosing party. Confidential Information shall not include information which: (i) was in the possession of the Receiving Party at the time it was first disclosed by the Disclosing Party; (ii) was in the public domain at the time it was disclosed to the Receiving Party; (iii) enters the public domain through sources independent of the Receiving Party and through no breach of this provision by the Receiving Party; (iv) is made available by the Disclosing Party to a third party on an unrestricted, non-confidential basis; (v) was lawfully obtained by the Receiving Party from a third party not known by the Receiving Party to be under an obligation of confidentiality to the Disclosing Party; or (vi) was at any time developed by the Receiving Party independently of any disclosure by the Disclosing Party. Confidential Information may be used to the extent necessary to perform this Agreement and the parties shall not disclose Confidential Information to any third party, except to its agents (who have executed confidentiality agreements containing terms substantially similar to the terms) as necessary to provide the Work hereunder. In no event shall Buyer acquire any right, title or interest in and to any product or process information, including related know how, either existing or developed during the course of the business relationship with Supplier and Buyer, and in no event shall Supplier acquire and right, title, or interest in and to any materials or information provided to it by Buyer.

6. **INDEMNIFICATION.** The indemnifying party, as Indemnitor, shall indemnify, defend and hold harmless the indemnified party, as Indemnitee, its officers, directors, employees, agents, subsidiaries, and other affiliates from and against any and all claims, damages, liabilities, and expenses (including attorney fees) arising from any third-party claim based on Indemnitor's (or its agent's) breach of any representation, warranty, covenant, agreement, or obligation under the Order or this Agreement, or Indemnitor's (or its agent's) grossly negligent and/or willful acts in carrying out its obligations under the Order or the Agreement, provided that in no event shall Supplier be responsible for any claims arising out of its compliance with instructions, requirements, or specifications provided by or required by Buyer (including the use of information, artwork, logos, and/or trademarks provided by Buyer). Neither party will be responsible for indemnifying another party hereto where the basis of the indemnity claim arises out of such other party's own negligence or willful misconduct. In order to avail itself of this indemnity provision, Indemnitee shall promptly provide notice to Indemnitor of any such claim, tender the defense of the claim to Indemnitor, and cooperate with Indemnitor in the defense of the claim. Indemnitor shall not be liable for any cost, expense, or compromise incurred or made by Indemnitee in any legal action without the Indemnitor's prior written consent.
7. **BREACH.** In addition to all other rights to which a party is entitled under this Agreement, if either party breaches any term of the Order or the Agreement, the non-breaching party shall have the right to: (a) terminate the Order immediately upon written notice to the other party; and (b) seek to obtain injunctive relief to prevent such breach or to otherwise enforce the terms of this Agreement. Failure to properly demand compliance or performance of any term of the Order or this Agreement shall not constitute a waiver of Supplier's rights hereunder and prior to any claim for damages being made for non-conformance or breach, Buyer shall provide Supplier with reasonable notice of any alleged deficiencies in the Work or performance under the Order or this Agreement and Supplier shall have a reasonable opportunity to cure any such alleged non-conformance or breach.
8. **WARRANTY.** Supplier warrants that the Work shall reasonably conform to specifications in all material respects. Other than the warranties set forth in this section, Supplier makes no warranty of any kind, expressed or implied or otherwise whatsoever, that the services performed or any items produced will be merchantable or fit for any particular purpose or use. In the event of any breach of any warranty specified in this provision, Buyer's exclusive remedy shall be that Supplier shall, at its option, repair or replace any defective goods at no cost to Buyer or refund any purchase price paid for such Work.
9. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE HEREUNDER FOR INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY FOR SUCH DAMAGES AND VENDOR'S TOTAL LIABILITY FOR DAMAGES UNDER THIS AGREEMENT AND THE ORDER SHALL BE LIMITED TO THE TOTAL FEES DUE HEREUNDER FOR THE INVOICE UPON WHICH A CLAIM IS BASED.
10. **NOTICE.** Any notice sent pursuant to the Order or this Agreement shall be sent by certified mail, return receipt requested, or by overnight mail to the addresses on the Order or to such address as either party may in the future designate. A copy of any notice to Supplier shall be also sent to General Counsel, Scinor Water America, LLC, 1440 Broadway, 23rd Floor, New York, NY 10018 together with a copy this Agreement. Notices shall be effective upon receipt.
11. **ASSIGNMENT.** Except as otherwise provided, the Order and this Agreement shall be binding upon and inure to the benefit of the parties' successors and lawful assigns.
12. **STATUS.** Buyer and Supplier are separate entities. Nothing in the Order or this Agreement shall be construed as creating an employer-employee or joint venture relationship.
13. **COMPLIANCE WITH LAW.** Each party shall comply with all state, federal and local laws and regulations applicable to its performance hereunder.
14. **GOVERNING LAW.** The Order and this Agreement shall be governed by the laws of the State of New York, without reference to conflicts of law principles. Any legal suit, action or proceeding arising out of or relating to the Order or these this Agreement shall be commenced in a federal court in New York or in state court in the County of Suffolk, New York, and the appellate courts thereof, and each party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding. With respect to any litigation arising out of the Order or this Agreement, the parties expressly waive any right they may have to a jury trial and agree that any such litigation shall be tried by a judge without a jury and the prevailing party shall be entitled to recover its expenses, including reasonable attorney's fees, from the other party.
15. **FORCE MAJEURE.** Neither party shall be liable for any failure to perform or delay in performance of this Agreement to the extent that any such failure arises from acts of God, war, civil insurrection or disruption, riots, government act or regulation, strikes,

lockouts, labor disruption, cyber or hostile network attacks, inability to obtain raw or finished materials, inability to secure transport, or any cause beyond such party's commercially reasonable control.

16. **SURVIVAL.** In the event any provision of the Order or this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of the Order or this Agreement will remain in full force and effect. All sections herein relating to payment, ownership, confidentiality, indemnification and duties of defense, representations and warranties, waiver, waiver of jury trial and provisions which by their terms extend beyond the Term shall survive the termination of the Order and this Agreement.
17. **ENTIRE AGREEMENT.** The Order, this Agreement and the operative provisions of any quotation issued by Supplier and any purchase order issued by Buyer, sets forth the entire agreement and understanding among the parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements, and understandings of every and any nature among them. No proposal, purchase order, order confirmation, acceptance, or any other document provided by either Party to the other, nor any electronic click-wrap, terms of use or similar online consent or acceptance language accompanying or set forth as a prerequisite to any electronic interface or utility associated with any Work, shall be deemed to amend the terms hereof and any such contradictory or additional terms shall be ineffective. No party shall be bound by any condition, definition, warranty, or representations, other than as expressly set forth or provided for in the Order or this Agreement, or as may be, on or subsequent to the date hereof set forth in writing and signed by the party to be bound thereby. In the event of any ambiguity or conflict between any of the terms and conditions contained in this Agreement and the terms and conditions contained in an Order, the terms and conditions of this Agreement shall control, unless the Parties have expressly provided in such Order that a specific provision in this Agreement is amended, in which case this Agreement shall be so amended, but only with respect to such Order. The Order or this Agreement may not be amended, supplemented, changed, or modified, except by agreement in writing signed by the parties to be bound thereby.

Ed Waggoner

From: Tom Poschmann <tom.poschmann@scinor.com>
Sent: Thursday, July 30, 2020 1:28 PM
To: Ed Waggoner; Seth Leiboh
Cc: Kevin Young
Subject: Re: Estimate Number: 20200218-1

Hi Ed,

The quote is still valid. We will honor the quoted terms.

Thank you.

