



101 Lucas Valley Road, Suite 300
San Rafael, CA 94903
Tel.: 415-472-1734
Fax: 415-499-7715
www.LGVSD.org

MANAGEMENT TEAM
General Manager, Vacant
Plant Operations, Mel Liebmann
Collections/Safety/Maintenance, Greg Pease
Engineering, Michael P. Cortez
Administrative Services, Dale McDonald

DISTRICT BOARD
Megan Clark
Rabi Elias
Craig K. Murray
Judy Schriebman
Crystal J. Yezman

The Mission of the Las Gallinas Valley Sanitary District is to protect public health and the environment by providing effective wastewater collection, treatment, and recycling services.

BOARD MEETING AGENDA

December 2, 2021

On March 12, 2020, Governor Newsom issued Executive Order N-25-20, which enhances State and Local Governments' ability to respond to COVID-19 Pandemic based on Guidance for Gatherings issued by the California Department of Public Health. The Executive Order specifically allows local legislative bodies to hold meetings via teleconference and to make meetings accessible electronically, in order to protect public health, which was due to end on September 30, 2021 (Exec. Ord. N-08-21). However, the Legislature passed AB 361 which provides local agencies with the ability to meet remotely during proclaimed state emergencies under modified Brown Act requirements, similar in many ways to the rules and procedures established by the Governor's previous Executive Orders. - In light of this – the December 2, 2021 meeting of the LGVSD Board will be held via Zoom electronic meeting. There will be NO physical location of the meeting. Due to the current circumstances, there may be limited opportunity to provide verbal comments during the meeting. Persons who wish to address the Board for public comment or on an item on the agenda are encouraged, but not required, to submit comments in writing to the Board Secretary (tlerch@lgsd.org) by 5:00 pm on Wednesday, December 1, 2021. In addition, Persons wishing to address the Board verbally must contact the Board Secretary, by email (tlerch@lgsd.org) and provide their Name; Address; Tel. No.; and the Item they wish to address by the same date and time deadline for submission of written comments, as indicated above. Please keep in mind that any public comments must be limited to 3 minutes due to time constraints. Any written comments will be distributed to the LGVSD Board before the meeting.*

**Prior to the meeting, participants should download the Zoom app at:
<https://zoom.us/download>.*

REMOTE CONFERENCING ONLY

Join Zoom Meeting online at: <https://us02web.zoom.us/j/81195945301>

OR

By teleconference at: +16699009128 Meeting ID: 811 9594 5301

**MATERIALS RELATED TO ITEMS ON THIS AGENDA ARE AVAILABLE FOR
PUBLIC INSPECTION ON THE DISTRICT WEBSITE WWW.LGVSD.ORG**

NOTE: Final board action may be taken on any matter appearing on agenda

Estimated
Time

OPEN SESSION:

4:00 PM

1. PUBLIC COMMENT

This portion of the meeting is reserved for persons desiring to address the Board on matters not on the agenda and within the jurisdiction of the Las Gallinas Valley Sanitary District. Presentations are generally limited to three minutes. All matters requiring a response will be referred to staff for reply in writing and/or placed on a future meeting agenda. Please contact the General Manager before the meeting.

CLOSED SESSION:

4:05 PM

2. PUBLIC EMPLOYMENT - INTERIM GENERAL MANAGER: pursuant to subdivision (b)(1) of Government Code Section 54957.

OPEN SESSION:

5:00 PM

1. PUBLIC COMMENT

This portion of the meeting is reserved for persons desiring to address the Board on matters not on the agenda and within the jurisdiction of the Las Gallinas Valley Sanitary District. Presentations are generally limited to three minutes. All matters requiring a response will be referred to staff for reply in writing and/or placed on a future meeting agenda. Please contact the General Manager before the meeting.

5:05 PM

2. CONSENT CALENDAR:

These items are considered routine and will be enacted, approved or adopted by one motion unless a request for removal for discussion or explanation is received from the staff or the Board.

- A. Approve the Board Minutes for November 4th and November 10th, 2021
- B. Approve the Warrant List for December 2, 2021
- C. Approve Murray attending the Water Storage and Distribution Webinar on December 7, 2021
- D. Approve Murray attending the Arsenic Issues in your Water Webinar on December 15, 2021

Expenditure of funds: Yes, Item B through D.

Staff recommendation: Adopt Consent Calendar – Items A through D.

5:15 PM

3. REVIEW OF THE GARBAGE AND REFUSE RATE FOR 2022 AND SET PUBLIC HEARING FOR ORDINANCE NO. 188

Board and staff to review Ordinance 188 Marin Sanitary Service Rate for 2022 and set Public Hearing date.

- 6:00 PM 4. MANAGEMENT AND UNREPRESENTED EMPLOYEE CONTRACTS**
Board to review the Management and Unrepresented Employee Contracts and compensation.
- 7:00 PM 5. INFORMATION ITEMS:**
STAFF/CONSULTANT REPORTS:
1. October 24 Storm Event – Presentation
- 7:45 PM 6. SECONDARY TREATMENT PLANT UPGRADE AND RECYCLED WATER EXPANSION PROJECT CONTINGENCY INCREASE**
Board to review and approve the Secondary Treatment Plant Upgrade and Recycled Water Expansion Project contingency increase.
- 8:05 PM 7. BOARD TO ACCEPT RESIGNATION, ANNOUNCE BOARD VACANCY AND APPROVE SELECTION PROCESS**
Board to accept the Board resignation from Director Elias and announce the Board Vacancy and selection process.
- 8:20 PM 8. RESOLUTION 2021 – 2232 RABI ELIAS APPRECIATION**
Board to review and approve Resolution 2021-2232 honoring Board Director Rabi Elias.
- 8:25 PM 9. PUBLIC COMMENT**
This portion of the meeting is reserved for persons desiring to address the Board on matters not on the agenda and within the jurisdiction of the Las Gallinas Valley Sanitary District. Presentations are generally limited to three minutes. All matters requiring a response will be referred to staff for reply in writing and/or placed on a future meeting agenda. Please contact the General Manager before the meeting.
- 8:30 PM 10. BOARD MEMBER REPORTS:**
1. CLARK
 - a. NBWA Board Committee, NBWA Conference Committee, 2021 Employee Climate Survey Ad Hoc Committee, 2021 Operations Control Center Ad Hoc Committee, Other Reports
 2. ELIAS
 - a. NBWRA, Ad Hoc Engineering Committee re: STPURWE, 2021 GM Evaluation Ad Hoc Committee, 2021 Operations Control Center Ad Hoc Committee, Other Reports
 3. MURRAY
 - a. Marin LAFCO, CASA Energy Committee, 2021 GM Recruitment Ad Hoc Committee, 2021 Legal Services Ad Hoc Committee, 2021 Employee Climate Survey Ad Hoc Committee, Marin Special Districts Association, Other Reports
 4. SCHRIEBMAN
 - a. Gallinas Watershed Council/Miller Creek Watershed Council, JPA Local Task Force NBWA Tech Advisory Committee, Other Reports
 5. YEZMAN
 - a. Flood Zone 7, CSRMA, Ad Hoc Engineering Committee re: STPURWE Engineering Subcommittee, 2021 Legal Services Ad Hoc Committee, 2021 GM Recruitment Ad Hoc Committee, Other Reports

8:40 PM

11. BOARD REQUESTS:

- A. Board Meeting Attendance Requests – Verbal
- B. Board Agenda Item Requests – Verbal
- C. Pending Board Agenda Item Requests
 - i. ACTION – Relocation Assistance Act Policy for Real Estate Acquisitions
 - ii. ACTION – Environmental Compliance Manager Position
 - iii. ACTION – Measure A Discussion
 - iv. ACTION – Director Elias Celebration
 - v. ACTION – Parliamentary Procedures
 - vi. ACTION – Recycled Water Signage
 - vii. ACTION – FutureSense Report Recommendations

8:45 PM

12. VARIOUS INDUSTRY ARTICLES

8:50 PM

13. ADJOURNMENT

FUTURE BOARD MEETING DATES: DECEMBER 16, JANUARY 6 AND JANUARY 20, 2022

AGENDA APPROVED:	Crystal J. Yezman, Board President	Patrick Richardson, Legal Counsel
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CERTIFICATION: I, Teresa Lerch, District Secretary of the Las Gallinas Valley Sanitary District, hereby declare under penalty of perjury that on or before November 29, 2021 at 4:00 p.m., I posted the Agenda for the Board Meeting of said Board to be held December 2, 2021 at the District Office, located at 101 Lucas Valley Road, Suite 300, San Rafael, CA.

November 23, 2021



Teresa L. Lerch
District Secretary

The Board of the Las Gallinas Valley Sanitary District meets regularly on the first and third Thursday of each month. The District may also schedule additional special meetings for the purpose of completing unfinished business and/or study session. Regular meetings are held at the District Office, 101 Lucas Valley Road, Suite 300, San Rafael, CA.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the District at (415) 472-1734 at least 24 hours prior to the meeting. Notification prior to the meeting will enable the District to make reasonable accommodation to help ensure accessibility to this meeting.

AGENDA ITEM 1

12/2/2021

PUBLIC COMMENT

This portion of the meeting is reserved for persons desiring to address the Board on matters not on the agenda and within the jurisdiction of the Las Gallinas Valley Sanitary District. Presentations are generally limited to three minutes. All matters requiring a response will be referred to staff for reply in writing and/or placed on a future meeting agenda. Please contact the General Manager before the meeting.

12/2/2021

CLOSED SESSION

- Separate Item to be distributed at Board Meeting
- Separate Item to be distributed prior to Board Meeting
- Verbal Report
- Presentation

AGENDA ITEM 1

11/18/2021

PUBLIC COMMENT

This portion of the meeting is reserved for persons desiring to address the Board on matters not on the agenda and within the jurisdiction of the Las Gallinas Valley Sanitary District. Presentations are generally limited to three minutes. All matters requiring a response will be referred to staff for reply in writing and/or placed on a future meeting agenda. Please contact the General Manager before the meeting.

MEETING MINUTES OF NOVEMBER 4, 2021

THE BOARD OF DIRECTORS OF THE LAS GALLINAS VALLEY SANITARY DISTRICT MET IN OPEN SESSION BY ZOOM CONFERENCE ON NOVEMBER 4, 2021 AT 4:02 PM AND STAFF BY ZOOM CONFERENCE AT THE DISTRICT OFFICE, 101 LUCAS VALLEY ROAD, SUITE 300 CONFERENCE ROOM, SAN RAFAEL, CA. 94903

BOARD MEMBERS PRESENT: M. Clark, R. Elias, C. Murray, J. Schriebman and C. Yezman

BOARD MEMBERS ABSENT: None.

STAFF PRESENT: Mike Prinz, General Manager; Teresa Lerch, Board Secretary; Dale McDonald, District Treasurer

OTHERS PRESENT: Dave Byers, District Counsel;

ANNOUNCEMENT: President Yezman announced that the agenda had been posted as evidenced by the certification on file in accordance with the law

1. **PUBLIC COMMENT:** None

ACTION:

THE BOARD OF DIRECTORS OF THE LAS GALLINAS VALLEY SANITARY DISTRICT ADJOURNED TO CLOSED SESSION ON NOVEMBER 4, 2021 , AT 4:06 PM, BY ZOOM CONFERENCE AND AT THE DISTRICT OFFICE, 101 LUCAS VALLEY ROAD, SUITE 300, CONFERENCE ROOM, SAN RAFAEL, CALIFORNIA.

Lerch, McDonald and Prinz left at 4:06 pm.

CLOSED SESSION:

PUBLIC EMPLOYEE PERFORMANCE EVALUATION – General Manager: pursuant to subdivision (b)(1) of Government Code Section 54957.

ADJOURNMENT:

ACTION:

The Board of Directors of the Las Gallinas Valley Sanitary District reconvened the Regular Session on November 4, 2021 at 5:11 pm.

BOARD MEMBERS PRESENT: (By Roll Call): M. Clark ,R. Elias, C. Murray, J. Schriebman, C. Yezman

STAFF PRESENT: Mike Prinz, General Manager; Dale McDonald, District Treasurer; Teresa Lerch, District Secretary; Mel Liebmann, Plant Manager; Mike Cortez, District Engineer; Greg Pease, Collections and Safety Manager; Amy Schultz, Administrative/Financial Specialist

OTHERS PRESENT: Alyssa Thompson, Koff and Associates.

PUBLIC COMMENT: None.

REPORT ON CLOSED SESSION: President Yezman reported that there were no reportable actions in Closed Session.

2. MANAGEMENT AND UNREPRESENTED EMPLOYEE CONTRACT TERMS AND APPROVALS

Board reviewed the modified contract terms for Management and the unrepresented employee. Discussion ensued. The Board made suggestions to staff who will bring the contracts back to a future Board meeting.

3. CONSENT CALENDAR:

These items are considered routine and will be enacted, approved or adopted by one motion unless a request for removal for discussion or explanation is received from the staff or the Board.

- A. Approve the Board Minutes for October 7th and October 11, 2021
- B. Approve the Warrant List for November 4, 2021

ACTION:

Board approved (M/S Schriebman/Elias 5-0-0-0) the Consent Calendar items A and B.

- AYES: Clark, Elias, Murray, Schriebman and Yezman
- NOES: None.
- ABSENT: None.
- ABSTAIN: None.

4. INFORMATION ITEMS:

STAFF / CONSULTANT REPORTS:

- 1. General Manager Report – Prinz reported.
- 2. Departmental Reports – Cortez, Liebmann, McDonald and Pease reported
- 3. Enterprise Resource Management Accounting System Software and Services – McDonald reported.
- 4. Secondary Treatment Process Upgrade and Recycled Water Expansion Project Update- postponed.

ACTION:

Board approved (M/S Schriebman/Yezman 5-0-0-0) postponing item 4 of the Consent Calendar and Board Reports to the next Regular meeting.

- AYES: Clark, Elias, Murray, Schriebman and Yezman
- NOES: None.
- ABSENT: None.
- ABSTAIN: None.

5. PUBLIC COMMENT - NONE

6. BOARD MEMBER REPORTS – POSTPONED

7. BOARD REQUESTS:

- A. Board Meeting Attendance Requests- none.
- B. Board Agenda Item Requests- the Board requested the managers and unrepresented employee contracts and the Environmental Compliance Manager position be brought back to a future Board meeting. Schriebman asked for the notes taken by Kendall Flint from the September District Organizational Roles Board Meeting.
- C. Board Secretary Lerch advised the upcoming Board Meeting dates:
 - November 8 Special Meeting Strategic Plan at the Embassy Suites Hotel
 - November 10 Special Board Meeting FutureSense Report 1 pm Zoom
 - November 18 Regular Board Meeting 4 pm
 - December 2 Regular Board Meeting 4 pm
 - December 16 Regular Board Meeting 4 pm

There will also be two special zoom Board meetings in December - one for Strategic Initiatives and one for Board Policy review. A doodle poll for potential dates will be sent out.
Lerch inquired if the Board was available for Board Director interviews on January 4th and January 5th. The meetings would start at 3 pm. An additional doodle poll will be sent out for those dates.
At this time, Schriebman and Clark are available and Yezman is available on Jan 5 after 11 am.

10. **VARIOUS INDUSTRY RELATED ARTICLES** – no discussion.

11. **ADJOURNMENT:**

ACTION:

Board approved (M/S Schriebman/Clark 5-0-0-0) the adjournment of the meeting at 7:28 pm.

AYES: Clark, Elias, Murray, Schriebman and Yezman

NOES: None.

ABSENT: None.

ABSTAIN: None.

The next Board Meeting is scheduled for Monday, November 8, 2021 at 8:30 am at the Embassy Suites Hotel, San Rafael.

ATTEST:

Teresa Lerch, District Secretary

APPROVED:

Megan Clark, Board Vice-President

MEETING MINUTES OF NOVEMBER 10, 2021

THE BOARD OF DIRECTORS AND STAFF OF THE LAS GALLINAS VALLEY SANITARY DISTRICT MET IN OPEN SESSION BY ZOOM CONFERENCE ON NOVEMBER 10, 2021 AT 1:04 PM AT THE DISTRICT OFFICE, 101 LUCAS VALLEY ROAD, SUITE 300, SAN RAFAEL, CALIFORNIA.

BOARD MEMBERS PRESENT: M. Clark (arrived at 1:06 pm), R. Elias C. Murray, J Schriebman and C. Yezman

BOARD MEMBERS ABSENT: None.

STAFF PRESENT: Mike Prinz, General Manager; Teresa Lerch, Board Secretary, Dale McDonald, District Treasurer

OTHERS PRESENT: Patrick Richardson, District Counsel; Jim Finkelstein, Lindsay Armstrong and Brett Finkelstein from FutureSense LLC;

ANNOUNCEMENT: President Yezman that the agenda had been posted as evidenced by the certification on file in accordance with the law

1. **PUBLIC COMMENT:** None

2. **FUTURESENSE LLC EMPLOYEE CLIMATE REPORT**

Jim Finkelstein from FutureSense LLC gave a Employee Climate Report presentation to the Board. Discussion ensued.

3. **ADJOURNMENT:**

ACTION:

Board approved (M/S Schriebman/Yezman 5-0-0-0) the adjournment of the meeting at 2:32 PM

AYES: Clark, Elias, Murray, Schriebman and Yezman.

NOES: None.

ABSENT: None

ABSTAIN: None.

The next Board Meeting is scheduled November 18, 2021 4:00 PM at the District office and by Zoom meeting.

ATTEST:

Teresa Lerch, District Secretary

APPROVED:

Megan Clark, Board Vice-President

SEAL

Las Gallinas Valley Sanitation District
Warrant List 12/02/2021 DRAFT

	Date	Num	Vendor	Original Amount	Addition and Adjustment	Total Amount	Description for items
1	12/2/2021	EFT1	ADP Payroll	138,414.58		138,414.58	11/19/2021 Payroll & Processing Charges
2	12/2/2021	N/A	Allied Fluid Products	1,200.00		1,200.00	Hoses, Cutter, Brass Shank
3	12/2/2021	N/A	Aramark Uniform Service	418.51		418.51	Laundry Services for 11/08 & 11/15
4	12/2/2021	N/A	ArcSine Engineering	18,779.74		18,779.74	SCADA Support - 7/1 through 10/31
5	12/2/2021	EFT2	Bank of Marin	47,335.64		47,335.64	Recycled Water Loan Payment-December
6	12/2/2021	EFT	Bank of Marin Credit Card Services	20,777.08		20,777.08	EE's Credit Card Purchases from 10/6/21 -11/3/21
7	12/2/2021	N/A	Bartel Associates	1,400.00		1,400.00	Completion of GASS 68 Report
8	12/2/2021	N/A	Bay City Broiler	3,519.37		3,519.37	Annual Maintenance on Burnham Boiler
9	12/2/2021	ACH	Bellecci & Associates	1,278.00		1,278.00	Oakmont Project Sewer Inspection Services & Plumbing Fixture Review. Oakmont Senior Living Invoiced for Work Performed.
10	12/2/2021	ACH	Brown and Caldwell	677.12		677.12	Biogas Utilization Feasibility Study - 9/24-10/28
11	12/2/2021	ACH	Brown and Caldwell	3,250.69		3,250.69	STPURWE - Engineering Services during Construction - Sept 24 - Oct 28
12	12/2/2021	EFT	CalPERS 457 Plan Deferred Comp	7,028.00		7,028.00	EE's Deferred Comp Plan -Paydate 11/19/2021
13	12/2/2021	EFT	CalPERS Health	39,025.45		39,025.45	CalPERS Health- Active & Employer Retiree Share -December
14	12/2/2021	EFT	CALPERS Retirement	20,195.29		20,195.29	EE & ER Payment to Retirement- Paydate 11/19/2021
15	12/2/2021	ACH	Cardenas, Manuel	210.00		210.00	Collections Systems Operator Grade III Test Reimbursement
16	12/2/2021	ACH	Clark, Megan	1,598.41		1,598.41	Office Desk & Keyboard Tray - Reimbursement
17	12/2/2021	N/A	Comet Building Maintenance	1,834.27		1,834.27	Janitorial Services for November and Supplies
18	12/2/2021	ACH	Contractor Compliance Monitoring	5,521.21		5,521.21	Labor Compliance Monitoring - October
19	12/2/2021	N/A	Cropper Accountancy	8,300.00		8,300.00	2021/22 Audit Billing Progress Payment
20	12/2/2021	EFT	Direct Dental	265.00		265.00	EE's Dental Payments
21	12/2/2021	ACH	Fastenal	453.96		453.96	Misc. Supplies
22	12/2/2021	ACH	FutureSense	12,600.00		12,600.00	Employee Climate Report - Final Payment
23	12/2/2021	ACH	Gopher-It	10,000.00		10,000.00	Sewer Lateral Replacement for 668 Knocknabouf Way
24	12/2/2021	ACH	Grainger	1,548.33		1,548.33	Submersible Pump, Tubing
25	12/2/2021	ACH	Kennedy Jenks	891.80		891.80	Descanso Force Main Alignment Analysis- October
26	12/2/2021	N/A	Liebert Cassidy Whitmore	455.50		455.50	Legal Advice- October
27	12/2/2021	N/A	Marin Ace	33.81		33.81	Keys Made
28	12/2/2021	N/A	Operating Engineers	578.74		578.74	Union Dues for Paydate 11/19
29	12/2/2021	ACH	Operational Technical Services	3,216.00		3,216.00	Additional Temp Operator for Vacancies

**Las Gallinas Valley Sanitation District
Warrant List 12/02/2021 DRAFT**

	Date	Num	Vendor	Original Amount	Addition and Adjustment	Total Amount	Description for items
30	12/2/2021	ACH	Orion Protection Services	318.50		318.50	Nightly Security Patrol for 300 Smith Ranch Rd
31	12/2/2021	N/A	PAC Machine	660.00		660.00	FLYGT Stand Complete
32	12/2/2021	N/A	Pacific Crest Group	1,155.00		1,155.00	HR Services- Review WW Operator Applicants, Review Questions with Plant Manager, Follow-Up Emails from FutureSense Report
33	12/2/2021	ACH	Polydyne, Inc.	3,771.14		3,771.14	Purchase of Clarifloc
34	12/2/2021	ACH	Regional Government Services	5,459.36		5,459.36	On-Call HR Support for GM Salary Survey, GM Evaluation, Financial Support- Audit & RFP for AP Software
35	12/2/2021	N/A	SmartCover	16,128.01		16,128.01	Purchase of 3 SmartCover Systems (Remote Sensor Monitoring)
36	12/2/2021	ACH	Univar	8,932.36		8,932.36	Sodium Bisulfite & Sodium Hypochlorite
37	12/2/2021	N/A	Water Components & Building Supply	1,833.48		1,833.48	Pipe, Couplings, PVC, Adaptors, Couplings, Primer, Misc. Supplies
38	12/2/2021	ACH	WECO	1,846.15		1,846.15	Seal Kits, Sewer Hose, Leader Hose
39	12/2/2021	N/A	Woodland Center Auto Supply	118.71		118.71	Batteries, Universal Lift Support
40	12/2/2021	N/A	Zee Medical	191.06		191.06	Re-Stock of First Aid Kits

Do not change any formulas below this line.

TOTAL \$ 391,220.27 \$ - \$ 391,220.27

EFT1	EFT1 = Payroll (Amount Required)	138,414.58	138,414.58	Approval: Finance GM Board
EFT2	EFT2 = Bank of Marin loan payments	47,335.64	47,335.64	
PC	Petty Cash Checking	0.00	0.00	
>1	Checks (Operating Account)	0.00	0.00	
N/A	Checks - Not issued	56,606.20	56,606.20	
EFT	EFT = Vendor initiated "pulls" from LGVSD	87,290.82	87,290.82	
ACH	ACH = LGVSD initiated "push" to Vendor	61,573.03	61,573.03	
	Total	<u>\$ 391,220.27</u>	<u>\$ 391,220.27</u>	

Difference: _____

STPURWE Costs 3,250.69



BOARD MEMBER CONFERENCE/ MEETING ATTENDANCE REQUEST

Date: 11/16/21 Name: MURIZAY, CRAIG K.

I would like to attend the STORAGE AND DISTRIBUTION Meeting
of RCAC

To be held on the 7th day of DEC. 2021 from 10:00 a.m. / p.m. to
7th day of DEC. 2021 from 12:00 a.m. / p.m.
TO

Location of meeting: ONLINE

Actual meeting date(s): DEC. 7, 2021

Meeting Type: (In person/Webinar/Conference) WEBINAR

Purpose of Meeting: REVIEW OF WATER DISTRIBUTION + STORAGE SYSTEMS

Meeting relevance to District: PIPING, VALVES + STORAGE TANK MAINTENANCE

	YES	NO
Request assistance from Board Secretary to register for Conference:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Request assistance from Board Secretary to register for Hotel:	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Board Directors to book their own transportation including Airfare, taxi and/or shuttles.

Frequency of Meeting: 1x

Estimated Costs of Travel (if applicable): N/A

Date submitted to Board Secretary: 11/16/21

Board approval obtained on Date: _____

Please submit this form to the Board Secretary no later than 1 week prior to the Board Meeting.

Storage and Distribution (California) 120721-10

Event Date & Time

12/7/2021 10:00 AM - 12/7/2021 12:00 PM

Location

ONLINE

Times listed are Pacific Time

Storage and Distribution

Accreditation:

2 California Drinking Water Contact Hours awarded

Contact Hours have been approved for the Registered Environmental Health Specialist Program.

Certificates will be available through your profile.

Date & Time:

The Storage and Distribution training will be held on the following date:

December 7 | 10:00AM-12:00PM

Description:

This module presents the wide aspects and varying operation of water storage systems and distribution piping. The distribution and storage systems are the unrecognized backbone of any water system. However, due to its inconspicuous nature, problems are seldom realized, and maintenance is seemingly nonexistent. The fact is that most bacteriological contamination takes place in the distribution system. This alone should be enough to warrant prudent maintenance of piping and valves, and storage tanks in the system. Through purposeful flushing procedures and adequate planning, system downtime can be minimized, and water quality can be improved

Participants will learn:

- Common components and types of water distribution system piping and storage
- Maintenance guidelines and programs that reduce long-term expenditures
- Possible pathways of and how to reduce contamination
- Inspection and record-keeping procedures that improve water quality

This workshop will give participants the information and resources they need to understand proper operation and maintenance of their storage and distribution systems.

The recommended audience includes system operators, new board members and those considering becoming certified operators of a water system.

[Click here for Brochure \(/images/rcac/SAFER Brochure JUL-DEC 2021_FINAL.pdf\)](#)

Scholarship & Fees:

Storage and Distribution is a free training.

Registration:

Are you attending this training as a group and not watching from your own computer? If so, your group leader will need to inform RCAC (registration@rcac.org (<mailto:registration@rcac.org>)) about attendees who will view sessions as a group prior to session start. You do not need to participate from your own computer/device, but will need to complete an evaluation to receive credit and contact hours. Please note that sign-in sheets NO LONGER validate attendance at online workshops.

For registration questions, contact:

RCAC Events

registration@rcac.org ([mailto:registration@rcac.org?subject=Storage and Distribution \(California\) 120721-10](mailto:registration@rcac.org?subject=Storage%20and%20Distribution%20(California)%20120721-10))
(916) 447-9832 ext. 1429

Funding for this project has been provided in full or in part under the Safe and Affordable Funding for Equity and Resiliency (SAFER) Drinking Water Program through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.



[Add to Cart \(Cart.asp?Mode=SAVENEWCERS&mlUtil_EventID=2762&PID=\)](#)

On-Line Registration

Attendee

Fee End Date	Fee Description	Amount
12/6/2021	No Charge (Cart.asp?Mode=SAVENEWCERS&mlUtil_EventID=2762&mlUtil_FeelD=2609&PID=)	Free Register (Cart.asp?Mode=SAVENEWCERS&mlUtil_EventID=2762&mlUtil_FeelD=2609&PID=)

[Home \(http://www.rcac.org\)](http://www.rcac.org)

Contact RCAC 3120 Freeboard Drive, Suite 201, West Sacramento, CA 95691 (916) 447-2854 Fax: (916) 372-5636

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[Association Management Software \(http://www.esxinc.com\)](http://www.esxinc.com)

The registration has been completed with ID: 81568.

EVENT ENROLLMENT CONFIRMATION

Name	Registered Items	
1. Murray, Craig	Attendee Storage and Distribution (California) Storage and Distribution (California) 120721-10 Date: 12/07/2021 Time: 10:00 AM - 12:00 PM Location: ONLINE Contact hours have been approved for the Registered Environmental Health Specialist Program. Please enter your Water Operator Number: N/A Please enter your Water System ID Number: N/A Please enter Operator Grade Level: N/A How big is your utility system: 32,000 population served	\$0.00
SubTotal		\$0.00
Total		\$0.00

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Contact RCAC 3120 Freeboard Drive, Suite 201, West Sacramento, CA 95691 (916) 447-2854 Fax: (916) 372-5636

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AGENDA ITEM 2D
DATE December 2, 2021



BOARD MEMBER CONFERENCE/ MEETING ATTENDANCE REQUEST

Date: 11/16/21 Name: MURRAY, CRAIG K.

