



## Central Marin Sanitation Agency

### COMMISSION REGULAR MEETING AGENDA

Tuesday, April 14, 2026

Hybrid Meeting

6:00 p.m.

**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/81116330288>

**Phone in:**

+1 253 215 8782

**Meeting ID:**

811 1633 0288

**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](mailto: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](mailto: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. **Consent Calendar**

a)	Minutes – Regular Board Meeting March 10, 2026
b)	Treasurer’s Report – March 2026
c)	March 2026 NPDES Permit Compliance, Treatment Process, and Maintenance Activities Report
d)	Performance Metric Report – March 2026
e)	Deferred Compensation Committee Charter & Policies
f)	FY26 Asset Management Program 3rd Quarter Report
g)	Revised 5-Year Strategic Plan (FY27 – FY31)
h)	Property Use Agreement with San Rafael Sanitation District

7. **Reschedule the June 2026 Board Meeting**

*Recommendation: Cancel the June 9, 2026, regular Board meeting, and select a date to schedule a special Board meeting for the third week of June.*

8. **Primary Clarifiers No. 4 and 5 and Chlorine Contact Tanks Coatings and Concrete Rehabilitation Project – Construction Contract Award**

*Recommendation: Reject the bid proposals from JT Thorpe and FD Thomas, award the construction contract to National Coating and Lining for \$760,925, and authorize the General Manager to execute the contract.*

9. **Reject All Bids for the Headworks Influent Gates Replacement Project**

*Recommendation: Reject all bids for the Headworks Influent Gates Project.*

10. **Marin Airporter Site License Agreement**  
*Recommendation: Approve the Site License Agreement with Marin Airporter, and provide direction to staff, as appropriate.*
11. **FY27 Regional Charge Alternatives**  
*Recommendation: Discuss the FY27 Regional Charge Allocation options, and provide direction to staff as appropriate.*
12. **March 2026 Informational Items**  
*Recommendation: Informational, provide comments or direction to the General Manager, as appropriate.*
13. **North Bay Watershed Association (NBWA) Report\***
14. **Oral Reports by Commissioners\***
15. **Oral Reports by General Manager\***
16. **Items for Next/Future Agendas\***
17. **Adjourn to Closed Session – Exposure to Litigation**  
*Significant exposure to litigation pursuant to California Government California Government Code Section 54956.9(d)(2)*  
*Number of Potential Cases: One (1)*
18. **Reconvene in Open Session**  
*Report on any action taken in Closed Session.*
19. **Next Scheduled Regular Meeting**  
*May 12, 2026 at 6:00 p.m.*

\*Information not furnished with Agenda

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.



## Central Marin Sanitation Agency

### COMMISSION REGULAR MEETING MINUTES Tuesday, March 10, 2026 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](http://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

#### 2. Pledge of Allegiance

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

Commissioner Boorstein introduced Andrew Poster as the newly appointed alternate RVSD Board Commissioner.

#### 3. Roll Call

00:01:30

Present: Commissioners Eli Beckman, Maribeth Bushey, Michael Boorstein, Dean DiGiovanni, Andrew Poster

Absent: Thomas Gaffney

Staff Present: Jason Dow, General Manager; Peter Kistenmacher, Technical Services Manager/Assistant General Manager; Corey Spray, Administrative Services Manager; Nick Talbot, Treatment Plant Manager; Brandon Halter, CMSA Legal Counsel; Tiffany Elam, Administrative Specialist

Public Present: Michael Colantuono (RVSD Legal Counsel), Guest

#### 4. Review and Approve Agenda

00:01:46

GM Dow requested item 10 be moved to after the consent calendar to accommodate the time zone difference for presenting staff member ASM Corey Spray.

The Board approved the revised agenda.

#### 5. Open Period for Public Participation

00:02:36

There were no comments from members of the public.

#### 6. Consent Calendar

00:02:54

a)	Minutes – Regular Board Meeting, February 10, 2026
b)	Treasurer's Report – February 2026
c)	February 2026 NPDES Permit Compliance, Treatment Process, and Maintenance Activities Report
d)	Performance Metric Report – February 2026

e)	CMSA Investments Policy – Financial Policy #531
f)	Environmental Services Analyst Appointment

Commissioner Poster asked clarifying questions regarding the selection of RGS consultants, the six RSG recommendations and past RVSD members voluntary recusal from a prior board meeting.

GM Dow responded to the questions.

Comments from the Public

There were no comments from members of the public.

ACTION:	Commissioner Bushey moved to approve 6a through 6f; second, Commissioner Beckman	
DIRECTION:	None	
VOTE:	The items were passed unanimously.	
	AYES:	Beckman, Boorstein, Bushey, DiGiovanni, Poster
	NAYS:	None
	ABSTAIN:	None

**10. Draft Deferred Compensation Committee Charter and Investment and Education Policies**

**00:08:05**

GM Dow stated the Agency provides deferred compensation options for employees and gave the Board background on the Agency’s 457b program. He stated that at a recent CalPELRA conference attended by management, they learned about 457b program fiduciary responsibilities and best practices. After the conference, the Agency decided to add an Objective to the Strategic Business Plan to create a 457b committee and actions for developing the necessary policies. GM Dow introduced ASM Corey Spray to discuss the charter document and two policies.

ASM Spray introduced the draft charter that outlined the committee's structure, member responsibilities in administering the plan and making investment decisions. ASM Spray reviewed the investment and education policies and stated the investment policy detailed how investment funds would be selected and reviewed and how the education policy would focus on ensuring employees make informed investment choices through various educational initiatives. ASM Spray stated the Agency could hire a retirement consultant to support the Deferred Compensation Committee.

Commissioner Bushey asked clarifying questions regarding the indemnification policy language in the charter.

Mr. Halter stated he would review the language of the charter.

Comments from the Public

There were no comments from members of the public.

ACTION:	None
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DIRECTION:	GM Dow to bring back the revised charter and two policies, along with recommendations for a fiduciary management consultant to the next Board meeting.
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**7. 2025 CWEA State Awards**

**00:46:30**

GM Dow stated the Agency received eight CWEA Redwood Empire section awards and was recently awarded state-level awards for Plant of the Year, Community Engagement and Outreach Project of the Year, and Outreach Person of the Year: MaryJo Ramey.

The Board congratulated Agency staff and noted that the Agency was up for the NACWA Platinum-8 Peak Performance award as a result of having no NPDES permit issues in calendar year 2025.

Comments from the Public

There were no comments from members of the public.

ACTION:	None. Discussion item
DIRECTION:	None

**8. Proposed Revisions to the Agency’s 5-Year Strategic Plan**

**00:48:38**

GM Dow provided background on the Agency’s 5-Year Strategic Plan and stated the current plan was set to expire in June 2026. GM Dow stated at the October 2025 meeting, Agency staff presented three strategic plan development options to the Board for consideration and at that meeting the Board elected for the Agency Strategic Planning Committee (ASPC) to revise the current Strategic Plan for Board review and consideration. GM Dow presented the prepared revisions to the 5-Year Strategic Business Plan for Board review.

Commissioner Poster asked clarifying questions regarding the makeup of the ASPC and which option the Board selected for developing the new plan.

GM Dow stated the ASPC was comprised of Agency staff members from each department and that the Board selected option two to move forward with creating the new 5-Year Strategic Plan.

Commissioner Bushey congratulated Agency staff for continuously doing excellent work on editing and revising the strategic planning documents.

Chair DiGiovanni requested if goal four could include specific language regarding the Agency’s responsiveness to local agency requests for support.

GM Dow stated that staff would make revisions and bring back the final draft to the next meeting.

Comments from the Public

There were no comments from members of the public.

ACTION:	None
DIRECTION:	Agency staff to make additional revisions to the 5-Year Strategic Plan and present the final draft at the next Board meeting.

**9. Solids Handling Building Elevator Control Replacement Project – Construction Contract Award** **00:59:16**

GM Dow stated six contractors attended the mandatory pre-bid tour and expressed interest in the project; however no bids were received on the public bid opening date. GM Dow stated after legal review it was determined that Agency staff could use any process to select a contractor. Agency staff contacted several firms that attended the pre-bid tour and requested quotes. Four quotes were received, with TK Elevator providing the lowest responsive quote for \$450,000, which was 30% below the engineer's estimate of \$630,000.

Comments from the Public

There were no comments from members of the public.

ACTION:	Commissioner Bushey moved to award the construction contract for the Solids Handling Building Elevator Control Replacement Project to TK Elevator in the total amount of \$450,000, and authorize the General Manager to execute the contract agreement; second, Commissioner Beckman	
DIRECTION:	None	
VOTE:	The item was passed unanimously.	
	AYES:	Beckman, Boorstein, Bushey, DiGiovanni, Poster
	NAYS:	None
	ABSTAIN:	None

**11. FY27 Regional Charge Allocation Options** **01:04:31**

GM Dow stated the Agency was preparing the 4<sup>th</sup> quarter FY26 Regional Charge invoices that would include adjustments for the prior 12-month flow and strength data. He stated the FY27 regional charge would be based on these adjusted values and be included in the Agency's FY 27 budget. GM Dow discussed the regional charge options reviewed by the Finance Committee last fall and was seeking Board direction for the FY27 charge allocation method. GM Dow reviewed the history of the regional charge allocation method and noted that the Agency was currently using a 3-year flow and strength method.

Commissioner Boorstein discussed switching to 'flow only' method using dry weather months to lessen the wet weather anomalies.

The Board discussed infiltration/inflow reductions and incentives, and the challenges and complexities of using strength and flow measurements versus flow-only measurements for allocating regional charges to member agencies.

GM Dow stated that while strength measurements were initially included to incentivize reducing infiltration/inflow, the current sampling methods were not very representative due to low flow velocities and solids settling in the large interceptors.

Commissioner Beckman discussed the cost of representative strength sampling and requested the Agency provide the Board with a pro versus cons for the allocation options.

Commissioner Bushey asked for a “ballpark” cost estimate to get more representative flow/strength samples.

GM Dow stated, at the next meeting, he would present FY27 allocations based on 36-month flow/strength, 12-month and 36-month flow, and 36-month dry weather flow.

ACTION:	None
DIRECTION:	Agency staff to create a technical committee to collect and analyze flow and strength data and flow only data for wet and dry weather season and provide the Board with one year and three-year comparisons.

**12. February 2026 Informational Items**

**00:01:47**

Chair DiGiovanni asked clarifying question regarding the PRA request by RVSD.

GM Dow stated the RVSD attorney was requesting the draft Hydrogen Peroxide Relocation Study and related documents. He previously informed the RVSD attorney that the study was being worked on and should be completed by late April.

Commissioner Boorstein stated RVSD paid for 50% of the study and wanted to see the progress of the study and that RVSD GM Moore had asked for the study documents as well.

GM Dow noted that the Agency was paying for the feasibility study. GM Dow stated that the Agency did not release draft information to the public until complete and once completed, the Agency would post the final study on its website, and also that RVSD staff had not contacted the Agency to date requesting the study.

**13. North Bay Watershed Association (NBWA) Report**

**00:01:53**

Commissioner Boorstein stated the NBWA Silver Anniversary Biennial Conference was scheduled on April 9, 2026, and that there were three tickets available to Board members who would like to attend.

**14. Oral Reports by Commissioners**

**00:01:55**

None.

**15. Oral Reports by General Manager**

**00:01:55**

GM Dow referred to his handout and reported:

- Recruitment completed for Regulatory Compliance Manager, with internal candidate Kyle Carbajal promoted.
- CMSA has two easements on the State property, and one is for the Ross Valley interceptor. The Oak Hill apartment development includes an apartment access road across the interceptor easement, which includes up to 25’ of fill material. Staff asked the developer to prepare a pipeline fill analysis to determine any impact and analysis showed that light weight fill was required to prevent damaging the interceptor. Staff shared the analysis with RVSD and SD2, who jointly own the interceptor. Carollo Engineers is preparing a peer review proposal for the analysis report.

**16. Items for Next/Future Agendas**

**00:02:01**

None.

**17. Next Scheduled Meeting**

The Board has scheduled a Regular meeting for April 14, 2026 at 6:00 p.m.

Chair DiGiovanni adjourned the meeting at 8:02 p.m.

Respectfully submitted,

\_\_\_\_\_  
Tiffany Elam, Administrative Specialist

\_\_\_\_\_  
Dean DiGiovanni, Chair

DRAFT



**BOARD MEMORANDUM**

April 9, 2026

To: CMSA Board of Commissioners

From: Corey Spray, Administrative Services Manager  
Jason Dow, General Manager

**Subject: March 2026 Treasurer’s Report**

**Purpose:** Consistent with *Financial Policy# 530 – General*, Agency staff shall prepare a monthly Treasurer’s Report that presents the Agency’s cash and investments, operating and capital reserves, and cash flow activities.

**Cash and Investments:**

Cash/Investment	Financial Institution	2/28/2026	Receipt	Disbursement	FMV Change	Funds Transfer	3/31/2026
1 Operating account	Westamerica	\$ 1,320,713	\$ 719,036	\$(1,605,687)	\$ -	\$ 998,398	\$ 1,432,460
2 Petty cash	In-house	272	-	-	-	-	272
3 RV petty cash	In-house	28	340	-	-	(340)	28
4 Pension bond trust	US Bank	140,630	245	(138,701)	-	-	2,173
5 Revenue bond trust	US Bank	475,069	825	(468,116)	-	-	7,779
6 Pooled investment	LAIF	20,874,761	-	-	-	(1,000,000)	19,874,761
7 Pooled investment	CAMP	452,780	1,459	-	-	-	454,240
8 Dental trust	EDIS	18,678	-	(17,936)	-	1,943	2,685
9 Pension trust	Keenan	1,730,829	3,322	-	(74,069)	-	1,660,082
10 Total Agency		<u>\$25,013,761</u>	<u>\$ 725,228</u>	<u>\$(2,230,439)</u>	<u>\$ (74,069)</u>	<u>\$ -</u>	<u>\$ 23,434,480</u>
11 Total net change in cash and investments			<u>\$(1,579,280)</u>	<i>[Includes FMV change in pension trust]</i>			

Note: The Fair Market Value (FMV) change on the LAIF portfolio is not included in the above presentation due to the funds deposited into the pooled account are guaranteed to be withdrawn dollar-for-dollar at the request of the Agency. Furthermore, the change in the pension trust is not included due to timing of the release of the statement for the current month.

Cash/Investment	Financial Institution	3/31/2026 Institution	CM Interest /FMV Change	Average RoR%
1 Operating account	Westamerica	\$ 1,432,460	\$ 736	1.00%
2 Petty cash	In-house	272	-	0.00%
3 RV petty cash	In-house	28	-	0.00%
4 Pension bond trust	US Bank	2,173	245	3.12%
5 Revenue bond trust	US Bank	7,779	825	3.12%
6 Pooled investment	LAIF	19,874,761	-	3.82%
7 Pooled investment	CAMP	454,240	1,459	3.80%
8 Dental trust	EDIS	2,685	-	0.00%
9 Pension trust	Keenan	1,660,082	(70,747)	3.29%
10 Total Agency		<u>\$23,434,480</u>	<u>\$ (67,482)</u>	<u>2.02%</u>

Note: The average rate of returns for each account are annualized calculations of the monthly or quarterly interest proceeds received. The total Agency average rate of return percentage is the simple average of all annualized return percentages.

## Operating and Capital Reserves:

*Financial Policy #532 – Reserve* stipulates the establishment of certain reserve categories to manage the Agency’s liquidity. Some of the Agency’s activities are legally binding based on existing agreements, State law, or Internal Revenue Code (IRC) requirements that make these funds restricted, i.e., the debt service trusts for both the pension obligation bond and revenue bonds, payments being made out of a dedicated payment account established by EDIS, collection of capacity and debt service coverage fees, as well as the Section 115 pension investment trust. Other activities are tethered to Board of Commissioner approved policies that commit certain funds, i.e., establishment of an operating, emergency and capital reserves that have specific funding targets. All other activities that do not meet either the restricted or committed categories are classified as unassigned funds.

The Agency strives to use its unassigned funds first when conducting its core operations. Transfers to and from and its committed reserves are conducted following the management practices stipulated as per Financial Policy. Transfers to and usage of proceeds allocated within its restricted reserves comply with current applicable laws and regulations.

<b>Reserve</b>	<b>Status</b>	<b>2/28/2026</b>	<i>Note 2</i> <b>Net Result</b>	<b>Funds Transfer</b>	<b>3/31/2026</b>	<b>Board Target</b>
1 Pension trust ( <i>Note 1</i> )	Restricted	\$ 1,730,829	\$ (70,747)	\$ -	\$ 1,660,082	\$ -
2 Pension bond trust	Restricted	140,630	(138,456)	-	2,173	-
3 Revenue bond trust	Restricted	475,069	(467,290)	-	7,779	-
4 Dental trust	Restricted	18,678	(17,936)	1,943	2,685	-
5 Capital reserve	Restricted	1,124,300	72,215	(72,215)	1,124,300	1,124,300
6 Operating reserve	Committed	4,302,500	-	-	4,302,500	4,293,000
7 Emergency reserve	Committed	500,000	-	-	500,000	500,000
8 Unassigned operating	Unassigned	500,000	(709,043)	709,043	500,000	-
9 Unassigned capital	Unassigned	16,221,755	(248,024)	(638,770)	15,334,961	8,626,700
10 Total Agency		<u>\$25,013,761</u>	<u>\$(1,579,280)</u>	<u>\$ -</u>	<u>\$23,434,480</u>	<u>\$ 14,544,000</u>

*Note 1: The pension trust net result is non-cash due to it including changes in fair value of the investment portfolio.*

*Note 2: Net result is the difference between cash receipts, FMV change, and cash disbursements.*

## Statement of Compliance:

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

Further detail on the cash flows are provided in the succeeding pages showing the current month cash receipts and disbursements along with a comparison of the fiscal year-to-date activity to the annual budget.

## Cash Receipt & Disbursement Detail

A breakdown of the cash receipts for all Agency cash and investment accounts over the past month is listed below:

	<b>Cash Receipt Transaction</b>	<b>Amount</b>
1	Permit and inspection fee collections	\$ 5,119
2	Laboratory services (Verily February 2026)	1,050
3	Waste Haulers & RV	25,383
4	Organic Waste Programs	18,029
5	Source Control Program (ASD Q2 FY26)	559
6	SRSD Service Agreement Development (Jan & Feb 2026)	9,315
7	SQRC Wastewater Services Contract (Dec 2025 & Jan 2026 & Extra Work)	470,680
8	SQ Village Operations & Maintenance contract (January 2026)	2,313
9	SD #2 Pump Station Maintenance Contract (Jan & Feb 2026 & Extra Work)	100,166
10	Marin Clean Energy power purchase (November & December 2025)	12,138
11	Marin Airporter lease payment (February & March 2026)	12,439
12	Capacity Charges (see below)	57,782
13	Misc collections (Republic reimb/US Bank Cal-Card rebate)	3,668
14	Interest received & FMV change in pension trust ( <i>all accounts</i> )	<u>(67,482)</u>
15	Total Agency cash receipts	<u>\$ 651,159</u>

As per the Joint Powers Authority (JPA) Agreement, the member agencies have agreed to collect the Agency's share of capacity charges and remit the proceeds within 45 days of collection. For the current month, the breakdown of capacity charges from each member is the following:

	<b>JPA Member</b>	<b>Amount</b>	<b>Notes</b>
1	Ross Valley Sanitary District	\$ 36,934	Final payment plan remittance
2	San Rafael Sanitation District	20,848	1 new connection, 14 DFU & <i>pay plan</i>
3	Sanitary District #2	-	N/A
4	Total capacity charges	<u>\$ 57,782</u>	

Please see attached *Disbursement Register* for the disbursement detail.

**Fiscal Year-to-Date Budget-to-Actual (Cash Basis) – As of March 2026 (P9 – 75.0%)**

	FY2026 Budget	FY2026 YTD Actual	Budget Remain \$	Budget Used %	
<b>OPERATING ACTIVITIES</b>					
<b>SOURCES</b>					
1	Regional service charges	\$ 13,843,600	\$ 10,382,700	\$ 3,460,900	75.0%
2	Contract service collection fees	2,041,100	1,913,542	127,558	93.8%
3	Program collection fees	194,100	165,342	28,758	85.2%
4	Permits, source control, inspection & other fees	507,000	624,482	(117,482)	123.2%
5	Bank interest ( <i>all except USB Rev Bonds</i> )	880,300	766,295	114,005	87.0%
6	<b>Total funding sources</b>	<b>17,466,100</b>	<b>13,852,361</b>	<b>3,613,739</b>	<b>79.3%</b>
<b>USES</b>					
7	Salaries and benefits	11,408,500	9,126,300	2,282,200	80.0%
8	Chemicals and fuel	1,974,900	1,499,392	475,508	75.9%
9	Biosolids management	645,300	560,592	84,708	86.9%
10	Permit testing and monitoring	256,450	218,744	37,706	85.3%
11	Repairs and maintenance	808,300	843,000	(34,700)	104.3%
12	Utilities and telephone	392,400	248,498	143,902	63.3%
13	Insurance	590,500	580,227	10,273	98.3%
14	General and administrative	1,103,700	809,517	294,183	73.3%
15	<b>Total funding uses</b>	<b>17,180,050</b>	<b>13,886,271</b>	<b>3,293,779</b>	<b>80.8%</b>
16	<b>Net funding position change</b>	<b>\$ 286,050</b>	<b>\$ (33,910)</b>	<b>n/a</b>	<b>n/a</b>
<b>CAPITAL ACTIVITIES</b>					
<b>SOURCES</b>					
17	Debt service charges	\$ 4,497,200	\$ 4,429,223	\$ 67,977	98.5%
18	Debt service coverage fees	1,124,300	1,107,306	16,994	98.5%
19	Capital fees	1,903,500	1,427,625	475,875	75.0%
20	Capacity charges	40,500	697,964	(657,464)	1723.4%
21	Grant proceeds	-	-	-	0.0%
22	Capital debt proceeds, net	12,675,000	-	12,675,000	0.0%
23	Bank interest ( <i>USB Rev Bonds only</i> )	130,100	8,914	121,186	6.9%
24	<b>Total funding sources</b>	<b>20,370,600</b>	<b>7,671,032</b>	<b>12,699,568</b>	<b>37.7%</b>
<b>USES</b>					
25	Capital debt service	4,497,200	4,497,156	44	100.0%
26	Capital improvement program	16,787,890	4,924,984	11,862,906	29.3%
27	<b>Total funding uses</b>	<b>21,285,090</b>	<b>9,422,140</b>	<b>11,862,950</b>	<b>44.3%</b>
28	<b>Net funding position change</b>	<b>\$ (914,490)</b>	<b>\$ (1,751,109)</b>	<b>n/a</b>	<b>n/a</b>
<b>TOTAL AGENCY</b>					
29	<b>Total funding sources</b>	<b>\$ 37,836,700</b>	<b>\$ 21,523,393</b>	<b>16,313,307</b>	<b>56.9%</b>
30	<b>Total funding uses</b>	<b>38,465,140</b>	<b>23,308,411</b>	<b>15,156,729</b>	<b>60.6%</b>
31	<b>Net funding position change</b>	<b>\$ (628,440)</b>	<b>\$ (1,785,019)</b>	<b>n/a</b>	<b>n/a</b>

