



CARMEL AREA WASTEWATER DISTRICT

Regular Board Meeting

3945 Rio Road, Carmel, CA 93923

July 28, 2022
Thursday
9:00AM



CARMEL AREA WASTEWATER DISTRICT
REGULAR BOARD MEETING MINUTES
Thursday, 9:00 a.m., June 30, 2022
Via Teleconference Webinar

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

Present: Directors: Greg D'Ambrosio, Mike Rachel, Charlotte Townsend and President Ken White, President Pro-Tem Robert Siegfried

Absent: None

A quorum was present.

Others: Barbara Buikema, General Manager, Carmel Area Wastewater District (CAWD or District)
Patrick Treanor, Plant Engineer, CAWD
Ed Waggoner, Plant Superintendent, CAWD
Kevin Young, Operations Supervisor, CAWD
Chris Foley, Maintenance Superintendent, CAWD
Daryl Lauer, Collections Superintendent, CAWD
Domine Barringer, Board Secretary, CAWD
Kristina Pacheco, Board Secretary Pro-Tem, CAWD
Robert Wellington, Wellington Law Offices, CAWD Legal Counsel
Jeffrey Froke, Board Member of Pebble Beach Community Services District (PBCSD)
Mike Niccum, General Manager, PBCSD
Jim Dunbar, Lystek Technologies, Business Development Manager
Johnathan Seagull, Guest

1. Public Comments: No public comments

Jim Dunbar with Lystek Technologies, made an introduction to the Board about Lystek services and extended an invitation to build local relationships.

2. Agenda Changes: Addition of the PowerPoint presentation for Item No. 4 of the Agenda, the California Sanitation Risk Management Authority Risk Survey.

PowerPoint presentation slides for the California Sanitation Risk Management Authority Risk Survey, which President White held up the document during the meeting and showed it to the other board members to confirm each Director had a copy.

The employee survey summary document was added on the CAWD website prior to the board meeting and hard copies provided at the meeting. The survey results were presented by Beth Ingram during the meeting.

3. **Employee Survey:** Beth Ingram, the District’s Human Resources Consultant, presented the results of the District-wide employee survey.
4. **California Sanitation Risk Management Authority (CSRMA) Risk Survey:** Chris Foley, Maintenance Superintendent, presented the CSRMA findings of the District’s risk management survey.

President White requested a cybersecurity update. Superintendent Foley stated so far the testing is going well.

5. Receive Staff Report for Sewer Rates for Fiscal Year 2022-23

Report by General Manager, Barbara Buikema

Director Siegfried made comments regarding the current rate model being used. He wanted to know if there could be further discussion regarding a different rate model. The General Manager stated that the RFP that was presented at a past board meeting could be resurrected. President White requested adding this topic as an agenda item next board meeting.

6. **Ordinance 2022-03:**

The staff report for Ordinance 2022-02 establishing fiscal year 2022-23 sewer service charges was given by Barbara Buikema. The Board had no comments and the open hearing commenced at 9:40 a.m., no public comments or concerns were conveyed, so the public hearing was closed at 9:41 a.m. and the Board moved to action.

Board Action

A motion was made by Director Siegfried and seconded by Director Rachel to approve Ordinance No. 2022-03. Following a Roll Call vote, with Director Townsend abstaining, the Board passed Ordinance 2022-03, establishing the District’s service fees for fiscal year 2022-23.

After the motion for Ordinance 2022-03 was approved Director Siegfried, requested to be explicit about how much of the contingency funds are used.

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

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, except for Item #19 Plant Operations Report, which was pulled from the consent for further discussion later in the board meeting.

- 7.** Regular Board Meeting Minutes of May 26, 2022
- 8.** Bank Statement Review by Hayashi & Wayland
- 9.** Schedule of Cash Receipts & Disbursements
- 10.** Register of Disbursements - Carmel Area Wastewater District
- 11.** Register of Disbursements – CAWD/PBCSD Reclamation Project
- 12.** Financial Statements and Supplementary Schedules
- 13.** Collection System Superintendent’s Report
- 14.** Safety and Regulatory Compliance Report
- 15.** Treatment Facility Operations Report
- 16.** Laboratory/Environmental Compliance Report
- 17.** Capital and Non-Capital Projects Report/Implementation Plan
- 18.** Project Summaries
- 19.** Plant Operations Report *(item was pulled from consent for further discussion later in the meeting)*
- 20.** Maintenance Projects Report
- 21.** Principal Engineer’s Report

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

- 22. Resolution No. 2022-27;** Report by Rachél Lather

Board Action

A motion to approve the resolution was made by Director Townsend and seconded by Director Rachel. Following a Roll Call vote, the Board unanimously passed Resolution 2022-27, adopting the Initial Study/Mitigated Negative Declaration and the Mitigation Monitoring & Reporting Program (MMRP) for the Carmel Meadows Sewer Replacement Project #19-03.

Resolution 2022-27 was brought back at 11:15 am regarding page 2 of the MMRP requesting a word correction to be 30 minutes before sunrise and 30 minutes after sunset.

A second motion to approve the resolution with the word correction was made by Director Siegfried and seconded by Director D'Ambrosio . Following a Roll Call vote, the Board unanimously passed Resolution 2022-27, adopting the Initial Study/Mitigated Negative Declaration and the Mitigation Monitoring & Reporting Program with the word correction for the Carmel Meadows Sewer Replacement Project #19-03.

- 23.** Resolution No. 2022-28; Report by Barbara Buikema

Board Action

A motion to approve the resolution was made by President White and seconded by Director D'Ambrosio. Following a Roll Call vote, the Board unanimously passed Resolution 2022-28, proclaiming a local emergency, ratifying the Proclamation of a State of Emergency by Governor's Order #N-25-20, and authorizing remote teleconference meetings of the legislative bodies of CAWD for the period of July 1, 2022, through July 30, 2022.

- 24.** Resolution No. 2022-29; Report by Barbara Buikema

Board Action

A motion to approve the resolution was made by Director D'Ambrosio and seconded by Director Siegfried. Following a Roll Call vote, with Director Townsend abstaining, the Board passed Resolution 2022-29, certifying compliance with state law to the levying of general and special taxes, assessments and property related fees and charges.

- 25.** Resolution No. 2022-30; Report by Barbara Buikema

Board Action

A motion to approve the resolution was made by Director Siegfried and seconded by Director Rachel. Following a Roll Call vote, the Board unanimously passed Resolution 2022-30, determining the fiscal year tax proceeds appropriation limitation for the District.

- 26.** Resolution No. 2022-31; Report by Barbara Buikema

Board Action

A motion to approve the resolution was made by President White and seconded by Director Rachel. Following a Roll Call vote, the Board unanimously passed Resolution 2022-31, adopting the 2022-23 fiscal year budget.

- 27.** Resolution No. 2022-32; Report by Barbara Buikema

During the discussion of resolution 2022-32, Director Siegfried requested that language state either party is able to open negotiations for salary negotiations.

Board Action

A motion to approve the resolution was made by Director D'Ambrosio and seconded by Director Siegfried. Following a Roll Call vote, the Board unanimously passed Resolution 2022-32, ratifying the Employee Memorandum of Understanding dated June 30, 2022, and effective July 1, 2022.

28. Resolution No. 2022-33; Report by Barbara Buikema

Board Action

A motion to approve the resolution was made by Director Townsend and seconded by Director Siegfried. Following a Roll Call vote, the Board unanimously passed Resolution 2022-33, designating classification titles, providing the number of positions and salary ranges for employees of the District.

29. Resolution No. 2022-34; Report by Barbara Buikema

Director Rachel discussed a greenfield with the board and requested that it be placed on the idea list. Director D'Ambrosio brought up a past conversation regarding a greenfield many years ago.

Director Siegfried asked about how the funds are designated, and the General Manager, Barbara Buikema stated the money resides with the county. The ability to allocate an amount in a segregated fund (special investment) will be researched by contacting the county.

Board Action

A motion to approve the resolution was made by Director Rachel and seconded by President White. Following a Roll Call vote, the Board unanimously passed Resolution 2022-34, approving a contribution of \$1M to the "Defend or Managed Retreat Restricted Reserve" as part of the budget process for FY 2022-23.

30. Resolution No. 2022-35; Report by Barbara Buikema

Board Action

A motion to approve the resolution was made by President White and seconded by Director Rachel. Following a Roll Call vote, the Board unanimously passed Resolution 2022-35, approving a contribution of \$100K to the District's CALPERS Section 115 account as part of the budget process for fiscal year 2022-23.

31. Resolution No. 2022-36; Report by Barbara Buikema

During the discussion of resolution 2022-36, Director Siegfried requested that the Human Resource consultant receive the same cost of living adjustment as the CAWD employees. This item was suggested to be moved to the Salary and Benefits Committee by Director Siegfried.

Board Action

A motion to approve the resolution was made by Director Rachel and seconded by Director D'Ambrosio. Following a Roll Call vote, the Board unanimously passed Resolution 2022-36, authorizing the General Manager to enter into a contract with Beth Ingram for Human Resource services for \$68,250.

32. Resolution No. 2022-37; Report by Barbara Buikema

Board Action

A motion to approve the resolution was made by Director Siegfried and seconded by Director Townsend. Following a Roll Call vote, the Board unanimously passed Resolution 2022-37, amending the contract with Applied Marine Sciences for Central Coast Long-Term Environmental Assessment Network (CCLEAN) Program management for an additional \$8,582 for a total contract amount to \$502,654.

33. Resolution No. 2022-38; Report by Patrick Treanor

Board Action

A motion to approve the resolution was made by Director Townsend and seconded by President White. Following a Roll Call vote, the Board unanimously passed Resolution 2022-38, authorizing the General Manager to execute a Professional Services agreement with Kennedy Jenks Consultants for \$52,870 for Wastewater Treatment Plant (WWTP) Perimeter Fence Design (Project #19-18).

34. Resolution No. 2022-39; Report by Patrick Treanor

Board Action

A motion to approve the resolution was made by Director D'Ambrosio and seconded by Director Rachel. Following a Roll Call vote, the Board unanimously passed Resolution 2022-39, authorizing additional change order budget for \$58,273.95 for the Sulfuric Acid and Citric Acid Storage and Feed Systems Project (Project #18-26).

35. Resolution No. 2022-40; Report by Rachel Lather

Board Action

A motion to approve the resolution was made by Director Siegfried and seconded by Director Townsend. Following a Roll Call vote, the Board unanimously passed Resolution 2022-40, accepting the completed project and directing the General Manager to file a Notice of Completion for the 2022 Manhole Frame and Lid Replacement Project #22-02.

36. Resolution No. 2022-41; Report by Rachel Lather

Board Action

A motion to approve the resolution was made by Director Rachel and seconded by Director D'Ambrosio. Following a Roll Call vote, the Board unanimously passed Resolution 2022-41, authorizing the General Manager to invite bids for construction of the Fiscal year 22-23 Manhole Rehabilitation Project #21-06.

37. Resolution No. 2022-42; Report by Barbara Buikema

During the discussion of resolution 2022-42, Director Siegfried made the following suggestions (all on page 189): that the language reflects the changes specific to "whereas" with the insertion of "tentatively approved, and changing its to "their", the exclusion of commas after "Board of Directors, and item #4 to add "as included in the MJHMP plan". All of the changes are reflected in resolution 2022-42, with FEMA's acceptance pending.

Board Action

After the discussion , a motion to approve the resolution as amended, was made by Director Siegfried and seconded by President White. Following a Roll Call vote, the Board unanimously passed Resolution 2022-42, adopting the 2022 Monterey County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP).

38. Consent Item # 19 May 2022 Plant Operations Report, which was pulled from the consent calendar took up the final discussion points

Discussion with the board included a study session on revisiting the Reclamation Agreement, a motion was made by Director Townsend and seconded by President White to study the Reclamation agreement in September of 2022, the board was in agreement. The board also stated they wish to look at the Reclamation Micro Filtration Reverse Osmosis process.

Board Action

After the discussion, a motion to approve item #19 regarding the May 2022 Plant Operations Report was made by Director Siegfried and seconded by President White. Following a Roll Call vote, the Board unanimously approved the report.

COMMUNICATIONS

39. General Manager Report - oral report

The report included an update on the District's Six Sigma case study regarding Source Control and grease in lateral lines for food service establishments (FSE). The Board requested that the General Manager/staff and District Counsel, Rob Wellington, provide a protocol and a process of enforcement for inspections and action that is required of FSE's.

INFORMATION/DISCUSSION ITEMS

40. June update of the WWTP Elec/Mech Rehab and Sludge Holding Tank Replacement Project #18-01– Report by Patrick Treanor

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

41. Summary of the May 27, 2022, PBCSD Board Meeting – Report by Barbara Buikema

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

42. Letter from Debora Ju, regarding the Carmel Meadows Sewer Replacement Project #19-03, and District response

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

The Principal Engineer, Rachel Lather mentioned that a policy is coming regarding ejector pumps. Principal Engineer, Rachel Lather, suggested that an Ad Hoc Committee be formed. There was a consensus among the board to add an Ad Hoc committee for ejector pumps.

OTHER ITEMS

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

- Director D'Ambrosio is scheduled to attend the July 29, 2022, PBCSD Regular Board meeting and Director Rachel is scheduled to attend the August 26, 2022, meeting if held.
- Director Rachel is scheduled to attend the July 19, 2022, meeting of the Special Districts Association (SDA) of Monterey County meeting in place of Director D'Ambrosio.
- President White and Director Townsend are scheduled to attend the Reclamation Management Committee meeting on November 15, 2022. Per Mike Niccum the meeting date was moved from November 8th to November 15th.

44. 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.*

The Board adjourned to closed session at 11:25 a.m. and convened in closed session at 11:30 a.m. The Board came out of closed session at 12:42 a.m. and Legal Counsel reported hereby that in the closed session the Board took up the agenda items (Performance Evaluations). As to the matters, information was provided to the Board, discussion followed, and no reportable action was taken.

45. ADJOURNMENT

There being no further business to come before the Board, the President adjourned the meeting at 12:45 a.m. The next Regular Meeting will be held at 9:00 a.m., Thursday, July 28, 2022, or an alternate acceptable date, via teleconference webinar.

Reported To:

Domine Barringer, Secretary to the Board

APPROVED:

Ken White, President



**CARMEL AREA WASTEWATER DISTRICT (CAWD)
BOARD OF DIRECTORS SPECIAL MEETING
MINUTES**

July 20, 2022, Wednesday, 8:30 a.m.

Via teleconference webinar and in person

CALL TO ORDER - ROLL CALL: The meeting was called to order at 9:01 a.m.

Present: President Ken White
President Pro Tem Bob Siegfried
Director Michael Rachel
Director Greg D'Ambrosio
Barbara Buikema, General Manager
Rachél Lather, Principal Engineer, CAWD
Patrick Treanor, Principal Plant Engineer
Ed Waggoner, Plant Superintendent, CAWD
Chris Foley, Maintenance Superintendent, CAWD
Daryl Lauer, Collections Superintendent, CAWD
Domine Barringer, Board Secretary, CAWD
Mike Niccum, General Manager, PBCSD
Rob Wellington, Wellington Law Offices, CAWD Legal Counsel
Catherine Hambley, Ph.D., Brain-Based Strategies, Facilitator

Absent: Charlotte Townsend

A quorum was present.

Appearances/Public Comments:

- 1. Public Comments:** No public comments

AGENDA ITEMS:

Information/Discussion Items:

1. Consensus with board for staff to do a staff analysis internally. Director Siegfried suggested that the Responsibility Matrix be developed internally.
2. Consensus of the board to bring the request to the Salary and Benefits Committee with a cost rational for the approval of a full time equivalent employee hired for automation and application support. President White would like this individual to be cross trained in other areas.
3. Board consensus for staff to do a Six Sigma analysis to show the benefit of hiring a new staff member
4. Superintendent Lauer will work with a team to present a package to the General Manager on employee recognition milestones
5. Board Consensus to bring the request to have the General Manager's signing authority increase from \$35K to \$50K be brought before the full board for a final discussion

6. The board agreed to move the request to provide financial support to constituents to connect to the District into a Committee Level meeting.
7. The Board agreed that it is important for the Directors to attend conferences with staff
8. Board agreed to investigating options of alternative clean energy and having Superintendent Ed Waggoner to provide the information he has regarding wind power.
9. Board consensus that the budget description and possible delay of using electric vehicles may need to be changed.
10. Board consensus to have research done and engage a marketing consultant to prepare a 3 to 4 minute video presentation on the benefits of repairing the bridge and managing the social media aspect of the project. The estimated cost is approximately \$3K to \$4K.
11. Director Siegfried requested that the board consider doing a virtual plant tour and send to schools and post on the District website. The board consensus was to move forward on finding out the costs of creating the video and to do this project in the FY23-24 budget.
12. The board requested that the General Manager obtain the California Water Environment Association metrics regarding "How To Win The Plant Of the Year Award.
13. The board also requested that the General Manager to look into the costs of expanding the sewer analysis to include the flu virus.

ADJOURNMENT: *There being no further business to come before the Committee, the meeting concluded at 1:33 p.m. The next Regular Board Meeting will be held at 9:00 a.m., Thursday, July 28, 2022, or an alternate acceptable date, via 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:

Domine Barringer, Board Secretary

PPROVED:

Ken White, President



HAYASHI | WAYLAND

INDEPENDENT ACCOUNTANTS' REPORT

July 19, 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 June 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.



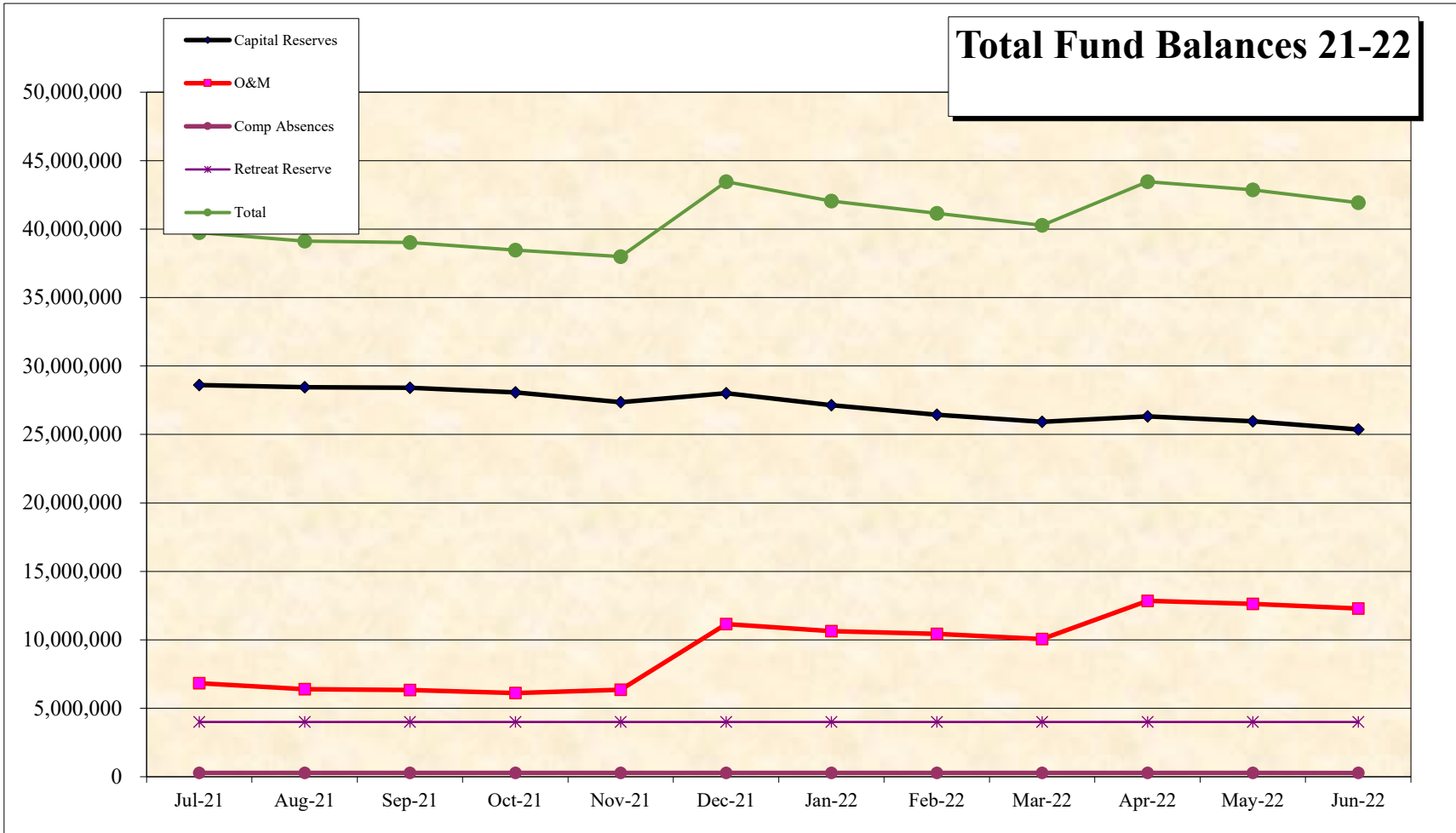
Robert Lee, CPA
Partner
Hayashi Wayland

Cc: Mr. Ken White, President

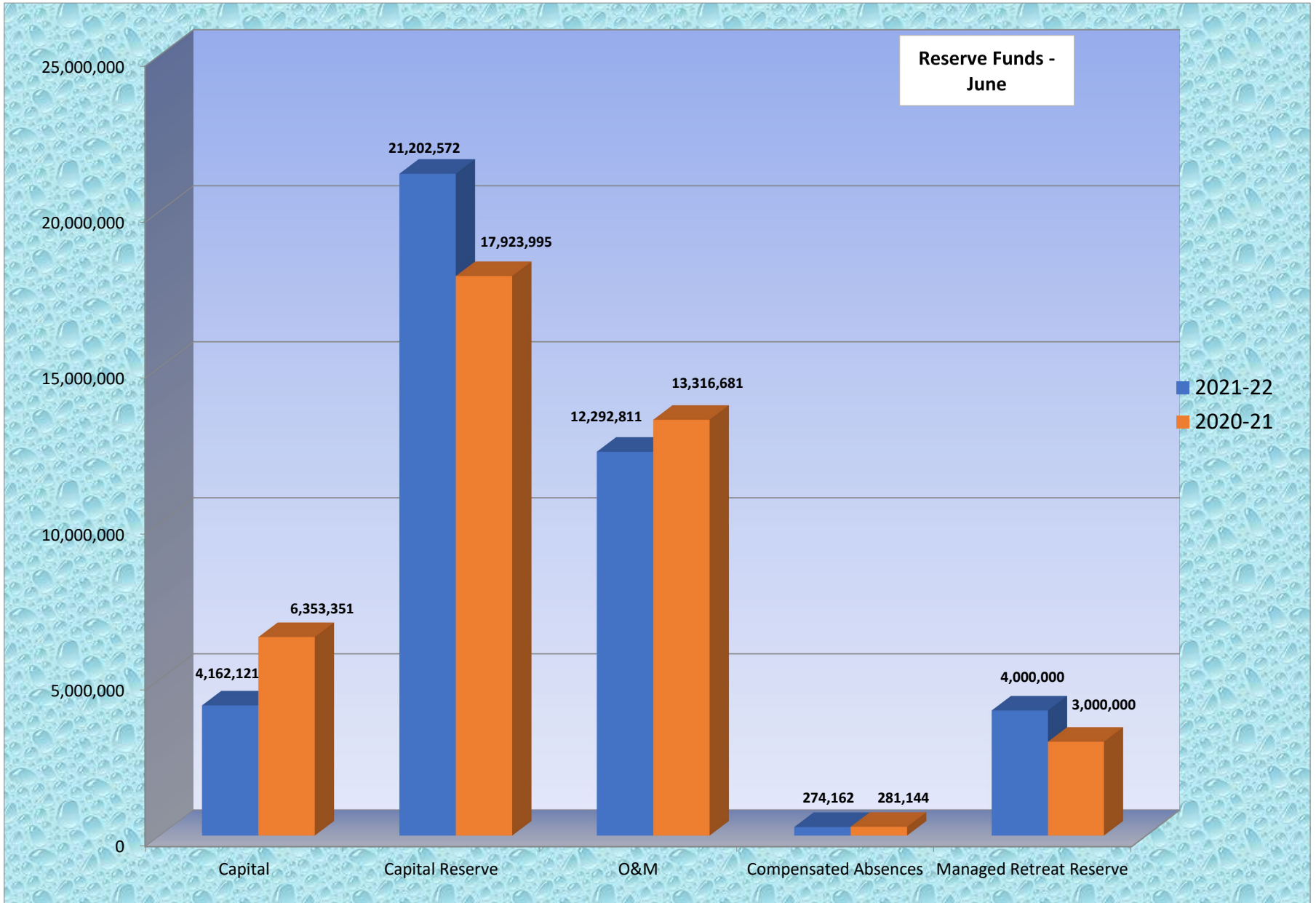


Carmel Area Wastewater District
Schedule of Cash Receipts and Disbursements - JUNE 2022

	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	\$4,818,623	\$21,147,720	\$12,615,745	\$281,144	\$4,000,000	\$42,863,232	\$319,309	\$6,100	\$1,198,228
Receipts:									
User Fees			213,583						
Property Taxes		54,851							
PBCSD Treatment Fees									
Reclamation O & M reimbursement							67,952		
Reclamation capital billing									
Permits							3,960		
PBCSD capital billing									
Other misc. revenue							637		
Interest income									
Connection Fees									
CCLEAN receipts									
CRFree Project grant funds									
Sale of dump truck									
Hatton Canyon Grant Funds							83,996		
Void checks-replace lost check									
Total Receipts	0	54,851	213,583	0	0	268,434	156,545	0	0
Fund Transfers:									
Transfers to Chase Bank O&M	(656,502)		(543,498)				1,200,000		
Transfers to Chase Bank PR							(225,000)	225,000	
Transfer to Defend or Managed Retreat Fund									
Adjust compensated accruals at year end			6,982	(6,982)					
Rebalance Capital and O&M Reserves									
Total Transfers	(656,502)	0	(536,516)	(6,982)	0	(1,200,000)	975,000	225,000	0
Disbursements:									
Operations and capital							963,583		
Payroll & payroll taxes								218,497	
Employee Dental reimbursements							3,522		
CALPERS EFT							33,962		
CAWD SAM pension EFT							0		
CAWD pension loans EFT							587		
Home Depot EFT							3,243		
US Bank EFT							7,625		
Deferred comp contributions EFT							12,822	0	
PEHP contributions EFT							3,151	0	
Bank/ADP fees							0	803	
Highlands Bond Debt Service Payment									
Annual County admin billing fee									
Wage garnishment payment									
GASB 68 report fee & SSA 218 fee									
Total Disbursements	0	0	0	0	0	0	1,028,496	219,300	0
BALANCE END OF MONTH	4,162,121	21,202,572	12,292,811	274,162	4,000,000	41,931,666	422,358	11,800	1,198,228



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



Carmel Area Wastewater District
Disbursements
Jun-22

Date	Check	Vendor	Description	Amount
06/09/22	3058	Acme Analytical Solutions	Phenylarsine oxide, acetic acid and iodine solution	524.49
06/09/22	3059	Amazon Capital Services	Office and operating supplies	293.28
06/09/22	3060	American Fidelity Assurance Company	Flex accounts	327.10
06/09/22	3061	American Fidelity Assurance	Employee insurance premiums	586.16
06/09/22	3062	Applied Marine Sciences	CCLEAN expenses	45,253.79
06/09/22	3063	AT&T Mobility	SCADA text modem	59.92
06/09/22	3064	AT&T CALNET 3	Admin and Plant alarms	587.69
06/09/22	3065	AT&T	IP card and Plant fiber router	718.97
06/09/22	3066	AutomationDirect, Inc.	Flowmeter and cable	1,502.58
06/09/22	3067	BCV Systems, LLC	Repair Mini O W/A 500-1 S/R 320, 354 & 10702 and annual blower service	16,186.37
06/09/22	3068	Borges & Mahoney	Two motors	767.63
06/09/22	3069	CAL FIRE	Easement clearings	680.82
06/09/22	3070	California Boiler	Gasmaster boiler service and UV detector	6,361.08
06/09/22	3071	CAWD/PBSCD Reclamation Project	Reimbursement for tertiary lab PG&E	488.87
06/09/22	3072	Cintas Corporation #63D	Laundry service	957.26
06/09/22	3073	Clark Pest Control	Plant service	279.00
06/09/22	3074	Coastal Fabrication Company	Steel channel	40.52
06/09/22	3075	Currie Engineers	Elec/Mech Rehab and Holding Tank Project #18-01 (CAPITAL)	26,764.40
06/09/22	3076	Del Monte Gardeners	Easement clearings	2,600.00
06/09/22	3077	Direct TV-VOID, NEVER RECEIVED	Plant service	0.00
06/09/22	3078	Edges Electrical	Microturbine/Gas Conditioning System Project #18-11 (CAPITAL \$4,547.38) and electrical supplies	7,381.17
06/09/22	3079	Equitable Financial Life Insurance	Life insurance, long-term and short-term disability premiums	2,577.84
06/09/22	3080	Fastenal Company	Operating supplies	1,648.15
06/09/22	3081	Fisher Scientific	Lab supplies	199.30
06/09/22	3082	Frisch Engineering	Elec/Mech Rehab and Holding Tank Project #18-01 (CAPITAL \$555.00) and SCADA engineering	9,555.00
06/09/22	3083	Got.Net	Domain parking	4.20
06/09/22	3084	Grainger	Operating supplies	133.88
06/09/22	3085	Hach Company	Chemical and recycling	584.09
06/09/22	3086	ICON Cloud Solutions	Telephone service	587.50
06/09/22	3087	James Grover	Vision copay	10.00
06/09/22	3088	Jason Veile	Dental	387.20

Carmel Area Wastewater District
Disbursements
Jun-22

Date	Check	Vendor	Description	Amount
06/09/22	3089	Kennedy/Jenks Consultants	Elec/Mech Rehab and Holding Tank Project #18-01 (CAPITAL \$5,607.00) and CRFREE Mitigation Pipeline Undergrounding project #19-21	17,482.00
06/09/22	3090	Kristina Pacheco	Reimbursement for employee retirement lunch food	34.22
06/09/22	3091	Lemos Service Inc.	Vehicle oil change	164.95
06/09/22	3092	Liberty Composting	Sludge hauling	7,287.12
06/09/22	3093	Mark & Ryann Williams	Reimburse rate payer for window cleaning on house after work completed	435.00
06/09/22	3094	McMaster-Carr	Operating supplies	166.49
06/09/22	3095	Michael Hooks	Dental	1,477.60
06/09/22	3096	Michael Rachel	Dental	711.00
06/09/22	3097	Monterey Bay Analytical Services	Sample analysis	910.00
06/09/22	3098	Monterey County Health Dept.	Annual health permit fee	1,910.00
06/09/22	3099	Peninsula Welding & Medical Supply	Non-liquid cylinder rentals	77.40
06/09/22	3100	Pacific Gas & Electric	Monthly service	7,376.78
06/09/22	3101	Pure Water	Monthly service	122.00
06/09/22	3102	Quill LLC	Office supplies	148.09
06/09/22	3103	Scarborough Lumber (ACE)	Collection supplies	52.73
06/09/22	3104	Streamline	Website maintenance	400.00
06/09/22	3105	Toro Petroleum	Gasoline and diesel	12,557.39
06/09/22	3106	Univar Solutions USA Inc.	Sodium bisulfate and hypochlorite	11,303.96
06/09/22	3107	USA Blue Book	Skimming nets	261.61
06/09/22	3108	Vision Service Plan	Vision insurance premium	617.40
06/09/22	3109	Wellington & Rathie	District legal services	3,625.00
06/09/22	3110	WM Corporate Service	Plant rollofs and admin garbage	2,506.71
06/10/22	3111	Applied Marine Sciences	Feb CCLEAN Evaluating Ag. Mgt. expenses	1,759.97
06/14/22	3112	Allied Fluid Products	Expansion joints	1,723.53
06/14/22	3113	AT&T Mobility	Cell service	668.86
06/14/22	3114	Biobot Analytics	Influent sample testing	1,400.00
06/14/22	3115	Bryan Mailey Electric	Microturbine/Gas Conditioning System Project #18-11 (CAPITAL \$2,807.71) and various Plant repairs	10,227.71
06/14/22	3116	Cal-Am Water	Monthly service	917.26
06/14/22	3117	Carmel Pine Cone	Legal notices regarding the budget and connection fees	240.00
06/14/22	3118	Cintas Corporation #63D	Laundry service	452.48
06/14/22	3119	Edges Electrical	Electrical supplies	18.91

Carmel Area Wastewater District
Disbursements
Jun-22

Date	Check	Vendor	Description	Amount
06/14/22	3120	EMC Planning Group	Elec/Mech Rehab and Holding Tank Project #18-01 (CAPITAL)	1,638.23
06/14/22	3121	FGL Environmental	Sample analysis	245.00
06/14/22	3122	Flosource	Electric valve actuator	1,918.21
06/14/22	3123	Hach Company	Lab supplies	324.39
06/14/22	3124	Hayashi & Wayland Accounting	Bank reconciliation oversight	450.00
06/14/22	3125	Patelco Credit Union	Health savings accounts contributions	6,000.38
06/14/22	3126	Pacific Gas & Electric	Monthly service	32,357.83
06/14/22	3127	Public Agency Coalition Enterprise	Health insurance premium	35,520.09
06/14/22	3128	Quinn Company	Operating supplies	67.19
06/14/22	3129	Rooter King of Monterey County	Refund plumbing permit fee	240.00
06/14/22	3130	Smitty's Janitorial	Monthly service	1,445.00
06/14/22	3131	Star Sanitation LLC	Collections portable toilet rental	23.05
06/14/22	3132	Town & Country Gardening	Monthly service	650.00
06/23/22	3133	Allied Fluid Products	Operating supplies	2,815.08
06/23/22	3134	American Fidelity Assurance Company	Flex accounts	163.55
06/23/22	3135	AT&T CALNET 3	Admin and Plant alarms	117.94
06/23/22	3136	AT&T	Voice routing	48.98
06/23/22	3137	Calcon Systems	Annual SCADA software support	4,386.23
06/23/22	3138	Christian Schmidt	Dental	580.20
06/23/22	3139	Cintas Corporation #63D	Laundry service	824.66
06/23/22	3140	Clark Bros., Inc.	Elec/Mech Rehab and Holding Tank Project #18-01 (CAPITAL), Progress payment #8	322,226.52
06/23/22	3141	Comcast	Admin internet	250.32
06/23/22	3142	Comcast	Pump station internet	537.35
06/23/22	3143	Culligan Water Conditioning	C&I exchange service for the lab	43.35
06/23/22	3144	Edges Electrical	Elec/Mech Rehab and Holding Tank Project #18-01 (CAPITAL),	349.56
06/23/22	3145	Fisher Scientific	Lab supplies	1,298.14
06/23/22	3146	Golden Bough Theatre	User fee refund	4,887.35
06/23/22	3147	Greg D'Ambrosio	Dental	366.00
06/23/22	3148	Image Source	Plant copier	70.60
06/23/22	3149	James Grover	Vision copay	30.00
06/23/22	3150	Kennedy/Jenks Consultants	Elec/Mech Rehab and Holding Tank Project #18-01 (CAPITAL),	7,500.50
06/23/22	3151	McMaster-Carr	Microturbine/Gas Conditioning System Project #18-11 (CAPITAL)	30.36

Carmel Area Wastewater District
Disbursements
Jun-22

Date	Check	Vendor	Description	Amount
06/23/22	3152	Monterey Bay Engineers	Corona Road Assessment District report	3,375.00
06/23/22	3153	Public Agency Coalition Enterprise	Health insurance premium	29,510.75
06/23/22	3154	Quill LLC	Office supplies	51.54
06/23/22	3155	Tri-County Fire Protection	5-Year fire sprinkler inspection and repairs	2,149.40
06/23/22	3156	Univar Solutions USA Inc.	Sodium hypochlorite	3,926.89
06/23/22	3157	Valin	Operating supplies	582.76
06/27/22	3158	GraniteRock Construction	Final payment #7 for the Upper Rancho Canada Pipe Relocation Project #19-13 (CAPITAL)	284,473.34
06/27/22	3159	Monterey Bay Air Resources District	Admin amendment payment for equipment number 14638A	541.00
06/30/22	3160	Monterey County Clerk	Carmel Meadows Gravity Sewer Project #19-03 (CAPITAL)	2.00
06/30/22	3161	Monterey County Recorder	Notice of Completion for Manhole project #22-02	2.00
				967,105.17

CAWD/PBCSD Reclamation Project
Disbursements
Jun-22

Date	Check	Vendor	Description	Amount
06/09/22	637	Acme Analytical Solutions	Phenylarsine oxide, acetate buffer solution, iodine solution, phosphate buffer, acetic acid and buffer standard	1,136.06
06/09/22	638	Brenntag Pacific	Ammonium hydroxide	13,081.84
06/09/22	639	Fisher Scientific	Lab supplies	50.72
06/09/22	640	Frisch Engineering	SCADA engineering	90.00
06/09/22	641	Grainger	V-belts	168.67
06/09/22	642	Hach Company	Lab supplies	110.41
06/09/22	643	Harrington Industrial Plastics	Sulfuric Acid Tank Project #18-26 (CAPITAL)	1,578.52
06/09/22	644	McMaster-Carr	Miniature light bulbs	38.21
06/09/22	645	Neo Water Treatment LLC	FX300 chemical	32,215.72
06/09/22	646	Pebble Beach Company	COP interest	1,465.26
06/09/22	647	Pacific Gas & Electric	Tertiary billing	16,106.49
06/09/22	648	Professional Water Technologies	63 RO membranes	33,887.36
06/09/22	649	Thatcher Company of California	Sulfuric acid and citric acid with container return credits	13,975.20
06/14/22	650	Bryan Mailey Electric	Install flowmeter for alarm	350.00
06/14/22	651	Carmel Area Wastewater District	Reimbursement for Plant O&M	67,952.23
06/14/22	652	Grainger	Step ladder	117.82
06/23/22	653	Cal-Am Water	Hydrant Meter K monthly service	2,785.53
06/23/22	654	Calcon Systems	Annual SCADA software support	2,193.11
06/23/22	655	Cole-Parmer	Sulfuric Acid Tank Project #18-26 (CAPITAL)	51.71
06/23/22	656	Monterey Peninsula Engineering	Sulfuric Acid Tank Project #18-26 (CAPITAL)	31,350.00
06/23/22	657	Motion Industries	Sulfuric Acid Tank Project #18-26 (CAPITAL)	10,430.83
06/23/22	658	Pebble Beach Company	Bond principal and interest, letter of credit fees current and past and project rep costs	262,335.48
06/23/22	659	Pebble Beach Community Services District	Reimbursement for O&M	60,160.99
06/23/22	660	Pacific Gas & Electric	MF/RO billing	22,997.64
06/23/22	661	Professional Water Technologies	Opticlean-S-45 clean-in-place chemical	4,263.94
06/23/22	662	Solenis LLC	Praestol K 144 L-NA IBC chemical	11,724.78
				590,618.52



**Financial Statements
and
Supplementary Schedules**

June 2022

July 28, 2022

Carmel Area Wastewater District

Balance Sheet

June 2022

ASSETS			
Current Assets			
Cash			
Cash	43,564,052.48		
TOTAL Cash	43,564,052.48		
Other Current Assets			
Other Current Assets	352,352.13		
TOTAL Other Current Assets	352,352.13		
TOTAL Current Assets		43,916,404.61	
Fixed Assets			
Land			
Land	308,059.76		
TOTAL Land	308,059.76		
Treatment Structures			
Treatment Structures	70,358,452.24		
TOTAL Treatment Structures	70,358,452.24		
Treatment Equipment			
Treatment Equipment	8,730,143.38		
TOTAL Treatment Equipment	8,730,143.38		
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		13,423,088.18	
Disposal Facilities			
Disposal Facilities	1,643,890.85		
TOTAL Disposal Facilities	1,643,890.85		
Other Fixed Assets			
Other Fixed Assets	4,504,051.96		
TOTAL Other Fixed Assets	4,504,051.96		
Capital Improvement Projects			
Capital Improvement Projects	7,375,248.44		
TOTAL Capital Improvement Projects	7,375,248.44		
Accumulated depreciation		(56,561,952.22)	
TOTAL Fixed Assets		52,529,426.66	
Other Assets			
Other Assets		2,501,847.01	
TOTAL Other Assets		2,501,847.01	
TOTAL ASSETS		98,947,678.28	

Carmel Area Wastewater District

Balance Sheet

June 2022

LIABILITIES

Current Liabilities		
Current Liabilities	590,441.20	
TOTAL Current Liabilities	590,441.20	590,441.20
Long-Term Liabilities		
Long Term Liabilities	567,006.78	
TOTAL Long-Term Liabilities	567,006.78	567,006.78
TOTAL LIABILITIES		1,157,447.98
NET POSITION		
Net Assets	93,156,112.81	
Year-to-Date Earnings	4,634,117.49	
TOTAL NET POSITION	97,790,230.30	97,790,230.30
TOTAL LIABILITIES & NET POSITION		98,947,678.28

Carmel Area Wastewater District
Budgeted Income Statement
Year-to-Date Variance, June 2022 - current month, Consolidated by account

	<i>12 Months Ended June 30, 2022</i>	<i>12 Months Ended June 30, 2022 Budget</i>	<i>Variance Fav/<Unf></i>	<i>% Var</i>
Income				
Revenue	11,508,858.02	10,773,508.00	735,350.02	6.8 %
TOTAL Income	<u>11,508,858.02</u>	<u>10,773,508.00</u>	<u>735,350.02</u>	6.8 %
Adjustments				
Discounts	778.31	0.00	778.31	
TOTAL Adjustments	<u>778.31</u>	<u>0.00</u>	<u>778.31</u>	
*****	<u>11,509,636.33</u>	<u>10,773,508.00</u>	<u>736,128.33</u>	6.8 %
***** OPERATING INCOME	<u>11,509,636.33</u>	<u>10,773,508.00</u>	<u>736,128.33</u>	6.8 %
Operating Expenses				
Salaries and Payroll Taxes				
Salaries and Payroll Taxes	3,584,798.63	3,481,060.00	(103,738.63)	-3.0 %
TOTAL Salaries and Payroll Taxes	<u>3,584,798.63</u>	<u>3,481,060.00</u>	<u>(103,738.63)</u>	-3.0 %
Employee Benefits				
Employee Benefits	632,912.96	932,516.00	299,603.04	32.1 %
TOTAL Employee Benefits	<u>632,912.96</u>	<u>932,516.00</u>	<u>299,603.04</u>	32.1 %
Director's Expenses				
Director's Expenses	22,944.64	34,200.00	11,255.36	32.9 %
TOTAL Director's Expenses	<u>22,944.64</u>	<u>34,200.00</u>	<u>11,255.36</u>	32.9 %
Truck and Auto Expenses				
Truck and Auto Expenses	83,091.88	58,710.00	(24,381.88)	-41.5 %
TOTAL Truck and Auto Expenses	<u>83,091.88</u>	<u>58,710.00</u>	<u>(24,381.88)</u>	-41.5 %
General and Administrative				
General and Administrative	317,273.00	704,380.00	387,107.00	55.0 %
TOTAL General and Administrative	<u>317,273.00</u>	<u>704,380.00</u>	<u>387,107.00</u>	55.0 %
Office Expense				
Office Expense	47,713.34	58,775.00	11,061.66	18.8 %
TOTAL Office Expense	<u>47,713.34</u>	<u>58,775.00</u>	<u>11,061.66</u>	18.8 %
Operating Supplies				
Operating Supplies	430,198.70	490,392.00	60,193.30	12.3 %
TOTAL Operating Supplies	<u>430,198.70</u>	<u>490,392.00</u>	<u>60,193.30</u>	12.3 %
Contract Services				
Contract Services	919,979.31	1,238,250.00	318,270.69	25.7 %
TOTAL Contract Services	<u>919,979.31</u>	<u>1,238,250.00</u>	<u>318,270.69</u>	25.7 %

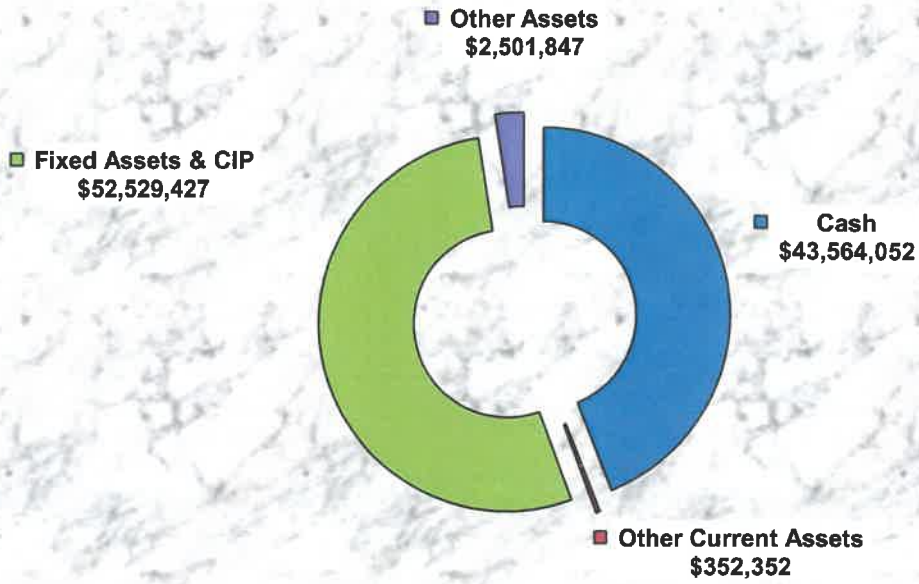
Carmel Area Wastewater District
Budgeted Income Statement
Year-to-Date Variance, June 2022 - current month, Consolidated by account