I would like to attend the ADDRESSING ARSENIC ISSUES IN YOUR SYSTEM Meeting
of PLAC

To be held on the 15th day of DEC 2021 from 10:00 a.m. / p.m. to
15th day of DEC 2021 from 12:00 a.m. / p.m.

Location of meeting: ONLINE

Actual meeting date(s): DEC 15, 2021

Meeting Type: (In person/Webinar/Conference) WEBINAR

Purpose of Meeting: HEALTH PROBLEMS CAUSED BY HWAYS TO MITIGATE ARSENIC

Meeting relevance to District: REGULATIONS; ROLE WATER CHEMISTRY FOR TREATMENT

Request assistance from Board Secretary to register for Conference: YES NO

Request assistance from Board Secretary to register for Hotel: YES NO

Board Directors to book their own transportation including Airfare, taxi and/or shuttles.

Frequency of Meeting: 1X

Estimated Costs of Travel (if applicable): N/A

Date submitted to Board Secretary: 11/16/21

Board approval obtained on Date: _____

Please submit this form to the Board Secretary no later than 1 week prior to the Board Meeting.



(<https://www.facebook.com/rcac.org>)



(<https://twitter.com/rcacorg>)



(<https://www.linkedin.com/company/rcac>)

Addressing Arsenic Issues in Your System (Nevada) 121521-10

Event Date & Time

12/15/2021 10:00 AM - 12/15/2021 12:00 PM

Location

ONLINE

Addressing Arsenic Issues in Your System

Accreditation:

2 Nevada Contact Hours awarded

Certificates will be available through your profile.

Date & Time:

The Addressing Arsenic Issues in Your System training will be held on the following date and time:

December 15 | 10:00AM-12:00PM | Scroll down to register

Description:

What should you do if your water system is facing arsenic issues? Did you know that there is no "one size fits all" treatment for Arsenic in drinking water? In the workshop we will cover what arsenic is, where it comes from, and what health problems it causes. Attendees will learn about Arsenic regulations and will be able to list several potential ways to mitigate Arsenic in drinking water, from non-treatment options to treatment techniques, and what role water chemistry plays in determining appropriate treatment technologies.

Flyer coming soon!

Location:

This training will be hosted online on GoToTraining.

Scholarship & Fees:

Addressing Arsenic Issues in Your System is a free training.

Registration:

Are you attending this training as a group and not watching from your own computer? If so, your group leader will need to inform RCAC (registration@rcac.org (<mailto:registration@rcac.org>)) about attendees who will view sessions as a group prior to session start. You do not need to participate from your own computer/device, but will need to complete an evaluation to receive credit and contact hours. Please note that sign-in sheets NO LONGER validate attendance at online workshops.

For registration questions, contact:

registration@rcac.org ([mailto:registration@rcac.org?subject=Addressing_Arsenic_Issues_in_Your_System_\(Nevada\)_121521-10](mailto:registration@rcac.org?subject=Addressing_Arsenic_Issues_in_Your_System_(Nevada)_121521-10))
(916) 447-9832 ext. 1429

Funding for the project or program was provided by the Nevada Division of Environmental Protection and, if applicable, the U.S. Environmental Protection Agency.



[Mode=SAVENEWCERS&mlUtil_EventID=2946&PID=B44552836383131393934253731313D203D23333B5E3539353A303132363B5532323B3333](#) [Add to Cart \(Cart.asp?\)](#)

On-Line Registration

Attendee

Fee End Date	Fee Description
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12/14/2021	No charge (Cart.asp?) Mode=SAVENEWCERS&mlUtil_EventID=2946&mlUtil_FeeID=2765&PID=B44552836383131393934253731313D203D23333B5E3539353A303132363B5532323B3333
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The registration has been completed with ID: 81569.

EVENT ENROLLMENT CONFIRMATION

Name	Registered Items	
1. Murray, Craig	Attendee Addressing Arsenic Issues in Your System (Nevada) Addressing Arsenic Issues in Your System (Nevada) 121521-10 Date: 12/15/2021 Time: 10:00 AM - 12:00 PM Location: ONLINE 2 Nevada Contact Hours Please enter your Water System ID Number: N/A Please enter your Water Operator number: N/A Please enter Operator Grade Level: N/A How big is your utility system?: 32,000 population served	\$0.00
SubTotal		\$0.00
Total		\$0.00


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Agenda Summary Report

To: Board of Directors
From: Dale McDonald, Administrative Services Manager 
(415) 526-1519 dmcDonald@lqvsd.org
Meeting Date: December 2, 2021
Re: Review of the Garbage and Refuse Rate Adjustment for 2022 and
Set Public Hearing for Ordinance No.188.
Item Type: Consent Action Information Other
Standard Contract: Yes No (See attached) Not Applicable

STAFF RECOMMENDATION

Set a public hearing for December 16, 2021 to allow for discussion and input from the public concerning the proposed rate increase and associated Ordinance No. 188. District residents and commercial customers will be notified through publishing a notice of the public hearing in the Marin Independent Journal and posting on the District's website.

BACKGROUND

This report details the 2022 rate adjustment proposal necessary for Marin Sanitary Service (MSS) to provide refuse, recycling and organics/compost hauling and processing for customers ("rate payers") in the unincorporated areas of the Las Gallinas Valley Sanitary District (the District). Rate payers include residential homeowners, apartment owners, commercial property owners, and other businesses and tenants. The proposed rate adjustment will increase rates by 0.64% over 2021 levels for all rate payers. It includes adjustments based on an agreed-upon rate setting methodology the District has with Marin Sanitary Service and is based upon an independent third-party review of various factors by R3Consulting Group, Inc. (R3).

I. Franchise Agreement

The District has a franchise agreement with Marin Sanitary Service (MSS) for refuse collection and recycling services. The District entered into a Revised and Restated Exclusive Franchise Agreement to Collect, Transfer, Process, Market, and Dispose of Solid Waste, Recyclables, and Organic Materials (Agreement) on February 28, 2013. The term of the Agreement is from February 28, 2013 through December 31, 2033 and contains a provision for automatic annual extensions each year for an additional 12 months if certain conditions are met. An amendment to the Franchise Agreement in 2019 substantially streamlined and simplified the annual rate adjustment methodology, setting rates based on set revenues due to MSS, which are escalated annually based on one simple index: the Water, Sewer, and Trash Collection, U.S. city average, Bureau of Labor Statistics ID CUSROOOOSEHG (WST) index. The index has increased 3.57% over last year and averaged 3.81% increase annually over the last 10 years.



The District typically holds an initial review of the proposed rate increase each year and schedules a public hearing for December or January to set the maximum collection rates to be charged by MSS for that calendar year. Notice of the public hearing is published twice in the Marin Independent Journal. Information on the proposed rates that MSS will charge is available at the District's office and on the District's website for at least 10 days prior to the public hearing.

Several jurisdictions in Marin that have contracts with MSS and utilize a similar rate setting methodology have joined together as a Franchisors' Group to share information and reduce costs: San Rafael, Larkspur, Ross, the Las Gallinas Valley Sanitary District, Fairfax, San Anselmo, and the County of Marin, including areas within the Ross Valley Sanitary District boundaries. Rate Year 2022 will be the second year that the Towns of Fairfax and San Anselmo are included in the rate setting application. The Franchisors' Group meets several times per year to oversee MSS's operations, to review MSS's rate proposals, and to supervise the work of the consultant conducting the rate review. The results of the 2022 rate review are presented in the Proposed Rate Increase section of this report. The proposed rate adjustment of 0.64% is the lowest percentage rate increase of the seven agencies within the Marin Franchisor's Group.

II. Environmental Initiatives and Goals

While perhaps the original purpose of refuse service had to do with public health and safety around sanitation, it is increasingly geared more toward making progress on waste reduction and climate change goals, which are also forms of public health and safety. The State of California has adopted several pieces of legislation mandating significant reductions of waste hauled to the landfill, recognizing the embedded environmental impacts and greenhouse gas emissions associated with them.

Compliance for SB1383, the Short-Lived Climate Pollutants Reduction Act, requires organics waste reduction in the landfill. AB 1826 was passed in October 2014 and set requirements for all businesses and multi-family complexes that meet certain criteria to arrange for organics recycling. SB 1383 was passed in September 2016 and, when it takes effect January 1, 2022, will set even more stringent requirements for these customers to divert organic waste from the landfill. Taken together, these two mandates represent the most significant change to the laws affecting the industry since AB 939 was passed in 1989.

Cities, Towns and the County of Marin formed the Zero Waste Marin Joint Powers Authority (JPA). It was previously known as the Marin County Hazardous and Solid Waste Management JPA. The JPA is the group charged with complying with the California Integrated Waste Management Act of 1989. The goal of the Act is to reduce the flow of materials to landfills. The JPA also has a local task force made up of representatives from industry, the environmental community and Marin's cities, towns and special districts. The JPA is funded by tipping fees at Redwood Landfill. The District belongs to the Marin County Hazardous and Solid Waste JPA Local Task Force on Solid and Hazardous Waste. The JPA prepared a Zero Waste Feasibility Study in December 2009 which identified a goal of "achieving zero waste in the next five to 17 years." Zero Waste has been defined as 94% diversion, taking into account the need for producer responsibility and product stewardship, which is beyond local control.



In summary, the overall industry is moving from “bringing garbage to the landfill” to “resource hauling” including transport to recyclers and re-users to find the next highest and best use with the landfill being the last option. MSS has been a leader in this movement, as they have invested in facilities and technologies to divert materials from the landfill, including the construction of the Marin Resource Recovery Center, Marin Recycling Center, and investments in the Food-2-Energy (F2E) program with Central Marin Sanitation Agency.

III. Marin Sanitary Services and Programs

MSS provides residential, commercial and multi-family refuse services. In addition, MSS provides trash and recycling pick-up for the District’s facilities.

Residential service includes single-family units and three or fewer units in a single structure. The District’s residential customers receive weekly trash, recycling, and organics/compost collection services. Residential customers also receive twice yearly residential curbside collections of up to 14 additional bags/cans of yard waste, recycling, and/or garbage; and twice yearly residential on-call collection of up to two large items each time.

Commercial service includes all businesses and residential apartment buildings with four or more units. Commercial customers receive separate trash and recycling containers as well as cardboard pickup, and may choose from a variety of carts, bins, and commercial compactors. In addition, customers are offered the choice of two commercial organics diversion programs. Customers with significant amounts of pre-consumer food waste may participate in the F2E program. Commercial customers with post-consumer food waste, food soiled papers, and yard waste may participate in the commercial composting program. All commercial services can be picked up from one to six times per week.

Multi-family buildings are classified as commercial customers since they are a business enterprise and operate differently than single family homes. They receive separate trash, recycling, and organics containers depending on the area available for can storage. MSS works with apartment managers and tenants to develop ‘green teams’ to increase recycling and composting at their complexes.

Organics recycling services will begin in 2022 to meet SB 1383 compliance. Subject to approval of an amendment to the District’s Franchise Agreement with MSS, the company will also be providing compliance monitoring and inspection services, contamination monitoring, outreach and education, and reporting functions on behalf of the District.

In addition, MSS does the majority of the outreach for the District in compliance with the State’s Mandatory Commercial Recycling and Mandatory Composting laws (AB 341 and AB 1826), which place requirements on businesses to recycle and compost, and also requires the District to provide for annual monitoring and notifications to non-compliant businesses. MSS has also assisted with an illegal dumping abatement program by responding to calls of illegal dumping along the roadways within the unincorporated portions of the District boundaries. As staff receives complaints of illegal dumping, they notify MSS for collection. MSS remains responsive to staff requests to resolve the complaints.



Proposed Rate Increase

Rate Review and Methodology

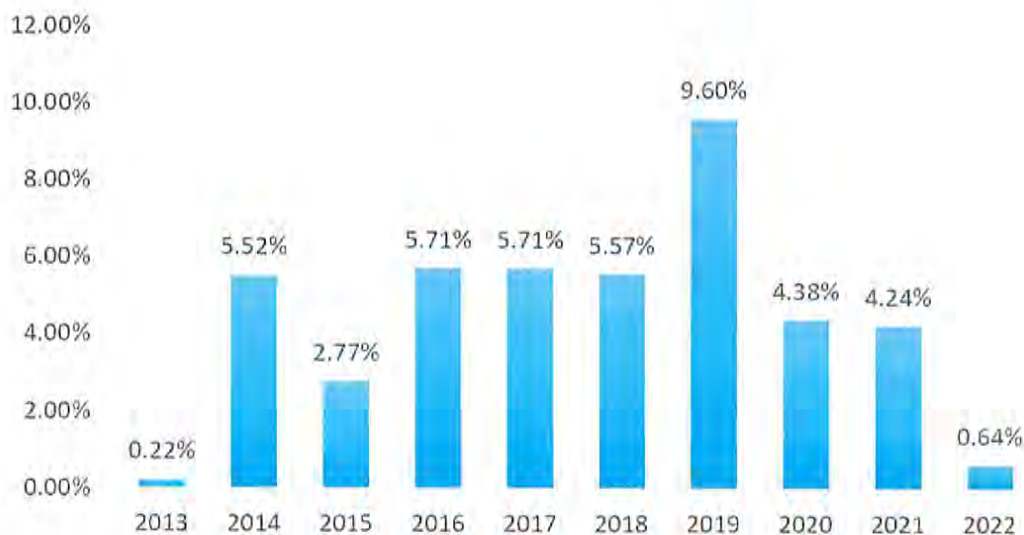
Over the past ten years rate adjustments in our District have ranged from 0.22% to 9.60% with an average of 4.44%. Last year's adjustment was 4.24%. Waste haulers around the state are experiencing financial losses due to new recycling challenges and increases in labor and benefits expenses, among other things. This is the result of many factors, including a growing amount of solid waste, recycling and compostables, increasing requirements to divert waste from the landfill, increasing costs of processing recyclables and compostables, decreasing value of recyclable materials, and the cost of capital and equipment to implement new standards and requirements.

Adjustments

MSS submitted their 2022 summary rate application in August. R3 reviewed the application and all relevant documents and financial schedules with MSS, and concurs that an overall-area-wide rate increase of 1.78% (MSS agencies as a whole) is appropriate to compensate MSS for solid waste services. Each agencies' rate increase differs slightly from the overall rate increase as each agency is intrinsically different from one another; the type of services provided, the level of subscription, the ratio of residential to commercial and industrial customers, the terrain in which services are performed, disposal costs per capita, rate structures, and governmental fees.

It is therefore recommended that the District's proposed rate increase be set at 0.64%. This is below the historical average for year-over-year rate increases for the Las Gallinas Valley Sanitary District service area.

LGVSD 32-Gallon Rate Increases



The full rate review and proposed adjustments are contained in the R3 Report (Attachment A).



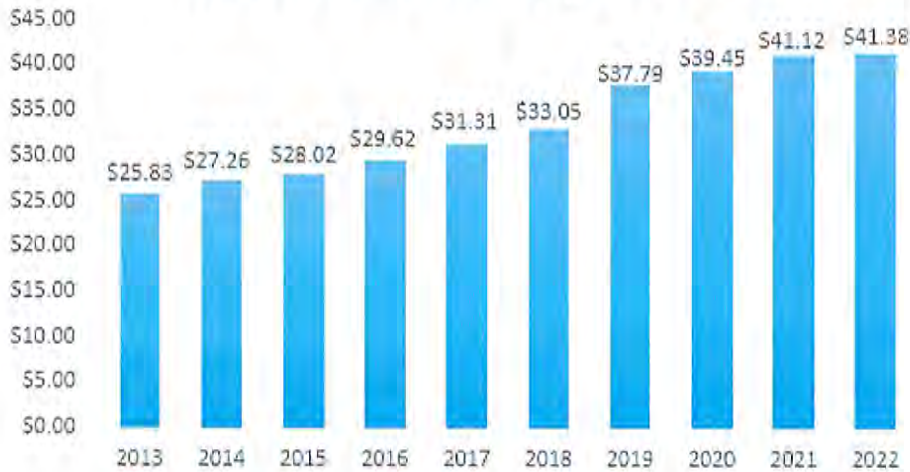
Rate Payer Categories and Comparisons

With the above recommendation, the cost of a 32-gallon residential landfill cart would be increased approximately \$0.26 per month, from \$41.12 to \$41.38. The cost of commercial service for a 3-yard landfill dumpster picked up once per week would be increased by approximately \$3.81 per month, from \$595.63 to \$599.44. Recycling is included in all accounts. Businesses with a vigorous recycling program can reduce their regular container size or pickup schedule resulting in lower rates.

R3 conducted a survey of Bay Area refuse haulers as part of the rate review. It summarizes the survey data for residential 20-96 gallon can weekly service with curbside recycling and organics pickup. Of note in reviewing the survey, the District's and Marin Franchisor Group's rates are the proposed amounts for 2022; for other comparator agencies they are the currently available rates for 2021 and may not include any proposed increases for 2022.

The 2022 proposed rate of \$41.38 for 32-gallon residential landfill cart in the District is lower than the 2022 Marin County average of \$49.36 and 2021 Bay Area average of \$43.17.

LGUSD Residential 32-gallon Rate



The R3 review of Marin Sanitary Service's 2022 Rate Report (Attachment A) also compares the District's three-yard commercial bin (once a week) service to those of all Bay Area cities and agencies with similar services. The District's rate of \$599.44 is higher than the Marin County average, which is \$592.06, and higher than the Bay Area average, which is \$468.58. However, it is important to note that all jurisdictions provide different services and levels of services, making apples-to-apples comparisons problematic. The District's rates have traditionally been comparable with rates in other Bay Area jurisdictions, while often providing more services.

As in previous years, staff is recommending that the rate adjustment be applied across the board to all residential, multi-family and commercial service accounts. Actual rates proposed for all services are provided along with draft ordinance (Attachment B).



PREVIOUS BOARD ACTION

Ordinance 185 – Refuse rates adopted January 21, 2021.

ENVIRONMENTAL REVIEW

N/A

FISCAL IMPACT

The attachment to the Ordinance (marked Appendix B) contains the complete rate request. As shown, the 0.64% overall increase is applied to all customer types and service options. If approved, these rates are projected to satisfy the District's contractual obligations to meet the MSS revenue requirement including franchise fees.

Attachments:

- Attachment A Review of Marin Sanitary Service's 2022 Rate Application submitted to the Marin Franchisors' Group by R3, including the Rate Revenue Requirements in the Bay Area Rate Survey.
- Attachment B Draft of Ordinance, An Ordinance Amending Chapter 1, An Ordinance Regulating Garbage, Rubbish, Waste Matter and Refuse, and the Collection, Removal and Disposal Thereof



www.r3cgi.com

November 10, 2021

Dale McDonald
Administrative Services Manager
Las Gallinas Valley Sanitary District
101 Lucas Valley Road, Suite 300
San Rafael, CA 94903

Subject: Review of Marin Sanitary Service's 2022 Rate Application

Dear Mr. McDonald,

R3 Consulting Group, Inc. (R3) is pleased to submit this report detailing the results of our review of Marin Sanitary Service's (MSS's) 2022 rate application for Las Gallinas Valley Sanitary District (District). This review was conducted pursuant to R3's engagement with the seven agencies (Agencies) served by MSS, including the City of San Rafael, County of Marin, Las Gallinas Valley Sanitary District, City of Larkspur, Town of Ross, Town of Fairfax, and the Town of San Anselmo.

This report summarizes results from our review of MSS's 2022 indexed rate application per the streamlined rate setting methodology established in 2019. The methodology is described in the amended Exhibit B to the Franchise Agreement that the District holds with MSS.

Executive Summary

On August 30, 2021, MSS submitted its application for an increase to its solid waste rates, to be effective January 1, 2022. This is an indexed year rate adjustment, which primarily projects compensation due to MSS based on the applicable water-sewer-trash CPI Index (WST). Per Exhibit B, the rate adjustment is subject to a 2.5% minimum and a 5% maximum rate cap for MSS' operations.

Based on our review of the rate application, R3 concurs with MSS's calculated 2022 rate revenue requirement of \$3,195,816 for the District in 2022, which is \$20,360 higher than the 2021 rate revenue requirement of \$3,175,456.

The corresponding adjustment to the District's solid waste rates for 2022 is 0.64%. Table 1, on the following page, compares the 2021 and 2022 rate revenue requirements and demonstrates the rate adjustment calculations for 2022.

Table 1: 2022 Rate Adjustment Summary

	2021	2022	Dollar Change	Percentage Change	Adjustment to Rates
Collector Operations	2,149,809	2,226,457	76,648	3.57%	2.41%
Garbage Landfilling and Organics Processing	381,017	358,145	(22,872)	-6.00%	-0.72%
State Compliance Database Subscription	762	1,029	267	35.06%	0.01%
SB 1383 Compliance	0	25,404	25,404	N/A	0.80%
Profit Calculation	266,622	274,087	7,465	2.80%	0.24%
Recyclable Materials Processing	75,138	40,861	(34,277)	-45.62%	-1.08%
Interest	48,889	50,632	1,743	3.57%	0.05%
Zero Waste Marin Fees	55,356	50,123	(5,233)	-9.45%	-0.16%
Franchise Fees	158,773	159,791	1,018	0.64%	0.03%
Annual Rate Revenue Reconciliation	12,083	0	(12,083)	N/A	-0.38%
Recycling Property Insurance	8,690	6,352	(2,338)	-26.90%	-0.07%
SB 1383 Negotiations and Implementation Support	0	2,935	2,935	N/A	0.09%
Fuel and Oil True-up (Sunsetting in 2021)	6,839	0	(6,839)	N/A	-0.22%
Garbage Landfilling and Organics True-up (Sunsetting in 2021)	1,495	0	(1,495)	N/A	-0.05%
Recycling Losses (Sunsetting in 2021)	9,983	0	(9,983)	N/A	-0.31%
Total Annual Rate Revenue Requirement	3,175,456	3,195,816	20,360	0.64%	0.64%

2022 Rate Adjustment Details

Collector Operations

Collector Operations compensates MSS for labor, benefits, general and administrative, depreciation and lease, maintenance, fuel and oil. Per Exhibit B, compensation for Collector Operations are adjusted using the CPI index for Water and Sewer and Trash Collection. R3 used publicly available Bureau of Labor Statistics data to verify the calculated increase of 3.57% to Collector Operations.

The result is \$2,226,457 in Collector Operations for the District in 2022, which is an increase of \$76,648 compared to 2021.

Garbage and Organics Tipping Fees

Garbage Landfilling and Organics Processing tipping fee projections are calculated using actual tonnages collected from January 1 through June 30, 2021, which are then annualized to project total 2021 tonnages. Those tonnages are then multiplied by the projected 2022 tipping fees calculated in accordance with Exhibit B. This is based on the actual per ton tipping fees for each waste stream category, or if unavailable, projected tipping fees are calculated using the current year per ton tipping fees escalated by the change in WST— subject to a minimum increase of 2.5% and a maximum increase of 5.0%.

R3 reviewed MSS's projected 2021 tons and the 2022 per ton tipping fees for residential garbage, residential green waste/organics, commercial garbage, commercial mixed waste for processing, commercial food scraps, and MSS-served Agencies' waste delivered to MSS. Per Exhibit B, R3 confirmed that MSS correctly projected tons by category using annualized actual tons for the first six months of the current rate year and, as actual tipping fees are unavailable, applied the 3.57% WST adjustment to project 2022 per ton tip fees.

The result is \$358,145 in Garbage and Organics Tipping fees for the District in 2022, which is a decrease of \$22,872 compared to 2021. This decrease is the result of decreased tonnages projected in 2021 compared to 2020.

Database Subscription for Compliance with State Law

The rate setting methodology allows for the recovery of additional revenues associated with costs for changes in law and/or new State mandates.

For increased operating expenses due to State Laws, including AB 1826 and SB 1383, MSS has included in its rate application a line item for a compliance database. This item was added and approved in MSS's 2020 and 2021 Rate Adjustment applications for MSS's subscription to Recyclist, which is a valuable reporting tool related to compliance with State Law. MSS expects this line item will continue to be present in future rate applications.

The result is \$1,029 in Database Subscription for the District in 2022, which is an increase of \$267 compared to 2021.

Compliance with SB 1383

Similar to the above, MSS is requesting adjustment for anticipated increases in operating expenses associated with new State Law, SB 1383. SB 1383 takes effect January 1, 2022 and will result in increased subscriptions to organics services throughout MSS's service area. Throughout its seven franchises in Marin

County in 2022, MSS will add one new organics recycling collection route (comprised of a truck and driver), one new outreach and education specialist, and additional equipment to process and clean collected organic waste.

Subject to approval of an amendment to the Franchise Agreement with MSS, the company will also be providing compliance monitoring and inspection services, contamination monitoring, outreach and education, and reporting functions on behalf of the District. The total 2022 revenue recovery for these new SB 1383 compliance measures for MSS is \$387,765.

The result is \$25,404 in new SB 1383 Compliance rate revenues for the District in 2022; this item was not present in the rate revenue requirement in prior rate years.

Profit Calculation

R3 reviewed the calculation of MSS's profit, which is a function of total allowable operating expenses (\$2,611,035 for the District) divided by the contractually set operating ratio of 90.5% and subtracting the same sum, rounded to the nearest dollar. MSS's actual profit achievement will vary depending on the company's real revenues and expenses; as such, profit is not guaranteed.

The result is \$274,087 in Calculated Profit for the District in 2022, which is an increase of \$7,465 compared to 2021. The increase is due to a net increase in allowable operating expenses, which were described in the previous sections of this report.

Recyclable Materials Processing

A net recyclable materials processing cost is calculated each year to share the risks and rewards of changing recycling markets between rate payers and MSS.

Per Exhibit B, the Recyclable Materials Processing cost is escalated by the annual change in the WST and that amount is then divided by the number of all tons of recyclable materials processed at Marin Recycling Center from July 1 of the prior rate year through June 30 of the current rate year.

The recyclable materials revenue amount is calculated based on 90% of the total revenue received by the Marin Recycling Center for recyclable materials, which is then divided by the number recyclable material tons processed at Marin Recycling Center. The calculation does not include income or tons from recyclable materials processed for third parties or agencies that were not customers of MSS or the Marin Recycling Center as of December 31, 2018.

For Rate Year 2022, the resulting Net Recyclable Materials Processing Cost Per Ton is \$29.59, a decrease of \$24.19 from the 2021 value of \$53.78. This reduction is due to increases in the value of recyclable commodities sold by MSS in the prior year.

The result is \$40,861 in Recyclable Materials Processing for the District in 2022, which is a decrease of \$34,277 compared to 2021.

Interest

Interest is based on MSS's actual interest from its loan amortization schedules for actual and projected capital expenditures for services under the Agreement as of the last base year review in 2019. This is increased in the same manner as Collector Operations, as described above, via WST annually.

The result is \$50,632 in Interest for the District in 2022, which is an increase of \$1,743 compared to 2021.

Zero Waste Marin Fees

Zero Waste Marin Fees are set as a pass through as government fees and, per Exhibit B to the agreements, changes in such fees result in appropriate adjustments to rates to compensate MSS for increases or decreases in such fees.

JPA fees included in the annual indexed rate applications for the MSS service area are set to be equal to the current Zero Waste Marin Fee assessments for the current fiscal year, with 100% of the MSS hauler fees passed through to the MSS Agencies, and with none of the MSS Transfer Station fees passed through to the MSS Agencies. For 2022, the total amount passed through to the MSS Agencies is \$699,372.

The result is \$50,123 in Zero Waste Marin Fees for the District in 2022, which is a decrease of \$5,233 compared to 2021. The decrease is due to the fact that the 2021 fees included a true-up for under collection of fees in 2019 and 2020, which is no longer included in the rate application.

Franchise Fees

Franchise Fees are calculated by multiplying the applicable franchise fee percentage by each agency served by MSS by the revenues projected for each that Rate Year. The District's Franchise Fee is 5% of gross revenues.

The result is \$159,791 in Franchise Fees for the District in 2022, which is an increase of \$1,018 compared to 2021, and is due to an overall increase in the rate revenue requirement.

Other Agency Fees

Other Agency Fees are calculated and applied to each of the Agencies based on the specific fees set by those Agencies. The District has not set Other Agency Fees, and the result is thus \$0 for the District for 2022.

Annual Rate Revenue Reconciliation

The Rate Revenue Reconciliation item is to reconcile the projected rate revenue from the 2020 rate adjustment to the actual revenue collected through rates charged during the 2020 rate year.

