



**Central Marin Sanitation Agency**

**COMMISSION REGULAR MEETING AGENDA**

**Tuesday, February 13, 2024**

**Hybrid Meeting**

**6:00 p.m.**

**NOTE:** This is a Hybrid Board meeting and will be held in-person at the Agency 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/81125459243>

**Phone in:**

+1 253 215 8782

**Meeting ID:**

811 2545 9243

**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 [aiacoviello@cmsa.us](mailto:aiacoviello@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 [aiacoviello@cmsa.us](mailto:aiacoviello@cmsa.us).

***CONTINUED ON NEXT PAGE***

## **AGENDA**

1. **6:00 p.m.: Call Meeting to Order/Pledge of Allegiance**

2. **Roll Call**

3. **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.*

4. **Consent Calendar**

- a) Minutes – Regular Board Meeting, January 9, 2024
- b) Treasurer's Report – January 2024
- c) January 2024 NPDES Permit Compliance, Treatment Process, and Maintenance Activities Report
- d) Performance Metric Report – January 2024
- e) FY24 Second Quarter Budget Status Report
- f) Polymer Mixing System Procurement
- g) Chlorine Contact Tank Inlet Gate Replacements

5. **2023 California Water Environment Association Awards – Redwood Empire Section**

*Recommendation: Adopt the Resolution of Appreciation (No. 358) for Agency staff receiving the 2023 awards from the Redwood Empire Section of the CWEA.*

6. **Organic Waste Receiving and Power Delivery Program Report**

*Recommendation: Informational - Receive the report and provide any comments or direction to the General Manager.*

7. **Marin Airporter Site License Agreement Amendment**

*Recommendation: Approve Amendment #1 to the Site License Agreement Between CMSA and Marin Airporter, and provide any comments or direction to the General Manager.*

8. **Authorization to Bid the FY24 Pavement Repair Project (CMSA Contract No. 24-21)**

*Recommendation: Adopt the construction contract documents for the FY24 Pavement Repair Project, and authorize the General Manager to advertise the project for public bidding.*

9. **Food Waste Disposal Services Agreement with Sustainable Organics Solutions**  
*Recommendation: Approve the Food Waste Disposal Services Agreement with Sustainable Organics Solutions LLC, and provide comments or direction to the General Manager, as appropriate.*
10. **February Informational Items**  
*Recommendation: Informational, provide comments or direction to the General Manager, as appropriate.*
11. **North Bay Watershed Association (NBWA) Report\***
12. **Oral Reports by Commissioners\***
13. **Oral Reports by General Manager\***
14. **Next Scheduled Regular Meeting**  
*Tuesday, March 12, 2024 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, January 9, 2024 Via Hybrid Meeting

NOTE: The minutes are an official record of the Board meeting. There are also official audio and video recordings available on the Agency's website at [www.cmsa.us](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/Pledge of Allegiance

Chair Kelly called the meeting to order at 6:01 p.m. A quorum was present.

#### 2. Roll Call

00:00:32

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

Absent: None

Staff Present: Jason Dow, General Manager; and Adrianna Iacoviello, Recording Secretary

Public Present: None

#### 3. Open Period for Public Participation

00:00:45

There were no comments from members of the public.

#### 4. Consent Calendar

00:00:50

a) Minutes – Regular Board Meeting, December 12, 2023

b) Treasurer's Report – December 2023

c) December 2023 NPDES Permit Compliance, Treatment Process, and Maintenance Activities Report

d) Performance Metric Report – December 2023

e) FY24 Asset Management Program 2nd Quarter Report

#### Comments from the Public

There were no comments from members of the public.

Chair Kelly asked for a motion on Consent Calendar items 4a through 4e.

ACTION: Commissioner Boorstein moved to approve Consent Calendar items 4a through 4e; second, Commissioner Bushey.

VOTE: The item was passed unanimously.

AYES: Beckman, Boorstein, Bushey, DiGiovanni, Kelly

NAYS: None

ABSTAIN: None

**5. 2023 Performance Metric Report**

**00:01:05**

GM Dow said that staff prepares monthly and annual performance metric reports for the Agency's core business and services. He highlighted that for the sixth consecutive year, CMSA had no NPDES permit exceedances and is eligible for the NACWA – 6 Platinum Peak Performance Award. He discussed other annual highlights regarding treated wastewater, biosolids production, biogas generation, and various recognition awards to staff.

The Board members made comments on various statistics and commended staff on their hard work over the past 12 months.

Comments from the Public

There were no comments from members of the public.

ACTION: Commissioner Beckman moved to accept the Agency's 2023 Performance Metric Report; second, Commissioner Boorstein.

VOTE: The item was passed unanimously.

AYES: Beckman, Boorstein, Bushey, DiGiovanni, Kelly

NAYS: None

ABSTAIN: None

**6. Installation of Exhaust and Pre-cooler System for the Jenbacher Cogeneration Engine**

**00:05:15**

GM Dow said that CMSA staff, Western Energy Systems (WES), and Carollo Engineers (Carollo), identified an issue where the engine exhaust temperature exceeds the rated operating temperature of the exhaust treatment equipment. He explained that the solution to reduce the exhaust temperature is to install an exhaust pre-cooler system. He said that Extra Work Order No. 3 is for GSE Construction (GSE) to install the WES supplied pre-cooler system. He mentioned that the negotiated GSE installation cost is \$85,467. He said that the installation cost is not included in the FY24 Capital Budget, however, staff will transfer available funds from other FY24 Capital Project accounts to fund the procurement and installation of the pre-cooler system.

Commissioner Beckman asked if rate payers will be financially responsible for the contractor's oversight.

GM Dow responded that determining and appropriating costs due to the design oversight is an important, but separate discussion. He explained that the item before the Board is for their approval of the extra work order to only install the pre-cooler system. He mentioned that staff is having discussions with the contractor and looking into the costs associated with the oversight. He agreed to report the costs back to the Board at a later date.

Commissioner Bushey asked if GSE is responsible for any of the oversight. She also said that WES should reimburse the Agency for the entirety of their mistake.

GM Dow responded that during the Cogeneration Installation Project, CMSA provided GSE equipment that was pre-purchased from WES. He explained that GSE successfully installed the equipment and were not responsible for the oversight of equipment that was not provided to them.

Commissioner DiGiovanni asked if the Agency is paying any premium to GSE for the installation of the system. If so, he mentioned that perhaps WES could reimburse the Agency for that cost as well.

GM Dow is unaware of any premium, but did mention that construction costs are higher now than they were a few years ago. He said that GSE's costs seems reasonable.

Chair Kelly asked how long the Jenbacher would be offline.

GM Dow responded that the Jenbacher would be offline for approximately two weeks. He said that the Waukesha will go online while work is performed on the Jenbacher.

**ACTION:** Commissioner DiGiovanni moved to approve Extra Work Order No. 3 to GSE Construction to install an exhaust pre-cooler system for the Jenbacher cogeneration engine, in the amount of \$85,467, and authorized the General Manager to sign it; second, Commissioner Bushey.

**VOTE:** The item was passed unanimously.

**AYES:** Beckman, Boorstein, Bushey, DiGiovanni, Kelly

**NAYS:** None

**ABSTAIN:** None

#### **7. Biosolids Disposal and Management Agreement with Redwood Landfill**

**00:24:56**

GM Dow said that the current Biosolids Disposal and Management Agreement between CMSA and Redwood Landfill expired on December 31, 2023. He explained that while the agreement allows for automatic one-year extensions, staff proposes executing a new multi-year agreement. He said that CMSA and Redwood Landfill representatives have collaborated on a successor agreement, with almost all terms mirroring those of the December 2018 Agreement. He concluded by highlighting some of the key changes.

The Board asked clarifying questions and GM Dow responded accordingly.

##### Comments from the Public

There were no comments from members of the public.

**ACTION:** Commissioner Boorstein moved to approve the five-year Biosolids Disposal and Management Agreement with Redwood Landfill and authorized the General Manager to sign it; second, Commissioner Beckman.

**VOTE:** The item was passed unanimously.

**AYES:** Beckman, Boorstein, Bushey, DiGiovanni, Kelly

**NAYS:** None

**ABSTAIN:** None

#### **8. January Informational Items**

**00:30:10**

**ACTION:** This item was informational no action was taken.

**9. North Bay Watershed Association (NBWA) Report** **00:30:15**

Commissioner Boorstein reported that the NBWA hosted a social event in lieu of a meeting.

**10. Oral Reports by Commissioners** **00:30:46**

Commissioner Beckman mentioned that the State has released regulations for direct potable reuse and is hopeful to review the new regulations with Marin Municipal Water District.

**11. Oral Reports by General Manager** **00:31:34**

GM Dow referred to his handout and reported:

- Conditional job offers have been extended to Operator candidates; may begin in late-January.
- Five interviews have been scheduled with Administrative Services Manager candidates; aim to extend conditional job offer by the end of January.
- The recruitment for the Accounting/Personnel Technician has begun.
- The Administrative Specialist recruitment begins next week. The current AS will stay on part-time until vacancy is filled.
- A meeting was held with Doris Toy, Paul Causey, and an SRSD consultant to discuss the CMSA-SRSD contracting options and their respective services.

**12. Next Scheduled Meeting** **00:34:08**

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

Chair Kelly adjourned the meeting at 6:35 p.m.

Respectfully submitted,

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Adrianna Iacoviello, Recording Secretary

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Dean DiGiovanni, Secretary



**TREASURER'S REPORT**  
**As of the Month Ended January 31, 2024**

**4b**

| Description  | Account Type       | Book Value              | Market Value (1)        | % Portfolio   | Budget / Proj Year End |
|--|--------------------|-------------------------|-------------------------|---------------|------------------------|
| <b>Cash and Investments:</b>                           |                    |                         |                         |               |                        |
| WestAmerica Bank (See Schedule 1 for Account Activity) | Operating Acct     | \$ 1,861,518.59         | \$ 1,861,518.59         |               |                        |
| US Bank 2015 Revenue Bonds (Restricted)                | Debt Serv Acct     | 1.88                    | 1.88                    |               |                        |
| US Bank 2020 Revenue Bonds (Restricted)                | Project/DS Acct    | 1,552.77                | 1,552.77                |               |                        |
| US Bank 2022 Pension Oblig Bonds (Restricted)          | Debt Serv Acct     | 114.90                  | 114.90                  |               |                        |
| Keenan Benefit Trust (Restricted)                      | Pension Stab Trust | 218,649.81              | 218,649.81              |               |                        |
| CAMP Cash Reserve Pool: 5.54%                          | Investment Acct    | 410,564.60              | 410,564.60              |               |                        |
| Local Agency Investment Fund (LAIF): 4.012%            | Investment Acct    | 23,726,650.06           | 23,726,650.06           |               |                        |
| <b>Total cash and investments</b>                      |                    | <b>\$ 26,219,052.61</b> | <b>\$ 26,219,052.61</b> | <b>100.0%</b> |                        |
| <b>Designations of Cash and Investments:</b>           |                    |                         |                         |               |                        |
| Current Operating Fund (2)                             |                    | \$ 3,965,016.50         | \$ 3,965,016.50         | 15.1%         |                        |
| Debt Service Accounts (Restricted)                     |                    | 1,669.55                | 1,669.55                | 0.0%          |                        |
| Employee Benefit Trust (Restricted)                    |                    | 218,649.81              | 218,649.81              | 0.8%          |                        |
| Capital Reserves (Restricted) (3) - See Schedule 2     |                    | 1,125,251.00            | 1,125,251.00            | 4.3%          | \$ 1,125,252           |
| Operating Reserve (Unrestricted) (4)                   |                    | 4,003,033.75            | 4,003,033.75            | 15.3%         | \$ 4,003,034           |
| Capital Reserves (Unrestricted) (5) - See Schedule 2   |                    | 16,405,432.00           | 16,405,432.00           | 62.6%         | \$ 8,105,877           |
| Contingency and Emergency Reserve (Unrestricted)       |                    | 500,000.00              | 500,000.00              | 1.9%          | \$ 500,000             |
| <b>Total designations of cash and investments</b>      |                    | <b>\$ 26,219,052.61</b> | <b>\$ 26,219,052.61</b> | <b>100.0%</b> |                        |

**NOTES:**

- (1) Market values are per the fiscal agent's respective monthly statements  
(2) Current operating fund is the residual of other designations  
(3) Includes capacity charges and debt service coverage

- (4) Operating reserves calculated at 25% operating budget  
(5) Includes capital fee

**Statement of Compliance**

The above portfolio of investments is in compliance with the Agency's investments policy, adopted annually, and California Government 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.

  
Kenneth Spray, CPA

Administrative Services Manager

FY 24 INVEST-July 2023 to June 2024.xlsx Jan 2024 2/8/2024



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

|                                      |                 |
|--------------------------------------|-----------------|
| Beginning Balance at January 1, 2024 | \$ 1,032,414.73 |
|--------------------------------------|-----------------|

Cash Receipts (Deposits into Westamerica):

|   |                 |
|---|-----------------|
| JPA Service Charges (FY24 Q3: RVSD, SRSD, SD#2)                                 | 3,485,387.76    |
| Debt Service Charges (FY24 Final payment: RVSD, SRSD, SD#2)                     | 729,651.79      |
| Capacity Charges: (SRSD: 27 FU, 1 SFD)  | 25,757.05       |
| Permit and Inspection Fees  | 3,829.01        |
| Revenue from Septage Haulers & RVs  | 13,959.98       |
| Revenue from Organic Waste Programs   | 15,502.92       |
| Health & Safety Program Revenue (NSD: FY24 3Q Salary/Benefits) & 2Q expenses    | 30,000.81       |
| SQSP Wastewater Services Contract (FY24 Nov)                                    | 136,172.09      |
| SQ Village Operations & Maintenance Contract (FY24 Nov)                         | 760.45          |
| Marin Airpporter Property Use (FY24 Jan) and reimbursement for damaged gate     | 15,432.18       |
| Marin Clean Energy electricity generation (FY24 Oct-Nov)                        | 12,520.80       |
| CalRecycle Grant Reimbursement  | 724,256.56      |
| Miscellaneous Reimbursements: From vendors - Staples, FedEx, and Diamond Diesel | 1,487.88        |
|   | \$ 5,194,719.28 |
| Total Cash Receipts   | \$ 5,194,719.28 |

Cash Disbursements (Withdrawals from Westamerica):

|   |                 |
|---|-----------------|
| January 2024 Operating account disbursements register (see Schedule 1a)                     | \$ 885,330.68   |
| Regular Payroll paid 01/12/24   | 206,706.09      |
| Regular Payroll paid 01/26/24   | 169,072.46      |
| Board compensation reported as full stipend on Disbursement Register (paid January payroll) | (1,125.00)      |
| Final Separation Pay (2)  | 6,064.46        |
| Transfers to EFTPS Federal Payroll Taxes (01/12, 01/19, 01/26)                              | 99,224.63       |
| Transfers to LAIF   | 3,000,000.00    |
| January bank reconciliation adjustments   | 194.31          |
| Bank and Credit Card Fees   | 147.79          |
|   | \$ 4,365,615.42 |
| Total Cash Disbursements  | \$ 4,365,615.42 |
| Ending balance at January 31, 2024  | \$ 1,861,518.59 |



**Central Marin Sanitation Agency**  
**Schedule 1a - Operating Account Disbursements Register**  
**For the Month of January 2024**

| Number  | Date      | Vendor/Payee                     | Amount    | Description   |
|---------|-----------|----------------------------------|-----------|---|
| 2024824 |           |                                  |           | Last check from prior month's register  |
| 2024825 | 1/2/2024  | Byron Jones                      | 167.79    | Reimbursement for retiree health benefits   |
| 2024826 | 1/2/2024  | Phillip Frye                     | 167.79    | Reimbursement for retiree health benefits   |
| 2024827 | 1/2/2024  | Gretchen Mueller                 | 864.41    | Reimbursement for retiree health benefits   |
| 2024828 | 1/2/2024  | California State Disbursement    | 972.11    | Garnishment for PPE 12/23/2023  |
| 2024829 | 1/3/2024  | BWS Distributors, Inc.           | 311.60    | Calibration gas   |
| 2024830 | 1/3/2024  | CSRMA                            | 85,075.00 | Pooled liability, 12/31/2023-12/31/2024   |
| 2024831 | 1/3/2024  | CWEA TCP                         | 221.00    | Membership fee (1 employee)   |
| 2024832 | 1/3/2024  | Dean DiGiovanni                  | 279.00    | Employee Per Diem: CASA conference  |
| 2024833 | 1/3/2024  | Dillon Rhoten                    | 230.00    | Employee Exp Reimb: Safety boots  |
| 2024834 | 1/3/2024  | EDIS                             | 1,085.00  | Dental insurance deposit replenishment, January 2024  |
| 2024835 | 1/3/2024  | Harrington Industrial Plastics   | 3,067.69  | PVC fittings annual restock   |
| 2024836 | 1/3/2024  | Hasa Inc.                        | 29,544.92 | Sodium hypochlorite (2 deliveries)  |
| 2024837 | 1/3/2024  | James Clark                      | 213.32    | Employee Exp Reimb: Safety boots  |
| 2024838 | 1/3/2024  | Jason Dow                        | 257.00    | Employee Per Diem: CASA conference  |
| 2024839 | 1/3/2024  | Kemira                           | 16,234.72 | Ferric chloride (1 delivery)  |
| 2024840 | 1/3/2024  | Marin Resource Recovery Center   | 110.00    | Yard waste disposal   |
| 2024841 | 1/3/2024  | Marin Water                      | 3,835.67  | Water service (3 invoices), 11/10-12/09/2023  |
| 2024842 | 1/3/2024  | Metal Service Center             | 1,061.45  | Steel for Headworks rag bin repairs   |
| 2024843 | 1/3/2024  | Motion Industries, Inc.          | 4,797.55  | New hydraulic pack for Biosolids Hopper   |
| 2024844 | 1/3/2024  | Occupational Health Centers      | 249.00    | Hearing tests (3 employees)   |
| 2024845 | 1/3/2024  | P.G.E.                           | 13,226.40 | Electricity service, 12/20-01/18/2024   |
| 2024846 | 1/3/2024  | Shamrock Building Materials      | 94.30     | Propane   |
| 2024847 | 1/3/2024  | SPURR                            | 9,239.94  | Natural gas supply, November 2023   |
| 2024848 | 1/3/2024  | Staples                          | 470.34    | Office supplies   |
| 2024849 | 1/3/2024  | Super Bright Leds, Inc           | 38.87     | Light bulbs   |
| 2024850 | 1/3/2024  | United initiators Canada Ltd.    | 13,633.80 | Hydrogen peroxide (1 delivery)  |
| 2024851 | 1/3/2024  | Univar USA Inc                   | 19,595.96 | Sodium bisulfite (3 deliveries)   |
| 2024852 | 1/3/2024  | USA BlueBook **                  | 197.51    | Socket wrench   |
| 2024853 | 1/3/2024  | Wells Fargo Vendor               | 757.22    | Lease payment for three printer/copiers, 11/20-12/19/2023   |
| 2024854 | 1/12/2024 | California State Disbursement    | 972.11    | Garnishment for PPE 01/06/2023  |
| 2024855 | 1/12/2024 | Black & Veatch                   | 14,888.00 | Prof Svcs: Centrifuge dewatering improvements project   |
| 2024856 | 1/12/2024 | Compactor Management Co.         | 4,966.44  | Rag bin replacements  |
| 2024857 | 1/12/2024 | Dealers Industrial Equipment     | 2,783.76  | Odor control fan motor and one RAS pump VFD replacement (2 invoices)  |
| 2024858 | 1/12/2024 | Dee Consultants LLC              | 861.00    | Prof Svcs: CM for Liquid Organic Waste Receiving and Biogas Treatment Upgrades Project, December 2023               |
| 2024859 | 1/12/2024 | Dossett, Garrett                 | 237.55    | Employee Exp Reimb: Safety glasses  |
| 2024860 | 1/12/2024 | FactoryMation                    | 165.08    | Electromechanical relay module and replacement PCB relay  |
| 2024861 | 1/12/2024 | Fastenal Company                 | 937.18    | Maintenance vending machine replenishment, December 2023  |
| 2024862 | 1/12/2024 | Federal Express                  | 1,809.01  | Freight charge for six electrical breakers  |
| 2024863 | 1/12/2024 | Flyers Energy LLC                | 3,167.44  | Diesel exhaust fluid for Jenbacher emissions control systems and oil for effluent pump station (2 invoices)         |
| 2024864 | 1/12/2024 | GADDIS INC                       | 627.87    | Mechanical seal for Headworks sample pump   |
| 2024865 | 1/12/2024 | Gallagher Benefit Svcs Inc       | 6,000.00  | Recruitment for Accounting Technician   |
| 2024866 | 1/12/2024 | Home Depot Credit Services       | 588.81    | Maintenance parts and supplies, December 2023   |
| 2024867 | 1/12/2024 | Jackson's Hardware               | 663.60    | Hardware supplies, December 2023  |
| 2024868 | 1/12/2024 | JOHNSON CONTROLS FIRE PROTECTION | 8,475.14  | Fire panel repair and programming   |
| 2024869 | 1/12/2024 | Lystek International LTD         | 16,678.18 | Biosolids beneficial reuse fee, December 2023   |
| 2024870 | 1/12/2024 | Marin Color Service              | 782.12    | Paint and painting supplies, December 2023  |
| 2024871 | 1/12/2024 | McMaster-Carr Supply Co.         | 4,572.01  | PVC pipes, stud anchors, welding panel, gear rack, chain hoist, screws, and misc. tools and supplies, December 2023 |
| 2024872 | 1/12/2024 | Motion Industries, Inc.          | 4,993.56  | Expansion joint replacements and one drive motor (2 invoices)   |
| 2024873 | 1/12/2024 | Muniquip, Inc.                   | 3,256.66  | Headworks sample pump   |
| 2024874 | 1/12/2024 | Nickell Fire Protection Inc      | 855.00    | Fire sprinkler inspections (1st quarter)  |
| 2024875 | 1/12/2024 | P.G.E.                           | 143.90    | Sir Francis Drake pump station electricity service, 12/20-01/18/2024  |
| 2024876 | 1/12/2024 | Pacific EcoRisk                  | 5,655.00  | NPDES species screening and Chronic toxicity testing, (2 invoices)  |
| 2024877 | 1/12/2024 | Platt                            | 2,439.38  | SD2 PS Maint: Polaris parts (Note B) (1 invoice); Breaker replacements (1 invoice)                                  |
| 2024878 | 1/12/2024 | Polydyne, Inc.                   | 80,599.42 | Clarifloc polymer (1 delivery)  |
| 2024879 | 1/12/2024 | Progent Corporation              | 99.95     | IT support, January 2024  |
| 2024880 | 1/12/2024 | Sentry                           | 2,475.00  | 2024 Annual CAPEX support renewal charge  |
| 2024881 | 1/12/2024 | United initiators Canada Ltd.    | 13,680.30 | Hydrogen peroxide (1 delivery)  |

**Central Marin Sanitation Agency**  
**Schedule 1a - Operating Account Disbursements Register**  
**For the Month of January 2024**

| Number                | Date      | Vendor/Payee                            | Amount            | Description   |
|-----------------------|-----------|---|-------------------|---|
| 2024882               | 1/12/2024 | Water Components & Bldg. Supp.          | 2,066.49          | Dual wall 10" HDPE pipe for V-ditch hillside repairs                                      |
| 2024883               | 1/18/2024 | A and S Landscape Materials, Inc        | 133.50            | Landscape supplies  |
| 2024884               | 1/18/2024 | American Society of Safety              | 265.00            | Membership fee renewal  |
| 2024885               | 1/18/2024 | American Textile & Supply Inc           | 240.84            | Catch basin insert  |
| 2024886               | 1/18/2024 | AT&T Corp                               | 187.83            | Monthly internet fee  |
| 2024887               | 1/18/2024 | Automation Direct Co., Inc.             | 1,656.78          | Input/Output Modules for Lab RTD Project  |
| 2024888               | 1/18/2024 | Collicutt Energy                        | 4,205.31          | New jacket water heater   |
| 2024889               | 1/18/2024 | Comcast                                 | 212.98            | Internet service, 12/04-01/03/2024  |
| 2024890               | 1/18/2024 | Compactor Management Co.                | 1,589.20          | Rag bin replacements  |
| 2024891               | 1/18/2024 | Dossett, Garrett                        | 319.00            | Employee Exp Reimb: CWEA membership fee and Mechanic Tech Grade I                         |
| 2024892               | 1/18/2024 | Fastenal Company                        | 734.41            | Maintenance vending machine replenishment, December 2023                                  |
| 2024893               | 1/18/2024 | Forster & Kroeger Landscape Maintenance | 26,000.00         | V-ditch hillside maintenance - Retaining wall installation                                |
| 2024894               | 1/18/2024 | Frank A. Olsen Co                       | 10,359.63         | SD2 PS Maint: 8" Isolation and bypass valves replacement (Note B) (1 invoice)             |
| 2024895               | 1/18/2024 | Goldstreet Design Agency Inc            | 720.00            | Website hosting   |
| 2024896               | 1/18/2024 | Hasa Inc.                               | 43,361.22         | Sodium hypochlorite (3 deliveries)  |
| 2024897               | 1/18/2024 | Horizon Dist. Inc                       | 606.25            | Utility and janitorial supplies, December 2023  |
| 2024898               | 1/18/2024 | Kone Inc                                | 191.33            | Elevator monthly maintenance, December 2023   |
| 2024899               | 1/18/2024 | Linde Gas and Equipment                 | 45.24             | Propane   |
| 2024900               | 1/18/2024 | Marin Resource Recovery Center          | 60.00             | Trash disposal  |
| 2024901               | 1/18/2024 | Marin Sanitary Service - 0004321        | 1,054.03          | Recycling disposal, December 2023   |
| 2024902               | 1/18/2024 | Marin Sanitary Service - 0033224        | 1,500.00          | Grit box, December 2023   |
| 2024903               | 1/18/2024 | McInerney & Dillon, P.C.                | 368.00            | Legal services: Contract Law, December 2023   |
| 2024904               | 1/18/2024 | Moody's Investors Service               | 1,500.00          | Account maintenance fee   |
| 2024905               | 1/18/2024 | PG&E                                    | 160.15            | Renewable energy expansion, January 2024  |
| 2024906               | 1/18/2024 | PlanetBids, LLC                         | 9,575.00          | Vendor and bid management one time setup fee  |
| 2024907               | 1/18/2024 | Reinholdt Engineering Construction      | 2,700.00          | UST annual and triennial secondary containment test                                       |
| 2024908               | 1/18/2024 | Rubenstein Supply Co.                   | 90.33             | Rubber couplings  |
| 2024909               | 1/18/2024 | Univar USA Inc                          | 9,854.87          | Sodium bisulfite (1 delivery)   |
| 2024910               | 1/18/2024 | Waste Management                        | 12,206.23         | Biosolids disposal, December 2023   |
| 2024911               | 1/18/2024 | Western Exterminator Co., Inc.          | 257.75            | Pest control  |
| 2024912               | 1/18/2024 | Woodland Center Auto Supply             | 28.38             | Auto parts  |
| 2024913               | 1/19/2024 | Antonette Monsada                       | 367.00            | Employee Per Diem: PITTCON conference   |
| 2024914               | 1/19/2024 | Atmospheric Analysis                    | 645.00            | Biogas siloxanes analysis, December 2023  |
| 2024915               | 1/19/2024 | CAL-CARD                                | 7,073.59          | State of California Purchase Card, November-December 2023                                 |
| 2024916               | 1/19/2024 | Clipper Controls                        | 851.95            | Pump assembly for Lab sampler replacement   |
| 2024917               | 1/19/2024 | Enthalpy Analytical, LLC                | 800.00            | PCB monitoring  |
| 2024918               | 1/19/2024 | Evoqua Water Tech LLC                   | 903.76            | Laboratory DI water tank refills (2 invoices)   |
| 2024919               | 1/19/2024 | Fisher Scientific                       | 821.05            | Lab supplies, December 2023   |
| 2024920               | 1/19/2024 | Hach Company                            | 285.15            | Small tools   |
| 2024921               | 1/19/2024 | Hagel Supply Co.                        | 496.16            | Utility and janitorial supplies, December 2023  |
| 2024922               | 1/19/2024 | Harrington Industrial Plastics          | 189.20            | PVC pipes   |
| 2024923               | 1/19/2024 | IDEXX Distribution Inc                  | 1,341.35          | Interolert (100-pack) and filters (50-pack) for Lab                                       |
| 2024924               | 1/19/2024 | KnowBe4                                 | 1,514.70          | Security awareness training subscription, 05/05/2024-05/04/2025                           |
| 2024925               | 1/19/2024 | MadgeTech Inc                           | 217.00            | Calibration service kit   |
| 2024926               | 1/19/2024 | Marin Sanitary Service - 0027511        | 6,229.08          | Rag bins disposal, December 2023  |
| 2024927               | 1/19/2024 | Rock Steady Juggling                    | 500.00            | Public Ed Program: Presentation at one school (Note B)                                    |
| 2024928               | 1/19/2024 | State Water Resources Ctrl Brd          | 1,818.00          | Annual permit fee   |
| 2024929               | 1/26/2024 | Aleshire & Wynder LLP                   | 1,050.00          | Legal Services: Employment Law, December 2023   |
| 2024930               | 1/26/2024 | CWEA TCP                                | 700.00            | CWEA Redwood Empire dinner meeting (14 employees)   |
| 2024931               | 1/26/2024 | Frank A. Olsen Co                       | 3,682.47          | 4" Dezurik isolation valves   |
| 2024932               | 1/26/2024 | Kennedy/Jenks Consultants Inc           | 17,024.80         | Prof Svcs: Design - Organic waste receiving station hatch widening project, December 2023 |
| 2024933               | 1/26/2024 | Univar USA Inc                          | 9,777.66          | Sodium bisulfite (1 delivery)   |
| 2024934               | 1/26/2024 | California State Disbursement           | 972.11            | Garnishment for PPE 01/20/2023  |
| <b>TOTAL - CHECKS</b> |           |   | <b>578,882.61</b> |   |