	<i>12 Months Ended June 30, 2022</i>	<i>12 Months Ended June 30, 2022 Budget</i>	<i>Variance Fav/<Unf></i>	<i>% Var</i>
Repairs and Maintenance				
Repairs and Maintenance	452,707.05	757,750.00	305,042.95	40.3 %
TOTAL Repairs and Maintenance	452,707.05	757,750.00	305,042.95	40.3 %
Utilities				
Utilities	374,584.21	461,068.00	86,483.79	18.8 %
TOTAL Utilities	374,584.21	461,068.00	86,483.79	18.8 %
Travel and Meetings				
Travel and Meetings	18,893.93	54,935.00	36,041.07	65.6 %
TOTAL Travel and Meetings	18,893.93	54,935.00	36,041.07	65.6 %
Permits and Fees				
Permits and Fees	57,883.00	76,350.00	18,467.00	24.2 %
TOTAL Permits and Fees	57,883.00	76,350.00	18,467.00	24.2 %
Memberships and Subscriptions				
Memberships and Subscriptions	32,210.52	45,265.00	13,054.48	28.8 %
TOTAL Memberships and Subscriptions	32,210.52	45,265.00	13,054.48	28.8 %
Safety				
Safety	54,718.25	51,310.00	(3,408.25)	-6.6 %
TOTAL Safety	54,718.25	51,310.00	(3,408.25)	-6.6 %
Other Expenses				
Other Expense	54,156.40	51,000.00	(3,156.40)	-6.2 %
TOTAL Other Expenses	54,156.40	51,000.00	(3,156.40)	-6.2 %
Depreciation and Amortization				
Depreciation and Amortization	2,669,000.00	2,673,860.00	4,860.00	0.2 %
TOTAL Depreciation and Amortization	2,669,000.00	2,673,860.00	4,860.00	0.2 %
TOTAL Operating Expenses	9,753,065.82	11,169,821.00	1,416,755.18	12.7 %
***** OPERATING INCOME (LOSS)	1,756,570.51	(396,313.00)	2,152,883.51	543.2 %
Non-op Income, Expense, Gain or Loss				
Other Income or Gain				
Other Income, Gain, Expense and Loss	2,877,546.98	4,472,673.00	(1,595,126.02)	-35.7 %
TOTAL Other Income or Gain	2,877,546.98	4,472,673.00	(1,595,126.02)	-35.7 %
TOTAL Non-op Income, Expense, Gain or Loss	2,877,546.98	4,472,673.00	(1,595,126.02)	-35.7 %
***** NET INCOME (LOSS)	4,634,117.49	4,076,360.00	557,757.49	13.7 %

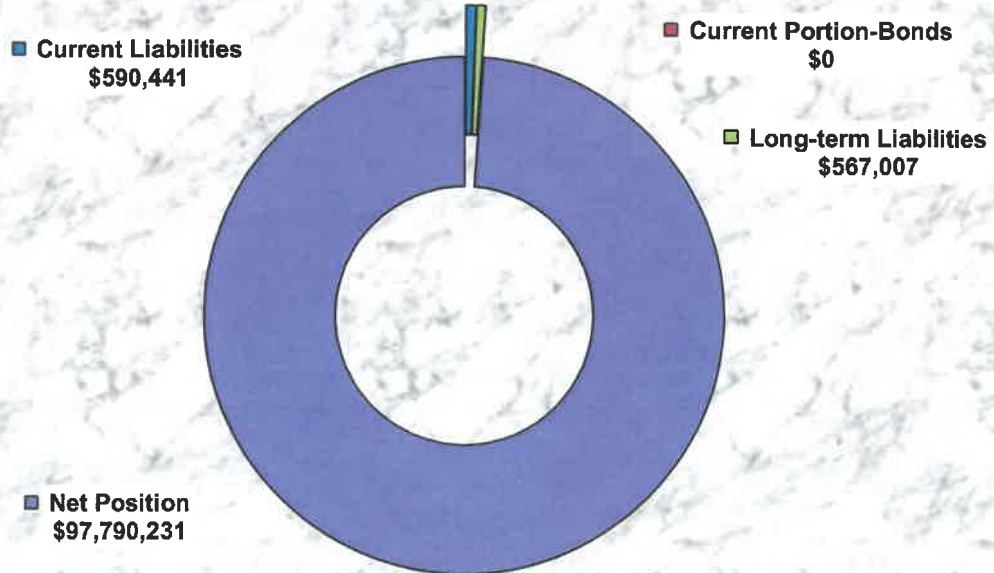
Carmel Area Wastewater District
Budgeted Income Statement
Year-to-Date Variance, June 2022 - current month, Consolidated by account

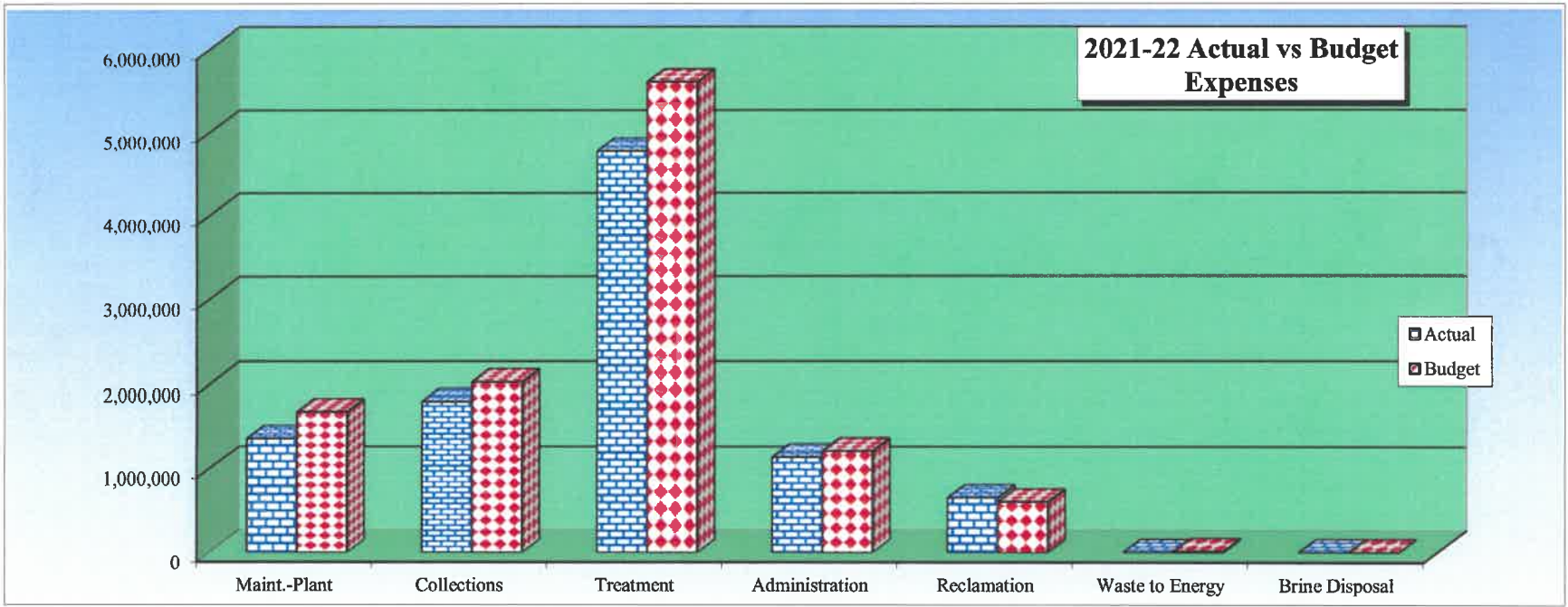
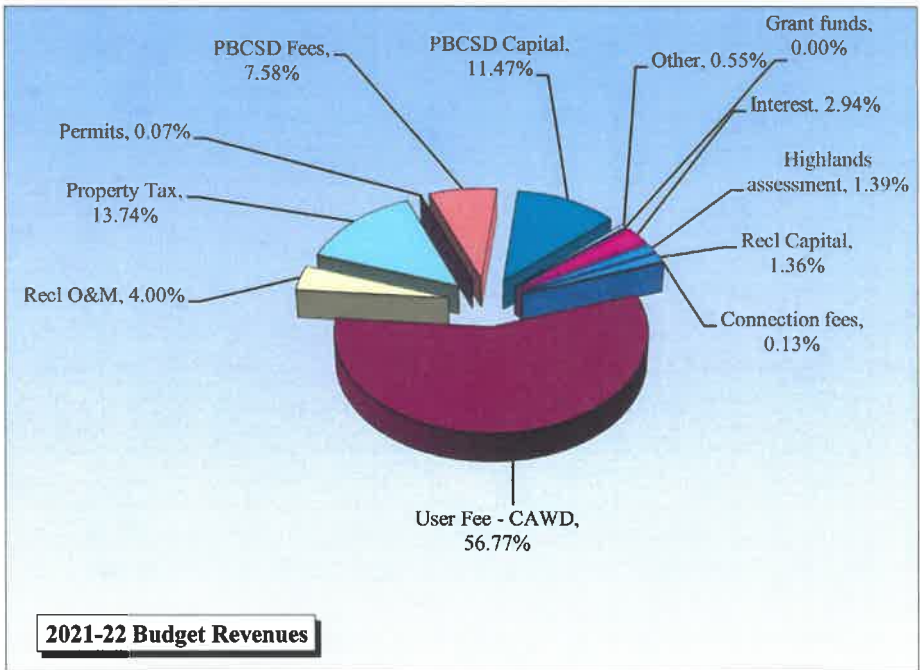
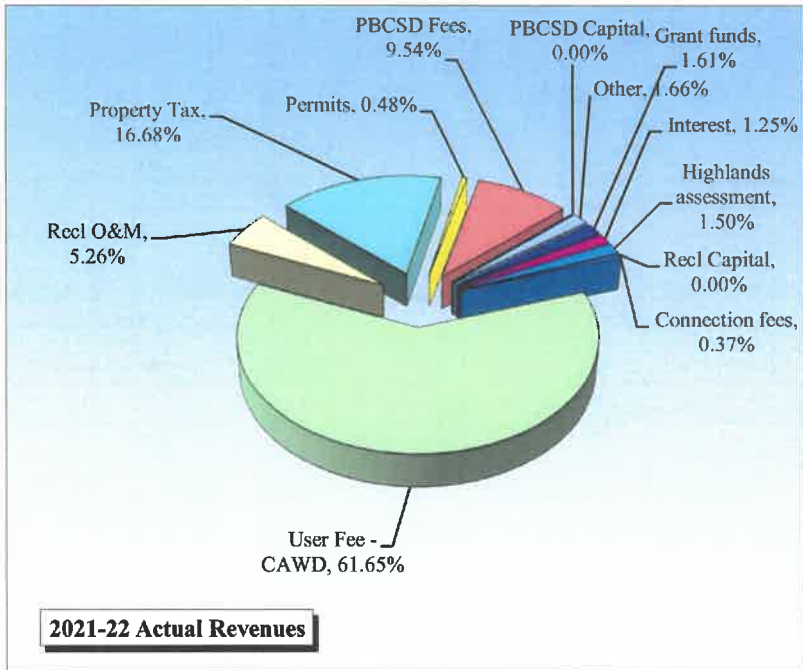
	<i>12 Months Ended June 30, 2022</i>	<i>12 Months Ended June 30, 2022 Budget</i>	<i>Variance Fav/<Unf></i>	<i>% Var</i>
***** NET INCOME (LOSS)	4,634,117.49	4,076,360.00	557,757.49	13.7 %

Assets - June 30, 2022

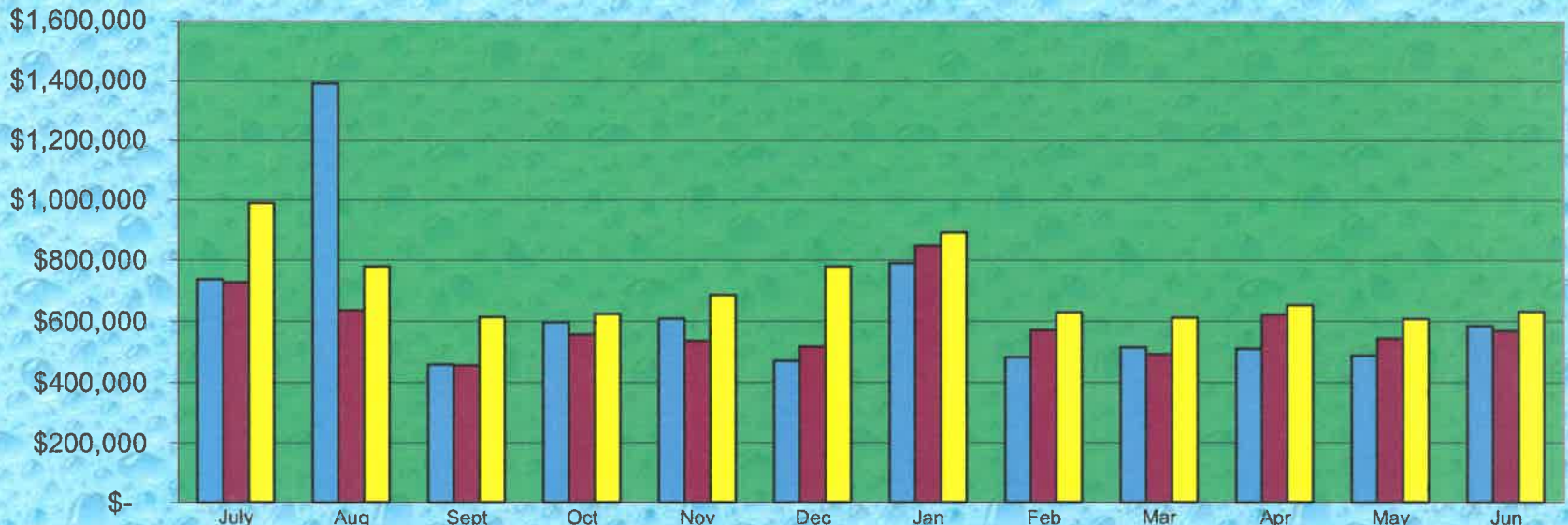


Liabilities - June 30, 2022





Operating Expenses



	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
■ FY 20-21	\$736,364	\$1,391,166	\$459,665	\$597,145	\$609,524	\$472,000	\$790,837	\$484,440	\$516,146	\$510,763	\$489,386	\$585,140
■ FY 21-22	\$726,464	\$636,022	\$457,080	\$557,531	\$537,313	\$518,130	\$848,165	\$571,858	\$494,319	\$622,278	\$545,328	\$569,576
■ CY Budget	\$990,490	\$779,712	\$614,378	\$623,848	\$685,836	\$779,103	\$891,642	\$630,061	\$612,603	\$652,703	\$608,362	\$632,087

**Carmel Area Wastewater District
Capital Expenditures
2021-22**

	BEG BAL	JUN	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>						
Dougherty Place sewer replacement		0	87,412	87,412	0	NA
Various sewer line replacements		0	42,325	42,325	0	NA
<u>Treatment</u>						
		0	0	0	0	NA
		0	0	0	0	NA
RECL share	0	0	0	0	0	NA
PBCSD share (1/3 of cost)	0	0	0	0	0	NA
		0	129,738	129,738	0	NA

Total Capital Purchases 21-22

**Carmel Area Wastewater District
Capital Expenditures
2021-22**

	BEG BAL	JUN	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	364,551	3,408	107,398	471,949	150,000	71.60%
Upper Rancho Canada Pipe Relocation	188,587	292,401	1,885,144	2,073,731	1,760,000	107.11%
Carmel Valley Manor Sewer-unbudgeted	180	0	0	180	0	NA
Scenic Rd Pipe Burst-Ocn/Bay	80,276	44,563	151,510	231,786	1,200,000	12.63%
Bay/Scenic Pump Station Rehab	6,727	0	24,165	30,892	250,000	9.67%
Pescadero Creek Area Pipe Rehab	0	5,753	89,236	89,236	450,000	19.83%
<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 21-22</i>	640,321	346,125	2,257,453	2,897,774	3,810,000	59.25%

**Carmel Area Wastewater District
Capital Expenditures
2021-22**

	BEG BAL	JUN	CURRENT YTD	CUMULATIVE TOTAL	ANNUAL BUDGET	BUDGET SPENT
<u>LONG TERM CIP PROJECTS</u>						
<u>Treatment</u>						
Microturbine/Gas Conditioning System	55,115	2,922	42,790	97,904	150,000	28.53%
Elec/Mech Rehab & Sludge Holding Tank Project (RECL 4%)	896,671	129,886	3,420,010	4,316,681	5,000,000	68.40%
WWTP Perimeter Tree Planting	2,897	0	2,123	5,020	60,000	3.54%
Critical Process Flood Adaptations (RECL 30%)	21,788	0	0	21,788	50,000	NA
Aeration Basin Improvements	9,030	0	8,302	17,332	0	NA
Ops Building Basement Bathroom	8,245	0	10,505	18,749	0	NA
RECL share	(39,135)	(5,195)	(136,801)	(175,936)	(200,000)	68.40%
PBCSD share (1/3 of cost)	(318,204)	(42,538)	(1,115,643)	(1,433,846)	(1,686,667)	66.14%
<i>Total Long Term CIP Projects 21-22</i>	636,407	85,075	2,231,285	2,867,692	3,373,333	66.14%
Total Capital (net of RECL and PBCSD)	1,276,728	431,200	4,618,476	5,895,204	7,183,333	64.29%

**Carmel Area Wastewater District
Variance Analysis
2021-22**

**YTD Actual/
YTD Budget
Variance**

Salaries and Payroll Taxes

Employee Benefits

Truck and Auto Expenses -41.50% Gas, diesel, repair parts and vehicle accessories underbudgeted.

General and Administrative

Office Expense

Operating Supplies

Contract Services

Repairs and Maintenance

Utilities

Travel and Meetings

Permits and Fees

Memberships and Subscriptions

Safety -6.60% Safety supplies underbudgeted.

Other Expense -6.20% Rate payer claims underbudgeted.

District Obligations:

1) 2004 Highlands Project Bond Proceeds \$3,057,165 - Balance \$585,000

Carmel Area Wastewater District 2021-22 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>

STAFF REPORT



TO: Board of Directors

FROM: Daryl Lauer, Collection Superintendent

DATE: July 28, 2022

SUBJECT: Monthly Report – June 2022

RECOMMENDATION

Receive Report- Informational only; no action required.

Permits Issued

Sewer Lateral Permits issued in June	28
Total Fees	\$4,800.00

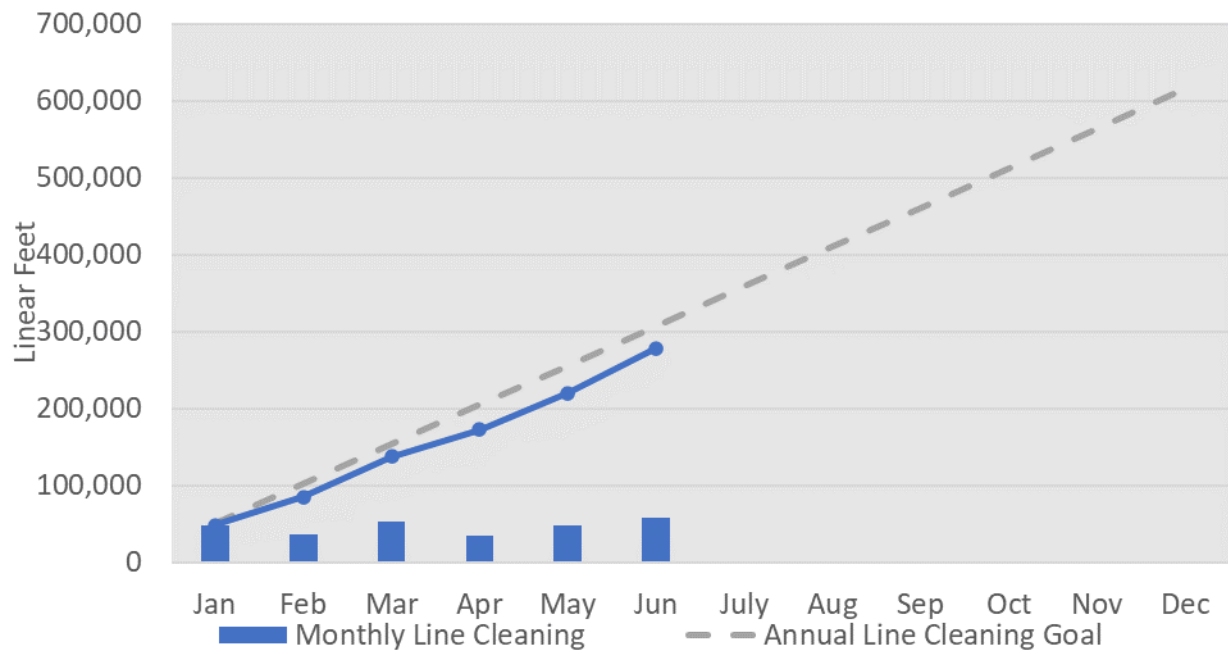
Maintenance

Attached is a map of the areas cleaned and Closed-Circuit Television (CCTV) inspected in past three months. There were 57,910 feet of sewer lines cleaned, there were no CCTV inspections during the month of June and manhole inspections have been completed. Staff focused on cleaning hard to access easements in late May and June with the long-anticipated return of the pressure cleaner from the repair shop. Going forward completing the CCTV inspections of easement will be the area of focus.

Recent Line Cleaning Summary

Cleaning period	Footage Cleaned	Percentage Cleaned	Size of Pipe Cleaned
June	57,910 ft.	14.08%	6 – 12 inches
May	47,446 ft.	11.54%	6 - 12 inches
April	35,310 ft.	8.59%	6 – 15 inches

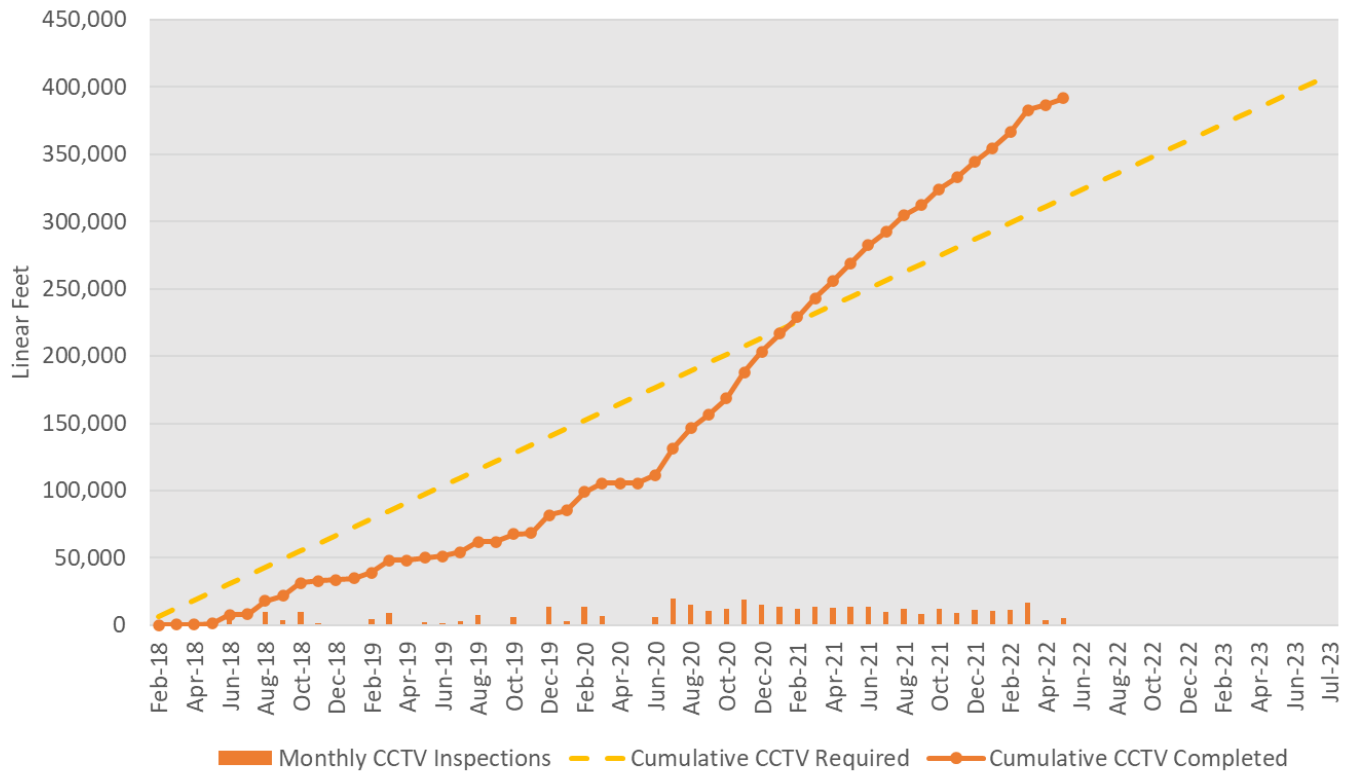
Annual Line Cleaning Graph



Line Cleaning Table

Total Target Amount (Linear Feet)	Cumulative Complete (Linear Feet)	Remaining (Linear Feet)
615,000	278,062	336,938

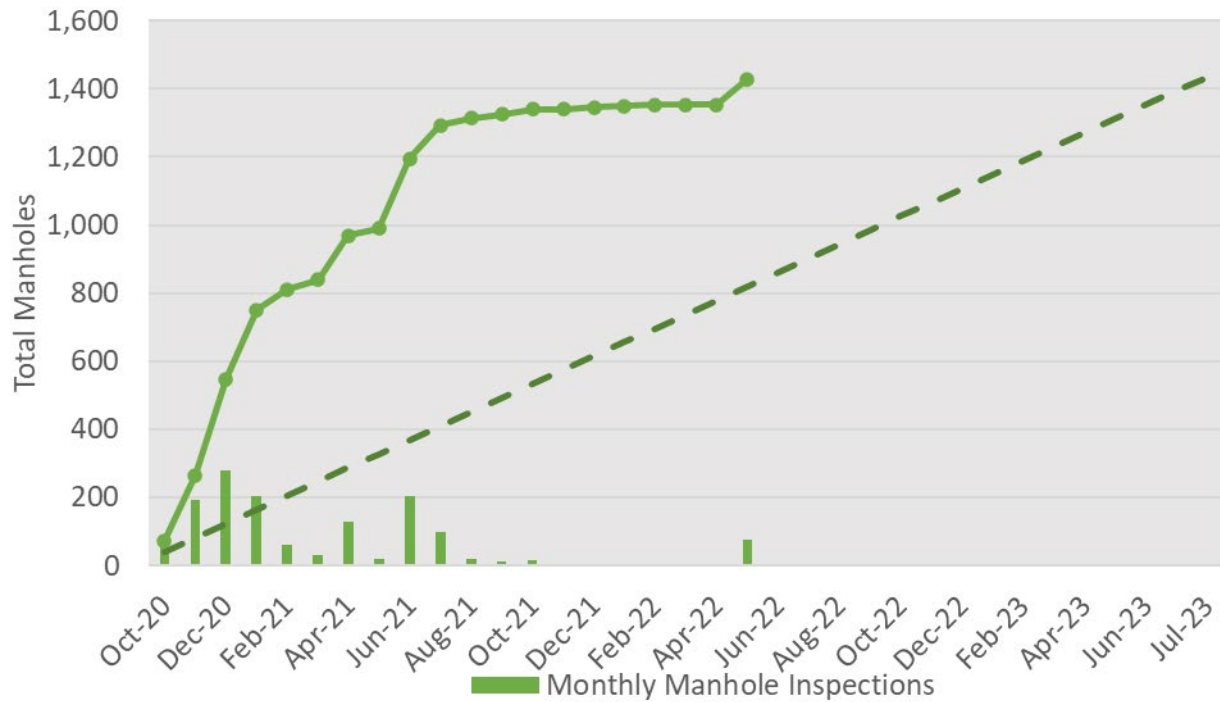
CCTV Progress Graph (River Watch Settlement Agreement Target)



CCTV Table

Total Required amount (Linear Feet)	Cumulative Complete (Linear Feet)	Remaining (Linear Feet)
408,672	391,729	16,943

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. Project 21-06 Manhole Rehabilitation project is out to bid on July 26, 2022, and will kick off in the upcoming months.
- Once the CCTV inspections and Pumps Station evaluations are completed, the Principal Engineer will use the information for the final Collection System Asset Management Plan.

Staff Development

- Staff completed several in-person tail gate trainings.

Service calls responded to by crew

Date	Time	Callout	Resolution
6/3/2022	12:10 PM	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.
6/4/2022	5:45 AM	Power Fail	Power fail at all pump stations. Staff monitored all stations until power was restored.
6/9/2022	4:24 PM	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.
6/10/2022	7:50 AM	Manhole overflow	Staff found manhole S622 overflowing while walking easements. The manhole is located behind 2845 Ribera Rd. An estimated 89 gallons overflowed before crews were able to relieve the blockage using the hand rods. Staff cleaned the sewer line several times. Grit was determined to be the cause of the blockage due to a large sag in the pipeline. Staff cleaned the area and notified the proper agencies. This line segment is scheduled to be replaced during the Carmel Meadows sewer replacement project (project # 19-03). See map for location of spill.
6/28/2022	9:11 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.

USA Location Requests – 206

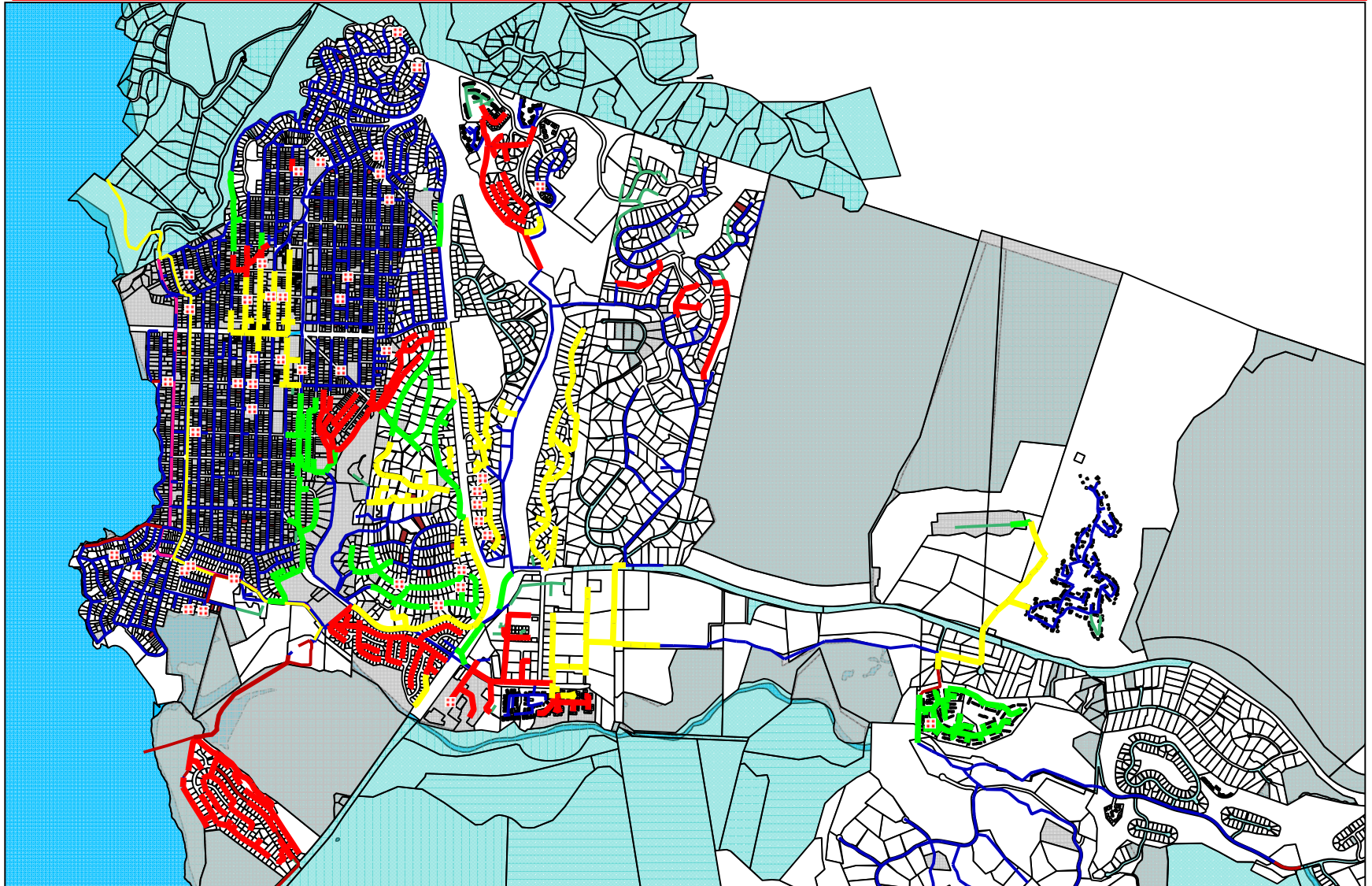
Plumbing permit inspections – 26

Private Sewer Lateral Compliance Certificates Issued – 21

FUNDING: N/A

June (Red) 57,910 feet
May (Yellow) 47,446 feet
April (Green) 35,310 feet

Monthly Cleaning Map



RedZone
ROBOTICS

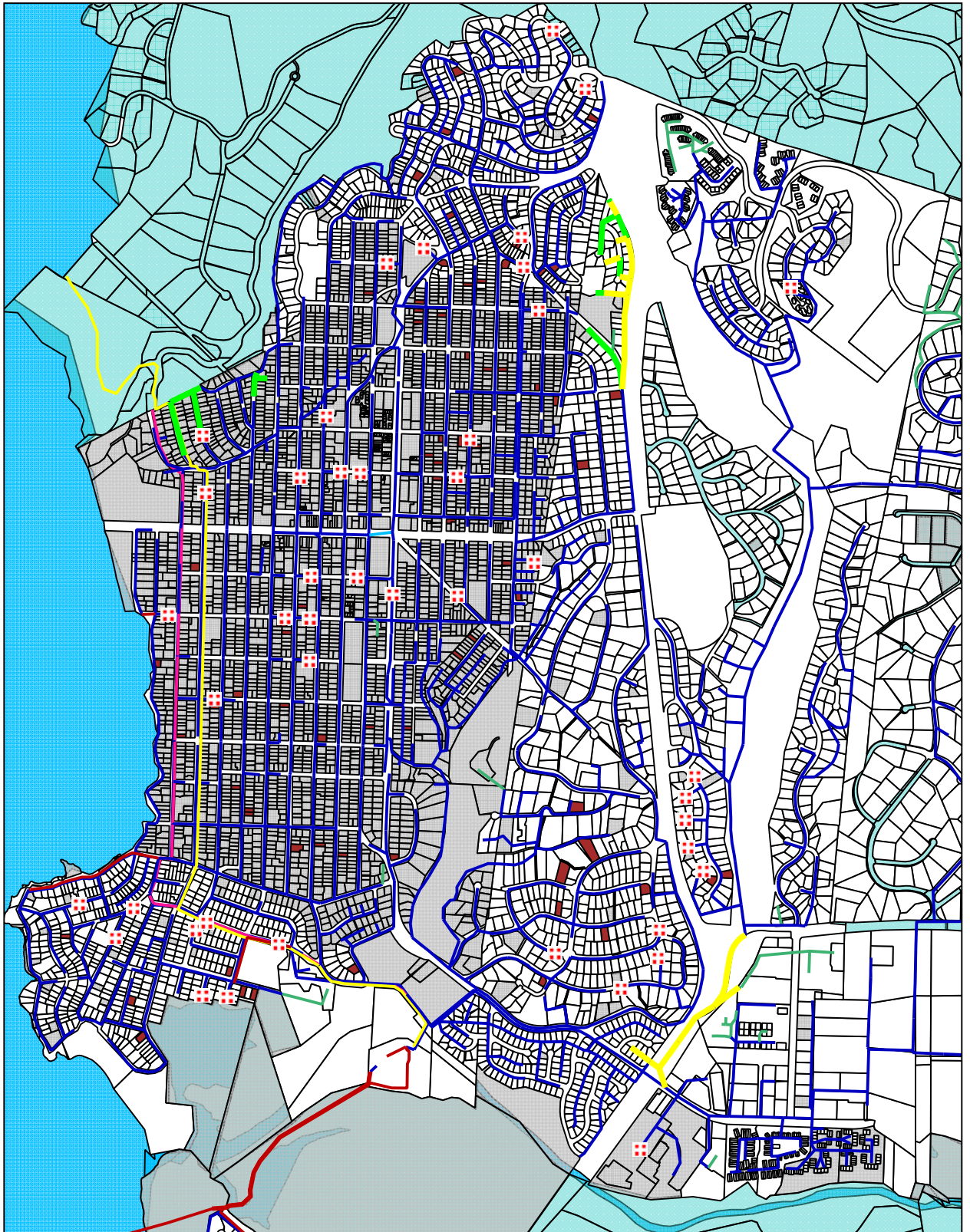
7/11/2022



June
May (Yellow)
April (Green)

No CCTV Activity
5,107 feet
3,743 feet

Monthly CCTV Map

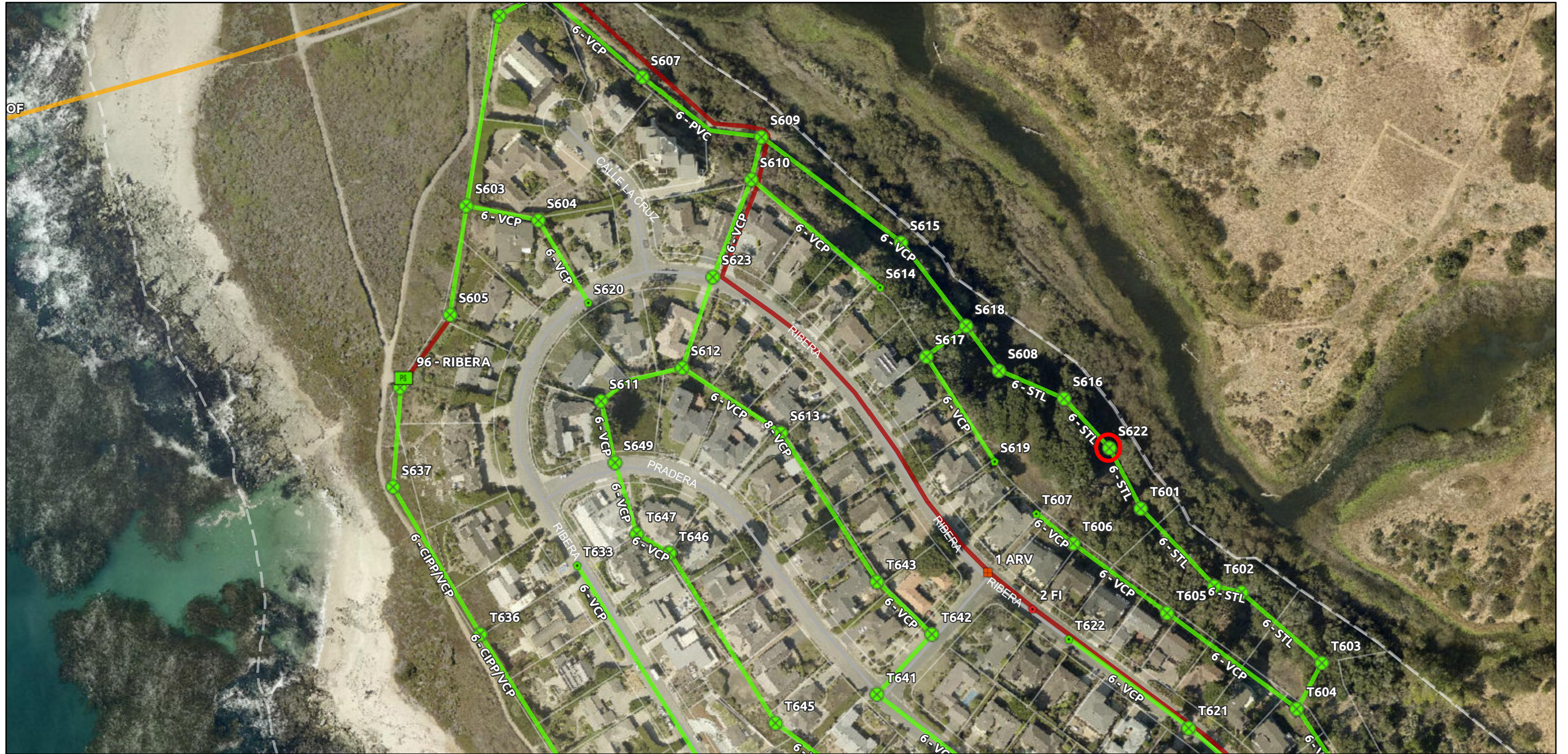


RedZone
ROBOTICS

7/11/2022






CAWD GIS Maps









7/11/2022, 10:59:14 AM

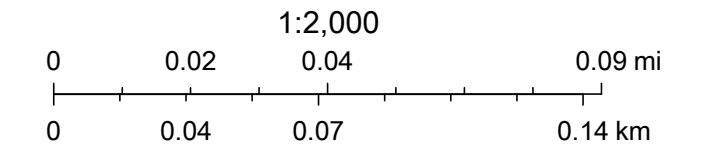
CAWD Service Area

Active Assets

-  Air Release Valve (ARV)
-  Forced Main - Flushing Inlet (FMFI)
-  Flushing Inlet (FI)

-  CAWD (MH)
-  CAWD (Pump Station)
- Mains
-  CAWD

- Forced Mains
-  FORCED MAIN
-  FM OUTFALL
-  Streets
- APNs



TIGEO

STAFF REPORT

To: Board of Directors

From: Mark Dias, Safety and
Regulatory Compliance Administrator
(S/C Admin Dias)

Date: July 28, 2022

Subject: Monthly Safety Report (for June 2022)



RECOMMENDATION

Receive Report- Informational only; no action required

DISCUSSION

Safety & Training

- **June 1- Tailgate Training on Motivation Decay.** Michael Garrison, Operator II, presented on motivation decay (also known as “burnout”). Burnout can lead to lack of attention and situational awareness during work and increase the risk of accidents. He reviewed a number of different factors leading to burnout. One of the best ways to reduce this is to foster a learning culture where job tasks are varied and each person is encouraged to continuously improve in a team setting.
- **June 8- Tailgate Training; Overhead Hoist and Crane.** Chris Foley, Maintenance Superintendent, presented on the safe use of hoists and cranes. He reviewed a California Sanitation Risk Management Authority (CSRMA) training document, which listed the various hazards using this equipment and rules and guidelines for safe use.
- **June 15- Tailgate Training; Safety via Visibility.** Barry Blevins, Collections Worker III, presented on the importance of remaining highly visible on sites with heavy moving equipment (loaders, trucks, etc.). Wearing bright reflective vests and keeping yourself in a highly visible location are best practices. Also making eye contact with the driver is always recommended.

- **June 22- Tailgate Training; Backing Up in Trucks and Equipment.** S/C Admin Dias presented on best practices to avoid injuries and accidents while backing up. The number of accidents while backing up is strikingly high. The best way to reduce the risk is to minimize the amount of time backing up in the first place. Movements should be pre-planned so the driver can reduce or eliminate the time backing up.
- **June 29- Tailgate Training; Chemical Hygiene.** Trevor Holland, Lab Analyst, presented on best practices in the lab that can be used for other chemicals around the plant. A Chemical Hygiene Plan is a required part of running the Carmel Area Wastewater District's (CAWD's) state certified laboratory. Aspects of these plans include the proper storage of chemicals to avoid temperature extremes, and to date the containers when first opened. The operators use chemical reagents for several types of analyzers around the plant. Old or temperature damaged chemicals will impact the accuracy of the readings.

Ongoing Safety Improvements

During June, 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 during June included:

- **Work-Task Planning Using Service Outage Request (SOR) Methodology.** Intermittently there will be unusual and/or unanticipated work needed on chemical dosing systems, hazardous equipment or critical infrastructure. The rate of human error and accidents is much higher for infrequent tasks, especially if the shut down of equipment affects multiple systems. As part of enhancing the District's safety culture, a procedure to pre-plan the work was formalized using the SOR methodology. SORs are being used by the contractors for Phase II construction. The contractors submit a written form describing the work, when it will occur, for how long, what secondary systems will be affected, the safety precautions, and what the contingency plan is to continue operations if the work does not go as planned. This approach has worked well. The form was modified for internal use by CAWD staff and used for a shutdown of the sulfuric acid dosing system to replace a faulty pressure regulator. The draft SOR is developed by the planner and then is reviewed by the subject matter expert, a manager, the safety officer and the plant engineer. Then a "job walk" is conducted at the work location with the employees who will actually do the work. The plan is discussed, modified as necessary and the SOR is finalized. The likelihood of an accident is reduced when overlapping/multiple areas of expertise are coordinated and the persons doing the work clearly understand the task and what the contingency plan is if the task does not go as planned.

Tours and Outreach

- **Tours** remain on temporary hold while several areas of the plant are being impacted by Phase II construction activities.

Injuries; First Aid Incidents; Workers Compensation Claims

There were no first aid injuries or Workers' Compensation cases in June. The employee with the foot injury (as reported in February's report) is steadily improving but remained on restricted duty for the entire month (22 working days). The tracking matrix below reflects data through June 30.

	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	102	1
OSHA Illnesses	0	0	0	0	0
Other WC Claims	0	0	0	0	0
First Aid (non-OSHA)	0	0	0	0	0

FUNDING

N/A- Informational item only

Wastewater Treatment Facility Operations Report

Report for: June 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	22.656	0.719	0.730	0.737	67.195	140.45	430.83
PBCSD Flow	11.061	0.369	0.338	0.439	32.805	69.89	214.37
Total Plant Flow	33.717	1.088	1.068	1.176	100.00	210.34	645.21
Tertiary Flow	30.014	1.000	0.739	1.150	89.017	161.76	496.21
Ocean Discharge	4.069	0.136	0.113	0.329	12.068	49.80	152.77
Potable Water	0.000	0.000	0.000	0.000	0.000	0.000	0.000

TERTIARY PROCESS HISTORY

Total Annual Reclamation Production (2022)	161.76MG (496.21acre-ft.)
Total Lifetime Reclamation Production (94-22)	9.06 BG (27.80 K acre-ft.)
12 Month Rolling Total Reclamation Production	351.94 MG (1080.09 acre-ft.)