Tom

Tom Poschmann

From: Ed Waggoner <waggoner@cawd.org>
Sent: Thursday, July 30, 2020 4:24:46 PM
To: Tom Poschmann <tom.poschmann@scinor.com>; Seth Leiboh <seth.leiboh@scinor.com>
Cc: Kevin Young <Young@cawd.org>
Subject: Estimate Number: 20200218-1

Good Afternoon Tom,

I am checking to see if the price quote for Estimate Number; 20200218-1 is still good or do I need to receive a new quote for the purchase of 125 quantity, SMT600-S26 PVDF UF Module for direct replacement for S10V/N membranes?

Best Regards,
Ed Waggoner

Edward Waggoner

Operations Superintendent
Carmel Area Wastewater District
Phone (831) 624-1249, ext. 291
waggoner@cawd.org



STAFF REPORT



To: Board of Directors

From: Barbara Buikema, General Manager

Date: January 26, 2023

Subject: Adjust Salary Classification Tables

RECOMMENDATION

It is recommended the Board authorize an amendment to the salary classification table for the following positions: Principal Engineer, Plant Engineer, Collection Worker III, Maintenance Worker III, and Lab Analyst II effective January 30, 2023.

DISCUSSION

The Salary/Benefits Committee met December 1 and 6 to discuss the salary classification table in relation to the CASA 2022 Salary Study. There was a determination made that four positions should be adjusted at this time, as follows:

- I. The Principal and Plant Engineer are currently both at a Range 37 on the Carmel Area Wastewater District (CAWD) salary scale. In the CASA survey they are compared to the Engineering Manager position because although neither of them manage other staff, they both do full management projects and are responsible for assisting operations/collections. The recommendation of the Salary/Benefits Committee was to move them from Range 37 to Range 40 with a commitment to review again after 2023 CASA survey is published. The table below reflects both the CAWD 2022 and 2023 Range 40. The over/under for the 2022 salary shows CAWD at -24% and -22% from CASA Average.

Position	Source	Min	Max
Engineer	CASA 2022 Avg	\$14,410	\$16,878
	Min/Max	\$13,621	\$19,221
	CAWD 2022	\$10,890	\$13,237
Recommendation	CAWD 2022	\$11,728	\$14,255
	CAWD 2023	\$12,173	\$14,796

- II. The Collections Worker III position is at Range 18 on the CAWD salary scale. In the CASA survey the position is compared to the Lead Collection System Mechanic position.

The recommendation of the Salary/Benefits Committee was to move from Range 18 to Range 19. The table below reflects both the CAWD 2022 and 2023 Range 19. The over/under for the 2022 salary shows CAWD at -9% and -4% from the CASA Average.

Position	Source	Min	Max
Lead Collection System Mechanic	CASA 2022 Avg	\$7,481	\$8,611
	Min/Max	\$6,494	\$9,740
	CAWD 2022	\$6,812	\$8,280
Recommendation	CAWD 2022	\$6,983	\$8,487
	CAWD 2023	\$7,247	\$8,809

- III. The Maintenance Worker III position is at Range 18 on the CAWD salary scale. In the CASA survey the position is compared to the Lead Maintenance Mechanic position. The recommendation of the Salary/Benefits Committee was to move from Range 18 to Range 19. The table below reflects both the CAWD 2022 and 2023 Range 19. The over/under for the 2022 salary shows CAWD at -17% and -11% from the CASA average.

Position	Source	Min	Max
Lead Maintenance Mechanic	CASA 2022 Avg	\$8,164	\$9,347
	Min/Max	\$6,305	\$11,086
	CAWD 2022	\$6,812	\$8,280
Recommendation	CAWD 2022	\$6,983	\$8,487
	CAWD 2023	\$7,247	\$8,809

- IV. The Lab Analyst II position is at Range 19 on the CAWD salary scale. In the CASA survey the position is the same name as CAWD's. The recommendation of the Salary/Benefits Committee was to move from Range 19 to Range 20. The table below reflects both the CAWD 2022 and 2023 Range 20. The over/under for the 2022 salary shows CAWD at -30% for both min and max from the CASA average. Note that there was only one comparator agency for this job classification.

Position	Source	Min	Max
Lab Analyst II	CASA 2022 Avg	\$10,038	\$10,038
	Min/Max	\$10,038	\$12,202
	CAWD 2022	\$6,982	\$8,487
Recommendation	CAWD 2022	\$7,157	\$8,699
	CAWD 2023	\$7,429	\$9,030

The July 1, 2022 Classification Titles was approved by Resolution 2022-33.

FUNDING

Change in 2022-23 Budget

	Current Step E	Recommended Step E	% Inc	5 mos. 2023
Principal/Plant Engineer (2)	\$13,740.25	\$14,796.77	7.6%	\$10,565.20
Collection Worker III (2)	\$8,594.91	\$8,809.80	2.5%	\$2,148.90
Maintenance Worker III (2)	\$8,594.91	\$8,809.80	2.5%	\$2,148.90
Lab Analyst II (2)	\$8,809.78	\$9,030.04	2.5%	\$2,202.60

Total increase to 2022-23 Budget = \$17,065.60

RESOLUTION NO. 2023-08
DESIGNATING CLASSIFICATION TITLES IN THE
CARMEL AREA WASTEWATER DISTRICT
AND PROVIDING FOR THE NUMBER OF POSITIONS AND
MONTHLY SALARY RANGES

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

Section 1. That the "Positions", "Classification Titles" and "Salary Ranges and Steps" enumerated below are hereby adopted for positions of employment in the Carmel Area Wastewater District:

Positions	Range	Classification Titles	SALARY STEPS				
			A	B	C	D	E
Administration							
1	n/a	General Manager	<i>Negotiated with Board of Directors</i>				
1	26	Principal Accountant	8,615.40	9,046.17	9,498.48	9,973.40	10,472.07
2	16	Administrative Assistant/Board Clerk	6,730.33	7,066.85	7,420.19	7,791.20	8,180.76
Engineering							
1	40	Principal Engineer	12,173.34	12,782.01	13,421.11	14,092.16	14,796.77
1	40	Plant Engineer	12,173.34	12,782.01	13,421.11	14,092.16	14,796.77
Treatment Plant Operations							
1	32	Operations Superintendent	9,991.22	10,490.78	11,015.32	11,566.08	12,144.39
1	32	Maintenance Superintendent	9,991.22	10,490.78	11,015.32	11,566.08	12,144.39
0	31	Associate Engineer	9,747.53	10,234.90	10,746.65	11,283.98	11,848.18
1	26	Operations Supervisor	8,615.40	9,046.17	9,498.48	9,973.40	10,472.07
1	24	Laboratory Supervisor	8,200.26	8,610.28	9,040.79	9,492.83	9,967.47
3	20	Senior Operator	7,429.03	7,800.49	8,190.51	8,600.04	9,030.04
1	19	Safety/Regulatory Compliance Administrator I	7,247.82	7,610.21	7,990.72	8,390.25	8,809.77
2	20	Laboratory Analyst II/Environmental Inspector	7,429.03	7,800.47	8,190.50	8,600.02	9,030.03
1	19	Maintenance Mechanic III	7,247.82	7,610.21	7,990.72	8,390.26	8,809.77
3	17	Plant Operator II	6,898.59	7,243.52	7,605.69	7,985.98	8,385.28
1	17	Purchaser Plant Asset Coordinator	6,898.59	7,243.53	7,605.70	7,985.98	8,385.27
0	16	Laboratory Analyst I/Environmental Inspector	6,730.33	7,066.86	7,420.19	7,791.20	8,180.75
1	15	Maintenance Mechanic II	6,566.18	6,894.49	7,239.21	7,601.17	7,981.22
0	14	Maintenance Worker II	6,406.03	6,726.33	7,062.65	7,415.78	7,786.57
1	12	Plant Operator I	6,097.35	6,402.21	6,722.33	7,058.44	7,411.36
0	12	Maintenance Mechanic I	6,097.35	6,402.21	6,722.33	7,058.44	7,411.36
0	9	Maintenance Worker I	5,662.00	5,945.10	6,242.35	6,554.47	6,882.20
Collection Maintenance							
1	32	Collection System Superintendent	9,991.22	10,490.78	11,015.32	11,566.08	12,144.39
4	19	Collection Worker III	7,247.84	7,610.23	7,990.74	8,390.28	8,809.79
0	11	Collection Worker II	5,948.62	6,246.06	6,558.37	6,886.28	7,230.59
0	6	Collection Worker I	5,257.73	5,520.61	5,796.64	6,086.48	6,390.80
1	6	Collection/Maintenance Utility Worker I	5,257.73	5,520.61	5,796.64	6,086.48	6,390.80
29.0		Total Positions authorized					