Due to the impacts of the COVID-19 pandemic, MSS experienced an overall shortfall of \$1,497,138 in 2020 billed revenues compared to the annual revenue requirement. However, because MSS also received a Paycheck Protection Program (PPP) loan in 2020 – and expects that loan to be forgiven – MSS is waiving the Rate Revenue Reconciliation for 2020, contingent on final determination of the PPP loan forgiveness. MSS is still awaiting news regarding PPP loan forgiveness; if, in the unlikely event the PPP loan is not forgiven, MSS requests the ability to revisit the 2020 Rate Revenue Reconciliation.

Extraordinary Items

Items that are outside of the categories as defined in the Exhibit B Adjustment methodology may be proposed by MSS as extraordinary items. Two such items are proposed by MSS for 2022 and are described below.

Recycling Property Insurance

Property insurance for recycling processing facilities have gone up across the country for circumstances outside of MSS's control. MSS has previously and separately briefed the Agencies on this item, and R3 is

aware of the market circumstances surrounding it. R3 finds that this extraordinary item is supported and reasonable. The 2021 recycling property insurance extraordinary item proposed by MSS was \$124,662, and for 2022 it is \$90,726.

The result is \$6,352 in Recycling Property Insurance for the District in 2022, which is a decrease of \$2,338 compared to 2021.

Funding for SB 1383 Contract Negotiations and Implementation

The MSS served Agencies have contracted with R3 to provide support for negotiation of an amendment to the MSS franchise agreements with the Agencies, effectuating the new services, terms and conditions for SB 1383 compliance. That contract also includes a contingency for support to the Agencies in implementing SB 1383 in 2022. R3's expenses for that work are not to exceed \$44,380 and are recoverable via the solid waste rates so as not to be direct expenses to the Agencies.

The result is \$2,935 in SB 1383 Contract Negotiations and Implementation support for the District in 2022.

Three Prior Line Items Sunsetting in 2022

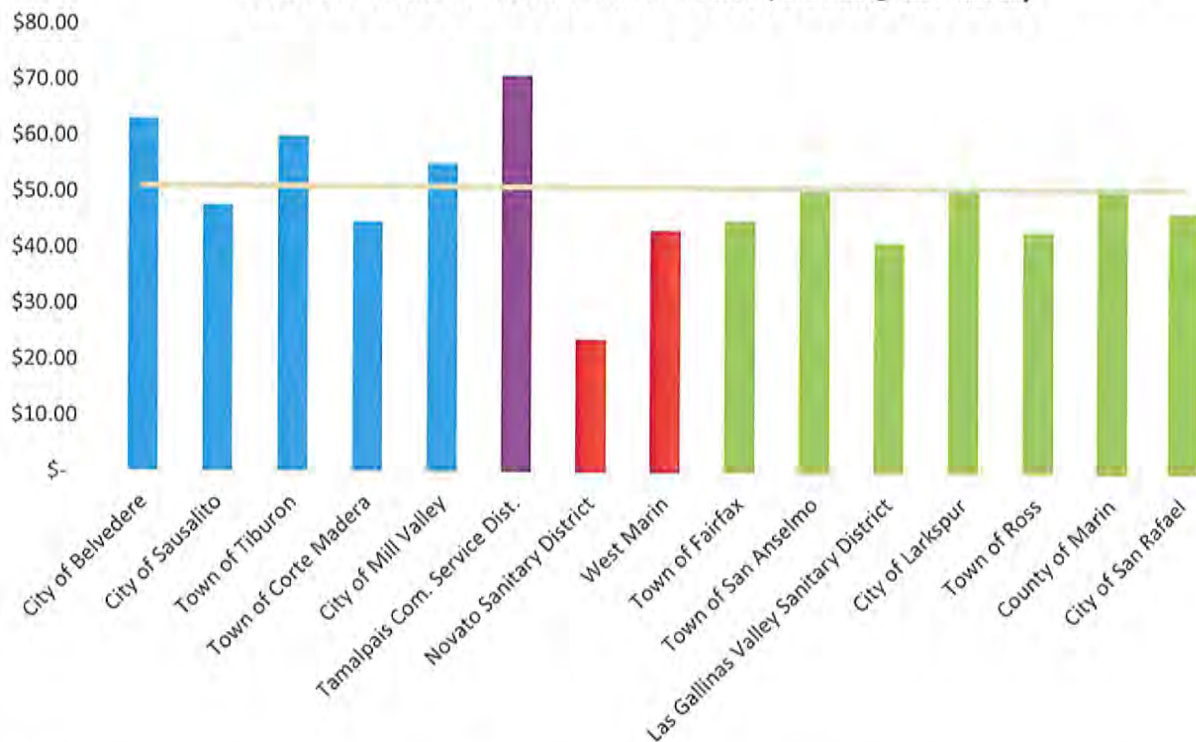
Rate adjustment calculations in 2019, 2020 and 2021 included three line-item categories that are sunsetting and will no longer be included as rate adjustment considerations in 2022. These include true ups for fuel costs (\$6,839), disposal costs (\$1,495), and recycling losses (\$9,983). The result of these items sunsetting is a reduction in the District's rate revenue requirement of \$18,317 in 2022.

Survey of Comparable Rates

Attachment 1 shows the results of R3's survey of solid waste rates as of October 2021 for agencies located throughout the Bay Area. For the purpose of comparing the MSS Agencies' rates to other agencies we have applied the 2022 rate increases for MSS served Agencies and compared those anticipated 2022 rates to the current rates for all other agencies. It is anticipated that rates for other agencies will also increase in 2022, and since this comparison uses 2022 rates for the MSS Agencies, the rate comparison will become more favorable as other entities adopt 2022 rates.

Figure 1, on the following page, shows a summary of Marin rates for residential customers with 30-35 gallon garbage service. Bars shown in blue are 2021/22 rates for Mill Valley Refuse Service; purple is the 2021/22 rate for Tamalpais Community Services District; red are 2021/22 rates for Recology Marin, and; green are proposed 2022 MSS rates. The grey bar is the average for all of Marin County, excluding the MSS Agencies. Overall, 2022 rates for the Agencies served by MSS are less than or equal to the Marin County average.

Figure 1
Marin County Rates: MSS 2022 Proposed Residential 32-gal Can compared to Current 30-35-gal Can Rates and Marin County Average of \$51.18 (Excluding MSS Rates)



If approved, 2022 monthly residential rates for a 32-gallon container (the most frequent residential service level) for the District will be \$41.38. The District's commercial rates for a 3-cubic yard bin serviced 1 time per week will be \$599.44.

These survey results are presented as an indication of the reasonableness of the resulting rates for 2022. Conclusions should not be immediately drawn from this information because rate comparisons are intrinsically difficult and often misleading. This results from differences in issues such as those listed below:

- The types and ranges of services provided;
- The level of subscription to solid waste services by residential, commercial, and industrial customers;
- The ratio of residential to commercial and industrial customers;
- The terrain in which the service is performed;
- Disposal, transfer and process costs, and amounts per capita;
- Rate structures; and
- Governmental fees (e.g., franchise fees, vehicle impact fees, etc.).

* * * * *

R3 appreciates the opportunity to be of service to the District. Should you have any questions regarding this report or need any additional information, please contact me by phone at (510) 292-0853 or by email at gschultz@r3cgi.com.

Sincerely,

R3 CONSULTING GROUP



Mr. Garth Schultz | Principal

Bay Area Rate Survey

Jurisdiction	County	Effective Dates	Residential Single Family				Commercial			
			20 Gal.	30-35 Gal.	60-64 Gal.	90-96 Gal.	1 YD Bin	1 YD Bin	3 YD Bin	3 YD Bin
							1x/Week	3x/Week	1x/Week	3x/Week
City of Alameda	Alameda	7/1/2021	\$ 35.99	\$ 45.43	\$ 74.64	\$ 104.25	\$ 173.05	\$ 349.57	\$ 519.16	\$ 104.67
City of Albany	Alameda	5/1/2021	\$ 40.89	\$ 45.78	\$ 79.13	\$ 112.45	\$ 182.40	\$ 547.20	\$ 547.20	\$ 1,641.60
City of Berkeley	Alameda	7/1/2021	\$ 27.30	\$ 43.66	\$ 87.28	\$ 130.87	\$ 173.77	\$ 489.63	\$ 480.92	\$ 1,428.48
City of Dublin	Alameda	7/1/2019	N / A	\$ 28.82	\$ 52.95	\$ 77.07	\$ 139.86	\$ 489.18	\$ 419.58	\$ 1,328.34
City of Emeryville	Alameda	1/1/2021	\$ 13.43	\$ 22.23	\$ 44.46	\$ 66.67	\$ 132.39	\$ 397.17	\$ 397.17	\$ 1,191.51
City of Fremont	Alameda	1/1/2020	\$ 38.94	\$ 39.72	\$ 43.33	\$ 62.64	\$ 108.92	N / A	\$ 244.85	N / A
City of Livermore	Alameda	7/1/2021	\$ 29.94	\$ 39.63	\$ 59.36	\$ 59.93	\$ 119.07	\$ 371.48	\$ 357.20	\$ 1,138.04
City of Newark	Alameda	1/1/2021	\$ 32.08	\$ 35.65	\$ 63.15	\$ 90.63	\$ 144.48	\$ 450.78	\$ 382.24	\$ 1,042.40
City of Oakland	Alameda	7/1/2021	\$ 46.13	\$ 52.36	\$ 92.29	\$ 138.62	\$ 255.26	\$ 765.71	\$ 607.89	\$ 1,823.59
City of Piedmont	Alameda	7/1/2021	\$ 87.98	\$ 93.23	\$ 128.43	\$ 143.82	N / A	N / A	N / A	N / A
City of Pleasanton	Alameda	7/1/2021	N / A	\$ 27.58	N / A	\$ 48.12	\$ 123.49	\$ 392.01	\$ 370.45	\$ 1,154.44
City of San Leandro	Alameda	7/1/2021	\$ 27.29	\$ 34.00	\$ 56.59	\$ 79.16	\$ 149.07	\$ 450.70	\$ 450.70	\$ 1,352.09
City of Union City	Alameda	7/1/2021	\$ 31.95	\$ 39.95	\$ 79.96	\$ 119.90	\$ 165.98	\$ 458.43	\$ 434.94	\$ 1,185.35
Castro Valley Sanitary District	Alameda	7/1/2021	\$ 32.42	\$ 51.26	\$ 87.29	\$ 124.30	\$ 213.68	\$ 641.18	\$ 519.67	\$ 1,371.06
Oro Loma Sanitary District (L1)	Alameda	9/1/2021	N / A	\$ 23.15	\$ 46.65	\$ 69.95	\$ 130.61	\$ 339.49	\$ 347.89	\$ 974.53
Oro Loma Sanitary District (L2)	Alameda	9/1/2020	N / A	\$ 23.15	\$ 46.65	\$ 69.95	\$ 130.61	\$ 339.49	\$ 347.89	\$ 974.53
Oro Loma Sanitary District (L3)	Alameda	9/1/2021	N / A	\$ 26.98	\$ 53.97	\$ 80.69	\$ 151.12	\$ 392.82	\$ 402.55	\$ 1,127.65
City of Richmond	Contra Costa	1/1/2021	\$ 35.23	\$ 43.02	\$ 81.41	\$ 120.93	\$ 286.41	\$ 729.43	\$ 657.93	\$ 1,806.87
City of San Pablo	Contra Costa	1/1/2021	\$ 28.37	\$ 35.06	\$ 67.87	\$ 101.73	\$ 267.92	\$ 681.68	\$ 624.96	\$ 1,717.79
City of El Cerrito	Contra Costa	1/1/2021	\$ 45.60	\$ 59.77	\$ 118.70	N / A	\$ 402.70	\$ 1,143.87	N / A	N / A
City of Hercules	Contra Costa	1/1/2021	\$ 35.10	\$ 41.67	\$ 73.61	\$ 106.56	\$ 299.79	\$ 756.87	\$ 690.14	\$ 1,887.27
City of Pinole	Contra Costa	1/1/2020	\$ 31.11	\$ 37.21	\$ 66.28	\$ 96.29	\$ 285.04	\$ 727.45	\$ 668.00	\$ 1,839.38
Unincorporated West Contra Costa	Contra Costa	1/1/2020	\$ 29.83	\$ 36.60	\$ 70.06	\$ 104.37	\$ 254.38	\$ 645.29	\$ 579.12	\$ 1,585.36
City of Belvedere	Marin	7/1/2021	\$ 51.06	\$ 63.10	\$ 107.06	\$ 151.03	\$ 270.81	\$ 748.15	N / A	N / A
Novato Sanitary District	Marin	7/1/2021	\$ 14.94	\$ 23.90	\$ 47.76	\$ 71.67	N / A	N / A	\$ 311.34	\$ 772.52
West Marin ¹	Marin	7/1/2021	\$ 28.66	\$ 43.47	\$ 81.52	\$ 130.31	\$ 330.74	\$ 645.37	\$ 496.12	\$ 1,125.39
City of Sausalito	Marin	7/1/2021	N / A	\$ 47.75	\$ 95.50	\$ 143.25	\$ 220.78	N / A	\$ 662.35	N / A
Tamalpais Com. Service Dist. ¹	Marin	7/1/2021	N / A	\$ 71.02	\$ 107.22	\$ 145.47	\$ 470.49	\$ 1,411.48	N / A	N / A
Town of Tiburon	Marin	7/1/2021	\$ 52.97	\$ 60.09	\$ 101.26	\$ 152.43	\$ 248.32	\$ 677.47	N / A	N / A
Town of Corte Madera	Marin	7/1/2021	\$ 38.15	\$ 44.88	\$ 82.04	\$ 119.20	\$ 179.81	\$ 485.29	N / A	N / A
City of Mill Valley	Marin	7/1/2021	\$ 50.09	\$ 55.24	\$ 92.24	\$ 129.16	\$ 232.94	\$ 626.82	N / A	N / A
Town of Fairfax	Marin	1/1/2022	\$ 37.81	\$ 45.32	\$ 90.67	\$ 135.99	\$ 266.52	\$ 631.27	\$ 624.82	\$ 1,635.54
Town of San Anselmo	Marin	1/1/2022	\$ 39.24	\$ 51.28	\$ 102.64	\$ 153.96	\$ 292.16	\$ 876.43	\$ 841.58	\$ 2,524.91
City of San Rafael	Marin	1/1/2022	\$ 39.77	\$ 46.79	\$ 93.58	\$ 140.37	\$ 302.00	\$ 923.41	\$ 577.97	\$ 1,640.58
Las Gallinas Valley Sanitary District	Marin	1/1/2022	\$ 35.18	\$ 41.38	\$ 82.77	\$ 124.15	\$ 296.25	\$ 889.49	\$ 599.44	\$ 1,673.07
City of Larkspur	Marin	1/1/2022	\$ 43.59	\$ 51.25	\$ 102.50	\$ 153.75	\$ 325.43	\$ 975.94	\$ 653.53	\$ 1,713.64
Town of Ross	Marin	1/1/2022	\$ 36.90	\$ 43.43	\$ 86.86	\$ 130.29	\$ 217.54	\$ 376.80	\$ 557.57	\$ 1,672.55
County of Marin	Marin	1/1/2022	\$ 31.54	\$ 51.53	\$ 105.56	\$ 163.47	\$ 372.26	\$ 1,116.93	\$ 595.89	\$ 1,787.68
City of Campbell ¹	Santa Clara	7/1/2021	\$ 30.25	\$ 37.41	\$ 67.72	\$ 98.04	\$ 172.62	\$ 522.81	\$ 345.24	\$ 1,045.62
City of Cupertino ¹	Santa Clara	2/1/2021	\$ 28.50	\$ 30.50	\$ 58.71	\$ 86.91	\$ 180.23	\$ 540.74	\$ 288.39	\$ 865.15
City of Los Altos	Santa Clara	7/1/2021	\$ 39.13	\$ 42.15	\$ 84.28	\$ 126.45	\$ 165.35	\$ 496.08	\$ 196.07	\$ 1,488.27
City of Milpitas	Santa Clara	1/1/2021	\$ 34.08	\$ 37.04	\$ 43.56	\$ 50.05	\$ 122.91	\$ 302.68	\$ 279.14	\$ 790.21
City of Monte Sereno ¹	Santa Clara	7/1/2021	\$ 33.76	\$ 41.92	\$ 76.48	\$ 111.03	\$ 229.53	\$ 695.28	\$ 459.06	\$ 1,390.55
City of Mountain View	Santa Clara	7/1/2021	\$ 25.45	\$ 37.10	\$ 74.20	\$ 111.30	\$ 113.50	\$ 385.35	\$ 339.80	\$ 1,064.90
City of Palo Alto	Santa Clara	7/1/2017	\$ 27.81	\$ 50.07	\$ 100.15	\$ 150.22	\$ 219.49	\$ 590.31	\$ 504.40	\$ 1,455.48
City of San Jose	Santa Clara	7/1/2021	N / A	\$ 54.77	\$ 91.54	\$ 137.31	\$ 166.51	\$ 476.84	\$ 232.57	\$ 665.12
City of Santa Clara	Santa Clara	7/1/2021	\$ 38.85	\$ 38.85	\$ 48.54	N / A	\$ 149.93	\$ 442.56	\$ 389.02	\$ 1,137.97
City of Sunnyvale	Santa Clara	7/1/2020	N / A	\$ 37.36	\$ 41.47	\$ 46.67	\$ 179.73	\$ 504.63	\$ 446.54	\$ 1,301.57
City of Saratoga ¹	Santa Clara	7/1/2021	\$ 32.48	\$ 40.26	\$ 73.20	\$ 106.14	\$ 245.22	\$ 743.12	\$ 490.44	\$ 1,486.23
Town of Los Altos Hills	Santa Clara	7/1/2020	\$ 34.33	\$ 47.85	\$ 95.74	\$ 143.57	\$ 117.61	\$ 184.05	\$ 247.70	\$ 430.39
Town of Los Gatos ¹	Santa Clara	7/1/2021	\$ 32.23	\$ 40.11	\$ 73.07	\$ 106.03	\$ 214.01	\$ 648.33	\$ 428.02	\$ 1,296.66
Marin Sanitary Service Agencies Average			\$ 37.72	\$ 47.28	\$ 94.94	\$ 143.14	\$ 296.02	\$ 827.18	\$ 635.83	\$ 1,806.85
Marin County Average without MSS			\$ 39.31	\$ 51.18	\$ 89.33	\$ 130.32	\$ 279.13	\$ 765.76	\$ 489.94	\$ 948.96
Marin County - All			\$ 38.45	\$ 49.36	\$ 91.95	\$ 136.30	\$ 287.58	\$ 798.83	\$ 592.06	\$ 1,616.21
All City Average			\$ 35.87	\$ 43.17	\$ 77.64	\$ 110.76	\$ 216.18	\$ 605.89	\$ 468.58	\$ 1,324.74

¹ 1 CY not available, reflected here for 1.5 CY

**BOARD OF DIRECTORS OF THE
LAS GALLINAS VALLEY SANITARY DISTRICT**

ORDINANCE NO. 188

AN ORDINANCE AMENDING CHAPTER 1, AN ORDINANCE REGULATING SOLID WASTE, RECYCLABLE AND ORGANIC MATERIALS, AND THE COLLECTION, REMOVAL AND DISPOSAL THEREOF, TITLE 4 – GARBAGE SERVICE, AS AMENDED, OF THE ORDINANCE CODE OF THE LAS GALLINAS VALLEY SANITARY DISTRICT.

The Board of Directors of the Las Gallinas Valley Sanitary District, Marin County, California, does ordain as follows:

Appendix A of Title 4, Chapter 1 of the Las Gallinas Valley Sanitary District Ordinance Code is amended to read as follows:

**LAS GALLINAS VALLEY SANITARY DISTRICT
EXHIBIT C - SCHEDULE OF RATES**

RESIDENTIAL REFUSE COLLECTION RATES			
Rate increase:		0.64%	
Effective date:		01/01/2022	
<i>Residential Service (Bundled service includes 1 landfill (garbage) cart, 1 organics cart, & 1 recycling split cart)</i>			
REOCCURRING CHARGES	Weekly Service Rates (Billed Quarterly)	2022 Flat rate	
		Monthly Rate	Quarterly Rate
	20 gallon cart	\$35.18	\$105.54
	32 gallon cart	\$41.38	\$124.14
	64 gallon cart	\$82.76	\$248.28
	96 gallon cart	\$124.14	\$372.42
	Low income - 20 gal* cart	\$28.14	\$84.42
	Low income - 32 gal* cart	\$33.10	\$99.30
	Low income - 64 gal* cart	\$66.21	\$198.63
	Low income - 96 gal* cart	\$99.31	\$297.93
	Additional Organics Cart Rental (35 or 64 gallon cart)	\$2.44	\$7.32
	Additional Split Cart Rental (64 or 96 gallon cart)	\$2.44	\$7.32
	Additional Monthly Charges	Monthly Fee	Quarterly Fee
		(per cart, each way)	
	Distance 5' - 50'	\$5.68	\$17.04
Distance Over 50'	\$7.31	\$21.93	

*Must meet PG&E CARE program eligibility requirements.

NOTE: We may not be able to accommodate any collection requests NOT at the curb due to a variety of factors including safety, accessibility, and efficiency. Requests to be assessed and approved by Route Manager.

ONE TIME SERVICE FEES	Additional Service Fees per Occurrence	Fee
	Return Fees - Off day	\$25.00
	Return Fees - Same day	\$10.00
	Resume Service/Late Fee	\$35.00
	Contamination (cart) any size cart	\$30.00
	Overload/Overweight (cart)	\$25.00
	Extra bag garbage	\$15.00
	Extra bag yard waste	\$10.00
	Steam Clean (cart)	\$15.00
	Special Collection	\$35.00
	Special Handling (Bulky items)	\$30.00
	Bulky item fees per item	Fees Vary
	Cart Strap Set-up Admin Fee	\$25.00
	20 Gal Cart Replacement Fee	\$55.00
	32 Gal Cart Replacement Fee	\$60.00
64 Gal Cart Replacement Fee	\$65.00	
96 Gal Cart Replacement Fee	\$75.00	
64 Gal Split Cart Replacement Fee	\$90.00	
96 Gal Split Cart Replacement Fee	\$100.00	

**LAS GALLINAS VALLEY SANITARY DISTRICT
EXHIBIT C - SCHEDULE OF RATES**

COMMERCIAL REFUSE COLLECTION RATES

Rate Increase: 0.64%
Effective date: 01/01/2022

RECURRING CHARGES	COMMERCIAL CARTS, BINS, ROLL-OFFS		Collections per Week				Additional One Time Empty
	1	2	3	4	5	6	
Garbage							
20 gallon cart*	\$35.98	\$71.96	\$107.94	\$143.92	\$179.90	\$215.88	\$8.30
32 gallon cart	\$42.32	\$84.64	\$126.96	\$169.28	\$211.60	\$253.92	\$9.77
64 gallon cart	\$84.64	\$169.28	\$253.92	\$338.56	\$423.20	\$507.84	\$19.53
96 gallon cart	\$126.96	\$253.92	\$380.88	\$507.84	\$634.80	\$761.76	\$29.30
1 yard bin	\$296.25	\$593.23	\$889.49	\$1,185.74	\$1,482.64	\$1,778.83	\$68.37
2 yard bin	\$447.85	\$864.73	\$1,281.29	\$1,697.80	\$2,114.68	\$2,531.20	\$103.35
3 yard bin	\$599.44	\$1,136.22	\$1,673.07	\$2,209.86	\$2,746.70	\$3,283.55	\$138.33
4 yard bin	\$791.47	\$1,551.55	\$2,311.80	\$3,071.81	\$3,831.92	\$4,592.27	\$182.65
5 yard bin	\$983.51	\$1,966.90	\$2,950.54	\$3,933.78	\$4,917.16	\$5,901.03	\$226.96
6 yard bin	\$1,138.94	\$2,158.83	\$3,178.84	\$4,198.73	\$5,218.74	\$6,238.75	\$262.83
10 yard roll-off	\$1,809.50	\$3,431.24	\$5,052.60	\$6,674.13	\$8,295.99	\$9,917.45	\$417.58
18 yard roll-off	\$2,969.61	\$5,564.59	\$8,159.49	\$10,754.53	\$13,349.71	\$15,944.62	\$685.29
20 yard roll-off	\$3,619.00	\$6,862.47	\$10,105.20	\$13,348.26	\$16,591.97	\$19,834.90	\$835.15
25 yard roll-off	\$4,523.76	\$8,578.10	\$12,631.50	\$16,685.33	\$20,739.96	\$24,793.63	\$1,043.94
Organics (F2E or Compost)							
32 gallon	\$19.99	\$39.98	\$59.97	\$79.96	\$99.95	\$119.94	\$4.61
64 gallon	\$39.98	\$79.96	\$119.94	\$159.92	\$199.90	\$239.88	\$9.23
1 yard	\$139.87	\$279.74	\$419.61	\$559.48	\$699.35	\$839.22	\$32.28
2 yard	\$279.74	\$559.48	\$839.22	\$1,118.96	\$1,398.70	\$1,678.44	\$64.56
3 yard	\$419.61	\$839.22	\$1,258.83	\$1,678.44	\$2,098.05	\$2,517.66	\$96.83
10 yard roll-off	\$1,266.65	\$2,533.30	\$3,799.95	\$5,066.60	\$6,333.25	\$7,599.90	\$292.30
18 yard roll-off	\$2,279.97	\$4,559.94	\$6,839.91	\$9,119.88	\$11,399.85	\$13,679.82	\$526.15
20 yard roll-off	\$2,533.30	\$5,066.60	\$7,599.90	\$10,133.20	\$12,666.50	\$15,199.80	\$584.61
25 yard roll-off	\$3,166.63	\$6,333.26	\$9,499.89	\$12,666.52	\$15,833.15	\$18,999.78	\$730.76
Garbage Compactors (Per empty)							
Roll-off Compactor Tipping fee per ton		\$143.61		Roll-off Compactor Hauling charge			\$291.69
Stationary FL (Per Compacted Yard)		\$121.64		Roll-off Compactor Special handling			Rates Vary
Other Charges	Service	Fee		Details			
	Lock	\$25.00		Monthly fee			
	Box rental	Fees Vary		Minimum Bimonthly fee			
	Distance < 50ft	\$5.68		Monthly fee per cart, each way			
	Distance > 50ft	\$7.29		Monthly fee per cart, each way			

* Customers must have a sufficient level of service for the volume of material generated. Requests for 20gal carts require assessment and approval of a Route Manager.
NOTE: All container types and sizes may not be available at all locations depending on a variety of factors including safety, accessibility, and efficiency. Requests to be assessed and approved by Route Manager.

ONE TIME SERVICE FEES	Commercial Service Fees	
		Fee
	Return Fee - BIN	\$75.00
	Return Fee - CART -same day	\$10.00
	Return Fee - CART -off day	\$25.00
	Late Fee/Resume Service Fee	\$35.00
	Contamination (BIN)	\$50.00
	Contamination (CART)	\$30.00
	Overload/Compaction (BIN)	\$60.00
	Overload/Compaction (CART)	\$25.00
	Extra Bag Garbage	\$15.00
	Additional Empty BIN	Fees vary
	Extra Bag Yard Waste	\$15.00
	Steam Clean (1-6 yard BIN)	\$95.00
	Steam Clean (CART)	\$15.00
	Steam Clean (COMPACTOR/ROLL-OFF)	\$225.00
	Lock Set-up Admin Fee	\$25.00
	Lock Single Use Fee	\$5.00
	Lock Purchase Fee	\$20.00
	Lock Bar Bin Set-up Fee	\$75.00
	Overweight Charge Per Ton*	\$205.00
	20 Gal Cart Replacement Fee	\$55.00
	32 Gal Cart Replacement Fee	\$60.00
	64 Gal Cart Replacement Fee	\$65.00
	96 Gal Cart Replacement Fee	\$75.00
	64 Gal Split Cart Replacement Fee	\$90.00
	96 Gal Split Cart Replacement Fee	\$100.00
	Bin Repair/Replacement Fee**	Fees vary

*Boxes exceeding 300lbs/yard
**Fees vary by size up to \$1,200, not to exceed current replacement value.