**Attachment:**

- March 2026 Disbursement Register

**CENTRAL MARIN SANITATION AGENCY  
ATTACHMENT - DISBURSEMENT REGISTER  
For the Month Ended MARCH 31, 2026**

Number	Date	Vendor/Payee	Amount	Description
2028115				Last check from prior month's register
2028116	03/03/2026	B. Jones	194.83	Reimbursement for monthly retiree health benefits
2028117	03/03/2026	P. Frye	194.83	Reimbursement for monthly retiree health benefits
2028118	03/06/2026	California State Disbursement	348.92	Garnishment for pay period ending 02/28/2026
2028119	03/05/2026	Atmospheric Analysis	1,612.00	Monthly biogas monitoring (2 invoices)
2028120	03/05/2026	Beecher Engineering, Inc.	3,640.00	Prof Svcs: Electrical Conduit Assessment (payment #1)
2028121	03/05/2026	Blue Sky Environment, Inc.	14,900.00	Annual source test for Waukesha Cogenerator
2028122	03/05/2026	D.W. Nicholson Corporation	47,891.40	Grit Classifier replacement project: construction (progress payment #1)
2028123	03/05/2026	East Bay Muni Utility District	787.08	Bay Area Chemical Consortium participation fee for three chemicals
2028124	03/05/2026	Fastenal Company	245.33	Air handler filters
2028125	03/05/2026	G. Buell	12.70	Employee reimbursement: Postage fee
2028126	03/05/2026	Grainger	2,274.66	Electrical hardware, lifting slings, conduit boxes, and vault plant sump pump (4 invoices)
2028127	03/05/2026	Hagel Supply Co.	133.72	Paper towels
2028128	03/05/2026	Home Depot Credit Services	1,816.55	Refrigerator
2028129	03/05/2026	Jackson's Hardware	220.52	Fuel landscape tools, paint roller, and ss hardware (3 invoices)
2028130	03/05/2026	J. Cheung	172.50	Employee per diem: CWEA Annual Conference, Sacramento CA
2028131	03/05/2026	McMaster-Carr Supply Co.	1,278.23	SD2: Strut channel (note B), paint covers, chain belt, pressure washer hose, inventory count bags, pipe fittings and adjustment valves for air handler (6 invoices)
2028132	03/05/2026	Medical Center of Marin	242.00	Pre-employment testing (1 new employee)
2028133	03/05/2026	Motion Industries, Inc.	10,373.44	Hydraulic cylinder for biosolids hopper
2028134	03/05/2026	Pace Supply Corp.	179.56	Pipes and pipe fitting for grit washer project air line
2028135	03/05/2026	Pacific EcoRisk	1,901.16	Semi-annual Chronic Toxicity testing
2028136	03/05/2026	PG&E	4,019.61	Electricity service at CMSA, 11/17/2025-12/14/2025 and at Sir Francis Drake 01/20/2025-02/18/2026 (2 invoices)
2028137	03/05/2026	PG&E Non-Energy Collection Unit	160.15	Renewable energy expansion, February 2026
2028138	03/05/2026	Sentry	1,267.00	Subscription for aeration basin #2 (invoice #4)
2028139	03/05/2026	T. Groves	14.00	Employee travel expense reimbursement: Parking
2028140	03/05/2026	Univar USA Inc	41,827.95	Sodium hypochlorite (2 deliveries) and Sodium Bisulfite (1 delivery)
2028141	03/05/2026	Van Bebbler Bros., Inc.	765.30	Stainless steel sheet metal for digester supply shroud fabrication
2028142	03/06/2026	EDIS	1,970.00	Dental insurance claims, March 2026
2028143	03/11/2026	Airgas USA, LLC	103.38	Nitrogen
2028144	03/11/2026	Alpha Analytical Lab Inc.	2,711.00	Biosolids monitoring
2028145	03/11/2026	Devil Mountain Wholesale Nursery, LLC	773.13	Trees and plants for landscaping
2028146	03/11/2026	DNG Enterprises, Inc (Napa Auto Parts)	1,472.21	SD2: Seawolf generator battery, Trinidad 2 generator battery, and oil for air compressor (3 invoices, note B), SQR: Generator battery (2 invoices, note B), F-550 wipers, hydraulic oil, solvent cleaner and utility supplies (4 invoices)
2028147	03/11/2026	Evoqua Water Tech LLC	649.00	Deionized water system maintenance
2028148	03/11/2026	Fastenal Company	348.82	SQR: Check valve parts (note B)
2028149	03/11/2026	Grainger	1,104.76	SD2: Electrical conduit fittings (2 invoices, note B). Check valve, carbon steel rectangular bar, paint rollers, drill bits, hammer, socket adapter, electrical connectors and hardwares (8 invoices)
2028150	03/11/2026	Harrington Industrial Plastics	3,937.98	1-inch diaphragm valves for hypo pump lines, and DEF dosing pump for Jenbacher (2 invoices)
2028151	03/11/2026	Idexx Distribution Inc	3,055.46	Enterolert media
2028152	03/11/2026	Jackson's Hardware	184.61	Lumber and stakes for landscaping
2028153	03/11/2026	McMaster-Carr Supply Co.	2,051.71	SD2: Electrical conduit components (note B), pipe fittings, ladder, flowmeter for sludge pump, primary scum skimmers, and conduit fittings (6 invoices)
2028154	03/11/2026	Progent Corporation	99.95	IT support, March 2026
2028155	03/11/2026	Rock Steady Juggling	1,500.00	Public Ed Program: Two shows presentations (note B)
2028156	03/11/2026	Roy's Sewer Service, Inc.	5,400.00	SD2: Vactor service at Lucky Drive pump station (note B)
2028157	03/11/2026	Safety-kleen Systems, Inc	111.00	Coolant waste disposal
2028158	03/11/2026	Uline	84.61	Knee pads

**CENTRAL MARIN SANITATION AGENCY  
ATTACHMENT - DISBURSEMENT REGISTER  
For the Month Ended MARCH 31, 2026**

Number	Date	Vendor/Payee	Amount	Description
2028159	03/11/2026	Unison Solutions	29,144.80	H2S scrubber media
2028160	03/11/2026	Western Exterminator Co.,Inc.	324.10	Pest control, March 2026
2028161	03/12/2026	AT&T Corp	175.00	Monthly internet fee, February 2026
2028162	03/12/2026	California Utilities Emergency	1,150.00	Annual membership dues
2028163	03/12/2026	CDW Government, Inc.	43,096.07	Annual renewal for Microsoft Enterprise
2028164	03/12/2026	City Electric Supply	1,097.29	Hardware and fittings (4 invoices)
2028165	03/12/2026	CWEA TCP	350.00	CWEA tour and Continuing Education Presentation at American Canyon and Wastewater Wastewater Facility for 7 employees
2028166	03/12/2026	Grainger	80.80	Belt pads for sanders
2028167	03/12/2026	Graybar	1,280.15	Area 2 manual transfer switch
2028168	03/12/2026	GSE Construction Company Inc.	109,250.00	Centrifuge Dewatering Improvements Project: Construction (progress payment #1)
2028169	03/12/2026	Marin Sanitary Service - 0004321	1,378.56	Recycling and compost disposal, February 2026
2028170	03/12/2026	Marin Sanitary Service - 0027511	7,349.92	Grit box disposal, February 2026
2028171	03/12/2026	Marin Sanitary Service - 0033224	750.00	Rag bins disposal, February 2026
2028172	03/12/2026	McInerney & Dillon, P.C.	110.00	Legal Svcs: Contract law, February 2026
2028173	03/12/2026	PG&E	1,251.83	Natural gas supply, February 2026 at 1301 Andersen Drive
2028174	03/12/2026	Prudential Overall Supply	2,256.42	Uniforms, February 2026
2028175	03/12/2026	Quadient Finance USA, Inc	204.00	Postage replenishment and supply charge, January-February 2026
2028176	03/12/2026	Univar USA Inc	34,895.66	Sodium hypochlorite (2 deliveries)
2028177	03/12/2026	USP Technologies	15,381.24	Hydrogen peroxide (2 invoices)
2028178	03/12/2026	Waste Management	16,345.41	Biosolids disposal, February 2026
2028179	03/20/2026	California State Disbursement	348.92	Garnishment for pay period ending 03/14/2026
2028180- 2028223	03/23/2026	CMSA Employees	16,175.00	CWEA RES-CY 2025 Plant of the Year Awards (45 employees) and Safety & Wellness Incentive Awards (30 employees)
2028224	03/23/2026	Aleshire & Wynder LLP	1,209.00	Legal Svcs: Employment law, February 2026
2028225	03/23/2026	All Star Rents	141.45	Lawn thatcher rental
2028226	03/23/2026	APGN Inc.	2,922.00	Air filter replacements for aeration tank blowers
2028227	03/23/2026	Automation Direct Co., Inc.	620.54	Electrical box for area 2
2028228	03/23/2026	Bay Area Air Quality	36,040.00	Annual BAAD permit renewal
2028229	03/23/2026	Bay City Equipment Industries	1,001.00	SQRC: Emergency generator semi-annual maintenance (note B)
2028230	03/23/2026	California Chamber of Commerce	51.28	2026 California Federal Labor Law poster
2028231	03/23/2026	D. Rhoten	249.95	Employee Reimbursement: Safety boots
2028232	03/23/2026	Environmental.com	1,401.57	Sample collection containers (2 invoices)
2028233	03/23/2026	Fastenal Company	957.44	Belt pads for sanders, process tank hardware, and maintenance vending machine replenishment, January 2026 (3 invoices)
2028234	03/23/2026	Golden State Lumber	53.89	Lumber for pathway border
2028235	03/23/2026	Grainger	1,199.08	Differential pressure switch, 24 volt solenoid valve, light tube, pressure gauge for service truck, hardware, and fittings for chemical tank (7 invoices)
2028236	03/23/2026	Harrington Industrial Plastics	654.78	PVC pipe basket strainers
2028237	03/23/2026	Home Depot Credit Services	530.32	SD2: Fittings for Industrial/Lucky stations (note B) and herbicides (2 invoices)
2028238	03/23/2026	Horizon Dist. Inc	76.23	Irrigation parts for groundskeeping
2028239	03/23/2026	Jackson's Hardware	27.29	Wood screws
2028240	03/23/2026	KnowBe4	1,688.58	Annual Security Awareness Training subscription
2028241	03/23/2026	Linde Gas and Equipment	437.62	Helium gas for nutrient monitoring
2028242	03/23/2026	Marin Color Service	149.10	Paints for solids load bay door
2028243	03/23/2026	Marin Resource Recovery Center	90.00	Trash disposal
2028244	03/23/2026	McMaster-Carr Supply Co.	358.10	Hose clamps, chemical tank supply hose, barb fittings for gas sample line, and hardware for odor scrubber (5 invoices)
2028245	03/23/2026	Mill Valley Refuse Service, Inc	331.37	Portable toilet rental provided for restroom access during potable water line repair

**CENTRAL MARIN SANITATION AGENCY  
ATTACHMENT - DISBURSEMENT REGISTER  
For the Month Ended MARCH 31, 2026**

Number	Date	Vendor/Payee	Amount	Description
2028246	03/23/2026	Nickell Fire Protection Inc	855.00	Fire sprinkler system inspection
2028247	03/23/2026	Pace Supply Corp.	307.42	Pipe and pipe fittings for polymer drain line
2028248	03/23/2026	PG&E Non-Energy Collection Unit	160.15	Renewable energy expansion, March 2026
2028249	03/23/2026	Prudential Overall Supply	1,629.78	Uniform jackets for maintenance staff
2028250	03/23/2026	Reinholdt Engineering Construction	1,555.00	EVR annual testing, monthly UST inspections for March 2026, and repair services (2 invoices)
2028251	03/23/2026	Super Bright Leds, Inc	468.80	LED lights
2028252	03/23/2026	Yamaha Golf Cars Of	15,568.13	2-passenger 48-volt electric golf cart with flatbed replacement
2028253	03/26/2026	N. Singh	76.50	Employee per diem: CWEA Annual Conference, Sacramento CA
2028254	03/27/2026	Allied Fluid Products Corp	796.59	OWRF receiving 4-inch hose
2028255	03/27/2026	A. Sacerdote	295.00	Employee per diem: CWEA Annual Conference, Sacramento CA
2028256	03/27/2026	CDW Government, Inc.	1,946.74	Annual Acrobat PDF licenses
2028257	03/27/2026	City Electric Supply	108.28	SQRC: Electrical conduit (note B)
2028258	03/27/2026	Clipper Controls	4,446.11	Lab sampler rental and parts for maintenance
2028259	03/27/2026	Diamond Tire Center	1,817.76	Electric cart batteries and tire disposal fee (4 invoices)
2028260	03/27/2026	Downey Brand LLP	693.00	Legal Svcs: Real Estate law, February 2026
2028261	03/27/2026	Frank A. Olsen Co	1,441.56	3-inch plug valve for OWRF station
2028262	03/27/2026	Golden State Lumber	74.63	Lumber for pathway border
2028263	03/27/2026	Grainger	2,270.79	SD2: Generator E-stop switch (1 invoice, note B), Electrical conduit, OWRF receiving hose, spill containment safety supplies, V-belts, differential pressure switch, OWRF breaker for grinder instrument, electrical tape, and pump for portable odor mister
2028264	03/27/2026	Idexx Distribution Inc	982.87	Micro sample bottles
2028265	03/27/2026	Jackson's Hardware	413.99	Fuel for landscape tool, chainsaw chain and safety boots (3 invoices)
2028266	03/27/2026	Ken Grady Co., Inc.	211.50	Repair kit for CL2 analyzer
2028267	03/27/2026	Lystek International LTD	20,866.14	Biosolids beneficial reuse fee, February 2026
2028268	03/27/2026	Marin Color Service	222.51	Paint and paint supplies for plant facility
2028269	03/27/2026	McMaster-Carr Supply Co.	1,340.36	Jenbacher caution signage, fan motor for area 10 and area 12, fittings for biotower odor mister and gallery air handler, and pipe fittings for ferric injection line (6 invoices)
2028270	03/27/2026	Pace Supply Corp.	1,581.35	Steel pipes, and pipe fittings for air line (2 invoices)
2028271	03/27/2026	Safety-kleen Systems, Inc	295.00	Hazardous waste disposal
2028272	03/27/2026	Shamrock Building Materials	99.61	Propane
2028273	03/27/2026	Univar USA Inc	17,618.39	Sodium hypochlorite (1 delivery)
2028274	03/27/2026	USP Technologies	15,737.28	Hydrogen peroxide (2 invoices)
		<b>Total Checks</b>	<b>588,497.06</b>	
		<b>Payments by ACH:</b>		
		<b>Date</b>	<b>Vendor/Payee</b>	<b>Amount</b>
				<b>Description</b>
	02/03/2026	Retiree Benefits	13,793.11	Monthly reimbursement for retiree health benefits
	03/06/2026	Black & Veatch	6,413.00	Prof Svcs: ESDC for Centrifuge Dewatering Improvement Project (invoice #5)
	03/06/2026	Constellation Energy Corporation	1,024.37	Natural gas supply, January 2026
	03/06/2026	Fisher Scientific	325.14	Pipet tips
	03/06/2026	Hach Company	1,452.35	Salt bridge and chlorine reagent (3 invoices)
	03/06/2026	Pencco, Inc	15,911.42	Ferric chloride (1 delivery)
	03/06/2026	UBEO West LLC	1,844.86	Copier lease, 02/20/2026-03/20/2026
	03/06/2026	VWR International	1,140.43	Pipet tips, filters for TSS analysis, nitrile gloves, chlorine sample strips, solids standard and broth and soy agar for microbiological testing micro media (5 invoices)
	03/10/2026	M. Boorstein	38.81	Lunch meeting reimbursement
	03/12/2026	Amazon	329.26	Time server GPS antenna, submersible water pump, and soap dispenser (3 invoices)
	03/12/2026	Fisher Scientific	278.75	Sulfuric acid titrant for laboratory alkalinity testing

**CENTRAL MARIN SANITATION AGENCY  
ATTACHMENT - DISBURSEMENT REGISTER  
For the Month Ended MARCH 31, 2026**

Number	Date	Vendor/Payee	Amount	Description
	03/12/2026	Hach Company	907.54	Chlorine reagent, replacement sensor cap, DO meter stirrer assembly (3 invoices)
	03/12/2026	IEDA, Inc.	947.66	Labor Relations consulting fees, March 2026
	03/12/2026	Kone Inc	225.41	Monthly elevator maintenance, January 2026
	03/12/2026	MicroCool	558.20	Valve for biotower Odor scrubber (2 invoices)
	03/12/2026	Northeast-Western	10,536.43	LTSA Jenbacher cogen, January-February 2026 (2 invoices)
	03/12/2026	VWR International	253.81	QC standard for TSS
	03/17/2026	Carollo Engineers, Inc.	19,967.50	Prof Svcs: Hydrogen Peroxide Facility Relocation Study, amendment #3 (payment #6), Nutrient Removal Alternatives Evaluation Project, February 2026 (payment #17), and Technical Support Plant Electrical Project, September 2025 (final)
	03/17/2026	Hach Company	1,841.10	Conductivity probes and calibration bags for DO probes (3 invoices)
	03/17/2026	Navia Benefit Solutions	200.00	Monthly fee for March 2026
	03/17/2026	Synagro West, Inc.	22,560.00	Biosolids hauling, February 2026
	03/18/2026	Cal-Card	16,717.99	State of California purchase card for February 2026
	03/24/2026	Amazon	75.38	DYMO labels
	03/24/2026	Caltest Analytical Laboratory	1,675.56	BOD analysis, and semi-annual NPDES influent/effluent analysis
	03/24/2026	Carollo Engineers, Inc.	5,372.25	Prof Svcs: ESDC-Grit Classifier Replacement Project (payment #6)
	03/24/2026	Fisher Scientific	461.89	Chlorine standards, FFD6 wetting agent for ammonia analysis, and micro culture tubes (3 invoices)
	03/24/2026	Northeast-Western	419.43	Oil line, O-ring and ball valves for Jenbacher (2 invoices)
	03/24/2026	Penco, Inc	15,223.63	Ferric chloride (1 delivery)
	03/24/2026	C. Spray	195.92	Employee travel expense reimbursement: Leadership Center, Chapel Hill, NC
	03/24/2026	VWR International	214.79	Aluminum pans for total solids analysis
	03/30/2026	Above & Beyond Energy Services Inc	9,300.15	Turbo charger for Waukesha engine
	03/30/2026	Constellation Energy Corporation	1,102.25	Natural gas supply, February 2026
	03/30/2026	Fisher Scientific	1,691.24	Micro-inoculating loops, glassware detergent, pH standard solutions, autoclave brush, COD standard chemicals, TKN reagents, and autoclave fan components
	03/30/2026	Grating Pacific, Inc.	7,154.78	Steel grating for primary deck
	03/30/2026	Hach Company	1,598.63	Mylar bags for probes, pH probe, sample cell with cap and DPD/DOD total chlorine reagents (3 invoices)
	03/30/2026	Muniquip, Inc.	11,518.20	DEF dosing pump head and scum pump (3 invoices)
	03/30/2026	PMC INC	49,629.56	Primary clarifier rehab parts (invoice #3)
	03/30/2026	VWR International	363.96	Glasswares, autoclave supplies and sulfuric acid reagent used for BOD analysis (3 invoices)
	03/05/2026	Cal Public Employee Retirement	109,779.49	Medical insurance for March 2026
	03/06/2026	CalPERS	52,005.70	Retirement pension contribution: Agency and employees, PPE 02/28/2026 (Note C)
	03/20/2026	CalPERS	51,860.46	Retirement pension contribution: Agency and employees, PPE 03/14/2026 (Note C)
	03/06/2026	Employment Development Department	18,786.88	State and SDI Taxes, PPE 02/28/2026
	03/20/2026	Employment Development Department	17,989.23	State and SDI Taxes, PPE 03/14/2026
	03/24/2026	Employment Development Department	3.25	State and SDI Taxes, PPE 03/25/2026
	03/06/2026	IRS	44,963.98	Federal income and Medicare Taxes, PPE 02/28/2026
	03/20/2026	IRS	42,995.21	Federal income and Medicare Taxes, PPE 03/14/2026
	03/24/2026	IRS	7.26	Federal income and Medicare Taxes, PPE 03/25/2026
	03/05/2026	Lincoln Financial Group	3,304.23	Life insurance, March 2026
	03/06/2026	MissionSquare Retirement Trust-457	1,800.00	Deferred compensation contributions, PPE 02/28/2026 (Note A)
	03/20/2026	MissionSquare Retirement Trust-457	1,800.00	Deferred compensation contributions, PPE 03/14/2026 (Note A)
	03/06/2026	Nationwide Retirement	34,360.03	Deferred compensation contributions, PPE 02/28/2026 (Note A)
	03/20/2026	Nationwide Retirement	34,314.94	Deferred compensation contributions, PPE 03/14/2026 (Note A)
	03/06/2026	Navia Benefit Solutions	1,052.91	Flexible spending account, PPE 02/28/2026
	03/23/2026	Navia Benefit Solutions	1,052.91	Flexible spending account, PPE 03/14/2026
	03/06/2026	Public Agency Retirement Services	379.82	Retirement pension contribution: Part-time employees, PPE 02/28/2026

**CENTRAL MARIN SANITATION AGENCY  
ATTACHMENT - DISBURSEMENT REGISTER  
For the Month Ended MARCH 31, 2026**

Number	Date	Vendor/Payee	Amount	Description
	03/23/2026	Public Agency Retirement Services	389.16	Retirement pension contribution: Part-time employees, PPE 03/14/2026
	03/26/2026	Public Agency Retirement Services	18.76	Retirement pension contribution: Part-time employees, PPE 03/25/2026
	03/06/2026	SEIU Local 1021	1,223.68	Union dues, PPE 02/28/2026
	03/23/2026	SEIU Local 1021	1,184.66	Union dues, PPE 03/14/2026
	03/05/2026	Vision Service Plan -(CA)	1,806.30	Vision insurance, March 2026
	03/31/2026	Bank Fees	490.77	Westamerica Analysis Account Fees, March 2026
	03/31/2026	Credit Card Fees	569.31	Credit Card Processing Fees, March 2026
	03/06/2027	EDIS	17,936.40	EDIS dental claims paid
	03/01/2026	US Bank Trust - Revenue Bond	468,115.64	March 2026 Revenue Bond Debt Service - Interest
	03/01/2026	US Bank Trust - POB	138,700.80	March 2026 Pension Obligation Bond Debt Service - Interest
		<b>Total ACH</b>	<b>1,270,156.54</b>	
		CMSA Employee Compensation:		
		Date Vendor/Payee	Amount	Description
	03/06/2026	CMSA employee payroll	188,580.92	Pay period ended 02/28/2026
	03/20/2026	CMSA employee payroll	181,954.87	Pay period ended 03/14/2026
		<b>Total ACH</b>	<b>370,535.79</b>	
		Board Member Compensation:		
		Date Vendor/Payee	Amount	Description
	03/20/2026	E. Beckman	250.00	03/10/2026 CMSA Regular Commission meeting
	03/20/2026	M. Boorstein	500.00	03/10/2026 CMSA Regular Commission meeting and 06/06/2026 NBWA board meeting
	03/20/2026	M. Bushey	250.00	03/10/2026 CMSA Regular Commission meeting
	03/25/2026	A. Poster	250.00	03/10/2026 CMSA Regular Commission meeting
		<b>Total ACH</b>	<b>1,250.00</b>	
		<b>GRAND TOTAL</b>	<b>2,230,439.39</b>	

Notes:

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

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

C: CMSA is partially reimbursed for this expense per Employee Labor Agreements.





**BOARD MEMORANDUM**

April 9, 2026

To: CMSA Commissioners and Alternates

From: Nicholas Talbot, Treatment Plant Manager

Approved: Jason Dow, General Manager

**Subject: March 2026 NPDES Permit Compliance, Treatment Process, and Maintenance Activities Report**

**Recommendation:** Accept the March 2026 NPDES Permit Compliance, Treatment Process, and Maintenance Activities Report.

**I. NPDES Permit Compliance**

NPDES permit testing for March demonstrated the 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 for final effluent disinfection compliance. The rolling enterococcus geometric mean was 6.7 MPN, which is significantly lower than the permit limit of 255 MPN. The average ammonia concentration for the month was 34.9 mg/L, which is less than the monthly permit limit of 60 mg/L.

**II. Influent and Effluent Flows**

In March, dry weather prevailed with only 0.18 inches of rainfall measured by the Agency’s on-site rain gauge, resulting in zero blending events. Table 1 summarizes CMSA’s average influent and effluent flows, along with daily, hourly, and 5-minute peak flows for the month. Table 2 provides the daily average and total monthly influent flows for the CMSA treatment plant and its satellite collection agencies.

