

COMMISSION REGULAR MEETING AGENDA

August 13, 2024 **Hybrid Meeting**

5:30 pm (Closed Session) Chair Beckman will continue the Closed Session meeting to after the Regular Session meeting 6:00 p.m. (Regular Session)

NOTE: This is a Hybrid Board meeting and will be held in-person in the Board Room of the Central Marin Sanitation Agency located at 1301 Andersen Drive, San Rafael CA 94901 and via Zoom®.

If you would like to participate via Zoom, click the link below or copy and paste the address into your browser. You may also phone-in at the number below.

Join Zoom Meeting

Online:

https://us06web.zoom.us/j/83608914535

Phone in:

+1 253 215 8782

Meeting ID:

836 0891 4535

Public Comment: Members of the public may directly address the Board on any item appearing on the Agenda. They may address the Board when the item is called by the Board Chair and he/she indicates it is the time for the public to speak to the agenda item. Public comments can also be submitted via email to the Recording Secretary at telam@cmsa.us.

The public comment period opens when the agenda is posted online and will close two hours prior to the start of the meeting. Include your name and the item you'd like to provide written comment on. Written comments submitted will be shared with the Board before the meeting, summarized during the Open Period for Public Participation, and included in the meeting proceedings.

To provide comments virtually during the meeting:

- If in the Zoom teleconference, use the "raise hand" feature. The Host will notify and unmute you when it is your turn to speak.
- If on a phone, press *9 ("star + 9"), and the Host will notify and unmute you when it is your turn to speak.

If you experience an issue providing comments in the meeting, please email those comments to the Recording Secretary at telam@cmsa.us.

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AGENDA

- 1. 6:00 p.m.: Call Meeting to Order
- 2. Pledge of Allegiance
- 3. Roll Call
- 4. Agenda Review & Approval

5. Open Period for Public Participation

Open time for public expression, up to two minutes per speaker, on items within CMSA's jurisdiction and not on the Board of Commissioners' agenda. The Board will not discuss or take action during open time, but Board members may briefly respond to statements made or questions proposed by the public, ask for clarification from staff, refer the matter to staff, or request staff to report back to the body at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.

6. <u>Adjourn to Closed Session - Conference Legal Counsel – Anticipated Litigation</u>
Significant exposure to litigation pursuant to California Government Code§ 54956.9(d)(2).
Number of potential case(s): One.

7. Reconvene in Open Session

Report on any action taken in Closed Session.

8. Open Period for Public Participation

Open time for public expression, up to two minutes per speaker, on items within CMSA's jurisdiction and not on the Board of Commissioners' agenda.

9. Consent Calendar

a)	Minutes – Regular Board Meeting, July 9, 2024
b)	Treasurer's Report – July 2024
c)	July 2024 NPDES Permit Compliance, Treatment Process, and Maintenance Activities Report
d)	Performance Metric Report – July 2024
e)	Resolution of Appreciation for Ahn Ta
f)	Resolution of Appreciation for Jean St. Louis
g)	Revised Acceptance of Hauled Waste Policy
h)	Revised Equal Employment Opportunity and Leaves of Absence Policies
i)	Agency Vehicle Procurement – Maintenance Service Truck with Crane

10. Resolution of Appreciation for Chris Finton

Recommendation: Approve Resolution No. 364: Resolution of Appreciation for Chris Finton.

11. Board Secretary Nomination and Appointment

Recommendation: Nominate and appoint a Board Secretary.

12. Centrifuge Dewatering System Pre-purchase Agreement

Recommendation: Authorize the General Manager to enter into a Centrifuge Dewatering System pre-purchase agreement with Flottweg for \$1,456,164.

13. <u>Nutrient Removal Alternatives Evaluation and Facilities Plan Project - Award Professional</u> <u>Services Agreement to Carollo Engineers for Consulting Services</u>

Recommendation: Approve the Professional Services Agreement with Carollo Engineers to provide consulting services for the Nutrient Removal Alternatives Evaluation and Facilities Plan Project in the amount of \$519,756, and authorize the General Manager to sign it.

14. Oak Hill Apartments Site - Continued Hydrogen Peroxide Use

Recommendation: Review the Hydrogen Peroxide Use action plan, consider hiring Carollo Engineers to perform a feasibility study, and provide direction to the General Manager as appropriate.

15. August 2024 Informational Items

Recommendation: Informational, provide comments or direction to the General Manager, as appropriate.

- 16. North Bay Watershed Association (NBWA) Report*
- 17. Oral Reports by Commissioners*
- 18. Oral Reports by General Manager*
- 19. Items for Next/Future Agendas

20. Next Scheduled Regular Meeting

Tuesday, October 8, 2024 at 6:00 p.m.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Central Marin Sanitation Agency at 415-459-1455. For auxiliary aids or services or other reasonable accommodations to be provided by the Agency at or before the meeting, please notify the Agency at least 3 business days in advance of the meeting date (meeting is the second Tuesday of each month). If the Agency does not receive timely notification of your reasonable request, the Agency may not be able to make the necessary arrangements by the time of the meeting.

^{*}Information not furnished with Agenda



COMMISSION REGULAR MEETING MINUTES July 9, 2024 Via Hybrid Meeting

NOTE: The minutes are an official record of the Board meeting. There are also official audio and video recordings available on the Agency's website at www.cmsa.us. The time stamps on these minutes refer to the items' start times on the video recording of the meeting.

Please contact CMSA at 415-459-1455 for information about receiving a copy of these records.

1. Call Meeting to Order/Pledge of Allegiance

00:00:00

Chair Kelly called the meeting to order at 6:00 p.m. A quorum was present.

2. Roll Call 00:00:27

Present: Commissioners Eli Beckman , Maribeth Bushey, Dean DiGiovanni, Doug Kelly,

and Mary Sylla.

Absent: Michael Boorstein

Staff Present: Jason Dow, General Manager and Tiffany Elam, Recording Secretary

Public Present: Peter Kristenmacher, Technical Services Manager; Chris Finton, Treatment Plant

Manager; Bruce Dorfman, Principal of Education Housing Partners; Jon Heim,

DGS; and Tom Gorman.

3. Open Period for Public Participation

00:00:52

Commissioner DiGiovanni requested to make a motion to remove item 9 from the agenda stating that there were no substantive documents to review or to discuss ahead of the meeting.

The Board asked Commissioner Kelly clarifying questions regarding item number 9.

Commissioner Kelly clarified item number 9 was not an action but a discussion item, to ask LAFCO if it was within their realm to do a study for the transfer of SRSD employees to CMSA and if so to potentially place it as a future agenda item. Commissioner Kelly stated he'd seen no study that shows that taking all employees from SRSD to CMSA under GM Dow was a good idea, or any indication of why or how it was determined.

The Board did not move forward with a motion to remove item 9 from the agenda.

Commissioner DiGiovanni requested to discuss agenda item 9 after the consent calendar.

The Board did not object.

Comments from the Public

There were no comments from members of the public.

4. Consent Calendar 00:00:47

a)	Minutes – Regular Board Meeting, June 11, 2024				
b)	Treasurer's Report – June 2024				
c)	June 2024 NPDES Permit Compliance, Treatment Process, and Maintenance Activities Report				
d)	Performance Metric Report – June 2024				
e)	FY24 Board Compensation Report - Accept the FY24 Board Compensation Report				
f)	Professional Services Agreement with Caltest Analytical Laboratory - Approve the Professional Services Agreement				
g)	Accept Completion of the FY24 Pavement Repair Project - Accept the FY24 Pavement Repair Project as complete				
h)	NBWA Treasurer Services Agreement – Agreement for the services approved by the Board last month				
i)	Annual Asset Management Program Report – Routine annual report				

GM Dow requested to pull item E, the FY24 Board Compensation Report stating revisions were made after the agenda was published. GM Dow provided the Board with the Revised FY24 Board Compensation Report.

The Board asked clarifying questions regarding the revisions.

GM Dow explained the stipend was waived by Commissioner Zahradnik and removed, a reimbursement for Commissioner Boorstein was removed as it was not applicable, and the CASA conference reimbursements were included for Commissioner DiGiovanni.

The Board discussed the revisions.

Comments from the Public

There were no comments from members of the public.

ACTION:	Commissioner DiGiovanni moved to approve Consent Calendar items 4a through 4i, noting the Board Compensation Report was updated; second, Commissioner Beckman.			
DIRECTION:	None			
VOTE:	The item was passed unanimously.			
	AYES: Beckman , Bushey, DiGiovanni, Kelly, Sylla			
	NAYS:	None		
ABSTAIN: None		None		

9. LAFCO Study for the transfer of SRSD employees to CMSA

00:12:37

Commissioner Kelly asked Jason Fried (on Zoom) if LAFCO would be able to provide a study for the transfer of the SRSD employees to CMSA.

Jason Fried stated LAFCO could provide this special study if his commission was provided with an interest from both CMSA and SRSD, buy in from SRSD that they are willing to have the study occur, and funding for the study to hire an outside consultant.

Comments from the Public

There were no comments from members of the public.

5. Oak Hill Project Developer Request

00:14:26

GM Dow discussed the recent meeting with the Oak Hill Project Team and the potential options regarding continued chemical truck access to the existing San Quentin hydrogen peroxide dosing facility as well as other options. With one option being to install a chemical feed tube in a containment line through an existing 6" recycle water line; this option would require a feasibility study to determine viability. GM Dow stated the Developer believes CMSA should manage, lead and finance the study.

GM Dow informed the Developer that this request would need to be brought forward to the CMSA Board. GM Dow referenced the letter and drawings received by the developer for the board to review. GM Dow explained the background of the odor control management system, as well as the history of the easement granted by the state which allows CMSA access to the dosing facility. GM Dow stated the key issue is that the Developer does not believe CMSA has any formal or legal rights to access its easements. However, GM Dow spoke with state representatives who informed him they are still willing to provide CMSA limited access, however to what extent had not been determined. GM Dow stated he would follow up with state representatives to learn more. GM Dow introduced Bruce Dorfman with Education Housing Partners.

Bruce Dorfman provided the Board with background information on his organization, previous projects and presented the Oak Hill Apartments slide presentation. He discussed the vehicle entry facility conflict with the dosing facility, noted that they recognized that CMSA vehicles did utilize 100 percent of the area to access the dosing facility site and discussed the alternative options discussed with GM Dow. Mr. Dorfman mentioned that they were interested in having a conversation with CMSA to utilize the recycled water from the six-inch pipe for the Oak Hill Apartment landscaping. He also stated that this was not their expertise and believes that this is an improvement on an agency facility and CMSA should handle the study. He also mentioned that the clock is ticking, and they are looking forward to a resolution.

Commission Kelly asked clarifying questions regarding the viability of the CMSA pipe being used to provide water to the new development for landscaping.

GM Dow responded that a tertiary level of treatment would be needed. A tertiary water treatment system which would also require operators, recycled water tanks on site, and a control system in place. GM Dow clarified with the Developer that this idea had not been moved past the conceptual stage for the Oak Hill Apartment Project.

The Developer confirmed that it was a concept.

Commissioner DiGiovanni asked clarifying questions regarding vehicle access to make repairs in case of an earthquake, or a pipe break.

GM Dow clarified that there is no vehicle access near the easements closest to Sir Francis Drake as the Junction box sits in the middle of the easement. He also mentioned in the case of emergency repairs of the interceptor, the resident of Oak Hill Apartments would be most affected, as construction repairs would require them to dig down to access the interceptor, which would tear up the access road and hinder residents from getting out.

The Board asked clarifying questions regarding the potential difficulties of easement access with the development project and regarding GM Dow's tentative action plan.

GM Dow stated the tentative plan would start with contacting a specialized land use attorney to determine what real access CMSA has to the easements, following up with state to determine what form of access would be provided, and to perform a study to determine what would happen if CMSA shut down the peroxide dosing facility.

Commissioner Eli stated that the rate payers should not bear any significant financial burden due to the development project which may potentially conflict with any easements/agreements CMSA holds. Commissioner Eli mentioned the driveway study may be premature until legal rights have been determined for CMSA access.

Commissioner Bushey asked clarifying questions regarding the current options and requested the feasibility study be performed to determine the costs of each option.

The Board discussed the sequence of next steps with the cost of the feasibility study and who should be financially responsible for paying for the study.

Commissioner Bushy stated they did not want to interfere with the development project moving forward because of any easement CMSA may hold and believed that CMSA could absorb the potential 50k cost of the feasibility study. Commissioner Bushy also mentioned with 250 units of housing it would be more attractive to find another feasible way to achieve the odor control goal than to continue to utilize Hydrogen peroxide near the potential community.

Commissioner Kelly asked the Developer if they would be able to split the cost with CMSA for the feasibility study.

Bruce stated he would speak to Eden about potential reimbursement and clarified that a full EIR was part of the environmental review which was certified.

The board discussed potentially incorporating the recycled water into the project and to move forward with securing proposals for the feasibility study.

ACTION:	Commissioner DiGiovanni moved to authorize GM Dow to secure the legal standing regarding the perpetual easement, determine State deemed access, and to seek proposals for the hydrogen peroxide tube inside the recycled water pipeline; second, Commissioner Beckman.
DIRECTION:	Report the findings back to the board before moving forward.
VOTE:	The item was passed unanimously.

AYES:	Beckman, Bushey, DiGiovanni, Kelly, Sylla
NAYS:	None
ABSTAIN:	None

6. FY25 Commission Officer, Committee, and NBWA Board Appointments

1:20:13

The Board discussed and selected officers, and made appointments to the standing Finance Committee, ad hoc Evaluation Committee, and North Bay Watershed Association's (NBWA) Board of Directors. Chair Kelly recommended elevating Commissioner Eli to Chair, Commissioner DiGiovanni to Vice-Chair and Commissioner Boorstein to Secretary. Chair Kelly recommended the Finance Committee and the NBWA members stay the same and the Ad-Hoc Evaluation Committee nominations fall under the recommendation of GM Dow.

Officers

Commission Chair: Eli Beckman, Sanitary District #2

Commission Vice-Chair: Dean DiGiovanni, San Rafael Sanitation District

Commission Secretary: Michael Boorstein, Ross Valley Sanitary District

<u>Standing Finance Committee</u>: Tom Gaffney (RVSD), Eli Beckman, Dean DiGiovanni

Ad Hoc Evaluation Committee: FY25 – Eli Beckman and Dean DiGiovanni

NBWA Board of Directors: Michael Boorstein

GM Jason Dow (alternate)

Comments from the Public

There were no comments from members of the public.

ACTION:		er DiGiovanni, moved to approve the new slate of officers and ts; second, Commissioner Beckman.
DIRECTION:		
VOTE:	s passed unanimously.	
	Beckman , Bushey, DiGiovanni, Kelly, Sylla	
NAYS: None		None
	ABSTAIN:	None

7. Proposed FY25 Agency Business Plan

1:22:22

GM Dow stated that the Board accepted the FY24 Business Plan report and Agency's Strategic Planning Committee prepared the FY25 Business Plan Report. GM Dow discussed the dry weather graveyard shift facility operations, commissioning a Facilities Structures Seismic Study, selecting a nutrient removal system for the predesign, the removal of Solids from the Outfall Diffuser Section, obtaining Inflation Reduction Act funding for the Cogeneration System, monitoring MMWD water supply decisions and revisions to the Fee Ordinance for the Vactor truck station.

The Board discussed the Business Plan.

Comments from the Public

There were no comments from members of the public.

ACTION:		ner DiGiovanni moved to approve the FY25 Business Plan; second, ner Beckman.
DIRECTION:	None	
VOTE:	The item wa	as passed unanimously.
	AYES:	Beckman , Bushey, DiGiovanni, Kelly, Sylla
	NAYS:	None
	ABSTAIN:	None

8. Board Meeting Options

01:29:29

GM Dow discussed the various format options for future CMSA Board of Commissioner meetings due to recent Zoom bombing concerns.

The Board discussed the various format options and concerns.

The Board agreed to keep current board meeting format with the exception that the Chair will take on the responsibility of directing the clerk to remove participants from the Zoom

Commissioner DiGiovanni requested the following items be added to the agenda, the location of the meeting, an item number for agenda review/approval added after roll call, and an item number for future agenda items before meeting adjournment.

Commissioner Kelly requested that the roll call and pledge of allegiance be separated into two agenda items.

Board agreed to add the proposed items to the agenda.

Comments from the Public

There were no comments from members of the public.

10. July 2024 Informational Items

01:46:25

ACTION: This item was informational no action was taken.

11. North Bay Watershed Association (NBWA) Report

01:46:46

No report given.

12. Oral Reports by Commissioners

01:47:24

No report given.

13. Oral Reports by General Manager

01:47:30

GM Dow referred to his handout and reported:

- Treatment Plant Manager second interviews.
- Future Marin Airporter relocation for nutrient treatment facility and potential SRSD offices.
- Nutrient Removal Alternative Evaluation Proposals Received .
- Ad hoc SRSD June meeting topics.

14. Next Scheduled Meeting

01:50:07

The Board has scheduled a Regular meeting for Tuesday, August 13, 2024 at 6:00 p.m.

15. Closed Session – Conference with Real Property Negotiators

01:50:14

16. Reconvene in Open Session

02:01:13

No action taken in closed session.

Chair Kelly adjourned the meeting at 8:05 p.m.

Respectfully submitted,

Tiffany Elam, Recording Secretary

Dean DiGiovanni, Secretary

			Book	Market	%	Budget / Proj
Description	Account Type		Value	Value (1)	Portfolio	Year End
Cash and Investments:						
WestAmerica Bank (See Schedule 1 for Account Activity)	Operating Acct	s	1,444,947.30 \$	1,444,947.30		
US Bank 2015 & 2020 Revenue Bonds (Restricted)	Debt Serv Acct		1,304.96	1,304.96		
US Bank 2022 Pension Oblig Bonds (Restricted)	Debt Serv Acct		53.48	53.48		
Keenan Benefit Trust (Restricted)	Pension Stab Trust		925,635.89	925,635.89		
CAMP Cash Reserve Pool: 5.43%	Investment Acct		421,824.61	421,824.61		
Local Agency Investment Fund (LAIF): 4.516%	Investment Acct		19,200,874.84	19,200,874.84		
Total cash and investments		s o	21,994,641.08 \$	21,994,641.08	100.0%	
Designations of Cash and Investments:						
Current Operating Fund (2)			i.	i)	%0.0	
Debt Service Accounts (Restricted)			1,358.44	1,358.44	0.0%	
Employee Benefit Trust (Restricted)			925,635.89	925,635.89	4.2%	
Capital Reserves (Restricted) (3) - See Schedule 2			1,351,161.83	1,351,161.83	6.1%	1,125,100
Operating Reserve (Unrestricted) (4)			4,028,639.76	4,028,639.76	18.3%	4,302,500
Capital Reserves (Unrestricted) (5) - See Schedule 2			15,187,845.16	15,187,845.16	69.1%	8,030,010
Contingency and Emergency Reserve (Unrestricted)			500,000.00	500,000.00	2.3%	200,000
Total designations of cash and investments		w	21,994,641.08 \$	21,994,641.08	100.0%	
NOTES:						
(1) Market values are per the fiscal agent's respective monthly s	statements	(4) 0	(4) Operating reserves calculated at 25% operating budget	ulated at 25% operati	ing budget	
(2) Current operating fund is the residual of the other designations	suc	(5) In	(5) Includes capital fee			

Statement of Compliance

(3) Includes capacity charges and debt service coverage

authorized investments, and 53646, investments policy. In addition, the Agency does have the financial ability to meet its cash flow requirements for the The above portfolio of investments is in compliance with the Agency's investments policy, adopted annually, and California Code Section 53601, next six months.

Corey Spray, CPA

Administrative Services Manager

Central Marin Sanitation Agency Schedule 1 - Operating Account Activity Schedule For the Month of July 2024

Beginning Balance at July 1, 2024 Cash Receipts (Deposits into Westamerica):	\$ 1,904,809.77
Transfers from LAIF	\$ 1,500,000.00
JPA Service Charges (FY25 Q1: SD#2) Debt Service Charges (FY25 1st payment: SD#2) Capacity Charges: (RVSD: 1 SFD, 253 FU; SD#2: 20 FU) Permit and Inspection Fees Revenue from Septage Haulers & RVs Revenue from Organic Waste Programs SD#2 Operations & Maintenance Contract (FY24 May) SQSP Wastewater Services Contract (FY24 February & April) SQ Village Operations & Maintenance Contract (FY24 May & June) Marin Airporter Property Use (FY25 July) Interest Income: Westameric Bank Sweep Account CalCARD employee reimbursement, Bank reconciliation period posting adjustment ACH returned: account closed	370,575.00 583,614.59 139,948.33 4,501.49 20,236.17 18,115.40 21,276.17 272,344.18 9,474.67 6,125.25 1,595.57 85.15 287.02 167.79
Total Cash Receipts	\$ 2,950,698.78
Cash Disbursements (Withdrawals from Westamerica):	
July 2024 Operating account disbursements register (see Schedule 1a) Regular Payroll paid 07/12/24 Regular Payroll paid 07/26/24 Board compensation reported as full stipend on Disbursement Register (paid July payroll) Transfers to EFTPS Federal Payroll Taxes (07/12, 07/26) IRS Affordable Health Care Act fee imposed on Nationwide PEHP Post Employment Health Plan Bank and Credit Card Fees	\$ 2,915,385.24 215,280.34 176,989.42 (2,925.00) 105,112.07 80.50 638.68
Total Cash Disbursements	\$ 3,410,561.25
Ending balance at July 31, 2024	\$ 1,444,947.30

Number Date	Vendor/Payee	Amount	Description
2025529 06/30/2024			Last check from prior month's register
2025530 07/1/2024	Byron Jones		Reimbursement for retiree health benefits
2025531 07/01/2024			Reimbursement for retiree health benefits
2025532 07/03/2024			Dental replenishmentment and monthly fee, July 2024
2025533 07/03/2024			Employee Assistance Program, July 2024
2025534 07/05/2024			Biosolids hauling, May 2024
2025535 07/05/2024			Sodium hypochlorite (1 delivery)
2025536 07/05/2024			Ferric chloride (1 delivery)
2025537 07/05/2024	Lendy Gomez		Chemical tank, 2 signs
2025538 07/05/2024			Biosolids beneficial reuse fee, May 2024
2025539 07/05/2024	Marin Sanitary Service - 0004321		Recycling disposal, May 2024
2025540 07/05/2024	Marin Sanitary Service - 0027511	3,032.49	Grit box, May 2024
2025541 07/05/2024	McInerney & Dillon, P.C.	495.00	Legal services: Contract Law, May 2024
2025542 07/05/2024	Medical Center of Marin	215.00	Pre-employment testing (1 new employee)
2025543 07/05/2024		5,942.36	NPDES chronic toxicity testing
2025544 07/05/2024	Polydyne, Inc.	95,928.44	Clarifloc polymer (2 deliveries)
2025545 07/05/2024	United initiators Canada Ltd.	27,754.30	Hydrogen peroxide (2 deliveries)
2025546 07/05/2024		_	Sodium bisulfite (1 delivery)
2025548 07/09/2024		31,830.00	Install hot water pipe insulation
2025549 07/09/2024			Prof Svcs: Design - Centrifuge Replacement Project, May 3, 2024
2025550 07/09/2024			H2S scrubber media removal and replacement
2025551 07/09/2024			Storage server
2025552 07/09/2024			Polymer activation system
2025553 07/09/2024	<u> </u>		Biotower odor mister filters
2025554 07/09/2024			Gym bags for wellness initiative
2025555 07/09/2024		_	Prof Svcs: Cathodic protection survey for pond inlet
2025556 07/09/2024			Andersen Dr. Hillside repairs (final payment)
2025557 07/09/2024			Flights for primary clarifier #1 rehab project
2025558 07/09/2024			ORWF suction pump
2025559 07/09/2024			Scaffolding for SQ pump station project
2025560-562 07/09/2024			GFOA Budget award for FY 24/25
2025563 07/10/2024			Prof Svcs: Design - Centrifuge Replacement Project, May 31, 2024
2023303 07/10/2024	Black & Veaterr	23,300.30	Diesel exhaust fluid for Jenbacher emissions control systems and oil for
2025564 07/10/2024	Flyers Energy LLC	12,208.20	
2025565 07/10/2024	Frank A. Olsan Ca	15 172 77	effluent pump station
2025566 07/10/2024			Piping, valves and expansion coupling for OWRF mixing pumps
			Recruitment for treatment plant manager (payment 1 of 4)
2025567 07/10/2024			Sodium hypochlorite (1 delivery)
2025568 07/10/2024			Ferric chloride (1 delivery)
2025569 07/10/2024			Electricity service, 5/15-6/12/2024 (2 Invoices)
2025570 07/10/2024	Regional Monitoring Program		Annual participant fee for Regional Monitoring Program
2025571 07/10/2024			Sewer pipes and wet well cleaning at San Quentin Village
2025572 07/10/2024			Sodium bisulfite (1 delivery)
2025573 07/12/2024			Garnishment for PPE 7/6/2024
2025574 07/11/2024			Employee Per Diem: CWEA conference
2025575 07/11/2024	AT&T Corp	187.83	Monthly fiber internet, June 2024
2025576 07/11/2024	Dee Consultants LLC	5,500.55	Prof Svcs: CM support, Pavement Repair project, June 2024 (payment
		,	#2)
2025577 07/11/2024	<u> </u>		Employee per diem: Nexgen seminar
2025578 07/11/2024			Tires for F-150 trucks
2025579 07/11/2024			Employee Exp Reimb: Safety boots
2025580 07/11/2024			Employee Exp Reimb: safety glasses
2025581 07/11/2024	Lystek International LTD	9,361.64	Biosolids beneficial reuse fee, June 2024
2025582 07/11/2024	Miller Pacific	7,698.28	Prof Svcs: Contruction inspections for Andersen hillside slope repairs
		,	(June 2024 final payment)
2025583 07/11/2024	Waste Management	11,017.48	Biosolids disposal, June 2024
2025584	VOID		
2025585 07/15/2024			Catch basin insert for drains
2025586 07/15/2024			DI water tank rental (1 invoice)
2025587 07/15/2024	Fastenal Company	165.19	HVAC filters
2025588 07/15/2024	Hach Company	8 652 60	Chemicals, disposable bottles, chemical electrode solvents (4 invoices)
2025500 07/15/2024	Tracif Company	0,032.09	enermears, disposable bottles, chemical electrode solvents (4 invoices)
2025589 07/15/2024	Idexx Distribution Inc	1,928.02	Chemicals and testing supplies for Laboratory, June 2024