ELECTRICAL COSTS

Monthly Totals	Jun'22 kWh	Price per kWh	Jun'22	May'22	Apr'22	Mar'22
Secondary	106,941.00	\$ 0.239	\$ 25,587.76	\$ 21,534.16	\$ 22,586.54	\$ 17,535.45
Blowers	51,775.52	\$ 0.239	\$ 12,359.21	\$ 10,568.58	\$ 10,018.75	\$ 9,692.95
CAWD Total	158,716.52		\$ 37,946.97	\$ 32,102.74	\$ 32,605.29	\$ 27,228.40
Tertiary	90,654.56	\$ 0.214	\$ 19,375.78	\$ 16,106.49	\$ 15,648.90	\$ 16,666.66
MF/RO	89,377.00	\$ 0.247	\$ 22,109.29	\$ 22,997.64	\$ 18,367.65	\$ 19,014.22
Reclaim Total	180,031.56		\$ 41,485.07	\$ 39,104.13	\$ 34,016.55	\$ 35,680.88
Adjusted Monthly Totals (1)	CAWD Total		\$ 23,222.37	Reclamation Total		\$ 56,209.67

kW-h Per Acre Foot

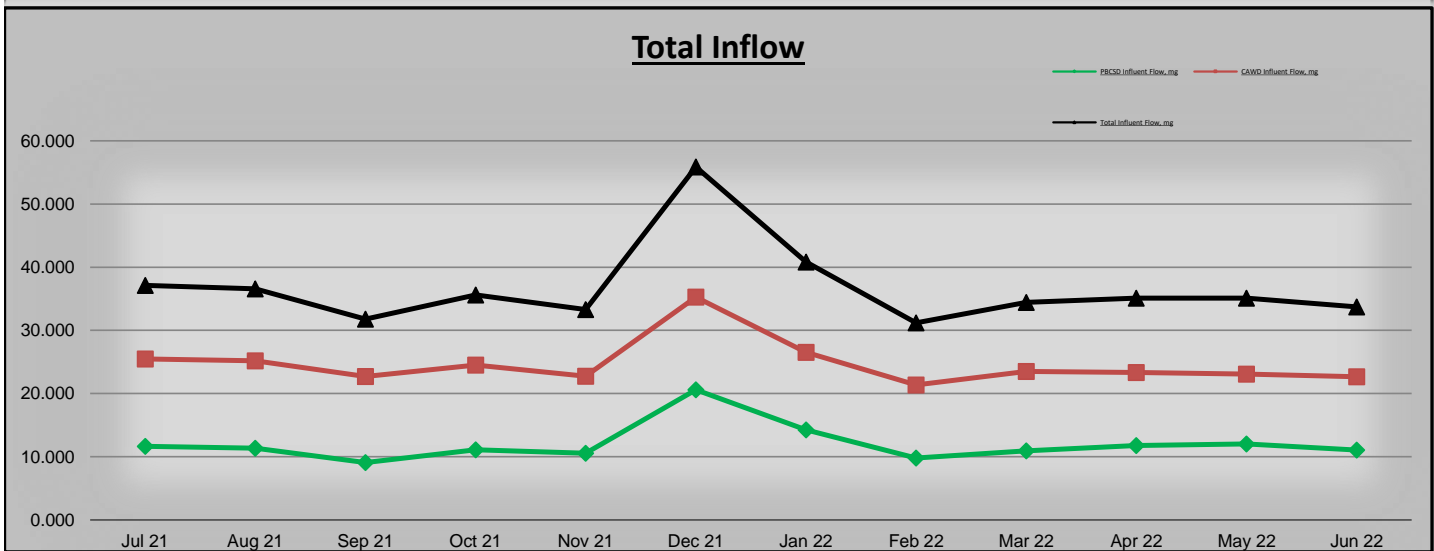
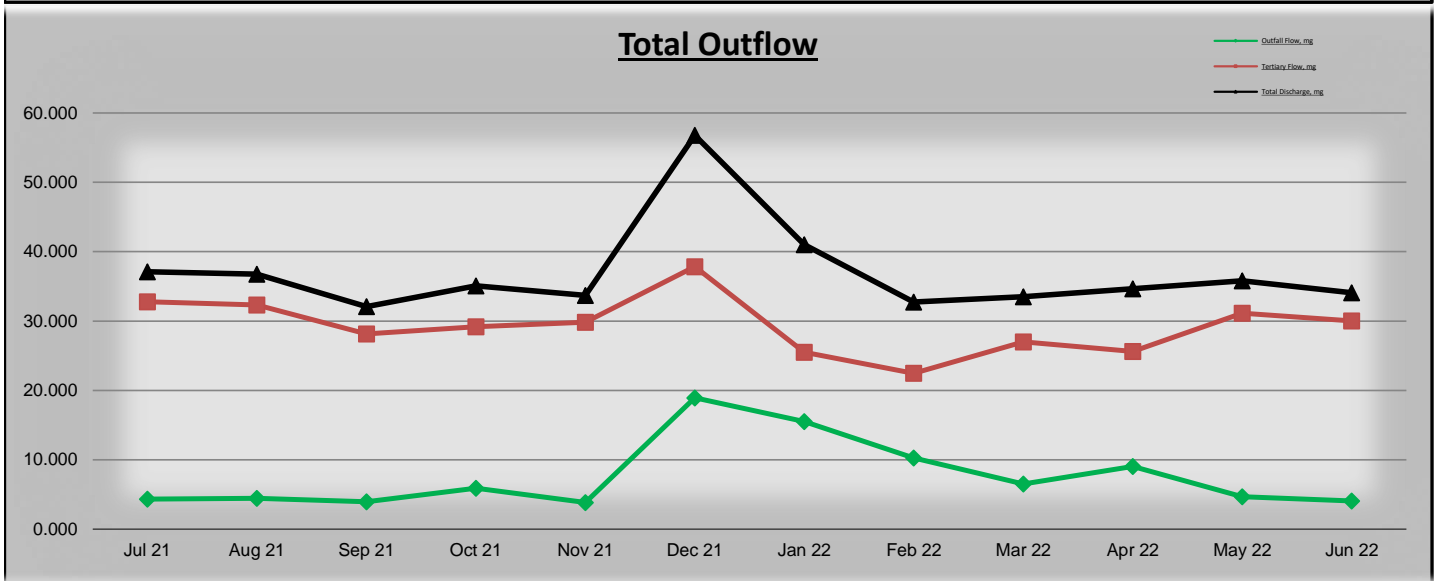
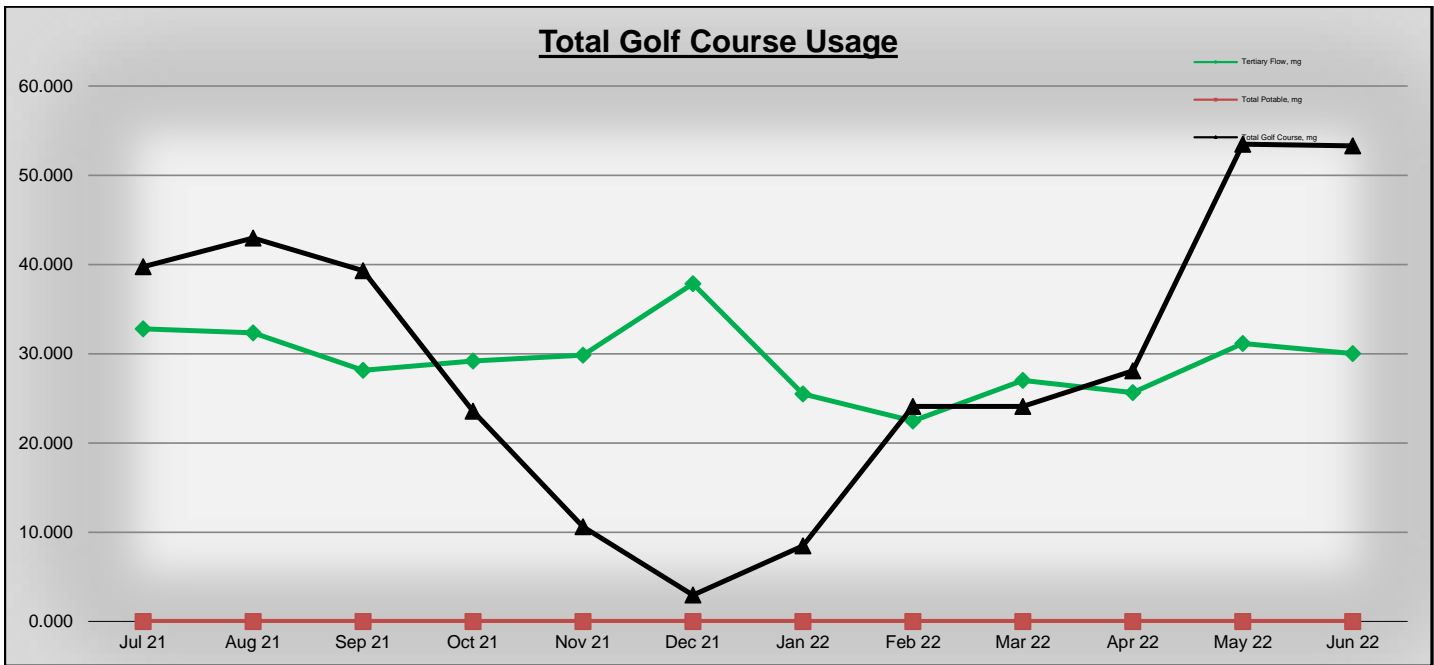
	2021				2022			
	1 QTR	2 QTR	3 QTR	4 QTR	1 QTR	2 QTR	3 QTR	4 QTR
CAWD	1453.87	1327.64	1298.73	1681.53	1409.48	1577.57	N/A	N/A
Reclamation	1984.84	1939.79	1682.65	1887.92	2190.20	1984.97	N/A	N/A

MICROTURBINE SUMMARY

Month	Jun '22 kW-h	May'22	Apr'22	Mar'22	Accumulated Totals
Production, kW-h (2)	0	0	0	24,427	1,225,671.00

(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) Microturbine system off-line due to the gas compressor malfunction.



Wastewater Treatment Facility Operations Report

Report for: May 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	23.071	0.744	0.701	0.831	65.746	117.80	361.33
PBCSD Flow	12.020	0.388	0.368	0.423	34.254	58.83	180.44
Total Plant Flow	35.091	1.132	1.069	1.254	100.00	176.62	541.78
Tertiary Flow	31.153	1.005	0.466	1.168	88.778	131.75	404.14
Ocean Discharge	4.660	0.150	0.107	0.400	13.280	45.74	140.29
Potable Water	0.000	0.000	0.000	0.000	0.000	0.000	0.000

TERTIARY PROCESS HISTORY

Total Annual Reclamation Production (2022)	131.75MG (404.14acre-ft.)
Total Lifetime Reclamation Production (94-22)	9.03 BG (27.71 K acre-ft.)
12 Month Rolling Total Reclamation Production	353.24 MG (1084.10 acre-ft.)

ELECTRICAL COSTS

Monthly Totals	May'22 kWh	Price per kWh	May'22	Apr'22	Mar'22	Feb'22
Secondary	113,931.00	\$ 0.189	\$ 21,534.16	\$ 22,586.54	\$ 17,535.45	\$ 15,984.77
Blowers	55,117.36	\$ 0.192	\$ 10,568.58	\$ 10,018.75	\$ 9,692.95	\$ 6,357.66
CAWD Total	169,048.36		\$ 32,102.74	\$ 32,605.29	\$ 27,228.40	\$ 22,342.43
Tertiary	83,195.68	\$ 0.194	\$ 16,106.49	\$ 15,648.90	\$ 16,666.66	\$ 14,522.02
MF/RO	104,593.00	\$ 0.220	\$ 22,997.64	\$ 18,367.65	\$ 19,014.22	\$ 19,657.48
Reclaim Total	187,788.68		\$ 39,104.13	\$ 34,016.55	\$ 35,680.88	\$ 34,179.50
Adjusted Monthly Totals (1)	CAWD Total		\$ 19,567.36	Reclamation Total		\$ 51,639.51

kW-h Per Acre Foot

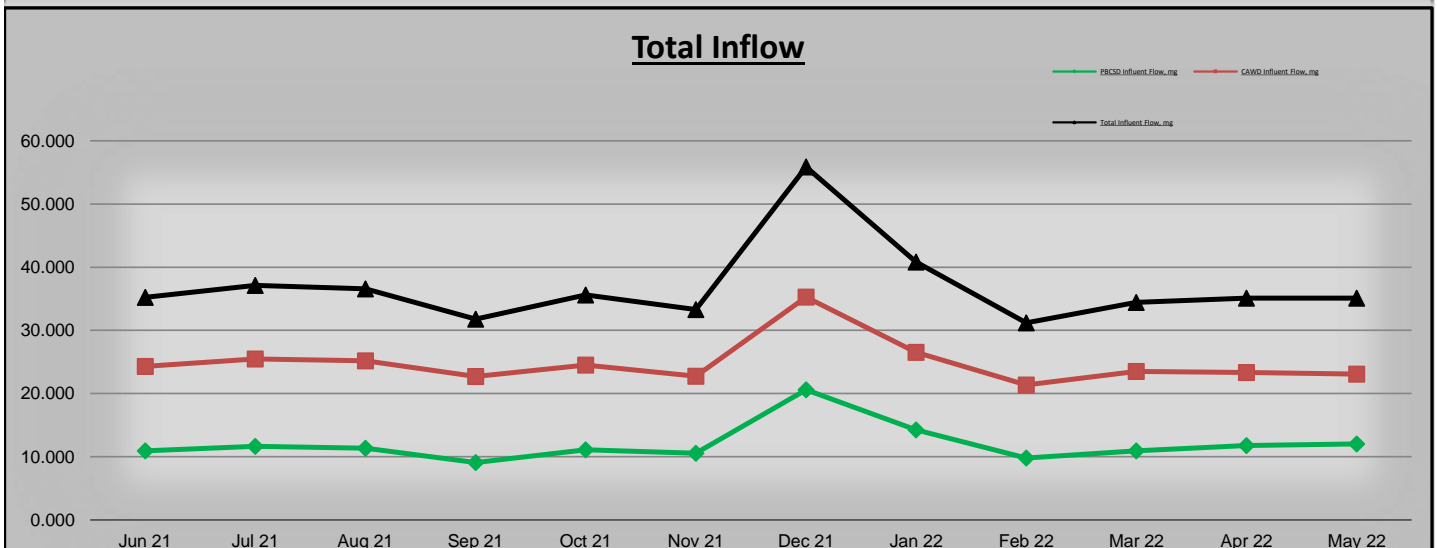
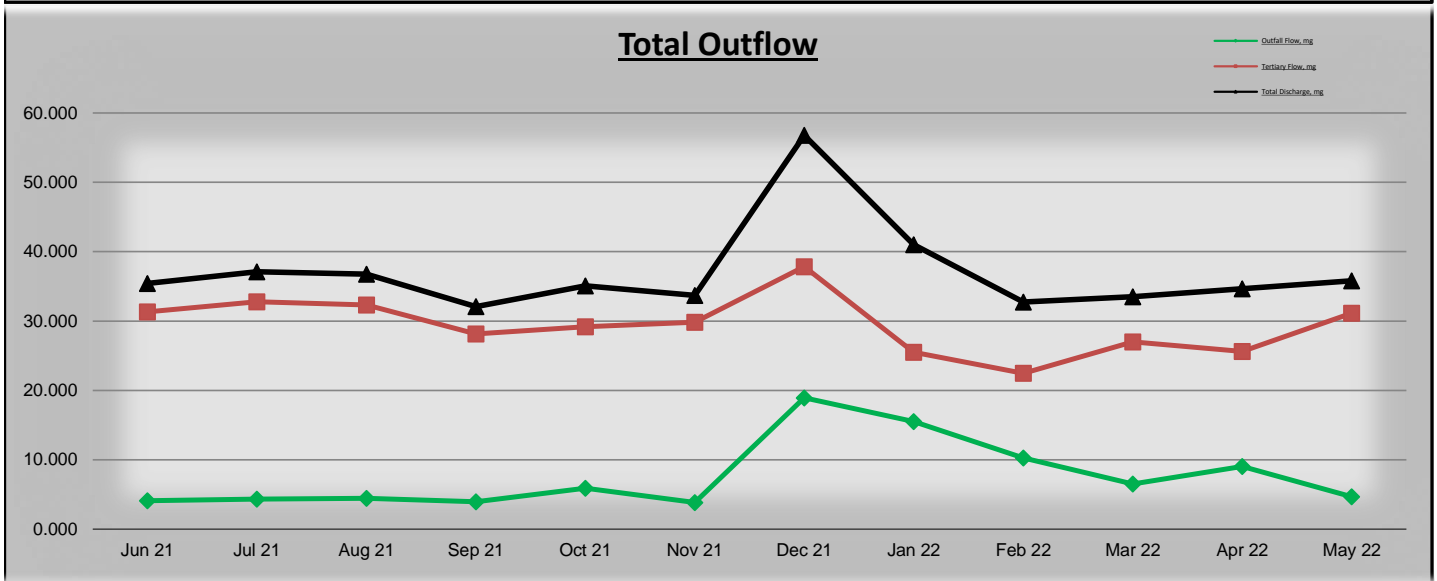
	2021				2022			
	1 QTR	2 QTR	3 QTR	4 QTR	1 QTR	2 QTR	3 QTR	4 QTR
CAWD	1453.87	1327.64	1298.73	1681.53	1409.48	N/A	N/A	N/A
Reclamation	1984.84	1939.79	1682.65	1887.92	2190.20	N/A	N/A	N/A

MICROTURBINE SUMMARY

Month	May '22 kW-h	Apr'22	Mar'22	Feb'22	Accumulated Totals
Production, kW-h (2)	0	0	24,427	22,570	1,225,671.00

(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) Microturbine system off-line due to the gas compressor malfunction.



Wastewater Treatment Facility Operations Report

	HYDRAULIC LOADINGS					2022 YEAR-TO-DATE	
Report for: April 2022	Total Monthly, MG	Avg. Daily, MGD	Min Daily, MGD	Max Daily, MGD	% of Total	MG	acre-feet
CAWD Flow	23.329	0.740	0.751	0.883	66.462	94.72	290.56
PBCSD Flow	11.772	0.392	0.301	0.556	33.538	46.81	143.57
Total Plant Flow	35.101	1.132	1.052	1.439	100.00	141.53	434.14
Tertiary Flow	25.631	0.915	0.000	1.099	73.021	100.60	308.58
Ocean Discharge	9.026	0.301	0.112	1.124	25.714	41.08	126.00
Potable Water	0.000	0.000	0.000	0.000	0.000	0.000	0.000

TERTIARY PROCESS HISTORY

Total Annual Reclamation Production (2022)	100.60MG (308.58acre-ft.)
Total Lifetime Reclamation Production (94-22)	9.00 BG (27.61 K acre-ft.)
12 Month Rolling Total Reclamation Production	354.53 MG (1088.05 acre-ft.)

ELECTRICAL COSTS

Monthly Totals	Apr'22 kWh	Price per kWh	Apr'22	Mar'22	Feb'22	Jan'22
Secondary	122,940.00	\$ 0.184	\$ 22,586.54	\$ 17,535.45	\$ 15,984.77	\$ 11,880.60
Blowers	52,128.96	\$ 0.192	\$ 10,018.75	\$ 9,692.95	\$ 6,357.66	\$ 9,456.60
CAWD Total	175,068.96		\$ 32,605.29	\$ 27,228.40	\$ 22,342.43	\$ 21,337.20
Tertiary	77,094.24	\$ 0.203	\$ 15,648.90	\$ 16,666.66	\$ 14,522.02	\$ 16,423.59
MF/RO	83,588.00	\$ 0.220	\$ 18,367.65	\$ 19,014.22	\$ 19,657.48	\$ 17,709.53
Reclaim Total	160,682.24		\$ 34,016.55	\$ 35,680.88	\$ 34,179.50	\$ 34,133.12
Adjusted Monthly Totals (1)	CAWD Total		\$ 20,034.57	Reclamation Total		\$ 46,587.27

kW-h Per Acre Foot

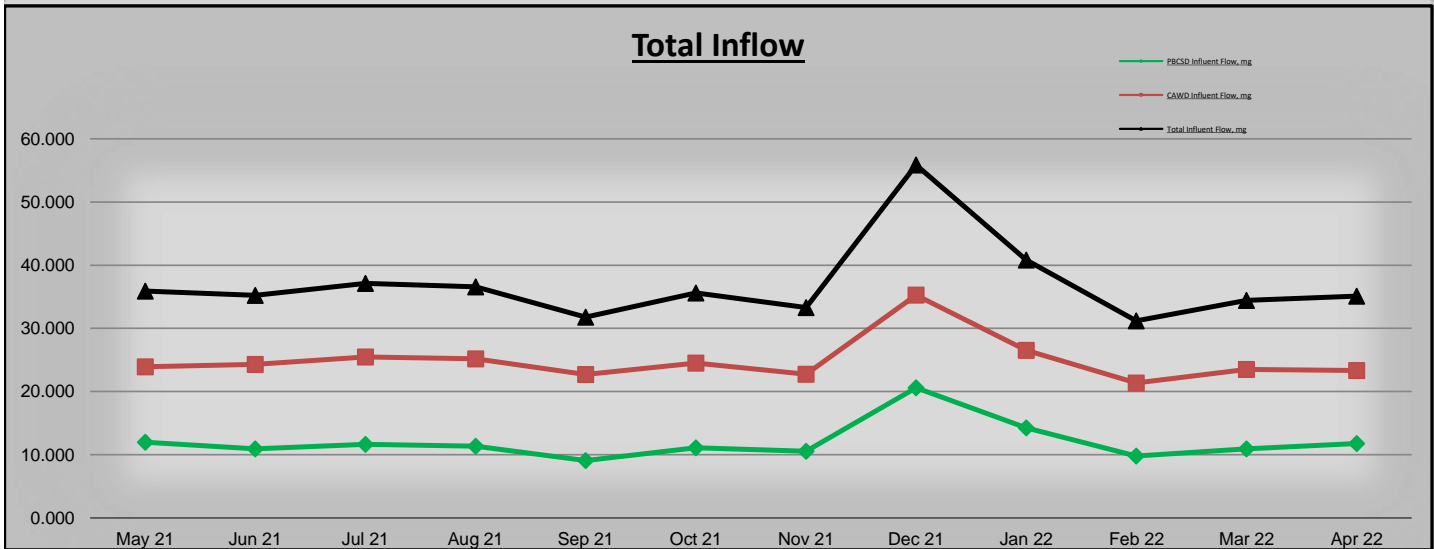
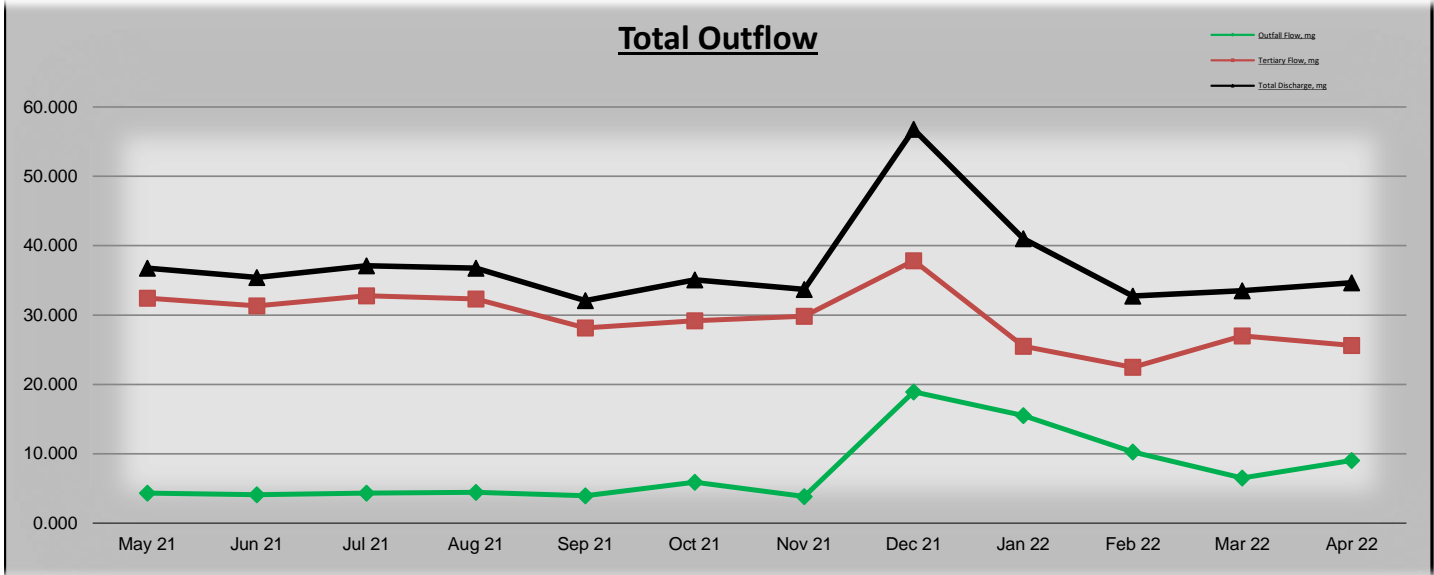
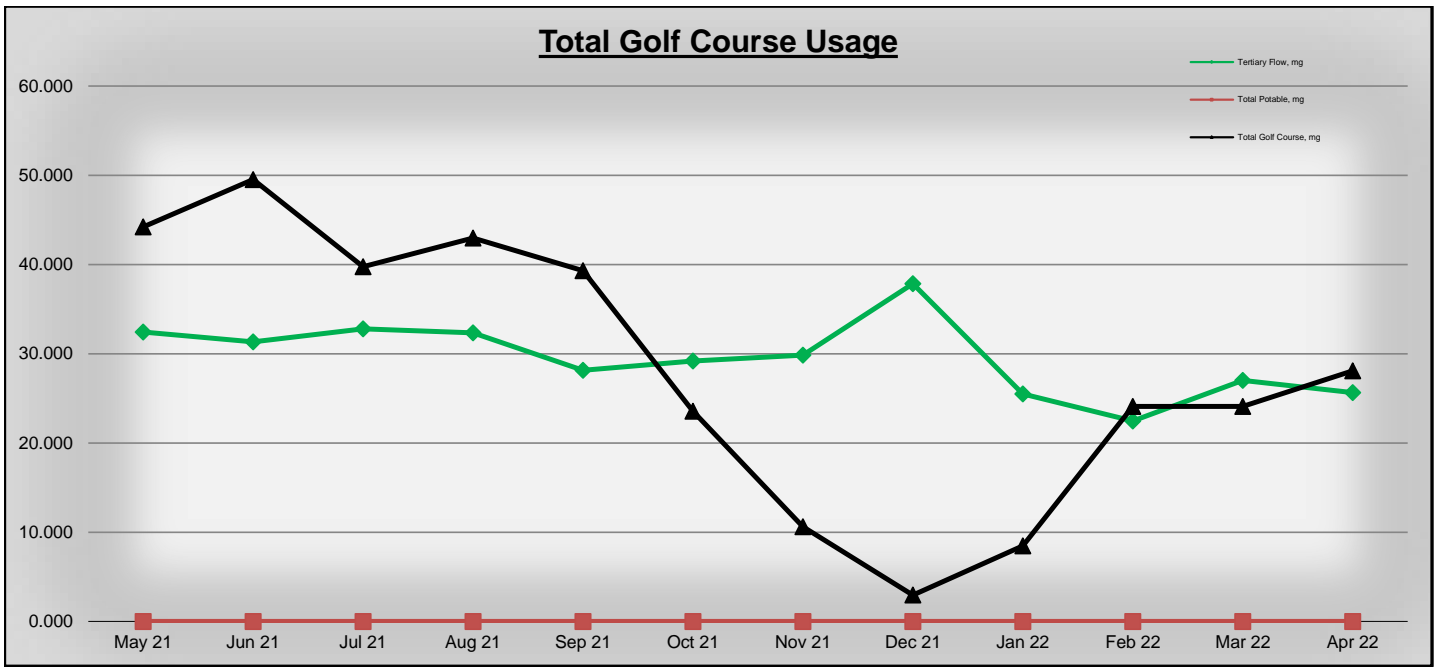
	2021				2022			
	1 QTR	2 QTR	3 QTR	4 QTR	1 QTR	2 QTR	3 QTR	4 QTR
CAWD	1453.87	1327.64	1298.73	1681.53	1409.48	N/A	N/A	N/A
Reclamation	1984.84	1939.79	1682.65	1887.92	2190.20	N/A	N/A	N/A

MICROTURBINE SUMMARY

Month	Apr '22 kW-h	Mar'22	Feb'22	Jan '22	Accumulated Totals
Production, kW-h (2)	0	24,427	22,570	18,128	1,225,671.00

(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) Microturbine system off-line due to the gas compressor malfunction.



STAFF REPORT



To: Board of Directors

From: Ray De Ocampo - Laboratory/Environmental Compliance Supervisor

Date: July 28, 2022

Subject: Monthly Report – June 2022

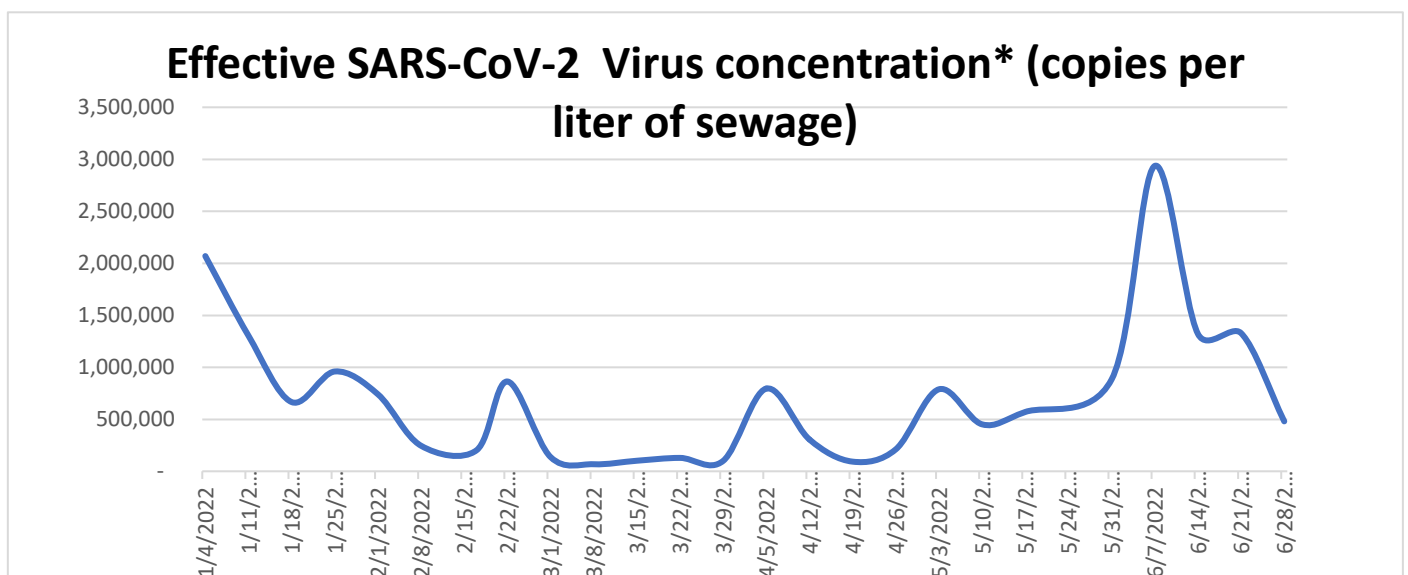
RECOMMENDATION

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: https://www.cawd.org/biobot-analytics-weekly-reports-of-concentration-levels-sars-cov-2#/body_file-e72defec-6488-4185-b5f3-ab45b2fe531e.



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

- Mr. Holland attended the California Water Environment Association Pretreatment, Pollution Prevention, Stormwater (P3S) Conference in Long Beach from June 21-23, 2022. Mr. Holland attended sessions on Per-and Polyfluoroalkyl Substances (PFAS), Pretreatment Inspector training, and Environmental Compliance Inspector (ECI) prep training for the ECI exams.
- On June 30, 2022, Mr. De Ocampo was on a ZOOM meeting with Heather Tohinaka with the International Accreditation Service (IAS) to review the District Laboratory's California Environmental Laboratory Accreditation / The National Institute (ELAP/TNI) renewal.

ENVIRONMENTAL COMPLIANCE REPORT

- On June 14, 2022, the Six Sigma team had a meeting to review the last tasks completed and make new tasks to complete at next meeting in September 2022. Mr. De Ocampo was given the task to video five specific restaurant grease trap lateral lines to determine if the grease traps are containing an excessive amount of fats, oils, and grease (FOG).
- Mr. De Ocampo and the City of Carmel Environmental Compliance Technician started performing the business stormwater inspections.

Restaurant Inspections

Restaurant	Compliant	Reason for Non-Compliance	Comments
Dutch Door Donuts	Yes		
Il Foranio	Yes		
Enzo	Yes		
The Links Club	Yes		
The Catch	Yes		
Anton & Michel	Yes		
Basil	Yes		
Patisserie Boissiere	Yes		
Carmel Giovanni Bistro	Yes		
Flaherty's Fish House	Yes		
Portabella	Yes		
Dametra	Yes		
Alvarado Street Brewery and Bistro	Yes		
Rise and Roam	Yes		
Casanova	Yes		
Carmel Belle	Yes		
AW Shucks	Yes		
Grasings	Yes		
Little Swiss Café	Yes		
Akaoni	Yes		

Restaurant	Compliant	Reason for Non-Reason for Non-Compliance	Comments
Mulligan's Public House	Yes		
Hanagasa	Yes		
Hog's Breath Inn	Yes		
Pangaea Grill	Yes		
Brophy's Tavern	Yes		
La Playa Hotel	Yes		
Flying Fish Grill	Yes		

Grocery Store/Delicatessen Inspections

Grocery Store/Delicatessen	Compliant	Reason for Non-Compliance	Comments
n/a			

Compliance Register

% Compliance	Maintenance	Mechanical
April 2022	100	100
May 2022	77.8	100
June 2022	100	100

Project Number	GL	Task Name	Manager	Start	Finish	Current FY Budget	Cumulative Budget	Status	2021		2022		2023		2024	
									H1	H2	H1	H2	H1	H2	H1	H2
Projects Implementation Plan Schedule																
Treatment Plant Capital Projects																
18-01	1620.000	Elec/Mech Rehab and Sludge Holding Tank Replacement Project	Treanor	4/30/18	7/25/23	\$4,820,750	\$10,946,671	In Construction	Sludge Holding Tank Replacement Project							
18-05	5858.004	PLC/SCADA Programming	Foley	10/8/18	12/31/21	\$0	\$455,807	Complete	PLC/SCADA Programming							
18-28	1626.000	Perimeter Tree Plan and Implementation	Treanor	7/1/19	6/30/26	\$75,000	\$237,897	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	\$9,030	Planning Installation for Aug 2022	Aeration Basin Improvements							
19-18	1593.000	Perimeter Fencing	Treanor	7/1/22	6/29/23	\$275,000	\$200,000	Design Phase	Perimeter Fencing							
22-03		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							
22-06		Vactor Receiving Station	Treanor	7/1/22	8/29/24	\$104,950	\$354,950	Design Phase	Vactor Receiving Station							
22-04	5500.006	CAWD Bridge and Trail Project	Treanor	3/1/21	2/29/28	\$0	\$550	On Hold	CAWD Bridge and Trail Project							
Reclamation Capital Projects																
18-26	14777	Sulfuric Acid and Citric Acid Storage and Feed Systems	Treanor	1/1/19	10/31/22	\$334,000	\$438,743	In Construction	Sulfuric Acid and Citric Acid Storage and Feed Systems							
21-09	14776	SCADA Migration	Foley	11/1/21	10/31/22	\$80,000	\$140,000	In Progress 90%	SCADA Migration							
21-10		Fiber Wrap PVC Pipe	Foley	4/1/22	6/30/22	\$25,000	\$25,000	Pending	Fiber Wrap PVC Pipe							
22-05		Reclamation 15-Year Asset Management Assessment	Treanor	7/1/21	6/30/23	\$300,000	\$50,000	Scoping Work With a Consultant Team	Reclamation 15-Year Asset Management Assessment							
Collections Capital Projects																
19-03	1586.000	Carmel Meadows Sewer Replacement	Lather	8/1/19	1/19/23	\$2,000,000	\$2,014,551	In Design / Permitting	Carmel Meadows Sewer Replacement							
20-07	1636.000	Bay/Scenic Pump Station Rehabilitation	Lather	12/31/20	6/30/23	\$650,000	\$756,726	In Design	Bay/Scenic Pump Station Rehabilitation							
20-08	1635.000	Scenic Rd Pipe Bursting - Ocean to Bay	Lather	2/5/21	6/30/23	\$3,500,000	\$1,280,276	In Design / CEQA	Scenic Rd Pipe Bursting - Ocean to Bay							
21-05	1637.000	Pescadero Creek Area Pipe Relocation	Lather	7/1/21	6/30/23	\$100,000	\$1,700,000	In Design	Pescadero Creek Area Pipe Relocation							
20-06		Collections 15-Year CIP	Lather	7/1/20	7/1/40	\$0	\$62,899,430	Work In Progress	Collections 15-Year CIP							
Collections Non-Capital Projects																
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	\$300,000	Bidding	Manhole Rehabilitation							
Assessment Districts/Annexations																
19-09	5500.005	2020 Sphere of Influence Amendment and Annexation Proposal	Lather	3/15/19	3/1/22	\$0	\$50,000	In process of obtaining CDP Ammendment for annexations in coastal zone	2020 Sphere of Influence Amendment and Annexation Proposal							
18-21	1631.000/2505.000	Corona Road Assessment District	Lather	8/2/18	12/2/22	\$0	\$0	In Design / CEQA	Corona Road Assessment District							
19-08	1632.000	Carmel Valley Manor Pipeline and Pump Station	Lather	7/3/18	6/30/22	\$0	\$0	Re-Design by Property Owner in Progress	Carmel Valley Manor Pipeline and Pump Station							
18-29	9095.000	September Ranch Subdivision	Lather	9/1/22	8/30/24	\$0	\$0	Development Pending	September Ranch Subdivision							
		Rancho Canada Subdivision	Lather	3/1/23	2/27/25	\$0	\$0	In Design by Property Owner	Rancho Canada Subdivision							

Project Number	GL	Task Name	Manager	Start	Finish	Current FY Budget	Cumulative Budget	Status	2021		2022		2023		2024	
									H1	H2	H1	H2	H1	H2	H1	H2
		<u>Other Non-Capital Projects</u>														
		Workforce Now	Foley			\$0	\$0	Implementation								
		Employee Contract Negotiations	Bulkema	3/1/18	3/1/18	\$0	\$0	Complete								
		Real Property Investigation	Bulkema			\$75,000	\$75,000	Evaluation in Progress								
		Cyber Security	Foley			\$17,000	\$17,000	Ongoing								
		Lean Six Sigma	Bulkema			\$0	\$0	Green Belt Level Training and Certification								
22-01	5500.006	Long Term SLR Planning	Bulkema / Treanor	5/3/21	2/29/40	\$260,000	\$1,400,000	In Progress								
				7/3/18	2/27/25	\$0	\$0									

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:
	\$10,946,671	\$4,316,681
Financial:	FY Budget:	FY Spent:
	\$4,820,750	\$2,933,333
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 Cutover Coordination; Steel tank vs concrete design to code	
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.	

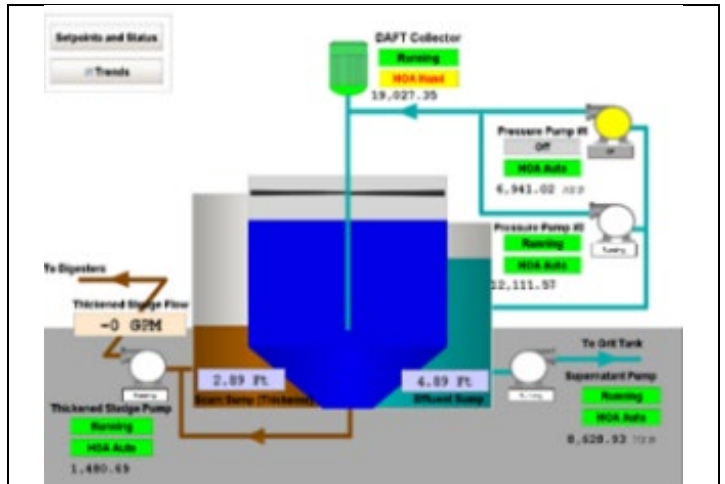


Photo: DAFT SCADA Overview Screen

Project Number: 18-05		
Project Name: Programmable Logic Controller (PLC) and Supervisory Control and Data Acquisition (SCADA) Programming Project		
Project Location: Wastewater Treatment Plant		
Project Manager: Foley		
Status: Complete		
Project Description: During the Phase 1 project a new SCADA software package from Inductive Automation was installed to parallel the existing system. This project includes the migration of the remaining SCADA screens from the legacy system to the new system. The PLC code is also being updated to the CAWD standards that are being developed during this project. This project is necessary to replace obsolete software and hardware so that the automated controls, alarms, and reporting remain accurate and reliable.		
Department: Treatment		
Financial:	Cumulative Budget:	Cumulative Spent:
	\$455,807	\$273,297
Financial:	FY Budget:	FY Spent:
	\$0	\$17,490
Reclamation Share:	Partial Reclamation	
Other Entities:	None	
Permits Required:	None	
Schedule:		
Consultants:	Frisch Engineering	



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:	<table border="1"> <tr> <td>Cumulative Budget:</td> <td>\$237,897</td> <td>Cumulative Spent:</td> <td>\$5,020</td> </tr> <tr> <td>FY Budget:</td> <td>\$75,000</td> <td>FY Spent:</td> <td>\$2,123</td> </tr> </table>	Cumulative Budget:	\$237,897	Cumulative Spent:	\$5,020	FY Budget:	\$75,000	FY Spent:	\$2,123
Cumulative Budget:	\$237,897	Cumulative Spent:	\$5,020						
FY Budget:	\$75,000	FY Spent:	\$2,123						
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 2022; anticipate completion 06-30-26 								
Consultants:	Scott Hall Landscape Design								
Contractor:	TBD								

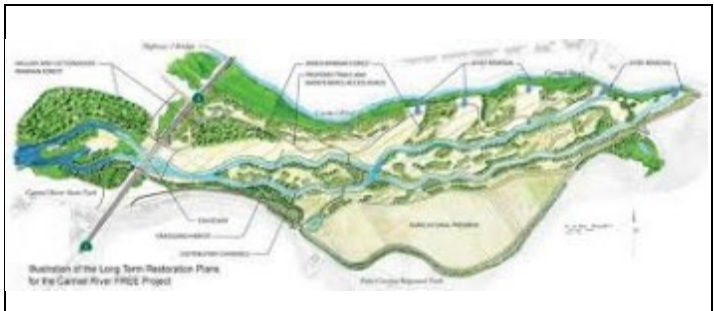


Photo: Carmel River Floodplain Restoration and Environmental Enhancement (CRFREE)

Project Number:	19-21								
Project Name:	Carmel River Floodplain Restoration & Environmental Enhancement (CRFREE) Mitigation								
Project Location:	Carmel River Lagoon								
Project Manager:	Treanor								
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:	<table border="1"> <tr> <td>Coastal Conservancy Grant Budget:</td> <td>\$750,000</td> <td>Cumulative Spent:</td> <td>\$618,569</td> </tr> <tr> <td></td> <td></td> <td>FY Spent:</td> <td>\$130,756</td> </tr> </table>	Coastal Conservancy Grant Budget:	\$750,000	Cumulative Spent:	\$618,569			FY Spent:	\$130,756
Coastal Conservancy Grant Budget:	\$750,000	Cumulative Spent:	\$618,569						
		FY Spent:	\$130,756						
** 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: Planning Installation for 2022		
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:	Cumulative Spent:
	\$17,332	\$17,332
Financial:	FY Budget:	FY Spent:
	\$0	\$8,302
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 2022 	
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 Phase		
Project Description: Install a new fence around the perimeter of the WWTP.		
Department: Treatment		
Financial:	Cumulative Budget:	Cumulative Spent:
	\$200,000	\$0
Financial:	FY Budget:	FY Spent:
	\$275,000	\$0
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	\$0
Financial:	FY Budget:	FY Spent:
	\$100,000	\$0
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:	Treanor	
Status:	On Hold	
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, Catholic Diocese, City of Carmel-by-the-Sea, Regional Parks District	
Permits Required:	TBD	
Challenges:	Underground work in riparian area	
Schedule:	Pending an application for grant funding.	
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 Collections Dept disposal of waste collected in the vactor truck.	
Department:	Treatment	
Financial:	Cumulative Budget: \$354,950	Cumulative Spent: \$0
	FY Budget: \$104,950	FY Spent: \$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:		Treanor	
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:	
	\$438,743	\$68,743	
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:	Construction 2021/2022		
Consultants:	Trussell Technologies, Inc		
Contractor:	Monterey Peninsula Engineering		

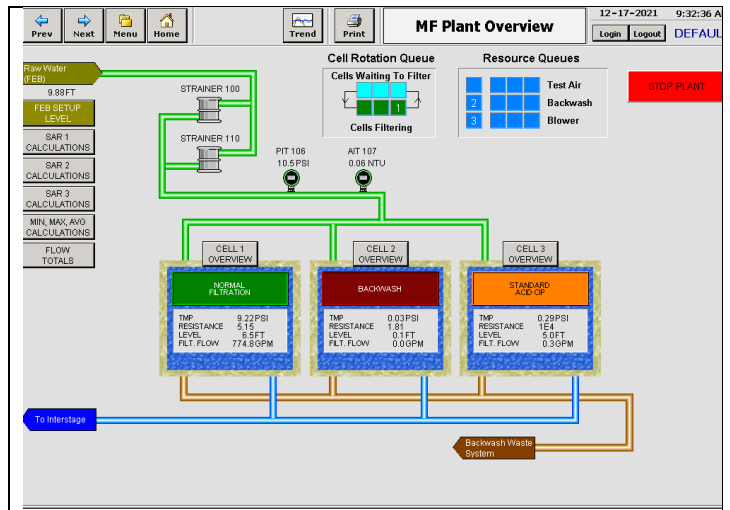


Photo: Microfiltration SCADA Overview

Project Number:		21-09	
Project Name:		Reclamation Supervisory Control and Data Acquisition (SCADA) Migration Project	
Project Location:		Reclamation Plant	
Project Manager:		Foley	
Status:		In Progress 90%	
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:	
	\$140,000	\$99,075	
Financial:	FY Budget:	FY Spent:	
	\$80,000	\$30,827	
Reclamation Share:	100%		
Other Entities:	Reclamation Project		
Permits Required:	None		
Challenges:	Structure of old Programming		
Schedule:	Work started in December 2021		
Consultants:	Frisch Engineering		

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: In Design / 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:
	\$2,014,551	\$471,949
Financial:	FY Budget:	FY Spent:
	\$2,000,000	\$107,398
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 by 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 SCADA panel to remove from areas prone to flooding.		
Department: Collections		
Financial:	Cumulative Budget:	Cumulative Spent:
	\$756,726	\$30,892
Financial:	FY Budget:	FY Spent:
	\$650,000	\$24,165
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 06-23
Consultants:		SRT
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: \$231,786
	FY Budget:	FY Spent: \$151,510
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 06-23
Consultants:		MNS, Rincon
Contractor:		Pending