LAS GALLINAS VALLEY SANITARY DISTRICT

EXHIBIT C - SCHEDULE OF RATES

MULTI-FAMILY DWELLING REFUSE COLLECTION RATES

Rate Increase: 0.64%

Effective date: 01/01/2022

RECURRING CHARGES	MFD CARTS, BINS, ROLL-OFFS		Collections per Week						Additional One Time Empty
	Garbage	1	2	3	4	5	6		
20 gallon cart*	\$35.17	\$70.34	\$105.51	\$140.68	\$175.85	\$211.02	\$8.12		
32 gallon cart	\$41.38	\$82.76	\$124.14	\$165.52	\$206.90	\$248.28	\$9.55		
64 gallon cart	\$82.76	\$165.52	\$248.28	\$331.04	\$413.80	\$496.56	\$19.10		
96 gallon cart	\$124.14	\$248.28	\$372.42	\$496.56	\$620.70	\$744.84	\$28.65		
1 yard bin	\$273.62	\$474.04	\$674.40	\$874.81	\$1,075.23	\$1,275.67	\$63.14		
2 yard bin	\$447.85	\$864.73	\$1,281.29	\$1,697.80	\$2,114.68	\$2,531.20	\$103.35		
3 yard bin	\$599.44	\$1,136.22	\$1,673.07	\$2,209.86	\$2,746.63	\$3,283.40	\$138.33		
4 yard bin	\$791.47	\$1,551.55	\$2,311.80	\$3,071.81	\$3,831.92	\$4,592.27	\$182.65		
5 yard bin	\$983.51	\$1,966.90	\$2,950.54	\$3,933.78	\$4,917.16	\$5,901.03	\$226.96		
6 yard bin	\$1,138.94	\$2,158.83	\$3,178.84	\$4,198.73	\$5,218.74	\$6,238.75	\$262.83		
10 yard roll-off	\$1,809.50	\$3,431.24	\$5,052.60	\$6,674.13	\$8,295.99	\$9,917.45	\$417.58		
18 yard roll-off	\$2,969.61	\$5,564.59	\$8,159.49	\$10,754.53	\$13,349.71	\$15,944.62	\$685.29		
20 yard roll-off	\$3,619.00	\$6,862.47	\$10,105.20	\$13,348.26	\$16,591.97	\$19,834.90	\$835.15		
25 yard roll-off	\$4,523.76	\$8,578.10	\$12,631.50	\$16,685.33	\$20,739.96	\$24,793.63	\$1,043.94		
Organics	1	2	3	4	5	6	Additional One Time Empty		
Additional Organics Cart Rental (35 gallon cart) after 4 TOTAL carts per cart per month	\$2.44	\$4.88	\$7.32	\$9.76	\$12.20	\$14.64	NA		
Additional Organics Cart Rental (64 gallon cart) after 4 TOTAL carts per cart per month	\$2.44	\$4.88	\$7.32	\$9.76	\$12.20	\$14.64	NA		
1 yard	\$139.87	\$279.74	\$419.61	\$559.48	\$699.35	\$839.22	\$32.28		
2 yard	\$279.74	\$559.48	\$839.22	\$1,118.96	\$1,398.70	\$1,678.44	\$64.56		
3 yard	\$419.61	\$839.22	\$1,258.83	\$1,678.44	\$2,098.05	\$2,517.66	\$96.83		
Garbage Compactors (Per empty)									
Roll-off Compactor Tipping fee per ton	\$143.61		Roll-off Compactor Hauling charge		\$291.69				
Stationary FL (Per Compacted Yard)	\$121.64		Roll-off Compactor Special handling		Rates Vary				
Other Charges	Service	Fee		Details					
	Lock	\$25.00		Monthly fee					
	Box rental	Fees Vary		Minimum Bimonthly fee					
	Distance < 50ft	\$5.68		Monthly fee per cart, each way					
	Distance > 50ft	\$7.29		Monthly fee per cart, each way					

NOTE: Minimum service level is 32 gallons per unit or equivalent volume. Decrease to 20 gallon per unit is subject to company review and approval.

NOTE: Up to four (4) Organics carts provided at no additional charge. Additional carts may be rented for a nominal monthly fee.

NOTE: All container types and sizes may not be available depending on a variety of factors including safety, accessibility, and efficiency. Requests to be assessed and approved by Route Manager.

ONE TIME SERVICE FEES	MFD One Time Service Fees	Fee
		Return Fee - BIN
	Return Fee - CART -same day	\$10.00
	Return Fee - CART -off day	\$25.00
	Late Fee/Resume Service Fee	\$35.00
	Contamination (BIN) Per Yard	\$50.00
	Contamination (CART)	\$30.00
	Overload/Compaction (BIN)	\$60.00
	Overload/Compaction (CART)	\$25.00
	Additional Empty Bag	\$15.00
	Extra Bag Yard Waste	\$10.00
	Additional Empty Garbage	Fees vary
	Steam Clean (BIN)	\$95.00
	Steam Clean (CART)	\$15.00
	Steam Clean (COMPACTOR/ROLL-OFF)	\$225.00
	Lock Set-up Admin Fee	\$25.00
	Lock Single Use Fee	\$5.00
	Lock Purchase Fee	\$20.00
	Lock Bar Bin Set-up Fee	\$75.00
	Overweight Charge Per Ton*	\$205.00
	20 Gal Cart Replacement Fee	\$55.00
	32 Gal Cart Replacement Fee	\$60.00
	64 Gal Cart Replacement Fee	\$65.00
	96 Gal Cart Replacement Fee	\$75.00
	64 Gal Split Cart Replacement Fee	\$90.00
	96 Gal Split Cart Replacement Fee	\$100.00
	Bin Repair/Replacement Fee**	Fees vary by size up to

*Boxes exceeding 300lbs/yard

**Fees vary by size not to exceed current replacement value.

All other ordinances and parts of ordinances inconsistent herewith are hereby repealed.

I hereby certify that the foregoing is full, true, and correct copy of the Ordinance duly and regularly passed and adopted by the Sanitary Board of the Las Gallinas Valley Sanitary District of Marin County, California, at a meeting hereof held on December 16, 2021, by the following vote of members thereof:

AYES:

NOES:

ABSTAIN:

ABSENT:


Teresa Lerch, District Secretary
Las Gallinas Valley Sanitary District

APPROVED:

Crystal Yezman, President
Las Gallinas Valley Sanitary District

(seal)

Agenda Summary Report

To: Board of Directors
From: Dale McDonald, Administrative Services Manager 
(415) 526-1519 dmcDonald@lgvSD.org
Meeting Date: December 2, 2021
Re: Management and Unrepresented Employee Contract Modifications Continued
Item Type: Consent Action Information Other
Standard Contract: Yes No (See attached) Not Applicable

STAFF RECOMMENDATION

The Board is being asked to decide on contract modifications for expiring management and unrepresented employee contracts. Staff is recommending the Board receive this report addressing questions raised last month and if satisfied with the information provided consider the following actions:

1. Approve the modified Employment Agreement for Administrative/Financial Specialist Schultz, an unrepresented confidential employee position, as presented, and authorize the Board President to execute the agreements.
2. Approve the modified Employment Agreement for Administrative Services Manager McDonald, as presented, and authorize the Board President to execute the agreements.
3. Approve the modified Employment Agreement for Collections/Safety/Maintenance Manager Pease, as presented, and authorize the Board President to execute the agreements.
4. Approve the modified Employment Agreement for District Engineer Cortez, as presented, and authorize the Board President to execute the agreements.
5. Approve the modified Employment Agreement for Plant Manager Liebmann, as presented, and authorize the Board President to execute the agreement.

The Board can choose to approve all contracts as presented, take action only on select contract recommendations, or defer action.

Absent action by the Board, management respectfully asks the Board to provide specific counteroffers to the proposed modifications so that employees can weigh their options in a timely manner and respond before employment agreements expire on December 31, 2021.



BACKGROUND

In September 2020, Koff & Associates conducted a comprehensive total compensation study for the District ("LGVSD"). One of the goals of the study was to assist LGVSD in developing a competitive pay and benefit plan for its employees based upon market data.

Managers began contract discussions in earnest starting on September 8 with both group and individual follow-up meetings with the Administrative Services Manager and General Manager occurring through September. All parties came to a unified agreement on the terms to be proposed based on the same terms agreed to in the Memorandum of Understanding between the District and Operating Engineers Local No. 3.

The Board discussed the contracts on November 4. Individual Board members requested additional information be brought back to the Board to help with the decision on terms presented. Staff was asked to:

1. Provide information on longevity and examine whether the longevity benefit provided by the District should be factored into the total compensation package when looking at comparative agency salary data. A question was raised on whether longevity should be eliminated, and as a trade-off, increase the base salary steps 1-5 accordingly.
2. Consider drawing a line between long-term employees who may have been underpaid for quite some time vs. newer employees who accepted contracts more recently.
3. Look into the trend of rising Consumer Price Indexes (CPI) and Cost of Living Adjustments (COLA) and what impact it might have on the District.
4. Provide red-line version of contracts to be considered.

Longevity Review

The current longevity program was established in 2014 for management employees as a benefit to offset the loss of the CalPERS Employer Paid Member Contributions (EPMC) benefit that terminated January 2015. Management employees affected by this CalPERS ruling were Collections/Safety/Maintenance Manager Pease, District Engineer Cortez, and Plant Manager Liebmann.

Administrative/Financial Specialist Schultz and Administrative Services Manager McDonald were hired more recently and were not affected by the loss of the EPMC benefit. Both of their current contracts contain longevity as a benefit.

A review of the *Additional Benefits Appendix III* in the *Koff & Associates Total Compensation Report* dated March 16, 2021 showed that only one of the seven comparator agencies, Ross Valley Sanitary District, offered longevity pay to its union members hired prior to April 2016 equal



to 5% over base salary after 10 years of service and 7.5% over base salary after 15 years of service. LGVSD currently provides 5% after 7 years and 3% after 10 years for the majority of its employees, and an additional 2% after 15 years for its management employees.

The Koff & Associates Compensation Study was used to develop market rate adjustments for the department managers and Administrative/Financial Specialist positions using *Total Compensation %* as the basis for increases to the pay schedules. The top base pay-step of comparator agencies excluded benefits such as certification and longevity.

If longevity were eliminated as a separate benefit and combined with base salary, it would be more accurate to use *Top Monthly % (Salary)* rather than *Total Compensation %* as the key factor in calculating market rate adjustments for employees. In addition the District would have to negotiate a buy-out with employees for the loss of this benefit. See *Table 1a. below*.

Table 1a. Market Compensation Results Summary December 2020

Classification Title	# of Matches	Top Monthly % Above or Below	Total Compensation % Above or Below
Administrative/Financial Specialist	3	-7.90%	-5.70%
Administrative Services Manager	3	-22.80%	-17.60%
Collection System/Maintenance/Safety Manager	3	-19.50%	-10.00%
District Engineer	4	-1.50%	-1.00%
Plant Manager	4	-15.80%	-14.90%

Recommendations:

Management recommends retaining the existing longevity program for employees hired prior to 2016 in recognition of the commitments made by the District to our long-term employees. As longevity is reportable as special CalPERS-able compensation there is no financial benefit to the District to reallocate this benefit into the base salary steps 1-5. Eliminating the longevity and combining it into the 5-step pay schedule would further increase the gap between the lowest management step and highest represented subordinate employee step.

Administrative/Financial Specialist Schultz and Administrative Services Manager McDonald are willing to eliminate longevity from their previously proposed terms. As newer employees they were not impacted by the loss of the EPMC benefit in 2015.



Rising Consumer Price Index

Inflationary factors have resulted in the Consumer Price Index, San Francisco All Urban Consumers Area (CPI-U), as of October 2021 rising 0.7% over the past two months and up 3.8% from a year ago. The current contracts for District Engineer Cortez, and Plant Manager Liebmann entitle these employees to a COLA increase based on the CPI-U, San Francisco, April to April, with a minimum of 1% and maximum of 3.25% increase.

The increase from April 2020 to April 2021 was 3.8% therefore a COLA increase of 3.25% would be due to these management employees effective July 1, 2021 unless a different modified contract retroactive back to July 1, 2021 is executed.

Current employee contracts for Administrative/Financial Specialist Schultz, Administrative Services Manager McDonald, and Collections/Safety/Maintenance Manager Pease entitles these employees to a COLA increase but language in the current contracts does not address increases after July 1, 2021.

Updated Market Compensation Data from Koff & Associates

In November 2021, additional data was gathered by Koff & Associates with the purpose of identifying salary increases (*CPI, COLA, and/or market rate adjustments*) year-over-year for the management and unrepresented positions being studied. The percentage change in salary between July 1, 2020 and July 1, 2021 ranged from 1.72% to 14.01% and varied from position and agency. All but one of the classifications saw average annual increases of 3% or higher. (See Appendix A - Market Compensation Data Revised November 2021)

Koff & Associates reported market calculations if there were at least three comparator agencies with a matching classification. According to Koff & Associates sufficient data was collected from the comparator agencies for the management and unrepresented classifications to determine fair market rate adjustment. Management believes the Board should continue to use the same comparable agencies for the development of market comparisons as previously agreed to by the Board and used for the OE3 negotiations. Any decision to expand the list of comparable agencies will result in pushing contract modifications into 2022 while awaiting results.

Recommendations:

Accepting the proposed modified employee contract terms for management and unrepresented employees would lock in the General Wage Increases at 2.5% effective July 1, 2021 and 2.75% effective July 1, 2022 which mirrors the represented staff increases. These COLAs are viewed by management as very mild relative to current CPI-U trends. Larger COLA increases could justifiably be brought up during extended negotiations if agreements on contract terms are not reached.



Summary of Proposed Modifications for Management/Unrepresented Employee Contracts

1. Contract terms for 2 years through June 30, 2023, retroactive to July 1, 2021.
2. Market Rate Adjustments setting base salary at or above market median as previously proposed, taking into consideration individual management positions as they relate to comparable agencies, as well as adjustments for internal compaction between LGVSD classifications. This is essentially the same as what was supported by the Board for OE3.
3. General Wage Increase to mirror the represented staff increases; effective July 1, 2021 an increase of 2.5% will apply. Effective July 1, 2022 an increase of 2.75% will apply.
4. Requirement of having to reside within 45 miles of workplace removed for employees who do not provide Stand-by coverage or respond to collection system or plant emergencies.
5. Add Veteran's Day holiday to the list of paid holidays bringing total to 11 days per year.
6. Incidental changes to dental coverage and boot reimbursement to match increases in MOU.
7. End the Multi-Certification Program for department managers and unrepresented employee. The Dual and Triple Certification listed as individual steps in the current salary schedule is currently valued at 10.25% of base salary. In recognition of the benefit being given up, the base salary scale for existing department managers and unrepresented employee is proposed to be increased by 7.69%.
8. No change to longevity program for managers hired before 2016; it would remain "as-is" with 5% after 7 years, 3% after 10 years, and an additional 2% after 15 years for its management employees. The longevity program for the Administrative / Finance Specialist and Administrative Services Manager would be eliminated.

Additional Contract Modifications Unique to Individual Employees

1. The Emergency Response Stipend for Collection System and Plant Managers is proposed to increase from \$250 to \$300 per month to match the stipend benefit received by OE3 represented Stand-by Emergency Response employees.
2. The Administrative/Financial Specialist is requesting 5 days of annual leave, either as floating holidays or 40 hours of administrative leave, in recognition of being unrepresented and willing to remove the longevity benefit from contract.

A draft *Salary Schedule* for management and unrepresented classifications based on the above terms is shown on the following page. Highlighted boxes represent the proposed employee monthly salary, including a 2.5% General Wage Increase, to be effective July 1, 2021. The *Salary Schedule* will be considered by Resolution at a future Board meeting if terms and agreements are approved by the Board.



Proposed Salary Schedule Effective July 1, 2021 - Management & Unpresented

Classification Title	Monthly Salary								
	Step 1	Step 2	Step 3	Step 4	Step 5	Longevity 5% After 6th Year	Longevity 3% After 10th Year	Longevity 2% After 15th Year	
Administrative/Financial Specialist	8,126	8,532	8,959	9,407	9,877	N/A	N/A	N/A	
Administrative Services Manager	14,339	15,056	15,809	16,600	17,429	N/A	N/A	N/A	
Collection System/Maintenance/Safety	13,990	14,689	15,423	16,195	17,004	17,855	18,390	18,758	
District Engineer	14,698	15,433	16,204	17,014	17,865	18,758	19,321	19,708	
Plant Manager	14,339	15,056	15,809	16,600	17,429	18,301	18,850	19,227	

Red-line Contract Modifications

New Employment Agreements have been drafted based on the above terms and recommendations and are attached for Board consideration as Appendixes B through F. If approved, the Board President can execute the agreements with the department managers and unpresented employee.

If no agreement is reached by the Board on contract modifications, management requests that the Board:

1. Appoint a Labor Negotiator to be its designated representative to facilitate continued negotiations with its managers and unpresented employee.
2. Authorize staff to draft new extension of employment agreements. Give direction on what would be acceptable terms for inclusion into the extension agreement. Extensions would have to be brought back and adopted by the Board on December 16, 2021. Failure by the Board to address retroactive payments described in the previous Extension of Employment Agreements this calendar year will have adverse tax impacts for all unpresented employees.

PREVIOUS BOARD ACTION

On June 17, 2021, the Board approved the Extension of Employment Agreements for management and unrepresented employees through December 31, 2021.

On August 19, 2021, the Board approved entering into Memorandum of Understanding (MOU) between the District and OE3 and by Resolution No. 2021-2225 adopted the Pay Schedule for represented employees effective the first pay period that encompassed July 1, 2021.

On October 21, 2021, the Board tabled the agenda item on the management and unrepresented employee contract terms and approvals with no discussion occurring.

On November 4, 2021, the Board considered the item again and directed staff to gather more information on longevity pay among other questions.



ENVIRONMENTAL REVIEW

N/A

FISCAL IMPACT

The proposal is fiscally sound, meets the needs of the District with regards to retention of qualified staff via market comparisons, and is generally consistent with the terms agreed to between OE3 and the District. The cost to implement the market rate adjustments and other changes to management and unrepresented contract agreements is \$67,882 in the 1st year and estimated at \$71,161 in the 2nd year. This represents a 13.58% average increase over prior year payroll expenses for these positions and includes the annual wage increase effective July 1, 2021. The total budgeted wages for all employees for fiscal year 2021-22 is \$4,518,950.

The table below shows the breakdown in additional costs for fiscal year 2021-22 and fiscal year 2022-23 if agreements are approved as presented.

<u>Total 2-Year Term</u>	<u>1st Year Mgmt</u>	<u>2nd Year</u>
	<u>Addtl' Cost Est.</u>	<u>Mgmt Addtl' Cost Est.</u>
Equity Adj. plus annual wage increases	\$ 114,044	\$ 117,180
Emergency Response Stipend \$300 for Ops	\$ 7,200	\$ 7,200
Dual Triple Cert - elimination	\$ (56,500)	\$ (56,500)
Add Veteran's Day Holiday	\$ 414	\$ 435
Administrative Leave for Unrepresented	\$ 2,067	\$ 2,171
Increase dental coverage to \$3,000	\$ 615	\$ 633
Increase boot reimbursement to \$300	\$ 42	\$ 42
	<u>\$ 67,882</u>	<u>\$ 71,161</u>

Appendix:

- A. *Koff & Associates – Market Compensation Data Revised November 2021*
- B. *Employment Agreement – Administrative Financial Specialist Schultz*
- C. *Employment Agreement – Administrative Services Manager McDonald*
- D. *Employment Agreement – Collection System / Maintenance / Safety Manager Pease*
- E. *Employment Agreement – District Engineer Cortez*
- F. *Employment Agreement – Plant Manager Liebmann*

Appendix II
Las Gallinas Valley Sanitary District
Market Compensation Data - Top Monthly Salary
December 2020 - Revised November 2021

Administrative/Financial Specialist							
Rank	Comparator Agency	Classification Title	Top Monthly Salary	Effective Date	Top Monthly Salary	Effective Date	% Change
1	Ross Valley Sanitary District	Accountant II	\$ 9,169	7/1/2020	\$ 9,563	7/1/2021	4.30%
2	Central Marin Sanitation Agency ¹	[Personnel and Accounting Technician / Administrative Specialist II]	\$ 9,132	7/1/2020	\$ 9,289	7/1/2021	1.72%
3	Las Gallinas Valley Sanitary District	Administrative/Financial Specialist	\$ 8,465	7/1/2020	\$ 8,465	7/1/2020	
4	West County Wastewater District	Accounting Technician II	\$ 7,867	7/1/2020	\$ 8,680	7/1/2021	10.33%
5	Novato Sanitary District	N/C					
6	Sausalito-Marín City Sanitary District	N/C					
7	Sewerage Agency of Southern Marin	N/C					
8	Sanitation District No. 5 Marin County	N/C					

Summary Results	Top Monthly Salary	Top Monthly Salary
Average of Comparators	\$ 8,723	\$ 9,177
% Las Gallinas Valley Sanitary District Above/Below	-3.0%	-8.4%
Median of Comparators	\$ 9,132	\$ 9,289
% Las Gallinas Valley Sanitary District Above/Below	-7.9%	-9.7%
Number of Matches	3	3

N/C - Non Comparator

1 - Central Marin Sanitation Agency: Functional Match: This hybrid match represents that the duties of the class are performed by more than one class at the comparator agency. The salary displayed is the higher of the matches.

Appendix II
 Las Gallinas Valley Sanitary District
 Market Compensation Data - Top Monthly Salary
 December 2020 - Revised November 2021

Administrative Services Manager							
Rank	Comparator Agency	Classification Title	Top Monthly Salary	Salary Effective Date	Top Monthly Salary	Salary Effective Date	% Change
1	Central Marin Sanitation Agency	Administrative Services Manager	\$ 18,491	7/1/2020	\$ 18,810	7/1/2021	1.72%
2	West County Wastewater District	Administrative Services Department Manager	\$ 17,717	7/1/2020	\$ 18,248	7/1/2021	3.00%
3	Las Gallinas Valley Sanitary District	Administrative Services Manager	\$ 14,429	7/1/2020	\$ 14,429	7/1/2020	
4	Novato Sanitary District ¹	[Finance Officer / Administrative Services/Risk and Safety Officer]	\$ 13,815	7/1/2020	\$ 14,230	7/1/2021	3.00%
5	Ross Valley Sanitary District ²	N/C					
6	Sanitation District No. 5 Marin County	N/C					
7	Sausalito-Marín City Sanitary District	N/C					
8	Sewerage Agency of Southern Marin	N/C					

Summary Results	Top Monthly Salary	Top Monthly Salary
Average of Comparators	\$ 16,674	\$ 17,096
% Las Gallinas Valley Sanitary District Above/Below	-15.6%	-18.5%
Median of Comparators	\$ 17,717	\$ 18,248
% Las Gallinas Valley Sanitary District Above/Below	-22.8%	-26.5%
Number of Matches	3	3

N/C - Non Comparator

1 - Novato Sanitary District: Functional Match: This hybrid match represents that the duties of the class are performed by more than one class at the comparator agency. The salary displayed is the higher of the matches.

2 - Ross Valley Sanitary District: Finance and Business Services Manager/Assistant General Manager manages finance and administration and serves as Assistant General Manager.

Appendix II
 Las Gallinas Valley Sanitary District
 Market Compensation Data - Top Monthly Salary
 December 2020 - Revised November 2021

Collection System/Maintenance/Safety Manager							
Rank	Comparator Agency	Classification Title	Top Monthly Salary	Salary Effective Date	Top Monthly Salary	Salary Effective Date	% Change
1	Ross Valley Sanitary District	Operations and Maintenance Manager	\$ 15,628	7/1/2020	\$ 16,300	7/1/2021	4.30%
2	Novato Sanitary District	Field Services Manager	\$ 14,860	7/1/2020	\$ 15,306	7/1/2021	3.00%
3	West County Wastewater District	Collection System Supervisor	\$ 13,113	7/1/2020	\$ 14,950	7/1/2021	14.01%
4	Las Gallinas Valley Sanitary District	Collection System/Maintenance/Safety Manager	\$ 12,431	7/1/2020	\$ 12,431	7/1/2020	
5	Central Marin Sanitation Agency	N/C					
6	Sausalito-Marín City Sanitary District	N/C					
7	Sewerage Agency of Southern Marin	N/C					
8	Sanitation District No. 5 Marin County	N/C					

Summary Results	Top Monthly Salary	Top Monthly Salary
Average of Comparators	\$ 14,533	\$ 15,519
% Las Gallinas Valley Sanitary District Above/Below	-16.9%	-24.8%
Median of Comparators	\$ 14,860	\$ 15,306
% Las Gallinas Valley Sanitary District Above/Below	-19.5%	-23.1%
Number of Matches	3	3

N/C - Non Comparator

Appendix II
 Las Gallinas Valley Sanitary District
 Market Compensation Data - Top Monthly Salary
 December 2020 - Revised November 2021

District Engineer							
Rank	Comparator Agency	Classification Title	Top Monthly Salary	Salary Effective Date	Top Monthly Salary	Salary Effective Date	% Change
1	West County Wastewater District	Infrastructure and Planning Manager	\$ 18,373	7/1/2020	\$ 18,924	7/1/2021	3.00%
2	Central Marin Sanitation Agency ¹	[Technical Services Manager / Senior Engineer]	\$ 16,918	7/1/2020	\$ 17,209	7/1/2021	1.72%
3	Las Gallinas Valley Sanitary District	District Engineer	\$ 15,729	7/1/2020	\$ 15,729	7/1/2020	
4	Ross Valley Sanitary District	Senior Engineer	\$ 15,024	7/2/2020	\$ 15,670	7/1/2021	4.30%
5	Sausalito-Marín City Sanitary District	District Engineer	\$ 14,430	7/1/2020	\$ 14,938	7/1/2021	3.52%
6	Novato Sanitary District	N/C					
7	Sanitation District No. 5 Marin County	N/C					
8	Sewerage Agency of Southern Marin	N/C					

Summary Results		Top Monthly Salary	Top Monthly Salary
Average of Comparators		\$ 16,186	\$ 16,685
% Las Gallinas Valley Sanitary District Above/Below		-2.9%	-6.1%
Median of Comparators		\$ 15,971	\$ 16,440
% Las Gallinas Valley Sanitary District Above/Below		-1.5%	-4.5%
Number of Matches		4	4

N/C - Non Comparator

1 - Central Marin Sanitation Agency; Technical Services Manager oversees regulatory compliance/laboratory and engineering. Span of Responsibility Match: This hybrid match represents that the duties are bridged by a higher and lower level classification at the comparator agency. The salary displayed is an average of the matches.

Appendix II
 Las Gallinas Valley Sanitary District
 Market Compensation Data - Top Monthly Salary
 December 2020 - Revised November 2021

Plant Manager							
Rank	Comparator Agency	Classification Title	Top Monthly Salary	Salary Effective Date	Top Monthly Salary	Salary Effective Date	% Change
1	West County Wastewater District	Water Quality and Resource Recovery Department Manager	\$ 18,566	7/1/2020	\$ 19,123	7/1/2021	3.00%
2	Central Marin Sanitation Agency	Treatment Plant Manager	\$ 17,542	7/1/2020	\$ 19,183	7/1/2021	9.35%
3	Sausalito-Marín City Sanitary District	Operations Superintendent	\$ 14,451	7/1/2020	\$ 14,961	7/1/2021	3.53%
4	Sewerage Agency of Southern Marin	Wastewater Treatment Manager	\$ 14,313	7/1/2019	\$ 14,313	7/1/2019	0.00%
5	Las Gallinas Valley Sanitary District	Plant Manager	\$ 13,812	7/1/2020	\$ 13,812	7/1/2020	
6	Novato Sanitary District	N/C					
7	Ross Valley Sanitary District	N/C					
8	Sanitation District No. 5 Marin County	N/C					

Summary Results	Top Monthly Salary	Top Monthly Salary
Average of Comparators	\$ 16,218	\$ 16,895
% Las Gallinas Valley Sanitary District Above/Below	-17.4%	-22.3%
Median of Comparators	\$ 15,997	\$ 17,042
% Las Gallinas Valley Sanitary District Above/Below	-15.8%	-23.4%
Number of Matches	4	4

N/C - Non Comparator

EMPLOYMENT AGREEMENT

Between Las Gallinas Valley Sanitary District

And

Amy Schultz (Administrative/Financial Specialist - Confidential)

This EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2021, by and between the Las Gallinas Valley Sanitary District, a special district, (“District or Employer”) and Amy Schultz, (“Employee”) both of whom understand as follows:

WITNESSETH

WHEREAS, Employer desires to employ the services of Amy Schultz as Administrative/Financial Specialist - Confidential of the Las Gallinas Valley Sanitary District; and

WHEREAS, this position is identified in the codified Ordinance Code of the Las Gallinas Valley Sanitary District as Title 1, Chapter 5; and

WHEREAS, it is the desire of the District Board, (“Board”) to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, Employee desires to continue employment as Administrative/Financial Specialist - Confidential of the Las Gallinas Valley Sanitary District;

WHEREAS, both Employer and Employee have read this Agreement and understand its contents fully;

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

TERMS

Section 1: Confidential Nature of Position

This position is authorized by Title 1, Chapter 5 of the Ordinance Code of the Las Gallinas Valley Sanitary District. The position is confidential and Employee shall maintain all information as confidential as required by the Ordinance.

Section 2: Duties

A. Employer hereby agrees to employ Amy Schultz as Administrative/Financial Specialist - Confidential to perform the functions and duties specified in the job description, attached as Exhibit "A" and to perform other legally permissible and proper duties and functions as the Administrative/Financial Specialist - Confidential.

