

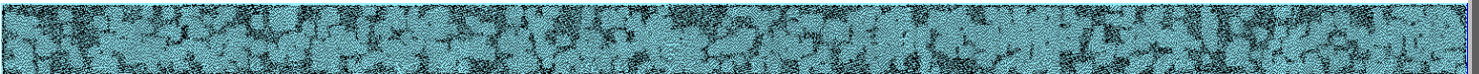


CARMEL AREA WASTEWATER DISTRICT

Regular Board Meeting

3945 Rio Road, Carmel, CA 93923

September 29,
2022 Thursday
9:00AM



Certificate of Appointment in Lieu of Election and Oath of Office

STATE OF CALIFORNIA }
COUNTY OF MONTEREY } ss

I, Gina Martinez, Registrar of Voters, in and for the County of Monterey, do hereby certify that **Kennedy White** was appointed to the office of **Carmel Area Wastewater District, Director** for a term of **4 years** by the supervising authority in lieu of conducting an election on **November 8, 2022**.



In Witness Whereof, I have hereunto affixed my hand and official seal on **September 13, 2022**.

Gina Martinez,
Monterey County Registrar of Voters

By  _____

STATE OF CALIFORNIA }
COUNTY OF MONTEREY } ss

I, **Kennedy White**, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California, that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

(Signature)

Subscribed and sworn to before me, this ____ day of _____, 20__.

(Signature of Person Administering Oath)

(Title)

Certificate of Appointment in Lieu of Election and Oath of Office

STATE OF CALIFORNIA }
COUNTY OF MONTEREY } ss

I, Gina Martinez, Registrar of Voters, in and for the County of Monterey, do hereby certify that **Michael Rachel** was appointed to the office of **Carmel Area Wastewater District, Director** for a term of **4 years** by the supervising authority in lieu of conducting an election on **November 8, 2022**.



In Witness Whereof, I have hereunto affixed my hand and official seal on **September 13, 2022**.

Gina Martinez,
Monterey County Registrar of Voters

By  _____

STATE OF CALIFORNIA }
COUNTY OF MONTEREY } ss

I, **Michael Rachel**, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California, that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

(Signature)

Subscribed and sworn to before me, this ____ day of _____, 20__.

(Signature of Person Administering Oath)

(Title)



CARMEL AREA WASTEWATER DISTRICT
REGULAR BOARD MEETING MINUTES
Thursday, 9:00 a.m., August 25, 2022
Via Teleconference Webinar

CALL TO ORDER - ROLL CALL - The meeting was called to order at 9:07 a.m.

Present: Directors: Greg D'Ambrosio (remote), Charlotte Townsend and President Ken White,
President Pro-Tem Robert Siegfried

Absent: Director Rachel

A quorum was present.

Others: Barbara Buikema, General Manager, Carmel Area Wastewater District (CAWD or District)
Rachél Lather, Principal Engineer, CAWD
Patrick Treanor, Plant Engineer, CAWD
Ed Waggoner, Plant Superintendent, CAWD
Kevin Young, Operations Supervisor, CAWD
Chris Foley, Maintenance Superintendent, CAWD
Mike Skinkle, Grade IV Mechanical Technologist
Barry Blevins, Collection Worker III, CAWD
Domine Barringer, Board Secretary, CAWD
Robert Wellington, Wellington Law Offices, CAWD Legal Counsel
Richard Gebhart, Board Member of Pebble Beach Community Services District (PBCSD)
Mike Niccum, General Manager, PBCSD
Nick Becker, Deputy General Manager-District Engineer, PBCSD
Evan Currie, President, Currie Engineers

1. **Public Comments:** No public comments

2. **Agenda Changes:** none

3. **California Water Environment Association- Employee Recognition of Achievement-
Grade IV Mechanical Technologist- Mike Skinkle**

Mr. Skinkle received recognition from the board regarding his achievement of earning level Grade IV Mechanical Technologist.

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

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

Board Action

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

- 4.** Approve Regular Board Meeting Minutes, July 28, 2022, Pension Committee Meeting Minutes, July 25, 2022 and August 04, 2022
- 5.** Receive and Accept Bank Statement Review by Hayashi Wayland – July 2022
- 6.** Receive and Accept Schedule of Cash Receipts & Disbursements – July 2022
- 7.** Approve Register of Disbursements – Carmel Area Wastewater District – July 2022
- 8.** Approve Register of Disbursements – CAWD/PBCSD Reclamation Project – July 2022
- 9.** Receive and Accept Financial Statements and Supplementary Schedules – July 2022
- 10.** Receive and Accept Collection System Superintendent’s Report – July, June & May 2022
- 11.** Receive and Accept Safety and Regulatory Compliance Report – July 2022
- 12.** Receive and Accept Treatment Facility Operations Report – July, June & May 2022
- 13.** Receive and Accept Laboratory/Environmental Compliance Report – July 2022
- 14.** Receive and Accept Capital Projects Report/Implementation Plan
- 15.** Receive and Accept Project Summaries – Capital & Non-Capital
- 16.** Receive and Accept Plant Operations Report – July 2022
- 17.** Receive and Accept Maintenance Projects Report – July 2022
- 18.** Receive and Accept Engineer’s Report – July 2022

ACTION ITEMS BEFORE THE BOARD

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

RESOLUTIONS

19. Resolution No. 2022-54; Report by District Principal Engineer, Rachél Lather

Board Action

A motion to approve the resolution as amended was made by Director D'Ambrosio and seconded by Director Townsend. Following a Roll Call vote, the Board unanimously passed Resolution 2022-54, Approving and Adopting the District Sewer System Management Plant(SSMP) And Authorizing The General Manager To Certify The Plan As Required By the State Water Resources Board Control Board

20. Resolution No. 2022-55; Report by General Manager, 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 2022-55, 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 Period August 1 Through August 30, 2022.

21. Resolution No. 2022-56; Report by Principal Plant Engineer, Patrick Treanor

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 2022-56, Authorizing The General Manager To Enter Into A Contract For Engineering Services With Beecher Engineering, Inc. for the Variable Frequency Drive Replacement Engineering Services For An Amount Not to Exceed \$43,890

22. Resolution No. 2022-57; Report by General Manager, 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, the Board unanimously passed Resolution 2022-30, Authorizing The Annual Adjustment Of the District's Reserve Fund Balances By Transferring \$3,753,324 To The capital Fund And \$4,254,215 To The Capital Fund From the General Operations & Maintenance Fund And Capital Improvement Reserve, Respectively, In Accordance With The District's Reserve Policy

COMMUNICATIONS

23. General Manager Report – oral report

- Ethics Training scheduled date is September 29, 2022
- Annual Barbeque date is October 7th, 2022 (employees only)
- Brief discussion of COVID still being present
- Demonstration using new equipment of virtual plant tour for the public and schools. Superintendent Foley explained that the new equipment is interactive

OTHER ITEMS BEFORE THE BOARD

- *Rob Wellington, Legal Counsel, requested that the eminent domain topic be agendaized and time be scheduled to discuss this topic. Mr. Wellington also stated that when pursuing eminent domain that the entity should be ready to take action. He also indicated that at some point the District should obtain someone who specializes in eminent domain.*
- *Director Siegfried requested an update on the Reclamation agreement between the District and PBCSD. Mr. Wellington asked what is the particular information that is being sought? Director Siegfried wants to know if the District owns the plant.*
- *Director Siegfried asked what was being done on disease monitoring for Polio and Flu. The General Manager, Barbara Buikema responded that this is being looked into.*

- 24.** Monterey County Treasurer's Report dated June 30, 2022 Summary
Report by General Manager, Barbara Buikema

Board Action

A motion to accept the report was made by President White and seconded by Director Townsend. Following a Roll Call vote, the Board unanimously accepted the June 30, 2022 Monterey County Summary Report.

INFORMATION/DISCUSSION ITEMS

- 25.** Monthly Construction Update of Project #18-01 Electrical/Mechanical Rehab and Sludge Holding Tank Replacement – *Report by Plant Engineer, Patrick Treanor*

Note: Time lapsed video of building the Sludge Holding Tank presented during the Board meeting. Mr. Currie presented the time lapsed video to the board, which was approximately 6 minutes.

- 26.** July 29, 2022, Pebble Beach Community Services District Board Meeting Summary – *Report by General Manager, Barbara Buikema*

- 27.** August 4, 2022, Pension Committee Meeting Summary
Report by General Manager, Barbara Buikema

- *Director Siegfried discussed his findings regarding the correlation between equity (stocks) and fixed income (bonds)*
- *Director Siegfried requested that upon Director Rachel's return that a Pension Committee meeting be held to discuss Hastie Financial Group*

- *Also during the information and discussion section the General Manager provided information regarding the District looking into using PenChecks to facilitate retirees located in different states.*
- *During the information and discussion items, President White commented on the employee survey regarding the Employee Handbook and Employee Evaluations being brought forward for the employees.*

28. Announcements on Subjects of Interest to the Board Made by Members of the Board or Staff

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

PBCSD Board Public Meeting Notice & Agenda – The next PBCSD meeting is scheduled for: *Friday, August 26, 2022, Canceled – Director Rachel is scheduled to attend. Friday, September 30, 2022, at 9:30 a.m. – Director Siegfried is scheduled to attend.*

Special Districts Association of Monterey County – The next SDA meeting is scheduled for: *Tuesday, October 18, 2022, at 6:00 p.m. – Director Siegfried is scheduled to attend.*

Reclamation Management Committee (RMC) Meeting – The next RMC meeting is scheduled for: *Tuesday, November 15, 2022, at 9:30 a.m. Director Townsend and Director White are scheduled to attend.*

29. ADJOURNMENT

There being no further business to come before the Board, the President adjourned the meeting at 10:08 a.m. The next Regular Meeting will be held at 9:00 a.m., Thursday, October 27, 2022, or an alternate acceptable date, via teleconference webinar.

As Reported To:

Domine Barringer, Secretary to the Board

APPROVED:

Ken White, President of the Board



CARMEL AREA WASTEWATER DISTRICT (CAWD)
PENSION COMMITTEE MEETING MINUTES
September 22 2022, Thursday, 1:00 p.m.

Via teleconference webinar

CALL TO ORDER - ROLL CALL:

The meeting was called to order at 1:01 p.m.

Present: CAWD President Pro Tem Robert Siegfried, Committee member (remote)
Director Michael Rachel, Committee member
Barbara Buikema, General Manager
Robert Wellington, Legal Counsel

Absent: None

Appearances/Public Comments: None

Agenda Changes: None

AGENDA ITEMS:

The committee discussed the fixed income investment portfolio

No action was taken. The committee will meet again in November.

ADJOURNMENT: *There being no further business to come before the Committee, the meeting concluded at 2:10 p.m. The next Regular Board Meeting will be held at 9:00 a.m., Thursday, September 29, 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:

Barbara Buikema, General Manager

APPROVED:

Ken White, President



HAYASHI | WAYLAND

INDEPENDENT ACCOUNTANTS' REPORT

September 16, 2022

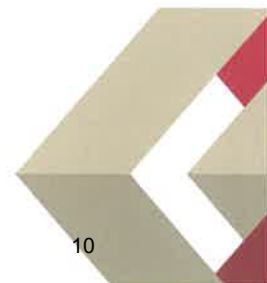
To the Board of Directors
Carmel Area Wastewater District

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 August 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.

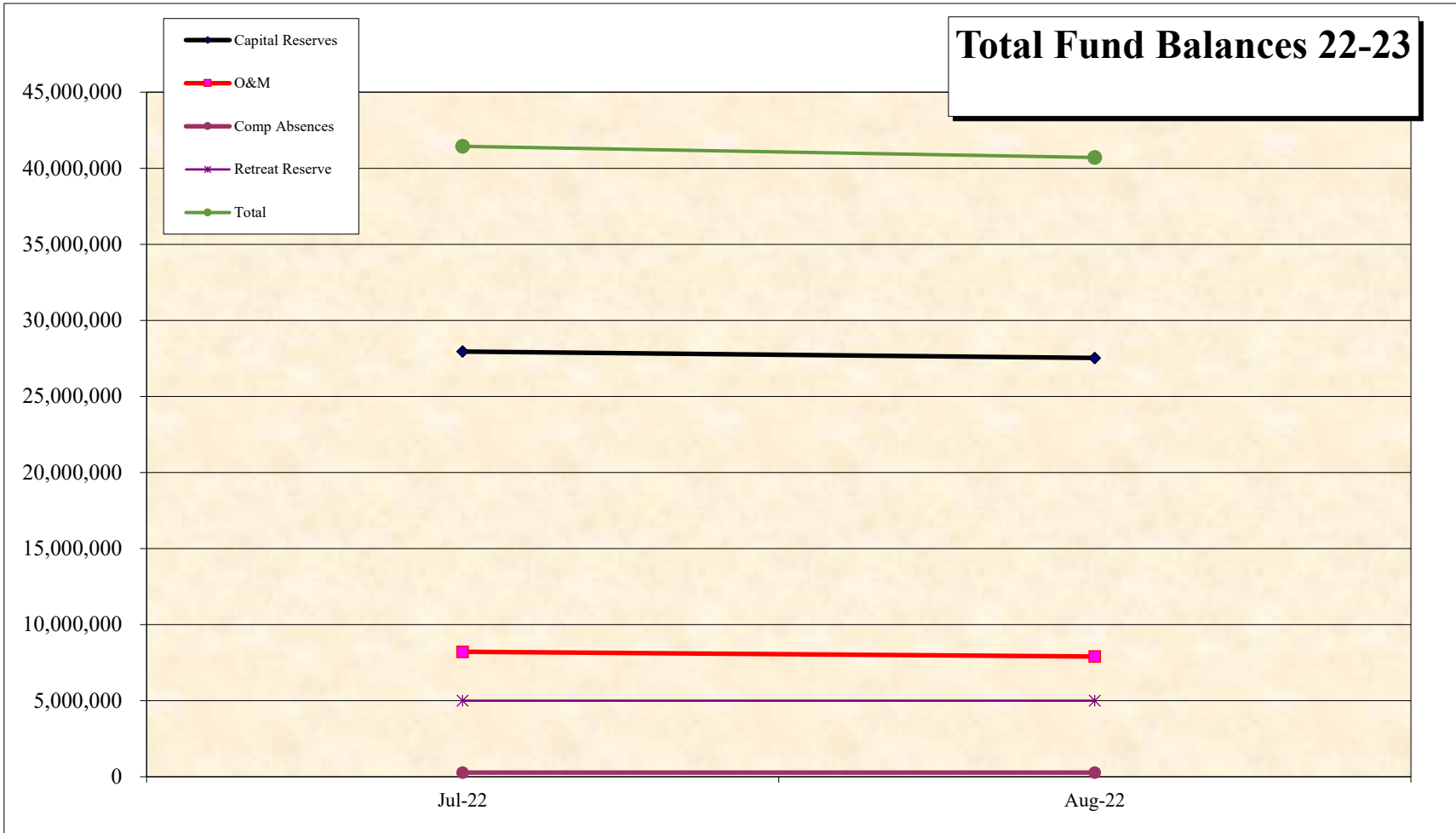


Robert Lee, CPA
Partner
Hayashi Wayland

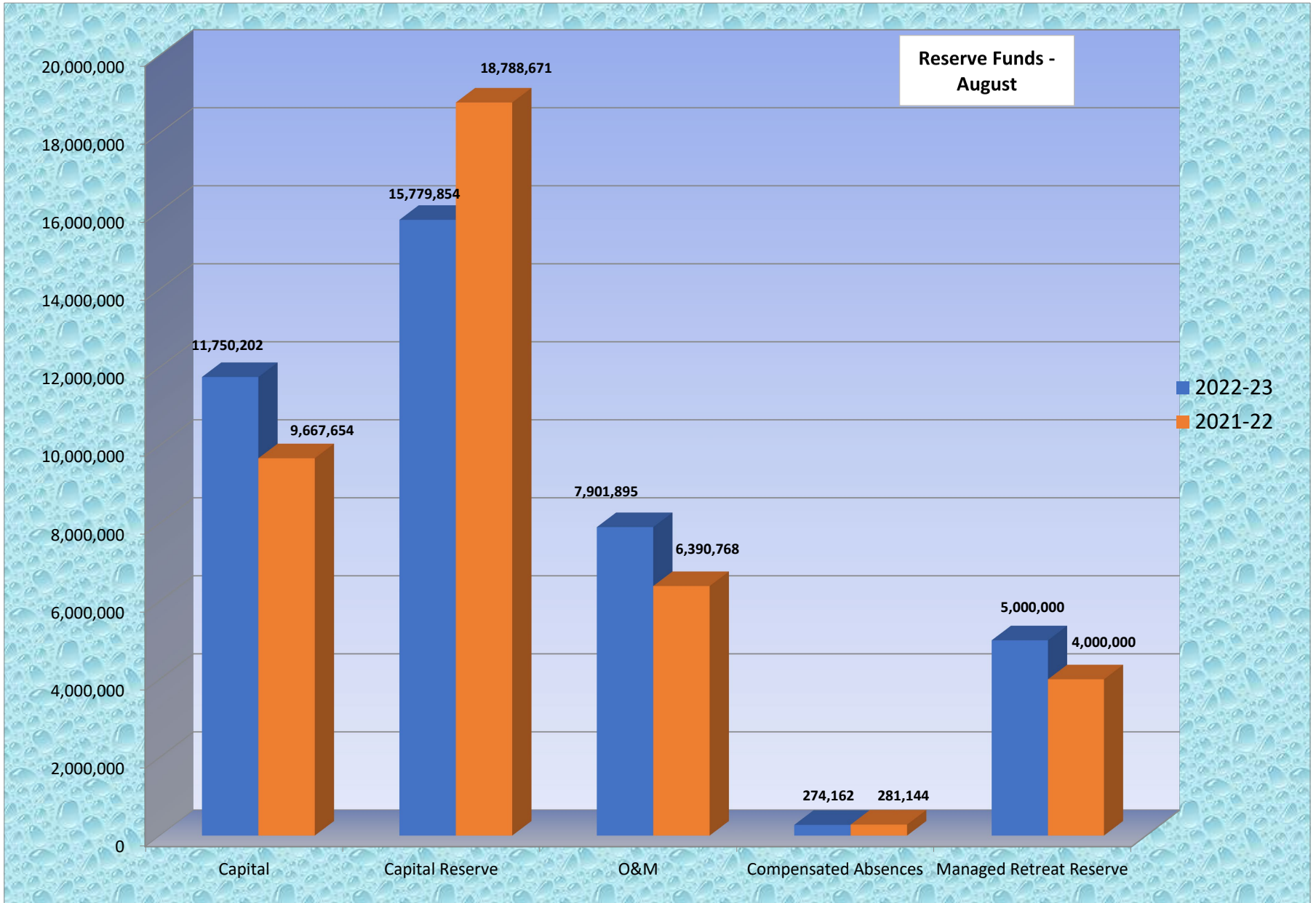
Cc: Mr. Ken White, President

Carmel Area Wastewater District
Schedule of Cash Receipts and Disbursements - AUGUST 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	\$12,169,660	\$15,779,854	\$8,215,050	\$274,162	\$5,000,000	\$41,438,726	\$285,531	\$3,083	\$1,200,472
Receipts:									
User Fees							4,694		
Property Taxes									
PBCSD Treatment Fees							115,000		
Reclamation O & M reimbursement							111,977		
Reclamation capital billing							95,011		
Permits							9,240		
PBCSD capital billing									
Other misc. revenue							13,066		
Interest income-JUNE 4Q int allocation			67,388						
Connection Fees							17,445		
CCLEAN receipts							106,399		
CRFree Project grant funds									
Sale of dump truck									
Hatton Canyon Grant Funds									
Void checks-replace lost check									
Total Receipts	0	0	67,388	0	0	67,388	472,832	0	0
Fund Transfers:									
Transfers to Chase Bank O&M	(419,458)		(380,542)				800,000		
Transfers to Chase Bank PR							(230,000)	230,000	
Transfer to Defend or Managed Retreat Fund									
Adjust compensated accruals at year end									
Rebalance Capital and O&M Reserves									
Total Transfers	(419,458)	0	(380,542)	0	0	(800,000)	570,000	230,000	0
Disbursements:									
Operations and capital							1,034,545		
Payroll & payroll taxes								224,501	
Employee Dental reimbursements							7,947		
CALPERS EFT							35,338		
CAWD SAM pension EFT							0		
CAWD pension loans EFT							587		
Home Depot EFT							114		
US Bank EFT							21,604		
Deferred comp contributions EFT							11,880	0	
PEHP contributions EFT							3,237	0	
Bank/ADP fees							0	1,124	
Highlands Bond Debt Service Payment									
Annual County admin billing fee									
GASB 68 report-CALPERS							700		
CALPERS CEPPT #1 & #2							100,000		
Total Disbursements	0	0	0	0	0	0	1,215,952	225,625	0
BALANCE END OF MONTH	11,750,202	15,779,854	7,901,895	274,162	5,000,000	40,706,113	112,412	7,458	1,200,472



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



Carmel Area Wastewater District
Disbursements
Aug-22

Date	Check	Vendor	Description	Amount
08/01/22	3266	Amazon Capital Services	Operating and office supplies	496.24
08/01/22	3267	American Fidelity Assurance Company	Flex accounts	163.55
08/01/22	3268	American Fidelity Assurance	Employee insurance premiums	586.16
08/01/22	3269	Applied Industrial Technologies	Baldor motor	1,116.11
08/01/22	3270	AT&T Mobility	Cell service	60.34
08/01/22	3271	AT&T CALNET 3	Admin alarm	33.34
08/01/22	3272	AT&T	IP card and Plant fiber router	718.97
08/01/22	3273	AutomationDirect, Inc.	Electrical parts	204.73
08/01/22	3274	Barbara Buikema	Special District Assn. dinner and Hayashi & Wayland thank you gift	134.95
08/01/22	3275	Borges & Mahoney	Operating supplies	206.11
08/01/22	3276	Bryan Mailey Electric	Various Plant electrical work	5,250.00
08/01/22	3277	Charles DayEngel	Dental	194.00
08/01/22	3278	C.H. Bull Company	Erectastep stair and platform	8,619.63
08/01/22	3279	Christopher Foley	Dental	2,000.00
08/01/22	3280	Cintas Corporation #63D	Laundry service	905.71
08/01/22	3281	Clark Pest Control	Plant service	293.00
08/01/22	3282	Coastal Fabrication Company	Air compressor pipe fittings	5,330.13
08/01/22	3283	Comcast	Admin internet	250.57
08/01/22	3284	Culligan Water Conditioning	C&I exchange service for the lab	17.35
08/01/22	3285	Daniel Deeth	Dental	596.20
08/01/22	3286	Daryl Lauer	Dental	566.00
08/01/22	3287	Del Monte Gardeners	Easement clearings	2,800.00
08/01/22	3288	Direct TV	Plant service	135.92
08/01/22	3289	Domine Barringer	Board retreat food	54.92
08/01/22	3290	Edward Waggoner	Dental	200.00
08/01/22	3291	Equitable Financial Life Insurance	Life insurance, long-term and short-term disability premiums	2,322.48
08/01/22	3292	Fanny Mui	Dental	1,549.00
08/01/22	3293	First Alarm	Plant and admin service quarterly billings	1,005.90
08/01/22	3294	GLS US	Shipping charges for lab supplies	104.59
08/01/22	3295	Got.Net	Domain parking	4.20
08/01/22	3296	Grainger	Heat gun and sewage ejector pump	1,752.83
08/01/22	3297	Idexx Laboratories	Lab supplies	2,053.25
08/01/22	3298	Image Source	Plant copier billing	68.44
08/01/22	3299	Kennedy/Jenks Consultants	Potable Water & Gas Main Replacement Project #22-03 (CAPITAL)	14,806.13

Carmel Area Wastewater District
Disbursements
Aug-22

Date	Check	Vendor	Description	Amount
08/01/22	3300	Michael Skinkle	Certificate renewal	225.00
08/01/22	3301	Motion Industries	Pressure relief valves	7,043.51
08/01/22	3302	Patelco Credit Union	Health savings accounts contributions	6,000.39
08/01/22	3303	Peninsula Welding & Medical Supply	Compressed nitrogen	36.88
08/01/22	3304	Quill LLC	Office supplies	64.64
08/01/22	3305	Quinn Company	Heater	686.02
08/01/22	3306	Rachel Lather	Collections meeting expenses	37.89
08/01/22	3307	Robert Siegfried	Dental	220.00
08/01/22	3308	Scarborough Lumber (ACE)	Collection supplies	85.31
08/01/22	3309	Sigma-Aldrich	Lab supplies	1,337.36
08/01/22	3310	Terry Equipment	Water pump hydraulic system for the Jetter (CAPITAL)	11,575.25
08/01/22	3311	Toro Petroleum	Mobile SHC oil	286.45
08/01/22	3312	Underground Service Alert	Annual USA fee and CA State Regulatory fee	3,362.67
08/01/22	3313	Univar Solutions USA Inc.	Sodium bisulfate	7,522.18
08/01/22	3314	Universal Staffing	Admin temp service	630.00
08/01/22	3315	Urban Futures, Inc.	Annual compliance service fee for the bonds	1,050.00
08/01/22	3316	Vision Service Plan	Vision insurance premium	595.35
08/01/22	3317	Vision Communications	Radio batteries	864.12
08/04/22	3318	Applied Marine Sciences	June CCLEAN expenses	28,519.30
08/04/22	3319	CSRMA	2022-23 Worker's Comp. and Property insurance premiums	300,179.79
08/04/22	3320	Michael Garrison	Tri-State Conference per diem advance	288.00
08/04/22	3321	Robert Bowman	Tri-State Conference per diem advance	360.00
08/04/22	3322	SRT Consultants	Carmel Meadows Gravity Sewer Project #19-03 (CAPITAL)	2,410.00
08/10/22	3323	Monterey Co. Resource Mgmt. Agency	Carmel Meadows Gravity Sewer Project #19-03 (CAPITAL) , permits	12,452.00
08/12/22	3324	Applied Marine Sciences	May CCLEAN expenses	16,078.51
08/16/22	3325	Alliant Insurance Services	Annual 2022-23 Fiduciary Liability premium	2,754.00
08/16/22	3326	Alvarez Brothers LLC	Reimburse brine delivery payment-wrong vendor	730.00
08/16/22	3327	Amazon Capital Services	Office and operating supplies	542.45
08/16/22	3328	American Fidelity Assurance Company	Flex accounts	163.55
08/16/22	3329	AT&T Mobility	Cell service	673.31
08/16/22	3330	AT&T CALNET 3	Plant fiber	616.42
08/16/22	3331	AutomationDirect, Inc.	Ice cube control relays	215.50
08/16/22	3332	Barbara Buikema	Dental	457.00
08/16/22	3333	Bayside Oil II	Use antifreeze disposal	15.00

Carmel Area Wastewater District
Disbursements
Aug-22

Date	Check	Vendor	Description	Amount
08/16/22	3334	Beck's Shoes	Employee work boots	447.87
08/16/22	3335	Cal-Am Water	Monthly service	868.28
08/16/22	3336	CAL FIRE	Easement clearings	680.62
08/16/22	3337	Carmel Pine Cone	Legal notices	486.00
08/16/22	3338	CAWD/PBSCD Reclamation Project	Reimbursement for tertiary lab PG&E	819.46
08/16/22	3339	Cintas Corporation #63D	Laundry service	796.20
08/16/22	3340	Clark Pest Control	Plant service	293.00
08/16/22	3341	Clark Bros., Inc.	Elec/Mech Rehab and Holding Tank Project #18-01 (CAPITAL), Progress payment #10	340,920.00
08/16/22	3342	Comcast	Pump station internet	1,026.80
08/16/22	3343	Edges Electrical	Electrical supplies	3,204.10
08/16/22	3344	Edward Wilson DDS, Inc.	Ken White dental	26.00
08/16/22	3345	Fastenal Company	Operating supplies	1,461.77
08/16/22	3346	FGL Environmental	Sample analysis	245.00
08/16/22	3347	Grainger	Operating supplies	400.54
08/16/22	3348	Gregory Ange	Work boot refund	20.00
08/16/22	3349	Greeley and Hansen	Long Term Sea Level Rise Planning #22-01 engineering services	64,210.87
08/16/22	3350	Hayashi & Wayland Accounting	Bank reconciliation oversight	450.00
08/16/22	3351	ICON Cloud Solutions	Telephone service	597.57
08/16/22	3352	James Grover	Dental	2,000.00
08/16/22	3353	Liberty Composting	Sludge hauling	7,168.62
08/16/22	3354	McMaster-Carr	Operating supplies	89.58
08/16/22	3355	Monterey Bay Analytical Services	Sample analysis	315.00
08/16/22	3356	Monterey Bay Engineers	Corona Road Sewer Assessment preliminary plans and review title reports	2,835.00
08/16/22	3357	Murphy Austin Adams Schoenfeld LLP	Legal services-Monterey County option agreement- CRFREE Mitigation Pipeline Undergrounding project #19-21	4,769.50
08/16/22	3358	Peninsula Welding & Medical Supply	Non-liquid cylinder rent	38.70
08/16/22	3359	VOID-OVERFLOW		0.00
08/16/22	3360	Pacific Gas & Electric	Monthly service, undergrounding and assessment fees for the Potable Water & Gas Main Replacement Project #22-03 (CAPITAL \$12,000.00)	59,697.37
08/16/22	3361	Pure Water	Monthly service	118.40
08/16/22	3362	Quill LLC	Office supplies	103.39
08/16/22	3363	Robert Siegfried	Dental	165.00
08/16/22	3364	Shape Incorporated	Float sensors	1,672.72

Carmel Area Wastewater District
Disbursements
Aug-22

Date	Check	Vendor	Description	Amount
08/16/22	3365	Smitty's Janitorial	Monthly service	1,083.75
08/16/22	3366	Star Sanitation LLC	Collections portable toilet rental	46.10
08/16/22	3367	Streamline	Website maintenance	400.00
08/16/22	3368	Town & Country Gardening	Monthly service	700.00
08/16/22	3369	Trowbridge Enterprises	Two office chairs for the Plant	1,152.06
08/16/22	3370	Univar Solutions USA Inc.	Sodium hypochlorite	3,927.42
08/16/22	3371	Universal Staffing	Admin temp service	432.00
08/16/22	3372	Wayside Garage	Service for 2015 Ford F-250 Super Duty	1,069.54
08/16/22	3373	Wellington & Rathie	District legal services	4,522.00
08/16/22	3374	Whitson Janitorial Service	New janitorial service provider	975.00
08/16/22	3375	Wilbur-Ellis Company LLC	CAL NIT SOL bulk for Highlands pump station	2,463.80
08/16/22	3376	WM Corporate Services	Admin garbage and Plant rolloffs	2,268.38
08/16/22	3377	WorkWell Medical Group	New employee testing	320.00
08/17/22	3378	Monterey Co. Resource Mgmt. Agency	Carmel Meadows Gravity Sewer Project #19-03 (CAPITAL), permits balance	897.00
08/17/22	3379	Public Agency Coalition Enterprise	Health insurance	35,907.20
08/22/22	3380	AT&T	Voice routing	52.61
08/22/22	3381	Biobot Analytics	Influent sample testing	1,750.00
08/22/22	3382	Cal-Am Water	Monthly service	36.52
08/22/22	3383	Comcast	Admin internet	250.57
08/22/22	3384	Frisch Engineering	Elec/Mech Rehab and Holding Tank Project #18-01 (CAPITAL \$24,397.50) and SCADA engineering	24,772.50
08/22/22	3385	Image Source	Plant copier billing	84.00
08/22/22	3386	McMaster-Carr	Operating supplies	211.74
08/22/22	3387	Toyota Material Handling	Forklift parts	276.40
08/22/22	3388	Universal Staffing	Admin temp service	288.00
				1,042,492.55

CAWD/PBCSD Reclamation Project
Disbursements
Aug-22

Date	Check	Vendor	Description	Amount
08/01/22	685	Automationdirect.com	1 amp, 2amp, 4amp and 5amp fuses	117.72
08/01/22	686	Borges & Mahoney	Mechanical seal for polymer injection	350.63
08/01/22	687	Bryan Mailey Electric	Troubleshoot train C fault	1,890.00
08/01/22	688	Cole-Parmer	Tube cutter blade	31.68
08/01/22	689	Hach Company	Lab supplies	1,350.28
08/01/22	690	Idexx Laboratories	Lab supplies	1,912.04
08/01/22	691	Microgenics Corporation	Lab supplies	456.36
08/01/22	692	Muniquip, LLC	Grundfos pump	9,763.70
08/01/22	693	Peninsula Welding & Medical Supply	Compressed nitrogen	36.87
08/01/22	694	Pacific Gas & Electric	Tertiary billing	21,993.08
08/01/22	695	Thatcher Company of California	Citric acid and container returns	13,758.17
08/16/22	696	Borges & Mahoney	O-rings	54.48
08/16/22	697	Brenntag Pacific	Ammonium hydroxide	4,846.78
08/16/22	698	Cal-Am Water	Hydrant Meter K monthly service	2,785.53
08/16/22	699	Carmel Area Wastewater District	2021-22 capital bill, refurbished VFD and O&M reimbursement (CAPITAL \$95,010.89)	206,987.52
08/16/22	700	Exceedio	Annual SCADA managed services	6,612.12
08/16/22	701	Grainger	Sulfuric Acid Tank Project #18-26 (CAPITAL)	276.94
08/16/22	702	Harrington Industrial Plastics	Sulfuric Acid Tank Project #18-26 (CAPITAL)	92.08
08/16/22	703	McMaster-Carr	Sulfuric Acid Tank Project #18-26 (CAPITAL)	34.62
08/16/22	704	Monterey Bay Analytical Services	Reclaim line samples	105.00
08/16/22	705	Pebble Beach Company	Bond principal and interest, letter of credit fees current and past and project rep costs	277,996.84
08/16/22	706	Pebble Beach Community Services District	O&M and capital (CAPITAL \$126,579.41)	201,977.93
08/16/22	707	Professional Water Technologies	Opticlean-S-45 clean-in-place chemical and Spectraguard360-275G antiscalant chemical	14,562.82
08/22/22	708	Brenntag Pacific	Ammonium hydroxide and Brennfloc RE 5000	18,002.30

CAWD/PBCSD Reclamation Project
Disbursements
Aug-22

Date	Check	Vendor	Description	Amount
08/22/22	709	Cal-Am Water	Hydrant Meter K monthly service	2,785.53
08/22/22	710	Carmel Area Wastewater District	Reimburse CAWD for American Water sewer line repair from 2017 deposited into Reclamation	2,938.71
08/22/22	711	Frisch Engineering	SCADA Migration Project #21-09 (CAPITAL)	15,405.00
08/22/22	712	Monterey Peninsula Engineering	Sulfuric Acid Tank Project #18-26 (CAPITAL)	44,025.00
08/22/22	713	Thatcher Company of California	Sulfuric acid and tote return	863.98
				852,013.71



**Financial Statements
and
Supplementary Schedules**

August 2022

September 29, 2022

Carmel Area Wastewater District

Balance Sheet

August 2022

ASSETS

Current Assets

Cash

Cash

42,026,454.65

TOTAL Cash

42,026,454.65

Other Current Assets

Other Current Assets

1,472,172.03

TOTAL Other Current Assets

1,472,172.03

TOTAL Current Assets

43,498,626.68

Fixed Assets

Land

Land

308,059.76

TOTAL Land

308,059.76

Treatment Structures

Treatment Structures

70,377,201.24

TOTAL Treatment Structures

70,377,201.24

Treatment Equipment

Treatment Equipment

8,864,043.57

TOTAL Treatment Equipment

8,864,043.57

Collection Structures

Collection Structures

1,238,843.71

TOTAL Collection Structures

1,238,843.71

Collection Equipment

Collection Equipment

1,509,600.36

TOTAL Collection Equipment

1,509,600.36

Sewers

15,496,819.42

Disposal Facilities

Disposal Facilities

1,643,890.85

TOTAL Disposal Facilities

1,643,890.85

Other Fixed Assets

Other Fixed Assets

4,515,627.21

TOTAL Other Fixed Assets

4,515,627.21

Capital Improvement Projects

Capital Improvement Projects

5,952,630.52

TOTAL Capital Improvement Projects

5,952,630.52

Accumulated depreciation

(56,781,274.36)

TOTAL Fixed Assets

53,125,442.28

Other Assets

Other Assets

3,189,993.65

TOTAL Other Assets

3,189,993.65

TOTAL ASSETS

99,814,062.61

Carmel Area Wastewater District

Balance Sheet

August 2022

LIABILITIES			
Current Liabilities			
Current Liabilities	932,463.15		
TOTAL Current Liabilities	<u>932,463.15</u>		932,463.15
Long-Term Liabilities			
Long Term Liabilities	(1,157,813.71)		
TOTAL Long-Term Liabilities	<u>(1,157,813.71)</u>		<u>(1,157,813.71)</u>
TOTAL LIABILITIES			<u>(225,350.56)</u>
NET POSITION			
Net Assets	101,218,721.98		
Year-to-Date Earnings	(1,179,308.81)		
TOTAL NET POSITION			<u>100,039,413.17</u>
TOTAL LIABILITIES & NET POSITION			<u>99,814,062.61</u>

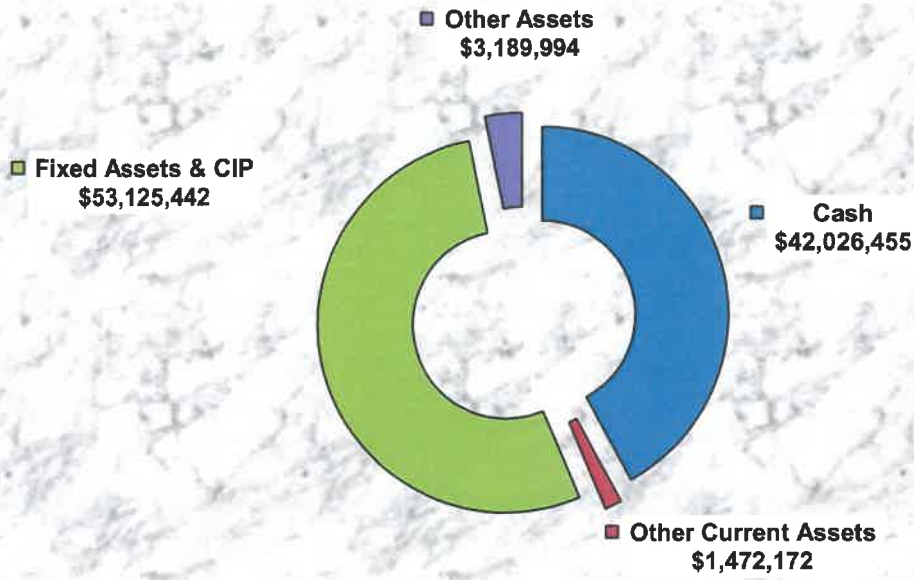
Carmel Area Wastewater District
Budgeted Income Statement
Year-to-Date Variance, August 2022 - current month, Consolidated by account

	<i>2 Months Ended August 31, 2022</i>	<i>2 Months Ended August 31, 2022 Budget</i>	<i>Variance Fav/<Unf></i>	<i>% Var</i>
Income				
Revenue	432,712.50	348,529.86	84,182.64	24.2 %
TOTAL Income	<u>432,712.50</u>	<u>348,529.86</u>	<u>84,182.64</u>	24.2 %
Adjustments				
Discounts	9.36	0.00	9.36	
TOTAL Adjustments	<u>9.36</u>	<u>0.00</u>	<u>9.36</u>	
*****	<u>432,721.86</u>	<u>348,529.86</u>	<u>84,192.00</u>	24.2 %
***** OPERATING INCOME	<u>432,721.86</u>	<u>348,529.86</u>	<u>84,192.00</u>	24.2 %
Operating Expenses				
Salaries and Payroll Taxes				
Salaries and Payroll Taxes	686,937.84	785,578.00	98,640.16	12.6 %
TOTAL Salaries and Payroll Taxes	<u>686,937.84</u>	<u>785,578.00</u>	<u>98,640.16</u>	12.6 %
Employee Benefits				
Employee Benefits	288,961.28	217,028.80	(71,932.48)	-33.1 %
TOTAL Employee Benefits	<u>288,961.28</u>	<u>217,028.80</u>	<u>(71,932.48)</u>	-33.1 %
Director's Expenses				
Director's Expenses	3,890.00	5,671.20	1,781.20	31.4 %
TOTAL Director's Expenses	<u>3,890.00</u>	<u>5,671.20</u>	<u>1,781.20</u>	31.4 %
Truck and Auto Expenses				
Truck and Auto Expenses	10,245.64	23,607.84	13,362.20	56.6 %
TOTAL Truck and Auto Expenses	<u>10,245.64</u>	<u>23,607.84</u>	<u>13,362.20</u>	56.6 %
General and Administrative				
General and Administrative	256,806.72	229,752.34	(27,054.38)	-11.8 %
TOTAL General and Administrative	<u>256,806.72</u>	<u>229,752.34</u>	<u>(27,054.38)</u>	-11.8 %
Office Expense				
Office Expense	6,692.88	11,087.52	4,394.64	39.6 %
TOTAL Office Expense	<u>6,692.88</u>	<u>11,087.52</u>	<u>4,394.64</u>	39.6 %
Operating Supplies				
Operating Supplies	55,970.98	78,270.34	22,299.36	28.5 %
TOTAL Operating Supplies	<u>55,970.98</u>	<u>78,270.34</u>	<u>22,299.36</u>	28.5 %
Contract Services				
Contract Services	170,931.34	204,545.82	33,614.48	16.4 %
TOTAL Contract Services	<u>170,931.34</u>	<u>204,545.82</u>	<u>33,614.48</u>	16.4 %

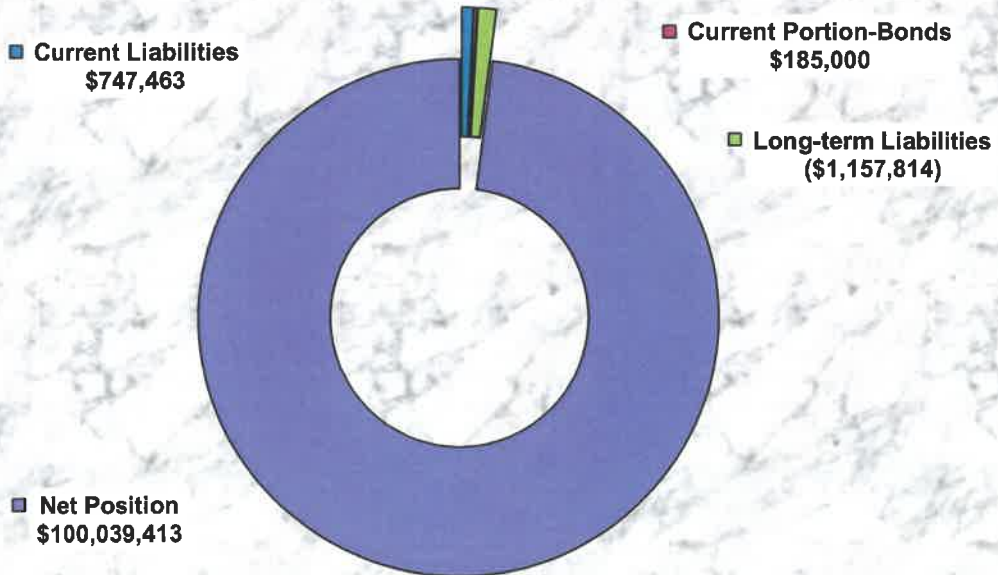
Carmel Area Wastewater District
Budgeted Income Statement
Year-to-Date Variance, August 2022 - current month, Consolidated by account

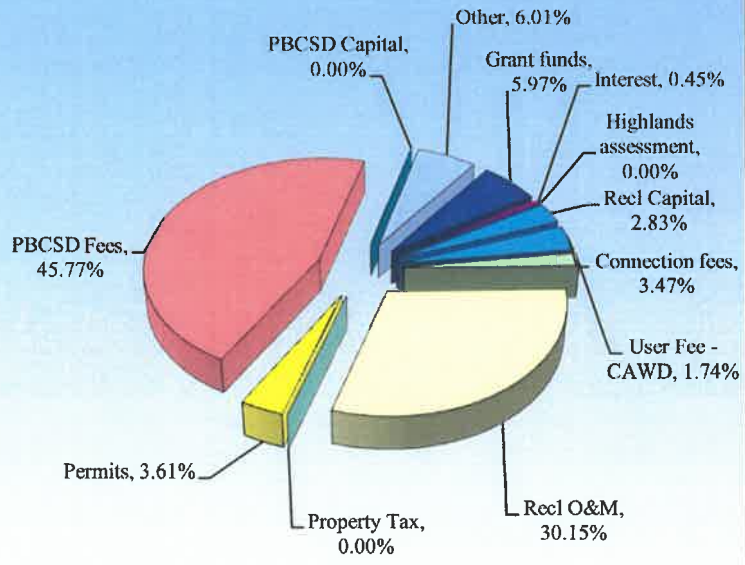
	<i>2 Months Ended August 31, 2022</i>	<i>2 Months Ended August 31, 2022 Budget</i>	<i>Variance Fav/<Unf></i>	<i>% Var</i>
Repairs and Maintenance				
Repairs and Maintenance	56,326.48	108,385.82	52,059.34	48.0 %
TOTAL Repairs and Maintenance	56,326.48	108,385.82	52,059.34	48.0 %
Utilities				
Utilities	71,134.90	63,672.34	(7,462.56)	-11.7 %
TOTAL Utilities	71,134.90	63,672.34	(7,462.56)	-11.7 %
Travel and Meetings				
Travel and Meetings	9,013.45	8,669.18	(344.27)	-4.0 %
TOTAL Travel and Meetings	9,013.45	8,669.18	(344.27)	-4.0 %
Permits and Fees				
Permits and Fees	31,706.00	31,738.00	32.00	0.1 %
TOTAL Permits and Fees	31,706.00	31,738.00	32.00	0.1 %
Memberships and Subscriptions				
Memberships and Subscriptions	2,796.00	3,558.30	762.30	21.4 %
TOTAL Memberships and Subscriptions	2,796.00	3,558.30	762.30	21.4 %
Safety				
Safety	4,229.65	6,333.32	2,103.67	33.2 %
TOTAL Safety	4,229.65	6,333.32	2,103.67	33.2 %
Other Expenses				
Other Expense	5,802.14	83.34	(5,718.80)	-6862.0 %
TOTAL Other Expenses	5,802.14	83.34	(5,718.80)	-6862.0 %
TOTAL Operating Expenses	1,661,445.30	1,777,982.16	116,536.86	6.6 %
***** OPERATING INCOME (LOSS)	(1,228,723.44)	(1,429,452.30)	200,728.86	14.0 %
Non-op Income, Expense, Gain or Loss				
Other Income or Gain				
Other Income, Gain, Expense and Loss	49,414.63	0.00	49,414.63	
TOTAL Other Income or Gain	49,414.63	0.00	49,414.63	
TOTAL Non-op Income, Expense, Gain or Loss	49,414.63	0.00	49,414.63	
***** NET INCOME (LOSS)	(1,179,308.81)	(1,429,452.30)	250,143.49	17.5 %
***** NET INCOME (LOSS)	(1,179,308.81)	(1,429,452.30)	250,143.49	17.5 %

Assets - August 31, 2022

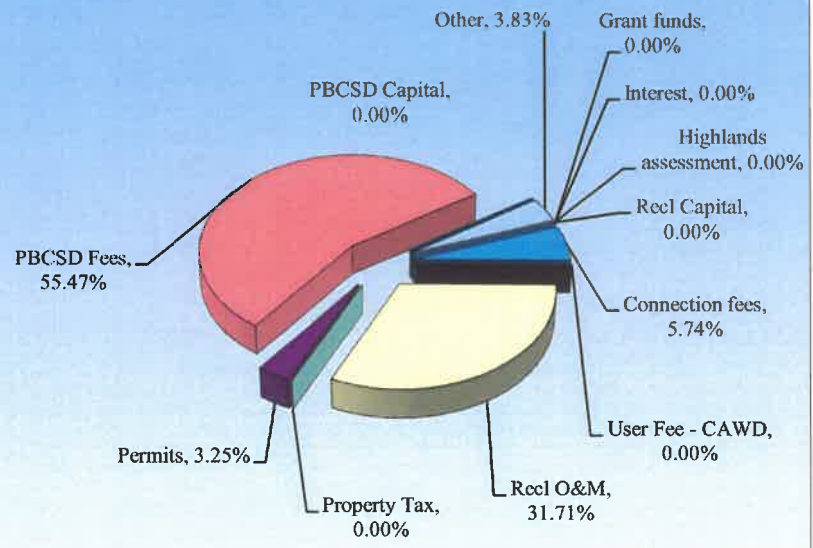


Liabilities - August 31, 2022

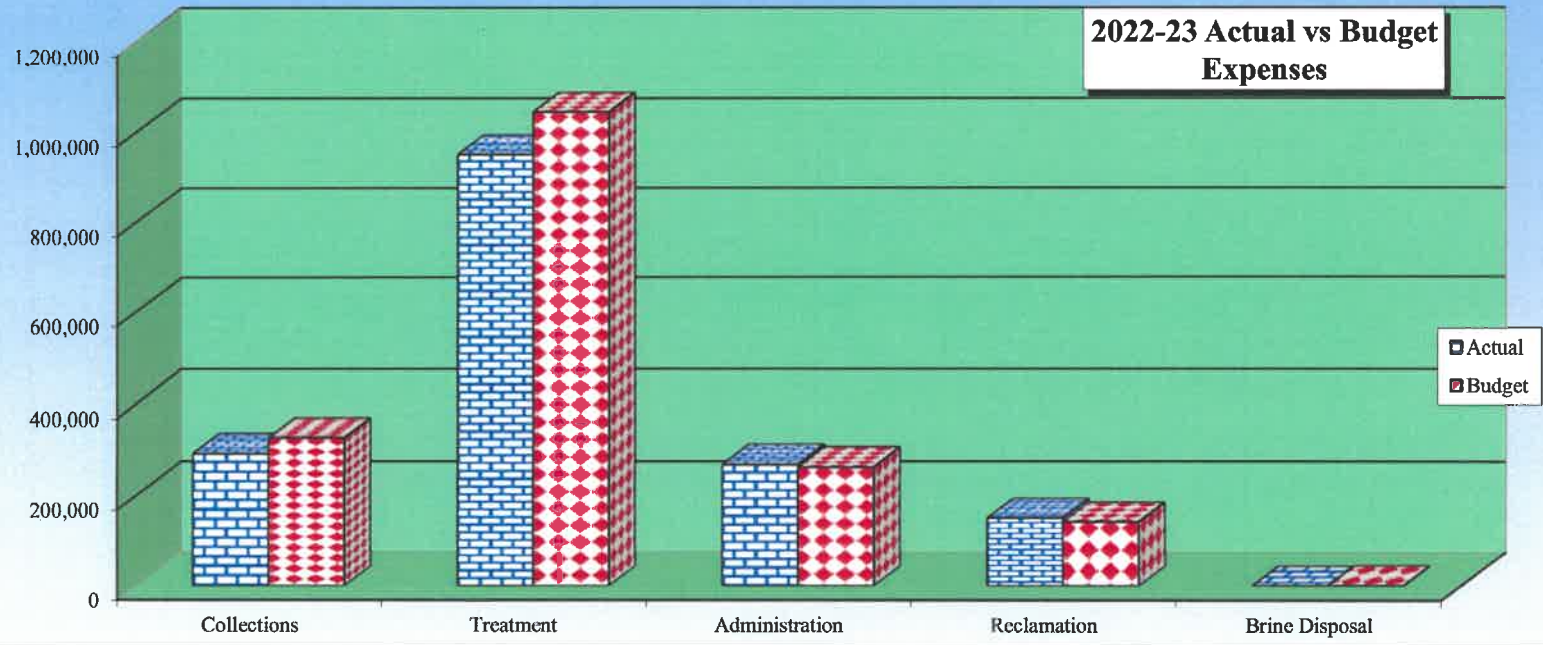




2022-23 Actual Revenues

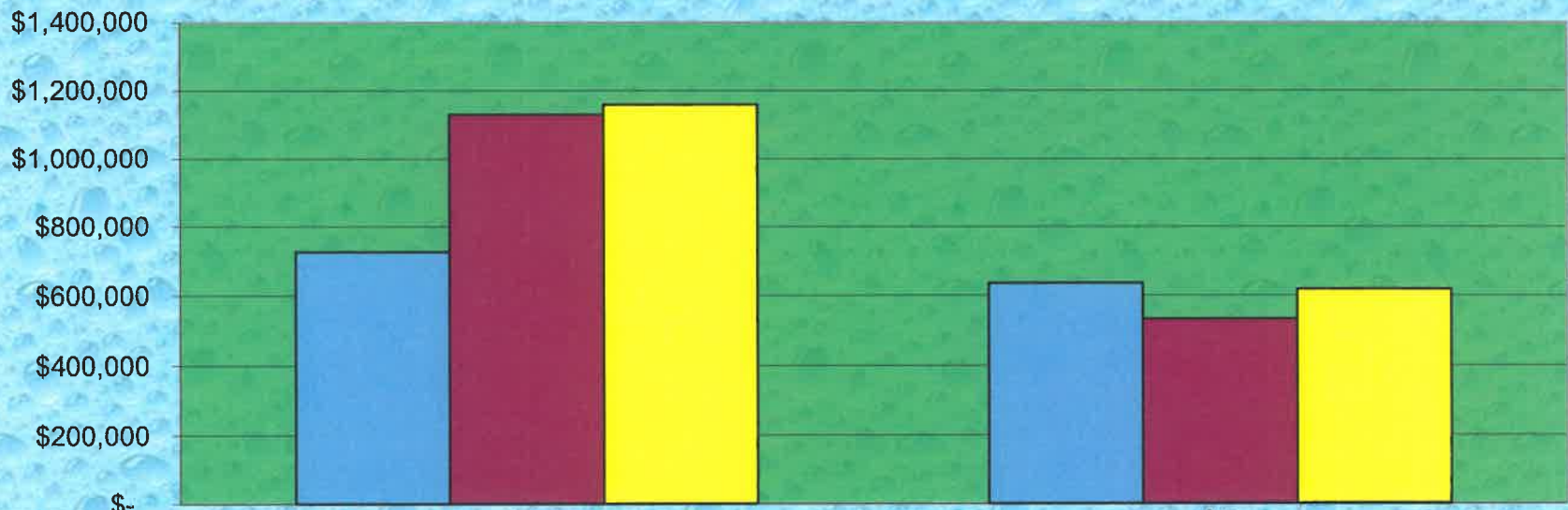


2022-23 Budget Revenues



2022-23 Actual vs Budget Expenses

Operating Expenses



- FY 21-22
- FY 22-23
- CY Budget

July
\$726,464
\$1,129,338
\$1,159,356

Aug
\$636,022
\$532,107
\$618,626

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

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

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

	BEG BAL	AUG	CURRENT YTD	CUMULATIVE TOTAL	ANNUAL BUDGET	BUDGET SPENT
<u>CIP PROJECTS</u>						
<u>Administration</u>						
<u>Collections</u>						
Construction of new Gravity Sewer Line-Carmel Meadows	474,359	19,175	19,175	493,534	2,000,000	0.96%
Carmel Valley Manor Sewer-unbudgeted	180	0	0	180	0	NA
Scenic Rd Pipe Burst-Ocn/Bay	231,786	8,560	8,560	240,346	3,500,000	0.24%
Bay/Scenic Pump Station Rehab	30,892	7,585	7,585	38,477	650,000	1.17%
Pescadero Creek Area Pipe Rehab	89,236	5,809	5,809	95,045	100,000	5.81%
<u>Treatment</u>						
RECL share	0	0	0	0	0	NA
PBCSD share (1/3 of cost)	0	0	0	0	0	NA
<i>Total CIP Projects 22-23</i>	826,453	41,129	41,129	867,582	6,250,000	0.66%

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

	BEG BAL	AUG	CURRENT YTD	CUMULATIVE TOTAL	ANNUAL BUDGET	BUDGET SPENT
<i>LONG TERM CIP PROJECTS</i>						
<u>Treatment</u>						
Elec/Mech Rehab & Sludge Holding Tank Project (RECL 2.7%)	4,321,103	378,887	719,807	5,040,911	4,820,750	14.93%
Aeration Basin Improvements-unbudgeted	17,332	0	0	17,332	0	NA
Potable Water & Gas Main Replacement	0	2,000	26,806	26,806	100,000	26.81%
RECL share	(116,670)	(10,230)	(19,435)	(136,105)	(130,160)	14.93%
PBCSD share (1/3 of cost)	(1,407,255)	(123,552)	(242,393)	(1,649,648)	(1,596,863)	15.18%
<i>Total Long Term CIP Projects 22-23</i>	2,814,510	247,105	484,786	3,299,296	3,193,727	15.18%
Total Capital (net of RECL and PBCSD)	3,640,963	288,234	537,490	4,178,453	9,443,727	5.69%

Carmel Area Wastewater District Variance Analysis

2022-23

**YTD Actual/
YTD Budget
Variance**

Salaries and Payroll Taxes

Employee Benefits -33.10% Worker's compensation insurance underbudgeted.

Director's Expenses

Truck and Auto Expenses

General and Administrative -11.80% Public Outreach and Promotion unbudgeted-
Online Web Tour License.

Office Expense

Operating Supplies

Contract Services

Repairs and Maintenance

Utilities -11.70% Secondary electricity underbudgeted.

Travel and Meetings

Permits and Fees

Memberships and Subscriptions

Safety

Other Expense -6862.00% Recruiting unbudgeted.

District Obligations:

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

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

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

STAFF REPORT



TO: Board of Directors
 FROM: Daryl Lauer, Collection Superintendent
 DATE: September 29, 2022
 SUBJECT: Monthly Report – August

RECOMMENDATION

Receive Report- Informational only; no action required.

Permits Issued

Sewer Lateral Permits issued in August	37
Total Fees	\$7,330.00

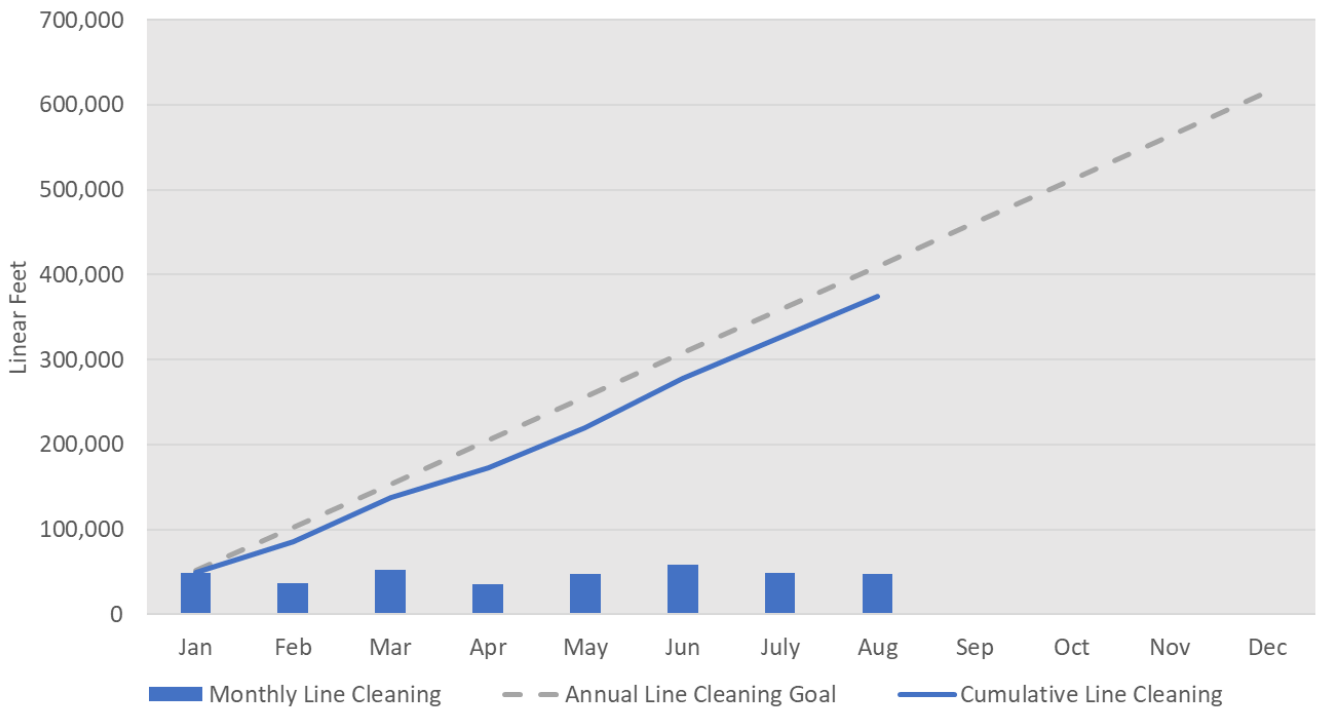
Maintenance

Attached is a map of the areas cleaned and Closed-Circuit Television (CCTV) inspected in past three months. There were 47,488 feet of sewer lines cleaned, and 5,639 feet of CCTV inspections completed during the month of August. The manhole inspections have been completed for the calendar year.

Recent Line Cleaning Summary

Cleaning period	Footage Cleaned	Percentage Cleaned	Size of Pipe Cleaned
August	47,488 ft.	11.55%	6 – 27 inches
July	48,567 ft.	11.81%	6 - 15 inches
June	57,910 ft.	14.08%	6 – 12 inches

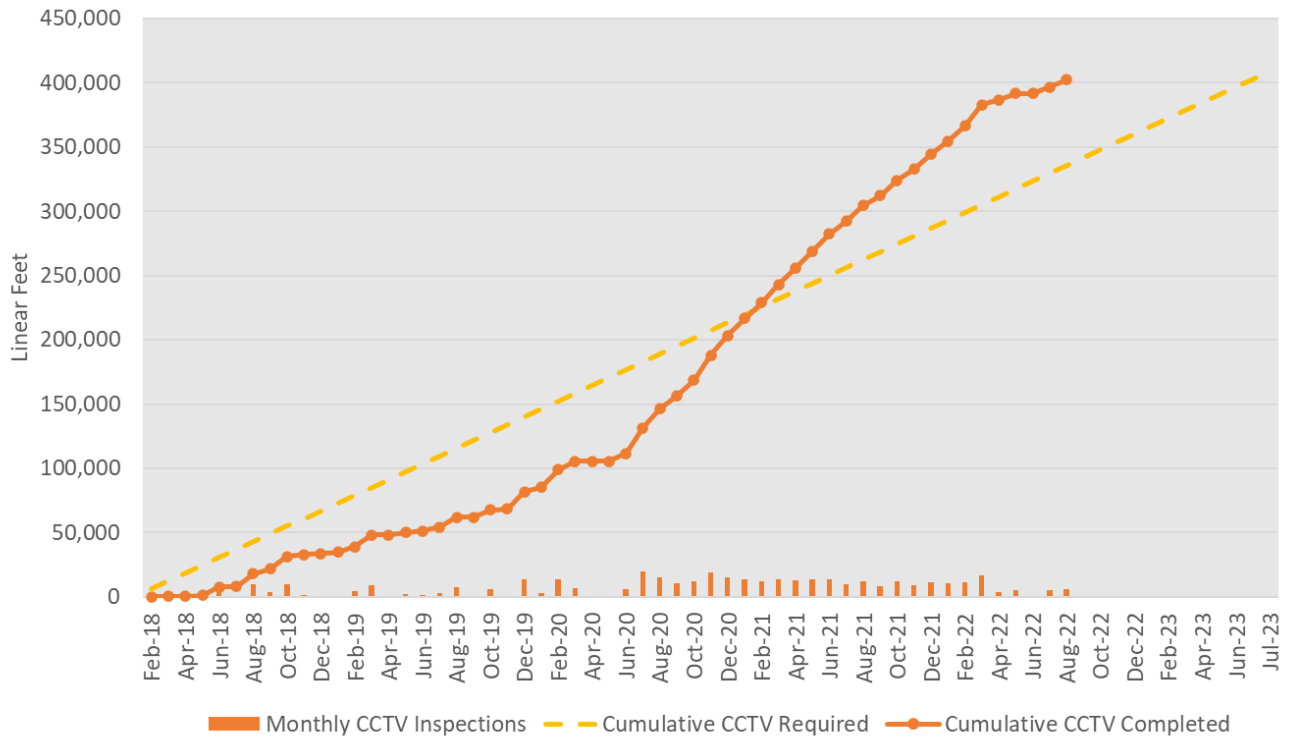
Annual Line Cleaning Graph



Line Cleaning Table

Total Target Amount (Linear Feet)	Cumulative Complete (Linear Feet)	Remaining (Linear Feet)
615,000	374,117	240,883

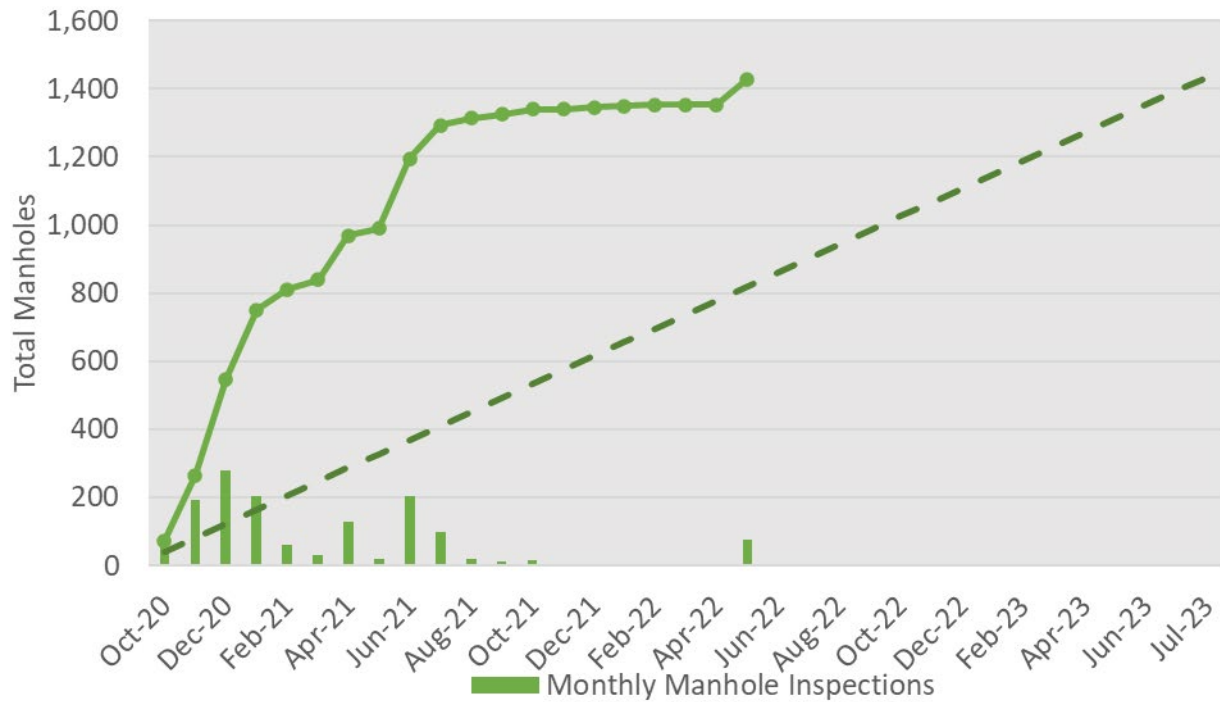
CCTV Progress Graph (River Watch Settlement Agreement Target)



CCTV Table

Total Required amount (Linear Feet)	Cumulative Complete (Linear Feet)	Remaining (Linear Feet)
408,672	402,411	6,261

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.
- 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.

Construction Activities

- Project 21-06 Manhole Rehabilitation project will start construction in September.

Staff Development

- Staff completed several in-person tail gate trainings.
- Staff attended the Tri-state conference in Las Vegas in August.

General Comments

- N/A

Service Calls Responded to by Crew

Date	Time	Callout	Resolution
8/10/2022	3:27 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.
8/17/2022	8:29 AM	Lateral Overflow/Backup	Called by homeowner for a lateral overflow at two properties. Staff cleaned District main line and found no problems in District's line at that time. It appears that the mainline surcharged at some point in the night and the blockage cleared itself. Staff cleaned debris around the two cleanouts. Grease was the likely cause of the surcharge.
8/21/2022	9:00 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.
8/29/2022	8:00 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 – 174

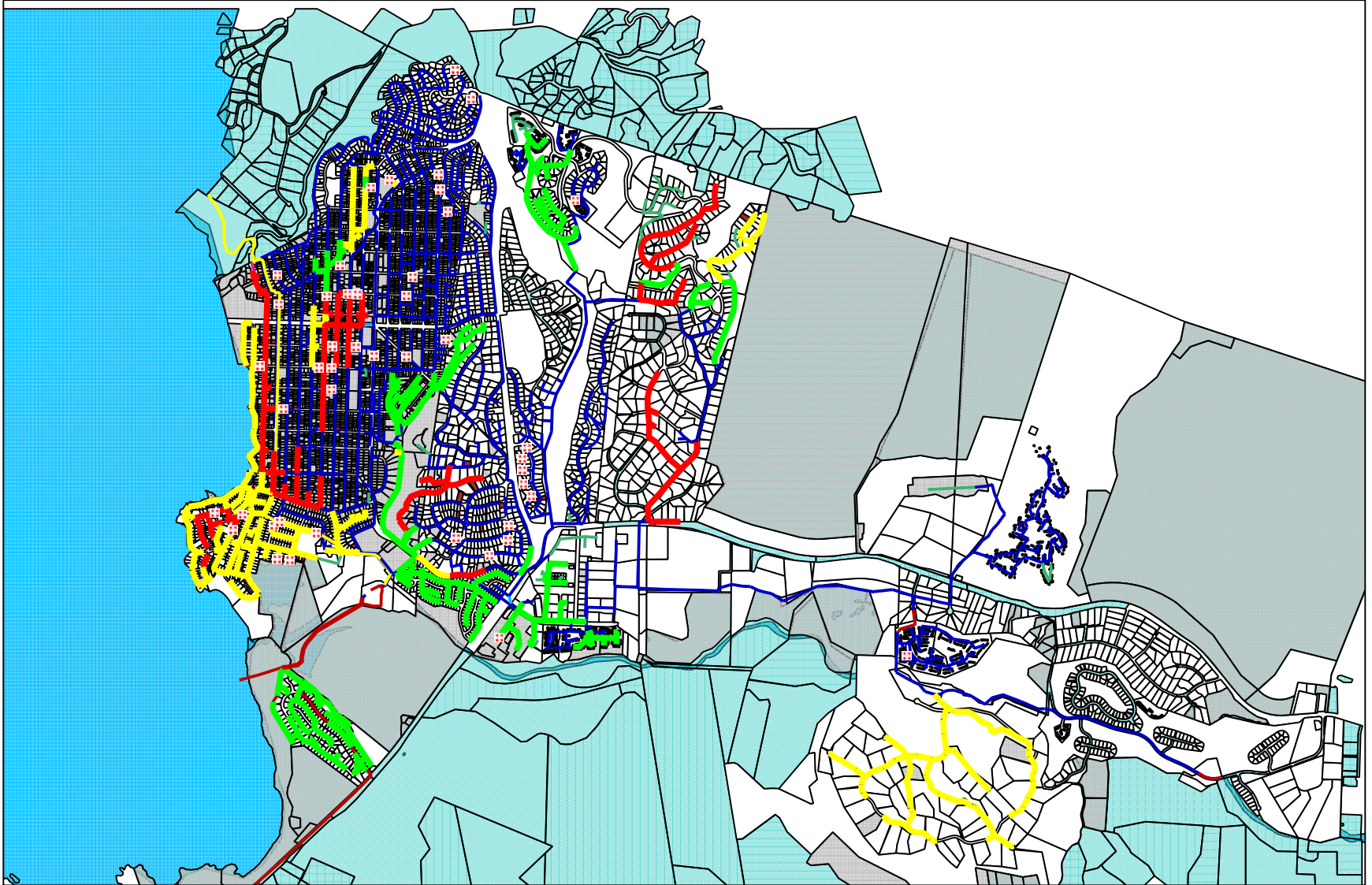
Plumbing permit inspections – 31

Private Sewer Lateral Compliance Certificates Issued – 28

FUNDING-N/A

August (Red) 47,488 feet
July (Yellow) 48,567 feet
June (Green) 57,910 feet

Monthly Cleaning Map



9/8/2022



August (Red)

5,639 feet

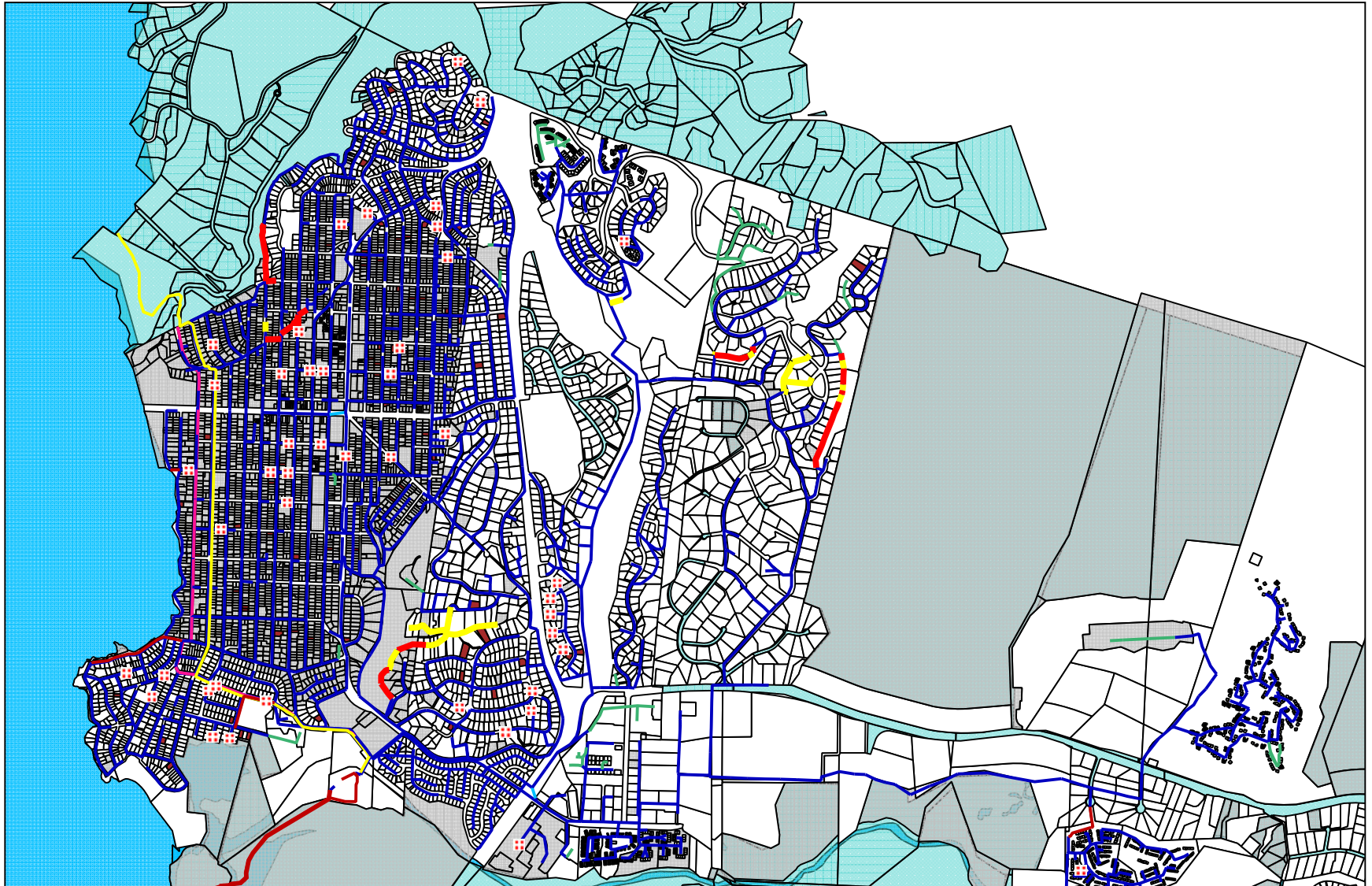
July (Yellow)

5,043 feet

June

No CCTV activity

Monthly CCTV Map



RedZone
ROBOTICS

9/8/2022



STAFF REPORT

To: Board of Directors

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

Date: September 29, 2022

Subject: Monthly Safety Report (for August 2022)



RECOMMENDATION

Receive Report- Informational only; no action required

DISCUSSION

Safety & Training

Aug 10- Tailgate Training; General Hazards at Treatment Plants. Christian Schmidt, Senior Operator, presented on a wide range of hazards common to treatment plants to emphasize that it is an industrial setting with industrial level of hazards.