Section 2. That salaries paid to occupants of said positions shall be administered in accordance with Ordinance No. 97-2 titled "Personnel Policies".

Section 3. The Provisions hereof shall be in force and effect as of January 30, 2023

Section 4. That this resolution supercedes 22-33 in its entirety.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Wastewater District duly held on January 26, 2023, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Ken White, President of the Board

ATTEST:

Domine Barringer, Secretary to the Board

STAFF REPORT



To: Board of Directors

From: Barbara Buikema, General Manager

Date: January 26, 2023

Subject: Amend Audit Contract with PUN Group

RECOMMENDATION

Recommend the Board authorize the General Manager to amend a contract with the PUN Group to provide additional Audit Services for the years 2021-22, 2022-23, and 2023-24 in an amount not to exceed \$15,000.

DISCUSSION

The Government Accounting Standards Board (GASB) issued Statement No. 84 regarding Fiduciary Activities in 2017. The objective of this Statement is to improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported. This Statement establishes criteria for identifying fiduciary activities of all state and local governments. The focus of the criteria generally is on (1) whether a government is controlling the assets of the fiduciary activity and (2) the beneficiaries with who a fiduciary relationship exists. An activity meeting the criteria must be reported in a fiduciary fund in the basic financial statements. The statement specifically describes fiduciary funds that should be reported and includes pension trust funds.

The District's Strategic Asset Management Plan (SAM), our legacy pension plan prior to joining CalPERS, meets the requirements as discussed in GASB 84. The District relies on its audit firm to advise us on current GASB pronouncements. Our prior auditor did not include the separate fiduciary fund in his audit. Our new auditor, the PUN Group has returned with a change order to our original contract to show the change in scope of work and include the audit of the Strategic Asset Management (SAM) plan in the financial statements.

The first year is \$6K which allows for the set up in their work papers, and \$4,500 for the next five years. Our contract was for three years with an option for an additional three.

The original contract was approved under Resolution No. 2022-05 in January 2022.

FUNDING

Operations and Maintenance (O&M) Budget will be over \$6,000 for the audit year 2021-22 and will require payment from reserves. For the remaining two years the O&M budget will reflect the amended amount.

Attachments: Original CAWD audit cost proposal
 Contract amendment proposal

Proposal Costs

Total All-Inclusive Maximum Price

Our proposed fees ⁽¹⁾ ⁽²⁾ for Financial Audit Services for the fiscal years ending June 30, 2022, through 2024, with the option to extend for three (3) additional years, are as follows:

Requested Services	FY2021-22	FY2022-23	FY2023-24	FY2024-25	FY2025-26	FY2026-27
				(Optional)	(Optional)	(Optional)
CAWD Audit and Related Reports	\$20,750.00	\$21,372.50	\$22,013.68	\$22,674.09	\$23,354.31	\$24,054.94
State Controller's Report	\$1,800.00	\$1,854.00	\$1,909.62	\$1,966.91	\$2,025.92	\$2,086.69
Total	\$22,550.00	\$23,226.50	\$23,923.30	\$24,640.99	\$25,380.22	\$26,141.63

- (1) The quote presented does not include Single Audit related services. If a Single Audit is required, the fee for auditing major programs will be \$5,000 per program. The number of programs determined to be "major" will be based on OMB Uniform Guidance. The Engagement Team will discuss with the Carmel Area Wastewater District's Management before starting Single Audit work.
- (2) Depending on the scope, certain services related to GASB implementation work may require additional charges. The Engagement Team will discuss details and associated costs with the Carmel Area Wastewater District's Management before starting any GASB implementation work.

Out of Pocket Expenses in the Total Maximum Price and Reimbursement Rates

The Firm's policy is to maintain flexible billing rates to meet the needs of clients and help them control costs. In the interest of starting our long-term relationship, we will absorb expenses such as travel and printing costs. Additionally, our Partners will be available to provide advice and consultation as necessary to the Carmel Area Wastewater District. The Firm will also absorb these costs.

Rates for Additional Professional Services

Below are the Firm's hourly billing rates, delineated by staffing levels:

Hourly Billing Rates	
Partner(s)	\$ 275
Manager(s)	\$ 200
Senior Accountant(s)	\$ 150
Staff Accountant(s)	\$ 125
Clerical	\$ 75

Any supplemental reports, audits, or agreed-upon procedures not covered by this proposal may be added in a written agreement prior to commencing audit work. The Firm and the District will discuss and approve the scope and associated costs of these tasks. Any additional work will be performed at the above-quoted hourly rates.



200 E. Sandpointe Avenue, Suite 600
Santa Ana, California 92707



www.pungroup.cpa



December 2, 2022

Carmel Area Wastewater District
Ms. Barbara Buikema, General Manager
PO Box 221428
Carmel, CA 93922

RE: Change Order No. 1

Dear Ms. Buikema,

In January 2017, GASB issued Statement No. 84, *Fiduciary Activities*, which establishes criteria for identifying and reporting fiduciary activities for all state and local governments which is required to be implemented in FY2021. Under the new statement, governments should report fiduciary activities in the fiduciary fund financial statements of the basic financial statements.

During the audit, we noted that the District has a Single Employer Defined Benefit Plan (Plan) for employees who cannot participate in the District’s retirement plan with CalPERS, which is required to be reported to the District’s basic financial statements under this statements. The Plan was not included in the original scope of work in the original proposal. With that said, we are requesting a change order to our contract to include the audit of the Plan in order to properly reported in the financial statements. The additional cost will be:

FY2021-2022	\$6,000
FY2022-2023	\$4,500
FY2023-2024	\$4,500
FY2024-2025	\$4,500
FY2025-2026	\$4,500
FY2026-2027	\$4,500

If you have any questions, please feel free to call me at (949) 777-8801.

Very truly yours,

The Pun Group LLP

Kenneth H. Pun, CPA, CGMA
Engagement Partner

This letter correctly sets forth the understanding of the Carmel Area Wastewater District.

By: *B. Buikema*
Title: *General Manager*
Date: *12-4-22*



RESOLUTION 2023-09

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO AMEND A CONTRACT WITH THE PUN GROUP TO PROVIDE ADDITIONAL AUDIT SERVICES IN AN AMOUNT NOT TO EXCEED \$15,000

WHEREAS, the District approved the original contract for audit services under Resolution #2022-05 in January 2022 in the amount of \$69,699 for three years 2021-22, 2022-23, and 2023-24 with an option for an additional three years;

WHEREAS, the District approved a contract with the PUN GROUP for professional audit services without including a provision for preparation of GASB 84 which is required reporting on fiduciary activities;

WHEREAS, the District is required to comply with GASB 84 and the PUN GROUP is qualified to handle the reporting requirements and the amendment to the original contract is necessary in an amount not to exceed \$15,000 for the first three years corresponding to the original contract;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Carmel Area Wastewater District, hereby authorizes the General Manager to amend the contract with the PUN GROUP to provide GASB 84 reporting services for the District in the amount of \$15,000 for a total contract amount of \$84,699.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on January 26, 2023.

