

Regarding Item 31, please display the diagram on page 240 on the TV screen in the Board Room during the discussion of this application.

These questions are primarily addressed to Patrick.

First of all, the Keigs own three APNs in Carmel Highlands with four possible hook-ups. Does this application only involve one APN and for how many hook-ups, or all three APNs and however many hook-ups are involved? **Only one property was included in the current drawings provided by the applicant (gas station/art gallery property fronting Hwy 1). However, the Keigs did say that they would ultimately like to connect their other properties up the hill if possible. Connecting additional properties would require further review of the proposed method of connection.**

I met with Engineer Steve Wilson regarding the Keig application. as did several of the other Board members separately.

Here are statements by Mr. Wilson on which I would like your comment:

1. He maintains that the only reasons raw sewage cannot be deposited into the force main would be: 1) the lateral; 2) that the treatment plant can't handle it; and 3) that the District's Force Main is the issue. He maintains #3, the District's Force Main as the issue for not being able to take the raw sewage. (He went into great detail about why he thinks the force main is the culprit.)

From the perspective of the District Engineer, the main point is that the District Ordinance explicitly does not allow the type of sewer connection being proposed. The District Engineer believes the Ordinance sets a good/appropriate standard to be followed. Specifically, the District standards require that private discharges “break to gravity”. This provides a physical/hydraulic separation between public sewer mains and private laterals. There are inherent risks associated with connecting directly to forcemains (i.e. more difficult to maintain + catastrophic failure modes), and the District Ordinance takes these issues into account. In this case a discretionary variance to the Ordinance is being considered along with special conditions to allow the variance to be justified. The aim of special conditions is to both allow the applicant to connect, and to incorporate prudent risk mitigation requirements to get as close to the intent of the District Ordinance as possible (i.e. find a suitable compromise between the parties).

2. He also maintains that from an hydraulic standpoint, grinder pump effluent acts like water. Again he points to the Force Main being the problem and says there is already raw sewage in the Main.

The Highlands Fire Station private connection just failed this past month due to a clogged check valve downstream of the grinder pumps (yes the timing is surreal). The District collections crew was called out by the plumbing company to troubleshoot the clogged

check valve as the plumber was initially unable to troubleshoot the issue. The grinder pumps most likely degraded and lost some of their grinding ability, thus leading to solids clogging the downstream check valve. Luckily there wasn't a spill. The clogged check valve illustrates how pumping directly into a forcemain is inherently more unforgiving than a "break to gravity" scenario. As such special conditions such as Septic Tank Effluent only are prudent to mitigate certain foreseeable failure modes.

3) Because of the construction of the Main, it's undersized "flushing inlets" (FIs), he believes the Force Main would be difficult to clean and result in sedimentation and clogging downline. As I understand it, Daryl Lauer and his Collections Department has been cleaning the line and has not encountered any significant issues.

District crews did clean a portion of the District's Highlands forcemain line this past month and didn't find significant sedimentation build up in the line. CAWD staff closely monitors the Highlands Pump Station forcemain due to the challenging pumping conditions associated with this long forcemain, as well as the difficult access for maintenance within the Hwy 1 right of way. So far the system has performed satisfactorily doing what it was originally designed to do, but District staff remain vigilant given inherent risks.

Questions re: Conditions you suggest in your report at page 236 to the Board:

Condition No. 2: Release of liability should include agreement to hold District harmless and indemnify the District. Legal Counsel to review.

Agreed.

Condition No. 5: District right to retain right to shutoff the connection to conduct maintenance or repairs. Shouldn't the cost of maintenance and repairs [and of what] be borne by the applicant and reflected in the agreement, to the extent the cause for maintenance and repair is caused by the applicant's connection to the District sewer?

It likely should be included in the agreement that any cost of repairs to the lateral would be borne by the property owner, however this should probably be stated under a different section of the agreement from the section describing the right to shutoff the connection for maintenance work. Shutting off the private connection for maintenance may at times be required for maintenance of the District mainline (i.e. for cleaning or repair work). If the private lateral failed the District would want to retain the right to isolate the failed lateral from the rest of the system.

Condition No. 6: Instead of making a one-time exception to Ordinance 2019-2, should the Ordinance be revised if the Board decided to grant the application? Why I ask is that I don't see how we enforce a one time exception (Condition No. 1 under "Other Special Conditions") without other applicants wanting the same consideration.

The District Engineer believes that the current standard in the Ordinance is appropriate and should not be changed. The District Engineer sees that under current rules and regulations the District can allow discretionary variances based on individual cases, and that discretionary actions do not create a policy that must be followed in future cases. The “No future connections allowed” special condition bullet point in the Staff Report was intended to spark conversation about future expansion plans that the Keigs may have for their other properties.

Finally (for now at least), you state in your report at page 235 that the connection would require the District to take on liability associated with the private lateral piping in the Cal Trans right of way, which conflicts with the meaning of "private lateral" as defined in Ordinance 2019-02 section 2.01. Two questions:

-Has the District taken on liability associated with any other private lateral in the Cal Trans right of way? **Yes, in a few limited instances. Since 2014 the District has required that private laterals in Hwy 1 carry only Septic Tank Effluent.**

-How does the District shift that liability to the applicant? Post a bond, or other? Or is it not transferable? For legal counsel to respond to this concern. **A special sewer connection agreement would include liability provisions to be determined. An additional way for the District to reduce liability beyond just the legal realm is to allow only Septic Tank Effluent to be discharged directly to the forcemain.**

Thank you,
Suzanne