Aug 17- Tailgate Training; Wildfire Smoke Hazards. S/C Admin Dias gave required annual Cal/OSHA training on hazards from wildfire smoke. This is typically given in the late summer as fires develop around the state. The hazards of fine particulates are explained, what prevention measures CAWD is required to provide and how to determine if particulates have reached unhealthy levels and protection is required. CAWD maintains air monitors at both the plant and the administration office.

Aug 17- Tailgate Training; Office Safety. Daryl Lauer, Collections Superintendent, gave a presentation on office safety. Although the office setting is perceived as "safe" 76,000 injuries occur annually. Hazards include falls and slips, strains/over-exertion, striking objects and caught between objects. He reviewed several tips on how to reduce these types of injuries.

Aug 24- Tailgate Training; Portable hand grinder/cutter safety. S/C Admin Dias presented tips and gave live demonstration for preventing injuries from hand grinders and cutters.

Emphasis was placed on preparation before the work. In addition to eye and hand protection, the grinding wheel should be held away and brought up to full speed for several seconds in case it may fly apart if it was damaged from improper storage. Clearing the workspace to prevent sparks from contacting combustibles in the area is a fire precaution that can easily be overlooked.

Ongoing Safety Improvements

During August, 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 August included:

- **Release of Safety Culture Survey.** As previously described, S/C Admin Dias developed two customized safety culture surveys. One is for staff and another is for supervisors and managers. The drafts were reviewed by managers and the Safety Committee and the survey was finalized and sent out in August. It is an in-depth survey with 51 questions. The survey period extends through mid-September. It is anticipated the results will generate significant discussion and safety culture improvements.

Tours and Outreach

- **Tours.** Tours remain on temporary hold while several areas of the plant are being impacted by Phase II construction activities. The first steps to developing virtual tours were taken including purchasing the hardware and receiving training. A recorded tour is the first milestone and is under development. Once a pre-recorded tour is developed, a live virtual tour will be the second goal and will be beta-tested with a local school.

Injuries; First Aid Incidents; Workers Compensation Claims

There were no first aid injuries or workers comp cases in August. There were four workers comp cases related to illness from work related exposures. Four of six employees attending the Tri-State wastewater conference in Las Vegas developed symptoms and tested positive for COVID-19 the day after their return. Given the 2 to 4 day incubation period, it indicates exposure was during the conference. CAWD's Workers Comp carrier, Sedgwick, advised that even if they were exposed during meals or while socialize after work hours, it would still be considered work-related since the overall reason for being in that setting was for work. The claims were accepted as "medical only" claims, not "indemnity" claims. Because any lost time was covered by California's supplemental leave law, any costs for sick leave will be covered by law, not Sedgwick. Therefore, the District's ExMod (Experience Modification factor) should not change and will not impact the insurance rates. The most recent matrix is below and reflects data through July 31.

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

FUNDING

N/A- Informational item only

Wastewater Treatment Facility Operations Report

	HYDRAULIC LOADINGS					2022 YEAR-TO-DATE	
Report for: August 2022	Total Monthly, MG	Avg. Daily, MGD	Min Daily, MGD	Max Daily, MGD	% of Total	MG	acre-feet
CAWD Flow	24.412	0.787	0.737	0.836	68.036	189.44	581.11
PBCSD Flow	11.469	0.370	0.337	0.447	31.964	92.82	284.72
Total Plant Flow	35.881	1.157	1.074	1.283	100.00	282.26	865.83
Tertiary Flow	31.917	1.030	0.794	1.220	88.952	225.71	692.35
Ocean Discharge	3.992	0.129	0.104	0.189	11.126	57.83	177.39
Potable Water	0.000	0.000	0.000	0.000	0.000	0.000	0.000

TERTIARY PROCESS HISTORY

Total Annual Reclamation Production (2022)	225.71MG (692.35acre-ft.)
Total Lifetime Reclamation Production (94-22)	9.12 BG (27.99 K acre-ft.)
12 Month Rolling Total Reclamation Production	350.75 MG (1076.44 acre-ft.)

ELECTRICAL COSTS

Monthly Totals	Aug'22 kWh	Price per kWh	Aug'22	Jul'22	Jun'22	May'22
Secondary	101,373.00	\$ 0.240	\$ 24,363.59	\$ 27,495.20	\$ 25,587.76	\$ 21,534.16
Blowers	53,788.64	\$ 0.231	\$ 12,430.57	\$ 12,078.74	\$ 12,359.21	\$ 10,568.58
CAWD Total	155,161.64		\$ 36,794.16	\$ 39,573.94	\$ 37,946.97	\$ 32,102.74
Tertiary	86,385.12	\$ 0.239	\$ 20,649.74	\$ 21,993.08	\$ 19,375.78	\$ 15,648.90
MF/RO (3)	N/A	N/A	N/A	\$ 23,087.91	\$ 22,109.29	\$ 18,367.65
Reclaim Total				\$ 45,080.99	\$ 41,485.07	\$ 34,016.55
Adjusted Monthly Totals (1)	CAWD Total	\$	22,609.61	Reclamation Total		N/A (3)

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

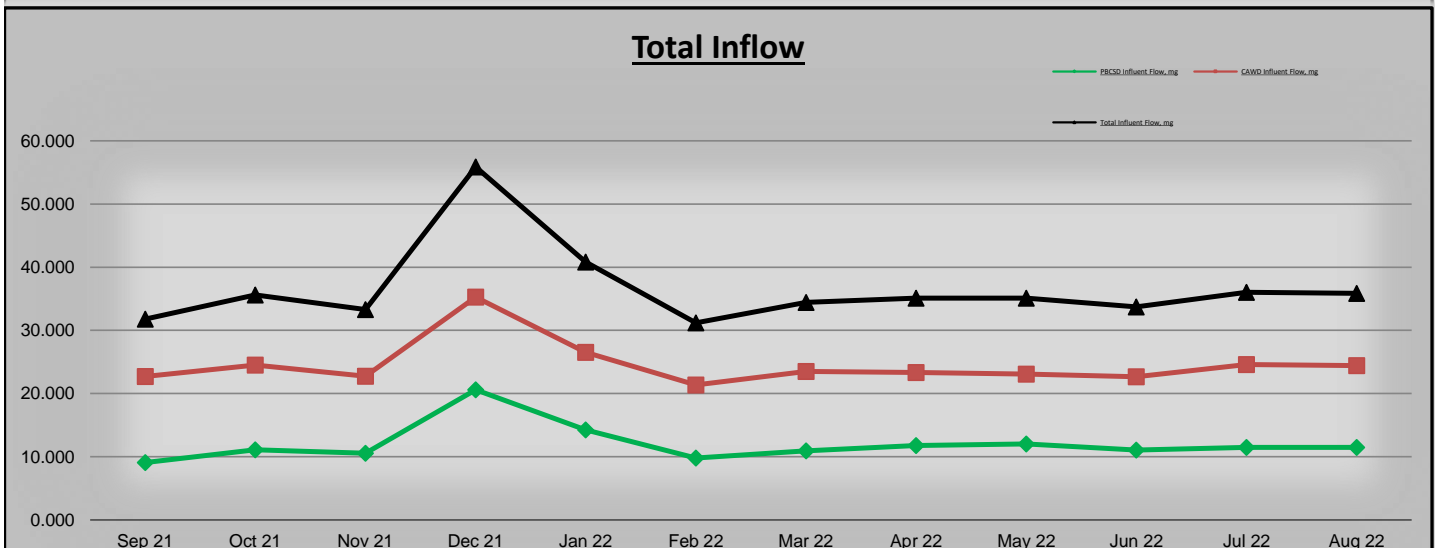
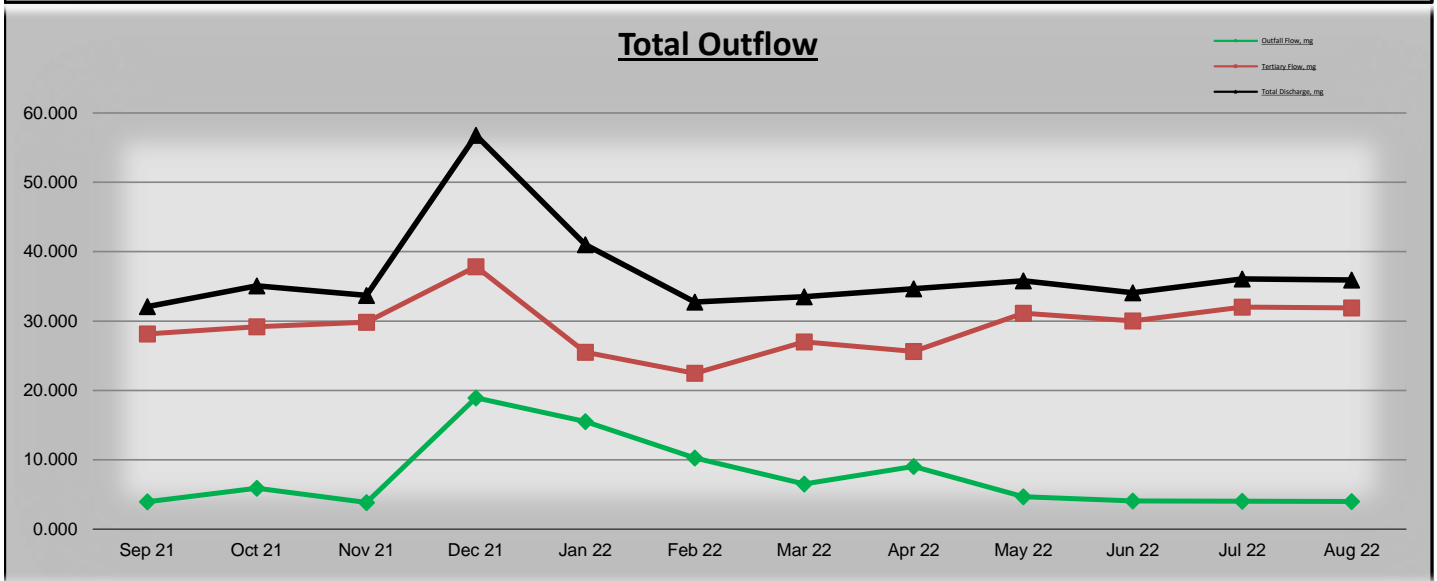
MICROTURBINE SUMMARY

Month	Aug '22 kW-h	Jul'22	Jun'22	May'22	Accumulated Totals
Production, kW-h (2)	12,231	0	0	0	1,237,902.00

(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 back on-line on 8/18/2022

(3) PG&E statement not available at the time of submission



Wastewater Treatment Facility Operations Report

	HYDRAULIC LOADINGS					2022 YEAR-TO-DATE	
Report for: July 2022	Total Monthly, MG	Avg. Daily, MGD	Min Daily, MGD	Max Daily, MGD	% of Total	MG	acre-feet
CAWD Flow	24.579	0.793	0.746	0.820	68.194	165.03	506.23
PBCSD Flow	11.464	0.370	0.351	0.389	31.806	81.35	249.54
Total Plant Flow	36.043	1.163	1.097	1.209	100.00	246.38	755.77
Tertiary Flow	32.026	1.033	0.919	1.177	88.855	193.79	594.45
Ocean Discharge	4.033	0.130	0.115	0.213	11.189	53.84	165.14
Potable Water	0.000	0.000	0.000	0.000	0.000	0.000	0.000

TERTIARY PROCESS HISTORY

Total Annual Reclamation Production (2022)	193.79MG (594.45acre-ft.)
Total Lifetime Reclamation Production (94-22)	9.09 BG (27.90 K acre-ft.)
12 Month Rolling Total Reclamation Production	351.16 MG (1077.72 acre-ft.)

ELECTRICAL COSTS

Monthly Totals	Jul'22 kWh	Price per kWh	Jul'22	Jun'22	May'22	Apr'22
Secondary	120,951.00	\$ 0.227	\$ 27,495.20	\$ 25,587.76	\$ 21,534.16	\$ 22,586.54
Blowers	52,900.64	\$ 0.228	\$ 12,078.74	\$ 12,359.21	\$ 10,568.58	\$ 10,018.75
CAWD Total	173,851.64		\$ 39,573.94	\$ 37,946.97	\$ 32,102.74	\$ 32,605.29
Tertiary	92,222.48	\$ 0.238	\$ 21,993.08	\$ 19,375.78	\$ 16,106.49	\$ 15,648.90
MF/RO	94,992.00		\$ 23,087.91	\$ 22,109.29	\$ 22,997.64	\$ 18,367.65
Reclaim Total	187,214.48		\$ 45,080.99	\$ 41,485.07	\$ 39,104.13	\$ 34,016.55
Adjusted Monthly Totals (1)	CAWD Total		\$ 24,375.27	Reclamation Total		\$ 60,279.66

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

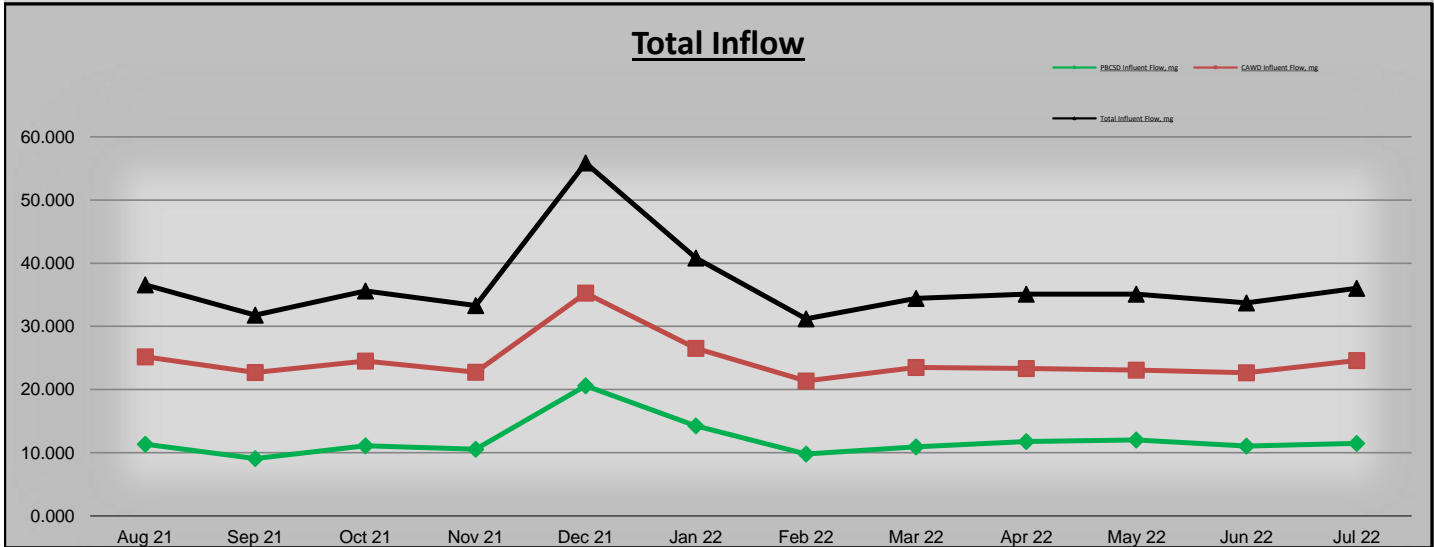
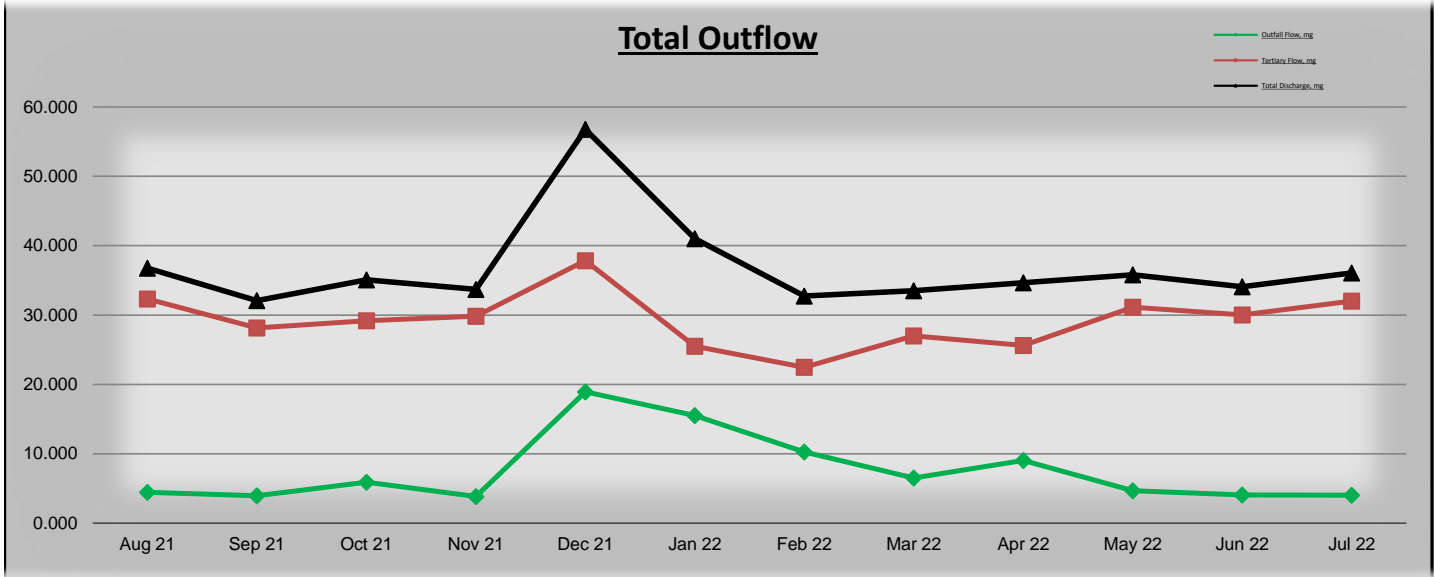
MICROTURBINE SUMMARY

Month	Jul '22 kW-h	Jun'22	May'22	Apr'22	Accumulated Totals
Production, kW-h (2)	0	0	0	0	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.

(3) MF/RO PG&E statement not available at this time



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

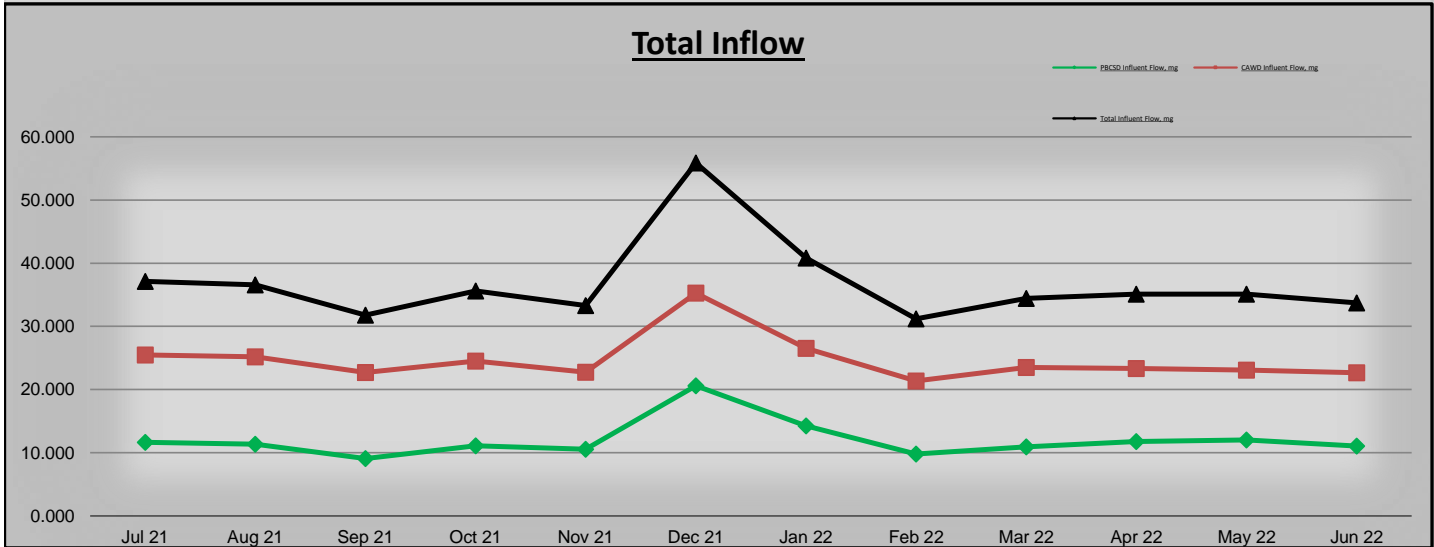
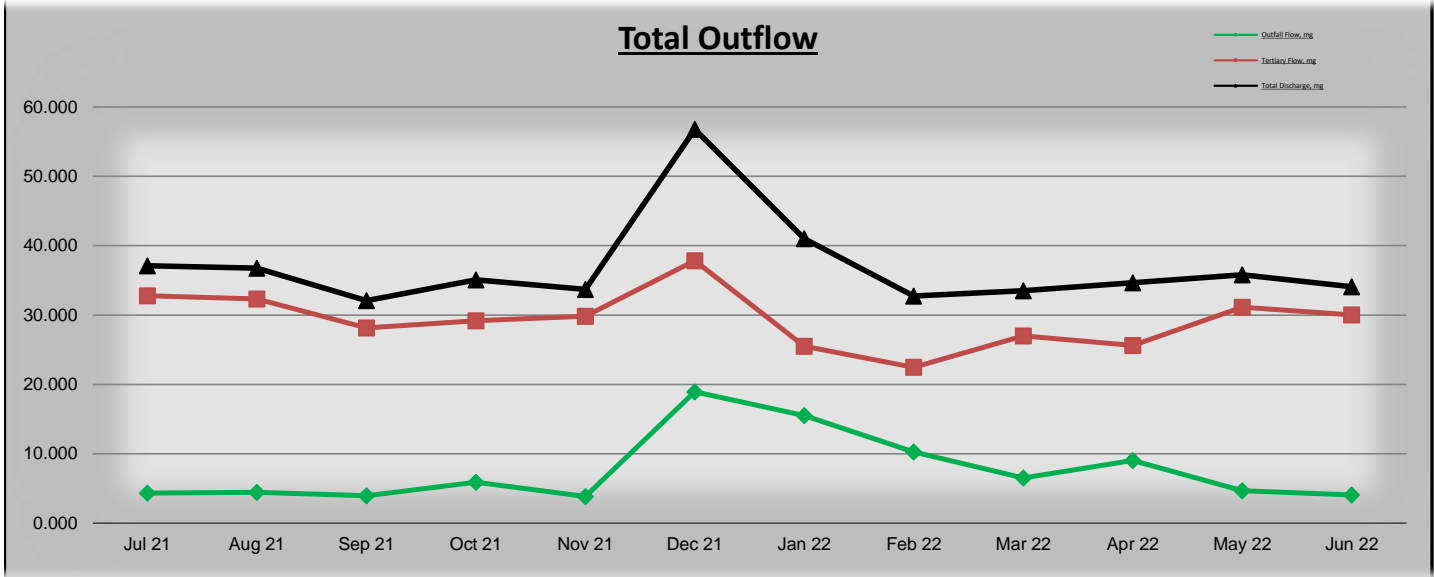
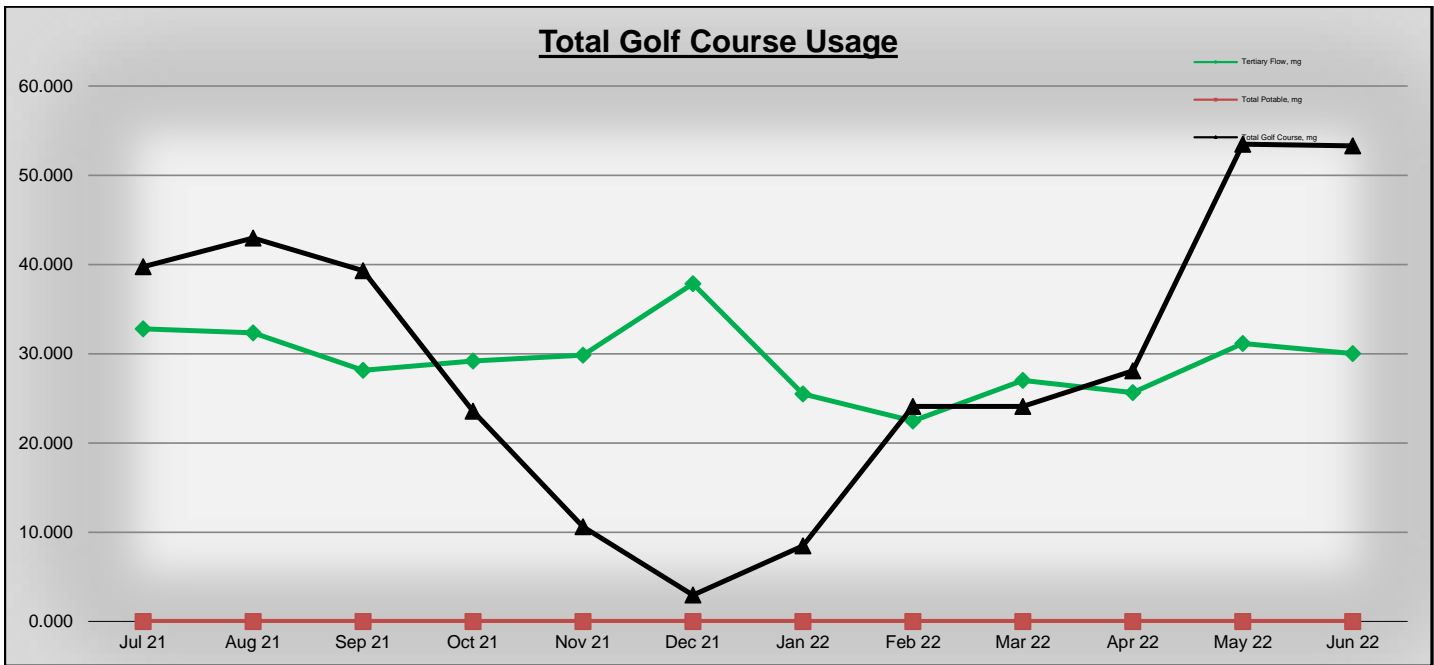
	2021				2022			
	1 QTR	2 QTR	3 QTR	4 QTR	1 QTR	2 QTR	3 QTR	4 QTR
CAWD	1453.87	1327.64	1298.73	1681.53	1409.48	1577.57	N/A	N/A
Reclamation	1984.84	1939.79	1682.65	1887.92	2190.20	1984.97	N/A	N/A

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.



STAFF REPORT



To: Board of Directors
From: Ray De Ocampo - Laboratory/Environmental Compliance Supervisor
Date: September 29, 2022
Subject: Monthly Report – August 2022

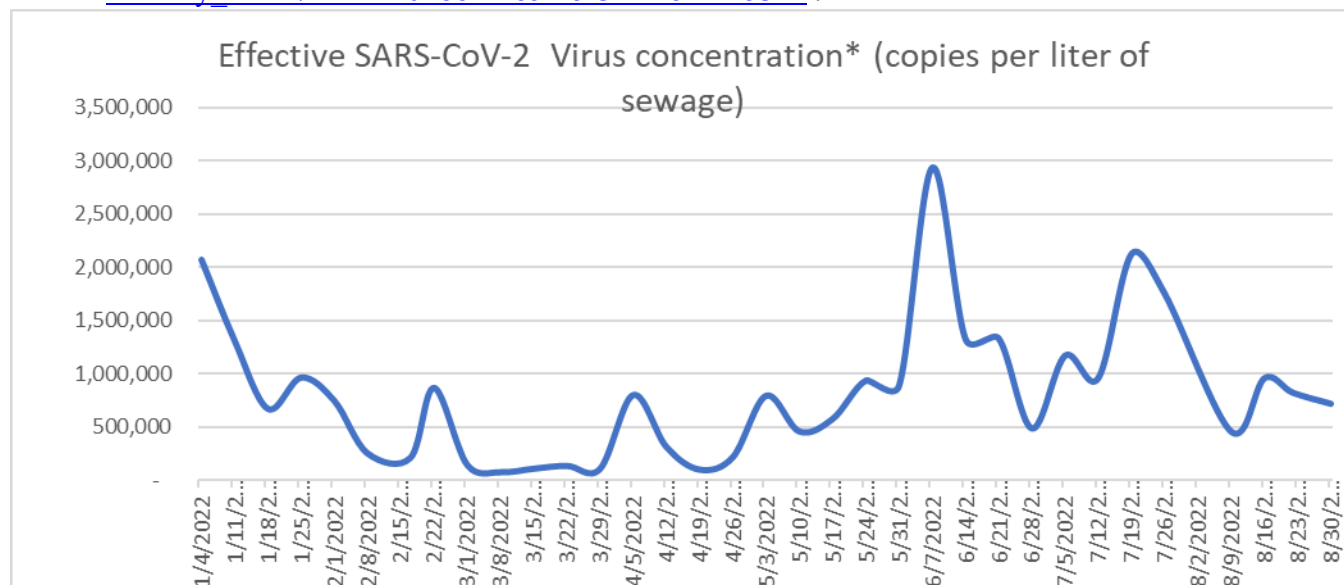
RECOMMENDATION

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. De Ocampo attended the Tristate Seminar Conference in Las Vegas from August 8-11, 2022. The session topics attended included Laboratory, Stormwater and Environmental Compliance/Pretreatment.
- On August 2, 2022, the laboratory staff collected the final effluent samples and sent them to Fruit Growers Laboratory (FGL) for the final effluent semi-annual analysis.
- On August 23, 2022, the laboratory staff collected final effluent and sent them to Aquatic Bioassay Consulting Laboratory (ABC Lab) for toxicity analysis.

ENVIRONMENTAL COMPLIANCE REPORT

- On August 24, 2022, the Vesuvio restaurant cleanout line was videoed. The video confirmed there was a “Carmel Trap” installed and showed water leaving the restaurant to the lateral line and not towards the grease trap.
- The Six Sigma group met, and the task force discussed the latest group of lateral videos. The discussion resulted in having the Source Control staff continue videoing the identified top twenty-five restaurant laterals on the Plant Engineers spreadsheet.

Restaurant Inspections

Restaurant	Compliant	Reason for Non-Compliance	Comments
Pacific Meadows	Yes		
Del Mesa Carmel	Yes		
Hacienda Carmel Community	Yes		

Grocery Store/Delicatessen Inspections

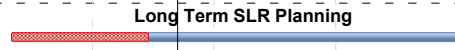
Grocery Store/Delicatessen	Compliant	Reason for Non-Compliance	Comments
None			

Compliance Register

% Compliance	Maintenance	Mechanical
June 2022	100	100
July 2022	NA	NA
August 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																
<u>Treatment Plant Capital Projects</u>																
18-01	1620.000	Elec/Mech Rehab and Sludge Holding Tank Replacement Project	Treanor	4/30/18	7/25/23	\$4,820,750	\$9,137,431	In Construction	Sludge Holding Tank Replacement Project							
18-28	1626.000	Perimeter Tree Plan and Implementation	Treanor	7/1/19	6/30/26	\$75,000	\$130,020	Planning Stakeholder Meeting	Perimeter Tree Plan and Implementation							
19-21	1993.000	Carmel River FREE Mitigation	Treanor	6/1/20	11/29/24	\$0	\$0	Pending Funding	Carmel River FREE Mitigation							
19-19	1634.000	Aeration Basin Improvements	Waggoner	7/1/20	6/30/22	\$0	\$17,332	On Hold	Aeration Basin Improvements							
19-18	1593.000	Perimeter Fencing	Treanor	7/1/22	6/29/23	\$275,000	\$275,000	Design Phase	Perimeter Fencing							
22-03	1639.000	WWTP Gas and Water Main Replacement	Treanor	5/2/22	6/28/24	\$100,000	\$300,000	In Study Phase	WWTP Gas and Water Main Replacement							
22-06		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	Funding Strategy	CAWD Bridge and Trail Project							
<u>Reclamation Capital Projects</u>																
18-26	14777	Sulfuric Acid and Citric Acid Storage and Feed Systems	Treanor	1/1/19	10/31/22	\$334,000	\$455,923	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	\$179,075	In Progress 90%	SCADA Migration							
22-05		Reclamation 15-Year CIP Master Plan	Treanor	8/2/22	12/29/23	\$300,000	\$300,000	Pending Approval	Reclamation 15-Year CIP Master Plan							
<u>Collections Capital Projects</u>																
19-03	1586.000	Carmel Meadows Sewer Replacement	Lather	8/1/19	1/19/23	\$2,000,000	\$2,471,949	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	\$680,892	In Design	Bay/Scenic Pump Station Rehabilitation							
20-08	1635.000	Scenic Rd Pipe Bursting - Ocean to Bay	Lather	2/5/21	6/30/23	\$3,500,000	\$3,731,786	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	\$1,689,236	In Design	Pescadero Creek Area Pipe Relocation							
22-07		Emergency Lorca Lane Sewer Relocation	Lather	8/30/22	12/30/22	\$0	\$0	In Progress	Emergency Lorca Lane Sewer 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							
<u>Collections Non-Capital Projects</u>																
20-05		River Watch Agreement	Lather	2/21/20	2/21/24	\$0	\$0	Work In Progress	River Watch Agreement							
21-06	6140.005	Manhole Rehabilitation	Lather	7/1/22	6/29/23	\$300,000	\$362,300	In Construction	Manhole Rehabilitation							
<u>Assessment Districts/Annexations</u>																
19-09	5500.005	2020 Sphere of Influence Amendment and Annexation Proposal	Lather	3/15/19	3/1/22	\$0	\$73,675	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								
		Real Property Investigation	Buikema			\$75,000	\$75,000	Evaluation in Progress								
		Cyber Security	Foley			\$17,000	\$17,000	Ongoing								
		Lean Six Sigma	Buikema			\$0	\$0	Green Belt Level Training and Certification								
22-01	5500.006	Long Term SLR Planning	Buikema / Treanor	5/3/21	2/29/40	\$260,000	\$1,400,000	In Progress								



Treatment Plant Capital Project Summaries



Photo: New Sludge Tank Under Construction

Project Number:	18-01	
Project Name:	Wastewater Treatment Plant (WWTP) – Elec/Mech Rehab & Sludge Holding Tank Replacement Project	
Project Location:	Wastewater Treatment Plant	
Project Manager:	Treanor	
Status:	In Construction	
Project Description:	This project is a multi-area project at the WWTP aimed at mitigating risk of failure in the Influent Pump Station, Headworks, 3W/Chlorine Analyzer Building, Effluent Building and Sludge Storage Tank. Most of the work involves replacing aged electrical and mechanical equipment in existing buildings.	
Department:	Treatment	
Financial:	Cumulative Budget:	Cumulative Spent:
	\$9,137,431	\$5,040,911
Financial:	FY Budget:	FY Spent:
	\$4,820,750	\$719,807
Reclamation Share:	Estimated at 2.7% of project cost.	
Other Entities:	Pebble Beach Community Services District, CAWD/PBCSD Reclamation Project	
Permits Required:	Coastal Commission Notification	
Challenges:	Electrical Equipment Supply Chains	
Schedule:	<ul style="list-style-type: none"> Construction anticipated for FY21/22 into FY22/23 	
Consultants:	Design: Kennedy/Jenks Consultants Construction Management: Currie Engineers	
Contractor:	Clark Bros. Inc.	



Photo: Eucalyptus trees on South Side of Treatment Plant

Project Number:	18-28	
Project Name:	Perimeter Tree Plan and Implementation	
Project Location:	Wastewater Treatment Plant	
Project Manager:	Treanor	
Status:	Planning Stakeholder Meeting	
Project Description:	Planning and landscaping around the treatment plant. This will include looking into possibly replacing the non-native eucalyptus trees around the perimeter of the treatment plant with native tree species. The project will start with a study and a plan to determine costs, sequencing schedule, and visual impacts. The Eucalyptus trees around the plant have ongoing maintenance costs, which may be offset in the long term with a different type of tree screening. The purpose is to improve security around plant perimeter.	
Department:	Treatment	
Financial:	Cumulative Budget:	Cumulative Spent:
	\$130,020	\$5,020
Financial:	FY Budget:	FY Spent:
	\$75,000	\$0
Reclamation:	N/A	
Other Entities:	N/A	
Permits Required:	Currently unknown (In Study Phase)	
Challenges:	Time it will take for new trees to grow up that will fully screen treatment plant from view	
Schedule:	<ul style="list-style-type: none"> Study moved to 2022; anticipate completion 06-30-26 	
Consultants:	Scott Hall Landscape Design	
Contractor:	TBD	

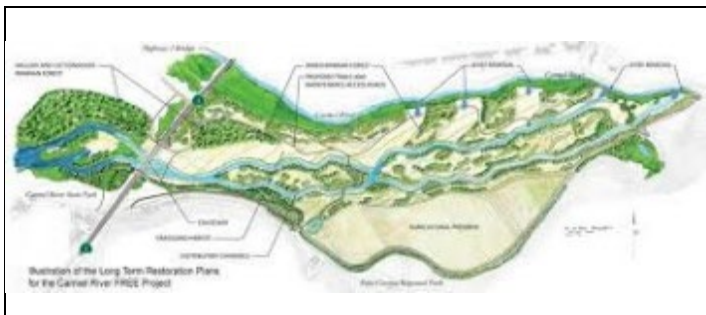


Photo: Carmel River Floodplain Restoration and Environmental Enhancement (CRFREE)

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:	Coastal Conservancy Grant Budget: \$750,000	Cumulative Spent: \$618,569 FY Spent: \$0
** Project is being funded by CRFREE initiated grants		
Reclamation Share:	N/A	
Other Entities:	Monterey County	
Permits Required:	Coastal Commission, CA Fish and Wildlife, Army Corp of Engineers, Reginal Water Quality Control Board (RWQCB)	
Challenges:	Construction near environmentally sensitive habitat and obtaining new easement from State Parks	
Schedule:	<ul style="list-style-type: none"> Construction anticipated in 2024 	
Consultants:	Design: Kennedy Jenks and Staheli Trenchless CEQA: Johnson Marigot	
Contractor:	TBD	



Photo: Existing air diffuser system

Project Number:	19-19	
Project Name:	WWTP – Aeration Basin Improvements	
Project Location:	Wastewater Treatment Plant	
Project Manager:	Waggoner	
Status:	On Hold	
Project Description:	The Aeration Basins 4A & 4B need to have additional diffusers installed to ensure the proper air (oxygen) transfer into the wastewater to support the aerobic microorganisms in the basins.	
Department:	Treatment	
Financial:	Cumulative Budget: \$17,332 FY Budget: \$0	Cumulative Spent: \$17,332 FY Spent: \$0
Reclamation Share:	N/A	
Other Entities:	N/A	
Permits Required:	N/A	
Challenges:	Weather conditions and Scheduling	
Schedule:	<ul style="list-style-type: none"> Design is complete Materials ordered and received Construction anticipated for 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:
	\$275,000	\$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	\$26,806
Financial:	FY Budget:	FY Spent:
	\$100,000	\$26,806
Reclamation Share:	N/A	
Other Entities:	Cost Share w/ Collections @ 5.5%	
Permits Required:	TBD	
Challenges:	Underground work in riparian area	
Schedule:	<ul style="list-style-type: none"> Currently undergoing alternatives analysis study Design in FY22-23 Construction in FY23-24 	
Consultants:	Kennedy Jenks	
Contractor:	N/A	



Photo: Conceptual Rendering of Public Use and Bridge

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



Photo: CAWD Vactor Truck

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

Reclamation Capital Project Summaries



Photo: Existing totes used for Sulfuric Acid storage and Feed

Project Number:		18-26	
Project Name:		Sulfuric Acid & Citric Acid Storage & Feed Systems Project	
Project Location:		Reclamation – Microfiltration (MF)/Reverse Osmosis (RO)	
Project Manager:		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:	
	\$455,923	\$125,468	
Financial:	FY Budget:	FY Spent:	
	\$334,000	\$0	
Reclamation Share:	100%		
Other Entities:	Reclamation Project		
Permits Required:	Coastal Commission Notification		
Challenges:	Hazardous Chemical Safety		
Schedule:	Anticipated Completion Late 2022		
Consultants:	Trussell Technologies, Inc		
Contractor:	Monterey Peninsula Engineering		

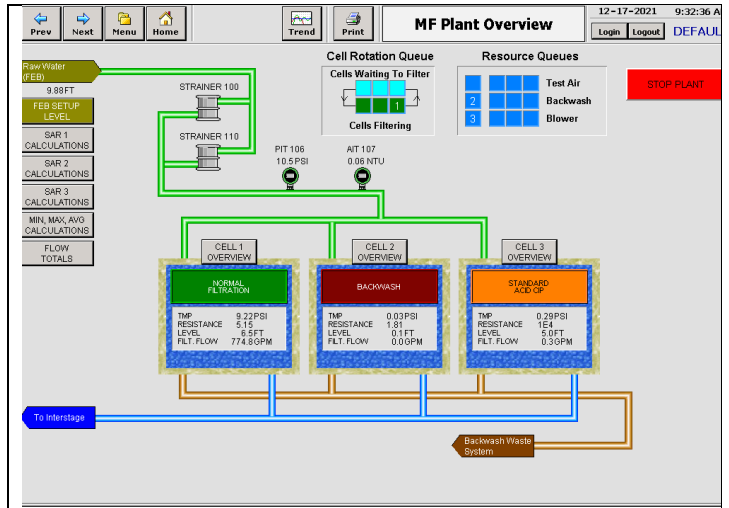


Photo: Microfiltration SCADA Overview

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:	
	\$179,075	\$152,428	
Financial:	FY Budget:	FY Spent:	
	\$80,000	\$0	
Reclamation Share:	100%		
Other Entities:	Reclamation Project		
Permits Required:	None		
Challenges:	Structure of old Programming		
Schedule:	Work started in December 2021		
Consultants:	Frisch Engineering		

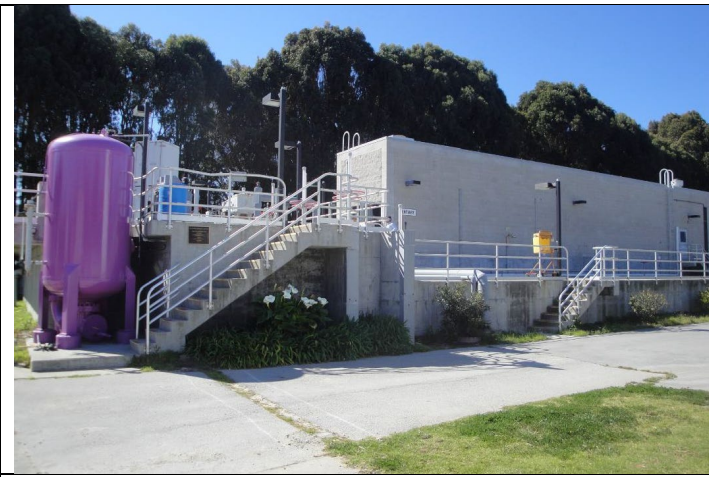


Photo: Exterior of Tertiary Building

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

Collections Capital Project Summaries



Photo: View gravity pipe in Carmel easement

Project Number: 19-03		
Project Name: Carmel Meadows Sewer Replacement		
Project Location: Collection System		
Project Manager: Lather		
Status: 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:
	\$2,471,949	\$493,534
Financial:	FY Budget:	FY Spent:
	\$2,000,000	\$19,175
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 the SCADA panel to minimize areas prone to flooding.		
Department: Collections		
Financial:	Cumulative Budget:	Cumulative Spent:
	\$680,892	\$38,477
Financial:	FY Budget:	FY Spent:
	\$650,000	\$7,585
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:	
	\$3,731,786	\$240,346	
Financial:	FY Budget:	FY Spent:	
	\$3,500,000	\$8,560	
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

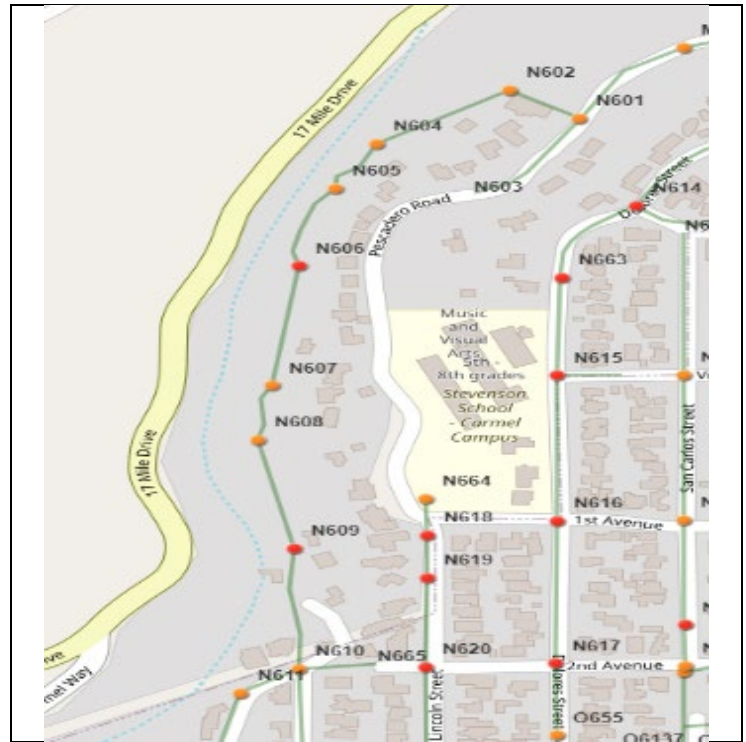


Photo: Sewer Line at Pescadero Creek

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:	
	O&M \$1,689,236	\$95,045	
Financial:	FY Budget:	FY Spent:	
	\$100,000	\$5,809	
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

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 Fiscal Year (FY).		
Department: Collections		
Financial:	Cumulative Budget:	Cumulative Spent:
	N/A	N/A
Financial:	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	

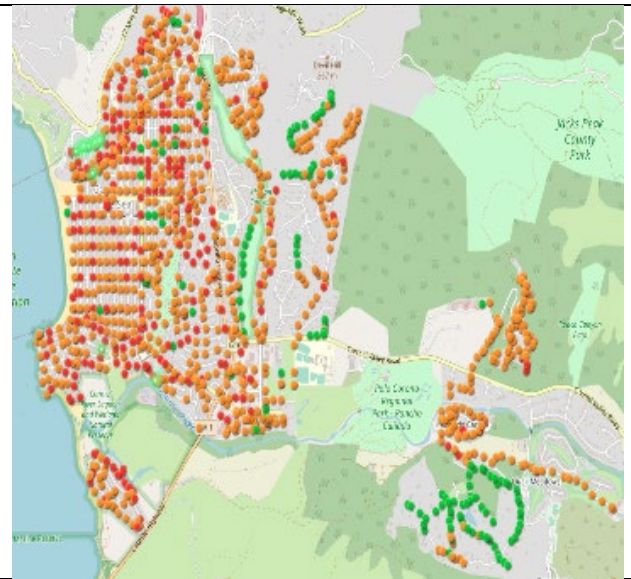


Photo: Manhole Inspection Map

Project Number: 21-06		
Project Name: Manhole Rehabilitation		
Project Location: Collection System		
Project Manager: Lather		
Status: In Construction		
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:
	\$362,300	\$0
Financial: O&M	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

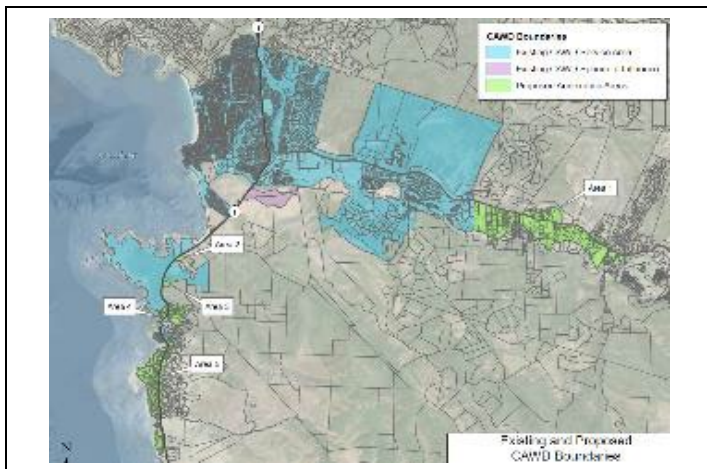


Photo: Areas of Potential Annexation

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: \$73,675	Cumulative Spent: \$73,675
	FY Budget: \$0	FY Spent: \$0
** No Budget included for Annexation b/c costs will be recouped through annexation fees.		
Permits Required:	Environmental Review, Local Agency Formation Commission (LAFCO) Annexation Approval	
Challenges:		
Schedule:	Waiting for State Board of Equalization	
Consultant:	Denise Duffy & Associates	

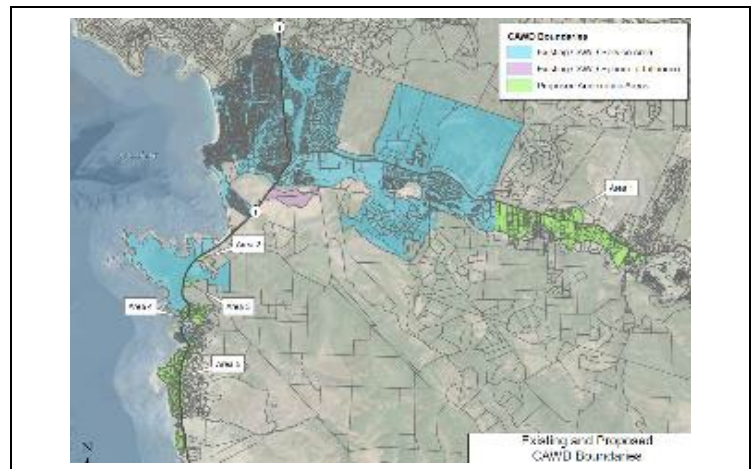


Photo: Areas of Potential Annexation

Project Number: 18-21		
Project Name: Corona Road Sewer Assessment District		
Project Location: Collection System		
Project Manager: Lather		
Status: In 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: \$0
	FY Budget: \$0	FY Spent: \$0
** 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 along with Septic to Sewer Grant Funding	
Consultant:	Denise Duffy & Associates and Monterey Bay Engineers	

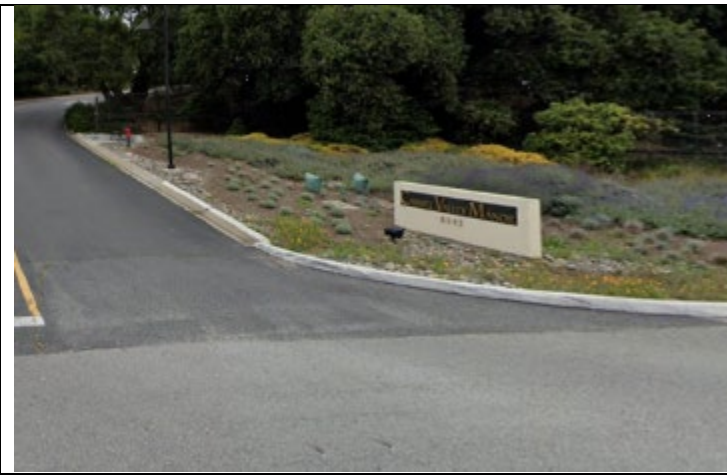


Photo: Entrance to Carmel Valley Manor

Project Number:	19-08	
Project Name:	Carmel Valley Manor Pipeline and Pump Station	
Project Location:	Collection System	
Project Manager:	Lather	
Status:	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. Implementation of advanced features for employee development and learning management.	
Schedule:	Anticipate implementation in the Feb 2023 HCM Unlocked for specialized implementation	
Consultants:	ADP	



Photo: Real Estate Clip Art

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



Photo: Cyber Security Clip Art

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



Photo: Six Sigma Clip Art

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



Photo: California coastline

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

STAFF REPORT

To: Board of Directors
From: Ed Waggoner, Operations Superintendent
Date: September 29, 2022
Subject: Monthly Operations Report – August 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 August. 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 conducted a treatment facility tour with Monterey Peninsula Country Club Director of Greens and Ground, with five of their staff members on August 8th. Please see attached thank you note to staff.

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 5.5 pounds per square inch (psi).

Training:

- On August 3, all staff members and Supervisors participated in Workers Compensation Training.
- August 8 through August 12, the Operations and Laboratory staff members, Kevin Young, Ray DeOcampo, and Michael Garrison attended the annual Tri-State Seminar in Las Vegas, Nevada.
- On August 30, the Operations Superintendent and Operations Supervisor attended an online training regarding new laws and reporting requirements for California Recycle, Program for Recycling and Disposal Reporting System (RDRS).
- 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 August 3, the In-House Safety Committee met to review and update the Injury & Illness Prevention Program, which also included discussions on the upcoming Safety Culture Survey.
- Meeting with Pebble Beach Community Service District (PBCSD) on August 14 for Source Control sampling of PBCSD main sanitary sewer line to the treatment plant.
- August 22, 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) Weekly Teams Meeting on the construction progress of the Electrical/Mechanical Rehabilitation and Sludge Holding Tank Replacement Project for the following areas: Influent Pump Station, Headworks, Blower Building, Chlorination/Dechlorination Building, Effluent Building, Digester No. 1, Digester No. 1 Control Building and Dewatering Building.

Discharge Permit Violations

- There were no violations of Reclamation Permit 93-72 for the month of July 2022.
- There were no violations of Reclamation Permit 93-72 for the Quarterly monitoring report for May, June, and July 2022.
- There were no violations of the National Pollutant Discharge Elimination System (NPDES) Number CA0047996, Order No. R3-2014-0012 within the month of July 2022.
- There were no violations of the NPDES Number CA0047996, Order No. R3-2014-0012 for the Quarterly monitoring report for May, June, and July 2022.

FUNDING-N/A-Informational item only

Ed Waggoner

From: Chris Dalhamer <cdalhamer@mpccpb.org>
Sent: Wednesday, August 10, 2022 5:47 AM
To: Ed Waggoner
Cc: Kevin Young
Subject: RE: CAWD Visit 8/2

This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
Ed,

I just wanted to thank you for your time and efforts giving the tour of CAWD. Very valuable information for my entire management team to see all the hard work and process that goes into the water we receive daily. We all appreciate what you and the team do over there every day to make sure we have as much and the best quality possible water for the courses. Please pas that along to all!

We are going to submit a few more delays and capital work to extend your retirement out 3-5 years.....

Take care,
Chris



Chris Dalhamer
Director of Greens and Grounds
Monterey Peninsula Country Club

3000 Club Road
Pebble Beach, CA 93953
T: 831.250.0555
www.mpccpb.org

STAFF REPORT



To: Board of Directors

From: Chris Foley, Maintenance Superintendent

Date: September 29, 2022

Subject: Monthly Maintenance Report – August 2022

RECOMMENDATION

Receive Report- Informational only; no action required.

DISCUSSION

Maintenance Projects in Progress/Completed

- Electrical preventative maintenance on the pump stations was completed by Bryan Mailey Electric. Higher than normal amperage was noticed on pump 1 at Hacienda pump station. The pump was pulled for inspection and cleaned. It was placed back in service and the amperage is back in the ideal range.
- (Project 21-09) Update 3: Work continues on the Reclamation Supervisory Control and Data Acquisition (SCADA) project with Frisch engineering. Frisch has been updating daily reports and H2O Engineering has Carmel Area Wastewater District (CAWD) in the queue for when resources become available to complete the requested programming updates.
- Maintenance staff is working on preventative maintenance for chemical pumps. The work involves disassembling, for the inspection of the pumps and the replacement of wear and tear on the parts before reassembling. This is critical to maintain reliable dosing of Sodium Hypochloride and Sodium Bisulfite in the disinfection process.
- Purchaser/Asset Coordinator, Dan Deeth, has been coordinating the sales of surplus items at the plant with GovDeals. Retired equipment that still has value is listed on the auction website. This reduces the amount of obsolete equipment that is stored and the District is able to recoup some of the cost of the equipment.

- CAWD is working with RMacDonald on a cavitation issue with the microfiltration interstage pump. During the site visit some differences were discovered in the aftermarket pump volute that was purchased years ago and placed in service. The original pump volute was in storage and sent to RMacDonald for reconditioning. Once the pump volute is reconditioned the pump will be placed back in service with the original components.

Upcoming Maintenance Projects

- Staff is working with Exceedio to update the remaining three end of life ethernet switches in the treatment plant. The server room core switches were updated last year. The cyber security assessment is delayed due to staff turnover with the consultant.
- Staff has contracted with Tesco to provide instrumentation support and calibration of analyzers, flow meters, Variable Frequency Drive configuration and general electrical control system onsite support. Work is scheduled to start in September and Tesco will be onsite a few days each month to assist staff. The goal is to identify problems with instruments before they occur by performing regular calibrations and verifications on all of our instruments. We are currently only calibrating analyzers and permit flow meters.

Staff Development

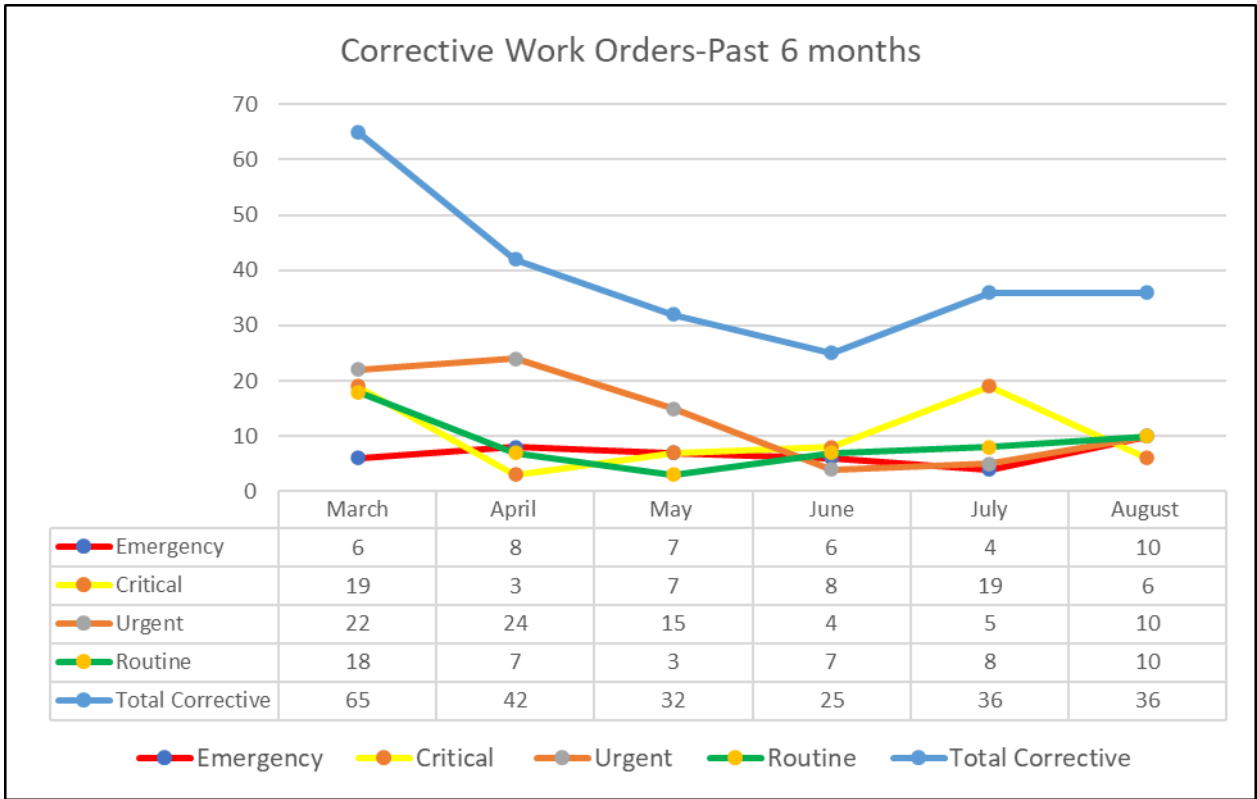
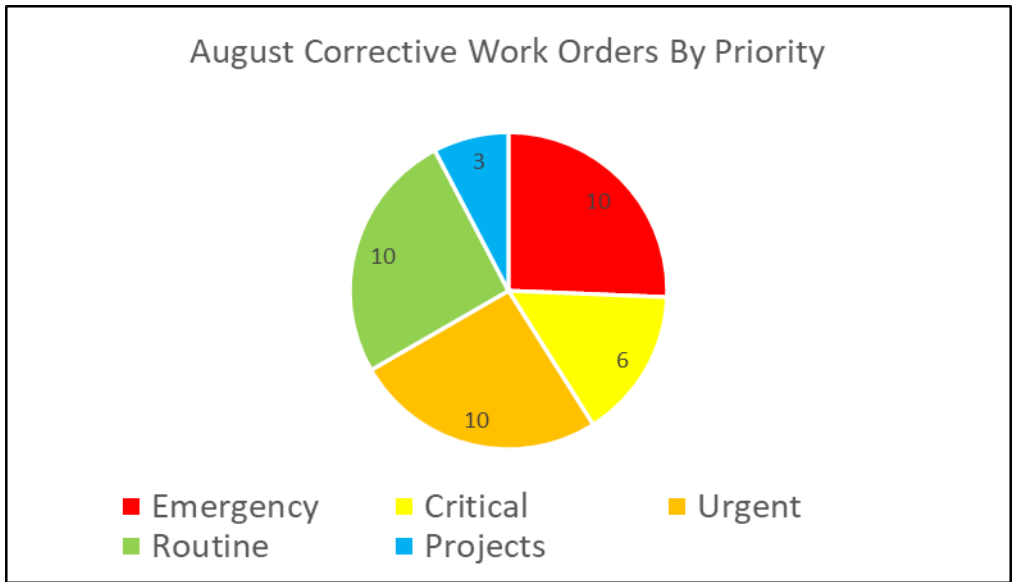
- Purchaser/ Asset Coordinator Dan Deeth completed virtual Excel training class. This will support formatting data from Computerized Maintenance Management System.
- Staff is working with HCM Unlocked to rollout the ADP Workforce Now human resources software system. This system will provide self-service access to employees and migrate personal reviews to a digital format. The first meeting with the 3rd party consultant was held on September 15th. The initial setup was completed by Beth Ingram, our Human Resource consultant and HCM Unlocked will provide the resources to implement the advanced features such as employee development and learning management.

Work Order Metrics

Preventive Maintenance

Total Work Orders Generated	428
Total Work Orders Closed/Done	400
Total Work Orders Still Open	28
Percentage of Work Orders Completed	93.46%

Corrective Maintenance



FUNDING-N/A- Informational item only

STAFF REPORT

To: Board of Directors
From: Rachél Lather, Principal Engineer
Date: September 29, 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 August 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 and project proponents have communicated with the two property owners that will be providing easements for the project and the owners have signed agreements.

Carmel Valley Manor (CVM) is continuing to work on their project to connect to the District and have completed the design for realignment of their pipeline. It is our understanding that they plan to start construction in September 2022. The Principal Engineer has been working with them to complete the Sewer Installation Agreement from CVM and the easement agreements.

The September Ranch developer, Carmel Reserve, is ready to start construction of the subdivision. The draft Sewer Installation Agreement has been reviewed by them and the District's counsel with a final draft completed. The easement agreement has not been received from Carmel Reserve at the time of writing this report.

FUNDING

N/A- Informational item only

Resolutions

STAFF REPORT



To: Board of Directors

From: Barbara Buikema, GM

Date: September 29, 2022

Subject: Authorizing Continued Remote Teleconference Meetings Through October 30, 2022

RECOMMENDATION

It is recommended that the Board of Directors proclaim a local emergency and authorize remote teleconference meetings for the period September 30 through October 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. 2022-58

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 SEPTEMBER 30 THROUGH OCTOBER 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 October 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 September 29, 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

STAFF REPORT



To: Board of Directors

From: Rachél Lather Principal Engineer

Subject: Consideration of Approval of an Addendum to the Adopted Initial Study/Mitigated Negative Declaration for Carmel Valley Manor (CVM) Sewer Extension Project #19-08

Date: September 29, 2022

RECOMMENDATION

Staff recommends that the Board of Directors:

- Approve Resolution 2022-59 adopting an addendum to the Initial Study/Mitigated Negative Declaration (MND) for the Carmel Valley Manor Sewer Extension Project (Project)

DISCUSSION

On September 24, 2020, the Board approved the adoption of the Initial Study/Mitigated Negative Declaration (IS/MND) for Project #19-08 Carmel Valley Manor. Since that time, the engineer's for Carmel Valley Manor (CVM) have been completing plans and specifications for the project and CVM has been negotiating for easement agreements with Quail Lodge for the pump station. The design included a 30-foot-deep manhole at the intersection of Valley Greens Drive and Carmel Valley Road. The owner of the agricultural property off Williams Ranch Road has offered to allow the pipe alignment to be placed between Cyprus Lane and Williams Ranch Road, which results in a 13-foot-deep manhole for Carmel Area Wastewater District (CAWD) to maintain on Carmel Valley Road. This is beneficial in terms of project cost to CVM and long-term maintenance costs to CAWD.

Since the IS/MND has been adopted and the project is being modified after adoption, additional California Environmental Quality Act (CEQA) review is necessary to document that there are no new significant effects to the environment due to the project modifications. Rincon Consultants, Inc. completed the attached “Addendum to the Initial Study-Mitigated Negative Declaration” dated August 2022. After a thorough investigation of the modified pipeline alignment, they determined the following:

- No further evaluation of environmental impacts is required for the modified project;
- No subsequent IS/MND are necessary per CEQA Guidelines Section 15162; and
- The addendum is the appropriate level of environmental analysis and documentation needed for the project.

In order to move forward with the project, your Board’s approval of the attached addendum to the MND is required.

FUNDING

Carmel Valley Manor is paying for all costs associated with the project.

Attachments: Addendum to the Initial Study -Mitigated Negative Declaration
 Resolution 22-59



Revised Carmel Valley Manor Sewer Main Extension Project

Addendum to the Initial Study – Mitigated Negative Declaration

SCH#2020070582

prepared by

Carmel Area Wastewater District

3945 Rio Road

Carmel, California 93922

Contact: Rachél Lather, Principal Engineer

prepared with the assistance of

Rincon Consultants

2511 Garden Road Suite C-250

Monterey, California 93940

August 2022



RINCON CONSULTANTS, INC.

Environmental Scientists | Planners | Engineers

rinconconsultants.com

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Appendix A	Archaeological Survey and XPI Results for Modified Project
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Acronyms and Abbreviations

BRA	Biological Resources Assessment
CAWD	Carmel Area Wastewater District
CEQA	California Environmental Quality Act
CNPS	California Native Plant Society
CRLF	California red-legged frog
DOC	California Department of Conservation
EIR	Environmental Impact Report
FEMA	Federal Emergency Management Agency
IS-MND	Initial Study – Mitigated Negative Declaration
MCC	Monterey County Code
MGD	million gallons per day
MMRP	Mitigation Monitoring and Reporting Plan
PVC	polyvinyl chloride
SCH	State Clearinghouse
USFWS	United States Fish and Wildlife Service

Introduction

This document has been prepared to serve as an addendum to the previously approved Initial Study-Mitigated Negative Declaration (IS-MND) (State Clearinghouse [SCH] #2020070582) for the Carmel Valley Manor Sewer Main Extension Project (original project). This addendum was prepared in accordance with the California Environmental Quality Act (CEQA) and the *CEQA Guidelines*. The Carmel Area Wastewater District (CAWD) was the lead agency for the adopted IS-MND and is the lead agency for the environmental review in this addendum.

This addendum addresses the environmental effects of proposed modifications to the original project. Section 15164 of the *CEQA Guidelines* requires an addendum under the following circumstances

- if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred (Section 15164[a])
- if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred (Section 15164[b])

An addendum must include a brief explanation of the decision not to prepare a subsequent EIR pursuant to Section 15162 should be included in an addendum to an EIR, the lead agency's findings on the project, or elsewhere in the record (Section 15164[e]).

1.1 Background and Purpose of the IS-MND Addendum

The IS-MND for the original project was adopted by CAWD on September 24, 2020. The adopted IS-MND is further supported by an accompanying Mitigation Monitoring and Reporting Program (MMRP). Information and technical analyses from the adopted IS-MND are referenced throughout this addendum; the adopted IS-MND is available for review on CAWD's website.¹ In conjunction with approving the IS-MND, CAWD also approved the MMRP and approved the original project.

As approved, the original project would extend sewer service to the existing Carmel Valley Manor senior living facility in Carmel Valley, unincorporated Monterey County. This development is currently served by a failing septic system that is considered a health concern by the Monterey County Environmental Health Department. An additional function of the original project would be that previously developed parcels directly adjacent to the proposed pipeline alignment would have the opportunity and may be required to connect to the municipal sewer system, should their existing septic systems and/or leach fields fail or otherwise become unable to continue to operate. The original project would include the installation and operation of approximately 9,900 linear feet of 8-inch diameter polyvinyl chloride (PVC) gravity sewer main, approximately 900 linear feet of 6-inch diameter force main, concrete manholes, and a 250 gallon per minute wastewater pump station. From the proposed gravity-fed sewer, wastewater would be pumped by the proposed pump station into the proposed force main, discharging to the existing collection system at the west abutment of County Bridge Number 500 crossing over the Carmel River on Valley Greens Drive.

¹ https://www.cawd.org/files/0f03d4411/Final+Carmel+Valley+Sewer+Extension+ISMND_Aug2020.pdf

Wastewater would be conveyed through the existing collection system to the CAWD Water Pollution Control Plant, which has a design capacity of 4.0 million gallons per day (MGD), a permitted capacity of 3.0 MGD, and an average dry weather flow of 1.2 MGD.

Original Project

As approved, the original project consists of a linear pipeline alignment in the public right-of-way along portions of Valley Greens Drive and Carmel Valley Road. The project would extend the existing wastewater collection system from its current termination point on Valley Greens Drive to Carmel Valley Manor located at 8545 Carmel Valley Road. The original project alignment would begin at County Bridge Number 500, located approximately 360 feet west of Poplar Lane along Valley Greens Drive, continue northeast along Valley Greens Drive until the intersection with Carmel Valley Road, continue east along Carmel Valley Road, and terminate at the intersection of Carmel Valley Road and Carmel Valley Manor. The original project also encompasses a pump station site located on a 1,600-square foot portion of Assessor's Parcel Number 157-031-015-000, which is south of Valley Greens Drive in an undeveloped area across from Hole 14 and adjacent to Hole 13 of the Quail Lodge and Golf Club. The proposed pump station site would connect to the proposed pipeline alignment via incoming and outgoing pipelines.