Number Date	Vendor/Payee	Amount	Description
2025590 07/15/2024	Medical Center of Marin	242.00	Pre-employment testing (1 new employee)
2025591 07/15/2024	Metrohm USA, Inc		Propylene vials for laboratory supplies
2025592 07/15/2024	Motion Industries, Inc.		Plant pump gear box
2025593 07/15/2024	National Safety Council		Annual membership for 43 employees
2025594 07/15/2024	Northern Tool & Equipment		Cantilever safety gate for OWRF hatch
2025595 07/15/2024	Rubenstein Supply Co.		Plumbing supplies
2025596 07/15/2024	Safety-kleen Systems, Inc		Hazardous waste disposal
2025597 07/15/2024	Spurr		Natural gas supply, May 2024
2025598 07/15/2024	Sta-Clean Services Inc		Janitorial service, June 2024
2025599 07/15/2024	Water Components & Bldg. Supp.		Piping and valve supplies
2025600 07/16/2024	A and S Landscape Materials, Inc		Groundskeeping supplies
2025601 07/16/2024	Airgas USA, LLC		Propane
2025602 07/16/2024	BWS Distributors, Inc.		Calibration gas
2025603 07/16/2024	Environmental.com		Lab supplies
	Forster & Kroeger Landscape		·
2025604 07/16/2024	Maintenance	6,000.00	V-Ditch hillside maintenance contract, payment #6 (final payment)
2025605 07/16/2024	Graybar	421.75	Level transmitter
2025606 07/16/2024	Linde Gas and Equipment		Propane
2025607 07/16/2024	Marin Resource Recovery Center		Trash disposal
2025608 07/16/2024	Marin Water		Water service (4 invoices), 4/10-6/09/2023
2025609 07/16/2024	PG&E		Renewable energy expansion, June 2024
2025610 07/16/2024	Reinholdt Engineering Construction		Monthly underground storage tanks inspection
2025611 07/16/2024	Western Exterminator Co.,Inc.		Pest control
2025612 07/16/2024	Automation Direct Co., Inc.		Electrical cables
2025613 07/16/2024	Fastenal Company	839.87	Maintenance vending machine replenishment, May 2024
2025614 07/16/2024	Gallagher Benefit Svcs Inc.		Recruitment for Lab Analyst, (final payment)
2025615 07/16/2024	Give Me Five LLC		Public Ed Program: 1000 pieces reversible mouse (Note B)
2025616 07/16/2024	Harrington Industrial Plastics		PVC piping , , ,
2025617 07/16/2024	Industrial Heat Tech Inc		Gasket for Waukesha heat exchanger
2025618 07/16/2024	JDH Corrosion Consultants,Inc.		Prof Scvs: Expansion joint assessment, (final payment)
2025619 07/16/2024	Milton S Frank Co. Inc.	1,975.11	Spare seal for hot water pump
2025620 07/16/2024	RM Automation Inc		Replacement temperature sensor
2025621 07/16/2024	Uline	1,251.60	Electrical equipment storage
2025622 07/16/2024	Unison Solutions	11,420.58	Siloxane removal (1 invoice)
2025623 07/16/2024	Voyten Electric & Electronics	4,732.72	Electrical breakers evaluated and repaired
2025624 07/17/2024	Autonomy Technology Inc	2,265.37	Electrical supply for load bank conductors
2025625 07/17/2024	Bay City Equipment Insustries	910.35	Preventative maintenance on generator
2025626 07/17/2024	Collicutt Energy	5,934.22	Replacement air starter and connection tube for waukesha and
2025627 07/17/2024	Dee Consultants LLC	2 014 00	cummins generators Prof Svcs: Primary clarifier no. 1 project, June 2024 (Payment #3)
202302/01/11/2024	Dee Consultants LLC	3,014.00	Prof Svcs: Primary clarifler no. 1 project, June 2024 (Payment #3) Prof Svcs: Primary clarifler concrete structure and piping project and
2025628 07/17/2024	JDH Corrosion Consultants,Inc.	10,112.50	Polymer storage tank assessment (final payment)
2025629 07/17/2024	CSRMA	172 900 00	WC insurance premium
2023023 07/17/2024	CSINIVIA	1/2,000.00	we manage premium
2025630 07/17/2024	Evoqua Water Tech LLC	45,991.75	Calcium nitrate (1 delivery) (3 invoices) and maintenance (1 invoice)
2025631 07/17/2024	Aleshire & Wynder LLP	684.00	Legal Services: Employment Law, June 2023
2025632 07/17/2024	CSRMA	265,226.41	Property insurance premium and fees
2025633 07/17/2024	Fastenal Company		Maintenance vending machine replenishment, June 2024
2025634 07/17/2024	GSE Construction Company Inc.		Organic waste receiving station hatch widening project (payment #15)
2025635 07/17/2024	Hach Company	356 22	Chlorine chemicals
2025636 07/17/2024	Kone Inc		Elevator monthly maintenance, June 2024
2025637 07/17/2024	MSA Corporate Center		Gas type sensor for compressor and engine room
2025638 07/17/2024	VWR International		Chemical to test bacteria for Laboratory
2025639 07/17/2024	Blake Petersen		Employee Exp Reimb: safety glasses
2025640 07/17/2024	Brian Carr	231.00	Employee Exp Reimb: safety glasses and employee overtime meal reimb 4th of July holiday
2025641 07/17/2024	Dow, Jason	301.00	Employee per diem: CASA, Monterey conference
2025642 07/17/2024	Eromosele J Esoimeme		Employee overtime time meal reimbursement for 4th of July holiday
2025643 07/17/2024	Kyle B Carbajal	13.00	Employee overtime time meal reimbursement for 4th of July holiday

Number	Date	Vendor/Payee	Amount	Description
2025644	07/17/2024	Mary Jo Ramey	58.00	Employee overtime time meal reimbursement for 4th of July holiday
2025645	07/18/2024	A and S Landscape Materials, Inc	974.70	Groundskeeping supplies
	07/18/2024	Atmospheric Analysis		Biogas siloxanes analysis
	07/18/2024	Black & Veatch		Prof Svcs: Design - Centrifuge Replacement Project, June 2024
	07/18/2024	Comcast		Internet service back-up, 7/4/24-8/3/24
	07/18/2024	Enthalpy Analytical, LLC		PCB monitoring for Laboratory
				Construction - Liquid Organic Waste Storage and Biogas Treatment
2025650	07/18/2024	GHD Inc	6,992.74	Project, June 2024 (Payment #11)
2025651	07/18/2024	Give Me Five LLC	981.21	Public Ed Program: 8' display with agency logos (Note B)
	07/18/2024	Grainger		Pump chain, and maintenance supplies, April through June 2024
	07/18/2024	GSE Construction Company Inc.	16,600.00	Removal of corroded angle iron and recoat flashing on headworks grit
		. ,		gates
	07/18/2024	Home Depot Credit Services		Cabinet keys, screws, 1 gal roundup
	07/18/2024	Jackson's Hardware		Boots and maintenance supplies
	07/18/2024	Marin Color Service		Paint and painting supplies
	07/18/2024	McInerney & Dillon, P.C.		Legal services: Contract Law, June 2023
	07/18/2024	McMaster-Carr Supply Co.		Maintenance and custodial supplies
	07/18/2024	Misco Water	'	Vertical chemical tank
2025660	07/18/2024	Motion Industries, Inc.	1,767.34	Split sleeve bank clamp for primary clarifier rehabilitation
2025661	07/18/2024	Northeast-Western	58,079.15	Jenbacher preventive maintenance: coolant, oil (2 invoices) and Siloxane
			·	deposits removal, June 2024 (1 invoice)
	07/18/2024	Platt	2,824.98	Electrical equipment and tools, April through June 2023
	07/18/2024	Progent Corporation		IT support, July 2024
2025664	07/18/2024	Rock Steady Juggling	500.00	Public Ed Program: Presentation for one school (Note B)
	07/18/2024	Shamrock Building Materials		Propane
2025666	07/18/2024	Univar USA Inc		Sodium bisulfite (1 delivery)
	07/19/2024	Alliant Insurance Services		Insurance coverage renewal for commercial crime and equipment
	07/19/2024	Bay Area Air Quality		Renewal fee for Jenbacher ATC extension
2025669	07/19/2024	Claremont EAP		Employee Assistance Program, July 2024
2025670	07/19/2024	Denali Water Solutions	7,839.85	Biosolids hauling, June 2024
2025671	07/19/2024	Diamond Tire Center	415.15	Tires for Yamaha carts
2025672	07/19/2024	GSE Construction Company Inc.	158,887.50	Construction - Primary Clarifier No. 1 Rehabilitation Project (payment#1)
2025673	07/19/2024	Khan, Anita	36.00	Wellness training CMSA, mileage
	07/19/2024	Marin Resource Recovery Center		Trash disposal
	07/19/2024	Marin Sanitary Service - 0004321		Recycling disposal, July 2024
	07/19/2024	Marin Sanitary Service - 0027511		Grit box, June 2024
	07/19/2024	MSDSonline Inc		Online subscription for FY 24-25
	07/19/2024	PG&E		Renewable energy expansion, July 2024
	07/19/2024	Univar USA Inc		Sodium bisulfite (1 delivery)
	07/19/2024	Wells Fargo Vendor		Lease payment for 3 printers, 7/20-8/19/2024
				Sodium hypochlorite (1 delivery)
	07/24/2024	Hasa Inc. Vestis		
	07/24/2024	California State Disbursement		Uniform service, April 2024 Garnishment for PPE 7/6/2024
	07/26/2024		1	
	07/29/2024	Anchor Scientific Inc		Floats for pump station
	07/29/2024	Automation Direct Co., Inc.		Electrical equipment for Jenbacher tank
	07/29/2024	BWS Distributors, Inc.		Electrical equipment for O2 sensor gas monitor
	07/29/2024	Cal-Card		State of California purchase card for June-July 2024
	07/29/2024	Finton, Chris		Employee Exp Reimb: Agency appreciation BBQ
	07/29/2024	Gallagher Benefit Svcs Inc.		Recruitment for treatment plant manager (payment #2)
	07/29/2024	Instrumart		Electrical equipment for primary clarifier 6 and 7
	07/29/2024	Konecranes, Inc.		Elevator monthly maintenance, July 2024
	07/29/2024	Linde Gas and Equipment		Propane
	07/29/2024	Mary Jo Ramey	_	Employee Exp Reimb: Ice for fair booth (partial split payment)
	07/29/2024	Underground Service Alert		2024 membership fee
	07/29/2024	Western Exterminator Co, Inc.		Pest control, July 2024
1	07/30/2024	27 employees	2,500.00	Safety and Wellness award for FY 24
2025696-722				
2025723	07/30/2024	Blake Petersen Dillon Rhoten	221.00	Employee Per Diem: Testo 350 seminar Employee Exp Reimb: CWEA grade 1 certificate

Number	Date	Vendor/Payee	Amount	Description
2025725	07/30/2024	Roy's Sewer Service, Inc.	10,800.00	SD#2 Sewer wet well cleaning service
2025726	07/30/2024	TPC Training	4,285.00	Arc flash electrical safety NFPA training (Note B)
2025727	07/30/2024	Evoqua Water Tech LLC	30,206.27	Calcium nitrate (1 delivery) (2 invoices)
2025728	07/30/2024	Fisher Scientific	1,959.13	Optical DO probe
2025729	07/30/2024	Flyers Energy LLC	2,979.29	Oil for Waukesha cogen
2025730	07/30/2024	Gallagher Benefit Svcs Inc.	5,000.00	Recruitment for Operator-in-training, Operator I,II, III (payment #2)
2025731	07/30/2024	Metrohm USA, Inc	1,345.62	Vials for laboratory supplies
2025732	07/30/2024	Pacific EcoRisk	4,165.00	Species screening for Laboratory
2025733	07/30/2024	Spurr	2,485.81	Natural gas supply, June 2024
2025724	07/00/0004		444 554 74	Construction - Partial retention release, Liquid Organic Waste Storage
2025/34	07/30/2024	GSE Construction Company Inc.	111,554.74	and Biogas Treatment project (payment #1)
2025735	07/31/2024	Always Paving Inc.	257,787.25	Re-print for check placed on stop payment Check 2025584
2025736	07/31/2024	Caltest Analytical Laboratory	9,100.05	NPDES Permit sample analyses, February through June 2024
2025737	07/31/2024	BWS Distributors, Inc.	286.43	Calibration gas
2025738	07/31/2024	Fisher Scientific	921.33	Lab testing and supplies, May through June 2024
2025739	07/31/2024	Forster & Kroeger Landscape Maintenance	14,600.00	Andersen Drive landscape maintenance contract (final)
2025740	07/31/2024	Institute of Business	265.01	Publication subcripting for Safety Alerts, split cost (Note B)
2025741	07/31/2024	Marin Resource Recovery Center	150.00	Trash disposal
2025742	07/31/2024	Northeast-Western	9,649.72	Jenbacher preventive maintenance (2 invoices)
2025743	07/31/2024	PG&E	12,244.57	Electricity service, 6/13-7/14/2024 (2 Invoices)
2025744	07/31/2024	Spurr	9,458.17	Natural gas supply, May 2024
2025745	07/31/2024	UBEO Business Services	1,381.09	Usage payment for three printer/copiers, 4/17-7/16/2024
		TOTAL - CHECKS	2,208,861.34	

Payments by ACH:

Date	Vendor/Payee	Amount	Description
7/1/2024	RET	10,341.90	Reimbursement for retiree health benefits
7/1/2024	CALPMD	95,037.65	Medical Insurance for July 2024
7/2/2024	Lincoln	3,111.41	Life insurance for July 2024 Billing period
7/1/2024	VSP	1,853.01	Vision insurance
7/16/2024	California Department of Tax and Fee Administration	2,276.26	Sales tax for chemicals purchased from Canada
7/1/2024	CALPERS	2,896.40	Classic and PEPRA survivor billing for FY24
7/12/2024	CALPERS PPE 07/08/23	50,501.15	Retirement pension contribution: Agency and employees, PPE 07/06/2024 (Note C)
7/26/2024	CALPERS PPE 07/22/23	49,665.16	Retirement pension contribution: Agency and employees, PPE 07/20/2024 (Note C)
7/17/2024	CALPERS	218,098.00	ER Classic Contribution, Annual Unfunded Accrued Liability
7/14/2024	CALPERS	8,537.00	ER PEPRA Contribution, Annual Unfunded Accrued Liability
7/12/2024	Mission Square PPE 07/08/23	1,550.00	Deferred compensation contributions, PPE 07/06/2024 (Note A)
7/26/2024	Mission Square PPE 07/22/23	1,550.00	Deferred compensation contributions, PPE 07/20/2024 (Note A)
7/2/2024	Navia Fee	400.00	Monthly Fee, May and June 2024
7/12/2024	Navia PPE 07/08/24	898.09	Flexible spending account, PPE 07/06/2024
7/26/2024	Navia PPE 07/22/24	898.09	Flexible spending account, PPE 07/20/2024
7/12/2024	NRS PPE 07/08/24	38,103.67	Deferred compensation contributions, PPE 07/06/2024 (Note A)
7/26/2024	NRS PPE 07/22/24	26,433.50	Deferred compensation contributions, PPE 07/20/2024 (Note A)
7/12/2024	Pars PPE 07/08/24	681.96	Retirement pension contribution: Part-time employees, PPE 07/06/2024 & Board meeting (Note C)
7/26/2024	Pars PPE 07/22/24	867.26	Retirement pension contribution: Part-time employees, PPE 07/20/2024 & Board meeting (Note C)
7/12/2024	SEIU PPE 07/08/23	1,140.35	Union dues, PPE 07/06/2024
7/26/2024	SEIU PPE 06/10/2023	1,140.35	Union dues, PPE 07/20/2024
7/12/2024	State 07/06/23	22,979.46	State and SDI Taxes, PPE 07/06/2024
	State 07/22/23	16,647.54	State and SDI Taxes, PPE 07/20/2024
7/9/2024	Autoworld	43,948.60	Agency Jeep vehicle Trade-in
7/10/2024	Caralla	26 176 00	Prof Svcs: Design - Grit Classifiers Replacement Project, May 2024 (payment #8), direct portable reuse regulatory update (payment #2),
//10/2024	Carollo	30,176.00	and Headworks 3D scanning (payment #1) (3 invoices)

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Date	Vendor/Payee	Amount	Description
			Prof Svcs: Design - Grit Classifiers Replacement Project (payment #9)
7/16/2024	7/16/2024 Carollo		and technical support for plant electrical projects, June 2024 (payment
			#5) (2 invoices)
7/17/2024	Carollo	23,021.34	Prof Svcs: Headworks 3D scanning (payment #2)
7/22/2024	IEDA	994.52	Labor relations consulting for July, 2024
7/26/2024	IEDA	960.89	Labor relations consulting for June, 2024
7/26/2024	Dean GiGiovanni	301.00	CASA Conference per deim
7/22/2024	Nitel	1,486.21	Primary telephone and internet service, July 2024
7/15/2024	Tyler	11.25	Insite transaction fee
7/10/2024	AMAZON	2,163.13	Office supplies and computer equipment, June 2024
7/15/2024	AMAZON	763.50	Office supplies and computer equipment, May 2024
	TOTAL - ACH	703,598.90	

Board Member Compensation:

Date	Vendor/Payee	Amount	Description
7/26/2024	Eli Beckman	675.00	Stipend for 7/9/2024 Board Meeting, 6/27/2024 & 7/18/2024 Ad Hoc
7/20/2024	Eli Beckillali	073.00	Committee
7/26/2024	Doug Kelly	225.00	Stipend for 7/9/2024 Board meeting
7/26/2024	Tom Gaffney	450.00	Stipend for 6/27/2024 and 7/18/2024 Ad Hoc Committee
7/26/2024	Dean DiGiovanni		Stipend for 7/9/2024 Board Meeting, 6/27/2024 & 7/18/2024 Ad Hoc
7/20/2024			Committee, and Winter 2024 CASA Conference
7/26/2024	Maribeth Bushey	225.00	Stipend for 7/9/2024 Board Meeting
7/26/2024	Mary Sylla	225.00	Stipend for 7/9/2024 Board Meeting

TOTAL - BOARD MEMBER COMPENSATION	3,150.00	

GRAND TOTAL	2,915,610.24
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Notes:

A: Not an Agency Expense. Expense funded through Payroll deduction.

B: Not an Agency Expense. CMSA will be reimbursed for this expense.

 $\hbox{C: CMSA is partially reimbursed for this expense per Employee Labor Agreements.}\\$

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CENTRAL MARIN SANITATION AGENCY SCHEDULE 2 - CAPITAL RESERVES ACTIVITY SCHEDULE

Year-to-Date as of the Month Ended July 31, 2024

Restricted Capital Reserves Sources and Uses	Monthly Amounts Received (Used)		YTD Amounts Received (Used)
Capacity charges revenue	\$ 139,948	\$	139,948
Debt coverage collection revenue	129,456		129,456
Total restricted capital reserve funding sources	269,405		269,405
Capacity charges usage for capital (1st) Debt coverage usage for capital (2nd)	(43,495) -		(43,495) -
Total restricted capital reserve uses	(43,495)		(43,495)
Net change			225,910
Balance - beg of year		_	1,125,252
Balance - end of month/year		<u>\$</u>	1,351,162
Unrestricted Capital Reserves Sources and Uses			
Capital fee revenue	\$ 39,388	\$	39,388
Cal Recycle grant proceeds received	-		-
Unrestricted operating-reserve-transfer-in	-		-
Total unrestricted capital reserve funding sources	39,388		39,388
Capital fee usage to fund CIP (3rd)	-		-
Unrestricted capital reserve draw (4th)	-		-
Total unrestricted capital reserve uses	_		
Net change			39,388
Balance - beg of year			15,148,458
Balance - end of month/year		\$	15,187,845
Total capital reserve balances		\$	16,539,007
Total approved CIP budget		\$	10,108,700
Total CIP funded from capital reserve sources			(43,495)
Total approved capital budget remaining		\$	10,065,205

BOARD MEMORANDUM

August 8, 2024

To: CMSA Commissioners and Alternates

From: Chris Finton, Treatment Plant Manager

Approved: Jason Dow, General Manager

Subject: July 2024 NPDES Permit Compliance, Treatment Process, and Maintenance Activities

Report

Recommendation: Accept the July 2024 NPDES Permit Compliance, Treatment Process, and Maintenance Activities Report.

I. NPDES Permit Compliance

Our NPDES permit testing for July showed the CMSA treatment plant effluent was in compliance with all permit limits. The Monthly Compliance Summary Table shows the results by permitted parameter, the sample's frequency, the sample results, and the permit limit. CMSA's NPDES permit specifies monitoring the six-week rolling geometric mean of enterococcus bacteria which shall be calculated weekly. The rolling enterococcus geometric mean was 5.8 MPN, which is significantly lower than our permit limit of 255 MPN. The average ammonia concentration for the month was 43.7 mg/L, which is less than CMSA's monthly limit of 60 mg/L.

II. Influent and Effluent Flows

Despite San Rafael breaking a new heat record, 103°F on July 2, central Marin County still remained one of the cooler locations in California with average daytime highs of 79.6°F. There were no wet weather events reported by the Agency's on-site rain gauge, and the treatment plant recorded zero blend events. Table 1 categorizes CMSA's daily influent and effluent flow, and Table 2 denotes the CMSA treatment plant and each satellite collection agency's daily average and total monthly influent flows for July 2024.

Table 1: CMSA Influent and Effluent Flow Summary

Flow Location	Daily Maximum	Hourly Maximum	5 Minute Maximum	Daily Average
Influent	9.0 MG	11.7 MG	20.2 MG	8.5 MGD
Effluent	6.6 MG	11.1 MG	13.4 MG	6.3 MGD

Table 2: Satellite Collection Agency and Total Flow Summary

Flow Type	SRSD	RVSD	San Quentin	SD2	CMSA Totals
Average Daily (MGD)	3.3 MGD	3.5 MGD	0.64 MGD	1.1 MGD	8.5 MGD
Total for Month (MG)	103.6 MG	108.7 MG	19.9 MG	32.2 MG	264.4 MG
Percent of Flow	39.2%	41.1%	7.5%	12.2%	100%

III. Treatment Process

The treatment plant is currently operating in dry weather mode. Operations continues to assist with annual preventative maintenance. On July 1, the emergency sodium bisulfite system was temporarily removed from service to allow maintenance to repair a leaking airline. On July 2, staff locked out the Jenbacher cogeneration system to allow for the repair of a leaking water pump, and operated the Waukesha system until repairs were made. On July 9, the San Rafael influent screen was locked and tagged out for annual preventative maintenance and will remain offline until needed. Periodically throughout the month, Operations has been assisting Technical Services with collecting additional hydrogen sulfide samples from the collection system, specifically profiling sulfide generation in the Ross Valley Interceptor from the San Quentin junction box to CMSA's Headworks. On July 24, the Jenbacher experienced an ignition camshaft sensor failure and Operations again placed the Waukesha into service until replacement parts were installed on July 26. On July 29, one of the two secondary system's tank drain pumps was locked and tagged out, and then removed and replaced by the maintenance staff.

The Mixed Liquor Suspended Solids inventory averaged 739 mg/l in June, a 13.3% decrease in inventory from last month. This decrease aligns with a process control decision based on treatment process needs.

Graph #3 shows the enterococcus MPN, which represents the effectiveness of the disinfection system's performance. The enterococcus rolling average in July was 5.8 MPN/100mL, well below the Agency KPI average of 35 MPN and well below the permit limit of 255 MPN.

Graph #4 shows the Total Suspended Solids (TSS), which is a good indicator of the effluent quality. The TSS monthly average in July was 5.6 mg/l, which is 37.3% of our KPI of 15 mg/l and 18.7% of our permit's monthly average limit of 30 mg/l.

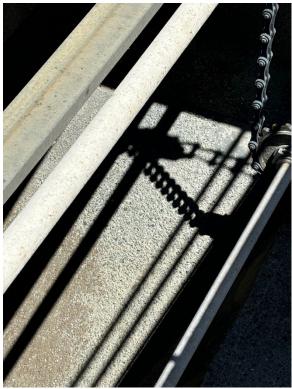
IV. Maintenance Activities

The cogeneration systems produced approximately 98% of the Agency's power in July, and MCE supplied the balance, as depicted on Graph #8.

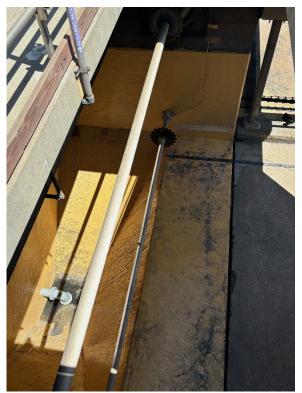
Most of July's work activities were spent performing process tank and equipment annual preventative maintenance. Technicians replaced a leaking pressure release valve on top of boiler No. 2, replaced a gear reducer on sludge grinder No. 2, replaced a damaged and leaking skylight at the San Quentin Prison pump station, replaced damaged privacy screen at the San Quentin Village pump station, installed level monitoring equipment into primary clarifiers Nos. 1 through 5, repaired an electrical short in the sludge collector on secondary clarifier No. 3, replaced a bad float switch on a secondary system scum pump, replaced a flow switch on the HVAC system in the Administration building, and verified the ethernet connection between both rotary drum thickeners and CMSA SCADA. The utility staff performed some after hour carpet cleaning in both the Administration and Maintenance Buildings and completed a significant amount of landscaping cleanup between the biotowers and aeration tanks.