B. The Administrative/Financial Specialist - Confidential shall meet all job duties as described in the attached Exhibit "A". The Administrative/Financial Specialist – Confidential shall do and perform all services, acts, and functions necessary to conduct the general business and governmental affairs of Employer in accordance with the laws of the United States of America and the State of California governing special districts as directed by the Administrative Services Manager and as outlined in the Administrative/Financial Specialist - Confidential job description.

C. Employee agrees that during the term of this Agreement, Employee shall devote Employee's full energies, interests, abilities, and productive time to the performance of the duties and responsibilities as set forth in this Agreement and shall not conduct any business or render services of any kind for compensation, or undertake other business, professional or commercial activity.

D. Employee shall perform all duties with due diligence and with the best interest of Employer in mind.

E. Due to the nature of her employment which requires close proximity to Employer's facilities, Employee agrees to maintain her permanent residence to a distance within a 45-minute automobile drive of the Employer's office during non-commute hours.

Section 2: Term

A. Employment pursuant to the terms of this Agreement is "at will". Specifically, Employee serves as Administrative/Financial Specialist - Confidential at the pleasure of the General Manager, and as an at-will employee, can be terminated at any time, either with or without cause.

B. The term of this Agreement shall continue on ~~July 1, 2021~~December 2, 2021 and end later on June 30, 2023 unless terminated before the expiration of the term in accordance with the provisions of this Agreement. In the event Employee continues employment with the District and the District has not completed contract negotiations with management employees by June 30, 2023, Employee's employment with the District shall still be covered by this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the General Manager to terminate the services of Employee at any time, subject only to the provisions set forth in Section 7 of this Agreement.

D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from her position with Employer, subject only to the provisions set forth in Section 7 of this Agreement.

Section 3: Salary

A. Employer agrees to initially compensate Employee based on the appropriate salary step identified in the Administrative/Financial Specialist - Confidential Salary Schedule attached as Exhibit "B" plus any appropriate ~~dual and triple certification and~~ longevity amounts.

~~B. Employee can receive dual certification stipend equal to 5% of employee's regular monthly compensation, as set forth on the pay scale, and triple certification stipend equal to an additional 5% upon satisfactory completion of additional education or certification at the discretion of the General Manager. Additional certification must be of operational and/or financial benefit to the District. If it is deemed at a later date to no longer benefit the District, it may be revoked by the General Manager.~~

~~C. Employee can receive longevity pay at the beginning of their 7th year of employment with the District. The longevity amount shall be 5.0% of base salary.~~

D.B. Prior to or within one month of her anniversary date, the Administrative Services Manager shall review the performance of Employee and, with the authorization of the General Manger, may increase Employee's salary in accordance with the Step Schedule described in Administrative/Financial Specialist - Confidential Salary Schedule.

E.C. Further salary increases during the term of this Agreement shall be based on District Salary Surveys or, in part, on a performance review with the percentage salary increase determined by the General Manager (see Section 4, below).

F.D. Effective the pay period that encompasses July 1, 2021, the Employee's compensation will be \$8,7108.959 per month (Step 3) as set forth in Exhibit "B", the pay scale as of July 1, 2021.

~~G. Effective July 1, 2022, the eEmployee shall be entitled to General Wage COLA increase based on the Consumer Price Index, San Francisco All Urban Consumers, April to April, with a minimum of 1% and maximum of 3.25%, increases as follows:~~

~~H.E. Effective July 1, 2022, the wages for all management/confidential classifications shall be increased by of 3-52.75%.~~

Section 4: Performance Evaluation

The Administrative Services Manager shall review and evaluate the performance of the Employee at least once annually, beginning with her first anniversary date as Administrative/Financial Specialist - Confidential. Said review and evaluation shall be in accordance with specific criteria developed by Employer. The District and Employee may develop annual goals, objectives, and performance standards for Employee for the benefit of the District and in attainment of the District's policy objectives, and may further establish a priority among those goals, objectives, and performance standards. Additionally, the District may periodically establish goals and objectives regarding the Employee's performance of the duties of Administrative/Financial Specialist - Confidential.

Section 5: Benefits

A. Employee shall be entitled any benefits specified for the Unrepresented Bargaining Group in the attached Exhibit "C". However, a specific description of certain of those benefits follows and the specific description below controls the rights and obligations of Employee and Employer for that specific benefit.

- i. The District contracts with the California Public Employee's Retirement System for its retirement program. The District's contract with the California Public

Employee's Retirement System for "New Members" are subject to the provisions of PEPRA which provides a retirement benefit of 2% at age 62 and the benefit based on the final three years of compensation. In consideration for the Supplemental Wage Increase outlined in Section 3, Paragraph G, New Members shall pay a minimum of 50% of the normal cost as required by PEPRA, or the classic employee's contribution rate, whichever is higher.

ii. On July 1st of each year the Employee shall be granted a lump sum of 40 hours of Administrative leave. The allotment shall reset to 40 hours on July 1 of every year, regardless of the unused balance remaining from prior fiscal years.

Section 6: Professional Development

Employee shall receive make efforts to continue her performance development. Employee shall obtain the General Manager's prior approval for any expenses for professional development. The General Manager's determination for such expenses are solely within his discretion.

Section 7: Termination of Agreement and Severance Pay

- A. The Agreement may be terminated at any time by either party in writing.
- B. Both sides agree that it is preferable to provide thirty (30) days advance notice of termination, but such advance notice is not required.
- C. "At Will" Employment: The parties to this Agreement expressly acknowledge that Employee is "at will" and serves at the pleasure of the General Manager. Employee may be terminated at any time with or without cause at the sole discretion of the District. The District recognizes the right of the Employee to terminate her employment at any time with or without reason.

D. Notwithstanding anything else contained in the Agreement, the terms and provisions of this Agreement shall terminate automatically and immediately upon the death or permanent disability of Employee.

E. In the event Employer wishes to terminate Employee without reference to cause, then Employee may be entitled to severance pay in a lump sum equal to one month of Employee's current salary. The District shall only be obligated to pay this severance if the Employee agrees to execute a standard release agreement as prepared by the District that releases the District from any and all claims the Employee may have against the District. If the Employee refuses to sign this standard severance and release agreement, the Employee shall not be entitled to the severance pay. Notwithstanding any other provision in this Agreement, in accordance with Government Code § 53260, in the event this Agreement is terminated, the maximum cash settlement that Employee may receive shall be an amount equal to the monthly salary of Employee multiplied by the number of months left on the unexpired term of the Agreement. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18.

F. In the event Employee is terminated, the Employee shall be paid out for accrued but unused vacation, ~~and~~ compensatory time, and administrative leave. Accrued sick leave benefits shall be paid in accordance with District personnel policy.

G. — If Employee resigns at the request of the General Manager, Employee shall be deemed terminated without cause and may be entitled to severance as set forth under Section 7.E.

H. —

G.

Section 8: Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

General Manager
Las Gallinas Valley Sanitary District
101 Lucas Valley Road, Suite 300
San Rafael, CA 94903

Amy Shultz
956 Edwards Ave
Santa Rosa, CA 95401

Alternatively, notices required pursuant to the agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 9: General Provisions

A. The text herein shall constitute the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing between the District and the Employee and contains all of the covenants and agreements between the parties with respect to such employment in any manner whatsoever. Any prior agreements merge into this Agreement and specifically prior employment agreements merge into this agreement.

B. Each party to the Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on

behalf of any party, which are not embodied herein, and no other agreement, statement, or promise not contained in the Agreement shall be valid or binding. Any modification of the Agreement will be effective only if it is in writing and signed by both the General Manager and the Employee.

C. This Agreement shall be binding upon and inure to the benefit of the heirs of Employee.

D. If any provision, or any portion, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. This Agreement shall be interpreted under the laws of the State of California. Venue for any action shall be in the Superior Court for the County of Marin.

F. Employee understands that the Board may, from time to time, revise the District's policies. Employee understands that Employee is subject to those policies and procedures when they are not in conflict with the contents of this Agreement.

G. The Employee may reopen negotiations with regards to this Employment Agreement if the District has not come to agreement with the union on a Memorandum of Understanding between the District and Operating Engineers Local 3 by ~~the date this agreement is executed~~ June 30, 2023. Any increase in salary or benefits renegotiated will be retroactive to July 1, ~~2024~~ 2023.

G.H. Nothing in this agreement prevents the employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that the employee has reason to believe is unlawful.

IN WITNESS WHEREOF, Las Gallinas Valley Sanitary District has caused this Agreement to be signed and executed on its behalf by its General Manager, and duly attested by its District Secretary, and the Employee has signed and executed this Agreement the day and year first above written.

Date: _____

General Manager
Las Gallinas Valley Sanitary District

Date: _____

Amy Schultz

ATTEST:

Teri Lerch
District Secretary Pro

Seal

APPROVED AS TO FORM:

David J. Byers, Attorney for
Las Gallinas Valley Sanitary District

EMPLOYMENT AGREEMENT

Between Las Gallinas Valley Sanitary District

And

DALE MCDONALD (Administrative Services Manager)

This EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2021, by and between the Las Gallinas Valley Sanitary District, a special district, ("District or Employer") and DALE MCDONALD, ("Employee") both of whom understand as follows:

WITNESSETH

WHEREAS, Employer desires to employ the services of DALE MCDONALD as Administrative Services Manager of the Las Gallinas Valley Sanitary District; and

WHEREAS, it is the desire of the District Board, ("Board") to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS Employer and Employee now desire to set forth their agreement for employment of Employee on the terms and subject to the conditions set forth herein.

WHEREAS, both Employer and Employee have read this Agreement and understand its contents fully;

NOW, THEREFORE, in consideration of the foregoing and the provisions and promises hereinafter set forth, the parties agree as follows:

TERMS

Section 1: Duties

A. Employer hereby agrees to employ DALE MCDONALD as Administrative Services Manager to perform the functions and duties specified in the job description, attached as Exhibit "A" and to perform other legally permissible and proper duties and functions as the Administrative Services Manager.

B. The Administrative Services Manager shall be in charge of and responsible for the operation and management of the Administrative Office and the general business and governmental affairs of Employer in accordance with the laws of the United States of America and the State of California governing special districts as directed by the General Manager and as outlined in the Administrative Services Manager job description. The Administrative Services Manager shall do and perform all services, acts, and functions necessary or advisable to manage and conduct the business and governmental affairs of Employer as determined by the General Manager.

C. Employee agrees that during the term of this Agreement, Employee shall devote Employee's full energies, interests, abilities, and productive time to the performance of the duties and responsibilities as set forth in this Agreement and shall not conduct any business or render services of any kind for compensation, or undertake other business, professional or commercial activity without written approval of the General Manager.

D. Employee shall perform all duties with due diligence and with the best interest of Employer in mind.

~~E. Due to the nature of employment which requires close proximity to Employer's facilities, Employee agrees to maintain their permanent residence to a distance within a 45-minute automobile drive of the Employer's office during non-commute hours.~~

Section 2: Term

A. Employment pursuant to the terms of this Agreement is "at will". Specifically, Employee serves as Administrative Services Manager at the pleasure of the General Manager, and as an at-will employee, can be terminated at any time, either with or without cause.

B. The term of this Agreement shall ~~commence~~ continue on ~~on September 28, 2020~~ December 2, 2021 and end later on June 30, ~~2021~~ 2023, unless terminated before the expiration of the term in accordance with the provisions of this Agreement. In the event Employee continues employment with the District and the District has not completed contract negotiations with management employees by June 30, ~~2021~~ 2023, Employee's employment with the District shall still be covered by this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the General Manager to terminate the services of Employee at any time, subject only to the provisions set forth in Section 7 of this Agreement.

D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from their position with Employer, subject only to the provisions set forth in Section 7 of this Agreement.

Section 3: Salary

~~A. — Employer agrees to initially compensate Employee based on the appropriate salary step identified in the Administrative Services Manager Salary Schedule attached as Exhibit "B" plus any appropriate dual and triple certification and longevity amounts.~~

~~B. — Employee can receive dual and triple certification pay upon satisfactory completion of additional education or certification at the discretion of the General Manager. Additional certification must be of operational and/or financial benefit to the District. If it is deemed at a later date to no longer benefit the District, it may be revoked by the General Manager.~~

~~C. — Longevity Amounts~~

~~i. Employee can receive a longevity step at the beginning of their 7th year of employment with the District. The longevity step shall be 5.0%.~~

~~D.A. ii. Employees in the "management bargaining unit" are eligible to receive a longevity step equal to three percent of base salary (3%) at the completion of 10 years of continuous employment with the District. Employees in the "management bargaining unit" are eligible to receive an additional longevity step equal to two percent of base salary (2%) at the completion of 15 years of continuous employment with the District.~~

~~E. — Prior to or within one month of his anniversary date, the General Manager shall review the performance of Employee and, at his or her sole discretion, may increase Employee's salary in accordance with the Step Schedule described in Administrative Services Manager Salary Schedule.~~

B.

F.C. Further salary increases during the term of this Agreement shall be based on District Salary Surveys or, in part, on a performance review with the percentage salary increase determined by the General Manager (see Section 4, below).

D. Effective ~~the first pay period that encompasses July 1, 2021~~ ~~the first pay day after the commencement of employment,~~ the Employee's compensation will be ~~\$11,871.23~~ 15,056 per month (Step 2) as set forth in Exhibit "B", the pay scale as of July 1, ~~2020~~ 2021.

G.E. Effective July 1, 2022, the Employee will be entitled to a General Wage COLA of 2.75%.

H.F. In the event the Employee is requested to be Acting General Manager for more than seven consecutive days, on the eighth day the Employee's pay will be increased by 5% until the Employee is no longer in the position of Acting General Manager.

Section 4: Performance Evaluation

The General Manager shall review and evaluate the performance of the Employee at least once annually, beginning with their first anniversary date as Administrative Services Manager. Said review and evaluation shall be in accordance with specific criteria developed by Employer. The District and Employee may develop annual goals, objectives, and performance standards for Employee for the benefit of the District and in attainment of the District's policy objectives, and may further establish a priority among those goals, objectives, and performance standards. Additionally, the District may periodically establish goals and objectives regarding the Employee's performance of the duties of Administrative Services Manager.

Section 5: Management Benefits

A. Employee shall be entitled any benefits specified for the Unrepresented Bargaining Group in the attached Exhibit "C". However, a specific description of certain of those benefits follows and the specific description below controls the rights and obligations of Employee and Employer for that specific benefit.

B. Employee shall be compensated ~~\$389.49~~399.23 monthly for a vehicle allowance. The amount will increase each year based on Board approved COLA increases.

C. On July 1st of each year the Employee shall be granted a lump sum of 80 hours of Administrative leave. The allotment shall reset to 80 hours on July 1 of every year, regardless of the unused balance remaining from prior fiscal years.

D. Under the current defined benefit plan, pursuant to the Public Employees' Retirement Law (Government Code § 20000 et seq. ("PERL")), Employee is required to contribute 8% of the Employee's "compensation earnable and reportable" ("PERSable compensation") toward the costs of said benefit plan.

~~E.~~—Employee can choose either a District supplied smartphone or can be reimbursed the median for a 6 GB plan of the following wireless carriers (AT&T, Sprint and Verizon). Employee can be reimbursed for the phone purchases once every 3 years up to ~~\$250.88~~273.58. The allowance will be based on Board approved COLA increases of each year. It is the sole responsibility of the Employee to maintain their Employee owned phone. Employee shall be on call and maintain their phone in good working condition and in close proximity to respond to District emergencies as necessary or directed by the General

Manager. –Should the Employee

E.

terminate their employment with the District within one year of receiving a reimbursement for a phone, the Employee shall reimburse the District 50% of the purchase cost.

F. If Employee has outside health insurance coverage, the Employee may opt out of the District provided health insurance and receive an in-lieu payment of \$250 per month to offset the cost of the outside health insurance. The Employee must provide proof of health insurance coverage.

G. Employee, with the General Manager's consent, may purchase a tablet computer or laptop once in a four-year period and be reimbursed based on District policy. Should the Employee terminate employment within two years of receiving the reimbursement, the Employee shall return to the District 50% of the cost so reimbursed.

H. Cash out of Vacation: The maximum amount of vacation time EMPLOYEE may accrue is 272 hours. All vacation hours purchased shall be compensated at the EMPLOYEE's current rate of pay and will be removed from the EMPLOYEE's accumulated vacation balance. In no event shall EMPLOYEE cash-outs result in a vacation balance of less than 40 hours. Such requests for cash-out of vacation hours shall be submitted in writing by the employee to the General Manager, who will verify and approve the request. Vacation requests must be submitted by June 1 and/or December 1 and will be processed on the following pay period. ~~All vacation pay requests submitted by the payroll due date of the current pay period will be paid to employee on the payroll date of the current pay period. Otherwise, such requests will be processed for the following payroll date.~~ This cash-out will be subject to applicable Federal and State Payroll Tax Law.

Section 6: Professional Development

~~A.~~ Employer agrees to budget for and to pay for associations, publications and subscriptions for Employee necessary for their continuation and full participation in national regional, state, and local associations and organizations necessary and desirable for their continued professional participation, growth, and advancement, and for the good of the Employer as determined solely by the General Manager.

A.

~~regional, state, and local associations and organizations necessary and desirable for their continued professional participation, growth, and advancement, and for the good of the Employer as determined solely by the General Manager.~~

B. Employer hereby agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for professional and office travel, meetings, and occasions necessary to continue the professional development of Employee and maintenance of required licenses as determined solely by the General Manager.

C. Employer also agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for short courses, institutes, conferences and seminars that are necessary for their professional development and for the good of the Employer as determined solely by the General Manager.

D. Employee shall obtain the General Manager's prior approval for any expenses in this Section which are not in the approved budget

Section 7: Termination of Agreement and Severance Pay

A. The Agreement may be terminated at any time by either party in writing.

B. ~~_____~~ Both sides agree that it is preferable to provide thirty (30) days advance notice of termination, but such advance notice is not required.

C. ~~_____~~ "At Will" Employment: The parties to this Agreement expressly acknowledge that Employee is "at will" and serves at the pleasure of the General Manager. Employee may be terminated at any time with or without cause at the sole discretion of the District. The District

D. ~~_____~~

recognizes the right of the Employee to terminate their employment at any time with or without reason.

F.D. Notwithstanding anything else contained in the Agreement, the terms and provisions of this Agreement shall terminate automatically and immediately upon the death or permanent disability of Employee.

G.E. In the event Employer wishes to terminate Employee without reference to cause, then Employee may be entitled to severance pay in a lump sum equal to three months of Employee's current salary. The District shall only be obligated to pay this severance if the Employee agrees to execute a standard release agreement as prepared by the District that releases the District from any and all claims the Employee may have against the District. If the Employee refuses to sign this standard severance and release agreement, the Employee shall not be entitled to the severance pay. Notwithstanding any other provision in this Agreement, in accordance with Government Code § 53260, in the event this Agreement is terminated, the maximum cash settlement that Employee may receive shall be an amount equal to the monthly salary of Employee multiplied by the number of months left on the unexpired term of the Agreement. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18.

~~H.~~ In the event Employee is terminated, the Employee shall be paid out for accrued but unused vacation time and administrative leave. Accrued sick leave benefits shall be paid in accordance with District personnel policy.

F.

F.G. If Employee resigns at the request of the General Manager, Employee shall be deemed terminated without cause and may be entitled to severance as set forth under Section 7.E.

Section 8: Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Las Gallinas Valley Sanitary District
100 Lucas Valley Road, Suite 300
San Rafael, CA 94903

DALE MCDONALD
675 Edwards St.
Crockett, CA 94525

Alternatively, notices required pursuant to the agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 9: General Provisions

A. The text herein shall constitute the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing between the District and the Employee and contains all of the covenants and agreements between the parties with respect to such employment in any manner whatsoever. Any prior agreements merge into this Agreement and specifically prior employment agreements merge into this agreement.

B. Each party to the Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and no other agreement, statement, or promise not contained in the Agreement shall be valid or binding. Any modification of the Agreement will be effective only if it is in writing and signed by both the General Manager and the Employee.

C. This Agreement shall be binding upon and inure to the benefit of the heirs of Employee.

D. If any provision, or any portion, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. This Agreement shall be interpreted under the laws of the State of California. Venue for any action shall be in the Superior Court for the County of Marin.

F. Employee understands that the Board may, from time to time, revise the District's policies. Employee understands that Employee is subject to those policies and procedures when they are not in conflict with the contents of this Agreement.

G. The Employee may reopen negotiations with regards to this Employment Agreement if the District has not come to agreement with the union on a Memorandum of Understanding between the District and Operating Engineers Local 3 by June 30, 2023. Any increase in salary or benefits renegotiated will be retroactive to July 1, 2023.

F.H. Nothing in this agreement prevents the employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that the employee has reason to believe is unlawful.

IN WITNESS WHEREOF, Las Gallinas Valley Sanitary District has caused this Agreement to be signed and executed on its behalf by General Manager, and duly attested by its District Secretary, and the Employee has signed and executed this Agreement the day and year first above written.

Date: _____

General Manager
Las Gallinas Valley Sanitary District

Date: _____

DALE MCDONALD

ATTEST:

Teresa Lerch
District Secretary

Seal

APPROVED AS TO FORM:

David J. Byers, Attorney for
Las Gallinas Valley Sanitary District

EMPLOYMENT AGREEMENT

Between Las Gallinas Valley Sanitary District

And

Greg Pease (~~Collection System/Safety Manager~~Collection System/Safety/Maintenance Manager)

This EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2021, by and between the Las Gallinas Valley Sanitary District, a special district, (“District or Employer”) and Greg Pease, (“Employee”) both of whom understand as follows:

WITNESSETH

WHEREAS, Employer desires to employ the services of Greg Pease as ~~Collection System/Safety Manager~~Collection System/Safety/Maintenance Manager of the Las Gallinas Valley Sanitary District; and

WHEREAS, it is the desire of the District Board, (“Board”) to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, Employee desires to become employed as ~~Collection System/Safety Manager~~Collection System/Safety/Maintenance Manager of the Las Gallinas Valley Sanitary District;

WHEREAS, both Employer and Employee have read this Agreement and understand its contents fully;

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

TERMS

Section 1: Duties

A. Employer hereby agrees to employ Greg Pease as ~~Collection System/Safety Manager~~Collection System/Safety/Maintenance Manager to perform the functions and duties specified in the job description attached as Exhibit "A" and to perform other legally permissible and proper duties and functions as the ~~Collection System/Safety Manager~~Collection System/Safety/Maintenance Manager.

B. The ~~Collection System/Safety Manager~~Collection System/Safety/Maintenance Manager shall be in charge of and responsible for the operation and management of the Collection System, Pump Stations, Safety Program and the general business and governmental affairs of Employer in accordance with the laws of the United States of America and the State of California governing special districts as directed by the General Manager and as outlined in the ~~Collection System/Safety Manager~~Collection System/Safety/Maintenance Manager job description. The ~~Collection System/Safety Manager~~Collection System/Safety/Maintenance Manager shall do and perform all services, acts, and functions necessary or advisable to manage and conduct the business and governmental affairs of Employer as determined by the General Manager.

C. Employee agrees that during the term of this Agreement, Employee shall devote Employee's full energies, interests, abilities, and productive time to the performance of the duties and responsibilities as set forth in this Agreement and shall not conduct any business or render services of any kind for compensation, or undertake other business, professional or commercial activity.

D. Employee shall perform all duties with due diligence and with the best interest of Employer in mind.

E. Due to the nature of his employment which requires close proximity to Employer's facilities, Employee agrees to maintain his permanent residence within a 45-minute automobile drive to the Employer's office during non-commute hours. Employee is entitled to an Emergency Response Stipend of \$300 per month as a benefit for being a Stand-by Emergency Response employee.

Section 2: Term

A. Employment pursuant to the terms of this Agreement is "at will". Specifically, Employee serves as ~~Collection System/Safety Manager~~Collection System/Safety/Maintenance Manager at the pleasure of the General Manager, and as an at-will employee, can be terminated at any time, either with or without cause.

B. The term of this Agreement shall ~~commence~~continue on ~~July 1, 2021~~December 2, 2021 and end ~~later~~later on June 30, ~~2021~~2023, unless terminated before the expiration of the term in accordance with the provisions of this Agreement. In the event Employee continues employment with the District and the District has not completed contract negotiations with

management employees by June 30, ~~2021~~2023, Employee's employment with the District shall still be covered by this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the General Manager to terminate the services of Employee at any time, subject only to the provisions set forth in Section 7 of this Agreement.

D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 7 of this Agreement.

Section 3: Salary

A. Employer agrees to initially compensate Employee based on the appropriate salary step identified in the ~~Collection—System/Safety—Manager~~Collection System/Safety/Maintenance Manager Salary Schedule attached as Exhibit “B” plus any appropriate ~~dual and triple certification and~~ longevity amounts.

~~B. Employee can receive dual and triple certification pay upon satisfactory completion of additional education or certification at the discretion of the General Manager. Additional certification must be of operational and/or financial benefit to the District. If it is deemed at a later date to no longer benefit the District, it may be revoked by the General Manager.~~

C.B. Longevity Amounts

- i. Employee can receive a longevity step at the beginning of their 7th year of employment with the District. The longevity step shall be 5.0%.
- ii. Effective the first pay period in January 2015, employees in the “management bargaining unit” are eligible to receive a longevity step equal to five percent of base salary (3%) at the completion of 10 years of continuous employment with the District.
- iii. Effective the first pay period in January 2015, employees in the “management bargaining unit” are eligible to receive an additional longevity step equal to two percent of base salary (2%) at the completion of 15 years of continuous employment with the District.

~~D.C.~~ Prior to or within one month of his/her anniversary date, the General Manager shall review the performance of Employee and, at his or her sole discretion, may increase Employee's salary in accordance with the Step Schedule described in ~~Collection System/Safety Manager~~Collection System/Safety/Maintenance Manager. Salary Schedule.

~~E.D.~~ Further salary increases during the term of this Agreement shall be based on District Salary Surveys or, in part, on a performance review with the percentage salary increase determined by the General Manager (see Section 4, below).

~~F.E.~~ Effective the first pay period that encompasses July 1, ~~2019~~2021, the Employee's compensation will be \$~~13,242.10~~17,004 per month (Step 5) as set forth in Exhibit "B", the pay scale as of July 1, ~~2019~~2021. The base monthly compensation excludes the granting of longevity pay in accordance with Section 3, paragraph B.

~~G.~~—Effective July 1, 2022, the Employee shall be entitled to General Wage COLA increase of 2.75%. Employee shall be entitled to COLA increases as follows:

~~i.~~—Effective July 1, 2020, the wages for all management/confidential classifications shall be increased by 3.5%.

~~F.~~_____

~~H.G.~~ In the event the Employee is requested to be Acting General Manager for more than seven consecutive days, on the eighth day the Employee's pay will be increased by 5% until the Employee is no longer in the position of Acting General Manager

Section 4: Performance Evaluation

The General Manager shall review and evaluate the performance of the Employee at least once annually, beginning with his/her first anniversary date as ~~Collection System/Safety Manager~~Collection System/Safety/Maintenance Manager. Said review and evaluation shall be in accordance with specific criteria developed by Employer. The District and Employee may develop annual goals, objectives, and performance standards for Employee for the benefit of the District and in attainment of the District's policy objectives, and may further establish a priority among those goals, objectives, and performance standards. Additionally, the District may periodically establish goals and objectives regarding the Employee's performance of the duties of ~~Collection System/Safety Manager~~Collection System/Safety/Maintenance Manager.

Section 5: Management Benefits

A. Employee shall be entitled any benefits specified for the Unrepresented Bargaining Group in the attached Exhibit "C". However, a specific description of certain of those benefits follows and the specific description below controls the rights and obligations of Employee and Employer for that specific benefit.

B. Employee shall be entitled to a District vehicle. Employer shall pay for all expenses associated with this vehicle. Employee shall be permitted to use the vehicle for limited personal use only when Employee is either engaged in Employer activities or commuting to and from work. Reasonable personal use is allowable. If Employee ceases to be ~~Collection System/Safety Manager~~Collection System/Safety/Maintenance Manager but is otherwise employed by Employer this vehicle benefit shall end.

C. On July 1st of each year the Employee shall be granted a lump sum of 80 hours of Administrative leave. The allotment shall reset to 80 hours on July 1 of every year, regardless of the unused balance remaining from prior fiscal years.

D. Under the current defined benefit plan, pursuant to the Public Employees' Retirement Law (Government Code § 20000 et seq. ("PERL")), Employee is required to contribute 8% of the Employee's "compensation earnable and reportable" ("PERSable compensation") toward the costs of said benefit plan.

E. Employee can choose either a District supplied smartphone or can be reimbursed the median for a 6 GB plan of the following wireless carriers (AT&T, Sprint and Verizon). Employees can be reimbursed for the phone purchases once every 3 years up to ~~\$250.88~~273.58. The allowance will be based on Board approved General Wage COLA increase of each year. It is the sole responsibility of the employee to maintain their Employee owned phone. Employee shall be on call and maintain their phone in good working condition and in close proximity to respond to District emergencies as necessary or directed by the General Manager. Should the Employee terminate their employment with the District within one year of receiving a reimbursement for a phone, the Employee shall reimburse the District 50% of the purchase cost.