Modified Project

The project applicant now proposes modifications to the original project, herein referred to the "modified project." This document is an addendum to the previously adopted IS-MND and has been prepared by CAWD to evaluate the potential environmental impacts of the proposed modified project. A detailed description of the modified project is provided in Section 2, *Project Description*.

1.2 Basis for the Addendum

When an IS-MND has been adopted and a project is modified or otherwise changed after adoption, additional CEQA review may be necessary. The key considerations in determining the need for the appropriate type of additional CEQA review are outlined in Section 21166 of the Public Resources Code (CEQA) and Sections 15162 and 15164 of the *CEQA Guidelines*.

Section 15162(a) of the *CEQA Guidelines* provides that a Subsequent IS-MND is not required unless the following occurs:

- (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
- (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:
 - (A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

- (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;
- (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
- (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

Pursuant to Section 15164(b) of the *CEQA Guidelines*, an addendum to an adopted negative declaration may be prepared by the Lead Agency that prepared the original negative declaration if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 have occurred that require preparation of a Subsequent EIR or negative declaration. An addendum must include a brief explanation of the agency's decision not to prepare a Subsequent IS-MND and be supported by substantial evidence in the record as a whole (Section 15164[e]). The addendum to an adopted negative declaration need not be circulated for public review but it may be included in or attached to the adopted negative declaration (Section 15164[c]). The decision-making body must consider the addendum prior to making a decision on the project (Section 15164[d]).

An addendum to the adopted IS-MND for the original project is appropriate to address the modified project because the proposed modifications to the approved original project do not meet the conditions of Section 15162(a) for preparation of a Subsequent IS-MND. The modified project would not result in new or more severe impacts related to: 1) substantial changes to the original project which requires major revisions to the adopted IS-MND; 2) substantial changes to the circumstances under which the original project are being undertaken which will require major revisions to the adopted IS-MND; or 3) new information of substantial importance showing significant effects not previously examined.

The adopted IS-MND and this addendum to the adopted IS-MND serve as informational documents to inform decision-makers and the public of the potential environmental consequences of approving the proposed modified project. This addendum neither controls nor determines the ultimate decision for approval of the proposed modified project, described herein in Section 2, *Project Description*. The information presented in this addendum to the adopted IS-MND will be considered by CAWD alongside the adopted IS-MND prior to making a decision on the modified project.

2 Project Description

2.1 Modified Project Characteristics

Instead of continuing along Valley Greens Drive to the intersection of Carmel Valley Road and along Carmel Valley Road to Cypress Lane, the modified alignment would traverse east from Valley Green Drive approximately 800 feet south of Carmel Valley Road, through undeveloped open space, following planned roadways associated with the proposed Wolters development.² The modified alignment would continue east for approximately 800 feet to Williams Ranch Road, where it would pivot northeast toward Carmel Valley Road, through agricultural land. The portion of the pipeline alignment that would be constructed in open space and agricultural areas would involve open trenching, but would require a depth of 10 feet instead of a depth of 25 feet within existing roadways. The modified alignment would connect to Carmel Valley Road approximately 1,300 feet east of Valley Greens Drive. The modified project would include the installation and operation of approximately 9,025 linear feet of 8-inch diameter PVC gravity sewer main, 875 linear feet shorter than the previously analyzed alignment. Figure 1 shows the project's regional location and Figure 2 shows the modified alignment in comparison to the original alignment.

2.2 Retained Original Project Characteristics

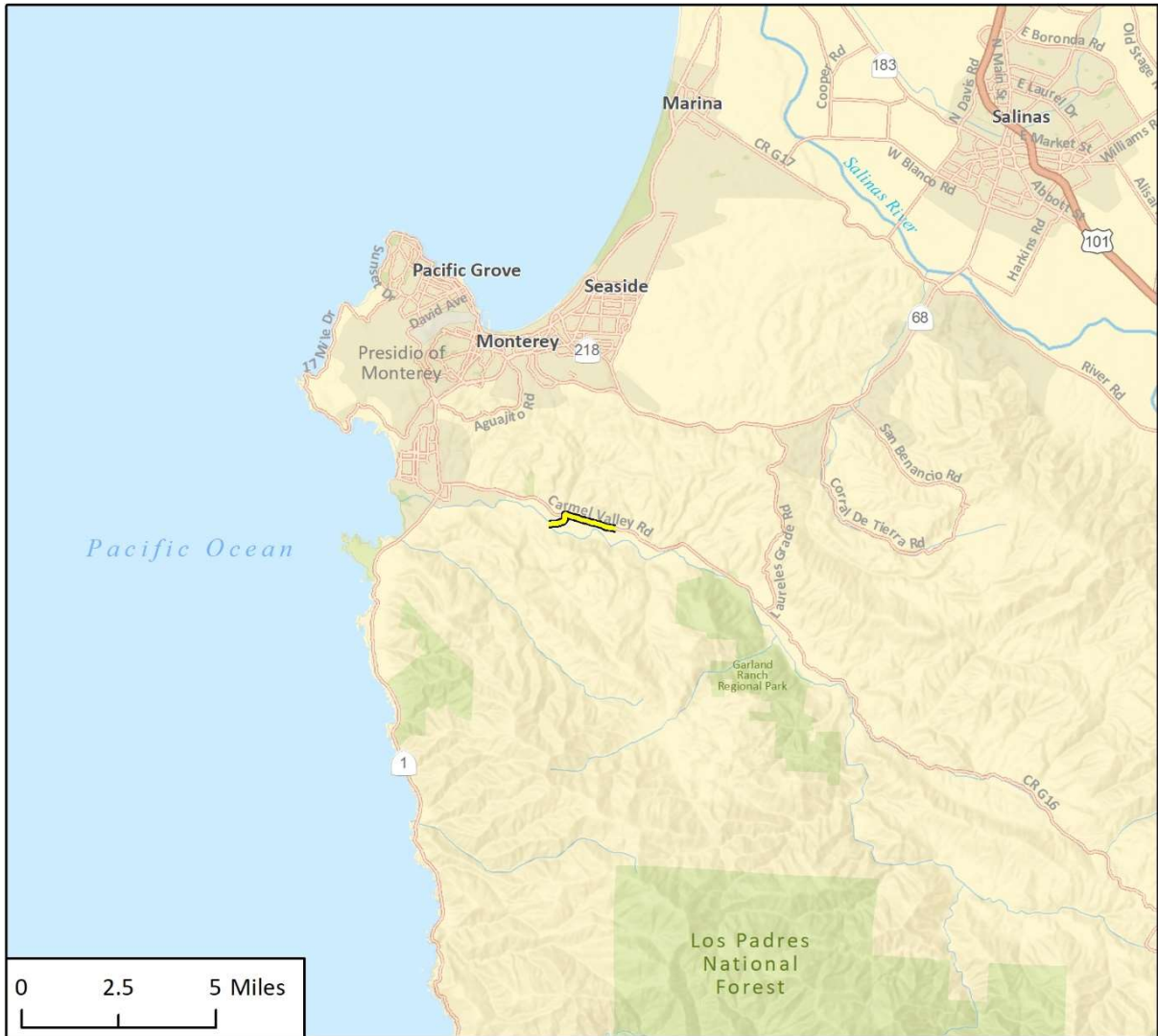
As with the original project, the modified project would extend sewer service to the existing Carmel Valley Manor senior living facility and may allow or require previously developed parcels directly adjacent to the proposed pipeline alignment to connect to the municipal sewer system. The modified project would involve installation of an 8-inch diameter PVC gravity sewer main, approximately 900 linear feet of 6-inch diameter force main, concrete manholes, and a 250 gallon per minute wastewater pump station. Just as under the original project, the modified project would involve pumping wastewater from the proposed gravity-fed sewer into the proposed force main via the proposed wastewater pump station, and discharging into the existing collection system at the west abutment of County Bridge Number 500 crossing over the Carmel River on Valley Greens Drive. Wastewater would be conveyed through the existing collection system to the CAWD Water Pollution Control Plant. The modified project would include the same equipment and improvements as the original project, including a back-up generator, electrical service, wet well, pipes, valves, pumps control unit, and surface improvements.

Construction

Construction of the modified project would occur over approximately six months, similar to the original project, and would be completed during workdays between 7:30 a.m. and 3:30 p.m. Construction occurring within existing roadways would involve open trenching at a depth of approximately 15 feet, and would complete approximately 100 feet of pipeline per day. Approximately six workers per day would be on site for construction of the pipeline, and four workers per day for construction of the pump station.

² This sewer extension project would be installed first; improvements associated with the Wolters development would be constructed later. The timing of construction is currently unknown.

Figure 1 Regional Location



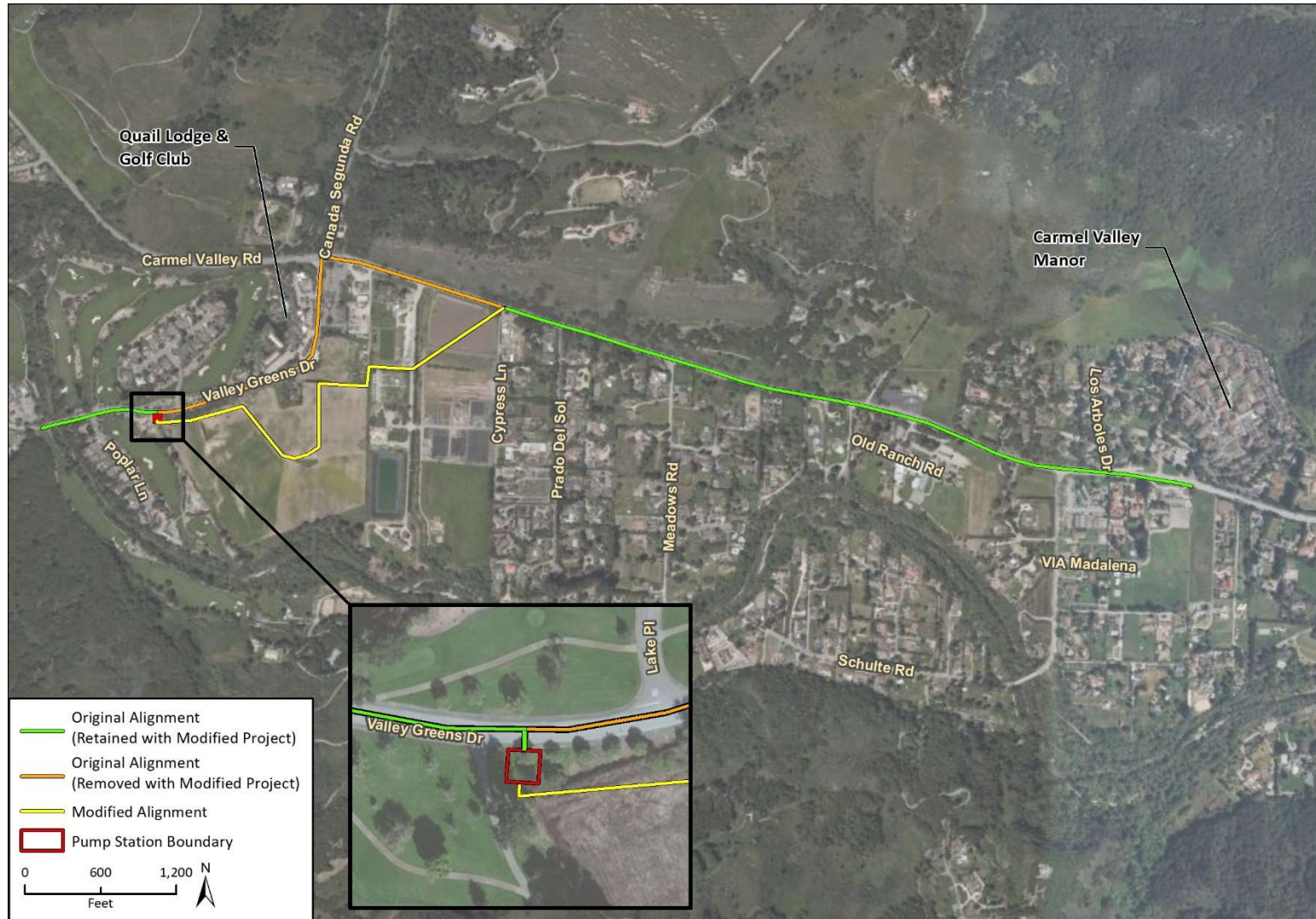
Imagery provided by Esri and its licensors © 2020.

— Project Location



Fig 1 Regional Location

Figure 2 Project Site Location



The modified project would involve similar construction equipment as the original project, including the use of a backhoe, concrete/industrial saw, compactor, paving equipment, and skid steer loader. The modified project would not install pipeline at Valley Greens Drive and Carmel Valley Road, and jack and bore construction would no longer be required. Similar to the original project, the construction contractor would implement a County of Monterey-approved traffic control plan, which is anticipated to include a combination of public notification, steel plates, barricades, flagmen, and other traffic control devices. Closure of Carmel Valley Road is not anticipated to be required during construction, as traffic cones will be used to direct traffic into temporary lanes. Construction staging would occur in areas to be determined by the contractor, potentially including at Carmel Valley Manor or on site within public rights-of-way near active construction areas.

Maintenance

Similar to the original project, the pipeline would not require maintenance for the first few years after installation, after which maintenance would occur annually. The pump station would require maintenance once per month, and the emergency generator at the pump station would be tested once per month for approximately 30 minutes at a time.

Lead Agency Permits and Approvals

The following approvals would continue to be required from the County of Monterey:

- Encroachment Permit for Work in Public Right-of-Way, including a traffic control plan
- Building Permit
- Environmental Health Permit
- Erosion Control Plan per Monterey County Code (MCC) Chapter 16.12

Additionally, the State Water Resources Control Board would approve coverage under the National Pollutant Discharge Elimination System Construction General Permit, and the Monterey County Local Agency Formation Commission would approve annexation of the pipeline's service area into CAWD service boundaries.

The modified project would also require the following permits related to crossing the drainage/channelized ditch on the east side of Williams Ranch Road:

- U.S. Army Corps of Engineers Section 404 Permit
- Regional Water Quality Control Board 401 Certification Permit
- California Department of Fish and Wildlife 1602 Permit

3 Impact Analysis

As described under Section 1.2, *Basis for the Addendum*, when an IS-MND has been adopted and a project is modified or otherwise changed after adoption, additional CEQA review may be necessary. In accordance with the *CEQA Guidelines*, CAWD has determined that an addendum to the adopted IS-MND is the appropriate form of environmental review for the proposed project. This examination includes an analysis of the provisions of Section 21166 of CEQA and Sections 15162 to 15164 of the *CEQA Guidelines* and their applicability to the modified project.

As discussed in the impact analysis below, the modified project would not introduce new significant environmental impacts beyond those which have already been identified and characterized in the adopted IS-MND. None of the conditions described in *CEQA Guidelines* Section 15162 calling for preparation of a Subsequent IS-MND have occurred or would occur as a result of the modified project. This addendum will be considered by the CAWD decision-making body in making a decision on the proposed project.

Appendix G of the *CEQA Guidelines* provides a checklist of environmental issue areas that are suggested as the issue areas that should be assessed in CEQA analyses. The adopted IS-MND addressed in detail all 20 of the suggested environmental issue areas. To provide a thorough and conservative analysis of potential impacts associated with the project, this addendum also addresses all 20 environmental issue areas suggested by Appendix G of the *CEQA Guidelines*, as listed below.

- | | |
|---------------------------------------|-----------------------------------|
| 1. Aesthetics | 11. Land Use and Planning |
| 2. Agriculture and Forestry Resources | 12. Mineral Resources |
| 3. Air Quality | 13. Noise |
| 4. Biological Resources | 14. Population and Housing |
| 5. Cultural Resources | 15. Public Services |
| 6. Energy | 16. Recreation |
| 7. Geology and Soils | 17. Transportation |
| 8. Greenhouse Gas Emissions | 18. Tribal Cultural Resources |
| 9. Hazards and Hazardous Materials | 19. Utilities and Service Systems |
| 10. Hydrology and Water Quality | 20. Wildfire |

The existing environmental conditions in the project site and its surroundings are substantially the same under present conditions as described in the adopted IS-MND. Potential environmental impacts of the proposed project are analyzed below to determine whether impacts are consistent with the impact analysis provided in the adopted IS-MND, and whether additional mitigation measures are required to minimize or avoid potential impacts.

Adopted IS-MND Analysis Summary

No impacts to agricultural and forestry resources, mineral resources, public services, or recreation were found in the adopted IS-MND. Additionally, impacts to aesthetics, air quality, energy, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use

and planning, noise, population and housing, transportation, utilities and service systems, and wildfire were determined to be less than significant with no mitigation required.

The adopted IS-MND determined that impacts to biological resources, cultural and tribal cultural resources, and geology and soils could be reduced to less than significant levels with mitigation. Mitigation proposed in the adopted IS-MND included:

- Mitigation Measure BIO-1: Worker Environmental Awareness Program
- Mitigation Measure BIO-2: Western Bumble Bee Preconstruction Survey
- Mitigation Measure BIO-3: Spills/Debris Prevention
- Mitigation Measure BIO-4: Wildlife Entrapment Prevention
- Mitigation Measure BIO-5: Trash Disposal
- Mitigation Measure BIO-6: Nesting Bird Survey
- Mitigation Measure CR-1: Archaeological and Native American Monitoring
- Mitigation Measure CR-2: Unanticipated Archaeological Resources
- Mitigation Measure GEO-1: Paleontological Resources Monitoring

The adopted IS-MND determined that implementation of these mitigation measures would reduce impacts to less than significant levels. Therefore, the original project would not result in significant and unavoidable impacts.

Modified Project

This discussion groups impact topics to allow a concise analysis of similar or related issue areas.

- **Aesthetics.** The modified alignment would be installed underground, as with the original project, and would not introduce new or substantially more severe impacts to public views, scenic resources, or the viewshed of a state scenic highway. Construction of the portion of the pipeline that would traverse open space and agricultural lands would impact the quality of public views of those lands; however, the pipeline would be underground during operation, and construction impacts would be temporary in nature. The modified project would not alter the proposed pump station location or design, the visual impacts of which were addressed in the adopted IS-MND. Further, the modified project would not introduce new sources of light or glare not anticipated in the adopted IS-MND. Thus, the modified project would not result in a new impact or a substantially more severe impact to aesthetics.
- **Agriculture and Forestry Resources.** The modified project would traverse the area bounded by Williams Ranch Road, Carmel Valley Road, and Cypress Lane, which is designated as Prime Farmland by the California Department of Conservation (DOC 2016). The remainder of the modified alignment is not located within Prime Farmland, Unique Farmland, Farmland of Statewide Importance, or Farmland of Local Importance (DOC 2016). Construction of the pipeline within the agricultural land would result in the temporary disruption of existing agricultural uses; however, construction of the modified project would not result in the permanent conversion of farmland to non-agricultural use, as existing agricultural use would continue after construction is complete. Therefore, this impact is considered less than significant. Further, the modified pipeline alignment would not expand the project site into timberlands or forest lands. Therefore, the modified project would not result in a new impact or a substantially more severe impact to agricultural and forestry resources.

Revised Carmel Valley Manor Sewer Main Extension Project

- **Air Quality, Greenhouse Gas Emissions, and Energy.** The modified project would excavate less area within existing roadways and more area within open spaces and agricultural areas. As described in Section 2.1, *Modified Project Characteristics*, excavation and trenching in open spaces would require a depth of approximately 10 feet, whereas excavation and trenching within existing roadways would require a depth of up to 25 feet. In addition, the modified project alignment would be approximately 875 linear feet shorter than the original alignment; therefore, less excavation would be required under the modified project, which would reduce air quality and greenhouse gas emissions impacts related to construction. Further, less excavation would involve less energy demand for modified project construction. Therefore, the modified project would not involve new or substantially greater emissions or energy demand than the original project. In operation, the modified project would not require more electricity or more frequent maintenance visits than the original project. Thus, the modified project would not result in a new impact or in a substantially more severe impact to air quality, greenhouse gas emissions, or energy.
- **Biological Resources.** Rincon conducted a reconnaissance-level site visit of the modified alignment and updated the literature review, including queries of the California Natural Diversity Database (California Department of Fish and Wildlife 2022), Inventory of Rare and Endangered Plants in California (CNPS 2022), Critical Habitat Portal (USFWS 2022a), and National Wetlands Inventory (USFWS 2022b). These queries did not reveal substantial changes in the locations of species occurrences or potential for special-status plants or sensitive natural communities to occur within the modified project area. The modified project would cross landscaped, developed, agricultural, and ruderal areas, consistent with the land cover types described in the original Biological Resources Assessment (BRA) (Rincon 2020) prepared for the project. The modified alignment would also cross open agricultural fields, however, that may provide marginal dispersal habitat for California red-legged frog (CRLF; *Rana draytonii*), a federally threatened species, given the proximity to known occupied habitat in the Carmel River. The agricultural fields also may provide habitat for western bumble bee (*Bombus occidentalis*), a candidate for State listing, and nesting birds. These species were previously addressed in the adopted IS-MND and original BRA. Due to the existing level of disturbance from agricultural use, the potential for these species to occur is relatively low and the modified project would not introduce any new impacts to special-status species or substantially increase the severity of potential impacts to special-status species. With modified pre-construction survey mitigation measures for western bumble bee and nesting birds, and the addition of a CRLF pre-construction survey, impacts would be less than significant.

The modified project would cross an ephemeral drainage/channelized ditch on the east side of Williams Ranch Road, downstream of the portion of the ditch documented in the 2020 BRA along Carmel Valley Road (Figure 3). The ditch channels surface water from a steep canyon north of the Valley Greens Drive and Carmel Valley Road Intersection (USFWS 2022b), through culverts and channelized ditches, and eventually flows into the Carmel River. This ditch likely only flows during and immediately after rain events and does not contain riparian habitat; therefore, it does not provide suitable aquatic habitat for special-status species but is likely under U.S. Army Corps of Engineers, Regional Water Quality Control Board, and California Department of Fish and Wildlife jurisdiction. Implementation of practices in Monterey County's Construction Site Best Management Practices (BMPs) Handbook and the Construction BMPs-Plan Sheet would reduce impacts related to surface runoff, dust control, and waste/material management (County of Monterey 2015b), limiting potential impacts to the drainage during construction. The modified project would also be required to comply with water quality

Figure 3 Jurisdictional Areas



Imagery provided by Microsoft Bing, Esri and their licensors © 2022.

Fig. 3 Jurisdictional Areas

Revised Carmel Valley Manor Sewer Main Extension Project

standards outlined in the National Pollutant Discharge Elimination System Municipal General Permit, which states the project must meet best management practice guidance series requirements to control the discharge of pollutants and eliminate non-stormwater discharges and prevent accidental leaks or accidental spills of hazardous materials. Additionally, because the modified alignment would result in trenching across the ditch, Mitigation Measure BIO-8 requires restoration of the drainage to its original condition following project construction activities. Therefore, the modified project would not result in permanent impacts or substantial adverse effects to the drainage but would require U.S. Army Corps of Engineers, Regional Water Quality Control Board, and California Department of Fish and Wildlife permitting. Permits were not required from these agencies with the original project, as the culvert transporting water into the drainage was to be completely avoided by jack and bore construction techniques. Implementation of Mitigation Measures BIO-1 through BIO-6 as included in the adopted IS-MND, as well as additional Mitigation Measures BIO-7 and BIO-8, would reduce impacts to a less than significant level, similar to the original project. The modified project and original project would both result in less than significant impacts with mitigation, and all potential impacts of the modified project are similar to those of the original project as described in the adopted IS-MND. Therefore, the modified project would not result in a new impact or a substantially more severe impact to biological resources. New mitigation measures included in the modified project are described below under *Effects and Mitigation Measures*. A Subsequent IS-MND is not required as long as the project applicant does not decline to adopt the new mitigation measures.

- **Cultural and Tribal Cultural Resources.** The modified project would cover a section of undeveloped land in addition to the road rights of ways covered with the original alignment. Rincon conducted an archaeological survey an Extended Phase I testing of the modified alignment (Appendix A). This study concluded that the modified alignment would not results in new impacts to historical resources of the built environment or known archaeological resources. However, there are known buried archaeological sites in the project vicinity and the project site is sensitive for buried archaeological resources. Similar to the original project, construction activities included in the modified project have the potential to result in the destruction, damage, or loss of undiscovered archaeological resources. Mitigation Measure CR-1, Archaeological and Native American Monitoring, and CR-2, Unanticipated Archaeological Resources, from the adopted IS-MND would be implemented under the modified project, which would ensure that potential impacts to archaeological resources are less than significant. Therefore, the modified project would not result in a new impact or a substantially more severe impact to cultural resources. Construction of the modified project would be required to follow the State of California Health and Safety Code Section 7050.5 procedures following the unanticipated discovery of human remains, as described in the adopted IS-MND. Impacts to human remains would be less than significant. The mitigation measures identified in the adopted IS-MND would remain applicable to the modified project, and would ensure potential impacts to tribal cultural resources are less than significant. Therefore, the modified project would not result in a new impact or a substantially more severe impact to cultural or tribal cultural resources.
- **Geology and Soils.** The modified project would generally be subject to the same geologic conditions as the original alignment. The modified project alignment would not be located within a liquefaction zone (DOC 2020a) or a landslide zone (DOC 2020b). Because the modified project would not involve habitable structures or permanent on-site employees, impacts related to geology and soils would remain consistent with those described in the adopted IS-MND and

would not result in a new impact related to geologic or soil hazards. The modified project would disturb soils within open space and agricultural fields; however, required compliance with the National Pollutant Discharge Elimination System Construction General Permit would ensure construction does not cause substantial erosion, and the modified project would return the construction areas to their existing conditions following installation of the pipeline. As described in the adopted IS-MND, the required Stormwater Pollution Prevention Plan (as part of the Construction General Permit) would include best management practices for erosion control, such as preventing runoff from unprotected slopes, keeping disturbed areas to a minimum, and installing check berms and desilting basins during construction activities, as necessary.

Similar to the original project, construction activities included in the modified project have the potential to result in the destruction, damage, or loss of undiscovered paleontological resources. Mitigation Measure GEO-1, Paleontological Resources Monitoring, would be implemented under the modified project, which would ensure that potential impacts to paleontological resources are less than significant. Therefore, the modified project would not result in a new impact or a substantially more severe impact to geology and soils.

- **Hazards and Hazardous Materials.** The modified project would generally involve similar excavation and construction activities as the original project, but would involve a modified alignment through open space and agricultural lands. A review of hazardous material release information databases revealed that there are no active hazardous materials sites within 0.25 mile of the original project alignment, an area that includes the modified alignment (DTSC 2022; SWRCB 2022; CalEPA 2022a; CalEPA 2022b). Further, as outlined in the adopted IS-MND, the use, transport, and storage of hazardous materials during construction of the project would be subject to federal, state, and local laws and regulations governing hazardous materials. In operation, the modified project would not require the use, storage, or disposal of hazardous materials, as under the original project. Therefore, the modified project would not involve new or substantially more severe impacts related to hazards and hazardous materials.
- **Hydrology and Water Quality.** The modified project would involve a revised alignment that would partially traverse open space and agricultural areas, as opposed to remaining entirely within existing roadways like the original project. Increased construction and excavation in open space and agricultural areas, as opposed to within existing roadways, could result in impacts to erosion or existing drainage patterns. Compliance with existing policies and regulations as outlined in the adopted IS-MND would continue to ensure that impacts would be less than significant. Further, as described in the adopted IS-MND, components of the original project would be in a flood hazard area as designated by the Federal Emergency Management Agency (FEMA). The modified project alignment would traverse agricultural and open space east of the nearest flood zone and would not increase the amount of pipeline within a flood hazard area (FEMA 2022). As stated in the adopted IS-MND, any portion of the project alignment in a flood hazard zone would be subject to Monterey County Code regulations that would reduce the risk of release of pollutants to less than significant. Therefore, impacts related to hydrology and water quality would remain consistent with those described in the adopted IS-MND and would not result in a new impact. Thus, the modified project would not result in a new impact or a substantially more severe impact to hydrology and water quality.
- **Land Use and Planning.** The modified pipeline alignment would be located entirely below the ground surface. Therefore, the modified project would not have the potential to physically divide an established community. The modified project would not involve changes to existing land use or zoning designations, and would not conflict with land use plans, policies, or

Revised Carmel Valley Manor Sewer Main Extension Project

regulations adopted to avoid or mitigate an environmental effect. Therefore, the modified project would not result in a new or substantially more severe land use impact.

- **Mineral Resources.** The modified project would not expand the project alignment into an area known to contain mineral resources or an area zoned for mineral resource extraction (United States Geological Survey 2022). Therefore, the modified project would not result in a new or substantially more severe impact to mineral resources.
- **Noise.** The modified project would involve shifting a portion of the pipeline alignment away from Valley Greens Drive and Carmel Valley Road into agricultural and open space areas. The modified alignment would not result in construction activities closer to sensitive receivers than as described in the adopted IS-MND. As with the original project, the pipeline under the modified project would be located entirely underground and would not result in operational noise or vibration and would not require additional maintenance trips. Accordingly, the modified project would not result in new or substantially more severe noise impacts.
- **Population and Housing, Public Services, Recreation, and Utilities and Service Systems.** The modified project would not increase the capacity of the pipeline and would not substantially increase the number of lots that could connect or could be required to connect to the municipal wastewater system. Therefore, there is not anticipated increase in population and housing, demand for public services, demand for recreational facilities, and demand for utilities beyond that analyzed in the adopted IS-MND. Thus, the modified project would not result in new or substantially more severe impacts to these resources.
- **Transportation.** The modified project would not require additional construction or operational vehicle trips beyond those estimated in the adopted IS-MND, and would similarly not result in changes to the surrounding circulation system. Further, the modified project would involve a revised alignment that would be partially located outside of the right-of-way of Valley Greens Drive and Carmel Valley Road, which would reduce the need for lane diversions or closures. A Traffic Control Plan would still be implemented under the modified project, pursuant to County of Monterey encroachment permit requirements. Accordingly, the modified project would not conflict with a program, plan, ordinance, or policy addressing the circulation system, introduce transportation hazards, or result in inadequate emergency access. Therefore, the modified project would not result in new or substantially more severe impacts to transportation.
- **Wildfire.** Land north of Carmel Valley Road is within a State Responsibility Area, with some portions of land in a High Fire Hazard Severity Zone and some in a Very High Fire Hazard Severity Zone. Additionally, a few parcels located south of Carmel Valley Road and adjacent to the pipeline alignment are within a Very High Fire Hazard Severity Zone of a Local Responsibility Area. The modified project alignment would not be located in state responsibility areas or lands classified as very high fire hazard severity zones (CAL FIRE 2007). Further, as described in Section 20, *Wildfire*, of the adopted IS-MND, implementation of required construction measures and regular maintenance would ensure that the project would exacerbate existing fire risk. The same measures would be implemented under the modified project. Therefore, the modified project would not result in new or substantially more severe impacts in terms of wildfire.

Effects and Mitigation Measures

As described above, it has been determined that the proposed project is consistent with the analysis of the adopted IS-MND and would not result in new or substantially more severe impacts beyond

those identified in the adopted IS-MND. Mitigation measures identified in the adopted IS-MND would remain applicable to the modified project. Mitigation Measure BIO-2 has been slightly modified compared to the adopted IS-MND. Modifications to the adopted IS-MND mitigation measures are shown below; text that is underlined denotes text that has been added and text that is in ~~strikeout~~ denotes text that has been removed compared to the original mitigation measure. Two additional mitigation measures (BIO-7 and BIO-8) are also included below, and would be required with the modified project. The mitigation measures included in the adopted IS-MND, including BIO-2 revised below, and new mitigation measures included herein would ensure the modified project results in less than significant impacts with mitigation. This finding is consistent with the adopted IS-MND and does not constitute a new impact or substantial increase in severity to a previously identified impact. Additionally, the proposed project is consistent with the findings and conclusions of the IS-MND regarding mandatory findings of significance.

Modifications to Adopted IS-MND Mitigation Measures

BIO-2 Western Bumble Bee Preconstruction Survey

A qualified biologist(s) shall conduct a pre-construction survey prior to the onset of work activities at the pump station site and modified alignment within open space and agricultural areas. The pre-construction survey effort shall be conducted for a minimum of one hour. If bumble bees of any species are observed, they shall be photographed for identification following the USFWS guidance in Appendix A Standardized Bee Photography in the Survey Protocols for the Rusty Patched Bumble Bee (*Bombus affinis*) (USFWS 2019d). If construction begins between March 1st and November 1st, the ground shall also be searched during the survey for active bumble bee colonies. No capture or handling of bumble bees shall be conducted, and western bumble bee shall be avoided. Foraging bees shall be allowed to leave work areas undisturbed, and bee colonies shall be avoided during the active season from March 1 through November 1.

New Mitigation Measures

BIO-7 California Red-legged Frog Avoidance and Minimization

A qualified biologist shall conduct a survey of the modified alignment for California red-legged frog (CRLF) within 48 hours of initial ground disturbing activities. The survey area shall include the proposed disturbance area and all proposed ingress/egress routes, plus a 100-foot survey buffer. If any life stage CRLF is found within the survey area, the individual shall be avoided and allowed to leave the site of its own volition. The biologist shall revisit the site on subsequent days to confirm the CRLF has left the site. If the CRLF has not left the site after three days, USFWS and the California Department of Fish and Wildlife shall be consulted to determine the appropriate course of action.

During construction, avoidance measures shall include:

- A qualified biologist shall be present on-site until all construction activities are complete within the farm field. If any life stage of CRLF is found, work shall cease within 100 feet of the CRLF and the USFWS and California Department of Fish and Wildlife shall be contacted immediately to determine the appropriate course of action.
- All development activities occurring within/adjacent to aquatic habitats (including riparian habitats and wetlands) shall be completed between April 1 and October 31 to avoid impacts to CRLF.

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- If construction must occur between November 1 and March 31, the qualified biologist shall conduct a pre-activity clearance sweep within 48 hours prior to start of project activities after any rain events of 0.1 inch or greater or if wet conditions are present on-site.
- The number of access routes, size of staging areas, excavation areas, and the total area of activity shall be limited to the minimum necessary.
- During project activities, all trash that may attract predators shall be properly contained, removed from the work site, and disposed of regularly. Following construction, all trash and construction debris shall be removed from work areas.
- If any life stage of the CRLF is found and these individuals are likely to be killed or injured by work activities, all work activities that could pose a risk of take to the individual shall stop until the individual has left the site. No individuals shall be relocated without USFWS authorization.
- All sightings of CRLF shall be reported to the California Natural Diversity Database.

BIO-8 Drainage Mitigation

Temporary Impacts to the drainage shall be mitigated at a minimum ratio of 1:1 (acres of habitat restored to acres impacted). Upon final design, a CAWD-approved biologist shall determine the final impacts to wetlands and the subsequent amount of acreage needed for restoration for the project. Restoration shall occur on the project, and the site shall be fully restored to pre-project conditions. Restoration shall include replanting through hydroseeding with native plants.

4 Conclusion

As discussed in Section 3, *Impact Analysis*, there are no new or substantially more severe impacts associated with the modified project than those identified and mitigated for in the adopted IS-MND. Mitigation measures included in the adopted IS-MND, as well as new mitigation measures introduced in this addendum, are required to be implemented as part of the modified project. Further, the proposed project modifications would not result in a new significant environmental effect, or a substantial increase in the severity of previously identified effects, as the existing, modified, and additional mitigation measures would ensure all impacts are less than significant. This conclusion is consistent with the conclusions of the adopted IS-MND. Therefore, a Subsequent IS-MND is not necessary because no new impacts or impacts of substantially greater severity than previously described would occur as a result of the modified project. Therefore, the following determinations have been made:

- No further evaluation of environmental impacts is required for the modified project;
- No Subsequent IS-MND is necessary per *CEQA Guidelines* Section 15162; and
- This addendum is the appropriate level of environmental analysis and documentation for the proposed project in accordance with *CEQA Guidelines* Section 15164.

Pursuant to *CEQA Guidelines* Section 15164(c), this addendum will be included in the public record for the adopted IS-MND. Documents related to this addendum will be available on CAWD's website at <https://www.cawd.org/ceqa-notices>.

5 References and Preparers

- California Department of Conservation. 2016. California Important Farmland Finder. <https://maps.conservation.ca.gov/DLRP/CIFF/> (accessed June 2022).
- _____. 2020a. CGS Seismic Hazards Program: Liquefaction Zones. <https://maps-cnra-cadoc.opendata.arcgis.com/datasets/cadoc::cgs-seismic-hazards-program-liquefaction-zones/explore?location=36.301586%2C-119.015387%2C7.87> (accessed July 2022).
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- _____. 2022b. List of “active” CDO and CAO from Water Board. <https://calepa.ca.gov/sitecleanup/corteselist/> (accessed July 2022).
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- Carmel Area Wastewater District. 2020. Carmel Valley Manor Sewer Main Extension Initial Study – Mitigated Negative Declaration. August 2020. https://www.cawd.org/files/0f03d4411/Final+Carmel+Valley+Sewer+Extension+ISMND_Aug2020.pdf
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_____. 2022b. National Wetlands Inventory (NWI) Wetlands mapper. Available at: <https://www.fws.gov/wetlands/data/mapper.html> (Accessed July 2022).

United States Geological Survey. 2022. Mineral Resources Online Spatial Data. <https://mrdata.usgs.gov/general/map-us.html#home> (accessed July 2022).

List of Preparers

This addendum was prepared by Rincon Consultants, Inc. under contract to MNS Engineers, Inc. Persons and firms involved in data gathering, analysis, project management, and quality control include:

RINCON CONSULTANTS, INC.

Megan Jones, MPP, Principal
Aileen Mahoney, Senior Environmental Planner
Kayleigh Limbach, Environmental Planner
Theadora Fuerstenburg, Senior Archaeologist
Samantha Kehr, Senior Biologist
Isabelle Radis, GIS Analyst

RESOLUTION NO. 2022-59

RESOLUTION ADOPTING AN ADDENDUM TO THE ADOPTED INITIAL STUDY
MITIGATED NEGATIVE DECLARATION FOR THE CARMEL VALLEY MANOR
SEWER EXTENSION PROJECT # 19-08

-oOo-

WHEREAS, the Carmel Valley Manor staff have added parcels to the alignment of the Carmel Valley Manor Sewer Extension project (Project) to include additional parcels; and

WHEREAS, the District previously adopted an Initial Study/Mitigated Negative Declaration for the Project on September 24, 2020; and

WHEREAS, the District has prepared an Addendum to the previously adopted Initial Study/Mitigated Negative Declaration which analyzes the impacts of the modification to the Project that include the proposed alignment from Carmel Valley Road at Cyprus Lane southwest through various properties prior to reaching the proposed pump station located at Valley Greens Drive near Lake Drive; and

WHEREAS, the District has determined that none of the circumstances identified in the State of California Environmental Quality Act (CEQA) Guidelines Section 15162 have arisen and that the Addendum is appropriate; and

WHEREAS, pursuant to State CEQA Guidelines Section 15164(c), the Addendum is not required to be circulated for public review.

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

1. That the Board has reviewed and considered the Addendum and based on the review, find that the Addendum contains a complete, objective and accurate reporting of the potential impacts of the proposed access location.

2. That the Board finds that the Addendum has been completed in compliance with CEQA.

3. That the Board hereby approves and adopts the Addendum to the Adopted Initial Study/Mitigated Negative Declaration for the Project and confirm that all the mitigation measures previously imposed as part of the District's September 24, 2020 approval remain fully applicable to the modifications to the Project.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on September 29, 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: Rachél Lather, Principal Engineer
Date: September 29, 2022
Subject: Acceptance of Easements and Approval of Sewer Installation Agreement Carmel Valley Manor Sewer Extension Project #19-08



RECOMMENDATION

It is recommended the Board of Directors:

1. Adopt Resolution 2022-60 approving the sewer installation agreement with Northern California Congregational Retirement Homes, Inc. a California nonprofit corporation Doing Business as (DBA) Carmel Valley Manor (“CVM”) to construct sewer improvements and connect to the District’s sewer system;
2. Adopt Resolution 2022-61 approving easement agreements with CVM for the sewer improvements to be constructed and authorizing the General Manager to sign the agreements in substantially the form presented, subject to such modifications as are necessary, and as are approved by the General Manger, the District Engineer and the District’s legal counsel.

DISCUSSION

CVM has completed permitting and design of the Sewer Extension Project. The District’s Principal Engineer has reviewed and approved the project plans and Monterey Peninsula Engineering is in the process of being awarded the construction contract. In order to move forward with construction of facilities that will be accepted in the future by the District, CVM needs to provide easements for the facilities to the District and sign a sewer installation agreement with the District.

The Principal Engineer, General Manager and the District’s attorney have been working with CVM for the past few years in order to provide the easement and sewer installation agreements needed for the sewer facilities to ultimately be accepted for operation and maintenance by the District. Attachment 1 is a drawing of the facilities to be constructed and later accepted by the District.

The Sewer Installation Agreement (Attachment 2) summarizes the work to be done, insurance requirements and what is required for the District to accept the constructed

sewer improvements. As part of this agreement, any District costs due to construction inspections and meeting are required to be reimbursed and a deposit of \$10,000 will be provided by CVM. Easement deeds from Quail, Wolter Farm Development, LLC, Nile Estep, and Cañada Woods, LLC have been negotiated by CVM for the pump station site and pipeline alignments through the affected properties and are Exhibits to the Sewer Installation agreement.

The easement agreement between CAWD, CVM and Quail Lodge, Inc., a California corporation, formerly known as Green Meadows, Inc., (“Quail”) has been finalized and is included as (Attachment 3) to this staff report.

In order to move forward with the construction of the CVM sewer improvements it is required that the Board adopt resolutions 2022-60 and 2022-61 approving the sewer installation agreement and the access pump lot and pipeline easement agreement. The attached agreements will be signed after the Board approval of the basic form of the agreements. Minor details are being negotiated and will be subject to review by the Principal Engineer and legal counsel.

FUNDING: CVM is funding the project and the District’s costs for inspections of the construction.

ATTACHMENTS:

1. Plans showing future CAWD Facilities and Pipelines
2. Sewer Installation Agreement between CVM and Carmel Area Wastewater District
3. Access Pump Lot and Pipeline Easement Agreement
4. Resolution 2022-60 Approving Sewer Installation Agreement with CVM
5. Resolution 2022-61 Approving the Easement Agreement with CVM

BASIS OF BEARINGS AND ELEVATIONS

ALL DISTANCES, BEARINGS, AND COORDINATES ARE BASED ON ZONE 5 OF THE CALIFORNIA COORDINATE SYSTEM (CCS), NAD83 (2011), EPOCH 2017.50. THE HORIZONTAL ADJUSTMENT WAS PERFORMED BY UTILIZING 3 CONTINUOUS GLOBAL POSITIONING SYSTEM (CGPS) STATIONS TO ESTABLISH HORIZONTAL COORDINATE VALUES. THE PUBLISHED VALUES FOR THESE CGPS STATIONS WERE PROVIDED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC). THE MEASURED DISTANCES FOR THE PROJECT ARE GROUND DISTANCES. GROUND DISTANCES WERE OBTAINED BY DIVIDING THE GRID DISTANCES USING THE COMBINED FACTOR OF 0.9999423854 CALCULATED AT CONTROL POINT 20.

ELEVATIONS ARE BASED ON THE PUBLISHED BENCHMARK PROVIDED BY NATIONAL GEODETIC SURVEY (NGS) ON THE NAVD88 VERTICAL DATUM. BM PID GU2079, DESIGNATION U 703 RESET, ELEV. = 96.27' (CONTROL POINT 703), DESCRIPTION: DISK IN CONCRETE ABOUT 1.1 MILES EAST ALONG CARMEL VALLEY ROAD FROM THE JUNCTION WITH STATE HIGHWAY 1 AT CARMEL, 36 FEET SOUTH OF THE CENTER OF HIGHWAY, 2.0 FEET NORTH OF A FENCE LINE, AND ABOUT 24.0 FEET NORTH OF THE NORTHERN MOST EDGE OF A PARKING FACILITY AREA FOR A GOLF COURSE, 10.0 FEET EAST OF WITNESS POST.

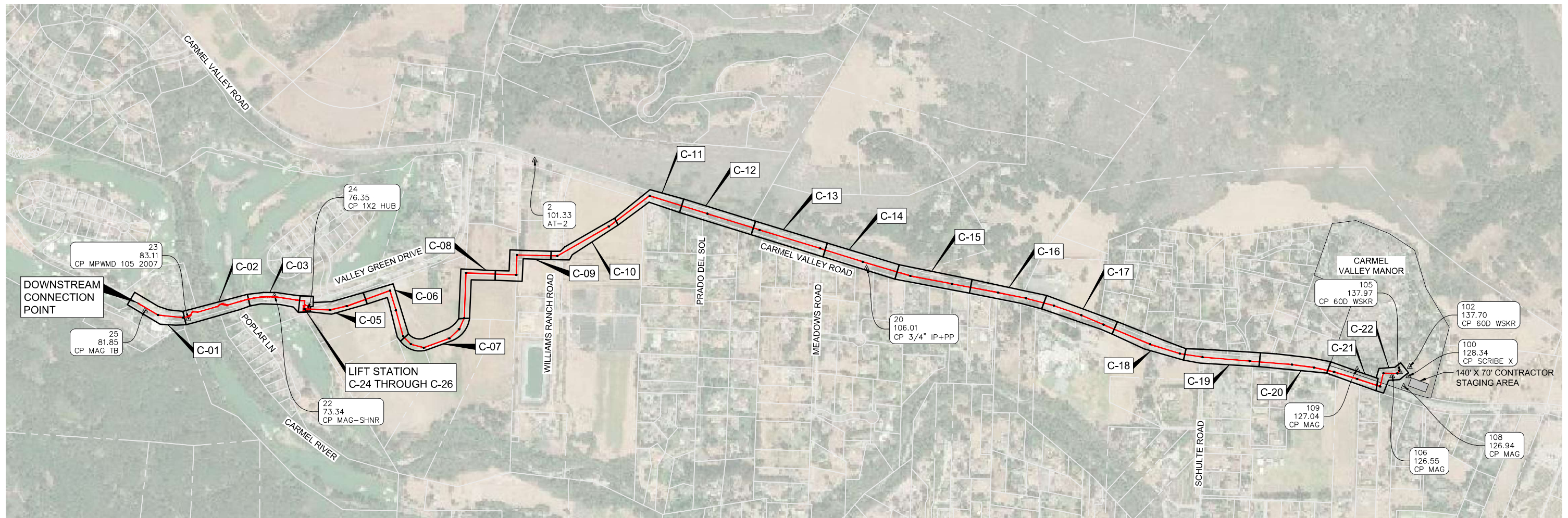
**LOCAL HORIZONTAL AND VERTICAL CONTROL MONUMENTS
(U.S. SURVEY FEET)**

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
2	2089888.2800	5724777.9100	101.33	AT-2 MAG NL/SHNR
20	2089026.1100	5727428.4900	106.01	CP 3/4" IP+PP
22	2088804.1900	5722700.1500	73.34	CP MAG NL/SHNR
23	2088623.5400	5722012.4700	83.11	CP MPWMD 105 2007
24	2088699.6000	5722969.2400	76.35	CP 1X2 HUB
25	2088689.5000	5721666.9400	81.85	CP MAG TB
100	2088163.8700	5731757.1700	128.34	CP SCRIBE X
102	2088239.5500	5731768.1100	137.70	CP 60D WSKR
105	2088197.4600	5731689.2700	137.97	CP 60D NL/WSKR
106	2088163.7800	5731628.3800	126.55	CP MAG NL
108	2088081.3700	5731720.4700	126.94	CP MAG NL
109	2088218.9700	5731348.1300	127.04	CP MAG NL
703	2093220.8200	5713224.0100	96.27	BM U 703 RESET (GU2079)

GENERAL NOTES (CONT'D)

- 21. PROTECTION OF ANY EXISTING SURVEY MONUMENTS IS REQUIRED, PRESERVE IN FULL COMPLIANCE WITH CALIFORNIA BUSINESS AND PROFESSIONS CODE, CHAPTER 15, SECTION 8771 AT NO ADDITIONAL COST TO THE OWNER.
- 22. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FOLLOW ALL OSHA REQUIREMENTS FOR TRENCHING IN CARMEL VALLEY ROAD AND VALLEY GREENS DRIVE. WORK SHALL BE LIMITED TO WITHIN THE TRAFFIC CONTROL LIMITS. CONTRACTOR SHALL FOLLOW REQUIREMENTS OF COUNTY OF MONTEREY RIGHT-OF-WAY PERMIT AT ALL TIMES.

Attachment #1



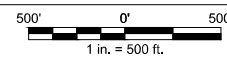
DIAL TOLL FREE
811
AT LEAST TWO DAYS
BEFORE YOU DIG



Know what's below.
Call before you dig.

UNDERGROUND SERVICE ALERT (USA) OF NORTHERN CALIFORNIA

SITE LAYOUT PLAN



REV	DATE	BY	DESCRIPTION
1	8/12/22	JD	DESIGN REVISION 1

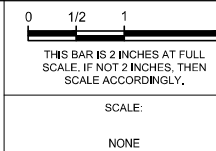


811 El Capitan Way, Suite 130
San Luis Obispo, CA 93401
Phone: 805-787-0326
www.mnsengineers.com

DESIGNED: NAB
DRAWN: JAD
CHECKED: NEP/TNH

NICHOLAS E. PANOFSKY
PROJECT ENGINEER
R.C.E. 75006 EXP. 12-31-2023

08/12/2022
DATE



SCALE:
NONE

CARMEL VALLEY MANOR SEWER EXTENSION
CARMEL VALLEY MANOR

**SITE LAYOUT PLAN, BASIS OF BEARINGS,
GENERAL NOTES CONT'D.**

PROJECT NUMBER
CARVM.190061

DRAWING NUMBER
G-03

SHEET NUMBER
3 OF **64**

SEWER INSTALLATION AGREEMENT

Between

CARMEL VALLEY MANOR AND CARMEL AREA WASTEWATER DISTRICT

September 29, 2022

THIS AGREEMENT, by and between CARMEL VALLEY MANOR, a California nonprofit public benefit corporation (“CVM”); and the CARMEL AREA WASTEWATER DISTRICT, a California sanitary district (“the DISTRICT”), is made with reference to the following:

A. CVM desires to connect to the DISTRICT’s wastewater treatment facility in Carmel, California;

B. The proposed connection will require the installation of an extension of the existing sewer line to CVM’s property in Carmel Valley, California, known as the Carmel Valley Manor Sewer Extension (“the Extension”), described and depicted on the site plan attached as Exhibit A;

C. CVM is willing to construct and fully pay all costs of installation of the Extension, in consideration of the DISTRICT accepting title ownership, and possession of the Extension, and, once such acceptance is made, and the DISTRICT agreeing to pay all the costs of maintenance, repair and replacement of the Extension;

D. The DISTRICT Board has, on March 25, 2021, passed and adopted an ordinance (“the Ordinance”), District Ordinance No. 2021-01 entitled “Regulations Governing Reimbursement For Required Sewer Capacity Exceeding The Needs Attributable To A Project. The Policy is titled Reimbursement Fees, Excess Sewer Capacity,” providing for the reimbursement, to private installers of sewer facilities excess in size required by installers, from subsequent additional connectors, under the provisions, terms and conditions specified in the Ordinance for the costs incurred by installers in the design, engineering and construction of the Extension, including any and all permit fees paid by installers, said Ordinance being applicable to CVM and therefore qualifying CVM to apply pursuant to the Ordinance, and to receive approval, for reimbursement subject to terms of the Ordinance. A Reimbursement Fee has been calculated and provided in the Access, Pump Lot and Pipeline Easement Agreement, as well as, attached hereto;

E. CVM, through its independent contractor MNS Engineers, Inc. a California corporation (“MNS”) has submitted construction plans and specifications for the installation of the Extension, which plans and specifications have been approved by the DISTRICT’s Engineer;

F. CVM is in the process of engaging the services of a construction manager (“CONSTRUCTION MANAGER”) to act as construction manager in connection with the construction of the Extension;

G. Upon CAWD and CVM obtaining all necessary permits for the construction of the Extension, CVM shall commence construction of the Extension, and shall have entered into an agreement with a general contractor (“GENERAL CONTRACTOR”) for the construction of the Extension;

H. It is anticipated by the parties hereto that the Extension will be built and completed in accordance with the plans and specifications for the Extension which have been approved by the DISTRICT’s Engineer.

I. In part, the Extension will be constructed on private property owned by Quail Lodge, Inc., (“Quail”), Wolter Farms LLC, Niel Estep, and Cañada Woods LLC necessitating an easement granted by “each entity” to CAWD to facilitate construction by CVM and permanent maintenance by CAWD of CAWD facilities placed on “the three entity’s” property.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, and with the acknowledgement and agreement that all recitals A-I above shall be and are incorporated in this Agreement as part of its terms, it is agreed as follows:

1. CONSTRUCTION OF IMPROVEMENTS. CVM, through GENERAL CONTRACTOR, shall at its own expense, construct the Extension in accordance with the plans and specifications approved by the DISTRICT.

2. INDEMNIFICATION. CVM shall to the full extent permitted by law exonerate, indemnify, and immediately defend (with independent counsel reasonably acceptable to the DISTRICT), and hold harmless the DISTRICT, including without limitation, the DISTRICT’s officers, agents, employees and volunteers (collectively “Indemnified Parties” or in the singular “Indemnified Party”) from and against:

(a) Any and all claims, demands, losses, damages, penalties, fines, judgments, associated investigations and administrative expense, and defense costs, including without limitation reasonable attorney’s fees, court costs, expert witness fees and costs of alternate dispute resolution, or liability of any kind or nature which the DISTRICT may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property where same arise out of or are in any manner connected with performance (including without limitation the CONSTRUCTION described at Section 1 hereof) of this Agreement by CVM, its officers, agents, employees, contractors, subcontractors, or volunteers, including any such claims as may be asserted by Quail against the DISTRICT under the provisions of that certain Easement Agreement between Quail and the DISTRICT. The duty to defend is a separate and distinct obligation from CVM’s duty to indemnify and CVM shall be obligated to defend in all legal, equitable, administrative or special proceedings upon tender to CVM of any claim in any form or at any stage of an action or proceeding, whether or not liability is established, and the obligation extends through final judgment including the exhaustion of any appeals. CVM’s obligation to indemnify applies unless it is finally determined that the liability was caused by the negligence or willful misconduct of an Indemnified Party, wherein the obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

(b) The provisions of this Section are not limited by the provisions herein relating to insurance, including without limitation, the provisions of any workers' compensation act or similar act. CVM waives its statutory immunity under such statutes or laws as to the DISTRICT, its employees and officials. An allegation or determination of negligence or willful misconduct by an Indemnified Party does not relieve CVM from its separate and distinct obligation to defend the DISTRICT, subject, however, to the right to offset or reduce such duty to defend or indemnify as herein provided.

(c) CVM shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every contractor, subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of CVM in the performance (including without limitation the CONSTRUCTION described as Section 1 hereof) or subject matter of this Agreement. In the event CVM fails to obtain such indemnity obligations from others as required here, CVM agrees to be fully responsible according to the terms of this section irrespective of the identity of the party, person, or entity at fault.

(d) Failure of the DISTRICT to monitor compliance with any of the requirements of this Section 2 imposes no additional obligations on the DISTRICT and in no way acts as a waiver of any rights hereunder.

3. INSURANCE. For the full term of this Agreement (and any extensions thereof) CVM shall obtain for itself, and shall require of GENERAL CONTRACTOR and every other contractor, subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of CVM in the performance of the subject matter of this Agreement, to obtain and maintain, all without cost or expense to the DISTRICT, at a minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects DISTRICT, and any insurance or self-insurance maintained by the DISTRICT shall be considered in excess of insurance coverage maintained by GENERAL CONTRACTOR and shall not contribute to it. If any person or entity required hereby to obtain and maintain insurance carries insurance with coverage limits in an amount greater than the minimum amount required by the DISTRICT for this Agreement, that greater amount shall become the minimum required coverage limit for purposes of this Agreement. Therefore, CVM hereby acknowledges and agrees, and shall require that all persons and entities required hereby to obtain and maintain insurance, that any and all insurance required hereunder shall be deemed liability coverage for any and all actions it performs in connection with this Agreement.

CVM shall for itself and all persons and entities required hereby to obtain and maintain insurance, provide to the DISTRICT or cause to be provided to the DISTRICT on or before the commencement of performance of this Agreement, proof of insurance in a form acceptable to the DISTRICT for all required coverages. All such proof shall be delivered or sent to:

CARMEL AREA WASTEWATER DISTRICT
ATTENTION: DISTRICT ENGINEER
3945 RIO ROAD
CARMEL, CA 93922

(a) Types of Insurance and Minimum Limits

(i) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall be required.

(ii) Vehicles used in the performance of this Agreement by CVM or any persons or entities required above in this Section to obtain and maintain insurance, including owned, non-owned (*e.g.*, owned by CVM or said persons' or entities' employees), leased or hired vehicles, in the minimum amount of \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.

(iii) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$3,000,000.00 combined single limit, including coverage for: bodily injury, personal injury, broad form property damage, contractual liability, and cross-liability.

(b) Other Insurance Provisions

If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, the required coverage shall be maintained for a period of three (3) years after this Agreement has been fully performed (hereinafter "post Agreement coverage"). Required post Agreement coverage may be maintained by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding one hundred percent (100%) of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post Agreement coverage shall be deemed to be reasonable.

(i) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The Carmel Area Wastewater District, its officials, employees, agents, and volunteers are added as an additional insured as respects the operations and activities of, and on behalf of, the named insured's performance under its agreement with the Carmel Area Wastewater District. No insurance Coverages described herein shall exclude claims against CVM or any other above-described persons or entities required to obtain and maintain insurance, by the DISTRICT on grounds that the DISTRICT is named an additional insured."

(ii) All required insurance policies shall be endorsed to contain the following clause: "This insurance shall not be cancelled, reduced or modified until and unless thirty (30) days prior written notice has been given to:

**"CARMEL AREA WASTEWATER DISTRICT
ATTENTION: DISTRICT ENGINEER
3945 RIO ROAD
CARMEL, CA 93922"**

4. EQUAL EMPLOYMENT OPPORTUNITY. CVM, unless excused in writing by the DISTRICT, shall require for itself, and shall obtain promises by written agreements that GENERAL CONTRACTOR and every other contractor, subcontractor, sub-tier contractor, or any other person or entity involved by, for with or on behalf of CVM in the performance of the subject matter of this Agreement agrees as follows that:

(a) They shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical handicap or disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40), veteran status, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; (including apprenticeship), employment, upgrading, demotion, or transfer. They shall post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

(b) If they employ fifteen (15) or more employees, the following requirements shall be included in their agreements.

(c) They shall, in all solicitations or advertisements for employees placed, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical handicap or disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40), veteran status, or any other non-merit factor unrelated to job duties. In addition, they shall make a good faith effort to consider Minority/Women/Disabled-Owned Business Enterprises in solicitation of goods and services.

(d) They shall furnish CVM and the DISTRICT's Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, handicap or disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled- Owned Business Enterprises.

5. FEES. CVM has deposited \$10,000 in a trust fund with the DISTRICT for inspection costs.

6. TIME OF COMPLETION. The construction work shall be completed within _____ () working days from date work begins and shall be completed no later than _____ from date of execution. This Agreement shall be void unless work is initiated within ninety (90) days of the DISTRICT's issuance of its permit to start work.

7. EASEMENTS. CVM agrees to obtain for the DISTRICT an easement from Quail, Wolters Farm LLC, Nile Estep, and Cañada Woods LLC in the form attached hereto as Exhibits B-E for the purpose of installing, maintaining, repairing or replacing that planned pump station and sewer lines leading to and from the pump station, all in accordance with the approved plans for the Extension.

8. CONSENT TO ACCESS. During the course of construction of the Extension, the DISTRICT consents to CVM, GENERAL CONTRACTOR, CONSTRUCTION MANAGER and any of said entities' duly authorized representatives, including, but not limited to, any subcontractor or independent contractor which is engaged in the installation of the Extension, having access to any property owned or controlled by the DISTRICT, including the pump station easement and the pipeline easement from Quail to the extent necessary and for the purpose of carrying out the purposes of this Agreement and for the installation of the Extension.

9. ACCEPTANCE OF SEWERS. The DISTRICT, for and in consideration of the execution of this Agreement and fulfillment by CVM of the terms set forth herein, agrees to accept full ownership and possession of and to undertake all maintenance, upkeep, repair and replacement of, the sewer system, including all underground piping, pump stations and other facilities constituting or encompassed in the Extension excepting sewer laterals. Acceptance of full ownership and possession is contingent on DISTRICT, by and through its Engineer, approving the Project as built based on inspections to be conducted by a third party engineer and/or by CAWD.

10. PERMITS AND GOVERNMENTAL APPROVALS. CVM shall, at its sole cost and expense, diligently take all steps necessary to obtain any and all necessary administrative approvals and permits required for the construction and installation of the Extension. The DISTRICT shall cooperate with CVM in any applications and administrative proceedings required to obtain such approvals and permits.

11. REIMBURSEMENT OF COSTS. As described in Recital D, pursuant to the Ordinance. DISTRICT shall carefully calibrate and determine the reimbursement fees it charges to future users in a manner consistent with the Ordinance which provides the highest likelihood that CVM will be reimbursed to the fullest extent possible for CVM's costs and expenses in the design, engineering and construction of the Extension, including without limitation any and all permit fees paid by CVM. Currently the reimbursement fee per connection is \$13,736.56 per equivalent dwelling unit, as set forth in Exhibit F based on the total anticipated future connections from the properties with the Assessor Parcel Numbers shown on Exhibit G.

12. NOTICES. All notices to the parties, provided for or permitted under this Agreement or by law, must be in writing and shall be deemed duly served when personally delivered to the other party. In lieu of personal service, notices shall be deemed duly served on a party when deposited in the United States mail, certified postage prepaid, addressed to such party as set forth below or at such other place as may from time to time be specified in a notice given pursuant to this paragraph as the address for service of notice on such party:

If to CVM:

Carmel Valley Manor
Attn: Jay Zimmer and
John Haupt
8545 Carmel Valley Road
Carmel, CA 93921
Telephone: (831) 626-4707

E-mail: jzimmer@cvmanor.com

With a copy to:

Stephen W. Pearson, Esq.
Christine Kemp, Esq.
NOLAND, HAMERLY, ETIENNE & HOSS
P.O. Box 2510
Salinas, CA 93902-2510
Telephone: (831) 424-1414
E-mail: spearson@nheh.com; ckemp@nheh.com

If to DISTRICT:

Carmel Area Wastewater District
Rachél Lather, District Engineer
P.O. Box 221428
Carmel, CA 93922
Telephone: (831) 624-1248
E-mail: lather@cawd.org

With a copy to:

Robert Wellington, Esq.
P.O. Box 4523
Carmel, CA 93921
Telephone: (831) 915-7307
E-mail: rob@wellingtonlaw.com

13. BINDING EFFECT. This Agreement shall be binding upon each party and their respective successors in interest and assigns.

14. CONTROLLING LAW. This Agreement has been negotiated, drafted and executed in Monterey County, California. The parties agree that this Agreement and the rights and remedies of the parties hereunder shall be governed by California law. Each party consents to the exclusive jurisdiction of the Superior Court of California in and for the County of Monterey with respect to any dispute which is not otherwise resolved as herein provided and for the enforcement hereof.

15. COUNTERPARTS. This Agreement may be executed in a number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

16. COMPLETE AGREEMENT. This instrument, any attached exhibits, and the documents expressly described or referred to in the Agreement constitute all of the understandings and agreements existing between the parties concerning this Agreement and the rights, interest,

understandings, agreements and obligations created by this Agreement. Any prior discussions or documents relating to this Agreement and the subject matter hereof are fully and completely integrated herein, and no such prior discussion or document outside of this Agreement shall be considered or used in any way to interpret any provision of this Agreement.

17. SEVERABILITY. If any one or more of the provisions contained in this Agreement is held by a court of competent jurisdiction (or by an arbitrator who adjudicates any dispute or interprets this Agreement) for any reason to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability of any such provision shall not affect any other provisions hereof, and this Agreement shall be construed as if it did not contain any invalid, illegal or unenforceable provision.

18. AMENDMENTS. The exclusive method to change or modify this Agreement shall be by a written amendment to this Agreement, signed by the parties, and shall be effective from the date specified in such amendment unless the parties agree to another effective date of amendment in such writing. No oral agreement conflicting in any manner with the terms hereof shall be effective, whether or not partially performed, unless and until embodied in such an amendment to this Agreement and signed by the parties to this Agreement.

19. NUMBER; GENDER. Whenever appropriate in this Agreement, terms in the singular form shall include the plural (and vice versa) and any gender form shall include all others.

20. HEADINGS. Section headings in this Agreement are for the convenience of the parties only and do not form a part of this Agreement, nor should such headings be used to interpret any provision of this Agreement.

21. REMEDIES. All rights and remedies of any party under this Agreement or under applicable law shall be separate and cumulative, and no right or remedy, whether or not exercised, shall preclude a party from exercising any other right or remedy.

22. PREPARATION OF AGREEMENT. The parties acknowledge that the law offices of Noland, Hamerly, Etienne & Hoss, a professional corporation ("NHEH"), has prepared this Agreement on behalf of CVM; and that NHEH has not provided legal representation or given legal advice to the DISTRICT in connection with negotiating, drafting or executing this Agreement. Each party to this Agreement acknowledges that it has been given a reasonable opportunity to obtain independent legal advice in connection with its negotiation, drafting and executing of this Agreement.

23. TIME OF THE ESSENCE. Time is of the essence of this Agreement and failure to comply strictly with this provision and the time periods specified herein (unless waived or extended by written agreement) shall be a material breach of this Agreement.

24. CUMULATIVE RIGHTS. All rights and remedies of any party under this Agreement or under applicable law shall be separate and cumulative, and no right or remedy, whether or not exercised, shall preclude a party from exercising any other right or remedy it may have.

25. INTERPRETATION/CONSTRUCTION OF AGREEMENT. The parties acknowledge that this Agreement was drafted after negotiations between the parties. The parties agree that any ambiguities or uncertainties shall be resolved by giving effect to the ascertained intent of the parties pursuant to California Civil Code section 1654 without any presumption against either party.

26. AUTHORITY. The individuals signing the Agreement on behalf of the DISTRICT and CVM represent, covenant and warrant that they have the full and absolute authority and ability to bind the respective organizations on whose behalf they are signing and that no other parties must execute this Agreement to make it effective as to those parties. Each party that is a corporation, limited liability company, limited partnership, partnership, association or similar type entity, represents and warrants to the other party that it is in good standing in its State of incorporation or organization, and that it is qualified to conduct business in the State of California.

27. ATTORNEYS' FEES AND COSTS. Each party shall bear its own attorneys' fees and costs incurred through the Effective Date, as well as all costs of preparing, negotiating and executing this Agreement. If any action is necessary to enforce or interpret the provisions of this Agreement, the judge hearing such action shall be empowered to award attorneys' fees, including expert witness fees and costs, to the prevailing party. For purposes of this Agreement, "costs" shall not be defined as narrowly as they are in Code of Civil Procedure section 1033.5, but shall include all reasonable expenditures necessary to this action.

28. ALTERNATE DISPUTE RESOLUTION. Any dispute arising out of or relating to this Agreement, or the making, performance or interpretation thereof, shall first be submitted to mediation in Monterey County, California, before a neutral mediator to be selected by the parties. If the parties cannot agree on a mediator, then counsel for the parties shall select a mediator from the panel maintained by the Judicial Arbitration and Mediation Service ("JAMS") in San Jose, California. If counsel cannot agree on a mediator, then the mediator shall be selected by JAMS in accordance with the JAMS Rules then in effect.

The mediation fee shall be divided equally between the parties involved. Mediation shall be commenced not later than sixty (60) business days after one party gives the other party written demand to mediate.

If any party to this Agreement refuses to submit a dispute to mediation after written demand having been given by the other party, then the failure or refusal to submit to mediation shall be taken into consideration by the arbitrator hereafter designated in determining whether the party failing or refusing to mediate should be awarded any costs or attorneys' fees by the arbitrator, it being agreed by the parties that a party's failure or refusal to participate in mediation would cause both parties unnecessarily to incur costs and attorneys' fees in the resolution of any dispute.

In the event the dispute is not resolved by mediation, or in the event that a party fails or refuses to participate in mediation, the dispute shall be referred to neutral, binding arbitration before a single arbitrator as provided in this paragraph. In the event a dispute is referred to arbitration, the parties shall select a mutually agreeable arbitrator. If the parties do not agree on an arbitrator within twenty (20) business days after a request to arbitrate is given by a party, then the arbitrator shall be a retired appellate justice, or a retired Federal Court or retired California

Appellate Court or Superior Court judge or a licensed attorney having not less than ten (10) years' practice in business or commercial law selected from the JAMS San Jose Office in accordance with the JAMS Rules then in effect. All arbitration proceedings shall be conducted in Monterey County, California, unless otherwise agreed by the parties in writing. The arbitrator must follow California law in reaching their decision, and the failure to do so is grounds for setting aside any arbitration award.

The decision of the arbitrator shall be binding upon the parties and shall include a written statement of facts and the legal basis for the arbitrator's decision. The decision shall not be final until the written decision is delivered to the parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Except as expressly provided herein, the arbitration shall be conducted in accordance with California Code of Civil Procedure sections 1280, et seq. Notwithstanding anything in this paragraph to the contrary, either party may seek from a court any provisional or interim relief that is necessary or appropriate to protect the rights or property of that party, pending the establishment of the arbitrator's final determination and shall not thereby waive the right to require any dispute hereunder to be resolved by binding arbitration.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____, 2022.

CARMEL VALLEY MANOR, a California
nonprofit public benefit corporation

CARMEL AREA WASTEWATER
DISTRICT

By: _____

By: _____

—

—

Barbara Buikema, General Manager

Print Name: Jay A. Zimmer

Title: President and CEO

APPROVED AS TO FORM:

—
District Counsel

EXHIBIT LIST

EXHIBIT A	Site Plan: Extension of Existing Sewer Line
EXHIBIT B	Easement from Quail
EXHIBIT C	Easement from Wolters Farm, LLC
EXHIBIT D	Easement from Nile Estep
EXHIBIT E	Easement from Cañada Woods, LLC
EXHIBIT F	Equivalent Dwelling Unit Calculation
EXHIBIT G	List of anticipated future connections - Assessor Parcel Numbers

DRAFT

BASIS OF BEARINGS AND ELEVATIONS

ALL DISTANCES, BEARINGS, AND COORDINATES ARE BASED ON ZONE 5 OF THE CALIFORNIA COORDINATE SYSTEM (CCS), NAD83 (2011), EPOCH 2017.50. THE HORIZONTAL ADJUSTMENT WAS PERFORMED BY UTILIZING 3 CONTINUOUS GLOBAL POSITIONING SYSTEM (CGPS) STATIONS TO ESTABLISH HORIZONTAL COORDINATE VALUES. THE PUBLISHED VALUES FOR THESE CGPS STATIONS WERE PROVIDED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC). THE MEASURED DISTANCES FOR THE PROJECT ARE GROUND DISTANCES. GROUND DISTANCES WERE OBTAINED BY DIVIDING THE GRID DISTANCES USING THE COMBINED FACTOR OF 0.9999423854 CALCULATED AT CONTROL POINT 20.

ELEVATIONS ARE BASED ON THE PUBLISHED BENCHMARK PROVIDED BY NATIONAL GEODETIC SURVEY (NGS) ON THE NAVD88 VERTICAL DATUM. BM PID GU2079, DESIGNATION U 703 RESET, ELEV. = 96.27' (CONTROL POINT 703), DESCRIPTION: DISK IN CONCRETE ABOUT 1.1 MILES EAST ALONG CARMEL VALLEY ROAD FROM THE JUNCTION WITH STATE HIGHWAY 1 AT CARMEL, 36 FEET SOUTH OF THE CENTER OF HIGHWAY, 2.0 FEET NORTH OF A FENCE LINE, AND ABOUT 24.0 FEET NORTH OF THE NORTHERN MOST EDGE OF A PARKING FACILITY AREA FOR A GOLF COURSE, 10.0 FEET EAST OF WITNESS POST.