**Central Marin Sanitation Agency**  
**Schedule 1a - Operating Account Disbursements Register**  
**For the Month of January 2024**

| Number                  | Date                              | Vendor/Payee       | Amount   | Description |
|-------------------------|-----------------------------------|--------------------|--|-------------|
| <b>Payments by ACH:</b> |                                   |                    |  |             |
| Date                    | Vendor/Payee                      | Amount             | Description  |             |
| 1/3/2024                | Amazon                            | 563.99             | Office supplies and computer equipment, December 2023                          |             |
| 1/26/2024               | Amazon                            | 21.43              | Office supplies and computer equipment, December 2023                          |             |
| 1/3/2024                | Cal Public Medical                | 88,687.17          | Medical insurance  |             |
| 1/12/2024               | CalPERS                           | 47,777.35          | Retirement pension contribution: Agency and employees, PPE 01/06/2024 (Note C) |             |
| 1/26/2024               | CalPERS                           | 47,777.32          | Retirement pension contribution: Agency and employees, PPE 01/20/2024 (Note C) |             |
| 1/26/2024               | CalPERS                           | 382.00             | Retirement pension contribution: Agency and employees, PPE 01/26/2024 (Note C) |             |
| 1/12/2024               | Carollo                           | 2,238.75           | Prof Svcs: Grit classifiers replacement project, November 2023                 |             |
| 1/19/2024               | Carollo                           | 6,508.25           | Prof Svcs: Grit classifiers replacement project, December 2023                 |             |
| 1/12/2024               | Employment Development Department | 21,575.02          | State and SDI Taxes, PPE 01/06/2024  |             |
| 1/19/2024               | Employment Development Department | 36.78              | State and SDI Taxes, for paycheck 01/19/2024                                   |             |
| 1/26/2024               | Employment Development Department | 15,781.45          | State and SDI Taxes, PPE 01/20/2024  |             |
| 1/26/2024               | Employment Development Department | 563.53             | State and SDI Taxes, for paycheck 01/26/2024                                   |             |
| 1/3/2024                | IEDA                              | 960.89             | Labor relations consulting   |             |
| 1/3/2024                | Lincoln Financial Group           | 2,706.69           | Life insurance   |             |
| 1/12/2024               | Mission Square                    | 1,800.00           | Deferred compensation contributions, PPE 01/06/2024 (Note A)                   |             |
| 1/26/2024               | Mission Square                    | 1,800.00           | Deferred compensation contributions, PPE 01/20/2024 (Note A)                   |             |
| 1/26/2024               | Mission Square                    | 250.00             | Deferred compensation contributions, PPE 01/26/2024 (Note A)                   |             |
| 1/12/2024               | Navia Benefit Solutions           | 898.09             | Flexible spending account, PPE 01/06/2024                                      |             |
| 1/26/2024               | Navia Benefit Solutions           | 898.09             | Flexible spending account, PPE 01/20/2024                                      |             |
| 1/26/2024               | Navia Benefit Solutions           | 100.00             | Monthly fee  |             |
| 1/12/2024               | Nationwide Retirement             | 23,870.28          | Deferred compensation contributions, PPE 01/06/2024 (Note A)                   |             |
| 1/26/2024               | Nationwide Retirement             | 24,556.61          | Deferred compensation contributions, PPE 01/20/2024 (Note A)                   |             |
| 1/26/2024               | Nationwide Retirement             | 74.09              | Deferred compensation contributions, PPE 01/26/2024 (Note A)                   |             |
| 1/3/2024                | Nitel Inc                         | 1,499.57           | Primary telephone and internet service, December 2023                          |             |
| 1/3/2024                | Payments to 38 retirees           | 9,477.49           | Reimbursement for retiree health benefits                                      |             |
| 1/12/2024               | Public Agency Retirement Svcs     | 322.62             | Retirement pension contribution: Part-time employees, PPE 01/06/2024           |             |
| 1/26/2024               | Public Agency Retirement Svcs     | 379.88             | Retirement pension contribution: Part-time employees, PPE 01/20/2024           |             |
| 1/12/2024               | SEIU Local 1021                   | 1,144.60           | Union dues, PPE 01/06/2024   |             |
| 1/26/2024               | Tyler                             | 6.25               | Transaction fee  |             |
| 1/26/2024               | SEIU Local 1021                   | 1,144.60           | Union dues, PPE 01/20/2024   |             |
| 1/3/2024                | Vision Service Plan (CA)          | 1,520.28           | Vision insurance   |             |
|                         |                                   | <b>TOTAL - ACH</b> | <b>305,323.07</b>  |             |

**Board Member Compensation:**

| Date      | Vendor/Payee       | Amount                                   | Description                          |
|-----------|--------------------|--|--------------------------------------|
| 1/26/2024 | Beckman, Eli       | 225.00                                   | Stipend for 01/09/2024 Board Meeting |
| 1/26/2024 | Boorstein, Michael | 225.00                                   | Stipend for 01/09/2024 Board Meeting |
| 1/26/2024 | Bushey, Maribeth   | 225.00                                   | Stipend for 01/09/2024 Board Meeting |
| 1/26/2024 | Dean DiGiovanni    | 225.00                                   | Stipend for 01/09/2024 Board Meeting |
| 1/26/2024 | Doug Kelly         | 225.00                                   | Stipend for 01/09/2024 Board Meeting |
|           |                    | <b>TOTAL - BOARD MEMBER COMPENSATION</b> | <b>1,125.00</b>                      |

|                    |                   |
|--------------------|-------------------|
| <b>GRAND TOTAL</b> | <b>885,330.68</b> |
|--------------------|-------------------|

Notes:

A: Not an Agency Expense. 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.





**CENTRAL MARIN SANITATION AGENCY**  
**SCHEDULE 2 - CAPITAL RESERVES ACTIVITY SCHEDULE**  
**Year-to-Date as of the Month Ended January 31, 2024**

|   | Monthly<br>Amounts<br>Received<br>(Used) | YTD<br>Amounts<br>Received<br>(Used) |
|---|--|--------------------------------------|
| <b>Restricted Capital Reserves Sources and Uses</b>   |  |                                      |
| Capacity charges revenue                              | \$ 25,757                                | \$ 372,870                           |
| Debt coverage collection revenue                      | 222,331                                  | 1,125,252                            |
|   | <u>248,088</u>                           | <u>1,498,122</u>                     |
| Total restricted capital reserve funding sources      |  |                                      |
| Capacity charges usage for capital (1st)              | (25,757)                                 | (372,871)                            |
| Debt coverage usage for capital (2nd)                 | -  | (1,130,508)                          |
|   | <u>(25,757)</u>                          | <u>(1,503,379)</u>                   |
| Total restricted capital reserve uses                 |  |                                      |
| Net change  |  | (5,257)                              |
| Balance - beg of year                                 |  | 1,130,508                            |
| Balance - end of month/year                           |  | <u>\$ 1,125,251</u>                  |
| <b>Unrestricted Capital Reserves Sources and Uses</b> |  |                                      |
| Capital fee revenue                                   | \$ 316,138                               | \$ 948,413                           |
| Cal Recycle grant proceeds received                   | 724,257                                  | 1,556,349                            |
| Unrestricted operating-reserve-transfer-in            | -  | 1,117,975                            |
|   | <u>1,040,395</u>                         | <u>3,622,737</u>                     |
| Total unrestricted capital reserve funding sources    |  |                                      |
| Capital fee usage to fund CIP (3rd)                   | (316,138)                                | (948,413)                            |
| Unrestricted capital reserve draw (4th)               | (232,671)                                | (1,088,938)                          |
|   | <u>(548,809)</u>                         | <u>(2,037,351)</u>                   |
| Total unrestricted capital reserve uses               |  |                                      |
| Net change  |  | 1,585,386                            |
| Balance - beg of year                                 |  | 14,820,046                           |
| Balance - end of month/year                           |  | <u>\$ 16,405,432</u>                 |
| <b>Total capital reserve balances</b>                 |  | <u>\$ 17,530,683</u>                 |
| <b>Total approved CIP budget</b>                      |  | \$ 7,322,080                         |
| <b>Total CIP funded from capital reserve sources</b>  |  | <u>(3,540,730)</u>                   |
| <b>Total approved capital budget remaining</b>        |  | <u>\$ 3,781,350</u>                  |





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**BOARD MEMORANDUM**

February 8, 2024

To: CMSA Commissioners and Alternates

From: Chris Finton, Treatment Plant Manager

Approved: Jason Dow, General Manager

**Subject: January 2024 NPDES Permit Compliance, Treatment Process, and Maintenance Activities Report**

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

**I. NPDES Permit Compliance**

Our NPDES permit testing for January showed that the CMSA treatment plant effluent was in compliance with all permit limits. The Monthly Compliance Summary Table shows the results by permitted parameter, the sample's frequency, the sample results, and the permit limit. CMSA's NPDES permit specifies monitoring the six-week rolling geometric mean of enterococcus bacteria which shall be calculated weekly. The rolling enterococcus geometric mean was 3.8 MPN, which is significantly lower than our permit limit of 255 MPN. The average ammonia concentration for the month was 17.1 mg/L, which is less than CMSA's monthly limit of 60 mg/L.

**II. Influent and Effluent Flows**

Central Marin temperatures remained relatively mild in January, with daytime highs reaching into the 60's to lows in the mid-40's. The Agency recorded 6.95 inches of rain at its on-site rain gauge and recorded three blend events over five days. Table 1 shows CMSA's daily influent and effluent flows, Table 2 denotes the CMSA treatment plant and each satellite collection agency's daily average and total monthly influent flows, and Table 3 denotes the CMSA treatment plant and each satellite collection agency's total and peak flow rates for January 2024.

**Table 1: CMSA Influent and Effluent Flow Summary**

| Flow Location | Daily Maximum | Hourly Maximum | 5 Minute Maximum | Daily Average |
|---------------|---------------|----------------|------------------|---------------|
| Influent      | 52.8 MG       | 93.0 MG        | 97.9 MG          | 20.0 MGD      |
| Effluent      | 50.6 MG       | 80.4 MG        | 86.4 MG          | 18.7 MGD      |

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

| Flow Type            | SRSD     | RVSD     | San Quentin | SD2     | CMSA Totals |
|----------------------|----------|----------|-------------|---------|-------------|
| Average Daily (MGD)  | 7.4 MGD  | 9.6 MGD  | 0.90 MGD    | 2.1 MGD | 20.0 MGD    |
| Total for Month (MG) | 229.4 MG | 297.8 MG | 27.8 MG     | 65.5 MG | 620.5 MG    |
| Percent of Flow      | 36.9%    | 48.0%    | 4.5%        | 10.6%   | 100%        |

**Table 3: CMSA and Collection System Agency Wet Weather Flows**

| <b>Wet Weather Peak Flow*</b> | <b>San Rafael (SRSD)</b> | <b>Ross Valley (RVSD)</b> | <b>San Quentin (SQPS)</b> | <b>Corte Madera (SD2)</b> | <b>CMSA</b> |
|-------------------------------|--------------------------|---------------------------|---------------------------|---------------------------|-------------|
| 01/22 Total Day's Flow        | 21.1 MG                  | 25.7 MG                   | 1.4 MG                    | 4.6 MG                    | 52.8 MG     |
| Peak Flow Rate                | 43.1 MGD                 | 47.1 MGD                  | 2.9 MGD                   | 10.9 MGD                  | 97.9 MGD    |

\* The time for peak flows and maximum day's flow varies depending on an area's rainfall during the storm.

### **III. Treatment Process**

The treatment plant is currently operating in wet weather mode and has been operating this way since January 31. Three significant rain events, the first on January 14, a second on January 21, and a third on January 31 caused CMSA to blend primary and secondary flows. On January 2, Operations staff temporarily isolated both primary sludge pipelines to allow the installation of two new primary sludge flow meters. One line has a broken open valve at the existing meter, and that equipment will be changed out once the weather improves. On January 4, and again on January 11, staff completed second-round on-site Operator interviews to backfill two available openings in the department. On January 18, Operations assisted Maintenance with unplugging a digested sludge feed line for the centrifuges and assisted with isolating and removing debris in the effluent storage pond drain pump.

The Mixed Liquor Suspended Solids inventory averaged 833 mg/l in January, a 16.7% decrease in inventory from last month. The solids inventory is in alignment with our target Mean Cell Residence Time of 2.9 days.

Graph #3 shows the enterococcus MPN, which represents the effectiveness of the disinfection system's performance. The enterococcus rolling average in January was 3.8 MPN/100mL, well below the Agency KPI average of 35 MPN and well below the permit limit of 255 MPN.

Graph #4 shows the Total Suspended Solids (TSS), which is a good indicator of the effluent quality. The TSS monthly average in January was 7.0 mg/l, which is 46.6% of our KPI of 15 mg/l and 23.3% of our permit's monthly average limit of 30 mg/l.

### **IV. Maintenance Activities**

The cogeneration systems produced approximately 99.4% of the Agency's power in January, and MCE supplied the balance, as depicted on Graph #8.

Most of January's work activities were spent performing process equipment preventative maintenance. Technicians calibrated the fecal coliform water bath in the Laboratory, assisted Johnson Controls with the replacement of the Administration Buildings fire alarm panel CPU and reprogramming of the sensor heads, assisted WES with a 10,000-hour maintenance procedure on the Jenbacher system, charged the batteries to the hilltop radio repeater, repaired a hypochlorite pipe leak in Gallery C, installed missing sections of barbed wire between the Administration Building and a facility access gate. The Utility staff completed painting the walls in the digester basement and spent several days on Andersen Hill tarping and completing spot repairs to the storm drain system.

### **Attachment:**

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

**NPDES Permit Compliance, Treatment Process, and Maintenance Activities Report**  
**January 2024**



The effluent storage pond during a break in a January rain event.



**Monthly Compliance Summary Table**  
**Central Marin Sanitation Agency**  
**January, 2024**  
**Final Effluent Monitoring**

| Parameter  | Limit Type            | NPDES<br>Monitoring<br>Frequency | CMSA<br>Monitoring<br>Frequency | Results | Units     | Limit           |
|--|-----------------------|----------------------------------|---------------------------------|---------|-----------|-----------------|
| Carbonaceous Biochemical<br>Oxygen Demand (cBOD) | Weekly Average        | 1/Week                           | 3/Week                          | 3.9     | mg/L      | Maximum 40      |
|  | Monthly Average       | 1/Week                           | 3/Week                          | 3.7     | mg/L      | Maximum 25      |
| cBOD Removal                                     | Monthly Average       | 1/Week                           | 3/Week                          | 96      | %         | Minimum 85      |
| Total Suspended Solids (TSS)                     | Weekly Average        | 2/Week                           | 3/Week                          | 8.3     | mg/L      | Maximum 45      |
|  | Monthly Average       | 2/Week                           | 3/Week                          | 7.0     | mg/L      | Maximum 30      |
| TSS Removal                                      | Monthly Average       | 2/Week                           | 3/Week                          | 96      | %         | Minimum 85      |
| Chlorine Residual                                | Hourly Average        | Continuous                       | Continuous                      | ND      | mg/L      | Maximum 0.56    |
| Ammonia  | Monthly Average       | 2/Month                          | 1/Week                          | 17.1    | mg/L      | Maximum 60      |
|  | Daily Maximum         | 2/Month                          | 1/Week                          | 22.4    | mg/L      | Maximum 120     |
| pH   | Instantaneous Minimum | Continuous                       | Continuous                      | 6.4     | SU        | Minimum 6       |
|  | Instantaneous Maximum | Continuous                       | Continuous                      | 7.1     | SU        | Maximum 9       |
| <b>Bacteriological Analysis</b>                  |                       |                                  |                                 |         |           |                 |
| Enterococcus                                     | 6-Week Geomean        | 2/Week                           | 3/Week                          | 3.8     | MPN/100mL | Maximum 255     |
|  | 10% Maximum           | 2/Week                           | 3/Week                          | 4.1     | MPN/100mL | Maximum 1,055   |
| <b>Metals Analysis</b>                           |                       |                                  |                                 |         |           |                 |
| Copper   | Daily Maximum         | Monthly                          | Monthly                         | 4.9     | ug/L      | Maximum 84      |
|  | Monthly Average       | Monthly                          | Monthly                         | 4.9     | ug/L      | Maximum 48      |
| Cyanide  | Daily Maximum         | Monthly                          | Monthly                         | ND      | ug/L      | Maximum 37      |
|  | Monthly Average       | Monthly                          | Monthly                         | ND      | ug/L      | Maximum 21      |
| <b>Semiannual and Quarterly Analysis</b>         |                       |                                  |                                 |         |           |                 |
| Mercury  | Weekly Average        | Quarterly                        | Quarterly                       | X       | ug/L      | Maximum 0.072   |
|  | Monthly Average       | Quarterly                        | Quarterly                       | X       | ug/L      | Maximum 0.066   |
|  | Annual Load           | Quarterly                        | Quarterly                       | X       | kg/yr     | Maximum 0.11    |
| Chronic Toxicity                                 | Pass/Fail             | Semiannual                       | Semiannual                      | *       | Pass/Fail | Pass Minimum    |
|  | Effect                | Semiannual                       | Semiannual                      | *       | %         | 50% Maximum     |
|  | Survival              | 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

January 2024

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:          | 195.0 | mg/l | Expected removal efficiencies as outlined in Metcalf & Eddy Wastewater Engineering Manual. |
| TSS out:                                  | 102.3 | mg/l |  |
| Percent Removal Achieved:                 | 47.7  | %    | Design 50-70% Removal  |
| Total Biochemical Oxygen Demand (BOD) in: | 193.0 | mg/l |  |
| BOD out:                                  | 100.0 | mg/l |  |
| Percent Removal Achieved:                 | 48.2  | %    | Design 25-40% Removal  |
| Plant Influent Flows:                     | 20.0  | MGD  |  |

### SECONDARY SYSTEM PERFORMANCE

#### AERATION TANKS/ACTIVATED SLUDGE

|                             |     |      |
|-----------------------------|-----|------|
| Dissolved Oxygen set point: | 2.2 | mg/l |
| MLSS:                       | 833 | mg/l |
| MCRT:                       | 2.9 | Days |
| SVI:                        | 196 |      |

#### SECONDARY CLARIFIERS

|                              |       |      |
|------------------------------|-------|------|
| WAS concentration:           | 6,536 | mg/l |
| TSS out:                     | 5.1   | mg/l |
| Secondary System TSS Removal | 95.0  | %    |

#### FINAL EFFLUENT

|   |      |      |                         |
|---|------|------|-------------------------|
| Effluent TSS for the month:                               | 7.0  | mg/l | (Maximum Limit: 30mg/l) |
| Week #1 weekly average                                    | 5.0  | mg/l | (Maximum Limit: 45mg/l) |
| Week #2 weekly average                                    | 4.3  | mg/l | "                       |
| Week #3 weekly average                                    | 4.0  | mg/l | "                       |
| Week #4 weekly average                                    | 8.3  | mg/l | "                       |
| Week #5 weekly average                                    | n/a  | mg/l | "                       |
| Monthly average TSS removal efficiency through the plant: | 96.0 | %    | (Minimum Limit: 85%)    |

|  |      |      |                         |
|--|------|------|-------------------------|
| Effluent CBOD:   | 3.7  | mg/l | (Maximum Limit: 25mg/l) |
| Week #1 weekly average                                     | 3.7  | mg/l | (Maximum Limit: 40mg/l) |
| Week #2 weekly average                                     | 3.9  | mg/l | "                       |
| Week #3 weekly average                                     | 3.3  | mg/l | "                       |
| Week #4 weekly average                                     | 3.3  | mg/l | "                       |
| Week #5 weekly average                                     | n/a  | mg/l | "                       |
| Monthly average CBOD removal efficiency through the plant: | 96.0 | %    | (Minimum Limit: 85%)    |

|                                       |      |      |                     |
|---------------------------------------|------|------|---------------------|
| Disinfection Dosing Rate:             | 4.5  | mg/l | monthly average     |
| Ammonia Monthly Average:              | 17.1 | mg/l | (Maximum 120)       |
| Enterococcus six-week Geometric Mean: | 3.8  | MPN  | (Maximum 255)       |
| Enterococcus 10% Maximum:             | 4.1  | MPN  | (Maximum 1,055 MPN) |
| Effluent pH for the month:            | Min  | 6.4  | (Min 6.0)           |
|                                       | Max  | 7.1  | (Max 9.0)           |

#### DIGESTER TREATMENT

|   |                    |                         |
|---|--------------------|-------------------------|
| Thickened Waste Concentration from the RDT: | 6.51               | %                       |
| Volatile Solids destroyed:                  | 80.7               | %                       |
| Cubic feet of biogas produced:              | 10,302,030 (Total) | 332,324 (Daily Average) |
| Temperature of the digesters:               | 101.8              | degrees Fahrenheit      |

## EXECUTIVE SUMMARY PROCESS PERFORMANCE DATA

January 2024

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

### DEWATERING

|                                       |       |           |
|---------------------------------------|-------|-----------|
| Centrifuge feed concentration:        | 2.7   | %         |
| Biosolids concentration:              | 25.4  | %         |
| TSS of the centrate:                  | 464   | mg/l      |
| Centrifuge solids capture:            | 98.41 | %         |
| Polymer use per dry ton of biosolids: | 15.4  | #/dry ton |
| Polymer feed rate per run:            | 3.12  | gpm       |
| Concentration of the polymer batches: | 0.328 | %         |
| Sludge feed rate per run:             | 49.8  | gpm       |

### Comments:

Primary TSS removal was slightly lower than expected and this was most likely due to poor removal during two blend events during the month.

### **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 that date.

### **Graph #2:**

*Depicts individual collection agency flows.*

The Y-axis is in the flow range of 0-30 MGD.

### **Graph #3:**

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

The enterococcus average for the month of January was 3.8 MPN, well below the Agency KPI of 35 MPN and permit limit of 255 MPN. Enterococcus remained below the Agency's KPI for the entire month.

### **Graph #4:**

*Depicts the total suspended solids in the effluent.*

Our monthly average was 7.0 mg/l versus our KPI of 15 mg/l and permit monthly average limit of 30 mg/l. The effluent suspended solids concentration remained below the Agency's KPI for the entire month.

### **Graph #5:**

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

The effluent CBOD average was 3.7 mg/l, below our NPDES limits of 40 mg/l weekly and 25 mg/l for the month. The effluent CBOD remained below the Agency's KPI of 15 mg/l for the entire month.

### **Graph #6:**

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

Our biosolids % concentration met or exceeded our KPI of 25% for most of the month. As depicted on the graph, five dewatered samples came from Centrifuge No. 2, which has a bad pressure sensor, impairing its performance, and is now awaiting parts to complete repairs. No dewatering operations were performed on January 12.

### **Graph #7:**

*Depicts the amount of biogas that is produced in the digesters, measured by a flow meter, and then used to produce electricity.*

Biogas production in January averaged 332,324 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. In January, a new Agency record for monthly total power exported was achieved, 116,393 kWh, exceeding the previous record on 91,957 kWh recorded in October 2023.*

## Glossary of Terms

### Process Performance Data Sheet

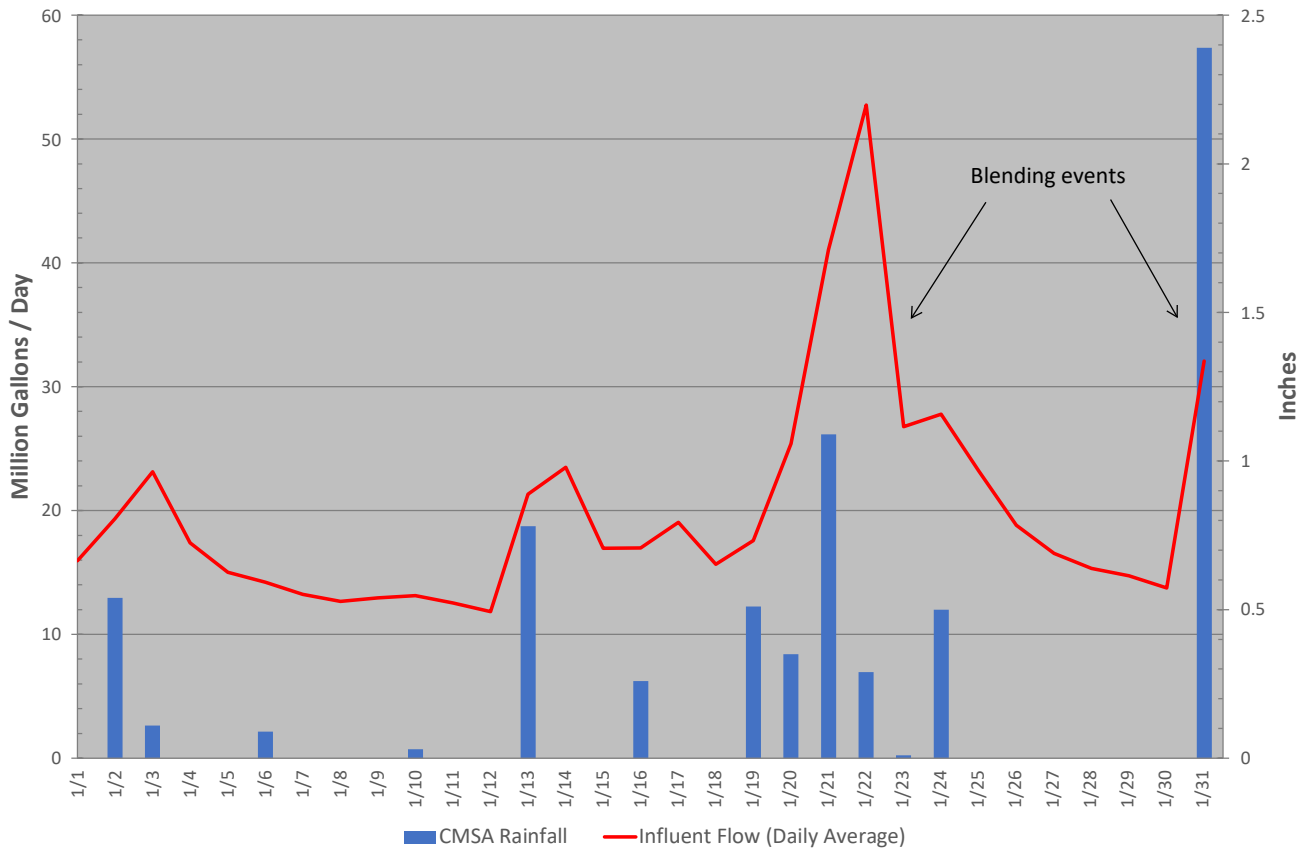
- **Aeration Tanks:** A biological process that takes place after the biotowers, where biomass (microorganisms) is mixed with the wastewater to feed on dissolved and suspended organic material. High speed blowers are used to provide compressed air to mix the tank contents.
- **Anaerobic Digesters:**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

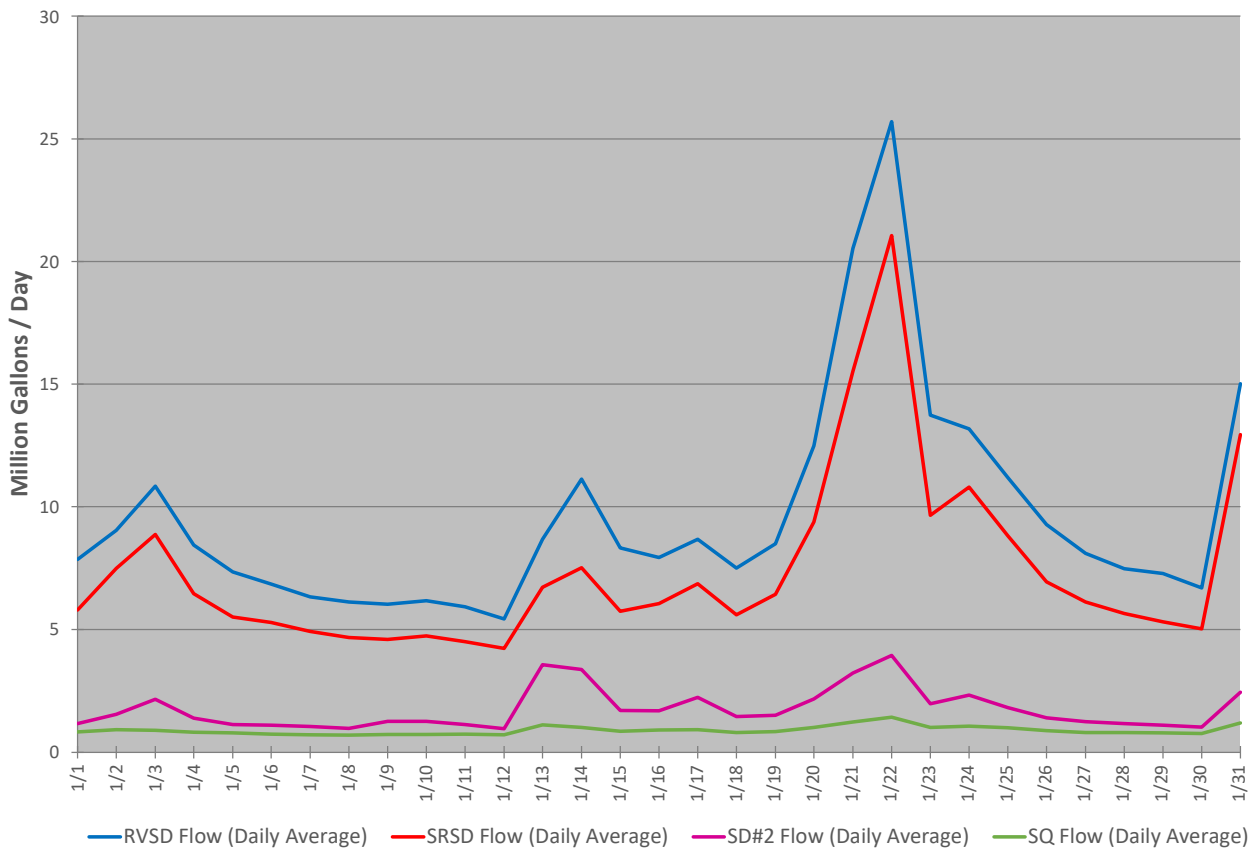
### Units of Measurement

- 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.