**Table 1: CMSA Influent and Effluent Flow Summary (MGD)**

Flow Location	Daily Maximum	Hourly Maximum	5 Minute Maximum	Daily Average
Influent	13.68 MGD	17.10 MGD	25.93 MGD	11.08 MGD
Effluent	11.80 MGD	14.47 MGD	18.77 MGD	8.61 MGD

**Table 2: Satellite Collection Agency and Total Flow Summary**

Flow Type	SRSD	RVSD	SD2	SQRC	CMSA Totals
Average Daily (MGD)	4.52 MGD	4.82 MGD	1.13 MGD	0.61 MGD	11.08 MGD
Total for Month (MG)	140.17 MG	149.48 MG	34.95 MG	18.79 MG	343.39 MG
Percent of Flow	40.82%	43.53%	10.18%	5.47%	100%

### **III. Treatment Process**

During March, Operations staff supported annual boiler maintenance, cleaning, and emissions testing performed by an outside contractor. Boiler No. 1 was found to be in satisfactory condition, while Boiler No. 2 requires panel sealing work, which the contractor will complete. Sodium Hypochlorite Diffuser No. 1 was placed into service to allow Maintenance staff to replace aging sodium hypochlorite induction mixer piping and valves that had reached the end of their service life. Sodium Hypochlorite Tank No. 4 had a leaking discharge hose that was isolated, repaired, and returned to service. The Organic Waste Receiving Facility was taken out of service for quarterly cleaning provided by a contractor, with 16.5 cubic yards of debris removed from the underground storage tank. Chlorine Contact Tanks Nos. 5 and 6 were taken out of service due to reduced wet weather flows. The Jenbacher cogeneration engine was temporarily taken offline to facilitate preventative maintenance on the Waukesha cogeneration engine, including an oil change and replacement of spark plugs and air filters. The biotower odor control misting system was repaired following a failed nozzle and returned to service.

The Mixed Liquor Suspended Solids inventory averaged 793 mg/l, which aligned with the target Mean Cell Residence Time of 2.8 days. The sludge volume index (SVI), which measures the secondary sludge settleability, averaged 106 mL/g, below the Agency's KPI of 175 mL/g.

Graph #4 shows the TSS, a good indicator of effluent quality. The TSS monthly average was 8.2 mg/l, which is 54.6% of the Agency's KPI of 15 mg/l and 27.3% of the permit's monthly average limit of 30 mg/l.

### **IV. Maintenance Activities**

In March, the cogeneration system produced a net total of 113% of the Agency's power demand, exporting more electricity than the facility required. MCE supplied small power imports during hours when cogeneration power production did not meet facility demand (Graph #8). Maintenance staff supported a contractor with the H<sub>2</sub>S Scrubber Vessel No. 1 media changeout after the discharge emissions exceeded its key performance indicator. Spent media was removed, replaced with new media, and the vessel was returned to service. A failed Organic Waste Receiving Facility paddle finisher feed pump hose and contaminated lubricant were replaced. Staff are evaluating an upgrade of the current 3-inch to a 4-inch hose pump to improve hose service life. During preventative maintenance testing, the sump pump at the South Francisco junction vault failed; it was replaced and an additional check valve was installed to improve reliability. Broken support braces on a Secondary Clarifier No. 1 sludge collector were repaired and reinforced. Check valves on all three pumps at the SQRC Pump Station were showing signs of failure and were replaced. The Jenbacher cogeneration engine experienced a fault due to a dirty magnetic pickup sensor, which was cleaned and returned to service. Oil filters were also replaced as part of scheduled maintenance. Instrumentation work in March included calibration of the headworks oxygen monitoring sensor and repair of the visual alarm beacon for safety. Additional maintenance work included repair of a failed digester ferric feed line, replacement of the polymer room floor drain piping, installation of new primary effluent deck grating, replacement of a failed exhaust fan motor in the solids building file storage room, completion of quarterly Organic Waste Receiving Facility maintenance, and routine preventative maintenance throughout the facility.

#### **Attachment:**

- March 2026 NPDES Permit Compliance, Treatment Process, and Maintenance Activities Report.

# NPDES Permit Compliance, Treatment Process, and Maintenance Activities Report

March 2026

Completion of three new pump check valves at the SQRC Pump Station.





**Monthly Compliance Summary Table**  
**Central Marin Sanitation Agency**  
**March, 2026**  
**Final Effluent Monitoring**

Parameter	Limit Type	NPDES Monitoring Frequency	CMSA Monitoring Frequency	Results	Units	Limit
Carbonaceous Biochemical Oxygen Demand (cBOD)	Weekly Maximum Average	1/Week	3/Week	9.8	mg/L	Maximum 40
	Monthly Average	1/Week	3/Week	8.7	mg/L	Maximum 25
cBOD Removal	Monthly Average	1/Week	3/Week	95	%	Minimum 85
Total Suspended Solids (TSS)	Weekly Maximum Average	2/Week	3/Week	10.0	mg/L	Maximum 45
	Monthly Average	2/Week	3/Week	8.2	mg/L	Maximum 30
TSS Removal	Monthly Average	2/Week	3/Week	94	%	Minimum 85
Chlorine Residual	Hourly Maximum	Continuous	Continuous	ND	mg/L	Maximum 0.56
Ammonia	Monthly Average	2/Month	1/Week	34.9	mg/L	Maximum 60
	Daily Maximum	2/Month	1/Week	41.7	mg/L	Maximum 120
pH	Instantaneous	Continuous	Continuous	6.7	SU	Minimum 6
	Instantaneous	Continuous	Continuous	7.6	SU	Maximum 9
<b>Bacteriological Analysis</b>						
Enterococcus	6-Week Geomean	2/Week	3/Week	6.7	MPN/100mL	Maximum 255
	10% Maximum	2/Week	3/Week	18.7	MPN/100mL	Maximum 1,055
<b>Metals Analysis</b>						
Copper	Daily Maximum	Monthly	Monthly	13.0	ug/L	Maximum 84
	Monthly Average	Monthly	Monthly	13.0	ug/L	Maximum 48
Cyanide	Daily Maximum	Monthly	Monthly	J1.6	ug/L	Maximum 37
	Monthly Average	Monthly	Monthly	J1.6	ug/L	Maximum 21
<b>Semiannual and Quarterly Analysis</b>						
Mercury	Weekly Average	Quarterly	Quarterly	0.0052	ug/L	Maximum 0.072
	Monthly Average	Quarterly	Quarterly	0.0052	ug/L	Maximum 0.066
	Annual Load	Quarterly	Quarterly	0.014	kg/yr	Maximum 0.11
Chronic Toxicity (EFF-002)	Pass/Fail	Semiannual	Semiannual	*	Pass/Fail	Pass Minimum
	Effect	Semiannual	Semiannual	*	%	50% Maximum
Chronic Toxicity (SUR-001)	Pass/Fail	Semiannual	Semiannual	*	Pass/Fail	Pass Minimum
	Effect	Semiannual	Semiannual	*	%	50% Maximum
<b>Permit Analysis</b>						
Dioxin - TEQ Sum	Daily Maximum	1/Permit	1/Permit	*	ug/L	Maximum 2.8E-08
	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 our 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

March 2026

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

### PRIMARY CLARIFIER PERFORMANCE

Total Suspended Solids (TSS) in:	444.6	mg/l	<i>Expected removal efficiencies as outlined in Metcalf &amp; Eddy Wastewater Engineering Manual.</i>
TSS out:	72.1	mg/l	
Percent Removal Achieved:	83.8	%	<b>Design 50-70% Removal</b>
Total Biochemical Oxygen Demand (BOD) in:	254.9	mg/l	
BOD out:	155.8	mg/l	
Percent Removal Achieved:	38.9		<b>Design 25-40% Removal</b>
Plant Influent Flows:	11.08	MGD	

### SECONDARY SYSTEM PERFORMANCE

#### AERATION TANKS/ACTIVATED SLUDGE

Dissolved Oxygen set point:	2.3	mg/l
MLSS:	793	mg/l
MCRT:	2.8	Days
SVI:	106	

#### SECONDARY CLARIFIERS

WAS concentration:	6,527	mg/l
TSS out:	9.9	mg/l
Secondary System TSS Removal	86.3	%

#### FINAL EFFLUENT

Effluent TSS for the month:	8.2	mg/l	(Maximum Limit: 30mg/l)
Week #1 weekly average	10.0	mg/l	(Maximum Limit: 45mg/l)
Week #2 weekly average	6.8	mg/l	"
Week #3 weekly average	7.0	mg/l	"
Week #4 weekly average	9.0	mg/l	"
Monthly average TSS removal efficiency through the plant:	94.0	%	(Minimum Limit: 85%)

Effluent CBOD:	8.7	mg/l	(Maximum Limit: 25mg/l)
Week #1 weekly average	8.0	mg/l	(Maximum Limit: 40mg/l)
Week #2 weekly average	9.8	mg/l	"
Week #3 weekly average	8.3	mg/l	"
Week #4 weekly average	8.7	mg/l	"
Monthly average CBOD removal efficiency through the plant:	95.0	%	(Minimum Limit: 85%)

Disinfection Dosing Rate:	2.5	mg/l	monthly average
Ammonia Monthly Average:	34.9	mg/l	(Maximum 60)
Enterococcus six-week Geometric Mean:	6.7	MPN	(Maximum 255)
Enterococcus 10% Maximum:	18.7	MPN	(Maximum 1,055 MPN)
Effluent pH for the month:	Min	6.7	(Min 6.0)
	Max	7.6	(Max 9.0)

#### DIGESTER TREATMENT

Thickened Waste Concentration from the RDT:	6.37	%
Volatile Solids destroyed:	85.9	%
Cubic feet of biogas produced:	9,491,320 (Total)	306,172 (Daily Average)
Temperature of the digesters:	101.8	degrees Fahrenheit

**EXECUTIVE SUMMARY PROCESS PERFORMANCE DATA**  
**March 2026**

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

**DEWATERING**

Centrifuge feed concentration:	2.8	%
Biosolids concentration:	25.4	%
TSS of the centrate:	195	mg/l
Centrifuge solids capture:	99.38	%
Polymer use per dry ton of biosolids:	16.62	#/dry ton
Polymer feed rate per run:	3.56	gpm
Concentration of the polymer batches:	0.328	%
Sludge feed rate per run:	51.2	gpm

**Comments:**

The treatment plant performed well, and all online equipment operated without incident.

**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 0-10 MGD.

**Graph #3:**

*Depicts the enterococcus most probable number (MPN) results which are an indication of the performance of the disinfection system.*

The 6-week geometric mean of 6.7 MPN remained 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 8.2 mg/l, below our KPI of 15 mg/l and NPDES permit monthly average limit of 30 mg/l. The effluent TSS 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 8.7 mg/l, below our NPDES limits of 40 mg/l weekly and 25 mg/l for the month.

**Graph #6:**

*Depicts the degree to which the biosolids have been dewatered.*

Our biosolids % concentration met or exceeded our KPI of 25% for most of the month. Five days fell below the KPI, the lowest of which was 24.5% due to maintenance being completed on the centrifuges bowl and scroll sensors. The average of 25.4% for the month remained above Agency KPI.

**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 averaged 306,172 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. The Agency exported 91,209 kWh in March.*

## Glossary of Terms Process Performance Data Sheet

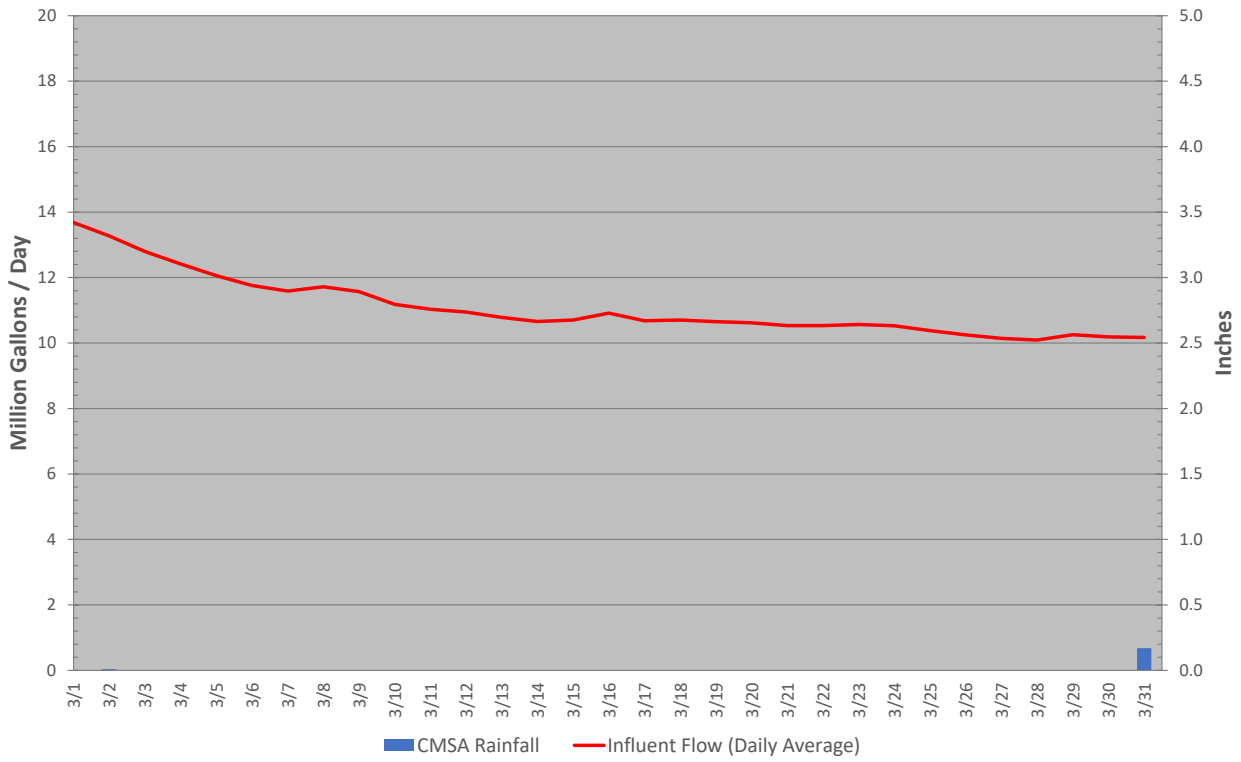
- **Aeration Tanks:** A biological process that takes place after the biotowers, where biomass (microorganisms) is mixed with the wastewater to feed on dissolved and suspended organic material. High speed blowers are used to provide compressed air to mix the tank contents.
- **Anaerobic Digesters:** 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.

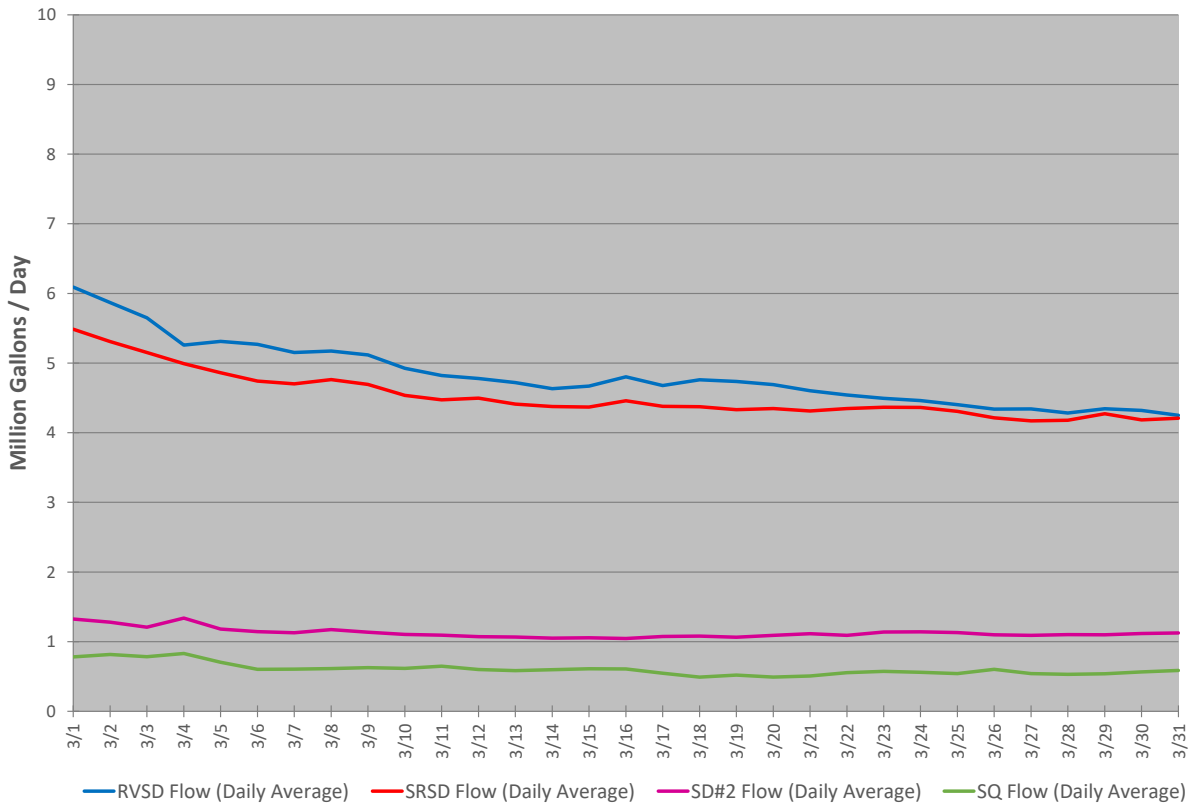
### Units of Measurement

- 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.

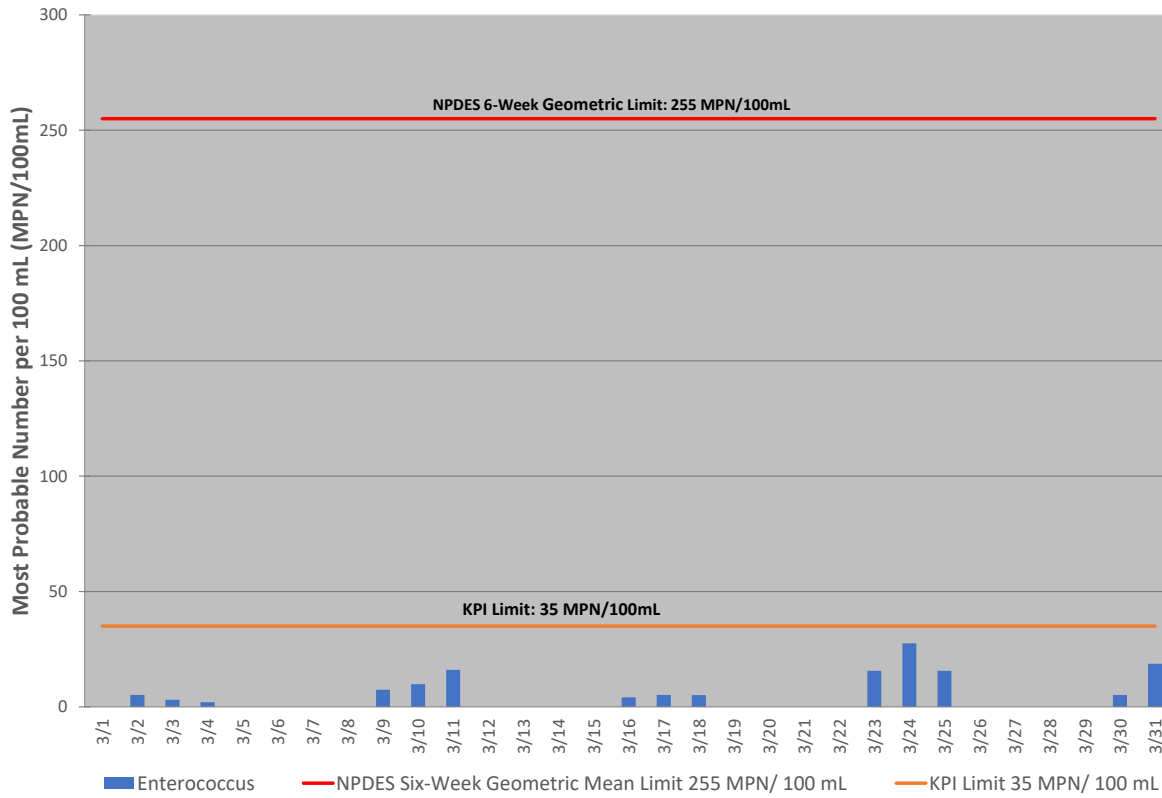
**Graph #1: CMSA Influent Flow and Rainfall**



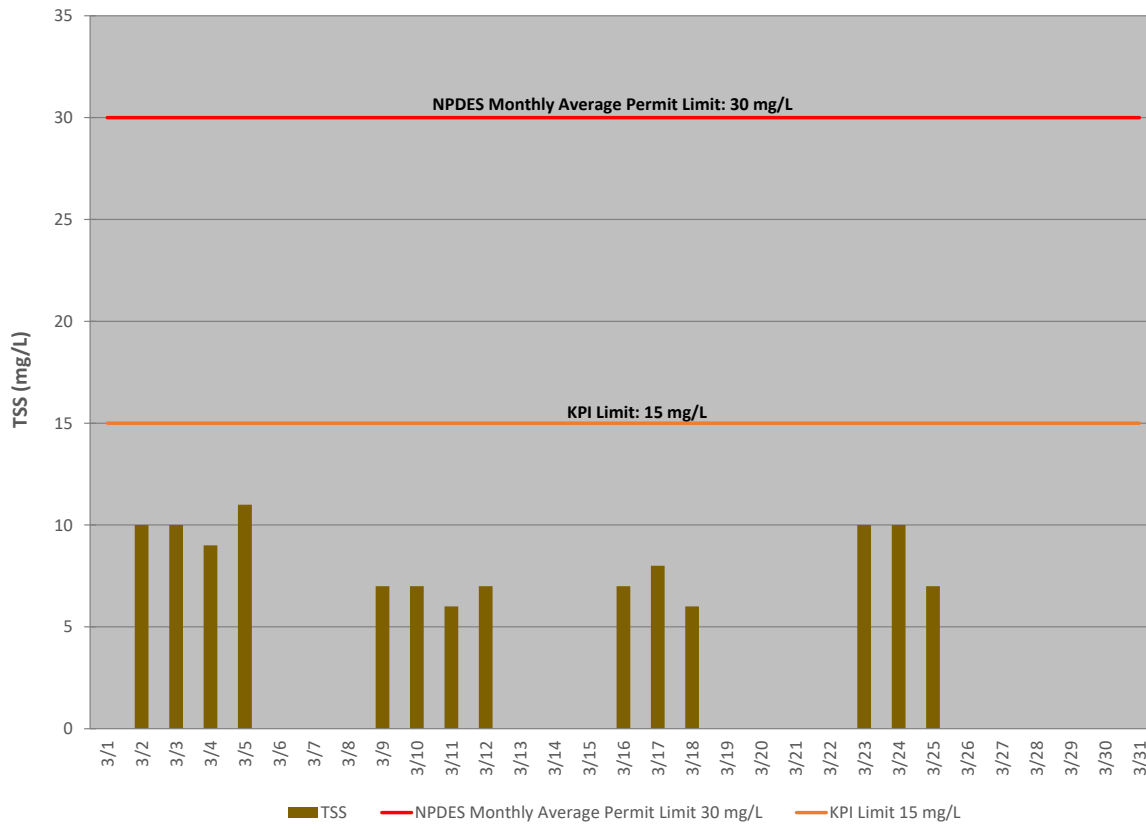
**Graph #2: Collection System Influent Flows**