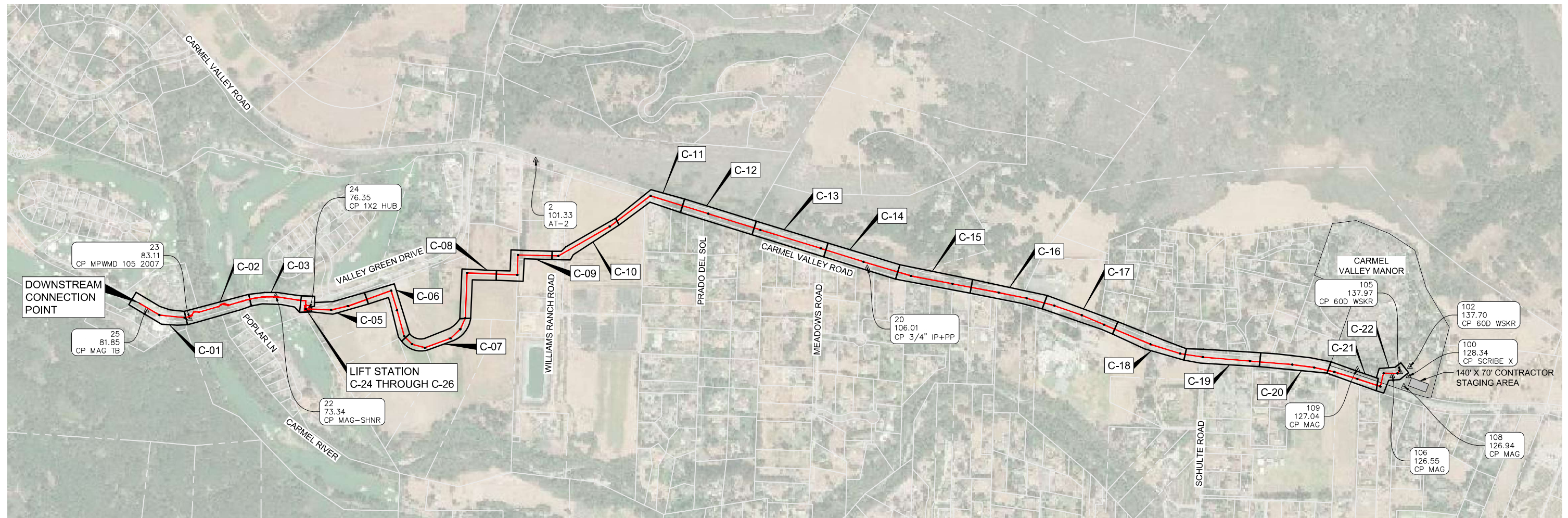
**LOCAL HORIZONTAL AND VERTICAL CONTROL MONUMENTS
(U.S. SURVEY FEET)**

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
2	2089888.2800	5724777.9100	101.33	AT-2 MAG NL/SHNR
20	2089026.1100	5727428.4900	106.01	CP 3/4" IP+PP
22	2088804.1900	5722700.1500	73.34	CP MAG NL/SHNR
23	2088623.5400	5722012.4700	83.11	CP MPWMD 105 2007
24	2088699.6000	5722969.2400	76.35	CP 1X2 HUB
25	2088689.5000	5721666.9400	81.85	CP MAG TB
100	2088163.8700	5731757.1700	128.34	CP SCRIBE X
102	2088239.5500	5731768.1100	137.70	CP 60D WSKR
105	2088197.4600	5731689.2700	137.97	CP 60D NL/WSKR
106	2088163.7800	5731628.3800	126.55	CP MAG NL
108	2088081.3700	5731720.4700	126.94	CP MAG NL
109	2088218.9700	5731348.1300	127.04	CP MAG NL
703	2093220.8200	5713224.0100	96.27	BM U 703 RESET (GU2079)

GENERAL NOTES (CONT'D)

- 21. PROTECTION OF ANY EXISTING SURVEY MONUMENTS IS REQUIRED, PRESERVE IN FULL COMPLIANCE WITH CALIFORNIA BUSINESS AND PROFESSIONS CODE, CHAPTER 15, SECTION 8771 AT NO ADDITIONAL COST TO THE OWNER.
- 22. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FOLLOW ALL OSHA REQUIREMENTS FOR TRENCHING IN CARMEL VALLEY ROAD AND VALLEY GREENS DRIVE. WORK SHALL BE LIMITED TO WITHIN THE TRAFFIC CONTROL LIMITS. CONTRACTOR SHALL FOLLOW REQUIREMENTS OF COUNTY OF MONTEREY RIGHT-OF-WAY PERMIT AT ALL TIMES.

Attachment #2-Exhibit A



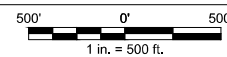
DIAL TOLL FREE
811
AT LEAST TWO DAYS
BEFORE YOU DIG



Know what's below.
Call before you dig.

UNDERGROUND SERVICE ALERT (USA) OF NORTHERN CALIFORNIA

SITE LAYOUT PLAN



REV	DATE	BY	DESCRIPTION
1	8/12/22	JD	DESIGN REVISION 1

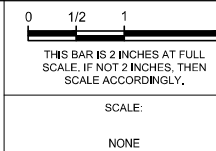


811 El Capitan Way, Suite 130
San Luis Obispo, CA 93401
Phone: 805-787-0326
www.mnsengineers.com

DESIGNED: NAB
DRAWN: JAD
CHECKED: NEP/TNH

NICHOLAS E. PANOFSKY
PROJECT ENGINEER
R.C.E. 75006 EXP. 12-31-2023

08/12/2022
DATE



SCALE:
NONE

CARMEL VALLEY MANOR SEWER EXTENSION
CARMEL VALLEY MANOR

**SITE LAYOUT PLAN, BASIS OF BEARINGS,
GENERAL NOTES CONT'D.**

PROJECT NUMBER
CARVM.190061

DRAWING NUMBER
G-03

SHEET NUMBER
3 OF **64**

Recording Requested by and
When Recorded, Return to

Attachment #2-Exhibit B

CARMEL AREA WASTEWATER DISTRICT
ATTENTION: DISTRICT ENGINEER
3945 RIO ROAD
CARMEL, CA 93922

APNs: 157-031-007; 157-031-015

EASEMENT DEED

Exempt from Recording Fees: Govt. Code 27383
Documentary Transfer Tax: \$0.00 (None due, R&T Code 11922,
conveyance to government entity)

QUAIL LODGE INC., a California corporation, formerly known as GREEN MEADOWS, INC., a California corporation (“Grantor”) hereby grants to the CARMEL AREA WASTEWATER DISTRICT, a California Sanitary District (“District”):

A. An exclusive pump station easement (“the Pump Station Easement”) on Grantor’s property, the area of which is more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, together with a right to excavate for, install, replace, repair, maintain and use a pump station (“the Pump Station”) as District shall from time to time elect, for conveying residential and commercial sewerage for delivery to District’s transmission facilities and regional treatment plant from commercial and residential real properties, together with necessary and proper valves and other appliances and fittings, and devices for controlling corrosion for use in connection with said pipeline, and such wires, cables, conduits, and other electrical conductors, appliances, radio antennas, pumps, fixtures and appurtenances, as District shall from time to time deem necessary for the operation, maintenance, repair and replacement of the Pump Station, together with adequate protection therefor.

B. An exclusive underground pipeline easement (“the Pipeline Easement”) and the right to excavate for, install, replace, repair, maintain and use such pipeline (“the Pipeline”) as District shall from time to time elect, for conveying residential and commercial sewage through the Pump Station, together with necessary and proper valves and other appurtenances, fittings, and devices for controlling corrosion, as District shall from time to time deem necessary, together with adequate protection therefor. The course and location of the Pipeline Easement is more particularly described in **Exhibit B**, attached hereto and incorporated herein by this reference.

C. The right of ingress to and egress from, over, and across Grantor's lands by means of existing paths or trails to access the Pump Station, the Pipeline, and construction activities relating to the Sewer Extension, all for purposes set out herein. The District shall not unreasonably interfere with Grantor's full use and enjoyment of Grantor's property.

1. Grantor's land over and on which the said easement and right-of-way are located are described in **Exhibit C** to this Easement Deed and comprises Monterey County APNs 157-031-007 and 157-031-015.

2. Grantor further grants to District:

(a) Subject to written consent of Grantor, the right from time to time to trim, to cut down and clear away or otherwise destroy any and all trees and brush now or hereafter on the Pump Station Lot and the Pipeline Easement and to trim and to cut down and clear away any trees near said Pump Station Lot which now or hereafter in the opinion of District may be a hazard to the installed facilities by reason of danger of falling thereon, or by reason of interference with District's rights hereunder. Provided, however, that all trees which District is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be property of Grantor, but all branches, brush, and refuse shall be removed, or chipped and scattered by District. District shall be solely responsible for the cost of such tree maintenance and shall be solely responsible for obtaining any and all necessary permits to proceed with such work.

(b) The right to alternate access to District's easement if Grantor, in the normal course of management of Grantor's lands, finds it necessary to reconfigure, divert or redirect access. Any cost incurred by District for reconfiguration, diversion or redirection for the convenience of Grantor shall be paid by Grantor.

3. District hereby covenants and agrees:

(a) Promptly and properly to compact and backfill any excavation made by it on the Pump Station Lot.

(b) To indemnify and hold harmless Grantor, its shareholders, directors, officers, employees, agents and contractors or Grantor's tenants or invitees on Grantor's lands described herein, against any and all claims, liability, losses and damages caused: (1) by the exercise of the rights herein granted to District, including the rights granted pursuant to section 2(a) above; (2) by any intentional or negligent act or omission of District; (3) by any intentional or negligent act of any contractor engaged by or on behalf of District to install, maintain, repair or replace the Pump Station or the underground pipeline; (4) by District's agents or employees acting in the course of their employment in connection with the exercise of the rights herein granted to District; provided, however, that Grantor's right of indemnification shall not extend to that portion of such liability, loss or damage caused by Grantor's comparative negligence or willful misconduct or by the comparative negligence or willful misconduct of Grantor's tenants, invitees, contractors, agents, directors, officers, shareholders or employees. In addition, the District shall be responsible for repairing any damage caused to Grantor's property in the course of the District's installation or maintenance of the Pump Station or Pipeline. Before beginning

any construction work, or any replacement of the Pump Station or the underground Pipeline, District, any contractor engaged by the District, or any contractor authorized by the District to perform work on the Pump Station or on the Pipeline, shall agree in writing to indemnify and hold Grantor harmless to the same extent as provided hereinabove, and at all times during the period of any work activity pursuant hereto. District and any such construction contractor(s) shall keep in full force and effect, at their sole expense, liability insurance in such form and amount as set out in **Exhibit D**, attached hereto and made a part hereof by this reference, consisting of (two) 2 pages and entitled "Insurance Requirements." Grantor shall be named as an additional insured on each such insurance policy. No insurance carried by Grantor shall be called upon to cover any loss for which District is responsible. Upon request of Grantor, District and any construction contractor engaged by District shall provide Grantor with proof of required coverage, prior to commencement of construction, repair work, or replacement of the Pump Station or the Pipeline, pursuant to the easement herein granted. Provided, however, District shall not be required to acquire commercial market insurance to cover its commitments set out in this subsection, which District may cover pursuant to its membership in a public entity risk sharing agency.

(c) To the extent applicable, pursuant to the provisions of that certain Sewer Installation Agreement by and between District and Carmel Valley Manor ("the Manor") dated _____, ("the Sewer Installation Agreement") the Manor has agreed to indemnify and hold District harmless from any claims, demands, losses, damages, penalties, fines, judgements, associated investigations and administrative expense and defense costs, including without limitation reasonable attorney's fees, court costs, expert witness fees and costs of alternate dispute resolution or liability of any kind or nature which District may sustain or incur or which may be imposed upon District connected the Manor's performance of the Sewer Installation Agreement, as more particularly provided in the Sewer Installation Agreement. Further provided, however, this subparagraph is not intended to broaden the Manor's obligations to District under the terms of the Sewer Installation Agreement, but merely to recite and refer to the provisions thereof with respect to the Manor's obligations to indemnify and hold District harmless as therein provided.

(d) To install and maintain any and all odor and noise proofing and screening installed pursuant to the provisions of the Sewer Installation Agreement.

4. Additional Reservations, Limitations, Other Provisions:

(a) Grantor will not interfere with District's full use and enjoyment of the rights hereby granted; provided, further, that Grantor shall not erect or construct any fencing or other structure, or drill or operate any well, or construct any reservoir or other obstruction within the underground pipeline easement or diminish to within a minimum of five feet (5') of ground cover over the pipeline, or add to for a total of more than ten feet (10') of ground cover over the pipeline, or construct any fences that will interfere with the maintenance and operation of District's facilities, all as shown in Exhibits A and B attached hereto and incorporated herein by this reference without the written consent of the District first had and obtained, which consent shall not be unreasonably withheld by the District.

(b) This Easement Deed shall only be recorded after the approval of the installation of the Pump Station and the Pipeline by any governmental entity whose approval is required for the installation thereof. If the installation of the Pump Station and the Pipeline has not been completed within ten (10) years after the date of the recording of this document, such failure shall be conclusive evidence of abandonment of the easement and all rights hereunder shall terminate with respect to all easement and the right-of-way herein established. In the event of such termination, District shall, upon written request of Grantor, execute and deliver to Grantor a quitclaim deed of said easement and right-of-way.

(c) Non-use of the Pipeline or any portion thereof for a continuous period of ten (10) years after initial installation of the Pipeline shall be conclusive evidence of the abandonment of the easement, the right of way and any facilities installed by District. In the event of such termination, District shall, upon written request of Grantor, execute and deliver to Grantor a quitclaim deed of said easement and right-of-way or such portion as may be abandoned.

(d) Notice of date of entry on Grantor's property for initial construction of the Pipeline and the Pump Station, or subsequent repair or maintenance, shall be given by District, or any construction contractor authorized by District to perform work on the Grantor's property, as the case may be, to Grantor not less than twenty-one (21) days prior to date of District or its contractor's entry on Grantor's property.

(e) In any action to compel performance of, interpret, or to recover for, breach of any provision hereof, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to amount of judgment and costs.

(f) The provisions hereof shall be binding upon and shall inure to the benefit of successors and assigns of the respective parties hereto, and all covenants herein contained shall apply to and run with the land.

GRANTOR:

QUAIL MEADOWS, INC., a California corporation,
formerly known as Green Meadows, Inc.

By: _____

(Print Name)

Its: _____

CERTIFICATE **OF** **ACCEPTANCE**
GOVERNMENT CODE SECTION 27281

This is to certify that the CARMEL AREA WASTEWATER DISTRICT, grantee herein, hereby accepts for public purposes the real property, or interest therein, described in the foregoing Easement Deed dated _____, 2022, from Quail Meadows, Inc., a California Corporation, Grantor therein, and consents to the recordation thereof.

In witness whereof, I have hereunto set my hand this ____ day of _____, 2022.

CARMEL AREA WASTEWATER DISTRICT

By: _____
Name: Barbara Buikema
Title: General Manager

ATTEST:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF MONTEREY

On _____, 2022, before me _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

**Attachment #2-Exhibit
B. Exhibit A**

PUMP STATION EASEMENT LEGAL DESCRIPTION & PLAT MAP

EXHIBIT A
(APN 157-031-015)

A portion of land in the County of Monterey, State of California, being a portion of Parcel C per map recorded as Tract No. 445 in Volume 8, Page 1 of Maps in the Office of the County Recorder of said County.

Said portion of land is described as follows:

Commencing at the southeasterly terminus of a line per said Tract No. 445, shown as N 82°34'11" W, 87.78 feet, along the southwesterly right-of-way of Valley Greens Drive (60' wide), being the beginning of a tangent curve, concave northerly, having a radius of 730.00 feet and a central angle of 6°11'24"; thence, southeasterly along said curve along said southerly right-of-way, a distance of 78.87 feet, to the **Point of Beginning**; thence,

- 1st Continuing along said curve, with a central angle of 3°08'28", a distance of 40.02 feet; thence,
- 2nd S 1°36'44" W, 43.14 feet; thence,
- 3rd N 88°23'16" W, 40.00 feet; thence,
- 4th N 1°37'14" E, 41.78 feet to the **Point of Beginning**.

Containing an area of approximately 1,691 square feet, more or less.

This real property description was prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

Signature: Shane C. Sobecki
Shane C. Sobecki, PLS

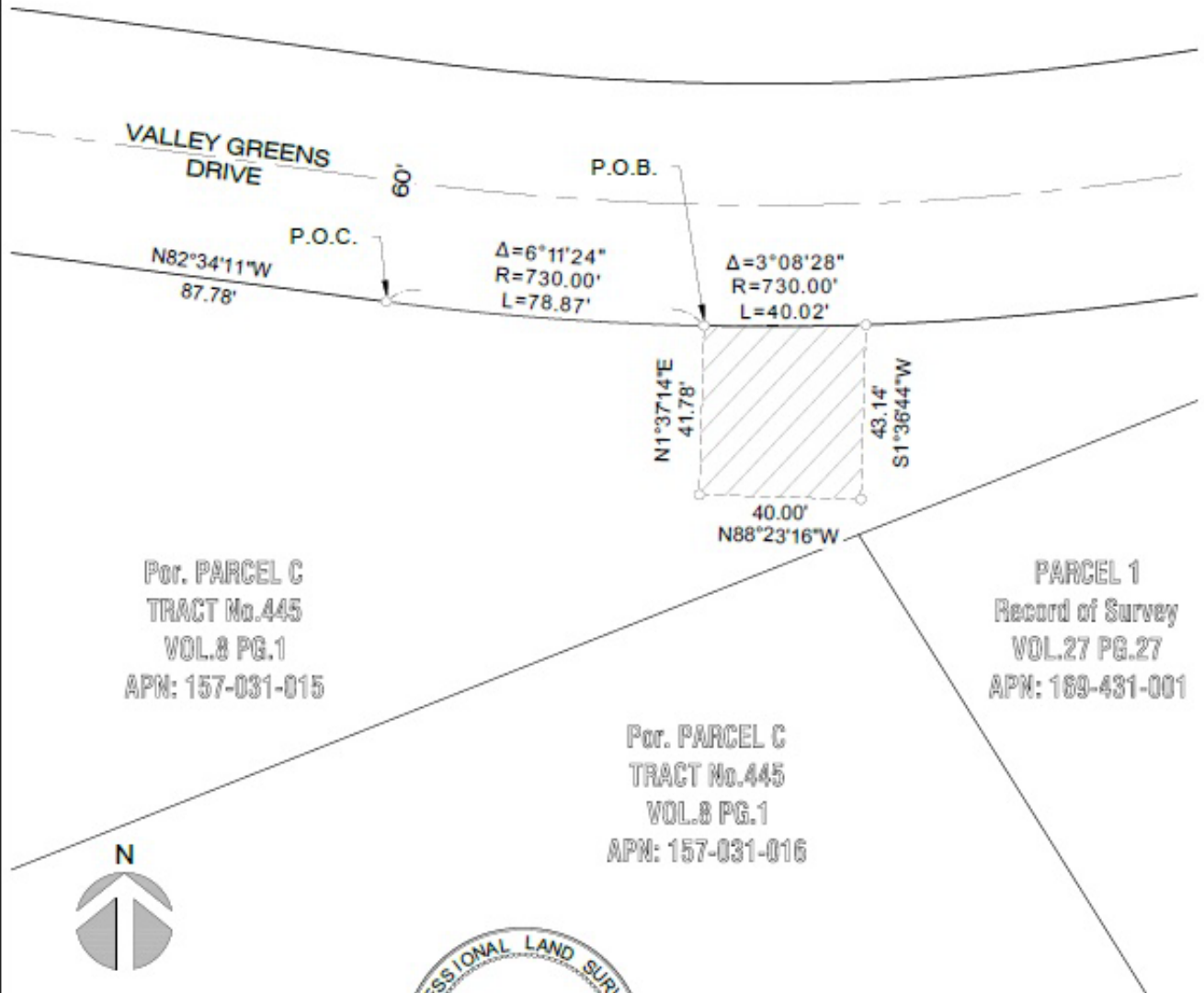
Date: 1/29/2020



LEGEND

P.O.C. - POINT OF COMMENCEMENT
P.O.B. - POINT OF BEGINNING

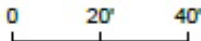
PARCEL D
TRACT No.445
VOL.8 PG.1
APN: 157-031-023



Por. PARCEL C
TRACT No.445
VOL.8 PG.1
APN: 157-031-015

PARCEL 1
Record of Survey
VOL.27 PG.27
APN: 169-431-001

Por. PARCEL C
TRACT No.445
VOL.8 PG.1
APN: 157-031-016



SCALE: 1"=40'



4560 E. Thousand Oaks Blvd, Ste 101
Westlake Village, CA 91362
805.548.4640 Phone

ENGINEERING
PLANNING
SURVEYING
CONSTRUCTION MANAGEMENT



APN: 157-031-015

Portion of Parcel C
Tract No.445, Volume 8, Page 1 of Maps
County of Monterey, State of California

1,691± SQ. FT.

EXHIBIT B

PIPELINE EASEMENT LEGAL DESCRIPTION

EXHIBIT C

QUAIL LODGE PROPERTY DESCRIPTION

EXHIBIT D

DISTRICT'S LIABILITY INSURANCE REQUIREMENTS

Prior to commencement of work, and for the duration of the performance of such work, District shall procure and maintain, and cause all contractors who perform such work to procure and maintain, insurance providing for damages to property which may arise from or in connection with the performance of the work hereunder, naming the Grantor as additional insured:

(a) Commercial General Liability ("CGL"): Insurance Services Office Form ("ISO") CG 00 01 covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (IOS CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile Liability: ISO Form CA 0001 covering Code 1 (any auto), or if District has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(c) Worker's Compensation Insurance as required by the State of California, with statutory limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

If District, its contractors, or any of them, maintain broader coverage and/or higher limits than the minimums shown above, Grantor shall be entitled to the broader coverage and/or higher limits maintained by such parties. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Grantor. The insurance policies are to contain, or be endorsed to contain, the following provisions:

Grantor, its shareholders, officers, directors, employees, and agents are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of District including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to District's insurance (at least as broad as ISO Form CG 20 10 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

District's insurance coverage shall be primary coverage at least as broad as ISO Form CG 20 01 04 13 with respect to Grantor, its shareholders, officers, directors, employees, and agents. Any insurance or self-insurance maintained by Grantor, its shareholders, officers, directors, employees and agents shall be excess of District's insurance and shall not contribute to or with it.

Each insurance policy required above shall state that coverage shall not be cancelled, except with notice to Grantor.

District hereby grants to Grantor a waiver of any right to subrogation which any insurer of District may acquire against Grantor by virtue of the payment of any loss under such insurance. District agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. This provision applies regardless of whether or not District has received a waiver of subrogation endorsement from the insurer, and District agrees to indemnify and hold Grantor harmless for any damages that arise from its failure to obtain a subrogation endorsement.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Grantor. District shall furnish to Grantor original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Grantor before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive District's obligation to provide them.

District shall require and verify that all contractors maintain insurance meeting all the requirements stated herein, and District shall ensure Grantor are additional insureds on insurance required from such contractors.

Recording Requested by and
When Recorded, Return to

Attachment #2-Exhibit C

CARMEL AREA WASTEWATER DISTRICT
ATTENTION: DISTRICT ENGINEER
3945 RIO ROAD
CARMEL, CA 93922

APNs: 169-431-001; 169-431-002;
169-431-003; 169-431-006;
169-431-007; 169-431-011;
169-431-012

EASEMENT DEED

Exempt from Recording Fees: Govt. Code 27383
Documentary Transfer Tax: \$0.00 (None due, R&T Code 1922,
conveyance to government entity)

WOLTER FARM DEVELOPMENT, LLC, a California limited liability company (“Grantor”) hereby grants to the CARMEL AREA WASTEWATER DISTRICT, a California Sanitary District (“District”):

A. A non-exclusive underground pipeline easement (“the Pipeline Easement”) and the right to excavate for, install, replace, repair, maintain and use such pipeline (“the Pipeline”) as District shall from time to time elect, for conveying residential and commercial sewage through said Pipeline, together with necessary and proper valves and other appurtenances, fittings, and devices for controlling corrosion, as District shall from time to time deem necessary, together with adequate protection therefor. The course and location of the Pipeline Easement is more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. Grantor’s land over and on which the said easement and right-of-way are located is described in **Exhibit B**, attached hereto and incorporated herein by this reference, commonly known as Monterey County APNs 169-431-001; 169-431-002; 169-431-003; 169-431-006; 169-431-007; 169-431-011; and 169-431-012.

C. Grantor further grants to the District the right of ingress to and egress from, over, and across Grantor’s lands to access the Pipeline, and construction activities relating to the Pipeline. The District shall not unreasonably interfere with Grantor’s full use and enjoyment of Grantor’s property.

1. District hereby covenants and agrees:

(a) To promptly and properly compact and backfill any excavation made in connection with the Pipeline installation.

(b) To indemnify and hold harmless Grantor, its shareholders, directors, officers, employees, agents and contractors or Grantor's tenants or invitees on Grantor's lands described herein, against any and all claims, liability, losses and damages caused: (1) by the exercise of the rights herein granted to District; (2) by any intentional or negligent act or omission of District; (3) by any intentional or negligent act of any contractor engaged by or on behalf of District to install, maintain, repair or replace the underground pipeline; (4) by District's agents or employees acting in the course of their employment in connection with the exercise of the rights herein granted to District; provided, however, that Grantor's right of indemnification shall not extend to that portion of such liability, loss or damage caused by Grantor's comparative negligence or willful misconduct or by the comparative negligence or willful misconduct of Grantor's tenants, invitees, contractors, agents, directors, officers, shareholders or employees. In addition, the District shall be responsible for repairing any damage caused to Grantor's property in the course of the District's installation or maintenance of the Pipeline. Before beginning any construction work, or any replacement of the underground Pipeline, District, any contractor engaged by the District, or any contractor authorized by the District to perform work on the Pipeline, shall agree in writing to indemnify and hold Grantor harmless to the same extent as provided hereinabove, and at all times during the period of any work activity pursuant hereto. District and any such construction contractor(s) shall keep in full force and effect, at their sole expense, liability insurance in such form and amount as set out in **Exhibit C**, attached hereto and made a part hereof by this reference, consisting of (two) 2 pages and entitled "Insurance Requirements." Grantor shall be named as an additional insured on each such insurance policy. No insurance carried by Grantor shall be called upon to cover any loss for which District is responsible. Upon request of Grantor, District and any construction contractor engaged by District shall provide Grantor with proof of required coverage, prior to commencement of construction, repair work, or replacement of the Pipeline, pursuant to the easement herein granted. Provided, however, District shall not be required to acquire commercial market insurance to cover its commitments set out in this subsection, which District may cover pursuant to its membership in a public entity risk sharing agency.

2. Additional Reservations, Limitations, Other Provisions:

(a) Grantor will not interfere with District's full use and enjoyment of the rights hereby granted; provided, further, that Grantor shall not erect or construct any structures, or drill or operate any well, or construct any reservoir or other obstruction within the underground pipeline easement or diminish to within a minimum of five feet (5') of ground cover over the pipeline, or add to for a total of more than ten feet (10') of ground cover over the pipeline, that will interfere with the maintenance and operation of District's facilities, all as shown in Exhibits A attached hereto and incorporated herein by this reference, without the written consent of the District first had and obtained, which consent shall not be unreasonably withheld by the District. However, Grantor may

construct fencing and gates within the easement, and a road over the easement, in a manner that does not interfere with the maintenance and operation of District's facilities, all as shown in Exhibit A, without the District's written consent.

(b) This Easement Deed shall only be recorded after the approval of the installation of the Pipeline by any governmental entity whose approval is required for the installation thereof. If the installation of the Pipeline has not been completed within ten (10) years after the date of the recording of this document, such failure shall be conclusive evidence of abandonment of the easement and all rights hereunder shall terminate with respect to all easement and the right-of-way herein established. In the event of such termination, District shall, upon written request of Grantor, execute and deliver to Grantor a quitclaim deed of said easement and right-of-way.

(c) Non-use of the Pipeline or any portion thereof for a continuous period of ten (10) years after initial installation of the Pipeline shall be conclusive evidence of the abandonment of the easement, the right of way and any facilities installed by District. In the event of such termination, District shall, upon written request of Grantor, execute and deliver to Grantor a quitclaim deed of said easement and right-of-way or such portion as may be abandoned.

(d) Notice of date of entry on Grantor's property for initial construction of the Pipeline, or subsequent work on the Pipeline, shall be given by District, or any construction contractor authorized by District to perform work on the Grantor's property, as the case may be, to Grantor not less than twenty-one (21) days prior to date of District or its contractor's entry on Grantor's property.

(e) In any action to compel performance of, interpret, or to recover for, breach of any provision hereof, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to amount of judgment and costs.

(f) The provisions hereof shall be binding upon and shall inure to the benefit of successors and assigns of the respective parties hereto, and all covenants herein contained shall apply to and run with the land.

GRANTOR:

WOLTER FARM DEVELOPMENT, LLC, a
California limited liability company

By: _____

(Print Name)

Its: _____

CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE SECTION 27281

This is to certify that the CARMEL AREA WASTEWATER DISTRICT, grantee herein, hereby accepts for public purposes the real property, or interest therein, described in the foregoing Easement Deed dated _____, 2022, from WOLTER FARM DEVELOPMENT, LLC a California limited liability company, Grantor therein, and consents to the recordation thereof.

In witness whereof, I have hereunto set my hand this ____ day of _____, 2022.

CARMEL AREA WASTEWATER DISTRICT

By: _____
Name: Barbara Buikema
Title: General Manager

ATTEST:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF MONTEREY

On _____, 2022, before me _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

EXHIBIT A

PIPELINE EASEMENT LEGAL DESCRIPTION

EXHIBIT B

WOLTER FARM DEVELOPMENT, LLC PROPERTY DESCRIPTION

EXHIBIT C

DISTRICT'S LIABILITY INSURANCE REQUIREMENTS

Prior to commencement of work, and for the duration of the performance of such work, District shall procure and maintain, and cause all contractors who perform such work to procure and maintain, insurance providing for damages to property which may arise from or in connection with the performance of the work hereunder, naming the Grantor as additional insured:

(a) Commercial General Liability ("CGL"): Insurance Services Office Form ("ISO") CG 00 01 covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (IOS CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile Liability: ISO Form CA 0001 covering Code 1 (any auto), or if District has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(c) Worker's Compensation Insurance as required by the State of California, with statutory limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

If District, its contractors, or any of them, maintain broader coverage and/or higher limits than the minimums shown above, Grantor shall be entitled to the broader coverage and/or higher limits maintained by such parties. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Grantor. The insurance policies are to contain, or be endorsed to contain, the following provisions:

Grantor, its shareholders, officers, directors, employees, and agents are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of District including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to District's insurance (at least as broad as ISO Form CG 20 10 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

District's insurance coverage shall be primary coverage at least as broad as ISO Form CG 20 01 04 13 with respect to Grantor, its shareholders, officers, directors, employees, and agents. Any insurance or self-insurance maintained by Grantor, its shareholders, officers, directors, employees and agents shall be excess of District's insurance and shall not contribute to or with it.

Each insurance policy required above shall state that coverage shall not be cancelled, except with notice to Grantor.

District hereby grants to Grantor a waiver of any right to subrogation which any insurer of District may acquire against Grantor by virtue of the payment of any loss under such insurance. District agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. This provision applies regardless of whether or not District has received a waiver of subrogation endorsement from the insurer, and District agrees to indemnify and hold Grantor harmless for any damages that arise from its failure to obtain a subrogation endorsement.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Grantor. District shall furnish to Grantor original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Grantor before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive District's obligation to provide them.

District shall require and verify that all contractors maintain insurance meeting all the requirements stated herein, and District shall ensure Grantor are additional insureds on insurance required from such contractors.

Recording Requested by and
When Recorded, Return to

**Attachment #2-
Exhibit D**

CARMEL AREA WASTEWATER DISTRICT
ATTENTION: DISTRICT ENGINEER
3945 RIO ROAD
CARMEL, CA 93922

APN: 169-431-013

EASEMENT DEED

Exempt from Recording Fees: Govt. Code 27383
Documentary Transfer Tax: \$0.00 (None due, R&T Code 1922,
conveyance to government entity)

NILE ESTEP, a single man, (“Grantor”) hereby grants to the CARMEL AREA WASTEWATER DISTRICT, a California Sanitary District (“District”):

A. A non-exclusive underground pipeline easement (“the Pipeline Easement”) and the right to excavate for, install, replace, repair, maintain and use such pipeline (“the Pipeline”) as District shall from time to time elect, for conveying residential and commercial sewage through said Pipeline, together with necessary and proper valves and other appurtenances, fittings, and devices for controlling corrosion, as District shall from time to time deem necessary, together with adequate protection therefor. The course and location of the Pipeline Easement is more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. Grantor’s land over and on which the said easement and right-of-way are located is described in **Exhibit B**, attached hereto and incorporated herein by this reference, commonly known as Monterey County APN 169-431-013.

C. Grantor further grants to the District the right of ingress to and egress from, over, and across Grantor’s lands to access the Pipeline, and construction activities relating to the Pipeline. The District shall not unreasonably interfere with Grantor’s full use and enjoyment of Grantor’s property.

1. District hereby covenants and agrees:

(a) To promptly and properly compact and backfill any excavation made in connection with the Pipeline installation.

(b) To indemnify and hold harmless Grantor, its shareholders, directors, officers, employees, agents and contractors or Grantor's tenants or invitees on Grantor's lands described herein, against any and all claims, liability, losses and damages caused: (1) by the exercise of the rights herein granted to District; (2) by any intentional or negligent act or omission of District; (3) by any intentional or negligent act of any contractor engaged by or on behalf of District to install, maintain, repair or replace the underground pipeline; (4) by District's agents or employees acting in the course of their employment in connection with the exercise of the rights herein granted to District; provided, however, that Grantor's right of indemnification shall not extend to that portion of such liability, loss or damage caused by Grantor's comparative negligence or willful misconduct or by the comparative negligence or willful misconduct of Grantor's tenants, invitees, contractors, agents, directors, officers, shareholders or employees. In addition, the District shall be responsible for repairing any damage caused to Grantor's property in the course of the District's installation or maintenance of the Pipeline. Before beginning any construction work, or any replacement of the underground Pipeline, District, any contractor engaged by the District, or any contractor authorized by the District to perform work on the Pipeline, shall agree in writing to indemnify and hold Grantor harmless to the same extent as provided hereinabove, and at all times during the period of any work activity pursuant hereto. District and any such construction contractor(s) shall keep in full force and effect, at their sole expense, liability insurance in such form and amount as set out in **Exhibit C**, attached hereto and made a part hereof by this reference, consisting of (two) 2 pages and entitled "Insurance Requirements." Grantor shall be named as an additional insured on each such insurance policy. No insurance carried by Grantor shall be called upon to cover any loss for which District is responsible. Upon request of Grantor, District and any construction contractor engaged by District shall provide Grantor with proof of required coverage, prior to commencement of construction, repair work, or replacement of the Pipeline, pursuant to the easement herein granted. Provided, however, District shall not be required to acquire commercial market insurance to cover its commitments set out in this subsection, which District may cover pursuant to its membership in a public entity risk sharing agency.

2. Additional Reservations, Limitations, Other Provisions:

(a) Grantor will not interfere with District's full use and enjoyment of the rights hereby granted; provided, further, that Grantor shall not erect or construct any structures, or drill or operate any well, or construct any reservoir or other obstruction within the underground pipeline easement or diminish to within a minimum of five feet (5') of ground cover over the pipeline, or add to for a total of more than ten feet (10') of ground cover over the pipeline, that will interfere with the maintenance and operation of District's facilities, all as shown in Exhibits A attached hereto and incorporated herein by this reference, without the written consent of the District first had and obtained, which consent shall not be unreasonably withheld by the District. However, Grantor may construct fencing and gates within the easement, and a road over the easement, in a manner that does not interfere with the maintenance and operation of District's facilities, all as shown in Exhibit A, without the District's written consent.

(b) This Easement Deed shall only be recorded after the approval of the installation of the Pipeline by any governmental entity whose approval is required for the installation thereof. If the installation of the Pipeline has not been completed within ten (10) years after the date of the recording of this document, such failure shall be conclusive evidence of abandonment of the easement and all rights hereunder shall terminate with respect to all easement and the right-of-way herein established. In the event of such termination, District shall, upon written request of Grantor, execute and deliver to Grantor a quitclaim deed of said easement and right-of-way.

(c) Non-use of the Pipeline or any portion thereof for a continuous period of ten (10) years after initial installation of the Pipeline shall be conclusive evidence of the abandonment of the easement, the right of way and any facilities installed by District. In the event of such termination, District shall, upon written request of Grantor, execute and deliver to Grantor a quitclaim deed of said easement and right-of-way or such portion as may be abandoned.

(d) Notice of date of entry on Grantor's property for initial construction of the Pipeline, or subsequent work on the Pipeline, shall be given by District, or any construction contractor authorized by District to perform work on the Grantor's property, as the case may be, to Grantor not less than twenty-one (21) days prior to date of District or its contractor's entry on Grantor's property.

(e) In any action to compel performance of, interpret, or to recover for, breach of any provision hereof, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to amount of judgment and costs.

(f) The provisions hereof shall be binding upon and shall inure to the benefit of successors and assigns of the respective parties hereto, and all covenants herein contained shall apply to and run with the land.

GRANTOR:

NILE ESTEP

CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE SECTION 27281

This is to certify that the CARMEL AREA WASTEWATER DISTRICT, grantee herein, hereby accepts for public purposes the real property, or interest therein, described in the foregoing Easement Deed dated _____, 2022, from NILE ESTEP, Grantor therein, and consents to the recordation thereof.

In witness whereof, I have hereunto set my hand this ____ day of _____, 2022.

CARMEL AREA WASTEWATER DISTRICT

By: _____
Name: Barbara Buikema
Title: General Manager

ATTEST:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF MONTEREY

On _____, 2022, before me _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

EXHIBIT A

PIPELINE EASEMENT LEGAL DESCRIPTION

EXHIBIT B

ESTEP PROPERTY DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF MONTEREY, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 3 as shown on that certain Record of Survey Map filed August 25, 2005 in Volume 28 of Surveys, Page 42, Records of Monterey County.

EXHIBIT C

DISTRICT'S LIABILITY INSURANCE REQUIREMENTS

Prior to commencement of work, and for the duration of the performance of such work, District shall procure and maintain, and cause all contractors who perform such work to procure and maintain, insurance providing for damages to property which may arise from or in connection with the performance of the work hereunder, naming the Grantor as additional insured:

(a) Commercial General Liability ("CGL"): Insurance Services Office Form ("ISO") CG 00 01 covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (IOS CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile Liability: ISO Form CA 0001 covering Code 1 (any auto), or if District has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(c) Worker's Compensation Insurance as required by the State of California, with statutory limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

If District, its contractors, or any of them, maintain broader coverage and/or higher limits than the minimums shown above, Grantor shall be entitled to the broader coverage and/or higher limits maintained by such parties. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Grantor. The insurance policies are to contain, or be endorsed to contain, the following provisions:

Grantor, its shareholders, officers, directors, employees, and agents are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of District including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to District's insurance (at least as broad as ISO Form CG 20 10 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

District's insurance coverage shall be primary coverage at least as broad as ISO Form CG 20 01 04 13 with respect to Grantor, its shareholders, officers, directors, employees, and agents. Any insurance or self-insurance maintained by Grantor, its shareholders, officers, directors, employees and agents shall be excess of District's insurance and shall not contribute to or with it.

Each insurance policy required above shall state that coverage shall not be cancelled, except with notice to Grantor.

District hereby grants to Grantor a waiver of any right to subrogation which any insurer of District may acquire against Grantor by virtue of the payment of any loss under such insurance. District agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. This provision applies regardless of whether or not District has received a waiver of subrogation endorsement from the insurer, and District agrees to indemnify and hold Grantor harmless for any damages that arise from its failure to obtain a subrogation endorsement.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Grantor. District shall furnish to Grantor original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Grantor before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive District's obligation to provide them.

District shall require and verify that all contractors maintain insurance meeting all the requirements stated herein, and District shall ensure Grantor are additional insureds on insurance required from such contractors.

Recording Requested by and
When Recorded, Return to

**Attachment #2-
Exhibit E**

CARMEL AREA WASTEWATER DISTRICT
ATTENTION: DISTRICT ENGINEER
3945 RIO ROAD
CARMEL, CA 93922

APNs: 169-221-018; 169-221-019;
169-221-020

EASEMENT DEED

Exempt from Recording Fees: Govt. Code 27383
Documentary Transfer Tax: \$0.00 (None due, R&T Code 11922,
conveyance to government entity)

CANADA WOODS, LLC, a Delaware limited liability company (“Grantor”) hereby grants to the CARMEL AREA WASTEWATER DISTRICT, a California Sanitary District (“District”):

A. A nonexclusive Wolter Farm Development, LLC, Nile Estep, and Cañada Woods, LLC underground pipeline easement (“the Pipeline Easement”) and the right to excavate for, install, replace, repair, maintain and use such pipeline (“the Pipeline”) as District shall from time to time elect, for conveying residential and commercial sewage through said Pipeline, together with necessary and proper valves and other appurtenances, fittings, and devices for controlling corrosion, as District shall from time to time deem necessary, together with adequate protection therefor. The course and location of the Pipeline Easement is more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. Grantor’s land over and on which the said easement and right-of-way are located is described in **Exhibit B**, attached hereto and incorporated herein by this reference, commonly known as Monterey County APNs 169-221-018; 169-221-019; and 169-221-020.

C. Grantor further grants to the District the right of ingress to and egress from, over, and across Grantor’s lands to access the Pipeline, and construction activities relating to the Pipeline. The District shall not unreasonably interfere with Grantor’s full use and enjoyment of Grantor’s property.

1. District hereby covenants and agrees:

(a) To promptly and properly compact and backfill any excavation made in connection with the Pipeline installation.

(b) To indemnify and hold harmless Grantor, its shareholders, directors, officers, employees, agents and contractors or Grantor's tenants or invitees on Grantor's lands described herein, against any and all claims, liability, losses and damages caused: (1) by the exercise of the rights herein granted to District; (2) by any intentional or negligent act or omission of District; (3) by any intentional or negligent act of any contractor engaged by or on behalf of District to install, maintain, repair or replace the underground pipeline; (4) by District's agents or employees acting in the course of their employment in connection with the exercise of the rights herein granted to District; provided, however, that Grantor's right of indemnification shall not extend to that portion of such liability, loss or damage caused by Grantor's comparative negligence or willful misconduct or by the comparative negligence or willful misconduct of Grantor's tenants, invitees, contractors, agents, directors, officers, shareholders or employees. In addition, the District shall be responsible for repairing any damage caused to Grantor's property in the course of the District's installation or maintenance of the Pipeline. Before beginning any construction work, or any replacement of the underground Pipeline, District, any contractor engaged by the District, or any contractor authorized by the District to perform work on the Pipeline, shall agree in writing to indemnify and hold Grantor harmless to the same extent as provided hereinabove, and at all times during the period of any work activity pursuant hereto. District and any such construction contractor(s) shall keep in full force and effect, at their sole expense, liability insurance in such form and amount as set out in **Exhibit C**, attached hereto and made a part hereof by this reference, consisting of (two) 2 pages and entitled "Insurance Requirements." Grantor shall be named as an additional insured on each such insurance policy. No insurance carried by Grantor shall be called upon to cover any loss for which District is responsible. Upon request of Grantor, District and any construction contractor engaged by District shall provide Grantor with proof of required coverage, prior to commencement of construction, repair work, or replacement of the Pipeline, pursuant to the easement herein granted. Provided, however, District shall not be required to acquire commercial market insurance to cover its commitments set out in this subsection, which District may cover pursuant to its membership in a public entity risk sharing agency.

2. Additional Reservations, Limitations, Other Provisions:

(a) Grantor will not interfere with District's full use and enjoyment of the rights hereby granted; provided, further, that Grantor shall not erect or construct any structure, or drill or operate any well, or construct any reservoir or other obstruction within the underground pipeline easement or diminish to within a minimum of five feet (5') of ground cover over the pipeline, or add to for a total of more than ten feet (10') of ground cover over the pipeline, that will interfere with the maintenance and operation of District's facilities, all as shown in Exhibits A attached hereto and incorporated herein by this reference without the written consent of the District first had and obtained, which consent shall not be unreasonably withheld by the District. However, Grantor may construct fencing and gates within the easement, and a road over the easement, in a manner that does not interfere with the maintenance and operation of District's facilities, all as shown in Exhibit A, without the District's written consent.

(b) This Easement Deed shall only be recorded after the approval of the installation of the Pipeline by any governmental entity whose approval is required for the installation thereof. If the installation of the Pipeline has not been completed within ten (10) years after the date of the recording of this document, such failure shall be conclusive evidence of abandonment of the easement and all rights hereunder shall terminate with respect to all easement and the right-of-way herein established. In the event of such termination, District shall, upon written request of Grantor, execute and deliver to Grantor a quitclaim deed of said easement and right-of-way.

(c) Non-use of the Pipeline or any portion thereof for a continuous period of ten (10) years after initial installation of the Pipeline shall be conclusive evidence of the abandonment of the easement, the right of way and any facilities installed by District. In the event of such termination, District shall, upon written request of Grantor, execute and deliver to Grantor a quitclaim deed of said easement and right-of-way or such portion as may be abandoned.

(d) Notice of date of entry on Grantor's property for initial construction of the Pipeline or subsequent work on the Pipeline, shall be given by District, or any construction contractor authorized by District to perform work on the Grantor's property, as the case may be, to Grantor not less than twenty-one (21) days prior to date of District or its contractor's entry on Grantor's property.

(e) In any action to compel performance of, interpret, or to recover for, breach of any provision hereof, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to amount of judgment and costs.

(f) The provisions hereof shall be binding upon and shall inure to the benefit of successors and assigns of the respective parties hereto, and all covenants herein contained shall apply to and run with the land.

GRANTOR:

CANADA WOODS, LLC, a Delaware limited liability company

By: _____

(Print Name)

Its: _____

CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE SECTION 27281

This is to certify that the CARMEL AREA WASTEWATER DISTRICT, grantee herein, hereby accepts for public purposes the real property, or interest therein, described in the foregoing Easement Deed dated _____, 2022, from CANADA WOODS, LLC a Delaware limited liability company, Grantor therein, and consents to the recordation thereof.

In witness whereof, I have hereunto set my hand this ____ day of _____, 2022.

CARMEL AREA WASTEWATER DISTRICT

By: _____

Name: Barbara Buikema

Title: General Manager

ATTEST:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF MONTEREY

On _____, 2022, before me _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

EXHIBIT A

PIPELINE EASEMENT LEGAL DESCRIPTION

EXHIBIT B

CANADA WOODS, LLC PROPERTY DESCRIPTION

EXHIBIT C

DISTRICT'S LIABILITY INSURANCE REQUIREMENTS

Prior to commencement of work, and for the duration of the performance of such work, District shall procure and maintain, and cause all contractors who perform such work to procure and maintain, insurance providing for damages to property which may arise from or in connection with the performance of the work hereunder, naming the Grantor as additional insured:

(a) Commercial General Liability ("CGL"): Insurance Services Office Form ("ISO") CG 00 01 covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (IOS CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile Liability: ISO Form CA 0001 covering Code 1 (any auto), or if District has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(c) Worker's Compensation Insurance as required by the State of California, with statutory limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

If District, its contractors, or any of them, maintain broader coverage and/or higher limits than the minimums shown above, Grantor shall be entitled to the broader coverage and/or higher limits maintained by such parties. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Grantor. The insurance policies are to contain, or be endorsed to contain, the following provisions:

Grantor, its shareholders, officers, directors, employees, and agents are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of District including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to District's insurance (at least as broad as ISO Form CG 20 10 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

District's insurance coverage shall be primary coverage at least as broad as ISO Form CG 20 01 04 13 with respect to Grantor, its shareholders, officers, directors, employees, and agents. Any insurance or self-insurance maintained by Grantor, its shareholders, officers, directors, employees and agents shall be excess of District's insurance and shall not contribute to or with it.

Each insurance policy required above shall state that coverage shall not be cancelled, except with notice to Grantor.

District hereby grants to Grantor a waiver of any right to subrogation which any insurer of District may acquire against Grantor by virtue of the payment of any loss under such insurance. District agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. This provision applies regardless of whether or not District has received a waiver of subrogation endorsement from the insurer, and District agrees to indemnify and hold Grantor harmless for any damages that arise from its failure to obtain a subrogation endorsement.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Grantor. District shall furnish to Grantor original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Grantor before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive District's obligation to provide them.

District shall require and verify that all contractors maintain insurance meeting all the requirements stated herein, and District shall ensure Grantor are additional insureds on insurance required from such contractors.

**Attachment #2-
Exhibit F**

CVM SEWER PROJECT EDU CALCULATION

9.21.22

ANALYSIS OF EQUIVALENT DWELLING UNITS

REIMBURSEMENT AREA = AREA ALONG NEW SEWER PLUS QUAIL AREA NORTHEAST OF RIVER

Type	Notes	Quantity	Factor	EDU
Existing or Potential SFD (Estimated) In Annexation Area	1 EDU Per parcel count less parcels below	312	1	312
Existing (Estimated) In Existing CAWD North of River	1 EDU	40	1	40
Commercial				
Qual Lodge	.38 per Room	93	0.38	35.34
Restaurants	3 EDU	1	3	3
Baja Center				0
Restaurants 3	3 EDU	3	3	9
Commercial	1.2 EDU per first 1,000SF .7 per 2nd - Estimated	5	1.2	6
Hacienda CV	Estimated			3
Earthbound	Estimated			1
Restaurant	3 EDU	1	3	3
Valley Hills Nursery	Estimated			1
Rana Creek Nursery	Estimated			1
Churches				
Sanctuary Bible Church	Estimated			1
St. Phillips Lutheran	Estimated			1
First Baptist	Estimated			1
Schools				
All Saints	1 EDU per 50 Students	175	0.02	3.5
CUSD				
Carmelo School	1 EDU per 50 Students	50	0.02	1
Carmel Valley HS	1 EDU per 50 Students	20	0.02	0.4
Fire Dept	6.13 per CAWD	1	6.13	6.13
Carmel Valley Manor				
SFD	1 EDU	143	1	143
AL	.7 EDU	24	0.7	16.8
SNF	.5 EDU	30	0.5	15

Total EDUs	603.17
------------	--------

Estimated Project Costs (Estimated)	\$ 8,285,481
Estimated Reimbursement Fee per EDU	\$ 13,736.56

Canada Woods has requested a stubout out for a future emergency connection. Should any parcels in Canada Woods connect to the CAWD sewer System at a later date they shall pay the appropriate EDU reimbursement fee.

**Attachment #2-
Exhibit G**

Pg. 1 of 8

9.21.22

**CARMEL VALLEY MANOR SEWER PROJECT
CAWD REIMBURSEMENT AGREEMENT**

The following properties will be required to pay the appropriate EDU reimbursement fee upon connection to the sewer line extension built and financed by Carmel Valley Manor

Assessor Parcel Number

157-031-006-000
157-031-007-000
157-031-013-000
157-031-014-000
157-031-015-000
157-031-016-000
157-031-022-000
157-031-023-000
157-031-024-000
157-031-025-000
157-031-013-000
157-031-013-000
157-081-001-000
157-081-002-000
157-081-003-000
157-081-004-000
157-081-005-000
157-081-006-000
157-081-007-000
157-081-010-000
157-081-011-000
157-081-012-000
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169-431-007-000
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169-431-014-000

Canada Woods has requested a stubout for an emergency connection. Should any parcel in Canada Woods connect to the CAWD sewer system at a later date they will pay the appropriate EDU reimbursement fee. Canada Woods parcels are shown on Monterey County Assessor Parcel Maps Book 259 Pages 9-2, 9-3 and 16.

Attachment #3

ASSESSOR PARCEL NO.: 157-031-015

PROJECT: Carmel Valley Manor Sewer Extension
Pump Station Project

OWNER: Quail Lodge, Inc., a California Corporation

ACCESS PUMP LOT AND PIPELINE EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between Quail Lodge, Inc., a California Corporation formerly known as Green Meadows, Inc., a California Corporation (“Quail”), the Northern California Congregational Retirement Homes, Inc., a California nonprofit corporation dba Carmel Valley Manor (“the Manor”), and Carmel Area Wastewater District, a California public agency duly organized and existing under the laws of the State of California (“the District”). The effective date of this Agreement is _____ 2022.

RECITALS

1. The Manor requires access to real property (“the Property”) owned by Quail for the purposes of constructing an underground pump station contained within an underground wet well and an above ground enclosed control panel and generator (“the Pump Station Facility”) for the Carmel Valley Manor Sewer Extension (“the Project”) and related purposes. The Project includes the installation of a sewer line on and adjacent to the Property. The Property together with the course of the sewer line is more particularly described in Exhibit A.
2. The Manor’s construction of the Pump Station Facility on the Property for and on behalf of the District is necessary to enable the District to complete the Project.
3. Quail is willing to grant an easement over a portion of the Property (“the Pump Station Lot”), a copy of which easement is attached hereto as Exhibit B and incorporated by this reference (“the Deed”) to the District in exchange for the construction by the Manor of two (2) stub-outs for Quail’s use which extend from the new sewer line located on the south side of Valley Greens Drive across Valley Greens Drive to Quail’s property on the north side of Valley Greens Drive, in the general locations shown on Exhibit C to this Agreement; and in consideration of other undertakings by the Manor as herein specifically set forth.
4. The Project will be designed and constructed by the Manor in accordance with plans and specifications approved by the District.
5. The Pump Station Facility’s design shall be similar to the subterranean Pebble Beach Pump Station and the District’s Monte Verde and Sixteenth Pump Station as shown on Exhibit D, but with an above ground generator and control panels. Fencing and landscape screening of the Pump Station Facility shall match and blend the Pump Station Facility with its immediate surroundings, all at the Manor’s expense. Soundproofing and odor proofing shall be incorporated in the Pump Station Facility at the request of Quail.

NOW THEREFORE, for good and valuable consideration, including but not limited to the mutual promises of the parties to each other as herein set forth, receipt of which is hereby acknowledged, it is mutually agreed as follows:

1. INCORPORATION OF RECITALS. The foregoing Recitals are incorporated in this Agreement and made a part hereof by this reference.

2. THE MANOR SHALL:

A. STUB OUT CONSTRUCTION - Construct at its expense two (2) stub-outs for Quail's use which extend from the new sewer line location on the south side of Valley Greens Drive across Valley Greens Drive to Quail's property on the north side of Valley Greens Drive, at a location mutually agreed upon by the Manor and Quail.

B. DEED APPROVAL - Obtain the District's approval of a grant of easement deed ("the Deed") by which Quail grants an exclusive easement in the form attached as set forth in Exhibit B.

C. RECORDATION OF THE DEED - Deliver the Deed when executed to the District and cause the same to be recorded in the office of the Monterey County Recorder.

D. THE CONSERVATION EASEMENT - Cooperate with the District and Quail to address the effect of Exception 3 of that certain preliminary report issued by First American Title Company, dated December 26, 2019 referenced as Order No. 3420-6119159, which exception refers to a conservation easement ("the Conservation Easement").

E. ESCROW COSTS - Pay escrow, title insurance, and recording fees incurred in this transaction, if any.

F. CONSTRUCTION AREA RESTORATION AND SCREENING – Restore, upon completion of the Project, any portion of the surface of the Property disturbed during the construction of the Project, including the Pump Station, to a comparable condition to that which existed prior to Project's construction. As part of the Project, the Manor agrees to resurface the portion of Valley Greens Drive from the Pump Station to the point at which the sewer line connects with the existing CAWD sewer line near Quail's Golf Clubhouse as shown in the attached Exhibit A. In addition, the Manor shall provide landscaping and revegetation to screen the Project improvements on the Pump Station Lot. Such landscaping and revegetation may include 1 to 5 gallon trees, 1 gallon shrubs or flowers. All such landscaping and revegetation for screening shall be planted by the Manor on the Property on or around the Pump Station Lot, at the Manor's sole expense. If Quail reasonably determines that further screening is required, the Manor will provide fencing around the Pump Station Lot or so much of the Pump station Lot as may be deemed reasonably necessary to screen the Pump Station. Any fencing and landscape screening of the Pump Station Facility shall match and blend the Pump Station Facility with its immediate surroundings. If, after installation of the Pump Station Facility and dedication thereof to the District, sounds or odors are emitted by the Pump Station Facility, the District shall, upon request of Quail, install such soundproofing and odor proofing as shall be reasonably necessary to address the emission of sound or odor. Quail shall have the right to approve said odor and noise proofing, and such approval shall not be unreasonably withheld.

G. APPROVAL OF SCREENING PLANS AND SPECIFICATIONS - Provide plans and specifications of planting and fencing, if reasonably determined to be necessary by Quail, to provide visual screening of the Pump Station to Quail at least three (3) weeks prior to the commencement of construction of the Project, for Quail's review and comment. Any comments shall be sent in writing by email to the Manor and the District, and Manor shall work with Quail to address any comments so delivered to Manor and District. If no written comments are received from Quail by the Manor within 10 days of the Manor's presentation of Pump Station screening plans and specifications to Quail, then Quail shall be deemed to have approved the said plans and specifications.

H. CONSTRUCTION SCHEDULE - The Manor contemplates the construction work on Valley Greens Drive contemplated by this Agreement will be completed prior to August 1, 2023. Should said work on Valley Greens Drive not be completed by that date, the Manor agrees that it will not undertake any construction on Valley Greens Drive contemplated by this Agreement between August 1, 2023 and September 1, 2023, so as not to conflict with the activities surrounding the Quail Motorsports Event.

I. REIMBURSEMENT FEE - Waive the right to receive from District fifty per cent (50%) of the reimbursement fee payable by Quail to District. The reimbursement fee shall be calculated by District, based on Equivalent Dwelling Units (EDU), for which Quail would otherwise be responsible. An initial calculation of the estimated reimbursement fee, based on the EDU calculation, is attached to this Agreement as Exhibit E. The initial calculation in Exhibit E shall not limit the actual reimbursement fee calculated by the District.

J. INDEMNIFICATION - Indemnify and hold Quail harmless from any and all claims, damages, costs, judgments, or liability proximately caused by Manor or its directors, officers, employees, independent contractors or agents arising from the Manor's installation of the sewer line extension and stubouts on or adjacent to the Property, including any work carried out on Quail property, but for no other reason.

3. **QUAIL:**

A. CONSERVATION EASEMENT - Agrees to cooperate with the Manor and the District with respect to the Conservation Easement, including, if necessary efforts to release the Pump Station Lot from the encumbrance thereof.

B. RESPONSIBILITY FOR THE FUTURE CONNECTION FACILITY - Agrees, upon completion of the two (2) stub outs described herein, to be fully and completely responsible for them including but not limited to any damage, loss, impairment, change, upgrade, replacement and moving of the stub outs. In addition, Quail agrees that it will be solely responsible for any future sewer connection costs and fees associated with activating its use of the Project, and any and all costs of maintaining, replacing or upgrading the sewer line extensions and stub outs that lie on Quail property. Quail shall be responsible to pay fifty per cent (50%) of fair share reimbursement fee calculated by DISTRICT on the basis of Equivalent Dwelling Units, attributable to Quail. The District shall be solely responsible for those portions of the sewer line extensions in the public right of way. Quail also agrees that it shall be solely responsible for the maintenance and replacement of any landscaping improvements on the

Property once installed. Provided, however, that the maintenance, repair and replacement of any fencing installed around the perimeter of the Pump Station Lot shall be the sole responsibility of the District. The District's acceptance of the Deed shall be deemed District's acceptance of this obligation.

C. LEASE INDEMNIFICATION - Warrants that there are no oral or written leases on all or any portion of the proposed Pump Station Lot, or if there are such leases, Quail agrees to obtain a release from the lessees of any interest in the Pump Station Lot and shall hold the Manor and District harmless and reimburse the Manor and the District for any and all losses and expenses occasioned by reason of any lease or claim of lease on the on Pump Station Lot.

D. PERMISSION TO ENTER - Grants to the Manor and the District, and their respective officers, directors, employees, agents, and contractors, permission to enter the Property as necessary to construct the Pump Station Facility, the sewer line extension, and the stub outs, and to carry out any surface restoration and revegetation on the Property, subject to all applicable terms and conditions contained in this Agreement and the Deed.

E. TITLE INDEMNITY AND WARRANTY - Represents and warrants that it is the sole vested owner of the Property, holding all ownership and possessory rights, and the signatories for Quail are the authorized signatories to grant the rights referenced in this Agreement without conflict or claims from other parties. Quail indemnifies and holds both the Manor and District harmless from any and all claims that other parties may make or assert against the title to the Property.

F. HAZARDOUS SUBSTANCES - Represents and warrants, to the best of Quail's knowledge, and after reasonable inquiry, the following:

i) During Quail's ownership of the Property, Quail knows of no disposal, releases, or threatened releases of hazardous substances on, from, or under the Property or Quail's remaining adjacent property. Quail further represents and warrants that Quail has no knowledge of disposal, release, or threatened release of hazardous substances on, from, or under the Property, or Quail's remaining adjacent property, which may have occurred prior to Quail's ownership.

ii) There is no pending claim, lawsuit, agency proceeding, or any administrative challenge concerning the presence or use of hazardous substances on or within the Property or Quail's remaining adjacent property.

iii) Quail has not used the Property for any activities of any kind that involve the use, recycling or storage of hazardous substances. Quail is not aware of any prior such use of the Property. Quail has not installed any underground storage tanks, above ground storage tanks, barrels, sumps, impoundments or other containers used to contain hazardous substances on any part of the Property or Quail's remaining adjacent property. Quail is not aware of any such prior installations. The consideration for the grant of easement over the Pump Station Lot reflects the value thereof without the presence of contamination. If the Pump Station Lot is found to be contaminated by the presence of hazardous substances which require mitigation under Federal or

State law, the Manor may elect to recover its cleanup costs from those who caused or contributed to the contamination.

G. APPRAISAL - Acknowledges it knows that it could have an appraisal of the easement over the Pump Station Lot being granted to District, to receive a summary of said appraisal, and to receive payment for the easement over the Pump Station Lot being granted to District based thereon. Quail hereby waives any and all such rights in exchange for the benefits to be provided to Quail by the Manor in accordance with the terms and conditions of this Agreement, including the installation of a sewer lateral for Quail's benefit, at no cost to Quail.

4. THE DISTRICT:

A. MAINTENANCE OF PUMP STATION. The District agrees that, upon completion of the Project and dedication of the Pump Station Facility to the District, it shall maintain and repair the Pump Station Facility so long as it remains operational. If, pursuant to this Agreement, additional soundproofing or odor proofing is installed after completion and dedication of the Pump Station Facility to the District, the District shall repair and replace such soundproofing and odor proofing. District shall maintain any visual landscape screening installed as part of the Pump Station Facility.

B. SEWER LINE EXTENSIONS. The District agrees that it shall be solely responsible for those portions of the sewer line extensions and manholes constructed pursuant to this Agreement located in the public right of way.

C. FENCING. The District agrees that the maintenance, repair and replacement of any fencing installed around the perimeter of the Pump Station Lot shall be the sole responsibility of the District.

5. THE PARTIES AGREE:

A. ESCROW AND TITLE INSURANCE - The parties agree to use First American Title Insurance Company ("the Escrow Agent") to act as escrow agent for the recordation of the grant of easement deed over the Pump Station Lot from Quail to the District. In that connection the parties agree that this Agreement and these instructions shall be delivered to the Escrow Agent. The Escrow Agent is hereby instructed to follow the terms of this Agreement. The parties hereto agree to do all acts necessary to close escrow in the shortest possible time.

As soon as possible after the execution of this Agreement, the Manor shall deposit with the escrow agent on Quail's behalf the executed Deed by Quail and a Resolution of Acceptance from the District. The parties agree to deposit in the Escrow all additional instruments and to take all other necessary actions as may be reasonably necessary to complete the effectuation of the grant of easement as herein provided to the District.

i) ESCROW AGENT DIRECTIVES - The Escrow Agent is instructed to, and shall:

- a) Pay and charge the Manor for any escrow fees, charges and costs payable under Paragraph 1.D of this Agreement;
 - b) Deliver the Deed to the District, for recordation pursuant to the written instruction of the District when all conditions of this Agreement have been fulfilled by the District and Quail and subject to written confirmation by counsel for the Manor, the District and Quail.
- ii) CLOSE OF ESCROW - The term "close of escrow", shall mean the date the Deed is recorded in the office of the Monterey County Recorder, subject, however, to the satisfaction of any and all conditions which are required to be performed by the District. Recordation of instruments delivered through this escrow is hereby authorized.

B. MISCELLANEOUS PROVISIONS

1. ARTICLE HEADINGS - Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

2. COMPLETE AGREEMENT - This instrument, any attached exhibits, and the documents expressly described or referred to in the Agreement constitute all of the understandings and agreements existing between and among the parties concerning this Agreement and the rights, interest, understandings, agreements and obligations created by this Agreement. Any prior discussions or documents relating to this Agreement and the subject matter hereof are fully and completely integrated herein, and no such prior discussion or document outside of this Agreement shall be considered or used in any way to interpret any provision of this Agreement.

3. APPROVAL - This transaction is subject to and conditioned upon approval of the Deed by the District and the delivery of a conformed copy of a Resolution of Acceptance of the Pump Station Lot by the District.

4. COUNTERPARTS - This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same document.

5. ELECTRONIC AND FACSIMILE SIGNATURES – In the event that the parties hereto utilize electronic or facsimile documents which include signatures, such documents shall be accepted as if they bore original signatures if documents bearing original signatures are provided following transmittal of the electronic or facsimile signature. Documents for recordation by the Monterey County Recorder must contain original signatures.

6. BINDING EFFECT - This Agreement shall be binding upon each party and their respective successors in interest and assigns.

7. CONTROLLING LAW - This Agreement has been negotiated, drafted and executed in Monterey County, California. The parties agree that this Agreement and the

rights and remedies of the parties hereunder shall be governed by California law. Each party consents to the exclusive jurisdiction of the Superior Court of California in and for the County of Monterey for the resolution of any dispute which is not otherwise resolved as herein provided and for the enforcement hereof.

8. SEVERABILITY - If any one or more of the provisions contained in this Agreement is held by a court of competent jurisdiction (or by an arbitrator who adjudicates any dispute or interprets this Agreement) for any reason to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability of any such provision shall not affect any other provisions hereof, and this Agreement shall be construed as if it did not contain such invalid, illegal or unenforceable provision.

9. AMENDMENTS - The exclusive method to change or modify this Agreement shall be by a written amendment to this Agreement, signed by the parties, and shall be effective from the date specified in such written amendment unless the parties agree to another effective date of amendment in such writing. No oral agreement shall be effective, whether or not partially performed, unless and until embodied in such an amendment to this Agreement and signed by the parties to this Agreement.

10. NUMBER; GENDER - Whenever appropriate in this Agreement, terms in the singular form shall include the plural (and vice versa) and any gender form shall include all others.

11. REMEDIES - All rights and remedies of any party under this Agreement or under applicable law shall be separate and cumulative, and no right or remedy, whether or not exercised, shall preclude a party from exercising any other right or remedy.

12. TIME OF THE ESSENCE - Time is of the essence of this Agreement and failure to comply strictly with this provision and the time periods specified herein (unless waived or extended by written agreement) shall be a material breach of this Agreement.

13. INTERPRETATION/CONSTRUCTION OF AGREEMENT - The parties acknowledge that this Agreement was drafted after negotiations between the parties. The parties agree that any ambiguities or uncertainties shall be resolved by giving effect to the ascertained intent of the parties pursuant to California Civil Code section 1654 without any presumption against any party.

14. AUTHORITY – Each of the individuals signing the Agreement on behalf of the parties hereto represents, covenants and warrants to the other parties that they have the full and absolute authority and ability to bind the entities on whose behalf they are signing and that no other parties must execute this Agreement to make it effective as to such party. Each party that is a corporation, limited liability company, limited partnership, partnership, association or similar type entity, represents and warrants to the other parties that it is in good standing in its state of incorporation or organization, and that it is qualified to conduct business in the State of California.

15. ATTORNEYS' FEES AND COSTS - Each party shall bear its own attorneys' fees and costs incurred through the Effective Date, as well as all costs of preparing, negotiating and executing this Agreement. If any action or arbitration is necessary to enforce or interpret the provisions of this Agreement, the judge or arbitrator hearing such proceeding shall be empowered to award reasonable attorneys' fees, including expert witness fees and costs, to the prevailing party or parties. The said judge or arbitrator shall have the authority to determine which party is the prevailing party, if any. For purposes of this Agreement, "costs" shall not be defined as narrowly as they are in Code of Civil Procedure section 1033.5, but shall include all reasonable expenditures necessary to this action.

16. ALTERNATE DISPUTE RESOLUTION - Any dispute arising out of or relating to this Agreement, or the making, performance or interpretation thereof, shall first be submitted to mediation in Monterey County, California, before a neutral mediator to be selected by the Parties. If the Parties cannot agree on a mediator, then counsel for the Parties shall select a mediator from the panel maintained by the Judicial Arbitration and Mediation Service ("JAMS") in San Jose, California. If counsel cannot agree on a mediator, then the mediator shall be selected by JAMS in accordance with the JAMS Rules then in effect.

The mediation fee shall be divided equally between or among the Parties involved as the case may be. Mediation shall be commenced not later than sixty (60) business days after one Party gives the other Party written demand to mediate.

If any Party to this Agreement refuses to submit a dispute to mediation after written demand having been given by another Party, then the failure or refusal to submit to mediation shall be taken into consideration by the arbitrator (or any judge as the case may be) hereafter designated in determining whether the Party failing or refusing to mediate should be awarded any costs or attorneys' fees by the arbitrator, it being agreed by the Parties that a Party's failure or refusal to participate in mediation would cause the Parties unnecessarily to incur costs and attorneys' fees in the resolution of any dispute.

In the event the dispute is not resolved by mediation, or in the event that a Party fails or refuses to participate in mediation, the dispute shall be referred to neutral, binding arbitration before a single arbitrator as provided in this Paragraph. In the event a dispute is referred to arbitration, the Parties shall select a mutually agreeable arbitrator. If the Parties do not agree on an arbitrator within twenty (20) business days after a request to arbitrate is given by a Party, then the arbitrator shall be a retired justice of the Federal or California appellate court, or a retired judge of the Federal District Court or California Superior Court, or a licensed attorney having not less than ten (10) years' practice in business or commercial law selected from the JAMS San Jose Office in accordance with the JAMS Rules then in effect. All arbitration proceedings shall be conducted in Monterey County, California, unless otherwise agreed by the Parties in writing. The arbitrator must follow California law in reaching their decision, and the failure to do so is grounds for setting aside any arbitration award.

The decision of the arbitrator shall be binding upon the Parties and shall include a written statement of facts and the legal basis for the arbitrator's decision. The decision shall not be final until the written decision is delivered to the Parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Except as expressly provided herein, the arbitration shall be conducted in accordance with California Code of Civil

Procedure sections 1280, et seq.

Notwithstanding anything in this Paragraph to the contrary, either Party may request from a court any provisional or interim relief that is necessary or appropriate to protect the rights or property of that Party, pending the establishment of the arbitrator's final determination and any such request shall not thereby waive the right to require any dispute hereunder to be resolved by binding arbitration.

17. NOTICES - All notices to the parties, provided for or permitted under this Agreement or by law, must be in writing and shall be deemed duly served when personally delivered to the other party. In lieu of personal service, notices shall be deemed duly served on a party when deposited in the United States mail, certified postage prepaid, addressed to such party as set forth below or at such other place as may from time to time be specified in a notice given pursuant to this paragraph as the address for service of notice on such party:

If to the Manor:

Carmel Valley Manor
Attention: President
8545 Carmel Valley Road
Carmel, CA 93921
Telephone: (831) 624-1281
Facsimile: (831) 625-9827
E-mail: jzimmer@cvmanor.com
jhaupt@cvmanor.com

With a copy to:

Stephen W. Pearson, Esq.
Daniel J. Little, Esq.
NOLAND, HAMERLY, ETIENNE & HOSS
P.O. Box 2510
Salinas, CA 93902-2510
Telephone: (831) 424-1414
Facsimile: (831) 424-1975
E-mail: spearson@nheh.com

If to Quail:

Quail Lodge, Inc.
c/o Anthony Lombardo, Esq.
Cody Phillips, Esq.
ANTHONY LOMBARDO & ASSOCIATES
144 W. Gabilan Street
Salinas, CA 93901
Telephone: (831) 751-2330
E-mail: tony@lombardolaw.com

If to Carmel Area Wastewater District:

Carmel Area Wastewater District
Attn: Rachel Lather, District Engineer
P.O. Box 221428
Carmel, CA 93922

Telephone: Office (831)624-1248
E-mail: lather@cawd.org

Signatures follow on next page.

QUAIL:

QUAIL LODGE, INC., a California Corporation
formerly known as Green Meadows, Inc., a California Corporation

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

QUAIL'S MAILING ADDRESS:

Quail Lodge, Inc.
c/o Anthony Lombardo, Esq.
Cody Phillips, Esq.
Anthony Lombardo & Associates
144 W. Gabilan Street
Salinas, CA 93901
Phone: [\(831\) 751-2330](tel:8317512330)
tony@alombardolaw.com

Signatures follow on next page.

MANOR:

NORTHERN CALIFORNIA CONGREGATIONAL RETIREMENT HOMES, INC. dba Carmel Valley Manor

By: _____ Date: _____

Name: Jay Zimmer

Title: President & CEO

By: _____ Date: _____

Name: _____

Title: _____

MAILING ADDRESS OF MANOR:

Northern California Congregational Retirement Homes, Inc. dba Carmel Valley Manor
Attn: Jay Zimmer, President & CEO
8545 Carmel Valley Road
Carmel, California 93923

MANOR'S AGENT CONTACT INFO:

John Mukhar, PE
MNS Engineers, Inc.
111 N. Market Street, Suite 440
San Jose, CA 95113
Phone: Office (408) 610-2824 / Cell (408) 701-7814
jmukhar@mnsengineers.com

Signatures follow on next page.