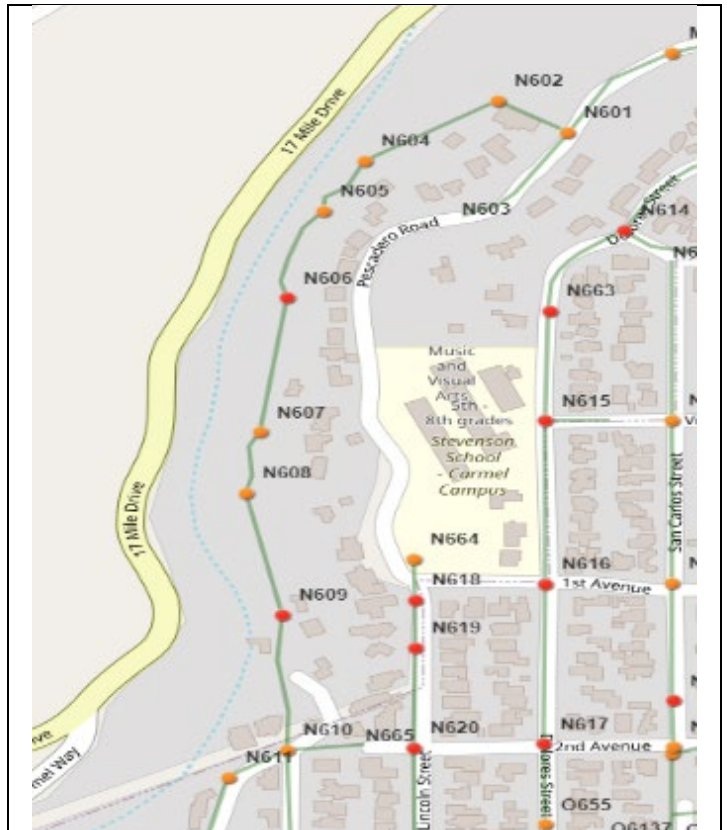


Photo: Sewer Line at Pescadero Creek

Project Number:		21-05
Project Name:		Pescadero Creek Area Pipe 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: \$89,236
	O&M FY Budget:	FY Spent: \$89,236
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 2022/23.
Consultants:		MNS, Denise Duffy
Contractor:		TBD

Category	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	Total
1 Capital Shareholdings (Total Costs)	\$1,000,000											\$1,000,000
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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	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-see project #20-05	
Permits Required:	none	
Challenges:	Need all pipeline 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 has completed all of the 1,478 District manholes for the 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	

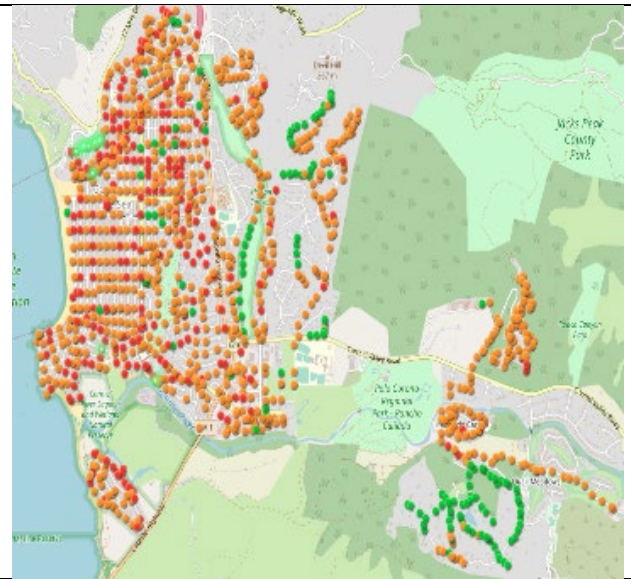


Photo: Manhole Inspection Map

Project Number: 21-06		
Project Name: Manhole Rehabilitation		
Project Location: Collection System		
Project Manager: Lather		
Status: Bidding		
Project Description: Line Manholes 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:
	\$300,000	\$0
	22/23 FY Budget:	FY Spent:
	\$362,300	\$0
Reclamation Share:	0%	
Other Entities:	N/A	
Permits Required:	none	
Challenges:	Traffic control	
Schedule:	Complete by 06-23	
Consultants:	none	
Contractor:	TBD	

Assessment Districts/Annexations

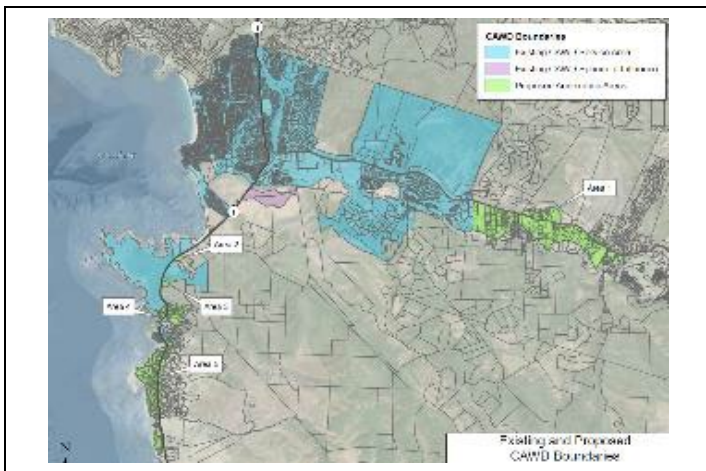


Photo: Areas of Potential Annexation

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: \$105,000 (55K+50K)	Cumulative Spent: \$73,675
	FY Budget: \$0	FY Spent: \$17,230
** 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	

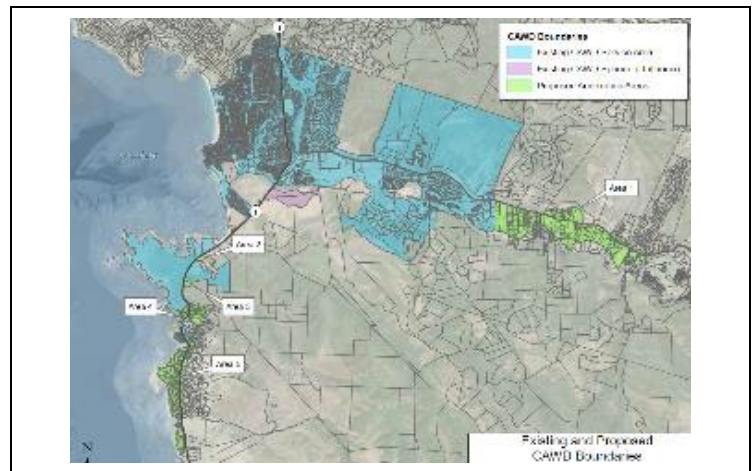


Photo: Areas of Potential Annexation

Project Number: 18-21		
Project Name: Corona Road Sewer Assessment District		
Project Location: Collection System		
Project Manager: Lather		
Status: In process of completing an Assessment Engineer's report, Coastal Permit application and environmental documents.		
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: \$
	FY Budget: \$0	FY Spent: \$
** No Budget included for project because the initial costs were funded by Corona Road residents.		
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 September	
Consultant:	Denise Duffy & Associates and Monterey Bay Engineers	

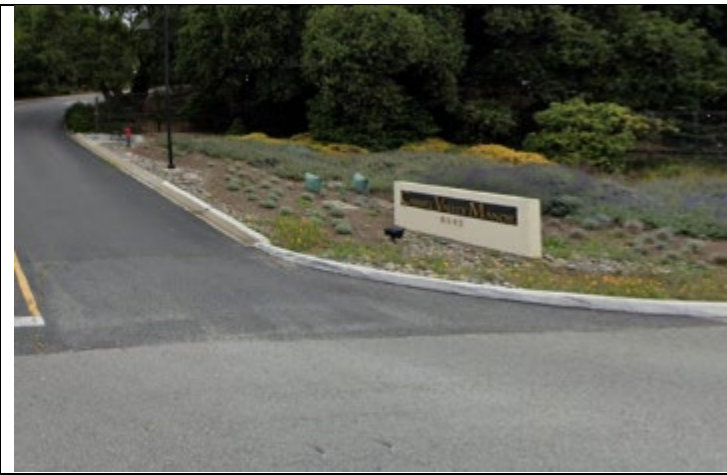


Photo: Entrance to Carmel Valley Manor

Project Number:	19-08	
Project Name:	Carmel Valley Manor Pipeline and Pump Station	
Project Location:	Collection System	
Project Manager:	Lather	
Status:	Re-Design by Property Owner in Progress	
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:
	FY Budget:	FY Spent:
	\$0	\$180
	\$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	
Schedule:	Anticipate implementation in the Summer 2022 – scouting vendors	
Consultants:	ADP	



Photo: Handshake

Project Number:	N/A	
Project Name:	Employee Contract Negotiations	
Project Location:	Administration	
Project Manager:	Barbara Buikema	
Status:	Complete	
Project Description:	Bi-annual negotiations with Employee Groups	
Department:	Administration	
Financial:	Cumulative Budget:	Cumulative Spent:
	\$0	\$0
Financial:	FY Budget:	FY Spent:
	\$0	\$0
Schedule:	Ratification of employee MOU approved June 30,2022	
Consultants:	None	



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:	12 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 was installed March 2022.	
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	\$2,000	
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. Bringing a Wastewater Treatment Plant Alternatives Planning Assistance consultant services contract to the Board in May 2022.	
Department:		Administration	
Financial:	Cumulative Budget:	Cumulative Spent:	
	\$1,400,00	\$ 0	
Financial:	FY Budget:	FY Spent:	
	\$260,000	\$0	
Permits Required:		In response to California Coastal Commission	
Challenges:		Establishing focus on long term objectives and committing to follow through items.	
Schedule:		WWTP Relocation Alternatives on May 2022 agenda	
Consultants:		Greeley & Hansen	

STAFF REPORT

To: Board of Directors
From: Ed Waggoner, Operations Superintendent
Date: July 28, 2022
Subject: Monthly Operations Report – June 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 June. This included the implementation of the Operations Flood Preparation Standard Operating Procedures from the Plant Engineer.
- (Project #18-05) Programmable Logic Controller/Supervisory Control and Data Acquisition (PLC/SCADA). Operations staff has been meeting and working with Maintenance and Frisch Engineering on the upgrades and programming of the PLC/SCADA System.
- Operations Superintendent working with Human Resources Consultant on filling the Operator I-II position vacated by Jason Veile in May. In person interviews the Operator I-II will be scheduled for late July or early August.

Reclamation:

- Staff continued preventative maintenance work on pumps, motors, and any equipment that needs maintenance for the Microfiltration and Reverse Osmosis Systems.
- Staff completed Clean-in-Place (CIP) cleans on Microfiltration (MF) Cells 1, 2 and 3. All cells cleaned successfully with Trans Membrane Pressures (TMPs) pressures ranging between 1.8 to 6.5 pounds per square inch (psi).
- Site visit by Charles Wardle from Torey Membranes to check on operational status of Torey Membranes in the Reverse Osmosis System on June 23.

Training:

- June 15th the Operations Superintendent attended an online training online seminar for Innovative Nutrient Removal Technologies hosted by the Water Environment Federation.
- Staff continues 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 continues to participate in scheduled tailgate safety meetings in the digester building conference room.

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 June 14, 2022, The Six Sigma team for Source Control met to review the latest assigned tasks completed and assigned new tasks to Source Control for the next meeting in September 2022.
- June 24, 2022, Operations staff attended a conference call with Trussell Technologies on reviewing the operational performance of the Microfiltration and Reverse Osmosis Systems.
- (Project #18-01) A 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 was one Reclamation Permit 93-72 discharge violation for the month of May 2022. The low Chlorine level violation for Reclamation was addressed by staff at the May Board meeting. Staff attached the letter to the Central Coast Regional Water Quality Control Board to refresh Board members and answer any new questions on the low Chlorine Residual requirements of 5 mg/L.
- There were no violations of the National Pollutant Discharge Elimination System (NPDES) Number CA0047996, Order No. R3-2014-0012 within the month of May 2022.

FUNDING-N/A-Informational item only



District Carmel Area Wastewater

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
Charlotte F. Townsend
Ken White

Attention Peter VonLangen,

This is the follow up report of the telephone call from Kevin Young Operations Supervisor of Carmel Area Wastewater District on May 11, 2022.

Permit Violation:

The WDR order No. 93-72 (B) Reclamation Specifications, Section 5 states, "Chlorine residual in reclaimed water shall equal or exceed 5 mg/L, as measured within the chlorine contact zone at the end of the chlorine contact chamber" for Carmel Area Wastewater District (CAWD).

Chloramine System Events:

May 9, 2022 the reclamation system was shut down due to a shortage of Ammonium Hydroxide resulting from the supply vendor not having enough truck drivers for the number of daily deliveries scheduled that day. The Ammonium Hydroxide vendor rescheduled delivery for May 10, 2022.

Note: when CAWD staff shut down the reclamation treatment process, many of the warning alarms were disabled to prevent nuisance alarms overnight for on-call staff.

CAWD staff at 12:30 pm. on May 10, 2022 after receiving Ammonium Hydroxide for the Chlorination system and during the Chloramine system start-up, staff experienced about 60 minutes of time where the Ammonium Hydroxide pumps were not dosing correctly into the Chlorine contact channels due to air being purged from the pumping system from the previous days shut down. The air purging problem was remedied, and chemical dosing resumed as normal.

A consequence of the lack of Ammonium Hydroxide being properly dosed, the Initial Combined Chlorine Residual was erratic. However, the Combined Chlorine Residual became stable once the Ammonium Hydroxide pumps were operating correctly.

Permit Violation Events:

At 1517 hours on May 10, 2022 the Final Chlorine residual went below 5 mg/L as trended on the Supervisor Control and Data Acquisition (SCADA) because of the lack of Ammonium Hydroxide dosage. Trending shows the Chlorine residual lowest value as 1.69 mg/L for this first event.

This situation reoccurred from 2050 until 2230 hours as trended on SCADA. Trending shows the Chlorine residual lowest value as 1.99 mg/L for this second event.

Alarm Notification Events:

The on-call operator was not notified of any alarms from the Reclamation facility till 1745 hours when receiving a Zone 3 via First Alarm. Based on the alarm log listed in Ignition, it was for a Low pH alarm condition.

The on-call operator accessed SCADA remotely to determine the problem and any corrective actions. It was recognized that a low pH alarm existed but noticed the reclaim pumps were still sending water to the Poppy Hills storage tank. The operator attempted to manipulate the reclaim pump start/stop control set points to stop the pumps, but the pumps failed to stop.

The operator returned to the plant and manually turned off the reclaim pumps. After manually checking the pH in the reclaim wet well, the on-line meter was found to be reading low. The on-line meter was reading 6.4 pH and the water tested at 6.7 pH thus the water was within the WDR requirements of ≥ 6.5 pH thus no violation for this parameter.

The operator then realized when reviewing the process trend history that there was a low Final Chlorine residual condition that had existed, but he had not received any notification from either First Alarm or Ignition. By the time the operator arrived at the plant for the pH alarm, the low Final Residual condition had already corrected itself thus no alarm was present.

The on-call operator reviewed the RS view alarm Enable/Disable screens for the Low Final residual, and it was enabled on RS View. The operator then contacted his supervisor to discuss the situation. The plant superintendent was then texted, and the violation was verified the next morning after further review through SCADA.

SCADA Notification Failure:

There were two primary causes for the on-call operator not receiving any notification for the Low Final Residual alarm condition which resulted in the discharge violation:

1. The operator assigned to the Reclamation Facility didn't enable all the required alarms on both RS View and Ignition SCADA platforms after the system was placed back into operation at the end of the day thus no notification was sent to operational staff and/or to the on-call Operator for the low Final Chlorine residual.

2. As part of the Reclamation SCADA upgrade Frish Engineering had set-up many of the alarm blocks for Reclamation from RS View (old SCADA platform) to Ignition (new SCADA platform) as part of the SCADA upgrade. It was operations understanding that these alarms run in parallel (with both RS View and Ignition) thus if either SCADA system receives an alarm the operation staff would be notified. This did not happen on the day in question.

In addition, when Frish Engineering set-up the alarm (enable/disable) functions they made it where the alarm set points affected the process control (was not that way in the past) and not used only for alarm notification purposes.

The previous SCADA programming was set-up to where if the alarm was in the disabled mode, the PLC would continue to automatically turn off the required equipment to prevent any out of compliance water quality event from discharging from the facility. This would ensure that no out of water quality parameters would cause a discharge violation of Carmel Area Wastewater District Discharger Permit.

Corrective Measures:

1. CAWD staff has updated the Standard Operating Procedures (SOP) to ensure all system start-up requirements are met and all process alarms are enabled. This includes a new operational check list and training as part of the SOP's.
2. Reclamation duty operator on May 10, 2022 has received updated training on system start-up, chemical injection, and was assigned the task for updating the SOP's. Management has reviewed and approved the SOP update.
3. The recent alarm Enable/Disable function for the upgraded SCADA system is being reviewed by CAWD staff and Frish Engineering to prevent any future alarm condition from not shutting down the processes.
4. Due to the recent Ammonium Hydroxide supply issues CAWD staff in investigating the possibility of increasing the existing on-site storage as a long-term goal. Engineering review is currently under way.
5. CAWD staff and Frish Engineering have corrected the control programming issue related to the reclaimed pump level control. This has been field tested and is operating correctly.

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: July 28, 2022

Subject: Monthly Maintenance Report – June 2022

RECOMMENDATION

Receive Report- Informational only; no action required.

DISCUSSION

Maintenance Projects in Progress/Completed

- Bryan Mailey Electric replaced all the control fuse holders in the reverse osmosis (RO) control panels. The fuse holder for the RO feed pump on train C was causing an intermittent shutdown every few weeks. Once the problem was solved the decision was made to replace all the fuse holders to prevent future intermittent equipment failures.
- (Project 21-09) Update 1: Work is continuing on the reclamation Supervisory Control and Data Acquisition (SCADA) project with Frisch engineering. Draft screens have been completed for the tertiary and microfiltration/reverse osmosis common equipment. Project is at 90% completion and awaiting additional programming from the reverse osmosis programmer to identify specific alarm bits in the Programmable Logic Controller.
- The Variable Frequency Drive (VFD) for the dewatering filtrate was programmed and is in the testing phase. The VFD will allow operations staff to meter belt press filtrate flow versus sending a larger volume of flow all at once. This provides more consistent ammonia loading in the treatment plant.

- The VFD for RO train B failed on overtemperature. This VFD was recently installed to replace the original RO Train B VFD. The original VFD was repaired and placed in the spare inventory so it was re-installed and train B is back in service. Staff repaired the VFD that failed on overtemperature and is sending it in for testing since we do not have the specialized test equipment.
- The metal tray support for the belt press failed due to corrosion. It was repaired by Coastal Fabrication. The belt press is still in overall good condition, but has some corrosion that will require rehabilitation in the next 2 years.

Upcoming Maintenance Projects

- The microturbine gas compressor is scheduled for startup the week of July 18th.
- (Project 18-01) Staff is working with Frisch Engineering on the programming for the new influent and headworks equipment. The draft PLC program has been completed and the SCADA screens are under development. The new SCADA screens will reflect the updated equipment and connect to the new PLC program.

Staff Development

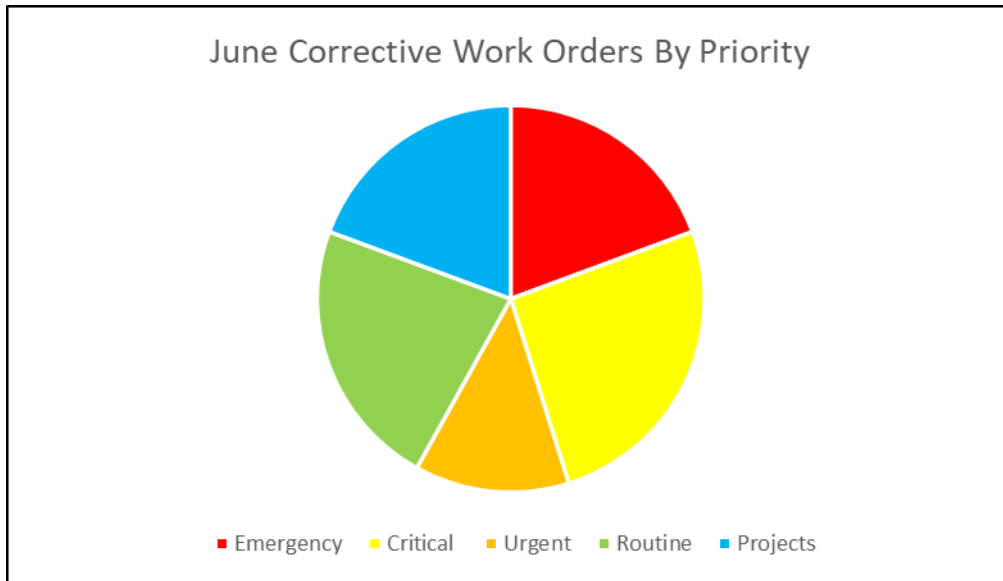
- Greg Ange completed 2-day National Fire Protection Association 70E Electrical Safety class.
- Michael Skinkle completed 2-day National Fire Protection Association 70E Electrical Safety class.
- Michael Skinkle passed the California Water Environment Association Mechanical Technologist Grade 4 exam.

Work Order Metrics

Preventive Maintenance

Total Work Orders Generated	221
Total Work Orders Closed/Done	188
Total Work Orders Still Open	33
Percentage of Work Orders Completed	85.07%

Corrective Maintenance



Emergency	6
Critical	8
Urgent	4
Routine	7
Projects	6

FUNDING

N/A- Informational item only

STAFF REPORT

To: Board of Directors
From: Rachél Lather, Principal Engineer
Date: June 30, 2022
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 month of June 2022.

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 engineer, Monterey Bay Engineers, Inc. has completed surveying the project site and the environmental/permitting process has begun. The engineer is also moving forward with updating the draft assessment engineer's report per the suggestions given by the bond counsel, Jones Hall and has been developing easement documents for the project and obtaining easement agreements with 2 property owners for the pump station location and access.

Carmel Valley Manor (CVM) is continuing to work on their project to connect to the District and have completed realignment of their pipeline. It is our understanding that they plan to start construction in September 2022. The engineer has not received a completed Sewer Installation Agreement from CVM.

The Principal Engineer has contacted the September Ranch developer, Mark Abrahams, CEO of the Carmel Reserve LLC because we were informed that they are bidding the construction of the subdivision. Mr. Abrahams and his attorney have provided comments to the draft Sewer Installation Agreement with the District and these comments/changes have been forwarded to CAWD's attorneys for comment. In addition, the Rancho Cañada Village developer was provided a copy of the draft Sewer Installation Agreement, but the District Engineer has not received comments from them.

FUNDING

N/A- Informational item only

Resolutions

STAFF REPORT



To: Board of Directors

From: Chris Foley, Maintenance Superintendent

Date: July 28, 2022

Subject: 2022-23 Service Contract with Bryan Mailey Electric

RECOMMENDATION

It is recommended that the Board of Directors adopt a sole source resolution authorizing the General Manager to enter a minor services contract with Bryan Mailey Electric in an amount not to exceed \$120,000 for the fiscal year 2022-23 for contract electrical maintenance work.

DISCUSSION

The District has had a very successful relationship with Bryan Mailey Electric performing maintenance items and small projects. There is always electrical maintenance and small upgrades to be completed, but it is not enough to justify a fulltime internal position. A service contract is the best solution so that the work is consistent and efficient.

Planned items for fiscal year 2022-2023.

- Electrical Preventative and Predictive maintenance for pump stations, reclamation and treatment plant.
- Removal and investigation of obsolete equipment and wiring in support of Electrical and Mechanical Rehabilitation Capital Project.
- Reclamation Variable Frequency Drive replacements.
- Troubleshooting and repair of electrical equipment in pump stations and the treatment plant.
- Replacement of treatment plant instrumentation in coordination with instrumentation technical support.

This approach has provided significant savings by leveraging our internal engineering and project management to coordinate electrical work. Staff would like to continue this approach so that the District can continue to maintain and replace its assets in the most efficient manner and with the highest quality.

Qualified industrial electrical firms are still difficult to find and there is an overall lack of skilled industrial electricians in the Monterey Bay area. Bryan's hourly rate is less than other firms and he has the required availability. The hourly rate has not increased for fiscal year 2022-2023 and still is the lowest bid for time and material for the District.

The District is also able to provide most of the material, which results in significant cost savings by avoiding the contractor markup.

By utilizing a "not to exceed" time and material contract, staff can issue one contract while still managing the budget through the District work order and purchase order system.

Electrical project bids will continue to be publicly advertised if they exceed the \$15,000 public bidding threshold.

FUNDING

The 2022-23 \$80,000 Treatment Plant O&M budget.

The 2022-23 \$20,000 Reclamation O&M Budget

The 2022-23 \$20,000 Collections O&M Budget

RESOLUTION NO. 2022-43

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A CONTRACT WITH MAILEY ELECTRIC FOR ELECTRICAL SERVICES IN FISCAL YEAR 2022-23 IN AN AMOUNT NOT TO EXCEED \$120,000

-oOo-

WHEREAS, the District requires the services of a qualified electrician on an ongoing basis for various projects at the treatment plant facility and the pump stations; and

WHEREAS, the District has vetted various local electrical firms and has determined that Mailey Electric has the necessary expertise and has been well satisfied with their work to date; and

WHEREAS, staff has determined the District would be better served by a "not to exceed" contract, which contains defined insurance requirements, permitting and payment requirements; and

WHEREAS, the benefit of having an electrical firm on contract will increase efficiency and ensure that we are able to schedule work involving electrical needs in advance.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Carmel Area Wastewater District, which is convinced by the staff report on July 28, 2022, that this proposal has merit and hereby authorizes the General Manager to enter into a contract with Mailey Electric for fiscal year 2022-23 in an amount not to exceed \$120,000.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on July 28, 2022, by the following vote:

AYES: BOARD MEMBERS:
NOES: BOARD MEMBERS:
ABSENT: BOARD MEMBERS:
ABTAIN: BOARD MEMBERS:

Ken White, President of the Board

ATTEST:

Domine Barringer, Secretary to the Board

STAFF REPORT



To: Board of Directors
From: Daryl Lauer, Collections Superintendent
Date: July 28, 2022
Subject: Proposed Plumbing Permit/Inspection Fee Revision

RECOMMENDATION

It is recommended that the Board of Directors adopt a resolution authorizing a revision of the District's Permit/Inspection to a three-tiered fee schedule effective August 1, 2022 as follows:

Tier 1	On property inspection	One visit	\$130
Tier 2	Street opening / encroachment	Two visits	\$250
Tier 3	New development / connection	Multi visits & review of plans	\$1,700 (Retainer)

DISCUSSION

Staff restructured the District's Permit/Inspection to a three-tiered fee schedule in 2018 to accurately capture the cost of performing the service. The proposed increase in fees would capture the cost-of-living adjustment (COLA) of 3.8% for a total of 3.8% plus other commodity/vendor increases. Note, it has been the District practice to round the fee to the nearest \$5.00 increment.

A brief history of the District's Permit Inspection fee is that it was established in June 1971 under Ordinance No. 54 at \$25. In April 1985 it was increased to \$75 under Ordinance No. 85-1. Ordinance No. 85-1 specifically provides for modification of the fee by resolution, without the necessity of amending the ordinance. Resolution 2014-08 in March 2014 provided for a fee increase to \$100.

Resolution 2014-08 in June 2018 was restructured to a three-tier fee schedule to better capture all costs. Tier 1 was \$110; Tier 2 was \$225, and Tier 3 was \$1700. Resolution 2020-48 in July 2020 was adopted increasing Tier 1 to \$115; Tier 2 \$235 and Tier 3 to \$1700. Resolution 2021-44 was adopted in July 2021 increasing Tier 1 to \$120; Tier 2 \$240 and Tier 3 to \$1700.

Estimated cost of service delivery as follows:

I. Tier 1 Permit/Inspection service is as follows: One visit

Collection Labor (30 min – 50% Superintendent/50% staff)	\$52.67
Admin Labor (20 min)	\$41.42
Truck	\$19.00
Other (Fuel, infrastructure, computer network, power, office supplies)	\$15.00
Total	\$128.09

The proposed Tier 1 encompasses 45-47% of the permits written. The Collection Department labor includes one site visit by either the Superintendent or one of his staff members.

Recommendation: \$130

II. Tier 2 Permit/Inspection service is as follows: Two visits

Collection Labor (90 min)	\$158.05
Admin Labor (20 min)	\$41.42
Truck	\$38.00
Other (Fuel, computer network, Power, office supplies)	\$15.00
Total	\$252.47

The proposed Tier 2 permit includes any that require an incursion into the public right-of-way. It provides for two site visits by staff. Historical records indicate that approximately 50% of the permits written will fall into this category.

Recommendation: \$250

III. Tier 3 Permit/Inspection service is as follows: Multi visits

Collection Labor (90 min)	\$158.05
Admin Labor (20 min)	\$41.42
Accountant Labor (30 min)	\$56.89
Truck	\$38.00
Other (fuel, computer network, power, office supplies)	\$15.00
Engineer planning/review hourly rate (estimate 10 hrs.)	\$1,642.60
Total	\$1,951.96

The Tier 3 permit fee typically represent 5% or less of total permits issued. This category is intended to capture new connections or jobs that present unique situations and require engineering assistance. It has long been our policy that all new connections or permits involving significant construction are referred to the District Principal Engineer. The ten-hour estimate is based on our historical records from prior new connections and other unique jobs.

The District will track hours in ICOMM and at the end of the job will either refund any excess or, if necessary, bill for any shortage. During year 2019, 2020, 2021 and 2022 there has not been any plan reviews that have exceeded the previous fee of \$1,700.

Recommendation: \$1,700

Labor costs are based on average compensation and benefits of the current staff. Truck cost was derived from the average cost in the rental market to use a truck for a ½ hour minimum.

A comparison of CAWD’s Permit/Inspection fees for Tier 1 & 2 with other local agencies on the Monterey Peninsula is as follows:

PBCSD	\$150
Marina	\$109
Monterey	\$128
Pacific Grove	\$138
Seaside	\$260

FISCAL IMPACT

Using FY 2021 as a representative or “typical” year, there were 346 permits issued. The FY 2021 revenue received from plumbing permits was \$67,165. Under the proposed increase of \$10.00 per permit, over roughly 300 permits would result in an additional \$3,000 in revenue in FY 2022-2023.

RESOLUTION NO. 2021-44

A RESOLUTION REVISING THE FEE FOR THE PLUMBING PERMIT/INSPECTION AS ADOPTED BY ORDINANCE NO. 85-1 COMMENCING AUGUST 1, 2022

-oOo-

WHEREAS, Ordinance No. 54 established a Permit Inspection fee of twenty-five dollars (\$25.00) and Ordinance No. 85-1 increased the fee to seventy-five dollars (\$75.00); and

WHEREAS,; Ordinance No. 85-1 allows the modification of the fee by resolution of the Board, so long as the fee does not exceed the reasonable cost of providing the service.

WHEREAS, the staff has reviewed the permit/inspection fee process as part of a routine annual process to ensure that the fee does not exceed the reasonable cost of providing service and recommends a change to the rate structure as follows:

Tier One	On property inspection	\$ 130
Tier Two	Requires street opening/encroachment	\$ 250
Tier Three	New development/connection retainer	\$1,700

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Carmel Area Wastewater District that based upon the revised information now presented to it, the District's Plumbing Permit/Inspection fee as established by Ordinance No. 85-1, is hereby revised to a charge of: Tier One \$130, Tier Two \$250, and Tier Three a \$1,700 retainer, commencing August 1, 2022, and continuing until revised by further action of the Board.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on July 28, 2022, 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: Ed Waggoner, Operations Superintendent

Date: July 28, 2022

Subject: **Wastewater Biosolids Hauling & Disposal Services**

RECOMMENDATION

It is recommended that the Board of Directors adopt a resolution approving the specifications and authorize staff to call for bids to provide Biosolids Hauling and Disposal Services.

DISCUSSION

The District produces approximately 1,200 to 1,500 standard wet tons of Class B Biosolids annually. Carmel Area Wastewater District's (CAWD's) contract with Liberty Composting, Inc., expired in June of 2021. At that time Liberty Composting, Inc. granted an extension to CAWD's contract at the same cost.

On May 18th, 2022, Operations staff was notified by Liberty Composting, Inc. Farms they are in the final process of being sold and the new owners (Synagro West, LLC) wanted to continue providing Biosolids Hauling and Disposal under a new contract. Synagro West, LLC will continue to provide services until a new Request for Services Contract can be implemented. (See attached Liberty Composting letter of reassignment to Synagro West).

Staff expects an increase in disposal costs once the sale of Liberty Composting, Inc. to Synagro West LLC is finalized (July 2022).

The District's purchasing policy specifies that any contract greater than \$35K should be formally bid. Utilizing the formal Request for Services (RFS) process will allow for maximum flexibility and transparency-satisfying both the newspapers and ratepayers that the District did its due diligence to get the lowest price.

Staff proposes the following timeline:

July 28,2022	Board Authorization to Bid
August 10,	Mail bid packages
September 2 & 8	Advertise in Pinecone
September 13	Bid Opening
September 29	Board awards contract
November 1	New contract commences

FUNDING

The costs associated with these Services are included in the 2022 – 2023 Budget in account #5820.006. The estimated cost of services was calculated at \$103,000 for this budget year.

Attachments: Letter of Reassignment, Eurofins Analytical Report-1 Quarter Bio-Solids, Public Notice to Bid, Wastewater Biosolids Hauling & Disposal Services Request for Services, Resolution 2022-45 Authorization to Bid

June 02, 2022

Carmel Area Wastewater District
P.O. Box 221428
Carmel, CA 93922

Re: Contractor Services Agreement, dated March 01, 2016, by and between Liberty Composting, Inc. and Carmel Area Wastewater District (the “**Agreement**”), as extended May 18, 2021.

Dear Mr. Waggoner:

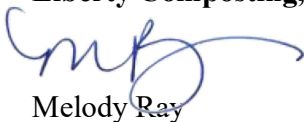
Liberty Composting, Inc. (“**LCI**”) has entered into an agreement to sell its business and related operating assets to Synagro West, LLC (“**Synagro West**”). As part of the assets of LCI to be sold to Synagro West, LCI intends to assign its rights, and have Synagro West assume LCI’s obligations under, the above-noted Agreement. Section 14, of the Agreement requires Carmel Area Wastewater District’s consent for such contemplated assignment and assumption of the Agreement. As such, the purpose of this letter is to request such consent of Carmel Area Wastewater District.

Synagro West is a wholly owned subsidiary of Synagro Technologies, Inc. Founded in 1986, Synagro Technologies, Inc. provides biosolids and organic waste management services to civic and commercial organizations and is the largest recycler of organic by-products in the United States.

If you have any questions about this request, please call me at (661) 742-8267 or email me at melody@libertyrecyc.com. Otherwise, please evidence your consent to such assignment and assumption by emailing a signed PDF copy of this letter to me at melody@libertyrecyc.com at your earliest convenience.

Sincerely,

Liberty Composting, Inc.



Melody Ray

The undersigned hereby consents to the assignment and assumption of the Agreement as described above.

Carmel Area Wastewater District

By: _____

Name: _____

Title: _____

ANALYTICAL REPORT

Eurofins Calscience
7440 Lincoln Way
Garden Grove, CA 92841
Tel: (714)895-5494

Laboratory Job ID: 570-81294-1
Client Project/Site: Carmel Area

For:
Liberty Composting, Inc
12421 Holloway Road PO BOX 5
Lost Hills, California 93249-0005

Attn: Melody Ray



Authorized for release by:
2/3/2022 9:54:52 AM

Tina Nguyen, Project Manager
(714)895-5494
tina.nguyen@eurofinset.com

LINKS

Review your project
results through
TotalAccess

Have a Question?



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www.eurofinsus.com/Env

The test results in this report meet all 2003 NELAC, 2009 TNI, and 2016 TNI requirements for accredited parameters, exceptions are noted in this report. This report may not be reproduced except in full, and with written approval from the laboratory. For questions please contact the Project Manager at the e-mail address or telephone number listed on this page.

This report has been electronically signed and authorized by the signatory. Electronic signature is intended to be the legally binding equivalent of a traditionally handwritten signature.

Results relate only to the items tested and the sample(s) as received by the laboratory.



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Definitions/Glossary

Client: Liberty Composting, Inc
Project/Site: Carmel Area

Job ID: 570-81294-1

Qualifiers

General Chemistry

Qualifier	Qualifier Description
H	Sample was prepped or analyzed beyond the specified holding time

Glossary

Abbreviation	These commonly used abbreviations may or may not be present in this report.
α	Listed under the "D" column to designate that the result is reported on a dry weight basis
%R	Percent Recovery
CFL	Contains Free Liquid
CFU	Colony Forming Unit
CNF	Contains No Free Liquid
DER	Duplicate Error Ratio (normalized absolute difference)
Dil Fac	Dilution Factor
DL	Detection Limit (DoD/DOE)
DL, RA, RE, IN	Indicates a Dilution, Re-analysis, Re-extraction, or additional Initial metals/anion analysis of the sample
DLC	Decision Level Concentration (Radiochemistry)
EDL	Estimated Detection Limit (Dioxin)
LOD	Limit of Detection (DoD/DOE)
LOQ	Limit of Quantitation (DoD/DOE)
MCL	EPA recommended "Maximum Contaminant Level"
MDA	Minimum Detectable Activity (Radiochemistry)
MDC	Minimum Detectable Concentration (Radiochemistry)
MDL	Method Detection Limit
ML	Minimum Level (Dioxin)
MPN	Most Probable Number
MQL	Method Quantitation Limit
NC	Not Calculated
ND	Not Detected at the reporting limit (or MDL or EDL if shown)
NEG	Negative / Absent
POS	Positive / Present
PQL	Practical Quantitation Limit
PRES	Presumptive
QC	Quality Control
RER	Relative Error Ratio (Radiochemistry)
RL	Reporting Limit or Requested Limit (Radiochemistry)
RPD	Relative Percent Difference, a measure of the relative difference between two points
TEF	Toxicity Equivalent Factor (Dioxin)
TEQ	Toxicity Equivalent Quotient (Dioxin)
TNTC	Too Numerous To Count

Case Narrative

Client: Liberty Composting, Inc
Project/Site: Carmel Area

Job ID: 570-81294-1

Job ID: 570-81294-1

Laboratory: Eurofins Calscience

Narrative

Job Narrative 570-81294-1

Comments

No additional comments.

Receipt

The sample was received on 1/11/2022 10:40 AM. Unless otherwise noted below, the sample arrived in good condition, and where required, properly preserved and on ice. The temperature of the cooler at receipt was 3.5° C.

HPLC/IC

No analytical or quality issues were noted, other than those described in the Definitions/Glossary page.

Metals

Method 6010B: The matrix spike / matrix spike duplicate (MS/MSD) recoveries of Antimony for preparation batch 440-665864 and analytical batch 440-666134 were outside control limits. Sample matrix interference and/or non-homogeneity are suspected because the associated laboratory control sample (LCS) recovery was within acceptance limits.(440-294669-B-21-D MS ^5) and (440-294669-B-21-E MSD ^5)

Method 6010B: The following sample was diluted due to the nature of the sample matrix: Carmel Area (570-81294-1). Elevated reporting limits (RLs) are provided.

No additional analytical or quality issues were noted, other than those described above or in the Definitions/Glossary page.

General Chemistry

Method 9045C: The following sample was analyzed outside of analytical holding time due to analyst scheduling oversight: Carmel Area (570-81294-1).

Method SM 4500 NO2 B: The following sample(s) was received with less than 2 days remaining on the holding time or less than one shift (8 hours) remaining on a test with a holding time of 48 hours or less. As such, the laboratory had insufficient time remaining to perform the analysis within holding time: Carmel Area (570-81294-1).

No additional analytical or quality issues were noted, other than those described above or in the Definitions/Glossary page.

Lab Admin

No analytical or quality issues were noted, other than those described in the Definitions/Glossary page.

Subcontract Work

Method Subcontract -SM 9223B Total Coliform: This method was subcontracted to EMLab P&K - Houston. The subcontract laboratory certification is different from that of the facility issuing the final report.

Detection Summary

Client: Liberty Composting, Inc
Project/Site: Carmel Area

Job ID: 570-81294-1

Client Sample ID: Carmel Area

Lab Sample ID: 570-81294-1

Analyte	Result	Qualifier	RL	Unit	Dil Fac	D	Method	Prep Type
Barium	266		14.0	mg/Kg	5	✳	6010B	Total/NA
Barium	56.4		2.97	mg/Kg	5		6010B	Total/NA
Chromium	27.5		4.68	mg/Kg	5	✳	6010B	Total/NA
Chromium	5.82		0.990	mg/Kg	5		6010B	Total/NA
Copper	607		9.35	mg/Kg	5	✳	6010B	Total/NA
Copper	129		1.98	mg/Kg	5		6010B	Total/NA
Lead	25.5		9.35	mg/Kg	5	✳	6010B	Total/NA
Lead	5.41		1.98	mg/Kg	5		6010B	Total/NA
Nickel	18.5		9.35	mg/Kg	5	✳	6010B	Total/NA
Nickel	3.91		1.98	mg/Kg	5		6010B	Total/NA
Vanadium	14.0		4.68	mg/Kg	5	✳	6010B	Total/NA
Vanadium	2.97		0.990	mg/Kg	5		6010B	Total/NA
Zinc	1510		23.4	mg/Kg	5	✳	6010B	Total/NA
Zinc	320		4.95	mg/Kg	5		6010B	Total/NA
Mercury	0.105		0.0847	mg/Kg	1		7471A	Total/NA
Mercury	0.494		0.400	mg/Kg	1	✳	7471A	Total/NA
pH	7.5	H	0.01	S.U.	1		9045C	Total/NA
Total Dissolved Solids	2370		1.00	mg/L	1		SM 2540C	Total/NA
Total Kjeldahl Nitrogen	45000		944	mg/Kg	1	✳	SM 4500 Norg B	Total/NA

This Detection Summary does not include radiochemical test results.

Eurofins Calscience

Client Sample Results

Client: Liberty Composting, Inc
Project/Site: Carmel Area

Job ID: 570-81294-1

Method: 6010B - Metals (ICP)

Client Sample ID: Carmel Area
Date Collected: 01/09/22 12:30
Date Received: 01/11/22 10:40

Lab Sample ID: 570-81294-1
Matrix: Solid

Analyte	Result	Qualifier	RL	Unit	D	Prepared	Analyzed	Dil Fac
Antimony	ND		46.8	mg/Kg	☼	01/31/22 08:04	02/02/22 05:58	5
Antimony	ND		9.90	mg/Kg		01/31/22 08:04	02/02/22 05:58	5
Arsenic	ND		14.0	mg/Kg	☼	01/31/22 08:04	02/02/22 05:58	5
Arsenic	ND		2.97	mg/Kg		01/31/22 08:04	02/02/22 05:58	5
Barium	266		14.0	mg/Kg	☼	01/31/22 08:04	02/02/22 05:58	5
Barium	56.4		2.97	mg/Kg		01/31/22 08:04	02/02/22 05:58	5
Beryllium	ND		2.34	mg/Kg	☼	01/31/22 08:04	02/02/22 05:58	5
Beryllium	ND		0.495	mg/Kg		01/31/22 08:04	02/02/22 05:58	5
Cadmium	ND		2.34	mg/Kg	☼	01/31/22 08:04	02/02/22 05:58	5
Cadmium	ND		0.495	mg/Kg		01/31/22 08:04	02/02/22 05:58	5
Chromium	27.5		4.68	mg/Kg	☼	01/31/22 08:04	02/02/22 05:58	5
Chromium	5.82		0.990	mg/Kg		01/31/22 08:04	02/02/22 05:58	5
Cobalt	ND		4.68	mg/Kg	☼	01/31/22 08:04	02/02/22 05:58	5
Cobalt	ND		0.990	mg/Kg		01/31/22 08:04	02/02/22 05:58	5
Copper	607		9.35	mg/Kg	☼	01/31/22 08:04	02/02/22 05:58	5
Copper	129		1.98	mg/Kg		01/31/22 08:04	02/02/22 05:58	5
Lead	25.5		9.35	mg/Kg	☼	01/31/22 08:04	02/02/22 05:58	5
Lead	5.41		1.98	mg/Kg		01/31/22 08:04	02/02/22 05:58	5
Molybdenum	ND		9.35	mg/Kg	☼	01/31/22 08:04	02/02/22 05:58	5
Molybdenum	ND		1.98	mg/Kg		01/31/22 08:04	02/02/22 05:58	5
Nickel	18.5		9.35	mg/Kg	☼	01/31/22 08:04	02/02/22 05:58	5
Nickel	3.91		1.98	mg/Kg		01/31/22 08:04	02/02/22 05:58	5
Selenium	ND		14.0	mg/Kg	☼	01/31/22 08:04	02/02/22 05:58	5
Selenium	ND		2.97	mg/Kg		01/31/22 08:04	02/02/22 05:58	5
Silver	ND		35.1	mg/Kg	☼	01/31/22 08:04	02/02/22 15:26	25
Silver	ND		7.43	mg/Kg		01/31/22 08:04	02/02/22 15:26	25
Thallium	ND		46.8	mg/Kg	☼	01/31/22 08:04	02/02/22 05:58	5
Thallium	ND		9.90	mg/Kg		01/31/22 08:04	02/02/22 05:58	5
Vanadium	14.0		4.68	mg/Kg	☼	01/31/22 08:04	02/02/22 05:58	5
Vanadium	2.97		0.990	mg/Kg		01/31/22 08:04	02/02/22 05:58	5
Zinc	1510		23.4	mg/Kg	☼	01/31/22 08:04	02/02/22 05:58	5
Zinc	320		4.95	mg/Kg		01/31/22 08:04	02/02/22 05:58	5

Client Sample Results

Client: Liberty Composting, Inc
Project/Site: Carmel Area

Job ID: 570-81294-1

Method: 7471A - Mercury (CVAA)

Client Sample ID: Carmel Area
Date Collected: 01/09/22 12:30
Date Received: 01/11/22 10:40

Lab Sample ID: 570-81294-1
Matrix: Solid

Analyte	Result	Qualifier	RL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	0.105		0.0847	mg/Kg		01/21/22 11:45	01/24/22 14:57	1
Mercury	0.494		0.400	mg/Kg	*	01/21/22 11:45	01/24/22 14:57	1

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Client Sample Results

Client: Liberty Composting, Inc
Project/Site: Carmel Area

Job ID: 570-81294-1

General Chemistry

Client Sample ID: Carmel Area
Date Collected: 01/09/22 12:30
Date Received: 01/11/22 10:40

Lab Sample ID: 570-81294-1
Matrix: Solid

Analyte	Result	Qualifier	RL	Unit	D	Prepared	Analyzed	Dil Fac
Cr (VI)	ND		3.78	mg/Kg	☼	01/14/22 21:09	01/17/22 15:39	1
pH	7.5	H	0.01	S.U.			01/11/22 22:40	1
Percent Solids	21.2		0.1	%			01/13/22 21:42	1
Total Dissolved Solids	2370		1.00	mg/L			01/12/22 15:01	1
Total Kjeldahl Nitrogen	45000		944	mg/Kg	☼	01/13/22 11:17	01/13/22 13:30	1

Client Sample Results

Client: Liberty Composting, Inc
Project/Site: Carmel Area

Job ID: 570-81294-1

General Chemistry - Soluble

Client Sample ID: Carmel Area
Date Collected: 01/09/22 12:30
Date Received: 01/11/22 10:40

Lab Sample ID: 570-81294-1
Matrix: Solid

Analyte	Result	Qualifier	RL	Unit	D	Prepared	Analyzed	Dil Fac
Nitrate as N	ND		2.36	mg/Kg	☼		01/15/22 15:53	1

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15

QC Sample Results

Client: Liberty Composting, Inc
Project/Site: Carmel Area

Job ID: 570-81294-1

Method: 6010B - Metals (ICP)

Lab Sample ID: MB 440-665864/1-A ^5
Matrix: Solid
Analysis Batch: 666134

Client Sample ID: Method Blank
Prep Type: Total/NA
Prep Batch: 665864

Analyte	MB Result	MB Qualifier	RL	Unit	D	Prepared	Analyzed	Dil Fac
Antimony	ND		9.95	mg/Kg		01/31/22 08:04	02/02/22 05:12	5
Arsenic	ND		2.99	mg/Kg		01/31/22 08:04	02/02/22 05:12	5
Barium	ND		2.99	mg/Kg		01/31/22 08:04	02/02/22 05:12	5
Beryllium	ND		0.498	mg/Kg		01/31/22 08:04	02/02/22 05:12	5
Cadmium	ND		0.498	mg/Kg		01/31/22 08:04	02/02/22 05:12	5
Chromium	ND		0.995	mg/Kg		01/31/22 08:04	02/02/22 05:12	5
Cobalt	ND		0.995	mg/Kg		01/31/22 08:04	02/02/22 05:12	5
Copper	ND		1.99	mg/Kg		01/31/22 08:04	02/02/22 05:12	5
Lead	ND		1.99	mg/Kg		01/31/22 08:04	02/02/22 05:12	5
Molybdenum	ND		1.99	mg/Kg		01/31/22 08:04	02/02/22 05:12	5
Nickel	ND		1.99	mg/Kg		01/31/22 08:04	02/02/22 05:12	5
Selenium	ND		2.99	mg/Kg		01/31/22 08:04	02/02/22 05:12	5
Silver	ND		1.49	mg/Kg		01/31/22 08:04	02/02/22 05:12	5
Thallium	ND		9.95	mg/Kg		01/31/22 08:04	02/02/22 05:12	5
Vanadium	ND		0.995	mg/Kg		01/31/22 08:04	02/02/22 05:12	5
Zinc	ND		4.98	mg/Kg		01/31/22 08:04	02/02/22 05:12	5

Lab Sample ID: LCS 440-665864/2-A ^5
Matrix: Solid
Analysis Batch: 666134

Client Sample ID: Lab Control Sample
Prep Type: Total/NA
Prep Batch: 665864

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	Limits
Antimony	49.0	49.04		mg/Kg		100	80 - 120
Arsenic	49.0	46.75		mg/Kg		95	80 - 120
Barium	49.0	47.68		mg/Kg		97	80 - 120
Beryllium	49.0	47.57		mg/Kg		97	80 - 120
Cadmium	49.0	47.19		mg/Kg		96	80 - 120
Chromium	49.0	48.80		mg/Kg		100	80 - 120
Cobalt	49.0	47.11		mg/Kg		96	80 - 120
Copper	49.0	48.15		mg/Kg		98	80 - 120
Lead	49.0	47.21		mg/Kg		96	80 - 120
Molybdenum	49.0	48.69		mg/Kg		99	80 - 120
Nickel	49.0	47.51		mg/Kg		97	80 - 120
Selenium	49.0	45.34		mg/Kg		92	80 - 120
Silver	24.5	23.97		mg/Kg		98	80 - 120
Thallium	49.0	47.61		mg/Kg		97	80 - 120
Vanadium	49.0	46.97		mg/Kg		96	80 - 120
Zinc	49.0	47.45		mg/Kg		97	80 - 120

Method: 7471A - Mercury (CVAA)

Lab Sample ID: MB 570-208744/1-A
Matrix: Solid
Analysis Batch: 208793

Client Sample ID: Method Blank
Prep Type: Total/NA
Prep Batch: 208744

Analyte	MB Result	MB Qualifier	RL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	ND		0.0820	mg/Kg		01/21/22 11:45	01/21/22 19:03	1

Eurofins Calscience

QC Sample Results

Client: Liberty Composting, Inc
Project/Site: Carmel Area

Job ID: 570-81294-1

Method: 7471A - Mercury (CVAA) (Continued)

Lab Sample ID: LCS 570-208744/2-A
Matrix: Solid
Analysis Batch: 208793

Client Sample ID: Lab Control Sample
Prep Type: Total/NA
Prep Batch: 208744
%Rec.