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Ken White, President of the Board

ATTEST:

Domine Barringer, Secretary to the Board

General Manager's Oral Report

Other Items Before the Board

STAFF REPORT



To: Board of Directors

From: Domine Barringer, Board Secretary

Date: January 26, 2023

Subject: 2023 -Board Member Committee
Assignments, Pebble Beach Community Service District Board
(PBCSD) Meetings, Quarterly Special District Association Meetings
(SDA), and the Conference Schedule

RECOMMENDATION

Requesting the Board of Directors to add the Source Control/Six Sigma (Ad Hoc Committee) and designate committee assignments and pass a motion accepting the entirety of all committee assignments, regular monthly attendance at the PBCSD meetings, and the quarterly Special District Association meetings as listed in the attached tables in 2023.

The 2023 Conferences are attached for general information and possible participation. Please contact Domine Barringer for assistance with registration for conferences that you would like to attend.

DISCUSSION

Attached are the following schedules for the 2023 calendar year for the Board's consideration:

- a. Committee Assignments
- b. PBCSD Board Meetings assignments
- c. Quarterly Special District Association Meetings
- d. Conference Schedule (possible participation)



Carmel Area Wastewater District

P.O. Box 221428 Carmel California 93922 ❖ (831) 624-1248 ❖ FAX (831) 624-0811

TO: Board of Directors
FROM: Domine Barringer, Board Secretary
DATE: January 26, 2023
SUBJECT: Committee Assignments for 2023

At the December 8, 2022 board meeting the board accepted the creation of the Ad Hoc Committees for the Codification Project and the Ejector Pump Policy. The board approved the assignment of Director Siegfried and Director Urquhart to the Codification Project Ad Hoc Committee.

The Codification Committee will be responsible for reviewing a red line draft of the new codification for the District, which should arrive in March 2023. This committee will need to have at least one meeting with the vendor, American Legal, to clarify and finalize the codification for the District. The codification process will provide the District with an electronic web based format. It will be the most current and enforceable listing of ordinances and resolutions. The format will be in a well arranged format for all users and easy to update.

Director Rachel and Director Urquhart will lead the Ejector Pump Committee. This committee will be responsible for developing a District policy regarding how to address residents who have plumbing fixtures located below the level of the District main sewer line. This policy will include the following:

- Relevant plumbing codes
- Any specific criteria on the type and size of pump
- Installation of pump criteria
- How pumps will and should be managed
- Who has ownership and maintenance of the pump
- Retrofitting/Replacement of any aged lines
- Easements

The Source Control/Six Sigma Ad Hoc Committee will monitor the progress of all the annual discharge permits and tracking of the Sewer Sanitary Overflows (SSO's).

2023 COMMITTEE ASSIGNMENTS:

Committee	2023 Members
Budget & Audit	D'Ambrosio Siegfried
Pension	Urquhart Siegfried Wellington
Reclamation Management	Rachel White
Salary & Benefits	White Rachel
Special Districts Association	Rotated by all
CRFREE (ad hoc)	White Siegfried
Sea Level Rise (ad hoc)	Siegfried D'Ambrosio
Tree & Trail and Rio Park Bridge Committee (ad hoc)	White D'Ambrosio
Construction Committee (ad hoc)	White Rachel
Real Estate Committee (ad hoc)	White Siegfried
Ejector Pump Committee (ad hoc)	Rachel Urquhart
Codification Committee (ad hoc)	Siegfried Urquhart
Source Control & Six Sigma (ad hoc)	White D'Ambrosio



Carmel Area Wastewater District

P.O. Box 221428 Carmel California 93922 ❖ (831) 624-1248 ❖ FAX (831) 624-0811

Barbara Buikema
 General Manager
 Edward Waggoner
 Operations Superintendent
 Robert R. Wellington
 Legal Counsel

Board of Directors
 Gregory D'Ambrosio
 Michael K. Rachel
 Robert Siegfried
 Kevan Urquhart
 Kennedy White

ATTENDANCE AT PBCSD BOARD MEETINGS FOR 2023

It is important for at least one Carmel Area Wastewater District (CAWD) Board Member to attend the Pebble Beach Community Services District's (PBCSD) regular Board Meetings, held the final Friday of every month at 9:30 a.m., and if possible, any special meetings during the assignment period, with the standard stipend compensation.

Members may provide an oral report at the next CAWD Board Meeting, which follows their attendance at the PBCSD meeting.

Assignments are for a period of one month. It is the responsibility of the assigned Member to get a substitute if the Member cannot attend.

Month	Member Attendee
January 27th	Ken White
February 24th	Greg D'Ambrosio
March 31st	Mike Rachel
April 28th	Bob Siegfried
May 26th	Kevan Urquhart
June 30th	Ken White
July 28th	Greg D'Ambrosio
August	No PBCSD Meeting
September 29th	Mike Rachel
October 27th	Kevan Urquhart
November	No PBCSD Meeting
December 8th	Bob Siegfried



Carmel Area Wastewater District

P.O. Box 221428 Carmel California 93922 ❖ (831) 624-1248 ❖ FAX (831) 624-0811

TO: Board of Directors

FROM: Domine Barringer, Board Secretary

DATE: January 26, 2023

SUBJECT: Quarterly Special Districts Association for 2023

The California Special Districts Association (CSDA) is a 501c(6), not-for-profit association that was formed in 1969 to promote good governance and improve core local services through professional development, advocacy, and other services for all types of independent special districts. You can visit their website at [California Special District Association \(CSDA\)](#).

The CSDA holds a quarterly dinner meeting to inform the attendees about current or new information impacting Special Districts. This membership provides collaboration with other special districts and administrative resources that can be used in day-to-day operations.

Below is the suggested rotation of the board members. The actual dates will be provided when they become available. It is the responsibility of the assigned Member to get a substitute if the Member cannot attend.

SUGGESTED QUARTERLY SPECIAL DISTRICTS ASSOCIATION ATTENDANCE

Date	2023 Members
January 17, 2023	cancelled
April TBD, 2023	Greg' D' Ambrosio
July TBD, 2023	Mike Rachel
October TBD, 2023	Bob Siegfried
January TBD, 2024	Kevan Urquhart

STAFF REPORT



To: Board of Directors

From: Domine Barringer, Board Secretary

Date: January 26, 2023

Subject: 2023 Conference Schedule

RECOMMENDATION

This is informational only – no action required.

DISCUSSION

The 2023 Conferences are attached for general information and possible participation.