CAWD:

CARMEL AREA WASTEWATER DISTRICT

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

MAILING ADDRESS OF CAWD:

Carmel Area Wastewater District
Attn: Rachel Lather, District Engineer
P.O. Box 221428
Carmel, CA 93922
Phone: Office (831)624-1248 / Cellphone: (831)917-1423
E-mail: lather@cawd.org

CAWD'S AGENT CONTACT INFO:

Robert Wellington, Esq.
P.O. Box 4523
Carmel, CA 93921
Telephone: (831) _____
E-mail: rob@wellingtonlaw.com

EXHIBIT A:
Project Site Plan

BASIS OF BEARINGS AND ELEVATIONS

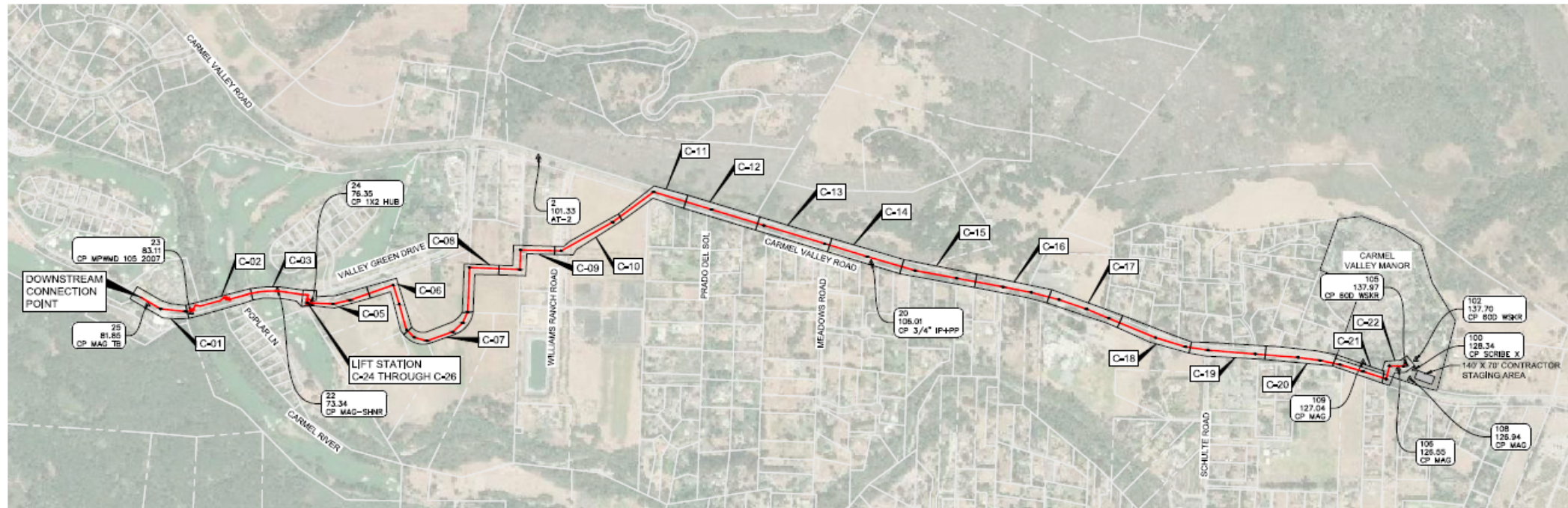
ALL DISTANCES, BEARINGS, AND COORDINATES ARE BASED ON ZONE 5 OF THE CALIFORNIA COORDINATE SYSTEM (CCS), NAD83 (2011), EPOCH 2017.50, THE HORIZONTAL ADJUSTMENT WAS PERFORMED BY UTILIZING 3 CONTINUOUS GLOBAL POSITIONING SYSTEM (CGPS) STATIONS TO ESTABLISH HORIZONTAL COORDINATE VALUES, THE PUBLISHED VALUES FOR THESE CGPS STATIONS WERE PROVIDED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC), THE MEASURED DISTANCES FOR THE PROJECT ARE GROUND DISTANCES, GROUND DISTANCES WERE OBTAINED BY DIVIDING THE GRID DISTANCES USING THE COMBINED FACTOR OF 0.9999423854 CALCULATED AT CONTROL POINT 20.

ELEVATIONS ARE BASED ON THE PUBLISHED BENCHMARK PROVIDED BY NATIONAL GEODETIC SURVEY (NGS) ON THE NAVD83 VERTICAL DATUM, BM PID GU2079, DESIGNATION U 703 RESET, ELEV. = 96.27' (CONTROL POINT 703), DESCRIPTION: DISK IN CONCRETE ABOUT 1.1 MILES EAST ALONG CARMEL VALLEY ROAD FROM THE JUNCTION WITH STATE HIGHWAY 1 AT CARMEL, 36 FEET SOUTH OF THE CENTER OF HIGHWAY, 2.0 FEET NORTH OF A FENCE LINE, AND ABOUT 24.0 FEET NORTH OF THE NORTHERN MOST EDGE OF A PARKING FACILITY AREA FOR A GOLF COURSE, 10.0 FEET EAST OF WITNESS POST.

LOCAL HORIZONTAL AND VERTICAL CONTROL MONUMENTS (U.S. SURVEY FEET)				
POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
2	2089886,2800	5724777,8100	101.33	AT-2 MAG NL/SHNR
20	2088026,1100	5727428,4900	108.01	CP 3/4" IP+PP
22	2088804,1900	5722700,1500	73.34	CP MAG NL/SHNR
23	2088623,5400	5722012,4700	83.11	CP MPWMD 105 2007
24	2088689,5000	5722989,2400	76.35	CP 1X2 HUB
25	2088689,5000	5721695,2400	81.85	CP MAG TB
100	2088163,8700	5731757,1700	128.34	CP SCRIBE X
102	2088230,5500	5731768,1100	137.70	CP 60D WSKR
105	2088197,4600	5731689,2700	137.87	CP 60D NL/WSKR
106	2088163,7800	5731826,2900	126.55	CP MAG NL
108	2088081,3700	5731720,4700	126.84	CP MAG NL
109	2088216,8700	5731348,1300	127.04	CP MAG NL
703	2093220,8200	5713224,0100	96.27	BM U 703 RESET (GU2079)

GENERAL NOTES (CONT'D)

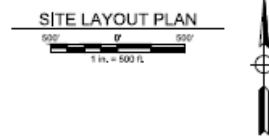
- PROTECTION OF ANY EXISTING SURVEY MONUMENTS IS REQUIRED. PRESERVE IN FULL COMPLIANCE WITH CALIFORNIA BUSINESS AND PROFESSIONS CODE, CHAPTER 15, SECTION 8771 AT NO ADDITIONAL COST TO THE OWNER.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO FOLLOW ALL OSHA REQUIREMENTS FOR TRENCHING IN CARMEL VALLEY ROAD AND VALLEY GREENS DRIVE. WORK SHALL BE LIMITED TO WITHIN THE TRAFFIC CONTROL LIMITS. CONTRACTOR SHALL FOLLOW REQUIREMENTS OF COUNTY OF MONTEREY RIGHT-OF-WAY PERMIT AT ALL TIMES.



DIAL TOLL FREE
811
AT LEAST TWO DAYS
BEFORE YOU DIG

Know what's below,
Call before you dig.

MEMBER SINCE 1987 AND PART OF 811 CALL BEFORE YOU DIG



REV	DATE	BY	DESCRIPTION
1	8/12/22	JD	DESIGN REVISION 1

811 D Capitan Way, Suite 130
San Luis Obispo, CA 93401
Phone: 805-767-0326
www.mnsengineers.com

DESIGNED: NAB
DRAWN: JLD
CHECKED: NGV/ML

NICHOLAS E. PANOFSKY
PROJECT ENGINEER
NO. 27506 EXP. 12-31-2023

8/12/2022
DATE



SCALE:
NONE

CARMEL VALLEY MANOR SEWER EXTENSION
CARMEL VALLEY MANOR

**SITE LAYOUT PLAN, BASIS OF BEARINGS,
GENERAL NOTES CONT'D.**

PROJECT NUMBER
CARVM,190061

DRAWING NUMBER
G-03

SHEET NUMBER
3 OF 64

Attachment #3

EXHIBIT B:

Legal Description for Pump Station Lot

A portion of land in the County of Monterey, State of California, being a portion of Parcel C per map recorded as Tract No. 445 in Volume 8, Page 1 of Maps in the Office of the County Recorder of said County.

Said portion of land is described as follows:

Commencing at the southeasterly terminus of a line per said Tract No. 445, shown as N 82°34'11" W, 87.78 feet, along the southwesterly right-of-way of Valley Greens Drive (60' wide), being the beginning of a tangent curve, concave northerly, having a radius of 730.00 feet and a central angle of 6°11'24"; thence, southeasterly along said curve along said southerly right-of-way, a distance of 78.87 feet, to the **Point of Beginning**; thence,

- 1st Continuing along said curve, with a central angle of 3°08'28", a distance of 40.02 feet; thence,
- 2nd S 1°36'44" W, 43.14 feet; thence,
- 3rd N 88°23'16" W, 40.00 feet; thence,
- 4th N 1°37'14" E, 41.78 feet to the **Point of Beginning**.

Containing an area of approximately 1,691 square feet, more or less.

This real property description was prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

Signature: Shane C. Sobecki
Shane C. Sobecki, PLS

Date: 1/29/2020

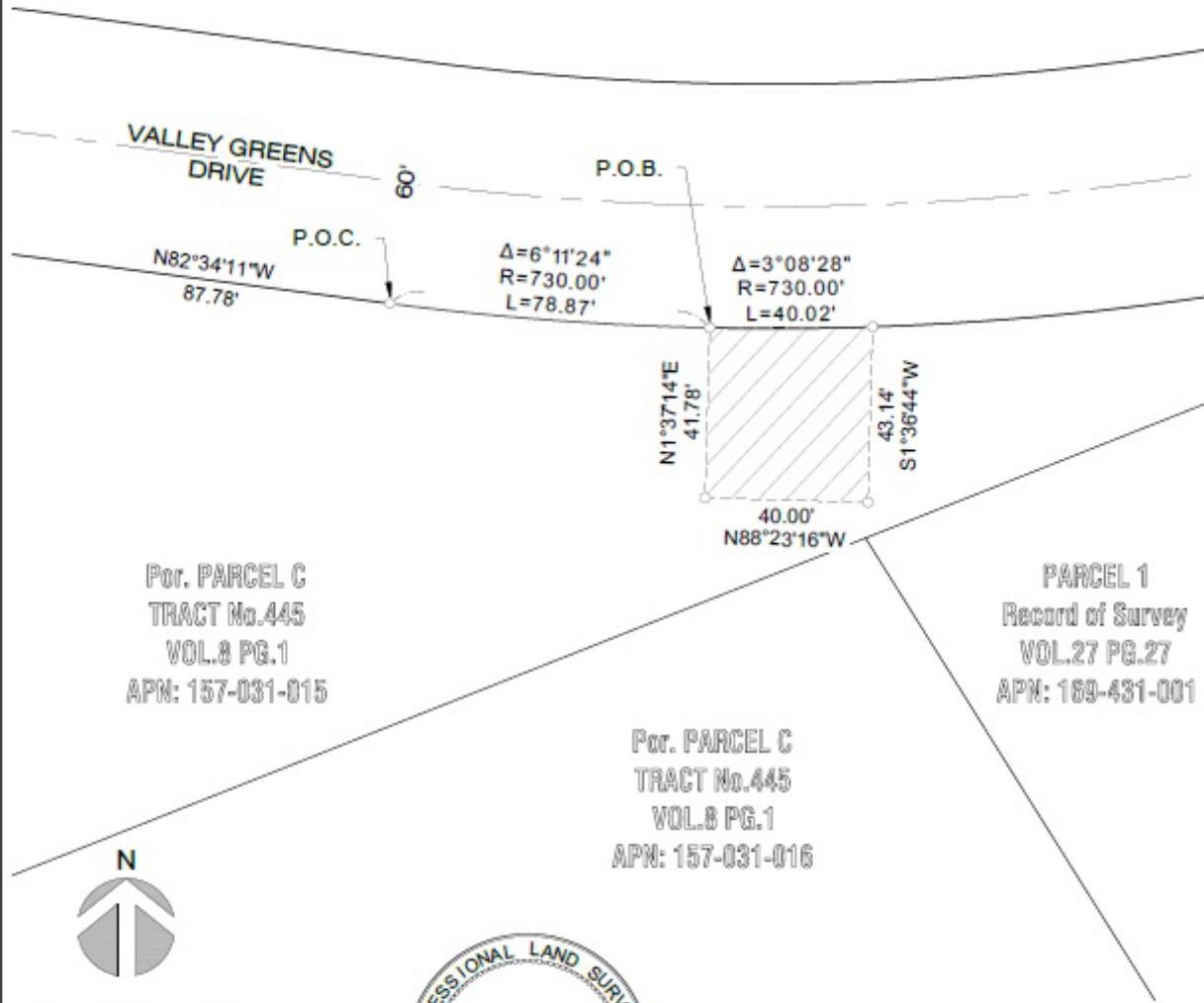


LEGEND

P.O.C. - POINT OF COMMENCEMENT

P.O.B. - POINT OF BEGINNING

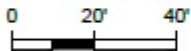
PARCEL D
TRACT No.445
VOL.8 PG.1
APN: 157-031-023



Por. PARCEL C
TRACT No.445
VOL.8 PG.1
APN: 157-031-015

PARCEL 1
Record of Survey
VOL.27 PG.27
APN: 169-431-001

Por. PARCEL C
TRACT No.445
VOL.8 PG.1
APN: 157-031-016



SCALE: 1"=40'



4580 E. Thousand Oaks Blvd, Ste 101
Westlake Village, CA 91362
805.648.4840 Phone

ENGINEERING
PLANNING
SURVEYING
CONSTRUCTION MANAGEMENT



PROJ.T.190061.00 * ESMT EXH.dwg * 01/29/2020 * RCS * E-FILE

APN: 157-031-015
Portion of Parcel C
Tract No.445, Volume 8, Page 1 of Maps
County of Monterey, State of California
1,691± SQ. FT. []

EXHIBIT C

Quail Stub Outs

EXHIBIT D
Pebble Beach and Monte Verde/Sixteenth Pump Stations

MNS Engineers, Inc.
Examples of Sewage Lift Stations



CAWD – Monte Verde and Sixteenth Pump Station



Pebble Beach – 18th Hole Pump Station



**Attachment #3-Please see
attachments 2F &G**

EXHIBIT E

Equivalent Dwelling Unit Calculation and Assessor Parcel Numbers

(Attachments to be inserted upon completion)

RESOLUTION TO
APPROVE THE CARMEL VALLEY MANOR SEWER EXTENSION PROJECT
ACCESS PUMP LOT AND PIPELINE INSTALLATION AGREEMENT WITH
NORTHERN CALIFORNIA CONGREGATIONAL RETIREMENT HOMES, INC.
DOING BUSINESS AS (DBA) CARMEL VALLEY MANOR (CVM), PROJECT #19-08

-oOo-

WHEREAS, the Carmel Valley Manor (“CVM”) requires access to real property (“the Property”) owned by Quail Lodge, Inc., a California Corporation formerly known as Green Meadows, Inc., a California Corporation (“Quail”), for the purposes of constructing an underground pump station contained within an underground wet well and an above ground enclosed control panel and generator (“the Pump Station Facility”) for the Carmel Valley Manor Sewer Extension (“the Project”) and related purposes. The Project includes the installation of a sewer line on and adjacent to the Property; and

WHEREAS, Quail is willing to grant an easement over a portion of the Property (“the Pump Station Lot”), and incorporated by this reference (“the Deed”) to the District in exchange for the construction by the Manor of two (2) stub-outs for Quail’s use; and

WHEREAS, construction of the Pump Station Facility on the Property for and on behalf of the District is necessary; and

WHEREAS, an Access Pump Lot and Pipeline Easement Agreement (see Resolution 2022-61) is needed to be signed by CVM, Quail and the District to summarize the understandings and agreements associated with the facilities within the easement on the Quail Property.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Carmel Area Wastewater District, hereby authorizes the General Manager to sign the Access Pump Lot and Pipeline Installation Agreement in substantially the form presented, subject to such modifications as are necessary, and as are approved by the General Manager, the District Engineer and the District’s legal counsel.

PASSED AND ADOPTED by the Board of Directors of the Carmel Area Wastewater District on September 29, 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

RESOLUTION NO. 2022-61

RESOLUTION TO
APPROVE THE CARMEL VALLEY MANOR SEWER EXTENSION PROJECT
ACCESS PUMP LOT AND PIPELINE EASEMENT AGREEMENT FOR SEWER
IMPROVEMENTS, PROJECT #19-08

-oOo-

WHEREAS, the Carmel Valley Manor (“CVM”) requires access to real property (“the Property”) owned by Quail Lodge, Inc., a California Corporation formerly known as Green Meadows, Inc., a California Corporation (“Quail”), for the purposes of constructing an underground pump station contained within an underground wet well and an above ground enclosed control panel and generator (“the Pump Station Facility”) for the Carmel Valley Manor Sewer Extension (“the Project”) and related purposes. The Project includes the installation of a sewer line on and adjacent to the Property; and

WHEREAS, Quail is willing to grant an easement over a portion of the Property (“the Pump Station Lot”), and incorporated by this reference (“the Deed”) to the District in exchange for the construction by the Manor of two (2) stub-outs for Quail’s use; and

WHEREAS, construction of the Pump Station Facility on the Property for and on behalf of the District is necessary; and

WHEREAS, an Access Pump Lot and Pipeline Easement Agreement is needed to be signed by CVM, Quail, Wolter Farm Development, LLC, Nile Estep, and Cañada Woods, LLC and the District to summarize the understandings and agreements associated with the facilities within the easement on the Quail Property.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Carmel Area Wastewater District, hereby authorizes the General Manager to sign the Access Pump Lot and Pipeline Easement Agreement in substantially the form presented, subject to such modifications as are necessary, and as are approved by the General Manager, the District Engineer and the District’s legal counsel.

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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: September 29, 2022

Subject: Septic to Sewer State Revolving Fund (SRF) Grant and Loan Opportunity
Corona Road Sewer Extension Project #18-21

RECOMMENDATION

It is recommended the Board of Directors adopt a resolution authorizing the General Manager to:

- (1) Enter into an agreement with Denise Duffy and Associates to provide environmental documents (including Federal Cross Cutter) and permits for the Corona Road area neighborhood to be completed prior to the March 1, 2023 deadline for a full SRF Grant and Loan application for construction of on-site and off-site sewer improvements.
- (2) In addition, it is recommended that the Board of Directors adopt resolutions authorizing the General Manager to sign a contract amendment with the environmental consultants for the project in an amount not to exceed \$56,200.

DISCUSSION

The Corona Road area neighborhood in the Highlands area of Monterey County have been actively proceeding with the forming an assessment district to construct sewer facilities on the west and east side of Highway One near Corona Road. The advocates of the sewer project have circulated a petition to request that the District move forward with assessment district proceedings with 78% of the affected property owners having signed the petition. The property owners have also provided funding for the preliminary engineering and environmental work that would be needed to form an assessment district. Recently, easement agreements have been approved by two property owners for the pump station that is needed to be constructed and the preliminary plans are nearly complete.

The assessment district can only fund the off-site improvements (sewer main and pump station) and not the on-site improvements (connection fee, lateral construction, and demolition of septic system). It is estimated that the cost of construction of the off-site improvements will be \$3 million and the on-site improvements will be \$20,000 per parcel or \$1,240,000. When the assessment district is approved, it is anticipated that property owners will connect as their septic systems fail because of the connection fee and cost of on-site work.

The Principal Engineer recently discovered information regarding the Clean Water State Revolving Fund (CWSRF) Septic-to-Sewer Program that is funded by the Federal Government Budget Act of 2021. She reached out to the CWSRF program manager and discussed the three potential projects that could qualify for the program: Yankee Point/Spindrift, Corona Road, and Quail. We discussed the requirements on the attached Fact Sheet and determined that each qualify as a “Septic-to-Sewer Small Non DAC (Disadvantaged Community)”. This program will fund 50% of the costs with a grant and 50% with a low interest rate loan (currently 1.6%). In addition, the CWSRF program will fund the connection fee for each home and all on-site work.

In addition to qualifying for the grant, there are deadlines associated with the grant application and approval. A General Application is required to be submitted by November 1, 2022 and if the project is approved, the CWSRF staff will notify the District in January 2023 and request a full application be submitted by March 1, 2023. The Environmental package for the full application requires the submittal of California Environmental Quality Act (CEQA) documents as well as Federal cross-cutter documentation. Other permits and final plans and specifications are not required. The cost of the CEQA work can be reimbursed by the grant/loan program retroactively once the agreement is executed. It takes a minimum of 6 months to complete and adopt CEQA documents, which means that the consultant will have to start immediately in order to be able to meet the March 1, 2023 deadline. Only the Corona Road project has preliminary design and the preliminary environmental assessment started and could meet the deadlines.

Attached is a table summarizing the projects and estimated costs for environmental work, grant/loan funding and the annual cost per parcel over 20 years. The Corona Road project homeowners are interested and willing to either form an Assessment District or pursue the CWSRF funding and either route will reimburse the costs associated with the septic to sewer project. In addition, all costs can be funded by the CWSRF funding program which is a huge benefit to the property owners and the District, since all 62 connection fees will be funded by the program and paid to the District.

On Table 1: Grant Preparedness Analysis, the Corona Road Sewer Extension project needs \$56,176 in order to fund the full Environmental Assessment work needed for the project. This was anticipated to be required after the assessment district was formed but is needed now in order to obtain the CWSRF grant/loan funding. If the CWSRF funding is not awarded, the funds will be reimbursed by the assessment district that needs 51% support to be formed and has 78% support as documented by the petitions. The homeowners do not have time to collect funds for this work and have requested that the District provide the funds and approve the contract amendment for Denise Duffy to commence the work.

The District approved Resolution 2019-10 in February 2019 declaring its intent to reimburse expenditures from the proceeds of debt for the Corona Road Project. Whether we utilize grant or assessment bond funding, the District has provided for full reimbursement of its costs.

FUNDING

None- All costs to be covered by grant or bond

Corona Road Sewer Extension Project
Additional Services for SRF Environmental Package and Technical Reports

Denise Duffy & Associates, Inc. (DD&A) is pleased to provide this scope of services and budget amendment to provide additional services to the Carmel Area Wastewater District (District) for the Corona Road Sewer Extension project (Proposed Project). As described below, this amendment consists of additional tasks to complete the Initial Study Mitigated Negative Declaration (ISMND) under state funding requirements and prepare technical reports for the State Revolving Fund (SRF) grant application, as needed. Specifically, the efforts under this amendment will complete the application's environmental components to secure funding through the State Water Resources Control Board (SWRCB) SRF program. All applicants to the SRF program must submit a complete package including all applicable environmental documents listed in the Environmental Package and other supporting documents that substantiate compliance with the "CEQA-Plus" requirements.

Added Scope of Services

The following documents are needed for an Environmental Package to be deemed complete:

- Environmental Package which includes; required notices, review by state agencies, and both draft and final CEQA documents.
- Air Quality Data Analysis Report.
- National Historic Preservation Act (NHPA) Section 106 Report/Cultural Report.
- United States Fish and Wildlife Service (USFWS) or National Marine Fisheries Service (NMFS) species list and biological assessment, evaluation, or report.
- Wetland delineation report, if applicable.
- Flood Plain Map.
- Other federal cross cutter supporting documentation as applicable; and
- Alternatives analysis.

DD&A's in-house Natural Resources Division (NRD) will conduct the required biological resources assessment to fulfill SRF requirements. In addition, DD&A proposes to retain Albion Environmental Consulting to prepare the cultural resources report and Native American outreach to address CEQA-Plus requirements under Section 106. DD&A would retain AMBIENT Air Quality & Noise Consulting to perform air quality modeling to support the Proposed Project's CEQA documentation and Environmental Package. DD&A assumes that a wetland delineation report will not be required; an optional task is provided in the following scope of services to provide, if applicable.

Add-On Task #1: Prepare Key Environmental Technical Analyses

DD&A will prepare technical reports and analyses to supplement the IS/MND being prepared for the Proposed Project under our original agreement. The technical reports will be necessary for the Environmental Package required for the State Revolving Fund (SRF) Programs, within the

Division of Financial Assistance, State Water Board. The following technical analyses for the Proposed Project are proposed to support the Administrative Draft IS/MND and for inclusion in the Environmental Package.

Task #1.1. Biological Survey and Biological Resources Assessment

Task #1.1.1 – Initiation and Review of Available Materials. DD&A will conduct pre-survey research utilizing available resources, including the California Department of Fish and Wildlife's (CDFW's) California Natural Diversity Database (CNDDDB) species occurrence reports, the U.S. Fish and Wildlife Service's (Service's) Information for Planning and Consultation (IPaC) Resource List, California Native Plant Society (CNPS) lists, local experts, and other relevant published and unpublished materials. DD&A will review and utilize the available biological resources data compiled for the project area to the extent possible.

Task #1.1.2 - Field Review and Data Collection. DD&A biologists will visit the site to assess the environmental conditions of the site and its surroundings. The field review will include evaluating and mapping of general and sensitive habitat features and identifying the presence or potential presence of sensitive biological resources within the project site and the local vicinity. Protocol wildlife surveys or a formal wetland delineation are not included; DD&A is available to conduct these additional surveys if they are determined to be necessary after the initial field review; however, an add-on to the scope would be required.

Task #1.1.3 - Draft Biological Resources Report. DD&A will prepare a Draft Biological Resources Report which satisfies the reporting criteria of applicable regulatory agencies. The report will include documentation of the biological resources that are known or have the potential to occur within the project site and local vicinity. The report will also include an assessment of potential impacts of the project with associated mitigation, as necessary, to reduce impacts. The report will also include a review of relevant regulatory permit requirements and applicable regulatory agency jurisdiction, including the CDFW, Service, Regional Water Quality Control Board (RWQCB), and the U.S. Army Corps of Engineers (ACOE). The draft report will be submitted to the District for review. DD&A will revise the Draft Biological Resources Report as necessary based on one (1) round of comments received from the project team and prepare a Final Biological Resources Report.

Task #1.2. Arborist Report

DD&A will prepare an Arborist Report¹ to satisfy the reporting criteria necessary for regulatory requirements. The report will include a County-approved tree assessment, including an analysis of all trees that fall within the project limits. In accordance with County, Coastal, and CEQA requirements, the arborist report will also recommend project-specific best management practices for working near trees that will be implemented throughout construction. In addition, the report will include mitigation, as necessary, to reduce or avoid impacts to trees and other biological resources.

¹ Please note that, per County regulations, if three (3) or more trees are determined to be impacted by the Proposed Project, that a Forest Management Plan (FMP) would be prepared in lieu of the Arborist Report/Tree Removal Permit. Costs associated with preparation of an FMP would be identical to those estimated for the Arborist Report/Tree Removal Permit.

Task #1.3. Cultural Resources Report and Section 106 Compliance

Albion Environmental, Inc. (Albion) will prepare a Phase 1 Cultural Resource Inventory for the project. As part of their assessment, Albion will review existing archaeological records located at the Northwest Information Center (NWIC), conduct a Sacred Lands File Search and Native American Heritage Commission (NAHC) Request, engage Native American Section 106 Consultation on behalf of the lead agency, conduct a pedestrian survey of the Proposed Project Area, and create a report of findings and recommendations for the District. This task assumes consultation with up to three (3) Tribal groups, with all tasks being completed digitally with no in-person meetings. In the event cultural resources are located, Albion can work with the project team to determine an appropriate course of action under the guidelines outlined by CEQA. *In this event, a contract amendment would be required.*

Task #1.4. Air Quality Modeling Report

AMBIENT Air Quality & Noise Consulting (AMBIENT) will prepare an Air Quality/Greenhouse Gas Modeling report for the Proposed Project. The report will quantify short-term construction and, if necessary, long-term operational emissions of criteria air pollutants and greenhouse gases (GHG). Long-term operational emissions are anticipated to be minor. However, if deemed necessary, emissions modeling will be conducted to evaluate operational emissions associated with worker trips. Emissions will be quantified for daily summary, daily winter, and annual conditions. Evaluation of multiple alternatives or development phases is not anticipated to be required for this project. The preparation of health risk assessments and dispersion modeling assessments are not anticipated to be required. Exposure of sensitive receptors to odors as a result of the Proposed Project are anticipated to be minor and will be qualitatively discussed.

Task #1.5. Evaluation of Alternatives

DD&A will prepare an early evaluation of alternatives and conduct a field study (reconnaissance level) for identified alternatives considering environmental factors. DD&A will work with Project engineers and the District to define alternatives of sufficient detail for this task. The following tasks are assumed:

- Perform desktop and preliminary evaluation of environmental conditions at the alternative sites/alignments.
- Conduct one (1) field site visit for an early reconnaissance level biological field review of each alternative site/alignment.

Task #1.6. Project Mapping – Area of Potential Effect (APE)

DD&A will coordinate with the District and Project engineers to prepare the required mapping to clearly outline the areas impacted by project activities, including all project components, staging areas, and construction limits. DD&A will prepare draft GIS figures of the Area of Potential Effect (APE) and Project Impact Area (PIA). This task has been included to ensure the full project area is included in the technical reports, alternatives, and the CEQA analysis, to ensure appropriate consideration under SRF requirements.

Add-On Task #2. Preparation of Environmental Assessment of Engineering Alternatives and Ongoing Engineering Coordination

This task proposes the preparation of an Environmental Assessment of Engineering Alternatives by DD&A, to be used by the Project engineers as an appendix to the required Preliminary Engineering Report component of the SRF application. While potential alternatives to the Proposed Project have yet to be developed, potential alternatives could include alternate pipeline alignments. This task assumes that the Project engineers will provide general information on the alternatives. After completion of fieldwork identified in Task #1.3 above, DD&A will prepare and submit a draft Environmental Assessment of Engineering Alternatives; the draft will be finalized after the District provides comments.

This task also includes ongoing work by DD&A to coordinate with District staff and Project engineers to identify potential mitigations and address environmental and design considerations based on the impacts found in the technical analyses described under Add-On Task #1 and the Administrative Draft IS/MND being prepared as part of our original contract. DD&A will coordinate with the project team in determining proper design and construction mitigation to reduce significant impacts, if any are found. This task includes ongoing consultation through contract completion.

Add-On Task #3. Prepare Environmental Package

The Environmental Package will be prepared and submitted to fulfill requirements for the SRF Programs, as defined by the Division of Financial Assistance, State Water Board. DD&A will prepare the required environmental technical documentation above and additional compliance forms. DD&A will assemble the supplemental information for the Environmental Package, meeting all submittal requirements of the SWRCB. This task includes the preparation of an Administrative Draft for District review and a Draft Environmental Package for State Water Board technical review (for Cultural and Biological Reports defined above). After receiving comments on the Administrative Draft technical reports, DD&A will complete the full Environmental Package for SWRCB submittal. DD&A will assist SWRCB with the review and approval of the Environmental Package. This scope of work does not include local, state, or federal permit acquisition for the Proposed Project.

Add-On Task #4: Additional Services for IS/MND

After completion of the required technical reports, DD&A will supplement the analysis in the IS/MND to address CEQA/NEPA requirements for CEQA-Plus under SRF.

Add-On Task #5: Meetings and Project Management

DD&A proposes attendance/involvement in up to four (4) additional monthly meetings and conference calls and four (4) additional project meetings with the District. Regular meetings for projects within the SRF program are typically held to assist the grant application processing.

Optional Task: Draft & Final Wetland Delineation Report (if applicable)

DD&A will prepare a Wetland Delineation Report of sufficient content and format to satisfy the U.S. Army Corps of Engineers (ACOE), Regional Water Quality Control Board, and California Coastal Commission (CCC) requirements for regulatory permitting. This task has been included to meet CEQA Plus requirements as described in the Environmental Package.

Costs

The estimated costs associated with the contract amendment are presented on the attached spreadsheet.

**DD&A, Inc. Cost Breakdown
for
Corona Road Sewer Extension Project
Add-On #1**

Task		Principal	Sr. Project Manager	Sr. Environmental Scientist	Assoc Planner/Scientist	Assistant Planner/Scientist	GIS/Computer Specialist	Admin/Editing	Hours Per Task	Subtasks	Cost Per Task
1	Environmental Package Reports and Components for SRF								-		27,067.00
1.1	Biological Survey and Biological Resources Assessment Report								-	5,973.00	
1.1.1	Initiation and Review of Available Materials		2			4		1	7	\$ 836	
1.1.2	Field Review and Data Collection		2	4		8	2		16	\$ 1,972	
1.1.3	Draft and Final Biological Resources Report		2	2	4	16	3	1	28	\$ 3,165	
1.2	Arborist Report		2	43	60		4	1	110	13,930.00	
1.3	Cultural Resources Report	2			1	2	1	1	7	989.00	
1.4	Air Quality Modeling Report	1			2	2		2	7	822.00	
1.5	Alternatives Report	8	3		8	2		2	23	3,737.00	
1.6	Area of Potential Effect (APE) Project Mapping	1	2		2	2	4	2	13	1,616.00	
2	Environmental Assessment of Engineering Alternatives and Engineering Coordination	8	4		8	4		2	26		4,120.00
3	Draft and Final Environmental Package	12			8	20	4	2	46		6,496.00
4	ISMND Incorporation of Additional CEQA Plus	4	6		4	8	4	2	28		3,898.00
5	Meetings and Project Management	8	4		2	2		2	18		3,216.00
	Total Hours	44	27	49	99	70	22	18	329		
	Hourly Rate	\$242.00	\$175.00	\$142.00	\$116.00	\$104.00	\$111.00	\$70.00			
	Total Labor	\$ 10,648	\$ 4,725	\$ 6,958	\$ 11,484	\$ 7,280	\$ 2,442	\$ 1,260			\$ 44,797
Subconsultants											
	Albion (Archaeological Resources, AB 52 Tribal Consultation)									\$ 6,795	
	Ambient (AQ/GHG Modeling)									\$ 2,500	
Subconsultant Subtotal											
											\$ 9,295
Expenses											
	Survey Equipment									\$ 225	
	Mileage (at current IRS mileage rate)									\$ 125	
	Miscellaneous (phone, fax, cellular, postage, courier etc)									\$ 250	
Expenses Subtotal											
											\$ 600
Subtotal											
											\$ 9,895
Administration Fee											
											\$ 1,484
Total Budget											
											\$ 56,176
Optional service Wetland Delineation, if necessary: \$4,500											

TABLE 1- GRANT PREPAREDNESS ANALYSIS

Project	Petition with over 70% Support	Paid for Engineering Design	Paid for Prelim CEQA	Prepared to form Assessment District	Can be Ready for SRF Grant Full Application in March 2023	Funding needed to Complete Items for Full Grant** (\$)	# of lots	Current Project Cost Estimate* (\$)	Annual Pay Back of 50% SRF Loan per parcel (\$)	Interest in Grant?
Corona Road Sewer Extension	YES	YES	YES	YES	YES	56,176	62	4,000,000	1,400	Yes
Yankee Pt./Otter Cove Sewer Extension	NO	NO	NO	NO	NO	550,000	217	21,894,000	2,130	Yes
Quail Area Sewer Extension	NO	NO	NO	NO	NO	50,000	200	7,500,000	793	No
* includes connection fees, septic abandonment and lateral installation										
**CEQA only but initial Engineering is needed for Yankee Point and Quail prior to CEQA work										

Helpful Definitions:

- **Disadvantaged Community (DAC):** median household income (MHI) < 80% statewide MHI
- **Small Community:** < or equal to 20,000 people.
- **Large Community:** > 20,000 people.

Planning Grants/Principal Forgiveness (PF):

- Available for projects that serve small DACs.
- No cap on planning grant. Rather, planning grants count towards the total cost a community is eligible for over a 5-year period including planning, technical assistance, and construction.

Construction Grants/PF:

Community	Wastewater Rates as a % of MHI	% of Total Eligible Project Cost	Max Grant/PF Per Project	Max Grant/PF Per Household*
Small Non-DAC (MHI ≤ 150% Statewide MHI)	≥4%	50%	N/A	\$45,000** Or \$125,000 (septic-to-sewer)**
Small DAC/SDAC	N/A	100%		
Septic-to-sewer only: Large DAC or Small Non-DAC	≥1.5%	50%	\$25 million	\$75,000

* The Deputy Director of DFA may approve financing for construction projects with a total eligible project cost up to \$6 M regardless of the amount per connection.

** Deputy Director of DFA can approve up to \$60,000 or \$175,000, respectively, for good cause.

\$350 Million Set-Aside for Septic-to-Sewer Projects (Budget Act of 2021):

- Eligible septic-to-sewer planning or construction projects with local investment that serve small DACs may be awarded funding as applications are complete.
- Construction projects for Large DACs or small non-DAC communities may also be eligible, but eligible small DACs will be prioritized.
 - Must submit a CWSRF general application form prior to November 1, 2022.
 - Complete full CWSRF application by March 1, 2023.
 - Start construction by spring 2024 and complete construction by the end of 2025.
 - Priority based on the following factors: (1) local investment, (2) higher costs per connection, and (3) mitigating impacts to public health or water quality.

Please contact CleanWaterSRF@waterboards.ca.gov or (916) 327-9978 for any questions.

RESOLUTION NO. 2022-62

RESOLUTION APPROVING THE GENERAL MANANGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH DENISE DUFFY & ASSOCIATES TO PROVIDE ENVIRONMENTAL DOCUMENTS, INCLUDING FEDERAL CROSS CUTTER DOCUMENATION, AND PERMITS FOR CORONA ROAD PROJECT #18-21, PRIOR TO THE MARCH 1, 2023 GRANT DEADLINE FOR A SEPTIC TO SEWER STATE REVOLVING FUND (SRF) GRANT & LOAN OPPORTUNITY

-oOo-

WHEREAS, the Corona Road Neighborhood have circulated petition and have 78% of the affected property owners have approved the petition, and have provided funding to the District for the preliminary engineering and environmental work that would be needed to form an assessment district; The full Environmental Assessment work was to be completed after the assessment district was formed but in order to meet the Clean Water State Revolving Fund (CWSRF) grant deadline ;and

WHEREAS, the easement agreements have been approved by two property owners for the pump station that is needed and preliminary plans reaching the completion state and demonstrates that the Corona Road Project is actively pursuing District requirements to join the managed sewer system; and

WHEREAS, the Corona Road estimated cost of construction will be \$20 thousand per parcel, and there is a \$100 thousand dollar needed to complete specified documentation on a shortened timeline to meet grant deadline ; and

WHEREAS, the District has determined that that the CWSRF for “Septic-to-Sewer Small Non DAC(Disadvantage Community) for Corona Road would qualify for the grant program. The program would fund 50% of costs with a grant and 50% with a low interest rate loan, and would also fund the connection fee for each home and all on-site work; and

WHEREAS, the CAWD District Board of Directors

1. Has reviewed and considered the grant preparedness analysis and the associated deadlines, and
2. Recognizes that the full application deadline to obtain the grant must be submitted by March 1,2023, and that Corona Road is requesting the District to fund \$56,200 for the full Environmental Assessment work needed in order to be in a position to be awarded the grant funds.
3. That the Board recognizes that if the Clean Water State Revolving Fund (CWSRF) is not awarded, the funds will be reimbursed by the assessment district

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 \$56,200, with Denise Duffy & Associates For Services for the Corona Road Project and agrees to provide the funding, which is necessary to obtain the environmental documentation, permits, and federal cross cutter documentation.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on September 29, 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: Patrick Treanor, Plant Engineer

Date: September 29, 2022

Subject: Project #22-05 - Authorize Engineering Services for the Reclamation Microfiltration/Reverse Osmosis and Tertiary System 15-Year Capital Improvement Program Master Plan - \$281,981

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 Consultants for engineering planning services needed to develop a long-term capital improvements plan for the Reclamation Treatment Facilities.

DISCUSSION

The Reclamation Project partners are seeking a future long-term capital plan to guide funding of a new reserve fund for the project. For the last 15-years the Reclamation Project has been paying off the bonds that were used to finance the Reclamation Microfiltration/Reverse Osmosis (MF/RO) Facility. The bond payments currently cost the Reclamation Project about \$3 Million per year and the bond will be paid off at the end of the current fiscal year. The Reclamation Project partners plan to use the pending windfall coming from the completion of annual bond payments to pay into a capital reserve fund. The master planning efforts will help determine how much capital should be set aside.

It is anticipated that a variety of capital improvements will soon be necessary at the MF/RO Facility (which has been in service for 15 years), and the Tertiary Facility (which has been in service for about 30 years). The capital improvements master plan will be developed using a risk centered asset management methodology (probability of failure, consequence of failure, level of service, and risk management). This is the same methodology that was used on the CAWD Treatment Plant 15-year Master Plan that was completed in 2013.

FUNDING

The approved FY22-23 Reclamation Project Budget includes \$300,000 for Master Planning for the Reclamation Treatment Facilities.

Attachment:

1. Proposal – Kennedy Jenks Consultants

August 4, 2022



MF/RO and Tertiary System 15-year CIP Master Plan Proposal





275 Battery Street., Suite 550
San Francisco, CA 94111
Office Ph: (415) 243-2150

4 August 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
MF/RO and Tertiary System 15-year CIP Master Plan
KJ Proposal No. 22680XX.XX

Dear Mr. Patrick Treanor,

Kennedy Jenks (KJ) is pleased to submit this proposal to provide engineering services for the MF/RO and Tertiary System 15-year CIP Master Plan.

Background

The District requested KJ, Trussell, and Beecher Engineering to propose a plan to develop a 15-year Capital Improvements Program (CIP) Master Plan for the Carmel Area Wastewater District (CAWD, District) Wastewater Treatment Plant (WWTP), MF/RO and Tertiary System. With support from the District, the Team prepared an approach based on the successful 15-year CIP Master Plan prepared in 2013 for the WWTP's Primary and Secondary Treatment Systems. This approach was presented to the District and other stakeholders on July 26, 2022 to facilitate feedback.

Based on the comments from the presentation, KJ proposes the following professional engineering services for developing a 15-year CIP Master Plan specific to the MF/RO and Tertiary Buildings. The scope is divided into two Phases. Phase 1 focuses on developing preliminary CIP budget projections for the next 15 years to provide the District and other stakeholders with budgetary numbers ahead of their February water rates discussions. Phase 2 refines the budget projections and completes the 15-year CIP Master Plan. The Master Plan will provide a strategic roadmap for completing the needed improvements. KJ is seeking approval of Phase 1 to expedite the work needed to prepare the preliminary budgets. KJ will submit a proposal for Phase 2 for consideration after Phase 1. However, the Phase 2 Tasks are listed in the scope of services herein to provide context for the Phase 1 tasks.

Scope of Services

Phase 1 – Preliminary Capital Improvement Budget Projections

Task 1 – Preliminary Capital Improvement Budget Projections Without Risk Assessment or Alternatives Analysis

In this first task, KJ will develop replacement cost data to be uploaded into the asset registry to quantify the replacement cost of the individual assets. After cost estimates are completed, the cost data will be compiled and presented in conjunction with residual life estimates to approximate the projected capital required to replace assets when they physically fail over the next 15 years. These estimates are preliminary and will not have incorporated asset management evaluations necessary to develop a CIP.

Task 1.1 – Create Asset List and Perform Condition Assessment

KJ will use the District’s CMMS system, record drawings, and other available documents to create an initial asset list. KJ will then meet with the District at the MF/RO and tertiary facilities to perform a condition assessment of the assets using the asset list and solicit feedback on the performance of the assets. The condition of each asset will be scored using a scale of 0-abandoned, 1-good, 2-good/fair, 3-fair, 4-poor, and 5-very poor. KJ will also truth check the asset list in the field and assets may be removed or added based on field conditions.

Assumptions

- *Approximately 550 Assets*
- *Four full day site visits for two KJ staff*
- *One full day site visit for two additional KJ staff*
- *Visual inspection only (e.g. no CCTV, wire testing, concrete tests, etc.)*

Task 1.2 – Estimate Asset Replacement Costs

KJ will determine budget level replacement costs of the assets in the asset registry. Asset replacement costs will be estimated at a Class 5 level representing Planning to Feasibility level information with an estimated accuracy range between -30% and +50%, in accordance with standard cost estimating guidelines compiled by the Association for the Advancement of Cost Engineering (AACE) with stated assumptions.

Task 1.3 – Add Electrical and Instrumentation Assets to Asset Registry

KJ’s subconsultant Beecher Engineering will complete Tasks 1.1 and 1.2 for the Electrical and Instrumentation assets. KJ will incorporate Beecher Engineering’s evaluation into a combined asset registry.

Assumptions

- *Two full day site visits for Beecher Engineering, plus an additional site visit if needed to capture any missing information after discussions with CAWD and Kennedy Jenks.*

Task 1.4 – Develop Preliminary Capital Improvement Budget Projections

KJ will compile preliminary capital budget estimates using the asset registry and organize information to show budget projections over a 15-year period. Residual life data and cost estimates developed in Task 1.1, 1.2, and 1.3 will be used to summarize the replacement costs over a 15-year period. The preliminary budget projections will provide a range of estimated future capital expenditures showing maximum and minimum estimated yearly expenditures. The projections will assume that each asset will be individually replaced according to the useful life estimates. KJ will prepare a summary of the preliminary cost projections in a technical memorandum (TM) which will include graphs showing the projected replacement costs for the treatment plant assets per year for the next 15 years.

Deliverables:

- Draft and Final TM will be submitted to solicit feedback from the District and other Stakeholders (electronic PDF).

Task 1.5 – Refine Preliminary Capital Improvement Budget Projections With Partial Risk Assessment and Electrical System Alternatives Analysis

In this task, KJ will update the preliminary budget projections in Task 1.4 with the partial Risk Analysis and Electrical Systems Alternatives Analysis completed in Tasks 2 and 3. KJ will prepare a summary of the preliminary cost projections in a TM which will include graphs showing the projected replacement costs for the treatment plant assets per year for the next 15 years.

Deliverables:

- Draft and Final TM will be submitted to solicit feedback from the District and other Stakeholders (electronic PDF).

Task 2 – Asset Management Evaluations

In this task, KJ will utilize asset management practices to evaluate assets to form a basis for decisions made in the 15-year CIP Master Plan.

Task 2.1 – Business Risk Evaluations

To avoid fixing assets based on a “worst first” approach, this task will determine which critical assets are in need of monitoring and proactive repair versus other assets that can be run until failure. While the least cost option for an asset is often run until failure, critical assets cannot be operated until failure. Conversely, replacement of non-critical assets due to poor condition is an inefficient use of capital improvement funds. KJ will collaborate with the District to develop criteria defining a critical asset based on District priorities. Consequence of failure and probability of failure will be plotted for each asset showing the relative risk profile of the individual assets with an example shown in Figure 1. KJ will present a summary of the consequences of asset failure, in conjunction with the probability of failure, for each asset in the asset registry in a TM. The summary TM will show which assets have high consequence and high probability of failure so they can be managed differently than assets with low consequences of failure.

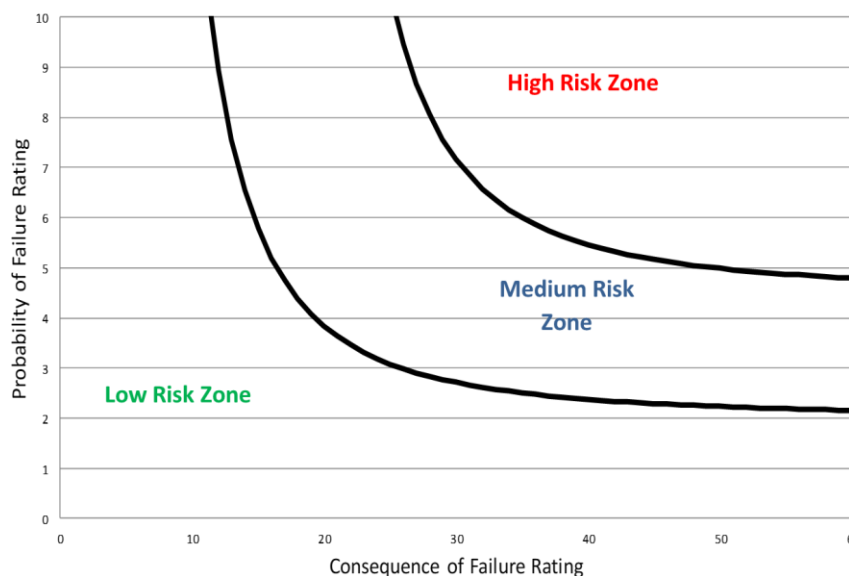


Figure 1: Graphing Consequence of Failure with Probability of Failure

Deliverables:

- Draft and Final Business Risk Evaluation TM (electronic PDF).

Task 2.2 – Set-up Asset Management Strategies

Once the risk profiles for the assets are defined, KJ will work with the District to determine and record the management strategies for assets with different risk profiles. The assets will generally fall into categories shown in Figure 2 below. KJ will present a summary of the management strategies developed in collaboration with the District in a brief TM.

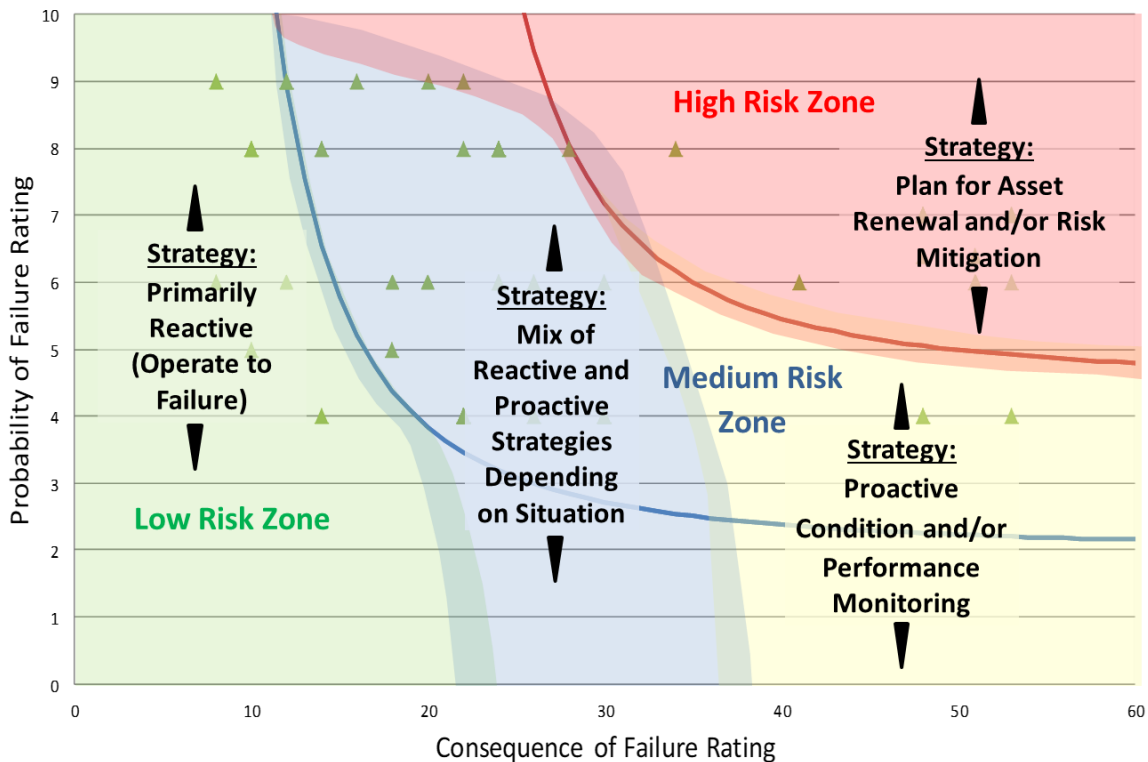


Figure 2: General Risk Management Strategies by Risk Zone

Deliverable:

- Draft and Final Management Strategies TM (electronic PDF).

Task 3 – Master Planning Alternatives Analysis

In this phase, KJ and its subconsultants will evaluate alternatives to improve the reclamation water treatment process. The suggested improvements will not only inform the 15-year CIP, but will also set the groundwork for implementation of the CIP projects. Analysis will include:

- Establishing level of service requirements for the particular process
- Determining any future pilot or plant testing required
- Cost-based rehabilitation/replacement evaluations for major assets

Task 3.1 – Electrical Systems Alternatives Analysis

For each of the electrical, instrumentation, and control (EI&C) items identified in Task 1.3, the following shall be provided as part of Task 3.1 (in addition to the information completed for the registry from Task 1.3):

- Provide a brief narrative summary of any items that are in violation of NEC requirements
- Provide a brief narrative summary of any items that are a concern to CAWD O&M staff

Equipment/system replacement/modification alternatives will be developed which encompass the items included in the Task 1.3 registry. Beecher Engineering will prepare simple demolition and modification plan drawings, single line diagrams and photo detail sheets for this portion of the TM. Along with each proposed alternative, Beecher Engineering will provide the estimated construction cost (which will supplement each individual items “in kind” replacement cost that will be included in the Task 1.3 registry).

For each equipment/system replacement/modification alternative, Beecher Engineering will develop a high-level construction sequence narrative that will need to be followed in order to perform the work. This narrative will highlight existing equipment/system shutdowns that will be required along with the anticipated duration of each shutdown. KJ and CAWD will assist Beecher Engineering with any seasonal constraints that will also be included as part of the developed construction sequence narratives for each proposed alternative. Beecher Engineering will also prepare a high-level overall construction time frame for each proposed alternative.

A “DRAFT” version of the TM (minus the “Recommendations” section) will be prepared by Beecher Engineering and discussed with KJ and CAWD in order to capture any additional concerns or requests beyond those identified in the “DRAFT” version of the presented alternatives. This discussion will also attempt to reach a consensus on which presented alternative (or variation of combined alternatives) make the most sense for the immediate equipment/system replacement/modification time frame. The results of this discussion will serve as the basis for recommending a comprehensive equipment/system replacement/modification alternative. The TM will be finalized to include all noted items above and submitted as a “FINAL DRAFT” to CAWD for stakeholder review and comment. Following this review period, a meeting shall be held to discuss the “FINAL DRAFT” report comments. Following this meeting, the TM shall be finalized and sent to CAWD.

Deliverables:

- *Draft and Final Electrical Systems Alternatives Analysis TM (electronic PDF).*

Task 5 – Project Management, QA/QC, and Meetings

KJ will provide project management, QA/QC, and meetings for Phase 1 in support of other tasks outlined above.

Task 5.1 – Project Management

KJ will provide project management focused on managing project costs, meeting the District’s schedule requirements, and communicating key issues to the District. A project file will be maintained, including copies of correspondence, reports, minutes of meetings, and memoranda.

Task 5.2 – Quality Assurance Quality Control (QA/QC)

Quality assurance reviews will be performed in accordance with KJ’s standards. Senior technical staff with a background in asset management will perform technical review of the project’s concepts and criteria, and will review each deliverable before submission to the District.

Task 5.3 – Workshops/Meetings/Site Visits

Workshops, meetings, and site visits will be conducted with District staff to facilitate round table discussions and to obtain District input during the process to customize the work to meet the District’s needs. It is assumed that Workshops and Meetings will be virtual. Workshops and meetings include:

- Business Risk Assessment Workshop (Task 2.1)
- Risk Management Strategy Workshop (Task 2.2)
- Up to eight additional 1-hour meetings to discuss progress, deliverables, or any other as needed topics

Deliverables:

- *Workshop/meeting agendas, meeting materials, and notes (electronic PDF)*

Phase 2 – 15-Year CIP Master Plan

KJ will submit a proposal for Phase 2 for consideration after Phase 1. Phase 2 Tasks are listed below to provide context for the Phase 1 tasks.

Task 2 – Asset Management Evaluations
 Task 2.3 – Level of Service Targets
 Task 2.4 – Assess Other Failure Modes

Task 3 – Master Planning Alternatives Analysis
 Task 3.2 – MF Alternatives Analysis
 Task 3.3 – RO Alternatives Analysis

Task 4 – 15-year Capital Improvements Master Plan
 Task 4.1 – Refine Cost Estimates and Life Cycles
 Task 4.2 – Develop Draft 15-year CIP
 Task 4.3 – Develop Final 15-year CIP

Task 5 – Project Management, QA/QC, and Meetings
 Task 5.1 – Project Management for Phase 2
 Task 5.2 – Quality Assurance Quality Control (QA/QC) for Phase 2
 Task 5.3 – Workshops/Meetings/Site Visits for Phase 2

Schedule

NTP – 8/26/2022
 Completion of Tasks 1.1, 1.2,1.3, and 1.4 – 11/11/2022
 Completion of Tasks 2.1, 2.2, and 3.1 – 12/30/2022
 Completion of Task 1.5 and Phase 1 – 1/31/2022

Basis of Compensation

KJ proposes to perform the abovementioned services for a budget of \$281,981 in accordance with the enclosed Schedule of Charges dated January 1, 2021.

<u>Task</u>	<u>Budget</u>
Task 1 – Preliminary Capital Improvement Budget Projections	\$107,480
Task 2 – Asset Management Evaluations	\$76,563
Task 3 – Master Planning Alternatives Analysis	\$52,460
Task 5 – Project Management, QA/QC, and Meetings	\$45,478
Total	\$281,981

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 nicklazarakis@kennedyjenks.com or (925) 953-1521 should you have any questions.

Authorization

KENNEDY/JENKS CONSULTANTS, INC.

CARMEL AREA WASTEWATER DISTRICT

Signature: 

Signature: _____

Printed Name: Nick Lazarakis

Printed Name: _____

Title: Principal

Title: _____

Date: 8/4/2022

Date: _____

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: August, 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.

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, 2023. After December 31, 2023, invoices will reflect the 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: 15-year CIP Master Plan for the MF/RO and Tertiary System - Phase 1

Proposal/Job Number: 22680XX.XX

Date: 8/4/2022

January 1, 2021 Rates	Eng-Sci-9 Gerald Fejarang	Eng-Sci-8 Todd Reynolds	Eng-Sci-8 Don Ervin	Eng-Sci-6-Janet Hoffman	Eng-Sci-5 Nick Lazarakis	Charlie Liu Eng-Sci-3	Eng-Sci-4	Eng-Sci-3	Sr. CAD-Design	CAD-Design	Project Assistant	Admin. Assist.	Total	KJ Labor	Sub Trussell	Sub Beecher	KJ Sub-Markup	KJ ODCs	KJ ODCs Markup	Total Labor	Total Subs	Total Expenses	Total Labor + Subs + Expenses
Classification:	\$310	\$295	\$295	\$245	\$220	\$190	\$205	\$190	\$175	\$160	\$130	\$110	Hours	Fees	Fees	Fees	10%	Fees	10%				Fees
Task 1 - Preliminary Capital Improvement Budget Projections																							
Task 1.1 - Create Asset List and Condition Assessment		12	10		56	88							166	\$35,530			\$0	\$500	\$50	\$35,530	\$0	\$550	\$36,080
Task 1.2 - Estimate Asset Replacement Costs				40	24	48							112	\$24,200			\$0	\$0	\$0	\$24,200	\$0	\$0	\$24,200
Task 1.3 - Add Electrical and Instrumentation Assets to Asset Registry					4	4							8	\$1,640		\$25,200	\$2,520	\$0	\$0	\$1,640	\$27,720	\$0	\$29,360
Task 1.4 - Develop Preliminary Capital Improvement Budget Projections				8	12	20					4		44	\$8,920			\$0	\$0	\$0	\$8,920	\$0	\$0	\$8,920
Task 1.5 - Refine Preliminary Capital Improvement Budget Projections				8	12	20					4		44	\$8,920			\$0	\$0	\$0	\$8,920	\$0	\$0	\$8,920
Task 1 - Subtotal	0	12	10	56	108	180	0	0	0	0	8	0	374	\$79,210	\$0	\$25,200	\$2,520	\$500	\$50	\$79,210	\$27,720	\$550	\$107,480
Task 2 - Asset Management Evaluations																							
Task 2.1 - Business Risk Evaluations					32	88					4		124	\$24,280	\$28,960		\$2,896	\$0	\$0	\$24,280	\$31,856	\$0	\$56,136
Task 2.2 - Set-up Asset Management Strategies					16	54					4		74	\$14,300	\$5,570		\$557	\$0	\$0	\$14,300	\$6,127	\$0	\$20,427
Task 2 - Subtotal	0	0	0	0	48	142	0	0	0	0	8	0	198	\$38,580	\$34,530	\$0	\$3,453	\$0	\$0	\$38,580	\$37,983	\$0	\$76,563
Task 3 - Master Planning Alternatives Analysis																							
Task 3.1 - Electrical Systems TM					4	4							8	\$1,640		\$46,200	\$4,620	\$0	\$0	\$1,640	\$50,820	\$0	\$52,460
Task 3 - Subtotal	0	0	0	0	4	4	0	0	0	0	0	0	8	\$1,640	\$0	\$46,200	\$4,620	\$0	\$0	\$1,640	\$50,820	\$0	\$52,460
Task 5 - Project Management, QA/QC, and Meetings																							
Task 5.1 - Project Management					40						8		48	\$9,840			\$0	\$0	\$0	\$9,840	\$0	\$0	\$9,840
Task 5.2 - QA/QC	8	20											28	\$8,380			\$0	\$0	\$0	\$8,380	\$0	\$0	\$8,380
Task 5.3 - Workshops, Meetings, and Site Visits	2	8			24	24							58	\$12,820	\$12,625		\$1,263	\$500	\$50	\$12,820	\$13,888	\$550	\$27,258
Task 5 - Subtotal	10	28	0	0	64	24	0	0	0	0	8	0	134	\$31,040	\$12,625	\$0	\$1,263	\$500	\$50	\$31,040	\$13,888	\$550	\$45,478
All Phases Total	10	40	10	56	224	350	0	0	0	0	24	0	714	\$150,470	\$47,155	\$71,400	\$11,856	\$1,000	\$100	\$150,470	\$130,411	\$1,100	\$281,981

RESOLUTION NO. 2022-63

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH KENNEDY JENKS CONSULTANTS IN AN AMOUNT NOT TO EXCEED \$281,981 FOR THE RECLAMATION MICROFILTRATION/REVERSE OSMOSIS AND TERTIARY SYSTEM 15-YEAR CAPITAL IMPROVEMENT PROGRAM MASTER PLAN (PROJECT #22-05)

-oOo-

WHEREAS, the Reclamation Project has budgeted for treatment facilities capital improvements master planning services this fiscal year; and

WHEREAS, the proposal from Kennedy Jenks has been reviewed and deemed suitable by the Reclamation Project partners and Carmel Wastewater District (CAWD) staff;

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 \$281,981, with Kennedy Jenks Consultants for engineering planning services to develop a long-term capital improvements plan for the Reclamation Treatment Facilities.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on September 29, 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

Other Items & Information/ Discussion

STAFF REPORT



To: Board of Directors

From: Barbara Buikema, GM

Date: September 29, 2022

Subject: Letter from Michael Littman – Prefunding/Lending Yankee Point/Otter Cove Project

RECOMMENDATION

Mr. Michael Littman is asking the District to prefund the engineering design and environmental/permitting work by lending the Yankee Point/Otter Cover residents \$1.2M. Staff is not recommending the District take this action because it goes against policy standards.

DISCUSSION

This project relates to the Yankee Point/Otter Cove feasibility study completed in June 2021. The feasibility study was funded by Dan Keig, a current resident, in the amount of \$45K. The study estimates the total cost to connect the approximately 220 homes would be at an estimated cost of \$17.5M.

Mr. Littman who lives in the area has approached the District regarding funding. He has indicated he would like to obtain 100% grant funding. The District has advised Mr. Littman that the first step would be to ascertain exactly how many of the homeowners in the area are interested in the project. Mr. Littman has indicated he would prefer finding the funding first because of the costs involved he feels it will be easier to present to potential participants if they know that they do not have to pay everything.

The District Engineer, Rachel Lather has found that there is Septic-to-Sewer State Revolving Fund (SRF), which includes both a grant and loan opportunity for qualified applicants, which will cover up to 50% of the project costs. The balance would need to be covered by loan/bonds. A general application is due by November 1, 2022 and a completed application by March 1, 2023.

In order to be able to file the complete application it is necessary to complete both the design engineering and environmental/permitting at a cost of approximately \$1.2M. Ms. Lather met with a group from Yankee Point/Otter Cover at the end of April and explained to them the options available and the District's policy of not funding this type of project.

Staff is not recommending the District lend \$1.2M because we do not have a clear definition of how many of the residents are interested in participating or how it would be paid back. Even if the grant application is successful, the District does not have any documentation guaranteeing that they will be paid back from the proceeds. While these costs would be recoverable with the formation of an assessment district, we do not at this time have any certainty that is the direction this group will take. Mr. Littman has been very vocal on his desire to find 100% grant funding for this project, but at this time all parties simply do not know that if that is a reasonable possibility.

FUNDING

This District policy has been to decline preliminary financing for Septic-to-Sewer projects. While the District will assist in some preliminary way finding grant/loan funding we do not have the staff available to devote the necessary time to grant writing. Assuming either grant funding or bond/loan funding is available, at this time, we do not know how many are interested or what their ability to repay might be.

Barbara Buikema

From: noreply@getstreamline.com
Sent: Tuesday, August 30, 2022 3:09 PM
To: Downstream Distribution Group; Domine Barringer; Barbara Buikema
Subject: New form submission received: Contact Us

This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



Contact Us

Attachment:

Message:

In order to apply for grants to help pay for Carmel Highlands conversion to sewer from septic tanks , would your board consider paying for studies required before funds can be applied for? Rachel is aware of these requirements .

Subject: Your Next board meeting

Your email: miklittman@aol.com

Your name: michael a LITTMAN

[Reply / Manage](#)

Powered by [Streamline](#).

STAFF REPORT



To: Board of Directors

From: Barbara Buikema, GM

Date: September 29, 2022

Subject: Letters regarding the Pescadero Road Project

RECOMMENDATION

Staff recommends the District form an “Ejector Pump Committee” to assist in setting the policy for ejector pump use and participate in the public outreach efforts for this project.

DISCUSSION

The District was contacted by multiple homeowners along Pescadero Road expressing their concerns about the project. The information they have regarding the project is from a 2016 preliminary report and is not correct, there is a more current 2022 report that has been forwarded to the group.

The District is currently planning to install ejector pumps along Pescadero Road and Ribera Road. We recommend the formation of an “Ejector Pump Committee” to review and comment as staff works through the process of forming a policy and reporting out information to the public.

FUNDING

The Pescadero Project is budgeted at \$1.6M.

Nicholas De Luca
24770 Pescadero Rd
Carmel, CA 93923
Nicholas.DeLuca@createtechnologies.com

August 29, 2022

Ms. Rachel Lather
Principal Engineer
Carmel Area Waste Water District
3945 Rio Rd
Carmel, CA 93922

Dear Ms. Lather,

We learned today that you intend to propose to the board of directors of the Carmel Wastewater District to redirect the sewer line for homes on Pescadero Rd and further use pumps to lift sewage for 18 of the homes on the road instead of repairing the existing gravity sewage line.

We are adamantly against this proposal and prefer you fix the existing system. Failure of the proposed pump system could easily lead to raw neighborhood sewage spewing onto our properties or into our homes. Further, the use of our land may be impacted by your proposed change of our existing sewage lines.

We believe your proposal is not appropriate for our neighborhood due to consistent power failures in the area, common pump failures and clogs, failure of backflow valves, increased chance of failure in pressured systems required to lift sewage 30 or more feet, and the off-gassing of noxious sewage fumes in pressurized systems.

The disruption of property and land, potential for impact on property owners' ability to add square footage to their homes, the potential for home devaluation, failure of pipes and effects from earthquakes and soil movement, the potential for increased insurance premiums are among the impacts we foresee with such a redirection.

Prior to taking action, we would appreciate your elaborating on the following questions:

- 1) Are you planning to place a pump at each home? Where?
- 2) Are you planning a central collection area that is then pumped? Where?
- 3) What backup power measures are you proposing?
- 4) What prevention of down flow measures are you proposing?
- 5) What one-way valving systems (and backups) are you proposing?
- 6) What are the pump model numbers you intend to use?
- 7) What compensation measures are in place to deal with potential disasters from power outages, earthquakes, land shifts, and pipe breaks from the proposal?
- 8) What gas build up prevention measures will be used to prevent pipe bursts?

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "N De Luca". The signature is fluid and cursive, with the first letter of each word being capitalized and prominent.

Nicholas De Luca

Cc: Carmel Woods Association
Board of Directors, Carmel Wastewater District, c/o Ken White

From: [Douglas Armeý](#)
To: [Downstream Distribution Group](#)
Subject: Proposed Pescadero Canyon Sewer Realignment
Date: Monday, September 19, 2022 2:09:09 PM
Attachments: [CAWD Response Technical Information \(1\).pdf](#)

This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear: Ms. Buikema

I am writing in response to the CAWD proposal for realignment of the Pescadero Canyon Sewer main. I have been told this proposal dated 2016 is going to be reviewed and voted on at the CAWD Board of Directors meeting on September 29th.

It is my sincere hope that we can all agree on Plan A and need no further discussion on this issue.

The following is an email I am sending to neighbors and local government officials.

"I'm not sure if you're aware of a proposal by the California Area Wastewater District (CAWD) to replace a sewer main in our area. The plan that CAWD is favoring could cause severe environmental damage, incur far greater costs than they have estimated and adversely impact all of us.

The current main runs parallel to Pescadero Road in the bottom of Pescadero Canyon. This main serves 23 homes that are on the west side of and below the level of Pescadero Road.

The draft proposal was written in 2016 and they are now planning to act on it.

They have two alternative plans. Plan A is to run a new sewer main next to the existing main. Plan A will connect the existing private home sewer laterals that run downhill to the new main in the bottom of Pescadero Canyon.

Plan B is to run a new sewer main under Pescadero Road.

Plan B will require 23 homes to install sewer grinder pumps below each home in the canyon with new private lateral piping to push the sewage uphill to the new sewer main.

CAWD at this point states they favor Plan B because although they estimate that it will cost 50% more than plan A, their initial assessment is that it will avert environmental damage to the protected Pescadero Canyon area by keeping heavy equipment out of the canyon.

In producing the initial report CAWD failed to address the comprehensive and all-inclusive

environmental impacts from Plan B. They stated they did not need an environmental impact report as there is no environmental impact from putting the sewer main under Pescadero Road.

While perhaps true in a limited sense, there are potential serious adverse environment and financial consequences from Plan B which are not addressed.

CAWD mandates compliance with and will reimburse the installation costs for each of the 23 impacted homes as part of their plan. This makes the environmental impact at each of those home sites an integral part of CAWD's overall plan.

All of these issues should be addressed in a comprehensive all-inclusive environmental impact report that addresses the whole of environment impact from the adoption of Plan B.

Some of the adverse environmental and financial impacts not addressed in the CAWD proposal are as follows:

1. Pescadero Canyon, Carmel Woods and the surrounding Del Monte forest are officially classified as a "Very High Fire Severity Zone."

The pumps required state in their installation literature that because flammable sewer gases continually vent from the pumps, **these pumps are not to be installed in high fire risk areas because of the potential of igniting.** This fire hazard puts all homes in Pescadero Canyon, Carmel Woods, Del Monte Forest, the eastern section of Pebble Beach and the north west section of Carmel-by-the-Sea at risk.

2. The installation of these pumps and laterals would require access for heavy equipment below most of the homes in Pescadero Canyon.

When the pumps break and must be replaced, heavy machinery would have to go back into the canyon to remove them and reinstall them. Moreover, installing the pumps, new laterals, and electrical wiring would require the removal of vegetation in the canyon which is registered as a protected natural habitat for the wildlife, would disrupt endangered wildlife and in many cases would require cutting down protected trees. The overall environmental damage to the canyon from Plan B would likely be significantly more than plan A.

3. The hookup for the private laterals into the sewer main would require bypassing the natural gas main which runs under Pescadero Road on the west side of it.

There would need to be excavation and installation work done under and around the gas main at every one of these 23 houses. The danger of rupturing the gas main and a subsequent fire is significant.

4. The pumps suffer from high failure rates and when they fail can cause significant ground pollution.

When they fail raw sewage can escape from them and in this case pour into and damage the canyon and forest which is a protected reserve area.

5. The noise from 23 grinder pumps running continually and reverberating in the canyon would cause significant noise pollution.

This would be disruptive to all homeowners in the surrounding areas that border the canyon as well as the protected wildlife that live there. Initial research shows some applicable pumps producing 82 decibels of noise. This is significantly above Monterey County code for acceptable noise levels in "Passively Used Open Space."

6. The pumps require a high level of maintenance which is impractical for homes owned mostly by non-residents and elderly.

And lack of maintenance will lead to even more failures. And undiscovered failures could cause even greater environmental damage.

7. CAWD has significantly underestimated costs for the installation of the pumps and private laterals.

They propose that it will be the homeowner's responsibility to get the permits, buy the pump and pay to have it and the sewer laterals installed. Then at some later undesignated time, if the costs are approved, they will reimburse those costs to the homeowner.

They estimate the cost to be \$11,000 per home. This is a gross underestimate of how much it will cost to get heavy equipment to the bottom of each property, dig out the large hole required for each pump, trench out for the lateral pipes, install 220v electrical, install the pumps with a crane, and repair extensive hillside landscaping in many cases. Two contractors consulted estimated approximately \$100,000 cost per home.

8. CAWD will also shift potentially very significant unreimbursed costs to the homeowners.

The cost of purchase and maintenance of the pumps is forced on the homeowners, many of whom are elderly and on fixed incomes. And many of whom do not have the ability to pay the costs and oversee the installation of lines and pumps.

Moreover, homeowners will be responsible for ongoing maintenance costs, the costs to replace the pumps if they break, and the electricity to run them. Given how challenging the pumps are to install, these costs could be considerable to the homeowners.

CAWD estimated the cost of each pump at \$800. Current research has shown the costs for applicable pumps at around \$5000.

Many of these homeowners do not have the ability to perform and pay for ongoing extensive, expensive and professional maintenance.

9. Potential significant property value loss.

Once the sewer main is constructed under Pescadero Road all affected homeowners will be required to hook up to the new main. Wastewater service will be cut off once the line is moved to Pescadero Road. So at that point if not connected or they have a pump failure their homes would have no wastewater service and become uninhabitable. The potential financial loss could be enormous.

10. The proposal has not addressed potential archeological site destruction.

There are known archeological sites in Pescadero Canyon. This must be addressed in an archeological site impact report.

11. Each impacted homeowner with a pump may be required to install an automatic, natural gas, electrical generator at their expense.

As part of CAWD's Specifications Plans they may require a generator at each home pumping station. The purchase, installation and maintenance of these generators is a significant additional expense. And the installation of these should be addressed also in the proposal and environmental impact report.

Additionally, there has been no notification given by CAWD or hearings held to inform the impacted homeowners.

A few homeowners only learned of this proposal in discussion with crews surveying Pescadero

Road.

The potential for significant environmental and financial damage is high. And it could affect all homes surrounding Pescadero Canyon including parts of Carmel Woods, Pebble Beach and Carmel-by-the-Sea.