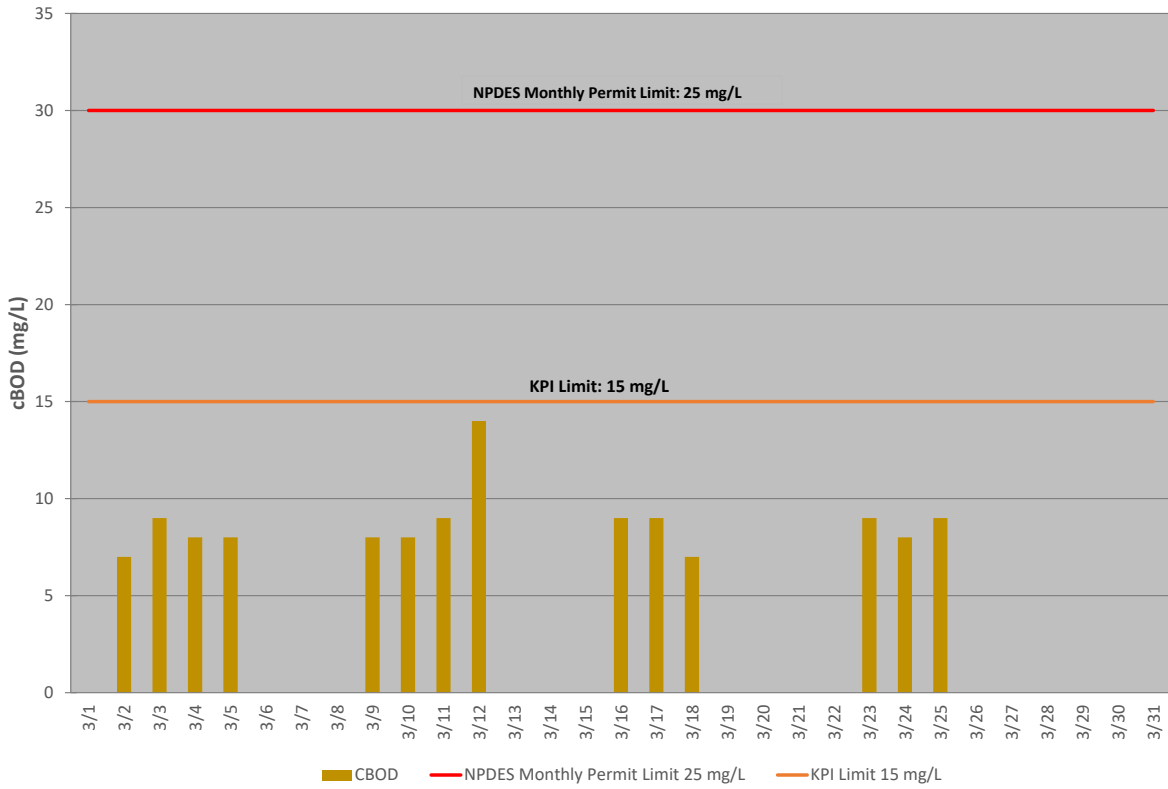
**Graph #3: Enterococcus**



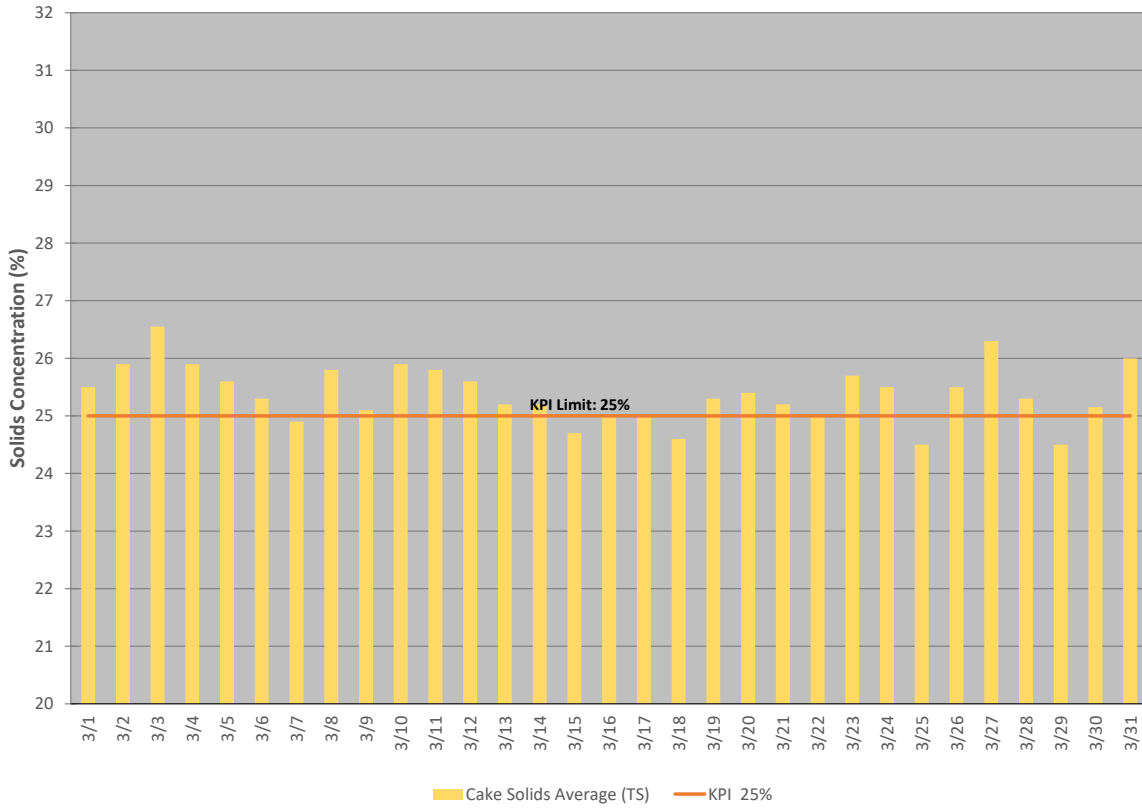
**Graph #4: Final Effluent Total Suspended Solids**



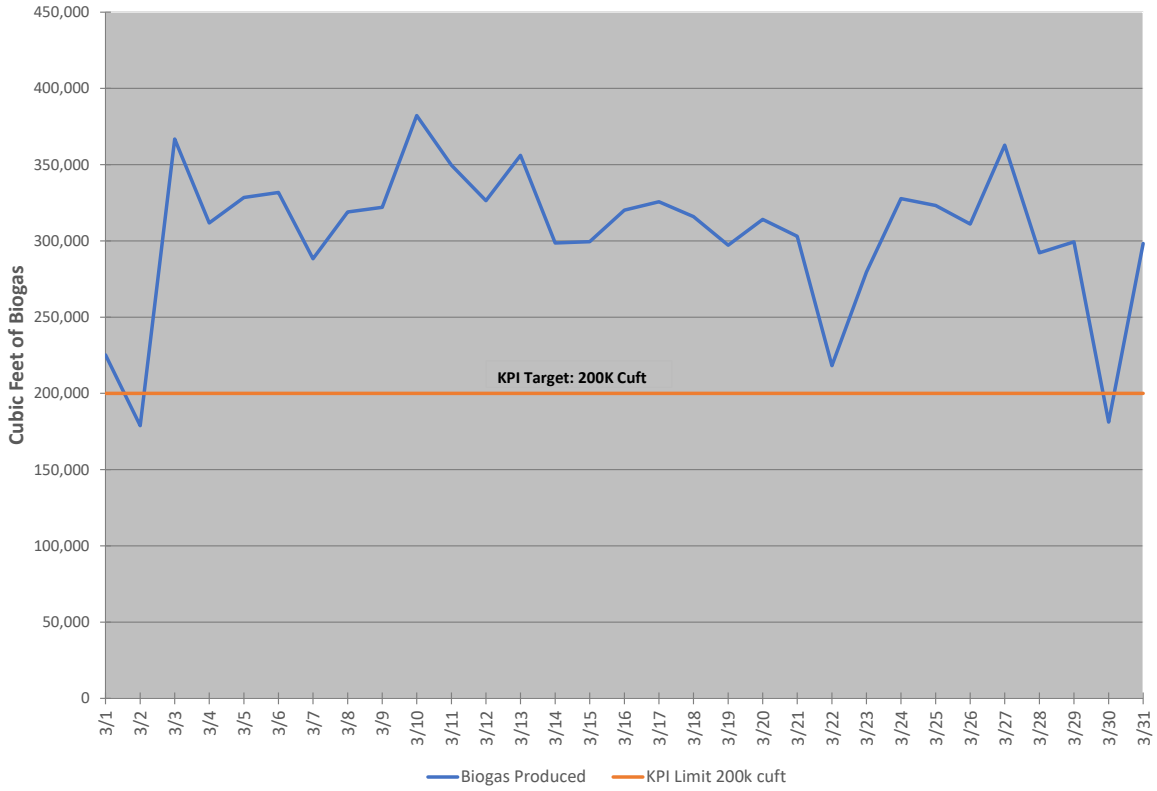
**Graph #5: Carbonaceous Biochemical Oxygen Demand (cBOD)**



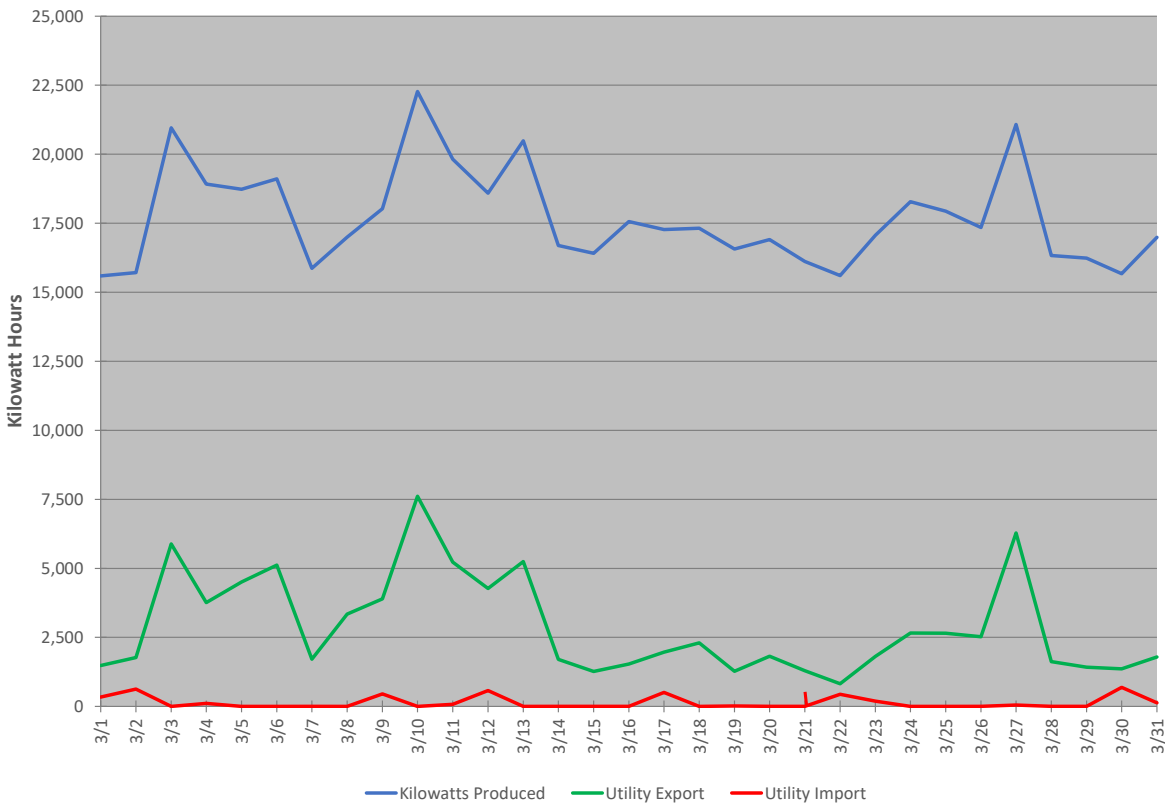
**Graph #6: Biosolids Solids Concentration**



**Graph #7: Biogas Production**



**Graph #8: Power Distribution**





**BOARD MEMORANDUM**

April 9, 2026

To: CMSA Commissioners and Alternates

From: Jason Dow, General Manager

**Subject: Performance Metric Report – March 2026**

**Recommendation:** Accept the March 2026 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 all our metric goals/targets. Noteworthy metrics or variances are described below.

Table I – Treatment/Process Metrics

Treatment facilities are in dry weather operating mode and effluent quality continues to be very good. The Total Inorganic Nitrogen (Item 6) is listed as N/A because the permitting period begins in May.

Table II – Employee Metrics

Internal training over the past month for various employees included Forklift, Ladder Use, Fire Extinguisher Use, CPR/First Aid Safety training, and a few employees finished the Diversity Inclusion in the Workplace training. Operations staff attended the Tyler ESS timecard training provided by the Administrative Services Manager; Operations will transition from preparing timesheets in the Nexgen Asset Management system to the Tyler Incode Financial system software.

Agency managers attended virtual SB827 Fiscal and Financial Training for Public Agency Officials provided by Best, Best and Krieger. The Administrative Services Manager attended the Wastewater Leadership Center at the University of North Carolina at Chapel Hill – a WEF, NACWA, AWWA sponsored 2-week executive education program. The Assistant Operations Supervisor attended the monthly Marin Sonoma Leadership Academy.

Table III – Public Outreach

One odor notification was posted to the Agency website, and there were no public odor complaints. The notification was for draining two chlorine contact tanks. Odor mitigation systems were in place during the tank draining work.

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	Event	Attendees
3/7	North Bay Science Discovery Day held at Sonoma Fairgrounds	500
3/21	Mill Valley Spring Fair held at Mill Valley Community Center	400

School Events – Juggler Show Presentations and Classroom Events

Rock Steady Juggling provides elementary school outreach presentations, and there were three presentations in March.

Date	School	Attendees
3/4	Wade Thomas Elementary in San Anselmo	360
3/6	Old Mill School in Mill Valley (2 shows)	328
3/13	The Cove School in Corte Madera	250

CMSA Tours

Date	Group	Attendees
3/16	Marin Catholic High School students	7

Table IV – Environmental and Regulatory Compliance Metrics

There were no final effluent or air permit exceedances during the month. Process Control Analyses (Item 3) exceeded its range due to increased digester pH analysis frequency per the Process Control Team direction, and baseline organic loading analyses for Rio Dog liquid food waste deliveries. FOG Program Inspections also exceeded its range to meet source control contract inspection targets.

**Attachment:**

- March 2026 Performance Metric Report

TABLE I - TREATMENT/PROCESS METRICS

Metric	Definition	Measurement	Range/Target/Goal
<b>1) Wastewater Treated</b>	Volume of wastewater influent treated in million gallons (Mg); <i>Year to date in billion gallons (Bg)</i>	343.39 Mg, 1.37 Bg	165 – 820 Mg/month
<b>2) Recycled Water Use</b>	Volume of recycled water produced and used on-site, in million gallons (Mg) Volume delivered at the truck fill station, in thousand gallons (Kg)	33.3 Mg 14.4 Kg	25 - 40 Mg variable
<b>3) Biosolids Reuse</b>	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)	280.0 wt 0.0 wt 210.0 wt	360 – 665 wt
<b>4) Conventional Pollutant Removal</b>	Removal of the conventional NPDES pollutants. a. tons of Total Suspended Solids (TSS) removed; % TSS removal b. tons of Biological Oxygen Demand (BOD) removed; % BOD removal	197.4 tons; 94% 230.1 tons; 95%	> 85% > 85%
<b>5) Priority Pollutants Removal</b>	Diversion of priority NPDES metals from discharge to the San Francisco Bay: a. % Mercury, for current quarter b. % Copper	95% 62%	88 – 99% 75 – 90%
<b>6) Total Inorganic Nitrogen</b>	Total Inorganic Nitrogen in final effluent (Permitted May – September) a. % of permit season total limit b. May – September (rolling permit season average)	N/A N/A	<100% <1300 kg
<b>7) Biogas Production</b>	Biogas generated in our anaerobic digesters, in million cubic feet (Mft <sup>3</sup> ) Natural gas equivalent of the biogas, in million cubic feet (Mft <sup>3</sup> ) Average biogas production per day, in thousands of cubic ft (Kft <sup>3</sup> )	9.49 Mft <sup>3</sup> 6.07 Mft <sup>3</sup> 306 Kft <sup>3</sup>	7.0 - 10.5 Mft <sup>3</sup> 4.5 - 6.7 Mft <sup>3</sup> 200 - 375 Kft <sup>3</sup>
<b>8) Power Produced</b>	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, % Cogeneration system uptime, <i>in hours; % time during month</i> Biogas value (natural gas cost equivalent).	550,287 kWh  91,209 kWh 697.3 hrs; 94% 113% 742.12 hrs; 99.8% \$37,342	425,000 -740,000 kWh  60,000 – 175,000 kWh 600 hrs; 80% 80 - 150% 650 hrs; 87% \$30,000 - \$60,000
<b>9) Efficiency</b>	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)	\$3,218/Mg  1,614 kWh/Mg	\$2,500 - \$5,400/Mg (wet - dry) 670 - 2,400 kWh/Mg

## CMSA CY26 PERFORMANCE METRICS – March 2026

**Table II – EMPLOYEE METRICS**

Metric	Definition	Measurement	Target/Goal
<b>1) Employee Training</b>	Hours of internal training – safety, virtual, project, vendor, etc. Hours of external training – employment law, technical, regulatory, etc.	Internal = 154 hrs External = 132 hrs	variable
<b>2) Work Orders</b>	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);	1,010.0 hrs 711.75 hrs (97.7%) 16.5 hrs (1.0%) 1.38	800 - 1,100 hrs ≥ 70% total CM hrs ≤ 30% total hours ≥ 0.45
<b>3) Overtime Worked</b>	Monthly hours of overtime worked; <i>Year to date hours of overtime</i> % of regular hours worked; % <i>Year to date</i>	130.3 hrs; (468.7hrs) 1.7%; (2.12%)	< 5%
<b>4) Internship Program</b>	Number of high school and college student interns work hours; <i>Year to date hours</i>	0 hrs; (294.0 hrs)	Variable

**Table III- PUBLIC OUTREACH**

Metric	Definition	Measurement	Target/Goal
<b>1) Public Education Events</b>	Attendance at public education outreach events; # of booth visitors; <i>(YTD)</i>	900; (900)	3,000/year
<b>2) School Events</b>	Participation or sponsorship in school outreach events; attendees; <i>(YTD)</i>	938; (1,495)	variable
<b>3) Agency Tours</b>	Tours given to students and the public; # of people, <i>(YTD)</i>	7; (156)	variable
<b>4) Odor Notifications</b>	Number of odor alerts posted to the Agency website	1	1-10
<b>5) Odor Complaints</b>	Number of odor complaints received from the public	0	0

## CMSA CY26 PERFORMANCE METRICS – March 2026

**Table IV - ENVIRONMENTAL AND REGULATORY COMPLIANCE METRICS**

Metric	Definition	Measurement	Range/Target/Goal
<b>1) Permit Exceedances</b>	# of NPDES permit exceedances # of BAAQMD permit exceedances	0 0	0 0
<b>2) Regulatory Analyses</b>	# of analyses by the CMSA laboratory for NPDES, stormwater, and biosolids regulatory compliance monitoring and reporting.	290	200-500
<b>3) Process Control Analyses</b>	# of analyses by the CMSA laboratory for process control monitoring and studies.	1007	400-900
<b>4) Contract Laboratory Analyses</b>	# of analyses by contract laboratories for regulatory compliance reporting, studies, and source control program monitoring.	43	25-150
<b>5) Quality Control Testing</b>	# of CMSA performed laboratory analyses for QA/QC purposes.	1133	500-1,500
<b>6) Water Quality Sample Analyses</b>	# of ammonia, total and fecal coliform, enterococcus, and/or sulfide analyses performed for the CMSA member agencies, and occasionally source control monitoring analyses.	99	50-500
<b>7) Source Control Inspections</b>	Inspections of industrial and commercial businesses in the Agency's and LGVSD's source control programs and Novato Sanitary District's Mercury Reduction Program – 187 businesses and 95 dental offices.	32	10-30
<b>8) FOG Program Inspections</b>	Inspections of food service establishments (FSEs) in the Almonte, TCSD, SD2, RVSD, SRSD, and LGVSD service areas – approx. 346 FSEs are regulated.	78	30 – 50
<b>9) Permits Issued/Renewed</b>	Permits issued for the source control programs – pretreatment, pollution prevention, food service establishments, and ground water discharge.	19	variable





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**BOARD MEMORANDUM**

April 9, 2026

**To:** Board of Commissioners

**From:** Corey Spray, Administrative Services Manager  
Jason Dow, General Manager

**Subject:** **Deferred Compensation Committee Charter & Policies**

**Recommendation:** Approve of Deferred Compensation Administrative Committee Charter, and the Deferred Compensation Plan Investment and Education Policies.

**Discussion:** The Board reviewed the draft Deferred Compensation Administrative Committee (DCAC) Charter and the Deferred Compensation Plan Investment Policy and Education Policy documents at the March 10, 2026, Board meeting. At that meeting, the Board discussed with Agency staff the history of the Agency’s deferred compensation plans, the associated fiduciary liability on the Agency for providing these plan benefits, and how staff was addressing this liability risk by forming the DCAC. The Board discussed the details of the three documents, and requested Agency Legal Counsel, Brandon Halter, review and potentially revise the Hold Harmless and Indemnification section of the draft Charter. Mr. Halter suggested removing the Hold Harmless and Indemnification section, which has been done, in the attached final draft Charter.

If the Board approves the final versions of these governing documents, staff will perform the following tasks:

- 1) Form the DCAC by requesting volunteers among Agency staff and begin holding the required quarterly meetings.
- 2) Perform a Request-for-Proposal process for an accredited Retirement Consultant to assist the DCAC in making informed decisions in managing the plan arrangements.
- 3) Engage Alliant Insurance with procuring a fiduciary liability insurance policy.
- 4) Prepare the required financial disclosures for the Agency’s Board, management team, and overall employees to fulfill their obligations under the governing documents, i.e., annual financial statements, summary plan descriptions, fee disclosures, etc.

Staff will include in the FY27 Budget Adjustments anticipated costs for hiring a Retirement Consultant and procuring fiduciary liability insurance.

**Attachments:**

- 1) DCAC Charter
- 2) Investment Policy
- 3) Education Policy



**Central Marin Sanitation Agency**  
**Deferred Compensation Administrative Committee Charter**  
Adoption Date: **4/14/2026**



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**Purpose:**

The Agency provides to its employees deferred compensation plan arrangements to help with their retirement needs. The accumulated fund balance saved by each employee can represent a major source of supplementary income that can be withdrawn when an employee retires from the Agency. The arrangements provided are a deferred compensation 457(b) plan, a money purchase 401(a) retirement plan, and a retiree health reimbursement arrangement (HRA or MARA) plan.

The Agency, as such, set up the Deferred Compensation Administrative Committee (Committee) to oversee and provide guidance to the Plan Administrator for the day-to-day operation of the deferred compensation plan arrangements (the Plan). The Committee is comprised of Agency employees that will propose changes, as needed, to the General Manager and/or Board of Commissioners for approval on increasing efficiency and effectiveness in the administration of the Plan.

**Summary of Key Terms:**

*Custodian:* The designated independent custodian holding the employees' retirement account assets. For example, a trust company or department within a financial institution.

*Deferred Compensation 457(b) Plan:* A retirement savings plan where employees can contribute funds either on a pre- (traditional) or post-tax (Roth) basis. Contributions are made by employees through a payroll deduction on their paycheck. Contributed funds can then be invested to earn a rate of return, which can later be withdrawn upon retirement to supplement an employee's retirement income. Contributions to this plan type are elective and can be updated at any time at the employee's discretion.

*Fiduciary:* A person who owes a duty of care and trust to another and must act primarily for the benefit of the other in a particular activity, such as investment selection and valuation, contribution and distribution handling, regulatory compliance, providing educational resources, etc.

*Money Purchase 401(a) Retirement Plan:* A retirement savings plan where employees can contribute funds on a pre-tax basis. Contributions are made by employees through a payroll deduction on their paycheck. Contributed funds can then be invested to earn a rate of return, which can later be withdrawn upon retirement to supplement an employee's retirement income. Contributions to this plan type are elective, but the decision to enroll must be made within 30 days of initial hire. Contributions subsequent to the initial 30 days cannot be changed thereafter.

*Plan Administrator:* The employer, i.e., Agency, administering the deferred compensation plan arrangements. Administration can include employee enrollments, updating employee payroll deductions, submitting employee contributions, approving employee distributions in retirement, selecting which investment options are available, and updating the plan's service options.

*Plan Document:* The governing agreement for how the Plan is to be administered by the Plan Administrator. It includes provisions about contributions, distributions, reporting, etc. This Document is typically summarized as a *Summary Plan Description* for Plan Participant review.

*Plan Participants:* The employees within the Agency.

*Plan Sponsor:* The employer, i.e., Agency, offering the deferred compensation plan arrangements.

*Retiree Health Reimbursement Arrangement (HRA) Plan:* A retirement savings plan where the employer contributes funds to provide tax-free benefits for medical expenses. Contributions are made by the employer every pay period following *Personnel Policy #306 – Summary of Agency-Sponsored Benefits*. Contributed funds are invested to earn a rate of return, which can later be withdrawn upon retirement to pay for health insurance premiums, medical office visits, and prescription drugs. Unused funds can be rolled over into future years.

*Roth Designated Account (Roth):* An option available through the Deferred Compensation 457(b) Plan whereby an employee can contribute funds on a post-tax basis. Contributed funds are invested within the same suite of investments available within the Deferred Compensation 457(b) Plan, but can be withdrawn in retirement with no tax consequence. Funds contributed on a pre-tax basis are counted as taxable income.