- ACWA-Association of California Water Agencies
- CSDA-California Special Districts Association
- CASA-California Association of Sanitation Agencies
- CWEA-California Water Environment Association

	2023 Conferences			
Organization	Description	Link to Conference Website Landing Page	Location	Date(s)
CASA	Winter Conference	https://casaweb.org/events/2023-winter-conference/	Palm Springs, CA	January 25 -27
CWEA	P3S Conference	https://www.cwea.org/conferences/p3s-conference/	Monterey, CA	January 30-February 1
CASA	Wash DC Policy Forum	https://casaweb.org/events/2023-washington-dc-policy-forum/	Washington DC	Feb 27-Mar 1
CWEA	*Annual Conference	https://www.cwea.org/conferences/cwea-annual-conference/	San Diego, CA	April 18-21

ACWA	Spring Conference	https://www.acwa.com/events/2023-spring-conference-exhibition/	Monterey, CA	May 9-11
CSDA	Legislative Days	https://legislatedays.csdanet/home	Sacramento, CA	May 16-17
CASA	68 th Annual Conference	https://casaweb.org/events/2023-65th-annual-conference/	San Diego, CA	August 9-11
CSDA	Annual Conference	https://www.csdanet/annualconference/home?_ga=2.102638921.976300712.1668800351-20667678.1668800351	Monterey, CA	August 28-31
WateReuse	California Annual Conference	https://watereuse.org/news-events/conferences/	Indian Wells, CA	November 5-7
WateReuse	Symposium	https://watereuse.org/news-events/conferences/2023-watereuse-symposium/	Atlanta, GA	March 5-8
ACWA	Fall Conference	https://www.acwa.com/events/2023-fall-conference-exhibition/	Indian Wells, CA	November 28-30

Note: This report in an electronic format you can hover the mouse over the hyperlink, and press the “Control” key on the keyboard the cursor will change from an error to a “hand”-click and the link will populate the website landing page.

**The Next 50 Years Annual Pretreatment, Pollution Prevention, and Stormwater Conference Brochure:
<https://cwea-webstorage1.blob.core.windows.net/cwea-website/conferences/2023-CWEA-P3S-Conference.pdf>*

STAFF REPORT



To: Board of Directors

From: Barbara Buikema, General Manager

Date: January 26, 2023

Subject: Carmel Area Wastewater District (CAWD) Financial Audit for Fiscal Year Ending 06-30-22

RECOMMENDATION

It is recommended that the Board of Directors accept the Carmel Area Wastewater District's (CAWD's) Annual Financial Statements and Independent Audit Report for the fiscal year ended June 30, 2022 prepared by The Pun Group LLC as meeting the requirements for an annual independent financial audit.

DISCUSSION

The attached audit report gives the District a "clean" or unqualified opinion on the 06-30-22 statements.

However, the audit did include a prior period adjustment to reflect the beginning balance of the fiduciary net position of the District's Strategic Asset Management Trust Fund. The prior period adjustment did not modify the unqualified opinion. It does include the Pension Trust Fund with an additional \$6.6M in assets in 2021 and \$5.6M in 2022.

This was the first year of engagement with The Pun Group. It was interesting because the entire engagement was done electronically without the auditors coming to our office. We suspect this is the future as auditors consolidate and manage their costs. In the past, the Budget Committee has met with the auditor, which did not happen this year because of the "new" electronic procedure. However, the board or staff can arrange a ZOOM call with the audit team if so desired.

To best review the District's audited financial statement staff would direct readers first to the Management Discussion & Analysis in the front of the report, which is the District's summary and analysis of where we were during the prior year and factors that could potentially affect us going forward.

Under Separate Cover: CAWD Audit for year ended 06-30-22

FUNDING

Preparation of the annual audit was a budgeted expense for 2021-2022 in the amount of \$22,550. And an additional \$6,000 was required for the GASB 84 reporting requirements. Total expenditures \$28,550. The additional funding would be drawn from contingency reserves.

Information/Discussion

STAFF REPORT

To: Board of Directors
From: Barbara Buikema, General Manager
Date: January 26, 2023
Subject: Storm Related Damages – Carmel Meadows



RECOMMENDATION

No Action Required – informational only

DISCUSSION

The Carmel Meadows sewer line that runs along the back of the homes on Ribera overlooking the lagoon has experienced some slippage on the underlying slope. The attached pictures show that an area of the pipeline had part of the slope slip, the pipeline appears unaffected.

I requested that a staff engineer place eyes on the location and give an opinion on the hillside stability. Mr. Treanor hiked the trail and indicates that it appears that the top layer of the hillside had sluffed off but our pipeline is not in immediate danger.

We are scheduled to appear before the Monterey County Planning Commission on March 3, 2023 to obtain permitting on the replacement project. Until that time Daryl Lauer, Collection Superintendent was authorized to purchase additional lay flat hose and a trash pump to permit his crew to bypass should the need arise. While the District does have lay flat hose on hand, we do not have enough to bypass nearly 1,000 feet. Additionally, authorization was granted to purchase a Smart Cover for the nearest manhole to enable the District to monitor that specific location for sewer overflows.

Finally, we have notified Mary Adams, Supervisor for the 5th District of the situation. We assured her that it was our intent to obtain all necessary county permits and that we are keenly aware that many of the residents are not in favor of the project. If conditions remain unchanged the line should be fine. But if there are any changes that could result in a sewage spill into the Carmel Lagoon we would immediately act to mitigate that from happening.

Action could include a bypass up to plugging the sewer line so that there was no flow and

asking Cal Am to turn off water service. A flyer was also sent to the neighborhood alerting them to the potential problem.

FINANCIAL

The smart meter cost was \$5,722 plus web based monitoring service of \$300/yr. The lay flat hose and trash pump was \$8,000.







EMERGENCY SEWER LINE ALERT

PLEASE BE ADVISED!

Effected Homes:

Carmel Meadows
Sub-Division

More Information:

📞 831-402-3155

🌐 www.cawd.org

✉️ downstream@cawd.org





Carmel Area Wastewater District

P.O. Box 221428 Carmel California 93922 (831) 624-1248 FAX (831) 624-0811

EMERGENCY SEWER NOTIFICATION

What: Sewer Line Advisory

Where: Carmel Meadows

When: 1/13/23 - TBD

Why: Potential Sewer Line Instability Due to Storm

Service Interruption: Possible

Effectuated Homes



On January 12, 2023, during an inspection of the main sewer line that services the Carmel Meadows subdivision and is located on the backside of Ribera Road in the greenbelt adjacent to the Carmel Lagoon, CAWD crews observed several minor landslide events caused by the ongoing heavy rains and winds.

These events included fallen trees, dirt, and debris flow that have potentially affected the stability of the under and above ground sewer line that services the area. We have increased the frequency of our inspections, and should a failure occur the District has emergency response plans in place.

We will continue to closely monitor the situation and will alert you to any changes in the status of the sewer line.

For more information, please contact the Carmel Area Wastewater District

FOR MORE INFORMATION:

CALL: 831-402-3155 | **VISIT:** www.cawd.org | **EMAIL:** downstream@kawd.org

STAFF REPORT



To: Board of Directors

From: Chris Foley, Maintenance Superintendent

Date: January 26, 2023

Subject: Electric Vehicle Charging Stations

RECOMMENDATION

Receive Report- Informational only; no action required.

DISCUSSION

Carmel Area Wastewater District (CAWD/District) installed an Electric Vehicle (EV) Charger for employees at the administrative site and treatment site. The goal is to demonstrate CAWD's commitment to sustainability and environmental leadership.

This is consistent with many other public agencies and businesses. The two EV chargers that were installed are a pilot program to develop EV charging infrastructure and policies to prepare for the EV future.

Employees will be charged for the cost of the electricity by the hours of charging and must register for an EV charging permit with the District. Currently there are only two employees that have electric or plug in hybrid vehicles, but we expect this number to increase.

The District is preparing for new California State regulations that will require new vehicles to be electric. California is the leader in EV requirements and the District plans on replacing vehicles with electric after the gas fleet vehicles have reached their end of useful life. By this time the cost of electric trucks and vehicles will have stabilized and will be the best value for the District. It may also be the only options due to California regulations for the purchase of light vehicles by government agencies.

A complete policy will be presented to the board in February.