Attachment:

- July 2024 NPDES Permit Compliance, Treatment Process, and Maintenance Activities Report



Exposed Aggregate in Sludge Hopper



Repaired and Coated Sudge Hopper



Installing New Flights and Chain in Primary Clarifer No. 1

Primary Clarifier No. 1 Rehabilitation Work

Monthly Compliance Summary Table Central Marin Sanitation Agency February, 2024

Final Effluent Monitoring

		NPDES	CMSA			
Parameter	Limit Type	Monitoring	Monitoring	Results	Units	Limit
		Frequency	Frequency			
Carbonaceous Biochemical	Weekly Average	1/Week	3/Week	7.0	mg/L	Maximum 40
Oxygen Demand (cBOD)	Monthly Average	1/Week	3/Week	6.6	mg/L	Maximum 25
cBOD Removal	Monthly Average	1/Week	3/Week	94	%	Minimum 85
Total Cusponded Calids (TCC)	Weekly Average	2/Week	3/Week	13.3	mg/L	Maximum 45
Total Suspended Solids (TSS)	Monthly Average	2/Week	3/Week	8.8	mg/L	Maximum 30
TSS Removal	Monthly Average	2/Week	3/Week	94	%	Minimum 85
Chlorine Residual	Hourly Average Maximum	Continuous	Continuous	ND	mg/L	Maximum 0.56
A	Monthly Average	2/Month	1/Week	15.5	mg/L	Maximum 60
Ammonia	Daily Maximum	2/Month	1/Week	22.1	mg/L	Maximum 120
11	Instantaneous Minimum	Continuous	Continuous	6.4	SU	Minimum 6
рН	Instantaneous Maximum	Continuous	Continuous	7.4	SU	Maximum 9
	Bac	teriological Ana	lysis			
Entorococcus	6-Week Geomean	2/Week	3/Week	3.6	MPN/100mL	Maximum 255
Enterococcus	10% Maximum	2/Week	3/Week	8.5	MPN/100mL	Maximum 1,055
		Metals Analysis	s			
Copper	Daily Maximum	Monthly	Monthly	8.3	ug/L	Maximum 84
Сорреі	Monthly Average	Monthly	Monthly	8.3	ug/L	Maximum 48
Cyanide	Daily Maximum	Monthly	Monthly	J1.1	ug/L	Maximum 37
Cyaniue	Monthly Average	Monthly	Monthly	J1.1	ug/L	Maximum 21
	Semiannu	ial and Quarterl	ly Analysis			
	Weekly Average	Quarterly	Quarterly	0.0042	ug/L	Maximum 0.072
Mercury	Monthly Average	Quarterly	Quarterly	0.0042	ug/L	Maximum 0.066
	Annual Load	Quarterly	Quarterly	0.02	kg/yr	Maximum 0.11
	Pass/Fail	Semiannual	Semiannual	*	Pass/Fail	Pass Minimum
Chronic Toxicity	Effect	Semiannual	Semiannual	*	%	50% Maximum
	Survival	Semiannual	Semiannual	*	%	50% Maximum
		Permit Analysis	5			
Diavin TEO Cum	Daily Maximum	1/Permit	1/Permit	*	ug/L	Maximum 2.8E-08
Dioxin - TEQ Sum	Monthly Average	1/Permit	1/Permit	*	ug/L	Maximum 1.4E-08
PCB Aroclor Sum	Sum	1/Permit	1/Permit	*	ug/L	Maximum 0.012

^{*} Monitoring Not Required This Month ND = None Detected X = Data not available at report time J = Detected but not Quantified

Glossary of Terms NPDES Permit Compliance Summary Table

- Ammonia: We analyze the final effluent for ammonia due to its toxicity to aquatic organisms and potential for providing nutrients to algae in the San Francisco Bay. The permit has a maximum daily limit of 110 mg/L and a monthly average limit of 60 mg/L.
- Carbonaceous Biochemical Oxygen Demand (cBOD): The amount of dissolved oxygen needed by
 microorganisms (biomass) to reduce organic material in the effluent. Effluent permit limits require
 removal of 85% influent cBOD, a monthly average of concentration of less than 25 mg/L cBOD and a
 weekly average concentration of less than 40 mg/L.
- **Chlorine Residual:** The secondary effluent is disinfected with hypochlorite (chlorine), and then the residual chlorine is neutralized with sodium bisulfite to protect the Bay environment. The final effluent chlorine residual hourly average limit is 0.56 mg/L, which is monitored continuously.
- **Chronic Bioassay:** A 7-day test of Mysida shrimp's exposure to final effluent in a static renewed tank to determine their survivability. The permit requires that we maintain a less than a 50 percent survival effect.
- **Copper:** Our permit requires monitoring of the final effluent for a variety of different metals and has limits for Copper and Mercury. The Copper monthly average limit is 48 ug/L, and the daily maximum limit is 84 ug/L. The remaining metals are monitored only.
- **Cyanide:** A byproduct of potential source control activities and is also a by-product of the disinfection process, and out permit requires monthly sampling and analysis. The Cyanide monthly average limit is 21 ug/L, and the daily maximum limit is 37 ug/L.
- **Dioxin:** Our permit requires monitoring of 17 dioxin-like compounds once per permit cycle. It has a limit for the weighted sum of these 17 dioxin compounds, referred to as the Dioxin Toxic Equivalency (TEQ). The Dioxin TEQ monthly average limit is 0.014 pg/L and daily maximum limit is 0.028 pg/L.
- Enterococcus: Enterococcus bacteria are the indicator organisms for the determination of the
 effectiveness of the disinfection process. The Enterococcus six-week rolling geometric mean limit is 255
 MPN/100mL and the Enterococcus 10 percent monthly maximum limit is 1,055 MPN/100mL.
- **pH:** pH is a measurement of acidity, with pH 7.0 being neutral and higher pH values being basic and lower pH values being acidic. Our effluent pH must stay within the range of 6.0 to 9.0, which we monitor continuously.
- Mercury: Our permit requires monitoring of the final effluent for a variety of different metals, and has limits for Copper and Mercury The Mercury monthly average limit is 0.066 ug/L, the weekly average limit is 0.072 ug/L, and the annual average loading limit is 0.11 kg/yr. The remaining metals are monitored only.
- Total Suspended Solids (TSS): Measurement of suspended solids in the effluent. Our permit requires removal at least 85% of the influent TSS, and that the effluent limit is less than 45 mg/L as a weekly average and less than 30 mg/L as a monthly average.

EXECUTIVE SUMMARY PROCESS PERFORMANCE DATA <u>July 2024</u>

The removal efficiencies shown are based on the monthly average of the following treatment processes that were in service.

PRIMARY CLARIFIER PERFORMANCE			Expected removal efficiencies as outlined in
Total Suspended Solids (TSS) in:	176.9	mg/l	Metcalf & Eddy Wastewater
TSS out:	96	mg/l	Engineering Manual.
Percent Removal Achieved:	46.0	%	Design 50-70% Removal
Total Biochemical Oxygen Demand (BOD) in:	313.8	mg/l	
BOD out:	173.0	mg/l	
Percent Removal Achieved:	44.9	%	Design 25-40% Removal
Plant Influent Flows:	8.5	MGD	

SECONDARY SYSTEM PERFORMANCE

AERATION TANKS/ACTIVATED SLUDGE

Dissolved Oxygen set point:	2.3	mg/l
MLSS:	739	mg/l
MCRT:	2.2	Days
SVI:	132	

SECONDARY CLARIFIERS

WAS concentration:	6,614	mg/l
TSS out:	17.8	mg/l
Secondary System TSS Removal	81.6	%

FINAL EFFLUENT

Effluent TSS for the month:	5.6	mg/l	(Maximum Limit: 30mg/l)
Week #1 weekly average	4.0	mg/l	(Maximum Limit: 45mg/l)
Week #2 weekly average	6.0	mg/l	II
Week #3 weekly average	5.3	mg/l	II
Week #4 weekly average	7.0	mg/l	II
Week #5 weekly average		mg/l	II
Monthly average TSS removal efficiency through the plant:	97.0	%	(Minimum Limit: 85%)

Effluent CBOD:	3.8	mg/l	(Maximum Limit: 25mg/l)
Week #1 weekly average	3.0	mg/l	(Maximum Limit: 40mg/l)
Week #2 weekly average	3.5	mg/l	п
Week #3 weekly average	4.0	mg/l	п
Week #4 weekly average	4.3	mg/l	II
Week #5 weekly average		mg/l	п
Monthly average CBOD removal efficiency through the plant:	98.0	%	(Minimum Limit: 85%)

Disinfection Dosing Rate:		2.5	mg/l	monthly average
Ammonia Monthly Average:		43.7	mg/l	(Maximum 120)
Enterococcus six-week Geometric Mean:		5.8	MPN	(Maximum 255)
Enterococcus 10% Maximum:		13.5	MPN	(Maximum 1,055 MPN)
Effluent pH for the month:	Min	6.6		(Min 6.0)
	Max	7.4		(Max 9.0)

DIGESTER TREATMENT

Thickened Waste Concentration from the RDT:	6.85 %
Volatile Solids destroyed:	85.5 %
Cubic feet of biogas produced:	8,191,550 (Total) 264,244 (Daily Average)
Temperature of the digesters:	101.8 degrees Fahrenheit

EXECUTIVE SUMMARY PROCESS PERFORMANCE DATA July 2024

The removal efficiencies shown are based on the monthly average of the following treatment processes that were in service.

DEWATERING

Centrifuge feed concentration:	2.4	%
Biosolids concentration:	25.5	%
TSS of the centrate:	136	mg/l
Centrifuge solids capture:	99.49	%
Polymer use per dry ton of biosolids:	17.5	#/dry ton
Polymer feed rate per run:	3.23	gpm
Concentration of the polymer batches:	0.328	%
Sludge feed rate per run:	50.3	gpm

Comments:

Primary clarifier performance, specifically percent removal, did not meet CMSA's KPI of greater than 40% removal this past month. In reviewing process data, staff discovered a significant variance in the data values in the primary effluent channel samples. We are investigating this matter now.

Graph #1:

Depicts the total influent flow (from all collection agencies) entering the treatment plant.

The red graph line represents total influent flows; and the blue bars depict the CMSA rain gauge recordings for the month.

Graph #2:

Depicts individual collection agency flows.

The Y-axis is in the flow range of 0-8 MGD.

Graph #3:

Depicts the enterococcus most probable number (MPN) results which are an indication of the performance of the disinfection system. The enterococcus average for the month was well below the Agency KPI of 35 MPN and permit limit of 255 MPN.

Graph #4:

Depicts the total suspended solids in the effluent.

Our monthly average was 5.6 mg/l versus our KPI of 15 mg/l and permit monthly average limit of 30 mg/l. The effluent suspended solids remained below the Agency KPI for the entire month.

Graph #5:

Depicts the effluent CBOD which is measuring the oxygen demand of the wastewater.

The effluent CBOD average was 3.8 mg/l, below our NPDES limits of 40 mg/l weekly average and 25 mg/l monthly average. The effluent CBOD remained below the Agency KPI of 15mg/l for the entire month.

Graph #6:

Depicts the degree to which the biosolids have been dewatered.

Our biosolids % concentration met or exceeded our KPI of 25% for all but one day out of the month. On July 25, centrifuge No. 2 experienced a hydraulic back drive issue which caused the low solids concentration number and has since been corrected.

Graph #7:

Depicts the amount of biogas that is produced in the digesters, measured by a flow meter, and then used to produce electricity. Biogas production in July averaged 264,244 cubic feet per day, above our monthly KPI of 200,000 cubic feet per day.

Graph #8:

This graph depicts the amount of energy produced through cogeneration versus the energy purchased from MCE for Agency operations, and the green line represents power exported to the grid. CMSA exported 60,181 kW back to the utility grid.

Glossary of Terms Process Performance Data Sheet

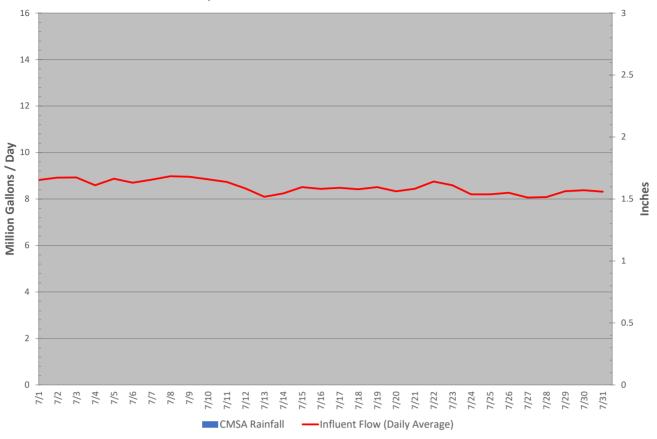
- Aeration Tanks: A biological process that takes place after the biotowers, where biomass (microorganisms) is mixed with the wastewater to feed on dissolved and suspended organic material. High speed blowers are used to provide compressed air to mix the tank contents.
- Anaerobic Digesters: In the anaerobic digestion process, organic material removed in the primary and secondary clarifiers is digested by anaerobic bacteria. The end products are methane, carbon dioxide, water, stabilized organic matter, and some inorganic material.
- **Biosolids:** Anaerobically digested solids that are removed from the two digesters, dewatered, and then beneficially reused. Beneficial reuse may include landfill alternate daily cover (ADC), land application in the summer as a soil amendment and fertilizer, or converted into a liquid fertilizer for agricultural applications.
- **Biotower:** A biological treatment process, occurring after the primary clarifiers and before the aeration tanks, in which the wastewater trickles over a biomass-covered media. The biomass feeds on the dissolved and suspended solids in the wastewater.
- **Centrifuge:** Process equipment used to dewater biosolids prior to beneficial reuse.
- **Cogeneration System:** A system comprised of a dual-fuel engine coupled to an electric generator that is used to produce energy to power the Agency facilities. Fuels the system uses are methane biogas produced in the anaerobic digesters and, when biogas is not available, purchased natural gas. As well as generating electricity, the system supplies heat for plant processes and building heating.
- Chlorine Contact Tanks (CCTs): The final treatment process is disinfection and de-chlorination. The CCTs allow contact time for injected chlorine solution to disinfect the wastewater. Sodium bisulfite, the de-chlorination chemical, is introduced at the end of the CCTs to neutralize any residual chlorine to protect the San Francisco Bay environment.
- Rotary Drum Thickener (RDT): Waste activated sludge removed from the secondary clarifiers is
 thickened in rotary drum thickeners before being transported to the anaerobic digesters. Thickening
 removes some of the sludge's water content, to decrease hydraulic loading to the digesters.
- **Final Effluent:** After all the treatment processes are completed, the final effluent is discharged into to central San Francisco Bay through a 10,000-foot-long deep-water outfall.
- **Mean Cell Residence Time (MCRT):** An expression of the average time that a microorganism will spend in the secondary treatment system.
- Mixed Liquor Suspended Solids (MLSS): The liquid in the aeration tanks is called MLSS and is a combination of water, solids, and microbes. Suspended solids in the MLSS measured in milligrams per liter (mg/l).

- Most Probable Number (MPN): Concentrations, or number of colonies, of total coliform bacteria are
 reported as the "most probable number." The MPN is not the absolute count of the bacteria but a
 statistical estimate of their concentration.
- **Polymer:** Polymer is added to digested sludge prior to dewatering to improve solids coagulation and water separation.
- **Primary Clarifier:** A physical (as opposed to biological) treatment process where solids that settle or float are removed and sent to the digesters for further processing.
- Return Activated Sludge (RAS): The purpose of returning activated sludge (biomass) to the aeration
 tanks is to maintain a sufficient concentration of microbes to consume the wastewater's dissolved
 solids.
- Secondary Clarifiers: Provides settling for the biomass after aeration. Most of the settled biomass is
 returned to the aeration tank as return activated sludge (RAS) and some is sent to the RDT unit as
 waste activated sludge.
- **Sludge Volume Index (SVI):** This is a calculation used to indicate the settling ability of the biomass in the secondary clarifiers.
- Thickened Waste Activated Sludge (TWAS): Waste activated sludge is thickened in the RDTs, and then the TWAS product is pumped to the digester for processing.
- Volatile Solids: Organic content of the wastewater suspended solids.
- Waste Activated Sludge (WAS): Biomass that is removed from the secondary clarifiers pumped to the RDTs for thickening.

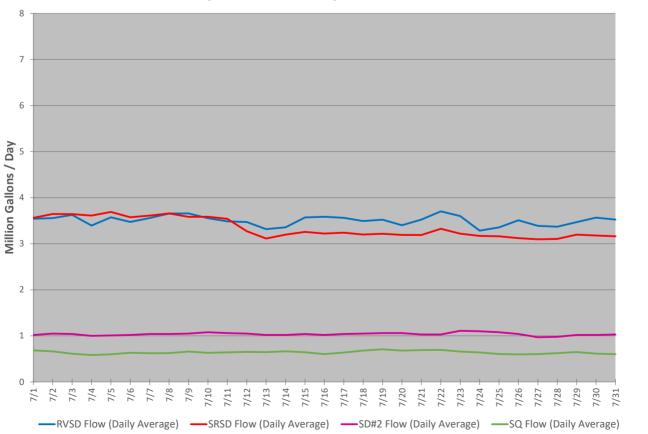
Units of Measurement

- kg/month (Kilograms per Month): 1 kilogram = 2.205 lbs.
- KPI (Key Performance Indicators): The Agency's process performance goals.
- Kwh (Kilowatt Hours): A unit of electric power equal to using 1 Kw for 1 hour.
- Milligrams per Liter (mg/L): A measure of the concentration by weight of a substance per unit volume. For practical purposes, one mg/L is equal to one part per million (ppm).
- MPN/100mL (Most Probable Number per 100 milliliters): Statistical estimate of a number per 100 milliliters of a given solution.
- Percent by Mass (% by mass): A measure of the combined mass of a solute + solvent.
- Percent by Volume (% by vol): A measure of the volume of a solution.
- ug/L (Micrograms per Liter of Solution): Mass per unit volume.

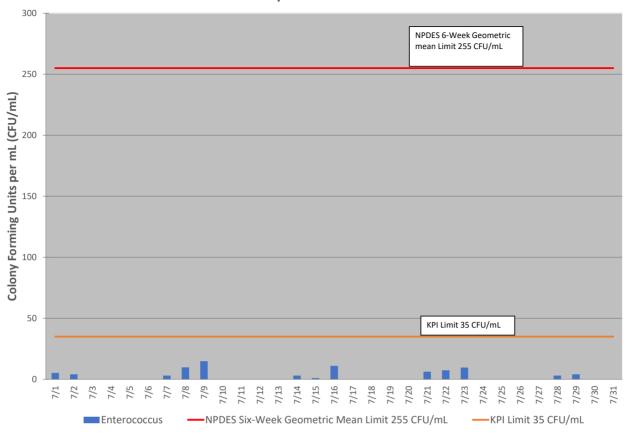
Graph #1: CMSA Influent Flow and Rainfall



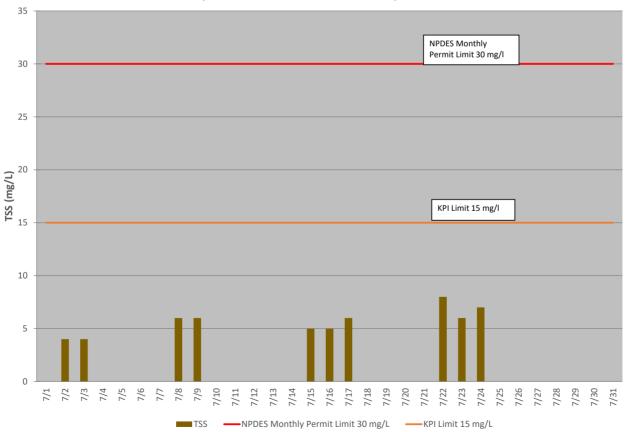
Graph #2: Collection System Influent Flows



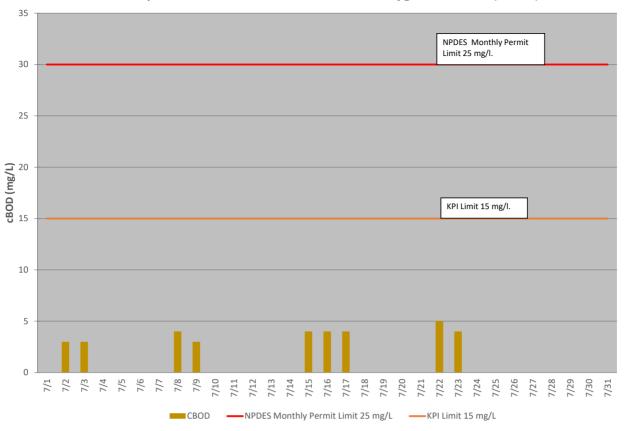
Graph #3: Enterococcus



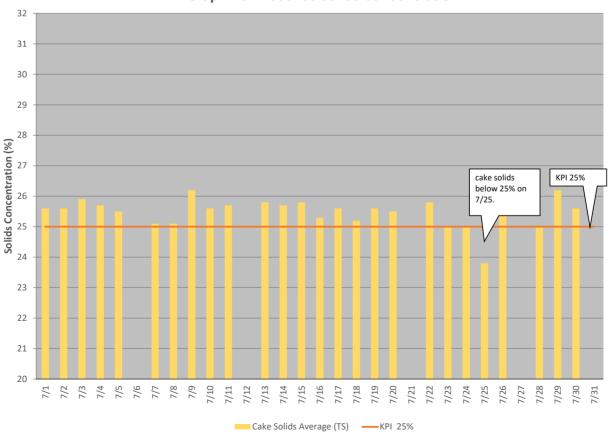
Graph #4: Final Effluent Total Supended Solids



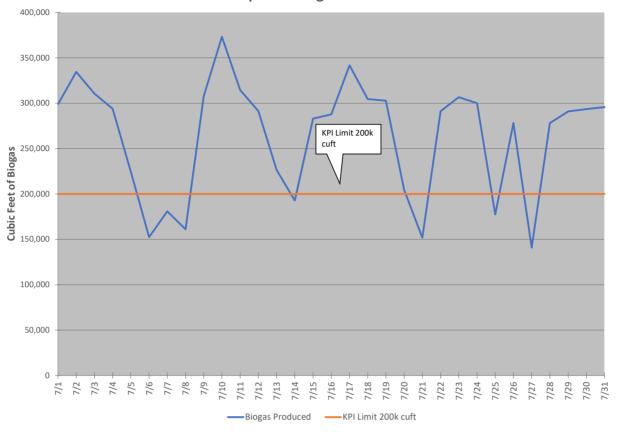
Graph #5: Carbonaceous Biochemical Oxygen Demand (cBOD)



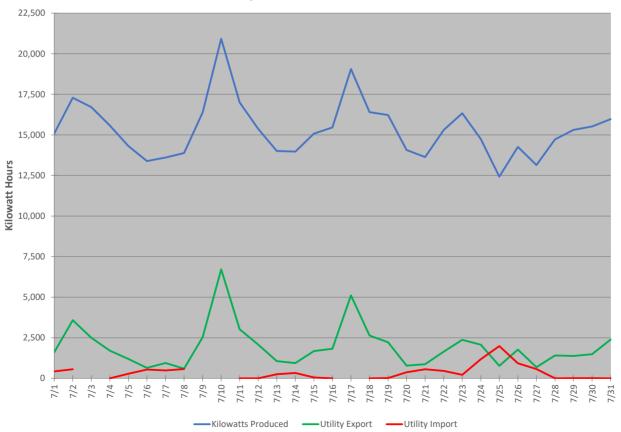
Graph #6: Biosolids Solids Concentration



Graph #7: Biogas Production



Graph #8: Power Distribution



August 8, 2024

To: CMSA Commissioners and Alternates

From: Jason Dow, General Manager

Subject: Performance Metric Report – July 2024

Recommendation: Accept the July 2024 Performance Metric Report.

Performance Summary: The Agency's performance in operations and maintenance activities, regulatory and environmental compliance, public education, and outreach met or exceeded nearly all our metric goals/targets. Noteworthy metrics or variances are described below.

<u>Table I – Treatment/Process Metrics</u>

Treatment facilities continue to be in the dry weather mode of operation and will remain in that mode until the first rain events of the next wet weather year. CMSA produced 98% of its total power needs in July and enjoyed 99% uptime between the two cogeneration systems.

Table II – Employee Metrics

Staff attended the Heat Illness and Fall Arrest safety training and Workplace Violence Prevention training. Several employees attended a discretionary lunchtime Wellness presentation on Respect and Professionalism at Work. All staff were assigned, and most have completed their virtual Cybersecurity Awareness and AI Use training.

Board member DiGiovanni and the General Manager attended the annual CASA conference in Monterey between July 31 – August 2, and the General Manager with a group of CASA attendees toured the Monterey One Water non-potable and indirect potable reuse treatment facilities.

<u>Table III – Public Outreach</u>

One odor notification was posted to the Agency website and there were no public odor complaints. The notification was to remove the chorine contact tanks from service for routine preventative maintenance (June 31).

Monthly public education events may include staff attendance at public outreach events, school classroom and/or juggler show presentations, and Agency tours, as presented below.

Public Outreach Events

Date	Location	Attendees
7/3 – 7/7	Marin County Fair	1,358

<u>School Events – Juggler Show Presentations and Classroom Events</u>

Rock Steady Juggling provides elementary school outreach presentations. There were no events in July while school is out.

CMSA Tours

Date	Group	Attendees
7/25	Marin Sanitary Service staff	4
7/30	Stantec engineers (4) and Alexandria Renew (2) staff	6

Table IV – Environmental and Regulatory Compliance Metrics

There were no final effluent or air permit exceedances in July. Due to additional nutrient monitoring associated with the Nutrient Removal Alternative Evaluation project, the contract laboratory (Item 4) and Process Control metrics exceeded their upper ranges. These exceedances will continue through October for the extended nutrient sampling period.