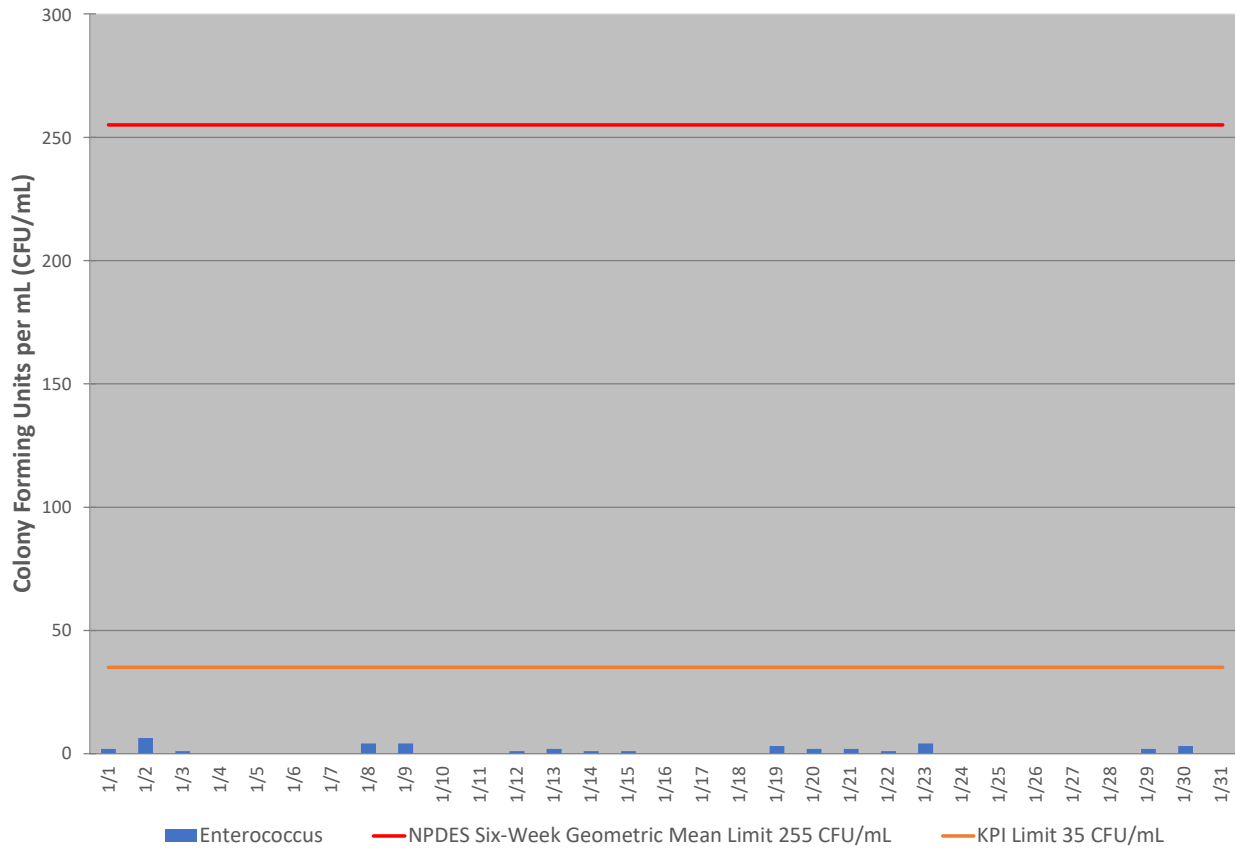
**Graph #1: CMSA Influent Flow and Rainfall**



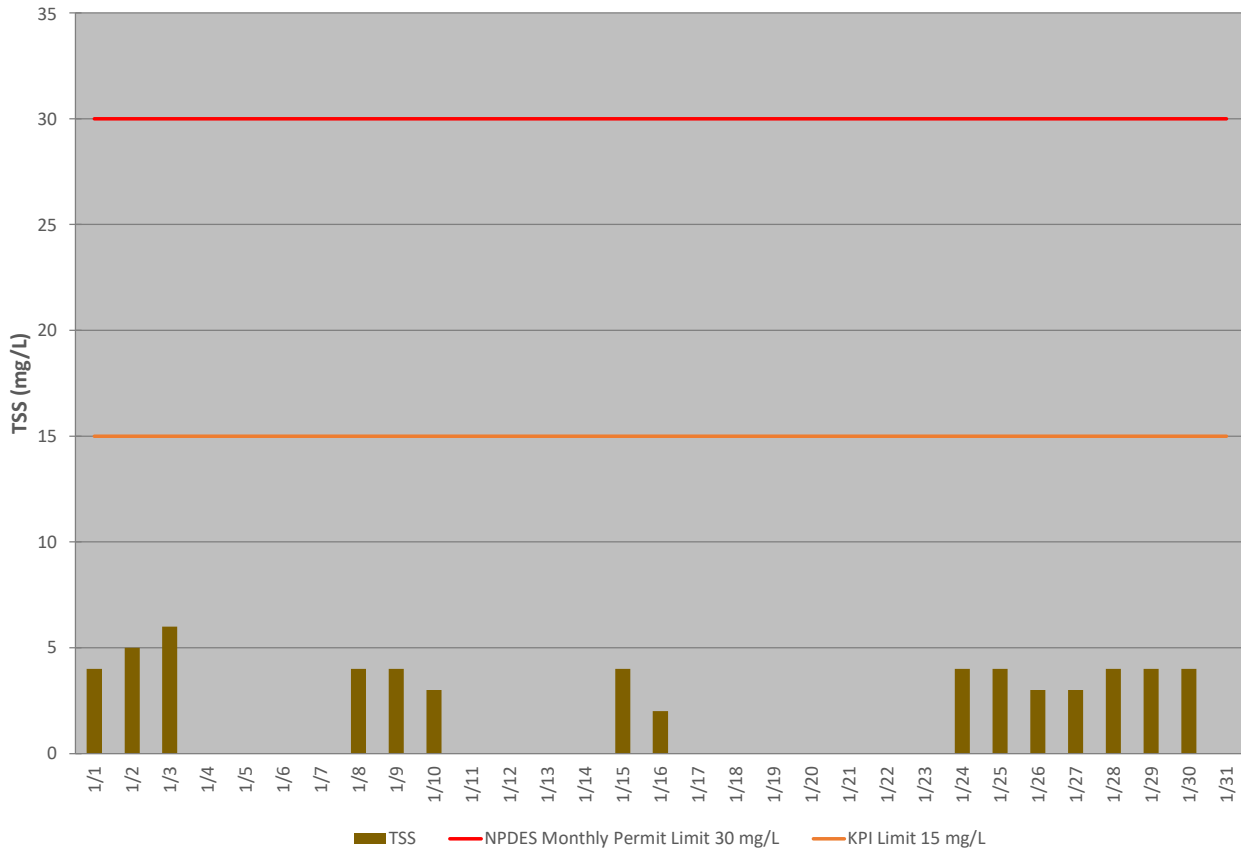
**Graph #2: Collection System Influent Flows**



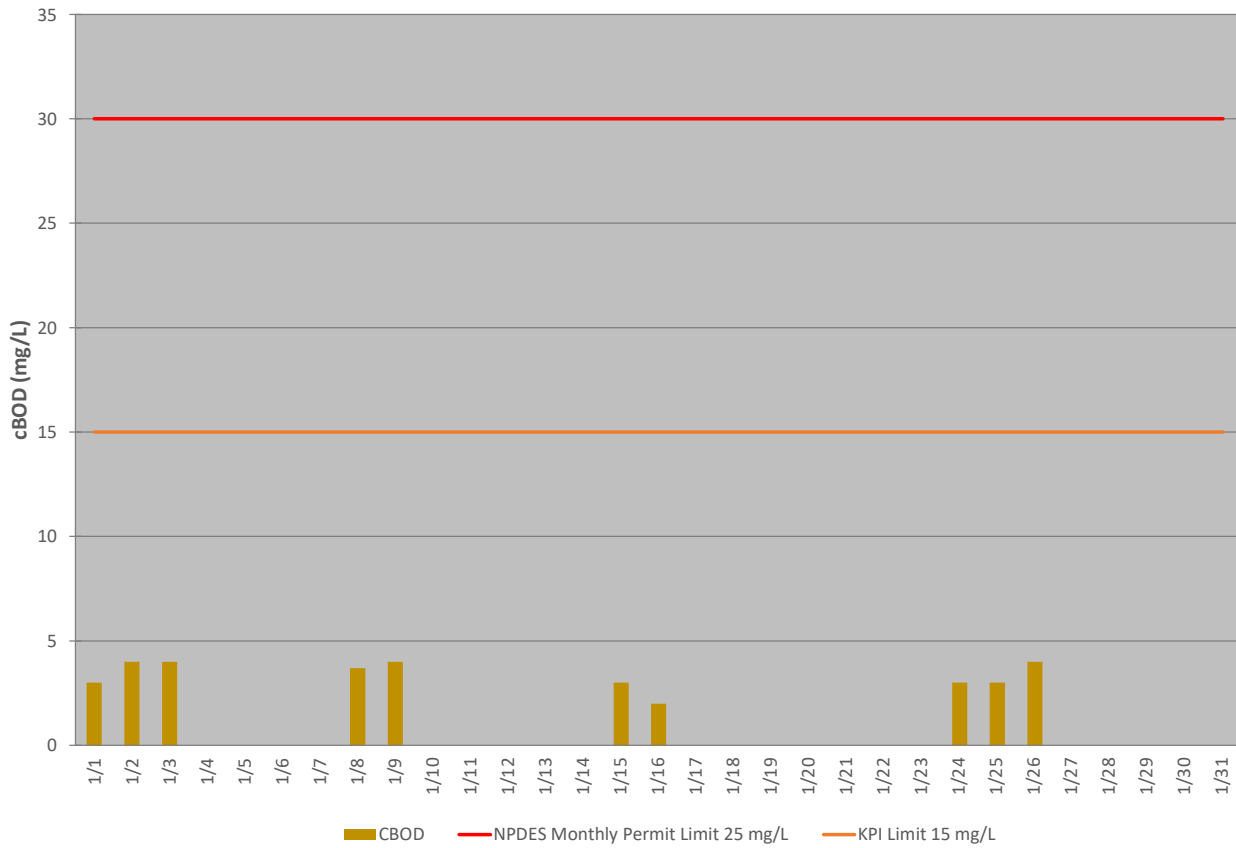
**Graph #3: Enterococcus**



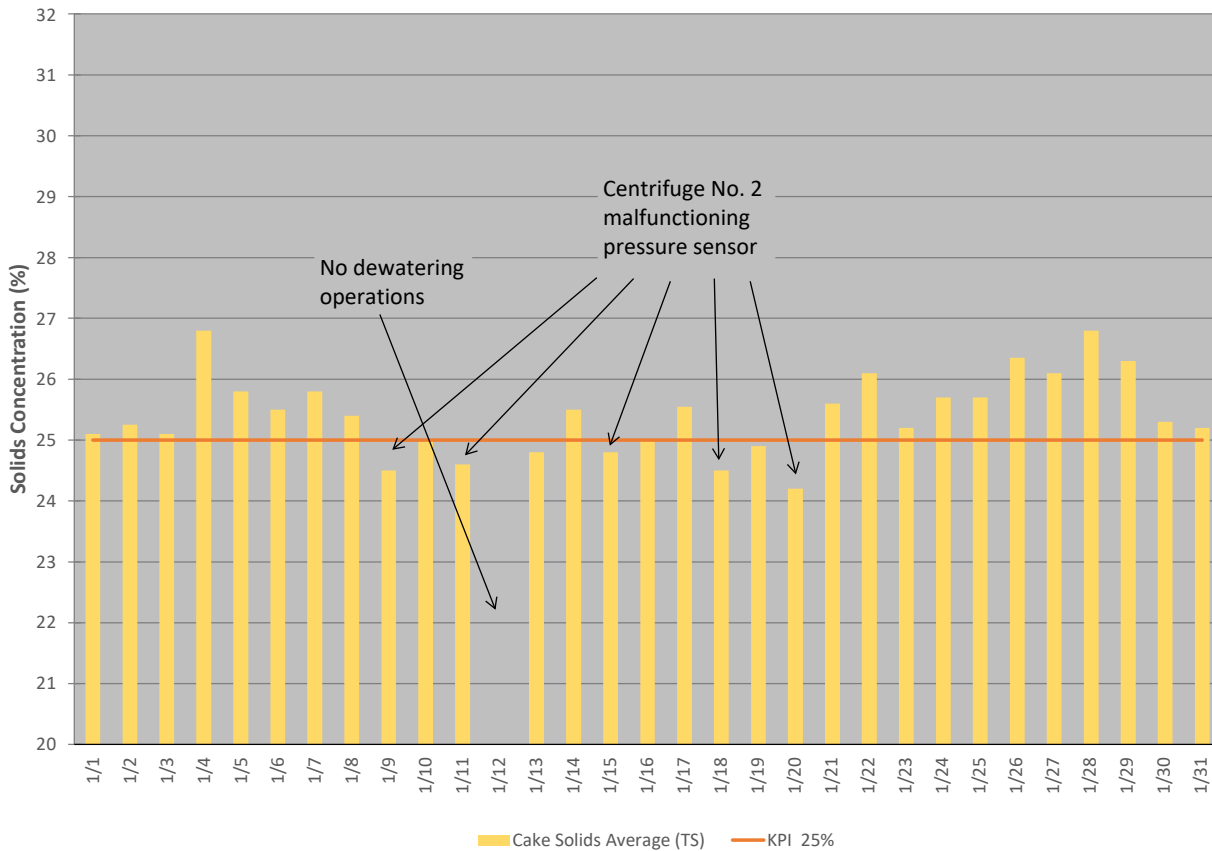
**Graph #4: Final Effluent Total Suspended Solids**



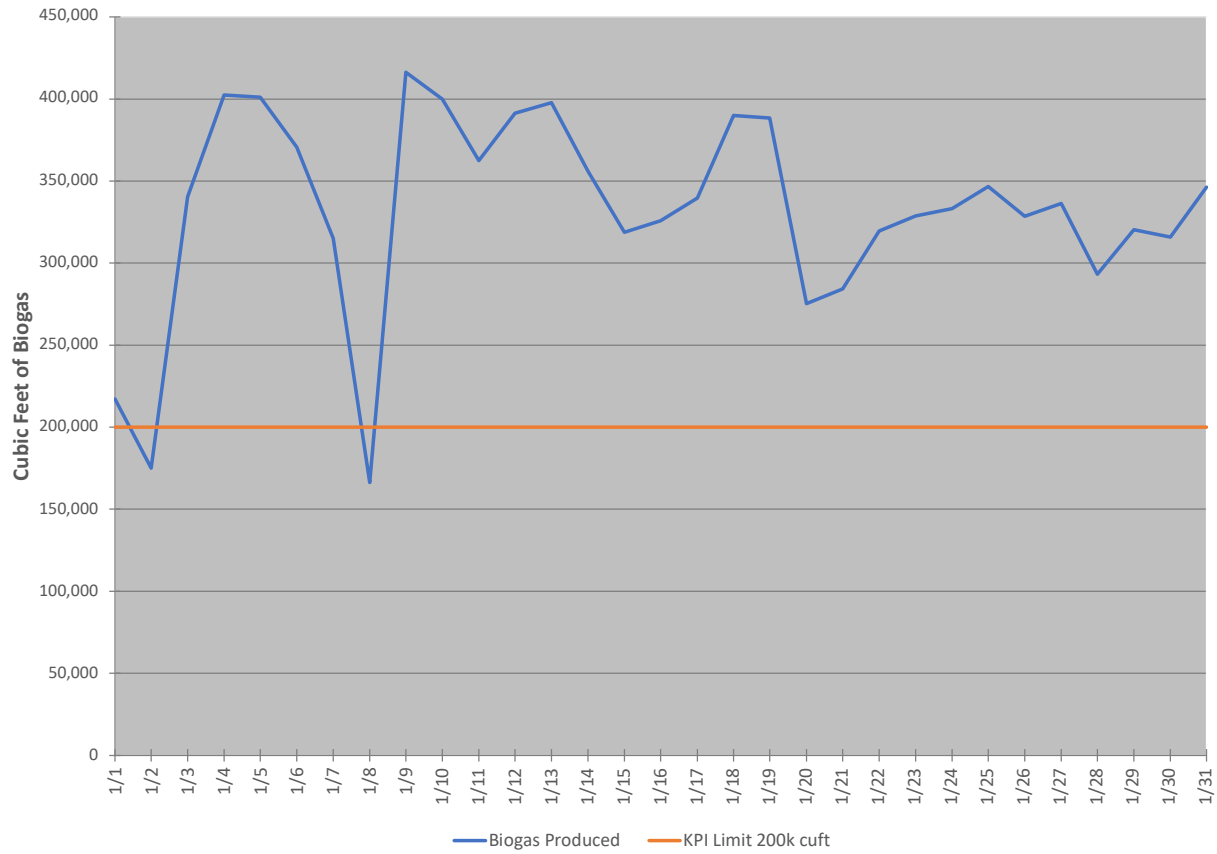
**Graph #5: Carbonaceous Biochemical Oxygen Demand (cBOD)**



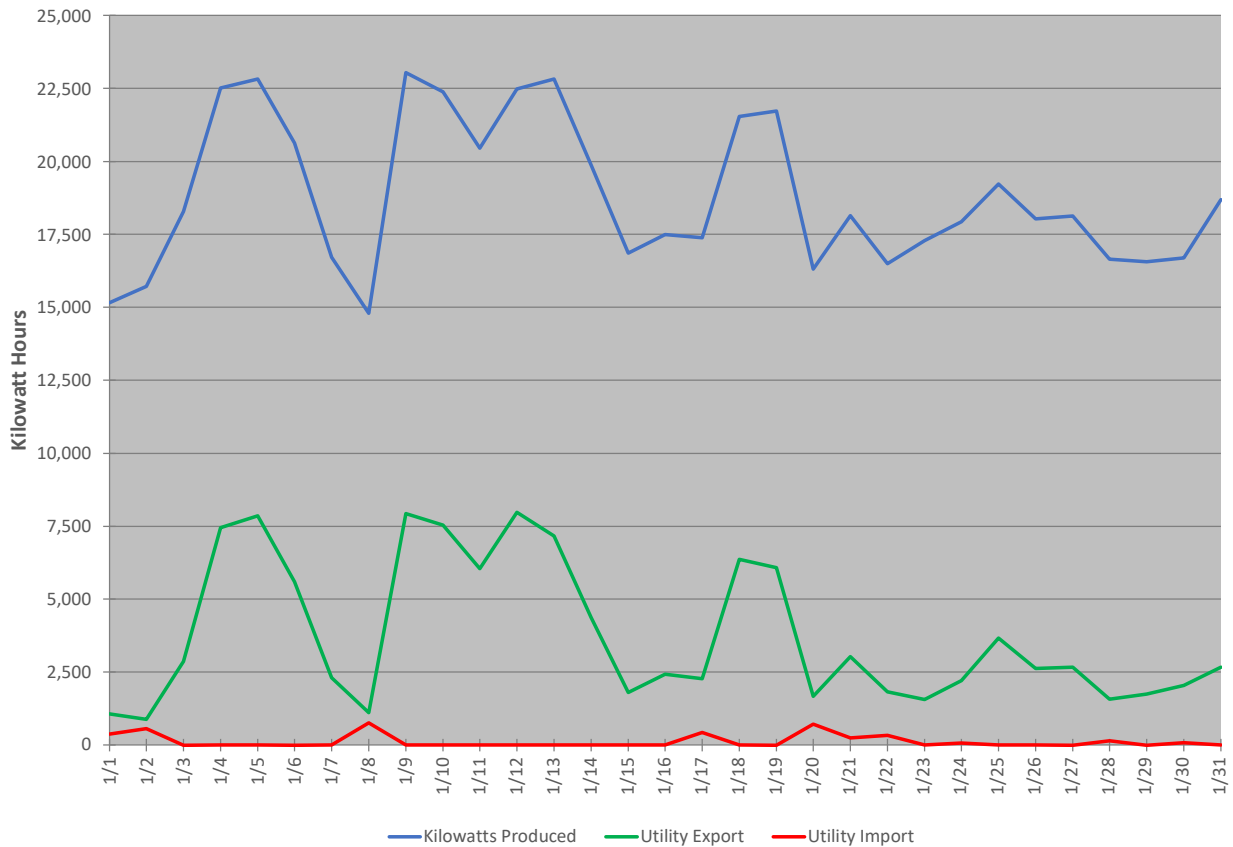
**Graph #6: Biosolids Solids Concentration**



**Graph #7: Biogas Production**



**Graph #8: Power Distribution**







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## BOARD MEMORANDUM

February 8, 2024

To: CMSA Commissioners and Alternates

From: Jason Dow, General Manager

**Subject: Performance Metric Report – January 2024**

**Recommendation:** Accept the January 2024 Performance Metric Report.

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

### Table I – Treatment/Process Metrics

There were several major rain events over the month, influent flows peaked at about 98 MGD on January 22, and blending occurred over five days. Biogas production, cogeneration system runtime on biogas, and cogeneration system uptime (Item 5), due to an increase in organic waste deliveries, significantly exceeded their target ranges.

Final Effluent Mercury removal (Item 5) from Caltest Analytical was not available to report due to instrument issues.

### Table II – Employee Metrics

Training over the month included Bloodborne Pathogen, Fire Extinguisher, and Hazard Communication safety training for selected staff, Under Ground Storage Tank training for several staff, Storm Water Pollution Prevention annual training for technical services staff, and Operations staff received new equipment use training for the Liquid Organic Waste Storage Tank Project.

### Table III – Public Outreach

Four odor notifications were posted to the Agency website and there were no public odor complaints. The notifications were for removing an aeration basin from service for processes control (1/9), removing primary clarifiers from service after flows subsided (1/15 and 1/23), and for chlorine contact tank preventative maintenance (1/17).

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

There were no public education and outreach in January.

#### School Events – Juggler Show Presentations and Classroom Events

Rock Steady Juggling provides elementary school outreach presentations. On January 19, there was an assembly outreach event at the Lucas Valley Elementary School in San Rafael to 400 students.

#### CMSA Tours

There were no Agency tours in January.

#### Table IV – Environmental and Regulatory Compliance Metrics

There were no final effluent or air permit exceedances in January. A laboratory internship concluded this month, resulting in decreased source control inspections (Item 7), as ESA staff stepped into the laboratory to support workload requirements.

#### **Attachment:**

- January 2024 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>  | 620.5 Mg; 0.621 Bg   | 165 – 820 Mg/month   |
| <b>2) Recycled Water Use</b>             | Volume of recycled water produced and used on-site, in million gallons (Mg)<br>Volume delivered at the truck fill station, in thousand gallons (Kg)   | 27.3 Mg<br>34.4 Kg   | 25 - 40 Mg<br>variable   |
| <b>3) Biosolids Reuse</b>                | Disposal or reuse at the Redwood Landfill, in wet tons (wt)<br>Fertilizer and soil amendment at land application sites, in wet tons (wt)<br>Bio-Fertilizer production at the Lystek facility, in wet tons (wt)  | 385 wt<br>0 wt<br>140 wt   | 360 – 665 wt   |
| <b>4) Conventional Pollutant Removal</b> | Removal of the conventional NPDES pollutants - Total Suspended Solids (TSS) and Biological Oxygen Demand (BOD)<br>a. tons of TSS removed; % TSS removal<br>b. tons of BOD removed; % BOD removal  | 250.6 tons; 96%<br>223.0 tons; 96%   | > 85%<br>> 85%   |
| <b>5) Priority Pollutants Removal</b>    | Diversion of priority NPDES metals from discharge to the San Francisco Bay:<br>a. % Mercury, for current quarter<br>b. % Copper   | NA<br>80%  | 88 – 99%<br>84 – 98%   |
| <b>6) Biogas Production</b>              | Biogas generated in our anaerobic digesters, in million cubic feet (Mft <sup>3</sup> )<br>Natural gas equivalent of the biogas, in million cubic feet (Mft <sup>3</sup> )   | 10.3 Mft <sup>3</sup><br>6.6 Mft <sup>3</sup>  | 7.0 - 10.5 Mft <sup>3</sup><br>4.5 - 6.7 Mft <sup>3</sup>  |
| <b>7) Power Produced</b>                 | Power produced from cogeneration of biogas and purchased natural gas - in kilowatt hours. (kWh)<br>Power produced from cogeneration of biogas and delivered to the MCE<br>Cogeneration system runtime on biogas, <i>in hours (hrs.); % time during month</i><br>Agency power demand supplied by renewable power, %<br>Cogeneration system uptime, <i>in hours; % time during month</i><br>Biogas value (natural gas cost equivalent). | 577,235 kWh<br><br>116,393 kWh<br>686 hrs; 92.2%<br>94.6%<br>734 hrs; 98.6 %<br>\$55,125 | 380 - 480,000 kWh<br><br>40,000 - 70,000 kWh<br>600 hrs; 80%<br>80 - 100%<br>650 hrs; 87%<br>\$30,000 - \$60,000 |
| <b>8) Efficiency</b>                     | The cost to operate and maintain the treatment facilities per million gallons of wastewater treated, in dollars per million gallons. (\$/Mg)<br>Energy used, kilowatt hours, per million gallons treated. (kWh/Mg)  | \$1,781/Mg<br><br>936 kWh/Mg   | \$2,500 - \$5,400/Mg<br>(wet - dry)<br>670 - 2,400 kWh/Mg  |

## CMSA CY23 PERFORMANCE METRICS – January 2024

**Table II – EMPLOYEE METRICS**

| Metric                       | Definition   | Measurement   | Target/Goal  |
|------------------------------|--|---|--|
| <b>1) Employee Training</b>  | Hours of internal training – safety, virtual, project, vendor, etc.<br>Hours of external training – employment law, technical, regulatory, etc.  | Internal = 40<br>External = 0                         | variable   |
| <b>2) Work Orders</b>        | Preventative maintenance (PM) labor hours<br>Planned corrective maintenance (CM) labor hours; % of CM+UCM hrs.<br>Unplanned corrective maintenance (UCM) labor hours; % of CM+PM hrs.<br>Ratio of PM to total corrective maintenance (CM + UCM); | 1,575 hrs<br>604 hrs (85.4%)<br>103 hrs (6.2%)<br>2.2 | 800 - 1,100 hrs<br>≥ 70% total CM hrs<br>≤ 30% total hours<br>≥ 0.45 |
| <b>3) Overtime Worked</b>    | Monthly hours of overtime worked; <i>Year to date hours of overtime (YTD)</i><br>% of regular hours worked; % <i>Year to date (YTD)</i>  | 179.5 hrs; (178.5 hrs)<br>2.5%; (2.5%)                | < 5%   |
| <b>4) Internship Program</b> | Number of high school and college student interns work hours; (YTD)  | 92 hrs; (92 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; (YTD) | 0; (0)      | 3,000/year  |
| <b>2) School Events</b>           | Participation or sponsorship in school outreach events; attendees; (YTD)   | 400; (400)  | variable    |
| <b>3) Agency Tours</b>            | Tours given to students and the public; # of people, (YTD)                 | 0; (0)      | variable    |
| <b>4) Odor Notifications</b>      | Number of odor alerts posted to the Agency website                         | 4           | 1-10        |
| <b>5) Odor Complaints</b>         | Number of odor complaints received from the public                         | 0           | 0           |

## CMSA CY23 PERFORMANCE METRICS – January 2024

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

| <b>Metric</b>                           | <b>Definition</b>   | <b>Measurement</b> | <b>Range/Target/Goal</b> |
|---|---|--------------------|--------------------------|
| <b>1) Permit Exceedances</b>            | # of NPDES permit exceedances<br># of BAAQMD permit exceedances   | 0<br>0             | 0<br>0                   |
| <b>2) Regulatory Analyses</b>           | # of analyses by the CMSA laboratory for NPDES, stormwater, and biosolids regulatory compliance monitoring and reporting.   | 295                | 200-500                  |
| <b>3) Process Control Analyses</b>      | # of analyses by the CMSA laboratory for process control monitoring   | 713                | 400-900                  |
| <b>4) Contract Laboratory Analyses</b>  | # of analyses by contract laboratories for regulatory compliance reporting, and source control program monitoring.  | 36                 | 25-150                   |
| <b>5) Quality Control Testing</b>       | # of CMSA performed laboratory analyses for QA/QC purposes.   | 1,030              | 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.                                | 149                | 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 – 199 businesses and 100 dental offices. | 5                  | 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. 314 FSEs are regulated.  | 41                 | 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.   | 17                 | variable                 |



**BOARD MEMORANDUM**

February 8, 2024

To: CMSA Commissioners and Alternate

From: Kenneth Spray, Administrative Services Manager

Approved: Jason Dow, General Manager

**Subject: FY24 Second Quarter Budget Status Report**

**Recommendation:** Review and accept the Second Quarter Budget Status Report for FY24.

**Discussion:** We are pleased to present the budget status report for the second quarter ended December 31, 2023. Tables for revenues by source, expenses by function, and Capital Improvement Program (CIP) by major classes of capital projects are reflected below with analytical information for each.

**Highlights for the second quarter ended December 31, 2023 are as follows:**

- Second quarter total revenues are at 59.7% of budget.
- Sewer service charges are at 50% as billed.
- Debt service contributions are at approximately 84% collected for the second quarter for debt service billed-as-due for JPA members and billed monthly for San Quentin State Prison.
- Debt service contributions include 25% coverage required by revenue bond indenture provisions, used as a financing source for the capital program.
- Capacity charges are collected at approximately 683% of budget for the second quarter through December 31, 2023.
- Total operating expenses incurred are at approximately 45% of budget.
- Tables for expenses by function and department are shown on page 4 of this report.
- The CIP consists of 37 different projects classified within four categories with a total FY24 budget of approximately \$8.9M, and actual spent or encumbered of \$5.1M.

| Description                 | FY24<br>Budget | YTD<br>Act+Encum <sup>(1)</sup> | Amount<br>(Over) Under | % Coll<br>Spent |
|-----------------------------|----------------|---------------------------------|------------------------|-----------------|
| Total Revenues              | \$22,410,977   | \$13,387,699                    | \$9,023,278            | 59.7%           |
| Total Operating Expenses    | 16,020,431     | 7,209,867                       | 8,810,564              | 45.0            |
| Total Debt Service Payments | 4,501,006      | 4,030,434                       | 470,572                | 89.5            |
| Total Capital Expenditures  | 8,892,401      | 5,094,328                       | \$3,798,073            | 56.7            |

<sup>(1)</sup> Encumbrances apply to operating expenses and capital expenditures only.

## **Revenues by Source**

| Description                         | FY24<br>Budget | YTD<br>Actual | Amount<br>(Over) Under | % Coll |
|-------------------------------------|----------------|---------------|------------------------|--------|
| Sewer Service Charges               | \$13,941,551   | \$6,970,776   | \$6,970,776            | 50.0%  |
| Contributions for Debt Service      | 5,626,258      | 4,705,606     | 920,652                | 83.6   |
| Contract Services                   | 1,955,780      | 909,356       | 1,046,424              | 46.5   |
| Program Revenues                    | 146,288        | 54,855        | 91,433                 | 37.5   |
| Haulers, Permits, & Inspection Fees | 281,500        | 259,913       | 21,587                 | 92.3   |
| Other Non-Operating Revenues        | 20,000         | 6,354         | 13,646                 | 31.8   |
| Interest Income                     | 400,720        | 215,185       | 185,535                | 53.7   |
| Capacity Charges                    | 38,880         | 265,654       | (226,774)              | 683.3  |
| Total Revenues & Financing Sources  | \$22,410,977   | \$13,387,699  | \$9,023,278            | 59.7%  |

**Sewer Service Charges:** Sewer service charges are billed at the beginning of each quarter to the JPA member agencies for operating and capital funding, and are due upon receipt. Sewer service charges are the largest revenue source.