*Third-Party Administrator (TPA):* The third-party plan provider, i.e., Nationwide Retirement Solutions or MissionSquare Retirement. The TPA serves as both the recordkeeper and broker in the deferred compensation plan arrangement. The recordkeeping services include tracking the investment performance and providing periodic account statements to Plan Participants. The brokerage services include clearing investment security trades for Plan Participant retirement accounts.

### **Scope of Committee Activities:**

The Committee shall be responsible for the following activities:

- 1) Establishing internal administrative procedures
- 2) Participant Education
- 3) Providing Plan oversight
- 4) Reviewing investment performance
- 5) Developing informative reports to be used by the Board and General Manager

Additional details on each of these activities are described below:

- 1) *Administrative procedures:* The Committee shall review the *Summary Plan Description* periodically to understand and recommend potential Plan Amendments. Plan rules may change over time, of which may allow for enhancement to the Plans. The Committee is responsible for reviewing the *Summary Plan Description* and understanding the incoming changes, and if possible, recommend that the change be included as a Plan Amendment or not allow based on what would be for the betterment of the employees.
- 2) *Participant Education:* The Committee shall provide direction to the Plan Administrator and TPA, as applicable, on activities, literature, events, and other unique and engaging ways to educate

Plan Participants of the benefits and services of the Plan with a goal of increasing enrollment and Plan Participant investment in the Plan. The Committee shall periodically review education and outreach efforts to assess Plan enrollment. See the Plan's Education Policy.

- 3) *Plan Oversight*: The Committee shall oversee the activities of the Plan's TPA and work to obtain appropriate Plan design for Plan Participants of like size. Other than providing educational opportunities (as described previously), this also includes updating current Plan offerings, such as appropriate selection of Plan investment fund offerings and adequate review of TPA services. This additional oversight is to be completed following an overarching principle of ensuring an Efficient Plan Menu Design (see below for definition). The Committee will seek advice from an Retirement Consultant in making these determinations.
- 4) *Investment Performance*: The Committee shall monitor and assess the quarterly, annual, and inception-to-date investment performance of the Plan in accordance with the Plan's Investment Policy Statement and select and revise the investment design features of the Plan as necessary. Design features may include the number of and types of investment alternatives available to Plan Participants. Monitoring shall involve benchmarking fund investment results to that of like funds to ascertain the strength of relative performance amongst comparables in the market in that timeframe. Given the complexity involved, the Committee will engage services of a qualified and reputable Retirement Consultant to assist with this process.
- 5) *Annual Report*: The Committee shall submit an Annual Report to the Plan Sponsor's Executive Team and the Board of Commissioners which will include the Plan's financial statements and statistical data such as numbers of participants, average fund balances and average net investment rate of returns, as well as evaluation of the performance by the TPA. The report will also describe activities of the Committee and, if applicable, provide recommendations for change to the Plan Document. The analysis of investment performance for the fiscal year ended, including inception-to-date results, shall be included in the Annual Report.

#### **Efficient Plan Menu Design:**

A core goal to assist the Committee to successfully fulfill its duty and improve Plan Participant outcomes is that the Committee shall strive to maintain an Efficient Plan Menu Design. In so doing, redundant and/or excessive fund options and/or TPAs may be eliminated in favor of better performing similar alternatives to maintain a sound Plan investment lineup. This includes performing a competitive review of the TPA every five years to ensure administrative fees are comparable to the market.

The Plan Sponsor will manage no more than two active TPAs as part of its design. This is to ensure efficiency is maintained for both the Plan Administrator and Participants.

### **Committee Members and Responsibilities:**

The Committee shall be comprised of up to nine (9) members. The members and roles are as follows:

- Committee Chair (1)
- Committee Secretary (1)
- Administration team representative (1)
- Technical Services representatives (2)
- Operations representatives (2)
- Maintenance representatives (2)

*Committee Chair:* The Chair is the Administrative Services Manager, and is responsible for the following duties:

- Attend all meetings and hearings of the Committee.
- Be a non-voting member of the Committee.
- Schedule meetings and prepare the meeting agendas.
- Coordinate Committee activities with the Retirement Consultant and TPA, as applicable.
- Monitor and communicate any legal developments affecting the compliance of the Plan under all applicable state and federal laws and regulations to the Committee Members and Plan Participants.

*Committee Secretary:* The Secretary is to be the Administrative Specialist, and is responsible for the following duties:

- Attend all meetings and hearings of the Committee.
- Be a voting member of the Committee.
- Assist scheduling and send notices/Agenda for the Committee meetings.
- Prepare the meeting minutes and distribute to all Agency staff within ten business days.

*Department Representatives:* Each department's manager selects the allowable number of representatives to attend the Committee meetings. When selecting Department Representatives, preference should be given to candidates who have an interest and are not part of senior management. Each member selected shall have the ability to vote on Committee decisions.

All Committee Members are expected to decide on decisions and actions of the Plan solely in the interest of the Plan Participants and beneficiaries. Such standard of care includes provisions for:

- 1) Voting decisions being made with care, skill and prudence.
- 2) Voting decisions being made in accordance with the Plan's provisions and under all applicable state and federal law and regulations.

### **Committee Membership Term:**

With the exception of the appointed Committee Chair and Secretary, each Department Representative Committee Member serves a minimum of a one-year term. Department Representatives may serve continuously at the discretion of the Department Manager. Should a Department Representative resign, separate employment, or transfer to another department during the term, the Committee Chair will notify the Department Manager to select a replacement member to serve the remaining duration of the incumbent's term.

### **Committee Meetings:**

Committee meetings are to be held on a quarterly basis ideally in February, May, August and November. This schedule allows for sufficient time for completion of financial reports for the fiscal quarters ending March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup>, and December 31<sup>st</sup> for presentation to the Committee. Exact dates will be determined based on availability of scheduling with a preference on Wednesdays.

A quorum is achieved when at least five (5) of the Committee Members are present.

The Committee Chair shall prepare and distribute to the Committee Members and all staff an agenda for each Committee meeting. The agenda shall contain a list of specific matters to discuss, consider, and decide at the meeting. The Committee shall only discuss, consider, or make decisions on matters related to those listed on the agenda. Items that require a Committee Member decision is a recommendation that is to be brought to the General Manager and/or Board of Commissioners as applicable. The Committee Chair will make every effort to have the agenda and meeting materials completed and distributed to the Committee Members at least three (3) business days before each meeting. Committee Members may request items for future agendas, with majority vote.

### **Voting Required for Action:**

The Committee shall act in accordance with the Plan when a majority vote of all Committee Members or Committee Quorum occurs. A majority vote of all voting-eligible Committee members shall occur when at least fifty-percent (50%) plus one (1) of the members present vote in consensus. All voting by the Committee Members shall be by “ayes” and “noes”, and shall be entered by the Committee Secretary in the meeting minutes. Upon request of any member of the Committee, a roll call vote shall be taken on any matter upon which a vote is called, and shall be recorded by the Secretary in the meeting minutes. All Committee Members are expected to decide or vote on any matter in the best interest of the Plan and its Plan Participants.

### **~~Hold Harmless & Indemnification:~~**

~~The Plan Sponsor shall defend, indemnify, and hold harmless the Committee, officers, Board members, Plan Administrator, Trustee, TPA, agents and employees, against any and all liabilities, injuries or damages caused by the intentional or negligent acts, errors or omissions in administering the Plan. The duty to indemnify and hold harmless shall include the duty to defend as set forth in California Civil Code Section 2778.~~

### **Insurance:**

The Plan Sponsor shall carry at its own expense fiduciary liability insurance to indemnify Committee members for breach of fiduciary duty, wrongful acts, and errors or omissions in the minimum amount of **\$2,000,000**.



**Amendment of Charter:**

The Committee may amend the Charter, from time to time, provided that any such change be made in writing and approved at a regularly scheduled meeting of the Committee, and provided to all current members of the Committee. All amendments are then sent to the Board of Commissioners for consideration of approval to make all amendments effective.

**Allocation of Roles:**

Plan Role	Authorized Entity
Plan Participants	CMSA Employees
Plan Sponsor Committee	CMSA Deferred Compensation Administrative Committee
Plan Administrator	CMSA General Manager
Plan Third-Party Administrator	Nationwide Retirement Solutions, Inc. MissionSquare Retirement
Plan Investment Broker-Dealer	Nationwide Securities, LLC MissionSquare Investment Services
Plan Custodian	Nationwide Trust Company, FSB Vantage Trust Company, LLC (MissionSquare Affiliate)
Plan Investment Advisor (of investment mutual funds)	Nationwide Fund Advisors MissionSquare Investment
Plan Investment Advisory Services (for managed accounts)	Nationwide Investment Advisors LLC Guided Pathways Advisory Services (MissionSquare Affiliate)
Plan Sponsor Retirement Consultant	TBD
Plan Sponsor Fiduciary Liability Insurance Provider (Fidelity Bond)	<del>California Sanitation Risk Management Authority (CSRMA)</del> Alliant Insurance Services

**Central Marin Sanitation Agency**  
**Deferred Compensation Plan Investment Policy**  
Adoption Date: **4/14/2026**



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**Purpose:**

The Agency provides to its employees deferred compensation plan arrangements (the Plan) to help with their retirement needs. The Plan is structured such that its design and management is administered by the Agency. The Agency, or Plan Sponsor, therefore is acting as a fiduciary for its employees to participate in this benefit. As a fiduciary, the Agency must act in the best interests of its employees when managing the Plan. Part of doing so entails establishing guidelines for selecting, monitoring and evaluating investment options offered by the Plan in a prudent manner.

Although the provisions of the Employee Retirement Income Security Act of 1974 (ERISA) do not apply to the Plan, the Plan Sponsor intends to operate the Plan generally in conformance with ERISA sections 404(a) to meet its fiduciary obligations required under the State of California Constitution Article XVI §17. This Investment Policy Statement (Policy) is based on established ERISA and state regulatory requirements and industry best practices regarding Plan Sponsor responsibilities on Plan offered investments. This Policy is intended to aid the Plan Sponsor in meeting its fiduciary responsibilities pertaining to the Plan.

**Policy:**

All employees are able to participate in the Agency's Plan for their retirement needs. The Agency, through the Deferred Compensation Administrative Committee (Committee), shall prudently evaluate and provide investment options that are in the best interest of its employees to participate in the Plan.

**Policy Objectives:**

The objectives to meet the Plan Sponsor's Investment Policy are the following:

- Define the Plan's Investment Policy Scope.
- Describe the applicable Plan for which the Investment Policy applies to.
- Define the Plan's investment objectives.
- Define the roles of those responsible for the Plan's investments.
- Describes the criteria and procedures for selecting the investment options.
- Establish investment procedures, measurement standards and monitoring procedures.
- Describes corrective actions the Committee can take for investment options and investment managers that fail to satisfy established objectives.
- Describes the types of educational materials to be provided to Plan Participants.
- Describes ways to comply with fiduciary obligations and applicable laws and regulations.

### **Scope:**

The Policy is specific to the investments allowable within the Plan Sponsor's Plan. This Policy does not cover investments wholly or partly owned by the Agency.

### **The Plan:**

The Agency provides to its employees deferred compensation plan arrangements to help with their retirement needs. The sponsored arrangements are a deferred compensation 457(b) plan, a money purchase 401(a) retirement plan, and a retiree health reimbursement arrangement (HRA) plan. The Plan's intention is to provide participating employees long-term accumulation of savings through contributions to individual participant accounts and the investment earnings therein.

The Plan's participants and beneficiaries are expected to have different investment objectives, time horizons and risk tolerances. To meet these varying investment needs, participants and beneficiaries are able to direct their account balances among a range of investment options to construct diversified portfolios that reasonably span the risk/return spectrum. Participants and beneficiaries alone bear the risk of investment results from the options and their asset allocation.

### **Investment Objectives:**

The Committee shall select the Plan's investment options based on criteria deemed appropriate. The criteria may include, but are not limited to, the following:

- Maximization of return within reasonable and prudent levels of risk.
- Provision of returns comparable to returns for similar investment options.
- Provision of a wide range of investment opportunities in various asset classes and vehicles.
- Minimize administrative and management costs.
- Provision of appropriate diversification within investment vehicles.
- Investment manager's adherence to stated investment objectives and style.

### **Roles and Responsibilities:**

The Board delegates to the Committee authority to administer the Plan. The responsibilities given to the Committee include the following:

- (Subject to the Plan Document,) selecting the custodian(s) and Third-Party Administrator (TPA).
- Recommending the Retirement Consultant to advise the Committee.
- Selecting the investment menu, including the default investment (i.e., Qualified Default Investment Alternative or QDIA) for Plan Participants.
- Establishing and maintaining the Plan's Investment Policy.
- Evaluating the Plan's investment performance.
- Monitoring the Plan service providers and Retirement Consultant.
- Monitoring the Plan's costs, and perform competitive review every five years.
- Providing to Plan Participants investment education and communication materials.



In executing its responsibilities, the Committee shall make decisions solely in the interest of the Plan Participants and beneficiaries, for the exclusive purpose of providing Plan benefits and reducing reasonable administrative costs. All investments selected by the Committee are intended to meet concepts of ERISA sections 404(a) through 404(c) as a best practice.

**Selection of Investment Options:**

Selecting the Plan’s investment options is among the Committee’s most important duties. The Committee is to base its decisions following a set of minimum criteria that provides a diversified set of asset classifications within the various investment options.

The Plan intends to provide an appropriate range of investment options that may span the risk/return spectrum. Further, the Plan’s investment options are intended to allow Plan Participants to construct portfolios consistent with their unique individual circumstances, goals, time horizons and tolerance for risk. Major asset classes to be considered may include, but are not limited to:

Asset Classifications	Description
<b>Cash and Liquid Investments</b>	Mutual funds or types of accounts that maintain a relatively stable value while earning interest. Examples include Money Market Funds, Stable Value Funds, and Guaranteed Interest Accounts.
<b>Fixed Income Investments</b>	Mutual funds that invest specifically in fixed income securities. Such funds can have portfolios of low, medium, and high-quality securities with varying durations, i.e., short (for example 1-year), intermediate (for example 5-year), or long-term (for example 10-year).
<b>Equity Investments</b>	Mutual funds that invest specifically in equity securities, both domestic and foreign. Such funds can have portfolios that include issued securities with small, medium, or large market capitalizations. The investment strategy can be structured as being value, blend, or growth oriented, and can be either actively managed or indexed.
<b>Asset Allocation Investments</b>	Mutual funds that invest in portfolios of securities that diversify across multiple asset classifications. These funds can also invest in other mutual funds, i.e., “fund of funds”, to achieve its diversification objective.
<b>Other Investments</b>	Other appropriate investments offered through commingled trusts or insurance company separate accounts through a group annuity contract.

Out of the available asset classifications, the Committee shall evaluate and choose the desired investment option(s) for the Plan’s investment menu. A core goal of this selection process is to maintain an Efficient Plan Menu design such that a streamlined list of options that is in the best interest of Plan Participants is achieved. Minimum criteria the Committee shall consider are the following:

- The investment manager of the mutual fund shall be a bank, insurance company, trust company, investment management, mutual fund Company or an investment advisor under the Registered Investment Advisors Act of 1940.
- The investment manager of the mutual fund shall operate in good standing with regulators and clients, with no material pending or concluded legal actions against it.
- All relevant quantitative and qualitative information on the mutual fund investment manager and mutual fund shall be made available by the manager and/or vendor.

In addition to the minimum criteria above, all investments under consideration shall be meet the following standards for selection:

- The long-term Investment performance shall be competitive with an appropriate specific benchmark and/or peer group.
- Specific risk and risk-adjusted return measures shall be within a reasonable range relative to the benchmark and peer group.
- The mutual fund investment manager shall demonstrate adherence to its stated investment objective within its prospectus with minimal deviation from it.
- Fees and fee structures shall be competitive compared to similar investments of the Plan.
- The investment manager shall exhibit attractive qualitative characteristics, including, but not limited to, acceptable manager tenure.
- The investment manager shall be able to provide timely performance data.

#### Qualified Default Investment Alternative

The Committee shall evaluate and choose an investment to serve as the default investment for the Plan. The default investment will be the designated investment for dollars contributed to the Plan by participants and the employer for which the Plan has not received investment direction.

The default investment shall be selected to comply with the concepts of ERISA section 404(c)(5) and the regulations promulgated thereunder as a qualified default investment alternative (QDIA). The QDIA shall be the TPA's "Target-Retirement-Dated", or its equivalent fund, offered to meet this best practice. These funds are structured to fit within the "Asset Allocation Investments" classification, and have default time horizons where it meets the Plan Participant's expected date of retirement.

#### Purchase of Individual Fixed Income and Equity Securities

The Committee may also provide investment options where Plan Participants may purchase or sell individual securities, i.e., not having to purchase shares of mutual funds. This additional option is subject to the Plan's ability to offer this service.

#### **Investment Monitoring and Reporting:**

The ongoing monitoring of investments is a regular and disciplined process. Monitoring confirms that the criteria remain satisfied and that an investment option continues to be appropriate. The process of monitoring investment performance relative to specified guidelines shall be consistently applied. Frequent change in investment options is neither expected nor desired.

The Committee, with assistance from the Retirement Consultant, shall consider political, social, economic or other changes at the mutual fund level that may potentially require more frequent review and consideration of investments. The following are some, but not all, triggering event factors that may be considered in ongoing monitoring:

- Current regulatory environment.
- Current state of capital markets.
- Performance of investment alternatives.
- Mutual fund investment manager or team departure.
- Violation of investment guidelines by the mutual fund.
- Material changes in mutual fund firm ownership structure.

If a triggering event occurs, the Committee, with assistance from the Retirement Consultant, shall apply the same selection criteria to review the Plan's investment options. If the assessed score is passing, then the investment option is satisfactory to retain, and no further action is required. If scored below passing, then the Committee shall proceed with steps listed in section "Investment Option Removal".

#### Target-Retirement Dated Funds

Target-Retirement Dated Funds have strategies that allow the funds to grow more conservative over time until a certain retirement date or life expectancy date. This roll down process is commonly referred to as a "glide path". The glide path associated with a set of funds shall be reviewed in the aggregate to validate its appropriateness for the Plan Participants.

#### Short Time History Exception

Investments where no score is applied due to the fund being newly created and therefore has short time history shall be reviewed using a qualitative framework.

#### **Investment Option Removal:**

An investment option may be removed when it is assessed below passing. Typically, this occurs when, but not limited to, any of the following happening:

- The performance is not in line with its stated benchmark or peers.
- The investment mutual fund manager or team departs.
- The investment mutual fund's investment objectives are violated.
- The investment mutual fund is in material litigation.
- The investment mutual fund's ownership is adversely changed.

Unsatisfactory investment options can either be "Watch" or "Poor". Investment options placed on "Watch" can remain as an available option as long as it demonstrates improvement three quarters from when it was placed into this category. The Committee, with assistance from the Retirement Consultant, shall continually assess investment options placed on this category until the period of examination ends. If no improvement, it is to be removed. Investment options assessed as "Poor" are to be removed.

Any decision by the Committee to remove such a fund shall be made on an individual basis, and shall be made based on all the known facts and circumstances.

Considerable judgement shall be exercised in the investment option removal decision-making process. An option shall be removed using one of the following approaches:

- Remove and replace with an alternative investment option.
- Phase out the investment option over a specific time period.
- Remove the investment option and do not provide a replacement.

Replacement of a removed investment option follows the same criteria and process outlined in "Selection of Investment Options".

#### Notification of Investment Option Changes

Any change in investment options, i.e., replacing or removing, must have notifications of these investment option changes be communicated to Plan Participants within 30 to 60 days following the best practice per ERISA Section 404(a)(5).

#### **Monitoring of Service Providers:**

The Plan Sponsor may coordinate offering the Plan using various service providers. The primary service providers the Plan Sponsor coordinates with are:

- TPA for recordkeeping services.
- Custodian to hold the Plan assets.
- Investment brokerage services to process purchase and sell activity.
- Investment mutual fund managers to manage the investment portfolios.
- Retirement Consultant to assist the Committee and/or Plan Participants with retirement advice.

Note, many of these service providers are through the TPA service relationship.

Service providers shall be monitored on a regular basis or more frequently if applicable. Service providers offered through the TPA service relationship may be benchmarked against, but not limited to, industry average and/or other provider quotes. Monitoring for these service providers shall include, but not be limited to, the provider's:

- Investment offerings and services
- Recordkeeping technology and services
- Compliance services and support
- Technology
- Participant access, communications
- Total Plan cost

Retirement Consultant service provider(s) shall be monitored regularly and shall include, but not limited to, the provider's:

- Investment due diligence processes
- Fiduciary guidance and services
- Benchmarking scope and services
- Technology
- Participant level access, communications and advice (if applicable)
- Consultant cost
- Maintenance of appropriate fiduciary accreditation

Monitoring the plan providers ensures total plan costs and services are competitive and reasonable. Review of service providers offered through the TPA shall be performed with assistance from the retirement/investment consultant.

### **Participant Education and Communication:**

The Plan Sponsor shall communicate to Plan Participants that the Plan is structured as being participant driven. This means Plan Participants can direct their own investments. Investment communications materials, educational materials, and enrollment support shall be available either at the Plan Sponsor's Admin office or online to help Plan Participants make educated and informed choices, including:

- Periodic enrollment and investment education, through one or more of the following: on-site meetings, phone conference, web conference, Internet, phone (voice-response and live representatives), and written materials.
- Disclosure of compliance with the concepts of ERISA Section 404(c) as a best practice.
- Summary of Plan Document made available to all participants.
- General information regarding investment risk, inflation, investment earnings, and asset classes.
- Other investment tools, e.g., investment risk profile questionnaire, to assist participants and beneficiaries in making educated and informed investment decisions.
- All additional information required for disclosure by the Internal Revenue Code of 1986, and all other Federal and State statutes and regulations.

All investment education provided by the Plan and/or Committee, and all communications connected thereto, is not intended, nor shall it be construed, as investment advice to Plan Participants.

### **Investment Information and Administrative Support:**

The Committee shall require the retirement/investment consultant and/or TPA to offer the following administrative information and support:

- Daily valuation of all investments.
- Daily access to account information via toll-free number and Internet access; account balances on a daily basis (non-business days and holidays excluded).
- The ability to make investment transfers for both existing and future individual account balances on a daily basis (non-business days and holidays excluded). Certain trading practices may be

limited to comply with market timing, excess trading, liquidity driven and/or related policies and procedures of the service provider and/or specific investment options.

- Plan Participant account investment reports produced no less frequently than annually, with similar information available via the Internet at least quarterly; and
- Quarterly investment performance updates available for Plan Participant review via the Internet.

#### **Coordination with the Plan Document:**

If any term or condition of the Policy conflicts with any section of the Internal Revenue Code or regulations, or any term or condition in the Plan Document, the terms and conditions of the Internal Revenue Code and the Plan Document supersede this Policy.

#### **ERISA Compliance:**

The Plan is exempt from ERISA's provisions because it operates as a governmental deferred compensation plan. However, the Plan Sponsor and the Committee intend for the Plan to comply with the concepts of ERISA Sections 404(a) through 404(c) and the regulations there under as a best practice. Each Plan Participant is provided the opportunity to exercise control and to give instructions over their account with a frequency that is appropriate for each investment option and, finally, to choose from a broad range of investment options. Plan fiduciaries are thus relieved from liability for investment performance directly resulting from investment decisions made by Plan Participants.

The intention to comply with the concepts of ERISA Section 404(c), and the regulations promulgated hereunder, will be communicated to employees in writing.

#### **Review of Policy:**

The Policy shall be reviewed periodically, and, if appropriate, may be amended to reflect changes in the capital markets, plan objectives, or other factors relevant to the Plan.

It is not expected that the Policy will change frequently. In particular, short-term changes in the financial markets should not require amendments to the Policy.

## Appendix A – Glossary

*12b-1 Fees:* Marketing and distribution fees on a mutual fund. These fees are levied by the brokerage firm onto the mutual fund. These fees are included as part of the mutual fund's expense ratio.

*Investment Brokerage:* An investment company or subsidiary that handles securities purchases and sales.

*Deferred Compensation 457(b) Plan:* A retirement savings plan where employees can contribute funds either on a pre- or post-tax basis. Contributions are made by employees through a payroll deduction on their paycheck. Contributed funds can then be invested to earn a rate of return, which can later be withdrawn upon retirement to supplement an employee's retirement income. Contributions to this plan type are elective and can be updated at any time at the employee's discretion.