Attachment:

- July 2024 Performance Metric Report

CMSA CY24 PERFORMANCE METRICS – July 2024

TABLE I - TREATMENT/PROCESS METRICS

Metric	Definition	Measurement	Range/Target/Goal
1) Wastewater Treated	Volume of wastewater influent treated in million gallons (Mg); <i>Year to date in billion gallons (Bg)</i>	264.4 Mg; 2.99 Bg	165 – 820 Mg/month
2) Recycled Water Use	Volume of recycled water produced and used on-site, in million gallons (Mg) Volume delivered at the truck fill station, in thousand gallons (Kg)	27.2 Mg 25.2 Kg	25 - 40 Mg variable
3) Biosolids Reuse	Disposal or reuse at the Redwood Landfill, in wet tons (wt) Fertilizer and soil amendment at land application sites, in wet tons (wt) Bio-Fertilizer production at the Lystek facility, in wet tons (wt)	280 wt 0 wt 157.5 wt	360 – 665 wt
4) Conventional Pollutant Removal	Removal of the conventional NPDES pollutants - Total Suspended Solids (TSS) and Biological Oxygen Demand (BOD) a. tons of TSS removed; % TSS removal b. tons of BOD removed; % BOD removal	189.3 tons; 97% 177.7 tons; 98%	> 85% > 85% > 85%
5) Priority Pollutants Removal	Diversion of priority NPDES metals from discharge to the San Francisco Bay: a. % Mercury, for current quarter b. % Copper	96% 84%	88 – 99% 84 – 98%
6) Biogas Production	Biogas generated in our anaerobic digesters, in million cubic feet (Mft 3) Natural gas equivalent of the biogas, in million cubic feet (Mft 3)	8.80 Mft³ 5.63 Mft³	7.0 - 10.5 Mft ³ 4.5 - 6.7 Mft ³
7) Power Produced	Power produced from cogeneration of biogas and purchased natural gas - in kilowatt hours. (kWh) Power produced from cogeneration of biogas and delivered to the MCE Cogeneration system runtime on biogas, <i>in hours (hrs.); % time during month</i> Agency power demand supplied by renewable power, <i>%</i> Cogeneration system uptime, <i>in hours; % time during month</i> Biogas value (natural gas cost equivalent).	490,267 kWh 75,689 kWh 634 hrs; 88.1% 90.4% 710 hrs; 98.6 % \$31,703	380 - 480,000 kWh 40,000 - 70,000 kWh 600 hrs; 80% 80 - 100% 650 hrs; 87% \$30,000 - \$60,000
8) Efficiency	The cost to operate and maintain the treatment facilities per million gallons of wastewater treated, in dollars per million gallons. (\$/Mg) Energy used, kilowatt hours, per million gallons treated. (kWh/Mg)	\$4,087/Mg 1,846 kWh/Mg	\$2,500 - \$5,400/Mg (wet - dry) 670 - 2,400 kWh/Mg

CMSA CY24 PERFORMANCE METRICS – July 2024

Table II – EMPLOYEE METRICS

Metric	Definition	Measurement	Target/Goal
1) Employee Training	Hours of internal training – safety, virtual, project, vendor, etc. Hours of external training – employment law, technical, regulatory, etc.	Internal = 118 External = 24	variable
2) Work Orders	Preventative maintenance (PM) labor hours Planned corrective maintenance (CM) labor hours; % of CM+UCM hrs. Unplanned corrective maintenance (UCM) labor hours; % of CM+PM hrs. Ratio of PM to total corrective maintenance (CM + UCM);	817 hrs 652 hrs (99.1%) 6 hrs (0.09%) 0.99	800 - 1,100 hrs ≥ 70% total CM hrs ≤ 30% total hours ≥ 0.45
3) Overtime Worked	Monthly hours of overtime worked; <i>Year to date hours of overtime (YTD)</i> % of regular hours worked; % <i>Year to date (YTD)</i>	189 hrs; <i>(903.5 hrs)</i> 2.5 %; <i>(1.7%)</i>	< 5%
4) Internship Program	Number of high school and college student interns work hours; (YTD)	479 hrs; (1,266 hrs)	Variable

Table III- PUBLIC OUTREACH

Metric	Definition	Measurement	Target/Goal
1) Public Education Events	Attendance at public education outreach events; # of booth visitors; (YTD)	1,358; (1,809)	3,000/year
2) School Events	Participation or sponsorship in school outreach events; attendees; (YTD)	0; (1,854)	variable
3) Agency Tours	Tours given to students and the public; # of people, (YTD)	10; (398)	variable
4) Odor Notifications	Number of odor alerts posted to the Agency website	2	1-10
5) Odor Complaints	Number of odor complaints received from the public	0	0

CMSA CY24 PERFORMANCE METRICS – July 2024

Table IV - ENVIRONMENTAL AND REGULATORY COMPLIANCE METRICS

Metric	Definition	Measurement	Range/Target/Goal
1) Permit Exceedances	# of NPDES permit exceedances # of BAAQMD permit exceedances	0	0
2) Regulatory Analyses	# of analyses by the CMSA laboratory for NPDES, stormwater, and biosolids regulatory compliance monitoring and reporting.	289	200-500
3) Process Control Analyses	# of analyses by the CMSA laboratory for process control monitoring	1,354	400-900
4) Contract Laboratory Analyses	# of analyses by contract laboratories for regulatory compliance reporting, and source control program monitoring.	233	25-150
5) Quality Control Testing	# of CMSA performed laboratory analyses for QA/QC purposes.	1,497	500-1,500
6) Water Quality Sample Analyses	# of ammonia, total and fecal coliform, enterococcus, and/or sulfide analyses performed for the CMSA member agencies, and occasionally source control monitoring analyses.	229	50-500
7) Source Control Inspections	Inspections of industrial and commercial businesses in the Agency's and LGVSD's source control programs and Novato Sanitary District's Mercury Reduction Program – 199 businesses and 100 dental offices.	9	10-30
8) FOG Program Inspections	Inspections of food service establishments (FSEs) in the Almonte, TCSD, SD2, RVSD, SRSD, and LGVSD service areas – approx. 314 FSEs are regulated.	3	30 – 50
9) Permits Issued/Renewed	Permits issued for the source control programs – pretreatment, pollution prevention, food service establishments, and ground water discharge.	0	variable

August 8, 2024

To: CMSA Commissioners and Alternates

From: Jason Dow, General Manager

Subject: Resolution of Appreciation for Ahn Ta

Recommendation: Approve Resolution No. 362: Resolution of Appreciation for Ahn Ta.

Summary: Ahn served as the Agency's Accountant Technician (AT) for over 16 years, and she retired on July 22, 2024. During her time at CMSA, she provided exceptional customer service, efficiently processed accounts payables and employee payroll, developed and maintained outstanding working relationships with all employees, and deferred her retirement date to make sure her replacement was hired and properly trained in most aspects of the AT position.

Ahn will be missed by the Agency and its staff. Many current and a couple prior employees contributed to preparing the attached Resolution of Appreciation for her.

Attachment:

- Resolution No. 362: Resolution of Appreciation for Ahn Ta



CMSA Resolution No. 362 Resolution of Appreciation for

Ahn Ta

WHEREAS, Ahn Ta started her career as an Accounting Technician in December 2008, and

WHEREAS, two important aspects of **Ahn's** job were to process accounts payables and employee payroll, which she did competently and quickly, making sure vendors and staff were always paid on-time; and

WHEREAS, Ahn was a key contributor to the selection and implementation of the Tyler financial system; and

WHEREAS, *Ahn* periodically made massive batches of chicken chow mein and brought containers of the delicious dish to several administrative office staff, and those were happy days at work; and

WHEREAS, *Ahn* was willing to defer her retirement date to assist and train the Administration Department's three newest members, of which the Department greatly appreciated her longstanding support; and

WHEREAS, *Ahn* made it her mission to get to know on a personal level every customer, vendor, and employee that she interacted with at the Agency; and

WHEREAS, *Ahn* kept an entire file cabinet drawer full of snacks in which every employee had an open invitation to treat themselves to a candy bar or Oreo Cookie; and

WHEREAS, *Ahn* was really knowledgeable when it came to Agency benefits, and she patiently explained to numerous employees how to find the information they needed; and

WHEREAS, *Ahn* enjoyed making staff feel special and placed seasonal candy in employee mailboxes prior to holidays, and took pride in setting up and decorating the Agency Christmas tree every year; and

WHEREAS, **Ahn** coined the internal title references for the Administrative Services Manager as the "Boss" and the General Manager as the "Big Boss"; and

WHEREAS, **Ahn** has always shown the intention to act in the best interest of the Agency and its customers during her sixteen-year tenure at CMSA, and will be missed by all.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners of the Central Marin Sanitation Agency express their appreciation to *Ahn* for her years of service and dedication to the Agency.

PASSED AND ADOPTED by the CMSA Board of Commissioners at a regular meeting held on August 13, 2024.

Eli Beckman, Commission Chair	
	ATTEST:
	Dean DiGiovanni, Commission Vice-Chair

August 8, 2024

To: CMSA Commissioners and Alternates

From: Jason Dow, General Manager

Subject: Resolution of Appreciation for Jean St. Louis

Recommendation: Approve Resolution No. 363: Resolution of Appreciation for Jean St. Louis.

Summary: Jean St. Louis began his career at CMSA in August 1999 and has been the Operations Supervisor since January 2013. He has been an exceptional employee and has done a fine job leading the operations department, which has a nearly perfect regulatory compliance record. Jean has trained many operators during his tenure at CMSA and has been a key contributor to numerous operational studies and process control, equipment replacement, and capital improvement projects.

Management and operations staff members prepared the attached Resolution for Jean.

Attachment:

- Resolution No. 363: Resolution of Appreciation for Jean St. Louis



CMSA Resolution No. 363

Resolution of Appreciation for Jean St. Louis

WHEREAS, Jean St. Louis started his career at CMSA in August 1999, when he was hired as a temporary maintenance worker, and in May 2000 he became a full-time Operator-in-Training; and

WHEREAS, **Jean** over the following several years, due to his sound work ethic and increased competency at running the treatment facilities, was promoted through the operator ranks and became a lead operator in August 2005, and

WHEREAS, since January 2013, **Jean** has been the Agency's Operations Supervisor, leading the department to achieve an impressive NPDES permit regulatory compliance record; and

WHEREAS, *Jean* has served on many project teams and significantly contributed to Agency expansion and improvement projects, from the Wet Weather Improvement Project to the recently completed Cogeneration System Installation Project; and

WHEREAS, **Jean** is an avid mountain biker and spends his weekends riding in Sonoma and Marin counties with friends and coworkers, and then having a tasty lunch; and

WHEREAS, *Jean* has been a mentor to numerous Operators, several of these persons have moved into leadership roles at our Agency and other agencies throughout the Bay Area; and

WHEREAS, **Jean** has been wearing the same winter Trappers hat for 20 plus years, and it is our hope that he retires this poor old hat after he retires; and

WHEREAS, Jean has shown himself to be cool-headed in his successful response to major equipment failures, such as the ruptured Dystor cover July 2021 and the cracked cogeneration engine block in May 2019; and

WHEREAS, **Jean** has always shown the intention to act in the best interest of the Agency and its customers during his tenure at CMSA, and will be missed by all.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners of the Central Marin Sanitation Agency express their appreciation to *Jean* for his years of service and dedication to the Agency.

PASSED AND ADOPTED by the CMSA Board of Commissioners at a regular meeting held on August 13, 2024.

Eli Beckman, Commission Chair	
	ATTEST:
	Dean DiGiovanni, Commission Vice-Chair

August 8, 2024

To: CMSA Commissioners and Alternates

From: Jason Dow, General Manager

Subject: Revised Acceptance of Hauled Waste Policy

Recommendation: Approve the revised Acceptance of Hauled Waste Policy.

Summary: Staff recently received a request to discharge a vacuum truck load at our vacuum truck receiving facility. The Board adopted Acceptance of Hauled Waste Policy states that only JPA member agencies or private contractors working for CMSA or a JPA member can discharge loads at the facility. During an internal management discussion on the topic, staff agreed that the Agency should be able to consider accepting loads from outside the JPA service areas if the contractor or agency pays a discharge fee. Attached is the revised policy with the revisions shown via track changes and described below.

- 1) <u>Section 1 Food Waste</u>: Removed Marin Sanitary Service as only hauler since CMSA receives food waste loads from other haulers.
- 2) <u>Section VII Discharge Procedures</u>: Removed specific septage hauler reference from Section E so the provision applies to any hauler using a receiving facility.
- 3) <u>Section VII Vacuum Truck Loads</u>: Replaced central Marin service area with JPA members' combined service area which is more specific and accurate. Added language to allow haulers outside the service area to discharge, if they pay the septage facility use and disposal charge.

Attachment:

- Revised Acceptance of Hauled Waste Policy

POLICY/PROCEDURE #: 10

SECTION: ADMINISTRATIVE – GENERAL SUBJECT: Acceptance of Hauled Wastes DATE: 08/13/2024 (Board Approved)

PURPOSE

To identify the types of hauled wastes that the Agency accepts for treatment and processing, and to establish the procedures for receiving the waste materials.

PROCEDURES

I. Types of Wastes Accepted

Portable Toilet: Wastes from portable toilets and similar facilities that are generated and collected in Marin County are accepted at the Agency's septage receiving facility.

Septic Tank: Wastes from residential septic tanks and similar facilities that are generated and collected in Marin County are accepted at the Agency's septage receiving facility.

Wastes from septic tanks serving commercial or industrial facilities are accepted only with prior written approval from the General Manager or designee.

Recreational Vehicles: Waste from recreational vehicle toilets, sinks, and showers are accepted at the Agency's septage receiving facility.

Grease Interceptor Waste: Fats, Oils, and Grease (FOG) from food service establishments that is transported through Marin County is accepted at the Agency's Organic Waste Receiving Facility (OWRF).

Food Waste: Commercial food waste collected from restaurants, schools, and other similar type businesses, and transported to CMSA by Marin Sanitary Service (MSS) are accepted at the Agency's OWRF.

Liquid Organic Wastes: Liquid wastes from food and beverage manufacturing and/or production facilities are accepted at the Agency's OWRF receiving facility. At the General Manager's discretion, certain organic waste loads may be accepted at the septage receiving facility.

Vacuum Truck (Vactor) Loads: Debris and material removed from a sanitary sewer collection system by a vacuum truck or similar equipment are accepted at the Agency's vacuum truck receiving facility. See Section VIII below. The other sections of this document do not apply to vacuum truck loads.

No hauled industrial wastes are accepted at CMSA. This specifically includes, but is not limited to, wastes from auto washing or repair oil/water separators, and portable toilet loads contaminated with industrial waste.

II. Fees and Charges

All fees and charges, except for food waste tipping fees, are specified in the CMSA Fee Ordinance. Specific charges are adjusted annually based on the current average regional EDU service charge rate.

Food waste tipping fees are specified in specific food waste processing and disposal agreements.

A Waste Disposal Fee and Facility Use Fee are assessed for each septage waste load discharged at the wastewater treatment plant. This Waste Disposal Fee recovers the Agency's expenses for treating the septage, while the Facility Use Fee is designed to recover Agency expenses associated with septage sampling and analyses, equipment corrective and preventative maintenance, and facility administrative activities.

III. Marin County Permit/CMSA Authorized Waste Hauler List

Any truck used to deliver and discharge portable toilet and septic tank hauled wastes at CMSA must have a current permit from Marin County Environmental Health Services.

Each hauler must be on the CMSA Authorized Waste Hauler List prior to discharge of any loads. A hauler will be placed on the list upon request, contingent on verification of Marin County permit(s). A hauler will be removed from the list for serious or repeated violations of CMSA policies, or if their Marin County permit(s) expires.

CMSA shall not receive food waste, FOG, or liquid wastes transported to the Agency in a septage or industrial waste hauling vehicle, unless it can be shown, to the Agency's satisfaction, that the vehicle's storage tank has been properly cleaned to remove all septage and/or similar materials.

IV. Receiving Facilities Hours of Operation

Hauled waste loads are accepted Monday through Friday, during regular business hours, CMSA holidays excluded. Waste receiving at any other time is only by advance arrangement.

During wet weather, haulers should contact CMSA in advance to determine if waste loads are being accepted at the septage receiving facility. Hauled waste loads are generally not accepted at the septage receiving facility during rain events that cause wastewater blending.

V. Delivery Documentation

Hauled waste vehicle drivers must complete a Trucked Waste Record form for each load delivered to CMSA, including the load volume, in gallons. Completed forms shall be left in the administration office before they are granted access to the waste receiving facilities. Each month haulers will be invoiced for disposal fees, based on the information in their completed load forms.

FOG and liquid waste delivery volumes are measured by instruments at the receiving station. If there is a discrepancy between the measured volume and the volume stated on the Trucked Waste Record form, facility measurements will be used for invoicing.

VI. Discharge to Manholes Prohibited

Hauled wastes may be discharged only at the CMSA wastewater treatment plant site. Discharge to sanitary sewer manholes in the CMSA service area is prohibited without prior written approval from the specific sanitary district – Ross Valley Sanitary District, San Rafael Sanitation District, or Sanitary District #2.

VII. Discharge Procedures

Haulers shall follow the procedures below for discharging each waste load.

- A. All trucks must stop at the designated location on the Agency entrance road, enter the CMSA Administration Building, and complete a Trucked Waste Record form. CMSA office staff will open the facility security gate once the form has been submitted, to allow trucks to proceed through the security gate, and follow the yellow road striping to the septage receiving station or the white road striping to the OWRF receiving facility.
- B. The delivery vehicle's discharge hose must be able to connect to the 4" diameter female cam lock fitting at either receiving station. Drivers must connect their discharge hose to the fitting.
- C. The hauler shall clean up the receiving station prior to leaving CMSA. At either receiving station, recycled water is provided to wash down and clean up the station. Drivers should notify CMSA Operations or Administrative staff prior to leaving the Agency if the receiving station is excessively dirty upon their arrival or if there are other problems experienced during their disposal and clean-up activities.
- D. CMSA staff will collect random samples from waste loads, or if there is an indication of possible contamination with from industrial or food wastes. Sample collection is at the sole discretion of CMSA. The hauler shall assist CMSA staff in obtaining a representative sample of the waste load.
- E. If a known septage hauler damages the receiving facility or a discharged load results in equipment corrective maintenance, the Agency will pursue reimbursement from the hauler. If the hauler refuses to reimburse the Agency, access to the septage facility will be revoked.

VIII. Vacuum Truck Loads

CMSA only accepts vacuum truck loads that are generated by our JPA member agencies that own and operate the wastewater collection systems in the-central MarinJPA members' combined service area, or by private haulers working directly for CMSA. The JPA member agencies are:

- San Rafael Sanitation District (SRSD)
- Sanitary District #2 of Marin County (SD2)
- Ross Valley Sanitary District (RVSD)

Private contractors working on behalf of a JPA member agency will be granted access to the CMSA facilities to dispose of their loads, after CMSA has received notification from the member agency contracting for their services.

For special circumstances and upon approval from the General Manager, CMSA will-may not-consider receiving accept vacuum loads from outside the JPA members'its service area, or loads from privately owned sewer lines within the service area. If a load is accepted, the hauler will pay a tipping fee based on the volume discharged and the septage facility use and disposal charge, and if needed, a fee to dispose of debris bin contents after the discharge event.



August 8, 2024

To: CMSA Commissioners and Alternates

From: Jason Dow, General Manager

Subject: Revised Equal Employment Opportunity and Leaves of Absence Policies

Recommendation: Approve the revised Personnel Policies – Policy #101: *Equal Employment Opportunity* and Policy #304: *Leaves of Absence*.

Summary: The Agency's employment law attorney, Joan Pugh-Newman, has revised the Equal Employment Opportunity and Leaves of Absence Personnel Policies to comply with a new federal law, the Pregnant Workers Fairness Act, and the new California Reproductive Loss leave law. Both policies are attached with revisions shown via track changes.

Attachments:

1) Revised Personnel Policy #101: Equal Employment Opportunity

2) Revised Personnel Policy #304: Leaves of Absence

POLICY #: 101 SECTION: LEGAL

SUBJECT: Equal Employment Opportunity

DATE: 9/13/2022

POLICY

Central Marin Sanitation Agency (referred to throughout this Manual as "CMSA" or the "Agency") is an equal opportunity employer and makes employment decisions based on merit, qualifications, and experience. CMSA prohibits unlawful discrimination on the basis of race, creed, color, sex, religion, marital status, registered domestic partnership status, age, national origin or ancestry, citizenship, physical or mental disability, medical condition, sexual orientation, gender, gender identity or gender expression, military or veteran status, genetic information, or any other characteristic protected by federal, state or local laws. CMSA also prohibits unlawful discrimination based on the perception that anyone has any of these characteristics, or is associated with a person who has or is perceived as having any of these characteristics.

The Agency makes reasonable accommodations for the known physical or mental limitations of an otherwise qualified applicant or employee with a protected disability. <u>In addition, the Agency provides reasonable accommodation to qualified applicants or employees who have known limitations related to pregnancy, childbirth, or a similar medical condition.</u>

POLICY #: 304

SECTION: BENEFITS

SUBJECT: Leaves of Absence

DATE: 08/30/2023

POLICY

All probationary regular full time and part time employees may requestare entitled to the leave provisions outlined below, subject to the approval of the General Manager/designee and in accordance with law. Employees in other classifications are granted such leaves as required by law. All leave time must be requested in writing and approved by the employee's supervisor and department manager prior to submitting the request to the General Manager/designee for final approval.

PROCEDURES

1. General Provisions

- A. A leave of absence may include both paid and/or unpaid time off. An employee will continue to receive Agency-sponsored health insurance benefits as long as the employee is on Agency-paid status, except as otherwise required by law. Except to the extent that the Agency is legally required to continue health insurance coverage during an unpaid leave, employees who are granted an unpaid leave of absence that exceeds thirty (30) days, and who wish to continue health insurance coverage may be eligible to do so at their own expense pursuant to COBRA.
- B. All requests for leave must be submitted in writing to the employee's supervisor, department manager, and then to the General Manager. Employees should contact the Administrative Specialist for the necessary forms. The Agency may also request additional documentation substantiating the need for a leave.
- C. Seniority and paid time off benefits (including vacation, paid sick time and holiday benefits) do not accrue during periods of unpaid leave of absence.
- D. If an employee's leave exceeds thirty (30) days, their performance evaluation, and consideration for any compensation increase in connection therewith, will normally be delayed for the length of time the employee is on leave of absence.
- E. Employees granted a leave of absence which exceeds thirty (30) days are normally expected to provide the Agency with two (2) weeks' notice prior to their anticipated return to work date.
- F. Employees who require an extension to a leave of absence should request the extension a minimum of two (2) weeks before the original leave expires. If two weeks' notice is not possible under the circumstances, the employee should

notify the Agency of a needed extension immediately upon learning of such need.

- G. The probationary period of a probationary employee will be extended for the period of the leave of absence.
- H. Failure to return to work on the next scheduled workday following the expiration of a leave of absence may result in termination.
- I. The Agency will consider providing temporary modified duty assignments, if available, to employees whose injury or illness results in the temporary inability to perform the functions of their job. See *Policy # 310 Modified Duty/Return to Work*.

2. Bereavement Leave

In the event of a death in the immediate family, eligible employees may request a bereavement leave of absence of up to five (5) workdays. The Agency will provide paid bereavement leave for three days. If more than three (3) days are requested, employees may elect to charge additional approved days off will be charged to their accrued paid time off, or may elect to take the additional days off without pay. If the employee has no accrued paid time off, they may request that any additional approved bereavement days be taken without pay. Accrued paid Ssick time leave may not be used for bereavement purposes.

For the purpose of this policy, immediate family shall be defined as: parent, stepparent, father/mother in-law, brother, sister, stepbrother/sister, brother/sister in-law, child, stepchild, grandparent, grandchild, spouse, uncle, aunt, member of household or legal guardian, or registered domestic partner.

An employee may request the use of accrued paid time off in the case of death of persons other than "immediate family." If granted by the Agency, such approved leave must be charged to the employee's accrued vacation, administrative, holiday, or compensatory time.

Employees must submit a written leave request and have it approved by their supervisor prior to taking the leave.

3. Reproductive Loss Leave

Employees may request to take up to five days of unpaid leave in the event of a reproductive loss. Reproductive loss includes a failed adoption or surrogacy, a miscarriage or still birth, or an unsuccessful assisted reproduction.

The employee may elect to use any applicable accrued paid time off to receive compensation for this otherwise unpaid leave.

4. Military Leave

An employee who is a member of the uniformed services of the United States shall be allowed leave in accordance with the provisions of law governing military leaves.

5. Jury/Witness Duty

<u>Jury Duty</u>: Employees summoned for jury duty will be provided paid time off during the time of their required service. Employees shall receive compensation at their regular rate of pay only for those hours they are required to serve which occur during their regularly scheduled work week.

For purposes of this policy, employees who normally work on a weekend, or on a swing or graveyard shift, and who are called for jury or witness duty shall be considered to be working a Monday through Friday day shift during the duty period only.

In advance of the requested jury duty time off, employees shall complete the appropriate leave request form indicating the day(s) required for attendance, and must submit it to their supervisor, along with a copy of the jury duty notice. Upon return, employees shall submit documentation of attendance for those dates.

<u>Witness Duty</u>: Employees who are subpoenaed to serve witness duty must request time off for this purpose from their supervisor. The request must be accompanied by a completed leave request form along with a copy of the subpoena. The Agency will provide paid leave for employees who serve witness duty.

6. School Visits Leave

Employees who are parents or guardians of a child in K-12 or in a licensed child day care facility are allowed up to eight (8) hours unpaid time off per month, up to a maximum of forty (40) hours per school year, to participate in their child's school activities.

- A. Employees must provide their supervisor with reasonable notice of the planned time off by completing the appropriate leave request form and obtaining supervisory approval in advance.
- B. Employees must use vacation, administrative, compensatory, or holiday time to cover the time off. If the employee does not have sufficient paid time off accrued, any time used for school visits that is not covered by the employee's accrued paid leave will be unpaid.
- C. Employees must provide, upon the Agency's request, written verification of parental participation from the school or licensed day care facility that specifies the date and time of the activity.

7. Pregnancy-Disability Leave of Absence

A. General Provisions

An unpaid leave of absence may be granted to an employee who is temporarily unable to perform the job due to pregnancy-related disability. An employee on approved pregnancy disability leave ("PDL") must use accrued paid sick time in connection with this leave. Employees may elect to use, but are not required to use, other accrued paid time, including paid vacation, administrative, holiday, or

compensatory time benefits during the PDL. Employees granted a PDL should apply to the state to receive California State Disability Insurance ("SDI") benefits. The employee's paid accrued time off will be integrated with any benefits from outside sources (e.g., SDI benefits), as described in *Policy #303*.

Employees on PDL will continue to be provided Agency-sponsored health insurance benefits during their approved leave under the same terms and conditions as if they were actively working during the leave.

B. Requests for Leave Approval

Employees requesting a PDL shall complete the Leave of Absence Request Form and attach a note from their treating health care provider with the following information:

- 1) A verification that the employee is unable to work due to pregnancy-related disability.
- 2) The anticipated beginning date the employee is medically precluded from working.
- 3) The anticipated return-to-work date.

C. Length of Leave

A PDL may be authorized for up to a maximum of four months, in accordance with the medical certification of inability to work due to pregnancy-related disability.

D. Return to Work

To return to work following a PDL, the employee must submit a written medical release. The medical release must state any work restrictions and the anticipated duration of such restrictions.

E. Position Reinstatement

Employees returning from an approved PDL will be reinstated to their former position, or a comparable position, to the extent required by law.

8. Work Related Injury or Illness Leave of Absence

California workers' compensation laws cover all Agency employees. The protections provided by these laws come into effect if employees are injured or become ill as a result of work or working conditions. In addition to temporary disability benefits, workers' compensation insurance coverage may also provide to eligible employees permanent disability benefits, rehabilitation, and death benefits. The Agency pays the full cost of workers' compensation insurance premiums.

A. If employees become injured or ill as a result of Agency-related work, they must report it to their supervisor immediately. The supervisor will see that the employee gets immediate medical attention, if necessary, and that the required

reports of the injury or illness are completed. If an employee does not report promptly, workers' compensation insurance benefits may be delayed or precluded.

- B. An employee who needs to request time off work due to a workers' compensation injury or illness may be eligible for a medical leave of absence.
- C. If an employee is deemed eligible to receive workers' compensation benefits, any such benefits received from the Workers' Compensation Insurance Fund shall be integrated with that employee's available paid sick time, as described in *Policy #303* in this manual. If an employee's paid sick time is exhausted during the medical leave, the Agency will integrate other available accrued leaves in accordance with law.
- D. A medical leave of absence due to a work-related illness or injury shall ordinarily continue until the employee either:
 - is determined to be medically able to return to duty; or
 - accepts employment outside the Agency; or
 - accepts employment in another Agency position; or
 - is permanently or indefinitely medically precluded from returning to the former position, with or without reasonable accommodation; or
 - elects retirement.

9. Family Medical Leave Act

The Family and Medical Leave Act ("FMLA") allows eligible employees to take up to twelve (12) weeks of unpaid leave within a twelve (12) month period for their own serious illness, for the birth or adoption of a child, or to care for a seriously ill child, spouse, registered domestic partner, or parent. A twelve (12) month is defined as the twelve (12) months beginning the first day leave is taken.