**Contributions for Debt Service:** Debt service contributions, including coverage, are billed to the JPA member agencies in August and February, prior to each debt service payment. San Quentin's contributions are billed monthly and have been received through December.

**Contract Services and Program Revenues:** These revenues have separate tables and analytical information for each as shown on the following page.

**Haulers, Permits, and Inspection Fees:** Revenue from haulers is at approximately 92%. This revenue type represents septic receiving-facility-use-charges, organic waste disposal tipping fees, industrial waste discharge permit fees, reimbursement of costs for source control program discharger permits, and other related services.

**Other Non-Operating Revenues:** Other non-operating revenues consists of small dollar items, infrequent cost reimbursements, and insurance dividends.

**Interest Income:** California Asset Management Program (CAMP) posts interest monthly and is currently at 5.52% and the Local Agency Investment Fund (LAIF) posts interest quarterly and is currently at 3.93% of applicable account balances. Investments in LAIF have become subject to market value adjustment that is reflected as an increase or decrease to interest income.

**Capacity Charges:** Budgeted capacity charges are a placeholder for five new residential connections from the JPA members. Actual capacity charges received represent new connections and increased fixture units for existing connections.



**Contract Service Revenues**

| Description                            | FY24<br>Budget     | Total<br>Revenue | Actual<br>Expenses | Invoice<br>Frequency |
|--|--------------------|------------------|--------------------|----------------------|
| Marin Airporter Property Use           | \$ 71,817          | \$35,599         | NA                 | Monthly              |
| Marin Clean Energy                     | 41,704             | 9,411            | NA                 | NA                   |
| SQSP Wastewater Services               | 815,000            | 407,500          | 407,500            | Monthly              |
| SQSP Pump Station Maintenance          | 437,065            | 218,532          | 178,978            | Monthly              |
| SQ Village Wastewater Services         | 20,000             | 4,970            | 4,070              | Monthly              |
| SD2 Pump Stations                      | 489,901            | 202,026          | 165,459            | Monthly              |
| LGVSD – FOG & Pollution Prevention     | 14,605             | 6,856            | 5,620              | Quarterly            |
| RVSD – FOG                             | 22,624             | 6,408            | 5,825              | Quarterly            |
| SRSD – FOG                             | 28,671             | 9,124            | 8,295              | Quarterly            |
| TCSD – FOG                             | 1,440              | 1,412            | 1,157              | Quarterly            |
| SD2 – FOG                              | 7,408              | 2,040            | 1,855              | Quarterly            |
| Almonte SD – FOG                       | 1,205              | 1,333            | 1,093              | Quarterly            |
| NSD – Dental Amalgam                   | 4,340              | 4,144            | 3,397              | Quarterly            |
| <b>Total Contract Service Revenues</b> | <b>\$1,955,780</b> | <b>\$909,356</b> | <b>\$783,249</b>   |                      |

**Contract Services:** The Agency provides services to sanitary districts and other government entities for wastewater treatment, collection system operations and maintenance, pump station maintenance, and source control program services. Contract service revenues in total are at approximately 47% of budget for the second quarter. The Agency contracts with San Quentin State Prison (SQSP) for wastewater treatment services and pump station operation and maintenance, San Quentin Village (SQV) for collection system operation and maintenance, and SD2 for pump station and force main operation and maintenance. FOG and pollution prevention program activities completed through the second quarter have been billed to the respective contract agencies, and we anticipate payments in February.

Contract service revenues are billed to participating entities for the direct costs of materials, total compensation for employee staff time where applicable, plus overhead rates for the use of Agency equipment and supplies where applicable. Overhead rates are in accordance with contract provisions and range from 10% to 22.1%, depending upon the contract. Wastewater treatment services for SQSP are based on flow and strength of the prison's wastewater as a proportion of the total cost of CMSA operation plus capital.

**Program Revenues**

| Description                            | FY24<br>Budget   | Total<br>Revenue | Actual<br>Expenses | Invoice<br>Frequency |
|--|------------------|------------------|--------------------|----------------------|
| Revenue for Health & Safety Program    | \$94,714         | \$46,080         | \$43,886           | Quarterly            |
| Countywide Education Program           | 51,574           | 8,775            | 7,630              | Quarterly            |
| <b>Total Contract Service Revenues</b> | <b>\$146,288</b> | <b>\$54,855</b>  | <b>\$51,516</b>    |                      |

**Program Revenues:** The Agency administers joint venture programs for Health and Safety (H&S) with the Novato Sanitary District (NSD) and a Countywide Education Program (CWP) with five participating wastewater agencies in Marin County. Costs of the H&S program are allocated between the Agency and NSD for salary and benefits, incidental program expenses, and outside safety training costs. The Agency administratively manages the H&S program and charges an administrative fee to NSD, accordingly. Revenue for the H&S program is at approximately 38%.

CWP participants plan their programs as a group and budget respective annual shares of program costs based upon percentages established in the CWP agreement at the beginning of each fiscal year. The Agency purchases program materials on behalf of CWP participants and recognizes revenue for reimbursed expenditures plus an administrative fee. The CWP revised its bylaws to simplify the process to purchase program materials directly. This change was effective with the start of the current fiscal year that began on July 1, 2023.

#### **Expenses by Function**

| Description                   | FY24<br>Budget | YTD<br>Act+Encum | Amount<br>(Over) Under | % Spent<br>+ Encum |
|-------------------------------|----------------|------------------|------------------------|--------------------|
| Salaries and Benefits         | \$10,572,545   | \$4,439,140      | \$6,133,405            | 42.0%              |
| Biosolids Management          | 489,814        | 305,748          | 184,066                | 62.4               |
| Chemicals and Fuel            | 2,145,656      | 974,090          | 1,171,566              | 45.4               |
| Permit Testing and Monitoring | 268,361        | 157,089          | 111,272                | 58.5               |
| Repairs and Maintenance       | 584,600        | 252,324          | 332,276                | 43.2               |
| Insurance                     | 558,246        | 489,279          | 68,967                 | 87.7               |
| Utilities                     | 442,420        | 228,703          | 213,717                | 51.7               |
| General and Administrative    | 958,789        | 514,929          | 443,859                | 53.7               |
| Total Expenses by Function    | \$16,020,431   | \$7,209,867      | \$8,810,564            | 45.0%              |

#### **Expenses by Department**

| Description                  | FY24<br>Budget | YTD<br>Act+Encum | Amount<br>(Over) Under | % Spent<br>+ Encum |
|------------------------------|----------------|------------------|------------------------|--------------------|
| Administration               | \$3,915,141    | \$1,596,779      | 2,318,362              | 40.8%              |
| Health and Safety            | 180,836        | 82,086           | 98,750                 | 45.4               |
| Technical Services           | 3,138,921      | 1,526,071        | 1,612,850              | 48.6               |
| Operations                   | 5,408,076      | 2,475,428        | 2,932,648              | 45.8               |
| Maintenance                  | 3,377,456      | 1,529,503        | 1,847,953              | 45.3               |
| Total Expenses by Department | \$16,020,431   | \$7,209,867      | \$8,810,564            | 45.0%              |

**Salary and Benefits:** Salary and benefit expenses include 13 of 26 payrolls that, in total, are at 42% for the second quarter. Benefit costs include pension obligation bond debt service plus a provision to the employee benefits trust to assist the Agency with managing its pension related obligations with CalPERS.

**General Purchasing Information:** Expenses and capital disbursements follow purchasing procedures established by policies to ensure protection of public assets, fairness in the purchasing process, and transparency to the public. Purchases are recognized as expenses or additions to capital projects when the goods are received or the services performed.

**General and Administrative (G&A):** Expenditures are tracking at 53.7% of budget, reflecting strong purchasing across all account classifications within general and administrative. The G&A expense category includes professional services (legal, financial, regulatory, etc.), operating permits, memberships in local, state, and national wastewater organizations, employee certifications, conferences, safety supplies, training, and office expenses.

**Insurance:** Insurance is at 87.7% spent for the second quarter reflecting annual premiums that are paid at the beginning of the fiscal or calendar year. General liability is the only premium that is paid on a calendar year basis and prorated between fiscal years. The schedule below provides the payment status for insurance coverage. Insurance premiums are paid before the beginning of the fiscal year when policies are renewed, and expenses are charged for the current fiscal year. Workers' Compensation insurance saw a 27% increase due to market and economic conditions with no adverse experience adjustments. Property continues to climb with a 39% increase this year, due to a continuing hard market and global catastrophic conditions.

| Description                | FY24 Premium | Status   |
|----------------------------|--------------|--|
| General Liability and Auto | 86,815       | FY24 paid in full (½ calendar '23 + ½ cal '24) |
| Pollution Liability        | 1,429        | FY24 paid in full (10 mos. of year)            |
| Officers Fidelity Bonds    | 0            | FY24 (3-yr staggered terms – none billed Q1)   |
| Commercial Crime Insurance | 3,049        | FY24 paid in full                              |
| Workers Compensation       | 240,930      | FY24 paid in full                              |
| Property Insurance         | 243,560      | FY24 paid in full                              |

**Repairs and Maintenance:** Expenditures for repairs and maintenance are at approximately 43% of the year's budget spent. Repairs and maintenance expenditures are for planned maintenance on pumps, gates, process equipment, and purchasing air and biogas purification media. Expenditures alone do not necessarily reflect the quality or quantity of repair and maintenance activities taking place. For example, periods of high expenditures reflect the purchasing of materials and supplies to prepare for upcoming planned maintenance, while periods of low expenditures can relate to staff performing planned maintenance utilizing available parts inventory. Parts inventory is significant, at approximately \$2.1M total value at the end of the second quarter.

**Chemicals and Fuel:** The current budget for chemicals and fuel is at 45% in total for this fiscal year. Fuel prices have not seen the typical winter month drop in pricing. Chemical usage varies throughout the year depending upon differing weather conditions. For example, calcium nitrate and hydrogen peroxide odor control chemicals are used during warmer weather, and disinfection and dechlorination chemical use increases during rain events when flows increase. The FY24 second quarter was generally dry with a higher use of calcium nitrate and hydrogen peroxide. Higher use of sodium hypochlorite and bisulfite generally occurs in the second and

third quarters during the wet weather seasons. Fuel is used generally equally throughout the year for vehicles.

**Table of Chemical Purchases:**

| Description                        | % Budget | Number of Deliveries            |
|------------------------------------|----------|---------------------------------|
| Ferric Chloride                    | 47.3%    | 5 delivery(s) through Dec 2023  |
| Polymer                            | 51.7%    | 1 delivery(s) through Dec 2023  |
| Calcium Nitrate (odor control)     | 62.0%    | 16 delivery(s) through Dec 2023 |
| Hydrogen Peroxide (odor control)   | 53.8%    | 13 delivery(s) through Dec 2023 |
| Sodium Hypochlorite (disinfection) | 36.1%    | 19 delivery(s) through Dec 2023 |
| Sodium Bisulfite (dichlorination)  | 41.3%    | 12 delivery(s) through Dec 2023 |

**Biosolids Management:** Expenditures were at 62% of budget for the second quarter. Management expenses vary and are primarily dependent upon seasonal weather-related circumstances: (1) land application and alternate daily cover at the Redwood Landfill results in lower hauling and reuse tipping fee costs when compared to biofertilizer production at the Lystek facility, and (2) the volume for beneficial reuse is lower during the warmer weather spring and summer months.

**Permit Testing and Monitoring:** Permit testing and monitoring are at approximately 59% for costs associated with purchases of lab supplies and equipment rentals, NPDES and source control monitoring, and other types of monitoring/testing that were approximated at the beginning of the fiscal year to cover the entire fiscal year. Costs for this area are on track at second quarter of the year through the end of the year.

**Utilities:** The FY24 budget for electricity is currently at approximately 60% attributable to PG&E and MCE rate increases, and natural gas (NG) is at 35.3%, lower than budget due to an increase in organic deliveries resulting in more biogas production. Both commodities are directly affected by NG pricing as most of the electricity produced in California is produced utilizing NG. Expenditures for utilities in total are at approximately 52% of budget.

**Debt Service Payments**

| Description                        | FY24 Budget        | YTD Actual         | Amount Remaining | % Spent      | Debt Invoice |
|------------------------------------|--------------------|--------------------|------------------|--------------|--------------|
|                                    |                    |                    |                  |              | JPA-Annual   |
| Principal                          | \$3,175,000        | \$3,175,000        | \$0              | 100.0%       | SQSP-Monthly |
| Interest                           | 1,326,006          | 855,434            | 470,572          | 64.5%        | Same         |
| <b>Total Debt Service Payments</b> | <b>\$4,501,006</b> | <b>\$4,030,434</b> | <b>\$470,572</b> | <b>89.5%</b> |              |

The debt service amounts shown above consist of full annual principal and interest for the 2015 revenue bonds, the 2020 revenue bonds, and the 2022 pension obligation bonds. The first installment paid on September 1 for each issue contains full principal and partial interest, and the second installment paid on March 1 is interest only. One debt service payment has been made and annual debt service for FY24 is approximately 90% paid.

Debt service amounts are invoiced to the JPA members approximately one month in advance of when the Agency's debt service payments are due. San Quentin Prison is invoiced monthly for its proportionate share.

### **Capital Improvement Program**

| Description   | FY24<br>Budget     | YTD<br>Actual      | Encum              | Amount<br>(Over) Under | % Spent<br>+ Encum |
|---|--------------------|--------------------|--------------------|------------------------|--------------------|
| Facility Improvements                                       | 2,197,750          | 145,003            | 133,705            | 1,919,042              | 12.7               |
| General Equipment   | 686,300            | 257,456            | 66,861             | 361,982                | 47.3               |
| Liquids Treatment Equipment<br>and Systems                  | 2,860,664          | 982,942            | 371,636            | 1,506,086              | 47.4               |
| Solids Treatment and Energy<br>Generation Equip and Systems | 3,147,687          | 1,627,651          | 1,509,074          | 10,962                 | 99.7               |
| <b>Total Cap Improv Program</b>                             | <b>\$8,892,401</b> | <b>\$3,013,052</b> | <b>\$2,026,578</b> | <b>\$3,852,771</b>     | <b>56.7%</b>       |

Total capital program expenditures amount to approximately \$3M through the second quarter, with encumbrances for outstanding contracts in the amount of approximately \$2.1M. There are payments made for numerous projects with each of the capital improvement program categories (1) Facility Improvements, (2) General Equipment, (3) Liquids, Treatment Equipment, and Systems, and (4) Solids Treatment and Energy Generation Equipment and Systems. Salaries and benefits for in-house staff are charged through time-entry to projects, where applicable, for cost reimbursement purposes such as those financed through grants or certain federal programs.

### **Attachment:**

- Second Quarter Capital Program Budget Report





Capital Program Budget Report  
FY24 Q2

Status

ATTACHMENT

|                                   |   | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity | Encumbrances | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |   |
|-----------------------------------|---|--------------------------|-------------------------|--------------------|--------------------|--------------|--|-----------------|---|
| Facility Improvments              |   |                          |                         |                    |                    |              |  |                 |   |
| <a href="#">100-0230-550-8203</a> | Industrial Coatings/Concrete Rehabilitation   | 458,200.00               | 458,200.00              | 0.00               | 35,295.00          | 24,998.00    | 397,907.00                             | 13.16           | No account activity during this period.   |
| <a href="#">100-0230-550-8204</a> | Outfall Inspection & Repairs                  | 483,500.00               | 483,500.00              | 102,050.28         | 102,716.16         | 0.00         | 380,783.84                             | 21.24           | Tidal Marine completed an outfall diffuser inspection and interior solids deposition survey in September 2023, and extended 42 risers and repaired 2 broken diffusers in December 2023. The collected solids were analyzed for metals, and staff approached regulatory entities for permitting guidance for the outfall solids removal project.                         |
| <a href="#">100-0230-550-8205</a> | Facility Improvements                         | 393,900.00               | 416,900.00              | 1,061.45           | 4,959.27           | 99,206.84    | 312,733.89                             | 24.99           | Eight single doors and 1 double door were ordered and received to replace corroded doors in the Headworks, Biotower Basement, and Chemical Building areas, and the installation is currently in progress. The budget was increased by \$23k as a result of a budget transfer to accommodate unforeseen concrete repairs at the Rotary Drum Thickener and Biotower area. |
| <a href="#">100-0230-550-8206</a> | Facility Paving/Site Work                     | 305,000.00               | 305,000.00              | 0.00               | 0.00               | 0.00         | 305,000.00                             | 0               | No account activity during this period.   |
| <a href="#">100-0230-550-8207</a> | Hillside Repairs                              | 110,000.00               | 275,000.00              | 1,788.09           | 2,032.32           | 9,500.00     | 263,467.68                             | 4.19            | Staff procured corrugated piping to install along the v-ditch to maintain proper drainage along the hillside. The budget was increased by \$165k to accommodate the landslide repairs project.  |
| <a href="#">100-0230-550-8208</a> | Facility Roofs Rehabilitation                 | 26,200.00                | 26,200.00               | 0.00               | 0.00               | 0.00         | 26,200.00                              | 0               | No account activity during this period.   |
| <a href="#">100-0230-550-8209</a> | SHB Elevator Control Replacmnt                | 232,950.00               | 232,950.00              | 0.00               | 0.00               | 0.00         | 232,950.00                             | 0               | No account activity during this period.   |
| Facility Improvements Total:      |   | 2,009,750.00             | 2,197,750.00            | 104,899.82         | 145,002.75         | 133,704.84   | 1,919,042.41                           | 12.68%          |   |
| General Equipment                 |   |                          |                         |                    |                    |              |  |                 |   |
| <a href="#">100-0110-550-8301</a> | Process control                               | 72,200.00                | 72,200.00               | 463.88             | 2,825.93           | 0.00         | 69,374.07                              | 3.91            | Staff purchased process control equipment (HMIs, remote IO, and voice radios), PLC network equipment, and restocked the power supply inventory with new equipment.  |
| <a href="#">100-0110-550-8302</a> | Security/Fire Systems                         | 12,600.00                | 12,600.00               | 8,475.14           | 19,790.53          | 3,705.00     | -10,895.53                             | 186.47          | Quaterly fire line and equipment inspections were performed by a licensed contractor. Emergency repair and programming of the Adminstration building fire panel was completed by a licensed contractor; a budget transfer will be completed to account for this unexpected expenditure.   |
| <a href="#">100-0110-550-8304</a> | IT Hardware/Communication Equipment           | 49,200.00                | 49,200.00               | 668.43             | 5,167.83           | 0.00         | 44,032.17                              | 10.5            | Multiple phones and accessories were replaced, a core network switch was replaced, and gate access electronics were purchased.  |
| <a href="#">100-0230-550-8306</a> | Laboratory Equipment                          | 55,500.00                | 101,675.03              | 46,736.02          | 61,450.66          | 0.00         | 40,224.37                              | 60.44           | A new BOD incubator was purchased to replace the existing incubator which failed to maintain temperature. A scheduled replacement Ammonia/Phosphorus Analyzer was purchased in FY23, but was delivered and commissioned in FY24 and therefore the unused budget from FY23 was transferred over to FY24 to cover the amount.   |
| <a href="#">100-0350-550-8303</a> | Fuel Storage Tanks                            | 140,100.00               | 140,100.00              | 0.00               | 11,142.50          | 2,368.50     | 126,589.00                             | 9.64            | No account activity during this period.   |
| <a href="#">100-0350-550-8305</a> | Agency Vehicle Replacement                    | 42,500.00                | 42,500.00               | 0.00               | 0.00               | 0.00         | 42,500.00                              | 0               | No account activity during this period.   |
| <a href="#">100-0350-550-8307</a> | Electrical Equipment                          | 56,400.00                | 56,400.00               | 765.32             | 14,561.26          | 1,669.45     | 40,169.29                              | 28.78           | Electrical replacement parts were ordered and received.   |
| <a href="#">100-0350-550-8309</a> | Process Instrumentation                       | 66,300.00                | 66,300.00               | 748.52             | 18,723.53          | 5,569.54     | 42,006.93                              | 36.64           | Calibration gases for the cogeneration system emissions analyzer were ordered and received. A new turbidity meter was ordered and is awaiting delivery.   |
| <a href="#">100-0350-550-8310</a> | Electrical Distribution System Rehabilitation | 118,000.00               | 145,325.00              | 1,809.01           | 123,794.16         | 53,548.70    | -32,017.86                             | 122.03          | Staff obtained nine new breaker plugs and shipped six main switchgear breakers for servicing, resulting in an unexpected expenditure of \$28k. A budget transfer will be completed to cover the amount.   |
| General Equipment Total:          |   | 612,800.00               | 686,300.03              | 59,666.32          | 257,456.40         | 66,861.19    | 361,982.44                             | 47.26%          |   |



Capital Program Budget Report  
FY24 Q2

Status

|   |  | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity | Encumbrances | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |   |
|---|--|--------------------------|-------------------------|--------------------|--------------------|--------------|--|-----------------|---|
| Liquids Treatment Equipment and Systems                             |  |                          |                         |                    |                    |              |  |                 |   |
| <a href="#">100-0230-550-8412</a>                                   | Process piping inspection/repairs/rehabilitation | 130,000.00               | 130,000.00              | 0.00               | 0.00               | 24,522.85    | 105,477.15                             | 18.86           | No account activity during this period. The encumbrance accounts for an outstanding invoice from JDH for the CCTV inspection of the 30-inch secondary influent pipe, which is expected to be processed in Q3.   |
| <a href="#">100-0230-550-8416</a>                                   | Influent Flow Meter Improvement                  | 122,000.00               | 122,000.00              | 0.00               | 31,915.90          | 3,168.65     | 86,915.45                              | 28.76           | No account activity during this period.   |
| <a href="#">100-0230-550-8418</a>                                   | Recycled Water                                   | 100,000.00               | 100,000.00              | 0.00               | 0.00               | 0.00         | 100,000.00                             | 0               | No account activity during this period.   |
| <a href="#">100-0350-550-8402</a>                                   | Plant Pumps                                      | 95,000.00                | 95,000.00               | 240.33             | 45,288.50          | 43,014.63    | 6,696.87                               | 92.95           | New fittings were ordered and received for the primary tank drain pump. A secondary tank drain pump was ordered and is awaiting delivery.   |
| <a href="#">100-0350-550-8403</a>                                   | Chemical Pumps                                   | 72,800.00                | 102,800.00              | 2,762.67           | 2,845.19           | 0.00         | 99,954.81                              | 2.77            | The chlorine mixer electrial cord was repaired. Staff has acquired quotes for replacing the polymer activation units. A budget of \$30k was transferred to the Chemical Pumps line from the Gates Rehabilitation line for the purchase of two new polymer activation units.   |
| <a href="#">100-0350-550-8404</a>                                   | Gates Rehabilitation                             | 493,300.00               | 448,300.00              | 0.00               | 1,370.94           | 0.00         | 446,929.06                             | 0.31            | A new strainer for the nitrate chemical tank was ordered and installed, and new hypochlorite and sodium bisulfite tanks were ordered and are awaiting delivery.   |
| <a href="#">100-0350-550-8405</a>                                   | Headworks Equipment                              | 192,600.00               | 263,034.00              | 6,833.73           | 21,733.43          | 216,664.16   | 24,636.41                              | 90.63           | Progress was made for the grit classifier replacement design during this period and equipment layout options were investigated. Replacement parts such as a new basket strainer, gearbox and filter were also purchased to maintain the current grit classifiers. The budget was increased by \$70k to accommodate the design fees per the October 10, 2023 Board approved contract with Carollo.   |
| <a href="#">100-0350-550-8408</a>                                   | Primary Clarifier Rehabilitation                 | 818,700.00               | 818,700.00              | 207,000.00         | 277,000.00         | 0.00         | 541,700.00                             | 33.83           | The primary clarifier baffle system was ordered and parts were received.  |
| <a href="#">100-0350-550-8409</a>                                   | Secondary Clarifiers Rehabilitation              | 796,030.00               | 608,030.00              | 0.00               | 546,504.84         | 465.00       | 61,060.16                              | 89.96           | The rehabilitation of the secondary clarifiers was completed in Q1. Unspent budget of \$165k was transferred to the Hillside Repairs project and \$23k was transferred to Facilities Improvement for concrete repair at the Rotary Drum Thickener and Biotower area.  |
| <a href="#">100-0350-550-8411</a>                                   | Aeration System Rehabilitation                   | 42,000.00                | 42,000.00               | 0.00               | 39,144.74          | 0.00         | 2,855.26                               | 93.2            | No account activity during this period. All diffusers in the aeration tanks were replaced in the prior period.  |
| <a href="#">100-0350-550-8413</a>                                   | Chemical Tanks                                   | 46,100.00                | 61,100.00               | 246.38             | 2,752.25           | 26,608.56    | 31,739.19                              | 48.05           | A hypochlorite tank fitting was ordered and received and one hypochlorite tank and one sodium bisulfite tank were ordered and are awaiting delivery. A budget of \$15k was transferred to the Chemical Tanks line from the Gates Rehabilitation line for the purchase of one Hypochlorite chemical tank.  |
| <a href="#">100-0350-550-8414</a>                                   | Piping-Valves-Operators                          | 69,700.00                | 69,700.00               | 566.98             | 14,386.12          | 2,493.81     | 52,820.07                              | 24.22           | One 10-inch pond pump check valve was ordered and received. Four 4-inch isolation plug valves were ordered and are awaiting delivery.   |
| Liquids Treatment Equipment and Systems Total:                      |  | 2,978,230.00             | 2,860,664.00            | 217,650.09         | 982,941.91         | 316,937.66   | 1,560,784.43                           | 45.44%          |   |
| Solids Treatment and Energy Generation Equipment and Systems        |  |                          |                         |                    |                    |              |  |                 |   |
| <a href="#">100-0230-550-8505</a>                                   | New Cogeneration System                          | 170,000.00               | 347,118.00              | 0.00               | 21,801.50          | 346,238.75   | -20,922.25                             | 106.03          | Two new consulting services contracts, totaling \$40k, were created to support the Inflation Reduction Act Funding request and the approval process for the air board permits. A budget transfer from the SHB Elevator project will be completed to cover the amount.   |
| <a href="#">100-0230-550-8512</a>                                   | PG&E Inter-Connect Agreement Modification        | 0.00                     | 0.00                    | 0.00               | 8,500.00           | 0.00         | -8,500.00                              | 0               | No account activity during this period.   |
| <a href="#">100-0230-550-8514</a>                                   | Liquid Org Waste Storage & Biogas Trmt Upg       | 679,300.00               | 1,442,407.91            | 19,014.23          | 965,455.82         | 477,401.48   | -449.39                                | 100.03          | The construction phase of the project is ongoing, and the project substantial completion date is anticipated around April to accommodate the OWRF hatch widening project. A fund transfer of unused budget from FY23 to FY24 was approved by the Board on November 13, 2023, which increased the original budget by \$763k.   |
| <a href="#">100-0350-550-8503</a>                                   | Centrifuge Replacement                           | 678,000.00               | 820,000.00              | 440.00             | 235,394.11         | 658,152.73   | -73,546.84                             | 108.97          | The design phase of the centrifuge replacement project is ongoing and will continue into FY25. Fiscal activity includes design consultant fees for the centrifuge flows and loads study, centrifuge layout options and sizing, and development of the piloting protocol and questionnaire. Fund transfer of unused budget from FY23 to FY24 was approved by the Board on November 13, 2023, which increased the original budget by \$142k. Approximately \$74k is expected to be incurred in FY25 and therefore a negative variance is shown. |
| <a href="#">100-0350-550-8504</a>                                   | Waukesha Cogeneration Maintenance                | 0.00                     | 344,160.61              | 0.00               | 344,160.61         | 0.00         | 0.00                                   | 100             | No account activity during this period.   |
| <a href="#">100-0350-550-8506</a>                                   | Hot Water Systems                                | 34,700.00                | 34,700.00               | 0.00               | 1,759.65           | 0.00         | 32,940.35                              | 5.07            | No account activity during this period.   |
| <a href="#">100-0350-550-8510</a>                                   | Biosolids Hoppers-Maintenance                    | 15,000.00                | 15,000.00               | 4,559.60           | 4,993.05           | 0.00         | 10,006.95                              | 33.29           | A new hydraulic pack for the biosolids hopper was ordered and received.   |
| <a href="#">100-0350-550-8511</a>                                   | Organic Waste Receiving Facility                 | 65,100.00                | 65,100.00               | 0.00               | 0.00               | 27,281.18    | 37,818.82                              | 41.91           | New Organic Waste Receiving Facility mixing pumps were ordered and are awaiting delivery.   |
| <a href="#">100-0350-550-8513</a>                                   | Jenbacher Cogeneration Maintenance               | 79,200.00                | 79,200.00               | 0.00               | 45,585.89          | 0.00         | 33,614.11                              | 57.56           | Routine Long-Term-Services-Agreement operating hour payments were processed.  |
| Solids Treatment and Energy Generation Equipment and Systems Total: |  | 1,721,300.00             | 3,147,686.52            | 24,013.83          | 1,627,650.63       | 1,509,074.14 | 10,961.75                              | 99.65%          |   |
| Report Total:   |  | 7,322,080.00             | 8,892,400.55            | 406,230.06         | 3,013,051.69       | 2,026,577.83 | 3,852,771.03                           | 56.67%          |   |





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**BOARD MEMORANDUM**

February 8, 2024

To: CMSA Commissioners and Alternates

From: Chris Finton, Treatment Plant Manager

Approved: Jason Dow, General Manager

**Subject: Polymer Mixing System Procurement**

**Recommendation:** Approve procurement of two UGSI polymer mixing systems, not to exceed \$100,000.

**Discussion:** The Agency's two polymer activation units are reaching the end of their service life and are scheduled for replacement in FY24. Two quotes were received for units that meet specific performance specifications. The ProMix L Polymer Mixing System was \$78,800 for each unit, and the UGSI was \$42,600 for each unit.

These systems mix concentrated emulsion polymer with reclaimed water, after which it's considered activated. This activated solution attracts suspended particles in digested sludge and forms larger solids that can be more easily dewatered or settled. In the process to dewater biosolids, these units draw concentrated polymer into the blend unit, mix it with water, and the solution is then batched and stored in separate holding tanks, and eventually metered into centrifuges for the dewatering process. Both units have been in service since 2007, are requiring more extended maintenance, and parts are becoming harder to source.