*Expense Ratio:* Measures how much expenses are incurred by the investment mutual fund. The calculation is the ratio of the total operating expenses and net assets.

*Employee Retirement Income Security Act of 1974 (ERISA):* A federal law that governs the administration of employee benefit plans, including pension and health insurance, in the private sector. It sets the minimum standards for these plans, ensuring that participants and beneficiaries have certain rights and protections. It also imposes fiduciary responsibilities on Plan Administrators and managers. Employee benefit plans that are for governmental agencies are scoped out of the law's provisions.

*Fiduciary:* A person who owes a duty of care and trust to another and must act primarily for the benefit of the other in a particular activity.

*Growth Vs Value:* An aspect of investment style where it considers an investor's preference on a spectrum for which type of investments to transact in depending on the lifecycle of the issuing company. On one end of the spectrum is "growth" where these types of securities relate to more of companies that are start-ups because the issuing company has net earnings that is growing very fast period after period. The expectation is that the value of the security is going to continually appreciate following the issuer's net earnings. On the other end is "value" where these types of securities relate to more established companies that both have consistent net earnings and are perceived to be undervalued relative to the market. The expectation is the value of the security is to going to retrench back to what it is actually worth and pay dividends along the way.

*Information Ratio:* Measures the risk-adjusted returns of a portfolio, typically to a benchmark. The calculation is the ratio of the (portfolio return less the benchmark return) and the standard deviation of the portfolio return less benchmark return. Ratios greater than 0 signify portfolio outperformance.

*Investment Style:* The method and philosophy followed by an investor or money manager in selecting investments for a portfolio. It is based on several factors and typically tends to be based on risk preference, growth vs value orientation, and/or market cap.

*Market Capitalization (Style):* An aspect of investment style where it considers an investor's preference which type of investments to transact in relative to the size of the issuing company. Some companies either (1) issue very little securities and rely more on internal financing, or (2) issue securities that are not widely traded. These types of securities are classified as having a "small market capitalization or small cap". Newly formed companies or companies that are having issues can be classified as small-caps.

Other companies that either (1) issue a lot of securities or (2) issue securities that are widely traded are classified as “larger market capitalization or large caps”. More established companies or very popular newly formed companies can be classified as large-caps. For companies that do not meet either classification are considered to be “medium market capitalizations or mid-caps”.

*Money Purchase 401(a) Retirement Plan:* A retirement savings plan where employees can contribute funds on a pre-tax basis. Contributions are made by employees through a payroll deduction on their paycheck. Contributed funds can then be invested to earn a rate of return, which can later be withdrawn upon retirement to supplement an employee’s retirement income. Contributions to this plan type are elective, but the decision to enroll must be made within 30 days of initial hire. Contributions subsequent to the initial 30 days cannot be changed thereafter.

*Plan Administrator:* The employer, i.e., Agency, administering the deferred compensation plan arrangements. Administration can include employee enrollments, updating employee payroll deductions, submitting employee contributions, approving employee distributions in retirement, selecting which investment options are available, and updating the plan’s service options.

*Plan Document:* The governing agreement between the Plan Sponsor and the Third-Party Administrator (TPA) for how the Plan is to be administered by the Plan Administrator.

*Plan Participant:* The employees within the Agency.

*Plan Sponsor:* The employer, i.e., Agency, offering the deferred compensation plan arrangements.

*R-Squared:* The coefficient of determination where it explains how well a portfolio’s return is explained by the returns of a benchmark. The calculation follows standard statistics with basic regression analysis. Ratios closer to 1 signify the portfolio’s return is closely aligned with the return of a benchmark.

*Sub-Transfer Agency (sub-TA) Fees:* Fees levied by the TPA or recordkeeper for providing participant recordkeeping onto the mutual fund. These fees are included as part of the mutual fund’s expense ratio.

*Retiree Health Reimbursement Arrangement (HRA) Plan:* A retirement savings plan where the employer contributes funds to provide tax-free benefits for medical expenses. Contributions are made by the employer every pay period following applicable Personnel Policy over the *Medical After Retirement Account* (MARA) program specifications. Contributed funds can then be invested to earn a rate of return, which can later be withdrawn upon retirement to pay for health insurance premiums, doctor visits, and prescription drugs. Unused funds can be rolled over into future years.

*Revenue Sharing Fees:* Fees levied onto an offered mutual fund by other subsidiaries within the larger retirement services organization, i.e., TPA. Retirement services organizations can comprise of various subsidiaries for brokerage services, custodial services, recordkeeping services, and investment management services. The investment management unit typically creates mutual fund trust and sells share units of it to investors. The brokerage unit facilitates the sale of the mutual fund share units and charges a 12b-1 fee. The custodian holds the assets, i.e., contributed cash and mutual fund share units. The custodian charges direct fees for their service to the investment manager. The recordkeeper tracks all activities for the Plan Participant and charges a fee to the investment manager for All costs are included as part of the mutual fund’s operating expenses, i.e., expense ratio.

*Risk Preference:* An aspect of investment style where it considers the level of tolerable risk an investor is willing to undertake. Investors can carry risk preferences of either conservative, moderate or aggressive. A conservative preference typically engenders investors wanting consistent returns in relatively low risk securities, i.e., U.S. Treasuries or other high-grade fixed income securities. Aggressive is the opposite side of the spectrum where an investor prefers more riskier assets to obtain higher potential returns, i.e., publicly traded equities. Moderate is a cross between sides of the spectrum.

*Roth Designated Account (Roth):* An option available through the Deferred Compensation 457(b) Plan whereby an employee can contribute funds on a post-tax basis. Contributed funds are invested within the same suite of investments available within the Deferred Compensation 457(b) Plan, but can be withdrawn in retirement with no tax consequence. Funds contributed on a pre-tax basis is counted as taxable income.

*Sharpe Ratio:* Measures how much excess return an investor receives for each unit of total risk undertaken. Excess return typically means the return above the return an investor could earn from a risk-free investment, e.g., U.S. Treasuries. Total risk is the investment's volatility, i.e., how much its price swings up or down. The calculation is the ratio of the (portfolio return less risk-free return) all divided by the portfolio return standard deviation. Ratios greater than 1 signify the investment has better returns relative to the amount of risk taken.

*Third-Party Administrator (TPA):* The third-party plan provider, i.e., Nationwide Retirement Solutions or MissionSquare Retirement. The TPA serves as both the recordkeeper and broker in the deferred compensation plan arrangement. The recordkeeping services include tracking the investment performance and providing periodic account statements to Plan Participants. The brokerage services include clearing investment security trades for Plan Participant retirement accounts.

*Tracking Error:* Measures how well an investment is tracking against a benchmark. The calculation is the standard deviation of the difference in rates of return between a portfolio and a benchmark. Calculations closer to 0 signify average returns match that of the benchmark's average returns.

*Custodian:* The designated independent custodian holding the employees' retirement account assets.

*Upside/Downside Capture Ratio:* Measures how an investment performs in relation to a benchmark. The calculation is the ratio of (positive investment return / positive benchmark return) and (negative investment return / negative benchmark return). Ratios closer to 1 signify the investment's performance closely following a benchmark.



**Central Marin Sanitation Agency**  
**Deferred Compensation Plan Education Policy**  
Adoption Date: **4/14/2026**



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**Purpose:**

The Agency provides to its employees deferred compensation plan arrangements (the Plan) to help with their retirement needs. The Plan is structured such that its design and management is administered by the Agency. The Agency therefore is acting as a fiduciary for its employees to participate in this benefit. As a fiduciary, the Agency must act in the best interests of its employees when managing the Plan. Part of doing so entails providing education opportunities to help employees make informed decisions about retirement planning, investments and distributions.

Although the provisions of the Employee Retirement Income Security Act of 1974 (ERISA) do not apply to the Plan, the Plan Sponsor intends to operate the Plan generally in conformance with ERISA section 404(c) to meet its fiduciary obligations required under the State of California Constitution Article XVI §17. This Education Policy Statement (Policy) is based on established ERISA and state fiduciary requirements and industry best practices regarding Plan Sponsor responsibilities in education. This Policy is intended to aid the Plan Sponsor in meeting its fiduciary responsibilities pertaining to the Plan.

**Policy:**

All Plan Participants and employees are provided the opportunity to participate in Plan Sponsor education programs and activities to help with their retirement planning, investment understanding and distribution decisions.

**Objectives of Fiduciary Education:**

Provided educational opportunities are intended to cover the breadth of Plan Participant needs from entry level personnel, mid and near-term employees, and retired participants. As such, the objectives to meet the Plan Sponsor's educational program intent are the following:

- 1) Offer regular recurring educational programs and services to Plan Participants that incorporate basic plan information as well as investment guidance and advice.
- 2) Make financial planning services available to Plan Participants, especially those near or in retirement.
- 3) Tailor educational content to employees in different retirement tiers or at various stages in their life/career (from early employment through retirement).
- 4) Utilize diverse media and formats (face-to-face, print, electronic and internet) to maximize Plan Participant and employee education.
- 5) Communicate to Plan Participants the content and upcoming educational programs.
- 6) Evaluate educational programs primarily based on employee satisfaction but also considering other behavioral impacts including: plan participation, contribution, diversification, rebalancing and distribution management.

### **Types of Educational Programs:**

Below are examples of information to be provided in the education provided to Plan Participants. These examples are meant to be illustrative, not exhaustive.

- 1) Basic investment knowledge including pre- vs post-tax contributions, i.e., Traditional vs Roth options), basic retirement objectives, self-risk assessment, and investment diversification.
- 2) Awareness of specific plan requirements including contribution limits, taxation, and distribution requirements/restrictions (rollovers, unforeseen emergencies, and post-service distributions).
- 3) Summary of Plan Sponsor policies and documents, i.e., Plan Document, Investment Policy, Education Policy Statement, and Administrative Procedures.
- 4) Consider available retirement specialists for discussion of retirement planning.

### **Review of Education Policy Statement:**

The Committee shall periodically review this Policy and identify upcoming education based on Plan Sponsor priorities. The Plan Sponsor will determine the frequency and content of fiduciary and employee education to ensure that the educational programs are consistent with this Policy.

DRAFT

**BOARD MEMORANDUM**

April 9, 2026

To: CMSA Commissioners and Alternates  
From: Nick Talbot, Treatment Plant Manager  
Abel Villarreal, Maintenance Supervisor  
Approved: Jason Dow, General Manager

**Subject: FY26 Asset Management Program 3rd Quarter Report**

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

**Summary:** Since February 2011, Agency staff have prepared quarterly reports for the Board, that highlight the Agency’s fully implemented Asset Management Program work activities.

**Third Quarter Highlights**

**New Methane Sensor Installed**

Maintenance installed a new methane sensor on the digesters to provide continuous monitoring of gas quality and provide Operations with additional data to confirm healthy anaerobic digestion.



Digester Gas Analyzer	
Waiting For Next Cycle	
Minutes Remaining	126min
Methane	
Live Val	0%
Digester 2 (1)	69%
Scrubber 2 Out (2)	69%
Scrubber 2 In (3)	69%
Scrubber 1 Out (4)	69%
Scrubber 1 In (5)	69%
Digester 1 (6)	69%

### **New Check Valves Installed at San Quentin Rehabilitation Center West Pump Station**

Staff replaced pump discharge check valves at the SQRC West Pump Station. The existing valves had experienced wear and deterioration over time, which increased the risk of backflow and reduced pumping efficiency. The new check valves were installed to ensure reliable prevention of reverse flow when pumps are not operating and to improve overall pumping performance. This upgrade will help to extend the service life of the existing pumping equipment.



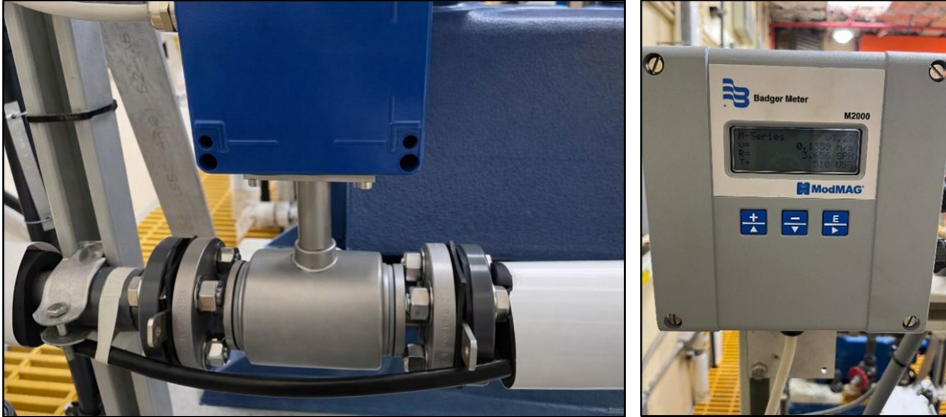
### **Headworks Odor Scrubber**

Staff conducted an inspection of the Headworks Odor Scrubber. In addition to the inspection, staff replaced multiple sodium hypochlorite solution spray nozzles to ensure proper chemical distribution and maintain effective odor reduction of the foul air. While performing the inspection, staff conducted a visual condition assessment of the fiberglass scrubber walls, media, and floor surfaces to check for signs of deterioration, cracking, or chemical damage. The scrubber appeared to be in satisfactory condition and was returned to normal operation.



### **Sodium Bisulfite Pump (SBS) Flowmeter Installation**

Staff installed a new flow meter on the SBS 313 dosing pump. Previously, the SBS flow was estimated using pump percent speed and the pump's rated capacity to calculate an approximate gallons per minute flow. The newly installed flow meter now provides direct measurement of SBS flow being delivered to neutralize sodium hypochlorite residual in the effluent. This upgrade allows staff to verify actual chemical flow rate rather than calculated flow value. This true flow measurement will also improve dosing accuracy and assist staff in troubleshooting pump performance or chemical feed issues in the future.



### **Organic Waste Receiving Facility Additional Grinder Installation**

Maintenance installed an additional grinder downstream of the rock trap grinder at the Organic Waste Receiving Facility. This secondary grinder will provide finer maceration of feedstock material to provide additional protection of downstream equipment, specifically the hose pumps. Work included removing existing piping, welding new supports, running conduit for power and communications, and adding ports for cleaning the grinder blades.



### **Asset Inventory**

Agency staff conducted a review of Agency assets tracked within the Computerized Maintenance Management System (CMMS) asset tree. This quarterly exercise is performed to verify active assets within the system. As Agency staff manage projects, and regularly scheduled maintenance work is completed, both new and old assets must be accounted for in an asset inventory count. This process includes entering new and removing obsolete assets from the asset tree. Agency staff removed improperly grouped or classified assets and removed additional non-critical assets. A total of four items were entered, reclassified, or removed from the CMMS asset tree this past quarter.

<b>Asset Locations</b>	<b>Total Assets</b>
Central Marin Sanitation Agency	2,762
Sanitary District No. 2	403
San Quentin Rehabilitation Center	55
San Quentin Village Sewer Maintenance District	16

### **Parts Inventory**

The parts inventory is comprised of critical spare parts and equipment, and consumable items for Agency assets and Agency managed pump station assets, which includes Sanitary District No. 2 (SD2), San Quentin Rehabilitation Center (SQRC), and San Quentin Village Sewer Maintenance District (SQVSMD). Spare parts and equipment for the Agency and SQVSMD are kept at Agency site-specific parts rooms, SD2 equipment is stored at Paradise pump station, and SQRC equipment is stored at the San Quentin West pump station.

<b>Parts Inventory</b>	<b>Parts Quantity</b>	<b>Total Value</b>
Central Marin Sanitation Agency	36,621	\$2,079,910
Sanitary District No. 2	355	\$219,298
San Quentin Rehabilitation Center	83	\$73,989
San Quentin Village Sewer Maintenance District	1	\$13,072

### **Asset Improvements, Repairs, and Refurbishment Work**

#### **1) CMSA Asset Management Improvements**

Projects in the table below are considered routine, recurring, and usual maintenance work for the preservation, protection, or replacement of Agency assets. Agency labor, approved service provider, and materials costs are included to determine the overall cost to perform a specific task.

<b>Area</b>	<b>Equipment</b>	<b>Improvement</b>	<b>Total Cost</b>	<b>Comments</b>
Administration Building	Lab Autoclave Oven	Replacement	\$24,507	Replaced the autoclave oven.
Disinfection / Dechlorination	3W Strainers	Maintenance	\$3,525	Both strainers cleaned from debris blockages.
Disinfection / Dechlorination	Carrier Water Strainer	Replacement	\$1,031	Replaced shaft and O-rings.

<b>Area</b>	<b>Equipment</b>	<b>Improvement</b>	<b>Total Cost</b>	<b>Comments</b>
Disinfection / Dechlorination	Hypochlorite Vales	Replacement	\$3,709	Replaced four valves.
Disinfection / Dechlorination	Hypochlorite Tank No. 4	Repair	\$1,278	Replaced hose and fittings.
Disinfection / Dechlorination	Hypochlorite Piping	Improvements	\$1,992	Modified and supported PVC piping for Pressure gauges.
Disinfection / Dechlorination	Plant Water Strainer	Maintenance	\$1,046	Removed debris and adjusted scrappers.
Disinfection / Dechlorination	Pre-Chlorination Line	Improvements	\$13,241	Installed new 6" flowmeter.
Disinfection / Dechlorination	SBS Pump No. 10.313	Improvements	\$6,717	Installed new flowmeter.
Digesters	Digester No. 1 & No. 2	Improvements	\$30,255	New differential pressure sensors installed on both digesters.
Digesters	Methane Analyzer	Improvements	\$9,211	Installed new methane analyzer.
Digesters	H2S Vessel No. 1	Media Replacement	\$50,986	Replaced spent media.
Effluent Pump Station	Electric Gate Opener	Replacement	\$19,223	Replaced gate actuator.
Facility	Emergency Call Box	Improvements	\$1,589	Built emergency backup call box for standby technicians if PLC's fail at pump stations.
Facility	Plant Lights	Replacement	\$3,022	Replaced five lights and fuses.
Facility	Plant Potable Water	Improvements	\$31,497	6" corroded pipe, backflow preventer, isolation valves, and pressure reducer valve replaced.
Facility	Employee Security Gate Entrance	Replacement	\$1,099	Replaced security gate magnet for locking and unlocking.
Facility	Samplers	Repair	\$2,838	Replaced refrigerant compressor.
Facility	Plant Peroxide Sump	Maintenance	\$1,033	Unplugged peroxide station sump and pumps.
Agency Vehicles	F-550 Crane Truck	Repair	\$4,598	Replaced wire harness and NOx sensor.

<b>Area</b>	<b>Equipment</b>	<b>Improvement</b>	<b>Total Cost</b>	<b>Comments</b>
Headworks	Air Monitoring System	Replacement	\$1,683	Replaced O2 sensor and calibrated.
Headworks	Channel Air Blower No. 1	Replacement	\$4,053	Replaced motor starter.
Headworks	Ferric Pump Feed Line	Replacement	\$5,522	Replaced ferric feed line.
Headworks	Site Sump Pump No. 1 & No. 2	Improvements	\$49,007	Replaced both pump bases and pumps.
Headworks	Site Sump Pump No. 2	Refurbishment	\$5,242	Rebuilt pump with new mechanical seal, bearings, and seals.
Maintenance Annex	Fire System Equipment	Replacement	\$9,211	Replaced safety heat sensors and flow switches.
Organic Waste Receiving Facility	Below Ground Tank	Preventative Maintenance	\$6,947	Quarterly cleaning of below ground tank by contractor.
Organic Waste Receiving Facility	Digester Feed Pump	Replacement	\$3,544	Replaced hose and hose lubricant.
Organic Waste Receiving Facility	Grinder	Improvements	\$30,167	Installed new Vogelsang grinder.
Organic Waste Receiving Facility	Mixing Pump No. 1	Replacement	\$13,182	Replaced pump.
Organic Waste Receiving Facility	Paddle Finisher	Replacement	\$6,433	Replaced screens.
Organic Waste Receiving Facility	Paddle Finisher Feed Pump	Replacement	\$11,521	Replaced three hoses and hose lubricant.
Organic Waste Receiving Facility	Safety Gate	Replacement	\$3,160	Replaced safety gate.
Primary Clarifiers	Channel Air Valves	Replacement	\$1,780	Replaced two 4" butterfly valves.
Primary Clarifiers	Primary No. 1 Scum Collector	Replacement	\$1,825	Replaced rubber wiper.
Primary Clarifiers	Primary Clarifier No. 7	Repair	\$1,025	Repaired broken 3W PVC pipe.
Secondary Clarifiers	Secondary Clarifier No. 1	Refurbishment	\$2,330	Repaired damaged steel braces.
Solids Handling	Centrifuge No. 1	Improvement	\$2,444	Cleared debris from drain lines.
Solids Handling	Centrifuge No. 3	Repair	\$2,108	Adjusted scroll and speed sensors.
Solids Handling	Centrifuge Valves	Replacement	\$17,091	Replaced four 6" valves.

Area	Equipment	Improvement	Total Cost	Comments
Solids Handling	Load Bay Door	Replacement	\$1,202	Replaced control board.
Solids Handling	Polymer Room Drain Lines	Improvement	\$7,272	Replaced all corroded lines with ABS piping.
Solids Handling	Siloxane Filter Vessel No. 1	Media Replacement	\$11,097	Removed spent media and replaced with new media.
Solids Handling Energy Generation	Jenbacher Cogeneration Engine	Preventative Maintenance	\$4,189	26k hours maintenance service. Valves adjusted, oil and filter change, and spark plugs re-gapped.
Solids Handling Energy Generation	Jenbacher Cogeneration Engine – DEF Pump	Improvement	\$3,486	Installed new DEF pump outside of SCR control panel.
Solids Handling Energy Generation	Jenbacher Cogeneration Engine – DEF Pump	Repair	\$3,054	Repaired leaking pump head.
Solids Handling Energy Generation	Jenbacher Cogeneration Engine	Replacement	\$1,044	Replaced O-ring on oil inlet pipe.
Solids Handling Energy Generation	Waukesha Cogeneration Engine – Exhaust Fan Motor	Replacement	\$2,715	Replaced exhaust fan motor.
Underground Pipe Galleries	Gallery A – Seismic Shear Hoses	Replacement	\$17,580	Replaced seismic shear hoses at Gallery A entrance.
Underground Vault	South Fran Vault – Sump Pump	Replacement	\$4,412	Replaced sump pump.

**2) Agency Maintained Assets (San Quentin Rehabilitation Center, Sanitary District No. 2, and San Quentin Village Sewer Maintenance District)**

Maintenance work performed over the quarter on collection agency assets by Agency, approved contractor, or service provider.

Asset Owner	Asset	Improvement	Total Cost	Comment
SD2	Air Release Valve – Wornum Drive	Maintenance	\$1,204	Removed grease build-up and debris and replaced internal sealing components.

Asset Owner	Asset	Improvement	Total Cost	Comment
SD2	Lucky, Industrial, Trailer Ct.	Pump Station Assistance	\$8,967	Responded to alarms during wet weather & King Tide events.
SD2	Old Landing	Replacement	\$1,955	Replaced level sensor.
SD2	Paradise	Improvements	\$2,214	Inventory organization.
SD2	Sausalito	Replacement	\$1,483	Replaced level sensor.
SQRC	East Lift Station	Maintenance	\$1,420	Adjusted and redirected the communication antenna.
SQRC	West Pump Station	Replacement	\$21,306	Replaced three 10" check valves.
SQRC	West Pump Station	Replacement	\$1,347	Replaced fan flow switch.
SQRC	West Pump Station	Improvements	\$1,897	Added a remote reset on the emergency generator.

### Work Orders

A work order is a written request for a preventive, corrective, or unplanned corrective maintenance task or project to be performed. Work orders are typically generated and sent internally from one department to another. Shown in the table below are the types of work orders prepared by Agency staff, the work orders completed, and the total labor hours, by type, to complete the work orders.