FUNDING-N/A- Informational item only

Carmel Area Wastewater District

WWTP Elec/Mech Rehab and Sludge Holding Tank Replacement Project

Construction Progress Report

January 11th, 2023

Prepared by: Patrick Treanor, Plant Engineer

Contractor: Clark Bros Inc (CBI)



Section 1: Project Summary

Project Summary			
General Contractor		Clark Bros Inc	
Contract Value			
Contract Bid Amount		\$7,291,500	
Change Orders Issued to Date		1	
Value Added Change Order Cost ⁽¹⁾	% of Bid Amount	\$43,899.09	0.60%
Non Value Added Change Order Cost ⁽²⁾	% of Bid Amount	\$71,838.19	0.99%
Total Change Order Cost	% of Bid Amount	\$115,737.28	1.6%
Current Contract Value		\$7,407,237.28	
Open/Pending Potential Change Orders (PCO)		0	
Contract Time			
Notice To Proceed		September 7 th , 2021	
Original Contract Time		550 Calendar Days	
Calendar Days Elapsed		492 Days	
Weather Days: Accepted to Date		1 Days	
Contract Change Order(s) Time Extension		0 Days	
Current Contract Completion Date		March 11 th , 2023	
Contract Progress Summary			
Total Project Time Expended		89%	
Total Project Construction Cost Expended		56% (not including retention)	

Notes:

1. Value Added Change Orders include: District Requested Additional Work and Betterments
2. Non Value Added Change Orders include: Design Issues, and Unforeseen/Differing Site Conditions

Section 2: Work Performed This Month

2.1 General

Work this month included commissioning of the new sludge tank and removal of the abandoned sludge tanks. Also, minor mechanical work at the Influent Pump Station, Headworks and Chlorination Building was conducted. CAWD and Clark Bros are finding ways to continue progress on mechanical equipment installation as much as possible despite delays in Motor Control Center (MCC) equipment procurement (See Section 3).

2.1.1 Submittals

Submittals reviewed this month included several iterations of the revised critical path schedule to reflect current progress and plan forward amongst delays in MCC procurement.

2.1.2 PLC Programming

PLC programming by Frisch Engineering is in progress.

2.2 Site Work

2.2.1 Potholing/Locating Existing Utilities

None.

2.3 Sludge Holding Tank Replacement

Work included startup and commissioning of the new sludge holding tank and associated pump and level sensor. The new tank is now fully operational and working well. After acceptance of the new tank Clark Bros commenced demolition and removal of the old tanks.

2.4 Influent Pump Station Rehab

Clark Bros cleaned up remaining installation work for one of the new influent pumps, and completed some concrete finishing work where the old generator was demolished. Commissioning of the installed pump is pending delivery and installation of the new MCC.

2.5 Headworks Rehab

Clark Bros conducted additional mechanical installation work for the new automatic bar screens. Commissioning of the new screens is pending delivery and installation of the new MCC.

2.6 Chlorination Building Rehab/3W System Improvements

Final piping work for the new #3 Water (3W) bladder tank was completed and Clark Bros began installation of the new chlorine analyzers.

2.7 Effluent Pump Station Rehab

No work observed.

Section 3: Project Issues

In March 2022, Clark Bros informed CAWD of delays in procurement of the Motor Control Center (MCC) equipment. The Clark Bros schedule provided soon after this notice showed MCC equipment arriving in mid-September, which had only a minor impact on the overall project completion schedule.

On September 1st, 2022, Clark Bros notified CAWD that the MCC were experiencing further delays beyond what was previously anticipated and the MCC may not be onsite until June of 2023. This procurement schedule would have significant impacts on the project schedule. CAWD sent a notice to Clark Bros on September 7th, 2022 stating that CAWD will incur financial loss if the work is not completed in the Contract Time, and reaffirming that there hasn't been a change to the Contract Time stipulated in the Agreement.

Clark Bros has been working diligently with the supplier in getting the MCC onsite without significant delays. The latest revised estimate for delivery of MCC is early February 2023 for Influent and Headworks MCCs and April 2023 for Chlorination and Effluent MCCs.

Section 4: RFI and Submittals Review Summary

The following table contains a summary of RFI/Clarifications and Submittals to date:

	Total Number Processed	Number Received in Current Month
RFI/Clarifications	41	1
Submittals	157	3

Section 5: Change Order Summary

Potential change orders (PCOs) are being generated for differing site conditions, owner requested changes, and design issues.

	Total Number Processed to Date	Open PCO Pending Quote/Approval	Number Generated in Current Month	Total Cost Approved to Date
Potential Change Orders (PCO)	9	0	0	NA
Change Orders	3	0	0	\$115,737.28

Section 6: Project Schedule and Budget

6.1 Schedule

MCC deliveries have been a moving target and have already delayed the project by about 3 months. Clark Bros submitted a revised schedule in December that reflects the delays to project completion. Once MCC are delivered the project completion date will become more certain.

6.2 Budget

At this time the approved change orders amount to 1.6% of the project cost. The project management team is continually monitoring the costs of potential changes to manage costs.

Currently the amount to be paid to CBI is 56% (not including retention) of the total approved budget (61% with retention).

Section 7: Photos

- Sludge Holding Tank Replacement
- Influent Pump Station Rehab
- Headworks Rehab
- Chlorination Building/3W System Improvements