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	Limits
Mercury	0.833	0.9208		mg/Kg		110	85 - 121

Lab Sample ID: LCSD 570-208744/3-A
Matrix: Solid
Analysis Batch: 208793

Client Sample ID: Lab Control Sample Dup
Prep Type: Total/NA
Prep Batch: 208744
%Rec. RPD

Analyte	Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	Limits	RPD	Limit
Mercury	0.833	0.9242		mg/Kg		111	85 - 121	0	10

Method: 7196A - Chromium, Hexavalent

Lab Sample ID: MB 570-207631/1-A
Matrix: Solid
Analysis Batch: 207894

Client Sample ID: Method Blank
Prep Type: Total/NA
Prep Batch: 207631

Analyte	MB Result	MB Qualifier	RL	Unit	D	Prepared	Analyzed	Dil Fac
Cr (VI)	ND		0.800	mg/Kg		01/14/22 21:08	01/17/22 15:22	1

Lab Sample ID: LCS 570-207631/2-A
Matrix: Solid
Analysis Batch: 207894

Client Sample ID: Lab Control Sample
Prep Type: Total/NA
Prep Batch: 207631
%Rec.

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	Limits
Cr (VI)	20.0	18.68		mg/Kg		93	78 - 120

Lab Sample ID: LCSD 570-207631/3-A
Matrix: Solid
Analysis Batch: 207894

Client Sample ID: Lab Control Sample Dup
Prep Type: Total/NA
Prep Batch: 207631
%Rec. RPD

Analyte	Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	Limits	RPD	Limit
Cr (VI)	20.0	18.77		mg/Kg		94	78 - 120	0	20

Method: SM 2540C - Solids, Total Dissolved (TDS)

Lab Sample ID: MB 570-207043/1-A
Matrix: Solid
Analysis Batch: 207054

Client Sample ID: Method Blank
Prep Type: Total/NA

Analyte	MB Result	MB Qualifier	RL	Unit	D	Prepared	Analyzed	Dil Fac
Total Dissolved Solids	ND		0.999	mg/L			01/12/22 15:01	1

Lab Sample ID: LCS 570-207043/2-A
Matrix: Solid
Analysis Batch: 207054

Client Sample ID: Lab Control Sample
Prep Type: Total/NA

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	Limits
Total Dissolved Solids	665	665.2		mg/L		100	80 - 120

Eurolins Calscience

QC Sample Results

Client: Liberty Composting, Inc
Project/Site: Carmel Area

Job ID: 570-81294-1

Method: SM 2540C - Solids, Total Dissolved (TDS) (Continued)

Lab Sample ID: LCSD 570-207043/3-A
Matrix: Solid
Analysis Batch: 207054

Client Sample ID: Lab Control Sample Dup
Prep Type: Total/NA

Analyte	Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec. Limits	RPD	RPD Limit
Total Dissolved Solids	665	665.2		mg/L		100	80 - 120	0	10

Method: SM 4500 Norg B - Nitrogen, Organic

Lab Sample ID: MB 570-207260/1-A
Matrix: Solid
Analysis Batch: 207272

Client Sample ID: Method Blank
Prep Type: Total/NA
Prep Batch: 207260

Analyte	MB Result	MB Qualifier	RL	Unit	D	Prepared	Analyzed	Dil Fac
Total Kjeldahl Nitrogen	ND		200	mg/Kg		01/13/22 11:15	01/13/22 13:30	1

Lab Sample ID: LCS 570-207260/2-A
Matrix: Solid
Analysis Batch: 207272

Client Sample ID: Lab Control Sample
Prep Type: Total/NA
Prep Batch: 207260

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec. Limits
Total Kjeldahl Nitrogen	5000	4810		mg/Kg		96	80 - 120

Lab Sample ID: LCSD 570-207260/3-A
Matrix: Solid
Analysis Batch: 207272

Client Sample ID: Lab Control Sample Dup
Prep Type: Total/NA
Prep Batch: 207260

Analyte	Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec. Limits	RPD	RPD Limit
Total Kjeldahl Nitrogen	5000	4822		mg/Kg		96	80 - 120	0	20

QC Association Summary

Client: Liberty Composting, Inc
Project/Site: Carmel Area

Job ID: 570-81294-1

Metals

Prep Batch: 208744

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
570-81294-1	Carmel Area	Total/NA	Solid	7471A	
MB 570-208744/1-A	Method Blank	Total/NA	Solid	7471A	
LCS 570-208744/2-A	Lab Control Sample	Total/NA	Solid	7471A	
LCSD 570-208744/3-A	Lab Control Sample Dup	Total/NA	Solid	7471A	

Analysis Batch: 208793

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
MB 570-208744/1-A	Method Blank	Total/NA	Solid	7471A	208744
LCS 570-208744/2-A	Lab Control Sample	Total/NA	Solid	7471A	208744
LCSD 570-208744/3-A	Lab Control Sample Dup	Total/NA	Solid	7471A	208744

Analysis Batch: 209120

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
570-81294-1	Carmel Area	Total/NA	Solid	7471A	208744

Prep Batch: 665864

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
570-81294-1	Carmel Area	Total/NA	Solid	3050B	
MB 440-665864/1-A ^5	Method Blank	Total/NA	Solid	3050B	
LCS 440-665864/2-A ^5	Lab Control Sample	Total/NA	Solid	3050B	

Analysis Batch: 666134

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
570-81294-1	Carmel Area	Total/NA	Solid	6010B	665864
MB 440-665864/1-A ^5	Method Blank	Total/NA	Solid	6010B	665864
LCS 440-665864/2-A ^5	Lab Control Sample	Total/NA	Solid	6010B	665864

Analysis Batch: 666201

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
570-81294-1	Carmel Area	Total/NA	Solid	6010B	665864

General Chemistry

Leach Batch: 206904

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
570-81294-1	Carmel Area	Total/NA	Solid	DI Leach	

Analysis Batch: 206906

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
570-81294-1	Carmel Area	Total/NA	Solid	9045C	206904

Leach Batch: 207043

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
570-81294-1	Carmel Area	Total/NA	Solid	DI Leach	
MB 570-207043/1-A	Method Blank	Total/NA	Solid	DI Leach	
LCS 570-207043/2-A	Lab Control Sample	Total/NA	Solid	DI Leach	
LCSD 570-207043/3-A	Lab Control Sample Dup	Total/NA	Solid	DI Leach	

Analysis Batch: 207054

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
570-81294-1	Carmel Area	Total/NA	Solid	SM 2540C	207043

Eurofins Calscience

QC Association Summary

Client: Liberty Composting, Inc
Project/Site: Carmel Area

Job ID: 570-81294-1

General Chemistry (Continued)

Analysis Batch: 207054 (Continued)

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
MB 570-207043/1-A	Method Blank	Total/NA	Solid	SM 2540C	207043
LCS 570-207043/2-A	Lab Control Sample	Total/NA	Solid	SM 2540C	207043
LCSD 570-207043/3-A	Lab Control Sample Dup	Total/NA	Solid	SM 2540C	207043

Prep Batch: 207260

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
570-81294-1	Carmel Area	Total/NA	Solid	351.2	
MB 570-207260/1-A	Method Blank	Total/NA	Solid	351.2	
LCS 570-207260/2-A	Lab Control Sample	Total/NA	Solid	351.2	
LCSD 570-207260/3-A	Lab Control Sample Dup	Total/NA	Solid	351.2	

Analysis Batch: 207272

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
570-81294-1	Carmel Area	Total/NA	Solid	SM 4500 Norg B	207260
MB 570-207260/1-A	Method Blank	Total/NA	Solid	SM 4500 Norg B	207260
LCS 570-207260/2-A	Lab Control Sample	Total/NA	Solid	SM 4500 Norg B	207260
LCSD 570-207260/3-A	Lab Control Sample Dup	Total/NA	Solid	SM 4500 Norg B	207260

Analysis Batch: 207403

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
570-81294-1	Carmel Area	Total/NA	Solid	Moisture	

Prep Batch: 207631

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
570-81294-1	Carmel Area	Total/NA	Solid	3060A	
MB 570-207631/1-A	Method Blank	Total/NA	Solid	3060A	
LCS 570-207631/2-A	Lab Control Sample	Total/NA	Solid	3060A	
LCSD 570-207631/3-A	Lab Control Sample Dup	Total/NA	Solid	3060A	

Analysis Batch: 207894

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
570-81294-1	Carmel Area	Total/NA	Solid	7196A	207631
MB 570-207631/1-A	Method Blank	Total/NA	Solid	7196A	207631
LCS 570-207631/2-A	Lab Control Sample	Total/NA	Solid	7196A	207631
LCSD 570-207631/3-A	Lab Control Sample Dup	Total/NA	Solid	7196A	207631

Analysis Batch: 208514

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
570-81294-1	Carmel Area	Soluble	Solid	Nitrate by calc	

Lab Chronicle

Client: Liberty Composting, Inc
Project/Site: Carmel Area

Job ID: 570-81294-1

Client Sample ID: Carmel Area

Lab Sample ID: 570-81294-1

Date Collected: 01/09/22 12:30

Matrix: Solid

Date Received: 01/11/22 10:40

Prep Type	Batch Type	Batch Method	Run	Dil Factor	Initial Amount	Final Amount	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Prep	3050B			2.02 g	50 mL	665864	01/31/22 08:04	FIQ7	IRV 2
Total/NA	Analysis	6010B		5			666134	02/02/22 05:58	K1UV	IRV 2
Instrument ID: ICP8										
Total/NA	Prep	3050B			2.02 g	50 mL	665864	01/31/22 08:04	FIQ7	IRV 2
Total/NA	Analysis	6010B		25			666201	02/02/22 15:26	P1R	IRV 2
Instrument ID: ICP8										
Total/NA	Prep	7471A			.59 g	100 mL	208744	01/21/22 11:45	JN	ECL 4
Total/NA	Analysis	7471A		1			209120	01/24/22 14:57	VWJ7	ECL 1
Instrument ID: HG8										
Total/NA	Prep	3060A			2.50 g	100 mL	207631	01/14/22 21:09	JXO4	ECL 1
Total/NA	Analysis	7196A		1	100 mL	100 mL	207894	01/17/22 15:39	WN6Y	ECL 1
Instrument ID: UV9										
Total/NA	Leach	DI Leach			19.99 g	20 mL	206904	01/11/22 21:00	JXO4	ECL 1
Total/NA	Analysis	9045C		1	20 mL	20 mL	206906	01/11/22 22:40	JXO4	ECL 1
Instrument ID: PH4										
Total/NA	Analysis	Moisture		1			207403	01/13/22 21:42	VWM4	ECL 1
Instrument ID: BAL87										
Soluble	Analysis	Nitrate by calc		1	50 mL	50 mL	208514	01/15/22 15:53	UAPD	ECL 1
Instrument ID: UV9										
Total/NA	Leach	DI Leach			3.0003 g	20 mL	207043	01/12/22 13:23	ULIN	ECL 1
Total/NA	Analysis	SM 2540C		1	20 mL	20 mL	207054	01/12/22 15:01	ULIN	ECL 1
Instrument ID: NOEQUIP										
Total/NA	Prep	351.2			0.5 g	200 mL	207260	01/13/22 11:17	ZE7V	ECL 1
Total/NA	Analysis	SM 4500 Norg B		1	200 mL	200 mL	207272	01/13/22 13:30	ZE7V	ECL 1
Instrument ID: NoEquip										

Laboratory References:

ECL 1 = Eurofins Calscience Lincoln, 7440 Lincoln Way, Garden Grove, CA 92841, TEL (714)895-5494

ECL 4 = Eurofins Calscience Tustin, 2841 Dow Avenue, Tustin, CA 92780, TEL (714)895-5494

EMLab P&K = EMLab P&K - Houston, Subcont.report available upon request, 10900 Brittmoore Park Drive, Suite G, Houston, TX 77041

IRV 2 = Eurofins Calscience Tustin Tustin, 2841 Dow Avenue, Tustin, CA 92780, TEL (949)261-1022

Accreditation/Certification Summary

Client: Liberty Composting, Inc
Project/Site: Carmel Area

Job ID: 570-81294-1

Laboratory: Eurofins Calscience

Unless otherwise noted, all analytes for this laboratory were covered under each accreditation/certification below.

Authority	Program	Identification Number	Expiration Date
California	State	2944	09-30-22

The following analytes are included in this report, but the laboratory is not certified by the governing authority. This list may include analytes for which the agency does not offer certification.

Analysis Method	Prep Method	Matrix	Analyte
Moisture		Solid	Percent Solids
Nitrate by calc		Solid	Nitrate as N
SM 2540C		Solid	Total Dissolved Solids
SM 4500 Norg B	351.2	Solid	Total Kjeldahl Nitrogen

Oregon	NELAP	CA300001	01-30-22
--------	-------	----------	----------

The following analytes are included in this report, but the laboratory is not certified by the governing authority. This list may include analytes for which the agency does not offer certification.

Analysis Method	Prep Method	Matrix	Analyte
Moisture		Solid	Percent Solids
SM 2540C		Solid	Total Dissolved Solids

Laboratory: Eurofins Calscience Tustin

All accreditations/certifications held by this laboratory are listed. Not all accreditations/certifications are applicable to this report.

Authority	Program	Identification Number	Expiration Date
California	Los Angeles County Sanitation Districts	10256	06-30-22
California	State	2706	06-30-22
Kansas	NELAP	E-10420	07-31-22
Nevada	State	CA015312022-1	07-31-22
Washington	State	C900	09-03-22

Method Summary

Client: Liberty Composting, Inc
Project/Site: Carmel Area

Job ID: 570-81294-1

Method	Method Description	Protocol	Laboratory
6010B	Metals (ICP)	SW846	IRV 2
7471A	Mercury (CVAA)	SW846	ECL 1
7196A	Chromium, Hexavalent	SW846	ECL 1
9045C	pH	SW846	ECL 1
Moisture	Percent Moisture	EPA	ECL 1
Nitrate by calc	Nitrogen, Nitrate-Nitrite	SM	ECL 1
SM 2540C	Solids, Total Dissolved (TDS)	SM	ECL 1
SM 4500 Norg B	Nitrogen, Organic	SM	ECL 1
9223B	SM 9223B - Total Coliform and E. Coli - MPN	SM18	EMLab P&K
3050B	Preparation, Metals	SW846	IRV 2
3060A	Alkaline Digestion (Chromium, Hexavalent)	SW846	ECL 1
351.2	Nitrogen, Total Kjeldahl	MCAWW	ECL 1
7471A	Preparation, Mercury	SW846	ECL 4
DI Leach	Deionized Water Leaching Procedure	ASTM	ECL 1

Protocol References:

ASTM = ASTM International

EPA = US Environmental Protection Agency

MCAWW = "Methods For Chemical Analysis Of Water And Wastes", EPA-600/4-79-020, March 1983 And Subsequent Revisions.

SM = "Standard Methods For The Examination Of Water And Wastewater"

SM18 = "Standard Methods For The Examination Of Water And Wastewater", 18th Edition, 1992.

SW846 = "Test Methods For Evaluating Solid Waste, Physical/Chemical Methods", Third Edition, November 1986 And Its Updates.

Laboratory References:

ECL 1 = Eurofins Calscience Lincoln, 7440 Lincoln Way, Garden Grove, CA 92841, TEL (714)895-5494

ECL 4 = Eurofins Calscience Tustin, 2841 Dow Avenue, Tustin, CA 92780, TEL (714)895-5494

EMLab P&K = EMLab P&K - Houston, Subcont.report available upon request, 10900 Brittmoore Park Drive, Suite G, Houston, TX 77041

IRV 2 = Eurofins Calscience Tustin Tustin, 2841 Dow Avenue, Tustin, CA 92780, TEL (949)261-1022

Sample Summary

Client: Liberty Composting, Inc
Project/Site: Carmel Area

Job ID: 570-81294-1

Lab Sample ID	Client Sample ID	Matrix	Collected	Received
570-81294-1	Carmel Area	Solid	01/09/22 12:30	01/11/22 10:40

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Report for:

Tina Nguyen
Eurofins Calscience, LLC - Garden Grove
7440 Lincoln Way
Garden Grove, CA 92845

Regarding: Project: 570-81294; Carmel Area
EML ID: 2829604

Approved by:

Dates of Analysis:
QuantiTray-Total Coliform, E. coli: 01-17-2022

Laboratory Manager
Michael Manning

Service SOPs: QuantiTray-Total Coliform, E. coli (EM-BT-S-1055)

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. Due to the nature of the analyses performed, field blank correction of results is not applied. The results relate only to the samples as received and tested.

Eurofins EMLab P&K ("the Company") shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Client: Eurofins Calscience, LLC - Garden Grove
C/O: Tina Nguyen
Re: 570-81294; Carmel Area

Date of Sampling: 01-09-2022
Date of Receipt: 01-14-2022
Date of Report: 01-18-2022

MPN Quantitray

Location:	570-81294-1: Carmel Area
Comments (see below)	None
Lab ID-Version‡:	13557352-1
Date Prepared	01/14/22
Date Analyzed	01/17/22
	MPN/gram
Total coliform	> 24,200

Comments:

‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Eurofins CalScience
7440 Lincoln Way
Garden Grove, CA 92841
Phone: 714-896-5494 Fax: 714-894-7501

Chain of Custody Record



Client Information (Sub Contract Lab)
 Client Contact: Shippong/Receiving
 Company: EMLab P&K
 Address: 10900 Baltimore Park
 City: Houston
 State, Zip: TX, 77041
 Phone:
 Email:
 Project Name: Carmel Area
 Site: SSOVAH

Sample: Nguyen, Tina
 LAB P&K
 E-Mail: tina.nguyen@eurofins.com
 Career Tracking (tag): California
 State of Origin: California
 Page: Page 1 of 1

Due Date Requested: 1/24/2022
 TAT Requested (days):
 Accelerations Required (See note): NELAP - Oregon, State - California
 DOC No: 570-150814.1
 Job #: 570-81294-1

Analysis Requested
 002829604
 Preservation Codes:
 A - HCl
 B - NiCl₂
 C - Zn Acetate
 D - Nitric Acid
 E - Nitric Acid
 F - Misch
 G - Amalifer
 H - Ascorbic Acid
 I - Ice
 J - DI Water
 K - EDTA
 L - EDTA
 M - Hexane
 N - None
 O - AsNAOZ
 P - Na2O4S
 Q - Na2S2O3
 R - Na2S2O3
 S - H2SO4
 T - TSP Dithionite
 U - Acetone
 V - MCAA
 W - pH 4.5
 Z - other (Specify)
 Other:

Sample Identification - Client ID (Lab ID)	Sample Date	Sample Time	Sample Type (C=Comp, G=grab, A=Al)	Preservation Code:	Matrix	Field Filtered Sample (Yes or No)	Perform MS/MSD (Yes or No)	Total Number of containers	Special Instructions/Note:
Carmel Area (570-81294-1)	1/9/22	12:30 Pacific		Solid			SUB (Subcontract -SM 9223B Total Coliform) Subcontract -SM 9223B Total Coliform	1	Please use 6 dilutions

Note: Since laboratory accreditation are subject to change, Eurofins Southwest please the ownership or method, analyze & accreditation compliance upon our subcontract laboratories. This sample shipment is forwarded under chain of custody. If the laboratory does not currently maintain accreditation in the State or Origin listed above for any parameter/analyte being analyzed, the samples must be shipped back to the Eurofins Southwest Laboratory or other restrictions will be provided. Any changes to accreditation status should be brought to Eurofins Southwest attention immediately. If all requested accreditations are current to date, return the signed Chain of Custody attesting to said compliance to Eurofins Southwest.

Possible Hazard Identification
 Uncontracted
 Deliverable Requested: I, II, III, IV, Other (specify)
 Primary Deliverable Rank: 2

Sample Disposal (A fee may be assessed if samples are retained longer than 1 month)
 Return To Client
 Disposal By Lab
 Archive For _____ Months

Empty Kit Relinquished by: _____ Date: _____
 Reinstated by: _____ Date/Time: 1/13/22 11:50
 Reinstated by: _____ Date/Time: _____
 Relinquished by: _____ Date/Time: _____

Reinstated by: _____ Date/Time: _____
 Reinstated by: _____ Date/Time: _____

Reinstated by: _____ Date/Time: _____
 Reinstated by: _____ Date/Time: _____

Reinstated by: _____ Date/Time: _____
 Reinstated by: _____ Date/Time: _____

Reinstated by: _____ Date/Time: _____
 Reinstated by: _____ Date/Time: _____

Custody Seals Intact: _____ Custody Seal No.: _____
 Cooler Temperature(s) °C and Other Remarks

CHAIN OF CUSTODY RECORD

DATE 01/09/21
PAGE 1 OF 1

WO # / LAB USE ONLY

eurofins | Calscience

7440 Lincoln Way Garden Grove, CA 92841-1427 • (714) 895-5494

For counter service / sample drop off information contact us@eurofins.com or call us.

LABORATORY CLIENT: Liberty Composting, Inc

ADDRESS: 12421 Holloway Rd P O Box 5
CITY: Lost Hills STATE: CA ZIP: 93249

TEL: (661) 797-2914 E-MAIL: mray@libertyrecyc.com

TURNAROUND TIME (Rush surcharges may apply to any TAT not "STANDARD"):
SAME DAY 24 HR 48 HR 72 HR 5 DAYS X STANDARD

COELT EDF

SPECIAL INSTRUCTIONS: Individual reports are needed for each Sample ID
Project Name will be changed accordingly as to match each Sample ID
Project Name will be changed accordingly as to match each Sample ID
Project Name will be changed accordingly as to match each Sample ID

LAB USE ONLY	SAMPLE ID	SAMPLING		NO OF CONT
		DATE	TIME	
	Camel Area	1/9/2022	12 30	1

GLOBAL ID: _____

LOS CODE: Unpreserved Preserved Field Filtered

Requested Analytes	Result
Total Kjeldahl Nitrogen	XXXXXX
Total Nitrogen	XXXXXX
Nitrates	XXXXXX
Title 22, CCR, Priority Pollutant Metals, STLC as needed, Cr ⁶ , Hg	XXXXXX
Total Dissolved Solids	XXXXXX
% Percent Solids	XXXXXX
pH	XXXXXX
Total Coliform Organism	XXXXXX



CLIENT PROJECT NAME / NUMBER: Biolsolids Sample
PROJECT CONTACT: Melody Ray
SAMPLER(S): (PRINT) Melody Ray
P O NO

Requested Analytes

Relinquished by (Signature) _____ Date: 1/11/2021
Relinquished by (Signature) _____ Date: _____
Relinquished by (Signature) _____ Date: 10-40

20/35 SC5



Chain of Custody Record



Client Information (Sub Contract Lab)		Sampler Nguyen, Tina	Lab PM Nguyen, Tina	Carrier Tracking No(s): 570-150814 1
Client Contact: Shipping/Receiving Company EMLab P&K		Phone: E-Mail: tina.nguyen@eurofinset.com	State of Origin: California	COC No: 570-150814 1
Address: Subcont.report available upon request, 10900 Brittmooe Par		Accreditations Required (See note): NELAP - Oregon, State - California		Page: Page 1 of 1
City: Houston	Due Date Requested: 1/24/2022	Job #: 570-81294-1		
State, Zip: TX, 77041	TAT Requested (days):	Preservation Codes: M Hexane N None O AsNaO2 P Na2O4S Q Na2SO3 R - Na2SO3 S - H2SO4 T TSP Dodecanehydrate U Acetone V MCAA W PH 4-5 Z other (specify)		
Phone:	PO #:	Other:		
Email:	WO #:	Total Number of containers		
Project Name: Carmel Area	Project #: 57000012	Analysis Requested		
Site: Carmel Area (570-81294-1)	SSOW#: 570-81294	SUB (Subcontract - SM 9238 Total Coliform) Subcontract - SM 9238 Total Coliform		
Sample Identification - Client ID (Lab ID)		Perform MS/MSD (Yes or No)	Field Filtered Sample (Yes or No)	Special Instructions/Note: Please use 6 dilutions
Sample Date 1/9/22	Sample Time 12:30 Pacific	X	X	
Sample Type (C=Comp, G=grab)	Preservation Code Solid			
MATRIX (Weaver, Special, Organic/Inorg, B*+Tissue, A-AI)				

Note: Since laboratory accreditations are subject to change, Eurofins Southwest places the ownership of method, analyte & accreditation compliance upon out subcontract laboratories. This sample shipment is forwarded under chain-of-custody. If the laboratory does not currently maintain accreditation in the State of Origin listed above for analysis/test/matrix being analyzed, the samples must be shipped back to the Eurofins Southwest laboratory or other instructions will be provided. Any changes to accreditation status should be brought to Eurofins Southwest attention immediately. If all requested accreditations are current to date, return the signed Chain of Custody attesting to said compliance to Eurofins Southwest.

Possible Hazard Identification
 Return To Client Disposal By Lab Archive For _____ Months
 Special Instructions/QC Requirements

Unconfirmed
 Deliverable Requested: I, II, III, IV, Other (specify) Primary Deliverable Rank 2
 Empty Kit Relinquished by: _____ Date: _____ Method of Shipment: _____
 Relinquished by: _____ Date/Time: _____ Received by: _____ Company: _____
 Relinquished by: _____ Date/Time: _____ Received by: _____ Company: _____
 Relinquished by: _____ Date/Time: _____ Received by: _____ Company: _____

Custody Seals Intact: Custody Seal No

Cooler Temperature(s) °C and Other Remarks:



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ORIGIN ID:APVA (714) 895-5494
 SAMPLE CONTROL
 CALSCIENCE ENVIRONMENTAL LAB
 7440 LINCOLN WAY

SHIP DATE: 13.JAN.22
 ACTWGT 16.00 LB
 CAD* 1533735/NET4400

BILL SENDER
 GARDEN GROVE, CA 92841
 UNITED STATES US

TO **SAMPLE RECEIVING**

EMLAB P&K
10900 BRITTMORE PARK DR
SUITE G

HOUSTON TX 77041

(800) 651-4802 REF TN81294
 INV. PO. DEPT.

56DJ201EFFE4A



FRI - 14 JAN 10:30A

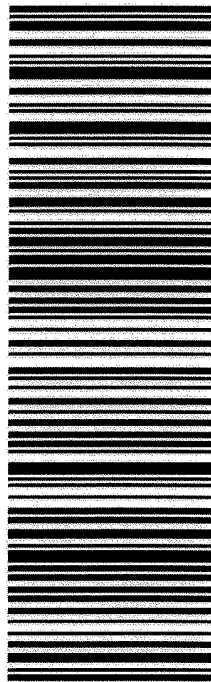
PRIORITY OVERNIGHT

TRK# **7757 4663 9233**

0201

77041
 TX-US IAH

ABLKSA



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Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

81294

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SHIP DATE: 10JAN22
ACTWGT 4.00 LB
CAD 103603152/INET4400

BILL SENDER

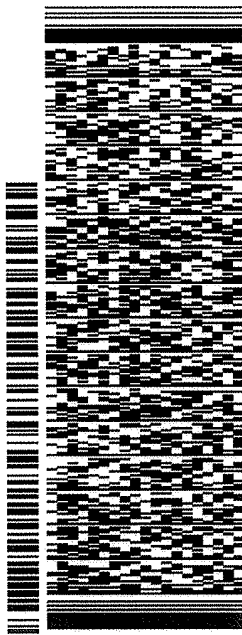
ORIGIN ID: BFLA (661) 797-2914
YESENIA ALMANZA
LIBERTY COMPOSTING
12421 HOLLOWAY RD
P O BOX 5
LOST HILLS, CA 93249
UNITED STATES US

TO **STEPHEN NOWAK**
EUROFINS CALSCIENCE
7440 LINCOLN WAY

GARDEN GROVE CA 92841
REF COMPOST

(714) 895-5494
INV PO DEPT

56D2J201EF/E4A



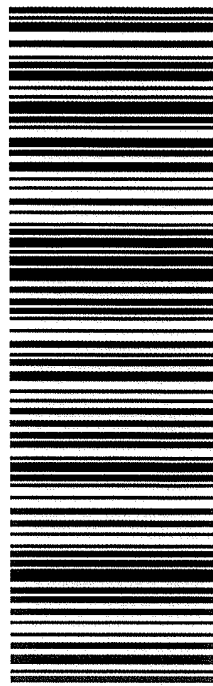
TUE - 11 JAN 4:30P

STANDARD OVERNIGHT

TRK# 7757 0717 5686

92841
CA-US SNA

92 APVA



570-81294 Waybill

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Login Sample Receipt Checklist

Client: Liberty Composting, Inc

Job Number: 570-81294-1

Login Number: 81294
List Number: 1
Creator: Vitente, Precy

List Source: Eurofins Calscience

Question	Answer	Comment
Radioactivity wasn't checked or is \leq background as measured by a survey meter.	N/A	
The cooler's custody seal, if present, is intact.	True	
Sample custody seals, if present, are intact.	True	
The cooler or samples do not appear to have been compromised or tampered with.	True	
Samples were received on ice.	True	
Cooler Temperature is acceptable.	True	
Cooler Temperature is recorded.	True	
COC is present.	True	
COC is filled out in ink and legible.	True	
COC is filled out with all pertinent information.	True	
Is the Field Sampler's name present on COC?	True	
There are no discrepancies between the containers received and the COC.	True	
Samples are received within Holding Time (excluding tests with immediate HTs)	True	
Sample containers have legible labels.	True	
Containers are not broken or leaking.	True	
Sample collection date/times are provided.	True	
Appropriate sample containers are used.	True	
Sample bottles are completely filled.	True	
Sample Preservation Verified.	True	
There is sufficient vol. for all requested analyses, incl. any requested MS/MSDs	True	
Containers requiring zero headspace have no headspace or bubble is <math><6\text{mm}</math> (1/4").	True	
Multiphasic samples are not present.	True	
Samples do not require splitting or compositing.	True	
Residual Chlorine Checked.	N/A	



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, until

2:00 P.M. Tuesday, September 13, 2022

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

WASTEWATER BIOSOLIDS HAULING & DISPOSAL SERVICES

The results of the bidding will be reported to the District Board within sixty (60) 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 sixty (60) calendar days after the date set by the Board for the opening thereof.

Specifications and proposal forms may be secured at no charge by emailing the District's Principal Engineer at downstream@cawd.org and requesting the documents.

Post 9-2- & 9-8, 2022



Request for Services

Wastewater Biosolids Hauling & Disposal Services

November 1, 2022 to November 30, 2025

Carmel Area Wastewater District (CAWD)
P.O. Box 221428
3945 Rio Road
Carmel, CA 93922
(831) 624-1248
(831) 624-0811 (fax)
downstream@cawd.org

Carmel Area Wastewater District
Wastewater Biosolids Hauling and Disposal
November 1, 2022 to October 31, 2025

.....

Notice Inviting Sealed Proposals (please verify page numbers match document)

Instructions to Proposers

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X.	Wastewater Biosolids Quality Data	Separate File

Notice Inviting Sealed Proposals

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,:

2:00 P.M., Tuesday, September 13, 2022

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

Wastewater Biosolids Hauling and Disposal Services

The work shall be done in accordance with the specifications therefore adopted, to which special reference is hereby made.

The work consists of transport and disposal of Class B biosolids generated at the District's wastewater treatment facility located at 26900 State Highway One, Carmel, CA 93922. The District produces approximately 1,200 to 1,500 standard tons of biosolids annually.

Pursuant to the statutes of the State of California, the District Board has adopted the general prevailing rates for overtime and legal holidays in the locality, in which the work will be performed, as determined by the State Director of the Department of Industrial Relations.

It shall be incumbent upon the successful proposer to pay not less than the minimum hourly wages required by said Schedule of Wage Determinations to be paid the various laborers employed in this contract.

Instructions to Proposers are available at Carmel Area Wastewater District, 3945 Rio Road, Carmel, CA 93922. It is also available online at www.cawd.org

All Proposals must be submitted plainly marked in either a sealed envelope at 3945 Rio Road, Carmel CA, CA 93922, or electronic bid document with subject line: Sealed Bid, sent to downstream@cawd.org.

Wastewater Biosolids Hauling and Disposal

- The term of the contract shall be for thirty-six (36) months.
- In general, the prevailing wage scale, as determined by the Director of Industrial Relations of the State of California, in force on the day this proposal was announced, will be the minimum paid to all craftsmen and laborers working on this project.
- All proposals must be made on the form provided.
- All proposals/bids must be received by September 13, 2022, at 2:00 p.m. PST.

Dated: August 13, 2022

By: Domine Barringer, Board Secretary
Carmel Area Wastewater District

INSTRUCTIONS TO PROPOSERS

I. INTRODUCTION

Carmel Area Wastewater District (CAWD) is requesting sealed proposals from qualified contractors for transport and disposal of Class B biosolids generated at the District's wastewater treatment facility located at 26900 State Highway One, Carmel, CA 93922.

II. GENERAL REQUIREMENTS

Vendors making proposals must respond in writing to all requirements of this Request for Service (RFS). Responses should reflect detailed consideration of the issues and opportunities presented by this specific project. Any additional information or tasks that are felt to be relevant by the responding firm should be included together with the submittal requirements.

Email is acceptable and must include in the Subject line: "Sealed Bid Attached" or mailed proposals will be accepted at the 3945 Rio Road, Carmel Ca, 93922.

Costs incurred for the preparation of a proposal in response to the RFP shall be the sole responsibility of the firm submitting the proposal.

CAWD reserves the right to select or reject any firm that it deems to be in the best interest to accomplish the project. The District reserves the right to accept the proposal on one or more items of a proposal, on all items of a proposal or any combination of items.

The District reserves the right to discontinue the selection process at any time prior to the awarding of a contract. There will be no reimbursement to any candidate firm if the selection process is terminated. The District reserves the right to waive defects and informalities of the proposals.

A site visit to the CAWD facility is mandatory prior to submitting a Proposal and may be arranged by contacting the Plant Engineer or their successor at (831) 624-1249. Firms that have previously made a site visit are exempt from this requirement.

Questions should be directed to Patrick Treanor, Plant Engineer at treanor@cawd.org or their successor by September 8, 2022, to allow time to be answered and returned to all.

III. PROJECT REQUIREMENTS

CAWD, a California Special District, operates a Wastewater Treatment Facility (WWTF) on the South bank of the Carmel River approximately 1/3-mile West of State Route One (26900 State Highway One). The current annual average daily flow is 1.125 MGD. In processing domestic wastewater, CAWD produces approximately 1,200 to 1,500 standard tons of biosolids annually. The biosolids are the product of sewage sludge that has been stabilized by anaerobic digestion and dewatered by either a Screwpress or a belt-press to approximately 17 to 21% total solids content.

The biosolids are certified as Class B.

Production of biosolids is generally during the five (5) day business week with approximately seven (7) to ten (10) tons produced each operating day.

The Carmel Area Wastewater District is a secondary type of facility utilizing the activated sludge process for secondary treatment. The facility has been designed to treat 4.0 MGD of primarily domestic wastewater. The present permitted capacity is 3.0 MGD. Current flows are 1.125 MGD.

The facility uses a screw press installed in 2016 or a belt filter press installed in 1999 to dewater the digested sludge. CAWD biosolids are currently disposed of by trucking to Kern County where they are composted, and land applied to non-food crops.

The District cannot guarantee condition, quantity, or quality of the material. Notice is hereby given that the quantity, content, and nature of the material may change depending on facility process control changes.

IV. SERVICES TO BE RENDERED

Below is a list of the minimum proposal specifications, in addition to the minimum standards set forth in this document. The Proposer should feel free to include anything with the proposal that will benefit the District.

- The proposal will be in the form of the enclosed Proposal.
- The preferred disposal options are either composting or landfilling. Any proposal requesting acceptance of an alternative technology must contain descriptive information, as well as documentation that the technology has been approved.
- All proposed disposal options must be lawful and must be performed under proper state permits. No waste may be disposed of improperly or in a non-licensed, non-qualified/non-state approved manner. To do so will constitute a violation of the contract between the respective parties.
- The Proposer will assume all responsibility for the safe handling, transport and disposal of the sludge and take title of the material at the time the material is deposited in the Proposer's receptacle. Proposer shall not co-mingle biosolids prior to final disposal.
- Sludge will be collected by the Proposer (or designated representative) from the Carmel Area Wastewater District Facility.
- Access to the treatment facility will be always provided during business hours. In the event an after-hours, weekend, or holiday pickup is required at the District's request, arrangements will be made for facility access.

- The Proposer shall provide for a container trailer for biosolids disposal. At the time of pickup, the Proposer shall place a separate trailer on site, as designated by CAWD, for the next load.
- Pickup of the full trailer and return of the same trailer after disposing of the biosolids will be considered provided the turnaround is not greater than 3 hours. This is not the preferred method and consideration will be given to the preferred method unless there is a significant cost advantage to the alternate method. If a "one-trailer" method is proposed, the proposal shall designate a maximum turnaround time for the emptied trailer to be returned not to exceed 3 hours.
- The Proposer understands that prompt pickup and disposal of biosolids are critical to the wastewater treatment facility operations. The Proposer warrants and guarantees to meet the requirements set forth in this document. In the event of failure to comply with the conditions listed herein within a reasonable time after notice, the District will take all necessary steps to dispose of the biosolids, at the expense of the Proposer, who agrees to pay the costs and charges therefore immediately upon demand.
- The Proposer shall provide competent and properly licensed operators and vehicles for transport and provide all necessary certification that the selected disposal site is properly licensed for the intended purpose. All costs associated with obtaining such permits and licenses shall be considered as included in the unit price.
- All fees including transportation cost shall be provided on a "per ton" basis. Proposed fees shall include container rental, transportation, and all processing and other charges.
- The basis and the method of calculation for any proposed surcharges must be stipulated in the proposal.
- A back-up disposal plan must be provided in case operational or financial problems develop with the proposer's option. The fees for the back-up plan will be the same as the regular disposal rate.

Any extra costs incurred by the CAWD as a result of the back-up disposal plan will be paid for by the Proposer.

- The container used for hauling sludge must be liquid tight and meet all state and federal standards and must be empty when delivered to the District's Wastewater Treatment Facility.
- The Proposer is solely responsible for the condition of its equipment. All equipment shall be properly maintained. Only equipment in good working condition as judged by the District is acceptable. The District may reject equipment found to be in unsatisfactory condition or performing unsatisfactory work. In the event of any rejection by the District, the Proposer must remove the unsatisfactory equipment and replace it with good and acceptable equipment immediately.
- The District will not be responsible for loss or damage of any equipment owned or operated by the Proposer, its agents, or employees on or off District property.
- Facility operations staff will load all wastewater biosolids into the trailers provided by the Supplier. Facility staff will position the trailer using the tractor (Mule) in the facility yard.
- Full sludge containers will be hauled away within 24 hours after notification. Although the District will endeavor to schedule pick-ups for regular business hours, (Monday – Friday 7:00 a.m. to 2:30 p.m., excluding holidays) occasional after-hours, weekend, and holiday pick-ups may be required. Vendor may assess a surcharge for holiday and weekend pickup to the District if specified in the Proposal.
- Biosolids quantities shall be measured by certified scales and the method subject to periodic CAWD inspection and approval. If the biosolids are disposed of at a certified landfill site, the scales and receipts from the landfill operator will be acceptable.
- In the case a disagreement arises regarding weight of a given load, the District reserves the right to have the truck or container weighed at Salinas Valley Truckstop, 721 Vertin Drive, Salinas, CA 93901.

- The successful Proposer may propose an alternate means of biosolids processing and disposal during the course of the contract, as a result of a change in technology. The Proposer must submit descriptive information at the time of the proposed change, as well as documentation that the technology has been approved as a Class B biosolids processing technology by the US EPA and that no permit requirements or other restrictions are imposed.
- The Proposer shall show means and ability to provide immediate cleanup of any spillage during the transportation of wastewater biosolids. Subject to the provisions hereof concerning hazardous waste, the Proposer shall be fully responsible for all costs associated with the cleanup or mitigation of spills during the transportation of wastewater biosolids.
- The Proposer shall be responsible for complying with all local, State and Federal regulatory requirements for the lawful disposal of the wastewater biosolids, as well as all pertinent regulations of Federal, State, and local environmental laws and regulations, including, but not limited to the Federal Clean Air Act, and State and local air pollution and noise ordinances. All costs associated with complying shall be considered as included in the unit price.
- The selected Proposer shall pay all employees performing work on this contract prevailing wages as provided in the Contract, attached hereto.
- The selected Proposer shall provide liability insurance in accordance with the Contract, attached hereto.
- The amount of biosolids to be hauled is an estimate only. Therefore, notice is hereby given that the quantity, content, and nature of the material may change depending on Facility process control changes.
- No minimum wastewater biosolids generation rate is guaranteed.

However, the successful Proposer will be required to dispose of 100% of all wastewater biosolids the District designates for disposal pursuant to this contract even if the total quantity exceeds the estimate.

V. QUALIFICATIONS OF PROPOSAL

Proposer must have a minimum of eighteen (18) months experience in the hauling and disposal of wastewater biosolids. The proposer will provide the District with three (3) references that show the Proposer has met the experience requirements as mentioned above. Proposers must provide documentation that indicates the receiving facility has and is operating in accordance with State and Federal regulations. The Proposer will also provide documentation that indicates the processing facility has the capacity to treat the quantities of sludge generated at the CAWD facility over the life of the contract.

VI. SELECTION

Selection shall be based on the possession of the necessary experience, organization, technical and professional qualifications, skills and facilities, project understanding, approach, ability to comply with proposed or required time of completion or performance, and possession of a satisfactory record of performance as well as cost.

The District reserves the right to accept any proposal, and to reject any or all proposals; to award the proposal to other than the low proposer if deemed "proposal most advantageous to the District"; and to waive any defects in proposals.

VII. PROPOSAL PROTESTS

Any actual or prospective proposer who is aggrieved in connection with the solicitation or award of a proposal or contract may protest and seek resolution of complaints with the Plant Engineer or their successor.

A protest with respect to an invitation for proposals or request for proposals shall be submitted in writing prior to the time for the opening of proposals on the closing day for proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to proposal opening or the closing date for proposals. In that event, the protest shall be submitted within three

(3) calendar days after the aggrieved person knows or should have known of the facts giving rise thereto.