Work Order Type	# of WO's	% of Total WO's	Labor Hrs.	% of Total Hrs.
Preventative Maintenance (PM)	347	53.40%	2,496.75	24.28%
Corrective-Planned	206	31.69%	1,666.75	16.21%
Corrective-Unplanned	14	2.15%	51.00	0.50%
Improvement Project Work	1	0.15%	1.75	0.02%
Coating Projects	1	0.15%	11.5	0.11%
Safety	13	2.00%	61.25	0.60%
Professional Development/Meetings	26	4.00%	158.25	1.54%
Facilities Administration/Housekeeping	13	2.00%	917.00	8.92%
Process Control and Facility Operations	29	4.46%	4,915.50	47.82%
<b>Total</b>	<b>650</b>	<b>100%</b>	<b>10,279.75</b>	<b>100%</b>



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**BOARD MEMORANDUM**

April 9, 2026

To: CMSA Commissioners and Alternates

From: Jason Dow, General Manager

**Subject: Revised 5-Year Strategic Plan (FY27 – FY31)**

**Recommendation:** Approve the Agency’s revised 5-year Strategic Plan, and provide direction to staff, as appropriate.

**Discussion:** Staff presented the Agency Strategic Planning Committee’s (ASPC) proposed revisions to the Agency’s 5-Year Strategic Plan (SP) at the March 10, 2026, Board meeting. The Board reviewed and discussed the revisions, complimented the ASPC on its fine work updating and revising the SP, and accepted all the proposed revisions. The Board agreed on a specific revision to Goal 4, and after the meeting, Commissioner Poster suggested a revision to the last Value statement. The ASPC prepared the attached SP that includes the Board revisions, which are shown in red text.

**Background:** At the October 2025, Board meeting, staff informed the Board that the Agency’s current 5-year SP was set to expire June 30, 2026, and presented the following three new SP development options for the Board to consider.

- 1) Utilize the current SP Vision, Mission, and Value statements and six Goals for the next 5-year SP.
- 2) Ask the ASPC to prepare a new draft SP, and for staff to present it to the Board for discussion, feedback, and editing.
- 3) Hire an SP consultant to work with the Board and Committee to prepare the draft SP.

The Board discussed the three options and asked the ASPC to propose revisions to the current Plan for review and consideration at a future Board meeting.

**Attachment:**

- Revised 5-Year Strategic Plan (FY27 – FY31)



## MISSION

Protect the environment and public health by providing wastewater, environmental, renewable power generation, and resource recovery services for our community.

## VISION

To be a forward-thinking, industry leading organization that will provide innovative and effective wastewater services, capturing and utilizing renewable resources, and implementing sustainable solutions for an enhanced quality of life

## VALUES

CMSA's foundational values are:

- Communication with transparency, respect, and integrity.
- Consistent regulatory compliance to protect the environment.
- Sound financial stewardship.
- Proactive management of its financial and facility assets.
- Maintaining a safe and healthy workplace.
- Fostering job satisfaction within a high performing, diverse workforce.
- Providing engaging public outreach and educational programs.
- Leadership, partnerships, teamwork, and collaboration.
- Continuous improvement of Agency systems, workflows and processes.
- Clear and transparent documentation of Agency policies and procedures.
- Supportive of innovative ~~new~~ technologies to benefit CMSA and ~~our~~ **industry its Mission.**

## **GOAL ONE**

Effectively operate, maintain and upgrade its treatment facilities to comply with changing regulations and the nutrient watershed permit.

## **GOAL TWO**

Continually improve financial management practices to ensure transparency, financial sustainability, and sound fiscal principles.

## **GOAL THREE**

Further develop resource recovery opportunities and partner with other organizations to achieve community, environmental, and economic benefits.

## **GOAL FOUR**

Be a leader and/or an active participant in collaborative efforts to address **and/or respond** to industry, ~~and~~ community, **and local agency** challenges and opportunities.

## **GOAL FIVE**

Attract and retain high quality employees by engaging and empowering staff, fostering professional development, valuing diversity, and promoting a culture of safety.

## **GOAL SIX**

CMSA will expand its use of technology to improve communication and processes and strengthen system integrity.



**BOARD MEMORANDUM**

April 9, 2026

To: CMSA Commissioners and Alternates  
From: Jason Dow, General Manager  
Subject: **Property Use Agreement with San Rafael Sanitation District**

**Recommendation:** Approve the Property Use Agreement with San Rafael Sanitation District.

**Summary:** CMSA and SRSD staff have prepared a Property Use Agreement to support the SRSD office, vehicle, and equipment relocation to CMSA, as generally stated in the Expansion of Office Capacity section in the SRSD Management and Operations Agreement (Agreement). The SRSD Property Use Agreement is modeled after the 2007 Ross Valley Sanitary District Property Use Agreement, and has been reviewed and revised by the CMSA contract /construction attorney, Bill McInerney. SRSD’s general counsel, Kerry Gerchow, has also reviewed the property use agreement, and her suggested changes have been incorporated into it.

**Discussion:** In February 2026, the SRSD and CMSA Boards approved the Agreement. The intent of Section 14 in the Agreement, shown below, is for SRSD to manage and fund the installation of two modular office buildings in the CMSA corporation yard for the 17 transferred employees to utilize while operating, maintaining, and managing the SRSD facilities.

*Section 14 - Expansion of Office Capacity: Prior to the Services Effective Date, SRSD shall take all steps necessary, at its sole expense, to secure additional office space on CMSA property sufficient to support the Services, including but not limited to coordinating with CMSA to complete the installation and furnishing of two modular office buildings. SRSD shall pay CMSA a monthly property use fee set by the CMSA GM in their reasonable discretion, but at an amount that will not be less than \$6,120, which property use fee shall be separate and additional to SRSD’s obligation to reimburse CMSA for the Costs as provided in this Agreement. Annually, on each July 1 following the date of execution of this Agreement, the property use fee will increase by the prior year’s SF Bay Area Consumer Price Index for all urban consumers. CMSA shall have full discretion to relocate such additional office space, at SRSD’s expense, according to CMSA’s business needs.*

During the development of the Agreement, staff and the JPA ad hoc committee agreed that a separate property use agreement would need to be developed to support Section 14, by providing addition information on term, termination, utility fees, permitting, and the types of expenses SRSD will pay during the modular building installation process.

After the Agreement's approval, CMSA and SRSD staff drafted the attached SRSD Property Use Agreement. Key provisions include:

- Term is 36 months after the Agreement's Service Effective Date.
- Termination requires 180-day notice.
- Property use fee beginning July 2027 (FY27) is \$6,253.
- Utility fees are covered by the Agreement's overhead rate.
- SRSD will obtain the necessary permits from the City of San Rafael.
- SRSD will prepare the modular building installation plans for CMSA approval.
- SRSD will pay for all expenses for the design, project management, installation, purchase/rental, and utility connection work for the two modular buildings.
- Exhibit A shows the area in the CMSA corporation yard for the two modular buildings and SRSD vehicles, such as vactor and rodger trucks.
- Exhibit B shows the area near the CMSA maintenance storage buildings for placement of materials and supplies used to maintain the SRSD collection system assets.

The SRSD Property Use Agreement was modeled after the 2007 RVSD Property Use Agreement. RVSD placed modular buildings in the CMSA corporation yard in early 2007, and its operations were at CMSA through late 2009 when RVSD bought an office building on Kerner Avenue in San Rafael.

**Attachment:**

- SRSD Property Use Agreement

**PROPERTY USE AGREEMENT**

This Agreement is by and between San Rafael Sanitation District (SRSD) and the Central Marin Sanitation Agency (CMSA) with regard to relocation of SRSD facilities and operations onto CMSA property. The Effective Date of this Agreement is \_\_\_\_\_, 2026.

**Recitals**

- A. Whereas, SRSD and CMSA each operate regional wastewater facilities.
- B. Whereas, SRSD desires to move its administrative and crew offices, equipment and supplies, and related facilities to portions of the CMSA property.
- C. Whereas, this Property Use Agreement is intended to comply with those requirements in the CMSA/SRSD Management and Operations Services Agreement dated February 20, 2026, Section 14, Expansion of Office Capacity.

**Agreement**

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

- 1. Recitals. The foregoing recitals are incorporated herein by reference.
- 2. SRSD Office Placement.

2.1 Scope. CMSA hereby grants SRSD the right to place two modular office buildings, district vehicles, equipment, and supplies within those cross-hatched portions of the CMSA property as shown on Exhibit A and Exhibit B.

2.2 Term. The Term of this Agreement shall commence as of the Effective Date, and expire 36 months after the Services Effective Date in the CMSA/SRSD Management and Operations Services Agreement.

2.3 Termination. Either party may terminate this Agreement by providing one hundred eighty (180) days written notice to the other party. Upon termination of this Agreement or expiration of the Term, SRSD shall remove the modular buildings and other SRSD property, equipment, supplies, and vehicles from the CMSA property.

2.4 Property Use Fee. CMSA will invoice District monthly for the Property Use Fee, and District shall pay the fee within thirty (30) days of the invoice's date. The Property Use Fee shall begin at \$6,253 per month starting on the Services Effective Date of CMSA/SRSD Management and Operations Services Agreement. Thereafter, annually, starting on July 1, 2027 the Property Use Fee shall be increased by

the change in the San Francisco Consumer Price Index for all urban consumers from the prior calendar year.

2.5 Utility Fees. Expenses for water, sewer, power, and communication services are covered by the overhead rate in the CMSA/SRSD Management and Operations Services Agreement.

3. Hold Over. At the end of the Term, if SRSD holds over for any reason, it is hereby agreed that in the absence of a written agreement to the contrary that use shall be from month-to-month only and not a renewal of this three-year use term, nor an extension for any further term. In that case, SRSD shall pay Use Fee in an current amount equal to the last monthly use fee amount prior to the end of the Use Term. The month-to-month use shall be subject to every other term, covenant, and condition contained in this Agreement that is consistent with and not contrary to a month-to-month tenancy.

4. Site Improvements. SRSD and CMSA shall work cooperatively to secure permits from the City of San Rafael (City) for the installation of the two modular buildings and the construction of necessary utility connection equipment and facilities. SRSD shall act as Lead Agency in connection with modular building design and installation work and to secure City permits for the modular building placement on the CMSA property.

SRSD shall (a) prepare the draft and final modular building installation plans for CMSA approval; and (b) prepare the permit applications and supporting documentation for submittal to the City; (c) Pay all expenses for the design, project management, installation, purchase/rental, and utility connection work for the two modular buildings.

5. Indemnification:

5.1 SRSD shall protect, indemnify, defend and hold harmless CMSA and its directors, officers, employees, agents, successors and assigns from and against any and all claims, demands, obligations, damages, costs, liabilities, actions and judgments (collectively, "Claims") including, without limitation, Claims for injury or damage to persons or property, and Claims for penalties, fines and reasonable attorney's fees and costs (including attorney's fees and costs incurred to enforce this indemnity), incurred solely arising from SRSD's use of the CMSA property.

5.2 CMSA shall protect, indemnify, defend and hold harmless SRSD and its directors, officers, employees, agents, successors and assigns from and against any and all claims, demands, obligations, damages, costs, liabilities, actions and judgments (collectively, "Claims") including, without limitation, Claims for injury or damage to persons or property, and Claims for penalties, fines and reasonable attorney's fees and costs (including attorney's fees and

costs incurred to enforce this indemnity), incurred by SRSD due to acts or omissions of CMSA's operations on the CMSA property.

6. Insurance: CMSA and SRSD shall maintain their current insurance coverage types and limits through CSRMA during the term of this Agreement. SRSD shall reimburse CMSA for the increase in its property insurance fee for the two modular buildings.

7. Jurisdiction: This Agreement is made and entered into in Marin County in the State of California and shall be interpreted, construed, and enforced in accordance with the laws of the State of California without reference to its choice of laws rules.

8. Miscellaneous: This Agreement has been jointly prepared by both parties. If any provision of this Agreement is declared invalid or is unenforceable for any reason, that provision shall be deleted from this document and shall not invalidate any other provision contained in the Agreement.

Each individual executing this Agreement on behalf of each party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such party and that such execution is binding upon such party.

All Exhibits attached to this Agreement are incorporated by reference. Any modifications or amendments to the Agreement must be approved in writing by each party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date notwithstanding the date of signature set forth opposite their signature:

DATED: April \_\_, 2026

CENTRAL MARIN SANITATION AGENCY

By: \_\_\_\_\_

Dean DiGiovanni, Commission Chair

DATED: April \_\_, 2026

By: \_\_\_\_\_

Eli Beckman, Commission Secretary

DATED: April \_\_, 2026

SAN RAFAEL SANITATION DISTRICT

By: \_\_\_\_\_

Kate Colin, Board President

DATED: April \_\_, 2026

By: \_\_\_\_\_

Dennis Rodoni, Director



# EXHIBIT A - MODULAR OFFICE BUILDING AND SRSD VEHICLE PARKING



S:\Dept - Technical Services\Engineering\CAD Drawings\SRSD Agreement-Exhibits.dwg

## CENTRAL MARIN SANITATION AGENCY

SCALE: NOT TO SCALE  
DATE: APRIL 2026



# EXHIBIT B - SRSD SUPPLY STORAGE



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## CENTRAL MARIN SANITATION AGENCY

SCALE: NOT TO SCALE  
DATE: APRIL 2026





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**BOARD MEMORANDUM**

April 9, 2026

**To:** CMSA Commissioners and Alternates  
**From:** Jason Dow, General Manager  
**Subject:** **Reschedule the June 2026 Board Meeting**

**Recommendation:** Cancel the June 9, 2026, regular Board meeting, and select a date to schedule a special Board meeting for the third week of June.

**Summary:** At last month's Board meeting, Agency staff informed the Board that it would need to consider rescheduling the regular June 9, 2026, Board meeting. General Manager Dow has a personal conflict the second week of June and the Assistant General Manager will be in Denmark on a Water Technology Alliance wastewater fact finding trip sponsored and funded by the Ministry of Foreign Affairs of Denmark.

The third week in June has several events that impact Board member availability for a special meeting. The San Rafael City Council meeting is on June 15, Corte Madera Town Council meeting is on June 16, Ross Valley Sanitary District Board meeting in on June 17, and MCE Board meeting is on June 18.

Agency staff recommend selecting a special Board meeting date for the third week of June, as staff are available any day and time that week.





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**BOARD MEMORANDUM**

April 9, 2026

**To:** CMSA Commissioners and Alternates

**From:** Jacky Wong, Associate Engineer  
Peter Kistenmacher, Technical Services Manager/Assistant General Manager

**Approved:** Jason Dow, General Manager

**Subject:** **Primary Clarifiers No. 4 and 5 and Chlorine Contact Tanks Coatings and Concrete Rehabilitation Project – Construction Contract Award**

**Recommendation:** Reject the bid proposals from JT Thorpe and FD Thomas, award the construction contract to National Coating and Lining for \$760,925, and authorize the General Manager to execute the contract.

**Summary:** Bids for the Primary Clarifiers No. 4 and 5 and Chlorine Contact Tanks Coatings and Concrete Rehabilitation Project (Project) were publicly opened on March 24, 2026. Six bids were received, with National Coating and Lining submitting the lowest, responsive and responsible bid for \$760,925. Two bids were lower in price but contained irregularities and were deemed not to be responsive by the Agency’s construction/contract attorney. If the Board awards the construction contract, construction is anticipated to begin in May 2026 and be completed by September 2026.

**Fiscal Impact:** The Agency’s Capital Improvement Program (CIP) has allocated \$1,186,400 to rehabilitate Primary Clarifiers (PCs) No. 4 and No. 5, and Chlorine Contact Tanks (CCTs) No. 1, 2, and 3 in FY26 and FY27. The engineer’s estimate for the entire Project is \$1,200,000 and was presented to the Board at the February 2026 meeting. National Coating and Lining’s bid proposal of \$760,925 is \$439,075 below the engineer’s estimate. The CIP project budget is sufficient to complete the construction work.

**Discussion:** The Project involves blasting, cleaning and recoating the steel launders, resurfacing and coating deteriorated the sludge hopper concrete surfaces, and repairing deteriorated concrete areas in PCs No. 4 and No. 5. Additionally, the Project also includes recoating the walls above the water line as well as the end walls in Chlorine Contact Tanks (CCT) No. 1, 2, and 3, and applying new deck coating on various horizontal walkways around the contact tanks to prevent surface water intrusion that could corrode embedded rebar.

The Board adopted the Project’s contract documents and authorized the General Manager to advertise the Project for public bidding at the February 10, 2026, Board meeting. The Notice Inviting Sealed Bids was issued on February 12, 2026, and was published in the Marin Independent Journal, on the Agency’s website, and in several Builders’ Exchanges. Six contractors attended the optional pre-bid meeting on March 3, 2026, and six sealed bids were received with the results presented in the table below.

**Table 1. Bid Opening Results**

<b>Contractor</b>	<b>Total Bid Amount</b>	<b>% Above/Below Estimate</b>
<i>Engineer’s Estimate</i>	<i>\$1,200,000</i>	
National Coating and Lining	\$760,925	-36.6%
Euro Style Management	\$937,010	-21.9%
GSE Construction	\$940,300	-21.6%
Resources Development Company	\$949,375	-20.9%
FD Thomas*	\$635,395	-47.1%
JT Thorpe*	\$589,464	-50.9%

\* Bid contains non-waivable irregularities

Agency staff completed a detailed review of the submitted bid documents, including but not limited to bid prices, financial qualifications, and safety data. During this review process, staff consulted with the Agency’s construction attorney regarding several irregularities contained in JT Thorpe’s and FD Thomas’ submitted Bid Form (Section 00300). According to the Agency’s construction attorney, these errors could not be waived as minor irregularities, and their bid proposals must be rejected.

**Alignment with Strategic Plan:** This Project aligns with the Agency’s FY26 Business Plan to support Goal 1 – Objective 1.2 as shown below.

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

*Objective 1.3: Manage the Agency’s equipment and assets consistent with CIP and maintenance programs*

*Action b: Finish the Chlorine Contact Tank Deck and Wall Coating Project*



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**BOARD MEMORANDUM**

April 9, 2026

**To:** CMSA Commissioners and Alternates

**From:** Joyce Cheung, Senior Engineer  
Peter Kistenmacher, Technical Services Manager/Assistant General Manager

**Approved:** Jason Dow, General Manager

**Subject:** **Reject All Bids for the Headworks Influent Gates Replacement Project**

**Recommendation:** Reject all bids for the Headworks Influent Gates Project.

**Summary:** The bid opening for the construction of the Headworks Influent Gates Project (Project) was publicly held on March 25, 2026. Staff received one bid from GSE Construction Company for a total bid proposal amount of \$741,100. The total bid amount exceeded the engineer’s estimate by \$420,800 (131%). Based on the bid results as well as discussions with several contractors on the project details, staff would like to evaluate influent flow bypass system alternatives and recommend the Board reject the GSE bid proposal.

**Discussion:** The Board adopted the Project’s contract documents and authorized the General Manager to advertise the Project for public bidding at the February 2026 Board meeting. The project scope of work includes replacing the two sluice gates in the headworks influent channel, providing an influent flow bypass system, performing abrasive blasting and concrete repair, and coating the influent channel to protect the concrete surface. A bid alternate for replacing the hydraulic controller for the sluice gates was also included. To help facilitate the timely completion of this Project and save on contractor markups, the sluice gates were pre-purchased by the Agency in November 2025 upon Board authorization.

The engineer’s estimate for the Project is \$320,300 and was developed based on recent costs for similar coating and concrete repair work at the Agency, and quotes for renting a generator and pumps for the bypass system. GSE’s total bid amount was 131% higher than the engineer’s cost estimate.

After the bid opening, staff contacted the seven contractors that attended the mandatory site visit to better understand why they did not submit a bid. Staff learned that most of the contractors did not bid on the project due to the high risk associated with the bypass pumping system, in which the very limited space in the project area and complex configuration of the existing manholes made it challenging to pump the flows. A flow bypass pumping system is

necessary to isolate the headworks influent channel for the work and requires a robust system that can handle the high volume of incoming flows from the 45" diameter San Rafael Interceptor, the 54" diameter Ross Valley Interceptor, and flows from the Agency's Administration and Maintenance Buildings. These flows are generally lower during the dry season but can vary due to collection system operational factors outside of the Agency's control, increasing the overall Project risk.

Due to only receiving one bid and the high bid price, staff recommends rejecting the GSE bid. Agency staff will evaluate alternative flow bypass methods, including potentially designing and procuring a custom inflatable flow-through plug which could be installed by staff and tested on one of the interceptors first. By taking overall responsibility for the design, installation and performance of the bypass system, the Agency would shift a significant amount of risks away from the contractor and thereby significantly reduce the cost of installing the gates and coating the influent channel. If the staff-installed bypass system is found to convey the flows satisfactorily, then the Agency could install a second bypass system on the other interceptor to fully divert flows away from the project area. Agency staff could then solicit proposals from contractors to perform this smaller scope of work, likely during the 2027 dry weather season. Until then, the pre-purchased sluice gates that are scheduled to be delivered in April 2026 will be stored on-site until the project is ready for construction.

If staff are unable to develop an in-house method for a successful bypass operation, then the original project scope including a bypass system, could be formally re-bid at a later time.

**Fiscal Impact:** The Agency's adopted FY26 & FY27 Capital Improvement Program (CIP) includes \$443,200 in FY26 and FY27 for this Project, of which \$121,000 is for the pre-purchase of the sluice gates, \$272,200 for gate installation, and \$50,000 for coating the headworks channel.

**Images:**



Figure 1: Manhole opening offset from interceptor

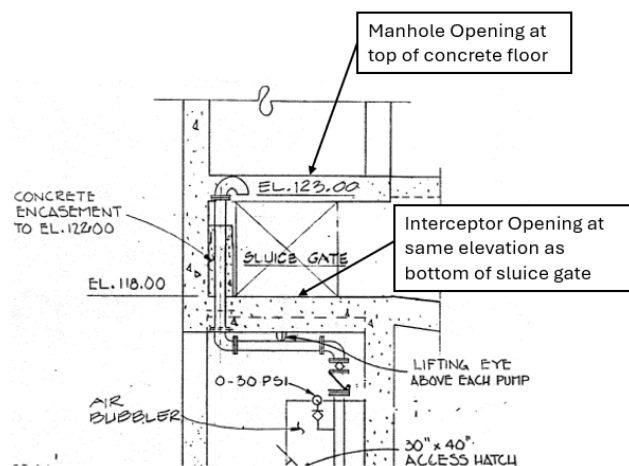


Figure 2: Tight clearance within manhole

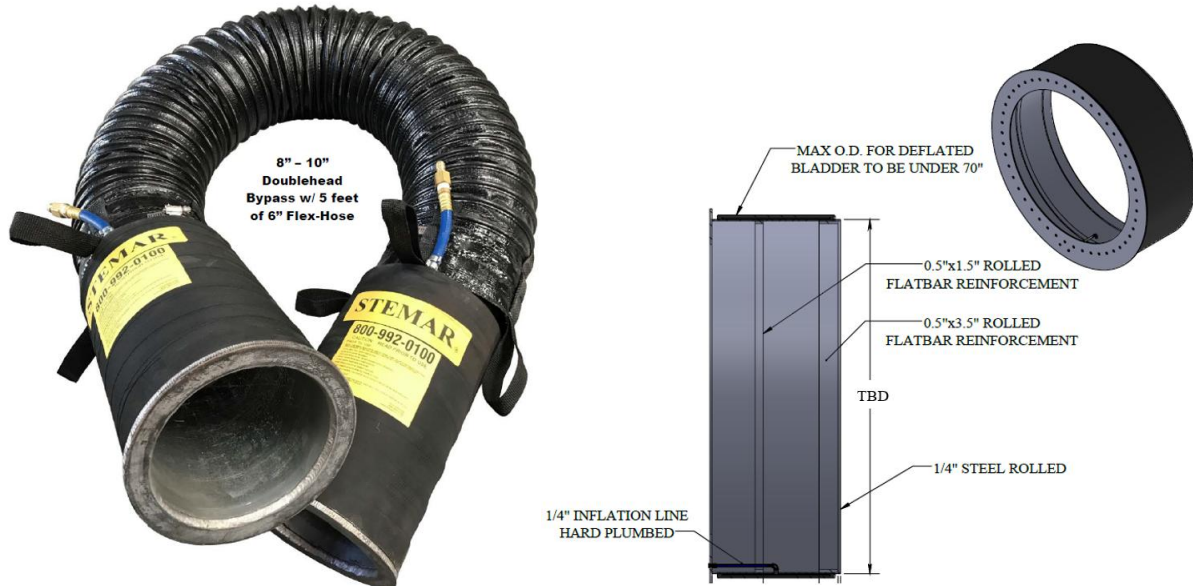


Figure 3: Example of a custom bypass plug





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**BOARD MEMORANDUM**

April 9, 2026

**To:** CMSA Commissioners and Alternates  
**From:** Jason Dow, General Manager  
**Subject:** **Marin Airporter Site License Agreement**

**Recommendation:** Approve the Site License Agreement with Marin Airporter, and provide direction to staff, as appropriate.