Photos:
Sludge Holding Tank
Replacement

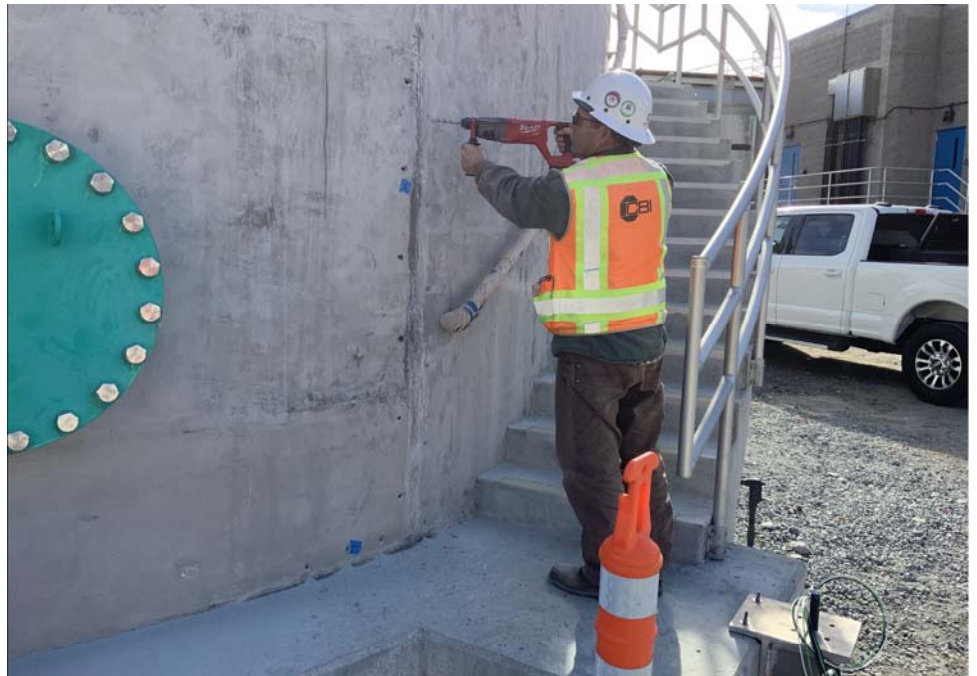














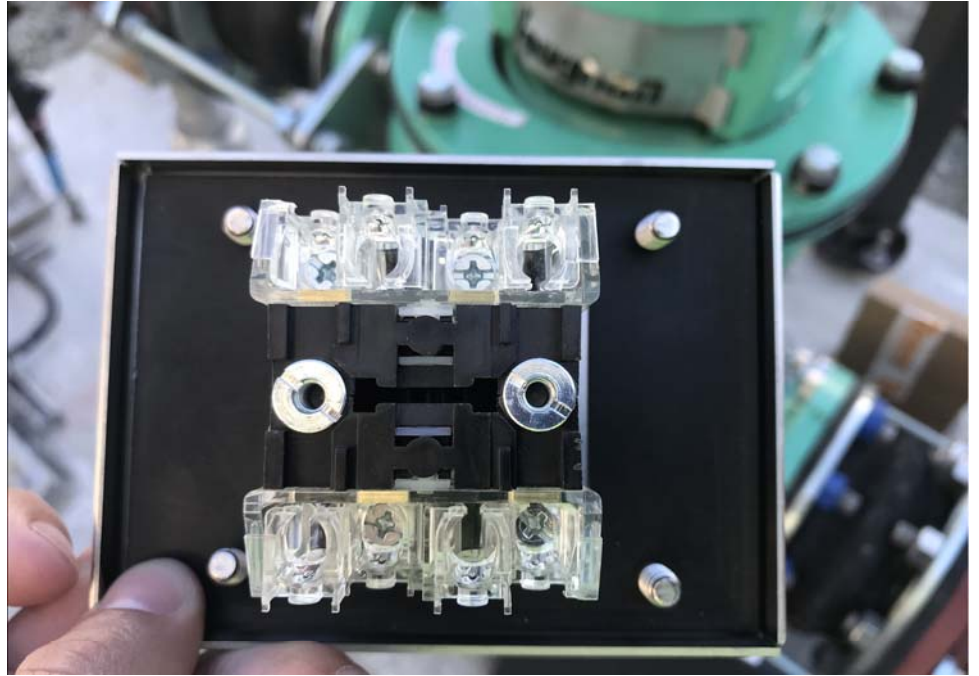


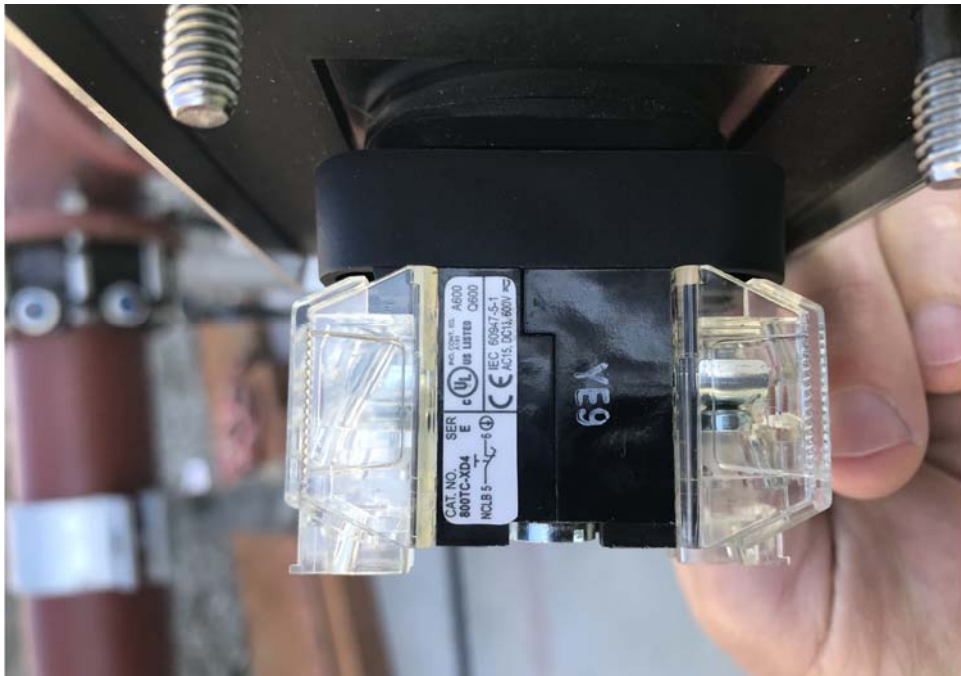






















Photos:
Influent Pump Station Rehab





Photos:
Headworks Rehab





Photos:
Chlorination Building/3W System
Improvements





STAFF REPORT



To: Board of Directors

From: Patrick Treanor, Plant Engineer

Date: January 26, 2023

Subject: Wastewater Treatment Plant (WWTP) Bi- Annual Electricity Use Update

RECOMMENDATION

Receive Report- Informational only; no action required.

DISCUSSION

The following abbreviations are used in this report:

- *kW – Kilowatt – an instantaneous measure of electrical power*
- *kwh–kilowatt-hour a measure of electrical power used in one hour*
- *kwh/month – electrical power used for all hours in a month*

This report is a 6-month recurring update on ongoing electricity usage reduction efforts at the WWTP. This report covers electricity usage from July 2022 thru December 2022.

For the current reporting period the WWTP averaged 12,280 kwh/month less power usage then compared to the power usage prior to the Phase 1 Capital Improvement Project (completed in 2018). This is a 7% reduction in power usage with an annualized savings of about \$22,000 per year compared to before the Phase 1 Capital Improvements.

All of the realized energy savings since the Phase 1 project have been from the blower improvements.

The improvements in the Phase 2 - WWTP Elec/Mech Rehab Project (Project 18-01) will reduce power usage in the Influent Pump Station, 3W System, and Sludge Holding Tank. Further energy use reduction from these improvements is estimated to be 10,000 kw/hr to 12,000 kw/hr per month. The additional reduction in energy use will not be seen until second half of 2023.

Table 1 below contains a summary of the monthly power usage over the past 6 months compared to the “Pre-Phase 1 Baseline”.

Table 1 – 6 Month Electricity Use Comparison to Pre-Phase 1 Baseline

	Secondary (kwh)	Blower (kwh)	Total (kwh)	Total Comparison to Baseline (kwh)
July	120,951	52,900	173,851	-4,575
August	113,604	53,788	167,392	-11,034
September	110,202	49,997	160,199	-18,227
October	114,141	47,680	161,821	-16,605
November	118,506	54,821	173,327	-5,099
December	106,548	53,738	160,286	-18,140
<i>Average:</i>	113,992	52,154	166,146	-12,280

STAFF REPORT



To: Board of Directors

From: Barbara Buikema, General Manager

Date: January 26, 2023

Subject: Pebble Beach Community Services District (PBCSD) – Regular Board Meeting on December 9, 2022

DISCUSSION

Agenda items from the December 9, 2022, meeting that are of specific interest to this District:

- The District appointed Jeffrey Froke and Peter McKee to 4-year terms.
- Total cash balance at the end of October 2022 was \$22.9M; of that amount \$18.0M was designated for Capital Acquisition and Outlay Reserves. Property taxes comprise roughly 80% of PBCSD revenues with user fees making up 22% of total actual cost of wastewater operations.
- Total revenues through October 2022 in the cash-based budget were \$0.05M of budget. Total expenditures were \$2.5M or 9% of budget.
- PBCSD held their most successful Zombie Run to date with over 459 race participants and 100+ volunteers.
- Approximately 50 million gallons (MG) or 153 AF of recycled water is stored in Forest Lake which represents 43% of permitted capacity. October 2022 storage volume is 9% above historic average.
- Average daily wastewater flow of 379,000 gallons per day (GPD) was measured in November at the PBCSD-Carmel gate. This represents 33% of the total flow at the Carmel Area Wastewater District (CAWD) treatment facility.