**Fiscal Impact:** The Agency's Capital Improvement Program (CIP) budget was developed in the spring of 2023 and estimated \$72,800 in FY24 to replace two polymer mixing units. The total cost for two UGSI units is \$22,281 higher than budget due to significant ongoing inflation. Staff has transferred \$30,000 from another FY24 CIP account to provide the necessary funding.

**Alignment with Strategic Plan:** This project aligns with the Agency's FY24 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 1.2: Manage the Agency's equipment and assets consistent with CIP and maintenance programs.*

**Attachment:** Cost Quotation from USGI Chemical Feed through G3 Engineering



**G3 Engineering, Inc.**  
PO Box 2148 Granite Bay, CA 95746  
Phone 925 408-7818 FAX 925 462-2703  
e-mail: charlie@g3engineering.com

**Quotation**

**Date: 1/9/24**

**To: Jake Dellinger**  
**Company: CMSA**  
**From: Charlie Kanturek**  
**Subject: New PolyBlend Unit**

**Ph 415 720 0785**

**1 UGSI PolyBlend model MM2400-P10BB with an improved mix chamber, new drive arrangement, quick disconnect polymer inlet check valve.**

**Cost \$42,600.00**

**Freight to the jobsite is included**  
**Taxes not included**  
**Startup not included**  
**Delivery 12- 14 weeks**





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**BOARD MEMORANDUM**

February 8, 2024

To: CMSA Commissioners and Alternates

From: Chris Finton, Treatment Plant Manager

Approved: Jason Dow, General Manager

**Subject: Chlorine Contact Tank Inlet Gate Replacements**

**Recommendation:** Approve procurement of three sluice gates with actuators for \$175,000.

**Discussion:** The Agency has five chlorine contact tanks (CCT), and the influent sluice gates for three CCTs are scheduled for replacement this year. Staff received two quotes for replacement gates. Mi Motion for Waterman gates are priced at \$48,550 per unit, and Frank A Olsen Co. for Rodney Hunt gates are priced at \$70,000 per unit. Both gate manufacturers specify the same Rotork gate actuator, which the Agency utilizes as its standard gate and valve operator.

Sluice gates are used to control the flow of water throughout the treatment plant's process tanks. CMSA has gates sized from two feet to eight feet in width, which are attached to wall thimbles embedded in concrete. Their actuators, gear reducers, and gate stems are coated for protection in the treatment processes environment. The originally installed CCT gates, manufactured by Waterman Industries, were cast iron and produced in foundries in the United States. Since then, most of the foundry work has relocated overseas. Mi Motion, a Waterman representative, can offer 316L stainless steel sluice gates that are made in Exeter, California and will bolt directly into the existing wall thimbles. Stainless steel gates do not require protective coatings and are lighter than cast iron gates.

**Fiscal Impact:** The Agency's Capital Improvement Program budget for FY24 has \$400,000 for gate replacements. Authorizing \$175,000 for the three CCT gates provides funds for the gate procurement, delivery to CMSA, San Rafael sales tax, and contingencies.

**Alignment with Strategic Plan:** This project aligns with the Agency's FY24 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 1.2: Manage the Agency's equipment and assets consistent with CIP and maintenance programs.*

**Attachment:** Cost Quotation from Mi Motion for Waterman gates





## Quote

SANTA ROSA  
3130 REGIONAL PKWY  
SUITE B  
SANTA ROSA, CA 95403  
PHONE : 7075457904  
FAX :

**Date:** 01/18/24

Note: Due to recent volatility of raw materials, price and delivery are subject to change based on availability at time of order.

Requests for statutory and regulatory documentation (REACH, RoHS, California Prop 65, Conflict Minerals, Certificates of Conformance, Safety Data Sheets, and other applicable compliance documents) for the product(s) in this order must be communicated by the customer to the Motion Industries, Inc. sales representative at the time the order is placed. Motion Industries, Inc. cannot accept requests for these documents after completion of the sale.

**To:**

CENTRAL MARIN SANITATION AGENC  
1301 ANDERSEN DR  
SAN RAFAEL, CA 94901  
PO:  
REL: 316SS WTM SLD GATE/ACT

**Quote Number:** CA39 - 0000230108  
**Customer RFQ:**  
**FOB:** FOB ORG,FRT PP&ADD  
**Quote Placed By:** JAMES CLARK  
**Order Sent By:** NIELS  
**Payment Terms:** . NET 30  
**Delivery:** STOCK UNLESS NOTED

## DIRECT SHIP

| Description                           | Manufacturer  | Quantity | Unit | Unit Price   | Amount       |
|---------------------------------------|---------------|----------|------|--------------|--------------|
| LINE ITEM: 001                        |               |          |      |              |              |
| 72"X60" 316SS-SS250 SLIDEGATE/ROTORK  |               | 3        | EA   | \$48,550.000 | \$145,650.00 |
| 316SS SLIDE GATE WITH ROTORK ACTUATOR |               |          |      |              |              |
| ITEM NO: 99999999                     | WATERMAN IND. |          |      |              |              |
| Lead Time: 20 WEEKS                   |               |          |      |              |              |
| Expected Date: 06/06/24               |               |          |      |              |              |

BUYER UNDERSTANDS AND AGREES THAT GOODS PRESENTED TO BUYER PURSUANT TO THIS INVOICE ARE BEING TENDERED CONTINGENT UPON BUYER'S AGREEMENT TO ALL OF MOTION'S TERMS AND CONDITIONS RELATED TO SALES. MOTION'S TERMS AND CONDITIONS ARE AVAILABLE AT THE MOTION BRANCH OR AT WWW.MOTION.COM. BUYER'S ACCEPTANCE OF THE DELIVERY OF THE GOODS SHALL CONFIRM BUYER'S AGREEMENT TO ALL OF MOTION'S TERMS AND CONDITIONS.

PAGE 1 of 2

OCN: CA39 - 0000230108

PO:

REL: 316SS WTM SLD GATE/ACT

01/22/24







## BOARD MEMORANDUM

February 8, 2024

To: CMSA Commissioners and Alternates

From: Jason Dow, General Manager

**Subject: 2023 California Water Environment Association Awards – Redwood Empire Section**

**Recommendation:** Adopt the Resolution of Appreciation (No. 358) for Agency staff receiving the 2023 awards from the Redwood Empire Section of the CWEA.

**Discussion:** The California Water Environment Association (CWEA) is the state's water and wastewater industry association. CWEA provides training programs, conferences and seminars, technical publications, and certification for maintenance, collection system, laboratory, electrical/instrumentation, and environmental compliance staff. CMSA is a member of the Redwood Empire Section of the CWEA, which includes the wastewater agencies in Marin, Sonoma, Napa, and parts of Mendocino and Solano counties.

Each CWEA section administers a competitive award program for individual members to nominate their respective agencies for organizational awards and/or fellow employees for position specific awards. In 2022, CMSA received the following five awards.

- 1) Community Engagement and Outreach Program of the Year – *CMSA*
- 2) Electrical/Instrumentation Technician of the Year – *Tony Drady*
- 3) Operator of the Year – *Mike Silva*
- 4) Murray McKinnie Award (Operator-in-Training) – *Cody Leveque*

The Community Engagement and Outreach Program award is for the Wastewater Treatment Agencies of Marin County, of which CMSA is a founding member and the Lead Agency.

Award recipients will now progress to the state level competition between the award winners in the 17 CWEA sections. Pursuant to the Employee Award Recognition Administrative Policy, individual award recipients will receive a \$100 monetary award, and environmental services and laboratory employees will receive \$100 for the Community Engagement and Outreach Program of the Year award.

**Attachment:**

- CMSA Resolution No. 358





**CMSA Resolution No. 358**

***RESOLUTION OF APPRECIATION  
TO THE EMPLOYEES OF CMSA FOR RECEIVING  
2023 CWEA - REDWOOD EMPIRE SECTION AWARDS***

**WHEREAS**, On October 15, 1979, the Central Marin Sanitation Agency (CMSA) was formed through a joint exercise of powers agreement, and a regional treatment facility was constructed and has been operating since January 1985; and

**WHEREAS**, CMSA staff have operated and maintained the Agency's treatment plant, solids handling facilities, renewable power generation systems, and organic waste receiving facility in an effective, efficient, and safe manner to continuously protect the public health and environment for the residents in Central Marin County; and

**WHEREAS**, CMSA is a member of the California Water Environment Association's (CWEA) Redwood Empire Section, which includes wastewater organizations in Marin, Sonoma, Napa, Solano, and Mendocino counties; and

**WHEREAS**, the CWEA awarded the **Community Engagement and Outreach Program of the Year** to the Wastewater Treatment Agencies of Marin County, for their successful collaborative countywide public education and outreach program, which is administered and managed by CMSA staff, and reached over 6,186 people this year; and

**WHEREAS**, the CWEA awarded the Electrical/Instrumentation Person of the Year Award to **Tony Drady**, who has been with the Agency for 5 years, in recognition of his proactive approach to safe work practices, and his involvement in the design and installation of a climate control system in the facility's main switchgear; and

**WHEREAS**, the CWEA awarded the Operator of the Year Award to **Mike Silva**, who has been with the Agency for 17 years, in recognition of his professionalism as a Lead Operator at CMSA, leading the Operations team on the Cogeneration System Installation and Centrifuge Replacement projects; and

**WHEREAS**, the CWEA awarded the Murray McKinnie Award to **Cody Leveque**, who has been with the Agency for 1.5 years, in recognition of his hard work obtaining a Grade I Wastewater Certificate and transitioning from a Utility Laborer to an Operator in Training; and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners recognizes and appreciates the dedication and commitment of the Agency employees for operating,

maintaining, and managing the Agency facilities and conducting Agency business in a manner to achieve the CWEA award recognitions.

***PASSED AND ADOPTED*** at the meeting of the Central Marin Sanitation Agency Commissioners, County of Marin, State of California, on February 13, 2024.

AYES:

NAYS:

ABSTAIN:

ABSENT:

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Doug Kelly, Commission Chair

ATTEST:

By \_\_\_\_\_  
Dean DiGiovanni, Secretary



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**BOARD MEMORANDUM**

February 8, 2024

To: CMSA Commissioners and Alternates

From: Jason Dow, General Manager

**Subject: Organic Waste Receiving and Power Delivery Program Report**

**Recommendation:** Informational - Receive the report and provide any comments or direction to the General Manager.

**Summary:** The Agency tracks a significant amount of information for its organic waste receiving and power delivery programs. Staff uses some of this information to prepare and distribute a monthly Organic Waste Program and Digester Report. The December 2023 Report is attached and has general information on: digester health and operations, organic waste program revenues and expenses, renewable power sale revenue, very detailed monthly data on organic material types and quantities received from each hauler, digester feed and health metrics, and data on biogas generation and cogeneration system runtime on biogas. Also attached is a diagram showing the key projects associated with the power delivery program.

**Discussion:** In 2013, CMSA completed a major capital project that replaced the original floating steel digester covers with membrane covers, replaced the original digester gas mixers with pump mixing systems, and constructed an organic waste receiving facility (OWRF). In November 2013, the first organic waste load was received for anaerobic co-digestion with wastewater solids, one of the only California wastewater treatment facilities accepting organic waste for co-digestion at that time. Over the past 10 years, various organic wastes have been received at the OWRF, such as Fats, Oils, and Grease (FOG), soy and almond whey, Lagunitas Brewery wastewater, pre-consumer processed foods, depackaged food materials, and various other liquid wastes. The consistently delivered organic wastes have been FOG from restaurant and grocery store grease interceptors and a pre-consumer food waste slurry from Marin Sanitary Service (MSS). Over the past year, FOG loads from several small haulers have been delivered, MSS installed a food depackager system and is obtaining expired packaged food for processing, and the Agency has contracted with Republic Services for future delivery of processed food waste.

Over the next year, the CalRecycle funded OWRF storage tank expansion project will be completed by April, which adds another 15,000 gallon above ground liquid organic waste storage tank, the OWRF access hatch will be widened to allow delivery of processed food waste

from standard size delivery truck containers, and MSS plans to expand its collection of pre-consumer and depackaged food wastes.

Depending on the ratio of FOG and food waste delivered to the digesters and the future increases of primary and secondary wastewater sludges, the digesters have the processing capacity to produce additional biogas to generate upwards of 2,000 kW of renewable power, which is double the capacity of the Jenbacher cogeneration system. A recently completed digester capacity model can be used to approximate the additional power generation potential, based on the ratio of feed materials. Given the California Energy Commission requirement to forecast daily power delivery for a generator with a nameplate rating greater than 1 megawatt, staff plans to hire an engineering consulting firm to perform an alternative biogas use evaluation for volumes produced beyond the amount that can be used in the Jenbacher cogeneration system. Future regulatory changes, such as effluent nutrient removal requirements, could substantially increase the on-site power demands for CMSA's facilities, leaving less power available for export to the grid.

Highlights from the 2023 Organic Waste and Power Delivery Programs are summarized below.

- Seven different haulers delivered 3.94 million gallons of FOG for co-digestion.
- MSS delivered 2,633 tons of food waste for co-digestion, a mixture of pre-consumer food waste slurry and depackaged expired food products.
- Digester volatile solids mass loading from organic wastes averaged 37%, well within the 55-60% loading limits determined by the Pilot Digester Study.
- Average daily biogas generation was 260K ft<sup>3</sup>.
- Average daily cogeneration runtime on biogas was 19hr/day.
- Organic waste program revenues were \$167,450, and expenses were \$140,600.
- MCE power sale revenues were \$64,000.
- Avoided power purchase expenses exceeded \$1 million.

Each week, Operations staff produces a Digester Monitoring and Power Production Report. Attached are the Power Summary and Percent Power Produced Summary graphs from that report. The Power Summary graph shows the power produced by the cogeneration system each day of the month, in kW/h, how much power was produced from biogas and natural gas fuels, and how much power was exported and sold to MCE. The Percent Power Produced Summary graph shows the percentage of power generated from biogas and natural gas fuels

each day of the month. Renewable power generation and exporting occurred 23 days in January. CMSA cannot deliver power to MCE when using natural gas as fuel in the cogeneration system.

**Attachments:**

- 1) December 2023 Monthly Organic Waste Program and Digester Report
- 2) Power Production Graphs – January 2023
- 3) CMSA Renewable Power Delivery Program Diagram







## MEMORANDUM

February 1, 2024

To: CMSA Staff

From: Technical Services Department

Subject: December 2023 Monthly Organic Waste Program and Digester Report

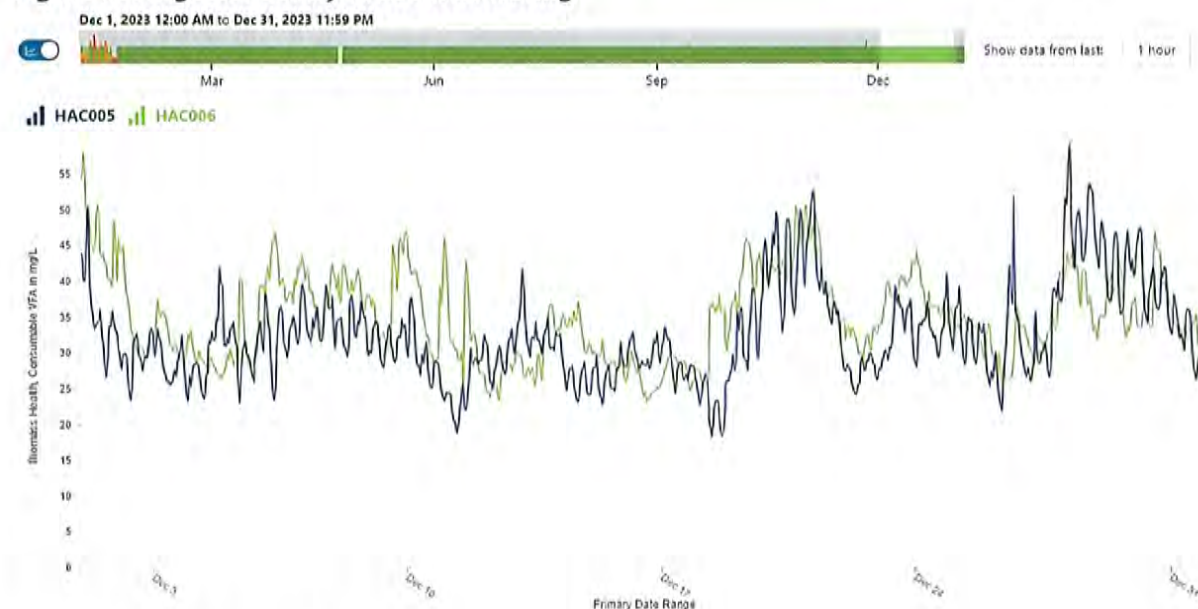
## Organic Waste Program Summary

| Monthly Totals                      | FOG      | Depackaged FW | FW    |
|-------------------------------------|----------|---------------|-------|
| Number of Trucks                    | 60       | 2             | 33    |
| Total Volume (Gallons/Tons)         | 264,700  | 16.3          | 257.6 |
| Average Truck Volume (Gallons/Tons) | 4,412.67 | 8.15          | 7.81  |

## Digester Process Metrics Summary

- The average Volatile acid concentration was 1,146 mg/L. CMSA's KPI range is approximately 1,200 mg/L-1,750 mg/L.
- The average Alkalinity concentration was 5,213 mg/L.
- The average Volatile solids destruction was 68% and detention time was 48 days.
- The average Biogas generation was 297,620 cf/day.
- The Process Control Team continue to monitor and maintain the Sentry sensor system.

## Figure #2: Digester Sentry Probe Monitoring



## Maintenance Summary

- All monthly preventive maintenance work orders were completed.

### Organic Waste Program Expenses

| Expense Description                  | Monthly            | Year-to-Date         |
|--------------------------------------|--------------------|----------------------|
| Equipment Power Usage                | 7,048.32 kWh       | 99,546.72 kWh        |
| Maintenance Labor Costs <sup>1</sup> | \$ 3,426.72        | \$ 62,896.15         |
| Operations Labor Costs <sup>1</sup>  | \$ 2,198.09        | \$ 50,991.51         |
| Administration Costs <sup>1</sup>    | \$ 1,328.00        | \$ 15,936.00         |
| Supplies & Other Costs               | \$ 0               | \$ 10,770.97         |
| <b>Total Costs</b>                   | <b>\$ 6,952.81</b> | <b>\$ 140,594.63</b> |
|                                      |                    |                      |
| Estimated Energy Costs <sup>2</sup>  | \$ 1,169.18        | \$ 14,575.25         |

### Organic Waste Program Revenues

| Revenue Description                        | Monthly             | Year-to-Date         |
|--|---------------------|----------------------|
| FOG Revenues                               | \$ 7,642.61         | \$ 97,841.45         |
| Food Waste Revenues                        | \$ 6,892.63         | \$69,607.95          |
| <b>Total Revenues</b>                      | <b>\$ 14,535.24</b> | <b>\$ 167,449.40</b> |
|  |                     |                      |
| Estimated Biogas Energy Value <sup>3</sup> | \$43,384.04         | \$511,599.95         |

### 2023 Marin Clean Energy (MCE) Revenue<sup>4</sup>

| Reporting Period | Monthly Revenue | Year-to-Date (YTD) Revenue |
|------------------|-----------------|----------------------------|
| January          | \$7,959.40      | \$7,959.40                 |
| February         | \$5,285.69      | \$13,245.09                |
| March            | \$4,997.89      | \$18,242.98                |
| April            | \$4,900.50      | \$23,143.48                |
| May              | \$4,743.12      | \$27,886.60                |
| June             | \$3,990.14      | \$31,876.74                |
| July             | \$4,513.57      | \$36,390.31                |
| August           | \$3,341.49      | \$39,731.80                |
| September        | \$6,063.02      | \$45,794.82                |
| October          | \$8,002.01      | \$53,796.83                |
| November         | \$4,518.79      | \$58,315.62                |
| December         | \$5,724.00      | \$64,039.62                |

<sup>1</sup>CMSA labor costs use weighted labor rates.

<sup>2</sup>Energy costs are estimated based on avoided natural gas procurement costs and are not included in total costs. These values are estimated numbers based on a yearly average SPURR charge of \$0.88.

<sup>3</sup>Biogas Energy Values are estimated based on the avoided natural gas procurement costs for the time periods when the cogeneration engine is in operation on biogas and are not included in total costs. These values are estimated numbers based on a yearly average SPURR charge.

<sup>4</sup>MCE Revenue is updated upon receipt of invoice from MCE, which may be received beyond the date of this report for any given month.

# Organic Waste Receiving Facility

## Monthly Summary Report

Reporting Period: January, 2023 to December, 2023

### Fat's Oils & Grease (FOG) Delivery Information

| Monitoring Period | SRC Gallons | SRC # of Loads | Pioneer Gallons | Pioneer # of Loads | Roy's Gallons | Roy's # of Loads | Alansi's Gallons | Alansi's # of Loads | R&D Grease Gallons | R&D Grease # of Loads | Northbay Gallons | Northbay # of Loads | City Sewer Gallons | City Sewer # of Loads | Total Gallons | Total # of Loads |
|-------------------|-------------|----------------|-----------------|--------------------|---------------|------------------|------------------|---------------------|--------------------|-----------------------|------------------|---------------------|--------------------|-----------------------|---------------|------------------|
| Jan 2023          | 318,550     | 55             | 3,000           | 1                  |               | 0                | 2,700            | 2                   | 595                | 1                     | 4,700            | 1                   | 3,000              | 1                     | 332,545       | 61               |
| Feb 2023          | 339,610     | 59             | 12,000          | 3                  | 1,200         | 1                | 7,500            | 4                   |                    | 0                     |                  | 0                   | 2,000              | 1                     | 362,310       | 68               |
| Mar 2023          | 290,910     | 51             | 4,000           | 1                  | 6,000         | 3                | 11,500           | 6                   |                    | 0                     |                  | 0                   | 17,200             | 6                     | 329,610       | 67               |
| Apr 2023          | 304,800     | 53             | 8,000           | 2                  | 2,400         | 2                | 13,500           | 7                   |                    | 0                     |                  | 0                   |                    | 0                     | 328,700       | 64               |
| May 2023          | 331,325     | 56             | 3,000           | 1                  | 6,700         | 4                | 16,500           | 8                   |                    | 0                     |                  | 0                   | 9,600              | 3                     | 367,125       | 72               |
| Jun 2023          | 315,700     | 54             | 3,000           | 1                  | 8,000         | 5                | 15,500           | 8                   |                    | 0                     |                  | 0                   | 7,000              | 3                     | 349,200       | 71               |
| Jul 2023          | 258,100     | 45             | 4,000           | 1                  | 3,500         | 2                | 18,800           | 12                  |                    | 0                     |                  | 0                   | 11,400             | 5                     | 285,800       | 65               |
| Aug 2023          | 299,300     | 52             |                 | 0                  |               | 0                | 12,700           | 8                   |                    | 0                     |                  | 0                   | 3,200              | 2                     | 315,200       | 62               |
| Sep 2023          | 351,560     | 61             |                 | 0                  |               | 0                | 12,000           | 7                   |                    | 0                     |                  | 0                   | 5,800              | 2                     | 369,360       | 70               |
| Oct 2023          | 321,750     | 57             | 4,500           | 1                  | 1,200         | 1                | 15,000           | 10                  | 550                | 1                     |                  | 0                   |                    | 0                     | 343,000       | 70               |
| Nov 2023          | 246,850     | 42             | 6,500           | 2                  | 5,200         | 3                | 13,000           | 8                   | 1,135              | 2                     |                  | 0                   | 7,200              | 2                     | 279,885       | 59               |
| Dec 2023          | 236,200     | 41             |                 | 0                  | 1,200         | 1                | 22,100           | 14                  | 550                | 1                     |                  | 0                   | 5,200              | 3                     | 265,250       | 60               |
| Minimum           | 236,200     | 41             | 3,000           | 0                  | 1,200         | 0                | 2,700            | 2                   | 550                | 0                     | 4,700            | 0                   | 2,000              | 0                     | 265,250       | 59               |
| Maximum           | 351,560     | 61             | 12,000          | 3                  | 8,000         | 5                | 22,100           | 14                  | 1,135              | 2                     | 4,700            | 1                   | 17,200             | 6                     | 369,360       | 72               |
| Total             | 3,614,655   | 626            | 48,000          | 13                 | 35,400        | 22               | 160,800          | 94                  | 2,830              | 5                     | 4,700            | 1                   | 71,600             | 28                    | 3,937,985     | 789              |
| Average           | 301,221     | 52             | 5,333           | 1                  | 3,933         | 2                | 13,400           | 8                   | 708                | 0                     | 4,700            | 0                   | 7,160              | 2                     | 328,165       | 66               |

### Food Waste Delivery Information

| Monitoring Period | MSS Tons | MSS # of Loads |
|-------------------|----------|----------------|
| Jan 2023          | 185      | 31             |
| Feb 2023          | 180      | 29             |
| Mar 2023          | 198      | 32             |
| Apr 2023          | 189      | 32             |
| May 2023          | 164      | 28             |
| Jun 2023          | 197      | 32             |
| Jul 2023          | 209      | 33             |
| Aug 2023          | 203      | 30             |
| Sep 2023          | 250      | 36             |
| Oct 2023          | 277      | 38             |
| Nov 2023          | 322      | 43             |
| Dec 2023          | 258      | 33             |
| Minimum           | 164      | 28             |
| Maximum           | 322      | 43             |
| Total             | 2,633    | 397            |
| Average           | 219      | 33             |

### Food Waste Pomace Bin Pick Up and % Reject

| Monitoring Period | Wt. Of FW Delivery Tons | # of Pomace Rins Tons | Wt of FW minus Pomace Tons | % of Reject Material per Bin |
|-------------------|-------------------------|-----------------------|----------------------------|------------------------------|
| Jan 2023          | 182                     | 6                     | 176                        | 3.4                          |
| Feb 2023          | 170                     | 8                     | 162                        | 4.7                          |
| Mar 2023          | 213                     | 4                     | 209                        | 1.7                          |
| Apr 2023          | 167                     | 4                     | 163                        | 2.3                          |
| May 2023          | 157                     | 5                     | 152                        | 2.9                          |
| Jun 2023          | 175                     | 4                     | 171                        | 2.3                          |
| Jul 2023          | 236                     | 3                     | 233                        | 1.3                          |
| Aug 2023          | 220                     | 5                     | 216                        | 2.0                          |
| Sep 2023          | 228                     | 4                     | 224                        | 1.6                          |
| Oct 2023          | 257                     | 4                     | 253                        | 1.5                          |
| Nov 2023          | 334                     | 5                     | 329                        | 1.6                          |
| Dec 2023          | 254                     | 5                     | 249                        | 2.0                          |
| Minimum           | 157                     | 3                     | 152                        | 1.3                          |
| Maximum           | 334                     | 8                     | 329                        | 4.7                          |
| Total             | 2,592                   | 56                    | 2,537                      |                              |
| Average           | 216                     | 5                     | 211                        | 2.3                          |



# Organic Waste Receiving Facility

## Monthly Summary Report

| Reporting Period:    |    |                       |
|----------------------|----|-----------------------|
| <u>January, 2023</u> | to | <u>December, 2023</u> |

### Total Solids Digester Feed Information

| Monitoring Period | Primary Sludge                | Primary Sludge % of Total Loading | TWAS                          | TWAS % of Total Loading | Organic Slurry                | Organic Slurry % of Total Loading | Total Solids Feed to Digester |     |
|-------------------|-------------------------------|-----------------------------------|-------------------------------|-------------------------|-------------------------------|-----------------------------------|-------------------------------|-----|
|                   | 4708<br>Lbs (Total by Weight) | %                                 | 4716<br>Lbs (Total by Weight) | %                       | 4724<br>Lbs (Total by Weight) | %                                 | Lbs                           | %   |
| Jan 2023          | 382,172                       | 51                                | 151,764                       | 20                      | 210,501                       | 28                                | 744,437                       | 100 |
| Feb 2023          | 311,606                       | 44                                | 89,056                        | 12                      | 311,813                       | 44                                | 712,474                       | 100 |
| Mar 2023          | 484,936                       | 48                                | 158,627                       | 16                      | 367,595                       | 36                                | 1,011,158                     | 100 |
| Apr 2023          | 338,547                       | 55                                | 88,596                        | 14                      | 193,326                       | 31                                | 620,468                       | 100 |
| May 2023          | 335,130                       | 44                                | 123,438                       | 16                      | 305,136                       | 40                                | 763,703                       | 100 |
| Jun 2023          | 317,891                       | 54                                | 86,144                        | 15                      | 189,809                       | 32                                | 593,844                       | 100 |
| Jul 2023          | 257,289                       | 50                                | 88,836                        | 17                      | 172,428                       | 33                                | 518,554                       | 100 |
| Aug 2023          | 304,061                       | 53                                | 88,866                        | 16                      | 176,109                       | 31                                | 569,035                       | 100 |
| Sep 2023          | 262,120                       | 46                                | 86,443                        | 15                      | 224,576                       | 39                                | 573,138                       | 100 |
| Oct 2023          | 272,539                       | 43                                | 78,906                        | 13                      | 276,102                       | 44                                | 627,547                       | 100 |
| Nov 2023          | 298,586                       | 45                                | 147,307                       | 22                      | 224,022                       | 33                                | 669,915                       | 100 |
| Dec 2023          | 377,280                       | 45                                | 205,497                       | 25                      | 248,537                       | 30                                | 831,314                       | 100 |
| Minimum           | 257,289                       | 43                                | 78,906                        | 12                      | 172,428                       | 28                                | 518,554                       | 100 |
| Maximum           | 484,936                       | 55                                | 205,497                       | 25                      | 367,595                       | 44                                | 1,011,158                     | 100 |
| Total             | 3,942,156                     |                                   | 1,393,478                     |                         | 2,899,952                     |                                   | 8,235,587                     |     |
| Average           | 328,513                       | 48                                | 116,123                       | 17                      | 241,663                       | 35                                | 686,299                       | 100 |