F. If Employee has outside health insurance coverage, the Employee may opt out of the District provided health insurance and receive an in-lieu payment of \$250 per month to offset the cost of the outside health insurance. The Employee must provide proof of health insurance coverage.

G. Employee, with the General Manager's consent, may purchase a tablet computer or laptop once in a four-year period and be reimbursed based on District policy. Should the

Employee terminate employment within two years of receiving the reimbursement, the Employee shall return to the District 50% of the cost so reimbursed.

H. Cash out of Vacation: The maximum amount of vacation time EMPLOYEE may accrue is 272 hours. EMPLOYEE shall be eligible to cash out up to 80 hours of vacation time one time a year. All vacation hours cashed out shall be compensated at the EMPLOYEE's current rate of pay and will be removed from the EMPLOYEE's accumulated vacation balance. In no event shall EMPLOYEE cash-outs result in a vacation balance of less than 40 hours. Such requests for cash-out of vacation hours shall be submitted in writing by the employee to the General Manager, who will verify and approve the request. Vacation requests must be submitted by June 1 and/or December 1 and will be processed on the following pay period. All vacation pay requests submitted by the payroll due date of the current pay period will be paid to employee on the payroll date of the current pay period. Otherwise, such requests will be processed for the following payroll date. This cash-out will be subject to applicable Federal and State Payroll Tax Law.

Section 6: Professional Development

A. Employer agrees to budget for and to pay for publications and subscriptions for Employee necessary for his/her continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer as determined solely by the General Manager.

B. Employer hereby agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for professional and office travel, meetings, and occasions necessary to continue the professional development of Employee as determined solely by the General Manager.

C. Employee shall obtain the General Manager's prior approval for any expenses in this Section which are not in the approved budget.

Section 7: Termination of Agreement and Severance Pay

A. The Agreement may be terminated at any time by either party in writing.

B. Both sides agree that it is preferable to provide thirty (30) days advance notice of termination, but such advance notice is not required.

C. "At Will" Employment: The parties to this Agreement expressly acknowledge that Employee is "at will" and serves at the pleasure of the General Manager. Employee may be terminated at any time with or without cause at the sole discretion of the District. The District recognizes the right of the Employee to terminate his employment at any time with or without reason.

D. Notwithstanding anything else contained in the Agreement, the terms and provisions of this Agreement shall terminate automatically and immediately upon the death or permanent disability of Employee.

E. In the event Employer wishes to terminate Employee without reference to cause, then Employee may be entitled to severance pay in a lump sum equal to three months of Employee's current salary. The District shall only be obligated to pay this severance if the

Employee agrees to execute a standard release agreement as prepared by the District that releases the District from any and all claims the Employee may have against the District. If the Employee refuses to sign this standard severance and release agreement, the Employee shall not be entitled to the severance pay. Notwithstanding any other provision in this Agreement, in accordance with Government Code § 53260, in the event this Agreement is terminated, the maximum cash settlement that Employee may receive shall be an amount equal to the monthly salary of Employee multiplied by the number of months left on the unexpired term of the Agreement. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18.

F. In the event Employee is terminated, the Employee shall be paid out for accrued but unused vacation time and administrative leave. Accrued sick leave benefits shall be paid in accordance with District personnel policy.

~~G.~~ If Employee resigns at the request of the General Manager, Employee shall be deemed terminated without cause and may be entitled to severance as set forth under Section 7.E.

~~H.G.~~

Section 8: Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Las Gallinas Valley Sanitary District
~~300 Smith Ranch Road~~ 100 Lucas Valley Road, Suite 300
San Rafael, CA 94903

Greg Pease
767 Riesling Road
Petaluma, CA 94954

Alternatively, notices required pursuant to the agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 9: General Provisions

A. The text herein shall constitute the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing between the District and the Employee and contains all of the covenants and agreements between the parties with respect to such employment in any manner whatsoever. Any prior agreements merge into this Agreement and specifically prior employment agreements merge into this agreement.

B. Each party to the Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and no other agreement, statement, or promise not contained in the Agreement shall be valid or binding. Any modification of the Agreement will be effective only if it is in writing and signed by both the General Manager and the Employee.

C. This Agreement shall be binding upon and inure to the benefit of the heirs of Employee.

D. If any provision, or any portion, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. This Agreement shall be interpreted under the laws of the State of California. Venue for any action shall be in the Superior Court for the County of Marin.

F. Employee understands that the Board may, from time to time, revise the District's policies. Employee understands that Employee is subject to those policies and procedures when they are not in conflict with the contents of this Agreement.

G. The Employee may reopen negotiations with regards to this Employment Agreement if the District has not come to agreement with the union on a Memorandum of Understanding between the District and Operating Engineers Local 3 by June 30, 2023. Any increase in salary or benefits renegotiated will be retroactive to July 1, 2023.

H. Nothing in this agreement prevents the employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that the employee has reason to believe is unlawful.

IN WITNESS WHEREOF, Las Gallinas Valley Sanitary District has caused this Agreement to be signed and executed on its behalf by the General Manager, and duly attested by its District Secretary, and the Employee has signed and executed this Agreement the day and year first above written.

Date: _____

General Manager
Las Gallinas Valley Sanitary District

Dated: _____

Greg Pease

ATTEST:

Teresa L. Lerch
District Secretary

APPROVED AS TO FORM:

David Byers, Attorney for
Las Gallinas Valley Sanitary District

EMPLOYMENT AGREEMENT

Between Las Gallinas Valley Sanitary District

And

Michael Cortez (District Engineer)

This EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2021, by and between the Las Gallinas Valley Sanitary District, a special district, (“District or Employer”) and Michael Cortez, (“Employee”) both of whom understand as follows:

WITNESSETH

WHEREAS, Employer desires to employ the services of Michael Cortez as District Engineer of the Las Gallinas Valley Sanitary District; and

WHEREAS, it is the desire of the District Board, (“Board”) to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, Employee desires to continue employment as District Engineer of the Las Gallinas Valley Sanitary District;

WHEREAS, both Employer and Employee have read this Agreement and understand its contents fully;

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

TERMS

Section 1: Duties

A. Employer hereby agrees to employ Michael Cortez as District Engineer to perform the functions and duties specified in the job description, attached as Exhibit "A" and to perform other legally permissible and proper duties and functions as the District Engineer. Employee is presently employed as a District Engineer.

B. The District Engineer shall perform civil engineering, project management, construction management and inspections, reviews of private improvement projects to ensure conformance with District standards and other engineering or technical services and the general business and governmental affairs of Employer in accordance with the laws of the United States of America and the State of California governing special districts as directed by the General Manager and as outlined in the District Engineer job description. The District Engineer shall do and perform all services, acts, and functions necessary or advisable to manage and conduct the business and governmental affairs of Employer as determined by the General Manager.

C. Employee agrees that during the term of this Agreement, Employee shall devote Employee's full energies, interests, abilities, and productive time to the performance of the duties and responsibilities as set forth in this Agreement and shall not conduct any business or render services of any kind for compensation, or undertake other business, professional or commercial activity.

D. Employee shall perform all duties with due diligence and with the best interest of Employer in mind.

~~D. Due to the nature of his employment which requires close proximity to Employer's facilities, Employee agrees to maintain his permanent residence to a distance within a 45-minute automobile drive of the Employer's office during non-commute hours.~~

Section 2: Term

A. Employment pursuant to the terms of this Agreement is "at will". Specifically, Employee serves as District Engineer at the pleasure of the General Manager, and as an at-will employee, can be terminated at any time, either with or without cause.

B. The term of this Agreement shall ~~commence~~ continue on ~~July 1, 2021~~ December 2, 2021 and end ~~later~~ later on June 30, 2023, unless terminated before the expiration of the term in accordance with the provisions of this Agreement. In the event Employee continues employment with the District and the District has not completed contract negotiations with management employees by June 30, 2023, Employee's employment with the District shall still be covered by this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the General Manager to terminate the services of Employee at any time, subject only to the provisions set forth in Section 7 of this Agreement.

~~D.~~ Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 7 of this Agreement.

D.

Section 3: Salary

A. Employer agrees to initially compensate Employee based on the appropriate salary step identified in the District Engineer Salary Schedule attached as Exhibit "B" plus any appropriate ~~dual and triple certification and~~ longevity amounts.

~~B. Employee can receive dual certification stipend equal to 5% of employee's regular monthly compensation, as set forth on the pay scale, and triple certification stipend equal to an additional 5% upon satisfactory completion of additional education or certification at the discretion of the General Manager. Additional certification must be of operational and/or financial benefit to the District. If it is deemed at a later date to no longer benefit the District, it may be revoked by the General Manager.~~

C.B. Longevity Amounts

- i. Employee can receive a longevity pay at the beginning of their 7th year of employment with the District. The longevity pay shall be 5.0% of base salary.
- ii. Employees in the "management bargaining unit" are eligible to receive a longevity step equal to three percent of base salary (3%) at the completion of 10 years of continuous employment with the District. Employees in the "management bargaining unit" are eligible to receive an additional longevity step equal to two percent of base salary (2%) at the completion of 15 years of continuous employment with the District.

D.C. Prior to or within one month of his anniversary date, the General Manager shall review the performance of Employee and, at his or her sole discretion, may increase Employee's salary in accordance with the Step Schedule described in District Engineer Salary Schedule.

E.D. Further salary increases during the term of this Agreement shall be based on District Salary Surveys or, in part, on a performance review with the percentage salary increase determined by the General Manager (see Section 4, below).

F.E. Effective the ~~first~~ pay ~~period that encompasses July 1, 2021~~ day after the commencement of employment, the Employee's compensation will be \$~~17,592.96~~ 17,865 per month (Step 5) as set forth in Exhibit "B", the pay scale as of July 1, ~~2019~~ 2021. The base monthly compensation ~~reflects~~ excludes the granting of ~~Dual Certification Pay in accordance with Section 3, paragraph B~~ longevity pay in accordance with Section 3, paragraph C.

G.F. Effective July 1, 2022, the Employee will be entitled to a General Wage COLA increase ~~based on the Consumer Price Index, San Francisco All Urban Consumers, April to April, with a minimum of 1% and maximum of 3.2575%, except as noted by the following:~~

- ~~i. Effective July 1, 2020, the wages for all management/confidential classifications shall be increased by 3.5%.~~

H.G. In the event the Employee is requested to be Acting General Manager for more than seven consecutive days, on the eighth day the Employee's pay will be increased by 5% until the Employee is no longer in the position of Acting General Manager.

Section 4: Performance Evaluation

The General Manager shall review and evaluate the performance of the Employee at least once annually, beginning with his first anniversary date as District Engineer. Said review and evaluation shall be in accordance with specific criteria developed by Employer. The District and

Employee may develop annual goals, objectives, and performance standards for Employee for the benefit of the District and in attainment of the District's policy objectives, and may further establish a priority among those goals, objectives, and performance standards. Additionally, the District may periodically establish goals and objectives regarding the Employee's performance of the duties of District Engineer.

Section 5: Management Benefits

A. Employee shall be entitled any benefits specified for the Unrepresented Bargaining Group in the attached Exhibit "C". However, a specific description of certain of those benefits follows and the specific description below controls the rights and obligations of Employee and Employer for that specific benefit.

B. Employee shall be compensated ~~\$376,323~~99.23 monthly for a vehicle allowance. The amount will increase each year based on Board approved General Wage COLA increases.

C. On July 1 of every year the Employee shall be granted a lump sum of 80 hours per year of Administrative leave. The allotment shall reset to 80 hours on July 1 of every year, regardless of the unused balance remaining from prior fiscal years.

D. Under the current defined benefit plan, pursuant to the Public Employees' Retirement Law (Government Code § 20000 et seq. ("PERL")), Employee is required to contribute 8% of the Employee's "compensation earnable and reportable" ("PERSable compensation") toward the costs of said benefit plan.

E. Employee can choose either a District supplied smartphone or can be reimbursed the median for a 6 GB plan of the following wireless carriers (AT&T, Sprint and Verizon).

Employee can be reimbursed for the phone purchases once every 3 years up to ~~\$250.88~~273.58. The allowance will be based on Board approved General Wage COLA increases of each year. It is the sole responsibility of the Employee to maintain their Employee owned phone. Employee shall be on call and maintain their phone in good working condition and in close proximity to respond to District emergencies as necessary or directed by the General Manager. Should the Employee terminate their employment with the District within one year of receiving a reimbursement for a phone, the Employee shall reimburse the District 50% of the purchase cost.

F. If Employee has outside health insurance coverage, the Employee may opt out of the District provided health insurance and receive an in-lieu payment of \$250 per month to offset the cost of the outside health insurance. The Employee must provide proof of health insurance coverage.

G. Employee, with the General Manager's consent, may purchase a tablet computer or laptop once in a four-year period and be reimbursed based on District policy. Should the Employee terminate employment within two years of receiving the reimbursement, the Employee shall return to the District 50% of the cost so reimbursed.

H. Cash-Out of Vacation: The maximum amount of vacation time EMPLOYEE may accrue is 272 hours. All vacation hours purchased shall be compensated at the EMPLOYEE's current rate of pay and will be removed from the EMPLOYEE's accumulated vacation balance. In no event shall EMPLOYEE cash-outs result in a vacation balance of less than 40 hours. Such requests for cash-out of vacation hours shall be submitted in writing by the employee to the General Manager, who will verify and approve the request. Vacation pay requests will be processed twice a year, with submittal deadlines of June 1 and December 1. All vacation pay requests submitted by the payroll due date of the current pay period will be paid to employee on

~~the payroll date of the current pay period. Otherwise, such requests will be processed for the following payroll date.~~ This cash-out will be subject to applicable Federal and State Payroll Tax Law.

Section 6: Professional Development

A. Employer agrees to budget for and to pay for publications and subscriptions for Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer as determined solely by the General Manager.

B. Employer hereby agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for professional and office travel, meetings, and occasions necessary to continue the professional development of Employee and maintenance of required licenses as determined solely by the General Manager.

C. Employer also agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for short courses, institutes, conferences, and seminars that are necessary for his professional development and for the good of the Employer as determined solely by the General Manager.

D. Employee shall obtain the General Manager's prior approval for any expenses in this Section which are not in the approved budget.

Section 7: Termination of Agreement and Severance Pay

A. The Agreement may be terminated at any time by either party in writing.

B. Both sides agree that it is preferable to provide thirty (30) days advance notice of termination, but such advance notice is not required.

C. "At Will" Employment: The parties to this Agreement expressly acknowledge that Employee is "at will" and serves at the pleasure of the General Manager. Employee may be terminated at any time with or without cause at the sole discretion of the District. The District recognizes the right of the Employee to terminate his employment at any time with or without reason.

D. Notwithstanding anything else contained in the Agreement, the terms and provisions of this Agreement shall terminate automatically and immediately upon the death or permanent disability of Employee.

E. In the event Employer wishes to terminate Employee without reference to cause, then Employee may be entitled to severance pay in a lump sum equal to three months of Employee's current salary. The District shall only be obligated to pay this severance if the Employee agrees to execute a standard release agreement as prepared by the District that releases the District from any and all claims the Employee may have against the District. If the Employee refuses to sign this standard severance and release agreement, the Employee shall not be entitled to the severance pay. Notwithstanding any other provision in this Agreement, in accordance with Government Code § 53260, in the event this Agreement is terminated, the maximum cash settlement that Employee may receive shall be an amount equal to the monthly salary of Employee multiplied by the number of months left on the unexpired term of the Agreement. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18.

F. In the event Employee is terminated, the Employee shall be paid out for accrued but unused vacation time and administrative leave. Accrued sick leave benefits shall be paid in accordance with District personnel policy.

G. If Employee resigns at the request of the General Manager, Employee shall be deemed terminated without cause and may be entitled to severance as set forth under Section 7.E.

Section 8: Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Las Gallinas Valley Sanitary District
~~300 Smith Ranch Road~~ 100 Lucas Valley Road, Suite 300
San Rafael, CA 94903

Michael Cortez
901 Innisfree Court
Vallejo, CA 94591

Alternatively, notices required pursuant to the agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 9: General Provisions

A. The text herein shall constitute the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing between the District and the

Employee and contains all of the covenants and agreements between the parties with respect to such employment in any manner whatsoever. Any prior agreements merge into this Agreement and specifically prior employment agreements merge into this agreement.

B. Each party to the Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and no other agreement, statement, or promise not contained in the Agreement shall be valid or binding. Any modification of the Agreement will be effective only if it is in writing and signed by both the General Manager and the Employee.

C. This Agreement shall be binding upon and inure to the benefit of the heirs of Employee.

D. If any provision, or any portion, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. This Agreement shall be interpreted under the laws of the State of California. Venue for any action shall be in the Superior Court for the County of Marin.

F. Employee understands that the Board may, from time to time, revise the District's policies. Employee understands that Employee is subject to those policies and procedures when they are not in conflict with the contents of this Agreement.

G. The Employee may reopen negotiations with regards to this Employment Agreement if the District has not come to agreement with the union on a Memorandum of Understanding between the District and Operating Engineers Local 3 by June 30, 2023. Any increase in salary or benefits renegotiated will be retroactive to July 1, 2023.

F.H. Nothing in this agreement prevents the employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that the employee has reason to believe is unlawful.

IN WITNESS WHEREOF, Las Gallinas Valley Sanitary District has caused this Agreement to be signed and executed on its behalf by General Manager, and duly attested by its District Secretary, and the Employee has signed and executed this Agreement the day and year first above written.

Date: _____

General Manager Las Gallinas Valley
Sanitary District

Dated: _____

Michael Cortez

ATTEST:

Seal

Teresa Lerch
District Secretary

APPROVED AS TO FORM:

David J. Byers, Attorney for
Las Gallinas Valley Sanitary District

EMPLOYMENT AGREEMENT

Between Las Gallinas Valley Sanitary District

And

Robert Liebmann (~~Plant Manager~~ Plant Manager)

This EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, ~~2019~~2021, by and between the Las Gallinas Valley Sanitary District, a special district, (“District or Employer”) and Robert Liebmann, (“Employee”) both of whom understand as follows:

WITNESSETH

WHEREAS, Employer desires to employ the services of Robert Liebmann as Plant Manager I or II of the Las Gallinas Valley Sanitary District; and

WHEREAS, it is the desire of the District Board, (“Board”) to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, Employee desires to continue employment as ~~Plant Manager~~ Plant Manager of the Las Gallinas Valley Sanitary District;

WHEREAS, both Employer and Employee have read this Agreement and understand its contents fully;

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

TERMS

Section 1: Duties

A. Employer hereby agrees to employ Robert Liebmann as ~~Plant Manager~~ Plant Manager to perform the functions and duties specified in the job description, attached as Exhibit "A" and to perform other legally permissible and proper duties and functions as the ~~Plant Manager~~ Plant Manager.

B. The ~~Plant Manager~~ Plant Manager shall be in charge of and responsible for the operation and management of the Treatment Plant, Laboratory, Reclamation Area, Pump Stations and the general business and governmental affairs of Employer in accordance with the laws of the United States of America and the State of California governing special districts as directed by the General Manager and as outlined in the ~~Plant Manager~~ Plant Manager job description. The ~~Plant Manager~~ Plant Manager shall do and perform all services, acts, and functions necessary or advisable to manage and conduct the business and governmental affairs of Employer as determined by the General Manager.

C. Employee agrees that during the term of this Agreement, Employee shall devote Employee's full energies, interests, abilities, and productive time to the performance of the duties and responsibilities as set forth in this Agreement and shall not conduct any business or render services of any kind for compensation, or undertake other business, professional or commercial activity.

D. Employee shall perform all duties with due diligence and with the best interest of Employer in mind.

E. Due to the nature of his employment which requires close proximity to Employer's facilities, Employee agrees to maintain his permanent residence to a distance within a 45-minute automobile drive of the Employer's office during non-commute hours. Employee is entitled to an Emergency Response Stipend of \$300 per month as a benefit for being a Stand-by Emergency Response employee.

Section 2: Term

A. Employment pursuant to the terms of this Agreement is "at will". Specifically, Employee serves as Plant Manager I or II at the pleasure of the General Manager, and as an at-will employee, can be terminated at any time, either with or without cause.

B. The term of this Agreement shall ~~commence~~ continue on ~~July 1, 2019~~ December 2, 2021 and end later on June 30, ~~2021~~ 2023, unless terminated before the expiration of the term in accordance with the provisions of this Agreement. In the event Employee continues employment with the District and the District has not completed contract negotiations with management employees by June 30, ~~2021~~ 2023, Employee's employment with the District shall still be covered by this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the General Manager to terminate the services of Employee at any time, subject only to the provisions set forth in Section 7 of this Agreement.

~~D.~~ Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 7 of this Agreement.

~~E.~~

~~F.~~

G.D.

Section 3: Salary

A. Employer agrees to initially compensate Employee the salary identified in ~~Plant~~ Plant Manager Salary Schedule attached as Exhibit "B" plus any appropriate ~~dual and triple certification and~~ longevity amounts.

~~B. Employee can receive dual and triple certification pay upon satisfactory completion of additional education or certification at the discretion of the General Manager. Additional certification must be of operational and/or financial benefit to the District. If it is deemed at a later date to no longer benefit the District, it may be revoked by the General Manager.~~

C.B. Longevity Amounts

- i. Employee can receive a longevity step at the beginning of their 7th year of employment with the District. The longevity step shall be 5.0%.
- ii. Employees in the "management bargaining unit" are eligible to receive a longevity step equal to three percent of base salary (3%) at the completion of 10 years of continuous employment with the District. Employees in the "management bargaining unit" are eligible to receive an additional longevity step equal to two percent of base salary (2%) at the completion of 15 years of continuous employment with the District.

~~D.C.~~ Prior to or within one month of his anniversary date, the General Manager shall review the performance of Employee and, at his or her sole discretion, may increase Employee's salary in accordance with the Step Schedule described in ~~Plant Manager II~~Plant Manager Salary Schedule.

~~E.D.~~ Further salary increases during the term of this Agreement shall be based on District Salary Surveys or, in part, on a performance review with the percentage salary increase determined by the General Manager (see Section 4, below).

~~F.E.~~ Effective the first ~~pay day in period that encompasses~~ ~~July 1, 2019~~2021, the Employee's compensation will be ~~\$15,448.04~~17,429 per month (Step 5) as set forth in Exhibit "B", the pay scale as of July 1, ~~2019~~2021. The base monthly compensation ~~reflects~~excludes the granting of ~~Dual and Triple Certification Pay in accordance with Section 3, paragraph B~~longevity pay in accordance with Section 3, paragraph C.

~~G.F.~~ ~~Effective July 1, 2022, the Employee will be entitled to a General Wage COLA increase based on the Consumer Price Index, San Francisco All Urban Consumers, April to April, with a minimum of 1% and maximum of 3.25~~2.75%; except as noted by the following:

~~i.~~ ~~Effective July 1, 2020, the wages for all management/confidential classifications shall be increased by 3.5%.~~

~~H.~~ In the event the Employee is requested to be Acting General Manager for more than seven consecutive days, on the eighth day the Employee's pay will be increased by 5% until the Employee is no longer in the position of Acting General Manager.

~~I.G.~~

Section 4: Performance Evaluation

The General Manager shall review and evaluate the performance of the Employee at least once annually, beginning with his first anniversary date as ~~Plant Manager~~ Plant Manager. Said review and evaluation shall be in accordance with specific criteria developed by Employer. The District and Employee may develop annual goals, objectives, and performance standards for Employee for the benefit of the District and in attainment of the District's policy objectives, and may further establish a priority among those goals, objectives, and performance standards. Additionally, the District may periodically establish goals and objectives regarding the Employee's performance of the duties of Plant Manager.

Section 5: Management Benefits

A. Employee shall be entitled any benefits specified for the Unrepresented Bargaining Group in the attached Exhibit "C". However, a specific description of certain of those benefits follows and the specific description below controls the rights and obligations of Employee and Employer for that specific benefit.

~~B.~~—Employee shall be entitled to a District vehicle. Employer shall pay for all expenses associated with this vehicle. Employee shall be permitted to use the vehicle for limited personal use only when Employee is either engaged in Employer activities or commuting to and from work. Reasonable personal use is allowable. If Employee ceases to be Plant Manager but is otherwise employed by Employer this vehicle benefit shall end.

B.

C. On July 1st of each year the Employee shall be granted a lump sum of 80 hours of Administrative leave. The allotment shall reset to 80 hours on July 1 of every year, regardless of the unused balance remaining from prior fiscal years.

D. Under the current defined benefit plan, pursuant to the Public Employees' Retirement Law (Government Code § 20000 et seq. ("PERL")), Employee is required to contribute 8% of the Employee's "compensation earnable and reportable" ("PER Sable compensation") toward the costs of said benefit plan.

E. Employee can choose either a District supplied smartphone or can be reimbursed the median for a 6 GB plan of the following wireless carriers (AT&T, Sprint and Verizon). Employees can be reimbursed for the phone purchases once every 3 years up to ~~\$250.88~~273.58. The allowance will be based on board approved General Wage COLA increases of each year. It is the sole responsibility of the employee to maintain their Employee owned phone. Employee shall be on call and maintain their phone in good working condition and in close proximity to respond to District emergencies as necessary or directed by the General Manager. Should the Employee terminate their employment with the District within one year of receiving a reimbursement for a phone, the Employee shall reimburse the District 50% of the purchase cost.

F. If Employee has outside health insurance coverage, the Employee may opt out of the District provided health insurance and receive an in-lieu payment of \$250 per month to offset the cost of the outside health insurance. The Employee must provide proof of health insurance coverage.

G. Employee, with the General Manager's consent, may purchase a tablet computer or laptop once in a four-year period and be reimbursed based on District policy. Should the

Employee terminate employment within two years of receiving the reimbursement, the Employee shall return to the District 50% of the cost so reimbursed.

H. Cash-Out of Vacation: The maximum amount of vacation time EMPLOYEE may accrue is 272 hours. All vacation hours purchased shall be compensated at the EMPLOYEE's current rate of pay and will be removed from the EMPLOYEE's accumulated vacation balance. In no event shall EMPLOYEE cash-outs result in a vacation balance of less than 40 hours. Such requests for cash-out of vacation hours shall be submitted in writing by the employee to the General Manager, who will verify and approve the request. Vacation requests must be submitted by June 1 and/or December 1 and will be processed on the following pay period. All vacation pay requests submitted by the payroll due date of the current pay period will be paid to employee on the payroll date of the current pay period. Otherwise, such requests will be processed for the following payroll date. This cash-out will be subject to applicable Federal and State Payroll Tax Law.

Section 6: Professional Development

A. Employer agrees to budget for and to pay for publications and subscriptions for Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer as determined solely by the General Manager.

B. Employer hereby agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for professional and office travel, meetings, and occasions

necessary to continue the professional development of Employee as determined solely by the General Manager.

C. Employer also agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for short courses, institutes, conferences, and seminars that are necessary for his professional development and for the good of the Employer as determined solely by the General Manager.

D. Employee shall obtain the General Manager's prior approval for any expenses in this Section which are not in the approved budget.

Section 7: Termination of Agreement and Severance Pay

A. The Agreement may be terminated at any time by either party in writing.

B. Both sides agree that it is preferable to provide thirty (30) days advance notice of termination, but such advance notice is not required.

C. "At Will" Employment: The parties to this Agreement expressly acknowledge that Employee is "at will" and serves at the pleasure of the General Manager. Employee may be terminated at any time with or without cause at the sole discretion of the District. The District recognizes the right of the Employee to terminate his employment at any time with or without reason.

D. Notwithstanding anything else contained in the Agreement, the terms and provisions of this Agreement shall terminate automatically and immediately upon the death or permanent disability of Employee.

E. In the event Employer wishes to terminate Employee without reference to cause, then Employee may be entitled to severance pay in a lump sum equal to three months of

Employee's current salary. The District shall only be obligated to pay this severance if the Employee agrees to execute a standard release agreement as prepared by the District that releases the District from any and all claims the Employee may have against the District. If the Employee refuses to sign this standard severance and release agreement, the Employee shall not be entitled to the severance pay. Notwithstanding any other provision in this Agreement, in accordance with Government Code § 53260, in the event this Agreement is terminated, the maximum cash settlement that Employee may receive shall be an amount equal to the monthly salary of Employee multiplied by the number of months left on the unexpired term of the Agreement. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18.

F. In the event Employee is terminated, the Employee shall be paid out for accrued but unused vacation time and administrative leave. Accrued sick leave benefits shall be paid in accordance with District personnel policy.

G. If Employee resigns at the request of the General Manager, Employee shall be deemed terminated without cause and may be entitled to severance as set forth under Section 7.E.