The measured PBCSD flow was 16% above the five-year average of 326,000 GPD for the month of November. The CAWD total flows were 3% above the five-year average of 1,095,000 GPD for November.

- Total irrigation water demand for the 2022 calendar year through November was 1,072-acre feet (AF). Total demand for the calendar year is 12% above the 5-year average of 953 AF through November. The 2022 irrigation demand to-date through November is 13% above last year’s end of November of 952 AF. The month of November reflected a net storage increase of approximately 23MG.
- The three wells were taken out of service around October 5th. The three diversion facilities remained in service until the first significant storm event or until the reservoir reached maximum storage capacity. They are currently producing a combined 27,000GPD. Total production for the 2022 calendar year through November was 15.5MG.
- The Reclamation Distribution Main Cathodic Protection Project was presented to the Reclamation Management Committee in November and said that the CAWD site remained the most feasible due to available power supply and highest potential for corrosion prevention.
- The Board adopted a resolution approving a construction contract with Monterey Peninsula Engineering for \$940K for Pump Stations P1 and P2 Rehabilitation Project.
- The Board adopted a resolution awarding the bid for the 2022 Sewer Replacement Project to D’Arcy & Harty in the amount of \$844,725.
- The Board authorized the purchase of new metering equipment for the Reclamation Distribution System in an amount not to exceed \$25K.
- Average daily wastewater flows measured in million gallons per day (MG) show:

MONTH	TOTAL	CAWD FLOW	PBCSD FLOW	PBCSD
July – 22	36.043	24.579	11.464	31.806%
Aug – 22	35.881	24.412	11.469	31.964%
Sept – 22	33.941	23.173	10.768	31.726%
Oct - 22	31.961	22.411	9.550	29.880%
Total	137.826	94.575	43.251	31.380%

STAFF REPORT

To: Board of Directors

From: Barbara Buikema, General Manager

Date: January 26, 2023

Subject: Selection of Topics for Carmel Area
Wastewater District's (CAWD) Spring 2023 Newsletter



DISCUSSION

Staff is requesting Board input for topics to the District's Spring 2023 newsletter. The Spring issue is a four-page issue and includes the annual Prop 218 notice.

Suggested topics for the upcoming issue include:

- Recent rain/floods & how CAWD preparations worked
- Spot Repair Projects around the District
- Manhole Rehabilitation Project
- Collection Line Replacement Project – Santa Rita & Guadalupe
- Safety spotlight – Sulfuric and Citric Acid Systems
- Microorganism of the Month
- Budget graphs
- Sidebar – if you see something, say something. Call CAWD first.
- BioBot reporting
- Employee Spotlight – new employees Seth Steel-Freitas and Rhommel Lopez
- Zero work time loss-emphasis on extensive training provided to staff

FISCAL IMPACT

The 2022-23 Budget provides \$36,000 for two newsletters and a Prop 218 Notice – this includes consultant services for design and writing, printing, postage, and delivery. The Spring 2023 issue is the second of the two issues planned and is included in the approved newsletter budget. Fiscal Year to date expenditures for newsletter preparation are \$12,143.04.

January 19, 2023

MEMO TO: CAWD Board of Directors

FROM: Rob Wellington, Legal Counsel

RE: Review/Discussion of CAWD/PBCSD Reclamation Agreement

Board members on occasion have requested that the Board have a review and discussion of “the Reclamation Agreement,” pursuant to which the CAWD/PBCSD Reclamation Project is managed and operated. Therefore, attached as a starting point to a discussion are the cover page, the Table of Contents, and Exhibits A and B to the Amended and Restated Construction and Operation Agreement by and among CAWD, PBCSD, the MONTEREY PENINSULA WATER MANAGEMENT DISTRICT and the PEBBLE BEACH COMPANY, entered into as of December 15, 2004.

The Management Committee for the Project is comprised of the four entities mentioned above and also IRWUG, the Independent Recycled Water Users Group, and unincorporated association of the owners of Cypress Point Golf Club, Poppy Hills Golf Course and the Monterey Peninsula Country Club.

To the extent that any of you have any particular questions about the Agreement, or how the Project is managed and operated, please send me an email or call me with same, so that hopefully I might be better prepared to give you some answers.

Thank you.

rob@wellingtonlaw.com

cell: 915-7307

AMENDED AND RESTATED CONSTRUCTION AND OPERATION AGREEMENT
among the
MONTEREY PENINSULA WATER MANAGEMENT DISTRICT,
CARMEL AREA WASTEWATER DISTRICT, PEBBLE BEACH
COMMUNITY SERVICES DISTRICT,
and
PEBBLE BEACH COMPANY
DATED AS OF DECEMBER 15, 2004

amending and restating the
WASTEWATER RECLAMATION PROJECT
CONSTRUCTION AND OPERATION AGREEMENT
dated as of November 1, 1990
among the parties

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EXHIBIT "A"
DESCRIPTION OF ORIGINAL PROJECT

The Original Project consists of the following components:

1. The Tertiary Facility

(a) The tertiary treatment plant located at the CAWD wastewater treatment plant immediately south of the Carmel River and west of California State Highway One, capable of producing 1.8 million gallons per day (MGD) of tertiary treated recycled water. The existing tertiary treatment facility diverts and treats secondary level effluent from the Secondary Facilities for reuse as irrigation water using a treatment process consisting of: secondary effluent flow equalization; influent pumping; polymer and alum addition with rapid mixing for coagulation; low energy mixing for flocculation; filtration; chlorination; dechlorination; and pumping.

(b) The improvements within the Secondary Facilities to assure a consistent supply of secondary effluent from the Secondary Facilities diverted to the tertiary treatment plant. These improvements include a secondary clarifier flow split control and replacement of the existing mechanical aeration diffusers.

2. The Distribution System

(a) The recycled water distribution system consisting of approximately 38,000 feet of distribution pipeline and a steel water storage tank (described in item (b) below) in Del Monte Forest beginning at the tertiary treatment plant and terminating at the southern portion of the Spanish Bay Golf Course and Resort in Del Monte Forest. The pipeline is located primarily within existing roads and road rights-of-way extending through the City of Carmel-by-the-Sea and unincorporated areas of Monterey County, including areas of Del Monte Forest. The distribution system also includes a connection adjacent to the storage tank (described in item (b) below) for furnishing an emergency potable water supply in the event of failure of the tertiary treatment plant or distribution pump station.

(b) The 2.5 million gallon recycled water storage tank located adjacent to the Poppy Hills Golf Course maintenance yard north of Viscaino Road in Del Monte Forest.

EXHIBIT "B"
DESCRIPTION OF PROJECT EXPANSION

The Project Expansion consists of the following components:

1. The Advanced Treatment Component

The Advanced Treatment Component consists of the addition of microfiltration and reverse osmosis facilities ("MF/RO Facilities") to the Tertiary Facility designed to treat and deliver Recycled Water meeting the quality requirements set forth in attached Exhibit "E." This work will include all related mechanical, electrical, and structural work necessary to integrate the MF/RO facilities into the Tertiary Facility and Secondary Facilities.

2. Forest Lake Reservoir Component

The Forest Lake Reservoir Component consists of the retrofitting of the existing Forest Lake Reservoir owned by PBCSD to hold up to 420 acre feet of Recycled Water in a manner that meets the requirements of the Division of Safety of Dams, California Department of Water Resources. Additionally, this Component includes the construction of a filtration, pH control, and pumping facility and necessary distribution lines designed to treat and deliver Recycled Water meeting the quality requirements set forth in attached Exhibit "E."

CLOSED SESSION

ADJOURNMENT