CAWD is scheduled to discuss and vote on this at their monthly board meeting on September 29th.

The only responsible decision is Plan A.

Plan B puts our forest, wildlife, and homes at serious perpetual risk.

I have attached a letter written by a neighbor who is an MIT graduate engineer. The letter outlines these technical issues with supporting documentation.

I have also attached the 2016 CAWD proposal outlining these alternatives.

Please read the attached letter, sign it and either mail or email it to CAWD prior to this meeting.

Or you may simply forward this email to CAWD and personalize it with your name and contact information at the bottom.

If you would like to discuss this further please email or call me.

Together we must protect the canyon, forest, wildlife, homes, and way of life we love.

Your neighbor,

Doug Armey
24700 Pescadero Rd.
douglas.armey@gmail.com
559-313-4006

CAWD website:

<https://www.cawd.org>

CAWD email:

General Manager: Barbara Buikema
downstream@ca

September 12, 2022

Dear Members of the Board of the Carmel Area Waste Water District,

We the undersigned ask that the board in its review of the repair and replacement of the Pescadero sewer line, pursue Plan A and stop all consideration of Plan B. We believe that plan B is potentially more environmentally destructive than Plan A, with additional costs and fire dangers grossly underestimated. We include further details 1-13 below.

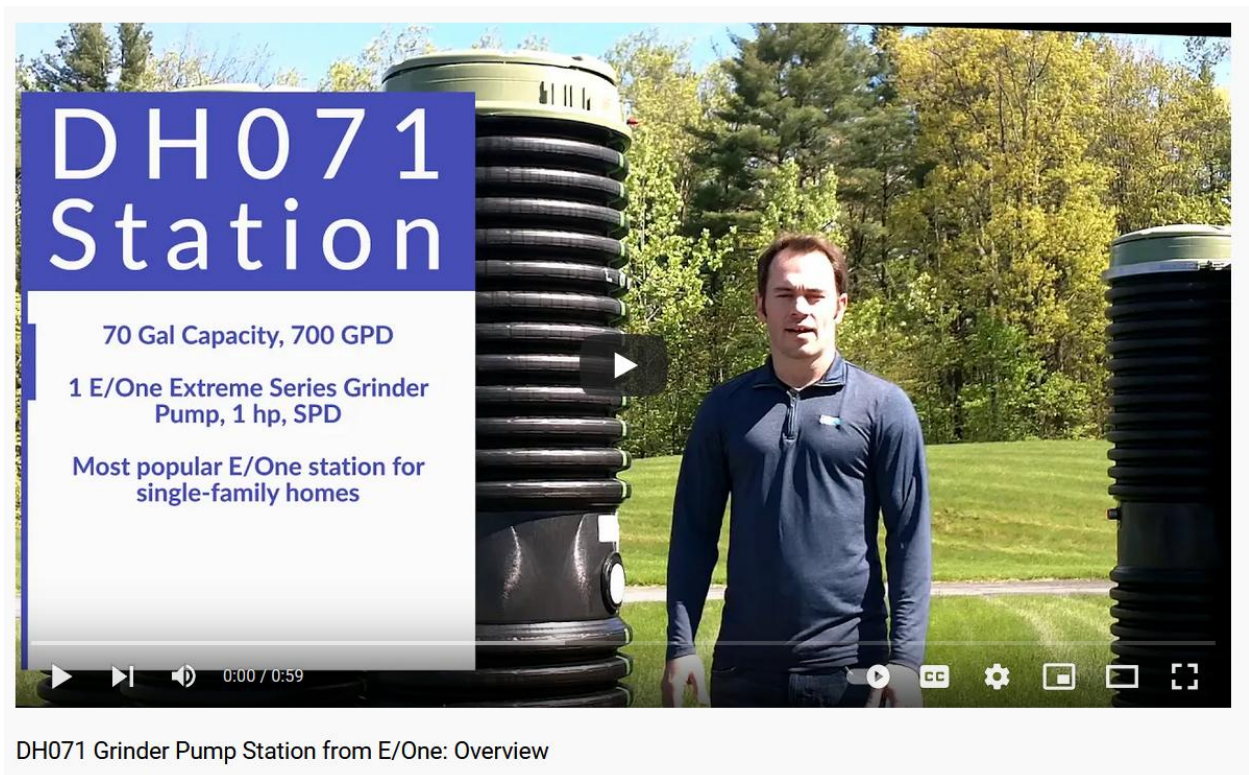
Sincerely,

Name

Address

Signature/Date

- 1) The report was written in 2015-2016 and thus costing figures are completely out of date. An estimate of \$100,000-\$200,000 per home installation for plan B might be more accurate. Plan A is a more fiscally sound solution.
- 2) This is a very large pump and system that requires heavy machinery to lift and to install. Highly sloped land and difficult to access areas make option B very damaging environmentally, very costly, and expensive to maintain. The environmental damage could be equal or worse with plan B compared to plan A. Note the size of the system and installation equipment and holes required.





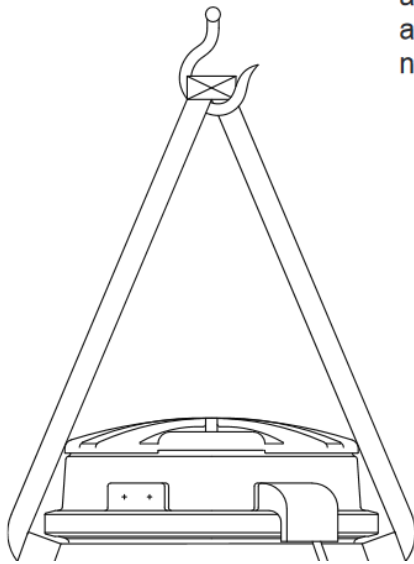
H071 Grinder Pump Station from E/One: Overview



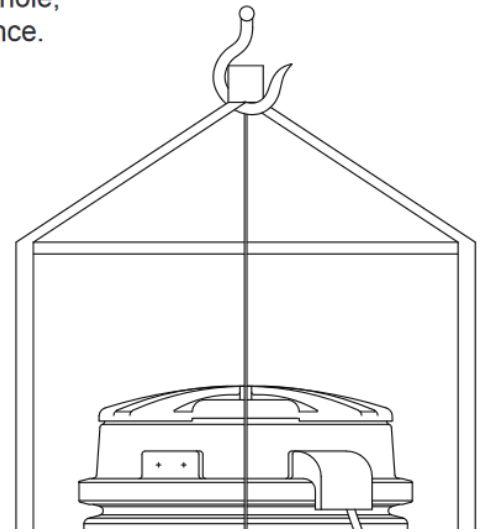
Lifting Instructions

FAILURE TO FOLLOW THESE INSTRUCTIONS COMPLETELY WILL VOID THE WARRANTY.

1. Transporting unit to installation site: Always lift a unit from the bottom for the purpose of transportation. **The station should be received attached to a pallet for this purpose. Never roll a station or move it on its side.**

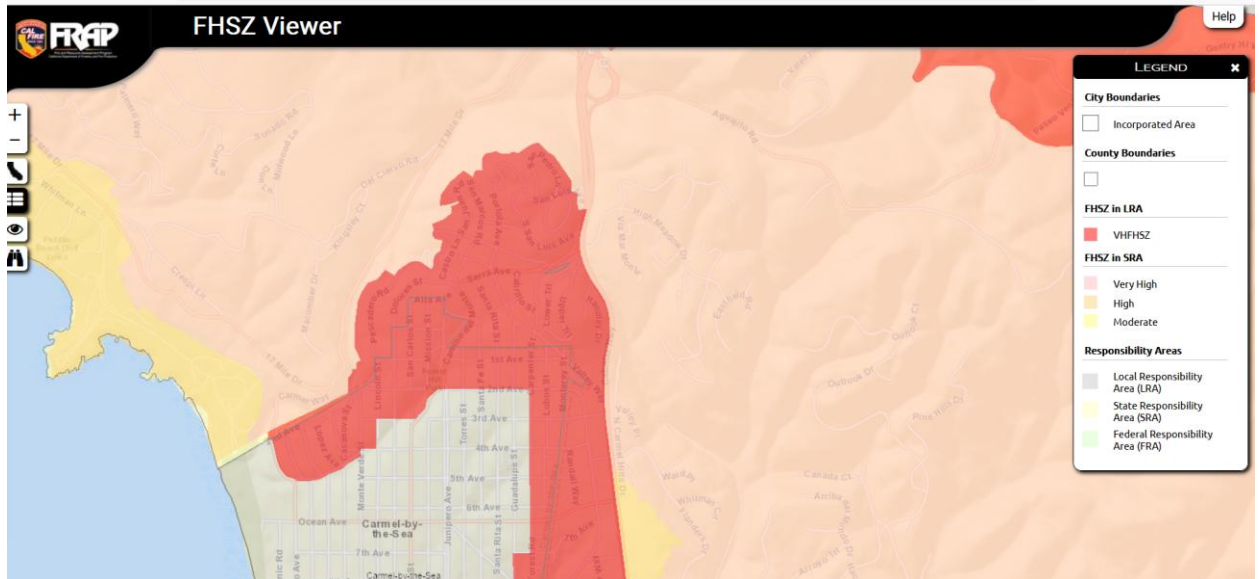


2. No Ballast (to be poured in place): If the concrete anchor is to be poured while the station is in place, lift the unit using 2 nylon straps wrapped around the accessway making a sling, as shown below. Keep station oriented vertically to avoid any damage. Only lift from the accessway to put unit in hole, not for moving any distance.



3. Precast Ballast: Never lift a station that has a ballast attached by any means except the rebar. The weight of the concrete will damage the station if you attempt to lift it from any part of the station.

- 3) Based on plan B, the 18 homes where the pumps are to be installed lie within a “VERY HIGH FIRE HAZARD ZONE”. Installation of these pumps, creates 18 additional sources of combustible gas or potential electrical sparking within a forest area and is extremely dangerous.



- 4) Venting of gases from the pumps at 18 locations along the canyon is dangerous to potential explosion of fumes and degrades the natural elements of the canyon with noxious fumes. Venting of the pumps would, per the engineering specifications, be placed almost directly in the forest area close to animals, flora, and gardens.

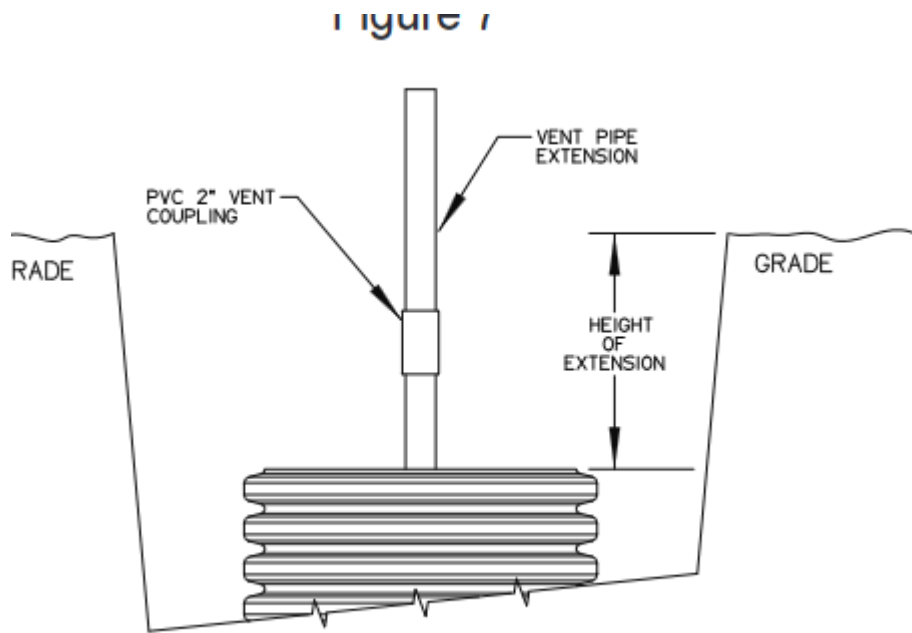


Figure 8

results with different native soil conditions.

The recommended method of backfilling is to surround the unit to grade using Class I or Class II backfill material as defined in ASTM 2321. Class 1A and Class 1B are recommended where frost heave is a concern; Class 1B is a better choice when the native soil is sand or if a high, fluctuating water table is expected. Class I, angular crushed stone, offers an added benefit in that it needs minimal compaction. Class II, naturally rounded stone, may require more compactive effort, or tamping, to achieve the proper density.

If the native soil condition consists of clean, compactible soil with less than 12% fines, free of ice, rocks, roots, and organic material, it may be an acceptable backfill. Such soil must be compacted in lifts not to exceed one foot to reach a final Proctor Density

feet between the discharge nozzle and the bottom of the hole because this can cause separation of the constituent materials.

6. VENTING: The unit must be properly vented to assure correct operation of the pump. If you have an indoor unit, it can be vented through the 2" port supplied at the top of the wetwell or through the incoming sewer line with a 2" pipe (the vent must be within 4 feet of the grinder pump, and before the first change of direction fitting).

Outdoor units are supplied with a vent pipe from the wetwell to the top of the accessway. Failure to properly vent the tank will result in faulty operation and will void the warranty.

7. ELECTRICAL CONNECTION: (Supply panel to E/One Alarm Panel) Before proceeding, verify that the service voltage is the same as

name plate. An alarm device is to be installed in a conspicuous location where it can be readily seen by the homeowner. An alarm device is required on every installation. There shall be no exceptions.

Wiring of supply panel and alarm panel shall be per Figures 2a and 2b, alarm panel wiring diagrams and local codes. A dedicated 30 amp breaker is required before all simplex alarm panels.

8. ELECTRICAL CONNECTION: (Pump to Panel) (Fig. 4) The grinder pump station is provided with a cable for connection between the station and the alarm panel (supply cable). The supply cable is shipped inside the station with a small portion fed through the cable connector mounted on the wall of the fiberglass shroud. The supply cable, a six conductor tray cable, meets NEC requirements for direct

That offensive smell arising from a sewer is more than just nasty; it can also be explosive. That is what one man discovered when he tossed a lit cigarette down an open sewer hole. As this [sewer gas smell explosion video](#) demonstrates, that simple act triggered a bomb-like explosion. The main culprit is the methane gas that occurs when waste decomposes.

You do not need an open flame to trigger such an explosion. A [homeowner in Minnesota](#) suffered serious burns after simply flipping on a light switch. The spark was enough to trigger an explosion and resultant fire that destroyed the home. The culprit was sewer gas from an uncapped line that had built up in the unoccupied home.

A [sewer trap](#) from which the water has evaporated could create a similar situation. That is why it is important to add water to drains during dry weather, before and after extended absences, or if they are not used regularly. If the sewer gas smell goes away once all of the traps are full of water, the problem was probably caused by dried out traps. If not, it is time to [call on the experts](#).

Hydrogen sulfide is another explosive component of sewer gas. This extremely toxic gas can also cause [hydrogen sulfide poisoning](#). It gives sewer gas that characteristic 'rotten egg' smell. If your house is producing such an odor, call a [qualified plumber](#) to have the home checked for possible sewer gas leaks.

If you notice an especially strong rotten egg smell, [leave home immediately](#) and contact the fire department. Do not turn lights or appliances on or off, or do anything else that might create a spark or static electricity discharge. This is especially important if your home has been sitting empty for a while. The heavy sewer gasses build up, displacing the oxygen and creating a possibly explosive situation. The warning smell will be strongest in a basement or near the floor at the lowest level.

NEWS

Sewer gas blamed for southern Minnesota house explosion that injured man



By [PIONEER PRESS](#) | news@pioneerpress.com

PUBLISHED: June 10, 2012 at 11:01 p.m. | UPDATED: November 10, 2015 at 9:26 a.m.

FREEBORN, Minn. — Fire officials confirmed Monday that gas from an uncapped sewer line caused the explosion at a house north of Freeborn on Friday that badly burned a man.

Freeborn Fire Chief Steve Siepp and a representative from the state fire marshal's office investigated the explosion on Monday morning.

Siepp said they concluded that sewer gas from an uncapped line had backed into the house, and the gas was ignited when Ralph William Yotter, 75, came into the house and turned on a light switch.

- 5) Due to the high fire hazard in the area, wind and dry flammable forest fibers including those from grasses, dust, dry wood, and dry pine needles, the proposed pump in plan B is not appropriate as further defined in the National Electric Code ANSI/NFPA 70.

the grinder pump station. These instructions cover the installation of units with and without accessways.

This is a sewage handling pump and must be vented in accordance with local plumbing codes. This pump is not to be installed in locations classified as hazardous in accordance with National Electric Code, ANSI / NFPA 70. All piping and electrical systems must be in compliance with applicable local and state codes.

1. REMOVE PACKING

MATERIAL: The User Instructions must be given to the homeowner. Hardware supplied with the unit, if any, will be used at installation.

2. TANK INSTALLATION:

The tank is supplied with a standard grommet for connecting the 4" DWV (4.50" outside dia.) incoming sewer

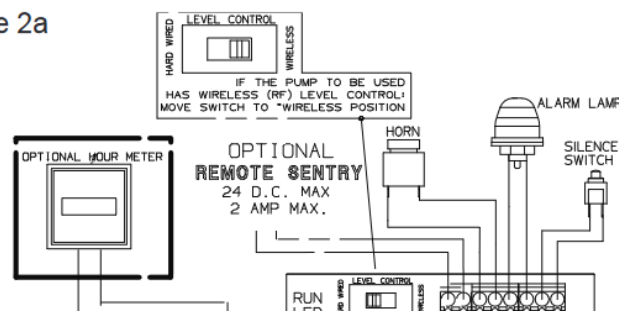
ground water (see Chart 1, page 13 for weight).

• **If the tank is to go in the floor:** A hole of the correct width and depth should be excavated. The tank must be placed on a 6" bed of gravel made up of naturally rounded aggregate, clean and free flowing, with particle size not less than 1/8" or more than 3/4" in diameter. The wetwell should be leveled and filled with water prior to pouring the concrete to prevent the tank from shifting.

• **If the tank has an accessway (Fig. 1a):**


Excavate a hole to a depth so that the removable cover extends above the finished grade line. The grade should slope away from the unit. The diameter of the hole must be large enough to allow for a concrete anchor. Place the unit on a bed of gravel, naturally rounded aggregate, clean and free flowing, with particles not less than 1/8" or more than 3/4" in diameter. The concrete

Figure 2a



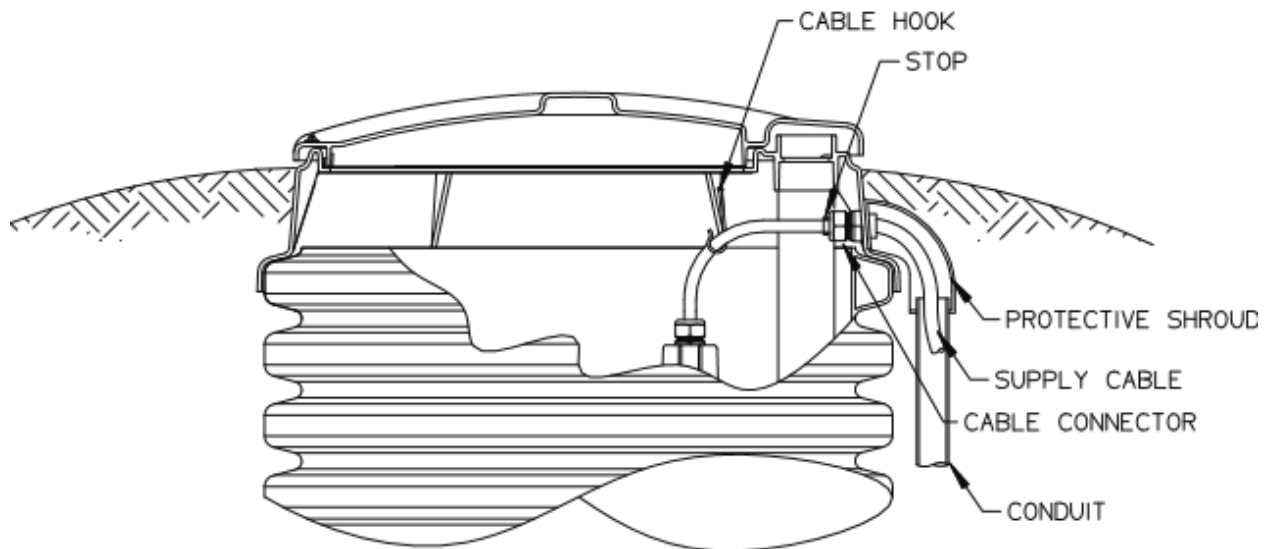
What is the National Electric Code (NEC), or NFPA 70?

NFPA stands for the National Fire Protection Association. The NFPA 70 is the National Electric Code that has been accepted in each of the 50 states as the standard guide for safe electrical work, including design, installation & inspection. According to the [NFPA website](#), "The code is used to protect people and property from electrical hazards". It covers the installation & removal of electrical equipment in all land-based locations & floating buildings. It does not cover electrical installations on ships, railway stock, aircraft or automotive vehicles (other than recreational vehicles). NFPA 70 helps us define potentially dangerous areas by giving them a code, which typically includes a class, a division, and groups of materials that may be used within those parameters. For example, a Class 1, Div 1 area where Group A may be present would be defined as an area where flammable gases or vapors may be present under normal operating conditions. That flammable gas or vapor would include Acetylene, which is covered in Group A.

CLASS 1	Flammable gases or vapors may be present...	Groups
	Div. 1 <ul style="list-style-type: none"> • under normal operating conditions • as a result of frequent maintenance operations, repair operations, or leakage • as a result of equipment breakdown, faulty operation, or failure 	A Acetylene
	Div. 2 <ul style="list-style-type: none"> • and normally confined within closed containers when handled or used • and normally prevented by positive mechanical ventilation • and be adjacent to a Class 1, Division 1 location 	B Butadiene, Ethylene oxide, Hydrogen, Propylene oxide C Acetaldehyde, Cyclopropane, Diethyl Ether, Dimethyl Hydrazine D Acetone, Ammonia, Benzene, Butane, Gasoline, Methane, Propane, Alcohols, etc.
CLASS 2	Combustible dust may be present...	Groups
	Div. 1 <ul style="list-style-type: none"> • under normal operating conditions • as a result of frequent maintenance or repair work • as a result of frequent mechanical failure or abnormal operation of equipment 	E Combustible metal dusts (aluminum, magnesium, and their commercial alloys)
	Div. 2 <ul style="list-style-type: none"> • under abnormal conditions, such as abnormal operation/failure of equipment • as a result of infrequent malfunctioning of handling or processing equipment • and interfere with the safe dissipation of heat from electrical equipment 	F Combustible carbonaceous dusts (carbon black, charcoal, coal, & coke) G Combustible dusts not in Groups E or F (flour, grain, wood, plastic & chemicals)
CLASS 3	Ignitable fibers or flyings may be...	<p>Contact us today for help selecting equipment for hazardous areas.</p>  <p>E: info@Michelli.com P: (800) 903-8823 www.Michelli.com</p>
	Div. 1 • handled, manufactured or used in this environment & may be present	
	Div. 2 • stored or handled in this environment & may be present	

- 6) Due to the high grade slopes of the land and the large lots, long electrical lengths would be required and thus 240V power would have to be delivered to the pumps; high voltage can further create fire hazards versus lower power and voltage options.

Figure 4



Power at the station must not drop below 10% of nameplate voltage. Maximum Recommended Length:
120 Volt 60' (min. voltage at pump — 108V)
240 Volt 150' (min. voltage at pump — 216V)
Consult factory for longer lengths

- 7) Due to the common power outages in the area and the use of homes in the area as vacation homes, use of grinder pumps in Plan B are not appropriate and could effectively lead to greater damage to the environment and a high level of pump failure.

Periods of Disuse

If your home or building is left unoccupied for longer than a couple of weeks, perform the following procedure:

Purge the System. Run clean water into the unit until the pump activates. Immediately turn off the water and allow the grinder pump to run until it shuts off automatically.

Duplex Units. Special attention must be taken to ensure that both pumps turn on when clean water is added to the tank.

Caution: Do not disconnect power to the unit

- 8) Due to the use of many homes in the area as vacation rentals or by different family members, accidental flushing of items that can damage the pump are more likely causing environmental damage in order to replace pumps. These types of items include items commonly placed in sink disposals, dental floss, as well as sanitary napkins or tampons.

Care and Use of your Grinder Pump

The Environment One grinder pump is capable of accepting and pumping a wide range of materials, and an extensive grind test is required in order to obtain NSF approval. However, regulatory agencies advise that the following items should not be introduced into any sewer, either directly or through a kitchen waste disposal unit:

Glass	Seafood shells	Diapers, socks, rags or cloth	Syringes
Cotton swabs	Personal/cleaning wipes & sponges	Disposable toothbrushes	Latex/vinyl items
Metal	Plastic objects (toys, utensils, etc.)	Kitty litter	Dental floss
Aquarium gravel	Sanitary napkins or tampons	Cigarette butts	

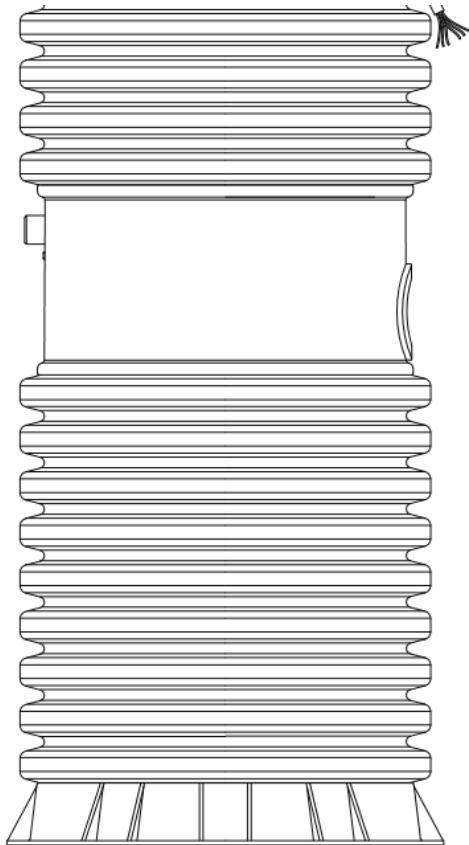
Caution: Kitchen garbage disposals do not keep grease/oil out of the plumbing system

In addition, you must **never** introduce into any sewer:

Explosives	Strong chemicals	Lubricating oil and/or grease
Flammable material	Gasoline	

Items introduced into the sewer system from your home can potentially impact the water environment. Proper disposal of household wastes such as window cleaners, unused/expired pharmaceuticals, paint thinners, fats, fruit labels, etc. is important. For more information, visit <http://www.wef.org>.

- 9) Warranty periods for pumps in Plan B are short and replacement places a very large burden on home owners.



Environment One Corporation offers a limited warranty that guarantees its product to be free from defects in material and factory workmanship for a period of two years from the date of installation, or 27 months from the date of shipment, whichever occurs first, provided the product is properly installed, serviced and operated under normal conditions and according to manufacturer's instructions. Repair or parts replacement required as a result of such defect will be made free of charge during this period upon return of the defective parts or equipment to the manufacturer or its nearest authorized service center.

- 10) Due to the high elevation required to lift sewage, the chance of overheating the pumps, failure of the pumps and check valves, and fire risk are significantly greater.
- 11) The report very inaccurately describes the impact of Plan B to the environment as minimal – despite the damage to trees and animals on residence property to place and maintain pumps.
- 12) The benefits of a fire break along the bottom of the service road in plan A is not discussed.
- 13) Forming a narrower service road in plan A and use of 6ft wide digging and vehicles (that the Carmel Area Waste Water District has used on Pescadero) is not discussed.

From: [Rod Richardson](#)
To: [Downstream Distribution Group](#)
Cc: [Douglas Armey](#)
Subject: Fwd: Proposed Sewer Realignment
Date: Tuesday, September 20, 2022 9:16:21 AM
Attachments: [Pescadero Draft PER \(5\) \(2\).pdf](#)
[CAWD Response Technical Information \(1\).pdf](#)

This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Below please find a letter from my neighbor discussing a proposed sewage line replacement. It appears the project has gone from one of simple maintenance to one that places an onerous burden on the homeowner. This in terms of short term financial obligation, long term financial obligation and a degradation of quality of life. Not to mention short and long term environmental risk. In particular, fire in a high risk area.

Please review the document carefully and share it with your colleagues. Thank you.

Rod Richardson
24740 Pescadero Rd., Carmel
Email: rod.richardson@gmail.com

Sent from my iPad

Begin forwarded message:

From: Douglas Armey <douglas.armey@gmail.com>
Date: September 19, 2022 at 1:59:56 PM PDT
To: rod.richardson@gmail.com, intent@yahoo.com
Subject: **Proposed Sewer Realignment**

Hi Rod and John:

Here is the info I texted you about.

I'm not sure if you're aware of a proposal by the California Area Wastewater District (CAWD) to replace a sewer main in our area. The plan that CAWD is favoring could cause severe environmental damage, incur far greater costs than they have estimated and adversely impact all of us.

The current main runs parallel to Pescadero Road in the bottom of Pescadero Canyon. This main serves 23 homes that are on the west side of and below the level of Pescadero Road.

The draft proposal was written in 2016 and they are now planning to act on it.

They have two alternative plans. Plan A is to run a new sewer main next to the existing main. Plan A will connect the existing private home sewer laterals that run downhill to the new main in the bottom of Pescadero Canyon.

Plan B is to run a new sewer main under Pescadero Road.

Plan B will require 23 homes to install sewer grinder pumps below each home in the canyon with new private lateral piping to push the sewage uphill to the new sewer main.

CAWD at this point states they favor Plan B because although they estimate that it will cost 50% more than plan A, their initial assessment is that it will avert environmental damage to the protected Pescadero Canyon area by keeping heavy equipment out of the canyon.

In producing the initial report CAWD failed to address the comprehensive and all-inclusive environmental impacts from Plan B. They stated they did not need an environmental impact report as there is no environmental impact from putting the sewer main under Pescadero Road.

While perhaps true in a limited sense, there are potential serious adverse environment and financial consequences from Plan B which are not addressed.

CAWD mandates compliance with and will reimburse the installation costs for each of the 23 impacted homes as part of their plan. This makes the environmental impact at each of those home sites an integral part of CAWD's overall plan.

All of these issues should be addressed in a comprehensive all-inclusive environmental impact report that addresses the whole of environment impact from the adoption of Plan B.

Some of the adverse environmental and financial impacts not addressed in the CAWD proposal are as follows:

- 1. Pescadero Canyon, Carmel Woods and the surrounding Del Monte forest are officially classified as a "Very High Fire Severity Zone."**

The pumps required state in their installation literature that because flammable sewer gases continually vent from the pumps, **these pumps are not to be installed in high fire risk areas because of the potential of igniting.** This fire hazard puts all homes in Pescadero Canyon, Carmel Woods, Del Monte Forest, the eastern section of Pebble Beach and the north west section of Carmel-by-the-Sea at risk.

2. The installation of these pumps and laterals would require access for heavy equipment below most of the homes in Pescadero Canyon.

When the pumps break and must be replaced, heavy machinery would have to go back into the canyon to remove them and reinstall them. Moreover, installing the pumps, new laterals, and electrical wiring would require the removal of vegetation in the canyon which is registered as a protected natural habitat for the wildlife, would disrupt endangered wildlife and in many cases would require cutting down protected trees. The overall environmental damage to the canyon from Plan B would likely be significantly more than plan A.

3. The hookup for the private laterals into the sewer main would require bypassing the natural gas main which runs under Pescadero Road on the west side of it.

There would need to be excavation and installation work done under and around the gas main at every one of these 23 houses. The danger of rupturing the gas main and a subsequent fire is significant.

4. The pumps suffer from high failure rates and when they fail can cause significant ground pollution.

When they fail raw sewage can escape from them and in this case pour into and damage the canyon and forest which is a protected reserve area.

5. The noise from 23 grinder pumps running continually and reverberating in the canyon would cause significant noise pollution.

This would be disruptive to all homeowners in the surrounding areas that border the canyon as well as the protected wildlife that live there. Initial research shows some applicable pumps producing 82

decibels of noise. This is significantly above Monterey County code for acceptable noise levels in “Passively Used Open Space.”

6. The pumps require a high level of maintenance which is impractical for homes owned mostly by non-residents and elderly.

And lack of maintenance will lead to even more failures. And undiscovered failures could cause even greater environmental damage.

7. CAWD has significantly underestimated costs for the installation of the pumps and private laterals.

They propose that it will be the homeowner’s responsibility to get the permits, buy the pump and pay to have it and the sewer laterals installed. Then at some later undesignated time, if the costs are approved, they will reimburse those costs to the homeowner.

They estimate the cost to be \$11,000 per home. This is a gross underestimate of how much it will cost to get heavy equipment to the bottom of each property, dig out the large hole required for each pump, trench out for the lateral pipes, install 220v electrical, install the pumps with a crane, and repair extensive hillside landscaping in many cases. Two contractors consulted estimated approximately \$100,000 cost per home.

8. CAWD will also shift potentially very significant unreimbursed costs to the homeowners.

The cost of purchase and maintenance of the pumps is forced on the homeowners, many of whom are elderly and on fixed incomes. And many of whom do not have the ability to pay the costs and oversee the installation of lines and pumps.

Moreover, homeowners will be responsible for ongoing maintenance costs, the costs to replace the pumps if they break, and the electricity to run them. Given how challenging the pumps are to install, these costs could be considerable to the homeowners.

CAWD estimated the cost of each pump at \$800. Current research has shown the costs for applicable pumps at around \$5000.

Many of these homeowners do not have the ability to perform and pay for ongoing extensive, expensive and professional maintenance.

9. Potential significant property value loss.

Once the sewer main is constructed under Pescadero Road all affected homeowners will be required to hook up to the new main. Wastewater service will be cut off once the line is moved to Pescadero Road. So at that point if not connected or they have a pump failure their homes would have no wastewater service and become uninhabitable. The potential financial loss could be enormous.

10. The proposal has not addressed potential archeological site destruction.

There are known archeological sites in Pescadero Canyon. This must be addressed in an archeological site impact report.

11. Each impacted homeowner with a pump may be required to install an automatic, natural gas, electrical generator at their expense.

As part of CAWD's Specifications Plans they may require a generator at each home pumping station. The purchase, installation and maintenance of these generators is a significant additional expense. And the installation of these should be addressed also in the proposal and environmental impact report.

Additionally, there has been no notification given by CAWD or hearings held to inform the impacted homeowners.

A few homeowners only learned of this proposal in discussion with crews surveying Pescadero Road.

The potential for significant environmental and financial damage is high. And it could affect all homes surrounding Pescadero Canyon including parts of Carmel Woods, Pebble Beach and Carmel-by-the-Sea.

CAWD is scheduled to discuss and vote on this at their monthly board meeting on September 29th.

The only responsible decision is Plan A.

Plan B puts our forest, wildlife, and homes at serious perpetual risk.

I have attached a letter written by a neighbor who is an MIT graduate engineer. The letter outlines these technical issues with supporting documentation.

I have also attached the 2016 CAWD proposal outlining these alternatives.

Please read the attached letter, sign it and either mail or email it to CAWD prior to this meeting.

Or you may simply forward this email to CAWD and personalize it with your name and contact information at the bottom.

If you would like to discuss this further please email or call me.

Together we must protect the canyon, forest, wildlife, homes, and way of life we love.

Your neighbor,

Doug Armev
24700 Pescadero Rd.
douglas.armey@gmail.com
559-313-4006

CAWD website:

<https://www.cawd.org>

CAWD email:

General Manager: Barbara Buikema
downstream@ca

Carmel Area Wastewater District

Draft Preliminary Engineering Report – Pescadero Road Sewer Main Replacement

February 26, 2016

PREPARED FOR:

Drew Lander, Principal Engineer

PREPARED BY:

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Section 1. Project Overview

1.1. Objective

The goal of this Preliminary Engineering Study is to evaluate two alternatives for replacing an existing sewer main within the Carmel Area Wastewater District (District) wastewater collection system.

1.2. Setting

The section of sewer main to be replaced is located in and parallel to Pescadero Road on the northwest side of the City of Carmel-by-the-Sea (City) in Monterey County, California. The pipeline and associated manholes were installed approximately 80 years ago. The existing alignment runs to the west of a row of residential properties along the west side of Pescadero Road. The sewer main crosses several properties along the existing alignment to be replaced including private residential properties and property owned by the Del Monte Forest Conservancy, designated as the Pescadero Canyon Property. The ground surface in this area is steeply sloped from the east to the west, unstable, and currently inhabited by various plant and animal species, including Monterey pines and coast live oaks. The existing sewer main runs upslope from, and parallel to, the Pacheco Creek riparian corridor.

1.3. Existing Collection System and Properties Served

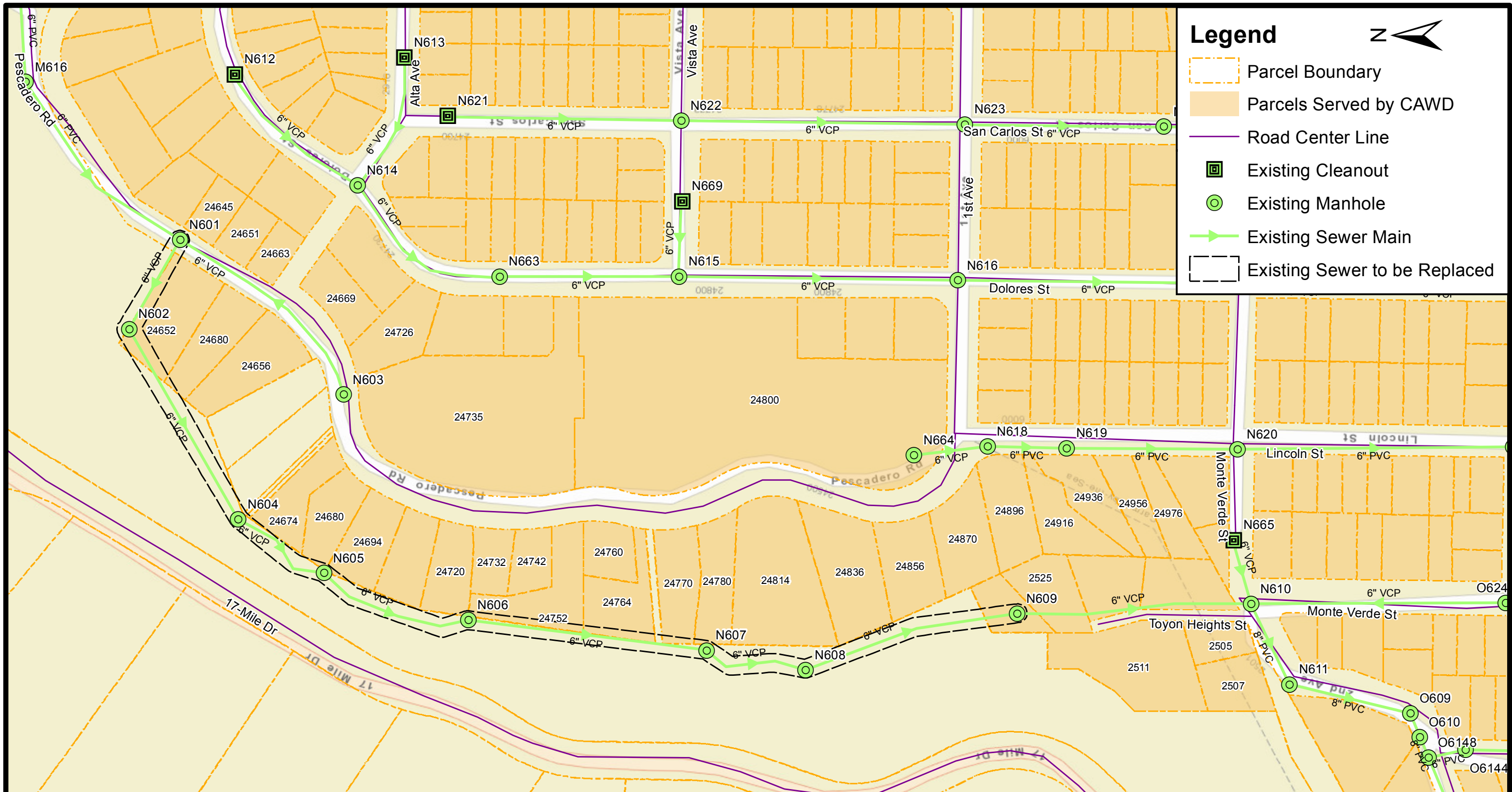
The existing sewer main on the forested hillside in the Pescadero Canyon Property has been damaged by tree falls and is in poor condition. Localized high points and other condition issues have caused several sanitary sewer overflows, and maintenance crews have had difficulty accessing the sewer main for maintenance. Frequent maintenance is required due to the poor condition of the sewer main.

The existing gravity sewer main to be replaced is believed to have been constructed in the 1930s or 1940s and is constructed of 6-inch vitrified clay pipe (VCP). Record drawings of the existing sewer main are not available. The sewer main conveys wastewater from an estimated 275 parcels, primarily residential, within the District's service area. Of these parcels, 19 are located along Pescadero Road and have service laterals directly connected to the sewer main to be replaced. This section begins at District manhole N601, located within the roadway near 24652 Pescadero Road. From this point, it extends from Pescadero Road to the west, inside of the property line at 24652 Pescadero Road (APN 009-112-013) to manhole N602, then turns south in the Pescadero Canyon Property (APN 008-161-009); five manholes and approximately 1,600 linear feet of sewer main lie within the Pescadero Canyon Property. The sewer main crosses through two private properties north of Toyon Heights (APN 009-122-012, 009-122-011), then continues through Toyon Heights, a private, jointly owned roadway, to manhole N610 at the intersection of Toyon Heights, 2nd Avenue, and Monte Verde Street. The existing sewer main is shown in Figure 1.

1.4. Project Goal

Replacing the damaged sewer main is necessary to continue to provide reliable service to the District's customers and minimize the potential for sanitary sewer overflows in the future. The new sewer main will:

- Be designed and constructed in accordance with current District standards
- Increase the reliability and carrying capacity of the respective branch of the District's sanitary sewer system
- Reduce the potential for sanitary sewer overflows
- Reduce maintenance requirements



Legend

- Parcel Boundary
- Parcels Served by CAWD
- Road Center Line
- Existing Cleanout
- Existing Manhole
- Existing Sewer Main
- Existing Sewer to be Replaced

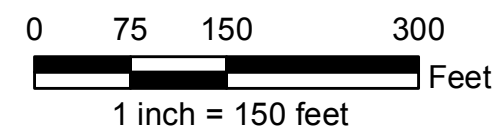
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**FIGURE 1: EXISTING SEWER MAIN ALIGNMENT
PESCADERO ROAD SEWER REPLACEMENT PROJECT
CARMEL AREA WASTEWATER DISTRICT**

Drawn By: SPP

Checked By: NEP

QC: MAR



Project No.
CMAWD.150399.00

Figure No.
1

P:\CMAWD Carmel Area Wastewater District\CMAWD.150399 Pescadero Road Sewer Replacement\GIS\Figures1-3 Simplified.mxd

1.5. Alternatives

Two alternatives will be considered for the replacement of the sewer main. The first alternative alignment (Alternative A) approximately follows the existing alignment in the hillside of the Pescadero Canyon Property; the second alternative alignment (Alternative B) follows Pescadero Road in the City right-of-way.

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Section 2. Preliminary Engineering

2.1. Design Criteria

The following criteria were used in developing the proposed infrastructure improvements to the District's wastewater collection system in accordance with District standards:

- Minimum diameter for gravity sewers: 8-inch
- Minimum slope for 8-inch pipe: 0.0034 ft/ft
- Minimum slope for 10-inch pipe: 0.0025 ft/ft
- Minimum slope for 12-inch pipe: 0.0020 ft/ft
- PVC SDR 26 to be used for all gravity sewer lines installed using open trench method
- Manning's roughness coefficient of 0.010 for PVC
- Minimum pipe velocity of 2.0 ft/sec
- Vertical drop across manhole: 0.1 feet
- Minimum manhole depth: 4 feet
- No curved gravity sewers will be allowed
- Maximum distance between manholes: 600 feet
- Maximum design capacity of gravity sewers occurs when depth divided by diameter (d/D) equals 0.5

2.2. Existing and Future Flows

Flow data were recorded from December 10 through December 14, 2014, by a temporary flow meter installed at manhole N609. During this monitoring period, a storm event occurred, which resulted in a significant increase in sewer flow rates. The flows were recorded during the storm event specifically to determine the peak flow rate through the section of the sewer main to be replaced. The peak flow rate recorded over the four-day period was 373 gallons per minute (GPM) and the minimum flow rate was recorded at 10 GPM. A rapid rise in sewer flow rates exhibited by the collected sewer flow data indicates high levels of inflow into the sewer system.

The sanitary sewer collection system upstream of the project area is mostly built out; only a handful of parcels within the District's service area upstream of the sewer to be replaced are vacant. For this reason, future flows are not projected to significantly increase, and the recent flow data is sufficient for the sewer main hydraulic model analysis. With proactive system management, it is possible peak sewer flow rates may decrease in the future as the District works to eliminate cross connections between storm drains and the sanitary sewer.

Based on the measured flow rates and anticipated stability or decrease in future sewer flow rates, a design flow rate of 400 GPM is recommended for this segment of sewer.

2.3. Pipe Sizing

Minimum pipe size and slope were determined by calculating hydraulic capacity. Utilizing a peak flow rate of 400 GPM, and the District standard requirements previously documented, minimum slopes for multiple pipe sizes were calculated. These values are shown in Table 1.

Table 1: Minimum Sewer Slope

Nominal Pipe Size (in)	Flow Rate (GPM)	Hydraulically Calculated Minimum Slope (ft/ft)	District Standard Minimum Slope (ft/ft)
8	400	0.0152	0.0034
10	400	0.0046	0.0025
12	400	0.0018	0.0020

Based on the results of this calculation, if 8-inch or 10-inch pipe is utilized, it will need to be installed with a slope greater than the minimum allowed by District standards to maintain sufficient capacity.

2.4. Alternative A Conceptual Design

2.4.1. Alternative A Description

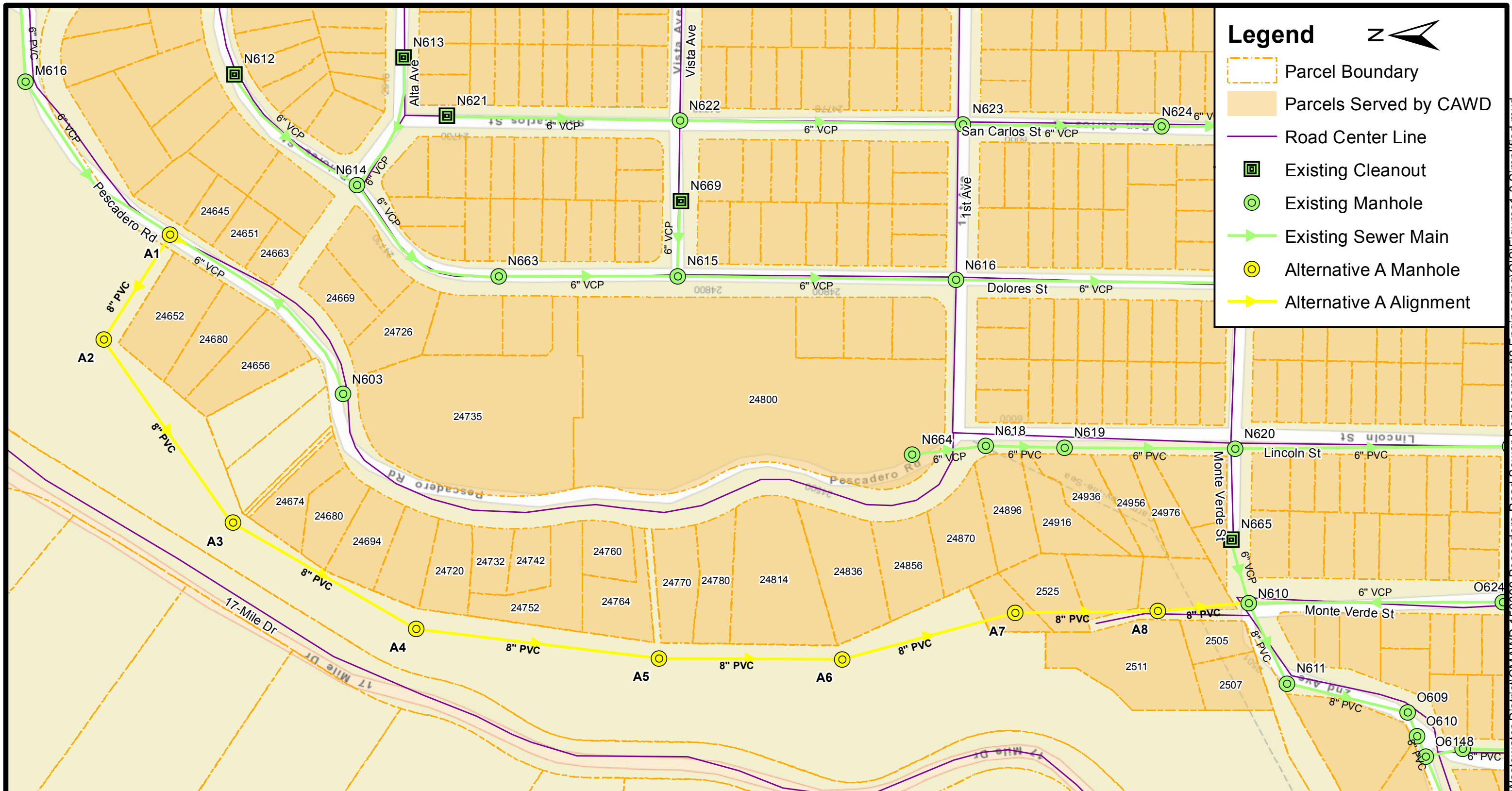
Alternative A would demolish and remove the existing sewer main and manholes to be replaced and construct a new 8-inch polyvinyl chloride (PVC) gravity sewer main and manholes along a similar alignment as the existing 6-inch sewer main. The final alignment would connect manhole N601 to manhole N610 at the intersection of Toyon Heights, 2nd Avenue, and Monte Verde Street. Manhole N601 would be demolished and removed, and a new manhole constructed in Pescadero Road to the north to allow for a 10-foot buffer between the property line at 24652 Pescadero Road and the proposed 8-inch sewer main. The short sewer segment that flows within the roadway from manhole N603 to manhole N601 from the south would be extended to reach this new manhole. The proposed alignment for Alternative A is shown on Figure 2. In total, approximately 2,250 linear feet of new 8-inch PVC pipe and eight manholes will be constructed to direct flow from manhole N601 to manhole N610.

A 20-foot-wide access path along the alignment in vegetated areas would be cleared and grubbed of all vegetation, and graded to provide a drivable surface in vegetated areas. The temporary path would allow for equipment access for the construction of the new sewer. This includes removal of trees, brush and other plants in this area.

The pipeline will be constructed by the open trench method, with approximate trench depths ranging from 4 feet to 10 feet below the surface of the graded path and roadway. Individual property sewer laterals would be reconnected from the residence property lines to the new sewer main. In unpaved areas, the trench would be backfilled with crushed rock surrounding the sewer main and with native or imported material to bring the trench up to existing grade. Through paved areas, the trench will be backfilled with only crushed rock or Class II aggregate base, and the trench repaved in accordance with County standards. Manholes would be constructed with a cast-in-place concrete base and prefabricated concrete barrel sections per District standards. Construction activities for manholes will be limited to the 20-foot wide access path for construction of the sewer main.

2.4.2. Hydraulic Model

Limited ground elevation data for the proposed alignment was available for this study. Approximate rim elevations were based on topographic information using Google Earth. Field measured invert elevations at upstream manhole N601 and downstream manhole N610 were used as the basis of a hydraulic model, included as Appendix A. The average slope between the inverts of these two manholes is roughly 0.05 ft/ft. Based on the minimum slopes documented in Table 1, an 8-inch diameter PVC pipe will provide sufficient flow capacity to carry the design flow rate of 400 GPM with a minimum slope of 0.0152 ft/ft. If a minimum slope of 0.0152 ft/ft is not feasible along segments of the alignment, an increase in pipe size may be required.

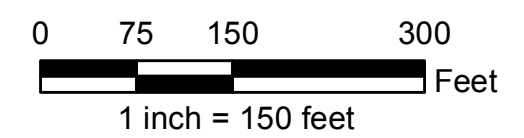


Legend

- Parcel Boundary
- Parcels Served by CAWD
- Road Center Line
- Existing Cleanout
- Existing Manhole
- Existing Sewer Main
- Alternative A Manhole
- Alternative A Alignment

**FIGURE 2: ALTERNATIVE A - HILLSIDE ALIGNMENT
PESCADERO ROAD SEWER REPLACEMENT PROJECT
CARMEL AREA WASTEWATER DISTRICT**

Drawn By: SPP
 Checked By: NEP
 QC: MAR



Project No.
CMAWD.150399.00

Figure No.
2

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2.4.3. Real Property Issues

The existing and proposed Alternative A alignment traverses several private properties. At the time of writing, documentation of easements across all of these properties have not been obtained. Only documents describing a 20-foot wide easement along Toyon Heights have been obtained. Additional information regarding existing permanent easements will be included in the final submittal of this report.

While easement information has not been obtained for all private properties impacted by this alignment, it is believed existing easements will be insufficient for construction of Alternative A. The Alternative A alignment will be realigned from the existing alignment in some locations, which is anticipated to necessitate permanent easement modifications. In addition, temporary access easements, and abandonment of existing easements which would no longer be required may be recommended.

A summary of the private properties impacted by Alternative A are documented in Table 2.

Table 2: Real Properties Affected by Existing and Proposed Sewer Main

Impacted Property Address (APN)	Temporary Access Easement Required	Permanent Access Easement Modification Required	Potential to Relinquish Existing Easement
24652 Pescadero Rd (009-112-013)	Yes	No	Yes
Pescadero Canyon Property (008-161-009)	Potentially	Yes	No
Unknown Address on Toyon Heights (009-122-012)	Potentially	Potentially	No
Unknown Address on Toyon Heights (009-122-010)	No	No	No
Unknown Address on Toyon Heights (009-122-009)	No	No	No
2505 2 nd Ave. (009-122-025)	No	No	No
2511 2 nd Ave. (009-122-013)	No	No	No
2525 2 nd Ave. (009-122-011)	Potentially	Potentially	No

Although the proposed alignment for Alternative A runs outside of the property at 24652 Pescadero Road, a temporary easement will be required for the removal of the existing sewer infrastructure.

2.4.4. Geotechnical Engineering

Due to the significant amount of grading required to provide access for sewer main construction, geotechnical borings and associated analysis is recommended during detailed design to provide additional information for the contractor to accurately budget for earth movement and slope stability.

2.4.5. Access Issues

The steep, unstable slopes in the area of the proposed alignment requires significant site improvements to allow for the construction of the new sewer main and manholes. Clearing and grubbing activities will be required, including the removal of several trees. Grading a 20-foot-wide path on the hillside is recommended to allow for equipment access. See Section 2.4.3 for a discussion of temporary construction access easements required for the construction of Alternative A. See Section 4 for an assessment of the environmental impacts associated with Alternative A.

2.4.6. Traffic Control

During construction, Toyon Heights (the private drive extending north from the corner of 2nd Avenue and Monte Verde Street) in the vicinity of the work would be closed to all vehicle traffic during working hours. At the end of each working day, all excavations would be plated and the roadway reopened to traffic. Since this is a dead end street, local residents would need to park cars outside of the work area and walk past the work area to access their vehicles.

Pescadero Road would be closed to all vehicle traffic during working hours for the relocation of manhole N601. Traffic would be rerouted through a detour spanning 1st Avenue, Dolores Street, and Castro Lane. All excavations would also be plated and the roadway reopened to traffic at the end of each working day.

2.4.7. Bypass Pumping Requirements

Bypass pumping will be required during construction to convey wastewater around the work area. A temporary bypass pipeline would be constructed on grade parallel to the existing sewer main. Bypass pumps, located on Pescadero Road near existing manhole N601, would be required during daytime working hours for the construction of the new line, for an estimated period of one month. These pumps would pump wastewater through this pipeline until the new sewer main is installed and ready for use. During night time hours and weekends, the contractor could temporarily reconnect the main line to convey wastewater through the work area using the existing sewer main to avoid bypass pumping during non-working hours. These pumps are typically powered by a gas powered generator or direct gas powered drive. They typically output 66 decibels at a distance of 10 feet and 63 decibels at a distance of 20 feet. In addition, isolated short term bypass pumps will be located on individual laterals as needed.

It is recommended a conceptual bypassing plan be prepared during the design process.

2.4.8. Permitting Requirements

Portions of the work included in Alternative A occur within County right-of-way; as a result, an encroachment permit from the County would need to be obtained. For environmental permitting, see Section 4. For issues associated with easements, see Section 2.4.3.

2.4.9. Construction Costs

See Section 3 for a detailed description of the anticipated project construction costs for Alternative A.

2.5. Alternative B Conceptual Design

2.5.1. Alternative B Description

Alternative B would abandon the existing sewer main to be replaced and construct a new 10-inch PVC gravity sewer main within the Pescadero Road, Lincoln Street, and Monte Verde Street right-of-way. The proposed alignment will reconfigure existing upstream manhole N601 and connect a new gravity sewer to existing downstream manhole N610 with new 10-inch PVC gravity sewer for the majority of the new sewer. The existing sewer segment between manhole N601 and manhole N603 would be demolished and removed. Flow along this segment would be reversed with installation of the new gravity sewer. Existing manholes and sewer between manhole N618 and N620 would be demolished and removed, and the new sewer constructed in their place. Between manhole N620 and N610, the proposed alignment will travel through the cul-de-sac on Monte Verde Street, and continue to manhole N610 below. The portion of the sewer constructed between the cul-de-sac and manhole N610 would be constructed using horizontal directional drilling (HDD) to avoid disturbing the landscaped hillside; this segment would be constructed of HDPE pipe. The remainder of the new sewer would be constructed using open trench construction. The District should consider allowing HDD installation of some additional pipe segments, however, this is not expected to provide a significant cost savings. In total, approximately 2,210 linear feet of new 10-inch sewer main and 11 manholes will be constructed. Figure 3 shows the proposed alignment for Alternative B.

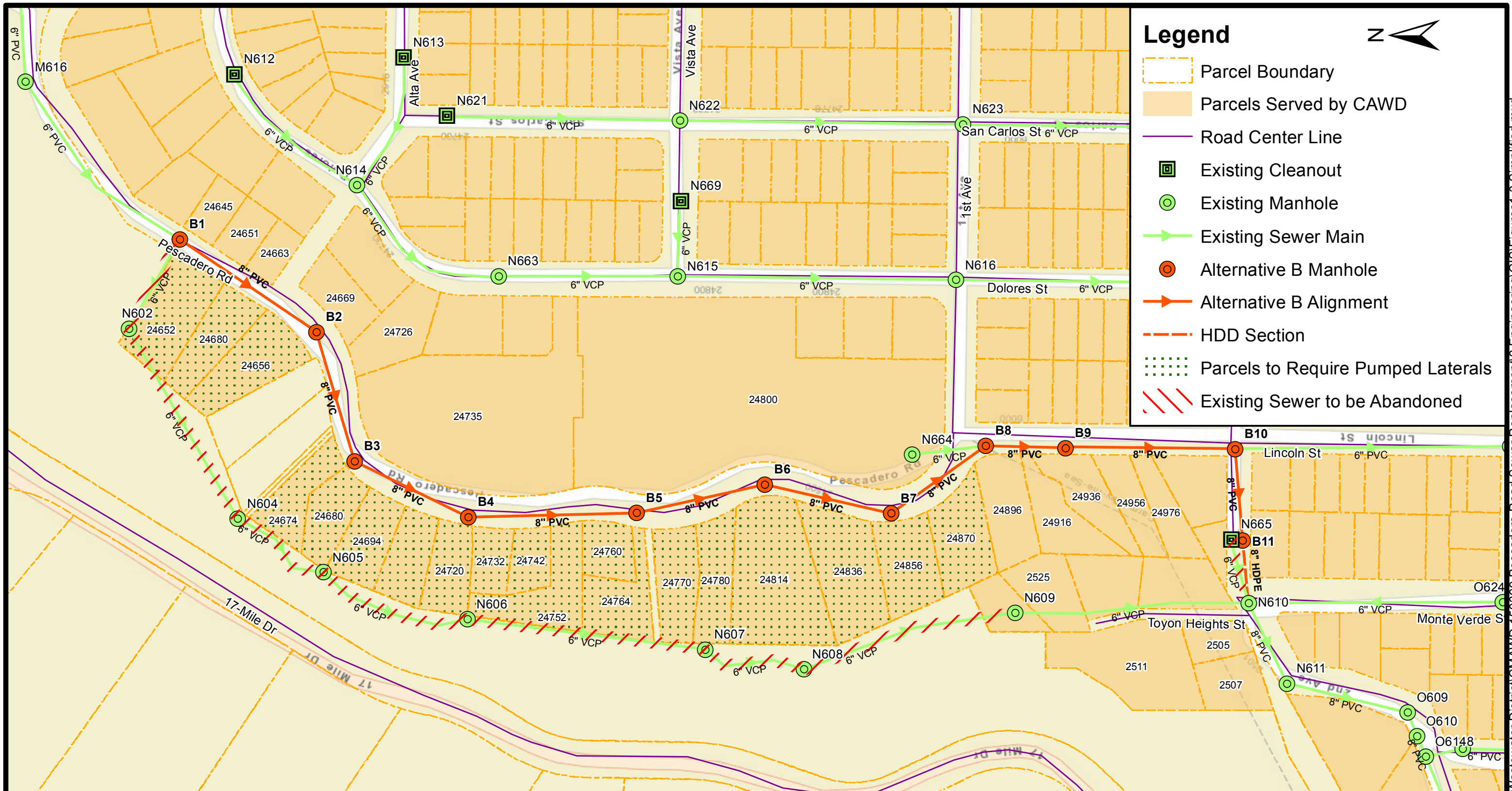
Trench excavation depths are anticipated to range between 6 and 24 feet below grade. An approximate profile of the alignment is shown in Figure 4. Pipeline trenches would be backfilled with crushed rock and/or Class II aggregate base and paved, except in areas installed using HDD. As in Alternative A, manholes would be constructed per the District standards.

Reconfiguring existing manhole N601 several feet upstream to a slightly higher elevation and minimizing the manhole depth could reduce excavation costs in the area immediately downstream of this manhole where the gravity sewer main could reach depths of 22 feet below grade. This option will be considered if Alternative B is selected by the District.

Due to the elevation difference between the Alternative B alignment and the existing residence sewer laterals downhill from Pescadero Road, a low-pressure grinder sump pump would be installed on the downhill side of each residence to transport wastewater to the sewer main in the roadway. Discharge piping from each sump pump will be installed three feet below grade within the private property to the public right-of-way. Each low-pressure sump pump would be owned and maintained by the individual property owner. To reduce excavation costs in areas where the gravity sewer main would reach beyond a specified depth, a 2-inch-diameter low-pressure line would be installed parallel to the gravity sewer main to carry the effluent from the grinder pump systems to the nearest manhole, at which point the low-pressure system would discharge into the manhole and be carried by the gravity main downstream. This is intended to simplify future access for maintenance.

Each low-pressure sump pump would be owned and maintained by the individual property owner. This presents challenges associated with the installation of these systems. In an effort to limit the District's liability, the District may require residents requiring pumped laterals to independently hire a contractor to install these systems, and reimburse the homeowners for the cost of their installation. Estimated installation costs for the system are detailed in Section 3. The properties which would require the installation of a grinder pump system are shown on Figure 3. The Environment One (E/One) DH071 grinder pump has been used as the basis for the conceptual design of Alternative B. More information on the E/One grinder pump system is included as Appendix B.

In addition to the construction of the new sewer, the existing sewer would need to be properly abandoned. Abandoning the existing sewer manholes in accordance with District standards involves fracturing the base of the manholes, dropping the manhole frame and cover into the barrel, removing the top of the manhole to a minimum depth of 24 inches below grade, and filling the remaining manhole barrels and sewer main with 1-sack slurry. Sewer mains would also be filled with 1-sack slurry. This work would be completed using hand

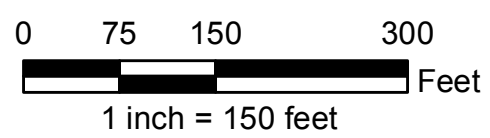


Legend

- Parcel Boundary
- Parcels Served by CAWD
- Road Center Line
- Existing Cleanout
- Existing Manhole
- Existing Sewer Main
- Alternative B Manhole
- Alternative B Alignment
- HDD Section
- Parcels to Require Pumped Laterals
- Existing Sewer to be Abandoned

**FIGURE 3: ALTERNATIVE B - ROADWAY ALIGNMENT
PESCADERO ROAD SEWER REPLACEMENT PROJECT
CARMEL AREA WASTEWATER DISTRICT**

Drawn By: SPP
Checked By: NEP
QC: MAR



Project No.
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Figure No.
3

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and power tools carried on foot from Pescadero Road and Toyon Heights. Hoses and cords from Pescadero Road would be required to convey slurry and power equipment, which would be laid on grade to accomplish this work. Provisions would be set in place to prevent any slurry or other materials from spilling from the sewer main and manholes to the surrounding areas. No wheeled or tracked equipment would be allowed outside the public right-of-way. Figure 3 shows the sections of the existing sewer that would be abandoned.

2.5.2. Trenchless Sewer Installation

Installation of portions of the sewer main using trenchless installation methods, specifically HDD, was evaluated for all segments of the alignment for Alternative B. This method was considered to reduce the costs and risks associated with excavating deep trenches. The equipment used for HDD is able to install HDPE pipe on a curve with a minimum radius of 600 feet. Several curved sections of Pescadero Road have a radius much smaller than 600 feet; therefore, deep excavations would still be necessary to install multiple straight runs of pipe to navigate the bends in the roadway. Trenchless HDD would only be necessary in the portion of the sewer between the cul-de-sac on 2nd Avenue and downstream manhole N610 to avoid disturbing the landscaped hillside. The District should consider allowing HDD installation of some additional pipe segments, however, this is not expected to provide a significant cost savings.

2.5.3. Hydraulic Model

For the purposes of this study, a field survey was performed to confirm the sewer could flow by gravity through Pescadero Road from existing manhole N601 to N618, and to establish required pipeline depths. The survey estimated an approximate total drop of 42 feet between the manhole inverts. An approximate profile of the alignment is shown in Figure 4. However, where high points in the road are located, sewer depths would exceed 20 feet. To minimize trenching costs, maintaining minimum slope is recommended where appropriate. The collected elevation data, along with the constraints described in Section 2.2, were used for the hydraulic model for Alternative B, included as Appendix A. In order to minimize trenching costs by maintaining a minimum slope, while providing sufficient capacity during 400 GPM peak flow events, a 10-inch diameter PVC pipe is recommended for this alternative. For the use of a 10-inch pipe, maintaining a minimum slope of 0.0046 ft/ft is required, as described in Section 2.3.

Note that this will result in a decrease in sewer main size at manhole N610 from 10-inch to 8-inch sewer.

2.5.4. Real Property Issues

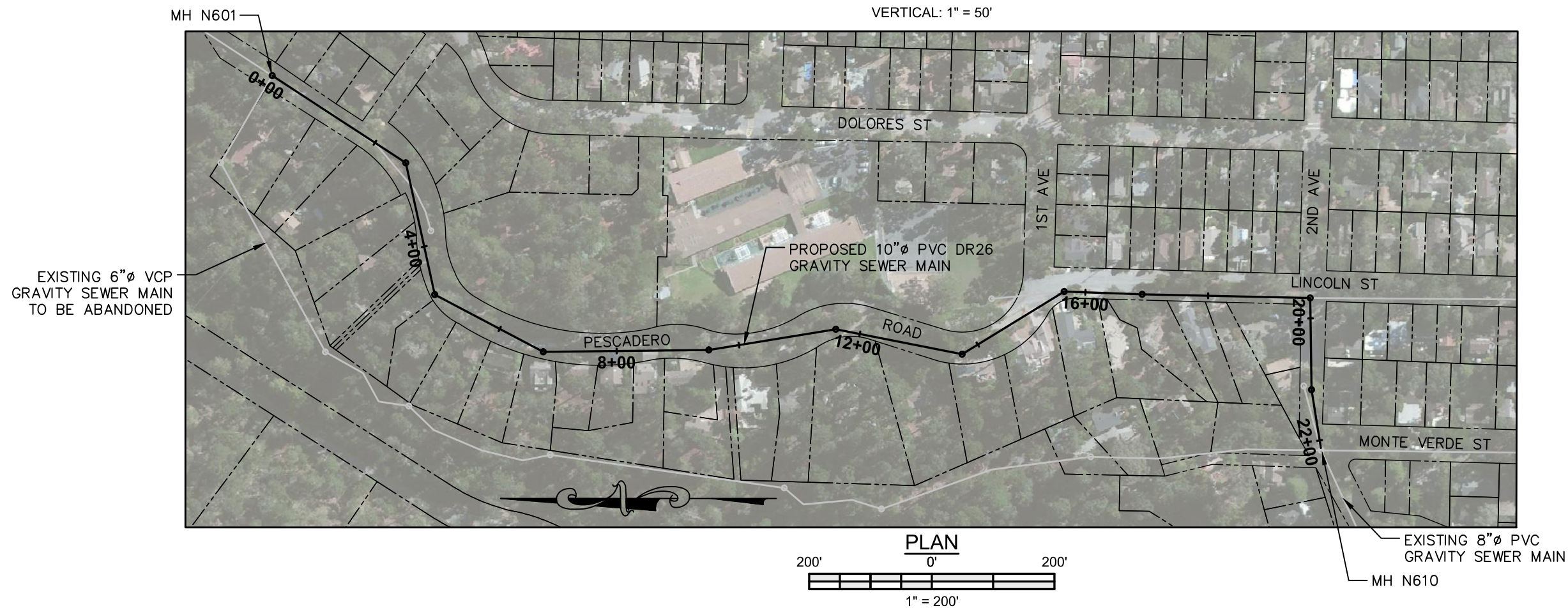
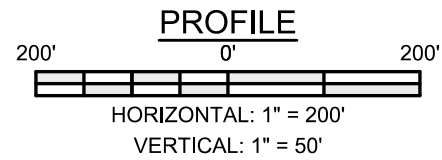
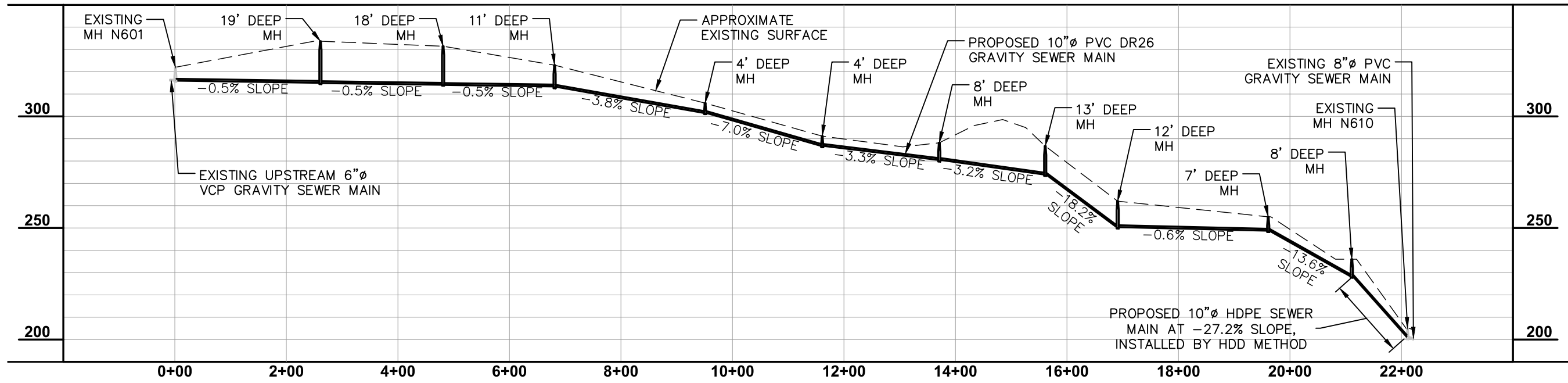
The proposed alignment for Alternative B rests solely in the public right-of-way along Pescadero Road, Lincoln Street, and Monte Verde Street, and therefore, no permanent access easements would be necessary for the installation or future work on the sewer. However, during the abandonment of the existing sewer infrastructure, temporary construction access easements will be required for the property at 24652 Pescadero Road (APN 009-112-013) and the Pescadero Canyon Property (APN 008-161-009). If Alternative B is selected, the District should consider relinquishing easements along the existing sewer alignment.

2.5.5. Access Issues

Construction of the proposed sewer main for Alternative B would be kept entirely in the public right-of-way, with access via paved roadways. Abandonment activities are expected to be completed using hand and power tools carried on foot to the existing sewer; therefore, no wheeled or tracked equipment would require access outside of the public right-of-way. Access to the existing sewer for abandonment would be achieved through existing or temporary easements if required.

2.5.6. Traffic Control

During construction, portions of Pescadero Road, Lincoln Street, and Monte Verde Streets in the vicinity of the work would be closed to all vehicle and pedestrian traffic during working hours. Traffic would be routed around the work area through 1st Avenue, Dolores Street, and Castro Lane. At the end of each working day, all excavations would be plated and the roadway reopened to traffic.