If a satisfactory resolution of the protest is not achieved by submitting a complaint with the Plant Engineer, the person submitting the protest shall submit a written appeal to the General Manager within three (3) business days of a decision by the Plant Engineer.

Purchasing procedures shall be stayed pending a decision of the General Manager unless the General Manager decides that the award of a contract is necessary to protect substantial interests of the District.

VIII. AGREEMENT

The District's standard services contract is attached. All provisions in the contract are required.

AGREEMENT FOR CONTRACTOR AND/OR OTHER SERVICES

THIS AGREEMENT dated _____, is by and between the **Carmel Area Wastewater District** (hereinafter referred to as the "District") and _____ (hereinafter referred to as "Contractor"), for a project generally described as Wastewater Biosolids Hauling and Disposal Services.

1. GENERAL

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

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

A. The Contractor 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 Contractor's services will be the degree of skill and diligence normally employed by professional engineers or contractors performing the same or similar services. The Contractor will re-perform any services not meeting this standard without additional compensation.

C. Contractor Professional Team: The Contractor 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 Contractor or be transferred to another office of the Contractor, the Contractor shall so advise the District and replace their 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 Contractor 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 Contractor. Unless otherwise provided on Exhibit "C", all services and material to be furnished by the District will be without cost to Contractor.
- B. The District will authorize the Contractor in writing to proceed prior to the Contractor starting work on any of the services listed in Exhibit "A".
- C. The District will make its facilities accessible to Contractor as required for Contractor'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 Contractor's services or project construction.

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

The District shall pay the Contractor, for all required services and materials furnished to fulfill this Agreement, the amount or amounts and in the time and manner set forth on Exhibit "D". Contractor agrees to accept the stated sums as full compensation for all required services due under this Agreement.

5. ADDITIONAL WORK

The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor each designate the following persons to act as authorized representatives of the District and the Contractor 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 Contractor, including, but not limited to, transmitting instructions, receiving information, making project-related decisions not requiring official District approval, processing Contractor 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:

For the Contractor:

Barbara Buikema, General Manager
P. O. Box 221428
Carmel, CA 93922

Name:
Firm:
Address:
City, State, Zip:

10. INSURANCE:

Prior to the commencement of services hereunder, the Contractor 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. Contractor 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) Comprehensive 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 a combined single 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 per each occurrence.

- 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 combined single 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 Comprehensive 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

The Contractor shall indemnify, defend and hold the District and each officer, director, employee, and agent of the District harmless from and against any and all claims, suits, judgments, liabilities, losses, damages, costs and expenses of any kind (including attorney's fees) which arise in any way out of the work under this Agreement and which are caused in whole or in part by the negligence, willful misconduct or other legal fault of the Contractor or any of its agents, employees, contractors or subcontractors, except to the extent such injury or harm is caused by the District. The Contractor's obligation to indemnify, defend and hold harmless any individual or entity pursuant to the provisions of this section shall be limited to the total insurance policy coverage limits set forth in section 10 so long as the claim for indemnity is insured and covered by the policies listed in section 10. In the event of an uninsured claim, the limit of Contractor's liability shall be \$2,000,000.

12. FORCE MAJEURE

The Contractor 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 Contractor.

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 Contractor may provide the District with legible photostatic copies in lieu of the originals. Any plans and specifications shall bear the name of the Contractor together with the Contractor's certification number, if any.

If the Contractor's working papers or product includes computer generated statistical material, the Contractor shall provide the material to the District in a mutually agreed upon computer machine-readable format and media.

14. ASSIGNMENT

The Contractor 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 contractor. This Agreement may also be terminated by either party upon sixty (60) 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" - "D". 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

FOR THE CONTRACTOR

By _____

By _____

Title _____

Printed Name _____

Approved as to Form:

Title _____

By _____

Printed Name _____

District Legal Counsel

Title _____

Exhibit "A": Contractor Scope of Services and Schedule

Exhibit "B": Contractor Team

Exhibit "C": District Services

Exhibit "D": Payment Schedule

Exhibit A

Contractor Scope of Services and Work Schedule

Scope of Services

The Contractor shall provide all necessary labor, equipment, and services to transport and dispose of approximately 1,500 tons per year of biosolids from the District's Wastewater Treatment Facility (WWTF) in accordance with the Contractor's Proposal dated _____ and the Specifications to which reference is hereby made.

The Contractor promises and agrees to provide the services as described in the "Notice Inviting Sealed Proposals" and "Instructions to Proposers" each of which is incorporated herein by reference.

Pickup of biosolids shall be scheduled with the District but shall be available on an emergency basis at any time with 12 hours telephonic notice. The Contractor shall provide a point of contract for any emergencies.

It is expressly understood that the District makes no warranty as to the quantity of biosolid to be disposed by the Contractor.

All quantities contained in the Request for Services, the Specifications and this Agreement are best estimates by the District based upon historical data.

The Contractor will ensure their operations are in compliance with all applicable Federal, State, and local rules and regulations.

Biosolids from CAWD will be tracked and deposited on a specified site which will not be used for disposal of biosolids or wastes from other sources.

Project Schedule

The District and Contractor shall coordinate efforts to schedule the first date of pick-up of biosolids from the WWTF on or about December 1, 2012.

This agreement shall be in force for a period of three years, commencing on said first date of pick-up.

Exhibit B

Contractor Team

The Contractor’s team for this project shall consist of:

Project Manager: _____

Emergency Contact: _____

Transportation Subcontractor: _____

Data Management Contractor: _____

Exhibit C

District Services

The District shall provide the following services:

1. Biosolids monitoring data as specified in the Proposal.
2. Certification that biosolids meet regulatory requirements.
3. Provide access for pickup of biosolids Monday through Friday 7:00 A.M. to 3:00 P.M. (The Contractor shall ensure that all operations are complete and transport vehicles have departed the WWTF by 3:30 P.M.)

In addition, the District agrees that, at the time of removal by the Contractor, the Biosolids shall meet, with respect to 40 CFR Part 503, the metal ceiling concentrations and metals pollutant concentration requirements, the pathogen reduction standards, the vector attraction reduction requirements, and District will hold Contractor harmless from any liability if said requirements are not met. Additionally, the Biosolids shall be non-hazardous per State criteria.

Exhibit D

Payment Schedule

District shall pay the Contractor on a monthly basis for the quantity of biosolids transported and disposed at the unit rate of \$_____per ton. The unit rate includes all incidental costs including but not limited to taxes, permits and insurance. Invoices shall be sent to the District for the previous calendar month's quantities and the District will issue payment within 30 calendar days from receipt of the invoice.

Quantities stated in the invoices shall be certified by the Contractor as being correct and documented by weigh tags from certified scales.

IX. PROPOSAL FORM

Cost per wet ton to pick up, transport and dispose of the Carmel Area Wastewater District’s treatment plant biosolids, including the rental of containers

ITEM NO.	DESCRIPTION OF WORK	EST. QTY. IN TONS (annually)	UNIT PRICE (price per ton)	TOTAL COST
1	Preferred Method: Furnish all applicable labor, materials, equipment, disposal site, permits (if necessary), fees, regulatory reports, monthly disposal reports and other appurtenances of services to receive, transport and legally dispose of approximately 2,000 tons annually of wastewater biosolids at a permitted disposal site.	1,200 - 1,500	\$	\$
2	Alternate Method:	1,200 - 1,500	\$	\$
TOTAL BID				\$

Item No.:

1. Preferred Method with replacement trailer on site at all times
2. Alternate Method: “one trailer” with 2 hr maximum return time

If Alternate Method is proposed state maximum turnaround time:
 _____ hrs

Additional Costs:

a. Surcharge for Holiday/Weekend pickup? Yes / No Amount: _____

Submitted on _____, 2012

By _____
Proposer's Signature

By: _____
Name of Firm/Company

By _____
Name of Person Authorized to Sign

Title _____

Business Address _____

Phone No. _____ Email _____

X. Separate File to be emailed with the CAWD biosolids analytical report

RESOLUTION NO. 2022-45

RESOLUTION AUTHORIZING THE GENERAL MANAGER TO INVITE BIDS
FOR BIOSOLIDS HAULING & DISPOSAL SERVICES

-oOo-

WHEREAS, the Board of Directors has received and reviewed staff's report regarding the Biosolids Hauling & Disposal Services (Project) invitation for bids; and

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

1. That the Wastewater Biosolids Hauling & Disposal 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 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 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, 93922, said time being not less than ten (10) days from the time of the first publication of the notice. Bids will be publicly opened and examined on said date and hour by the District Secretary and will be referred to and considered by the Carmel Area Wastewater District Board at its next regular meeting following the opening of the bids in the Board Room of the District office, 3945 Rio Road, Carmel, California.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on July 28, 2022 by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

ATTEST:

Ken White, President of the Board

Domine Barringer, Secretary to the Board

STAFF REPORT



To: Board of Directors

From: Ed Waggoner, Operations Superintendent

Date: July 28, 2022

Subject: Carmel Area Wastewater District's Discharge – A Comprehensive Study of Wastewater Discharge Impacts on Carmel Bay Area of Special Biological Significance

RECOMMENDATION

It is recommended that the Board of Directors adopt a resolution authorizing the General Manager to execute a consulting services agreement with Applied Marine Sciences, Inc. in an amount not to exceed \$37,290 to prepare a Work Plan and Comprehensive Study and Report of the Carmel Area Wastewater District Effluent Effects on the Carmel Bay Area of Special Biological Significance, as required by California State Water Boards Order No. R3-2014-0012, and the National Pollutant Discharge Elimination System (NPDES) No. CA0047996.

DISCUSSION

Carmel Area Wastewater District's effluent discharge to Carmel Bay is an extremely sensitive area in that it is to an Area of Special Biological Significance (ASBS). As such, the Regional Water Quality Control Board (RWQCB) has included in CAWD's NPDES permit provisions for assessment of the impacts of the discharge to the ASBS. Specifically, Order No. R3-2014-0012 states that a comprehensive study every 10 years to evaluate the effects of the discharge on the Carmel Bay ASBS. (See attached excerpt from Order No. R3-2014-0012.)

The last Carmel Bay ASBS study was completed in 2012-2013 by the Applied Marine Sciences, Inc. (also the CCLEAN Manager). The next Work Plan is due in September of 2022 and the Comprehensive Report is due at the end of March 2023.

Staff recommends that the Board approve the vendor selection of Applied Marina Sciences, Inc. (AMSI) to perform these tasks for the upcoming requirements.

AMSI led the effort to design the Central Coast Long-term Environmental Assessment Network (CCLEAN) regional monitoring program and currently has a three-year contract to provide ongoing technical direction and management of the CCLEAN program.

This program is funded by four municipal dischargers and an industrial discharger, under the direction of the State of California Central Coast Regional Water Quality Control Board. CCLEAN activities focus on water quality issues, with an emphasis on measurement of contaminant inputs and effects in near-shore waters. Based upon a consensus-building approach, the program was designed to satisfy regulatory requirements, as well as to document the status and trends of important water quality indicators in the area.

The AMSI team is headed by Senior Marine Biologist, Mr. Dane Hardin, who is the Project Manager, of the Central Coast Long-term Environmental Assessment Network (CCLEAN). Mr. Hardin is intimately familiar with local issues and is highly regarded in the local marine environmental science field. Mr. Hardin is also remarkably familiar with CAWD's permit requirements as he has in the past provided services for the following: AMSI's Project Manager for CAWD's Carmel River Lagoon Enhancement Project, CAWD's 2012-2013 Work Plan and Comprehensive Study to study the effects of CAWD's discharge to Carmel Bay ASBS and has worked successfully with CAWD staff on these projects. Mr. Hardin also took part in the peer review process when EOA, Inc. prepared the original Carmel Bay ASBS report in 2002.

Staff believes the AMSI team headed by Mr. Hardin is the perfect fit to conduct the required study from the experience listed above, and so recommends that the Board authorize the General Manager to execute a consulting services agreement with AMSI for the preparation of a Work Plan and Comprehensive Study to study the effect of CAWD's discharge to the Carmel Bay ASBS in accordance with Central Coast Regional Water Quality Control Board Order No. R3-2014-0012 and NPDES No. CA00477996.

FUNDING

The Contract will be on a sustained activity and deliverable deadline basis with an estimated cost of \$37,290. The last two studies costs in 2012 and 2002 were \$30,812 and \$39,000, respectively. Mr. Hardin is confident that with the data available to AMSI and the scope of work, AMSI can complete the work within the specified cost estimate and satisfy permit requirements.

Actual funding of the \$37,290.00 would come out of account number 8980.006, which is the Contingencies account.

**Carmel Area Wastewater District
Comprehensive Study of Wastewater Discharge on
Carmel Bay Area of Special Biological Significance
Ten Year Review**

**Scope of Work and Schedule
Applied Marine Sciences, Inc.**

1. Develop Workplan

A Workplan will be developed that describes the available data and analytical approaches that will be used to evaluate trends in the CAWD discharge on the Area of Special Biological Significance (ASBS). It is anticipated that data from the Central Coast Long-term Environmental Assessment Network (CCLEAN) will provide the most pertinent data to assess whether the concentrations and loads of contaminants in CAWD discharge have changed over the past 10 years. The CAWD discharge data will be compared with available discharge data for the Carmel River to evaluate the relative influence of each source on the ASBS. Additionally, trends associated with contaminants and water-contact recreation in the ASBS, based upon mussels and bacterial sampling, respectively, will be assessed to determine whether there have been significant changes over the last decade.

The Workplan will specify the available data sources and how each will be used to determine:

- permit compliance,
- trends in the quality and quantity of the Carmel River and CAWD discharges,
- trends in contaminant concentrations in water and mussels in the ASBS and,
- relationships between the discharges and trends in the ASBS,
- any occurrences of human disease associated with water-contact recreation or consumption of mussels from the ASBS.

2. Obtain Information

Extensive data collected on behalf of CCLEAN are available for the Comprehensive Study. The long-term monitoring program measures the concentrations and loads of nutrients and organic contaminants that have been discharged by CAWD, as well as annual concentrations of these constituents in mussels adjacent to the Carmel River Beach. To supplement CCLEAN data, other relevant information will be used to inform understanding of trends in the CAWD discharge. These include data from the Central Coast Ambient Monitoring Program, National Status and Trends, and the County of Monterey Department of Environmental Health.

3. Perform Comprehensive Study

The Comprehensive Study will involve assessment of data and reported results according to the process outlined in the Workplan. After pertinent data have been obtained, they will be tabulated and formatted for appropriate statistical procedures, such as Analysis of Variance, Pairwise t-tests, and Regression modeling. Data will also be graphed in R to summarize the key outcomes in a less-technical manner. As described above, the overall analytical approach will focus on determining whether trends over time have occurred in the ASBS, and the statistical probability that those changes are associated to the quality and quantity of discharges from CAWD and the Carmel River.

4. Written Report

A report will be provided that documents study objectives, methods (i.e., data sources and analytical methods used), and the results of analyses. The report will be submitted to CAWD in draft form and revisions will be made, as necessary, before submittal to the Water Board. Revisions will also be made, as necessary, to ensure that the final report is acceptable to the Water Board.

4.1. Schedule

The Workplan will be completed for CAWD review within six weeks of contract agreement, for submittal to the Water Board (see Figure 1). Revisions will be made, as necessary, to address CAWD and Water Board comments, prior to initiating data gathering and analysis.

A report on The Comprehensive Study will be completed in draft form for CAWD review before submittal of the final analysis to the Water Board by March 2023.

Figure 1. Schedule for Comprehensive Study of the effects of the Carmel Area Wastewater District discharge on the Carmel Bay Area of Special Biological Significance.

Task	2022					2023		
	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar
1. Develop Workplan								
2. Obtain Information								
3. Perform Comprehensive Study								
4. Write Report								

Sustained activity

Deliverable deadline

**Carmel Area Wastewater District
Comprehensive Study of Wastewater Discharge on
Carmel Bay Area of Special Biological Significance**

**Exhibit B
Consultant Team
Applied Marine Sciences, Inc.**

Applied Marine Sciences, Inc. (AMS) will provide a team that includes the following personnel:

1. Aroon Melwani, Senior Scientist / Project Manager
2. Dane Hardin, Technical Advisor
3. Erika Senyk, Staff Scientist

**Carmel Area Wastewater District
Comprehensive Study of Wastewater Discharge on
Carmel Bay Area of Special Biological Significance**

**Exhibit C
District Services
Applied Marine Sciences, Inc.**

Applied Marine Sciences, Inc. (AMS) assumes that Carmel Area Wastewater District will provide the following services:

1. Data on annual volumes of wastewater discharged to Carmel Bay Area of Special Biological Significance, in spreadsheet format, including the following:
 - a. Concentrations of nutrients not yet received.
 - b. Volume of wastewater discharged on days that samples were collected for analysis of an item and during CCLEAN high-volume sampling for periods not yet requested.
2. Data on bacteria concentrations in ocean waters, as periodically required by the CAWD NPDES permit, in spreadsheet format.
3. Access to other such wastewater discharge records and data as might be necessary for the completion of the Comprehensive Study.

**Carmel Area Wastewater District
Comprehensive Study of Wastewater Discharge on
Carmel Bay Area of Special Biological Significance**

**Exhibit D
Budget and Payment Schedule
Applied Marine Sciences, Inc.**

Applied Marine Sciences, Inc. (AMS) will submit monthly invoices for reimbursement on a time and materials basis, not to exceed a total of \$37,290, according to the attached budget.

Cost Element	Unit	Rate	Develop WP	Obtain Info.	Comp. Study	Written Report	Total Cost
Labor							
Project Manager	hour	\$190	20	8	48	48	\$23,560
Technical Advisor	hour	\$195	2	2	8	2	\$2,730
Staff Scientist	hour	\$110	16	32	32	20	\$11,000
Total Cost			\$5,950	\$5,430	\$14,20	\$11,710	\$37,290

Table 8. Toxicity Reduction Evaluation—Schedule

Action Step	When Required
Take all reasonable measures necessary to immediately reduce toxicity, where the source is known.	Within 24 hours of identification of noncompliance.
Initiate the TRE in accordance to the Workplan.	Within 7 days of notification by the EO
Conduct the TRE following the procedures in the Workplan.	Within the period specified in the Workplan (not to exceed one year, without an approved Workplan)
Submit the results of the TRE, including summary of findings, required corrective action, and all results and data.	Within 60 days of completion of the TRE
Implement corrective actions to meet Permit limits and conditions.	To be determined by the EO

b. Water Contact Monitoring (Bacterial Characteristics)

In accordance with Ocean Plan section III.D.1.b, if a single sample exceeds any of the bacteriological single sample maximum (SSM) standards contained within section V.A.1 of this Order, repeat sampling at that location shall be conducted to determine the extent and persistence of the exceedance. Repeat sampling shall be conducted within 24 hours of receiving analytical results and continued daily until the sample result is less than the SSM standard or until a sanitary survey is conducted to determine the source of the high bacterial densities.

When repeat sampling is required because of an exceedance of any one single sample density, values from all samples collected during that 30-day period will be used to calculate the geometric mean.

(This requirement is also footnoted in Table E-7 of section VIII.A of Monitoring and Reporting Program No. R3-2013-0012)

c. Area of Special Biological Significance (ASBS) Discharge Evaluation

Paragraph 2 of State Water Resources Control Board Resolution No. 84-78 requires yearly monitoring and a comprehensive study every ten years to evaluate the effects of the discharge on the Carmel Bay ASBS. The CCLEAN monitoring requirements satisfy the yearly ASBS monitoring requirements. A comprehensive study workplan and subsequent report were submitted in October 2012 and June 2013, respectively. The June 2013 report showed no measurable effect of the discharge on the ASBS and more intensive or frequent monitoring is therefore not required per Resolution No. 84-78. This special provision acts as a place holder for the next ten year comprehensive study workplan and report due September 2022 and March 2023, respectively.

3. Best Management Practices and Pollution Prevention

a. Pollutant Minimization Program

RESOLUTION 2022-46

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO ENTER INTO SERVICE AGREEMENT WITH APPLIED MARINE SCIENCES, INC. FOR THE PREPARATION OF A WORK PLAN AND STUDY OF THE DISTRICT'S EFFLUENT EFFECT ON THE CARMEL BAY AREA OF SPECIAL BIOLOGICAL SIGNIFICANCE, IN AN AMOUNT NOT TO EXCEED \$37,290

-oOo-

WHEREAS, by the staff report provided to this Board with the agenda packet for the July 28, 2022 regular Board meeting, staff, has recommended that the District enter into a consulting services agreement with Applied Marine Sciences, Inc. to prepare a Work Plan and Comprehensive Study and Report of the Carmel Area Wastewater Effluent's Effect on the Carmel Bay Area of Special Biological, a task required on a ten year cycle by National Pollutant Discharge Elimination System Order R3-2014-0012;

WHEREAS, the District received a Scope of Work and Schedule from Applied Marine Sciences, Inc. for professional services to prepare a Comprehensive Study of Wastewater Discharge on Carmel Bay Area of Special Biological Significance from Carmel Area Wastewater District;

WHEREAS, in order to proceed with Scope of Work and Schedule of the project, the District must execute a contract with Applied Marina Sciences, Inc. to prepare data and write a report for the project as summarized in their proposal dated July 11, 2022 in the amount of \$ 37,290.

WHEREAS, by staff report provide to this Board, staff recommends the transfer of \$37,290 from the Contingency Account 8980.006 to fund the services for Scope of Work and Schedule.

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

(1) hereby authorizes the General Manager to enter into a service agreement with Applied Marina Sciences to prepare the comprehensive study of wastewater discharge on Carmel Bay area of special biological significance, ten-year review.

(2) it does hereby authorize and direct the 2022-2023 Budget to be amended by transfer of \$37,290 from the Contingency Account 8980.006 for the Scope of Work and Schedule services described hereinabove.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on July 28, 2022.

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: July 28, 2022
Subject: Sewer User Fee Rate Model Study-
Request for Proposal (RFP)

RECOMMENDATION

It is recommended that the Board of Directors approve a resolution authorizing the General Manager to circulate a Request for Proposals for a Sewer User Fee Rate Model Study.

DISCUSSION

This RFP was first delivered to the Board in May 2020. At that time the Board declined to circulate. At the regular June 2022 meeting the Board made request to send out the RFP. No changes have been made to the 2020 submission other than the dates.

The District has utilized the rate model provided by the State Water Resources Control Board (SWRCB), latest version release date March 1998, for over twenty-five years. Because the District was built utilizing grant funds, we were required to implement a revenue program that complies with Section 204(b)(1) of the Clean Water Act, Federal and State Regulations and Policies of the SWRCB. The revenue program guidelines issued by the SWRCB meet that requirement. However, over time the Board has inquired as to the accuracy of the District's rate modeling efforts and has requested a study that would review current practices and analyze both tiered rates and implementation of rate zones. This RFP is an effort to ensure the accuracy of our rate setting process and to analyze areas where the District may need to consider refinements to current practices.

FUNDING

This work would occur under the Fiscal Year 2022-23 budget. There was no budget provision made for a rate study; therefore any costs would come from the Contingency line item. Estimated cost \$50,000.

Attachment: Request for Proposals for Sewer User Rate Model Study



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
Charlotte F. Townsend
Ken White

REQUEST FOR PROPOSALS FOR SEWER USER FEE RATE MODEL STUDY July 28, 2022

INTRODUCTION

Carmel Area Wastewater District (CAWD) is seeking to retain a qualified professional consultant(s) or firm to prepare a Wastewater User Fee Study for the District. This Request for Proposals (RFP) is expected to result in a contract (Professional Services Agreement) with a cost not to exceed the listed amount. The selected consultant shall perform the tasks specified in the "Scope of Work". The consultant is encouraged to suggest additions or modifications to the scope that will enhance or clarify the study and such suggestions should be incorporated into the proposal.

PURPOSE OF THE RFP

The District is seeking proposals from qualified individuals or firms to perform a comprehensive wastewater sewer user fee study with a cost allocation plan. The intent of the study is to independently assess the District's existing use rates and other fees charged by the District; and to develop equitable rates that are based on a cost of service analysis.

BACKGROUND

CAWD, organized July 8, 1908, and is governed under the provisions of the Sanitary District Act of 1923, Health and Safety Code, Section 6400 et sq., as amended. The function of the District is to provide, operate and maintain sewage collection, treatment, and disposal facilities for the properties included within its boundaries and for certain contracted adjacent properties. The District also supplies reclaimed water to the Monterey Peninsula Water Management District.

In March 1969, the District entered into an agreement with the Pebble Beach Community Services District (PBCSD) for treatment and disposal of sewage service delivered by PBCSD. It was anticipated that the contract would account for approximately one third of the capacity of the District's treatment plant. PBCSD began delivering sewage to the District in the fiscal year 1970-71 and reimburses the District for one third of its operating treatment and disposal expenses plus a portion of general and administrative expenses at an agreed upon annual fee for this service. The agreement has been modified several times over the years and currently operates under the 1994 amended agreement.

Under the same agreement, PBCSD also reimburses the District for one-third the cost of capital assets purchased or constructed for sewage treatment and disposal. CAWD maintains sole ownership of the wastewater treatment plant and related capital assets. PBCSD has only a contractual "right to use" one-third of the sewage treatment plant's capacity under the terms of the most recent modified 1994 agreement and no rights to ownership of the District's capital assets.

CAWD provides collection, treatment, and disposal of wastewater for approximately 11,000 residents, businesses, and government within the District and treatment and disposal for an additional 4,500 residents in Del Monte Forest as provided for by the contract agreement with PBCSD.

The District treats wastewater from Carmel and surrounding areas providing advanced treatment to near drinking water standards. Almost all treated wastewater is sent to Del Monte Forest where it is used to irrigate seven world famous golf courses including Pebble Beach, Poppy Hills, and Spanish Bay.

The District is located on the Monterey Peninsula in Monterey County, California approximately 125 miles south of San Francisco. The existing CAWD treatment plant is on the south bank of the Carmel River approximately one-third of a mile west of the State Route 1 Bridge. The administration office is located at 3945 Rio Road, Carmel.

SCOPE OF WORK

A. Rate and Fee Study

- a. Provide a comparison of current wastewater system costs against appropriate benchmarks.

- b. Provide a comparison of current and proposed wastewater rates and capacity charges against a representative set of public agency wastewater purveyors in the surrounding area and beyond the surrounding area.
- c. Evaluate the existing wastewater user fee structure for conformance with existing statutory regulations and make recommendations for any changes that are necessary to maintain compliance.
 - i. Provide recommendations that may assist in more equity within the existing rate structure and justifications for any proposed changes.
 - ii. Demonstrate that any alternative rate structure is easy to understand and administer and can be accommodated in Excel spreadsheet form.
- d. Recommend rate structures based on the following:
 - i. Current and future cost of providing services in accordance with established and anticipated standards and regulations.
 - ii. Projected demand of growing service area.
 - iii. Age and condition of the wastewater system and projected replacements for infrastructure based on the Districts fifteen-year Capital Improvement Plan (CIP).
 - iv. Funding requirements for all current and long-term liabilities and debt obligations.
 - v. Impact of current and future wastewater and recycled water regulations.
 - vi. Provide a methodology for annual inflationary adjustment in compliance with Proposition 218.
 - vii. Cash flow and working capital.
 - viii. Projected revenues, operating expenses, and other funding source requirements with an understanding of the District's historical trends.
 - ix. Impact of sea level rise on current facility and exposure at that location and the impact on rates if treatment facility is relocated.
- e. Evaluate the current capacity connection and make recommendations for any changes for "buy-in" and new capacity.
- f. Evaluate all current user fees
- g. Evaluate all current customer categories

- h. Evaluate District customers for potential tiered rate structure and potential “zones” to provide a more equitable allocation of costs.
- i. Provide a ten-year forecast of revenues, operation and maintenance expenses, capital improvement costs, identify a five-year rate structure to ensure that adequate revenues will meet reserve policy levels, bond debt coverage requirements, and capital funding.
 - i. Alternate levels of capital funding may be based on the Districts fifteen-year Construction In Progress (CIP) with the ability to adjust the model for different levels of CIP funding.
 - ii. Alternatives to include debt financing as compared to pay-as-you-go scenarios to be considered.
- j. Provide a user-friendly computer rate model, which the District can use for forecasting and planning. This model should be capable of being updated with actual costs and users for future annual review of rates. The model must have the ability to run CIP scenarios and quickly show impact on rates.
 - i. Train District staff in the use of running “scenarios” that will provide a full understanding of how the rate model operates.
- k. The recommended rate structures shall be consistent with industry practice for utility rate making in California. The rate study shall recommend a rate structure based upon standard rate practices that meet the criteria.
- l. The recommended rate structure shall be planned for five years.
- m. Prepare a draft and final report, supplied in electronic format which included the following items:
 - i. A brief description of the District
 - ii. Service area description, including population served
 - iii. The source of supply as appropriate and projections on future growth and statement of consultant regarding sufficiency to meet demand
 - iv. A brief description of the capital improvement program, a fifteen-year summary of proposed capital expenditures and a statement regarding reasonableness of those estimates
 - v. A consideration of the impact of sea level rise on the District’s rate model – and the potential impact on rates if plant is moved.
 - vi. The revenue and expense projections for the District and each cost center

- vii. The rate comparison of existing revenues to meet the required needs of the District and discussion of recommended inflationary increases necessary to meet the future needs of the utility.
- n. Provide data supporting conclusions and observations made for each of the areas above and cite within the Study.
- o. Present the information to the Board of Directors and the Public at a workshop.

RATE AND FEE STUDY TIMELINE

The District wishes to implement any rate adjustments for the Fiscal Year beginning July 1, 2023. Please provide a timeline for the proposed study. The project timeline must incorporate necessary time and tasks for review of the rate study, development and mailing of the Proposition 218 notice, and adoption of new rates by the CAWD Board of Directors. Adoption by the Board must include a first (March 2023) meeting and second meeting (June 2023) to be held at the regularly scheduled monthly Board meeting. The District Board meetings are held on the last Thursday of the month.

PROPOSAL FORMAT AND CONTENTS

The proposal for the Sewer User Fee Study shall address all of the scope of work items in this request for proposal and be submitted per the following instructions.

1. General:
 - a. Proposal should be submitted electronically to downstream@cawd.org
 - b. Title page should show the request for proposal's subject, the firm's name, the name address and telephone number of a contact person, and the date of the proposal
 - c. The title page should indicate "Proposal for Sewer User Fee Study"
 - d. Include a table of contents
 - e. Include a signed letter briefly stating the firms understanding of the work to be done, the commitment to perform the work within the time, a statement why the firm believes itself to be best qualified to perform the engagement

- f. Include a statement that the proposal is firm and will be valid for ninety (90) days
- g. Include a signature of a person authorized to bind consultant to the terms of the proposal
- h. Include a certificate of insurance with current effective dates that includes, commercial general liability insurance, automobile insurance. Workers' Compensation, and an endorsement

2. Qualifications and References:

a. Qualifications of the firm:

- i. Identify the size of your firm and location of the office from which the work will be conducted.
- ii. Qualifications of Professional Staff – identify the key engagement partners, managers, and other staff members who would be assigned to conduct the Study and indicate their qualifications.
- iii. Subcontractors – Please clearly indicate whether subcontractors will be used in fulfilling the proposal. If the firm plans to use subcontractors, please provide an overview of the firm, project involvement, and qualifications of staff.

b. References:

- i. Please provide a list of consulting experiences for agencies similar in type and size to CAWD.
- ii. List three (3) client references for work of similar size and scope of service as contained in this request for proposals. Include the following information for each reference:
 - Customer name
 - Contact name and title
 - Telephone and email
 - Street address, State, Zip code
 - Description of services

CAWD reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

EVALUTION OF PROPOSAL AND NEGOTIATIONS

All proposals submitted will be reviewed by an evaluation panel consisting of the CAWD Budget Committee. At the completion of the proposal review, the panel may elect to invite the top scoring firms to make a presentation at no cost to the District. The District may negotiate with that firm to determine final pricing and contract form. There will be no public opening and reading of bids.

Proposals will be evaluated on the following criteria:

- Qualifications of the firm
- Qualifications of the personnel
- Related experience
- References
- Ability to understand the District's needs
- Completeness of response
- Reasonableness of cost and price
- Availability schedule

CONDITIONS AND STIPUTLATIONS

The District reserves the right to reject any and all proposals, cancel all or part of this RFP, and waive any non-material irregularities or informalities and to request additional information and clarification regarding any particular service from the proposing firms. By requesting proposals, the District is in no way obligated to select any proposal or pay expenses of the proposing firms in connection with the preparation or submission of a proposal. The District reserves the right to reject any firm for any reason. The proposal should be the best effort possible by the firm, since the District reserves the right to award the contract with no further negotiations. Conversely, the District reserves the right to negotiate with the successful proposer any additional terms and conditions not contained in their proposal, which are in the best interest of the District or to otherwise revise the scope of this RFP. All proposals, whether accepted or rejected, shall become the property of the Carmel Area Wastewater District. All proposals received become public record. The District's decision to award a contract will be based on many factors, including but not limited to service, cost, experience, and ability to deliver, or for any other reason deemed by the District to be in the best interest of the District. No single factor, such as cost, will determine the final decision to award.

This RFP and the firm's response, including all promises, warranties, commitments, and representations made in the successful proposal, shall become binding contractual obligations, and will be incorporated by reference in the final agreement between the Carmel Area Wastewater District and the selected firm. All terms and conditions not specifically identified as exceptions will be considered acceptable to the Consultant.

ESTIMATED SCHEDULE

Request for Proposals (RFP) Release:	August 12, 2022
Written Inquiry Deadline	September 16, 2022
Proposals Due:	October 14, 2022
Board of Director's Contract Approval	October 27, 2022
Finished project submitted to District	February 17, 2023

POINT OF CONTACT

All questions shall be directed to Barbara Buikema, General Manager at buikema@cawd.org or by phone at (831) 624-1248.

Proposals must be received by the **deadline of October 14, 2022, 4:00 p.m.**
Postmark will be date stamp of electronic email.

Thank you for your interest in working with the Carmel Area Wastewater District for this service. We look forward to receiving your proposal.

Respectfully,

Barbara Buikema
General Manager
Carmel Area Wastewater District
3945 Rio Road
Carmel, CA 93922

If there are any questions regarding this request for qualifications, please contact Barbara Buikema at (831)624-1248 or email her at buikema@cawd.org .

RESOLUTION 2022-47

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO CIRCULATE A
REQUEST FOR PROPOSAL (RFP) FOR A SEWER USER FEE RATE MODEL STUDY
AT AN ESTIMATED COST OF \$50K

-oOo-

WHEREAS, the District is interested in undertaking a Sewer User Fee Rate Study to analyze the existing rate model for accuracy and examine other areas for refinement or improvements; and

WHEREAS, the District is interested in finding qualified consultants to provide services to study sewer user fee models.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Carmel Area Wastewater District, hereby authorizes the General Manager to circulate a "Request for Proposals" among consultants that develop sewer user fee rate model studies in order to evaluate and select a qualified consultant.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on July 28, 2022.

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: Patrick Treanor, Plant Engineer

Date: July 28, 2022

Subject: Project #22-06 – Vactor Receiving Station Design – Kennedy Jenks

RECOMMENDATION

It is recommended that the Board of Directors adopt a resolution authorizing the General Manager to execute a Professional Services Agreement with Kennedy Jenks for developing design documents for a new Vactor Receiving Station at the Wastewater Treatment Plant (WWTP). The design documents would be prepared for a not to exceed price of \$104,950.

DISCUSSION

The Collections department currently uses an earthen pit at the WWTP to dump the wet waste collected in the vactor truck. The earthen pit is cleaned on a regular basis to remove debris. The current system is cumbersome and messy. A new vactor station receiving station would allow better collection of vactor waste by means of piped drainage and concrete containment.

The proposal from Kennedy Jenks to design a new Vactor Receiving Station is attached.

FUNDING

The Carmel Area Wastewater District Treatment Plant Long Term Capital Budget includes \$100,000 in FY22/23 for design of the new Vactor Station. The remaining \$4,950 needed for the design will come out of the budget for Engineering Consulting Fees (Account #5500.006).

Attachment:

1. Proposal – Kennedy Jenks

May 18, 2022

WWTP Vactor Receiving Station

Carmel, Ca.



275 Battery Street., Suite 550

San Francisco, CA 94111

Office Ph: (415) 243-2150

18 May 2022

Mr. Patrick Treanor, P.E.
Plant Engineer
Carmel Area Wastewater District (CAWD)
3945 Rio Road
Carmel, CA 93922

Subject: Proposal for Professional Engineering Services
WWTP Vactor Receiving Station
KJ Proposal No. 22680XX.XX

Dear Mr. Patrick Treanor,

Kennedy Jenks (KJ) is pleased to submit this proposal to provide professional engineering services for design, project management, bid services for a new vactor receiving station at the Wastewater Treatment Plant (WWTP).

Project Overview

Carmel Area Wastewater District (CAWD) currently uses vacant grass areas to stage the collection systems solids before disposal and has identified the need to construct a permanent vactor receiving station to facilitate this operational function at the plant. The scope includes the design of the vactor receiving station to be located at the south end of the plant near the Equipment Storage Building. It will consist of three concrete walls with a sloped floor to allow for liquids to be isolated within the station. Any liquids will be collected via drain inlets that will be connected to the existing drain system directing the flow to the headworks of the WWTP. A new paved driveway from the WWTP perimeter access road to the vactor receiving station will be provided. The design will incorporate the space allocation for a lowboy dumpster in the rear of the vactor receiving station so that waste can be stored there directly without the need to bring a separate loader to remove the solids and will thus improve operational efficiency.

Design assumptions and exclusions include:

- CAWD will prepare Divisions 00 and 01 specifications.
- KJ will prepare technical specifications.

- Existing survey provided by CAWD will be sufficient for this effort.
- No electrical or instrumentation required.
- In lieu of a Geotechnical Investigation, KJ will need seismic design criteria which can be obtained as a letter from previous Geotech (Engeo) who developed the WWTP report. The letter will also incorporate this project into the report with minimal effort.
- Engineering Services During Construction proposal will be provided at a later date.

Scope of Work

Task 1 – Project Management

Task 1.1 - Project Management

This task includes project set up, invoicing, QA/QC, and project team coordination. KJ has included one 1-hour virtual kick-off meeting.

Task 1.2 - Site Visit

KJ proposes a one 1-hour site walk to confirm survey accuracy and confirm the location, existing conditions, and design parameters for the vector receiving station with CAWD.

Task 1.3 - Quality Assurance/Quality Control (QA/QC)

Our QA/QC program includes the internal review of all deliverables prior to submitting them to CAWD for review.

Task 1 Assumptions:

- *KJ Staff (up to two people) will attend the site visit.*

Task 1 Deliverables:

- *Kick-off meeting agenda and notes (electronic PDF format)*
- *Monthly Invoices (Electronic PDF format)*

Task 2 – Design

Task 2.1 – 50% Design

KJ will provide 50% design drawings, specification TOC, and OPCC.

Task 2.1.1 – 50% Drawings

KJ will develop detailed 50% drawings based on the project background and understanding. The proposed drawing list is provided at the end of this proposal.

Task 2.1.2 – 50% Specifications

KJ will prepare a table of contents of the technical specifications that will need to be coordinate with CAWD front-end specifications. The proposed technical specification list is provided at the end of this proposal.

Task 2.1.3 – 50% OPCC

KJ will prepare an Engineer's Opinion of Probable Construction Cost (OPCC) for the construction of the project for the CAWD team to review. The estimate cost will be at the AACE Class Level 4 with an accuracy of +30% to -15%.

Task 2.1.4 – 50% Design Review Meeting

KJ will attend a virtual 50% Design Review Meeting where the redline comments from CAWD team members and project stakeholders will be discussed. KJ will prepare draft responses prior to the meeting.

Task 2.2 – 90% Design

Upon completion of the design review, KJ will incorporate CAWD's comments into the 90% design. KJ will provide 90% design drawings, specifications and revised OPCC.

Task 2.2.1 – 90% Drawings

KJ will advance the design drawings to 90% and incorporate CAWD comments.

Task 2.2.2 – 90% Specifications

KJ will prepare the technical specifications that shall be merged with the front-end specifications by CAWD.

Task 2.2.3 – 90% OPCC

KJ will prepare an Engineer's Opinion of Probable Construction Cost (OPCC) for the construction of the project for the CAWD team to review. The estimate cost will be at the AACE Class Level 2 (Design Development) with an accuracy of +15% to -5%.

Task 2.2.4 – 90% Design Review Meeting

Based on the proposed project schedule, KJ team members will attend a virtual 90% Design Review Meeting where the redline comments from CAWD team members and project stakeholders will be discussed.

Task 2.2.5 – Final Design

Upon completion of the 90% design review, KJ staff will incorporate any red line comments and prepare bid documents.

Task 2 Assumptions:

- *CAWD will prepare the front-end specifications (Divisions 00 and 01).*

- CAWD will lead CEQA/Environmental requirements and hire a subcontractor as required.

Task 2 Deliverables:

- *Geotech Letter*
- *50% Set of Drawings (half size, electronic PDF format)*
- *50% Technical Specification Table of Contents (electronic PDF format)*
- *50% OPCC (electronic PDF format)*
- *50% Draft response to comments prior to the Design Review Meeting (electronic PDF format)*
- *90% Set of Drawings (half size, electronic PDF format)*
- *90% Technical Specification Sections (electronic PDF format)*
- *90% OPCC (electronic PDF format)*
- *90% Draft response to comments prior to the Design Review Meeting (electronic PDF format)*
- *Bid Drawings "Issued for Construction" (full size, electronic PDF format)*
- *Bid Specifications (electronic PDF format)*
- *Final OPCC (electronic PDF format)*

Task 3 – Bidding Assistance

Task 3.1 – Pre-Bid Meeting

KJ will attend an in-person Pre-bid Conference for prospective bidders, led by CAWD. KJ will prepare the meeting agenda and notes.

Task 3.2 – Bidder Clarifications

During the bidding phase, KJ will respond to up to ten (10) enquiries from bidders regarding the proposed project. KJ has assumed that CAWD will distribute responses to potential bidders.

Task 3.3 – Addenda

KJ will prepare up to two (2) addenda resulting from question asked at the Pre-Bid conference or questions sent to bidders to CAWD directly during the bid phase of the project. Each written addendum is anticipated to be no more than five (5) pages.

Task 3.4 – Bid Evaluation Support

KJ will review construction bids received and prepare a brief email recommendation to CAWD regarding bid responsiveness, bidder capabilities, and contract award.

Task 3.5 – Conformed Documents

KJ will prepare conformed drawings and specifications incorporating changes to the contract documents by addenda.

Task 3 Assumptions:

- *CAWD will advertise and distribute project documents to prospective bidders.*
- *CAWD will contact references if required to evaluate the apparent low bidder.*
- *Up to ten (10) bidder clarifications.*
- *No more than two (2) addenda and no more than five (5) pages each.*

Task 3 Deliverables:

- *Conformed Drawings and Specifications (2 hard copies and electronic pdf)*
- *Pre-Bid Meeting Agenda and Meeting Summary (electronic PDF format)*
- *Bidder Clarifications (electronic PDF format)*
- *Addenda (electronic PDF format)*

Terms and Conditions

This proposal is based on current projections of staff availability and costs and, therefore, is valid for 90 days following the date of this letter. To assure a clear understanding of all matters related to our mutual responsibilities, the attached Standard Conditions dated 1 August 2021 are made a part of our agreement. If this proposal meets with your approval, please sign the proposal.

List of Drawings:

No.	Sheet No.	Title
1	G-01	Cover Sheet Index, General Location and Vicinity Map
2	G-02	General Abbreviations, Notes and Legend
3	C-01	General Civil Abbreviations, Legend, and Notes
4	C-03	Civil Site Horizontal Control Drawing
5	C-04	Civil Grading and Paving Plan
6	C-04	Civil Sections
7	C-05	Civil Details
8	C-06	Yard Piping Plan
9	S-01	General Structural Abbreviations and Notes
10	S-02	Structural Special Inspections and Tests Schedule
11	S-03	Structural Standard Details
12	S-04	Wall Plan, Section, and Details

List of Technical Specifications:

Spec No.	Title
02050	Demolition
02200	Site Preparation
02300	Earthwork
02530	Sewers
02700	Paving and Surfacing
02775	Concrete Curb Gutters and Sidewalks
03100	Concrete Formwork and Accessories
03200	Reinforcing Steel
03300	Cast-In-Place Concrete
03330	Concrete Curing
03600	Grouts
15400	Plumbing

Estimated Schedule:

Milestone	Completion Date	Duration (Weeks)
Notice to Proceed	7/1/2022	
Submit 50% Design	9/9/2022	10
CAWD Review	9/23/2022	2
Submit 90% Design	11/18/2022	8
CAWD Review	12/2/2022	2
Submit Final Design	12/30/2022	4
Overall Design Timeline	12/30/2022	26

Basis of Compensation:

In accordance with the attached Proposal Fee Estimate dated May 18, 2022 KJ proposes a not-to-exceed fee of \$104,950 to provide the scope of services on a time and materials (T&M) basis in accordance with the Phase Fee breakdown summarized below. A further breakdown of our proposed project budget and line-item descriptions of the project deliverables is provided the Proposal Fee Estimate. It is acknowledged the individual task budget breakdowns summarized below, are an estimate and may be transferred among each task, as long as the total budget is not exceeded.

Phase	Name	Estimated Fee Budget	
1	Project Management	\$	15,870
2	Design	\$	74,020
3	Bidding Assistance	\$	15,060
TOTAL		\$	104,950

The KJ Team appreciates the opportunity to submit another proposal for the continual improvements of the Carmel Area Wastewater District's Wastewater Treatment Plant and look forward to continuing to work with you and your staff. Please feel free to contact me at (925) 953-1521 should you have any questions.

Authorization:

KENNEDY/JENKS CONSULTANTS, INC.

Signature: 

Printed Name: Nick Lazarakis

Title: Principal

Date: 5/18/2022

CARMEL AREA WASTEWATER DISTRICT

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Contact Information

ADDRESS

275 Battery Street, Suite 550
San Francisco, CA 94111

CONTACT

Nick Lazarakis, P.E.
nicklazarakis@kennedyjenks.com
Phone: (925) 953-1521

Client:

Contract/Proposal Date:

Standard Conditions

1 August 2021

CLIENT and KENNEDY/JENKS CONSULTANTS, INC. ("CONSULTANT") agree that the following provisions shall be a part of their agreement.