To be eligible for leave under the FMLA, the employee must have been employed by the Agency for at least twelve (12) months, one thousand two hundred fifty (1,250) hours during the twelve (12) month period immediately preceding the request for leave, and the employee must work at a facility with at least fifty (50) employees in a seventy-five (75) mile radius. Because the Agency employs fewer than fifty (50) employees, Agency employees are not eligible to take FMLA leave.

10. California Family Rights Act ("CFRA") Leave

CFRA provides eligible employees the opportunity to take unpaid, job-protected leave for specified reasons. The maximum amount of leave to which employees are entitled under this policy is twelve (12) weeks within a twelve (12) month period, except as otherwise required by law.

To be eligible for CFRA leave under this policy, employees must:

- Have worked at least twelve (12) months for the Agency in the preceding year; and
- Have worked at least one thousand two hundred fifty (1,250) hours for the Agency over the twelve (12) months preceding the date the leave would commence.

CFRA leave may be taken for any of the following reasons:

- 1) To care for or bond with a newborn child, with a newly-adopted child, or with a newly-placed foster child.
- 2) To care for an immediate family member (defined below) with a serious health condition.
- 3) Because of the employee's serious health condition (except not for pregnancyrelated disability, which is covered under PDL, above) that makes the employee unable to perform their job.
- 4) A "qualifying exigency" arising out of the fact that the employee's spouse, domestic partner, child, or parent is on, or has been notified of an impending call to, "covered active duty."

For purposes of this policy, "immediate family member" means the employee's spouse, registered domestic partner, child or registered domestic partner's child, parent, grandparent, grandchild, sibling, or "designated person." For purposes of this policy, a "designated person" is any individual related by blood or whose association with the employee is the equivalent of a family relationship. Employees are limited to one designated person per 12-month period.

Once the Agency determines an absence is for a CFRA-qualifying reason, it will designate the absence as CFRA.

Generally, a "serious health condition" is an illness, injury, impairment, or physical or mental condition, that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider, and either prevents the employee from performing the functions of their job or prevents the qualified family member from participating in school or other daily activities.

The Agency measures the period of twelve (12) months in which leave is taken by a rolling calendar period. This means that when an employee requests leave for a qualifying reason, CMSA will look back over the past twelve (12) months to determine whether the employee has any remaining CFRA time.

CFRA leave for the birth of a child, or for the placement of a child for adoption or foster care, must be concluded within twelve (12) months of the child's birth or placement.

Eligible employees may take CFRA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule when medically necessary for the serious health condition of the employee or immediate family member. Intermittent leave for the birth of a child, to care for a newborn child or for the placement of a child for adoption or foster care, generally must be taken in at least

two-week increments, with shorter increments allowed on two occasions. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt operations.

Employees are required to use applicable paid time off (such as paid sick time, vacation, paid administrative leave, compensatory time, etc.) concurrently with CFRA leave, to the extent permitted by law. An exception to this requirement is that during any period in which the employee is receiving temporary disability benefits (e.g., for workers' compensation or short-term disability), the employer cannot require the employee to use their accrued paid leave to coordinate pay with those disability benefits. However, the employer and employee may agree to permit use of applicable accrued paid time off.

Once the employee's accrued paid leave time is exhausted, the remainder of the CFRA leave is unpaid time off.

The Agency maintains health care coverage during CFRA leave on the same terms as if employee on leave had continued to work. Use of CFRA leave does not result in the loss of any employment benefit that accrued prior to the start of leave under this policy.

In connection with leave under this policy, employees must provide to the Agency the following:

- Thirty (30) days' advance notice of the need to take CFRA leave if the need for leave is foreseeable, or notice as soon as practicable in the case of unforeseeable leave, and in compliance with the Agency's normal call-in procedures, absent unusual circumstances.
- Medical certification supporting the need for leave due to a serious health condition affecting the requesting employee or an immediate family member.
- Periodic reports as deemed appropriate during the leave regarding the employee's status and intent to return to work.
- 4) Medical certification of release to return to work, with or without restrictions on the ability to work, if the leave was due to the employee's serious health condition.

If the employee requesting leave is eligible for CFRA leave, the Agency will provide them a notice that designates the leave as CFRA, that specifies any additional information required, and that states their rights and responsibilities. If the employee is not eligible for CFRA leave, the Agency will provide a reason for the ineligibility.

Upon returning from CFRA leave, employees will be restored to their original position or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions, to the extent required by law.

11. Medical Leave of Absence

A. General Provisions

An unpaid medical leave of absence may be granted to an employee who is temporarily unable to perform the job due to medical reasons. An employee taking approved medical leave must use their accrued paid sick time in connection with this leave. If employees requesting medical leave have no available paid sick time, they must substitute other accrued paid time, including vacation, administrative, holiday, or compensatory time benefits during the approved leave. Employees approved to take medical leave should apply to the state for California State Disability Insurance ("SDI") benefits. The employee's paid time off hours, if any, will be integrated with any benefits from outside sources (e.g., SDI benefits, workers' comp benefits, etc.), as described in *Policy #303* of this Manual.

B. Requests for Leave Approval

Employees requesting a medical leave must complete the Leave of Absence Request Form and attach a note from their health care provider with the following information:

- A verification that the employee is temporarily medically precluded from working;
- 2) The anticipated beginning date the employee is medically precluded from working; and
- 3) The anticipated return-to-work date.

C. Length of Leave

Medical leaves are generally approved for up to a maximum of three months, in accordance with the health care provider's statement of temporary inability to work. However, a longer leave will be considered if needed as a reasonable accommodation, and otherwise as may be required by law.

D. Status Reports

While on medical leave, employees shall generally be requested to report to the Agency on a monthly basis regarding their anticipated return-to-work status, except where a definite return date is known in advance and certified by the treating health care provider, and there has been no significant change in that return-to-work date.

E. Return to Work

To return to work following a medical leave of absence, the employee must submit to the Agency a written release from the health care provider. The release note must state any work restrictions and the anticipated duration of such restrictions.

If employees returning from a leave of absence need an accommodation to perform their job, the Agency will engage in the interactive process with the employee to determine if an effective reasonable accommodation can be made.

F. Position Reinstatement

Employees returning from an approved medical leave ordinarily will be reinstated to their former position, or a comparable position, and to the extent required by law.

12. Personal Leave of Absence

An employee may request of the General Manager an unpaid personal leave of absence for extenuating circumstances. A personal leave will generally not be granted for longer than thirty (30) calendar days. The employee must complete the Leave of Absence Request Form in advance of the desired leave date, stating the reason for the leave and the length of time requested. The employee must use all available vacation, holiday, administrative, and compensatory time prior to requesting, and/or during, an otherwise an unpaid personal leave.

Upon return to work from an approved personal leave of absence, the Agency will attempt to reinstate the employee in the same or a similar position. There is no guarantee of reinstatement following a personal leave of absence, however.

13. Child's Suspension

An employee who is the parent or guardian of a child who has been suspended from school may request unpaid time off if the parent/guardian is required to appear at the school in connection with that suspension. The employee must give reasonable notice to the Agency of the request for such leave.

14. Victims of Domestic Violence or Sexual Assault

A victim of domestic violence or sexual assault may request unpaid time off in accordance with applicable law to obtain, for example:

- A temporary restraining order;
- Restraining order;
- Other court assistance;
- Medical attention for injuries caused by domestic violence or assault; and/or
- Services from a shelter, program, or counselor related to domestic violence or assault.

Employees requesting this leave must give the Agency reasonable advance notice. Employees taking approved leave under this section may, at their discretion, use accrued vacation, holiday, or sick leave, or compensatory time off that is otherwise available to them.

August 8, 2024

To: CMSA Commissioners and Alternates

From: Chris Finton, Treatment Plant Manager

Approved: Jason Dow, General Manager

Subject: Agency Vehicle Procurement – Maintenance Service Truck with Crane

Recommendation: Approve procurement of a maintenance service truck not to exceed \$231,000.

Summary: The Agency received quotes for Ford F550 service trucks with mounted cranes from Douglass Truck Bodies, \$230,582, and Owen Equipment, \$246,649. Due to the specialized nature of service trucks, a truck chassis is purchased from a traditional vehicle manufacturer and then transferred to a separate equipment company to install the service package, toolboxes, and crane, as specified by the client.

Fiscal Impact: The FY25 Capital Improvement Program budget allocates \$252,000 to replace the maintenance service truck.

Discussion: The Agency's current service truck is a 2007 F450 flatbed which was purchased used in 2009. Shortly after purchase, CMSA had a crane installed onto the truck for servicing equipment at pump stations, and over the next several years outfitted the truck with additional fuel storage and utility options. The new vehicle will come comparably outfitted, with additional features such as a rear work platform, air compressor to complete remote repairs, adjustable LED lighting to safely work at night, functionally designed tool and equipment storage, and a backup camera.



Existing F450 Service Truck



New F550 Service Truck

Attachment: Cost Quotation from Douglass Truck Bodies

CORNING FORD

Source:		
Price	210,	,935.00
Taxable A.M.O.		0.00
Document Processing Charge		85.00
Emissions Testing Charge		0.00
Sales Tax	19	,519.35
Non-Tax A.M.O.		0.00
Service Contract		0.00
Subtotal	230	,539.35
DMV Fees		0.00
State Emissions Certification or Exemption I	i ee	0.00
California Tire Fee		10.50
Electronic Veh Reg or Transfer Char	rge	33.00
Total Insurance		0.00
Total	230	,582.85
Amount Financed	230	,582.85
Finance Charges		0.00
Total of Payments	230	,582.85

Salesperson:	KELLY BREEDLOVE	
Trade		0.00
Payoff		0.00
Net Trade		0.00
Cash Down		0.00
Deferred Dow	n	0.00
Rebate		0.00
Total Down		0.00

APR 0.00 Term Monthly Payment 230,582.85 Final Payment of Combiner TOTAL

* * * BUYER * * *

CMSA 1301 ANDERSEN DRIVE SAN RAFAEL. CA 94901

Date of Birth:

Home Phone Number: (707) 849-5440 Work Phone Number:

County:

Email:

rstiles@cmsa.us

* * * CO-BUYER * * *

Date of Birth:

Home Phone Number:

Work Phone Number:

County:

Email:

* * * PURCHASE * * *

MARIN

* * * TRADE 1 * * *

* * * TRADE 2 * * *

Stock Number

11507 2024 Year Make FORD. Model F550

Body Style UT Color WHITE Trim GRAY

Key 1 Number Key 2 Number

P0638 Weight 8.940

License

Odometer 579

1FDUF5GT8REC83272 VIN Cylinders 8

Vehicle Type NEW

* * * BANK * * *

NONE

CA

* * * INSURANCE * * *

PREFERRED EQUIPMENT PKG.660A

2024 MODEL YEAR

AS MEDIUM DARK SLATE VINYL

OXFORD WHITE

F559 4X2 CHASSIS CAB DRW/169 54020,00

******* REINVOICED PRIOR TOPLANT RELEA!

	XL TRIM		
57	2 .AIR CONDITIONING CFC FREE	NC	
	.AM/FM STEREO MP3/CLK	i	
99	T 6.7L POWER STROKE V8 DIESEL	9995	00
	G 10-SPEED AUTO TORQSHIFT	NC	
TG	J 225/70R19.5G BSW ALL POSITION		
	L 4.30 RATIO LIMITED SLIP AXLE	395	00
IN Stock 68	M PAYLOAD PLUS PACKAGE UPGRADE	1155	
	JOB #2 ORDER		
4/1507	3 FRONT LICENSE PLATE BRACKET	NC	
<u> </u>	B PLATFORM RUNNING BOARDS	320	00
	19500# GVWR PACKAGE		
F 550 Chassis 84ca 42	5 50 STATE EMISSIONS	NC	
ν	C 120V/400W OUTLET	175	
	2 SPARE TIRE AND WHEEL	350	
53	5 HIGH CAPACITY TRAILER TOW PKG	580	
59	H CENTER HIGH MOUNT STOP LAMP	NC	
	J JACK	NC	
F550 - 69624, 65	Z 40 GAL AFT OF AXLE FUEL TNK	NC	i
1-550 - 69629, 67	A 350 AMP ALTERNATOR M DUAL BATTERY 2 REAR VIEW CAMERA & PREP KIT V XL CHROME PACKAGE	NC	
86	M DUAL BATTERY	NC	i i
# 11/1 211.00 87	2 REAR VIEW CAMERA & PREP KIT	415	00
96	V XL CHROME PACKAGE	225	00
Noruala C	.FOG LAMPS		
Doily 4 (25.00)	REMOTE START SYSTEM	1]
~ / 4 10733	TOTAL OPTIONS/OTHER	13610	00
2/MAX/LOY/ LIUI	TOTAL VEHICLE & OPTIONS/OTHER	67630	00
Douglas # 141,311.00 S/MAX/LOY, 210,935.00	DESTINATION & DELIVERY	1995	00
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apgraped. 8010035	·		
9 10 935	TOTAL FOR VEHICLE	69625	00
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11997 mped. & 210,935 D			
LGES	FUEL CHARGE		
1,700	CV LOT MANAGEMENT		
	SHIPPING WEIGHT 7184 LBS.		
	moma r	50505	
	TOTAL	69625	UU

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BOARD MEMORANDUM

August 8, 2024

To: CMSA Commissioners and Alternates

From: Jason Dow, General Manager

Subject: Resolution of Appreciation for Chris Finton

Recommendation: Approve Resolution No. 364: Resolution of Appreciation for Chris Finton.

Summary: CMSA hired Chris Finton in 1997 as an Operator-in-Training, and over the following ten years he became an expert at all aspects of the treatment processes and facilities, becoming the Operations Supervisor in 2007. In 2010, Chris was promoted to the Treatment Plant Manager, overseeing all the mechanics, electricians, operators, and utility workers.

He has accomplished many achievements at CMSA, some of which include hiring and training dozens of employees, establishing and promoting a culture of inclusion and collaboration, participating in numerous operational and process studies and their subsequent improvement projects, contributing to the development and implementation of Business Plans, Standard and Emergency Operating Procedures, Succussion Plans, safety initiatives, and the Capital Improvement Program.

Additionally, Chris was the Agency representative on the San Quentin, Sanitary District #2, and San Quentin Village wastewater service contracts. He did a fine job to ensure the Agency and its staff delivered high-quality services to these customers and addressed all their needs.

Chris will be missed by all the Agency staff, many of whom participated in preparing his attached Resolution.

Attachment:

- Resolution No. 364: Resolution of Appreciation for Chris Finton



CMSA Resolution No. 364

Resolution of Appreciation for Chris Finton

WHEREAS, Chris Finton started his career at CMSA in May 1997 as an Operator in Training, became a Lead Operator in December 2003, and was promoted to Operations Supervisor in October 2007; and

WHEREAS, Chris served as the Operations coordinator on the Agency's first centrifuge replacement project in 2001, and in that role he learned the exciting task of reading construction drawings and technical specifications, and he is now on the project team to replace those centrifuges; and

WHEREAS, in 2008, due to the upcoming retirement of the Treatment Plant Manager (TPM), the Agency created an assistant TPM classification for *Chris* to learn the position's essential job functions; and in December 2010, after working hard and demonstrating his competency in that role, he was promoted to TPM; and

WHEREAS, *Chris* joined his senior manager colleagues at the annual CalPELRA conference, where he regularly led the conference lunch biking excursions to the Pebble Beach Golf Course; and

WHEREAS, Chris was an active participant on the Executive Team, Strategic Planning Committee, and Process Control Team, and worked with staff to make important decisions to improve many aspects of the Agency's business and operations; and

WHEREAS, *Chris* played a leading role in the Agency's annual summer barbecues by procuring the menu items beforehand and being a master on the grill; and

WHEREAS, *Chris* was an early pioneer and supporter of many innovative new wastewater technologies, including CMSA's award winning food waste receiving program, and has been invited to participate in many state and national industry events to share his expertise; and

WHEREAS, *Chris* has trained and mentored many entry-level wastewater operators, many of which are now in leadership positions at California wastewater treatment plants, and Chris provided consistent support to industry workforce development organizations such as the SRJC Wastewater Program and BACWEE; and

Whereas, *Chris's* success at performing the tasks of TPM may only be exceeded by his ability to homebrew a nice Kölsch: and

WHEREAS, **Chris** has always shown the intention to act in the best interest of the Agency and its customers during his tenure at CMSA, and will be missed by all.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners of the Central Marin Sanitation Agency express their appreciation to *Chris* for his years of service and dedication to the Agency.

PASSED AND ADOPTED by the CMSA Board of Commissioners at a regular meeting held on August 13, 2024.

Eli Beckman, Commission Chair	
	ATTEST:
	Dean DiGiovanni. Vice-Chair

BOARD MEMORANDUM

August 8, 2024

To: CMSA Commissioners and Alternates

From: Jason Dow, General Manager

Subject: Board Secretary Nomination and Appointment

Recommendation: Nominate and appoint a Board Secretary.

Summary: The Board annually selects officers and makes appointments to its standing Finance Committee, ad hoc Evaluation Committee, and the North Bay Watershed Association's (NBWA) Board of Directors. These appointments are for a one-year term and are normally made at the July Board meeting.

At the July 9, 2024, meeting, the Board made the following officer and NBWA Board appointments.

Commission Chair: Eli Beckman, Sanitary District No. 2

Commission Vice-Chair: Dean DiGiovanni, San Rafael Sanitation District Commission Secretary: Michael Boorstein, Ross Valley Sanitary District

NBWA Board representative: Michael Boorstein

NBWA Board alternate: Jason Dow

After its July Board meeting, the Ross Valley Sanitary District Board appointed Mary Sylla and Doug Kelly as its representatives on the CMSA Board. Since Michael Boorstein in no longer on the Board, I recommend you consider nominating and appointing a new Board Secretary.

I recently conferred with Michael about his NBWA appointment, and he is very interested in remaining the CMSA representative. The NBWA executive director said that pursuant to the NBWA Memorandum of Understanding and past member agency practices, there is no issue with Michael remaining on the NBWA Board.

BOARD MEMORANDUM

August 8, 2024

To: CMSA Commissioners and Alternates

From: Joyce Cheung, Senior Engineer

Peter Kistenmacher, Technical Services Manager

Approved: Jason Dow, General Manager

Subject: Centrifuge Dewatering System Pre-purchase Agreement

Recommendation: Authorize the General Manager to enter into a Centrifuge Dewatering System pre-purchase agreement with Flottweg for \$1,456,164.

Summary: The Centrifuge Dewatering Improvements Project (Project) includes the replacement of three sludge dewatering centrifuges that were installed in 2002. The pre-purchase of the new centrifuges was planned at the beginning of the Project to help expedite the schedule, avoid unnecessary contractor markups, and to customize the design process around the selected units, in order to reduce installation risk and bid contingencies for the installation contractor. Staff and the design consultant Black & Veatch Corporation (BV) developed the Centrifuge Dewatering System Procurement specifications and received two quotes on August 1, 2024. Based on the fit, performance, capacity, centrifuge features, and service and support, staff recommends the pre-purchase of three Flottweg C2E sludge dewatering centrifuges for \$1,456,164. The cost includes furnishing the centrifuge systems, assistance for delivery, offloading, storage, start-up, and commissioning, inspection and training, submittal shop drawings, extended warranty, taxes, and delivery of all equipment to CMSA.

Fiscal Impact: The Agency's 10-year Capital Improvement Program budget (CIP) allocates \$2,025,000 in FY25 for this Project, of which \$1,500,000 was planned for the pre-purchase of the centrifuges. The remaining budget for FY25 is for the completion of the design services.

Background: In February 2023, the Board approved the Professional Services Agreement with BV to provide engineering design services for the Project. The scope of work included a task for BV to develop and design a centrifuge selection criteria and assist with the pre-purchase of the new centrifuges. Staff preemptively planned for the pre-purchase of the centrifuges at the beginning of this Project for the following reasons:

 Complete and Coordinated Design: Pre-purchase of the centrifuges will allow the design and construction plans to properly reflect the specific requirements necessary to accommodate the centrifuge size and appurtenances including mechanical piping, and

- structural, electrical, and seismic requirements. This is particularly important as the new centrifuges will be installed into an existing room with very limited available space.
- <u>Schedule Savings & Lead Time</u>: The centrifuge manufacturers require 8 weeks to develop the shop drawings. After review and approval of the shop drawing submittals by BV and CMSA staff, the fabrication, assembly and delivery of the centrifuges will then require a lead time of 32-34 weeks. If the centrifuges were procured by the installation contractor, the construction phase would be significantly extended.
- <u>Cost Savings:</u> Pre-purchase of the centrifuges would reduce contractor markups, which typically run at around 10% for materials and equipment.

The above reasons are similar for the justification to pre-purchase the Grit Washing System which was authorized at the May 2024 Board meeting. During that meeting, the Board members indicated that the pre-purchase strategy is efficient and effective considering supply chain issues and escalating costs and should be done if beneficial to the Agency. To that end, staff worked closely with BV to identify the needs and selection criteria for the new centrifuges, and recommends the pre-purchase of the centrifuges for this Project.

Discussion: The replacement centrifuges are sized to accommodate the projected future flows through the 20-year design horizon to year 2043. Loading conditions were developed by Carollo Engineers and accounted for increased loadings from expected population growth and the potential for additional organics that may be fed into the anaerobic digesters should CMSA choose to expand its renewable power delivery program. The replacement centrifuges will have a higher loading capacity (212 gpm versus 150 gpm) and will be physically larger, as compared to the current units.

The size, weight, and configuration of centrifuges can vary significantly between manufacturers. It is important to confirm that the units can fit inside the Agency's space-constrained Centrifuge Room and that the weight and vibrational forces can be easily supported by the existing structure without expensive structural modifications. BV reached out to four manufacturers (Alfa Laval, Andritz, GEA, and Flottweg) to obtain dimensional and weight information. Based on the information and cutsheets received, it was not feasible to install the units from Alfa Laval and Andritz in the Centrifuge Room due to size and/or weight restrictions, and Andritz units would have required costly structural retrofits.

To determine which of the remaining centrifuge manufacturers to select for pre-purchase, a Dewatering Centrifuge Questionnaire was developed and sent to GEA and Flottweg in January 2024. Both manufacturers collected samples from CMSA's digested sludge and performed customized polymer jar tests to confirm polymer requirements. After careful review and preliminary ranking, a formal Request for Proposals was issued to obtain firm quotes from both manufacturers, and responses were received on August 1, 2024.

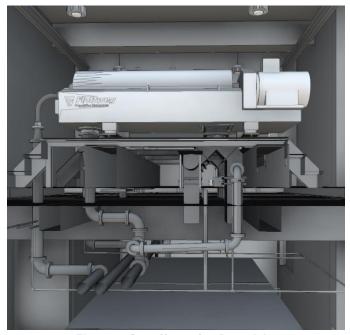
Staff and BV reviewed the proposals, and selected the Flottweg C2E units for the Project based on their cost, ability to fit inside the Centrifuge Room, dewatering performance, capacity,

centrifuge features, operational requirements, and service and support which was confirmed via reference checks. With Board authorization to pre-purchase the centrifuges, the units are anticipated to be on site in August 2025, which would align with the construction phase of this Project.

Images:



Existing Centrifuges



Flottweg Centrifuges in 3D model

Alignment with Strategic Plan: This project actively supports Goal 1 – Objective 1.3 in the Agency's FY25 Business Plan as shown below.

Goal One: CMSA will effectively operate and maintain its treatment facilities in compliance

with changing regulations.

Objective 1.3: Deliver critical and high priority Agency capital projects.

Action: Complete Dewatering System Replacement Project design and begin construction

Attachment:

- Centrifuge Dewatering System Pre-Purchase Agreement

Attachment

CMSA CONTRACT NO. 24-50 GL NO. 0350-550-8503

SECTION 00500

AGREEMENT

Centrifuge Dewatering System Procurement

(CMSA Contract No. 24-50)

THIS AGREEMENT, made and entered into this	day of	2024 by
and between the CENTRAL MARIN SANITATION AGENC	Y, (hereinafter referred to as	the "CMSA"), and
Flottweg Separation Technology, Inc., whose place of busing	ness is located at 10700 Toe	bben Drive,
Independence, KY 41011 (hereinafter designated as the "V	endor").	

WITNESSETH: That the parties hereto do mutually agree as follows:

Degreest for Dropped

ARTICLE 1: For and in consideration of the payments and agreements hereinafter described to be made and performed by the CMSA, the Vendor agrees to furnish all the necessary labor, materials and equipment necessary to design, fabricate, test and deliver **three (3) Sludge Dewatering Centrifuge Systems** to CMSA in strict accordance with the Centrifuge Dewatering System Procurement Documents listed below in this Agreement.

ARTICLE 2: CMSA shall pay Vendor for furnishing all the necessary labor, materials, and equipment necessary to design, fabricate, test and deliver **three (3) Sludge Dewatering Centrifuge Systems** to CMSA for the Total Lump Sum Proposal Price as set forth in the Proposal, which is attached hereto as Exhibit 1, at the time, in the manner, and upon the conditions set forth in the Centrifuge Dewatering System Procurement Documents.

ARTICLE 3: The Centrifuge Dewatering System Procurement Proposal Form, Performance Bond, General and Special Provisions, and the Centrifuge Dewatering System Procurement Documents listed immediately below and all future properly issued change orders, addenda or modifications are incorporated in and made a part of this Agreement.

SPECIFICATIONS

00100	Request for Proposal
00200	Instructions for Proposals
00400	Proposal Form
00500	Agreement
00610	Performance Bond
01000	General Provisions
01100	Supplementary Provisions
01340	Submittal Procedures – Procurement
01400	Quality Control
01610	Product Requirements
01615	Equipment and Valve Identification
01660	Testing and Training
01670	Meteorological and Seismic Design Criteria
01730	Operation and Maintenance Data
01783	Warranties and Bonds
058100	Anchorage in Concrete and Masonry
262924	Variable Frequency Drives
400593	Common Motor Requirements for Process Equipment
406111	Instrumentation and Control System
406611	Network Systems
407800	Panel, Consoles, and Appurtenances
409400	Programmable Logic Controllers

431252 Receiver Mounted Air Compressors 467633 Dewatering Centrifuges

DRAWINGS

Figure 1 Centrate Details
Figure 2 Solids Chute Details

ARTICLE 4: Should any part, term, or provision of this Agreement, the Centrifuge Dewatering System Procurement Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality, or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Centrifuge Dewatering System Procurement Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law.

ARTICLE 5: This Agreement shall be deemed to have been entered into in San Rafael, Marin County, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Marin County. Both parties hereby waive any rights under California Code of Civil Procedure Section 394 or other applicable law to file a motion to transfer any action or proceeding arising out of this Agreement.

ARTICLE 6: The Vendor is aware of, and hereby agrees to comply with, Section 3700 of the Labor Code requiring every employer to be insured against liability for Worker's Compensation or to undertake self-insurance before commencing any of the work pursuant to this Agreement.