25 San Juan Grade Road
Suite 105
Salinas, CA 93906
831.242.0058 Phone

**FIGURE 4: ALTERNATIVE B - ROADWAY ALIGNMENT PLAN AND PROFILE
PESCADERO ROAD SEWER REPLACEMENT
CARMEL AREA WASTEWATER DISTRICT**

2.5.7. Parallel Low-Pressure Line

In order to reduce excavation costs for connecting sewer laterals at locations in the alignment which reach a certain depth, 2-inch low-pressure lines will be considered. The low-pressure line would collect effluent from each individual property's grinder pump system discharge piping at the property line and run in the City's right-of-way parallel to the nearest gravity sewer main at a depth of three feet below grade. The low-pressure line would discharge into the nearest manhole through a drop inlet, and the wastewater would continue downstream through the new 10-inch gravity sewer main. This system may increase the required total dynamic head from each property's grinder pump system, but would reduce excavation costs associated with connecting sewer laterals to deep sections of the sewer main.

2.5.8. Shoring Plan

Trenches in some areas will exceed 20 feet in depth. A shoring plan prepared, stamped and signed by a licensed civil engineer would be required from the contractor prior to the start of excavation.

2.5.9. Geotechnical Engineering

Due to the deep trench excavations anticipated along the alignment, geotechnical borings and analysis is recommended during detailed design to provide a basis for a shoring plan and to provide additional information for the contractor to accurately budget for deep excavations.

2.5.10. Bypass Pumping Requirements

Bypass pumping will be required during construction to convey wastewater around the work area. Bypass pumps, located on Pescadero Road, would be required 24-hours per day during the construction of the new manhole to replace the existing manhole N601 for an estimated 5-day period. These pumps are typically powered by a gas powered generator or direct gas powered drive. They typically output 66 decibels at a distance of 10 feet and 63 decibels at a distance of 20 feet. In addition, isolated short term bypass pumps will be located on individual laterals as needed.

2.5.11. Permitting Requirements

Portions of the work included in Alternative B occur within County right-of-way; as a result, an encroachment permit from the County would need to be obtained. For environmental permitting requirements, see Section 4. For issues associated with easements, see Section 2.5.4.

2.5.12. Construction Costs

See Section 3 for a detailed description of the anticipated project construction costs for Alternative B.

Section 3. Cost Analysis

3.1. Project Cost Estimate

A budgetary cost estimate was developed to estimate anticipated construction costs associated with the proposed infrastructure for each alternative. Detailed cost estimates are included as Appendix C. A summary of the cost estimates for the two alternatives are shown in Table 3. Section 3.3 provides assumptions made in the estimates.

Table 3: Summary of Estimated Cost of Construction

	Alternative A	Alternative B
Construction Cost	\$630,000	\$960,000

3.2. Individual Low Pressure Sump Pumps

In addition to the baseline cost of construction for each alternative incurred by the District, shown in Table 3, selection of Alternative B would incur additional costs associated with individual low-pressure sump pump systems. A summary of this additional cost is shown in Table 4. This cost estimate includes the purchase of the E/One DH071 grinder pump and lateral valve kit, and the installation of these items; the estimate does not include additional improvements specific to each property, such as household electrical wiring modifications, landscaping repair, decking demolition and repair, etc.

Table 4: Individual Low Pressure Sump Pump Costs

	Alternative A	Alternative B
Number of Low Pressure Pump Systems Required	0	19
Cost Incurred By Each Property Owner	\$0	\$11,000
Total Cost	\$0	\$209,000

3.3. Cost Assumptions

The following assumptions were included in the development of these costs:

- Unit costs developed for these cost estimates are included in Appendix C.
- Sewer main alignment and manhole locations were determined based on assessor's parcel map information and District GIS maps. Actual roadway alignments may require additional manholes and modifications to the pipeline alignments.
- Pipe depth was classified into three tiers: Shallow at 4'-8', Medium at 8'-14', and Deep at 14'-24'.
- Manhole depths were divided into 8 tiers based on depths.
- For gravity sewer connections, the project includes installation of individual sewer laterals from the sewer main to a new property line cleanout and connection to existing sewer laterals for gravity sewer laterals.

- Cost estimates for gravity sewer laterals do not include any costs incurred by the property owner for connecting to the sewer laterals at the property line.
- Since all customers are currently connected to the collection system, no connection fees will be assessed as part of this project.
- No manhole linings will be provided on new or existing manholes.
- Manhole frames and covers will be per District standards.
- Pavement trench section is in accordance with District and City of Carmel standards.
- Easements for the construction of the project will be obtained at no cost to the District.

3.4. Additional Project Costs

In addition to the costs associated with construction of the proposed improvements, costs for each alternative will be incurred by the project associated with engineering design, easement modifications, legal, public outreach, environmental permitting, construction management, and overall administration of the project.

Detailed estimates of the costs associated with each of these elements have not been developed as part of this preliminary engineering report, except for environmental permitting, but should be considered by the District in preparation of this project. A discussion of the scope associated with each of these additional costs are provided in the following sections.

3.4.1. Engineering Design

Engineering design includes development of complete contract documents for the project including the following tasks:

- Project management and coordination
- Topographic survey of the project area
- Development of legal descriptions for the acquisition of easements
- Geotechnical testing and analysis
- Detailed design of all proposed improvements
- Bid support services
- Engineering support during construction

3.4.2. Legal

Legal includes all costs associated with the legal review and compliance associated with the project including obtaining and establishing funding mechanisms for the project, and land/easement acquisition.

3.4.3. Environmental Permitting

Environmental permitting includes costs incurred by the District associated with obtaining, and compliance with environmental permits for this project. See Appendix D for a summary of the anticipated environmental permitting costs associated with the project.

3.4.4. Construction Management

Construction management includes all costs associated with complete management of the construction of the proposed improvements. This includes:

- District representation
- Construction inspection and testing services
- Construction scheduling and controls
- Change order management
- Dispute resolution
- Progress meetings
- Environmental compliance documentation
- Project documentation
- Start-up, testing, and acceptance
- Final construction summary reporting

3.4.5. Project Administration

Project Administration includes costs incurred by the District associated with the internal management of the project including District's staff time and other direct expenses.

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Section 4. Environmental Permitting Assessment

A Biological Alternatives Analysis was prepared by Denise Duffy and Associates, Inc., to compare the biological resources which may be impacted by the two alternative alignments. This analysis also identifies future biological surveys and regulatory permits that may be required for each alternative alignment. The full analysis memorandum is included as Appendix D.

The analysis concludes that the existing sewer main to be replaced lies in an environmentally sensitive habitat area potentially inhabited by special-status plant and animal species, which elicits the need for a more focused survey to identify the presence or absence of these species. The area is also subject to the Del Monte Forest and Carmel Area Land Use Plans.

As Alternative A approximately follows the existing sewer main alignment, permits will be required to construct the new sewer main. A Coastal Development Permit would be required by the Coastal Commission, and an Initial Study/Mitigated Negative Declaration would be required for compliance with the California Environmental Quality Act (CEQA).

The Alternative B alignment within the roadway would have less-than-significant effects on the potential special-status species identified in the biological alternatives analysis. Potential impacts to these species would be identified and avoided. Due to its nature, Alternative B could be exempt from both Coastal Development Permit and CEQA requirements, but would require the issuance of these exemptions from their respective jurisdictions.

Based on the analysis, Alternative B would be the biological preferred alignment.

Section 5. Conclusion and Recommendations

5.1. Conclusion

Based on the available information and preceding analysis, a matrix was created to compare Alternatives A and B in several main categories. The matrix is shown in Table 5.

Table 5: Project Alternatives Matrix

Category	Alternative A	Alternative B
Construction Cost	\$630,000	\$960,000
Private Pumped Laterals Required (Cost)	No	Yes (\$209,000)
Environmental Permitting Process Duration	Many Months	Brief
Environmental Permitting Costs	High	Low
Environmental Compliance Cost	High	Low
Impact to Residents	Extended sewer bypassing period, minimal effects on traffic control and road closures	Short sewer bypassing period, full road closure to Pescadero Road for an extended period
Additional Easements Required?	Yes	No

5.2. Recommendation

The information presented in this draft report will be used as a basis for discussion with the District. Based on anticipated discussion, a recommendation will be made on the selected alternative.

Once an alternative is selected, the District should proceed with preparation of detailed engineering design and environmental permitting documents.

Appendix A. Hydraulic Model

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Carmel Area Wastewater District
Pescadero Road Sewer Main Replacement - Alternative A Hydraulic Analysis
Calculation By: SPP
Checked By: NEP

Manhole	Approx. Rim Elev. (ft)	MH Invert In (ft)	MH Invert Out (ft)	MH Depth (ft)	Pipe	Length (ft)	Slope (ft/ft)	Pipe Elev. Outlet (ft)	Pipe Elev. Inlet (ft)	Pipe I.D. (in)	Pwet 50% (ft)	A 50% (ft ²)	v 50% (ft/s)	50% Capacity (gpm)	100% Capacity (gpm)
A1 (N601)	322.0	316.1	316.0	5.9											
					1	200	0.0511	*	316.0	7.754	1.015	0.163964	10.0	733.3	1466.7
A2	*	*	*	*											
					2	360	*	*	*	7.754	1.015	0.163964	*	*	*
A3	*	*	*	*											
					3	340	*	*	*	7.754	1.015	0.163964	*	*	*
A4	*	*	*	*											
					4	390	*	*	*	7.754	1.015	0.163964	*	*	*
A5	*	*	*	*											
					5	290	*	*	*	7.754	1.015	0.163964	*	*	*
A6	*	*	*	*											
					6	290	*	*	*	7.754	1.015	0.163964	*	*	*
A7	*	*	*	*											
					7	200	*	*	*	7.754	1.015	0.163964	*	*	*
A8	*	*	*	*											
					8	180	*	201.0	*	7.754	1.015	0.163964	*	*	*
N610	205.0	201.0	200.9	4.1											

2250.0 * Hillside elevation data unavailable for this model.

Total Drop Inv.= 115.0 ft
 Total Length= 2250.0 ft
 Avg. Slope= 0.0511111 ft/ft



ENGINEERS INC

Carmel Area Wastewater District

Pescadero Road Sewer Main Replacement - Alternative B Hydraulic Analysis

Calculation By: SPP

Checked By: NEP

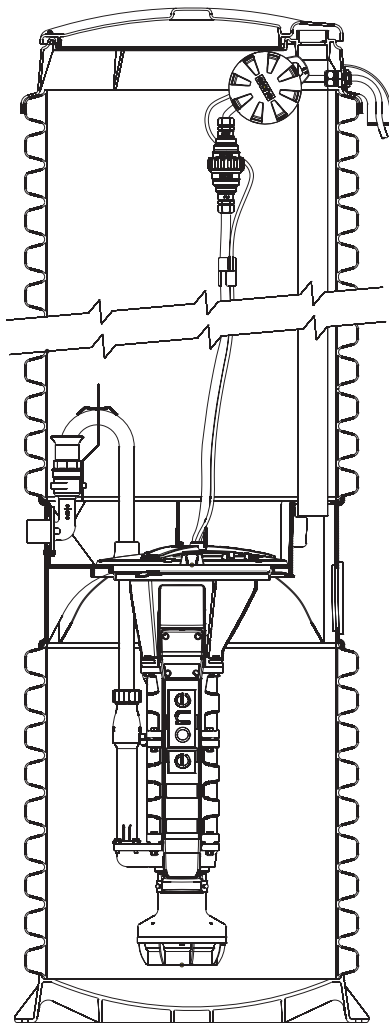
Manhole	Approx. Rim Elev. (ft)	MH Invert In (ft)	MH Invert Out (ft)	MH Depth (ft)	Pipe	Length (ft)	Avg. Pipe Depth (ft)	Slope (ft/ft)	Pipe Elev. Outlet (ft)	Pipe Elev. Inlet (ft)	Pipe I.D. (in)	Pwet 50% (ft)	A 50% (ft ²)	v 50% (ft/s)	50% Capacity (gpm)	100% Capacity (gpm)
B1	322.0	316.1	316.0	5.9												
					1	260	12.3	0.0046	314.8	316.0	9.692	1.26868	0.25617	3.474595	399.5	799.0
B2	333.5	314.8	314.7	18.8												
					2	220	17.8	0.0050	313.6	314.7	9.692	1.26868	0.25617	3.616473	415.8	831.6
B3	331.3	313.6	313.5	17.7												
					3	200	13.3	0.0050	312.5	313.5	9.692	1.26868	0.25617	3.616473	415.8	831.6
B4	322.8	312.5	312.4	10.3												
					4	270	6.3	0.0383	302.1	312.4	9.692	1.26868	0.25617	10.01356	1151.3	2302.6
B5	305.8	302.1	302.0	3.8												
					5	210	3.1	0.0698	287.3	302.0	9.692	1.26868	0.25617	13.50857	1553.2	3106.3
B6	291.0	287.3	287.2	3.8												
					6	210	5.2	0.0329	280.3	287.2	9.692	1.26868	0.25617	9.270756	1065.9	2131.8
B7	288.0	280.3	280.2	7.8												
					7	190	16	0.0316	274.2	280.2	9.692	1.26868	0.25617	9.088644	1045.0	2090.0
B8	287.0	274.2	274.1	12.9												
					8	130	12.2	0.1823	250.4	274.1	9.692	1.26868	0.25617	21.83749	2510.8	5021.6
B9	262.0	250.4	250.3	11.7												
					9	270	8.9	0.0056	248.8	250.3	9.692	1.26868	0.25617	3.812098	438.3	876.6
B10	255.0	248.8	248.7	6.3												
					10	150	7	0.1363	228.3	248.7	9.692	1.26868	0.25617	18.88432	2171.2	4342.5
B11	236.0	228.3	228.2	7.8												
					11	100.0	5.7	0.2715	201.0	228.2	9.692	1.26868	0.25617	26.64926	3064.0	6128.1
N610	205.0	201.0	200.9	4.1												

2210 ft

Appendix B. Environment One Grinder Pump

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DH071/DR071



General Features

The model DH071 or DR071 grinder pump station is a complete unit that includes: the grinder pump, check valve, HDPE (high density polyethylene) tank, controls, and alarm panel. A single DH071 or DR071 is a popular choice for one, average single-family home and can also be used for up to two average single-family homes where codes allow and with consent of the factory.

- Rated for flows of 700 gpd (2650 lpd)
- 70 gallons (265 liters) of capacity
- Indoor or outdoor installation
- Standard outdoor heights range from 61 inches to 160 inches

The DH071 is the “hardwired,” or “wired,” model where a cable connects the motor controls to the level controls through watertight penetrations.

The DR071 is the “radio frequency identification” (RFID), or “wireless,” model that uses wireless technology to communicate between the level controls and the motor controls.

Operational Information

Motor

1 hp, 1,725 rpm, high torque, capacitor start, thermally protected, 120/240V, 60 Hz, 1 phase

Inlet Connections

4-inch inlet grommet standard for DWV pipe. Other inlet configurations available from the factory.

Discharge Connections

Pump discharge terminates in 1.25-inch NPT female thread. Can easily be adapted to 1.25-inch PVC pipe or any other material required by local codes.

Discharge

15 gpm at 0 psig (0.95 lps at 0 m)
 11 gpm at 40 psig (0.69 lps at 28 m)
 7.8 gpm at 80 psig (0.49 lps at 56 m)

Accessories

E/One requires that the Uni-Lateral, E/One’s own stainless steel check valve, be installed between the grinder pump station and the street main for added protection against backflow.

Alarm panels are available with a variety of options, from basic monitoring to advanced notice of service requirements.

The Remote Sentry is ideal for installations where the alarm panel may be hidden from view.

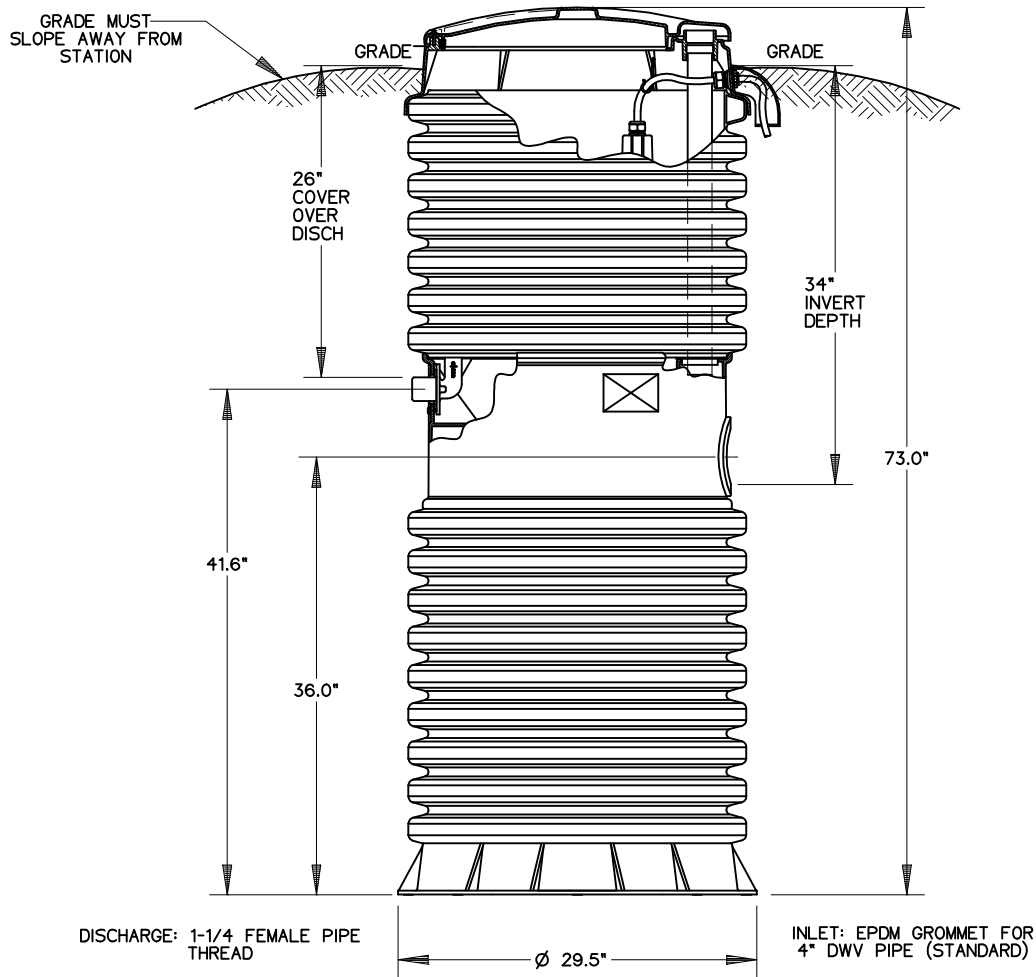
Patent Numbers: 5,752,315
 5,562,254 5,439,180

NA0050P01 Rev C

OPTIONS : **DH071-74**
 DR071-74

(HARD WIRED
LEVEL CONTROLS)

(WIRELESS
LEVEL CONTROLS)



CONCRETE BALLAST MAY BE REQUIRED
SEE INSTALLATION INSTRUCTIONS
FOR DETAILS

NOTE: DIMENSIONS ARE FOR REF ONLY



AD	CAH	07/12/07	B	1/16
DR BY	CHK'D	DATE	ISSUE	SCALE



MODEL DH071-74 / DR071-74

NA0050P05

Appendix C. Proposed Project Cost Estimates

DRAFT



OPINION OF PROBABLE CONSTRUCTION COST



Project: Pescadero Road Sewer Replacement Project

Prepared By: SPP

Building, Area: Alternative A - Hillside Alignment

Date Prepared: 2/26/2016

MNS Proj. No. CMAWD.150399

Estimate Type: Conceptual Construction
 Preliminary (w/o plans) Change Order
 Design Development @ _____ % complete

Current at ENR _____

Escalated to ENR _____

Months to Midpoint of Construction _____

Spec. No.	Item No.	Description	Qty.	Units	Materials		Installation		Sub-Contractor		Total
					\$/Unit	Total	\$/Unit	Total	\$/Unit	Total	
	1	Mobilization and Demobilization	1	LS	0.00	0	10,000.00	10,000			10,000
	2	Clearing and Grubbing	1	LS	0.00	0	15,000.00	15,000			15,000
	3	20' Access Path Grading	1	LS	0.00	0	7,500.00	7,500			7,500
	4	Drainage Slope Stability Improvements	1	LS	5,000.00	5,000	5,000.00	5,000			10,000
	5	Sewer Bypass	1	LS	5,000.00	5,000	10,000.00	10,000			15,000
	6	Existing Sewer Demolition/Abandonment	1	LS	0.00	0	5,000.00	5,000			5,000
	7	8" PVC DR26 Gravity Sewer, 4'-8' Deep Trench	1800	LF	45.00	81,000	55.00	99,000			180,000
	8	8" PVC DR26 Gravity Sewer, 8'-14' Deep Trench	450	LF	50.00	22,500	75.00	33,750			56,250
	9	Precast 48" Manhole, 4' Deep	2	EA	2,000.00	4,000	3,500.00	7,000			11,000
	10	Precast 48" Manhole, 6' Deep	3	EA	2,500.00	7,500	4,000.00	12,000			19,500
	11	Precast 48" Manhole, 8' Deep	2	EA	3,000.00	6,000	4,500.00	9,000			15,000
	12	Precast 48" Manhole, 10' Deep	1	EA	3,500.00	3,500	5,000.00	5,000			8,500
	13	Service Lateral (to Property Line)	19	EA	250.00	4,750	500.00	9,500			14,250
	14	Erosion Control	1	LS	5,000.00	5,000	5,000.00	5,000			10,000
	15	Post-Construction Rehabilitation	1	LS	5,000.00	5,000	10,000.00	10,000			15,000
	16	Traffic Control	1	LS	2,500.00	2,500	2,500.00	2,500			5,000
						0					0
		Subtotals				151750.00		245250.00			397000.00
		Division I Costs	@	5.00%							0.00
		Subtotals				151750.00		245250.00			397000.00
		Taxes - Materials Costs	@	9.00%		13657.50					13,657.50
		Subtotals				165407.50		245250.00			410,657.50
		Contractor Markup for Sub	@								
		Subtotals				165407.50		245250.00			410,657.50
		Contractor OH&P	@	15.00%		24811.125		36787.5	0		61,598.63
		Subtotals				190218.63		282037.50	0.00		472,256.13
		Estimate Contingency	@	30.00%							141,676.84
		Subtotals									613,932.96
		Escalate to Midpoint of Construct	@	3.00%							18,417.99
		Estimated Bid Cost									632,350.95
		Total Estimate									632,360
		Total Estimate									630,000
		Annualized Capital Cost @ i-5%, n=30									40,982

OPINION OF PROBABLE CONSTRUCTION COST



Project: Pescadero Road Sewer Replacement Project

Prepared By: SPP

Building, Area: Alternative B - Pescadero Road Alignment

Date Prepared: 2/26/2016

Estimate Type: Conceptual
 Preliminary (w/o plans) - Construction
 Design Development @ Change Order
_____ % complete

MNS Proj. No. CMAWD.150399

Current at ENR _____

Escalated to ENR _____

Months to Midpoint of Construction _____

Spec. No.	Item No.	Description	Qty.	Units	Materials		Installation		Sub-Contractor		Total
					\$/Unit	Total	\$/Unit	Total	\$/Unit	Total	
	1	Mobilization and Demobilization	1	LS	0.00	0	20,000.00	20,000			20,000
	2	Sewer Bypass	1	LS	2,000.00	2,000	3,000.00	3,000			5,000
	3	Existing Sewer Main Abandonment	1800	LF	1.00	1,800	1.50	2,700			4,500
	4	Existing Sewer Manhole Demolition/Abandonment	1	EA	2,500.00	2,500	7,500.00	7,500			10,000
	5	Existing Sewer Demolition N601 to N603	370	LF	0.00	0	5.00	1,850			1,850
	6	10" PVC DR26 Gravity Sewer, 4'-8' Deep Trench	970	LF	60.00	58,200	60.00	58,200			116,400
	7	10" PVC DR26 Gravity Sewer, 8'-14' Deep Trench	700	LF	80.00	56,000	90.00	63,000			119,000
	8	10" PVC DR26 Gravity Sewer, 14'-24' Deep Trench	540	LF	140.00	75,600	150.00	81,000			156,600
	9	Precast 48" Manhole, 4' Deep	2	EA	2,000.00	4,000	3,500.00	7,000			11,000
	10	Precast 48" Manhole, 6' Deep	1	EA	2,500.00	2,500	4,000.00	4,000			6,500
	11	Precast 48" Manhole, 8' Deep	3	EA	3,000.00	9,000	4,500.00	13,500			22,500
	12	Precast 48" Manhole, 12' Deep	2	EA	4,000.00	8,000	5,500.00	11,000			19,000
	13	Precast 48" Manhole, 14' Deep	1	EA	4,500.00	4,500	6,000.00	6,000			10,500
	14	Precast 48" Manhole, 18' Deep	1	EA	5,000.00	5,000	6,500.00	6,500			11,500
	15	Precast 48" Manhole, 20'-24' Deep	1	EA	6,500.00	6,500	8,000.00	8,000			14,500
	16	Service Lateral to Property Line (Gravity)	19	EA	500.00	9,500	1,000.00	19,000			28,500
	17	Service Lateral to Property Line (Pressurized)	19	EA	500.00	9,500	1,000.00	19,000			28,500
	18	Traffic Control	1	LS	5,000.00	5,000	10,000.00	10,000			15,000
						0					0
		Subtotals				259600.00		341250.00			600850.00
		Division 1 Costs	@	5.00%							0.00
		Subtotals				259600.00		341250.00			600850.00
		Taxes - Materials Costs	@	9.00%		23364.00					23,364.00
		Subtotals				282964.00		341250.00			624,214.00
		Contractor Markup for Sub	@								
		Subtotals				282964.00		341250.00			624,214.00
		Contractor OH&P	@	15.00%		42444.6		51187.5	0		93,632.10
		Subtotals				325408.60		392437.50	0.00		717,846.10
		Estimate Contingency	@	30.00%							215,353.83
		Subtotals									933,199.93
		Escalate to Midpoint of Construct	@	3.00%							27,996.00
		Estimated Bid Cost									961,195.93
		Total Estimate									961,200
		Total Estimate									960,000
		Annualized Capital Cost @ i-5%, n=30									62,449

Appendix D. Biological Alternatives Analysis

DRAFT



MEMORANDUM

Date: February 19, 2016

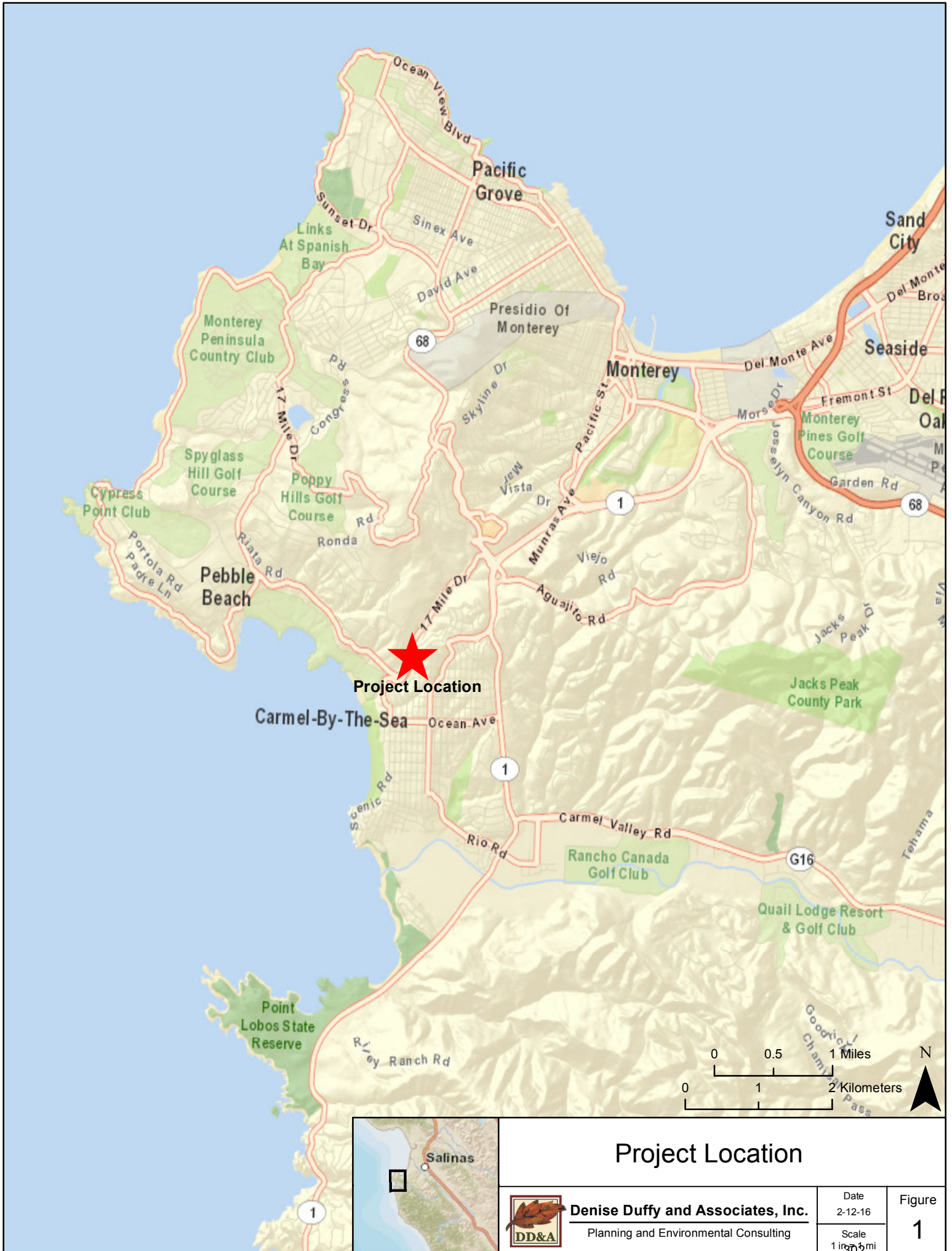
To: Nick Panofsky, Senior Project Engineer, MNS Engineers, Inc.

From: Josh Harwayne, Senior Project Manager, DD&A
Shaelyn Davis, Assistant Environmental Scientist, DD&A

Subject: Biological Alternatives Analysis for the Pescadero Road Sewer Main Replacement Project

This Biological Alternatives Analysis provides the results of reconnaissance-level biological surveys conducted in January and February 2016 for two potential alternative alignments for the Pescadero Road Sewer Main Replacement Project (Project), and a comparison of the biological resources present at each proposed alignment. The Pescadero Road Sewer Main is part of the Carmel Area Wastewater District sewer system and serves residents along Pescadero Road and adjacent streets in Monterey County, California (Figure 1). The existing section of sewer main to be replaced begins on Pescadero Road at manhole N601, extends from Pescadero Road to the west, inside of the property line at 24652 Pescadero Road to manhole N602, then continues south in property believed to be owned by the Del Monte Forest Conservancy and designated as the Pescadero Canyon Property. From this property, the sewer main continues south, through two private properties including 2525 2nd Avenue, before entering back into the north end of Toyon Heights, a private road, to the intersection of Toyon Heights, 2nd Avenue, and Monte Verde Street. Different segments of the existing alignment occur within the Del Monte Forest and Carmel Area Land Use Plan Areas of Monterey County. The first alternative alignment (Alternative A) follows the existing alignment approximately. Alternative A would consist of replacing the existing line in-place and would include a temporary 20-foot-wide access path that would be cleared and grubbed of all vegetation, and graded to provide a drivable surface along the alignment. The second alternative alignment (Alternative B) abandons the existing section of sewer main, and would involve the construction a new sewer main within the Pescadero Road and Monte Verde Street right-of-way. Alternative B would require the demolition of the existing manholes along the current alignment of the section of sewer main, and the filling of the abandoned sewer main with slurry. Both alternatives occur within the Coastal Zone in an unincorporated area of Monterey County. The purpose of this memo is to describe the existing habitats, known or potential special-status species that may be impacted by the Project, and sensitive habitat, if present, within each site; identify any future biological surveys and regulatory permits that may be required; and provide a comparison of the biological resources present at each site and a recommendation for the biologically preferred alternative.

The surveys of the two potential alternative sites were completed by Denise Duffy and Associates, Inc. (DD&A) Senior Environmental Scientist Josh Harwayne, and DD&A Assistant Environmental Scientist Shaelyn Hession, on January 28 and February 11, 2016. Survey methods included walking the two proposed alignments and using aerial maps to identify general habitat types and potential sensitive habitats, and conducting a focused survey of appropriate habitat for special-status plant species. Concurrently, a reconnaissance-level wildlife habitat and special-status species survey was conducted to identify suitable habitat and any special-status wildlife species observed.



Project Location



Denise Duffy and Associates, Inc.

Planning and Environmental Consulting

Date
2-12-16

Scale
1 inch = 1 mile

Figure

1

Biological Survey Results

Habitat Types

Alternative A

Alternative A approximately follows the existing alignment through the Pescadero Canyon Property on steep unstable slopes, within degraded Monterey pine (*Pinus radiata*) forest adjacent to, but above, the Pacheco Creek Riparian corridor. Dominate plant species within the tree stratum in the degraded Monterey Pine forest included Monterey pine and coast live oak (*Quercus agrifolia*). The dominant species in the understory present along the alignment included non-native grass species, horticultural species that likely escaped from adjacent properties, cape ivy (*Delairea odorata*), Bermuda buttercup (*Oxalis per-caprae*), hedge-nettle (*Stachys sp.*) and Poison Oak (*Toxicodendron diversilobum*). Approximately 0.9 acres of Monterey pine forest would be temporarily impacted as part of the Project if Alignment A is selected. Portions of the existing alignment and the Alternative A alignment are located in the Del Monte Forest Land Use Plan Area and Carmel Area Land Use Plan Area (Figure 2).






Monterey pine forest (*Pinus radiata* – *Quercus agrifolia*/ *Toxicodendron diversilobum* Association) is listed as sensitive on the California Department of Fish and Wildlife's (CDFW) Natural Communities List, (CDFG, 2010). This habitat type is also an environmentally sensitive habitat area (ESHA) under the California Coastal Act. Development is restricted within the coastal zone and prohibited within designated ESHA, unless the development is coastal dependent and does not have a significant effect on the resources. Furthermore this habitat is identified as sensitive in the Del Monte Forest and Carmel Area Land Use Plans. Tree removal from forest ESHA is prohibited within the Del Monte Forest Land Use Plan Area unless it is part of restoration and enhancement efforts. Impacts to Monterey pine forest associated with the Alternative A alignment would need to be addressed and mitigated in compliance with CEQA Guidelines and local Land Use Plans. A Coastal Development Permit would be required as the project is within the Coastal Zone and is not covered under any exemptions to CEQA or Coastal Permit requirement.

The Del Monte Forest and Carmel Area Land Use Plans may restrict or prohibit the removal of trees, grading, and excavation along the Alternative A alignment. If the removal of native trees associated with Alternative A alignment is permitted by the local Land Use Plans, the preparation of a Forest Management Plan per Section 20.146.060.B of the Carmel Land Use Plan and Implementation Plan may be required. Additional habitat surveys utilizing GPS would be required to provide an estimate of the number and size of native trees to be removed, as well as a more accurate estimate of acres to be impacted by the construction of the access corridor.

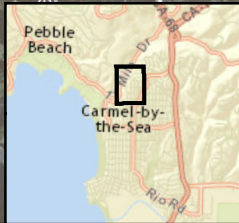
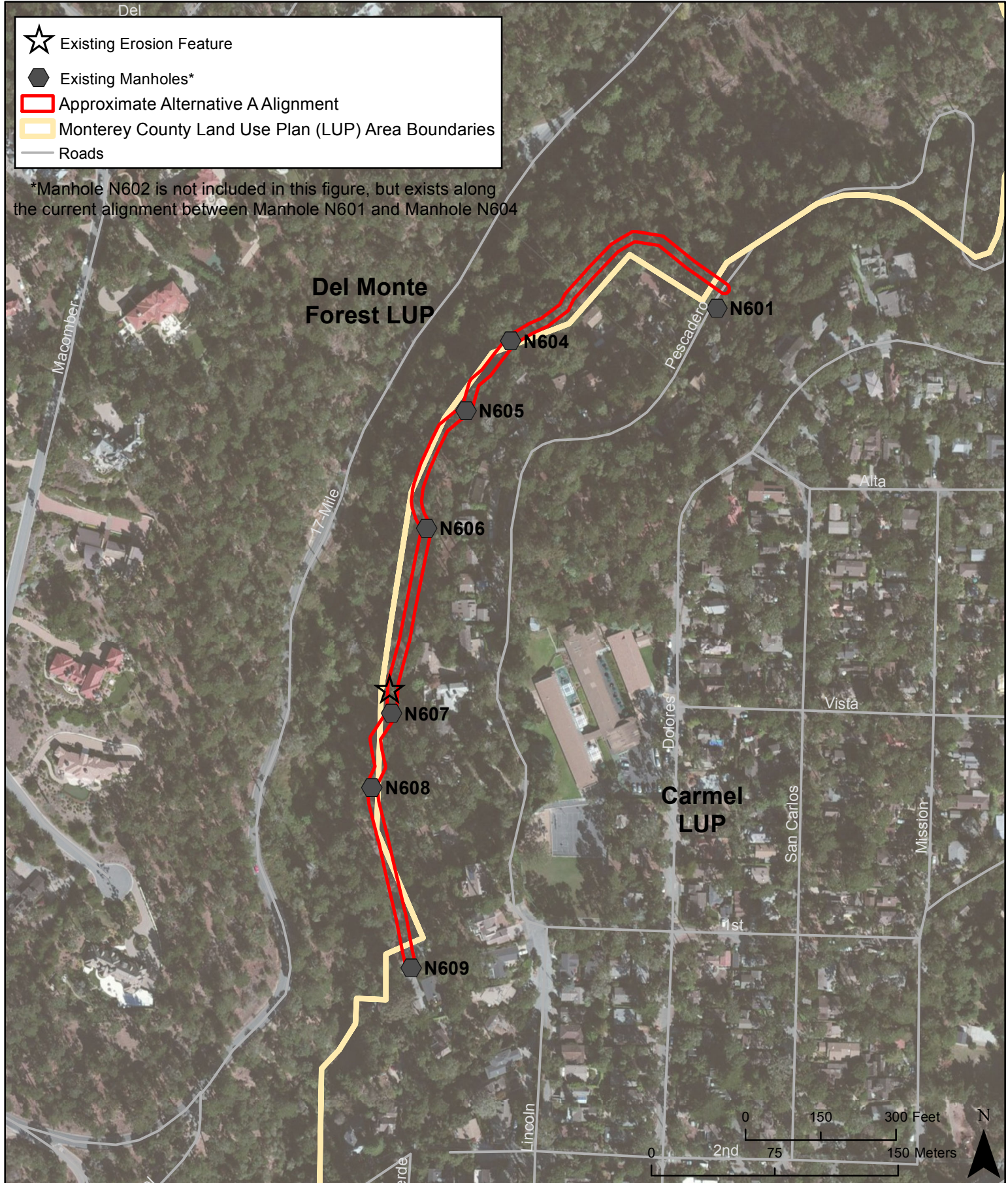
Two areas that may qualify as potential coastal wetlands exist adjacent to and just north of manhole N607. These areas would be impacted as part of the Project with the Alternative A alignment and would require a coastal development permit; however, a coastal development permit would be required for other aspects of the Project with the Alternative A alignment including grading of the temporary access road. A wetland delineation would be required to determine to total area of potential coastal wetlands within the Alternative A alignment. Additionally, the steep unstable slopes and presence of Pacheco Creek below the Alternative A alignment would require that care is taken and provisions set in place, especially when grading the access road, to prevent impacts to the creek and associated riparian area. No construction will occur within the creek or the associated riparian area.

Alternative B

With Alternative B a new section of sewer main would be constructed within the Pescadero Road and Monte Verde Street right-of-way. The new sewer main would connect existing manhole N601 to existing manhole N610. Construction activities for the new sewer main along the Alternative B alignment would occur entirely in developed habitat consisting of paved streets. One section of the Alternative B alignment

-  Existing Erosion Feature
-  Existing Manholes*
-  Approximate Alternative A Alignment
-  Monterey County Land Use Plan (LUP) Area Boundaries
-  Roads

*Manhole N602 is not included in this figure, but exists along the current alignment between Manhole N601 and Manhole N604



Alternative A Pescadero Sewer Alignment



Denise Duffy and Associates, Inc.
Planning and Environmental Consulting

Date
2-12-16
Scale
1 in = 300 mi

Figure
2

would cross a landscaped hillside. This section would be constructed using horizontal directional drilling (HDD), to avoid disturbing the landscaped hillside. The remainder of the new sewer would be constructed using open trench construction. No impacts associated with the construction of the new sewer main with Alternative B would occur outside of paved areas.

Alternative B would be exempt from Coastal Development Permit requirements and from CEQA requirements as this alternative falls under the following statutory exemptions:

- According to Title 20, Zoning Ordinance for the County of Monterey, Chapter 20.70.120(G), Exemptions from Coastal Development Permits, Alternative B would be considered exempt from coastal permit requirements. As stated in the ordinance: The installation, testing, and placement in service or the replacement of any necessary utility connection between an existing service facility and any development provided that the County may, where necessary, require reasonable conditions to mitigate any adverse impacts on coastal resources, including scenic resources. (See Coastal Commission's September 5, 1978 "Repair, Maintenance and Utility Hook-Up Exclusions from Permit Requirements" document for further detail on which public utility projects are exempt). Under this guidance from the Coastal Commission, for excluded activities related to transmission, distribution, and communication facilities, a coastal permit is not required to install, test, place in service, maintain, replace, modify, or relocate underground facilities provided that the work is limited to public road or railroad rights-of-way or public utility easements and provided that there is no removal of major vegetation and the site is restored as close as reasonably possible to its original condition.
- Alternative B would be exempt from CEQA under Section 15282(k), which identifies a statutory exemption for: *the installation, of new pipeline or maintenance, repair, restoration, removal, or demolition of an existing pipeline as set forth in Section 21080.21 of the Public Resources Code, as long as the project does not exceed one mile in length.*
- Alternative B would be exempt from CEQA under Public Resources Code 21080.21 states: *This division does not apply to any project of less than one mile in length within a public street or highway or any other public right-of-way for the installation of a new pipeline or the maintenance, repair, restoration, reconditioning, relocation, replacement, removal, or demolition of an existing pipeline.*
- Alternative B would also be exempt from CEQA under Section 15301, which identifies a categorical exemption for: *operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion beyond that existing at the time of the lead agency's determination...Examples include, but are not limited to:...(b) existing facilities of both investor and publicly-owned utilities used to provide electric power, natural gas, sewerage, or other public utility services..."*

If a coastal permit is not required, a Coastal Exemption is issued by the County. The Coastal Exemption is proof that review and a decision have been rendered by authorized staff. Alternative B will require issuance of a Coastal Exemption from the County.

The existing sewer main is located within degraded Monterey pine forest, as described above. In addition to the construction of the new sewer, the existing sewer would need to be properly abandoned under Alternative B. Removal of the manholes and filling of the abandoned sewer main with slurry would be completed using hand and power tools carried on foot from Pescadero Road. Hoses and cords from Pescadero Road would be required to convey slurry and power equipment would need to be laid on grade to accomplish this work. Provisions would be set in place to prevent any slurry or other materials from

spilling from the sewer main and manholes to the surrounding areas. No permanent or ground disturbing impacts would occur within the Monterey pine forest as a result of abandoning the existing sewer main. Additionally, impacts to the area that may qualify as potential coastal wetlands exist adjacent to manhole N607 would likely be less-than-significant.

Special-Status Species

A special-status species table, included as Attachment A, discusses the presence and/or potential presence of special-status species within the current alignment of the sewer main. Each of these species' known or with a moderate or high potential presence within the alternative alignments is discussed below, along with typical avoidance, minimization, and mitigation measures to reduce impacts to each species.

Wildlife

The following table includes wildlife species known or with a moderate or high potential presence within the alternative alignments:

Species	Status ¹	Alternative A	Alternative B
Invertebrates			
Monarch butterfly (<i>Danaus plexippus</i>)	CNDDB	Potential	Potential (along the existing sewer main alignment)
Mammals			
Monterey dusky-footed woodrat (<i>Neotoma macrotis luciana</i>)	CSC	Potential	Potential (along the existing sewer main alignment)
Birds			
Nesting Raptors & Other Protected Avian Species	MBTA, DFG Code	Potential	Potential

Monarch Butterfly

The Monterey pine forest, in which the existing section of sewer main is located, may be suitable monarch butterfly habitat. Monarch Butterflies are included on the CDFW's CNDDB "Special Animals" list. No permits are required for impacts these species; however, management considerations consistent with CDFW recommendations are typically included under CEQA. These mitigation measures would likely be required for Alternative A. No habitat disturbance will occur within the Monterey pine forest as a result of Alternative B. Standard measures that are typically recommended to reduce impacts to sensitive habitat include:

- To avoid and reduce impacts to the monarch butterfly, the project applicant will retain a qualified biologist to review the project for potential to impact monarch butterflies prior to completion of the final design. If known or potential winter roost sites will be impacted, the biologist shall make recommendations to avoid impacts including, but not limited to, relocation/redesign of project features to avoid roost sites, guidance regarding tree removal and trimming at roost sites, and recommendations regarding planting additional roost trees. Construction shall not occur within 100 feet of known or potential roost sites between November 1 and May 1 as feasible. If

¹ FE: Federally Endangered; ST: State Threatened; CSC: California Species of Special Concern; CFP: California Fully Protected; CNDDB: species on the CDFW's "Special Animals" list; MBTA: Protected under the Migratory Bird Treaty Act (MBTA); DFG Code: Protected under California Department of Fish and Game Code (CDFG Code).

construction must occur during this period, the qualified biologist shall survey known and potential roost sites to confirm occupancy by monarch butterflies prior to start of construction within 100 feet. Multiple surveys may be necessary and the closest known roost sites shall be used as voucher sites to confirm the timing of butterfly arrival. If monarch butterflies are determined to be absent from a roost site, construction may commence. If monarch butterflies are found at a roost site, construction shall not occur within 100 feet of the roost site until the biologist has determined that the butterflies have left the area. The biologist shall visit the voucher sites to confirm that butterflies have left the region.

Monterey Dusky-Footed Woodrat

Monterey dusky-footed woodrats have the potential to be present within the Monterey pine forest habitat where work would be conducted as part of both alternatives. This species is designated as a California species of special concern by the CDFW. No permits are required for impacts to this species; however, management considerations consistent with CDFW recommendations are typically included under CEQA. Mitigation measures would likely be required for Alternative A. No ground or habitat disturbance will occur within the Monterey pine forest as a result of Alternative B. Standard measures that are typically recommended to reduce impacts to Monterey dusky-footed woodrat include:

- To avoid and reduce impacts to the Monterey dusky-footed woodrat, the project applicant will retain a qualified biologist to conduct pre-construction surveys in suitable habitat proposed for construction, ground disturbance, or staging within three days prior to construction for woodrat nests within the project area and in a buffer zone 100 feet out from the limit of disturbance. All woodrat nests will be flagged for avoidance of direct construction impacts, where feasible. All nests within 25 feet of the project site will be avoided and protected during project activities. Nests that cannot be avoided will be manually deconstructed prior to land clearing activities to allow animals to escape harm. If a litter of young is found or suspected, nest material will be replaced, and the nest left alone for 2-3 weeks before a re-check to verify that young are capable of independent survival before proceeding with nest dismantling.

Nesting Raptors and Other Protected Avian Species

Large trees within the alignment of both Alternative A and Alternative B may provide nesting habitat avian species protected under the Migratory Bird Treaty Act (MBTA) and CDFG Code. No permits are required for potential impacts to avian species protected under the MBTA and CDFG Code; however, management considerations consistent with CDFW recommendations are typically included under CEQA. Mitigation measures would likely be required for Alternative A and avoidance measures could be implemented for Alternative B. Measures that are typically recommended to reduce impacts to nesting raptors and other protected avian species include:

- Timing construction activities that may directly (e.g., vegetation removal) or indirectly (e.g., noise/ground disturbance) affect protected nesting avian species to avoid the breeding and nesting season. Specifically, vegetation and/or tree removal can be scheduled after September 16 and before January 31.
- Alternatively, a qualified biologist will be retained by the project applicant to conduct pre-construction surveys for nesting raptors and other protected avian species within 500 feet of proposed construction activities if construction occurs between February 1 and September 15. Surveys for nesting birds may be required to continue during construction to address new arrivals, and because some species breed multiple times in a season. The necessity and timing of these continued surveys will be determined by the qualified biologist based on review of the final construction plans and in coordination with the United States Fish and Wildlife Service (USFWS) and CDFW, as needed.

- If raptors or other protected avian species nests are identified during the pre-construction surveys, the qualified biologist will notify the project applicant and an appropriate no-disturbance buffer will be imposed within which no construction activities or disturbance should take place (generally 500 feet in all directions for raptors; other avian species may have species-specific requirements) until the young of the year have fledged and are no longer reliant upon the nest or parental care for survival, as determined by a qualified biologist

Plants

The following table includes plant species known or with a moderate or high potential presence within the alternative alignments:

Species	Status ²	Alternative A	Alternative B
Hickman's onion (<i>Allium hickmanii</i>)	List 1B	Potential	Potential (along the existing sewer main alignment)
Hooker's manzanita (<i>Arctostaphylos hookeri</i> ssp. <i>hookeri</i>)	List 1B	Potential	Potential (along the existing sewer main alignment)
Monterey pine (<i>Pinus radiata</i>)	List 1B	Present	Present (along the existing sewer main alignment)
Yadon's rein orchid (<i>Piperia yadonii</i>)	FE/ List 1B	Potential	Potential (along the existing sewer main alignment)
Pine rose (<i>Rosa pinetorum</i>)	List 1B	Potential	Potential (along the existing sewer main alignment)

Alternative A

Monterey pine is present along the existing and proposed alignment for Alternative A. The creation of a 20-foot-wide access path would require the removal of native trees, likely including Monterey pine. No permits are required for impacts these species; however, management considerations consistent with CDFW recommendations and local Land Use Plans are typically included under CEQA. As stated above, tree removal from forest ESHA is prohibited within the Del Monte Forest Land Use Plan Area unless it is part of restoration and enhancement efforts. If a Forest Management Plan is prepared as mitigation for impacts to Monterey Pine Forest, removal of individual Monterey pine trees would be included in the Forest Management Plan. The Forest Management Plan would need to include planting of Monterey pine trees at a 3:1 ratio.

Other special-status plant species with the potential to be present along the existing and proposed alignment for Alternative A include Hickman's onion, Hooker's manzanita, Yadon's rein orchid, and pine rose. These plants are listed in the California Native Plant Society (CNPS) California Rare Plant Ranks (CRPR, formerly known as CNPS Lists) as 1B and are also treated as special-status species under CEQA. In addition to being a list 1B species, Yadon's rein orchid is also a federally listed species under the Endangered Species Act. Standard measures that are typically recommended to reduce impacts to these species include:

- Individuals shall be avoided to the maximum extent possible.
- If avoidance is not feasible, species shall be replaced at a 3:1 ratio for the number of individuals impacted and a Rare Plant Restoration Plan shall be prepared by a qualified biologist in

² FE: Federally Endangered; List 1B: California Native Plant Society List 1B Species (rare, threatened, or endangered in California and elsewhere).

coordination with CDFW and the project applicant, and implemented. The plan shall include, but is not limited to, the following:

- a description of the baseline conditions of the habitats within the area of impact, including the presence of any special-status species, their locations, and densities;
- procedures to control non-native species invasion and elimination of existing non-native species within the area of impact;
- provisions to ensure compliance with the requirements of the plan;
- a detailed description of on-site and off-site restoration areas, salvage of seed and/or soil bank, plant salvage, seeding and planting specifications, including, if appropriate, increased planting ratio to ensure the 3:1 success ratio; and
- a monitoring program that describes annual monitoring efforts which incorporate success criteria and contingency plans if success criteria are not met.

Alternative B

No impacts to special-status plant species would occur as a result of the construction of the new sewer main with Alternative B as no construction would occur outside of paved areas. Activities associated with the abandonment of the existing sewer main segment would not have an impact on special-status plants as no ground disturbance would occur within the Monterey pine forest.

Conclusions

Alternative A

Alternative A would include impacts to approximately 0.9 acres of degraded Monterey pine forest. Monterey Pine Forest is a sensitive habitat as listed on the CNDDDB's working list of high priority and rare natural communities, is ESHA, and is identified as a sensitive habitat in the applicable Land Use Plans. The Del Monte Forest and Carmel Area Land Use Plans may restrict or prohibit the removal of trees, grading, and excavation along the Alternative A alignment. Additionally, two areas that may be potential coastal wetlands would be impacted along this alignment. As with Alternative B, a wetland delineation would be required to determine the size and location of these resources. This sensitive habitat has the potential to support special-status plant species. A focused survey during the appropriate blooming period for each species would be necessary to identify the presence or absence of each of these species. Monterey pine forest within Alignment A may potentially support Yadon's rein orchid, a federally endangered species. If special-status plant species are identified within the site and cannot be avoided, mitigation for these species may be required. Impacts to special-status wildlife species known or with the potential to occur along the Alternative A alignment can likely be mitigated through standard pre-construction and avoidance measures. A Coastal Development Permit is required as this project would occur in the Coastal Zone. An Initial Study / Mitigated negative Declaration would be required under CEQA.

Alternative B

The Alternative B alignment would not impact the Monterey pine forest and impacts to potential coastal wetlands along the existing alignment under this alternative would be less-than-significant. Construction activities for Alternative B would occur only in developed areas, therefore, no impacts to special-status plant species will occur. Potential impacts to nesting raptors and other protected avian species could be avoided by timing construction to occur outside of the breeding season (typically after September 16 and before January 31) or conduct surveys to identify presence and avoid impacts. This alternative would be exempt from Coastal Permit and CEQA requirements.

Recommendations

The following table provides a briefly outlines the positive and potentially negative aspects of each alternative, the potential impacts, CEQA documentation likely requires, typical mitigation that would likely be required, and the permits that will likely be required for each alternative:

Alternative	Potential Impacts	Potential Mitigation	CEQA Documentation	Regulatory Permits
A	<ul style="list-style-type: none"> ▪ Potential Coastal Wetlands (no federal wetland) ▪ Monarch Butterfly ▪ Monterey Dusky-Footed Woodrat ▪ Nesting Raptors and other Protected Avian Species ▪ Special-Status Plant Species ▪ Monterey Pine Forest Sensitive Habitat/ESHA ▪ Native Tree Species 	<ul style="list-style-type: none"> ▪ Coastal Wetlands Restoration ▪ Monarch Butterfly Surveys and Avoidance ▪ Monterey Dusky-Footed Woodrat Surveys, Avoidance, or Deconstruction of Nests ▪ Nesting Raptors and Other Protected Avian Species Surveys, and Avoidance ▪ Special-Status Plant Surveys, Avoidance, or Restoration ▪ Monterey Pine Forest, Surveys, Avoidance, or Restoration ▪ Preparation of a Forest Management Plan 	<ul style="list-style-type: none"> ▪ Initial Study/ Mitigated Negative Declaration 	<ul style="list-style-type: none"> ▪ Coastal Development Permit
B	<ul style="list-style-type: none"> ▪ Coastal Wetlands (Less-than-significant) ▪ Nesting Raptors and other Protected Avian Species (Avoidance via Timing Construction to occur Outside of Breeding Season or Surveys) 	<ul style="list-style-type: none"> ▪ None 	<ul style="list-style-type: none"> ▪ Exempt 	<ul style="list-style-type: none"> ▪ Exempt

Based on the information above, Alternative B would be the biological preferred alignment, as no ground disturbance outside of developed areas or impacts to Monterey pine forest would occur.

Cost and Schedule Estimates

Alternative	Environmental Documentation/Permit	Cost Estimate	Schedule Estimate
A	Initial Study/ Mitigated Negative Declaration	\$19,500	90 to 120 days from receiving 60% plans and a complete project description
A	Coastal Development Permit	\$6,500	30 to 60 days from project approval
B	Notice of Exemption	\$564	File with County clerk within 5 days of project approval – 35 day posting period
B	Coastal Exemption	\$1,128	Submit materials to the County upon project approval- Schedule is dependent on the County's response

If you have any questions or comments regarding this memorandum, please feel free to contact Josh Harwayne or Shaelyn Hession at (831) 373-4341.

ATTACHMENT A – SPECIAL-STATUS SPECIES TABLE

Special Status Species Table

Species	Status (Service/ Department/CNPS)	General Habitat	Potential Occurrence within Project Vicinity
MAMMALS			
<i>Corynorhinus townsendii</i> Townsend's big-eared bat	-- / CSC / --	Found primarily in rural settings from inland deserts to coastal redwoods, oak woodland of the inner Coast Ranges and Sierra foothills, and low to mid-elevation mixed coniferous-deciduous forests. Typically roost during the day in limestone caves, lava tubes, and mines, but can roost in buildings that offer suitable conditions. Night roosts are in more open settings and include bridges, rock crevices, and trees.	Low Nearest CNDDDB occurrence is a historic occurrence from 1947 and is approximately 5 miles from the project study area.
<i>Lasiurus cinereus</i> Hoary bat	-- / CNDDDB / --	Prefers open habitats or habitat mosaics with access to trees for cover and open areas or edge for feeding. Generally roost in dense foliage of trees; does not use buildings for roosting. Winters in California and Mexico and often migrates towards summer quarters in the north and east during the spring. Young are born and reared in summer grounds, which is unlikely to occur in California.	Low Nearest CNDDDB occurrence is a historic occurrence from 1907 and is approximately 1.5 miles from the project study area
<i>Neotoma macrotis luciana</i> Monterey dusky-footed woodrat	-- / CSC / --	Forest and oak woodland habitats of moderate canopy with moderate to dense understory. Also occurs in chaparral habitats.	Moderate Habitat is present within the project study site. No CNDDDB occurrences identified in the quads searched; however this species are known to occur throughout the region
<i>Reithrodontomys megalotis distichlis</i> Salinas harvest mouse	-- / CNDDDB / --	Known only to occur from the Monterey Bay region. Occurs in fresh and brackish water wetlands and probably in the adjacent uplands around the mouth of the Salinas River.	Low Nearest CNDDDB occurrence is a historic occurrence from 1936 and is approximately 5 miles from the project study area.
<i>Taxidea taxus</i> American badger	-- / CSC / --	Dry, open grasslands, fields, pastures savannas, and mountain meadows near timberline are preferred. The principal requirements seem to be sufficient food, friable soils, and relatively open, uncultivated grounds.	Unlikely No habitat is present within the project study area.

Species	Status (Service/ Department/CNPS)	General Habitat	Potential Occurrence within Project Vicinity
BIRDS			
<i>Agelaius tricolor</i> Tricolored blackbird (nesting colony)	-- / CSC / --	Nest in colonies in dense riparian vegetation, along rivers, lagoons, lakes, and ponds. Forages over grassland or aquatic habitats.	Unlikely No nesting habitat is present within the project study area
<i>Athene cunicularia</i> Burrowing owl (burrow sites & some wintering sites)	-- / CSC / --	Year round resident of open, dry grassland and desert habitats, and in grass, forb and open shrub stages of pinyon-juniper and ponderosa pine habitats. Frequent open grasslands and shrublands with perches and burrows. Use rodent burrows (often California ground squirrel) for roosting and nesting cover. Pipes, culverts, and nest boxes may be substituted for burrows in areas where burrows are not available.	Unlikely No habitat is present within the project study area.
<i>Buteo regalis</i> Ferruginous hawk (wintering)	-- / WL / --	An uncommon winter resident and migrant at lower elevations and open grasslands in the Modoc Plateau, Central Valley, and Coast Ranges and a fairly common winter resident of grassland and agricultural areas in southwestern California. Frequent open grasslands, sagebrush flats, desert scrub, low foothills surrounding valleys, and fringes of pinyon-juniper habitats. Does not breed in California.	Unlikely No habitat is present within the project study area
<i>Charadrius alexandrinus nivosus</i> Western snowy plover (nesting)	FT / CSC / --	Sandy beaches on marine and estuarine shores, also salt pond levees and the shores of large alkali lakes. Requires sandy, gravelly or friable soil substrate for nesting.	Unlikely No nesting habitat is present within the project study area.
<i>Cypseloides niger</i> Black swift (nesting)	-- / CSC / --	Regularly nests in moist crevice or cave on sea cliffs above the surf, or on cliffs behind, or adjacent to, waterfalls in deep canyons. Forages widely over many habitats.	Unlikely No nesting habitat is present within the project study area.
<i>Eremophila alpestris actia</i> California horned lark	-- / CNDDDB / --	Variety of open habitats, usually where large trees and/or shrubs are absent. Found from grasslands along the coast to deserts at sea-level and alpine dwarf-shrub habitats are higher elevations. Builds open cup-like nests on the ground.	Unlikely No habitat is present within the project study area.

Species	Status (Service/ Department/CNPS)	General Habitat	Potential Occurrence within Project Vicinity
<i>Oceanodroma homochroa</i> Ashy storm-petrel (nesting colony)	-- / CSC / --	Tied to land only to nest, otherwise remains over open sea. Nests in natural cavities, sea caves, or rock crevices on offshore islands and prominent peninsulas of the mainland.	Unlikely No nesting habitat is present within the project study area.
<i>Pelecanus occidentalis californicus</i> California brown pelican (nesting colony & communal roosts)	-- / CFP / --	Found in estuarine, marine subtidal, and marine pelagic waters along the California coast. Usually rests on water or inaccessible rocks, but also uses mudflats, sandy beaches, wharfs, and jetties.	Unlikely No habitat is present within the project study area.
<i>Riparia riparia</i> Bank swallow (nesting)	-- / ST / --	Nest colonially in sand banks. Found near water; fields, marshes, streams, and lakes.	Unlikely No nesting habitat is present within the project study area.
REPTILES AND AMPHIBIANS			
<i>Ambystoma californiense</i> California tiger salamander	FT / ST / --	Annual grassland and grassy understory of valley-foothill hardwood habitats in central and northern California. Need underground refuges and vernal pools or other seasonal water sources.	Unlikely No habitat is present within the project study area.
<i>Anniella pulchra</i> California legless lizard (includes <i>A. p. nigra</i> and <i>A. p. pulchra</i> as recognized by the Department)	-- / CSC / --	Requires moist, warm habitats with loose soil for burrowing and prostrate plant cover, often forages in leaf litter at plant bases; may be found on beaches, sandy washes, and in woodland, chaparral, and riparian areas.	Low Poor quality habitat is present within the project study area. There are a number of general occurrences associated with the quad where the project study site is located.
<i>Emys marmorata</i> Western pond turtle (includes <i>E. m. pallida</i> and <i>E. m. marmorata</i> as recognized by the Department)	-- / CSC / --	Associated with permanent or nearly permanent water in a wide variety of habitats including streams, lakes, ponds, irrigation ditches, etc. Require basking sites such as partially submerged logs, rocks, mats of vegetation, or open banks.	Unlikely No habitat is present within the project study area.
<i>Phrynosoma blainvillii</i> Coast horned lizard	-- / CSC / --	Associated with open patches of sandy soils in washes, chaparral, scrub, and grasslands.	Unlikely No habitat is present within the project study area.

Species	Status (Service/ Department/CNPS)	General Habitat	Potential Occurrence within Project Vicinity
<i>Rana draytonii</i> California red-legged frog	FT / CSC / --	Lowlands and foothills in or near permanent or late-season sources of deep water with dense, shrubby, or emergent riparian vegetation. During late summer or fall adults are known to utilize a variety of upland habitats with leaf litter or mammal burrows.	Low No CNDDDB records associated with Pescadero Canyon. The nearest CNDDDB occurrence is approximately 1.5 miles away in the Lower Carmel Watershed. No riparian habitat is present within the project study area.
FISH			
<i>Eucyclogobius newberryi</i> Tidewater goby	FE / CSC / --	Brackish water habitats, found in shallow lagoons and lower stream reaches. Tidewater gobies appear to be naturally absent (now and historically) from three large stretches of coastline where lagoons or estuaries are absent and steep topography or swift currents may prevent tidewater gobies from dispersing between adjacent localities. The southernmost large, natural gap occurs between the Salinas River in Monterey County and Arroyo del Oso in San Luis Obispo County.	Unlikely No habitat is present within the project study area.
<i>Oncorhynchus mykiss irideus</i> Steelhead (south/central California coast DPS)	FT / -- / --	Cold headwaters, creeks, and small to large rivers and lakes; anadromous in coastal streams.	Unlikely No habitat is present within the project study area.
INVERTEBRATES			
<i>Bombus caliginosus</i> Obscure bumble bee	-- / CNDDDB / --	Native to the West Coast of the United States. Occurs primarily along the coast in grassy prairies and meadows within the Coast Range. This species can nest both under and above ground. When nesting above ground the species may utilize abandoned bird nests. Found in areas that are relatively humid including areas that are frequently foggy.	Low Poor quality habitat present within the project study site. The project study area is included in a historic CNDDDB occurrence from 1925. Two additional historic occurrences from 1945 and 1955 are approximately 3 miles and 2.2 miles, respectively, from the project study area.

Species	Status (Service/ Department/CNPS)	General Habitat	Potential Occurrence within Project Vicinity
<i>Bombus occidentalis</i> Western bumble bee	-- / CNDDDB / --	Occurs in open grassy areas, urban parks, urban gardens, chaparral, and meadows. This species generally nest underground.	Low Poor quality habitat present within the project study site. The project study area is included in a historic CNDDDB occurrence from 1972. Two additional historic occurrences from 1938 and 1935 are approximately 1.5 miles and 4.4 miles, respectively, from the project study area.
<i>Coelus globosus</i> Globose dune beetle	-- / CNDDDB / --	Coastal dunes. These beetles are primarily subterranean, tunneling through sand underneath dune vegetation.	Unlikely No habitat is present within the project study area.
<i>Danaus plexippus</i> Monarch butterfly	-- / CNDDDB / --	Overwinters in coastal California using colonial roosts generally found in Eucalyptus, pine and acacia trees. Overwintering habitat for this species within the Coastal Zone represents ESHA. Local ordinances often protect this species as well.	Moderate Suitable habitat is present within the project study area. The nearest CNDDDB occurrence is approximately 0.8 miles from the project study area.
<i>Euphilotes enoptes smithi</i> Smith's blue butterfly	FE / -- / --	Most commonly associated with coastal dunes and coastal sage scrub plant communities in Monterey and Santa Cruz Counties. Plant hosts are <i>Eriogonum latifolium</i> and <i>E. parvifolium</i> .	Unlikely No habitat is present within the project study area.
<i>Lindieriella occidentalis</i> California lindieriella (fairy shrimp)	-- / CNDDDB / --	Ephemeral ponds with no flow. Generally associated with hardpans.	Unlikely No habitat is present within the project study area.
PLANTS			
<i>Allium hickmanii</i> Hickman's onion	-- / -- / 1B	Closed-cone coniferous forests, maritime chaparral, coastal prairie, coastal scrub, and valley and foothill grasslands at elevations of 5-200 meters. Bulbiferous perennial herb in the Alliaceae family; blooms March-May.	Moderate Marginal habitat is present within the project site. The nearest CNDDDB occurrence is approximately 0.2 miles from the project study area.
<i>Arctostaphylos edmundsii</i> Little Sur manzanita	-- / -- / 1B	Coastal bluff scrub and chaparral on sandy soils at elevations of 30-105 meters. Evergreen shrub in the Ericaceae family; blooms November-April.	Unlikely No habitat is present within the project study area.

Species	Status (Service/ Department/CNPS)	General Habitat	Potential Occurrence within Project Vicinity
<i>Arctostaphylos hookeri</i> ssp. <i>hookeri</i> Hooker's manzanita	-- / -- / 1B	Closed-cone coniferous forest, chaparral, cismontane woodland, and coastal scrub on sandy soils at elevations of 85-536 meters. Evergreen shrub in the Ericaceae family; blooms January-June.	Moderate The project study area is included in a historic CNDDDB occurrence from 1956. Additional occurrences, most historic, exist in the vicinity of the project area. The most modern occurrence in the vicinity of the project area is from 2005 and is approximately 2.7 miles away.
<i>Arctostaphylos montereyensis</i> Toro manzanita	-- / -- / 1B	Maritime chaparral, cismontane woodland, and coastal scrub on sandy soils at elevations of 30-730 meters. Evergreen shrub in the Ericaceae family; blooms February-March.	Unlikely No habitat is present within the project study area.
<i>Arctostaphylos pajaroensis</i> Pajaro manzanita	-- / -- / 1B	Chaparral on sandy soils at elevations of 30-760 meters. Evergreen shrub in the Ericaceae family; blooms December-March.	Unlikely No habitat is present within the project study area.
<i>Arctostaphylos pumila</i> Sandmat manzanita	-- / -- / 1B	Openings of closed-cone coniferous forests, maritime chaparral, cismontane woodland, coastal dunes, and coastal scrub on sandy soils at elevations of 3-205 meters. Evergreen shrub in the Ericaceae family; blooms February-May.	Low Marginal habitat is present within the project study area. The nearest CNDDDB occurrence is a historic occurrence from 1952, and is located adjacent to the project study area.
<i>Astragalus tener</i> var. <i>titi</i> Coastal dunes milk-vetch	FE / SE / 1B	Sandy soils in coastal bluff scrub, coastal dunes, coastal prairie (mesic); elevation 3-164 feet. Annual herb in the Fabaceae family; blooms March-May.	Unlikely No habitat is present within the project study area.
<i>Bryoria spiralifera</i> Twisted horsehair lichen	-- / -- / 1B.1	California North Coast coniferous forest at elevations of 0-30 meters. Often found on conifers, including <i>Picea sitchensis</i> , <i>Pinus contorta</i> var. <i>contorta</i> , <i>Pseudotsuga menziesii</i> , <i>Abies grandis</i> , and <i>Tsuga heterophylla</i> . Fruticose lichen in the Parmeliaceae family.	Low Suitable habitat is present in the project study area; however, the project study area is just outside of the elevation range of this species. The nearest CNDDDB occurrence is approximately 2.3 miles away.
<i>Castilleja ambigua</i> var. <i>insalutata</i> Pink johnny-nip	-- / -- / 1B	Coastal prairie and coastal scrub at elevations of 0-100 meters. Annual herb in the Orobanchaceae family; blooms May-August.	Unlikely No habitat is present within the project study area.
<i>Centromadia parryi</i> ssp. <i>congdonii</i> Congdon's tarplant	-- / -- / 1B	Valley and foothill grassland on alkaline soils at elevations of 0-230 meters. Annual herb in the Asteraceae family; blooms May-November.	Unlikely No habitat is present within the project study area.

Species	Status (Service/ Department/CNPS)	General Habitat	Potential Occurrence within Project Vicinity
<i>Chorizanthe pungens</i> var. <i>pungens</i> Monterey spineflower	FT / -- / 1B	Maritime chaparral, cismontane woodland, coastal dunes, coastal scrub, and valley and foothill grassland on sandy soils at elevations of 3-450 meters. Annual herb in the Polygonaceae family; blooms April-July.	Unlikely No habitat is present within the project study area.
<i>Clarkia jolonensis</i> Jolon clarkia	-- / -- / 1B	Cismontane woodland, chaparral, riparian woodland, and coastal scrub at elevations of 20-660 meters. Annual herb in the Onagraceae family; blooms April-June.	Low A historic CNDDDB occurrence from 1903 is located adjacent to the project study area. Additional occurrences, most historic, exist in the vicinity of the project area. The most modern occurrence in the vicinity of the project area is from 1963 and is approximately 3.3 miles away.
<i>Collinsia multicolor</i> San Francisco collinsia	-- / -- / 1B	Closed-cone coniferous forest and coastal scrub, sometimes on serpentinite soils, at elevations of 30-250 meters. Annual herb in the Plantaginaceae family; blooms March-May.	Low Habitat is present within the project study area. The nearest CNDDDB occurrence is a historic occurrence from 1903 and is located approximately 3 miles from the project study site.
<i>Cordylanthus rigidus</i> ssp. <i>littoralis</i> Seaside bird's-beak	-- / SE / 1B	Closed-cone coniferous forests, maritime chaparral, cismontane woodlands, coastal dunes, and coastal scrub on sandy soils, often on disturbed sites, at elevations of 0-425 meters. Annual hemiparasitic herb in the Orobanchaceae family; blooms April-October.	Low Habitat is present within the project study area. The nearest CNDDDB occurrence is a historic occurrence from 1940 and is approximately 3.2 miles from the project study site.
<i>Delphinium californicum</i> ssp. <i>interius</i> Hospital Canyon California larkspur	-- / -- / 1B	Openings in chaparral, coastal scrub, and mesic areas of cismontane woodland at elevations of 230-1095 meters. Perennial herb in the Ranunculaceae family; blooms April-June.	Unlikely No habitat is present within the project study area.