Section 8: Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Las Gallinas Valley Sanitary District
~~300 Smith Ranch Road~~ 100 Lucas Valley Road, Suite 300
San Rafael, CA 94903

Robert Liebmann
75 Rockrose Way
Novato, CA 94945

Alternatively, notices required pursuant to the agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 9: General Provisions

A. The text herein shall constitute the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing between the District and the Employee and contains all of the covenants and agreements between the parties with respect to such employment in any manner whatsoever. Any prior agreements merge into this Agreement and specifically prior employment agreements merge into this agreement.

B. Each party to the Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and no other agreement, statement, or promise not contained in the Agreement shall be valid or binding. Any modification of the Agreement will be effective only if it is in writing and signed by both the General Manager and the Employee.

C. This Agreement shall be binding upon and inure to the benefit of the heirs of Employee.

D. If any provision, or any portion, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. This Agreement shall be interpreted under the laws of the State of California. Venue for any action shall be in the Superior Court for the County of Marin.

F. Employee understands that the Board may, from time to time, revise the District's policies. Employee understands that Employee is subject to those policies and procedures when they are not in conflict with the contents of this Agreement.

G. The Employee may reopen negotiations with regards to this Employment Agreement if the District has not come to agreement with the union on a Memorandum of Understanding between the District and Operating Engineers Local 3 by June 30, 2023. Any increase in salary or benefits renegotiated will be retroactive to July 1, 2023.

F.H. Nothing in this agreement prevents the employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that the employee has reason to believe is unlawful.

IN WITNESS WHEREOF, Las Gallinas Valley Sanitary District has caused this Agreement to be signed and executed on its behalf by General Manager, and duly attested by its District Secretary, and the Employee has signed and executed this Agreement the day and year first above written.

Date: _____

General Manager
Las Gallinas Valley Sanitary District

Dated: _____

Robert Liebmann

ATTEST:

Teresa Lerch
District Secretary

APPROVED AS TO FORM:

David J. Byers, Attorney for
Las Gallinas Valley Sanitary District



Agenda Summary Report

To: Board of Directors
From: Mel Liebmann, Plant Manager
(415) 526-1519 mliebmann@lgvsd.org
Meeting Date: December 2, 2021
Re: October 24, 2021 Storm Event Operational Impact Report
Item Type: Consent _____ Action _____ Information X Other _____.
Standard Contract: Yes _____ No _____ (See attached) Not Applicable X .

STAFF RECOMMENDATION

Information only.

BACKGROUND

On October 24, 2021 A unique combination of bomb-cyclogenesis and atmospheric river conditions brought extreme rainfall, high winds and widespread flooding to many parts of Marin County. The storm resulted in the District’s watersheds receiving the highest recorded level of rainfall (6.47 inches) in a 24-hour period.

The sewage collection system and the wastewater treatment plant were stress tested in a way that is unprecedented in the District’s history. Plant operators’ ability to respond to these conditions were complicated by limitations, some known, and some revealed, in the Secondary Treatment Plant Upgrade and Recycled Water Expansion (STPURWE) project.

The collections system staff did a fine job managing the pump stations and monitoring known bottlenecks in the gravity sewer system in light of having assumed responsibility for the major pump stations earlier in the year. Due to their actions, the sewage conveyance functions of the District weathered the storm relatively well, with only minor spills in known capacity related areas in the collection system.

Treatment plant staff struggled with an unmanageable number of challenges throughout the storm. Key process instrumentation did not function properly. A chemical delivery line for the de-chlorination system had been damaged by construction activity that week and required immediate repair. The automated controls for the chlorination/de-chlorination systems had only been validated under low flow conditions. Systems necessary for bypassing excessive flows around secondary treatment and boosting plant effluent flows against high water conditions in Miller Creek, were unavailable. A host of additional factors conspired to make this the most difficult day for treatment plant operations.



The conditions resulted in a spill of wastewater from the treatment plant headworks, and several equipment related effluent violations when influent flows exceeded a rate of 20 million gallons per day (mgd). The new secondary treatment process performed well during the storm; however, flow was limited to 8 mgd by the existing secondary clarifier. The secondary treatment process design flow capacity is 18 mgd, which will be realized with the completion of two new secondary clarifiers. The high flows experienced required a large percentage of plant flow bypassed secondary treatment during the storm.

PREVIOUS BOARD ACTION

N/A

ENVIRONMENTAL REVIEW

N/A

FISCAL IMPACT

Potential impact if fines are assessed by the San Francisco Regional Water Quality Control Board. Staff estimates three violations costing \$3,000 each for a total of \$9,000.



Agenda Summary Report

To: Board of Directors
 From: Michael P. Cortez, PE, District Engineer
 (415) 526-1518; mcortez@lgvsd.org
 Meeting Date: December 2, 2021
 Re: Secondary Treatment Plant Upgrade and Recycled Water Expansion Project -
 2% Contingency Increase #5
 Item Type: Consent _____ Action X Information _____ Other _____
 Standard Contract: Yes _____ No _____ (See attached) Not Applicable X

STAFF RECOMMENDATION

1. Board to approve an additional 2% construction contingency in the amount of \$1,000,000 for the Secondary Treatment Plant Upgrade and Recycled Water Expansion (STPURWE) Project.
2. Board to authorize a budget reallocation in the amount of \$388,000 from the current FY 2021/22 CIP budget.
3. Board to authorize a budget transfer in the amount of \$612,000 from Capital Reserves.

BACKGROUND

As of October 2021, the remaining construction contingency of \$4,160,598 may be insufficient to cover outstanding Potential Change Orders (PCOs) and other items necessary to complete construction of the STPURWE project. An additional 2% construction contingency in the amount of \$1,000,000 is warranted to ensure proper contract closeout with Myers and Sons Construction and timely completion of the project components.

1. Potential Change Orders	
a. Outstanding PCOs	\$1,914,826
b. Secondary Clarifier #1 Rock Excavation (est.)	\$400,000
c. Secondary Clarifier #2 Rock Excavation (est.)	\$100,000
2. Additional Project Components	
a. Dual Fuel Tank (Board approved)	\$293,535
b. Thickened Waste Activated Sludge Structure (est.)	\$300,000
c. BioWheel Access Platform (est.)	\$100,000
d. Decant Station (est.)	\$100,000
3. Potential Claims (In negotiation)	
a. PG&E Delay (est.)	\$950,000
b. COVID-19 (est.)	<u>+\$300,000</u>
Total:	\$4,458,361

As reported to the Engineering Subcommittee on November 19, 2021, the potential claims have not been accepted by the District; however, they should be accounted for budgetary purposes. In addition, the Dual Fuel Tank and other additional project components are semi-discretionary



and may be assigned as future CIPs pending contingency status. Any unused contingency funds will be reallocated to Capital Reserves.

PREVIOUS BOARD ACTION

1. Award of contract to Myers & Sons Construction, LLC for construction of STPURWE project on November 15, 2018.
2. Approval of a 5% construction contingency on November 15, 2018.
3. Approval of a 6.5% construction contingency increase on February 20, 2020.
4. Approval of a 2.5% construction contingency increase on August 20, 2020.
5. Approval of a 2% construction contingency increase on August 19, 2021.
6. Approval of Dual Fuel Tank CCO on October 7, 2021.

ENVIRONMENTAL REVIEW

N/A

FISCAL IMPACT

The funding sources for this contingency increase are budget reallocation from the current FY 2021/22 CIP budget and funds transfer from Capital Reserves summarized as follows:

1.	Fencing Improvements ^(a)	\$58,000
2.	Annual Plant Paving ^(a)	\$41,964
3.	Chemical Tanks Replacement & Eyewash Station ^(a)	\$60,000
4.	St. Vincent's Pump Station Improvements ^(b)	\$100,000
5.	Digester Improvements ^(c)	<u>\$128,036</u>
	Subtotal:	\$388,000
	Capital Reserves ^(d) :	<u>\$612,000</u>
	Total:	\$1,000,000

Notes:

- (a) - These projects currently overlap with the STPURWE project. Staff will reevaluate after completion of the STPURWE project and reschedule as future CIP.
- (b) - St. Vincent's Pump Station Improvements may be deferred until next fiscal year without significantly impacting pump station operations.
- (c) - Digester Improvements is deferred until next fiscal year due to the rescheduled cleaning of the Secondary Digester. The budget reallocation will leave a remaining budget of \$171,964, which will be used for structural evaluation and potential repairs of the concrete structure after completion of the cleaning.
- (d) - This is in addition to Capital Reserves that have been used to cover unfunded expenses of the STPURWE project. Staff will reconcile these expenses with Capital Reserves and make additional FY 2021/22 CIP budget adjustments as necessary.



Agenda Summary Report

To: Board of Directors
From: Dale McDonald, Administrative Services Manager *DM*
 (415) 526-1519 dmcDonald@lqvsd.org
Meeting Date: December 2, 2021
Re: Board Member Vacancy Announcement
Item Type: Consent Action Information Other
Standard Contract: Yes No (See attached) Not Applicable

STAFF RECOMMENDATION

The Board formally accept the resignation of Director Rabi Elias, effective December 2, 2021, and announce that a vacancy on the District Board of the Las Gallinas Valley Sanitary Department exists.

The Board should also determine the application period to receive candidate applications, recommended to be from December 3, 2021 to December 20, 2021.

The Board should also designate the date(s) and time(s) in early January to hold interviews with qualified candidates.

BACKGROUND

Board Member Rabi Elias previously declared on September 15, 2021 his written intent to resign from the District Board on December 2, 2021. Gov. Code § 1780 and Board Policy B-90 addresses the process for filling vacancies in elective office of a governing board for special districts. The Board expressed interest to fill the vacancy by appointment rather than call for an election.

Once a vacancy exists, the Board shall request applications from the public by posting a Public Notice (Attachment A) in at least three or more conspicuous places in the district for at least 15 days prior to making an appointment. In addition, the notice will be published in the Marin Independent Journal. The application period, requirements, responsibilities, and filing deadline are included in the attached notice. Because the appointment must occur within 60 days of the vacancy staff is recommending setting December 20, 2021 as the filing deadline. The Marin County Registrar of Voters will be notified of the vacancy.

Applicants must complete the District's Application Form (Attachment B) and attach a resume and submit it to the Secretary of the Board within the specified application period. Interviews will need to be scheduled with the Board in early January. The Board would then appoint the selected candidate at a future board meeting anticipated to be held on January 20, 2022.



PREVIOUS BOARD ACTION

On October 7, 2021, the Board approved a Press Release and communications plan to announce the upcoming vacancy.

ENVIRONMENTAL REVIEW

N/A

FISCAL IMPACT

None

ATTACHMENTS

- A. Public Notice Announcing Vacancy *(draft)*
- B. Board Vacancy Application Form *(draft)*



101 Lucas Valley Road, Suite 300, San Rafael, CA 94903
www.lgvsd.org

PUBLIC NOTICE:

**Vacancy on Las Gallinas Valley Sanitary District
Board of Directors**

Application Period: December 3, 2021 – December 20, 2021

REQUIREMENTS: Candidates must live in the Las Gallinas Valley Sanitary District (LGVSD) 16 square mile service area, which encompasses the northern part of the City of San Rafael and surrounding unincorporated areas of Marin County, including the communities of Lucas Valley, Marinwood, Santa Venetia and Terra Linda.

Prospective candidates must confirm residency requirements and voter registration requirements with the Marin County Elections Office.

RESPONSIBILITIES: The Board of Directors sets the policies for the activities and affairs of LGVSD. Board Members are expected to attend all regular board meetings on the first and third Thursday of every month at 4:00 p.m., and additional meetings scheduled as needed. Board Members also serve on committees with regularly scheduled meetings.

PROCESS: Applications are available online at www.lgvsd.org and from the District Office located at 101 Lucas Valley Road, Suite 300, San Rafael, Monday through Friday between the hours of 6:30 a.m. and 3:00 p.m. If you have questions, contact Teri Lerch, District Secretary at (415) 472-1734. Candidate interviews with current Board Members are scheduled for **January ____, 2022 at ____ p.m.** in the LGVSD Board Conference Room. The Board of Directors plans to appoint the selected candidate at a board meeting in January 2022.

FILING DEADLINE: A signed hard copy of the completed application must be physically received by District administrative staff by 3:00 PM, Monday, December 20, 2021, at the District Office, 101 Lucas Valley Road, Suite 300, San Rafael, CA 94903. The District is not accepting emailed applications.

TERM OF OFFICE: The appointment will be effective until December 2022. The Board seat will be on the November 2022 ballot.



Las Gallinas Valley Sanitary District
APPLICATION FOR MEMBER OF BOARD OF DIRECTORS

NAME:		
ADDRESS:		
PHONE: (Day)	(Evening)	(Cell)
EMAIL:		
PRESENT POSITION:		
NAME OF FIRM:		
BUSINESS ADDRESS:		
EDUCATION:		
NUMBER OF YEARS I HAVE BEEN A RESIDENT OF LGVSD:		
COMMUNITY GROUPS AND AFFILIATIONS:		
FILING DEADLINE: A SIGNED HARD COPY OF THIS APPLICATION MUST BE RECEIVED BY DISTRICT ADMINISTRATIVE STAFF NO LATER THAN 3:00 P.M. DECEMBER 20, 2021 AT THE DISTRICT OFFICE, 101 LUCAS VALLEY ROAD, SUITE 300, SAN RAFAEL, CA 94903.		

MY REASONS FOR WANTING TO SERVE ARE:


Per Government Code Section 1780, the Board of Directors is required to fill this vacancy expediently. As such, it is anticipated that round of interviews will be scheduled for **January ____, 2022 at ____ p.m.** If you are invited to the interviews, please **confirm your availability.**

DATE:

SIGNATURE:



Agenda Summary Report

To: Board of Directors
From: Teri Lerch, Board Secretary 
 (415) 526-1510; tlerch@lgvsd.org
Mtg. Date: December 2, 2021
Re: Resolution to Express Appreciation for Rabi Elias' Dedicated Service
 to Las Gallinas Valley Sanitary District
Item Type: Consent _____ Action X Information _____ Other _____
Standard Contract: Yes _____ No _____ (See attached) Not Applicable X .

STAFF RECOMMENDATION

Board review and approve Resolution 2021-2232, A Resolution to Express Appreciation for Rabi Elias' dedicated service to Las Gallinas Valley Sanitary District.

BACKGROUND

Rabi Elias has served as a Board of Director for the Las Gallinas Valley Sanitary District since January 15, 2013. On September 2, 2021 Board member Elias confirmed he was resigning his seat on the Board for personal reasons effective December 2, 2021.

PREVIOUS BOARD ACTION

N/A

ENVIRONMENTAL REVIEW

N/A

FISCAL IMPACT

N/A

RESOLUTION NO. 2021-2232

**A RESOLUTION TO EXPRESS APPRECIATION FOR RABI ELIAS’
DEDICATED SERVICE TO**

LAS GALLINAS VALLEY SANITARY DISTRICT

RESOLVED, by the Sanitary Board of the Las Gallinas Valley Sanitary District, Marin County, California, as follows:

WHEREAS, Rabi Elias was first appointed to the Las Gallinas Valley Sanitary District Board of Directors in January, 2013; and

WHEREAS, Rabi has set and maintained high standards for himself as an elected Board Member and for other Board Members and staff to follow; and

WHEREAS, Rabi was active in the community serving on North Bay Water Reuse Authority; and

WHEREAS, Rabi had a successful career at the Ross Valley Sanitary District, encouraged and supported Las Gallinas Valley Sanitary District to make improvements to the District wastewater treatment and recycling operation, the administrative process and employee development.

NOW THEREFORE IT IS HEREBY RESOLVED that on behalf of the Board of Directors, the District staff and the rate-paying residents, we thank you for your 8 years of professional dedication as Board Member of the District and wish you and your family the best in the future.

BE IT FURTHER RESOLVED that the Board of Directors and staff of Las Gallinas Valley Sanitary District extend their best wishes to Rabi Elias for all his future endeavors and wish him many happy rewarding years filled with all the good things of life.

* * * * *

I hereby certify that the forgoing is a full, true and correct copy of a resolution duly and regularly passed and adopted by the Sanitary Board of the Las Gallinas Valley Sanitary District, Marin County, California, at a meeting thereof held on December 2, 2021 by the following vote of the members thereof:

- AYES, and in favor thereof, Members:
- NOES, Members:
- ABSTAIN, Members
- ABSENT, Members:

APPROVED:

Crystal J. Yezman Board President
Las Gallinas Valley Sanitary District

ATTEST:

(SEAL)

Teresa Lerch, District Secretary
Las Gallinas Valley Sanitary District

AGENDA ITEM 9

12/2/2021

PUBLIC COMMENT

This portion of the meeting is reserved for persons desiring to address the Board on matters not on the agenda and within the jurisdiction of the Las Gallinas Valley Sanitary District. Presentations are generally limited to three minutes. All matters requiring a response will be referred to staff for reply in writing and/or placed on a future meeting agenda. Please contact the General Manager before the meeting.

12/2/2021

BOARD MEMBER REPORTS

CLARK

NBWA Board Committee, NBWA Conference Committee, 2021 Operations Control Center Ad Hoc Committee, 2021 Employee Climate Survey Ad Hoc Committee, Other Reports

ELIAS

NBWRA , Ad Hoc Engineering Sub-Committee re: STPURWE, 2021 GM Evaluation Ad Hoc Subcommittee, 2021 Operations Control Center Ad Hoc Committee, Other Reports

MURRAY

Marin LAFCO, CASA Energy Committee, 2021 GM Recruitment Ad Hoc Subcommittee, 2021 Legal Services Ad Hoc Committee, 2021 Employee Climate Survey Ad Hoc Committee, Marin Special Districts Association, Other Reports

SCHRIEBMAN

Gallinas Watershed Council/Miller Creek Watershed Council, JPA Local Task Force, NBWA Tech Advisory Committee, Other Reports

YEZMAN

Flood Zone 7, CSRMA, Ad Hoc Engineering Sub-Committee re: STPURWE, 2021 Legal Services Ad Hoc Committee, 2021 GM Recruitment Ad Hoc Subcommittee, Other Reports



AGENDA

Agenda Item 10.3
 Date December 29, 2021

Air Quality, Climate Change, and Energy (ACE) Workgroup Meeting

Meeting Date/Time: November 16, 2021 / 8:30 – 10:30 am
Meeting Location: Zoom Link (provided in the meeting appointment)
Dial-in: Zoom Call-In (provided in the meeting appointment)

COMMENCEMENT

ITEM	LEAD
Welcome/Roll Call	Jackie Zipkin (Chair), Greg Kester and Sarah Deslauriers (CASA)
Review/Approval of Agenda	All

PRIORITY ISSUES/ACTION ITEMS

	ITEM	LEAD	NOTES
1.	AB 32 Scoping Plan Update: Carbon Neutrality by 2045 (or 2035?!)	Sarah	Workshop Series on Natural & Working Lands (next steps for AB 284 and SB 27), Clean/Renewable Electricity, Vehicle Electrification, SLCPs, Scenario Inputs, and Environmental Justice, recent workshops held Oct 29 and Nov 2
2.	CARB Advanced Clean Vehicle Regulations (Electrification)	Sarah, Greg, David, Steve	Advanced Clean Truck Rule (2020) & Advanced Clean Fleet Rule (2021) , adoption of 2020 Mobile Source Strategy Oct 26, EJ petition to exclude fuels from biomethane from dairy and swine heard Oct 26, CARB Board outreach continues, comments submitted Oct 29, subgroup met with CARB Execs Nov 5, upcoming workshop Nov 17 on the emissions inventory details
3.	SB 100 Joint Agency Report: Achieving 100% Clean Electricity in California	Sarah	Report represents an initial assessment, workshop held Nov 1 on approach to include non-energy benefits and social costs in future, other efforts underway in water sector in collaboration with CEC to address Governor’s Emergency Proclamation
4.	SB 1383: Organic Waste Methane Emissions Reductions	Greg, Sarah	SB 1383 , CalRecycle Webinar Series: Recycling and Disposal Reporting System (RDRS) Requirements held Oct 26 + SB 619 webinar to be held Nov 18
5.	Cap-and-Trade Fourth Investment Plan	Sarah	Draft Final Fourth Investment Plan workshop Nov 19 , CASA to comment during workshop
6.	CA Adaptation Update	Sarah	Coastal Commission Public Review Draft of Critical Infrastructure Sea Level Rise Guidance (comments submitted Sept 24), draft CA Adaptation Strategy update released (comments due Nov 17!), SWRCB climate change preparedness survey expected late 2021
7.	Criteria Pollutants & Toxics Emissions Reporting & AB 2588 Toxics Program	Sarah, David	Summary of CTR and EICG , CARB Final Statement of Reasons released, business-as-usual reporting of air toxics through 2028, to outline approach for statewide two-step process this fall

INFORMATIONAL ITEMS

	ITEM	LEAD	NOTES
1.	Carbon Sequestration Meta-Analysis	Rebecca	Invitation to assist systematic review into early 2022
2.	Biogas/Biomethane Management: EPA Renewable Fuel Standard RINs	Greg	EPA staff to consider D3 vs D5 value for sludge vs food waste-based biogas, submitted national data
3.	CPUC SB 1440 Biogas Procurement Proceedings	Greg	Comments on Staff Proposal submitted June 30
4.	New BACT for Large Emergency Diesel Engines: BAAQMD, SMAQMD, SCAQMD	Sarah, David	BAAQMD and SMAQMD process complete; SCAQMD public process underway

UPCOMING CONFERENCES/EVENTS

NAME	DATE/LOCATION
California Bioresources Alliance Symposium	Nov 18-19, Virtual
CASA Clean Water Summit Partners Advanced Treatment Webinar for Policymakers	Dec 6, Virtual
Water Utility Resilience Forum	Dec 13-15, Miami
CASA Winter Conference	Jan 19-21, Palm Springs

NEXT MEETING: December 14th, 8:30 to 10:30 am (webinar/conference call)

Air Quality, Climate Change, & Energy (ACE) Workgroup Meeting

November 16, 2021 (8:30 – 10:30 am)

Zoom Link – See Meeting Appointment



1

Priority Issues/
Action Items



2

2. CARB Advanced Clean Fleet (ACF) Regulations

- **Mandate: Zero-emission fleets by 2045** (Governor pushing for 2035, considered in Scoping Plan Update scenarios)
 - Draft regulatory language released Aug 25th
 - CARB to release a second draft regulation early 2022
 - Target adoption by summer 2022

- **Workshops held/Actions since last workshop:**
 - Nov 17th – Emissions Inventory
 - Comments on Oct 6th, 13th, and 26th Workshops submitted Oct 29th
 - Met with CARB Execs Nov 5th – committed to find a solution for biogas

- **CASA Actions**
 - Meet with CARB Board Members and Executives
 - Subgroup meeting being scheduled

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3. SB 100 Joint Agency Report (Workshop)

- 100% Clean Energy Act of 2018
- Renewable and zero-carbon resources to supply 100% of electric retail sales to end-use customers by 2045
- CEC, CPUC, and CARB drafted joint agency report identifying pathways to achieve mandate (initial assessment)
- Nov 1st – Joint Agency Workshop on *Planning for Senate Bill 100 Analysis of Non-Energy Benefits, Social Costs and Reliability*
 - Session 1 – Non-energy benefits and social costs
 - Session 2 – Modeling approaches and data inputs/assumptions to evaluate the reliability of different renewable and zero-carbon resource builds to support SB 100.
- Scoping Plan scenarios include stationary uses for biogas utilization

6



5. Draft Final Cap-&-Trade 4th Investment Plan

- FY **2022/23** – 2024/25
- Guiding Principles for allocating funding:
 - Implementation of State Climate Goals
 - Advancing Equity and Environmental Justice
 - Improving Public Health
 - Supporting a Climate-Resilient and Prosperous Economic Future
 - Fostering Interagency Coordination
- Comments on draft submitted 9/17
- Draft Final version released 10/27



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5. Draft Final Cap-&-Trade 4th Investment Plan

- Did not acknowledge CASA as an information source
- Appendix B – Analysis of Potential Investment Types (including sector specific allocations)
 - Did not highlight wastewater sector in all areas it benefits
 - Very little mention of wastewater overall
- Workshop on 11/19 – CASA to comment
- Final plan due Jan 2022



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6. CA Adaptation: Natural Resources Agency efforts

- Approach taken to update 2021 Strategy:
 - Set strategic direction and identify needed outcomes.
 - Unify efforts across all sectors and regions.
 - Help all Californians understand and contribute to California's climate resilience.
- Format (pdf and web-based)
 - **Priority:** To see the state's key priorities for building climate resilience and how state agencies are working to advance them, begin by exploring each priority.
 - **Goal:** Per Priority, the Strategy has specific goals and actions.
 - **Region:** To learn about climate challenges and related state efforts in a specific region, select from nine different geographic regions across the state.

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6. CA Adaptation: Natural Resources Agency efforts

- Priorities (with associated goals and actions)
 - Strengthen Protections for Climate Vulnerable Communities
 - Bolster Public Health and Safety in Light of Increasing Climate Risks
 - Build a Climate Resilient Economy
 - Accelerate Nature-Based Climate Solutions and Strengthen Climate Resilience of Natural Systems
 - Make Decisions Based on the Best Available Climate Science
 - Partner and Collaborate to Leverage Resources
- Wastewater is mentioned 5 times, water reuse and wastewater recycling 3 times in 70 pages (but worthy mentions)
- Focus is heavy on water resources, mentioned 65 times

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7. Next steps for the Wastewater Sector...

- CASA One-Page Summary holds true (per FSOR)
- CASA to draft proposed structure for Two-Step Process with members October/November, addressing:
 - Timeline (phasing)
 - Estimated budget (by phase)
 - Needed support/expertise to inform budget estimate
 - Defining participating agencies

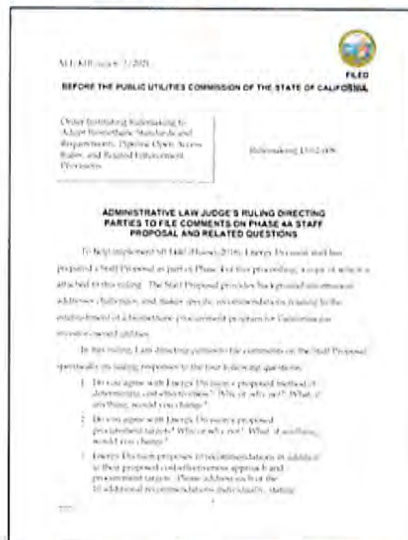


Informational Items



3. CPUC SB 1440 Biogas Procurement Proceedings

- CASA is a party to the proceedings
- Staff Proposal released June 3rd
 - Consult with CARB to develop staff report
 - Determine if biomethane procurement targets or goals can be adopted in a cost-effective manner while complying with state and federal law
 - Consider 14 specific issues to ensure compliance with CA Public Utilities (PU) Code Section 651(b)
- Recommendation: Approve mandatory biomethane procurement program for CA's four large gas IOUs
- Comments submitted June 30th



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4. New BACT for Large Emergency Diesel Engines ≥1,000 bhp – Tier 4 Engines

- Responding to Air Districts
 - Bay Area AQMD – comments submitted by BACWA 2/23
 - Sacramento Metro AQMD – comments submitted by CASA 4/30
 - South Coast AQMD – likely to adopt requirements similar to BAAQMD and SMAQMD (BACT scientific review meeting)
- CARB and local air districts are also exploring electrified back-up engines and fuel cells for the future



22

CASA ACE 11 16 21

Comments

From Cathy Pieroni, IEUA to Everyone 08:40 AM

I like having a virtual option

From Dru Whitlock to Everyone 08:41 AM

is there a limit to the number who can attend?

From Mary Cousins, BACWA to Everyone 08:41 AM

I like the idea of having some of the events in person, but not all of them need to be in person.

From Matt Hoeft, EBMUD to Everyone 08:42 AM

Very good point Heidi. Also sometimes hard to get approval for travel!

From Dru Whitlock to Everyone 08:43 AM

is there a limit to the number who can attend in person?

From Dru Whitlock to Everyone 09:10 AM

David - that explanation was helpful. has there been an effort to illustrate these overlapping regulatory jurisdictions. wondering if that illustration would help folks understand the complexity?

has there been an estimate of how many sewer vector trucks are needed statewide? and is the only vehicle application that can run on electricity in our sector?

*cannot run ... not run ... sorry

From David Rothbart (LACSD) to Everyone 09:13 AM

Good question. We attempt to explain this complexity verbally to folks whenever possible. Local air districts, CARB, CAPCOA and CalRecycle understand, but these regulators are not working together.

From Mary Cousins, BACWA to Everyone 09:19 AM

I agree that conflating the two issues isn't necessarily helpful. If amazing electric vehicles become available, we will still have all the biogas to utilize on-site so we need a pathway for that too.

From Dru Whitlock to Everyone 09:21 AM

Mary - that is exactly right. Thank-you!