**Summary:** The SRSD Management and Operations Service Agreement (Agreement) was approved by the SRSD Board on February 20, 2026, and after its approval, I gave Marin Airporter the Site License Agreement’s 120-day termination notice. The current parking locations need to be vacated to accommodate the two new SRSD operations buildings. Agency staff informed Airporter CEO, Matt Wexler, that the Agency has additional available space to accommodate some Marin Transit District bus parking as well as bus driver parking. Mr. Wexler is very interested in continuing to use CMSA property for bus and driver parking, and has reviewed and accepted the terms and conditions in the attached monthly Site License Agreement.

**Discussion:** Marin Airporter has an agreement with Marin Transit District (MTD) to drive specific MTD bus routes in Marin County. In July 2019, the CMSA Board approved a 5-year Site License Agreement with Marin Airporter to park MTD buses in the CMSA corporation yard and provide 15 parking spaces in the CMSA employee parking lot for Airporter bus driver parking. This arrangement has worked well for CMSA and Airporter during the contract’s term and it has been extended three times, each for an additional 12-month term.

After the Board approved development of the Agreement at its May 2025 meeting, I informed Mr. Wexler that CMSA may need the current bus parking area if an Agreement is approved in the future. Over the subsequent 19 months, I periodically briefed Mr. Wexler on the Agreement developments, and we occasionally discussed other on-site bus parking opportunities. After the Agreement was approved by the CMSA and SRSD Board, I gave the 120-day termination notice to Mr. Wexler and worked with the CMSA construction/contract attorney to prepare a monthly Site License Agreement. The new agreement is very similar to the original 5-year agreement except non-applicable provisions were removed and it has a 7-day termination notice.

**Attachment:**  
- Marin Airporter Site License Agreement with Exhibits



**SITE LICENSE AGREEMENT BETWEEN  
CENTRAL MARIN SANITATION AGENCY  
AND  
THE MARIN AIRPORTER**

This Site License Agreement (License) is entered into by and between Central Marin Sanitation Agency (CMSA) and the Marin Airporter (Licensee) effective the date this License is executed by CMSA's General Manager.

WHEREAS, CMSA operates regional wastewater facilities on property located at 1301 Andersen Drive, San Rafael, CA (Property).

WHEREAS, Licensee is a California corporation under contract with the Marin County Transportation District (MCTD) to operate public transit buses within the County of Marin.

WHEREAS, since 2019, Licensee has been using a portion of CMSA's corporation yard for a parking facility to park its public transit buses and related operational vehicles, and a portion of the CMSA employee parking lot to park during the day limited number of its employees' personal vehicles and non-revenue vehicles.

WHEREAS, CMSA and San Rafael Sanitation District have executed a Management and Operations Service Agreement that will require Licensee to remove its buses, equipment, and vehicles from the two current parking areas.

WHEREAS, CMSA has issued the License's 120-day termination notice to Licensee.

WHEREAS, CMSA can make available other parking areas to Licensee for use on a month-to-month basis.

WHEREAS, Licensee is desirous to continue using a portion of CMSA's corporation yard for a parking facility to park its public transit buses, related operational vehicles, and a limited number of its employees' personal vehicles and non-revenue vehicles.

WHEREAS, the provision of such parking arrangements by CMSA will result in continued operating efficiencies for certain transit bus routes in County of Marin, benefiting MCTD and the residents of Marin County.

NOW THEREFORE, CMSA and Licensee, in consideration of the mutual covenants, terms and conditions contained in this License, agree as follows:

**1. RECITALS:** The above cited recitals are incorporated into and made an integral part of this Agreement.

2. **SITE:** CMSA agrees to initially make available to Licensee the portion of its corporation yard and employee parking lot located on the Property and designated in the two (2) cross-hatched areas in the attached **Exhibit A**, for the transit bus, non-revenue vehicle, bus parking, a storage shed not to exceed 200 square feet and portable toilet. The two (2) cross-hatched areas are approximately 20,000 ft<sup>2</sup>. Licensee can utilize the two areas until CMSA provides Licensee a five (5) business -days' notice(s) to relocate its buses, vehicles, storage shed, and portable toilet to the two cross-hatched areas designated in the attached **Exhibit B**. For purposes of this License, the designated parking areas in Exhibits A & B are referred to as the "Parking Area"

3. **LICENSE:** CMSA hereby grants to Licensee an exclusive License to use the designated Parking Area located on Exhibit A until its receipt of CMSA notice to relocate and then a license to use the designated Parking Area located on Exhibit B thereafter twenty-four (24) hours a day Monday through Sunday to park (i) transit buses, (ii) non-revenue vehicles used in connection with transit bus services, and (iii) transit bus drivers' and supervisors' personal vehicles, and for pre- and post-trip inspections of transit buses and other similar activities (excluding vehicle maintenance including but not limited to the addition of any petroleum-based fluids to vehicle engines) that are ordinarily incidental to the day to day check-in and check-out of transit buses. In connection with such use, Licensee shall be permitted to place a portable toilet and pre-fabricated storage shed (not to exceed 200 square feet) within the Parking Area shown on **Exhibit A and Exhibit B** subject to Licensee's obligation to relocate both the storage shed and portable toilet upon its receipt of the notice to relocate. Licensee at its own expense shall service and maintain the portable toilet and be solely responsible for the security of the storage shed at all times during the term of this Agreement. Licensee's use of the Parking Area identified on **Exhibit A and Exhibit B** for its employees' personal-vehicle parking and non-revenue vehicle parking shall not exceed fifteen (15) personal vehicles; provided, however, that Licensee's employees shall use such areas only for passenger cars and light-duty pickup trucks, vans, and sport-utility vehicles, and no employee shall leave his or her personal vehicle in the Parking Area or the Property overnight. CMSA will first issue the Licensee a 5-day notice to relocate its buses to the parking area in **Exhibit B**, and in the future issue a second 5-day notice to relocate its vehicles to the area in **Exhibit B**.

4. **ACCESS RIGHTS.** CMSA hereby grants Licensee the right of ingress and egress onto the Property in order to gain access to the Parking Area and to carry out the parking and other related operations set out in section 3. The Licensee's access shall be pursuant to CMSA's security policy and mutually agreed upon access procedures, which are set out in **Exhibit C** hereto.

5. **TERM:** The term of this License shall be month-to-month commencing on the date that the parties execute this Agreement. (Effective Date).

6. **TERM LICENSE FEE:** Licensee shall pay CMSA, as a License Fee of \$6,219.00 on or before the first day of each calendar month. Annually, on July 1, the license fee for the use of the Parking Area shall be increased by the Consumer Price Index (CPI) – All Urban Consumers (San Francisco, Oakland, San Jose Area: Base 1984 = 100) as published by the United States Department of Labor, Bureau of Labor Statistics (the "Index").

**7. INTERFERENCE:** Licensee shall not use the Parking Area in any way which interferes with CMSA access to or use of the other areas of the corporation yard and /or the wastewater facilities located on the Property. Similarly, neither CMSA nor its employees, contractors, vendors, invitees or agents shall use the designated Parking Area or unreasonably interfere with the operations of Licensee within the designated Parking Area, including access to and from the Property. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, cease such interference. CMSA shall not be deemed to be interfering if any such requirements or prohibitions are imposed on the use of the Parking Area, access to the Parking Area and/or the Property as the direct result of another governmental agency.

**8. IMPROVEMENTS:**

CMSA and Licensee agree that certain improvements to the CMSA facilities are necessary and desirable, as described below:

(a) Licensee shall have the right, at its sole expense, (i) to place, service as required and maintain within the Parking Area one (1) storage shed and one (1) portable toilet and (ii) to mark out the parking stalls in the Parking Area depicted in Exhibit B for CMSA to stripe at Licensee's sole expense.

(b) Licensee shall, at Licensee's sole expense, keep and maintain the Parking Area in reasonable condition and repair that is commensurate with its planned use. Upon termination of this License, the Property shall be returned to CMSA in good usable condition, normal wear and tear excepted, with the storage shed and portable toilet removed from the Property. Immediately upon the return of the Property, CMSA shall assume full responsibility for the Property, including but not limited to its maintenance and security.

(c) Licensee shall have 24-hours-a-day, 7-days-a-week access to and use of the Parking Area at all times during the Term at no additional charge to the Licensee.

(d) CMSA, at its own cost, shall be solely responsible for maintaining and securing all of the remaining grounds and structures located at the Property.

**9. TERMINATION.** Except as otherwise provided herein, this License may be terminated with seven (7) days' written notice by CMSA or Licensee.

**10. INSURANCE.**

(a)(1) General Liability Insurance: Licensee shall procure and maintain at its cost at all times during this License a Commercial General Liability Insurance policy with coverage on an occurrence basis with limits of at least One Million Dollars (\$1,000,000) each occurrence and a Two Million Dollars (\$2,000,000.00) aggregate. Such insurance shall be endorsed to include: CMSA, its Board of Commissioners, employees, agents and volunteers as additional insureds as respects both the ongoing operations of Licensee and the work performed by or for the Licensee. Such insurance shall also include a statement that the insurance is primary and waives any right to contributions from insurance or other coverage purchased by, or on behalf of, CMSA

unless the damages are caused by the CMSA's sole negligence or misconduct, and a requirement that the insurer will provide 30 days written notice of cancellation, non-renewal or any material reduction in coverage prior to such action taking effect.

(a)(2) Commercial Automobile Insurance: Licensee shall procure and maintain at its cost at all times during this License a Commercial Automobile Liability Insurance policy with coverage for its own buses, vans or automobiles with limits of at least Five Million Dollars (\$5,000,000.00) combined single limit. Such insurance shall be endorsed to include: CMSA, its Board of Commissioners, employees, agents and volunteers as additional insureds as respects both the ongoing operations of Licensee and the work performed by Licensee, a statement that the insurance is primary and waives any right to contributions from insurance or other coverage purchased by, or on behalf of, CMSA unless the damages are caused by CMSA's sole negligence or misconduct, and a requirement that the insurer will provide 30 days written notice of cancellation, non-renewal or any material reduction in coverage prior to such action taking effect.

(a)(3) Workers' Compensation Insurance: Licensee shall procure and maintain at its cost at all times during this License a Workers' Compensation Insurance policy with statutory limits, including Employers' Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) for any accident or occupational disease. Such insurance shall be endorsed to provide the following: A waiver of the right to subrogate against CMSA, its Board of Commissioners, employees, agents or volunteers unless damages are caused by CMSA's sole negligence or willful misconduct and a requirement that the insurer will provide 30 days written notice of cancellation, non-renewal or any material reduction in coverage prior to such action taking effect.

## **11. INDEMNIFICATION**

(b)(1) Licensee shall indemnify and save harmless CMSA, its Board of Commissioners, agents, employees, and servants from any and all claims, suits, or actions of every name, kind, and description, judgments, cost and expenses, including reasonable attorney fees, brought for, or on account of: (A) injuries to or death of any person, including Licensee's employees, invitees, or any other group or individual accessing the Property to make use of or using the Parking Area pursuant to this license, or (B) damage to any property of any kind whatsoever and to whomsoever belonging located within the access way to and including the Parking Area, and (C) any other loss or cost, including but not limited to that caused by the concurrent passive negligence of CMSA, its Board of Commissioners, agents, employees, or servants, resulting from the Licensee's use of access way to and including the Parking Area pursuant to this Agreement, provided that this shall not apply to injuries or damage for which CMSA is liable by reason of its sole negligence or willful misconduct.

The duty of Licensee to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

Licensee's obligations under this section are contingent upon (i) it receiving prompt written notice of any event giving rise to an indemnity obligation from CMSA and (ii) CMSA's granting to Licensee the right to control the defense and settlement of the same.

(b)(2) CMSA shall indemnify and hold harmless Licensee from and against any and all claims, damages, suits, or actions of every name, kind, and description, judgments, cost and expenses, including reasonable attorney fees, to the extent caused by or arising out of the active negligent acts or omissions or willful misconduct by CMSA or its employees, agents, or contractors in the operations or activities on the Property. Notwithstanding the foregoing, this indemnification shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to Licensee or anyone claiming through Licensee. CMSA's obligations under this section are contingent upon (i) its receiving prompt written notice of any event giving rise to an obligation to Licensee and (ii) Licensee's granting to CMSA the right to control the defense and settlement of the same.

Notwithstanding anything to the contrary in this License, the parties hereby confirm that the provisions of this section shall survive the expiration or termination of this License. Licensee shall not be responsible to CMSA, or any third-party, for any claims, costs or damages including, but not limited to fines and/or penalties attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property or any of the existing structures or improvements located on the Property.

**12. NOTICES:** All notices, requests, demands and other communications shall be in writing to the addresses set forth below. CMSA or Licensee may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Licensee, to:

Matt Wexler  
Chief Executive Officer  
Marin Airporter  
8 Lovell Avenue  
San Rafael, CA 94901  
415 - 256-8833  
matt@marinairporter.com

If to CMSA, to:

Jason Dow  
General Manager  
1301 Andersen Drive  
San Rafael, CA, 94901  
415-459-1455 (Ext. 145)  
jdow@cmsa.us

**13. QUIET ENJOYMENT, TITLE AND AUTHORITY.** CMSA covenants and warrants to Licensee that (i) CMSA has full right, power and authority to execute this License; (ii) it has good and unencumbered title to the Property and the Parking Area; and (iii) execution and performance of this License will not violate any laws, ordinances, covenants, or License, or other agreement binding on CMSA. CMSA covenants that at all times during the term of this License that it will not license the use of the Parking Area to any other person or entity and that Licensee's quiet enjoyment of the Parking Area or any part thereof shall not be disturbed as long as Licensee is not in default beyond any applicable grace or cure period.

**14. ENVIRONMENTAL LAWS.** CMSA represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") in the Parking Area that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. CMSA and Licensee shall not introduce or use any Hazardous Substance on the Parking Area in violation of any applicable law. CMSA shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other re-licenses of any Hazardous Substance not caused solely by Licensee, that have occurred

or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the re-emission of any Hazardous Substance into the environment (collectively, "Actions"), that relate directly to indemnitor's activities on the Property. This Section 19 shall survive the termination or expiration of this License.

**15. JURISDICTION.** This Agreement is made and entered into in Marin County in the State of California and shall be interpreted, construed, and enforced in accordance with the laws of the State of California without reference to its choice of laws rules.

**16. MISCELLANEOUS.**

(a) The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

(b) This License constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this License must be in writing and executed by both parties.

(c) The persons who have executed this License represent and warrant that they are duly authorized to execute this License in their individual or representative capacity as indicated.

(d) If any term of this License is found to be void or invalid, such finding shall not affect the remaining terms of this License, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. The Agreement has been jointly prepared and any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof. No provision of this License will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this License shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(e) This License may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(f) All Exhibits attached to this Agreement are incorporated by reference. Any modifications or amendments to this Agreement shall only be effective if approved in writing by each party.

(g) Licensee shall not idle any of its buses or similar operational vehicles for greater than five (5) minutes before leaving the Parking Area or while in the Parking Area, in compliance with California state law and Air Resources Board regulations.

(h) The persons who have executed this License represent and warrant that they are duly authorized to execute this License in their individual or representative capacity as indicated.

(i) This License may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date notwithstanding the date of signature set forth opposite their signature:

<b>CENTRAL MARIN SANITATION AGENCY</b>	<b>MARIN AIRPORTER, INC.</b>
By: _____ Jason Dow, General Manager	By: _____ Matt Wexler, CEO Marin Airporter
Date:	Date:

CMSA LICENSE AGREEMENT April\_\_ 2026



EXHIBIT A - PARKING AREA



CENTRAL MARIN SANITATION AGENCY

NOTE 1 - LOCATION FOR BUSES, STORAGE CONTAINER, AND PORTABLE TOILET  
NOTE 2 - PARKING IS FOR BUS DRIVER VEHICLES AND NON-REVENUE VEHICLES



# EXHIBIT B - PARKING AREA



## CENTRAL MARIN SANITATION AGENCY

NOTE 1 – LOCATION FOR BUSES, STORAGE CONTAINER, AND PORTABLE TOILET  
NOTE 2 – PARKING IS FOR BUS DRIVER VEHICLES AND NON-REVENUE VEHICLES



## EXHIBIT C

### CMSA Facility Access Protocols

The Licensee and CMSA agree to the below facility access protocols.

#### I. Licensee Staff and Vehicle Access

CMSA will provide each Licensee's employee with an electronic access card that will be programmed to open the main facility entrance gate, the corporation yard vehicle access gate, and corporation yard person gate. The cards will not access the CMSA administrative building and/or other security gates.

Licensee will immediately notify CMSA if an access card is lost, defective, or stolen.

#### II. Prohibited Access Areas

Licensee staff shall not access the CMSA treatment plant or associated buildings or structures without a CMSA staff escort.

CMSA staff shall not access Licensee vehicles or its storage container unless there is an emergency necessitating access for proper response.





**BOARD MEMORANDUM**

April 9, 2026

To: CMSA Commissioners and Alternates

From: Jason Dow, General Manager

**Subject: FY27 Regional Charge Allocation Options**

**Recommendation:** Discuss the FY27 Regional Charge Allocation options, and provide direction to staff as appropriate.

**Summary:** At the March 10, 2026, Board meeting, staff informed the Board that the Agency would be preparing the 4<sup>th</sup> quarter regional charge invoices, and the reconciled regional charge allocation percentages would be used to prepare the FY27 regional charge invoices. Staff requested the Board discuss the regional charge allocation options for FY27 and provide direction on how to proceed with further evaluating the allocation options. The Board directed staff to prepare allocations for 36-month flow/strength, 36-month flow, 12-month flow, and a 36-month dry season flow, and to present a comparison of the allocation options at the April 14, 2026, Board meeting.

**Discussion:** The Agency sent JPA member agencies the FY26 4<sup>th</sup> quarter Regional Charge invoices which included the FY26 flow and strength data reconciliation. The reconciliation process replaces the April 1, 2023 – March 31, 2024, flow, TSS, and BOD data used in the FY26 invoice development with the April 1, 2025 – March 31, 2026, data. The reconciliation results are shown below.

<b>FY26 Flow/Strength</b>	<b>RVSD</b>	<b>SRSD</b>	<b>SD2</b>
Initial Allocation	48.64%	40.18%	11.18%
Initial Charge	\$7,659,389	\$6,327,184	\$1,760,525
Reconciled Allocation	44.76%	41.83%	13.41%
Reconciled Charge	\$7,050,401	\$6,587,012	\$2,111,685
Difference	(\$608,988)	\$259,826	\$351,160

**Table 1**

The reconciliation resulted in credit to RVSD and an additional payment for SDSD and SD2, which was the direct result of relocating the two interceptor samples ports from the lower third to the mid-point of the pipelines.

At the March 10, 2026, Board meeting, the Board discussed potential FY27 regional charge allocation options. The following information was discussed:

1. CMSA’s 2023 NPDES permit with the SF Regional Water Board requiring CMSA to utilize a flow-based charge to its JPA member agencies. This is a requirement that allows CMSA to blend wastewater during elevated wet weather flows.
2. The flow-based charge is designed to be an incentive for JPA member agencies to reduce infiltration and inflow (I/I) into their respective collection systems.
3. Due to the location of RVSD’s service area relative to Mt. Tamalpais, RVSD receives more rainfall than the other service areas resulting in higher I/I volumes.
4. Wastewater strength in each service area and from San Quentin are similar, and are within the normal ranges for municipal wastewater and medium strength wastewater.
5. Using wastewater strength in the CMSA regional charge allocation does not comply with the CMSA NPDES permit requirements and dilutes the I/I reduction incentive.
6. Wastewater flow is continuously monitored while strength samples are taken one day each week, on Tuesday (14% of time).
7. The Ross Valley and San Rafael interceptors are oversized to handle significant wet weather flows. This results in much lower flow velocities, with about 95% of the year being much lower than the 2 ft/s minimum velocity to keep solids suspended in the wastewater.
8. Wastewater solids settle throughout the length of both interceptors, resulting in varying solids concentrations over the length and cross-section of the pipelines.
9. To obtain more representative wastewater solids concentrations, additional samples need to be taken per week, and samples need to be taken from multiple locations on each interceptor.
10. Wastewater samples from the original 1985 sample locations likely contained settled solids resulting in occasional higher solids concentrations, and the relocated locations likely result in lower solids concentrations, since solids have settled in the pipelines.

Based on the above and prior allocation discussions by the Finance Committee, the Board directed staff to determine FY27 allocations using the 36-month flow/strength, 36-month flow, 12-month flow, and 36-month dry season flow alternatives. Table 2 below shows the allocation percentages for the four requested options. Additionally, the Board asked for a “ball park” capital cost estimate to obtain more representative samples from each interceptor.

<b>FY27 Allocation Option</b>	<b>RVSD</b>	<b>SRSD</b>	<b>SD2</b>
36-month flow/strength	44.76%	41.83%	13.41%
36-month flow	47.58%	40.93%	11.49%
12-month flow	45.73%	42.55%	11.72%
36-month dry season flow	46.49%	41.26%	12.25%

**Table 2**

The three following tables show the base FY27 flow/strength charge compared to the FY27 charge for each option. A positive difference represents a higher FY27 charge for that option.

<b>36-month Flow Option</b>	<b>RVSD</b>	<b>SRSD</b>	<b>SD2</b>
FY27 flow/strength charge	\$6,475,250	\$6,051,379	\$1,939,971
36-month flow allocation	47.58%	40.93%	11.49%
36-month flow charge	\$6,883,179	\$5,921,180	\$1,662,241
Difference	\$407,929	(\$130,198)	(\$277,730)

**Table 3**

For the 36-month flow option, RVSD has higher charge while SRSD and SD2 are lower.

<b>12-month Flow Option</b>	<b>RVSD</b>	<b>SRSD</b>	<b>SD2</b>
FY27 flow/strength charge	\$6,475,250	\$6,051,379	\$1,939,971
36-month flow allocation	45.73%	42.55%	11.72%
36-month flow charge	\$6,615,955	\$6,155,576	\$1,695,069
Difference	\$140,705	\$104,197	(\$244,902)

**Table 4**

For the 12-month flow option, RVSD and SRSD have higher charges while SD2 is lower.

<b>36-month Dry Flow Option</b>	<b>RVSD</b>	<b>SRSD</b>	<b>SD2</b>
FY27 flow/strength charge	\$6,475,250	\$6,051,379	\$1,939,971
36-month dry flow allocation	46.49%	41.26%	12.25%
36-month dry flow charge	\$6,725,204	\$5,969,180	\$1,772,216
Difference	\$249,954	(\$82,198)	(\$244,902)

**Table 5**

For the 36-month dry flow option, RVSD has a higher charge while SRSD and SD2 are lower.

### Representative Sampling Cost Estimate

A conceptual level capital cost estimate to install sampling facilities to obtain three additional samples from each interceptor is \$400,000, for a total cost of \$800,000. This cost includes tapping the interceptors, installing piping and appurtenances from the two vaults to the Headworks sampler room, coring concrete walls for the pipe penetrations, trenching and backfilling, purchasing six new sample pumps and samplers, pouring concrete equipment pads, and installing the pumps, samplers, drain piping, and electrical and instrumentation systems and equipment. The cost also includes an allowance for design and estimating contingencies. Staff have not estimated the additional ongoing costs to maintain the new equipment.

Each additional day of sampling requires about 4 hours of staff time to retrieve the sample, perform the analyses, input the results into a database, and reset the sampler equipment. Staff have not estimated the additional ongoing costs to maintain the new equipment.





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**BOARD MEMORANDUM**

April 9, 2026

To: CMSA Commissioners and Alternates

From: Tiffany Elam, Administrative Specialist

Approved: Jason Dow, General Manager

**Subject: March 2026 Informational Items**

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

1. Letter dated March 24, 2026, to Ms. Kerry O’Conner, California Regional Water Quality Control Board  
*Re: Monthly Self-Monitoring Report (SMR) – February 2026*
2. CMSA Renewable Power Summary  
*Re: March 2026*
3. Nutrient Removal Alternatives Evaluation & Facilities Plan Project  
*Re: April 2026*
4. Letter dated March 23, 2026, from Ross Valley Sanitary District Letter to General Manager  
*Re: San Rafael Sanitation District (SRSD) Move Management Services/ Implementation of SRSD Contract*