Species	Status (Service/ Department/CNPS)	General Habitat	Potential Occurrence within Project Vicinity
<i>Delphinium hutchinsoniae</i> Hutchinson's larkspur	-- / -- / 1B	Broadleaved upland forest, chaparral, coastal scrub, and coastal prairie at elevations of 0-427 meters. Perennial herb in the Ranunculaceae family; blooms March-June.	Unlikely No habitat is present within the project study area.
<i>Ericameria fasciculata</i> Eastwood's goldenbush	-- / -- / 1B	Openings in closed-cone coniferous forest, maritime chaparral, coastal dunes, and coastal scrub on sandy soils at elevations of 30-275 meters. Evergreen shrub in the Asteraceae family; blooms July-October.	Low Marginal habitat is present within the project study area. The nearest CNDDDB occurrence is a historic occurrence from 1913, and is located adjacent to the project study area
<i>Eriogonum nortonii</i> Pinnacles buckwheat	-- / -- / 1B	Chaparral and valley and foothill grassland on sandy soils, often on recent burns, at elevations of 300-975 meters. Annual herb in the Polygonaceae family; blooms May-September.	Unlikely No habitat is present within the project study area.
<i>Erysimum ammophilum</i> Sand-loving wallflower	-- / -- / 1B	Openings in maritime chaparral, coastal dunes, and coastal scrub on sandy soils at elevations of 0-60 meters. Perennial herb in the Brassicaceae family; blooms February-June.	Unlikely No habitat is present within the project study area.
<i>Erysimum menziesii</i> Menzies' wallflower	FE / SE / 1B	Coastal dunes at elevations of 0-35 meters. Perennial herb in the Brassicaceae family; blooms March-September.	Unlikely No habitat is present within the project study area.
<i>Fritillaria liliacea</i> Fragrant fritillary	-- / -- / 1B	Cismontane woodland, coastal prairie, coastal scrub, and valley and foothill grassland, often serpentinite, at elevations of 3-410 meters. Bulbiferous perennial herb in the Liliaceae family; blooms February-April.	Low Poor quality habitat is present within the project study area. A portion of the project study area is included in a historic CNDDDB occurrence from 1940. This is the only CNDDDB occurrence for the quads included in the search.
<i>Gilia tenuiflora</i> ssp. <i>arenaria</i> Monterey gilia	FE / ST / 1B	Openings in maritime chaparral, cismontane woodland, coastal dunes, and coastal scrub on sandy soils at elevations of 0-45 meters. Annual herb in the Polemoniaceae family; blooms April-June.	Unlikely No habitat is present within the project study area.

Species	Status (Service/ Department/CNPS)	General Habitat	Potential Occurrence within Project Vicinity
<i>Hesperocyparis goveniana</i> Gowen cypress	FT / -- / 1B	Closed-cone coniferous forest and maritime chaparral at elevations of 30-300 meters. Evergreen tree in the Cupressaceae family. Natively occurring only at Point Lobos near Gibson Creek and the Huckleberry Hill Nature Preserve near Highway 68.	Low The project study site is not located in the two known native stands.
<i>Hesperocyparis macrocarpa</i> Monterey cypress	-- / -- / 1B	Closed-cone coniferous forest at elevations of 10-30 meters. Evergreen tree in the Cupressaceae family. Natively occurring only at Cypress Point in Pebble Beach and Point Lobos State Park; widely planted and naturalized elsewhere.	Low The project study site is not located in the known native stands. The nearest CNDDDB occurrence is approximately 1.5 miles away from the project study area.
<i>Horkelia cuneata</i> var. <i>sericea</i> Kellogg's horkelia	-- / -- / 1B.1	Openings of closed-cone coniferous forests, maritime chaparral, coastal dunes, and coastal scrub on sandy or gravelly soils at elevations of 10-200 meters. Perennial herb in the Rosaceae family; blooms April-September.	Low Marginal habitat is present within the project study area. The nearest CNDDDB occurrence is a historic occurrence from 1896, and is located adjacent to the project study area
<i>Horkelia marinensis</i> <i>Point Reyes horkelia</i>	-- / -- / 1B	Coastal dunes, coastal prairie, and coastal scrub on sandy soils at elevations of 5-350 meters. Perennial herb in the Rosaceae family; blooms May-September.	Unlikely No habitat is present within the project study area.
<i>Lasthenia conjugens</i> Contra Costa goldfields	FE / -- / 1B	Mesic areas of valley and foothill grassland, alkaline playas, cismontane woodland, and vernal pools at elevations of 0-470 meters. Annual herb in the Asteraceae family; blooms March-June.	Unlikely No habitat is present within the project study area.
<i>Layia carnosa</i> Beach layia	FE / SE / 1B	Coastal dunes and coastal scrub on sandy soils at elevations of 0-60 meters. Annual herb in the Asteraceae family; blooms March-July.	Unlikely No habitat is present within the project study area.
<i>Lupinus tidestromii</i> Tidestrom's lupine	FE / SE / 1B	Coastal dunes at elevations of 0-100 meters. Perennial rhizomatous herb in the Fabaceae family; blooms April-June.	Unlikely No habitat is present within the project study area.
<i>Malacothamnus palmeri</i> var. <i>involutus</i> Carmel Valley bush-mallow	-- / -- / 1B	Chaparral, cismontane woodland, and coastal scrub at elevations of 30-1100 meters. Perennial deciduous shrub in the Malvaceae family; blooms May-October.	Low Poor quality habitat present within the project study area.
<i>Malacothamnus palmeri</i> var. <i>palmeri</i> Santa Lucia bush-mallow	-- / -- / 1B	Chaparral on rocky soils at elevations of 60-360 meters. Perennial deciduous shrub in the Malvaceae family; blooms May-July.	Unlikely No habitat is present within the project study area.

Species	Status (Service/ Department/CNPS)	General Habitat	Potential Occurrence within Project Vicinity
<i>Malacothrix saxatilis</i> var. <i>arachnoidea</i> Carmel Valley malacothrix	-- / -- / 1B	Chaparral and coastal scrub on rocky soils at elevations of 25-1036 meters. Perennial rhizomatous herb in the Asteraceae family; blooms June-December.	Unlikely No habitat is present within the project study area.
<i>Microseris paludosa</i> Marsh microseris	-- / -- / 1B	Closed-cone coniferous forest, cismontane woodland, coastal scrub, and valley and foothill grassland at elevations of 5-300 meters. Perennial herb in the Asteraceae family; blooms April-July.	Low Marginal habitat is present within the project study site. Two historic CNDDDB occurrences, one from 1901 and the other from 1970, are located within 0.8 miles of the project study area. The most modern occurrence within the immediate vicinity of the project area is from 2001 and is located approximately 2.9 miles from the project study area.
<i>Monardella sinuata</i> ssp. <i>nigrescens</i> Northern curly-leaved monardella	-- / -- / 1B	Chaparral, coastal dunes, coastal scrub, and lower montane coniferous forest (ponderosa pine sandhills) on sandy soils at elevations of 0-300 meters. Annual herb in the Lamiaceae family; blooms April-September.	Unlikely No habitat is present within the project study area.
<i>Monolopia gracilens</i> Woodland woollythreads	-- / -- / 1B	Openings of broadleaved upland forest, chaparral, cismontane woodland, North Coast coniferous forest, and valley and foothill grassland on serpentinite soils at elevations of 100-1200 meters. Annual herb in the Asteraceae family; blooms February-July.	Unlikely No habitat is present within the project study area.
<i>Pinus radiata</i> Monterey pine	-- / -- / 1B	Closed-cone coniferous forest and cismontane woodland at elevations of 25-185 meters. Evergreen tree in the Pinaceae family. Only three native stands in CA at Ano Nuevo, Cambria, and the Monterey Peninsula; introduced in many areas.	Present The project study area is located within one of the native stands.
<i>Piperia yadonii</i> Yadon's rein orchid	FE / -- / 1B	Sandy soils in coastal bluff scrub, closed-cone coniferous forest, and maritime chaparral at elevations of 10-510 meters. Annual herb in the Orchidaceae family; blooms February-August.	Moderate Habitat is present within the project study area but is degraded. The nearest CNDDDB occurrence is approximately 0.2 miles from the project study area.

Species	Status (Service/ Department/CNPS)	General Habitat	Potential Occurrence within Project Vicinity
<i>Plagiobothrys uncinatus</i> Hooked popcorn-flower	-- / -- / 1B	Chaparral, cismontane woodlands, and valley and foothill grasslands on sandy soils at elevations of 300-760 meters. Annual herb in the Boraginaceae family; blooms April-May.	Unlikely The project study site is outside of the elevation range of this species.
<i>Potentilla hickmanii</i> Hickman's cinquefoil	FE / SE / 1B	Coastal bluff scrub, closed-cone coniferous forests, vernal mesic meadows and seeps, and freshwater marshes and swamps at elevations of 10-149 meters. Perennial herb in the Rosaceae family; blooms April-August.	Low Poor quality habitat located in the project study area. The nearest CNDDDB occurrence is a historic occurrence from 1900, located approximately 1.6 miles from the project study site. The nearest modern occurrence is from 2005 and is approximately 2.4 miles away from the project study area.
<i>Ramalina thrausta</i> Angel's hair lichen	-- / -- / 2B.1	North coast coniferous forest on dead twigs and other lichens. Epiphytic fructose lichen in the Ramalinaceae family. In northern CA it is usually found on dead twigs, and has been found on <i>Alnus rubra</i> , <i>Calocedrus decurrens</i> , <i>Pseudotsuga menziesii</i> , <i>Quercus garryana</i> , and <i>Rubus spectabilis</i> . In Sonoma County it grows on and among dangling mats of <i>R. menziesii</i> and <i>Usnea</i> spp.	Low The nearest CNDDDB occurrence is approximately 1.4 miles from the project study area and is the only known occurrence of this species in the quads included in the CNDDDB search.
<i>Rosa pinetorum</i> Pine rose	-- / -- / 1B	Closed-cone coniferous forest at elevations of 2-300 meters. Perennial shrub in the Rosaceae family; blooms May-July. Possible hybrid of <i>R. spithamea</i> , <i>R. gymnocarpa</i> , or others; further study needed.	Moderate Habitat is present within the project study area but is degraded. The nearest CNDDDB occurrence is approximately 1.2 miles from the project study site.
<i>Sidalcea malachroides</i> Maple-leaved checkerbloom	-- / -- / List 4	Broadleaved upland forest, coastal prairie, coastal scrub, North Coast coniferous forest, and riparian woodlands, often in disturbed areas, at elevations of 2-730 meters. Perennial herb in the Malvaceae family; blooms March-August.	Low Suitable habitat is present within the project study area. The nearest CNDDDB occurrence is a historic occurrence from 1881, located approximately 3 miles from the project study site.

Species	Status (Service/ Department/CNPS)	General Habitat	Potential Occurrence within Project Vicinity
<i>Stebbinsoseris decipiens</i> Santa Cruz microseris	-- / -- / 1B	Broadleaved upland forest, closed-cone coniferous forest, chaparral, coastal prairie, coastal scrub, and openings in valley and foothill grassland, sometimes on serpentinite, at elevations of 10-500 meters. Annual herb in the Asteraceae family; blooms April-May.	Low The nearest CNDDDB occurrence is approximately 5.2 miles from the project study site.
<i>Tortula californica</i> California screw moss	-- / -- / 1B	Valley and foothill grassland and chenopod scrub on sandy soils at elevations of 10-1460 meters. Moss in the Pottiaceae family.	Unlikely No habitat is present within the project study area.
<i>Trifolium buckwestiorum</i> Santa Cruz clover	-- / -- / 1B	Gravelly margins of broadleaved upland forest, cismontane woodland, and coastal prairie at elevations of 105-610 meters. Annual herb in the Fabaceae family; blooms April-October.	Unlikely No habitat is present within the project study area.
<i>Trifolium hydrophilum</i> Saline clover	-- / -- / 1B	Marshes and swamps, mesic and alkaline valley and foothill grassland, and vernal pools at elevations of 0-300 meters. Annual herb in the Fabaceae family; blooms April-June.	Unlikely No habitat is present within the project study area.
<i>Trifolium polyodon</i> Pacific Grove clover	-- / SR / 1B	Mesic areas of closed-cone coniferous forest, coastal prairie, meadows and seeps, and valley and foothill grassland at elevations of 5-120 meters. Annual herb in the Fabaceae family; blooms April-July.	Low Poor quality habitat is present within the project study area. The nearest CNDDDB occurrence is approximately 1.7 miles from the project study area.
<i>Trifolium trichocalyx</i> Monterey clover	FE / SE / 1B	Sandy openings and burned areas of closed-cone coniferous forest at elevations of 30-240 meters. Annual herb in the Fabaceae family; blooms April-June.	Low Poor quality habitat is present within the project study area. The nearest CNDDDB occurrence is approximately 1.1 miles from the project study area.

STATUS DEFINITIONS

Federal

- FE = listed as Endangered under the federal Endangered Species Act
FT = listed as Threatened under the federal Endangered Species Act
FC = Candidate for listing under the federal Endangered Species Act
-- = no listing

State

SE = listed as Endangered under the California Endangered Species Act

ST = listed as Threatened under the California Endangered Species Act

SR = listed as Rare under the California Endangered Species Act

SC = Candidate for listing under the California Endangered Species Act

CSC = California Department of Fish and Wildlife Species of Concern

CFP = California Fully Protected Animal

CNBBD = This designation is being assigned to animal species with no other status designation defined in this table. These animal species are included in the Department's CNDDDB "Special Animals" list (2010), which includes all taxa the CNDDDB is interested in tracking, regardless of their legal or protection status. This list is also referred to as the list of "species at risk" or "special-status species." The Department considers the taxa on this list to be those of the greatest conservation need.

-- = no listing

California Native Plant Society

1B = List 1B species; rare, threatened or endangered in California and elsewhere

List 4 = Limited distribution (CNPS Watch List)

-- = no listing

POTENTIAL TO OCCUR

Present = known occurrence of species within the site; presence of suitable habitat conditions; or observed during field surveys

High = known occurrence of species in the vicinity from the CNDDDB or other documentation; presence of suitable habitat conditions

Moderate = known occurrence of species in the vicinity from the CNDDDB or other documentation; presence of marginal habitat conditions within the site

Low = species known to occur in the vicinity from the CNDDDB or other documentation; lack of suitable habitat or poor quality

Unlikely = species not known to occur in the vicinity from the CNDDDB or other documentation, no suitable habitat is present within the site

Not Present = species was not observed during surveys

September 12, 2022

Dear Members of the Board of the Carmel Area Waste Water District,

We the undersigned ask that the board in its review of the repair and replacement of the Pescadero sewer line, pursue Plan A and stop all consideration of Plan B. We believe that plan B is potentially more environmentally destructive than Plan A, with additional costs and fire dangers grossly underestimated. We include further details 1-13 below.


Sincerely,

Name

Address

Signature/Date

- 1) The report was written in 2015-2016 and thus costing figures are completely out of date. An estimate of \$100,000-\$200,000 per home installation for plan B might be more accurate. Plan A is a more fiscally sound solution.
- 2) This is a very large pump and system that requires heavy machinery to lift and to install. Highly sloped land and difficult to access areas make option B very damaging environmentally, very costly, and expensive to maintain. The environmental damage could be equal or worse with plan B compared to plan A. Note the size of the system and installation equipment and holes required.



**DH071
Station**

70 Gal Capacity, 700 GPD

1 E/One Extreme Series Grinder
Pump, 1 hp, SPD

Most popular E/One station for
single-family homes

0:00 / 0:59

DH071 Grinder Pump Station from E/One: Overview



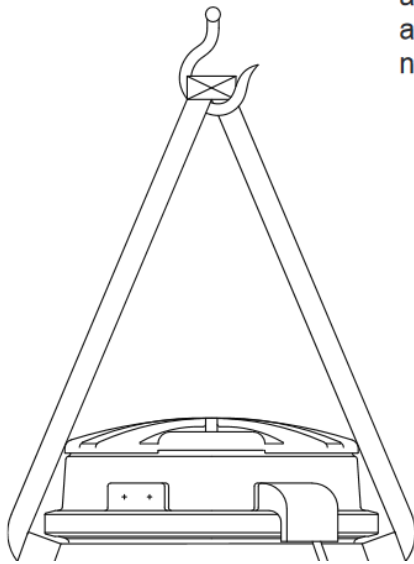
H071 Grinder Pump Station from E/One: Overview



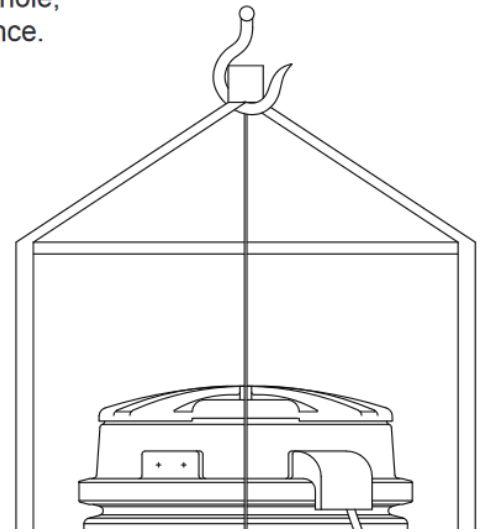
Lifting Instructions

FAILURE TO FOLLOW THESE INSTRUCTIONS COMPLETELY WILL VOID THE WARRANTY.

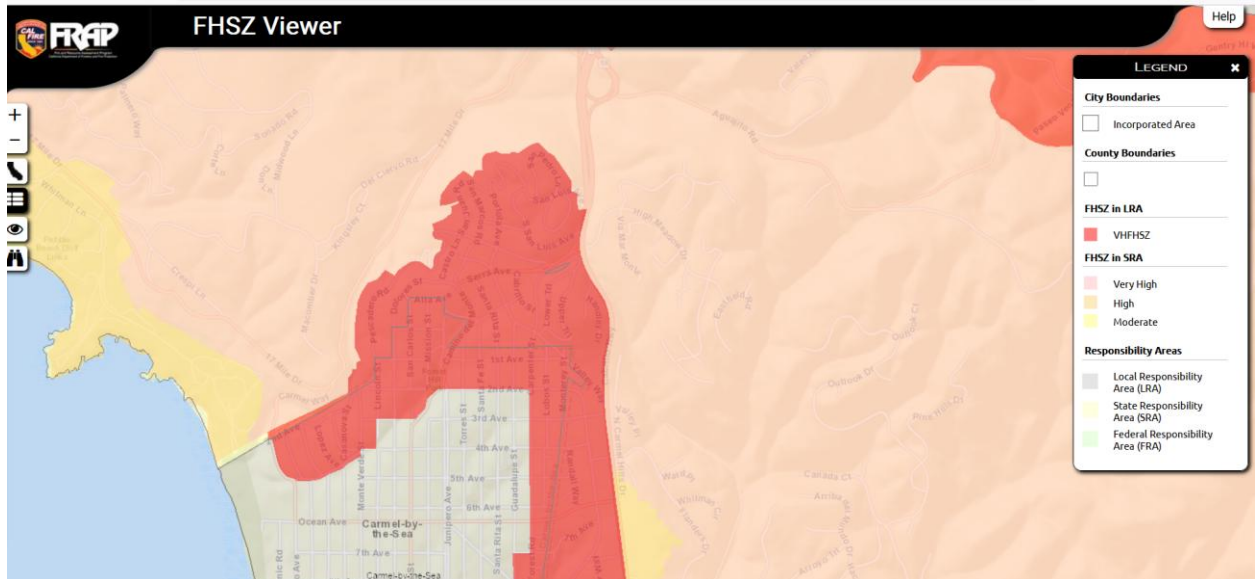
1. Transporting unit to installation site: Always lift a unit from the bottom for the purpose of transportation. **The station should be received attached to a pallet for this purpose. Never roll a station or move it on its side.**



2. No Ballast (to be poured in place): If the concrete anchor is to be poured while the station is in place, lift the unit using 2 nylon straps wrapped around the accessway making a sling, as shown below. Keep station oriented vertically to avoid any damage. Only lift from the accessway to put unit in hole, not for moving any distance.



- 3) Based on plan B, the 18 homes where the pumps are to be installed lie within a “VERY HIGH FIRE HAZARD ZONE”. Installation of these pumps, creates 18 additional sources of combustible gas or potential electrical sparking within a forest area and is extremely dangerous.



- 4) Venting of gases from the pumps at 18 locations along the canyon is dangerous to potential explosion of fumes and degrades the natural elements of the canyon with noxious fumes. Venting of the pumps would, per the engineering specifications, be placed almost directly in the forest area close to animals, flora, and gardens.

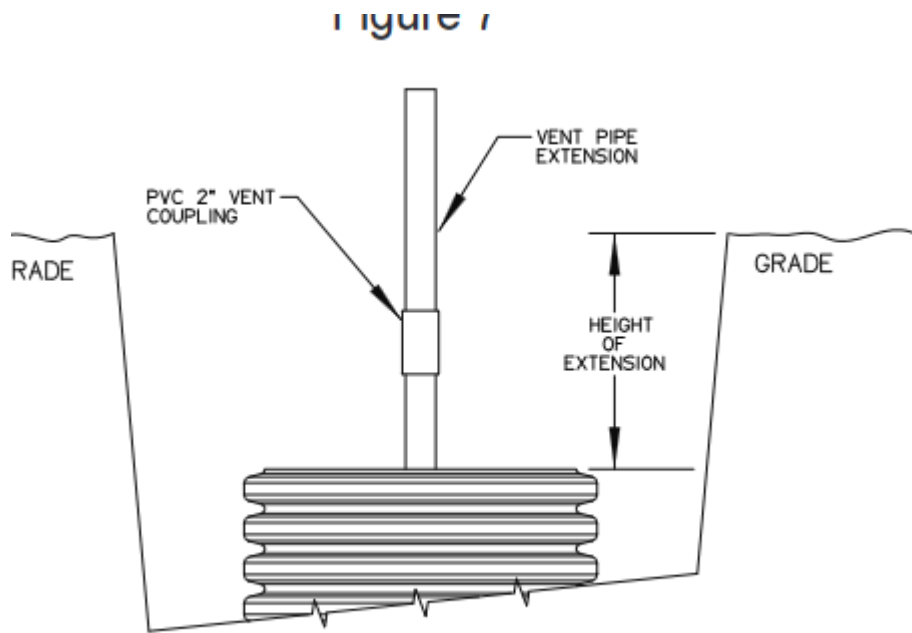


Figure 8

results with different native soil conditions.

The recommended method of backfilling is to surround the unit to grade using Class I or Class II backfill material as defined in ASTM 2321. Class 1A and Class 1B are recommended where frost heave is a concern; Class 1B is a better choice when the native soil is sand or if a high, fluctuating water table is expected. Class I, angular crushed stone, offers an added benefit in that it needs minimal compaction. Class II, naturally rounded stone, may require more compactive effort, or tamping, to achieve the proper density.

If the native soil condition consists of clean, compactible soil with less than 12% fines, free of ice, rocks, roots, and organic material, it may be an acceptable backfill. Such soil must be compacted in lifts not to exceed one foot to reach a final Proctor Density

feet between the discharge nozzle and the bottom of the hole because this can cause separation of the constituent materials.

6. VENTING: The unit must be properly vented to assure correct operation of the pump. If you have an indoor unit, it can be vented through the 2" port supplied at the top of the wetwell or through the incoming sewer line with a 2" pipe (the vent must be within 4 feet of the grinder pump, and before the first change of direction fitting).

Outdoor units are supplied with a vent pipe from the wetwell to the top of the accessway. Failure to properly vent the tank will result in faulty operation and will void the warranty.

7. ELECTRICAL CONNECTION: (Supply panel to E/One Alarm Panel) Before proceeding, verify that the service voltage is the same as

name plate. An alarm device is to be installed in a conspicuous location where it can be readily seen by the homeowner. An alarm device is required on every installation. There shall be no exceptions.

Wiring of supply panel and alarm panel shall be per Figures 2a and 2b, alarm panel wiring diagrams and local codes. A dedicated 30 amp breaker is required before all simplex alarm panels.

8. ELECTRICAL CONNECTION: (Pump to Panel) (Fig. 4) The grinder pump station is provided with a cable for connection between the station and the alarm panel (supply cable). The supply cable is shipped inside the station with a small portion fed through the cable connector mounted on the wall of the fiberglass shroud. The supply cable, a six conductor tray cable, meets NEC requirements for direct

That offensive smell arising from a sewer is more than just nasty; it can also be explosive. That is what one man discovered when he tossed a lit cigarette down an open sewer hole. As this [sewer gas smell explosion video](#) demonstrates, that simple act triggered a bomb-like explosion. The main culprit is the methane gas that occurs when waste decomposes.

You do not need an open flame to trigger such an explosion. A [homeowner in Minnesota](#) suffered serious burns after simply flipping on a light switch. The spark was enough to trigger an explosion and resultant fire that destroyed the home. The culprit was sewer gas from an uncapped line that had built up in the unoccupied home.

A [sewer trap](#) from which the water has evaporated could create a similar situation. That is why it is important to add water to drains during dry weather, before and after extended absences, or if they are not used regularly. If the sewer gas smell goes away once all of the traps are full of water, the problem was probably caused by dried out traps. If not, it is time to [call on the experts](#).

Hydrogen sulfide is another explosive component of sewer gas. This extremely toxic gas can also cause [hydrogen sulfide poisoning](#). It gives sewer gas that characteristic 'rotten egg' smell. If your house is producing such an odor, call a [qualified plumber](#) to have the home checked for possible sewer gas leaks.

If you notice an especially strong rotten egg smell, [leave home immediately](#) and contact the fire department. Do not turn lights or appliances on or off, or do anything else that might create a spark or static electricity discharge. This is especially important if your home has been sitting empty for a while. The heavy sewer gasses build up, displacing the oxygen and creating a possibly explosive situation. The warning smell will be strongest in a basement or near the floor at the lowest level.

NEWS

Sewer gas blamed for southern Minnesota house explosion that injured man



By [PIONEER PRESS](#) | news@pioneerpress.com

PUBLISHED: June 10, 2012 at 11:01 p.m. | UPDATED: November 10, 2015 at 9:26 a.m.

FREEBORN, Minn. — Fire officials confirmed Monday that gas from an uncapped sewer line caused the explosion at a house north of Freeborn on Friday that badly burned a man.

Freeborn Fire Chief Steve Siepp and a representative from the state fire marshal's office investigated the explosion on Monday morning.

Siepp said they concluded that sewer gas from an uncapped line had backed into the house, and the gas was ignited when Ralph William Yotter, 75, came into the house and turned on a light switch.

- 5) Due to the high fire hazard in the area, wind and dry flammable forest fibers including those from grasses, dust, dry wood, and dry pine needles, the proposed pump in plan B is not appropriate as further defined in the National Electric Code ANSI/NFPA 70.

the grinder pump station. These instructions cover the installation of units with and without accessways.

This is a sewage handling pump and must be vented in accordance with local plumbing codes. This pump is not to be installed in locations classified as hazardous in accordance with National Electric Code, ANSI / NFPA 70. All piping and electrical systems must be in compliance with applicable local and state codes.

1. REMOVE PACKING

MATERIAL: The User Instructions must be given to the homeowner. Hardware supplied with the unit, if any, will be used at installation.

2. TANK INSTALLATION:

The tank is supplied with a standard grommet for connecting the 4" DWV (4.50" outside dia.) incoming sewer

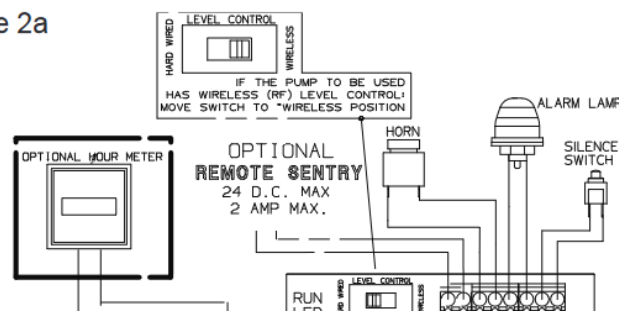
ground water (see Chart 1, page 13 for weight).

• **If the tank is to go in the floor:** A hole of the correct width and depth should be excavated. The tank must be placed on a 6" bed of gravel made up of naturally rounded aggregate, clean and free flowing, with particle size not less than 1/8" or more than 3/4" in diameter. The wetwell should be leveled and filled with water prior to pouring the concrete to prevent the tank from shifting.

• **If the tank has an accessway (Fig. 1a):**


Excavate a hole to a depth so that the removable cover extends above the finished grade line. The grade should slope away from the unit. The diameter of the hole must be large enough to allow for a concrete anchor. Place the unit on a bed of gravel, naturally rounded aggregate, clean and free flowing, with particles not less than 1/8" or more than 3/4" in diameter. The concrete

Figure 2a



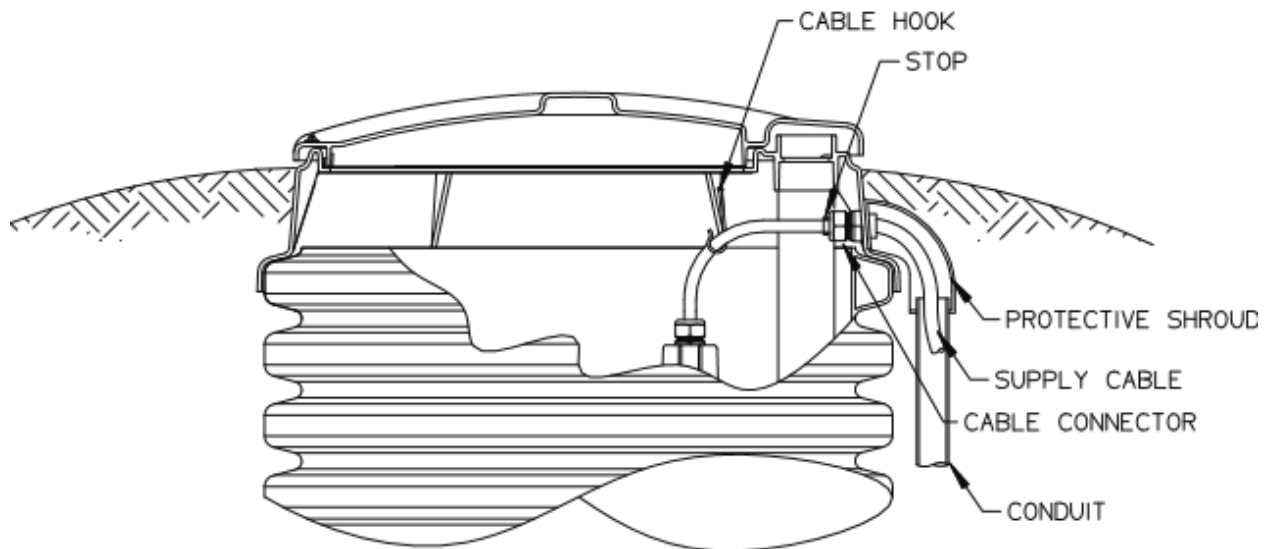
What is the National Electric Code (NEC), or NFPA 70?

NFPA stands for the National Fire Protection Association. The NFPA 70 is the National Electric Code that has been accepted in each of the 50 states as the standard guide for safe electrical work, including design, installation & inspection. According to the [NFPA website](#), "The code is used to protect people and property from electrical hazards". It covers the installation & removal of electrical equipment in all land-based locations & floating buildings. It does not cover electrical installations on ships, railway stock, aircraft or automotive vehicles (other than recreational vehicles). NFPA 70 helps us define potentially dangerous areas by giving them a code, which typically includes a class, a division, and groups of materials that may be used within those parameters. For example, a Class 1, Div 1 area where Group A may be present would be defined as an area where flammable gases or vapors may be present under normal operating conditions. That flammable gas or vapor would include Acetylene, which is covered in Group A.

CLASS 1	Flammable gases or vapors may be present...	Groups
	Div. 1 <ul style="list-style-type: none"> • under normal operating conditions • as a result of frequent maintenance operations, repair operations, or leakage • as a result of equipment breakdown, faulty operation, or failure 	A Acetylene
	Div. 2 <ul style="list-style-type: none"> • and normally confined within closed containers when handled or used • and normally prevented by positive mechanical ventilation • and be adjacent to a Class 1, Division 1 location 	B Butadiene, Ethylene oxide, Hydrogen, Propylene oxide C Acetaldehyde, Cyclopropane, Diethyl Ether, Dimethyl Hydrazine D Acetone, Ammonia, Benzene, Butane, Gasoline, Methane, Propane, Alcohols, etc.
CLASS 2	Combustible dust may be present...	Groups
	Div. 1 <ul style="list-style-type: none"> • under normal operating conditions • as a result of frequent maintenance or repair work • as a result of frequent mechanical failure or abnormal operation of equipment 	E Combustible metal dusts (aluminum, magnesium, and their commercial alloys)
	Div. 2 <ul style="list-style-type: none"> • under abnormal conditions, such as abnormal operation/failure of equipment • as a result of infrequent malfunctioning of handling or processing equipment • and interfere with the safe dissipation of heat from electrical equipment 	F Combustible carbonaceous dusts (carbon black, charcoal, coal, & coke) G Combustible dusts not in Groups E or F (flour, grain, wood, plastic & chemicals)
CLASS 3	Ignitable fibers or flyings may be...	<p>Contact us today for help selecting equipment for hazardous areas.</p>  <p>E: info@Michelli.com P: (800) 903-8823 www.Michelli.com</p>
	Div. 1 • handled, manufactured or used in this environment & may be present	
	Div. 2 • stored or handled in this environment & may be present	

- 6) Due to the high grade slopes of the land and the large lots, long electrical lengths would be required and thus 240V power would have to be delivered to the pumps; high voltage can further create fire hazards versus lower power and voltage options.

Figure 4



Power at the station must not drop below 10% of nameplate voltage. Maximum Recommended Length:
120 Volt 60' (min. voltage at pump — 108V)
240 Volt 150' (min. voltage at pump — 216V)
Consult factory for longer lengths

- 7) Due to the common power outages in the area and the use of homes in the area as vacation homes, use of grinder pumps in Plan B are not appropriate and could effectively lead to greater damage to the environment and a high level of pump failure.

Periods of Disuse

If your home or building is left unoccupied for longer than a couple of weeks, perform the following procedure:

Purge the System. Run clean water into the unit until the pump activates. Immediately turn off the water and allow the grinder pump to run until it shuts off automatically.

Duplex Units. Special attention must be taken to ensure that both pumps turn on when clean water is added to the tank.

Caution: Do not disconnect power to the unit

- 8) Due to the use of many homes in the area as vacation rentals or by different family members, accidental flushing of items that can damage the pump are more likely causing environmental damage in order to replace pumps. These types of items include items commonly placed in sink disposals, dental floss, as well as sanitary napkins or tampons.

Care and Use of your Grinder Pump

The Environment One grinder pump is capable of accepting and pumping a wide range of materials, and an extensive grind test is required in order to obtain NSF approval. However, regulatory agencies advise that the following items should not be introduced into any sewer, either directly or through a kitchen waste disposal unit:

Glass	Seafood shells	Diapers, socks, rags or cloth	Syringes
Cotton swabs	Personal/cleaning wipes & sponges	Disposable toothbrushes	Latex/vinyl items
Metal	Plastic objects (toys, utensils, etc.)	Kitty litter	Dental floss
Aquarium gravel	Sanitary napkins or tampons	Cigarette butts	

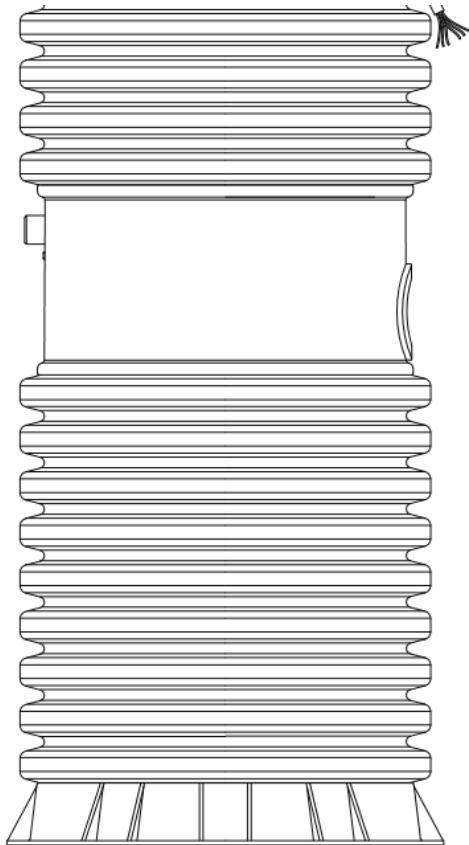
Caution: Kitchen garbage disposals do not keep grease/oil out of the plumbing system

In addition, you must **never** introduce into any sewer:

Explosives	Strong chemicals	Lubricating oil and/or grease
Flammable material	Gasoline	

Items introduced into the sewer system from your home can potentially impact the water environment. Proper disposal of household wastes such as window cleaners, unused/expired pharmaceuticals, paint thinners, fats, fruit labels, etc. is important. For more information, visit <http://www.wef.org>.

- 9) Warranty periods for pumps in Plan B are short and replacement places a very large burden on home owners.



Environment One Corporation offers a limited warranty that guarantees its product to be free from defects in material and factory workmanship for a period of two years from the date of installation, or 27 months from the date of shipment, whichever occurs first, provided the product is properly installed, serviced and operated under normal conditions and according to manufacturer's instructions. Repair or parts replacement required as a result of such defect will be made free of charge during this period upon return of the defective parts or equipment to the manufacturer or its nearest authorized service center.

- 10) Due to the high elevation required to lift sewage, the chance of overheating the pumps, failure of the pumps and check valves, and fire risk are significantly greater.
- 11) The report very inaccurately describes the impact of Plan B to the environment as minimal – despite the damage to trees and animals on residence property to place and maintain pumps.
- 12) The benefits of a fire break along the bottom of the service road in plan A is not discussed.
- 13) Forming a narrower service road in plan A and use of 6ft wide digging and vehicles (that the Carmel Area Waste Water District has used on Pescadero) is not discussed.

From: [ESTA MARTIN](#)
To: [Downstream Distribution Group](#)
Cc: npdeluca@gmail.com; douglas.armey@gmail.com
Subject: Proposed Pescadero Road Sewer Main
Date: Wednesday, September 21, 2022 1:36:20 PM

This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Rachel Lather,

I am the homeowner at 24680 Pescadero Road, Carmel. I have received information from other neighbors regarding replacement of our sewer main in Pescadero Canyon behind our homes.

I am presently out of state, but feel it important to express my views before your September 29th meeting. I understand Plan A is to replace the existing line where it is. Plan B is to move it up to under Pescadero Road which entails each house having a pump to send the sewage uphill. I am strongly opposed to Plan B. I can't even imagine the problems that would cause in addition to the concerns that have already been voiced. Just getting in and out of our homes while the road is torn up will be impossible. There will be far more environmental damage when the pumps begin to fail and no one can afford to replace them.

Kindly place me in the group opposed to Plan B. Plan A is the only solution.

Sincerely,

Esta Martin

(831)625-3516 Home

(831)760-2164 Cell

Barbara Buikema

From: Don Ryan <donryandds@yahoo.com>
Sent: Thursday, September 22, 2022 1:49 PM
To: Downstream Distribution Group
Subject: Pescadero Road

This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Barbara Buikema
GM CAWD

Re: Pescadero Road options

Dear Ms. Buikema,

I just learned, a few minutes ago, about a proposed realignment of the sewer line in Pescadero Canyon. While I understand the need to effect repairs, Etc., necessary to providing service to the residents, I am adamantly opposed to running the line anywhere but as close as possible to its present location. As you well know, installation of a grinder and pumping sewage uphill is fraught with problems now and in the future. Should the district elect to go the route as designed in plan B, I will retain the appropriate counsel to file an action necessary to stop that alternative.

Sincerely,

Don Ryan DDS
24752 Pescadero Road
mailing address PO Box 1210
Alamo, Calif. 94507

STAFF REPORT



To: Board of Directors

From: Barbara Buikema, GM

Date: September 29, 2022

Subject: Letter from Chris Mack – Requesting reimbursement for costs incurred due to backup between 8th & 9th on Lincoln

RECOMMENDATION

Staff recommends the District reimburse Mr. Mack \$420.00 for the services rendered from Roto Rooter to clear the lateral line on their property.

DISCUSSION

On Monday August 15th and again on Sunday, August 27th Mr. Mack experienced sewage coming out of the relief valve on his property located at Lincoln, 3 Southwest of 8th.

On Monday, September 19th Mr. Lauer, Barry Blevins, and Robert Bowman utilized close circuit television to view the condition of the District's main line and Mr. Mack's lateral line. The District's line is in relatively good shape, there are a couple of minor sags where it appears the line has shifted, but nothing significant enough to cause a backup. Mr. Mack's lateral is also in good shape with no roots or other deformities.

Given that we are not able to ascertain the cause of the backup, staff is recommending that the District reimburse Mr. Mack \$420.00 for services supplied by Roto Rooter. Staff is not recommending reimbursement of \$1,500.00 for the installation of a backflow check valve for the following reasons; (1) The requirement for a backflow check valve is stated in the 1980 Ordinance Number 84 and was also restated in the 2019 Ordinance Number 2019-01. Mr. Mack informed us that his lateral was replaced in 2000; while it is in very good condition; the District requires a permit for the installation of the backflow check valve, but there is no record of a permit for the work done on this parcel.

FUNDING

Funds are available in Operations Budget account # 6130.005.

Barbara Buikema

From: Chris Mack <gelffmack@gmail.com>
Sent: Thursday, August 25, 2022 10:27 AM
To: Downstream Distribution Group
Cc: chris mack
Subject: Atten Barbara ; Sewer backup between 8th&9th on Lincoln
Attachments: Invoice #703895391.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Atten. Barbara

Dear CAWD Board.

On Monday morning, Aug. 15 we had a sewer back up from the street to the house at 3SW 8th on Lincoln. It also showed up at 4SW 8th on Lincoln (Pied Piper). The CAWD crew promptly came and cleaned out the blockage. This line has had problems in the past (Piped Piper flooding for example) and line may need to be replaced or repaired.

7 days later on Sunday morning Aug 27 we experienced sewage from the street again coming out our relief valve. Only this time there was an enormous amount of paper. The crews again promptly came out and washed the street line. Unlike the week before this did not clear out our blockage. We had to call Rooter Rooter to clear line and incurred a bill of \$420.00. The block was out at the lateral connection by the length of rooter snake fed in to the lateral.

I surmise the blockage was due to a wad of paper being sucked into our lateral at the street connection which did not get sucked out when the street line was cleared. This was 2 times in 7 days that a blockage occurred, and I feel it is only fair the CAWD reimburse us for the out of pocket expenses for this. Our house was built in 2000, so it has a 4" ABS connection to street line and there has never been any problems. It was suggested by the crews that we install a back-flow check valve, which is standard now, but not in the year 2000. Another cost to incur due to old and damaged city infrastructure.

I would like to see the video and report of the street line when you get it. The work crews were stating this is an old clay line and should be attended to, due to all the commercial restaurants using this line.

Please can we take care of this situation promptly with the prevention to a larger problem as it was for the house next door (Pied Piper) and appreciate your prompt attention to this matter.

Thank You,
Chris Mack

I'm asking the CAWD to pay -

Rooter Rooter	\$420.00
Installation of check valve	<u>1,500.00</u>
Total	\$1,920.00



Roto-Rooter Plumbers, a Commercial 1st Services Company and Division of Monterey RotoCo, LLC.

BILL TO
 Chris Mack
 Lincoln Street
 Carmel-by-the-Sea, CA 93923 USA

Remit to: 2141 Industrial Ct., Ste.D, Vista, CA 92081 • (800) 491-7686
 Accounts Receivable (844) 490-7686 • Fax: (760) 598-1657
 Lic# 966412 • Federal ID #: 81-3573122

INVOICE 703895391	INVOICE DATE Aug 21, 2022
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JOB ADDRESS
 Chris Mack
 Lincoln Street
 Carmel-by-the-Sea, CA 93923 USA

Completed Date: 8/21/2022
Technician: Gerardo Garcia Rojas
Customer PO: N/A
Payment Term: Due Upon Receipt
Due Date: 8/21/2022

DESCRIPTION OF WORK

When arrival the main sewer line was backed up. Ran the sr. Snake through the clean out located in front of the house. Once unclogged ran water for five minutes and flushed all toilets and water drained good.

PAID ON	TYPE	MEMO	AMOUNT
8/21/2022	Credit Card		\$420.00
		SUB-TOTAL	\$420.00
		TAX	\$0.00
		TOTAL DUE	\$420.00
		PAYMENT	\$420.00
		BALANCE DUE	\$0.00

WE DO WATER RESTORATION
(Fix it, Clean it, Dry it)

Conditions & Exclusions apply. Please see below for details

COVID-19 ACKNOWLEDGMENT / WAIVER; Effective as of 3/20/2020:

In an effort to reduce the spread of COVID-19, Roto-Rooter will be limiting the interaction between our customers and technicians through a mandated Touch-Free policy until further notice. During this time, our technicians will take verbal authorization for work to be performed, as well as payment for work completed all over a recorded phone call or without

touching of devices or payment methods to help maintain the health and safety of all. Technicians will write "VERBAL" in place of a customer signature for work authorization, completion, and payment purposes and document call details for verification and tracking purposes. By accepting work verbally over a recorded line, you are acknowledging an audible signing of the invoice/contract agreement.

CUSTOMER AUTHORIZATION

WORK ORDER AUTHORIZATION / WAIVER:

I authorize Roto-Rooter to perform the described services and I agree to pay the amounts indicated. I understand that Roto-Rooter is not responsible for broken, settled, rusted, deteriorated, or lead pipes, fixtures, or clean outs and any damage resulting from cleaning or repairing such lines.

I have asked Roto-Rooter to provide services, Under Section 1689.13 of the California Civil Code, in order to induce Roto-Rooter to provide these services; 1) Initiated negotiation and contract; 2) executed this contract in connection with the making of emergency or immediate necessary repairs or services necessary for the immediate protection of persons or personal property detailed on this invoice; and 3) I expressly acknowledge and waive the right to cancel this contract within three or seven business days, whichever applies.

ACH PAYMENT AUTHORIZATION / WAIVER:

In the event that payment is required and bank account information or a check is provided as a form of payment, I hereby authorize Monterey RotoCo, LLC, herein called Roto-Rooter, to (i) initiate a debit entry to my account, and to debit the same to such account, (ii) use information from my check to make a one-time electronic fund transfer from my account or (iii) process the payment as a check transaction, as determined by Roto-Rooter and as applicable. I acknowledge that the origination of ACH transactions to my account must comply with the provision of U.S. law and that I may only revoke this authorization by notifying Roto-Rooter as provided below. This authorization is to remain in full force and effect for the payment on this invoice, until Roto-Rooter has received written notification from me of its termination in such time and in such manner as to afford Roto-Rooter a reasonable opportunity to act on it. If you believe any of the above information to be in error or to contact Roto-Rooter for information on revoking this authorization, please contact us at (844) 490-7686.

Sign here



Date 8/21/2022

THREE DAY RIGHT TO CANCEL

**Only applies if the contract is greater than \$750.*

Sign here

Date

CUSTOMER ACKNOWLEDGEMENT

COMPLETION I acknowledge completion of the above described work which has been done to my complete satisfaction.

Sign here



Date 8/21/2022

I authorize Roto-Rooter to charge the agreed amount to my credit card provided herein. I agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement.

Sign here 

Date 8/21/2022

TECHNICIAN ACKNOWLEDGEMENT

Sign here 

Date 8/21/2022

CONDITIONS AND EXCLUSIONS

Roto-Rooter guarantees the services performed set forth in this invoice to be free from defect in materials or workmanship for the applicable time period stated above. If within the Guarantee Period a drain stoppage or other defect in the repair of plumbing fixtures plumbing parts installed by Roto-Rooter occurs, Roto-Rooter will clear the drain stoppage or, repair or replace (at Roto-Rooter's option) the plumbing fixture or plumbing part previously installed at no cost to the customer, subject to the following exclusions and limitations:

1. This Guarantee applies only to the specific sewer lines cleaned, or plumbing fixtures or plumbing parts supplied and installed by Roto-Rooter
2. Roto-Rooter must receive notice of the defect within the Guarantee Period.
3. This Guarantee does not apply to:
 - a. Materials furnished, or work performed by other than Roto-Rooter.
 - b. Drains, sewer lines, plumbing fixtures and plumbing parts which have been misused, abused, damaged, or modified by others;
 - c. Drain or sewer line stoppages caused by foreign materials and objects, including but not limited to grease, sanitary articles, paper towels, toys etc., or
 - d. Drains, sewer lines, plumbing fixtures on septic systems
 - e. Pipes lifted by roots
 - f. Repairs made by cast in place lining that have subsequently been cleaned with a drain cleaning machine with rotating cutter heads. LINED PIPES MUST BE CLEANED WITH A WATER JET.
4. The Guarantee Period commences on the date of original service and shall not be extended by subsequent services or repairs made pursuant to the terms of the Guarantee. The Guarantee hereunder extends to the customer invoiced for the services and is not transferable.
5. Roto-Rooter's liability hereunder shall be limited to recleaning of drain or sewer stoppage (Max. Two repeat visits) or the repair or replacement of defective plumbing fixtures or plumbing parts: Roto-Rooter shall not be liable for (1) Incidental or consequential damages; (2) Water or other damage; (3) Loss of use; or (4) Loss of anticipated benefits or profits, any of which result from the furnishing of services or products, or from the breach of the Guarantee, even if Roto-Rooter knew of the likelihood of such damages.
6. Any implied warranty of merchantability, or fitness for a particular purpose of use, shall be limited to the duration of the foregoing written guarantee. *The foregoing written guarantee is the customer's sole and exclusive remedy and in lieu of all other guarantees and warranties express or implied, written or oral.* This guarantee may only be modified in writing, signed by an officer of Roto-Rooter.
7. This guarantee does not apply in the event customer breaches any of the Terms and conditions of service, including but not limited to timely payment of all charges.
8. COLLECTIONS: Owner agrees to pay all collection fees and charges including but not limited to all legal and attorney fees that result should Owner default in payment of this contract. Overdue accounts are subject to interest charged at the rate of 18% per annum.
9. LEGAL FEES: In the event litigation arises out of this contract, prevailing party(ies) are entitled to all legal, arbitration, and attorney fees. The court shall not be bound to award fees based on any set, court fee schedule but shall if it so chooses, aware the true amount of all costs, expenses and attorney fees paid or incurred.

A FINANCE CHARGE will be computed on the unpaid balance by a single period rate of 1-½% per month, which is an annual percentage rate of 18%. A \$35.00 FEE WILL BE CHARGED FOR ALL RETURNED CHECKS.

"State law requires anyone who contracts to do construction work to be licensed by the Contractors State License Board in the license category in which the contractor is going to be working - if the total price of the job is \$750.00 or more (including labor and materials).

Licensed contractors are regulated by laws designed to protect the public. If you contract with someone who does not have a license. The Contractors State License Board may be unable to assist you with a complaint. Your only remedy against an unlicensed contractor may be in civil court, and you may be liable for damages arising out of any injuries to the contractor or his or her employees.

You may contact the Contractors State License board to find out if this contractor has a valid license. The board has complete information on the history of licensed contractors including any possible suspensions, revocations, judgements and citations. The board has offices throughout California. Please check the government pages of the white pages for the office nearest you or call (800) 321-CSLB for more information."

Carmel Area Wastewater District
WWTP Elec/Mech Rehab and Sludge Holding Tank Replacement Project

Construction Progress Report

September 8th, 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	\$43,899.09	0.60%
Non Value Added Change Order Cost ⁽²⁾	% of Bid Amount	\$62,899.38	0.86%
Total Change Order Cost	% of Bid Amount	\$106,798.47	1.5%
Current Contract Value		\$7,367,539.54	
Open/Pending Potential Change Orders (PCO)		1	
Contract Time			
Notice To Proceed		September 7 th , 2021	
Original Contract Time		550 Calendar Days	
Calendar Days Elapsed		366 Days	
Weather Days: Accepted to Date		0 Days	
Contract Change Order(s) Time Extension		0 Days	
Current Contract Completion Date		March 11 th , 2023	
Contract Progress Summary			
Total Project Time Expended		67%	
Total Project Construction Cost Expended		47% (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 new mechanical components in several areas of the project marking a new phase of installation now that much of the mechanical equipment has arrived onsite. CAWD and Clark Bros are finding ways to continue progress on mechanical equipment installation as much as possible despite extended delays in Motor Control Center equipment procurement (See Section 3).

2.1.1 Submittals

Submittals reviewed this month included equipment O&M Manuals, seismic anchorage calcs, and equipment factory tests.

2.1.2 PLC Programming

PLC programming by Frisch Engineering is in progress.

2.2 Site Work

2.2.1 Potholing/Locating Existing Utilities

None.

2.3 Sludge Holding Tank Replacement

Work included installation of tank overflow pipe and connection to existing process piping underground. Rough-in installation began on above ground tank mixing piping.

2.4 Influent Pump Station Rehab

Clark Bros completed bolt up of new piping for new Influent Pump #4 to position the pump for construction of pump support concrete pad.

2.5 Headworks Rehab

The existing failed headworks screening system was removed, and new slide gates were installed at the Headworks screening channels. New screening equipment rough-in installation was also completed.

2.6 Chlorination Building Rehab/3W System Improvements

Clark Bros began installing the new bladder tank and piping for the 3W system. They completed installation of new piping that was a “value-add” change order at the chlorination building waste sump.

2.7 Effluent Pump Station Rehab

No work observed.

Section 3: Project Issues

In March 2022, Clark Bros informed CAWD of delays in procurement of the Motor Control Center (MCC) equipment. The Clark Bros schedule provided soon after this notice showed MCC equipment arriving in mid-September, which had only a minor impact on the overall project completion schedule. However, on September 1st, 2022 CAWD was notified that the MCC may not arrive until May or June of 2023. If this new delivery estimate is true then it will have a substantial impact on the project schedule.

CAWD sent a notice to Clark Bros on September 7th, 2022 stating that CAWD will incur financial loss if the work is not completed in the Contract Time, and reaffirming that there hasn't been a change to the Contract Time stipulated in the Agreement.

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	150	8

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)	8	1	0	NA
Change Orders	2	0	0	\$106,798.47

Section 6: Project Schedule and Budget

6.1 Schedule

The schedule is currently being revised in light of the new information regarding extended delays in MCC equipment procurement.

6.2 Budget

At this time the approved change orders amount to 1.5% of the project cost. The project management team is continually monitoring the costs of potential changes to manage costs.

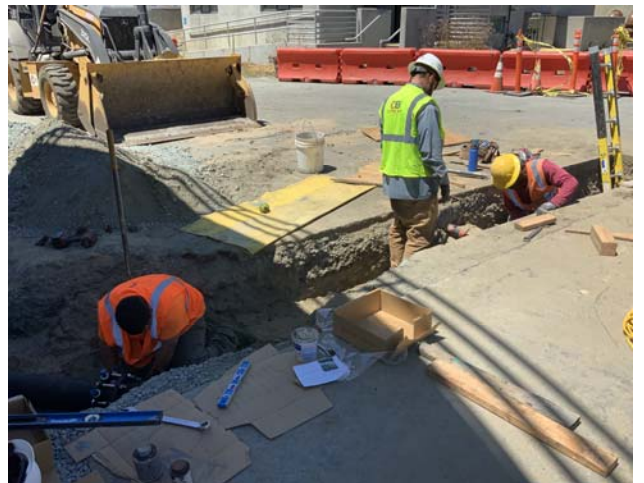
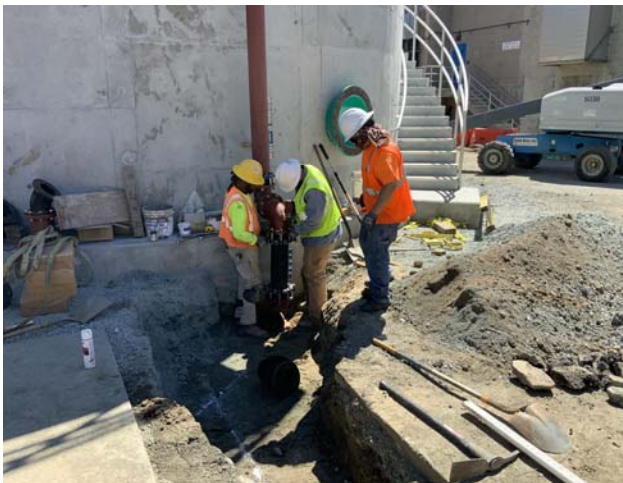
Currently the amount to be paid to CBI is 47% (not including retention) of the total approved budget (52% with retention).

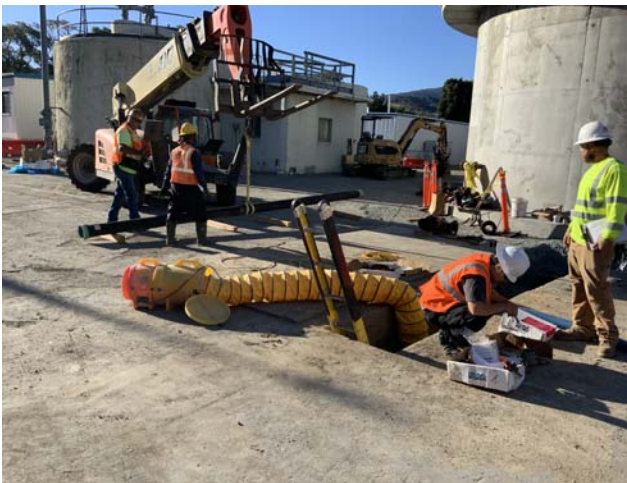
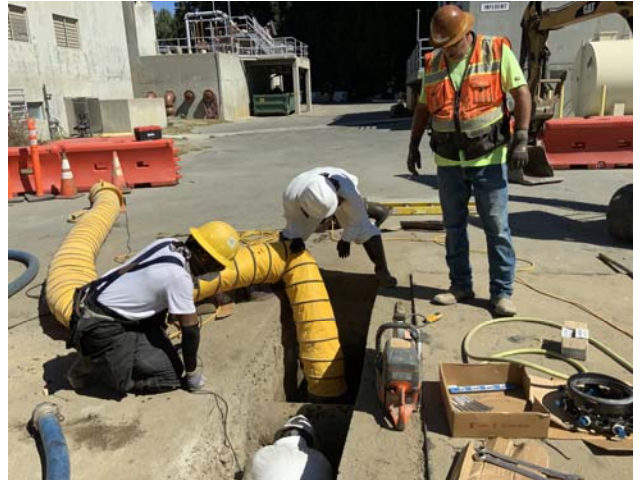
Section 7: Photos

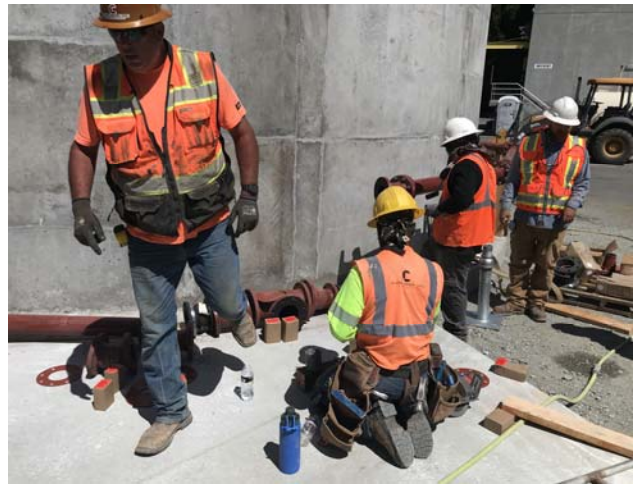
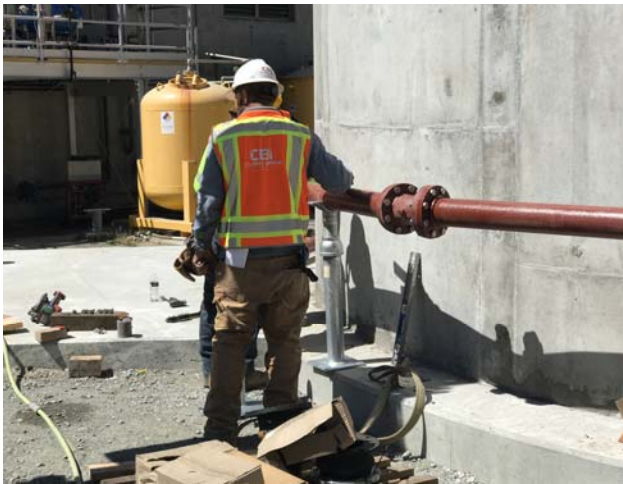
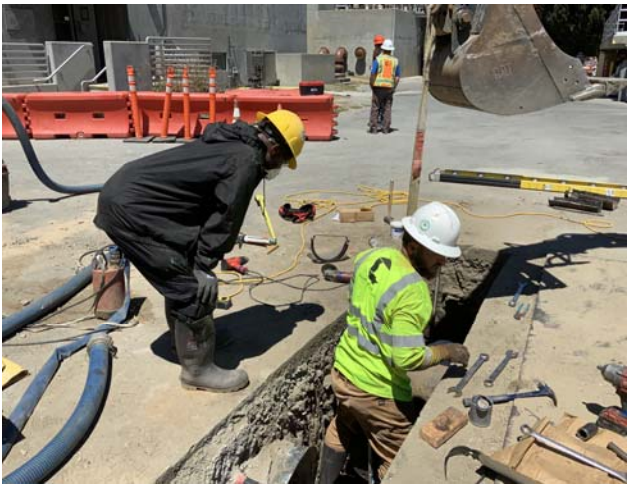
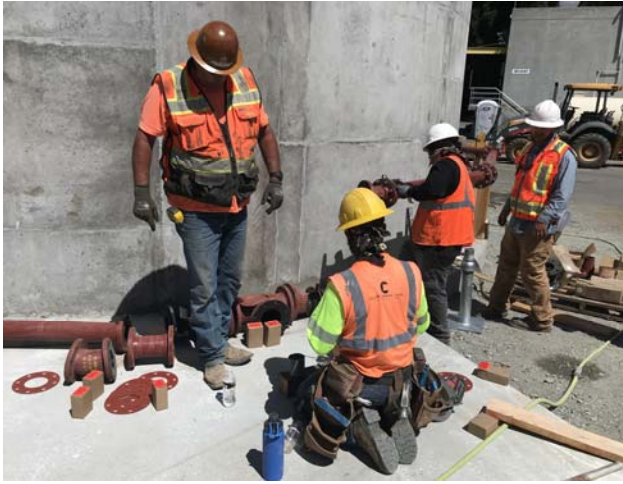
- Sludge Holding Tank Replacement
- Influent Pump Station Rehab
- Headworks Rehab
- Chlorination Building/3W System Improvements

Photos:
Sludge Holding Tank
Replacement



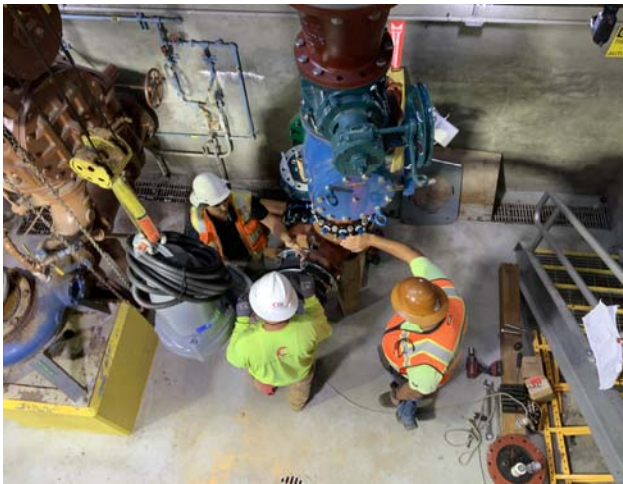
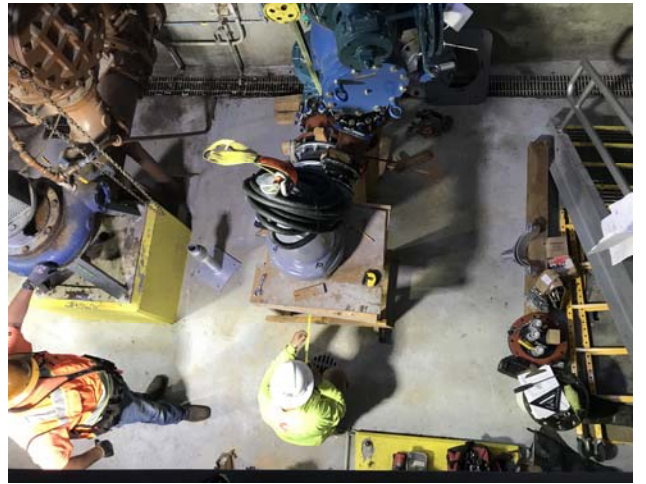








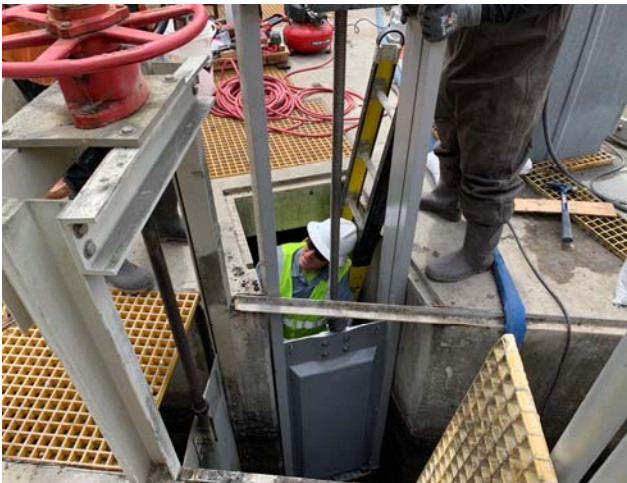
Photos:
Influent Pump Station Rehab





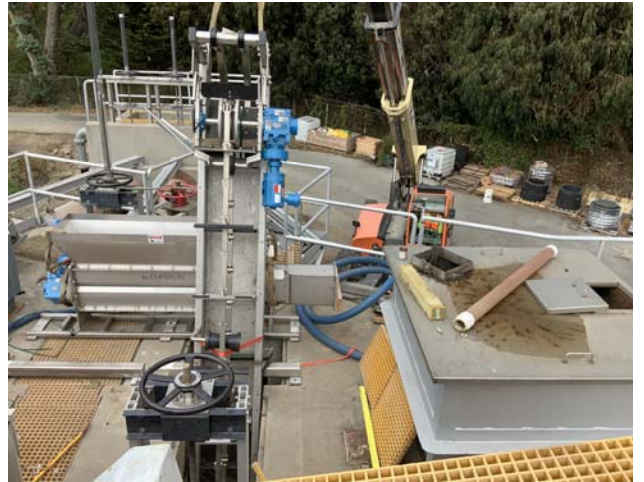
Photos:
Headworks Rehab











Photos:
Chlorination Building/3W System
Improvements





PEBBLE BEACH COMMUNITY SERVICE DISTRICT -NO AUGUST 2022 MEETING

STAFF REPORT



To: Board of Directors

From: Barbara Buikema, General Manager
& Management Team

Date: September 29, 2022

Subject: Dashboard Metrics & Our Path Forward

RECOMMENDATION

Receive Report- Informational only; no action required.

DISCUSSION

During the Board Retreat of July 2019 we visited the concept of a dashboard with metrics to measure progress towards stated goals. Staff presents that dashboard now complete with data from FY 18/19 to FY 21/22.

A discussion of each metric/goal follows:

- Maintain Controllable Callouts at a Reasonable Level
4 hours a week is good considering the plant operates 24/7 and we only staff it during the day. In FY 18/19 management reduced number of employees on call from 3 people to 2 people. Staff reviews the callouts on a regular basis through Mainsaver and ICOM systems. Staff believes the level of callouts currently is reasonable given staff are not onsite 16 hours per day.
- Manage Overtime
Overtime includes callouts discussed above, and it also includes selective work that is done after normal hours where it enhances productivity.. Staff believes the level of overtime is reasonable and is well controlled.
- Keep Budget Variance by Category < 10%
This originated from the Budget Committee and was originally a request to manage the budget at the line item level. It has been changed to budget category level (i.e. Contractual Services, Benefits, etc.) and is expressed by the numerator as the number

of categories +/- 10% over the total number of budget categories and denominator equal to the total number of categories.

Finally, there is a percentage of total budget-to-actual number listed (all categories combined). There is room for improvement in this category. The overall budgeting process has resulted in surplus for the past 4 years which goes back into reserves.

- Attain Zero Violations/SSO (count)

Every year CAWD has achieved zero violations in one of the three categories. We are still working on having zero violations in all three categories in the same year. The violations that have occurred over the last 4 years have all been minor.

- Reduce our X-mod to no more than one

This is an exceedingly difficult number to manage as a small district. Even one incident can cause our X-mod to jump. Nonetheless, over the last four years we have managed to bring the number down to less than one in FY 21/22. Next FY X-mod will move back above 1 as a result of a few recent incidents (muscle strains, and ankle sprain).

- Encourage proactive reporting of safety concerns and reduce injuries

CAWD staff are proactive in submitting safety concerns in Mainsaver by creating work requests with the "Safety Box" checked. These requests allow safety improvements to occur proactively. CAWD is averaging about 35 preemptive safety work orders per year and only a few reportable injuries each year.

- Maintain cash reserves to fund our long term plan

This is a simple calculation of existing reserves less Operation & Maintenance and Sea Level Rise reserve. During Budget Committee discussions there was consideration given to the balance decreasing over the next couple of years where the District has significant capital requirements and then beginning to increase again as the capital requirements decrease. The dashboard reflects that we are following the trend discussed in Budget Committee.

- Preventative Maintenance/Total Maintenance

Collections spends over 90% of maintenance time on Preventative and Predictive Maintenance. Line cleaning and Closed Caption Television Viewing work are primary work tasks of Collections Staff and are routine/daily activities.

The Treatment Plant and Reclamation system demands are more complex than the collections system due to more variety of equipment and moving parts. Preventative maintenance comprises about 40% of total maintenance currently. The remaining

balance is corrective repairs and improvements. Typical examples of preventative maintenance are membrane cleaning, oil sampling/changes, equipment inspections, instrument calibration, electrical equipment cleaning.

Eventually, even with preventive maintenance equipment will degrade to the point it needs to be replaced and so there is still a considerable amount of time spent on replacing or repairing degraded equipment.

- Recover at least 87% of our water
CAWD is currently recovering 89% of the water that flows into the treatment plant. This level of recovery meets current expectations; however, staff are actively working on improvements to increase total recovery to 90% or more.

Based on progress made with the dashboard, at the Board Retreat of April 2022 staff came back with an additional list of tasks they recommended:

- Conduct an internal staffing level analysis
- Determine the “right-fit” technology (i.e. automation)
- Foster a data-driven culture
- Establish an effective decision-making process via a responsibility matrix (e.g. Responsible, Accountable, Consulted, Informed (RACI))
- Foster a learning culture
- Promote a culture of safety and health
- Seize opportunities to expand our services
- Foster board support and trust in staff

We suggest starting with an internal staff analysis and responsibility matrix.

Attachment: Strategic Goal Setting – Dashboard Metrics

FUNDING

Unknown at this time. There may be some costs associated with implementation.

Strategic Goal Setting - Dashboard Metrics

Metric/Goal	Description		Fiscal Year			
			18/19	19/20	20/21	21/22
1. Maintain Controllable Callouts at a Reasonable Level (hrs/week)	Controllable Callouts shown include all callouts except for those caused by lateral callouts.	<u>Collections</u>	1.3 hrs/week	0.7 hrs/week	2 hrs/week	1.4 hrs/week
		<u>WWTP</u>	0.6 hrs/week	0.4 hrs/week	0.6 hrs/week	1.1 hrs/week
		<u>Reclamation</u>	1.6 hrs/week	1.3 hrs/week	1.3 hrs/week	3.0 hrs/week
2. Manage Overtime (hrs/week)	Total Overtime paid	<u>Collections</u>	7.1 hrs/week	2.9 hrs/week	6.1 hrs/week	5.5 hrs/week
		<u>WWTP</u>	5.6 hrs/week	3.8 hrs/week	2.5 hrs/week	2.5 hrs/week
		<u>Reclamation</u>	4 hrs/week	2.3 hrs/week	2.2 hrs/week	3.0 hrs/week
3. Keep Budget Variance by Category <10% (Count)	Count of How Many Budget Categories exceeded 10% variance in the budget year / Total Number of Budget Categories	<u>Maintenance</u>	11/14 -29.2% Total Var	12/14 -39.4% Total Var	14/14 -24.1% Total Var	12/14 -18.6% Total Var
		<u>Collections</u>	10/15 -11.9% Total Var	11/15 -21.6% Total Var	12/15 +6.8% Total Var	9/15 -11.3% Total Var
		<u>Treatment</u>	11/15 -6.6% Total Var	11/15 -5.5% Total Var	12/15 -3.4% Total Var	12/15 -14.9% Total Var
		<u>Admin</u>	11/16 -34.8% Total Var	13/16 -35.4% Total Var	14/16 -5.5% Total Var	10/15 -5.8% Total Var
4. Attain Zero Violations/SSO (Count)	Number of violations and SSO in budget year.	<u>Collections</u>	2	0	1	4
		<u>WWTP</u>	0	3	1	0
		<u>Reclamation</u>	1	0	0	1
5. Reduce our x-mod below one (x-mod)	X-mod for each budget year	<u>CAWD</u>	1.42	1.04	1.04	0.96
6. Encourage Reporting of Safety Concerns and Reduce Injuries	Number of Reported Near Misses / Number of Reportable Injuries in budget year	<u>CAWD</u>	30 Safety Corrective WO / 2 Reportable Injuries	35 Safety Corrective WO / 2 Reportable Injuries	32 Safety Corrective WO / 3 Reportable Injuries	43 Safety Corrective WO / 6 Reportable Injuries
7. Maintain Cash Reserves to fund our long term capital plan	Capital Reserves Available and Projected Capital in each budget year	<u>CAWD</u>	\$25M Available Capital - \$2M Projected Capital = \$23M Remaining	\$29M Available Capital - \$3M Projected Capital = \$26M Remaining	\$33M Available Capital - \$5M Projected Capital = \$28M Remaining	\$32M Available Capital - \$12M Projected Capital = \$20M Remaining
8. Preventative Maintenance / Total Maintenance	Percent of Maintenance that is Preventative Maintenance	<u>Collections</u>	94% Preventative	95% Preventative	91% Preventative	92% Preventative
		<u>WWTP</u>	41% Preventative	61% Preventative	38% Preventative	38% Preventative
		<u>Reclamation</u>	26% Preventative	50% Preventative	41% Preventative	43% Preventative
9. Recover at Least 87% of our Water	Average Total Water Recovery for Each Fiscal Year	<u>Reclamation</u>	85%	86%	89%	89%