### Volatile Solids Digester Feed Information

| Monitoring Period | Primary Sludge                | Primary Sludge % of Total Loading | TWAS                          | TWAS % of Total Loading | Organic Slurry                | Organic Slurry % of Total Loading | Total Volatile Solids Feed to Digester |     |
|-------------------|-------------------------------|-----------------------------------|-------------------------------|-------------------------|-------------------------------|-----------------------------------|--|-----|
|                   | 4708<br>Lbs (Total by Weight) | %                                 | 4716<br>Lbs (Total by Weight) | %                       | 4724<br>Lbs (Total by Weight) | %                                 | Lbs                                    | %   |
| Jan 2023          | 303,305                       | 49                                | 120,046                       | 19                      | 195,850                       | 32                                | 619,201                                | 100 |
| Feb 2023          | 272,202                       | 43                                | 65,877                        | 11                      | 288,427                       | 46                                | 626,506                                | 100 |
| Mar 2023          | 400,107                       | 46                                | 126,811                       | 14                      | 350,208                       | 40                                | 877,126                                | 100 |
| Apr 2023          | 298,321                       | 55                                | 64,546                        | 12                      | 178,914                       | 33                                | 541,781                                | 100 |
| May 2023          | 295,456                       | 44                                | 92,550                        | 14                      | 281,422                       | 42                                | 669,428                                | 100 |
| Jun 2023          | 278,448                       | 53                                | 69,300                        | 13                      | 175,398                       | 34                                | 523,145                                | 100 |
| Jul 2023          | 220,141                       | 49                                | 73,187                        | 16                      | 156,379                       | 35                                | 449,707                                | 100 |
| Aug 2023          | 258,452                       | 52                                | 73,621                        | 15                      | 164,053                       | 33                                | 496,126                                | 100 |
| Sep 2023          | 222,839                       | 45                                | 71,056                        | 14                      | 206,217                       | 41                                | 500,112                                | 100 |
| Oct 2023          | 231,386                       | 42                                | 66,143                        | 12                      | 260,027                       | 47                                | 557,555                                | 100 |
| Nov 2023          | 258,427                       | 44                                | 126,444                       | 21                      | 208,508                       | 35                                | 593,379                                | 100 |
| Dec 2023          | 320,688                       | 46                                | 173,527                       | 25                      | 200,179                       | 29                                | 694,395                                | 100 |
| Minimum           | 220,141                       | 42                                | 64,546                        | 11                      | 156,379                       | 29                                | 449,707                                | 100 |
| Maximum           | 400,107                       | 55                                | 173,527                       | 25                      | 350,208                       | 47                                | 877,126                                | 100 |
| Total             | 3,359,771                     |                                   | 1,123,108                     |                         | 2,665,582                     |                                   | 7,148,460                              |     |
| Average           | 279,981                       | 47                                | 93,592                        | 16                      | 222,132                       | 37                                | 595,705                                | 100 |



# Organic Waste Receiving Facility

## Monthly Summary Report

Reporting Period:

January, 2023

to

December, 2023

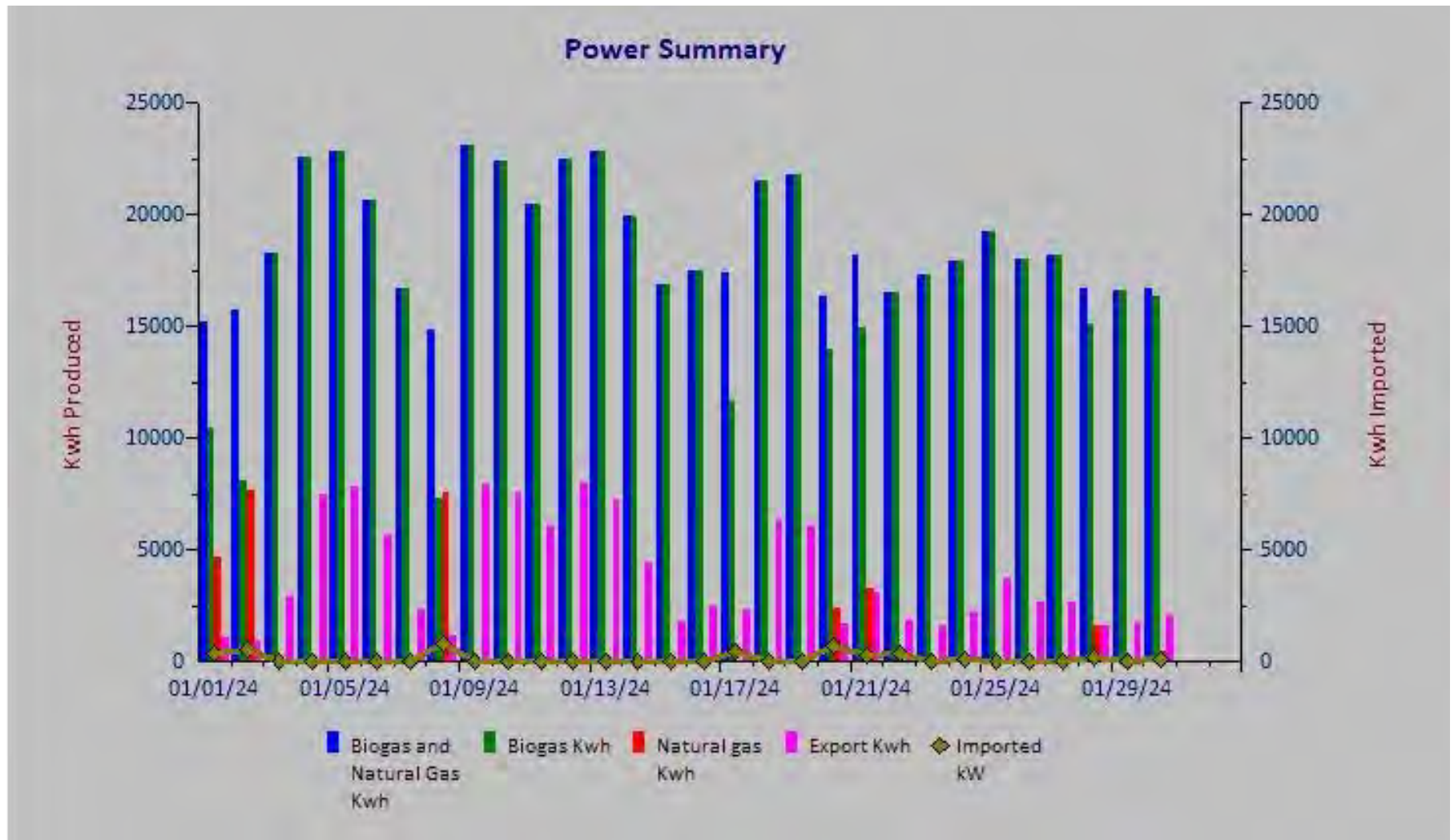
### Digester Health Analytical Information

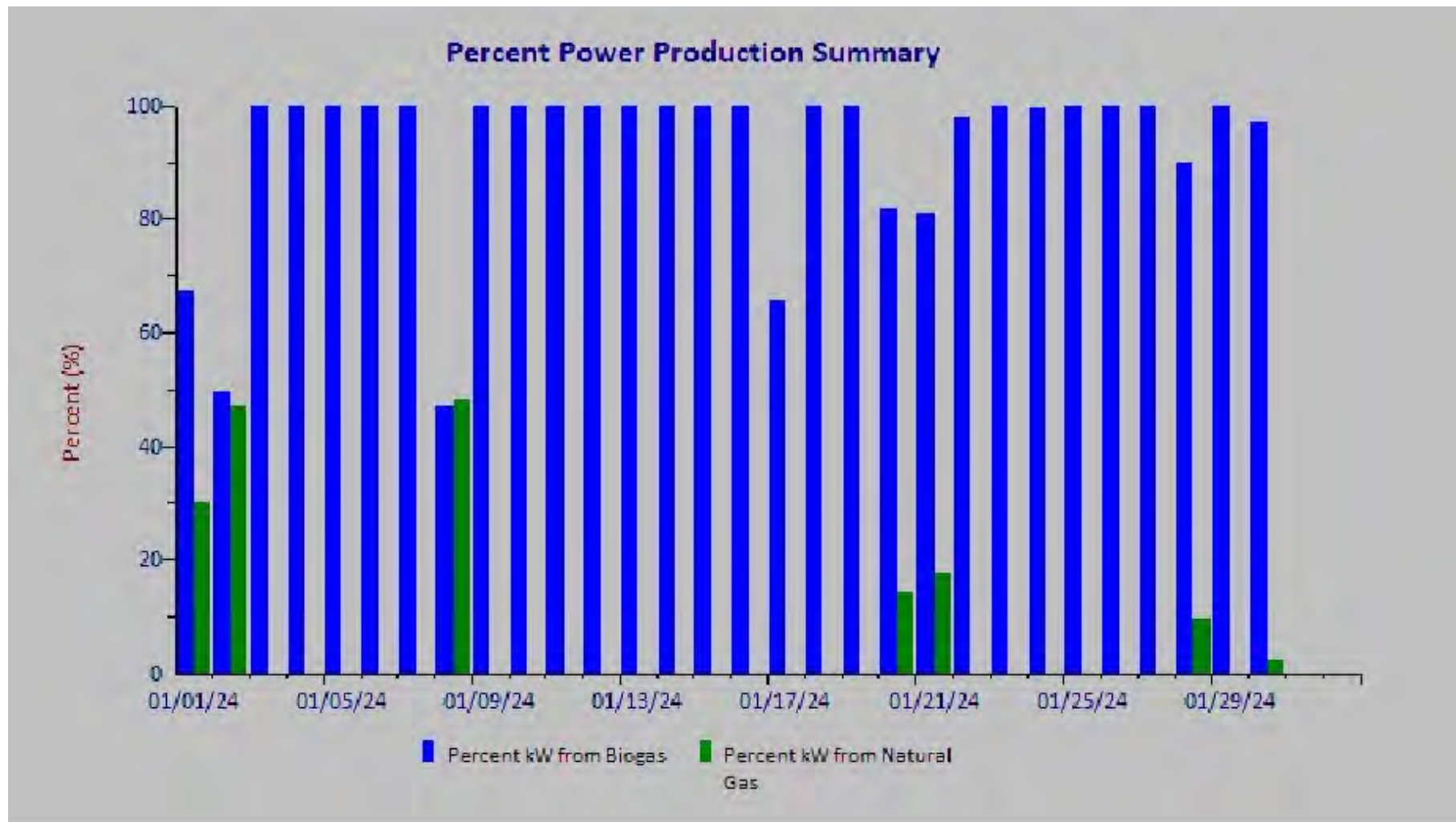
| Monitoring Period | Alkalinity (Average)<br>4968<br>mg/l | Volatile Acid (Average)<br>4966<br>mg/l | VA/Alk Ratio (Average)<br>4969<br>Number | pH (Average)<br>4970<br>SU | Detention Time (Average)<br>4951<br>Days | Volatile Solids Reduction (Average)<br>4742<br>% |
|-------------------|--------------------------------------|---|--|----------------------------|--|--|
| Jan 2023          | 4,096                                | 53.3                                    | 0.0124                                   | 7.25                       | 36.7                                     | 63.7   |
| Feb 2023          | 4,319                                | 55.0                                    | 0.0128                                   | 7.29                       | 42.0                                     | 62.3   |
| Mar 2023          | 4,497                                | 55.6                                    | 0.0125                                   | 7.25                       | 38.2                                     | 65.5   |
| Apr 2023          | 4,474                                | 51.8                                    | 0.0117                                   | 7.32                       | 41.5                                     | 68.2   |
| May 2023          | 4,027                                | 53.8                                    | 0.0131                                   | 7.33                       | 37.9                                     | 61.1   |
| Jun 2023          | 3,964                                | 55.7                                    | 0.0140                                   | 7.29                       | 46.2                                     | 69.7   |
| Jul 2023          | 4,086                                | 56.2                                    | 0.0134                                   | 7.29                       | 54.1                                     | 67.5   |
| Aug 2023          | 4,178                                | 61.0                                    | 0.0149                                   | 7.29                       | 50.3                                     | 68.3   |
| Sep 2023          | 4,102                                | 65.3                                    | 0.0158                                   | 7.30                       | 47.3                                     | 68.2   |
| Oct 2023          | 4,030                                | 41.9                                    | 0.0507                                   | 7.28                       | 50.2                                     | 73.4   |
| Nov 2023          | 4,777                                | 617.4                                   | 0.2095                                   | 7.31                       | 48.8                                     | 72.5   |
| Dec 2023          | 5,213                                | 1,146.0                                 | 0.2198                                   | 7.31                       | 47.5                                     | 68.4   |
| Minimum           | 3,964                                | 41.9                                    | 0.0117                                   | 7.25                       | 36.7                                     | 61.1   |
| Maximum           | 5,213                                | 1,146.0                                 | 0.2198                                   | 7.33                       | 54.1                                     | 73.4   |
| Average           | 4,314                                | 192.8                                   | 0.0501                                   | 7.29                       | 45.1                                     | 67.4   |

### Digester Biogas Information

| Monitoring Period | Biogas Produced<br>4938<br>cf/day | Cogen Run Time on Biogas<br>10748<br>Hours | Natural Gas Purchased (Average)<br>6017<br>Therms |
|-------------------|-----------------------------------|--|---|
| Jan 2023          |                                   | 21.4                                       | 140.3   |
| Feb 2023          | 263,068                           | 21.7                                       | 151.5   |
| Mar 2023          | 270,335                           | 19.5                                       | 245.0   |
| Apr 2023          | 282,525                           | 21.6                                       | 154.8   |
| May 2023          | 247,778                           | 17.4                                       | 192.6   |
| Jun 2023          | 245,733                           | 15.7                                       | 163.1   |
| Jul 2023          | 225,036                           | 17.7                                       | 339.7   |
| Aug 2023          | 222,834                           | 17.5                                       | 361.9   |
| Sep 2023          | 269,609                           | 20.4                                       | 195.7   |
| Oct 2023          | 273,157                           | 20.5                                       | 197.2   |
| Nov 2023          | 267,135                           | 17.9                                       | 327.7   |
| Dec 2023          | 297,620                           | 17.0                                       | 406.5   |
| Minimum           | 222,834                           | 15.7                                       | 140.32  |
| Maximum           | 297,620                           | 21.7                                       | 406.45  |
| Average           | 260,439                           | 19.0                                       | 239.67  |
| Total             | 82,746,470                        | 28   | 86,600  |

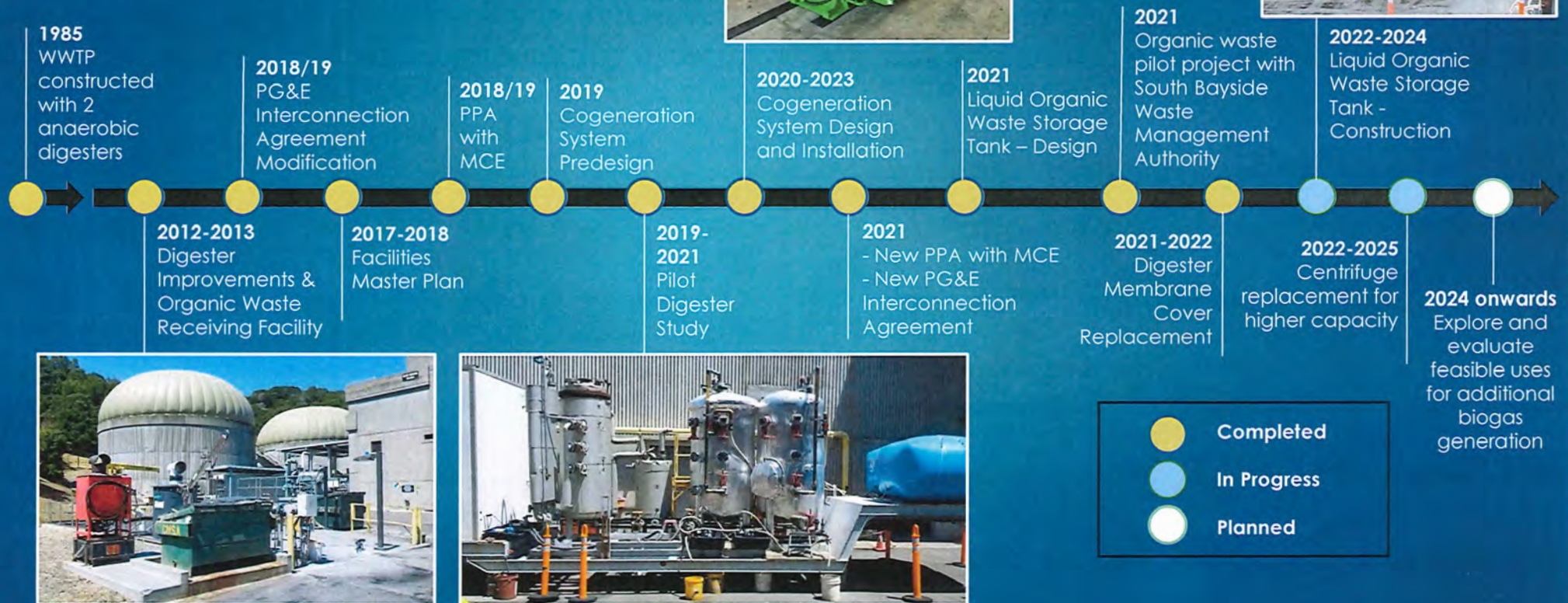








# CMSA Renewable Power Delivery Program







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**BOARD MEMORANDUM**

February 8, 2024

**To:** CMSA Commissioners and Alternates

**From:** Jason Dow, General Manager

**Subject:** **Marin Airporter Site License Agreement Amendment**

**Recommendation:** Approve Amendment #1 to the Site License Agreement Between CMSA and Marin Airporter, and provide any comments or direction to the General Manager.

**Summary:** CMSA and Marin Airporter (Airporter) entered into a Site License Agreement (Agreement) in July 2019, under which Airporter has parked Marin Transit District buses in the CMSA Corporation Yard and its bus drivers park their personal vehicles in the CMSA employee parking area. The Agreement's term expires in July 2024, and Airporter has requested a one-year extension pursuant to the Agreement's terms, which staff supports.

**Fiscal Impact:** Airporter's current monthly license fee is \$5,933. In calendar year 2023, CMSA received \$70,202 in license fees and \$9,945 for various damage repair reimbursements.

**Discussion:** After execution of the Agreement, CMSA made the site improvements outlined in the Agreement, such as installation of a person access gate, security cameras, and facility gate modifications. Airporter reimbursed CMSA for the initial improvements and other property repairs during the Agreement's initial term. The Agreement states that the term may be extended in one-year increments after the initial term. Airporter and its drivers have complied with the provisions in the Agreement and have generally kept their parking areas clean and organized. Staff supports extending the Agreement. Amendment #1 to the Agreement is attached and has the following proposed revisions to the Agreement.

- 1) Agreement term is extended to July 17, 2025.
- 2) Notices are sent to Matt Wexler, who replaced Larry Leporte as the Airporter CEO.
- 3) Notices can also be sent by email in addition to US mail and hand delivery.
- 4) The Annual license fee increases by the San Francisco Bay Area Consumer Price Index (CPI) on the Agreement's anniversary date. Airporter has requested a 4% CPI cap.

**Attachment:**

- Amendment #1 to the Site License Agreement Between CMSA and Marin Airporter





# CENTRAL MARIN SANITATION AGENCY

Jason R. Dow P.E.  
General Manager

1301 Andersen Drive, San Rafael, CA 94901-5339

Phone (415) 459-1455

Fax (415) 459-3971

www.cmsa.us

## AMENDMENT #1

### SITE LICENSE BETWEEN CMSA AND MARIN AIRPORTER

This Amendment to the Agreement is dated this \_\_\_\_\_ day of February 2024, and is made by and between Central Marin Sanitation Agency (hereinafter CMSA), a joint powers agency in Marin County, California and Marin Airporter.

### RECITALS

- A. CMSA entered into a Site License Agreement with Marin Airporter, dated July 17, 2019, to provide parking areas for Marin Transit District vehicles and Airporter employees; and
- B. CMSA and Marin Airporter now desire to amend the Agreement to extend its term and incorporate revisions as described below.

NOW, THEREFORE, in consideration of the recitals and mutual promises contained herein, CMSA and Marin Airporter agree to amend the above referenced Agreement as follows:

- 1) Agreement term is extended to July 17, 2025.
- 2) Notices are sent to Matt Wexler, Airporter CEO.
- 3) Notices can be sent by email in addition to US mail and hand delivery.
- 4) The annual license fee increases by the San Francisco Bay Area Consumer Price Index (CPI) on the Agreement's anniversary date, and has a 4% CPI cap.

All other terms and provisions of the 2019 Site License Agreement remain unchanged.

IN WITNESS THEREOF, the parties have executed this Amendment and accept all terms and conditions on this day of February 14, 2024.

Marin Airporter

Central Marin Sanitation Agency

\_\_\_\_\_  
Matt Wexler, CEO

\_\_\_\_\_  
Jason Dow, General Manager







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**BOARD MEMORANDUM**

February 8, 2024

To: CMSA Commissioners and Alternates

From: Jacky Wong, Associate Engineer

Reviewed: Peter Kistenmacher, Technical Services Manager

Approved: Jason Dow, General Manager

**Subject: Authorization to Bid the FY24 Pavement Repair Project  
(CMSA Contract No. 24-21)**

**Recommendation:** Adopt the construction contract documents for the FY24 Pavement Repair Project, and authorize the General Manager to advertise the project for public bidding.

**Summary:** Staff prepared the construction contract documents for the FY24 Pavement Repair Project (Project) and recommends advertising the Project for public bidding in mid-February for work to begin in the spring. The project's contract documents are available at the Agency's administrative office for Board member and public review.

**Fiscal Impact:** The Agency's Capital Improvement Program (CIP) has \$305,000 allocated for the Project in FY24, and the engineer's estimate is \$295,000.

**Discussion:** The Project includes a Type II slurry seal treatment to extend the pavement's lifespan and reduce the future need for more expensive resurfacing methods. Slurry seal involves applying a mixture of asphalt emulsion, aggregates, water, and additives onto the existing pavement surface. The process also includes road cleaning, crack sealing, and multiple sweeps post-application of the slurry. Slurry seal will be applied on the main plant road from the facility security gate to the chemical storage building, and from the effluent pump station to the solids handling building.

In several areas where the pavement has significantly settled, compromising pavement integrity, the pavement will be rehabilitated or replaced using more extensive measures, such as grinding and asphalt overlaying or full-depth asphalt replacement. Existing wooden roadway edging that has deteriorated will also be replaced.

If public bidding is authorized, staff will issue the public bid advertisement after the February 13 Board meeting, and a construction award recommendation will be prepared by the April 2024 Board meeting. Construction is anticipated to begin in early May and end in June 2024.

**Environmental Review:** This Project is exempt from the requirements of the California Environmental Quality Act (CEQA) because this is a routine action necessary to restore and replace existing equipment. This Project qualifies for the CEQA "common sense exemption," which states under Section 15061(b)(3) of CEQA: *"A project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA."* Projects that are proposed within existing CMSA facilities which comprise routine maintenance actions, such as maintenance and/or replacement, repair or upgrade of existing internal structures and equipment, would not generate any environmental effects and would qualify for a common sense exemption. Filing a Notice of Exemption with the County Clerk and the State Clearinghouse is not required.

**Alignment with Strategic Plan:** This Project aligns with the Agency's FY24 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 1.2: Manage the Agency's equipment and assets consistent with CIP and maintenance programs.*





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**BOARD MEMORANDUM**

February 8, 2024

To: CMSA Commissioners and Alternates

From: Peter Kistenmacher, Technical Services Manager

Approved: Jason Dow, General Manager

**Subject: Food Waste Disposal Services Agreement with Sustainable Organics Solutions**

**Recommendation:** Approve the Food Waste Disposal Services Agreement with Sustainable Organics Solutions LLC, and provide comments or direction to the General Manager, as appropriate.

**Summary:** Sustainable Organics Solutions, LLC (SOS) learned about the Agency's organic waste receiving program, and has expressed interest in delivering processed food wastes to our receiving facility. Staff prepared the attached Food Waste Disposal Services Agreement with SOS, modeled after the Marin Sanitary Services (MSS) agreement, with a few updates and editorial changes for streamlining purposes. The agreement has been reviewed and accepted by SOS.

**Discussion:** Since 2013, the Agency has maintained a thriving organic waste program that was predominantly built around the delivery of pre-processed food waste from MSS and acceptance of Fats, Oils, and Grease (FOG) pumped from restaurant grease traps by private haulers. A separate item on the February 13 Board meeting agenda provides a comprehensive update on the CMSA organic waste and power delivery programs, highlighting the recent achievement of producing more renewable energy than the Agency consumes in a month.

In June 2022, the Board approved an updated agreement with MSS, and in December 2022, a similar agreement with Republic Services of Sonoma County for future deliveries of food waste from their currently planned Sonoma facility. In recent months, there has been increased interest from new feedstock providers to bring material to CMSA. At the same time, a completed digester capacity model indicates that CMSA has the capacity to accept additional feedstocks to maximize the utilization of its new Jenbacher cogeneration engine and to increase revenues from feedstock tipping fees and renewable power sales to MCE.

SOS is a solid waste collection and processing entity based in Santa Clara, California. Like MSS, they collect and process food waste to remove contaminants. They have indicated that, due to

the increasing enforcement actions associated with California's organic waste diversion law (SB 1383), they would need to find new disposal locations to manage the processed organic waste and that it is becoming increasingly harder to do so.

As the impacts of SB 1383 become more widespread across the State, CMSA anticipates the potential for additional haulers to request to deliver organic wastes. Staff proposes using the Agreement as a template for those haulers. Additionally, the majority of CMSA's FOG since 2013 has been brought by one hauler, SRC, and staff seeks to formalize this partnership in a similar FOG delivery agreement with SRC and other minor FOG haulers. Staff seeks the Board's guidance on how to approach such future agreements. One option would be to bring new agreements to the Board for consideration of approval. An alternative approach would be for the Board to revise its Financial Contracting Policy, delegating disposal agreement approval authority to the General Manager. For the second option, the General Manager would utilize the template agreement and report new executed agreements to the Board at its next meeting.

**Attachment:**

- Food Waste Disposal Services Agreement with Sustainable Organics Solutions, LLC

**AGREEMENT BETWEEN  
THE CENTRAL MARIN SANITATION AGENCY  
AND  
SUSTAINABLE ORGANIC SOLUTIONS LLC  
FOR THE  
FOOD WASTE DISPOSAL SERVICES**

**FEBRUARY 2024**

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**AGREEMENT BETWEEN  
THE CENTRAL MARIN SANITATION AGENCY  
SUSTAINABLE ORGANIC SOLUTIONS LLC  
FOR THE  
FOOD WASTE DISPOSAL SERVICES**

This Agreement is entered into and executed as of the \_\_\_\_ day of February, 2024 (the “Effective Date”), by and between the Central Marin Sanitation Agency (“CMSA”) a joint powers authority in Marin County, and Sustainable Organic Solutions LLC (“Hauler”), (together referred to as the “Parties” or “Party”).

**RECITALS**

**WHEREAS**, Hauler is a company that provides food waste processing and disposal services; and

**WHEREAS**, CMSA has two anaerobic digesters that produce biogas for beneficial use as fuel;  
and

**WHEREAS**, CMSA believe’s its Facility currently has the capacity to accept daily amounts food waste, in accordance with the terms of this Agreement; and

**WHEREAS**, the Parties agree that the quantity that CMSA can accept from Hauler may increase or decrease in the future,

**WHEREAS**, the Parties agree to cooperate with each other in good faith to implement or amend this Agreement.

**NOW, THEREFORE**, in consideration of the terms and conditions contained in this Agreement and for other good and valuable consideration, CMSA and Hauler agree as follows:

## ARTICLE 1. DEFINITIONS

**Accept** (or **Acceptance** or other variations thereof) is the transfer of ownership of Food Waste from Hauler to CMSA.

**Agreement** means this Agreement, which may be amended and supplemented pursuant to Section 12.06.

**Applicable Law** means all statutes, rules, regulations, permits, orders, or requirements of the Federal, State, County, and local government authorities and agencies having applicable jurisdiction, that apply to or govern the Facility, the Site, or the performance of the Parties' respective obligations hereunder in effect as of the Execution Date and as amended and/or enacted hereinafter.

**Change in Law** means the occurrence of any event or change in Applicable Law as follows:

(1) the adoption, promulgation, amendment, modification, rescission, revision or repeal of any Applicable Law or change in judicial or administrative interpretation thereof occurring after the Execution Date hereof; or

(2) any order or judgment of any Federal, State, or local court, administrative agency or governmental body issued after the Execution Date hereof if:

(i) such order or judgment is not the result of the willful misconduct or negligent action or inaction of the Party relying thereon or of any third party for whom the Party relying thereon is directly responsible; and

(ii) the Party relying thereon, unless excused in writing from so doing by the other Party, shall make or have made, or shall cause or have caused to be made, Reasonable Business Efforts in good faith to contest such order or judgment (it being understood that the contesting in good faith of such an order or judgment shall not constitute or be construed as willful misconduct or negligent action of such Party); or

(3) the imposition by a governmental authority or agency of any new or different material conditions in connection with the issuance, renewal, or modification of any permit or approval after the Execution Date; or

(4) the failure of a governmental authority or agency to issue, or the suspension, termination or rejection of, any permit or approval after the Execution Date hereof.

**Commercial Food Waste Generator** means those restaurants, grocery stores, markets, and other food processing businesses participating in the Hauler's food waste collection program

**Contract Year** means CMSA's fiscal year of July 1 of one year to June 30 of the following year.

**Delivery (Deliver or Delivered** or other variations thereof) means arrival of Hauler at the Site entrance during Facility Receiving Hours for the purposes of delivering Food Waste to CMSA.

**Disposal** means depositing of Pomace or Residual of Digested Food Solids for beneficial use, including, but not limited to composting, land application, , or disposal at an authorized landfill.

**Facility** means the CMSA's wastewater treatment plant located at 1301 Andersen Drive, San Rafael, California.

**Facility Receiving Hours** are hours when the CMSA will be open to Accept Food Waste at the Facility as defined in Section 6.03.

**Food Waste** means pre-processed organic consumer food materials from Hauler's Facility acceptable for anaerobic codigestion at CMSA's Facility. No food waste extracted from Municipal Solid Waste shall be allowed. Food Waste includes fruits, vegetables, meat, seafood, small bones, dairy, eggs, breads, pastas, sauces, cooking oil, grease, tea bags, coffee grounds and filters, and other related food waste materials. Food waste can be either of a solid consistency (typically greater than 22% solids) that is delivered in an end-dump trailer, or if can be diluted into a pumpable food waste slurry (typically less than 22% solids) at the Hauler's facility that is delivered in a tanker truck.

**Force Majeure** event includes but is not limited to floods, earthquakes, epidemics, pandemics, government orders and restrictions, and other extraordinary acts of nature, war or insurrection, riots, or other similar catastrophic events, not caused or maintained by the Party seeking relief, which event is not reasonably within the ability of that Party to intervene in or control to the extent that such event has a materially adverse effect on the ability of that Party to perform its obligations hereunder. No event, the effects of which could have been prevented by reasonable precautions, including compliance with Applicable Laws, shall be a Force Majeure event. No failure of performance by CMSA, Hauler, their respective contractors shall be a Force Majeure event unless such failure is itself caused by a Force Majeure event as to CMSA, Hauler, and their respective contractors.