1. **TERMS OF PAYMENT.** CLIENT will be invoiced at the end of the first billing period following commencement of work and at the end of each billing period thereafter. Payment in full of an invoice must be received by CONSULTANT within thirty (30) days of the date of such invoice.
2. **EFFECT OF INVOICE.** The work performed shall be deemed approved and accepted by CLIENT as and when invoiced unless CLIENT objects within fifteen (15) days of invoice date by written notice specifically stating the details in which CLIENT believes such work is incomplete or defective, and the invoice amount(s) in dispute. CLIENT shall pay undisputed amounts as provided for in the preceding paragraph.
3. **INTEREST; SUSPENSION OF WORK.** Failure of CLIENT to make full payment of an invoice so that it is received by CONSULTANT within said sixty (60) days of the date thereof subjects the amount overdue to a delinquent account charge of one percent (1%) of the invoice amount per month, compounded monthly, but not to exceed the maximum rate permitted by law. Failure of CLIENT to submit full payment of an invoice within sixty (60) days of the date thereof subjects this agreement and the work herein contemplated to suspension or termination at CONSULTANT's discretion.
4. **ADVANCE PAYMENT: WITHHOLDING OF WORK PRODUCT.** CONSULTANT reserves the right to require payment in advance for work it estimates will be done during a given billing period. CONSULTANT, without any liability to CLIENT, reserves the right to withhold any services and work products herein contemplated pending payment of CLIENT's outstanding indebtedness or advance payment as required by CONSULTANT. Where work is performed on a reimbursable basis, budget may be increased by amendment to complete the scope of work. CONSULTANT is not obligated to provide services in excess of the authorized budget.
5. **STANDARD OF CARE.** CONSULTANT's services performed under this agreement will be performed in a manner consistent with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or similar locality. When the findings and recommendations of CONSULTANT are based on information supplied by CLIENT and others, such findings and recommendations are correct to the best of CONSULTANT's knowledge and belief. No warranty, express or implied, is made or intended by this agreement, or by the foregoing statement of the applicable standard of care, or by providing consulting services or by furnishing oral or written reports of findings made. No entity other than CLIENT or CONSULTANT shall be construed as a beneficiary to this Agreement.
6. **INSURANCE COVERAGE.** CONSULTANT is protected by Worker's Compensation insurance as required by applicable state laws and will maintain employer's liability coverage of \$1,000,000 each accident for bodily injury, \$1,000,000 each employee and \$1,000,000 policy limit for bodily injury by disease. During the performance of this agreement CONSULTANT will maintain professional liability insurance with a limit of \$1,000,000 on a claims made, annual aggregate basis, and commercial general liability and automobile liability insurance each with a limit of not less than \$1,000,000 million on an occurrence basis.
7. **ALLOCATION OF RISK.** CLIENT and CONSULTANT have discussed the risks associated with this project and the extent to which those risks should be shared by CLIENT and by CONSULTANT, and have agreed:
(a) To the fullest extent permitted by law, CLIENT agrees to limit the liability of CONSULTANT, its officers, employees, and subconsultants to CLIENT, all landowners, contractors, subcontractors, lenders, suppliers, manufacturers, third parties, and their employees such that the total aggregate liability, including all attorneys fees and costs shall not exceed \$50,000.00 or the total fees paid for CONSULTANT's services on this project, whichever is greater. (b) All damages such as loss of use, profits, anticipated profits, and the like losses are consequential damages for which CONSULTANT is not liable. (c) CLIENT shall give written notice to CONSULTANT of any claim of negligent act, error or omission within one (1) year after the completion of the work performed by CONSULTANT. Failure to give notice herein required shall constitute a waiver of said claim by CLIENT.
8. **SERVICES DURING CONSTRUCTION.** Any construction inspection or testing provided by CONSULTANT is for the purpose of determining compliance by contractors with the functional provisions of project documents only. CLIENT agrees that CONSULTANT will have no inspection responsibilities at the jobsite except to the extent specifically provided for in the agreed upon scope of work. CONSULTANT shall not be held in any way to guarantee any contractor's work, nor to assume responsibility for means, methods or appliances used by any contractor nor to assume responsibility for a contractor's compliance with laws and regulations or for contractor's errors, omissions, or defective work. CLIENT agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for jobsite conditions during the course of construction of the project, including safety of all persons and property and that this responsibility shall be continuous and not be limited to normal working hours. CLIENT agrees to require in all construction contracts for the project, provisions that CLIENT and CONSULTANT shall be defended and indemnified by the contractor and its subcontractors and named additional insureds on contractor's and subcontractor's insurance. Any Opinion of Probable Construction Cost furnished by CONSULTANT are based on professional opinions and judgment, and CONSULTANT will not be responsible for fluctuations in construction costs.
9. **SERVICES BY CLIENT.** CLIENT will provide access to site of work, obtain all permits, provide all legal services in connection with the project, and provide environmental impact reports and energy assessments unless specifically included in the scope of work. CLIENT shall pay the costs of checking and inspection fees, zoning application fees, soils engineering fees, testing fees, surveying fees, and all other fees, permits, bond premiums, and all other charges not specifically covered by the scope of work. CLIENT shall designate to CONSULTANT the location of all subsurface utility lines and other subsurface man-made objects (in this agreement collectively called "buried utilities") within the boundaries of the jobsite. CONSULTANT will conduct at CLIENT's expense such additional research as in CONSULTANT's professional opinion is appropriate to attempt to verify the location of buried utilities at the jobsite, but CLIENT shall remain responsible for the accurate designation of their location and, shall indemnify, defend, and hold CONSULTANT harmless from any claims or loss arising from the failure to accurately locate buried utilities.
10. **COMPLIANCE WITH LAWS.** CLIENT and CONSULTANT shall each use reasonable care in its efforts to comply with laws, codes, ordinances and regulations in force at the time of the performance by each under this agreement, insofar as such laws are applicable to a party's performance. Unless otherwise provided for in the scope of work of this agreement or by law, the responsibility for making any disclosures or reports to any third party, for notifying all governmental authorities of the discovery of hazardous materials on the jobsite, and for taking corrective, remedial, or mitigative action shall be solely that of CLIENT. It is CONSULTANT's belief that the work is not subject to California or any applicable state Prevailing Wage Law, unless expressly identified as such within the scope of work. Should it be alleged or determined that some or all of the work is subject to California's or any applicable state Prevailing Wage Law, then CLIENT shall reimburse CONSULTANT for the additional costs associated with CONSULTANT complying with those laws.

Standard Conditions (Page 2)

1 August 2021

11. **USE OF DOCUMENTS.** Drawings, reports, writings and other original documents (documents) furnished by CONSULTANT are for the exclusive use of CLIENT and CONSULTANT retains all intellectual property rights including copyrights. Documents are furnished to CLIENT upon CLIENT's specific agreement that it assumes all liability resulting from the further distribution of such documents, or any portion of them, and that CLIENT will indemnify CONSULTANT and hold it harmless against any claims associated with the unauthorized use of such documents. In no event will CLIENT or any person acting on its behalf edit, abridge, or modify any document prepared by CONSULTANT without CONSULTANT's express written consent.
12. **ELECTRONIC DATA.** Documents provided by CONSULTANT in electronic formats are provided under the following conditions unless detailed otherwise in the scope of work or by a written amendment. Documents are provided in CONSULTANT's standard software formats. CLIENT recognizes that electronic data and its transmission can be easily damaged, may not be compatible with CLIENT'S software formats and systems, may develop inaccuracies during conversion or use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. As a condition of delivery of electronic data, CLIENT agrees to defend indemnify and hold CONSULTANT, its subconsultants, agents and employees harmless from and against all claims, loss, damages, expense and liability arising from or connected with its use, reuse, misuse, modification or misinterpretation. In no event shall CONSULTANT be liable for any loss of use, profit or any other damage.
13. **TERMINATION.** This agreement may be terminated by either party by written notice should the other party fail substantially to perform its obligations under this agreement and continue such default after the expiration of a seven (7) day notice period. Either party may terminate this agreement without necessity of cause upon the expiration of a thirty (30) day notice period. If this agreement is terminated by CLIENT in the absence of default by CONSULTANT, CONSULTANT shall be paid for services performed and costs incurred by it prior to its receipt of notice of termination from CLIENT, including reimbursement for direct expenses due, plus an additional amount, not to exceed ten percent (10%) of charges incurred to the termination notice date, to cover services to orderly close the work and prepare project files and documentation, plus any additional direct expenses incurred by CONSULTANT including but not limited to cancellation fees or charges. CONSULTANT will use reasonable efforts to minimize such additional charges.
14. **PRECEDENCE OF CONDITIONS.** Should any conflict exist between the terms herein and the terms of any purchase order or confirmation issued by CLIENT, the terms of these Standard Conditions shall prevail in the absence of CONSULTANT's express written agreement to the contrary.
15. **ASSIGNMENT: SUBCONTRACTING.** Neither CLIENT nor CONSULTANT shall assign any of its rights including a right to sue, or delegate its duties under this agreement without the written consent of the other.
16. **FORCE MAJEURE.** Any delay or default in the performance of any obligation of CONSULTANT under this agreement resulting from any cause(s) beyond CONSULTANT's reasonable control shall not be deemed a breach of this agreement. The occurrence of any such event shall suspend the obligations of CONSULTANT as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.
17. **MERGER: WAIVER: SURVIVAL.** This agreement constitutes the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations and/or agreements, written or oral. One or more waiver of any term, condition or other provision of this agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision. Any provision hereof which is legally deemed void or unenforceable shall not void this entire agreement and all other provisions shall survive and be enforceable.
18. **APPLICABLE LAW.** This agreement shall be interpreted and enforced according to the laws of the State of California. In the case of invalidity or unenforceability of any provision or portion thereof, the provision shall be rewritten and enforced to the maximum extent permitted by laws to accomplish as near as possible the intent of the original provision. Nothing herein shall be construed to provide for indemnification against damages arising from a party's gross negligence or willful misconduct.
19. **COUNTERPARTS; SIGNATURES.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that electronic (including without limitation .pdf), email or facsimile signatures of this Agreement shall have the same force and effect as original signatures. Each undersigned representative of the parties to this Agreement certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such party to this Agreement.

Client/Address: Carmel Area Wastewater District
 3945 Rio Road
 Carmel, CA 93922

Contract/Proposal Date: February, 2022

Custom Schedule of Charges

Date: January 1, 2021

PERSONNEL COMPENSATION

Classification	Hourly Rate
Engineer-Scientist-Specialist 1.....	\$135
Engineer-Scientist-Specialist 2.....	\$165
Engineer-Scientist-Specialist 3.....	\$190
Engineer-Scientist-Specialist 4.....	\$205
Engineer-Scientist-Specialist 5.....	\$220
Engineer-Scientist-Specialist 6.....	\$245
Engineer-Scientist-Specialist 7.....	\$275
Engineer-Scientist-Specialist 8.....	\$295
Engineer-Scientist-Specialist 9.....	\$310
CAD-Technician	\$130
Senior CAD-Technician	\$145
CAD-Designer	\$160
Senior CAD-Designer	\$175
Project Assistant.....	\$130
Administrative Assistant.....	\$110
Aide.....	\$90

No Associated Project Cost charge will be added to the Personnel Compensation.

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Project specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

If prevailing wage rates apply, the above billing rates will be adjusted as appropriate.

Overtime for non-exempt employees will be billed at one and a half times the Hourly Rates specified above.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2021 through December 31, 2022. After December 31, 2022, invoices will reflect January 1, 2022 Schedule of Charges.

Proposal Fee Estimate (Assoc. Proj. Costs per Schedule of Charges)

CLIENT Name: Carmel Area Wastewater District (CAWD)

PROJECT Description: WWTP Vactor Receiving Station

Proposal/Job Number: 22680XX.XX

Date: 5/18/2022

January 1, 2021 Rates	Eng-Sci-9	Eng-Sci-8	Eng-Sci-7-QA/QC Jose Cuevas	Eng-Sci-6-Janet Hoffman	Eng-Sci-5, Nick Lazarakis	Eng-Sci-5 QA/QC Jake Salter	Eng-Sci-4 Tom Gereffi	Eng-Sci-3 Kevin Castillo	Sr. CAD-Design	CAD-Design	Project Assistant	Admin. Assist.	Total	KJ Labor	Sub Engeo	KJ Sub-Markup	KJ ODCs	KJ ODCs Markup	Total Labor	Total Subs	Total Expenses	Total Labor + Subs + Expenses	
Classification:													Hours	Fees	Fees	10%	Fees	10%				Fees	
Hourly Rate:	\$310	\$295	\$275	\$245	\$220	\$165	\$205	\$190	\$175	\$160	\$130	\$110											
Phase 1 - Project Management																							
Task 1.1 - Project Management					32						8		40	\$8,080		\$0		\$0	\$8,080	\$0	\$0	\$0	\$8,080
Task 1.2 - Site Visit					8			8					16	\$3,280		\$0	\$100	\$10	\$3,280	\$0	\$110	\$0	\$3,390
Task 1.3 - Quality Assurance/Quality Control (QA/QC)			10			10							20	\$4,400		\$0		\$0	\$4,400	\$0	\$0	\$0	\$4,400
Phase 1 - Subtotal	0	0	10	0	40	0	0	8	0	0	8	0	76	\$15,760	\$0	\$0	\$100	\$10	\$15,760	\$0	\$110	\$0	\$15,870
Phase 2 - Design																							
Task 2.1 - 50% Design																							
Task 2.1.1 - 50% Drawings					12		32	24	32				100	\$19,360	\$5,000	\$500		\$0	\$19,360	\$5,500	\$0	\$24,860	
Task 2.1.2 - 50% Specifications					2		2	2					6	\$1,230		\$0		\$0	\$1,230	\$0	\$0	\$0	\$1,230
Task 2.1.3 - 50% OPCC				8	2								10	\$2,400		\$0		\$0	\$2,400	\$0	\$0	\$0	\$2,400
Task 2.1.4 - 50% Design Review Meeting					4		4						8	\$1,700		\$0		\$0	\$1,700	\$0	\$0	\$0	\$1,700
Task 2.2 - 90% Design																							
Task 2.2.1 - 90% Drawings					12	2	32	24	24				94	\$18,290		\$0		\$0	\$18,290	\$0	\$0	\$0	\$18,290
Task 2.2.2 - 90% Specifications					12	8	24	24			8		76	\$14,480		\$0		\$0	\$14,480	\$0	\$0	\$0	\$14,480
Task 2.2.3 - 90% OPCC				8	2								10	\$2,400		\$0		\$0	\$2,400	\$0	\$0	\$0	\$2,400
Task 2.2.4 - 90% Design Review Meeting					4		4						8	\$1,700		\$0		\$0	\$1,700	\$0	\$0	\$0	\$1,700
Task 2.2.5 - Final Design					8		16		8		4		36	\$6,960		\$0		\$0	\$6,960	\$0	\$0	\$0	\$6,960
Phase 2 - Subtotal	0	0	0	16	58		114	74	64	0	12	0	348	\$68,520	\$5,000	\$500	\$0	\$0	\$68,520	\$5,500	\$0	\$0	\$74,020
Phase 3 - Bidding Assistance																							
Task 3.1 - Pre-Bid Meeting					8								8	\$1,760		\$0	\$50	\$5	\$1,760	\$0	\$55	\$0	\$1,815
Task 3.2 - Bidder Clarifications			2		4	2	4	2					14	\$2,960		\$0		\$0	\$2,960	\$0	\$0	\$0	\$2,960
Task 3.3 - Addenda			2		4	2	8	2	8				26	\$5,180		\$0		\$0	\$5,180	\$0	\$0	\$0	\$5,180
Task 3.4 - Bid Evaluation Support					4								4	\$880		\$0		\$0	\$880	\$0	\$0	\$0	\$880
Task 3.5 - Conformed Documents					2		4		16				22	\$4,060		\$0	\$150	\$15	\$4,060	\$0	\$165	\$0	\$4,225
Phase 3 - Subtotal	0	0	4	0	22	4	16	4	24	0	0	0	74	\$14,840	\$0	\$0	\$200	\$20	\$14,840	\$0	\$220	\$0	\$15,060
All Phases Total	0	0	14	16	120	24	130	86	88	0	20	0	498	\$99,120	\$5,000	\$500	\$300	\$30	\$99,120	\$5,500	\$330	\$0	\$104,950

RESOLUTION NO. 2022-48

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH KENNEDY JENKS CONSULTANTS IN AN AMOUNT NOT TO EXCEED \$104,950 FOR WASTEWATER TREATMENT PLANT (WWTP) VACTOR RECEIVING STATION DESIGN (PROJECT #22-06)

-oOo-

WHEREAS, the existing CAWD WWTP does not have a suitable Vactor Receiving Station; and

WHEREAS, Kennedy Jenks has submitted an acceptable proposal and is well qualified to provide necessary design services at a competitive rate;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Carmel Area Wastewater District that it does hereby authorize the General Manager to enter into a professional services agreement, with a not to exceed amount of \$104,950, with Kennedy Jenks Consultants for WWTP Vactor Receiving Design.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on July 28, 2022, 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: July 28, 2022

Subject: SRT Consultants, Inc. Contract Amendment No. 31
Services for Carmel Meadows Sewer Replacement Project #19-03

RECOMMENDATION

Staff recommends that the Board of Directors:

- Adopt a resolution approving the contract amendment No. 3 with SRT Consultants, Inc. (SRT) for an amount not to exceed \$126,270 to provide construction support services for the project.
- Authorize the General Manager to sign a contract amendment for the proposed work.

DISCUSSION

On December 19, 2019, under resolution 2019-58 the Board approved a contract with SRT to provide engineering design services to provide plans, specifications, and environmental permitting for the Carmel Meadows Sewer Replacement project in the amount of \$255,445. The design would reroute existing gravity sewer lines to flow to a new lift station at the end of Mariposa Drive. The scope of work did not include removal of the existing aerial sewer pipes supported by piles. The Carmel Area Wastewater District (CAWD) Board requested that the removal of the existing sewer pipes and piles be added to the project. On February 25, 2021, the Board approved Amendment No. 1, in the amount of \$60,000 under resolution 2021-10, to add this item to the project plans. On October 28, 2021, the Board approved Amendment No. 2 in the amount of \$29,700 under resolution 2021-57, to include additional environmental services to remove the pipeline to the Draft Mitigated Negative Declaration the Coastal Development Permit.

In June 2022, with the approved resolution 2022-27, the Board certified the Initial Study/Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for this project. The Coastal Permit application is in process and staff have requested that SRT provide a proposal to perform construction and bid support services.

SRT has provided the attached amendment No. 3 proposal that includes engineering services during bidding and construction of the project in an amount not to exceed \$126,270 for a total contract amount not to exceed \$471,415.

FUNDING

There is adequate funding in the 2022/23 budget, in the amount of \$2M carryover for the remaining work to be completed in the contract, including the proposed additional services.

Attachments: SRT Proposal-Amendment No. 3 and Resolution 2022-49



July 22, 2022

Rachel Lather, MS, PE
Principal Engineer
Carmel Area Wastewater District
Via electronic mail

Subject: SRT Consultants Proposal Change Order No. 3 – Carmel Meadows Project

Dear Rachel,

Per your request, SRT Consultants (SRT) is pleased to submit this letter proposal and scope of work for the Carmel Meadows Lift Station and Sewer Replacement Project (project) describing the additional services and costs. This project includes installing a new lift station at Mariposa Drive, installing a new force main to connect the new lift station to the Highlands Force Main, rehabilitating the existing gravity sewer pipes and manholes between manholes T608 and S607, as well as removing the existing above-grade 6-inch ductile iron sewer pipes in the vicinity of Carmel River Estuary. SRT and its subconsultants were retained by Carmel Area Wastewater District (CAWD) to complete the detailed design, specifications, and cost estimate for this project, as well as to provide permitting support. The SRT team has successfully completed the afore-mentioned task despite some unforeseen issues. As this project continues to move forward, CAWD expressed its desire to retain the SRT team to provide engineering services during bid and construction.

ADDITIONAL SERVICES

This Amendment No. 3 would amend SRT's original contract with CAWD to add the following additional tasks and deliverables, as well as address extra efforts incurred in design phase due to previously unforeseen situations.

Task 1 – Bid Period Services

Under this task, SRT will provide engineering services during bid phase. SRT will:

- Attend pre-bid conference and site walk
- Prepare pre-bid conference agenda and notes
- Answer questions from perspective bidders during bid phase
- Prepare addenda to the project, if necessary
- Assist CAWD with canvas of bids and recommendation to award

SRT's subconsultants will answer any questions that are within their expertise (electrical, instrumentation & control, as well as environmental) and assist with preparation of addenda as necessary.

Assumptions for this task include:

- One pre-bid conference will be held during the bid phase
- SRT's subconsultants will not attend the pre-bid conference
- SRT will prepare up to five (5) addenda during the bid phase

Deliverables under this task include:

- Pre-bid conference meeting agenda and notes
- Project addenda, as necessary

Task 2 – Engineering Services during Construction

Under this task, SRT will provide engineering services during construction by:

- Setting up log system for shop drawings, requests for information (RFI)s, and requests for change orders
- Reviewing and responding to shop drawings, RFIs, and change order request(s) from the Contractor
- Attending monthly field meetings
- Providing coordination between the contractor and CAWD
- Prepare record drawings

Assumptions for this task include:

- Due to the uncertainty of supply chain and other availability issues, the overall construction duration is assumed to be 14 months
- SRT's hours is limited to a budget of 200 hours to provide these services. Additional hours will be negotiated at the time of construction if necessary
- Record drawings will be delivered to CAWD in PDF format; CAD files will be available upon request
- SRT's subconsultants will not attend construction kick-off or progress meetings
- Construction inspection or supervision is not included under this task
- Final coordination with PG&E and Comcast for site services to be completed by Contractor. However, SRT's subconsultant will provide technical support on an as needed basis up to an allowance of \$1,000

Deliverables under this task include:

- Shop drawing, RFI, and change order logs
- Responses to submittal review, RFIs, and change order requests
- Meeting agenda and notes for field meetings
- Record drawings for the project

Task 3 – Biological Support Services during Construction

Under this task, SRT and its subconsultant will provide biological support services during construction based on the Initial Study/Mitigated Negative Declaration (IS/MND) dated June 2022. The biological support services will include the following:

- Preparing a Worker Environmental Awareness Program (WEAP)
- Conducting a pre-construction biological survey for California red-legged frog (CRLF), bat roost habitat, and nesting birds
- Conduct compliance monitoring during ground-disturbing activities

Assumptions for this task include:

- A paper WEAP will be prepared; no PowerPoint presentation will be produced
- WEAP will be produced in English
- The bat roost habitat assessment and the nesting birds survey can be completed during the same site visit

Deliverables under this task include:

- WEAP
- Pre-construction surveys
 - Bat roost habitat assessment
 - Nesting bird survey
 - California red-legged frog survey
- Construction monitoring

Fee Estimate

The total estimated additional fee for the tasks described above is provided in Table 1 below. These costs are based on the assumptions provided in the scope of work. Estimated costs are subject to specific conditions that arise during the executions of this work.

Table 1. Estimated Fees

Task No.	Description	Fee Estimate
1	Bid Period Services	\$25,470
2	Engineering Services during Construction	\$44,730
3	Environmental Support Services during Construction	\$6,780
SRT Fee Estimate Subtotal		\$76,980
SRT Subconsultant Fees		\$48,290
	• TJCAA – Engineering services during construction for electrical and instrumentation and controls	\$22,900
	• WRA – Environmental monitoring during construction	\$21,000
	SRT's markup on subconsultants (10%)	\$4,390
Other Direct Costs (ODCs)		\$1,000
Total		\$126,270

Schedule

Based on SRT's discussion with CAWD, the bid phase is anticipated to start in September 2022, and the construction is expected to start in November 2022. However, as mentioned before, the supply chain shortage as well as uncertainty in weather events could potentially delay the project completion. SRT assumes that the construction phase will take place between November 2022 and December 2023, but this schedule can be renegotiated as necessary once the construction starts.

Thank you for considering SRT for this very important work for CAWD. Please contact me at 415-321-5768 with any questions or if you require any additional information. We look forward to continuing supporting CAWD on this important project!

Sincerely,



Tatyana T. Yurovsky, P.E.
Principal
SRT Consultants

RESOLUTION 2022-49

A RESOLUTION AUTHORIZING AN AMENDMENT NO. 3 IN THE AMOUNT OF NOT TO EXCEED \$126,270 FOR THE SRT, INC. ENGINEERING SERVICES CONTRACT FOR THE CARMEL MEADOWS PIPELINE REPLACEMENT PROJECT #19-03 IN A NOT TO EXCEED TOTAL CONTRACT AMOUNT OF \$471,415

WHEREAS, the Carmel Area Wastewater District Board of Directors approved the 2022/2023 Budget that included funding for the Carmel Meadows Sewer Replacement project engineering and environmental consulting work;

WHEREAS, SRT Consultants, Inc. have been working on the engineering and environmental design/studies for the project construction and have been requested by the Carmel Area Wastewater District Board to add bid and construction services to the project scope;

WHEREAS, SRT Consultants, Inc. has provided an acceptable proposal to amend the original contract in an amount not to exceed \$126,270 for additional services to complete environmental and engineering services during bidding and construction for a total contract amount not to exceed \$471,415.

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

1. Adopt a resolution amending the contract with SRT Consultants, Inc. to provide engineering and environmental services for an amount not to exceed \$126,270; and
2. The General Manager to sign a contract amendment with SRT Consultants, Inc. for the work summarized in their proposal dated July 12, 2022.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on July 28, 2022.

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: July 29, 2021
Subject: Pescadero Creek Area Pipe Relocation
Project#21-05, Amendment No. 1

RECOMMENDATION

It is recommended that the Board of Directors authorize the General Manager to amend a contract with MNS Engineering, Inc. to provide utility potholing and redesign services in the amount of \$44,478.

DISCUSSION

The sewer main in this area is located in backyard easements above Pescadero Creek and has been in service for over 100 years. The vitrified clay pipe sewer main has been damaged in the past by tree falls, has limited access for District vehicles due to slope stability issues along the access road, and is in poor condition. This pipeline is within 200 feet of the creek and its replacement is in compliance with the agreement with River Watch.

In 2016, MNS prepared a Draft Preliminary Engineering Report and Denise Duffy & Associates provided an environmental constraints analysis for each of the options to replace the pipeline, but the document was not finalized. The option to redirect the pipeline in the Pescadero Road right-of-way is the best long-term solution to protect the sewer from slope stability issues and prevent damage to the environment. This will require the residences along that stretch of sewer to install pumped lateral connections to convey wastewater to the new main.

Due to the poor quality of as-built drawings of the water lines located along Pescadero Road and the fact that the road is a narrow winding corridor, it has been recommended that we define the horizontal and vertical locations of the existing utilities to mitigate construction risk. Four construction companies were requested by MNS to provide quotes for completing the potholing work, West Valley Construction Company, Don Chapin Company, Monterey Peninsula Engineering and Granite Rock Construction.

West Valley Construction Company provided the lowest quote in the amount of \$32,450, with the MNS 15% markup of \$4,868.00 the total amendment No.1 is \$44,478 . MNS has worked with West Valley Construction Company and have provided their services in the proposal.

FUNDING

The 2022/2023 budget for this project is \$1,500,000.

Attachment 1: MNS Proposal

Attachment 2: MNS Potholing Bid Request Letter

Attachment 3: Resolution 2021-50 Authorizing the General Manager to Amend
Contract

July 11, 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: Pescadero Road Sewer Main Replacement Project – Amendment No. 1 – Potholing Services

Dear Ms. Lather,

Thank you for the opportunity to submit this amendment Pescadero Road Sewer Main Replacement Project (Project) for the Carmel Area Wastewater District (District). Due to insufficient record information of existing utilities within the Project area, additional work is necessary to determine horizontal and vertical locations of existing utilities to mitigate Project construction risk.

Project Understanding

MNS is currently developing the design for installation of approximately 3,400 linear feet (LF) of new 8-inch sewer mains along Pescadero Road, Lincoln Street, and 2nd Avenue, and abandonment of existing sewers in the community of Carmel-by-the-Sea and unincorporated Monterey County. The gravity sewer main is expected to be replaced using a combination of pipe-bursting and open trench construction.

MNS recently submitted 60% design plans for the Project. Through the process to develop the 60% design plans, it was discovered that record plans of existing utilities along the project alignment are substantially unavailable or inaccurate. Existing water mains and gas pipes exist along unknown alignments. Due to these unknown alignments, it cannot be determined if sufficient separation exists between existing utilities to avoid damage resulting from the proposed sewer main construction.

The goal of the additional work covered by this amendment request is to mitigate risk to the District by providing additional information regarding the locations of existing utilities. In addition, the utility location will improve the accuracy of the plans and record information upon project completion.

Scope of Work

MNS proposes to complete the additional utility location work and design revisions under Task 9 as described below.

TASK 9.0 – Utility Potholing

MNS will lead and coordinate an effort to locate existing utilities along the proposed pipeline alignment. MNS has retained the services of West Valley Construction Company (WVCC), to provide utility locating services for the Project.

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 OFFICE

201 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) 692-6921

PROJECT CONTACT

Nick Panofsky, PE

Lead Engineer

(805) 592-2074

Npanofsky@MNSengineers.com

AUTHORIZED SIGNATURE

James Salvito

President and CEO

(805) 692-6921

Jsalvito@MNSengineers.com

9.1 – Utility Potholing

The potholing effort will initiate with filing a USA request covering the entire Project alignment to require utilities to locate facilities. Based on these utility markings, we will confirm locations for proposed utility potholing. We have budgeted to conduct up to 13 utility potholes as part of this work. We have also budgeted for up to 3 days of utility potholing observation by our Project Engineer, Jordyn Doyle, PE, to direct the potholing work, and document the findings.

WVCC will obtain encroachment permits from both the City of Carmel-By-The-Sea, as well as the County of Monterey prior to the start of work and will provide traffic control during the work to provide safe access to residents.

9.2 – Design Revisions

MNS will revise the 60% Project design plans based on the additional utility information. This includes revising utility base maps and updating the Project alignment as appropriate based on utility locations. The revised 60% design will be submitted to the District and used as the basis for initiating Project environmental permitting and public outreach.

Deliverables. Revised 60% Plan Set

Compensation

MNS proposes to perform the additional base services described herein for a not-to-exceed fee estimate of **\$44,478**. A detailed fee proposal spreadsheet is provided as an attachment. All fees are in accordance with the MNS Standard Fee Schedule provided with our original proposal.

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

Carmel Area Wastewater District
 Pescadero Road Sewer Main Replacement - Amendment No. 1

		PM	ENGINE	Total Resource Hours	Total Hours*Rates	SUBCONSULTANTS						
		Lead Engineer - NP	Project Engineer - JD			Subconsultant Participation	WVCC	Total Subconsultant Costs				
	2021 Rate	\$215	\$170									
9 - Utility Potholing	Task 9					Task 9			Task 9			
9.1 Utility Locating	Task 9.1	4	24	28	\$4,940	Task 9.1	\$32,450	\$32,450	Task 9.1	\$4,940	\$37,318	\$42,258
9.2 Design Revisions	Task 9.2	4	8	12	\$2,220	Task 9.2	\$0	\$0	Task 9.2	\$2,220	\$0	\$2,220
Sub-Total	Hours	8	32	40	\$7,160	Sub-Total	\$32,450	\$32,450	Grand Total	\$7,160	\$37,318	\$44,478
	Cost	\$1,720	\$5,440									

July 11, 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: Pescadero Road Sewer Main Replacement Project – Potholing Bid Requests

Dear Ms. Lather,

As part of our ongoing effort to advance the design for the Pescadero Sewer Main Replacement Project (Project), the need arose to provide potholing services to determine horizontal and vertical locations of existing utilities along the Project alignment to mitigate construction risk.

Potholing along the proposed sewer main alignments presents several challenges which resulted in higher than typical costs for potholing work. These challenges include:

- Pescadero Road is a narrow winding corridor. Potholing operations are anticipated to require partial or full road closures, with associated detours for work within the public right-of-Way, necessitating intensive traffic control measures. Additionally, the potholing contractor will need to coordinate with local residents to maintain access and move equipment when needed.
- The project spans two jurisdictions, which requires obtaining encroachment permits from both the City of Carmel-By-The-Sea, and the County of Monterey, and complying with the requirements of both agencies.

MNS solicited proposals from 4 firms to obtain quotes for the potholing work, including:

- West Valley Construction Company
- Don Chapin Company
- Monterey Peninsula Engineering
- Granite Rock Construction

Of the solicited firms, two declined to propose, due to the challenges cited above. MNS received two proposals for the potholing work, from the West Valley Construction Company, for \$32,450, and from the Don Capin Company, for \$40,950. Due to the proposed cost, MNS selected West Valley Construction Company to complete the potholing work. MNS has recent experience utilizing the West Valley Construction company for potholing services, and we are confident they can effectively and efficiently complete the proposed scope of work.

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.

Sincerely,

MNS Engineers, Inc.



Nick Panofsky, PE

Lead Engineer

RESOLUTION 2022-50

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO AMEND A CONTRACT, IN THE AMOUNT OF \$44,478, WITH MNS ENGINEERS TO COMPLETE POTHOLING FOR UTILITIES AND REDESIGN SERVICES FOR THE PESCADERO CREEK AREA PIPE RELOCATION PROJECT-#21-05 IN A NOT TO EXCEED TOTAL CONTRACT AMOUNT OF \$247,339

WHEREAS, the District approved the 2022/23 budget that included funding for the Pescadero Creek Area Pipe Relocation Project consulting work;

WHEREAS, the District approved a contract with MNS Engineers for professional engineering services to provide engineering services for the Pescadero Creek Area Pipe Relocation Project in the amount of \$202,921;

WHEREAS, in order to proceed with the design the District needed additional services from MNS Engineers for the project as summarized in their proposal dated July 11, 2022 for utility potholing services and redesign of the project plans based on the results of the utility locations.

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 utility potholing and redesign services for the relocation of the Pescadero road sewer main in the amount of \$ 44,478 for a total not to exceed contract amount of \$247,399.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on July 28, 2022.

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 –
2022 Manhole Rehabilitation Project 21-06

Date: July 28, 2022

RECOMMENDATION

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

- Adopt Resolution 22-51 awarding a contract for the 2022 Manhole Rehabilitation Project to the lowest qualified responsible bidder.
- Authorize the General Manager to sign and execute a contract with the lowest qualified bidder for construction of the project.

DISCUSSION

The board approved Resolution No. 2022-11 on June 30, 2022 authorizing solicitation of bids for construction of the 2022 Manhole Rehabilitation Project. Sealed bids were opened on July 26, 2022 at the District office and the results will be presented as a handout to your Board at the July 28, 2022, Board meeting.

The Engineer's Estimate for the project is \$275,000 and was formulated from results of a 2021 manhole lining project where CAWD lined 8 manholes in order to evaluate the effectiveness of the Sprayroq liner. The liner is an excellent product that provides both a water tight barrier and structural integrity.

FUNDING

The FY22/2 CAWD Collections Operating Budget includes funding of \$362,300 for manholes.

RESOLUTION NO. 2022-51

RESOLUTION ACCEPTING THE LOWEST RESPONSIBLE BID FOR THE "2022-2023 MANHOLE REHABILITATION PROJECT" AND AWARDING THE CONTRACT- FOR PROJECT #2021-06, TBD, IN AN AMOUNT NOT TO EXCEED \$TBD

-oOo-

WHEREAS, the Board of Directors authorized solicitation for bids for 2022-2023 Manhole Rehabilitation Project on July 8th and July 15th,2022; and

WHEREAS, there were _____ (TBD) bids received at the bid opening on July 26, 2022 and the lowest responsive and responsible bid was determined to be \$_____; and

WHEREAS, the Engineer's Estimate for the project was \$_____ and all bids were competitive between bidders.

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

1. That the Board accepts the bid of the lowest responsible bidder, TBD, and awards the contract for the above-mentioned project to said bidder at the price specified in the bid of \$_____.

2. That the Board authorizes the General Manager to approve project change orders not to exceed 5% of bid amount (\$_____).

3. That the Board authorizes and directs the General Manager to execute a written contract with the successful bidder, TBD, for an amount not to exceed \$_____.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on July 28, 2022 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: July 28, 2022
Subject: Purchasing Policy Amendment

RECOMMENDATION

It is recommended that the Board of Directors adopt a resolution approving the amendment to the District's Purchasing Policy authorizing District Engineers with Purchasing Authority up to \$5K.

DISCUSSION

Staff recommends an amendment to the District's Purchasing Policy adding the District Engineers to the lowest level of authority or \$5K.

Currently the engineering staff does not have authority to make purchases and must either come to the General Manager or one of the Superintendents. The Engineers, report directly to the General Manager and given that we ask our engineers to manage large dollar projects it seems that we should also enable them to make minor general purchases without asking permission. This would improve their workflow and allow more flexibility to manage general purchases.

All other purchasing rules in effect remain unchanged.

FINANCIAL

None at this time.

Exhibit A:

Accounting Policies & Procedures	Topic No: 2
Function: Purchasing	Topic: Policy
	Date: April 19, 2000 Revision: October 23, 2008 Revision: August 27, 2009 Revision: February 24, 2011 Revision: June 22, 2017 <u>Revision July 14, 2022</u>

PURCHASING POLICY OVERVIEW

The purpose of this policy is to provide the Carmel Area Wastewater District a means of assuring continuity and uniformity in its purchasing operation, and to define the responsibilities and approving authority for purchasing supplies, services and equipment for the District. These guidelines are not intended to address every issue, exception or contingency that may arise in the course of purchasing activities.

The basic standard that should always prevail is to exercise good judgment in the use and stewardship of District resources, including keeping within the budget authorized by the District

The basic purchasing policy of the District is to obtain quality supplies, services, vehicles and equipment needed for the proper operation of its various operations at the lowest possible cost. To this end quotes and competitive bidding shall be utilized whenever possible. Purchasing functions are to be conducted by the Finance Department, or other department designated by the General Manager, except as provided for herein.

District purchases and contracts (including rentals and leases) shall be made pursuant to these guidelines. Applicable competitive bidding categories, authorization limits, or contract award procedures shall be based on unit cost, total purchase costs for consolidated bid items, or fiscal year aggregates in the case of blanket purchase orders or similar ongoing purchasing arrangements. Staging of purchases in order to avoid these competitive bidding procedures or authorization limits is prohibited.

The policy outlined herein is to be adhered to by the Finance Officer and all departments when procuring supplies, services and equipment. This policy strives to define decision making with prudent review and internal control procedures and to maintain departmental responsibility and flexibility in evaluating, selecting, and purchasing supplies, equipment and services.

Excluded from this policy is the purchase of supplies, services and equipment that are included within the specifications of a "Public Works Contract" for construction projects and are subject to regulations contained in the State of California Public Contract Code.

PURCHASING AUTHORITY

There are three levels of authority for normal purchases: Department/Engineer Award, General Manager Award, and Board of Directors Award. Generally, authority is established by the dollar amount of the purchase.

Except as permitted by the section entitled "Exceptions," a formal purchase order, approved by the requesting Department Head and the Accountant/Controller, is required for all purchases.

GENERAL PURCHASES

Purchases and contracts for supplies, equipment, and operating and maintenance services shall be made pursuant to the following guidelines.

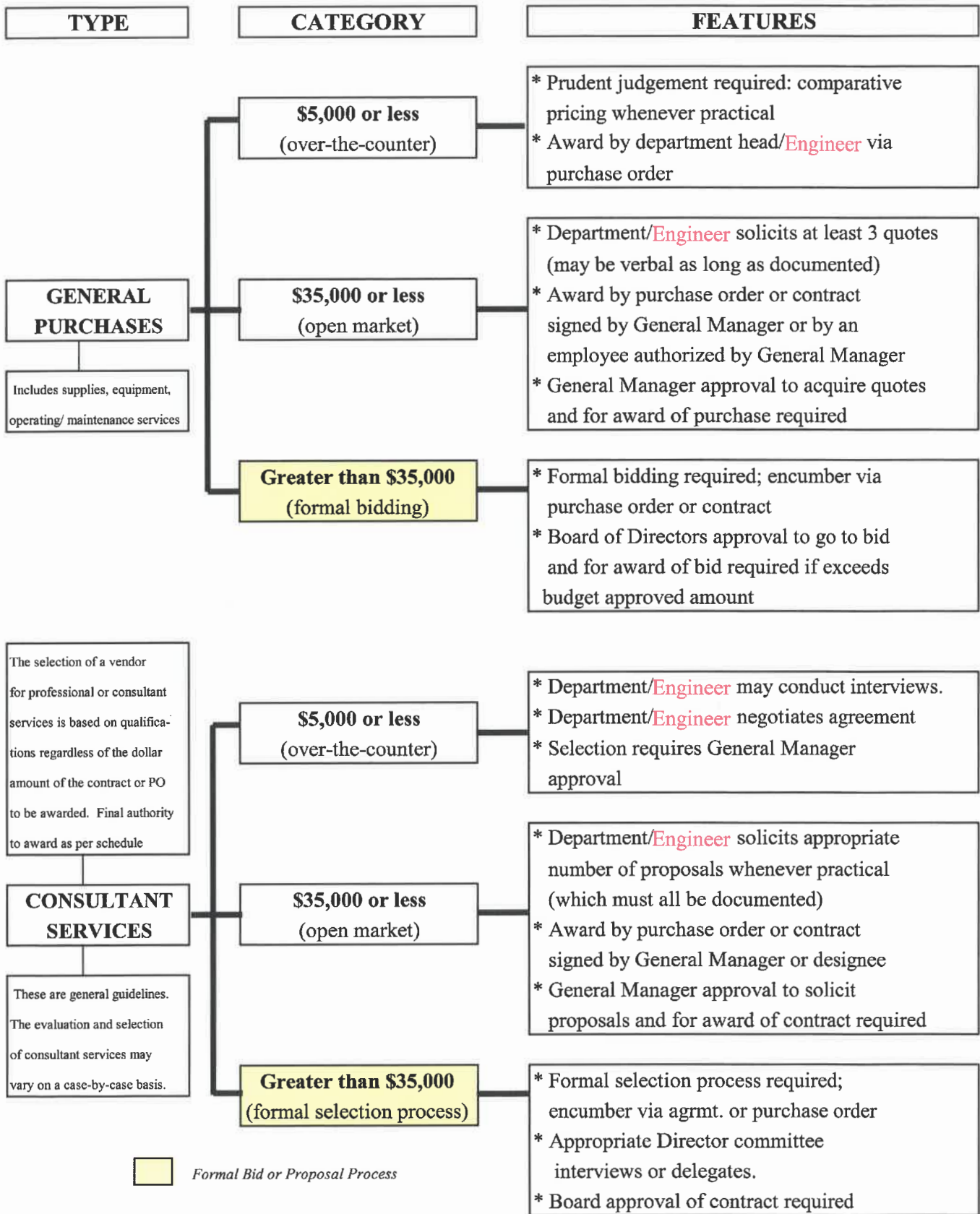
- A. Over-the-counter: Purchases not to exceed \$5,000 may be authorized by the Department Head. Although no specific purchasing requirements are established for this level of purchase, whenever practicable the requesting department should solicit at least three quotes (may be verbal as long as they are documented). Generally, getting quotes is in the best interest of the District, however; it is recognized that some equipment is standardized and separate quotes from different vendors are not warranted. (See exceptions.)

The department is responsible for completing a purchase requisition form and submitting it, including specifications, quotes and other supporting data to the finance department for review. A purchase order shall be issued by the Finance Department (or assigned alternate in case of absence) and returned to the requesting party.

- B. Open market: Purchases not to exceed \$35,000 may be authorized by the General Manager or by an employee authorized by the General Manager. Authorization by the General Manager may accompany the initiating request to the Finance Department. The General Manager may sign off on the requisition prior to submission to Finance or in the alternative reviewed documentation shall be submitted to the General Manager by Finance following review and approval.

Whenever possible the requesting department shall solicit at least three

PURCHASING SYSTEM OVERVIEW



Note: (1) All Construction Projects fall under California Public Contract Code.
 (2) The GM shall report to the BoD on all actions taken, preferably at next Board meeting

RESOLUTION NO. 2022-52

A RESOLUTION AMENDING THE DISTRICT PURCHASING POLICY TO AUTHORIZE DISTRICT ENGINEERS WITH PURCHASING AUTHORITY UP TO \$5K

-oOo-

WHEREAS, this Board has previously adopted the District's current Purchasing Policy; and

WHEREAS, the Board desires to amend the Purchasing Policy to add the District Engineers to the lowest level of authority or \$5K; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Carmel Area Wastewater District, that the Purchasing Policy is hereby amended and replaced by the Purchasing Policy attached hereto as Exhibit A, and incorporated herein by this reference thereto.

PASSED AND ADOPTED by the Board of Directors of the Carmel Area Wastewater District at a regular meeting duly held on July 28, 2022 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: Barbara Buikema, GM

Date: July 28, 2022

Subject: Authorizing Continued Remote Teleconference Meetings Through August 30 2022

RECOMMENDATION

It is recommended that the Board of Directors proclaim a local emergency and authorize remote teleconference meetings for the period July 31 through August 30, 2022.

DISCUSSION

Since March 2020, Governor Newsom has issued a series of Executive Orders (N-25-20, N-29-20, N-35-20) declaring the State of California has been under a State of Emergency aimed at containing COVID-19. The Executive Orders modified certain requirements created by the Ralph M. Brown Act (Brown Act) or the state's local agency public meetings law. The District has been successfully operating under these conditions since they went into effect.

On June 11, 2021, the Governor issued Executive Order N-08-21 which rescinds the modifications made to the Brown Act effective September 30, 2021. After that date, agencies are required to observe all the usual Brown Act requirements as they existed prior to issuance of the orders.

However, after discussions with the California Special District's Association (CSDA), the Governor's office, and other stakeholders, the Governor's office modified its approach and Assembly Bill (AB) 361 was introduced in February 2021 and provides local agencies with the ability to meet remotely during proclaimed state emergencies under modified Brown Act requirements, similar in many ways to the rules and procedures established by the Governor's Executive Orders. Specifically, AB 361 suspends the requirements located in Government Code, section 54953. In short this means that during a state of emergency, under specified circumstances, local agencies can meet pursuant to modified Brown Act requirements.

AB 361 extends public meeting teleconferencing until January 1, 2024. With the Omicron variant leading to a rise of cases in California, it allows local governments to continue to conduct virtual meetings as long as there is a state proclaimed state of emergency, but it will not be quite as flexible as it had been under the Executive Order. It requires local officials to find that meeting in person would present an imminent safety risk to attendees. The key difference between Executive Order N-29-20 and AB 361 is that AB 361 requires a public comment period where the public can address the legislative body directly. It prohibits the board from limiting public comments only to those submitted in advance and specifies that the board must provide an opportunity for the public to comment in real time.

Local governments must reconsider the exemption every 30 days to ensure that the state of emergency proceeds and that local circumstances maintain that a health/safety risk exists. Essentially, the continued exemption of the Brown Act is dependent on when the State COVID-19 state of emergency ends. Carmel Area Wastewater District (CAWD) has been open to the public for several months with a type of hybrid whereby the Board and legal counsel are in the board room and some staff members are remote.

Staff is asking the board to approve continuance of open in-person meetings for the Board and referral of the public to the ZOOM link. Please note that we have also found some participants prefer to use ZOOM rather than making the trip to our offices – it is very convenient to sign on from home. We may find that we continue offering ZOOM meetings well after the pandemic disappears to accommodate customers who desire to participate virtually.