ARTICLE 7: The Vendor represents to CMSA that it has the expertise, design, manufacturing, and testing capabilities, and financial capabilities to perform and complete all obligations under this Agreement and the Centrifuge Dewatering System Procurement Documents.

ARTICLE 8: The Vendor represents to CMSA that it is and will be at all times fully qualified and capable of providing the Centrifuge Dewatering System Equipment and services in conformity with the requirements of this Agreement and the Centrifuge Dewatering System Procurement Documents and possesses or will timely obtain all necessary licenses and/or permits required to perform all the work and services required by this Agreement and the Centrifuge Dewatering System Procurement Documents.

ARTICLE 9: The Vendor shall insure that the Centrifuge Dewatering System Equipment is delivered free and clear of all liens, rights of conditional vendors, encumbrances, and claims of laborers or material men, and in conformance with the requirements in the Centrifuge Dewatering System Procurement Documents.

IN WITNESS, these parties have caused this Agreement to be executed the day and year first above written.

VENDOR	CENTRAL MARIN SANITATION AGENCY
Ву:	Ву:
	Jason R. Dow, P.E. General Manager
Title:	

BOARD MEMORANDUM

August 8, 2024

To: CMSA Commissioners and Alternates

From: Peter Kistenmacher, Technical Services Manager

Approved: Jason Dow, General Manager

Subject: Nutrient Removal Alternatives Evaluation and Facilities Plan Project - Award

Professional Services Agreement to Carollo Engineers for Consulting Services

Recommendation: Approve the Professional Services Agreement with Carollo Engineers to provide consulting services for the Nutrient Removal Alternatives Evaluation and Facilities Plan Project in the amount of \$519,756, and authorize the General Manager to sign it.

Summary: The San Francisco Bay Regional Water Quality Control Board (RWB) adopted the final Nutrient Watershed Permit (Permit) in July 2024 which includes interim and final nutrient limits on CMSA's effluent. Compliance with the interim limits will be required starting the second half of FY24, and compliance with the final limits will be required by 2034. At the April 2024 meeting, the Board approved issuing a Request for Proposals (RFP) for consultant services for the Nutrient Removal Alternatives Evaluation and Facilities Plan Project (Project). Four competitive proposals were received and evaluated by staff, and Carollo Engineers (Carollo) was selected as the winning proposer. Carollo's proposal includes Hazen and Sawyer (Hazen) as a major nutrient removal subconsultant. If the Board approves the contract, the work will begin immediately, and a nutrient removal system will be selected for the predesign phase by June 2025. Contracts for subsequent phases of the Agency's Nutrient Removal Program (Program), such as predesign and final design services, will be brought to the Board for consideration of approval in future years.

Fiscal Impact: The Agency's Capital Improvement Program (CIP) allocates \$1,000,000 for Nutrient Removal in FY25, and a total of \$5,000,000 for Nutrient Removal through FY28, which is anticipated to cover the planning, predesign, and final design phases of the Program. The CIP also includes \$65M in FY29 and FY30 as a tentative placeholder for the construction phase. Program costs will be updated once a nutrient removal system is selected. In addition to the proposed \$519,756 Carollo contract, staff expects to expend approximately \$75,000 - \$85,000 for comprehensive nutrient monitoring and sampling in FY25. The contract has an optional task with an allowance of \$30,000 for Wastewater Characterization Assistance, which is not included in the above contract fee. Staff will decide if this task is needed, and if so, determine its scope and fee.

Background: The Program consists of several distinct phases and is a multi-year effort to adequately and efficiently assess, plan, design, and construct the modifications necessary to adhere to RWB's nutrient removal requirements. The first phase of the Program, and the main goal for this Project, entails an evaluation of the nutrient removal alternatives that would allow the Agency to meet the proposed interim and final limits.

Once a preferred alternative is selected, a Facilities Plan for the selected alternative will be prepared, including layout drawings, facility sizing information, conceptual level capital and O&M cost estimates, and an evaluation of the impacts of the new facilities on existing facilities. At the conclusion of this initial Project, anticipated around early summer of 2025, the Project results will be presented to the Board for their feedback and approval of the recommended alternative. Subsequently, staff would work with Carollo to develop a scope of work for the predesign phase of the selected alternative, to be eventually followed by final design, environmental impact review, and then construction.

Discussion: At the February 2024 Board meeting, the General Manager provided an oral report on the draft Permit status including a graph of CMSA's historical effluent nutrient levels compared to the proposed interim and final limits. At the April 2024 Board meeting, the Board approved issuing an RFP to consulting firms specialized in nutrient removal.

Staff sent the RFP to ten consultants that have previously worked with or expressed interest in working with CMSA and have known expertise in nutrient removal. To maximize interest among consulting firms while many other Bay Area municipalities are completing similar work, a three-month RFP response timeline was established. To provide equitability for consultants that have not recently worked with CMSA, staff prepared an extensive background information package as part of the RFP. Additionally, staff held over fifteen project background meetings and site walks with interested consultants and issued an RFP addenda with responses to any questions received.

Four proposals were received from Brown & Caldwell, Black & Veatch, Stantec, and Carollo/Hazen. Staff estimates that these firms have completed or are currently completing most of the nutrient removal related work in the Bay Area. Nutrient projects include the Cities of San Jose, Hayward, Palo Alto, Sunnyvale, South San Francisco, Vallejo San, Napa San, Silicon Valley Clean Water, West County Wastewater District, Delta Diablo, Union Sanitary District, and the San Francisco Public Utilities Commission.

The CMSA project team developed comprehensive RFP evaluation criteria including proposal quality, team qualifications and experience, proposed project approach, reference projects, Project costs, understanding of CMSA facilities, compliance with proposal requirements, and suggestions for improving Project performance. The project team included staff from the various Agency departments as well as the Treatment Plant, Regulatory Compliance, Technical Services and General Managers. After several meetings to discuss and rank the proposals, the project team unanimously selected Carollo/Hazen as the winning proposer. Several follow up

meetings with Carollo/Hazen were held to clarify the team's questions on the proposal. While all four proposals were of very high quality, a combination of factors set the winning proposal apart, including Carollo/Hazen's overall nutrient expertise, reference projects, proposal quality and level of detail provided, institutional knowledge and understanding of CMSA's facilities, creative suggestions for project improvements, and significantly lower overall proposal cost.

Carollo will provide the overall project management and lead tasks related to the Project's nexus to other CMSA facilities including the anaerobic digestion and electrical switchgear systems, leveraging Carollo's lengthy work history at CMSA which includes the Wet Weather Improvements, Cogeneration System Installation, Switchgear Evaluation, Facilities Master Plan and Co-Digestion Capacity Evaluation projects. Hazen would lead the nutrient removal evaluation including development of a treatment process model, interim operational optimization options, and alternatives for permanent nutrient removal facilities. Hazen is considered a national nutrient removal expert and has spearheaded major nutrient removal programs in New York and the Chesapeake Bay along with currently managing several Bay Area nutrient removal projects. For over two decades Hazen has also provided on-call treatment process consulting services to CMSA's operations department and has thus gained a very refined understanding of CMSA's treatment processes. The proposed Project labor hours are approximately evenly split between the two firms.

The major tasks in the proposed scope of work are summarized below, and the Professional Services Agreement along with its Exhibits are attached:

- 1. **Project Management** Project kickoff and progress meetings, invoice preparation, periodic schedule updates and maintaining a project decision log.
- 2. **Background Review and Sampling Improvements Plan Development –** Review of relevant background data and suggested improvements to current sampling practices.
- 3. **Process Modelling –** Development and calibration of a whole-plant process model.
- 4. **Interim Operational Optimization Options –** Development of operational optimization options for CMSA's compliance with the interim nutrient limits from 2024 through 2034.
- 5. **Screening Criteria and Alternatives Evaluation Criteria –** Collaboratively develop the criteria to be employed when screening nutrient removal alternatives.
- 6. **Alternatives Evaluation** Development of a range of viable nutrient removal options that are applicable to CMSA, and shortlisting the most promising three options for more detailed evaluation.
- 7. **Solids Loading/Renewable Energy/Nutrient Nexus** Evaluation of the interconnected nature of digester solids loading from sludge and various organic waste loading scenarios together with CMSA's digester capacity, side stream nutrient loading scenarios and overall facility power demand and renewable energy generation scenarios.
- 8. **Funding Opportunities** Identification of applicable funding opportunities (grants, low interest loans, etc.) for the final selected alternative(s).
- 9. **Facilities Plan Development & Final Report** Preparation of a Facilities Plan for meeting the final nutrient limit for the final selected alternative, including a pilot study

implementation plan (if applicable), overall implementation schedule, facility drawings including key design criteria and layouts of all major new unit processes and interconnections to existing treatment facilities, estimated capital and O&M costs, limited elevation drawings and flow schematics, and electrical single line diagram of the entire CMSA facility including the new proposed facilities. Consultant will also prepare a comprehensive project summary report and assist with preparing summary slides for a final project presentation to CMSA's Board.

10. Wastewater Characterization Assistance (Optional Task) — Detailed wastewater characterization (intensive around-the-clock sampling for a two-week period) is recommended to generated fine grained nutrient data to accurately calibrate the plant process model. CMSA has historically not needed to collect such detailed data and CMSA staff will work collaboratively with Consultant's staff and third-party laboratories to collect and analyze all the required data.

Alignment with Strategic Plan: This Project aligns with the Agency's FY25 Business Plan to support Goal 1 – Objective 1.3 as shown below.

Goal One: CMSA will effectively operate and maintain its treatment facilities in compliance with changing regulations.

Objective 1.3: Deliver critical and high priority Agency capital projects

Action: Select a nutrient removal system for the predesign phase of the Nutrient Removal Project

Attachment:

- Professional Services Agreement with Carollo Engineers for the Nutrient Removal Alternatives Evaluation and Facilities Plan Project

CMSA CONTRACT 24-33 GL 0230-550-8417

CENTRAL MARIN SANITATION AGENCY NUTRIENT REMOVAL ALTERNATIVES EVALUATION AND FACILITIES PLAN PROJECT

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter "Agreement") is made and entered into this _____ day of *August 2024* by and between the Central Marin Sanitation Agency (hereinafter referred to as "Agency") and <u>Carollo Engineers, Inc.</u> (hereinafter referred to as "Consultant").

RECITALS:

WHEREAS, the Agency desires to retain Consultant to perform the services (hereinafter referred to as "Services"), which include, but are not limited to, <u>performing an alternatives evaluation</u> for nutrient removal at the Agency, including developing a process model, providing <u>operational optimization options</u>, evaluating synergies between solids loading/renewable <u>energy/nutrient nexus</u>, assessing funding opportunities, and developing a facilities plan; and

WHEREAS, Consultant represents and warrants that it is qualified, competent, and ready to perform such Services;

NOW, THEREFORE, for and in consideration of the promises contained herein, and the payments to be made by Agency, the parties agree to the following:

1. CONSULTANT'S SCOPE OF SERVICES:

Consultant shall provide the Services described in **Exhibit A** attached hereto and by this reference made a part of this Agreement. If the Agency desires to engage Consultant to perform optional or additional services, the Agency and Consultant will prepare and execute an amendment to this Agreement for the performance of the optional or additional services.

2. <u>AGENCY'S OBLIGATIONS:</u>

The Agency shall:

- (A) Provide access to and make provisions for the Consultant to enter the Agency's facilities as needed by Consultant in order for it to perform the Services, subject only to Consultant providing the Agency with reasonable advance notice of its need for access to one or more of the Agency's facilities.
- (B) Make available to Consultant all pertinent data, contract documents, record drawings, reports, studies, and other records (hereinafter collectively "Information") requested by Consultant for its review and use, and reliance in its performance of the Services.
- (C) Provide review comments on project deliverables per the agreed upon activity and project schedules.

3. FEES:

The fees for furnishing the Services to be performed under this Agreement shall not exceed \$549,756 (five hundred forty-nine thousand, seven hundred fifty-six dollars), as set forth in the fee and task proposal which is attached hereto as **Exhibit A** and by this reference incorporated herein and made a part of this Agreement. Said fees shall remain in effect for the entire term of the Agreement.

If during the performance of the Services, Consultant makes a good faith determination that there will be a balance remaining in a task upon its completion, the Consultant, with the Agency's prior agreement, which shall not be unreasonably withheld, may reallocate that amount among other tasks that have not been completed but have exceeded or are estimated to exceed the amount originally allocated for those tasks.

4. **PAYMENT**:

The Agency shall pay Consultant for proper performance of the Services according to the fee schedule set forth in **Exhibit B**. On a monthly basis, Consultant will provide the Agency with a written invoice setting forth the hours spent by Consultant's assigned personnel along with any reimbursable expenses incurred during that month together with supporting documentation as requested by the Agency. The fees for services under this Agreement shall be due within thirty (30) calendar days after approval by the Agency of the invoice covering the services and reimbursable expenses.

5. AGREEMENT TIME:

This Agreement shall commence when executed by the Agency and Consultant, and shall terminate on **December 31, 2024.** Time is of the essence with respect to this Agreement. This Agreement's Time may be extended by mutual agreement of the parties. Consultant's Services shall be performed and the deliverables provided in accordance with the Schedule that is attached in **Exhibit C** and by this reference made a part of this Agreement.

6. INSURANCE:

Consultant shall procure and maintain at all times during the performance of the Agreement at its expense the following insurances:

(A)(i) Workers' Compensation and Employer's Liability Insurance for protection of Consultant's employees as required by the State of California and as will protect Consultant from loss or damage because of personal injuries, including death to any of its employees. Employers Liability insurance shall be provided in amounts not less than:

\$1,000,000 each accident for bodily injury

\$1,000,000 each employee for bodily injury by disease

- (A)(ii) <u>Comprehensive Automobile Liability Insurance</u> shall provide coverage for bodily injury and property damage liability. This policy shall protect Consultant against all liability arising out of the use of owned or leased automobiles both passenger and commercial. Automobiles, trucks, and other vehicles and equipment (owned, not owned, or hired, licensed or unlicensed for road use) shall be covered under this policy. Limits of liability for Comprehensive Automobile Liability Insurance shall not be less than \$1,000,000 per accident for bodily injury and property damage.
- (A)(iii) Comprehensive General Liability Insurance as will protect Consultant and the Agency from any and all claims for damages or personal injuries, including death, which may be suffered by persons, or for damages to or destruction to the property of others, which may arise from the Consultant's Services under this Agreement. Said insurance shall provide a minimum of \$1,000,000 Combined Single Limit coverage for personal injury, bodily injury, and property damage for each occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately for this Agreement or the general aggregate limit shall be twice the required occurrence limit. Such insurance will insure Consultant and the Agency from any and all claims arising from the following:
 - 1. Personal injury;
 - 2. Bodily injury;
 - 3. Property damage;
 - 4. Broad form property damage;
 - 5. Independent contractors;
 - 6. Blanket contractual liability.
- (A)(iv) **Professional Liability Insurance** shall protect Consultant from claims arising out of negligent acts, errors or omissions of Consultant in the performance of the Service in an amount of not less than \$1,000,000. The policy shall cover the indemnity provisions under this Agreement. Consultant shall maintain this insurance for twelve (12) months after the Services required under this Agreement have been completed.
- (B) Consultant agrees to procure and maintain such insurances at Consultant's expense in full force and effect in a company or companies satisfactory to the Agency. All coverage shall remain in effect until completion of the Services.
- (C) Consultant will furnish the Agency with certificates of insurance issued by Consultant's insurance carrier(s) and countersigned by an authorized agent or representative of the insurance company. The certificates shall show that the insurance will not be cancelled, altered, or reduced without at least ten (10) days' prior written notice to the Agency. The certificates for liability insurance will show that liability assumed under this Agreement is included.
- (D) Consultant hereby grants to CMSA a waiver of any right to subrogation which any insurer of said Consultant may acquire against CMSA by virtue of the payment of any

loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CMSA has received a waiver of subrogation endorsement from the insurer.

- (E) The general liability and automobile liability insurance policies shall contain or be endorsed to contain the following provisions:
 - (i) The Agency, its members including San Rafael Sanitation District, Ross Valley Sanitary District, Sanitary District No. 2 of Marin County, the City of San Rafael, the Town of Corte Madera, their respective commissioners, directors, councilmembers, officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its members including San Rafael Sanitation District, Ross Valley Sanitary District, Sanitary District No. 2 of Marin County, the City of San Rafael, the Town of Corte Madera, their respective commissioners, directors, councilmembers officers, officials, employees and volunteers.
 - (ii) For any claims related to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the Agency, its members including San Rafael Sanitation District, Ross Valley Sanitary District, Sanitary District No. 2 of Marin County, the City of San Rafael, the Town of Corte Madera, their respective commissioners, directors, councilmembers, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its members including San Rafael Sanitation District, Ross Valley Sanitary District, Sanitary District No. 2 of Marin County, the City of San Rafael, the Town of Corte Madera, their respective commissioners, directors, councilmembers, officers, officials, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute to it.
 - (iii) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (iv) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party except after ten (10) days' prior written notice by mail, has been given to the Agency. Consultant agrees to provide notification to the Agency in the event the insurance policies are suspended, voided, or reduced in coverage or limits.
- (F) 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 CMSA.

Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of this Agreement. In addition to any other available remedies, Agency may suspend payment to the Consultant for any services provided during any time that insurance was not in effect and until such time as the Consultant provides adequate evidence that Consultant has obtained the required insurance coverage.

CMSA, at its discretion, may waive insurance requirements or reduce the above stated coverage limits based on the Consultant's scope of work and complexity of the associated tasks.

7. NONDISCRIMINATORY EMPLOYMENT:

Consultant and/or any permitted sub-consultant, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age, condition of disability, or other protected category. Consultant and/or any permitted sub-consultant understands and agrees that Consultant and/or any permitted sub-consultant is bound by and will comply with the nondiscrimination mandates of all federal, state and local statutes, regulations and ordinances.

8. <u>LICENSING AND PERMITS:</u>

The Consultant shall procure and maintain as required the appropriate licenses and permits required to perform the Services throughout the life of this Agreement.

9. BOOKS OF RECORD AND AUDIT PROVISION:

Consultant shall maintain on a current basis complete books and records relating to this Agreement and the Services performed. Such records shall include, but not be limited to, documents supporting all billings to the Agency for the Services performed. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Agreement. In addition, Consultant shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Agreement. Consultant will permit Agency to audit all books, accounts or records relating to this Agreement or all books, accounts or records of any business entities controlled by Consultant who participated in this Agreement in any way. Any audit may be conducted on Consultant's premises or, at Agency's option, Consultant shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from Agency. Consultant shall refund any moneys erroneously charged.

10. <u>TITLE TO INFORMATION & DOCUMENTS:</u>

It is understood that any and all documents, including but not limited to Information,

documents, and reports concerning this Agreement's Services prepared by and/or submitted to the Consultant, shall be the property of the Agency. The Agency may provide the Consultant's work product(s) to another person or entity in the future for a separate specific assignment. However, Consultant retains all intellectual property rights, including copyrights, applicable to its work. The Consultant may retain reproducible copies of the documents that it prepares as part of the Services. In the event of the termination of this Agreement, for any reason whatever, Consultant shall promptly deliver all Information, including but not limited to writings, plans, reports and other documents to Agency without exception or reservation.

11. TERMINATION:

- (A) **Notice to Cure.** If Consultant at any time fails to properly and diligently perform the Services covered by the Agreement, or has committed a material breach of a provision of this Agreement, the Agency shall give Consultant written notice that within two (2) working days of its receipt of said notice, Consultant shall commence and continue satisfactory correction of such default or breach with diligence and promptness.
- (B) **Consultant Default.** If Consultant fails to commence, within two (2) working days after receipt from the Agency of the notice issued under the above paragraph (A) and diligently thereafter, to correct the default or breach, then the Agency may pursue any remedies available by common law, statute, or this Agreement, including, but not limited to, one or more of the following:
 - (i) withhold any sums due or thereafter to become due to Consultant under the Agreement and during such period such withheld amounts shall not accrue interest; or
 - (ii) terminate the Agreement.

Within seven (7) business days of Consultant's correction of the default or breach, the Agency shall release to the Consultant any monies withheld.

(C) **Termination for Convenience.** The Agency may for its convenience and at any time and for any reason terminate Consultant's Services and this Agreement. Termination shall be by service of written notice to Consultant at its address for notice set forth below. Upon receipt of such notice, Consultant shall, unless the notice directs otherwise, immediately discontinue performing the Services.

Upon such termination, sub-consultants shall be entitled to payment only for the Services completed as of the date of termination pursuant to the Agreement. Consultant shall not be entitled to any claim or claim for any additional compensation, lost profit, or other damages in the event of such termination.

12. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performances of the Services herein, the Consultant, and the agents and employees thereof, shall act as an independent contractor and not as officers,

employees or agents of the Agency. Consultant shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and worker's compensation for its employees.

13. **AMENDMENT**:

This Agreement may be amended or modified only by written agreement of all parties.

14. ASSIGNMENT OF SERVICES AND PERSONNEL:

The Consultant shall not subcontract or assign any portion of the Services required to be performed pursuant to this Agreement without the prior written approval of the Agency. Further, Consultant shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided and are acceptable to Agency, as is evidenced in writing.

15. **JURISDICTION AND VENUE:**

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

16. INDEMNIFICATION:

Consultant shall indemnify, defend, and hold harmless the Agency, its members including San Rafael Sanitation District, Ross Valley Sanitary District, Sanitary District No. 2 of Marin County, the City of San Rafael, the Town of Corte Madera, and their respective commissioners, directors, councilmembers, officers, officials, and employees (collectively "Indemnitees") from any and all claims for damages including, but not limited to, money, expenses, and/or losses (collectively "Claim") to the extent Claim arises from Consultant's negligence, recklessness, and/or willful misconduct in the performance of the Services under this Agreement.

Notwithstanding the foregoing, for any Claim alleging Consultant's negligence, recklessness, and/or willful misconduct, Consultant's obligations and liability for costs of the Indemnitees' defense shall not exceed the Consultant's proportionate percentage of fault for the Claim.

17. STANDARD OF CARE:

Consultant shall complete the services required hereunder in accordance with the prevailing standard of care by exercising the skill and ability ordinarily required to perform the same or similar services, under the same or similar circumstances, in the State of California. Consultant shall, at no cost to the Agency, re-perform any part of the services which fail to satisfy the foregoing standard of care.

18. <u>ESTIMATES AND PROJECTIONS:</u>

Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over the incoming water quality and/or quantity, or over the way the Agency's facilities and/or associated processes are operated and/or maintained. Data projections and estimates are based on Consultant's opinion based on experience and judgment. Consultant cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by Consultant and Consultant does not and will be not liable to and/or indemnify the Agency and/or any third party related to any inconsistencies between Consultant's data projections and estimates and actual costs and/or quantities realized by the Agency and/or any third party in the future.

19. THIRD PARTIES:

The services to be performed by Consultant are intended solely for the benefit of Agency and its members. No person or entity not a signatory to this Agreement shall be entitled to rely on Consultant's performance of its services hereunder, and no right to assert a claim against Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Consultant's services hereunder.

20. FORCE MAJEURE:

Neither Consultant nor Agency shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storms, lightening, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either Consultant or Agency under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint.

21. <u>COMPLIANCE WITH APPLICABLE LAWS:</u>

In performance of the services, Consultant will comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria, and standards.

22. WAIVER:

A waiver by either the Agency or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing and executed by the waiving party. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

23. SEVERABILITY:

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

24. <u>INTEGRATION:</u>

This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the Consultant and Agency pertaining to this Agreement and the Services to be performed, whether written or oral.

25. NOTICES AND DESIGNATED REPRESENTATIVES:

<u>Peter Kistenmacher</u> is the designated representative for CMSA and will administer this Agreement for CMSA. <u>Rick Chan</u> is the designated representative for Consultant. Changes in designated representatives shall occur only by advance written notice to the other party.

All invoices shall be submitted and approved by the designated Agency representative and all notices shall be given to Agency at the following location:

1301 Andersen Drive San Rafael, CA 94901

Notices shall be given to Consultant at the following address:

Carollo Engineers 2795 Mitchell Drive Walnut Creek, CA 94598

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement on the date first above written.

APPROVED BY:

CENTRAL MARIN SANITATION AGENCY:	CONSULTANT:		
Jason R. Dow, General Manager	Rick Chan, Senior Vice President		
	Federal Tax ID #:		

Exhibit A:

Consultant's Scope of Services

EXHIBIT "A"

CENTRAL MARIN SANITATION AGENCY

NUTRIENT REMOVAL ALTERNATIVES EVALUATION AND FACILITIES PLAN PROJECT

SCOPE OF WORK

August 7, 2024

On July 10, 2024, the Regional Water Board adopted Order R2-2024-0013 that outlines waste discharge requirements for nutrients from municipal wastewater discharges to San Francisco Bay (NPDES Permit CA0038873). As part of this Order, Central Marin Sanitation Agency's (CMSA) effluent will be required to meet an interim effluent limit of 1,300 kg/day of total inorganic nitrogen (TIN) starting October 1, 2024, and a final effluent limit of 480 kg/day of TIN starting October 1, 2034. The interim and final limits are for the average discharge from May 1 through September 30.

The purpose of this project is to help CMSA prepare a Facilities Plan to evaluate nutrient removal technologies and alternatives to address the nutrient requirements. The following scope of work presents key tasks to be performed on this project:

1. Task 1 - Project Management

- a. Consultant shall prepare an overall project schedule for Consultant's services and shall track contract budget monthly. Monthly invoices must include itemized tasks, budget allocation, percent completion, remaining budget balance, summary of work completed during billing period for each task, anticipated work in next billing period, and any budget issues.
- b. Consultant shall conduct 20 biweekly (every other week) conference calls with CMSA staff to report on project progress and action items, review information needs, and communicate decisions. It is assumed that two (2) Consultant project team members will participate in each conference call and each call will last approximately 60 minutes. Meeting minutes will not be prepared for these calls. Meetings are included under Task 2 below.
- Consultant shall maintain a decision log documenting key decisions made as the project progresses, and shall update the project schedule at key project milestones.