**Hazardous Waste** means materials that are hazardous, including but not limited to:

(1) "Hazardous Waste" pursuant to Section 40141 of the California Public Resources Code; all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by Sections 25110.02, 25115, and 25117 of the California Health and Safety Code (the California Hazardous Waste Control Act), California Health and Safety Code Section 25100 et seq., and future amendments to or recodification of such statutes or regulations promulgated thereunder, including 23 California Code of Regulations Sections 2521 and 2522;

(2) materials regulated under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended (including, but not limited to, amendments thereto made by the Solid Waste Disposal Act Amendments of 1980), and related Federal, State and local laws and regulations;

(3) materials regulated under the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq., as amended, and related Federal, State of California, and local laws and regulations, including the California Toxic Substances Account Act, California Health and Safety Code Section 25300 et seq.;

(4) materials regulated under the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601, et seq., as amended, and regulations promulgated thereunder; and

(5) materials regulated under any future additional or substitute Federal, State or local laws and regulations pertaining to the identification, transportation, treatment, storage or disposal of toxic substances or Hazardous Waste; with the exception that Hazardous Waste, for the purpose of this Agreement, shall specifically exclude Household Hazardous Waste.

If two or more governmental agencies having concurrent or overlapping jurisdiction over Hazardous Waste adopt conflicting definitions of "Hazardous Waste," for purposes of collection, transportation, processing and/or disposal, the more restrictive definition shall be employed for purposes of this Agreement.

**Holidays** are New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day or any other day that CMSA gives Hauler seventy-two (72) hours' prior written notice that the Facility will not be in operation that day.

**Household Hazardous Waste** are those wastes resulting from products used by the general public for household purposes which, because of their quantity, concentration, or physical or chemical characteristics, may pose a substantial known or potential hazard to human health or the environment when improperly treated, disposed, or otherwise managed.

**Labor Action** means labor unrest, including strike, work stoppage, lock-out, slowdown, sick-out, picketing, industrial disturbance, and any other concerted job action.

**Liquid Organic Waste** means all other processed, screened, liquid materials that are received at the Facility for codigestion, including but not limited to Fats, Oils, and Grease (FOG), soy whey, brewery and winery wastewater, and other food and beverage manufacturing wastewater.

**Notice** (or **Notify** or other variation thereof) means written notice given by one Party to the other Party in relation to the execution of the various obligations of both Parties under this Agreement.

**Permits** means all Federal, State and local, statutory or regulatory approvals, or other measures or mechanisms necessary for either Party to be in full legal compliance in the performance of all their obligations, as renewed or amended from time to time.

**Person** includes any individual, firm, association, organization, partnership, corporation, trust, joint venture, the United States, the State, a county, a municipality or special district, or any other entity whatsoever.



**Pomace** means material resulting from processing the Food Waste through the Facility's paddle finisher after acceptance and prior to digestion, that requires recycling or Disposal.

**Pre-process** means the handling, removal of Unacceptable Materials, and processing of the Food Waste by Hauler.

**Process** (or **Processing** or any other variation thereof) means the handling, digestion, and Disposal of Food Waste, Pomace, and Residual of Digested Food Solids by CMSA at the Facility after Acceptance.

**Reasonable Business Efforts** means those efforts a reasonably prudent business Person would expend under the same or similar circumstances in the exercise of such Person's business judgment, intending in good faith to take steps calculated to satisfy the obligation that such Person has undertaken to satisfy.

**Hauler Facility** means the Sustainable Organic Solutions LLC food waste processing facility in Santa Clara, California.

**Residual of Digested Food Solids** means material remaining after digestion and dewatering of Food Waste that requires Disposal.

**Site** means the parcel of land on which the Facility is situated.

**Ton** means a unit of measure for weight equivalent to two thousand (2,000) standard pounds (where each pound contains 16 ounces).

**Unacceptable Material(s)** means wastes or other materials that CMSA cannot Process as part of the Food Waste and are considered contamination, including but not limited to plastic, styrofoam, glass, metal, bones, paper, cardboard, wood, yard waste, cans, straps, ropes, cords, wires, bottles or any other material in quantities that would impact CMSA's ability to process Food Waste or meet regulatory compliance.

De minimis quantities of these wastes materials which under typical operating circumstances would not significantly disrupt Facility operations will not be considered Unacceptable Materials. At the execution date of this Agreement, CMSA has determined that De minimus quantities of contamination over a 12 month period result in less than \$29,500 of unplanned corrective maintenance, which includes unclogging and repairing pumping systems among other tasks. This definition may evolve over time by mutual agreement of the Parties to reflect new methods that allow processing of additional materials.

**Uncontrollable Circumstance(s)** means any act, event, or condition outside either Party's control and not the result of willful or negligent action or inaction on the part of such Party, whether affecting the Facility, Hauler Facility, or either Party, which materially and adversely affects the ability of either Party to perform any of its obligations under this Agreement, including:

(1) The failure of any appropriate Federal, State, or local public agency or private utility having operational jurisdiction in the area in which the Facility or Hauler Facility is located, to provide and maintain utilities, services, water, sewer or power transmission lines which are required for Facility operations or Hauler Facility operations; or

(2) A Change in Law or applicable regulations, such as including without limitation changes to the Facility's Air Permit conditions; or

(3) The suspension or interruption of either Party's operations as a result of any release, spill, power outage, contamination, migration or presence of any Hazardous Waste, petroleum and petroleum products or as a result of any release, spill, contamination of toxic materials where the Party is not liable for the release, spill or contamination, or a potentially responsible party. The suspension of operations due to a release, spill or contamination where the Party's liability for the release, spill or contamination arises solely from Party's status as the operator of the facility or owner of the property will be considered an Uncontrollable Circumstance; or

(4) A treatment process upset to the Facility that prevents the use of the digesters, or a disruption to the Hauler Facility operation or similar event not related to Food Waste processing and; or

(5) A Force Majeure event that temporarily or permanently interrupts Facility operations or Hauler Facility operations; or

(6) A Facility equipment or control system failure that interrupts the ability of the Facility to receive and process the Food Waste; or

(7) A Hauler Facility equipment failure that interrupts the ability of the Hauler Facility Station to receive, preprocess, or transport Food Waste.

The following are excluded from Uncontrollable Circumstances, without limitation, unless caused by an Uncontrollable Circumstance listed above:

(1) Adverse changes in the financial condition of either Party or any Change in Law with respect to any taxes based on or measured by net income, or any unincorporated business, payroll, franchise or employment taxes;

(2) The consequences of errors on the part of either Party, its employees, agents, subcontractors or affiliates, including errors in plans and specifications that should reasonably have been identified;

(3) The failure of either Party to secure and/or maintain the necessary regulatory permits for delivery and processing of Food Waste; and

(4) The lack of fitness for use, or the failure to properly maintain, of any materials, equipment or parts constituting any portion of the Facility or Hauler Facility.

(5) Labor Actions of or affecting the employees or contractors (including, in the case of Hauler, other Collectors) of the Party that is asserting Uncontrollable Circumstances.

## ARTICLE 2. REPRESENTATIONS AND WARRANTIES

### 2.01 Of CMSA. CMSA represents and warrants as of the date hereof:

**a. Status.** CMSA is a publicly owned utility formed under the California Joint Exercise of Powers Act.

**b. Authority and Authorization.** CMSA has full legal right, power, and authority to execute this Agreement and perform its obligations hereunder. This Agreement has been duly executed by CMSA and constitutes a legal, valid, and binding obligation of CMSA enforceable against CMSA in accordance with its terms. CMSA has complied with Applicable Law in entering into this Agreement.

**c. No Conflicts.** The execution by the CMSA of this Agreement, the performance by the CMSA of its obligations under, and the fulfillment by the CMSA of the terms and conditions of, this Agreement does not knowingly (1) conflict with, violate or result in a breach of any Applicable Law; or (2) conflict with, violate, or result in a breach of any term or condition of any judgment, order or decree of any court, administrative agency or other governmental authority, or any agreement or instrument to which CMSA is a Party or by which CMSA or any of its properties or assets are bound, or constitute a Default thereunder.

**d. No Approvals.** CMSA warrants that all legally required Permits and approvals of whatsoever nature have been secured for CMSA to provide services hereunder and meet CMSA's obligations, and CMSA further warrants that it shall, at its sole cost and expense, keep in effect or obtain at all times during the Term all permits, and approvals which are legally required for CMSA to provide such services and meet its obligations.

**e. No Litigation.** There is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality pending or, to the best of CMSA's knowledge, threatened, against CMSA wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by CMSA of its obligations hereunder or in connection with the transactions contemplated hereby, or which, in any way, would adversely affect the validity of, or the ability to enforce, this Agreement or any other agreement or instrument entered into by CMSA in connection with the transactions contemplated hereby.

**f. Public Works.** The services requested by CMSA under this Agreement do not constitute a "public work" and are not subject to any of the provisions of the Public Works law, Labor Code Sections 1720-1901, nor of the regulations promulgated thereunder.

### 2.02 Of Hauler. Hauler represents and warrants as of the date hereof:

**a. Status.** Hauler is a corporation duly organized and validly existing under the laws of the State of California.

**b. Authority and Authorization.** Hauler has full legal right, power and authority to execute this Agreement, and perform its obligations hereunder. This Agreement has been duly executed by Hauler and upon execution constitutes a legal, valid, and binding obligation of Hauler enforceable against Hauler in accordance with its terms and in accordance with Hauler corporate resolution. Hauler has

complied with Applicable Law in entering into this Agreement. Notwithstanding the foregoing, Hauler does not have the authority to act for, or to waive any rights of, any of the jurisdictions in the Hauler Service Area with respect to the Food Waste delivered to the Facility.

**c. No Conflicts.** Neither the execution by Hauler of this Agreement, the performance by Hauler of its obligations hereunder, nor the fulfillment by Hauler of the terms and conditions hereof: (1) conflicts with, violates, or results in a breach of Applicable Law; or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, order or decree of any court, administrative agency or other governmental authority, or any agreement or instrument to which Hauler is a Party or by which Hauler or any of its properties or assets are bound, or constitutes a Default thereunder.

**d. No Approvals.** No approval, authorization, license, permit, order or consent of, or declaration, registration or filing with any governmental or administrative authority, commission, board, agency or instrumentality is required for the valid execution and delivery of this Agreement by Hauler.

**e. No Litigation.** There is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality pending or, to the best of Hauler's knowledge, threatened, against Hauler that would materially adversely affect the performance by Hauler of its obligations hereunder or in connection with the transactions contemplated hereby, or which, in any way, would adversely affect the validity of, or the ability to enforce this Agreement or any other agreement or instrument entered into by Hauler in connection with the transactions contemplated hereby.

## **ARTICLE 3. THE PARTIES**

### **3.01 Independent Contractor.**

The Parties intend that each will perform its obligations as an independent contractor and neither as a partner of or joint venturer with the other. No agents, employees, contractors, consultants, licensees, agents or invitees of a Party will be deemed to be employees, contractors, licensees, agents or invitees or agents of the other Party.

### **3.02 Parties in Interest.**

Nothing in this Agreement, whether express or implied, is intended to confer any rights on any Persons other than the Parties and their respective representatives, successors, and permitted assigns.

### **3.03 Binding on Successors.**

Subject to Section 12.03 below, the provisions of this Agreement shall inure to the benefit of and be binding on the successors and permitted assigns of the Parties.

### **3.04 Confidentiality of Information.**

The Parties acknowledge and agree that information submitted by either Party pursuant to this Agreement may be subject to compulsory disclosure upon request from a member of the public under the California Public Records Act, Government Code Section 6250 *et seq.*

### **3.05 Sole Responsibility.**

Each Party shall be solely responsible for the acts and omissions of its officers, employees, contractors, and agents.

## **ARTICLE 4. TERM OF AGREEMENT**

### **4.01 Term.**

This Agreement shall become effective on the date its been executed by both Parties and will continue in effect for approximately five (5) years thereafter (the “Term”) unless terminated earlier by either Party in accordance with Article 7 or 11. The first year of the Term will end on February 14, 2025 and the fifth year of the Term will end on February 14, 2029.

### **4.02 Term Extensions.**

**a. Agreement to Extend.** The Parties may agree in writing to extend this Agreement on mutually acceptable terms after the end of the initial Term. Each extension will be of at least 12 months in duration and will be part of the Term. The Parties shall endeavor to commit to an extension at least ninety (90) days before the expiration of the then-current Term.

**b. Agreement in Full Effect.** All provisions of this Agreement shall remain in effect during any extension except as otherwise agreed to in a written instrument signed by both Parties.

### **4.03 Survival of Certain Provisions.**

All indemnifications provided for herein and any other rights and obligations of the Parties expressly stated to survive the termination of this Agreement, shall survive such termination including, but not limited to, the following provisions: Section 6.05 (Records and Reports), Article 8 (Insurance) and Article 9 (Indemnity).

## **ARTICLE 5. PREPARATION, DELIVERY, AND ACCEPTANCE OF FOOD WASTE**

### **5.01 Delivered Food Waste.**

Hauler will use Reasonable Business Efforts and will employ specified procedures to ensure that all Food Waste Delivered by Hauler to CMSA's Facility has been Pre-processed, is free of Unacceptable Materials, and is acceptable based on CMSA's requirements for its Food Waste processes and its Facility processes as set forth in this Agreement.

Deliveries of Food Waste by Hauler will commence when Hauler notifies CMSA that food waste is available.

**a. Pre-processing of Food Waste.** Before Delivery, the Food Waste must be pre-processed into pieces approximately one inch square in size or smaller at the Hauler facility. Options for pre-processing include a hammermill, a press and polishing system, or depackaging equipment or like equipment. CMSA must be informed of the specific equipment being employed at Hauler facility prior to receiving food waste, and Hauler must inform CMSA at least 4 weeks prior to any proposed changes in the pre-processing equipment at Hauler's facility.

**b. Preventing Contamination of Loads.** Hauler will use Reasonable Business Efforts to prevent Unacceptable Materials from being included in Food Waste Delivered by Hauler to CMSA.

### **5.02 Acceptance of Food Waste.**

**a. Acceptance and Ownership of Food Waste.** CMSA shall accept an aggregate of up to 6,000 gallons per day, twice a week, of Food Waste from Hauler during the Term. Food waste shall be delivered at approx 20% Total Solids Content and CMSA and Hauler agree to discuss adjusting these maximum amount based on Hauler and CMSA Facility capacities. Food waste shall be delivered in a tanker truck.

Notwithstanding the above, CMSA shall have the right but not the obligation to inspect each and every load of Food Waste to confirm that no Unacceptable Materials are contained therein. Food Waste will be deemed Accepted unless CMSA rejects the materials as they are being offloaded or immediately after offloading at the Facility. If the Food Waste is contaminated in a manner that could not be ascertained upon visual inspection during dumping but CMSA notifies Hauler prior to completion of processing that the Food Waste contains Unacceptable Materials, it shall have the right to reject the remainder of that load of Food Waste.

**b. Rejection of Unacceptable Material.**

(1) Inspection. CMSA may use Reasonable Business Efforts to detect and discover Unacceptable Material.

(2) Rejection of Contaminated Loads. CMSA may reject any loads containing Unacceptable Materials, if a qualified CMSA representative observes Unacceptable Materials discharged into the Food Waste receiving tank and believes, using their professional judgment, that the Unacceptable Materials are of a type or quantity that will disrupt Facility operations (e.g., by clogging pipelines or



damaging equipment or impacting the digestion process, the biogas utilization process, or the disposability of dewatered biosolids).

Should CMSA reject any Delivered loads of Food Waste at the Facility due to the presence of Unacceptable Materials, CMSA shall immediately upon discovery notify the delivery truck driver and the Hauler authorized representative (as defined below) verbally, identifying CMSA's reason for rejection of the Delivered Food Waste and identifying the specific Hauler truck that Delivered the rejected Food Waste, if possible. If CMSA rejects Food Waste Delivered to the Facility per Section 5.02.a, Hauler will promptly remove the rejected Food Waste from the Facility at its own expense.

## ARTICLE 6. OTHER PROGRAM COMMITMENTS

### 6.01 Facility Operations.

**a. Operating Throughput Commitment.** Hauler estimates a maximum of 6,000 gallons per day, twice a week, of Food Waste (after the required Pre-processing and including the weight of any dilution water that may be added at Hauler's facility). Target delivered percent Total Solids Content is approximately 20%. Food waste will be delivered in a tanker truck.

**b. Vehicle Turnaround.** CMSA will use Reasonable Business Efforts to allow Hauler's vehicles to enter, position their vehicles for dumping, dump their load of Food Waste (including Facility clean up), turnaround and exit the Facility within an average of sixty (60) minutes or less after arriving at the Facility absent vehicle breakdown, driver negligence, lack of cooperation on the part of the driver, or driver parking to use restrooms, telephone or other driver or truck-related issues, and provided that the truck arrives at the Facility during Facility Receiving Hours. If delivering in an end dump, Hauler has visited the CMSA site and is aware that a full standard length and width end-dump trailer will not fit. A shorter and narrower end dump trailer is required Hauler or a tanker truck for pumpable food waste.

**c. Facility Clean-up.** Hauler will clean and wash down the Facility's Food Waste receiving area after each load of Food Waste is dumped into its underground receiving tank. Upon completion of the dumping and cleaning, all debris and liquid waste that may have spilled during the dumping operation shall be removed and the area left in a clean and orderly state. Washdown water, hoses, brooms, and a dumpster are located at the Facility's Food Waste receiving area and may be used by Hauler for Facility clean-up. If Hauler fails to clean up its debris and/or liquid waste, CMSA shall be entitled to charge Hauler the sum of One Hundred Dollars (\$100.00) for each delivery that Hauler fails to clean-up.

**c. Permits.** Hauler will be responsible at its own expense for any and all permits required for the collection and Pre-processing of Food Waste, and delivery of Food Waste to the Facility as well as the disposal of rejected Food Waste and debris and liquid waste spilled during loading into the vehicles and transportation to the Facility.

### 6.03 General Operations.

**a. Facility Receiving Hours.** Unless otherwise agreed upon by the Parties in advance, CMSA shall receive Food Waste from Hauler at the Facility between the hours of 6:00 a.m. and 4:00 p.m. each Monday through Friday, and between the hours of 9:00 a.m. and 12:00 p.m. on Saturdays, excluding Holidays.

**b. Notification in Emergency.** It is the responsibility of Hauler to Notify CMSA of emergencies, and changes in scheduling of the delivery of Food Waste.

**c. Scale Operation.** The Hauler Transfer Station operator will weigh each Food Waste delivery vehicle before and after loading for (1) CMSA billing purposes, and (2) to determine the amount of materials received. The scale weight information for each delivery vehicle will be provided to CMSA at the time of each Delivery to the Facility. Upon request, Hauler will provide verification that the scales are routinely calibrated and certified by the County.

**d. Continuous Operations.** CMSA shall keep open and operate the Facility continuously and uninterrupted, during Facility Receiving Hours, except when CMSA is prevented from doing so by any Uncontrollable Circumstance, rejection of Unacceptable Material, performing scheduled maintenance of the Food Waste processing equipment, or if a CMSA digester is out-of-service or has a processing disruption or other related wastewater treatment plant processes, such as biosolids disposal or dewatering centrate processing.

**e. Traffic Flow.** CMSA shall direct traffic upon entry to the Site so that Hauler's vehicles travel, queue, unload, and exit in a safe manner.

#### **6.04 Disposal of Pomace, Residual of Digested Food Solids, and Unacceptable Materials.**

**a. Pomace.** CMSA will coordinate the Disposal of all Pomace from the Facility processing. Hauler will pay its proportionate share of the pomace disposal fee which will be based on the tons of Hauler delivered Food Waste divided by the total tons of Food Waste received by the Facility from all sources since the last Pomace storage container disposal.

**b. Residual of Digested Food Solids.** CMSA at its own expense will dispose of the Residual of Digested Food Solids through compost, land application, landfill direct disposal, or any other disposal/reuse method consistent with State of California regulations.

**c. Unacceptable Materials.** At its own expense, CMSA cleans the Facility's food waste storage tank quarterly and deposits debris and Unacceptable Materials into debris bins. Hauler will pay its proportionate share of the Unacceptable Material disposal fee which will be based on the tons of Hauler delivered Food Waste divided by the total tons of Food Waste received by the Facility during the prior quarter.

#### **6.05 Records.**

**a. General Record Keeping.** CMSA and Hauler shall each maintain such records related to their individual performances under this Agreement as shall be reasonably necessary to develop the reports required by this Agreement. CMSA and Hauler agree to receive input from the other if necessary on data collection, information and record keeping, and reporting activities required to comply with Applicable Laws and to meet their reporting and Food Waste program management needs. CMSA and Hauler shall provide the other with copies of all such records promptly upon request.

CMSA and Hauler shall maintain records required to conduct their own operations, to support requests either may make of the other, and to respond to reasonable requests for information necessary to conduct their respective businesses. Adequate record security shall be maintained to preserve records from events that can be reasonably anticipated such as fire, water damage, theft, and earthquake. Electronically maintained data/records shall be protected and backed up in order to ensure complete and accurate retrieval of information.

**b. Retention of Records.** Unless otherwise herein required, CMSA and Hauler shall retain all documents required to be maintained by this Agreement for at least five (5) years after the expiration or earlier termination of this Agreement. Alternatively, either Party may send its records and data to the other Party after the normal retention period has expired. Records and data that are specifically directed to be retained shall be made available to either Party upon receipt of a written request.

#### **6.06 Hauler Right to Tour and Inspect Facility.**

Hauler and its designated representative(s) have the right, to enter, observe, and tour the Facility on reasonable notice during Facility Receiving Hours. Hauler can also be accompanied on such tours by elected representatives, regulators, representatives from educational organizations, and public relations or media representatives. Hauler representatives and guests will comply with CMSA's safety and security rules at all times while on the Facility site.

#### **6.07 CMSA Right to Tour, Inspect, and Monitor Transfer Station.**

CMSA and its designated representative(s) have the right, to enter, observe, tour, inspect and monitor the Hauler Facility and its operations on reasonable notice to Hauler, Monday through Friday, during normal operating hours with legal holidays and weekends excluded. CMSA and its representatives will comply with Hauler's safety and security rules at all times.

## **ARTICLE 7. COMPENSATION**

### **7.01 General.**

CMSA's compensation provided for in this Article will be the full, entire and complete compensation due to CMSA pursuant to this Agreement for all labor, equipment, material and supplies, taxes, insurance, bonds, overhead, transport, Acceptance, Processing, Residual of Digested Food Solids Disposal, and all other things necessary to perform the services required by this Agreement in the manner and at the time prescribed, except for the disposal and corrective maintenance fees described in Section 6.04 and 7.03. Hauler is not obligated to reimburse CMSA for any losses that CMSA may incur due to fluctuations in the costs of processing Food Waste.

### **7.02 Disposal Fee and Fee Escalation.**

The Delivery fee at the Facility will be \$26.75 per ton of Food Waste from the Effective date until June 30, 2024. The Delivery fee shall be adjusted at the beginning of each Contract Year starting with July 1, 2024 by the amount of the annual percentage change in the Consumer Price Index for Water and Sewer and Trash Collection, U.S. city average, Bureau of Labor Statistics Series I.D. CUSR0000SEHG.

### **7.03 Facility Corrective Maintenance Expense Reimbursement.**

Hauler will reimburse CMSA annually for its proportionate share of Facility corrective maintenance expenses caused by delivery of Food Waste containing Unacceptable Materials in excess of De minimus amounts. Reimbursement proportioning will be determined by the annual tons of Food Waste delivered by Hauler divided by the total annual tons on Food Waste received by the Facility.

### **7.04 Revenue from Food Waste Digestion.**

The Parties agree that CMSA will retain all revenue and Renewable Energy Credits (RECs) realized from the sale of electricity generated by the codigestion of Food Waste.

## ARTICLE 8. INSURANCE

### 8.01 Insurance Requirements.

**a. Insurance.** Each Party shall purchase and maintain, in full force and effect during the Term adequate insurance that shall be no less than the types and amounts of insurance coverage listed below. Each Party's insurers must provide the other Party with thirty (30) calendar days' Notice of any cancellation or reduction in coverage and name the other Party, and its Board of Commissioners or Directors and its employees as additional insureds. Each Party, for itself and contractors, shall supply certificates of insurance and additional insured endorsement to the other Party showing compliance with this Article 8 prior to the delivery of any Food Waste to the Facility. The terms and obligations of this Article shall survive termination of this Agreement.

**b. Workers' Compensation Insurance.** Each Party shall purchase and maintain during the Term, Workers' Compensation and Employer's Liability insurance policy for all of its employees working on this project. Each Party shall ensure that its contractors performing any work pursuant to this Agreement for such Party shall procure and maintain at all times during this Agreement, Workers' Compensation and Employer's Liability insurance.

**c. Comprehensive General Liability Insurance.** Each Party shall purchase and maintain during the Term Comprehensive General Liability insurance policy in the amount of one million dollars (\$1,000,000) for combined single limit coverage for bodily injury, personal injury, and property damage. Each Party shall ensure that its contractors performing any work pursuant to this Agreement for such Party shall procure and maintain at all times during the Term, General Liability insurance that meets or exceeds the requirements of this Agreement.

The following coverages or endorsements must be indicated on the certificate:

(1) The other Party, its Commissioners or Directors, officers and employees are named as additional insureds in the policy;

(2) The coverage is primary to any other insurance carried by the other Party;

(3) The policy covers contractual liability for the assumption of liability of others;

(4) The policy is written on an occurrence basis;

(5) The policy covers broad form property damage liability

(6) The policy covers personal injury (libel, slander, and trespass) liability;

(7) The policy will not be canceled nor reduced without thirty (30) days' written notice to the other Party.

(8) The policy(ies) cover(s) products and completed operations.

**d. Automobile Liability Insurance.** Each Party shall purchase and maintain an Automobile Liability insurance policy that shall apply to all owned, hired, and non-owned autos, vehicles and trailers. The limits of liability shall not be less than \$1,000,000 combined single limit each accident for bodily injury and property damage. Each Party shall ensure that its contractors performing any work pursuant to this Agreement for such Party shall procure and maintain at all times during the Term, Automobile Liability insurance that meets or exceeds the requirements of this Agreement.

**e. Pollution Liability Insurance.** Each Party shall purchase and maintain a Pollution Liability insurance policy with limits not less than \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage. Each Party shall ensure that its contractors performing any work pursuant to this Agreement for such Party shall procure and maintain at all times during the Term, Pollution Liability insurance that meets or exceeds the requirements of this Agreement.

**f. Amounts of Insurance.** The amounts of insurance shall not be less than the following:

General Liability – one million dollars (\$1,000,000) per occurrence

Auto Liability – one million dollars (\$1,000,000) per occurrence

Worker's Compensation – State statutory limit

Pollution Liability – one million dollars (\$1,000,000) per occurrence

## **ARTICLE 9. INDEMNITY**

### **9.01 Hauler Indemnification.**

Hauler, to the greatest extent allowed by Applicable Law, will protect, hold free and harmless, defend and indemnify CMSA, including its Board of Commissioners, individual commissioners, employees, consultants, and agents (collectively “indemnitees” or individually “indemnatee”) from all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including reasonable attorney's fees, resulting from injury to or death sustained by any person (including Hauler’s or its subcontractors’ employees) or damage to property of any kind, which injury, death or damage arises out of or is in any way connected with Hauler’s or its contractors’ performance of any part of this Agreement. Hauler’s aforesaid indemnity, defense and save harmless agreement shall apply to any acts or omissions, or negligent conduct, whether active or passive, on the part of one or more of the indemnitees, except that said obligation of indemnity and hold harmless of an indemnatee shall not be applicable to injury, death or damage to property arising from the sole negligence or willful misconduct of that specific indemnatee. This indemnification, defense and hold harmless obligation shall extend to claims asserted after expiration or earlier termination, for whatever reason, of this Agreement.

### **9.02 CMSA Indemnification.**

CMSA, to the greatest extent allowed by Applicable Law, will protect, hold free and harmless, defend and indemnify Hauler, its Board of Directors, individual Directors, officers and employees (collectively “indemnitees” or individually “indemnatee”) from all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including reasonable attorney's fees, resulting from injury to or death sustained by any person (including CMSA’s employees) or damage to property of any kind, which injury, death or damage arises out of or is in any way connected with CMSA’s or its contractors’ performance of any part of this Agreement. CMSA’s aforesaid indemnity, defense and save harmless agreement shall apply to any acts or omissions, or negligent conduct, whether active or passive, on the part of one or more of the indemnitees, except that said obligation of indemnity and hold harmless of an indemnatee shall not be applicable to injury, death or damage to property arising from the sole negligence or willful misconduct of that specific indemnatee. This indemnification, defense and hold harmless obligation shall extend to claims asserted after expiration or earlier termination, for whatever reason, of this Agreement.



## ARTICLE 10. BREACHES, DEFAULTS, MEET AND CONFER

### 10.01 Breaches.

**a. Definition.** A breach is a material failure to perform any of the material obligations set forth in this Agreement.

**b. Notice of Breach.** Either Party shall promptly Notify the other Party regarding the occurrence of a breach as soon as such breach becomes known to the Noticing Party. Such Notice shall be given in writing.

**c. Cure of Breach** Hauler and CMSA shall begin cure of any breach that it commits as soon as possible after it becomes aware of its breach. Upon receiving written Notice of a breach, the breaching Party shall proceed to cure such breach as follows:

(1) Immediately, if the breach is such that in the determination of either CMSA or Hauler, the health, welfare or safety of the public is endangered thereby, unless immediate cure is impossible, in which event the Party required to cure shall Notify the other Party, and the other Party may seek substitute services.

(2) Within thirty (30) calendar days of receiving Notice of the breach; provided that if the nature of the breach is such that it will reasonably require more than thirty (30) calendar days to cure, the breaching Party shall not be in default so long as it promptly commences to cure its breach, secures written agreement from the other Party to extend the thirty (30) calendar day cure period (which the other Party shall not unreasonably refuse), and provides the other Party, no less than weekly, written status of progress in curing such breach, and diligently proceeds to complete same.

### 10.02 Default.

**a. Events of CMSA Default.** Each of the following shall constitute an event of default by CMSA.

(1) Uncured Breach of Agreement. CMSA fails to cure any breach as specified in Section 10.01.

(2) Repeated Pattern of the same Breaches. CMSA commits the same breach at least three (3) times during any twelve-month period during the Term.