Finally, the requirement is month-to-month renewal of the resolution. We will bring this item back to the Board monthly as long as the State of Emergency remains in force.

FUNDING – No Impact

RESOLUTION NO. 2022-53

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CARMEL AREA WASTEWATER DISTRICT (CAWD), PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR'S ORDER #N-25-20 DATED MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF CAWD FOR THE PERIOD JULY 31 THROUGH AUGUST 30, 2022, PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the Carmel Area Wastewater District (District) is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of Carmel Area Wastewater District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the District, specifically, a State of Emergency has been proclaimed – Governor's order #N-25-20 dated March 4, 2020; and

WHEREAS, a State of Emergency exists in California due to the threat of COVID-19 and despite sustained efforts, the virus remains a threat, and further efforts to control the spread of the virus to reduce and minimize the risk of infection are needed; and

WHEREAS, the Board of Directors does hereby find that due to threat from the COVID-19 virus, and, California Occupational Safety & Health Administration (Cal/OSHA) COVID-19 Prevention Standards, AND, the District's written COVID-19 Prevention Policy has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency, the Board of Directors does hereby find that the legislative bodies of Carmel Area Wastewater District shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the District is holding public meetings but requires the public to use ZOOM for access.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF CARMEL AREA WASTEWATER DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that a local emergency now exists throughout the District, and meeting in person with members of the public or staff would present a risk of infection to all present in a meeting.

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference Meetings. The General Manager and legislative body of the Carmel Area Wastewater District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of August 30, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of Carmel Area Wastewater District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of Carmel Area Wastewater District, this day of July 28, 2022, by the following vote:

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

Ken White, President of the Board

Domine Barringer, Secretary to the Board

Other Items & Information/Discussion

STAFF REPORT



To: Board of Directors
From: Barbara Buikema, General Manager
Date: July 28, 2021
Subject: 2021-22 Annual Reimbursement Report

RECOMMENDATION

It is recommended that the Board of Directors pass a motion to accept the Reimbursement Report for fiscal year 2021-22

DISCUSSION

In accordance with Government Code § 53065.5:

Each special district, as defined by subdivision (a) of Section 56036, shall, at least annually, disclose any reimbursement paid by the district within the immediately preceding fiscal year of at least one hundred dollars (\$100) for each individual charge for services or product received. "Individual charge" includes, but is not limited to, one meal, lodging for one day, transportation, or registration fees paid to any employee or member of the governing body of the District. The disclosure requirement is fulfilled by including the reimbursement information in a document published or printed at least annually by a date determined by that District and shall be made available for public inspection.

The District will post this report on its web site under the Financial tab.

FINANCIAL

No impact – this information is currently reported on the monthly Disbursement Report. This report represents a compilation of fiscal year reimbursements over \$100.

**Carmel Area Wastewater District
2021-22 Annual Disbursements Report Over \$100**

Date	Check	Vendor	Description	Amount
07/27/21	1865	Alejandro Quintero	Reimburse for Collection Systems Maintenance Grade 1 certificate	180.00
12/15/21	2397	Alejandro Quintero	Mechanical Technician Grade I certificate test	180.00
01/14/22	2524	Barbara Buikema	Pretreatment Facility Inspection manual and DVD	225.78
05/02/22	2933	Barry Blevins	California Water Environmental Association (CWEA) conference expenses	107.56
10/14/21	2160	Christian Schmidt	Certificate renewal	150.00
01/14/22	2532	Christian Schmidt	California Water Environmental Association (CWEA) annual dues	192.00
10/14/21	2159	Christopher Dixon	Work boots	225.00
05/02/22	2943	Daryl Lauer	Employee certification test	195.00
05/02/22	2950	Fanny Mui	California Water Environmental Association (CWEA) conference expenses	436.43
08/03/21	1900	Gregory Ange	Employee certificate renewal	101.00
01/14/22	2549	Gregory Ange	California Water Environmental Association (CWEA) annual dues and certificate renewal	302.00
07/01/21	1758	Jason Veile	Employee certificate renewal	150.00
10/14/21	2174	Kevin Young	California Water Environmental Association (CWEA) annual membership	192.00
07/02/21	1783	Robert Bowman	Vacation buy back	1,538.54

STAFF REPORT



To: Board of Directors

From: Barbara Buikema, GM

Date: July 28, 2022

Subject: Fall 2022 Newsletter Topics

DISCUSSION

Staff is requesting Board input for topics to the District's Fall 2022 newsletter. The Fall issue is a two-page issue.

Suggested topics for the upcoming issue include:

- Progress on Electrical/Mechanical Rehab & Sludge Holding Tank Replacement
- Planning for Scenic pipe upgrade –environmental and permitting challenges
- Increased costs in an inflationary environment – power, chemicals, etc.
- Safety spotlight – Employee Safety Training
- Microorganism of the Month
- Budget graphs
- Sidebar – if you see something, say something. Call Carmel Area Wastewater District (CAWD) first.
- BioBot reporting
- Employee Spotlight – new employee Seth Steele-Freitas
- Employee Recognition – California Water Environment Association (CWEA) Grade IV Mechanical Technologist, Mike Skinkle

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 Fall 2022 issue is the first of the two issues planned and is included in the approved newsletter budget.

STAFF REPORT



To: Board of Directors
From: Barbara Buikema, GM
Date: July 28, 2022
Subject: Bond Holdings Question

DISCUSSION

At the May 2022 the Board of Directors posed a question regarding bond holdings in our Strategic Asset Management (SAM) plan as follows:

The "bond question": Given that owning shares in bond funds differs from owning bonds and holding them to maturity, does owning shares in bond funds meet the capital preservation goal for our 40% funding policy target. The assumption underlying this question is that government entities and high-grade corporates will have negligible counterparty risk, and that inflation risk is common to both bond funds and bonds. If there are problems with the inflation risk assumption, those should be discussed early on to prevent needless work.

I don't think the capital preservation goal is defined, except perhaps relatively. To answer, perhaps it is sufficient to show a quarterly time series of our bond funds' fluctuations. (the District's Investment Objective, per plan documents, is "Growth with Income", which is defined as "emphasis placed on modest capital growth with some focus on generation of current income." In practice that is 60% stocks and 40% fixed income security split.)

It makes sense to me to compare the bond funds' fluctuations against the quarterly or annual sums of preserved capital plus interest plus reinvested income from a simple basket of bonds (using "bonds" loosely; including bills). But I think it's sufficient simply to assume interest matches inflation, and forget about durations and term premiums. The comparison will be in nominal dollars, anyway.

1988 made sense to me, but ~ 2008 forward may be sufficient. Longer is better, but I have a sense of an increase in bond market fluctuations post-2008 that may be significant enough to mark a change point.

In an attempt to answer the question as stated above, I utilized the feedback provided by Hastie Financial and Commonwealth Financial, and included the gathering of data

1st Step:

- Provide a clear definition of the type of bond to be used in the analysis
- Specify over what period of time
- Provide a comparison of the specified data

2nd Step:

- How do you treat interest rate changes and their effects on bond prices?

Having contacted our local investment consultant, Bill Hastie, and then Commonwealth Financials' Chief Investment Officer, who in turn went to two of their bond specialists, the uniform consensus is that it is not really possible to compute.

First, you would have to define what bonds, over what time period, compared with what funds? And then you would have to match the two and compare results. Second problem is how do you treat interest rate changes and their effects on bond prices? In a fund, prices are marked to market, while individual bonds can be held until redemption, presumably at par.

It is true that one can hold an individual bond to maturity and you shouldn't lose money if rates increase. But equally, you would not receive the capital appreciation as rates decreased over the last several years. In short, to meaningfully compare individual securities with funds, you must treat both the same, -- which would argue for similar results.

After all, a bond fund is a portfolio of individual bonds. It doesn't really matter if you hold the individual bonds or the fund, the results are the same. There are both positive and negative factors for a fund versus a portfolio of bonds, which revolve largely around cost versus benefits. Here fund selection matters – which is why we depend on Hastie Financial to add value.

Bond Funds vs. Individual Bonds

Bond funds are merely diversified portfolios of individual bonds. Bond funds and individual bonds are equally exposed to the same market pricing mechanism. Bond funds can provide benefits over owning individual bonds due to economies of scale, as bond funds pool investor capital to construct a more diversified portfolio and trade more efficiently.

Investors commonly believe they can avoid interest rate risk by holding their individual bonds to maturity but that bond funds are evergreen and do not mature, thereby subjecting investors to avoidable interest rate-risk.

Bond funds offer investor the scaled benefits of increased diversification, improved liquidity, and lower trading costs over owning individual bonds. But again, both bond funds and individual bonds are subject to the same market pricing mechanism over time.

There is no interest rate protection over bond funds in holding individual bonds to maturity, other than capturing shrinking duration (and return) as maturity approaches. But the same interest rate protection is easily achieved by simply owning lower-duration bond funds.

The information below is to facilitate possible investing scenarios:

If you believe **interest rates are going to rise** in the near term, one should **buy bonds** or bond funds with short maturities. If you buy a **bond fund** with a short-maturity, there are two benefits:

1. The bond fund will not lose much value when rates rise and
2. The yield (return on the bond) of the fund will rise with increases in overall interest rates.

If someone believes rates will be **decreasing**, they should buy bonds or bond funds with long maturities. If you buy bond funds or individual bonds with long maturities, there are two benefits:

1. The value of the bonds will increase dramatically when rates fall. For example, a typical long-term **government bond fund**, will have a 15-20% increase in value with a 1% move in interest rates.
2. You will receive a higher yield compared to shorter-term bond funds.

Buying longer maturities will also increase your portfolio volatility dramatically compared to shorter maturities.

- Strategy: buy intermediate bond funds. Intermediate bond funds provide a balance of good yields compared to short-term funds and moderate volatility compared to longer-term funds. There are no major drawbacks to this approach.
- Strategy: buy individual bonds & profit from rolling down the yield curve. The strategy is to buy bonds, hold them for a couple years and then sell them. With the proceeds, purchase new bonds with longer maturity dates than the ones just sold. Typically, this strategy works best with bonds that have maturity dates around the 10 year mark, as this tends to be where the yield curve is the steepest. You want to find the biggest difference in yields between maturity dates, over the shortest amount of time to maximize this strategy. This strategy has two benefits, and risk:
 1. The generation of capital gains. Generating an extra 1% return per year from gains relating to buying and selling bonds is very possible.
 2. You earn a good yield and have only moderate volatility.
 3. Approach involves buying individual bonds, which is more time consuming and potential risky.

Benefits

Even with interest rate changes **bond funds** are a better fit for three reasons:

1. **Diversity:** Funds help you stay diversified and mitigate risk

- With individual bonds one will be likely to hold only a handful at best, thereby concentrating holdings. Bond funds are far more diverse, most funds own hundreds, if not thousands of bonds. If one bond defaults the other positions can help offset any losses. Funds have research teams devoted to evaluating creditworthiness prior to purchase. Larger funds may negotiate more favorable status with bond issuers due to their sizable positions.

2. **Liquidity:** funds provide greater flexibility to move on when markets change

- A fund can be sold at any time and in just about any market condition. If you try to sell an individual bond you'll likely find you're selling at a lower price.

3. **Flexibility:** Funds give you access to more areas of the bond market

- With individual bonds one is typically limited to high-quality, low duration but they represent a narrow area of the bond market and may not always be the best performer. With bond funds, one can take advantage of opportunities in other areas such as lower quality bonds.

This report likely has not answered all the questions initially proposed, but note, that the initial calculation request is not possible. As a result, I have endeavored to present an explanation why bond funds are a better fit for the District's investment needs.

The attached data pages represent the information available to us from 2011 to the present on bond fund investments and quarterly return. Additionally, at the bottom of the chart, you will find the quarterly and 1 YR Barclay's benchmark number. According to Mr. Hastie, on July 15th, he presented information that since 2018 our domestic bond holding have returned 2.85% and International Bonds 3.68%.

Bond Fund History

Name	Asset Class	4th Qtr 2011		1st Qtr 2012		2nd Qtr 2012		3rd Qtr 2012		4th Qtr 2012		1st Qtr 2013		2nd Qtr 2013		3rd Qtr 2013	
		Qtr	1 Yr	Qtr	1 Yr	Qtr	1 Yr	Qtr	1 Yr	Qtr	1 Yr	Qtr	1 Yr	Qtr	1 Yr	Qtr	1 Yr
Forward Select Income	REIT	4.64%															
Franklin Utilities	Utilities	3.39%															
DWS REEF Global Infra	Global Infrastructure	4.94%		4.94%													
Vanguard Inter Term	Inter Term Bond	1.25%															
Hartford Inflation Plus	Inflation Protected	2.50%															
Hussman Strategic Growth	Long/Short	-3.32%															
PIMCO RE Real Return	REIT			1.14%													
iShares Barclays Aggregate	Inter Term Bond			-0.41%													
PIMCO Real Return Bond	TIPS			-2.72%													
Credit Suisse Floating Rate	Bank Loan			1.44%		2.54%		1.70%		2.04%							1.36%
Eaton Vance Muni Income	Municipal Bond			-0.04%		4.15%		1.77%									
Columbia High Yield	High Yield			1.43%		4.43%		3.64%				2.41%					2.13%
PIMCO Income Fund	Multi Sector Bond					8.43%		3.80%				2.92%					1.40%
Columbia US Govt Mortgage	Mortgage Backed					2.58%		0.34%				0.29%					
iShares Barclays TIPS Bond	TIPS					1.53%		0.35%									
PIMCO Total Return	Inter Term Bond											0.76%					
Lord Abbett Short Duration	Short Term Bond																0.73%
iShares 1-3 year Credit Bond	Short Term Bond																0.35%
TCW Total Return	Inter Term Bond																
iShares Core US Aggregate Bond	Inter Term Bond																
Nuveen Preferred Securities	Preferred Securities																
Vanguard Market Neutral	Market Neutral																
T.Rowe Price Floating Rate	Bank Loan																
Guggenheim Total Return	Inter Long Term																
Eaton Vance Floating Rate	Bank Loan																
JP Morgan US Govt Investor	Cash & Equivalents																
Blackrock Total Return	Inter Hi Quality Bond																
Oppenheimer Intl Bond	Long-Term Foreign																
PGIM Floating Rate Income	Bank Loan																
Blackrock Strategic Muni	Inter Term Muni Bond																
PGIM High-Yield Fund	Domestic Bond																
Vanguard Intermediate-Term	Bond Index Fund																
Schwab US Aggregate Bond	Domestic Bond																
Pimco Global Total Return	Intl Bond																
American Funds US Govt	Domestic Bond																
American Funds Inflation	Domestic Bond																
American Funds Strategic	Domestic Bond																
Blackrock Inflation Protected	Domestic Bond																
Columbia Mort Opportunities	Domestic Bond																
Black Rock Floating Rate	Domestic Bond																
Goldman Sachs Enhanced	Domestic Bond																
Loomis Sayles Inflation Prot	Domestic Bond																
Benchmark		Qtr	1 Yr	Qtr	1 Yr	Qtr	1 Yr	Qtr	1 Yr	Qtr	1 Yr	Qtr	1 Yr	Qtr	1 Yr	Qtr	1 Yr
Barclay Cap Govt 1-3 yr		0.21%	1.56%	-0.02%	1.48%	0.26%	0.65%	0.07%	0.51%	0.12%	0.66%	0.29%	0.37%	0.29%	0.37%	0.29%	0.37%
Barclay Cap Govt Intl		0.68%	6.08%	-0.38%	5.66%	0.62%	2.39%	0.03%	1.73%	0.14%	2.26%	0.40%	-0.80%	0.40%	-0.80%	0.40%	-0.80%
Barclay Cap Aggregate		1.12%	7.84%	0.30%	7.71%	1.58%	5.16%	0.21%	4.21%	-0.12%	3.77%	0.57%	-1.68%	0.57%	-1.68%	0.57%	-1.68%

Name	Asset Class	4th Qtr 2013		1st Qtr 2014		2nd Qtr 2014		3rd Qtr 2014	4th Qtr 2014		1st Qtr 2015		2nd Qtr 2015		3rd Qtr 2015
Forward Select Income	REIT														
Franklin Utilities	Utilities														
DWS REEF Global Infra	Global Infrastructure														
Vanguard Inter Term	Inter Term Bond														
Hartford Inflation Plus	Inflation Protected														
Hussman Strategic Growth	Long/Short														
PIMCO RE Real Return	REIT														
iShares Barclays Aggregate	Inter Term Bond														
PIMCO Real Return Bond	TIPS														
Credit Suisse Floating Rate	Bank Loan	1.55%		0.95%		0.94%			-0.52%						
Eaton Vance Muni Income	Municipal Bond														
Columbia High Yield	High Yield	2.90%		3.07%		2.31%			0.59%		2.94%		-0.17%		-3.50%
PIMCO Income Fund	Multi Sector Bond	1.41%		2.99%		3.16%			-0.18%		1.83%		0.87%		-1.21%
Columbia US Govt Mortgage	Mortgage Backed														
iShares Barclays TIPS Bond	TIPS														
PIMCO Total Return	Inter Term Bond														
Lord Abbett Short Duration	Short Term Bond	0.83%		0.93%		0.91%			-0.15%						
iShares 1-3 year Credit Bond	Short Term Bond	0.44%		0.26%		0.39%									
TCW Total Return	Inter Term Bond								0.56%		1.29%		-0.88%		1.14%
iShares Core US Aggregate Bond	Inter Term Bond										-0.02%		-1.83%		
Nuveen Preferred Securities	Preferred Securities										1.92%		-0.22%		-0.04%
Vanguard Market Neutral	Market Neutral														
T.Rowe Price Floating Rate	Bank Loan														
Guggenheim Total Return	Inter Long Term														
Eaton Vance Floating Rate	Bank Loan														
JP Morgan US Govt Investor	Cash & Equivalents														
Blackrock Total Return	Inter Hi Quality Bond														
Oppenheimer Intl Bond	Long-Term Foreign														
PGIM Floating Rate Income	Bank Loan														
Blackrock Strategic Muni	Inter Term Muni Bond														
PGIM High-Yield Fund	Domestic Bond														
Vanguard Intermediate-Term	Bond Index Fund														
Schwab US Aggregate Bond	Domestic Bond														
Pimco Global Total Return	Intl Bond														
American Funds US Govt	Domestic Bond														
American Funds Inflation	Domestic Bond														
American Funds Strategic	Domestic Bond														
Blackrock Inflation Protected	Domestic Bond														
Columbia Mort Opportunities	Domestic Bond														
Black Rock Floating Rate	Domestic Bond														
Goldman Sachs Enhanced	Domestic Bond														
Loomis Sayles Inflation Prot	Domestic Bond														
Benchmark		Qtr	1 Yr	Qtr	1 Yr	Qtr	1 Yr		Qtr	1 Yr	Qtr	1 Yr	Qtr	1 Yr	Qtr
Barclay Cap Govt 1-3 yr		0.07%	0.37%	0.14%	0.39%	0.27%	0.77%		0.19%	0.64%	0.54%	1.04%	0.15%	0.91%	0.32%
Barclay Cap Govt Intl		-0.42%	-1.25%	0.64%	-0.76%	0.91%	1.53%		0.95%	2.52%	1.25%	3.15%	-0.43%	1.79%	1.21%
Barclay Cap Aggregate		-0.14%	-2.02%	1.84%	-0.10%	2.04%	4.37%		1.79%	5.97%	1.61%	5.72%	-1.68%	1.86%	1.23%

Name	Asset Class	4th Qtr 2015		1st Qtr 2016		2nd Qtr 2016		3rd Qtr 2016		4th Qtr 2016		1st Qtr 2017		2nd Qtr 2017		3rd 20	
		1 Yr	Qtr	1 Yr	Qtr	1 Yr	Qtr	1 Yr	Qtr	1 Yr	Qtr	1 Yr	Qtr	1 Yr	Qtr	1 Yr	Qtr
Forward Select Income	REIT																
Franklin Utilities	Utilities																
DWS REEF Global Infra	Global Infrastructure																
Vanguard Inter Term	Inter Term Bond																
Hartford Inflation Plus	Inflation Protected																
Hussman Strategic Growth	Long/Short																
PIMCO RE Real Return	REIT																
iShares Barclays Aggregate	Inter Term Bond																
PIMCO Real Return Bond	TIPS																
Credit Suisse Floating Rate	Bank Loan																
Eaton Vance Muni Income	Municipal Bond																
Columbia High Yield	High Yield	-0.12%															
PIMCO Income Fund	Multi Sector Bond	0.42%		0.22%		2.43%		2.74%				4.66%					2.06%
Columbia US Govt Mortgage	Mortgage Backed																
iShares Barclays TIPS Bond	TIPS																
PIMCO Total Return	Inter Term Bond																
Lord Abbett Short Duration	Short Term Bond																
iShares 1-3 year Credit Bond	Short Term Bond																
TCW Total Return	Inter Term Bond	-0.49%		2.06%		1.94%		0.74%									
iShares Core US Aggregate Bond	Inter Term Bond			0.69%		2.20%		0.38%									
Nuveen Preferred Securities	Preferred Securities	2.73%		-0.80%		2.57%		3.49%				6.39%					1.84%
Vanguard Market Neutral	Market Neutral			-0.42%													
T.Rowe Price Floating Rate	Bank Loan					0.33%		2.43%				0.84%					
Guggenheim Total Return	Inter Long Term											2.64%					
Eaton Vance Floating Rate	Bank Loan											2.49%					
JP Morgan US Govt Investor	Cash & Equivalents											0.09%					0.14%
Blackrock Total Return	Inter Hi Quality Bond																1.11%
Oppenheimer Intl Bond	Long-Term Foreign																2.33%
PGIM Floating Rate Income	Bank Loan																
Blackrock Strategic Muni	Inter Term Muni Bond																
PGIM High-Yield Fund	Domestic Bond																
Vanguard Intermediate-Term	Bond Index Fund																
Schwab US Aggregate Bond	Domestic Bond																
Pimco Global Total Return	Intl Bond																
American Funds US Govt	Domestic Bond																
American Funds Inflation	Domestic Bond																
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Black Rock Floating Rate	Domestic Bond																
Goldman Sachs Enhanced	Domestic Bond																
Loomis Sayles Inflation Prot	Domestic Bond																
Benchmark		1 Yr	Qtr	1 Yr	Qtr	1 Yr	Qtr	1 Yr	Qtr	1 Yr	Qtr	1 Yr	Qtr	1 Yr	Qtr	1 Yr	Qtr
Barclay Cap Govt 1-3 yr		1.20%	-0.43%	0.57%	0.89%	0.93%	0.52%	1.31%	-0.10%	0.89%	0.28%	0.25%					0.24%
Barclay Cap Govt Intl		3.00%	-0.84%	1.18%	2.28%	2.21%	1.24%	3.93%	-0.24%	2.44%	0.54%	-0.67%					0.34%
Barclay Cap Aggregate		2.94%	-0.57%	0.55%	3.03%	1.96%	2.21%	6.00%	0.46%	5.19%	0.82%	0.44%					0.85%

Name	Asset Class	Qtr 17	4th Qtr 2017		1st Qtr 2018		2nd Qtr 2018		3rd Qtr 2018		4th Qtr 2018		1st Qtr 2019		2nd Qtr 2019	
Forward Select Income	REIT															
Franklin Utilities	Utilities															
DWS REEF Global Infra	Global Infrastructure															
Vanguard Inter Term	Inter Term Bond												-0.01%			
Hartford Inflation Plus	Inflation Protected															
Hussman Strategic Growth	Long/Short															
PIMCO RE Real Return	REIT															
iShares Barclays Aggregate	Inter Term Bond															
PIMCO Real Return Bond	TIPS															
Credit Suisse Floating Rate	Bank Loan															
Eaton Vance Muni Income	Municipal Bond															
Columbia High Yield	High Yield															
PIMCO Income Fund	Multi Sector Bond		1.08%		-0.29%				0.53%				3.00%		2.37%	
Columbia US Govt Mortgage	Mortgage Backed															
iShares Barclays TIPS Bond	TIPS															
PIMCO Total Return	Inter Term Bond															
Lord Abbett Short Duration	Short Term Bond															
iShares 1-3 year Credit Bond	Short Term Bond															
TCW Total Return	Inter Term Bond															
iShares Core US Aggregate Bond	Inter Term Bond															
Nuveen Preferred Securities	Preferred Securities		1.64%		-1.95%											
Vanguard Market Neutral	Market Neutral															
T.Rowe Price Floating Rate	Bank Loan															
Guggenheim Total Return	Inter Long Term															
Eaton Vance Floating Rate	Bank Loan															
JP Morgan US Govt Investor	Cash & Equivalents		0.16%		0.23%				0.38%							
Blackrock Total Return	Inter Hi Quality Bond		0.26%		-1.40%											
Oppenheimer Intl Bond	Long-Term Foreign		1.08%		2.45%											
PGIM Floating Rate Income	Bank Loan								1.51%				4.18%		4.31%	
Blackrock Strategic Muni	Inter Term Muni Bond								0.07%				2.30%			
PGIM High-Yield Fund	Domestic Bond												0.81%		3.28%	
Vanguard Intermediate-Term	Bond Index Fund														3.72%	
Schwab US Aggregate Bond	Domestic Bond															
Pimco Global Total Return	Intl Bond															
American Funds US Govt	Domestic Bond															
American Funds Inflation	Domestic Bond															
American Funds Strategic	Domestic Bond															
Blackrock Inflation Protected	Domestic Bond															
Columbia Mort Opportunities	Domestic Bond															
Black Rock Floating Rate	Domestic Bond															
Goldman Sachs Enhanced	Domestic Bond															
Loomis Sayles Inflation Prot	Domestic Bond															
Benchmark		1 Yr	Qtr	1 Yr	Qtr	1 Yr			Qtr	1 Yr	Qtr	1 Yr	Qtr	1 Yr	Qtr	1 Yr
Barclay Cap Govt 1-3 yr		0.27%	-0.27%	0.45%	-0.15%	0.02%			0.20%	-0.01%						
Barclay Cap Govt Intl		-0.66%	-0.40%	1.14%	-1.15%	0.44%			-0.11%	-1.18%						
Barclay Cap Aggregate		0.07%	0.39%	3.54%	-1.46%	1.20%			0.02%	-1.22%	1.64%	0.01%	2.94%	4.48%	3.08%	6.11%

Name	Asset Class	3rd Qtr 2019		4th Qtr 2019		1st Qtr 2020		2nd Qtr 2020		3rd Qtr 2020		4th Qtr 2020		1st Qtr 2021	
		Qtr	1 Yr	Qtr	1 Yr	Qtr	1 Yr	Qtr	1 Yr	Qtr	1 Yr	Qtr	1 Yr	Qtr	1 Yr
Forward Select Income	REIT														
Franklin Utilities	Utilities														
DWS REEF Global Infra	Global Infrastructure														
Vanguard Inter Term	Inter Term Bond														
Hartford Inflation Plus	Inflation Protected														
Hussman Strategic Growth	Long/Short														
PIMCO RE Real Return	REIT														
iShares Barclays Aggregate	Inter Term Bond														
PIMCO Real Return Bond	TIPS														
Credit Suisse Floating Rate	Bank Loan														
Eaton Vance Muni Income	Municipal Bond														
Columbia High Yield	High Yield														
PIMCO Income Fund	Multi Sector Bond	-0.66%													
Columbia US Govt Mortgage	Mortgage Backed														
iShares Barclays TIPS Bond	TIPS														
PIMCO Total Return	Inter Term Bond														
Lord Abbett Short Duration	Short Term Bond														
iShares 1-3 year Credit Bond	Short Term Bond														
TCW Total Return	Inter Term Bond														
iShares Core US Aggregate Bond	Inter Term Bond														
Nuveen Preferred Securities	Preferred Securities														
Vanguard Market Neutral	Market Neutral														
T.Rowe Price Floating Rate	Bank Loan														
Guggenheim Total Return	Inter Long Term							5.71%		2.74%		2.67%			-3.03%
Eaton Vance Floating Rate	Bank Loan														
JP Morgan US Govt Investor	Cash & Equivalents														
Blackrock Total Return	Inter Hi Quality Bond														
Oppenheimer Intl Bond	Long-Term Foreign														
PGIM Floating Rate Income	Bank Loan														
Blackrock Strategic Muni	Inter Term Muni Bond														
PGIM High-Yield Fund	Domestic Bond	1.58%		3.05%		-14.17%		10.64%		5.07%		5.33%		1.11%	
Vanguard Intermediate-Term	Bond Index Fund	2.41%		-0.09%		3.10%		-1.23%							
Schwab US Aggregate Bond	Domestic Bond	0.39%		0.11%		2.03%		0.92%							
Pimco Global Total Return	Intl Bond	0.18%		1.06%		-7.15%		8.27%		3.98%					-5.03%
American Funds US Govt	Domestic Bond							0.58%		0.51%					1.05%
American Funds Inflation	Domestic Bond														-1.83%
American Funds Strategic	Domestic Bond														
Blackrock Inflation Protected	Domestic Bond											1.50%			0.57%
Columbia Mort Opportunities	Domestic Bond														1.09%
Black Rock Floating Rate	Domestic Bond														-0.30%
Goldman Sachs Enhanced	Domestic Bond														0.00%
Loomis Sayles Inflation Prot	Domestic Bond														
Benchmark		Qtr	1 Yr	Qtr	1 Yr	Qtr	1 Yr	Qtr	1 Yr	Qtr	1 Yr	Qtr	1 Yr	Qtr	1 Yr
Barclay Cap Govt 1-3 yr															
Barclay Cap Govt Intl															
Barclay Cap Aggregate		2.27%	8.52%	0.18%	8.72%	3.15%	8.93%	2.80%	8.70%	0.62%	6.98%	0.67%	7.51%	-3.37%	0.71%

Name	Asset Class	2nd Qtr 2021		3rd Qtr 2021		4th Qtr 2021	
Forward Select Income	REIT						
Franklin Utilities	Utilities						
DWS REEF Global Infra	Global Infrastructure						
Vanguard Inter Term	Inter Term Bond						
Hartford Inflation Plus	Inflation Protected						
Hussman Strategic Growth	Long/Short						
PIMCO RE Real Return	REIT						
iShares Barclays Aggregate	Inter Term Bond						
PIMCO Real Return Bond	TIPS						
Credit Suisse Floating Rate	Bank Loan						
Eaton Vance Muni Income	Municipal Bond						
Columbia High Yield	High Yield						
PIMCO Income Fund	Multi Sector Bond						
Columbia US Govt Mortgage	Mortgage Backed						
iShares Barclays TIPS Bond	TIPS						
PIMCO Total Return	Inter Term Bond						
Lord Abbett Short Duration	Short Term Bond						
iShares 1-3 year Credit Bond	Short Term Bond						
TCW Total Return	Inter Term Bond						
iShares Core US Aggregate Bond	Inter Term Bond						
Nuveen Preferred Securities	Preferred Securities						
Vanguard Market Neutral	Market Neutral						
T.Rowe Price Floating Rate	Bank Loan						
Guggenheim Total Return	Inter Long Term						
Eaton Vance Floating Rate	Bank Loan						
JP Morgan US Govt Investor	Cash & Equivalents						
Blackrock Total Return	Inter Hi Quality Bond						
Oppenheimer Intl Bond	Long-Term Foreign						
PGIM Floating Rate Income	Bank Loan						
Blackrock Strategic Muni	Inter Term Muni Bond						
PGIM High-Yield Fund	Domestic Bond	2.85%		1.12%		0.61%	
Vanguard Intermediate-Term	Bond Index Fund						
Schwab US Aggregate Bond	Domestic Bond						
Pimco Global Total Return	Intl Bond						
American Funds US Govt	Domestic Bond	1.35%		1.31%			
American Funds Inflation	Domestic Bond	2.71%		2.18%			
American Funds Strategic	Domestic Bond			0.63%		-1.00%	
Blackrock Inflation Protected	Domestic Bond						
Columbia Mort Opportunities	Domestic Bond	0.11%		-0.72%			
Black Rock Floating Rate	Domestic Bond	1.38%		-0.35%		0.61%	
Goldman Sachs Enhanced	Domestic Bond	0.11%		0.03%			
Loomis Sayles Inflation Prot	Domestic Bond			-0.93%		1.33%	
Benchmark		Qtr	1 Yr	Qtr	1 Yr	Qtr	1 Yr
Barclay Cap Govt 1-3 yr							
Barclay Cap Govt Intl							
Barclay Cap Aggregate		1.83%	-0.33%	0.05%	-0.90%	0.01%	-1.54%

Carmel Area Wastewater District

WWTP Elec/Mech Rehab and Sludge Holding Tank Replacement Project

Construction Progress Report

July 14th, 2022

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	\$28,199.96	0.38%
Non Value Added Change Order Cost ⁽²⁾	% of Bid Amount	\$47,839.58	0.66%
Total Change Order Cost	% of Bid Amount	\$76,039.54	1.0%
Current Contract Value		\$7,367,539.54	
Open/Pending Potential Change Orders (PCO)		2	
Contract Time			
Notice To Proceed		September 7 th , 2021	
Original Contract Time		550 Calendar Days	
Calendar Days Elapsed		310 Days	
Weather Days: Accepted to Date		0 Days	
Contract Change Order(s) Time Extension		0 Days	
Current Contract Completion Date		March 3 rd , 2023	
Contract Progress Summary			
Total Project Time Expended		56%	
Total Project Construction Cost Expended		38% (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 installation of a new and improved manual barscreen at the Headworks, and some piping and railing installation work at the Sludge Holding Tank. One of Clark Bros laborers tested positive for COVID this month and their entire crew quarantined for one week. A few piping deliveries were received, but some key piping parts are still pending delivery to allow mechanical work in the Influent Pump Station and Headworks areas to commence in earnest.

2.1.1 Submittals

Submittals reviewed this month included equipment O&M Manuals, piping lay drawings for the Effluent Building, and seismic anchorage design for the electrical MCC equipment.

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

Clark Bros began installing tank mixing and overflow piping. Guardrails installation was also started on the stairs and platform.

2.4 Influent Pump Station Rehab

Clark Bros started laying out new piping for the Influent Pumps. Two large custom fabricated elbows for pump piping were delivered and they were configured incorrectly (a mistake made by the factory). Clark Bros and CAWD are determining how to remedy the mistake by looking at alternative pipe arrangements.

2.5 Headworks Rehab

The new manual barscreen was installed. The new barscreen has smaller openings so will collect more rags and trash before they enter the plant. The new slide gates were delivered and are now pending scheduling shutdowns for installation.

2.6 Chlorination Building Rehab/3W System Improvements

No work observed.

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 MCC equipment will not arrive until September. Other major equipment has been arriving and will continue to arrive through August. Clark Bros has submitted a revised project schedule which is currently under review.

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	36	0
Submittals	140	7

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)	6	2	1	NA
Change Orders	1	0	0	\$76,039.54

Section 6: Project Schedule and Budget

6.1 Schedule

A new Baseline CPM Schedule has been submitted and is under review. The new schedule reflects realistic equipment delivery dates now that deliveries are starting to arrive.

6.2 Budget

At this time the approved change orders amount to 1% of the project cost. The project management team is continually monitoring the costs of potential changes to manage costs.

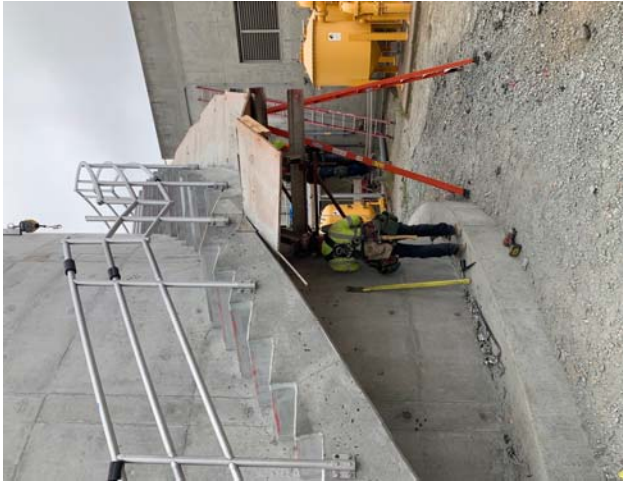
Currently the amount to be paid to CBI is 38% (not including retention) of the total approved budget (42% with retention).

Section 7: Photos

- Sludge Holding Tank Replacement
- Influent Pump Station
- Headworks Rehab

Photos:
Sludge Holding Tank
Replacement

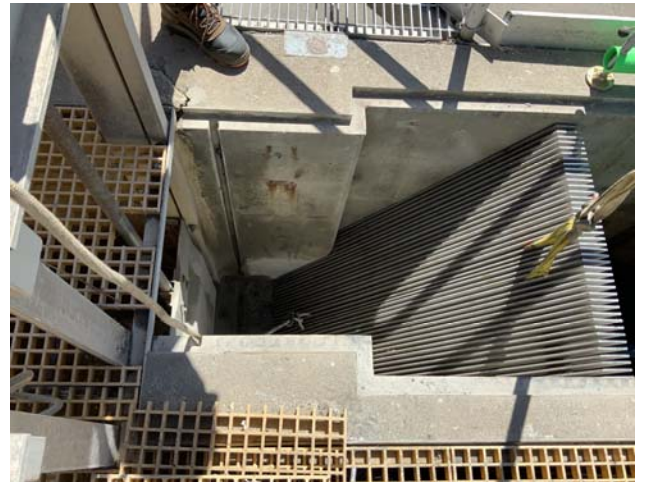


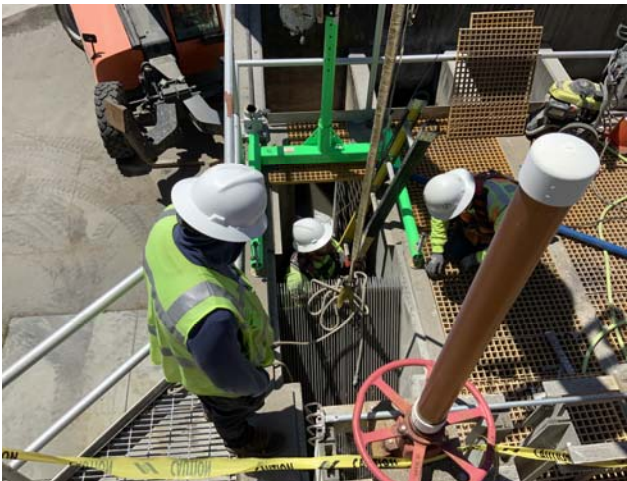


Photos:
Influent Pump Station Rehab



Photos:
Headworks Rehab





STAFF REPORT



To: Board of Directors

From: Patrick Treanor, Plant Engineer

Date: July 28, 2022

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 January 2022 thru June 2022.

For the current reporting period the WWTP averaged 7,199 kwh/month less power usage then compared to the power usage prior to the Phase 1 Capital Improvement Project. The average power use this past 6-months was essentially the same as the prior 6-month report. This is an annualized savings of about \$12,000 per year compared to before Phase 1.

As stated in the report 6-months ago, it should be expected that the current energy savings since the Phase 1 Project would continue. This has held true as the running average energy use has remained consistent over the last 12-month period. All of the realized energy savings since the Phase 1 project have been from the blower improvements.

Upon completion of the WWTP Elec/Mech Rehab Project (Project 18-01), it is estimated that additional savings will be realized.

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)
January	126,519	55,697	182,216	3,790
February	118,072	57,377	175,449	-2,977
March	112,694	54,171	166,865	-11,561
April	122,940	52,128	175,068	-3,358
May	113,931	55,117	169,048	-9,378
June	106,941	51,775	158,716	-19,710
<i>Average:</i>	116,850	54,378	171,227	-7,199

STAFF REPORT



To: Board of Directors

From: Barbara Buikema, General Manager

Date: July 28, 2022

Subject: Pebble Beach Community Services District (PBCSD) – Regular Board Meeting on June 24, 2022

DISCUSSION

Agenda items from the June 24, 2022, meeting that are of specific interest to this District:

- Total cash balance at the end of May 2022 was \$27.9M; of that amount \$19.6M was designated for Capital Acquisition and Outlay Reserves. Property taxes comprise roughly 80% of District revenues with user fees making up 22% of total actual cost of wastewater operations.
- Staff presented the Final 2022-23 Budget. The final contains \$20.3M in District revenues and \$1M in Reclamation revenues. Sewer user fees increased 9% from \$26.70/mo. to \$29.10/mo. The proposed fee generates \$1.3M in revenue, with the difference coming from other revenue funded by \$2.5M in property tax, \$3.7M capital outlay, and \$132K other revenues.
- The Board approved a cost-of-living adjustment of 4.7% effective July 1. Their policy is to use the average of the annual changes for December and February in the Consumer Price Index for the San Francisco-Oakland-San Jose region.
- The Board approved the 2022-23 sewer connection fee at \$4,928, which represents an increase of 2.9% from the 2021-22 fee of \$4,789. No change was recommended in the inspection and permit fees.
- Forest Lake Reservoir is holding 72 million gallons (MG) or 221-acre feet (AF) of recycled water. This represents 63% of the permitted capacity of 115MG. The current storage volume is 16% below the historic average of 86MG or 264AF.

- Average daily wastewater flow of 388,000 gallons per day (GPD) was measured in May at the PBCSD-Carmel gate. This represents 34% of the total flow at the Carmel Area Wastewater District (CAWD) treatment facility. The measured PBCSD flow was 11% below the five-year average of 437,000 GPD for the month of May. The CAWD total flows were 8% below the five-year average of 1,236,000 GPD for May.
- Total irrigation water demand for the 2022 calendar year through May was 424-acre feet (AF). Total demand for the calendar year is 67% above the 5-year average of 254 AF through May. 2022 irrigation demand to-date through May is 32% above last year's end of May total to-date demand of 320 AF. The month of May reflected a net storage decrease of approximately 24 MG.
- All five alternative source water projects were online and producing a combined 73,000 GPD. Total production calendar year through mid-June was approximately 6.3 MG.
- Supervisory Control and Data Acquisition (SCADA) system upgrade continues to be dependent upon material supply issues. Implementation of this project looks unlikely to commence before July.
- PBCSD held a video conference meeting with CAWD and Corrpro staff in June to review final design on the Cathodic Protection Project. CAWD staff asked if the anode well could be relocated on CAWD property within the Rio Park area to minimize CAWD concerns regarding installation of anode well at the plant, which could potentially cause negative affects to existing infrastructure.
- Average daily wastewater flows measured in million gallons per day (MG) show:

MONTH	TOTAL	CAWD FLOW	PBCSD FLOW	PBCSD
July – 21	37.117	25.481	11.636	31.350%
Aug – 21	36.578	25.206	11.372	31.090%
Sept – 21	31.800	22.717	9.083	28.563%
Oct – 21	35.625	24.518	11.107	31.177%
Nov – 21	33.282	22.731	10.551	31.702%
Dec – 21	55.861	35.261	20.600	36.877%
Jan – 22	40.807	26.530	14.277	34.987%
Feb – 22	31.191	21.369	9.822	31.490%
Mar – 22	34.430	23.496	10.934	31.757%
Apr - 22	35.101	23.329	11.772	33.538%
May - 22	35.091	23.071	12.020	34.254%
Total	406.883	273.709	133.174	32.730%

STAFF REPORT



To: Board of Directors

From: Barbara Buikema, General Manager

Date: July 28, 2022

Subject: Special Districts Association (SDA) of Monterey County – July 19, 2022

RECOMMENDATION

Informational only; No action required.

DISCUSSION

The Special Districts Association of Monterey County (SDAMC) met in person on July 19, 2022 with Director Rachel and the General Manager attending.

Heather Adamson from Association of Monterey Bay Governments (AMBAG) reported on the Regional Housing Need Allocation (RHNA) plan for Monterey and Santa Cruz counties. The RHNA plan establishes the total number of housing units that each city and county must plan for within an eight-year planning period. The amount of housing a regional must plan for is largely determined by the California Housing and Community Development Department's (HCD) housing need assessment.

Since 1969, California has required that all local governments (cities and counties) adequately plan to meet the housing needs of everyone in the community. HCD oversees this process for all regions throughout the state. The statutory objectives of the RHNA process are to ensure that jurisdictions have the capacity to (1) increase the housing supply and mix of housing types, affordability in an equitable manner; (2) promote infill development and socio-economic equity, protect environmental and agricultural resources and encourage efficient development patterns; (3) promote improved intraregional jobs-housing relationship including jobs housing fits; (4) balance disproportionate household income distributions; and (5) affirmatively furthering fair housing.

Under state law and HCD oversight, AMBAG must develop RHNA every eight years. This process begins with HCD providing a Regional Housing needs Determination (RHND) for the Monterey and Santa Cruz counties. The regional determination includes an overall housing need number, as well as the percentage of units required in different income categories. AMBAG received its 6th Cycle Regional Housing Need Determination from HCD in August 2021. AMBAG released the DRAFT 6th Cycle RHNA Plan on April 22, 2022 for a 45-day public review period. The public review period closed on June 6, 2022. The Final RHNA Plan is scheduled for adoption in fall 2022.

AMBAG received two appeals on the Draft 2023-2031 6th Cycle RHNA Plan. Again, state law requires a 45-day comment period on any appeals received on the draft Plan. The end of the appeal period is July 22, 2022. AMBAG will hold a public hearing on the appeals received on the draft on August 10, 2022. The AMBAG Board is required to make a final written determination that either accepts, rejects, or modifies each appeal and issue a proposed final allocation plan. They anticipate making this final determination at their September 14, 2022 meeting and to release the Final by September 23, 2022.

A brief review of Association business follows:

- Due to increasing costs the buffet dinner has been cancelled in favor of plated service. For now, the hope is to maintain the \$40/person cost.
- The annual SDA conference at the end of August will be held in Palm Desert. Next year the word is it will be in Monterey
- The Board Secretary/Clerk conference will be in Monterey in November
- Recommend member pass a resolution opposing Initiative #21-0042A1. This initiative proposes to limit the ability of state and local governments to enact, modify, or expand taxes, assessments, fees, and property-related charges. If enacted public agencies would face a potential rise in litigation that could restrict their ability to meet essential services and infrastructure needs. The ballot measure would define all levies, charges, and fees as taxes. All of these would require a 2/3 legislative vote and voter approval to be enacted. The initiative did not make the 2022 ballot, but it is expected to make the 2024 ballot.
- California Special District Association Coastal Network held a strategic planning session. One of its goals includes recognition at the federal level to open the door to more funding opportunities.
- Local Agency Formation Commission (LAFCO) reported on activity for Marina Coast Water District and the annexation of several areas on the old Fort Ord. They are also performing a study of opportunities with various agencies in South County – Greenfield.
- LAFCO reported that the litigation with Monterey Peninsula Water Management District for the activation of latent powers is very much in the early stages. Anticipate certification of the Administrative Record in July.