2. Task 2 - Alternatives Evaluation and Facilities Plan

- a. Task 2.1 Background Review and Kickoff Meeting
 - i. There are substantial amounts of relevant background data, reports,

- and studies, including the adopted Order requirements applicable to CMSA. Consultant shall review these documents prior to the kickoff meeting and identify noteworthy items for group discussion. Consultant shall prepare and submit a data request to CMSA.
- ii. Consultant shall present an overall Project schedule, propose Project goals and objectives, introduce Consultant and CMSA project teams, and review roles, expectations, and procedures for the Project. Consultant shall conduct an in-person Kickoff meeting followed by a site visit to tour CMSA's treatment plant. It is assumed that five (5) Consultant project team members will attend the Kickoff meeting.
 - 1. <u>Deliverable</u>: Kickoff meeting presentation and minutes.

b. Task 2.2 – Sampling Improvements Plan

- i. CMSA has completed only limited historic nutrient sampling. CMSA's current nutrient sampling plan is included in the attachments. For some of these sample points, only a few months of data exists. Consultant shall review the current nutrient sampling plan in Attachment 8, including sampling locations and frequencies and, <u>as part of their proposal per the timeline in Section IV</u>, suggest immediate sampling improvements which CMSA should implement to better the Project planning and eventual design.
- ii. During the kickoff meeting, the selected Consultant shall review the then most up-to-date CMSA nutrient sampling plan and available nutrient data, and also suggest any additional recommended improvements for implementation.
- iii. Samplings Improvements Workshop (Virtual Format):
 - Consultant shall present a sampling shortfall analysis of the current schedule and improvements plan indicating which sampling constituents/locations/frequencies are recommended to be improved and how.
 - 2. <u>Deliverable</u>: Meeting presentation, minutes, and brief Technical Memorandum (TM 1) documenting key conclusions of this task.

c. Task 2.3 – Process Modelling

- Consultant shall prepare a whole-plant (liquid and solids stream)
 process model for use in the nutrient removal alternatives
 evaluation and all other tasks in this RFP, including Task 2.4 Interim
 Operational Optimization Options and Task 2.7 Solids
 Loading/Renewable Energy/Nutrient Nexus.
- ii. Model shall be developed using BioWin.
- iii. The model shall be calibrated with available CMSA process data for the

- past five consecutive years.
- iv. The model shall be prepared in a way that it can be easily employed during the subsequent predesign and final design phase of the project, and all data for the model shall be packaged and transferred to CMSA if requested. Model shall be constructed in such a way that shall be easily compatible with potential future AI/digital twin type computational processes.

v. <u>Deliverables</u>:

- 1. Conduct a virtual meeting to coordinate and review inputs and parameters of existing conditions.
- Conduct a virtual meeting to review process model and confirm results reflect current operations before optimization efforts.
- 3. Process model of existing conditions, and various final and interim treatment process alternatives based on below tasks.

d. Task 2.4 – Interim Operational Optimization Options

- i. The intent of this task is to suggest operational optimization options for CMSA compliance with the interim nutrient limits for the next 10 years, until the final limits take effect. Consultant shall request and review CMSA's historic treatment plant operating parameters and facilitate workshops with suggested solutions for CMSA to meet the interim permit limits with a reasonable factor of safety.
 - 1. Operational Optimization Workshop #1 (Virtual Format)
 - Review of existing CMSA process operations strategies and discussions of key criteria for potential operational improvements. Identified optimizations will be screened down to up to three (3) strategies for further evaluations.
 - i. Deliverable: Meeting presentation and minutes.

2. Operational Optimization Workshop #2 (Virtual Format)

- Consultant shall present feasible operational optimization strategies for CMSA's consideration along with high level evaluation of anticipated capital and operating costs (including staffing impacts), pros/cons, and other considerations for each option for up to three (3) optimization strategies.
 - <u>Deliverable</u>: Meeting presentations and minutes. Concise Operational Optimization Technical Memorandum (TM 2) documenting key conclusions of this task.

ii. <u>Note</u>: Depending on the outcomes of this task, CMSA may negotiate a separate Task with the Consultant to further develop the recommended operational optimization strategy, including potential pilot or full-scale testing and implementation at CMSA.

e. Task 2.5 – Screening Criteria and Alternatives Evaluation Criteria Development

- i. This task is to collaboratively develop the proposed criteria to be employed when screening nutrient removal alternatives.
- ii. <u>Criteria Workshop</u>. Consultant shall facilitate a workshop (virtual format) to discuss and agree on key design and alternatives evaluation criteria to be employed during the alternatives evaluation. Tradeoffs and cost implications of various design criteria shall be clearly explained to CMSA staff.
- iii. <u>Deliverable</u>: Meeting presentations and minutes. Design Criteria Technical Memorandum (TM 3) documenting key conclusions of this task.

f. <u>Task 2.6 – Alternatives Evaluation</u>

- i. Consultant shall develop a range of viable nutrient removal options that are applicable to CMSA and quickly screen them down to a shorter list of up to three (3) options for more detailed evaluation in collaboration with CMSA. Options should be categorized by the Consultant into logical categories. Consultant shall rank options according to the criteria developed in the above tasks.
- ii. Nutrient Limits. CMSA is currently aware of the proposed interim and final limits in the adopted Order. The proposed nutrient removal alternatives shall at a minimum be able to meet all currently known nutrient limits. Proposed alternatives shall also consider the potential for the Water Board to issue future nutrient removal limits that may be more stringent than what is currently known. The proposed alternatives shall be planned to be easily adaptable/flexible to accommodate such future, lower limits.

iii. Alternatives Evaluation Workshop #1 (Virtual Format)

- 1. Consultant shall present the initial range of alternatives and the preliminary screening results yielding up to three (3) final alternatives for further evaluation.
- 2. <u>Deliverable</u>: Workshop presentation and minutes.

iv. Alternatives Evaluation Workshop #2 (Virtual Format)

 Consultant shall evaluate up to three (3) final alternative(s), including the following information for each final alternative:

- High level capital and O&M cost estimate. Costs will not be generated for additional investments that would be necessary to achieve lower limits than currently established.
- Layout drawings in CAD.
- Implications of alternatives to the planned CMSA CIP projects. This includes a review of CMSA's Main Switchgear Replacement Project with respect to improvements needed at various electrical system trigger points to accommodate the additional power requirements needed for each alternative. In addition, impacts of the alternatives on standby power philosophy, cogeneration system operation, and SCADA system integration will also be reviewed. In addition, implications of alternatives to other relevant CIP projects shown in CMSA's FY25 Budget and 10-year CIP Document will be described at a high level.
- Implications to O&M of current treatment plant.
- Ranking of each alternative against each other using the criteria established in prior tasks.
- Other important considerations including:
 - i. Constructability.
 - ii. Construction sequencing.
 - iii. Space planning to consider the implications of the proposed new facilities on CMSA's traffic routes, available open land areas, and existing unit processes.
 - iv. Ability to modify the alternatives to accommodate more stringent nutrient limits than currently established.
- 2. Present the information above to CMSA in a workshop.
- Deliverable: Workshop presentation and minutes.
 Alternatives Evaluation Technical Memorandum (TM 4) documenting key conclusions of this task, including recommended alternative.
- g. Task 2.7 Solids Loading/Renewable Energy/Nutrient Nexus
 - i. CMSA has completed a limited excel based process model of the

- solids/digesters for various future organic loading scenarios, and the anticipated flows and loads are tabulated in Attachment 6.
- ii. Additional important organic waste would increase the amount of renewable power CMSA can produce to power its Facilities and export to the grid. At the same time, it would increase the nutrient loading returning to the treatment plant via the side stream, which could increase the amount of overall power the Facilities consume.
- iii. Process improvements such as primary clarifier baffles and nutrient removal can also alter future sludge loadings to CMSA's digesters.
- iv. As part of the above process modelling and alternatives evaluation tasks, Consultant shall evaluate and consider the interconnected nature of digester solids loading from sludge and various organic waste loading scenarios together with CMSA's digester capacity, side stream nutrient loading scenarios, overall facility power demand scenarios, and renewable power generation scenarios. Consultant shall coordinate the timing of this task with the timing of Task 2.6 so that all the potential impacts of future solids loading onto potential nutrient removal alternatives are properly considered.

h. Task 2.8 – Funding Opportunities

- i. Consultant shall assist CMSA with identifying applicable funding opportunities (i.e. grants, low interest loans, etc.) for the final selected alternative(s). Provide a summary of each funding opportunity, documented in a Funding Matrix which will list items such as funding agency, program and description, total funding available, funding application timeline and deadline, documentation requirements, and pros and cons for each applicable funding opportunity and other noteworthy items.
- ii. <u>Note</u>: Only include effort for the summary of applicable funding opportunities. Assistance with preparing funding applications (if any) would be under a separate negotiated scope with the Consultant.
 - 1. <u>Deliverable</u>: Concise Funding Opportunities Technical Memorandum (TM 5) documenting key conclusions of this task.

i. <u>Task 2.9 – Facilities Plan</u>

- i. This task is to prepare a Facilities Plan for meeting the final nutrient limits for the final selected alternative above. The plan shall include the following elements at a minimum:
 - 1. Pilot study implementation plan (if piloting is recommended).

- 2. Overall implementation schedule, broken out by key tasks including but not limited to permitting, pre-design, final design, construction, and commissioning. Use Microsoft Project with critical path items based on the design-bid-build project delivery method, and provide suggestions on what major equipment to pre-purchase, if any.
- 3. Facility drawings in CAD, key design criteria, and estimated capital and O&M cost for the recommended alternative.

 Minimum CAD drawings for the selected alternative to include:
 - Site layout drawings including layouts of all major new unit processes and interconnections to existing treatment facilities.
 - Design criteria, including any pumping equipment and chemical feed facilities.
 - Location drawings for major new mechanical equipment.
 - Elevation drawings for all new unit processes.
 - Flow schematic(s) for all new unit processes showing changes from existing to proposed facilities.
 - Single line diagram of entire CMSA facility with new unit processes and associated electrical improvements shown.
- 4. Co-digestion program impact assessment. CMSA has completed capacity studies to determine how much additional external organic waste can be imported to enhance CMSA's renewable energy production. Once the final recommended nutrient alternative is selected, Consultant shall determine the impacts of the selected alternative to CMSA's co-digestion program, as well as the impacts of additional co-digestion on the nutrient removal facilities. Consultant shall estimate how much additional sludge is produced from nutrient removal processes and how much CMSA's overall power consumption/renewable power production may change. Consultant shall also coordinate those changes with the added nutrient loads to the treatment plant from co-digestion.
- 5. Summary of program delivery options.
 - CMSA has traditionally delivered projects via designbid-build which has worked well for the past projects.
 - Consultant shall provide a summary of alternative delivery mechanism to consider, along with a

descriptions or pros/cons associated with each delivery mechanism.

6. Facilities Plan Workshop (Virtual Format).

- Consultant shall present the proposed Facilities Plan to CMSA.
- 7. <u>Deliverables</u>: Workshop presentation and minutes. Facilities Plan Technical Memorandum (TM 6) documenting key conclusions of this task.

j. Task 2.10 – Final Alternatives Evaluation and Facilities Plan Report

i. Consultant to prepare a concise technical report summarizing the results and conclusions of all the above tasks.

1. Deliverables:

- Final Report
- Presentation to CMSA Board (In-Person Format). It is assumed that two (2) Consultant project team members will attend the Board Meeting. Consultant shall provide presentation slides to CMSA for review prior to the meeting.

3. Optional Tasks

a. Task 3.1 – Wastewater Characterization Assistance

- i. Consultant shall perform a two-week wastewater characterization study prior to the design phase to refine and calibrate the process model to increase the accuracy of predicting future plant performance and optimize process design elements. For budgeting purposes, an allowance of \$30,000 is included for this task.
- ii. Deliverables: Technical Memorandum (TM 7) documenting key conclusions of this task.

4. Assumptions

- a. The following key assumptions were used to develop the Scope of Work:
 - Task 1's Project Management services are based on a project duration of ten (10) months.
 - ii. All Consultant deliverables will be submitted in PDF format unless indicated otherwise.

- iii. All meetings and workshops will be 2 hours in length unless indicated otherwise.
- iv. Site layout drawings will be based on the most current aerial topographic base maps provided by CMSA. A new aerial topographic base map is not included in this Scope of Work.
- v. Foundation design and cost estimates for proposed new structures will be based on past geotechnical studies provided by CMSA. A new geotechnical study is not included in this Scope of Work.
- vi. All cost estimates will be prepared to generally meet the criteria for an AACE Class 4 estimate unless indicated otherwise.
- vii. All deliverables (meeting minutes, technical memorandums, reports, etc.) will be initially submitted in draft form for review by CMSA for up to 14 calendar days. Applicable review comments will be incorporated into each final deliverable.

EXHIBIT B FEE ESTIMATE

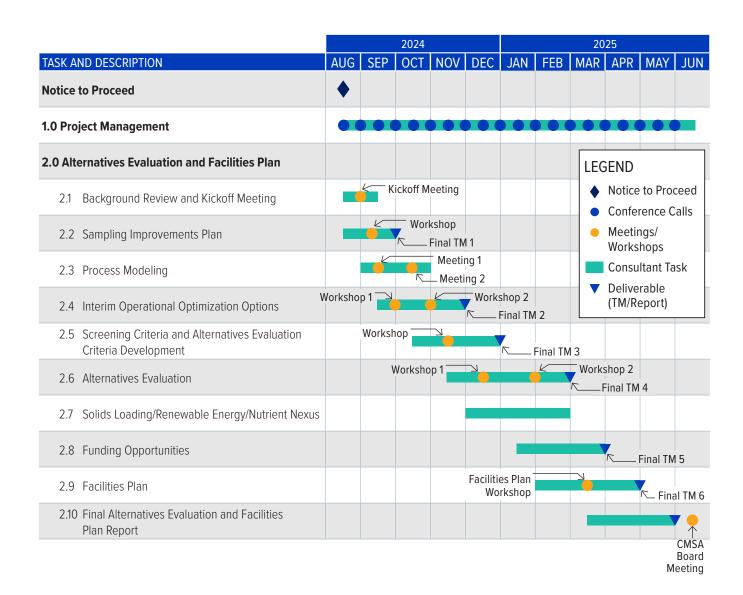
CENTRAL MARIN SANITATION AGENCY NUTRIENT REMOVAL ALTERNATIVES EVALUATION AND FACILITIES PLAN PROJECT

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Task Description	\$330	Dorafsha \$310	Vasquez \$270	Appleton \$290	Support \$240	\$185	DP \$145	Total Hours	Labor Cost	PECE \$16.00	Pitt \$350	Merlo \$330	Chu \$280	Latimer \$280	Support \$240	Total Hours	Labor Cost	Sub	Allowance	ODC Total	Total Cost
1.0 Project Management	φυσυ	ψυτο	ΨΖΙΟ	Ψ290	Ψ240	ψ105	φ143	110015	Cost	φ10.00	ψυυυ	φοσο	φ200	φ200	Ψ240	Tiours	COST	Iviai Kup	Allowance	Total	Cost
1.1 Project Administation and Project Schedule	10	0	0	0	10	0	0	20	\$5,700	\$320	0	0	0	0	0	0	\$0	\$0	\$0	\$320	\$6,020
1.2 Project Biweekly Conference Calls	20	Ö	0	0	0	0	0	20	\$6,600	\$320	10	10	0	0	0	20	\$6,800	\$680	\$0	\$7,800	\$14,40
1.3 Project Decision Log and Schedule Updates	<u>10</u>	0	0	0	<u>10</u>	0	0	<u>20</u>	\$5,700	\$320	0	0	0	0	0	0	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	\$320	\$6,020
Task 1.1 to 1.3 Total =		0	0	0	20	0	0	60	\$18,000	\$960	10	10	0	0	0	20	\$6,800	\$680	\$0	\$8,440	\$26,44
2.0 Alternatives Evaluation and Facilities Plan																					
2.1 Background Review and Kickoff Meeting																				1 '	i
a. Background Review	4	4	4	4	8	0	0	24	\$6,720	\$384	4	4	4	0	8	20	\$5,760	\$576	0	\$6,720	\$13,44
b. Prepare for and Attend Kickoff Meeting	<u>12</u>	6	0	0	4	0	0	22	\$6,780	\$352	<u>6</u>	6	0	0	6	<u>18</u>	\$5,520	<u>\$552</u>	0	\$6,424	\$13,20
Task 2.1 Total =		10	4	4	12	0	0	46	\$13,500	\$736	10	10	4	0	14	38	\$11,280	\$1,128	0	\$13,144	\$26,64
2.2 Sampling Improvements Plan	10	10	•	•				10	Ψ10,000	Ψίσο		10				00	ψ11,200	ψ1,120		ψ10,111	Ψ20,0
a. Sampling Improvements Plan	4	0	0	0	0	0	0	4	\$1,320	\$64	4	6	0	2	4	16	\$4,900	\$490	0	\$5,454	\$6,77
b. Prepare for and Attend Sampling Improvements Plan Workshop	4	0	0	0	0	Ö	0	4	\$1,320	\$64	4	6	0	0	8	18	\$5,300	\$530	0	\$5,894	\$7,21
c. Sampling Improvements Plan TM (TM 1)	4	Ö	0	0	4	<u>0</u>	6	-	\$3,150	\$224	4	6	0	4	<u>16</u>	<u>30</u>	\$8,340	<u>\$834</u>	0	\$9,398	\$12,54
Task 2.2 Total =	12	0	0	0	4	0	6	<u>14</u> 22	\$5,790	\$352	12	18	0	6	28	64	\$18,540	\$1,854	0	\$20,746	\$26,53
2.3 Process Modeling	12				-	0	O .		Ψο,του	ΨΟΟΣ	12	10			20	0-7	ψ10,040	Ψ1,004		Ψ20,740	Ψ20,00
a. Prepare and Calibrate Whole-Plant Process Model	4	0	0	0	0	0	0	4	\$1,320	\$64	8	0	32	8	16	64	\$17,840	\$1,784	0	\$19,688	\$21,00
b. Prepare for and Attend Process Modeling Meeting 1	4	0	0	o n	4	Ö	0	8	\$2,280	\$128	6	o o	4	0	8	18	\$5,140	\$514	0	\$5,782	\$8,06
c. Prepare for and Attend Process Modeling Meeting 2	4	0	0	l o	4	0	0	<u>8</u>	\$2,280	\$128	<u>6</u>	l ő	4	0	8	18	\$5,140	\$514	0	\$5,782	\$8,06
Task 2.3 Total =	12	0	0	0	8	0	0	20	\$5,880	\$320	20	0	40	8	32	100	\$28,120	\$2,812	0	\$31,252	\$37,13
2.4 Interim Operational Optimization Options	12	0	0			0	3	20	ψυ,υυυ	ψυΖυ	20		-10		02	100	Ψ20,120	Ψ2,012		ΨΟ 1,202	ψ01,10
a. Interim Operational Optimization Evaluation	1	0	16	0	0	0	0	20	\$5,640	\$320	8	40	Ω	8	36	100	\$29,120	\$2,912	0	\$32,352	\$37,99
b. Prepare for and Attend Interim Operational Optimization Workshop 1	1	0	6	0	0	0	0	10	\$2,940	\$160	6	6	0	0	ο ο	20	\$6,000	\$600	0	\$6,760	\$9,70
c. Prepare for and Attend Interim Operational Optimization Workshop 2	4	0	6	0	0	0	0	10	\$2,940	\$160	6	6	0	0	0	20	\$6,000	\$600	0	\$6,760	\$9,700
	4	0	0	0	0	_	0				_	0	0	_	40					. ,	
d. Interim Operational Optimization TM (TM 2) Task 2.4 Total =	16	0	34	0	<u>6</u> 6	0	6	<u>22</u> 62	\$5,250 \$16,770	<u>\$352</u> \$992	<u>6</u> 26	<u>o</u>	<u>0</u>	6 14	40 92	68 208	\$18,260 \$59,380	\$1,826	0	\$20,438	\$25,68 \$83,08
	10	U	34	U	0	0	O	02	\$10,770	φ992	20	60	16	14	92	200	\$59,560	\$5,938	0	\$66,310	გ ია,0ი
2.5 Screening Criteria and Alternatives Evaluation Criteria Development	1			0	0				#4.000	004				0	0	00	#0.400	0040		00040	#40.00
a. Screening Criteria Development	4	0	0	0	0	0	0	4	\$1,320	\$64	8	0	8	6	6	28	\$8,160	\$816	0	\$9,040	\$10,36
b. Prepare for and Attend Screening Criteria Workshop	4	0	0	0	4	0	0	8	\$2,280	\$128	8	0	8	6	6	28	\$8,160	\$816	0	\$9,104	\$11,38
c. Screening Criteria TM (TM 3)	4	<u>0</u>	<u>0</u>	<u>0</u>	4	<u>0</u>	6	<u>14</u> 26	\$3,150	\$224	4	0	<u>6</u>	4	4	<u>18</u>	<u>\$5,160</u>	<u>\$516</u>	<u>0</u>	<u>\$5,900</u>	\$9,050
Task 2.5 Total =	12	0	0	0	8	0	6	26	\$6,750	\$416	20	0	22	16	16	74	\$21,480	\$2,148	0	\$24,044	\$30,79
2.6 Alternatives Evaluation												1 -					****			l '	
a. Alternatives Evaluation Development	4	0	0	0	0	0	0	4	\$1,320	\$64	16	0	40	8	24	88	\$24,800	\$2,480	0	\$27,344	\$28,66
b. Prepare for and Attend Alternatives Evaluation Workshop 1	6	4	0	0	4	0	0	14	\$4,180	\$224	8	0	8	6	8	30	\$8,640	\$864	0	\$9,728	\$13,90
c. Prepare for and Attend Alternatives Evalaution Workshop 2	6	28	0	0	40	40	0	114	\$27,660	\$1,824	8	0	8	6	8	30	\$8,640	\$864	0	\$11,328	\$38,98
d. Alternatives Evaluation TM (TM 4)	4	<u>8</u>	<u>0</u>	<u>0</u>	<u>8</u>	<u>0</u>	<u>6</u>	<u>26</u>	<u>\$6,590</u>	<u>\$416</u>	<u>8</u>	0	<u>12</u>	<u>4</u>	<u>60</u>	<u>84</u>	\$21,680	\$2,168	<u>0</u>	<u>\$24,264</u>	\$30,85
Task 2.6 Total =	20	40	0	0	52	40	6	158	\$39,750	\$2,528	40	0	68	24	100	232	\$63,760	\$6,376	0	\$72,664	\$112,41
2.7 Solids Loading/Renewable Energy/Nutrient Nexus																				1 . '	1
a. Solids Loading/Renewable Energy/Nutrient Nexus Evaluation	4	<u>0</u>	<u>0</u>	<u>40</u>	<u>0</u>	0	<u>0</u>	<u>44</u>	<u>\$12,920</u>	<u>\$704</u>	<u>6</u>	0	<u>2</u>	<u>0</u>	0	<u>8</u>	<u>\$2,660</u>	<u>\$266</u>	<u>0</u>	<u>\$3,630</u>	<u>\$16,55</u>
Task 2.7 Total =	4	0	0	40	0	0	0	44	\$12,920	\$704	6	0	2	0	0	8	\$2,660	\$266	0	\$3,630	\$16,55
2.8 Funding Opportunities																				1	1 .
a. Funding Opportunities Analysis	4	0	0	0	40	0	0	44	\$10,920	\$704	0	0	0	0	0	0	\$0	\$0	0	\$704	\$11,62
b. Funding Opportunities TM (TM 5)	4	<u>0</u>	<u>0</u>	<u>0</u>	<u>6</u>	<u>0</u>	<u>6</u>	<u>16</u>	\$3,630	<u>\$256</u>	0	0	<u>0</u>	<u>0</u>	0	0	<u>\$0</u>	<u>\$0</u>	<u>0</u>	<u>\$256</u>	\$3,886
Task 2.8 Total =	8	0	0	0	46	0	6	60	\$14,550	\$960	0	0	0	0	0	0	\$0	\$0	0	\$960	\$15,51
2.9 Facilities Plan																				1 '	1
Pilot Study Implementation Plan	0	0	0	0	0	0	0	0	\$0	\$0	4	12	0	0	8	24	\$7,280	\$728	0	\$8,008	\$8,008
b. Overall Implemenation Schedule	4	0	0	0	6	0	0	10	\$2,760	\$160	0	0	0	0	0	0	\$0	\$0	0	\$160	\$2,92
c. Facility Drawings in CAD (Civil, Structural, Mech, Process, Electrical)	8	16	0	0	60	60	0	144	\$33,100	\$2,304	0	0	0	0	0	0	\$0	\$0	0	\$2,304	\$35,40
d. Co-Digestion Program Impact Assessment	4	0	0	26	0	0	0	30	\$8,860	\$480	0	0	0	0	0	0	\$0	\$0	0	\$480	\$9,34
e. Alternative Delivery Analysis	4	0	0	0	40	0	0	44	\$10,920	\$704	0	0	0	0	0	0	\$0	\$0	0	\$704	\$11,62
f. Prepare for and Attend Facilities Plan Workshop	6	6	0	6	8	0	0	26	\$7,500	\$416	6	6	6	0	8	26	\$7,680	\$768	0	\$8,864	\$16,36
g. Facility Plan TM (TM 6)	<u>8</u>	<u>8</u>	<u>0</u>	<u>8</u>	<u>8</u>	<u>0</u>	<u>12</u> 12	<u>44</u>	<u>\$11,100</u>	<u>\$704</u>	<u>8</u>	<u>8</u>	<u>8</u>	<u>0</u>	<u>8</u>	<u>32</u>	\$9,600	<u>\$960</u>	<u>0</u>	<u>\$11,264</u>	\$22,36
Task 2.9 Total =	34	30	0	40	122	60	12	298	\$74,240	\$4,768	18	26	14	0	24	82	\$24,560	\$2,456	0	\$31,784	\$106,0
2.10 Final Alternatives Evalaution and Facilities Plan Report																				1	1
a. Final Alternatives Evalaution and Facilities Plan Report	8	8	0	4	24	24	16	84	\$18,800	\$1,344	8	8	8	0	12	36	\$10,560	\$1,056	0	\$12,960	\$31,76
b. Prepare for and Attend CMSA Board Meeting	<u>8</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>12</u>	\$3,600	<u>\$192</u>	<u>8</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>8</u>	\$2,800	<u>\$280</u>	<u>0</u>	\$3,272	\$6,87
Task 2.10 Total =	16	8	0	4	28	24	16	96	\$22,400	\$1,536	16	8	8	0	12	44	13,360	1,336	0	\$16,232	\$38,63
Task 2.1 to 2.10 Total =	150	88	38	88	286	124	58	832	\$212,550	\$13,312	168	122	174	68	318	850	\$243,140	\$24,314	0	\$280,766	\$493,3
Project Tasks 1.0 and 2.0 Total =		88	38	88	306	124		892	\$230,550			132	174	68	318	870		\$24,994		\$289,206	•
Fioject lasks 1.0 dllu 2.0 Total =	190	- 00	30	- 00	300	124	30	032	φ230,330	ψ14,Z1Z	170	132	174	00	310	370	φ 2 43,340	Ψ 24 ,334		\$203,200	φυ19,73
3.0 Optional Tasks	1				<u> </u>	1	<u> </u>				<u> </u>	1			1	1		1	<u> </u>		
3.1 Wastewater Characterization Assistance	0	0	0	0	0	<u>0</u>	<u>0</u>	0	<u>\$0</u>	<u>\$0</u>	<u>0</u>	0	0	<u>0</u>	0	0	<u>\$0</u>	<u>\$0</u>	\$30,000	\$30,000	\$30,00
	0	<u>U</u>	_	<u> </u>	_			<u>U</u>				_	_	_	<u> </u>						•
Optional Task 3.0 Total =	0	0	0	0	0	0	0	0	\$0	\$0	0	0	0	0	0	0	\$0	\$0	\$30,000	\$30,000	\$30,000

- 1) PECE = Project Equipment and Communication Expense.
 2) Support staff labor rate for each consultant shows the average rate for multiple staff team members.
 3) Subconsultant markup at 10%.
 1 1 0 of 136

Exhibit B-Budget-v4.xls 8/6/2024

EXHIBIT C PROJECT SCHEDULE





Central Marin Sanitation Agency

BOARD MEMORANDUM

August 8, 2024

To: CMSA Commissioners and Alternates

From: Jason Dow, General Manager

Subject: Oak Hill Apartments Site – Continued Hydrogen Peroxide Use

Recommendation: Review the Hydrogen Peroxide Use action plan, consider hiring Carollo Engineers to perform a feasibility study, and provide direction to the General Manager as appropriate.