**b. Notice of Default.** CMSA shall be in default from the date of receipt of a Notice from the Hauler identifying such default.

**c. Events of Hauler Default.** Each of the following shall constitute an event of default by Hauler.

(1) Uncured Breach of Agreement. Hauler fails to cure any breach as specified in Section 10.01.

(2) Repeated Pattern of Breaches. Hauler commits the same breach at least three (3) times during any twelve-month period during the Term.

**d. Notice of Default.** Hauler shall be in default from the date of receipt of a Notice from CMSA identifying such default.

### **10.03 Request to Meet and Confer.**

If any breach occurs that materially affects this Agreement or a Party's ability to perform under this Agreement or a change in Applicable law that affects either Party's ability to receive diversion credits under AB 939, either Party shall send Notice to the other Party describing the problem and requesting a meet and confer meeting. The Parties may choose to meet in person or by teleconference. The meet and confer process is intended to be a prerequisite to sending a Notice of Breach.

If either Party does not agree to meet and confer, does not appear at the meet and confer meeting, or if the Parties are not able to correct the breach or solve the problem resulting from a change in the Applicable Law within a reasonable period of time not to exceed thirty (30) days after the meet and confer, unless the time period is extended by mutual agreement, the aggrieved Party may send a Notice of Breach.

Notwithstanding the above, there is no requirement that the meet and confer process be used for a failure to pay, or for emergencies or urgent matters of public health.

### **10.04. Remedy for Breach, Other Remedies.**

The Parties shall be entitled to all available monetary or equitable remedies, including specific performance and injunctive relief.

**a. Hauler Remedies in the Event of CMSA Default.** Upon CMSA's failure to cure a breach pursuant to Section 10.01 or default pursuant to Section 10.02, Hauler shall, in addition to its right to collect monetary damages, have the following rights:

- (1) Waive Default. To, at its sole discretion, waive the CMSA breach or default in writing.
- (2) Termination. Terminate the Agreement in accordance with Article 11, provided that no termination shall be effective until Hauler has given written Notice to CMSA of its decision to terminate the Agreement.
- (3) All Other Available Remedies. In addition to, or in lieu of termination, to exercise all of its remedies in accordance with this Article and any other remedies at law and in equity, to which Hauler shall be entitled, according to proof.
- (4) Damages Survive. If CMSA owes any damages upon Hauler's termination of this Agreement, CMSA's liability under this Section 10.03 shall survive termination.

**b. CMSA Remedies in the Event of Hauler Default.** Upon Hauler's failure to cure a breach pursuant to Section 10.01 or default pursuant to Section 10.02, CMSA shall, in addition to its right to collect monetary damages, have the following rights:

- (1) Waive Default. To, at its sole discretion, waive the Hauler breach or default in writing.
- (2) Termination. Terminate the Agreement in accordance with Article 11, provided that no termination shall be effective until CMSA shall have given written Notice to Hauler of its decision to terminate the Agreement.

(3) All Other Available Remedies. In addition to, or in lieu of termination, to exercise all of its remedies in accordance with this Article and any other remedies at law and in equity, to which CMSA shall be entitled, according to proof.

(4) Damages Survive. If Hauler owes any damages upon CMSA's termination of this Agreement, Hauler's liability under this Section 10.03 shall survive termination.

#### **10.05 Waiver.**

A waiver by one Party of one breach or default by the other Party shall not be deemed to be a waiver of any other breach or default by that Party, including ones with respect to the same obligations hereunder, and including new incidents of the same breach or default. The subsequent acceptance of any damages or other money paid hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or default.

#### **10.06 Determination of Remedy or Cure of Breach or Default.**

Upon request of either Party, an event of breach or default shall be considered remedied or cured upon signature by both Parties of a written agreement specifying the event and stating that remedy and/or cure of such event has been completed.

#### **10.07 Uncontrollable Circumstances.**

**a. Performance Excused.** Neither Party shall be in breach of its obligations hereunder in the event, and for so long as, it is impossible or extremely impracticable for it to perform such obligations due to an Uncontrollable Circumstance if such Party exerted Reasonable Business Efforts to prevent such Uncontrollable Circumstance, and such Party expeditiously takes all actions within its control to end, or to ameliorate the effects of such Uncontrollable Circumstance as soon as possible.

**b. Notice.** The Party claiming excuse from performance of its obligations based on an Uncontrollable Circumstance shall Notify the other Party as soon as is reasonably possible, but in no event later than three (3) working days after the occurrence of the event constituting the Uncontrollable Circumstance. The Notice shall include a description of the event, the nature of the obligations for which the Party claiming Uncontrollable Circumstance seeks excuse from performance, the expected duration of the inability to perform and proposed mitigation measures.

## ARTICLE 11. TERMINATION

### 11.01 Parties' Right to Suspend or Terminate.

**a. Suspension.** Either Party shall have the right to suspend this Agreement, in whole or in part, upon the occurrence of a default under Article 10 regarding an occurrence that endangers public health, welfare or safety, provided such suspension is for no longer than forty-five (45) calendar days.

**b. Termination.** Hauler or CMSA have the right to terminate this Agreement for the following events:

(1) Occurrence of a default, or a breach which is not cured within the time frame specified, as set forth in Article 10. The terminating Party shall provide a 30-day notice.

(2) For any reason by providing a 30 day notice

**c. Payments Upon Termination.** Upon termination, CMSA shall accept as full payment for services rendered to the date of termination any payments required based on the portion of work actually performed. If Hauler has made any payment for services that have not been performed, then CMSA shall promptly repay to Hauler that amount.

## ARTICLE 12. OTHER PROVISIONS

### 12.01 Notices.

Except as otherwise specified in this Agreement, all communications made hereunder to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective physical or email addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section.

#### If to Hauler:

Sustainable Organic Solutions LLC Owner/President  
Attn: Louis Pellegrini  
1080 Walsh Avenue  
Santa Clara, California 95050  
Telephone: 6508149532  
LPellegrini@missiontrail.com

#### If to CMSA:

CMSA General Manager  
Attn: Jason Dow  
1301 Andersen Drive  
San Rafael, California 94901  
Telephone: (415) 459-1455  
Email: [jdow@cmsa.us](mailto:jdow@cmsa.us)

### 12.02 Authorized Representatives.

**a. Hauler.** For purposes of this Agreement, the Hauler authorized representative will be its Hauler Owner/President.

**b. CMSA.** For purposes of this Agreement, CMSA's authorized representative will be its General Manager.

### 12.03 Assignment.

Neither Party may assign its rights or responsibilities under this Agreement to any other Person without the consent of the other Party, which consent will not be unreasonably withheld.

### 12.04 Conflicting Provisions.

In the event the provisions of this Agreement herein conflict with those of the Exhibits hereto, the provisions of this Agreement shall prevail.

#### **12.05 Governing Law.**

This Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of California, irrespective of choice of law principles.

#### **12.06 Amendments.**

The Parties may change, modify, supplement, or amend this Agreement only upon mutual written agreement duly authorized and executed by both Parties.

#### **12.07 Venue; Attorneys' Fees.**

The exclusive venue for any legal proceedings shall be Marin County, or, in case of federal jurisdiction, Federal District Court, Northern District. The prevailing Party in any dispute arising under or in connection with this Agreement shall be entitled to recover its reasonable attorneys' fees and costs from the other Party.

#### **12.08 Entire Agreement.**

This Agreement contains the entire Agreement between the Parties with respect to the transactions contemplated hereby. All Exhibits are hereby incorporated into this Agreement by reference. This Agreement shall completely and fully supersede all prior understandings and agreements between the Parties with respect to such transactions, including the Prior Agreement except with respect to periods prior to the Effective Date. However, nothing in this paragraph shall supersede or diminish the representations and warranties as contained in Article 2. This Agreement shall not be interpreted for or against either Party, it having been prepared with the participation of both Parties.

#### **12.09 Savings Clause.**

If any phrase, clause, section, subsection, paragraph, subdivision, sentence, term, or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is finally found to be void, invalid, illegal, or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision will remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situations will remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement on the date first above written.

**Hauler**

**Central Marin Sanitation Agency**

\_\_\_\_\_  
Louis Pellegrini  
Sustainable Organic Solutions LLC  
Owner/President

\_\_\_\_\_  
Doug Kelly, Commission Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sustainable Organic Solutions LLC  
Secretary

\_\_\_\_\_  
Dean DiGiovanno, Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date







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**BOARD MEMORANDUM**

February 8, 2024

To: CMSA Commissioners and Alternates

From: Adrianna Iacoviello, Administrative Specialist

Approved: Jason Dow, General Manager

**Subject: February Informational Items**

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

- A. Letter dated January 19, 2024 to Ms. Kerry O’Conner, California Regional Water Quality Control Board  
*Re: Monthly Self-Monitoring Report (SMR) – December 2023*
- B. Letter dated January 30, 2024 to Ms. Kerry O’Conner, California Regional Water Quality Control Board  
*Re: 2023 Annual Self-Monitoring Report (SMR)*
- C. Marin Independent Journal Article dated January 25, 2024  
*Re: Marin Municipal Water District’s 5-year plan on verge of approval*





January 19, 2024

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

**Subject: Monthly Self-Monitoring Report (SMR) – December 2023**

Dear Ms. O' Conner,

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

**Violations**

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

**Blending Events**

The CMSA treatment facility did exceed the maximum secondary capacity of 30 MGD during this reporting period. Two (2) blending events occurred over three (3) calendar days. Prior to blending initiation, all CMSA process equipment (primary, secondary system, and the effluent storage pond) were in service and remained in service throughout the blending periods. Table 1 below provides a summary of the blending activities.

**Table 1: Blending Activities Summary (EFF-002b)**

| Monitoring Period | Flow (Total) | Blending Volume | Blending Start Time | Blending End Time | TSS  | Blending pH Min | Blending pH Max | Enterococcus | Rainfall | Total Residual Chlorine |
|-------------------|--------------|-----------------|---------------------|-------------------|------|-----------------|-----------------|--------------|----------|-------------------------|
|                   | MG           | MG              | -                   | -                 | mg/L | SU              | SU              | MPN/100mL    | Inches   | mg/L                    |
| 12/20/23          | 29.15        | 0.73            | 09:50               | 16:45             | 14   | 6.4             | 7.0             | 1.0          | 1.35     | ND                      |
| 12/29/23          | 28.42        | 2.32            | 17:00               | 23:59             | 16   | 6.6             | 6.9             | 1.0          | 0.82     | ND                      |
| 12/30/23          | 31.69        | 5.73            | 00:00               | 16:25             | 10   | 6.5             | 6.8             | 1.0          | 0.13     | ND                      |

**Data Validation**

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

**Summary**

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

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

Sincerely,



Loren C. Finton  
Treatment Plant Manager





# CENTRAL MARIN SANITATION AGENCY

Jason R. Dow P.E.  
General Manager

1301 Andersen Drive, San Rafael, CA 94901-5339

Phone (415) 459-1455

Fax (415) 459-3971

www.cmsa.us

January 30, 2024

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

## Subject: 2023 Annual Self-Monitoring Report

Dear Ms. O' Conner,

The Annual Self-Monitoring Report (SMR) for the Central Marin Sanitation Agency (CMSA) treatment plant has been submitted using the eSMR /California Integrated Water Quality System (CIWQS). This SMR conforms to CMSA's NPDES Permit Order #R2-2018-003, CMSA's NPDES Permit Order #R2-2023-006, Alternate Monitoring and Reporting Requirements Permit Order #R2-2016-0008, the Nutrient Watershed Permit Order #R2-2019-0017, the Mercury and PCBs Permit Order #R2-2017-0041 and the Amendment of Monitoring and Reporting Requirements and Amendment of Alternate Monitoring and Reporting Program Permit Order #R2-2021-0028.

### NPDES Compliance Performance – Conventional Pollutants

The CMSA treatment plant performance for 2023 was excellent. The Final Effluent Total Suspended Solid (TSS) maximum monthly average concentration was 12.3 mg/L. The Carbonaceous Biochemical Oxygen Demand (cBOD) maximum average concentration was 9.1 mg/L. These concentrations are well within the NPDES Permit limits of 30 mg/L and 25 mg/L, respectively. Additionally, minimum monthly average percent removals for TSS and cBOD were 92% and 90%. These percent removals are within the NPDES Permit limit of 85%.

### NPDES Compliance Performance – Bacterial Indicators

#### January 1 to June 30, 2023

Total Coliform monitoring, under CMSA's NPDES Permit Order #R2-2018-003 indicated a maximum monthly geometric mean of 10.8 MPN/100mL in May 2023. This result is below the NPDES monthly geometric mean limit of 240 MPN/100mL. Total Coliform monitoring, under CMSA's NPDES Permit Order #R2-2018-003 indicated a daily maximum concentration of 540 MPN/100mL in April 2023. This result is below the NPDES daily maximum limit of 10,000 MPN/100mL.

Enterococcus monitoring, under CMSA's NPDES Permit Order #R2-2018-003, indicated a maximum monthly geometric mean of 6.4 MPN/100mL in March 2023. This result is below the NPDES monthly geometric mean limit of 35 MPN/100mL.

#### July 1 to December 31, 2023

Enterococcus monitoring under CMSA's NPDES Permit Order #R2-2023-006 indicated a maximum six-week rolling geometric mean of 6.4 MPN/100mL in March 2023. This result is below the NPDES six-week rolling geometric mean limit of 255 CFU/100mL. Enterococcus monitoring under CMSA's NPDES Permit Order #R2-2023-006 indicated a maximum six-week rolling geometric mean of 6.4 MPN/100mL in March 2023. This result is below the NPDES 90<sup>th</sup> Percentile Maximum limit of 1,055 CFU/100mL.



## NPDES Compliance Performance – Toxic Pollutants

### Copper

The Copper maximum monthly average concentration was 7.4 ug/L, and the maximum daily concentration was 9.7 ug/L. These results are well below the NPDES Final Effluent limits of 48 ug/L and 84 ug/L, respectively.

### Cyanide

Cyanide maximum monthly average concentration was j-flagged at 2.1 ug/L and the maximum daily concentration was also j-flagged at 2.1 ug/L. These results are well below the NPDES Final Effluent limits of 21 ug/L and 37 ug/L, respectively.

### Ammonia

The Ammonia daily maximum concentration was 43 mg/L, and the maximum monthly average concentration was 40 mg/L. These results are well below the NPDES Final Effluent limits of 60 mg/L (monthly average) and 110 mg/L (daily maximum), respectively.

### Mercury

The maximum monthly average Mercury concentration was 0.011 ug/L, which is substantially below the 0.066ug/L monthly average limit provided in the Mercury and PCB Permit (Order# R2-2017-0041).

## NPDES Compliance Performance – Violations

There were zero (0) reportable NPDES Water Quality Permit violations in 2023.

## Blending Activities

As required within both adopted NPDES Permit Orders, CMSA annually reports on the progress of each blend reduction activity. The CMSA treatment facility did exceed the maximum secondary capacity of 30 MGD in 2023, and there were 25 calendar days of reportable blending events during the year. Prior to blending initiation, all CMSA process equipment (primary and secondary systems, and the effluent storage pond) were in service and remained in service throughout the blending periods. Blending Reduction Activities Status Reports for CMSA were provided within the CMSA Report of Waste Discharge submittal. Collection System Agency's Blending Reduction Activities Status Reports are attached. Table 1 below provides a summary of the blending events during 2023.

**Table 1: Blending Activities Summary (EFF-002b)**

| Monitoring Period | Total Flow (MG) | Blending Volume (MG) | Blending Start Time (0000) | Blending End Time (0000) | TSS (mg/L) | cBOD (mg/L) | Cyanide (ug/L) | Copper (ug/L) | Ammonia (mg/L) | Blending pH Min (SU) | Blending pH Max (SU) | Enterococcus (MPN/100mL) | Total Coliform (MPN/100mL) | Rainfall (Inches) | Total Residual Chlorine (mg/L) |
|-------------------|-----------------|----------------------|----------------------------|--------------------------|------------|-------------|----------------|---------------|----------------|----------------------|----------------------|--------------------------|----------------------------|-------------------|--------------------------------|
| 1/1/23            | 31.16           | 2.09                 | 0000                       | 1155                     | 6          |             |                |               |                | 6.4                  | 6.7                  | 1.7                      | 1.8                        | 0.00              | ND                             |
| 1/4/23            | 34.69           | 8.36                 | 1350                       | 2359                     | 12         | 13          | J11.1          | 7.1           | 10.6           | 6.5                  | 6.9                  | 2.5                      | 1.8                        | 1.76              | ND                             |
| 1/5/23            | 41.07           | 9.83                 | 0000                       | 2300                     | 11         |             |                |               |                | 6.4                  | 6.6                  | 10.2                     | 6.6                        | 0.42              | ND                             |
| 1/8/23            | 37.65           | 7.63                 | 0030                       | 2359                     | 10         |             |                |               |                | 6.4                  | 6.7                  | 5.9                      | 2.9                        | 0.70              | ND                             |
| 1/9/23            | 65.74           | 35.74                | 0000                       | 2359                     | 26         |             |                |               |                | 6.3                  | 6.6                  | 18.0                     | 2.9                        | 2.67              | ND                             |
| 1/10/23           | 47.60           | 17.72                | 0000                       | 2359                     | 14         | 15          |                |               |                | 6.5                  | 6.5                  | 8.6                      | 1.8                        | 1.19              | ND                             |
| 1/11/23           | 63.44           | 33.45                | 0000                       | 2359                     | 18         | 15          |                |               |                | 6.3                  | 6.5                  | 11.4                     | 2.0                        | 1.08              | ND                             |
| 1/12/23           | 41.29           | 1.59                 | 0000                       | 2140                     | 8          |             |                |               |                | 6.2                  | 6.6                  | 5.1                      | 4.0                        | 0.00              | ND                             |
| 1/13/23           | 38.39           | 9.89                 | 0820                       | 2235                     | 11         |             |                |               |                | 6.5                  | 6.6                  | 35.3                     | 3.0                        | 0.44              | ND                             |
| 1/14/23           | 55.11           | 24.26                | 0000                       | 2359                     | 13         |             |                |               |                | 6.2                  | 6.5                  | 7.3                      | 5.9                        | 2.00              | ND                             |
| 1/15/23           | 42.85           | 12.90                | 0000                       | 2359                     | 10         |             |                |               |                | 6.3                  | 6.5                  | 1.8                      | 1.8                        | 0.92              | ND                             |



| Monitoring Period | Total Flow (MG) | Blending Volume (MG) | Blending Start Time (0000) | Blending End Time (0000) | TSS (mg/L) | cBOD (mg/L) | Cyanide (ug/L) | Copper (ug/L) | Ammonia (mg/L) | Blending pH Min (SU) | Blending pH Max (SU) | Enterococcus (MPN/100mL) | Total Coliform (MPN/100mL) | Rainfall (Inches) | Total Residual Chlorine (mg/L) |
|-------------------|-----------------|----------------------|----------------------------|--------------------------|------------|-------------|----------------|---------------|----------------|----------------------|----------------------|--------------------------|----------------------------|-------------------|--------------------------------|
| 1/16/23           | 44.30           | 14.31                | 0000                       | 2235                     | 8          |             |                |               |                | 6.3                  | 6.5                  | 2.5                      | 1.9                        | 0.63              | ND                             |
| 2/28/23           | 29.06           | 0.46                 | 0925                       | 1905                     | 12         |             |                |               |                | 6.6                  | 6.7                  | 4.1                      | 4.5                        | 0.93              | ND                             |
| 3/9/23            | 31.82           | 11.71                | 1805                       | 2359                     | 31         |             |                |               |                | 6.3                  | 6.9                  | 9.8                      | ND                         | 2.23              | ND                             |
| 3/10/23           | 55.34           | 25.31                | 0000                       | 2325                     | 30         |             |                |               |                | 6.2                  | 6.6                  | 31.8                     | ND                         | 0.74              | ND                             |
| 3/12/23           | 34.26           | 6.92                 | 0925                       | 2359                     | 13         |             |                |               |                | 6.6                  | 6.8                  | ND                       | ND                         | 0.65              | ND                             |
| 3/13/23           | 37.13           | 7.27                 | 0000                       | 2359                     | 11         |             |                |               |                | 6.5                  | 6.6                  | 5.2                      | ND                         | 0.33              | ND                             |
| 3/14/23           | 52.80           | 23.18                | 0000                       | 2359                     | 21         |             |                |               |                | 6.4                  | 6.6                  | 12.0                     | 4.5                        | 1.09              | ND                             |
| 3/15/23           | 32.01           | 1.94                 | 0000                       | 1455                     | 8          |             |                |               |                | 6.5                  | 6.8                  | 2.0                      | ND                         | 0.00              | ND                             |
| 3/21/23           | 26.25           | 1.85                 | 1820                       | 2359                     | 9          | 7           |                |               |                | 6.5                  | 6.8                  | 16.1                     | ND                         | 1.91              | ND                             |
| 3/22/23           | 36.34           | 4.99                 | 0000                       | 1710                     | 14         | 8           |                |               |                | 6.4                  | 6.6                  | 7.3                      | 2.0                        | 0.63              | ND                             |
| 3/28/23           | 22.63           | 1.09                 | 1415                       | 2350                     | 15         |             |                |               |                | 6.8                  | 7.1                  | 8.4                      | 33                         | 1.11              | ND                             |
| 12/20/23          | 29.15           | 2.67                 | 0950                       | 1645                     | 14         |             |                |               |                | 6.4                  | 7.0                  | 1.0                      |                            | 1.35              | ND                             |
| 12/29/23          | 28.42           | 5.66                 | 1700                       | 2359                     | 16         |             |                |               |                | 6.6                  | 6.9                  | 1.0                      |                            | 0.82              | ND                             |
| 12/30/23          | 31.69           | 3.15                 | 0000                       | 1625                     | 10         |             |                |               |                | 6.5                  | 6.8                  | 1.0                      |                            | 0.13              | ND                             |

Additionally, as required within the adopted NPDES Permit Order #R2-2023-006, Section 6.3.5.2., CMSA shall monitor flows from individual collection agencies for consideration of relative inflow and infiltration contributions by agency. Table 2 below provides a summary of the flows and peaking factors associated with inflow and infiltrations from collection system agencies during 2023. Additionally, CMSA shall continue to implement a flow-based rate structure. The flow-based rate structure is expected to provide an incentive for collection system agencies to reduce inflow and infiltration flows. CMSA implemented a flow-based rate structure in 2014 and continues to bill contributing collection system agencies annually based on wastewater flow and strength. An annual update of flow and strength budget updates are available in the adopted budgets on the CMSA website located at: [www.cmsa.us](http://www.cmsa.us).

**Table 2: Member Agency's Inflow and Infiltrations Peaking Factor Contribution Summary**

| Parameter                                  | SRSD  | RVSD  | San Quentin | SD2   | CMSA   |
|--|-------|-------|-------------|-------|--------|
| ADW Flow <sup>1</sup> (MGD)                | 3.27  | 3.49  | 0.71        | 0.79  | 8.46   |
| Annual Average Flow (MGD)                  | 5.00  | 6.20  | 0.73        | 1.17  | 13.32  |
| Peak Daily Average Flow (MGD)              | 24.88 | 32.88 | 1.83        | 5.75  | 65.48  |
| Peak 5-Minute Flow Rate <sup>2</sup> (MGD) | 47.72 | 48.14 | 3.20        | 11.01 | 104.74 |
| Peaking Factor <sup>3</sup>                | 14.6  | 13.8  | 4.5         | 13.9  | 12.4   |

<sup>1</sup> Average Dry Weather Influent Flow calculated based upon influent flow from August 2023 to October 2023.

<sup>2</sup> Peak flow rate dependent on area's rainfall. Value is defined as the Agency 5-Minute Maximum Flow Rate for the reporting period.

<sup>3</sup> Metcalf & Eddy defines Peaking Factor as the Daily/Hourly/5-Minute Maximum Flow Rate divided by the Daily Average Flow Rate. CMSA defines the Peaking Factor as the 5-Minute Maximum Flow Rate divided by the Average Dry Weather Flow Rate.

**Data Certification and Submittal Process**

As required in the December 7, 2010 letter from the Regional Water Quality Control Board (RWQCB), CMSA began submitting facility monitoring data and reports (SMR) to the statewide eSMR/CIWQS system in June 2011. Tabular and graphical summaries of the monitoring data for the previous year and an annual compliance summary table of treatment plant performance are no longer required if we have submitted the year's monitoring results to CIWQS in electronic reporting format by EDF/CDF upload. Participation for the required Mercury reporting specified in the Mercury and PCB Watershed Permit is attached. PCB first semiannual data by USEPA Method 1668C was provided in the March 2023 SMR and the second semiannual sample data report was provided in the August 2023 SMR submittal in the CIWQS system. A list of approved analyses for the certified laboratories used during 2023 is provided as Attachment 12. Certified laboratories used during 2023 included, the CMSA Laboratory, Alpha Analytical Laboratories, Caltest Analytical Laboratory, Frontier Analytical Laboratory, Enthalpy Analytical and Pacific Ecorisk.

**Regional Monitoring and Reporting**

CMSA is an Associate Member of Bay Area Clean Water Agencies (BACWA), which has signed a Memorandum of Understanding with the RWQCB for TMDL and SSO development. Support for ambient receiving water monitoring through the RMP, and support for TMDL and SSO development through BACWA and the Water Quality Attainment Strategy are achieved through membership dues. We are including a copy of the January 15, 2023, letter from BACWA that was sent to Thomas Mumley, William Johnson, Xavier Fernandez, and Jennie Pang, at the RWQCB. The letter describes our NPDES permit conditions for completion of risk reduction requirements for mercury and PCB-related risks to humans, ambient water quality monitoring, TMDL/SSO support, implementation of copper and cyanide action plans, and Nutrient Watershed Permit requirements. The January 5, 2023, SFEI letter that was sent from Lorien Fono, BACWA Executive Director, that indicates CMSA's RMP support is also attached.

**Facility Map and Process Flow Overview**

The NPDES Permit requires that CMSA submit in its annual report an overview drawing or map illustrating the Discharger's facility, flow routing, and sampling and observation locations. CMSA's current facility plan and process flow overview are attached.

**Proper Operation and Maintenance**

A review and evaluation of the Agency's operations and maintenance practices was completed in 2023, and status reports on our Wastewater Facilities, Operations and Maintenance Manual, and Contingency Planning are attached.



**Summary**

If there are any questions, please contact me at 415-459-1455, extension 101. Values reported are measured values and each are subject to analytical variability. CMSA reserves the right to question data in an enforcement proceeding.

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

Sincerely,

  
Loren C. Finton  
Treatment Plant Manager**Attachments:**

1. CMSA Annual NPDES Compliance Evaluation Summary
2. CMSA Annual Mercury Loading Report
3. BACWA Ambient Water Quality Monitoring Letter
4. SFEI RMP Support Letter
5. CMSA Wastewater Facilities Review and Evaluation, and Status Reports
6. CMSA Operations and Maintenance Manual Review and Status Report
7. CMSA Contingency Plan Review and Status Report
8. CMSA Facility Map and Process Flow Overview
9. Ross Valley Sanitary District (RVSD) Blending Reduction Activities Status Report
10. San Rafael Sanitation District (SRSD) Blending Reduction Activities Status Report
11. Sanitary District No. 2 (SD2) Blending Reduction Activities Status Report
12. Environmental Laboratory Accreditation Program Field of Accreditations and Certificates



MARIN MUNICIPAL

# Water agency blueprint near approval

## Five-year plan covers supply, drought resiliency, finances

By Adrian Rodriguez

[arodriguez@marini.com](mailto:arodriguez@marini.com)

After eight meetings, including a two-hour discussion this week, Marin Municipal Water District's five-year targets are teed up for approval.

"This has been a really big, very heavy lift," board member Matt Samson said. "With all this work, hopefully it's a pretty clear guiding document for staff."

On Tuesday, ratepayers and board members gave favorable reviews of the strategic plan, which outlines goals for water supply, drought resiliency, land stewardship, fiscal responsibility and organizational excellence.

While the board is expected to approve the document, the members suggested several new edits they said should be compiled in a final draft before taking a vote.

"I think it's important enough not to crunch it," board member Larry Russell said. "I don't see a clock running on when we actually take action, so I would like to read it more carefully. I know we've been exposed to it and do appreciate that, but you know a lot of things flow in and out between the ears."

Board member Monty Schmitt agreed.

"I also think I'd like our community to be able to see a final version that they can look at and have a chance to provide comments," Schmitt said. "I think this is really important."

The district manages about 19,800 acres of watershed land in the county. It employs nearly 250 workers in 25 departments who are responsible for getting water to more than 191,000 people, according to the utility.

The draft document says the mission of the district is to provide reliable, high-quality water and to adapt and sustain resources for the future.

“Marin Water is a leader in water and natural resource management and addressing the complexities of a changing environment,” the draft says.

The district board has been meeting since September to draft the five-year strategic plan and fine-tune the objectives that support each of the five goals.

The first goal, to create a reliable water supply, includes work to reduce potable water use, increase the supply capacity, improve partnerships with agencies such as Sonoma Water and protect the quality of the water it supplies to customers.

When it comes to the goal of improving resiliency, the district outlines objectives around assessing existing facilities, such as pump stations and storage tanks, which will inform its capital planning and project delivery.

The plan also lays the foundation for operations and maintenance, sustainable energy targets, including the expansion of an electric-vehicle fleet, and emergency readiness.

Around watershed stewardship, the plan discusses creek restoration efforts, wildfire resilience work, research and climate adaptation opportunities, recreation management and watershed maintenance.

Establishing financial stability, setting fair and equitable rates, working more efficiently, leveraging outside funding and having financial transparency are objectives that support the fourth goal of fiscal responsibility.

The fifth goal, achieving organizational excellence, involves improving the work culture and customer experience.

The plan also discusses the district’s role in industry engagement, growth and leadership, as well as making technology improvements.

“This is a very thorough document, and I can see that a tremendous amount of work went into it,” said Wendi Kallins, president of Sustainable Marin.

“I especially like to see there’s going to be even more work on energy reductions,” Kallins said. “MMWD is one of the high users of energy in the county and everything you can do to reduce your energy helps all of us.”

The board members said they would like the plan to expand on possible partnerships with agencies such as the Las Gallinas Valley Sanitary District and the Central Marin Sanitation Agency.

Kallins said the plan could take it further to include new alliances with cities and even nonprofits.

Larry Minikes, a member of the Marin Conservation League, congratulated staff and the board on the plan.

“It’s going in a great direction,” Minikes said.

“The idea of giving just a little extra time for additional input is a very wise choice, and I appreciate everything that has led to this point.”

The final draft is expected to be presented at 6:30 p.m. Feb. 13.