Summary: At the July 9 Board meeting, I summarized the Agency's two-phase odor control strategy, briefed the Board on the Oak Hill Apartment Projects (Project) impact on hydrogen peroxide delivery access to the San Quentin odor control facility, and presented an action plan to assist the Agency with determining options to continue using hydrogen peroxide (H2O2) for odor control in the Ross Valley interceptor.

The Project developer, Thomas Dorfman, then gave a presentation that summarized the Project, timeline, and the several alternatives evaluated for delivery truck access to the odor control facility. Mr. Dorfman stated that CMSA does not have any formal or legal access to use lands outside its easements, and requested CMSA hire a consultant to perform a H2O2 facility relocation feasibility study.

The Board agreed with the action plan scope and directed staff to obtain an opinion on the Agency's legal rights to access its easements and to obtain a proposal for a H2O2 relocation feasibility study.

Discussion: The H2O2 use action plan included obtaining an easement access legal opinion, performing a H2O2 use evaluation, requesting a facility relocation proposal, discuss a potential access route with the Drakes Cove Homeowners Association (HOA), and determine what level of access the State will provide to the facility. A summary of each action item is presented below.

<u>Easement Access Legal Opinion</u>: Attachment 1 shows the Project area with the two CMSA easements outlined in yellow, and the paved delivery truck access area outlined in red. The

apartment buildings access road is planned to be built over a portion of the paved area, limiting H202 delivery vehicle access.

The law firm Downey Brand was engaged for a legal opinion on the Agency's access to its two easements on State property. Staff provided the easement documents and the Project developer's 7/9 Board meeting presentation, explained the H2O2 delivery process, and discussed the H2O2 use action plan items. There is a closed session before the August 13 Board meeting to receive and discuss the legal opinion.

Hydrogen Peroxide Use Evaluation: CMSA has used H2O2 as the second phase of our odor control program since 1997. It is injected into the Ross Valley and San Rafeal interceptors. After the July Board meeting, staff prepared a study plan to determine the level of hydrogen sulfide (H2S) generation in the Ross Valley interceptor when the San Quentin odor control facility is shut down. The study report, Attachment 2, shows that discontinuing H2O2 dosing results in a significant H2S concentration increase in the wastewater entering the Headworks that then creates a hazardous H2S atmosphere in the Headworks building. In Figures 1-3, starting at the left side moving right, shows how the H2S concentration in the interceptor (blue bar) is reduced after H2O2 dosing (orange bar). When the H2O2 is turned off (red arrow), the H2S concentration increases by at least a factor of five. Figures 4-6 show the H2S atmospheric concentration in the Headworks building (blue line); when the H2O2 is turned off, after the red arrow, the concentration increases well beyond the 5ppm hazardous level.

The study was conducted for three days to determine if the results were repeated. The results were similar each day, and show that shutting down the RV interceptor H202 dosing will have negative odor control and Headworks atmosphere impacts.

<u>Facility Relocation Proposal</u>: Carollo Engineers has prepared a proposal, Attachment 3, to perform a feasibility study to relocate the San Quentin H2O2 system to CMSA. The study scope includes evaluating modifications needed to convert an unused on-site chemical handling facility to a Ross Valley interceptor H2O2 facility, relocating equipment from the San Quentin facility to the unused on-site facility, evaluating three H2O2 feed line options from CMSA to the RV interceptor on State property, and preparing a conceptual cost estimate for the project.

The feasibility study fee is \$47,056, and could be completed within 20 weeks after receiving the Notice to Proceed from CMSA.

<u>Drakes Cove HOA Discussion</u>: I contacted the president of the Drakes Cove HOA, Dave Herr, to discuss the possibility of construction an H2O2 facility access road from the Drakes Cove road to the facility. Mr. Herr was aware of the H2O2 access issue as he had read the recent Marin IJ article on the topic. We discussed the Project and H2O2 vehicle access options. Mr. Herr believes the vehicle access issue should have been considered by the developer before the Project EIR was prepared, and it is a CMSA – developer issue. He believes that the HOA

members would not want a chemical delivery truck using their road, and mentioned that if it were acceptable, the H2O2 facility access road would have to cross a conservation easement which would have another set of potential legal issues.

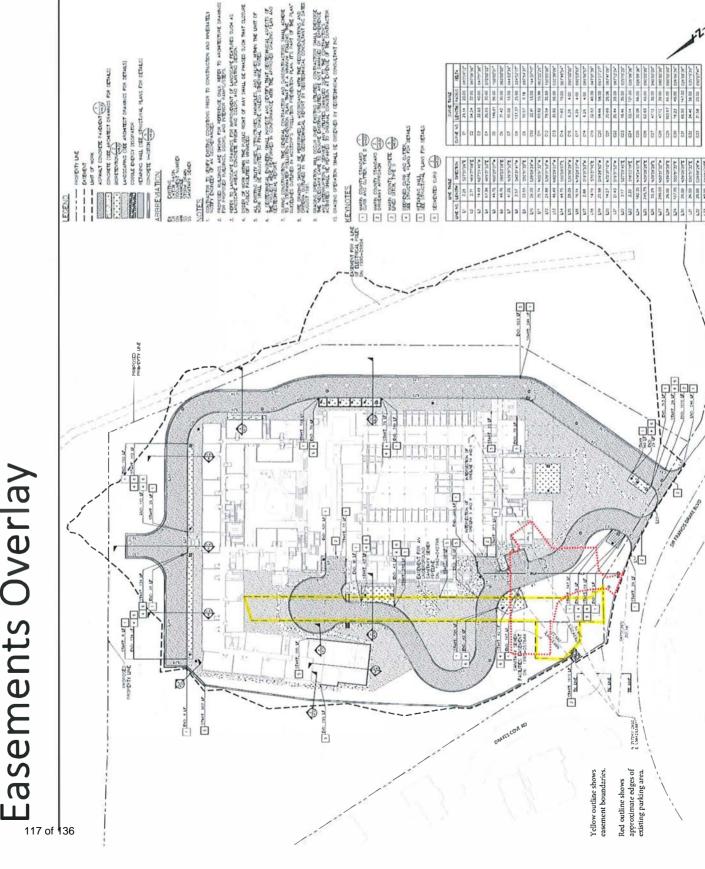
<u>Potential State Access to Easement</u>: A representative in the State Department of General Services, Real Estate Division, and I discussed the easement access options for H2O2 delivery trucks. I learned that the State would provide vehicle access to the CMSA easements, but not for a 5,000 gallon delivery truck. The representative explained that access can be either from Sir Francis Drake or from the Project access road, but it cannot impact the planned development. If CMSA decides to pursue access for a smaller delivery truck, the access must be agreeable to the Project developer, and then the State will either prepare a new access easement or amend one of the existing easements.

Attachments:

- 1) Oak Hill Apartments layout plan showing CMSA's easements and the paved area
- 2) Hydrogen Sulfide Study Report, 8/7/24
- 3) Carollo Engineers Proposal Feasibility Study to Relocate the San Quentin Hydrogen Peroxide System to the CMSA WWTP, 8/8/24

HORIZONTAL CONTROL

C4.00



PROJECT NAME: OAK HILL APARTMENTS омиея: EDUCATION HOUSING PARTNERS, INC. 8. EDEN HOUSING

Easements Overlay

MEMORANDUM

August 7, 2024

To: CMSA Executive Team

From: Mark Koekemoer, Regulatory Compliance Manager

Subject: Hydrogen Sulfide Study Report

Recommendation: Accept the Hydrogen Sulfide Study Report

Introduction: The laboratory staff conducted a Hydrogen Sulfide (H_2S) study to determine the projected impacts of discontinuing Hydrogen Peroxide application at the San Quentin (SQ) Peroxide station. During this study, CMSA staff completed three key elements.

- 1. H_2S monitoring was conducted on three separate weeks (for July 16-17, 2024, July 22-23, 2024, and July 29-30, 2024) to determine repeatability of potential impacts.
- 2. Baseline monitoring was conducted to assess normal peroxide application influence on H₂S concentrations.
- 3. CMSA Headworks atmospheric H₂S was monitored to determine potential impacts to infrastructure and atmospheric safety.

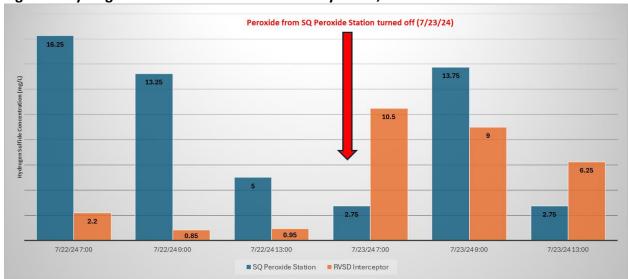
Hydrogen Peroxide application was discontinued on July 17, 2024, July 23, 2024, and the July 30, 2024, between 7:00 a.m. and 4:00 p.m. for study purposes. Wastewater detention time between the SQ Peroxide station and Ross Valley interceptor locations was estimated at approximately 2 hours.

Results: Wastewater H₂S concentrations at the SQ Peroxide station and RVSD interceptor locations for July 16-17, 2024, July 22-23, 2024, and July 29-30, 2024, are provided in Figures 1-3 below. Atmospheric Hydrogen Sulfide concentrations at the CMSA Headworks location for the same monitoring period are provided in Figures 4-6 below.

Peroxide from SQ Peroxide Station turned off (7/17/24) 12.5 10 5.75 5.25 1.175 7/16/247:00 7/16/249:00 7/16/24 13:00 7/17/247:00 7/17/249:00 7/17/24 13:00 ■ SQ Peroxide Station ■ RVSD Interceptor

Figure 1: Hydrogen Sulfide Concentrations for July 16-17, 2024







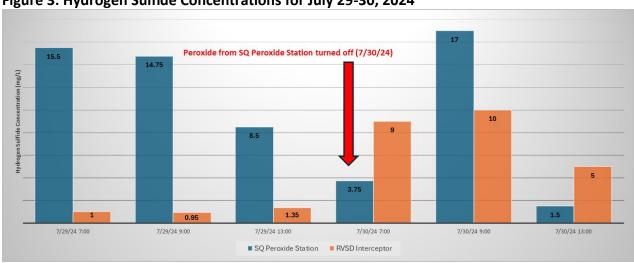


Figure 4: Atmospheric Headworks Hydrogen Sulfide Monitoring for July 16-17, 2024

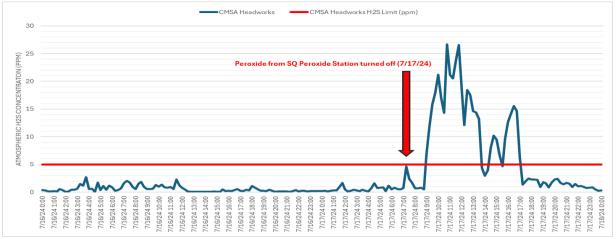


Figure 5: Atmospheric Headworks Hydrogen Sulfide Monitoring for July 22-23, 2024

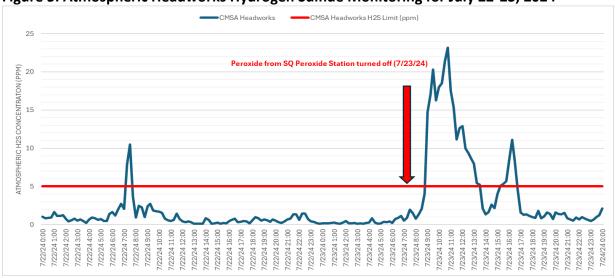
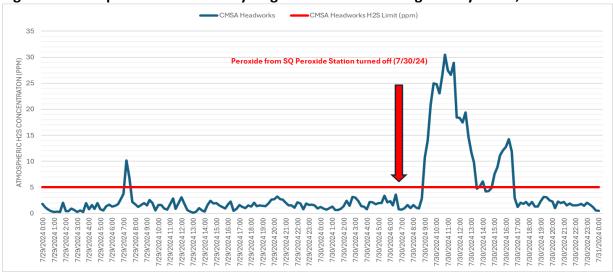


Figure 6: Atmospheric Headworks Hydrogen Sulfide Monitoring for July 29-30, 2024



Analytical Observations

As illustrated in the provided analytical results the following analytical observations were identified.

- 1. Wastewater H₂S concentrations increase 5 to 10-fold in the RVSD interceptor when Hydrogen Peroxide is discontinued at the SQ Peroxide Station.
- 2. Atmospheric H₂S concentrations increases above the CMSA hazardous atmospheric limit of 5 ppm when Hydrogen Peroxide is discontinued at the SQ Peroxide Station.

Attachment 3

2795 Mitchell Drive Walnut Creek, California 94598 P 925-932-1710





August 8, 2024

Mr. Jason Dow Central Marin Sanitation Agency 1301 Andersen Drive San Rafael, CA 94901

Subject: Proposal – Feasibility Study to Relocate the San Quentin Hydrogen Peroxide System to the CMSA

WWTP

Dear Mr. Dow:

We are pleased to submit this proposal to develop a feasibility study to relocate the existing San Quentin hydrogen peroxide system from its current location on Sir Francis Drake Boulevard in San Rafael to the Central Marin Sanitation Agency (CMSA) Wastewater Treatment Plant (WWTP).

The existing hydrogen peroxide system is used for odor control for the San Quentin raw wastewater influent flows. The system includes a 5,400-gallon chemical storage tank, two chemical pumps, various 1W / 2W / 3W lines for dilution water, eye wash stations, and pond resupply, sump pump, chemical lines, drainage lines, chain link fence enclosure, two eye wash stations, discharge piping into the San Quentin junction box, and electrical panels, instrumentation and conduits.

The hydrogen peroxide system is located within an easement on California State property and future access for chemical trucks to unload the hydrogen peroxide into the existing tank will be limited due to a new housing development being constructed on the property. CMSA has requested a feasibility study to evaluate relocating the existing hydrogen peroxide system to the WWTP at the abandoned polymer feed system location and routing a new hydrogen peroxide line and carrier pipe back to the San Quentin junction box through an existing recycled water pipe.

Scope of Work

Task 1 – Project Management and Meetings

Task 1.1 - Project Management

Consultant shall provide project administration and management to perform planning, execution, and reporting of this project. Consultant shall prepare a progress letter report for attachment to each invoice submitted to track and report status of budget expenditures, schedule, and key work products completed for the billing period.

Task 1.2 – Meetings

Consultant shall prepare for and conduct the following meetings with CMSA engineering and plant staff. Meeting agendas, presentation materials, and minutes will be provided for each meeting.

• Kick-Off Meeting and Site Visit – Consultant shall prepare for and conduct a two-hour in-person meeting with CMSA engineering and plant staff to review the project work approach, project scope and deliverables, project schedule, key milestones, information requests by Consultant, and conduct a site visit of the abandoned polymer feed system and the San Quentin hydrogen peroxide facility.

Project No / CMSA Proposal-Hydrogen Peroxide-R1.docx

Mr. Jason Dow Central Marin Sanitation Agency August 8, 2024

Page 2

Progress Meeting – Consultant shall prepare for and conduct a two-hour virtual meeting with CMSA
engineering and plant staff to review key findings of the hydrogen peroxide feasibility study alternatives
analysis and address applicable questions or comments.

Deliverables:

- Monthly invoices with progress letter reports (electronic PDF).
- Meeting agenda and minutes (electronic PDF).

Task 2 – Feasibility Study

Task 2.1 – Develop Feasibility Study

Based on your email dated 7/11/24 and our site visit on 7/23/24, we understand the feasibility study elements will include the following:

- Evaluate 2 options for installing a new hydrogen peroxide feed tube to the junction box:
 - » Alternative 1: Pull a hydrogen peroxide feed tube within a containment line about 0.25 to 0.5 mile within a 6" PVC recycled water pipeline. The recycled water pipeline is used between 0 to 4 weeks a year to supply water to a nearby pond for environmental purposes. The condition of the pipeline is unknown.
 - » Alternative 2: Install a new feed line and containment pipe via open cut trench that is located within the existing easement for the recycled water pipe and hydrogen peroxide facilities.
 - » Alternative 3: Install a new feed line along an alternative alignment from the hydrogen peroxide facility to the wastewater treatment plant. This alternative would likely require obtaining new easements.
- Prepare a preliminary sketch showing a general plan for each alternative.
- Identify components of the hydrogen peroxide system to be relocated from the existing facility on State property to the WWTP. The major items anticipated include a storage tank, feed pumps, and control panel.
- Evaluate whether the existing abandoned polymer system at the WWTP has sufficient space and containment volume for the relocated hydrogen peroxide system components and new piping and appurtenances necessary for a fully functioning hydrogen peroxide system.
- Identify potential routing of a hydrogen peroxide feed line from the new dosing facility at the WWTP to a connection at the new feed tube in the recycled water line adjacent to the WWTP headworks.
- Identify routing for feed tube from the recycled water line into the existing San Quentin below grade junction box, for connection to an existing chemical injector at the 54" wastewater force main.
- Identify source of power and signals for the relocated hydrogen peroxide feed system.
- Prepare a technical memorandum (TM) to summarize the applicable analysis and key findings of the hydrogen peroxide relocation feasibility study. The TM will be initially submitted in draft format for CMSA's review. The Final TM will incorporate applicable review comments provided by CMSA. Consultant shall conduct a virtual meeting after issuing the Draft TM to review the content and facilitate staff review as noted in Task 1.2.

Mr. Jason Dow Central Marin Sanitation Agency August 8, 2024

Page 3

• Prepare a Class 5 construction cost estimate for the alternatives as defined by the AACE, with an anticipated accuracy range of -30% to +50%.

Deliverables:

Draft and Final TMs (electronic PDF).

Assumptions:

- Permitting requirements with regulatory agencies are excluded from the scope.
- CMSA will provide available design or record drawings of the existing hydrogen peroxide facility, polymer facility, interceptor pipeline, and recycled water pipeline from the existing hydrogen peroxide feed to the wastewater treatment plant.
- The Consultant will prepare basic sketches of the project alternatives by marking up existing drawings. CAD drawings will not be prepared.

Project Schedule

Consultant shall complete this project based on the following schedule:

- Conduct the kickoff meeting within two (2) weeks after receiving a written Notice to Proceed from the CMSA.
- Conduct Progress Meeting within eight (8) weeks after receiving all requested drawings and data.
- Prepare and submit the Draft TM within six (6) weeks after Progress Meeting.
- Prepare and submit the Final TM within four (4) weeks after receiving written comments from CMSA on the Draft TM.

Labor and Budget Estimate

Our proposed labor and budget estimate is shown in Attachment A.

We look forward to working with CMSA on this Project. Please do not hesitate to contact us if you have any questions or require additional information.

Sincerely,

CAROLLO ENGINEERS, INC.

Michelle Trinh, P.E. Project Engineer Mr. Jason Dow Central Marin Sanitation Agency August 8, 2024

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AuthorInitials:mt

Enclosures: Attachment A – Labor Estimate

cc: Rick Chan (Carollo), Darren Baune (Carollo)

CMSA Hydrogen Perox Fee_R1.xlsx

ATTACHMENT A

LABOR AND BUDGET ESTIMATE

CENTRAL MARIN SANITATION AGENCY SAN QUENTIN HYDROGEN PEROXIDE RELOCATION FEASIBILITY STUDY

	Total	Cost		,952	\$4,756	90/		418	\$32,930	,348	\$47.056
	T	0		\$1	\$4	9\$					L
C)C	ODC	Total		\$112	\$284	\$396		\$364	\$1,652	\$2,016	2112
Other Direct Costs (ODC)	Mileage ¹	Amount		\$0	\$60	09\$		\$0	\$0	\$0	09\$
ner Direc	III	Trips		0	⊢ I	_		0	OI	0	1
#O	DECE	\$14.00		\$112	\$224	\$336		\$364	\$1,652	\$2,016	42 352
	Labor	Cost		\$1,840	\$4,472	\$6,312		\$7,054	\$31,278	\$38,332	411 611
	Total	Hours		∞	16	24		26	118	144	168
	DP	\$145		4	01	4		0	9	9	10
	Ь	\$255		0	4	4		8	32	40	77
	РР	\$274		0	∞ I	∞		16	72	88	90
	SP	\$315		4	ΔI	∞		2	∞I	10	18
						Task 1.0 Subtotal				Task 2.0 Subtotal	PRO IECT TOTAL
		sk Description	9 Project Management and Meetings	1 Project Administration and Management	2 Meetings		 Feasibility Study 	1 Review Background Information	2 Develop Feasibility Study Draft and Final		
			Task Description	Task Description 1.0 Project Management and Meetings	Task Description 1.0 Project Management and Meetings 1.1 Project Administration and Management	Task Description 1.0 Project Management and Meetings 1.1 Project Administration and Management 1.2 Meetings	gement and Meetings istration and Management	gement and Meetings istration and Management	gement and Meetings istration and Management dy round Information	pement and Meetings istration and Management dy round Information ibility Study Draft and Final	pement and Meetings istration and Management dy round Information ibility Study Draft and Final

Legend:

Senior Professional

Lead Project Professional LPP

Project Professional

Professional

DP Document Processor
PECE Project Equipment and Communication Expense

1. Mileage based on 90 miles.

BOARD MEMORANDUM

August 13, 2024

To: CMSA Commissioners and Alternates

From: Tiffany Elam, Administrative Specialist

Approved: Jason Dow, General Manager

Subject: August 2024 Informational Items

Recommendation: Informational, provide comments or direction to the General Manager, as appropriate.

 Letter dated July 30, 2024, to Ms. Kerry O'Conner, California Regional Water Quality Control Board

Re: Monthly Self-Monitoring Report (SMR) – June 2024

- 2. Letter dated July 29, 2024, to Ms. Kim Scheibly, Executive Director, Zero Waste Marin Re: Organic Waste Production and Processing Capacity
- 3. Headworks Building 3D Model

Re: 3D model is used for the Grit Classifier Replacement Project

Attachment 1



Jason R. Dow P.E.
General Manager

1301 Andersen Drive, San Rafael, CA 94901-5339

Phone (415) 459-1455

Fax (415) 459-3971

www.cmsa.us

July 30, 2024

California Regional Water Quality Control Board San Francisco Bay Region Ms. Kerry O' Conner, Water Resource Control Engineer 1515 Clay Street, Suite 1400 Oakland, CA 94612

Subject: Monthly Self-Monitoring Report (SMR) – June 2024

Dear Ms. O' Conner,

The SMR for the Central Marin Sanitation Agency (CMSA) treatment plant has been submitted using the eSMR /California Integrated Water Quality System (CIWQS). This SMR conforms to CMSA's NPDES Permit Order #R2-2023-006, the Nutrient Watershed Permit Order #R2-2019-0017, the Mercury and PCBs Permit Order #R2-2022-0038, the Amendment of Monitoring and Reporting Requirements and Amendment of Alternate Monitoring and Reporting Program Permit Order #R2-2021-0028, and the Amendment Update to Total Residual Chlorine and Oil and Grease Requirement Permit Order R2-2023-0023.

Violations

There are no reportable NPDES Permit violation(s) for this reporting period.

Blending Events

The CMSA treatment facility did not exceed the maximum secondary capacity of 30 MGD during this reporting period.

Data Validation

All regulatory daily, weekly, and monthly quality control calibrations/checks conducted during the month of June met established quality assurance acceptance criteria, except those data results indicated within the attached analytical reports.

Supplemental Submittals

In compliance with Mercury and PCBs Permit Order #R2-2022-0038, included within this submittal is a semiannual 1668C PCB Congener monitoring. The PCB congeners reported are consistent with Order No. R2-2022-0038. A "DNQ" qualifier (Detected Not Quantified) indicates that the analyte concentration is less than the Method 1668C Minimum Level (ML) and is not included in the sum of the CA 40 PCBs. Total summation of the 40 PCB congeners indicated a non-detect (ND) concentration.

Summary

If there are any questions, please contact me at (415) 459-1455, extension 101. Quality assurance data are available for all test results cited in this report. Values reported are measured values and each are subject to analytical variability. CMSA reserves the right to question data in an enforcement proceeding.



I certify under penalty of law that this document and all attachments are prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who managed the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for known violations (40 CFR 122.22(d)).

Sincerely,

Loren C. Finton

Treatment Plant Manager



Jason R. Dow P.E. General Manager

1301 Andersen Drive, San Rafael, CA 94901-5339

Phone (415) 459-1455

Fax (415) 459-3971

www.cmsa.us

July 29, 2024

Kim Scheibly, Executive Director, Zero Waste Marin

Subject: Organic Waste Production and Processing Capacity

Dear Kim,

CMSA is actively working to receive and process organic materials from the Food 2 Energy program with Marin Sanitary Service, greases from private haulers, and liquid food waste materials from other solid waste haulers. To aid in Zero Waste Marin's efforts with the Organics Capacity Planning, CMSA is supplying the following metrics:

- 1. We project delivering approximately 3,600 wet tons of biosolids to the Redwood Landfill for use as Alternate Daily Cover.
- 2. Organics processing capacity in our two anaerobic digesters is the equivalent of about 53 tons of food waste per day, or 19,345 tons per year if we receive the materials every day.

This information was determined by assuming CMSA will deliver up to 17-20 ton loads of biosolids to the Redwood landfill each week, and the power generation capacity of our cogeneration system which uses biogas as fuel that is generated in the digesters. These figures will be used when planning for the official Organics Capacity Study in 2025. Please let me know if you have any questions.

Sincerely,

Jason Dow

General Manager

Headworks Building 3D Model

Summary: Carollo was retained to scan and develop a 3D model of the Headworks Building, which includes the Screening and Aerated Grit Room, Blower Room, Air Handling Room, Chemical Storage, Equipment Room, Electrical Room, Storage Room, Grit Handling Room, and the Grit Loading Bay. The 3D model is used for the Grit Classifier Replacement Project, and can be expanded to include additional areas as needed in the future.