From Will Higgins | American Biogas Council to Everyone 09:23 AM

As an aside, the US DOE Supertruck 3 program is a good indication of where electric trucks are. Among most OEM's, these programs are still in their infancy. <https://www.energy.gov/articles/doe-announces-162-million-decarbonize-cars-and-trucks> <https://www.truckinginfo.com/10155233/doe-announces-supertruck-3-electric-truck-projects>

From David Rothbart (LACSD) to Everyone 09:29 AM

Teresa Lerch

From: Teresa Lerch
Sent: Friday, November 19, 2021 8:08 AM
To: Teresa Lerch
Subject: FW: 2021 Biosolids and Renewable Energy Seminars
Attachments: ATT00001.txt

C. Murray

From: Ace <ace-bounces@lists.casaweb.org> On Behalf Of Greg Kester via Ace
Sent: Thursday, November 18, 2021 4:30 PM
To: biosolids@lists.casaweb.org; ace@lists.casaweb.org
Subject: [Ace] 2021 Biosolids and Renewable Energy Seminars

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Hello everyone – Please find at this link: <https://casaweb.org/calendar/speaker-presentations/> the presentations from this years Biosolids and Renewable Energy Seminars co-hosted by CASA and CWEA. They were conducted October 13th in Oakland and October 14th in Costa Mesa. I would like to extend a warm thank you to all who attended and all of our presenters! And a special thank you to our hosts: the San Francisco Regional Water Board and the Southern California Coastal Water Research Project (SCCWRP). Please let me know if you have any questions or comments. Thanks - Greg

Stay Positive – Test Negative!

Greg Kester
Director of Renewable Resource Programs
CA Association of Sanitation Agencies
925 L Street, Suite 200
Sacramento, CA 95814
PH: 916 446-0388
Mobile: 916 844-5262
gkester@casaweb.org

 www.casaweb.org





BOARD MEMBER MEETING ATTENDANCE REQUEST

Date: _____ Name: _____

I would like to attend the _____ Meeting
of _____

To be held on the _____ day of _____ from _____ a.m. / p.m. to
_____ day of _____ from _____ a.m. / p.m.

Location of meeting: _____

Actual meeting date(s): _____

Meeting Type: (In person/Webinar/Conference) _____

Purpose of Meeting: _____

Meeting relevance to District: _____

Request assistance from Board Secretary to register for Conference: YES NO

Frequency of Meeting: _____

Estimated Costs of Travel (if applicable): _____

Date submitted to Board Secretary: _____

Board approval obtained on Date: _____

Please submit this form to the Board Secretary no later than 1 week prior to the Board Meeting.

12/2/2021

BOARD AGENDA ITEM REQUESTS

Agenda Item 11B

- Separate Item to be distributed at Board Meeting
- Separate Item to be distributed prior to Board Meeting
- Verbal Report
- Presentation

MMWD looking at bond funding

'CHANGE OF DIRECTION'

More than \$100M could be sought for projects

By Will Houston

whouston@marinij.com

In planning for how to pay for a proposed \$100 million water pipeline across the Richmond-San Rafael Bridge, the Marin Municipal Water District is weighing whether to pursue more bond funding for other projects.

The district plans to issue bonds in January if it proceeds with the 8-mile pipeline project, which would pump in water purchased from the Sacramento Valley.

On Friday, the district board and staff met to discuss whether the agency should look to secure more than \$100 million in bond funding to pay for separate projects such as upgrading all water meters to wireless meters, replacing aging storage tanks and adding capacity to the North Bay Aqueduct.

Larry Bragman, a member of the district board, questioned why it would seek bond funds for the projects when it recently adopted a controversial fee meant to pay for such projects with cash instead of debt.

"This is a distinct change of direction," Bragman said.

The board adopted the fee, known as a capital maintenance fee, in 2019. The five-year fixed fee is based on ratepayers' water meter size, the fee increasing with meter size. Most customers

BONDS» PAGE4

Bonds

FROM PAGE 1

have between a 5/8-inch and 1-inch water meter, with fee amounts for those ranging from \$163 to \$409 per year.

The district adopted the fee to provide about \$16.5 million or more annually to pay for the \$241 million in planned equipment repairs for the next decade and avoid paying millions of dollars in interest on debt.

Ben Horenstein, the district general manager, agreed with Bragman that using bond funds would be a change in direction. But he said using the fee revenues alone on some of the other projects would deplete funds available for other intended uses.

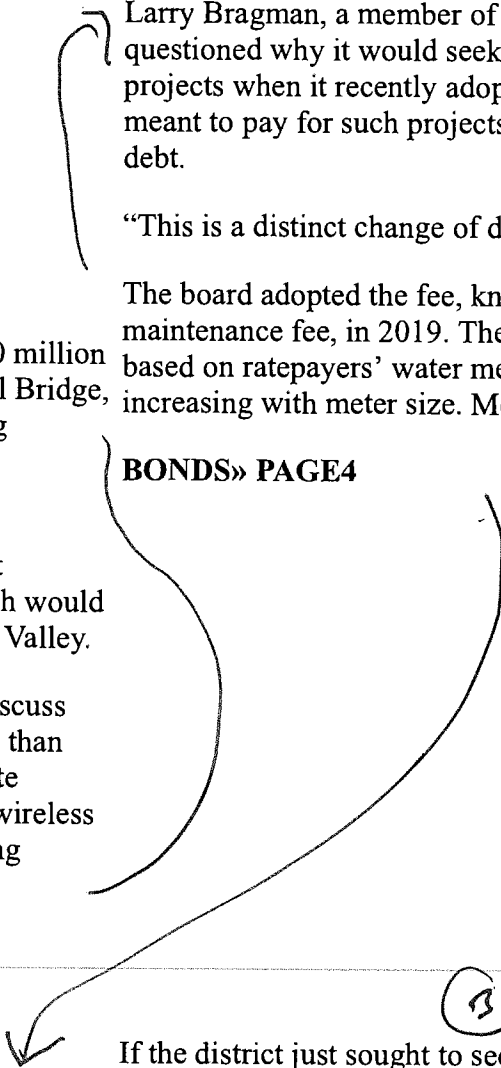
Horenstein said the district staff and the board have also previously discussed using a mix of bond funds and fee revenues to pay for projects over the long term.

If the district just sought to secure funding for the pipeline, it would seek about \$100 million in bond funding with an annual debt service payments of \$5.2 million. To repay it, district staff recommend a rate increase of 5% in addition to the already approved 4% annual rate increases. McBride told the board that the 5% rate increase could be spread over a few years rather than be implemented all at once.

If the district pursued an extra \$50 million on top of that, the annual debt payments would increase to \$7.8 million and would require a rate increase of 7.3%, McBride said. Should the board decide not to pursue the pipeline but seek \$60 million for separate projects, that would result in \$3.2 million in annual debt payments and require a 3% rate increase to cover.

The idea to use bonds to pay for other projects received mixed reviews from some members of the public.

Mimi Willard, president of the Coalition of Sensible Taxpayers, said the discussion on Friday showed the district has not made a good case for why it needs to raise more bond funds and rates for other projects.



2

“That’s kind of what this opportunity is. If we just wanted to focus on the intertie we could do that for this bond offering,” Horenstein told the board, referring to the pipeline.

Cynthia Koehler, the board president, raised concerns about the lack of proposed conservation projects. The staff presented one option on Friday of spending up to \$5 million to continue funding turf replacement rebates.

“I don’t see a path to spending \$100 million on the intertie and spending really peanuts on conservation,” Koehler said. “I think that plays right into the concerns that we are doing this big project so that we can water lawns and medians.”

“I don’t think we can talk out of both sides of our mouths here,” she said. “I’m not going to be comfortable spending \$100 million so that we can continue to be using water unsustainably over the long term for unnecessary outdoor use.”

The board is set to meet to discuss the pipeline financing again on Dec. 9 before holding a hearing on Jan. 4 to decide whether to authorize the bond sales.

Chuck McBride, the district finance director, described several scenarios the board could use in deciding on the bonds.



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“I think you really need to give some serious thought about how you can credibly sell what you’re proposing to do here in the absence of a longterm plan,” Willard told the board.

The coalition previously filed a lawsuit against the district challenging the legality of the capital maintenance fee.

Two Marin Conservation League board members advocated for issuing the bonds, given low interest rates as well as the critical need to complete long-delayed repairs and replacements of aging equipment.

“Turn this crisis into an opportunity,” league board member Larry Minikes told the board.

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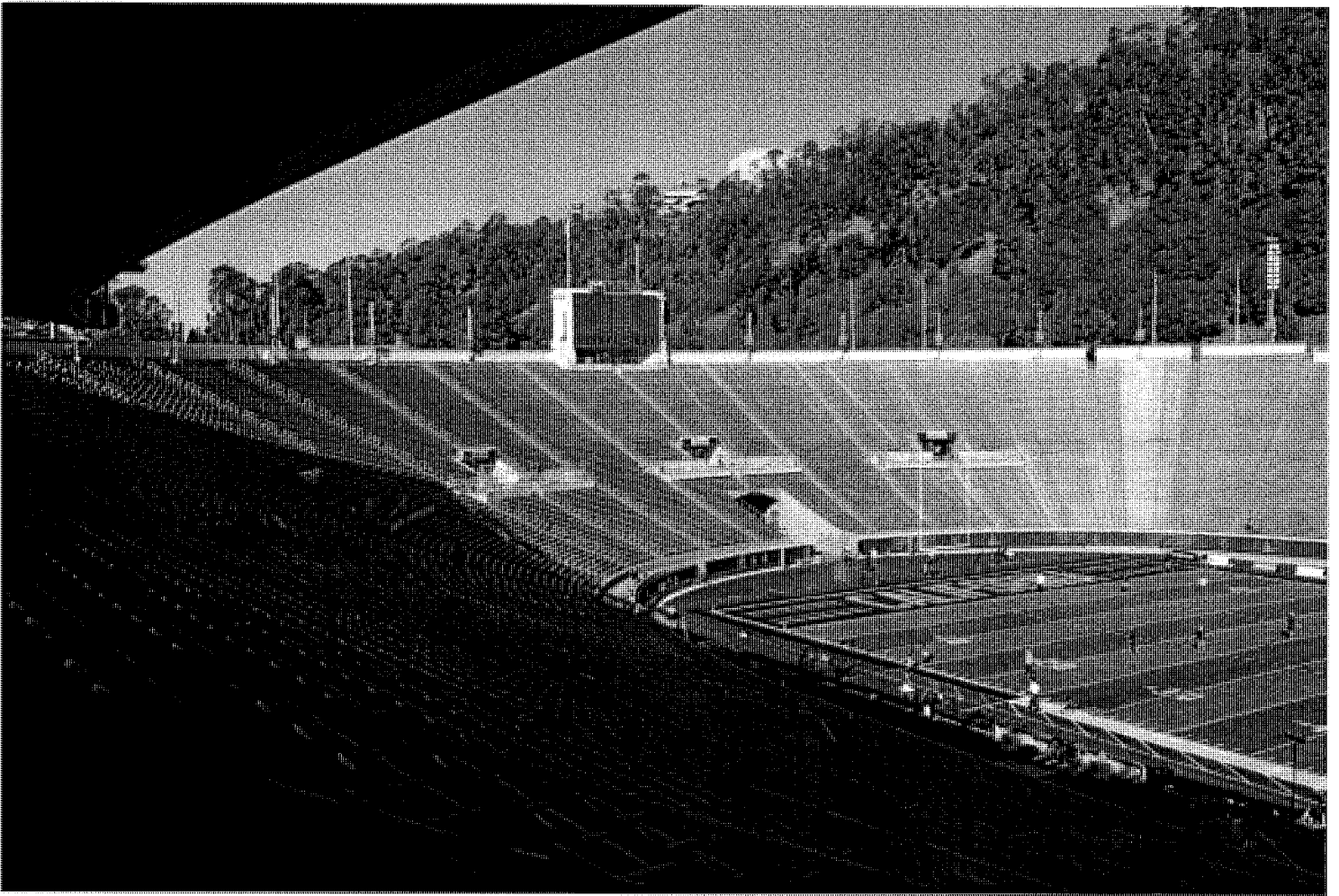
OPINION // OPEN FORUM

We need to start thinking differently about COVID outbreaks, says UCSF's Monica Gandhi

Monica Gandhi

Updated: Nov. 15, 2021 10:48 a.m.





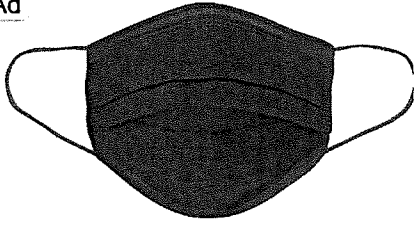
Cal's home football game Saturday against USC was postponed after 44 people involved with the UC Berkeley team tested positive for the coronavirus.

Santiago Mejia/The Chronicle

Despite the team having a 99% vaccination rate, according to school officials, Cal football will not take the field this weekend against USC after at least 44 students and staff tested positive for COVID-19.

Although we do not know all the details of symptoms nor vaccinations of the team, the cancellation of a highly anticipated game like this one due to COVID-19 has led to online speculation — fueled by scary headlines — about the dwindling efficacy of vaccination and a return to the conditions that led to last year's deadly winter surge.

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But, in truth, clusters of mostly asymptomatic cases among the vaccinated, like what we're seeing at Cal, are neither cause for concern, nor unexpected with a virus that will become endemic. They are an emerging part of our new normal. And we need to start recognizing — and more importantly — speaking about them as such.

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Vaccines changed the game and have proven themselves to be highly effective in preventing serious illness and death from COVID-19. Because of that, what we need now is a shift in the way those in the media and in prominent public health positions think about asymptomatic or mildly symptomatic cases.

Prior to the availability of the vaccines, we employed a variety of techniques to control the virus: masks, distancing, ventilation, mass asymptomatic testing (because individuals could spread the virus when asymptomatic). But things have changed. In areas of high vaccination, mass asymptomatic testing no longer needs to be done for those who are vaccinated, according to Centers for Disease Control and Prevention guidelines. Even testing for coronavirus exposure should be confined to individuals who were in close contact of a symptomatic person.

Vaccines reduce transmission. Those who are vaccinated are less likely to get infected in the first place, and, if they do, are less likely to spread the disease. A study of symptomatic delta variant breakthroughs from Singapore showed that the viral load by a value on the PCR test (cycle threshold, a test that should not be used to make clinical decisions) may start as high, but quickly comes down in the vaccinated (compared to the unvaccinated). This makes sense, since the immune response in the vaccinated can take a moment to kick in and fight the virus. Moreover, another study shows that delta symptomatic breakthroughs among health care workers in the Netherlands had a lower ability to be cultured, which means the virus is less likely to be infectious and spread to others. Data from careful contact tracing studies in Singapore, England, Canada and various summer camps also show that asymptomatic vaccinated people are unlikely to transmit to other vaccinated individuals.

It's essential to remember that we only need to take emergency medical or public health measures if there are clinical implications in play. An asymptomatic vaccinated person is not clinically unwell and vaccines reduce symptoms if a breakthrough does occur. Moreover, if vaccines reduce the chance of being infected (vaccinated people are 13 times less likely to be infected than unvaccinated) an asymptomatic vaccinated person should not be tested without a direct exposure from someone who is ill.

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Finally, asymptomatic positive tests add to case counts. This has consequences for our daily lives, since public health officials in the Bay Area (except for Marin County) appear to be using this metric to determine the necessity of restrictions such as masks, instead of a more appropriate index like COVID hospitalizations and vaccination rates.

About Opinion

Guest opinions in **Open Forum and Insight** are produced by writers with expertise, personal experience or original insights on a subject of interest to our readers. Their **views do not necessarily reflect** the opinion of The Chronicle editorial board, which is committed to providing a diversity of ideas to our readership.

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Young people have been restricted during the pandemic in the United States — despite being less at risk for severe illness — in order to protect others. We owe it to them to return their lives to normal, especially when that was the promise of public health officials in the context of vaccine mandates at many colleges and universities. Football (an outside activity) was shown to be safe and lead to no transmissions in a study from last year, prior to vaccinations and in areas of high community transmission. It is too late for this Cal-USC football game, but we need

to think of outbreaks differently from now on in the context of the vaccines and live our lives accordingly.

Monica Gandhi is an infectious diseases specialist and professor of medicine at UCSF.

Author's update 11/15: Details of this particular outbreak are still emerging in terms of symptomatic and asymptomatic infections, so the points raised in this piece are not about this particular outbreak, but about a shift in thinking reflected by the CDC about how we cannot reach herd immunity with this virus. We therefore have to start thinking about outbreaks differently.

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Written By
Monica Gandhi

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Top of the News

Napa was on fire. A winery's private crew was accused of wrongdoing

Documents obtained by The Chronicle show state investigators recommended criminal charges against the owner of one of the many private firefighting crews that have expanded across California. But...

San Rafael seeks input on electoral districts

HEARINGS

By Adrian Rodriguez

arodriguez@marinij.com

San Rafael might not have to redraw its electoral districts, but officials say they still want to hear from the public about whether they should.

The City Council held its first public hearing this week on how its four districts should be shaped. Even though San Rafael adopted its district map only three years ago, officials are charged with reassessing district boundaries following the national 2020 census to ensure each district has an approximately equal number of residents.

The districts already meet that standard, Robert McEntire, a consultant at the National Demographics Corp., told the City Council on Monday. Each

district has approximately 15,333 residents, with a 8.53% deviation between the most populous and least populous district, he said, citing census data.

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Districts

FROM PAGE 1

The range falls within the allowable 10% deviation, McEntire said.

“I’m not saying pick this map as it is. I’m saying you could, the council could reselect this map,” he said. “But you’re going to get input from your community and you’re going to want to hear that and decide if there needs to be any changes made based on the input that you received.”

The existing district map, called Canal Map 3B, was approved in 2018. At that time, Canal interests voiced concerns that the map combined the Canal with adjacent non-Latino neighborhoods in District 1, or the South District.

Community leaders said they had preferred an alternative map called Canal Map 3A1, which would have separated Spinnaker-Baypoint and moved those neighborhoods into the East District.

Stephanie McNally, advocacy and policy manager for Canal Alliance, said it intends on weigh in on San

still want the community to weigh in.”

Colin said officials will be working with community organizations, such as Canal Alliance, to get residents involved.

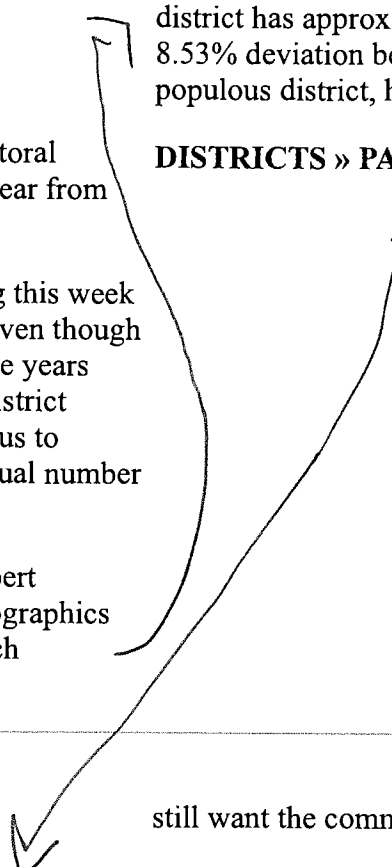
Councilmember Maika Llorens Gulati, who represents District 1, said she hopes Latino residents will provide input this time around again.

“I believe when we have maps to look at we will have more feedback,” Gulati said Tuesday. “There’s always room for improvement, so I’m looking forward to hearing from the community.”

Other districts in San Rafael are District 2, known as the West District, or downtown area; District 3, or the East District, which includes Peacock Gap and China Camp State Park; and District 4, the North District, which encompasses the Terra Linda area.

Each district had roughly 14,500 people based on the city’s 2010 census estimate.

During the hearing on Monday, Vice Mayor Maribeth Bushey said she supports gathering more public comments.



2

Rafael’s redistricting process, but the focus has been on how the county of Marin’s supervisorial districts might be reshaped.

4

“I think we are absolutely open to refining and maybe even completely revising significantly our approach from last time,” she said.

Canal Alliance would like to see the Montecito/ Happy Valley area adjacent to San Rafael High School moved from District 1 to District 4, she said.

The deadline for the community to submit maps is Feb. 14. A new map would have to be adopted by April 17.

“We plan to bring that same ‘community of interest’ testimony to the city,” McNally said. “Even though we’re satisfied with the outcomes of the city’s districts, we want to present the work we’ve been doing with the county for the purposes of alignment.”

Public hearings are scheduled for Jan. 18, Feb. 21 and March 21.

Residents can learn more about the city’s redistricting process and how to create district maps for consideration at redistrictsanrafael.org.

In 2018, Mayor Kate Colin cast the sole vote for Canal Map 3A1, saying she supported the Canal residents’ wish to have their own district so they can have a greater chance to build voter registration and civic engagement.

“We want to ensure that voices are heard, especially from the Latinx population,” Colin said Tuesday. “The current maps are allowable and appropriate even by today’s standards, but having said that, we

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Statewide measure pushed to construct water projects

NOVEMBER 2022 BALLOT

Political showdown expected if plan gets enough signatures

By Paul Rogers

Bay Area News Group

California has not built enough new reservoirs, desalination plants and other water projects because there are too many delays, too many lawsuits and too much red tape.

That's the message from a growing coalition of Central Valley farmers and Southern California desalination supporters who have begun collecting signatures for a statewide ballot measure that would fast-track big water projects and provide billions of dollars to fund them — potentially setting up a major political showdown with environmentalists next year shaped by the state's ongoing drought.

The measure, known as the "Water Infrastructure Funding Act of 2022," needs 997,132 signatures of registered voters by April 29 to qualify for the November 2022 statewide ballot.

If approved by a majority of voters, it would require that 2% of California's general fund — about \$4 billion a year — be set aside for projects to expand water supplies. Those could include new dams and reservoirs, desalination plants, recycled water plants, and other projects like upgrading canals and pipes.

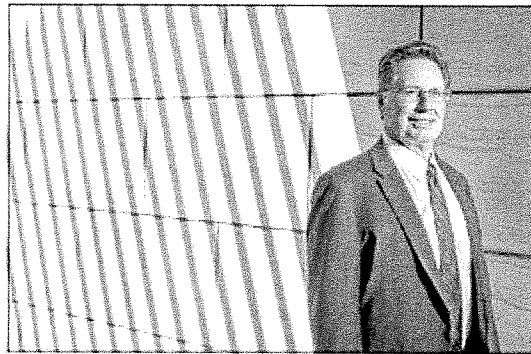
The money would continue flowing each year until 5 million acre-feet of new water supply was created, an increase of about 13% in the roughly 39 million acre-feet used in an average year by all the state's residents, farmers and businesses. That could take several decades and cost \$100 billion, according to an analysis by the non-partisan state Legislative Analyst's Office.

"We think conservation has an important role to play," said Edward Ring, a spokesman for the campaign, known as More Water Now. "But you can't get there any more just with conservation. If you want to be resilient against a prolonged



Pictures taken in January 2019, left, and September 2021 show the impact of the California drought on the San Luis Reservoir in Merced County. A coalition of Central Valley farmers and Southern California desalination supporters are organizing a statewide ballot measure that would fast-track big water projects.

NHAT V. MEYER — BAY AREA NEWS GROUP



California Coastal Commission Executive Director Jack Ainsworth said the proposed measure would "significantly weaken" the

state's coastal protections.

MARK RIGHTMIRE — ORANGE COUNTY REGISTER/SCNG

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Water

2

FROM PAGE 1

drought, you have to have new supplies.”

Supporters say California hasn't kept pace expanding its water supplies, leading to severe shortages for farmers in recent years and likely water rationing next year for many urban residents if the state's two-year drought continues.

With climate change, they note, scientists say California's droughts are becoming more severe. The state needs more reservoirs to save water in wet years, they say, particularly as hotter temperatures melt the Sierra Nevada snowpack.

“When we have big storm events, there is surplus water and we need to harvest it,” Ring said.

The measure has already been endorsed by 27 state lawmakers, including 18 Republicans, one independent and eight Democrats. One is from the Bay Area: Assemblyman Tim Grayson, D-Concord.

Environmentalists say the measure goes too far, and are preparing to fight it.

“For next November's ballot, this is the No. 1 priority of environmental groups,” said Jonas Minton, a water adviser to the Planning and Conservation League, a Sacramento nonprofit. “That's due to the destruction to California's environment that would result from the unsupervised spending of billions of dollars each year without environmental oversight.”

Marin Municipal Water District board member Larry Bragman said the measure would “circumvent very important environmental protections” for the Sacramento-San Joaquin River Delta, rivers and water resources in the state.

“It's not just fast-tracking it, it's really ramming it,” Bragman said of the measure.

Marin Conservation League board member Larry Minikes said the measure appears largely geared toward Central Valley and large water users, but said it could potentially provide some funding opportunities for Marin.



4

“This is the largest scam in California history to take over \$100 billion of taxpayer funds away from nurses, teachers and firefighters in order to pay for the sponsors' special interest projects,” he said.

Political observers say the measure will have a challenge collecting enough signatures to qualify for the ballot. But if the drought continues and water restrictions are tightened statewide, as local and state water officials have predicted will occur, it could become a populist issue that might have a chance at passage.

“The drier it gets, the better the prospects for this measure,” said Jack Pitney, a professor of political science at Claremont McKenna College in Los Angeles County.

“If I were running the no campaign, I would frame it as a giveaway to agribusiness,” he said. “But for a lot of Californians, if we get to August and are in a severe drought, the attitude is going to be ‘to heck with the environment, I want my shower.’” Supporters have so far raised about \$100,000, mostly from Central Valley farm interests. The organizers include Wayne Western Jr., a board member of the California Farm Water Coalition; Geoffrey Vanden Heuvel, director of regulatory and economic affairs for the California Milk Producers Council; and several supporters of building a new desalination plant in Huntington Beach: Steve Sheldon, president of the Orange County Water District board of directors and Shawn Dewane, a member of the Mesa Water District board of directors in Costa Mesa.

California voters approved a major water bond, Proposition 1, in November 2014 during the last drought. That \$7.45 billion measure has funded projects from upgrades to drinking water plants to recycled water efforts. It also included \$2.7 billion for new storage projects.

But none has been built yet. In 2018, the California Water Commission approved spending \$2.5 billion on eight storage projects — four new dams and four underground storage projects — including expanding Los Vaqueros Reservoir in Contra Costa County and building a new reservoir in Santa Clara County near Pacheco Pass.

But before the projects can receive the money, they need to obtain all permits, finish environmental studies and identify other funds to pay more than 50% of their

3

“I would be cautious on this because this could be a quote-unquote agribusiness initiative and we’ll have to look very closely at it one way or the other,” Minikes said.

Under the measure, the money would be spent each year by the California Water Commission, a nine-member panel appointed by the governor.

The measure would streamline environmental reviews. For water projects on the coast, the California Coastal Commission would be required to make a decision within 90 days, and could be overruled by the state’s secretary for natural resources.

Jack Ainsworth, executive director of the coastal commission, said the measure would “significantly weaken” the state’s coastal protections.

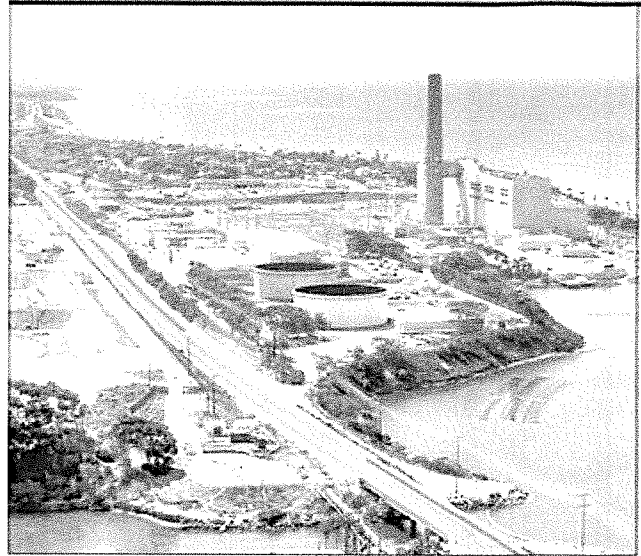
“Drought in California is our new normal and the commission understands that responsibly designed desalination facilities will be an important part of California’s water portfolio going forward,” Ainsworth said. “We don’t need to gut the Coastal Act in order to provide safe, reliable, affordable drinking water.”

Environmental impact reports would still be required. But if opponents filed lawsuits, courts would be required to rule on them within 270 days.

Minton noted that many of the state’s political power players could oppose the measure because money guaranteed for water projects means less for other spending in the state budget.

5

costs. *IJ reporter Will Houston contributed to this report.*



The Carlsbad desalination plant borders Interstate 5 on one side and the Pacific Ocean on the other. A coalition of Central Valley farmers and Southern California desalination supporters are organizing a statewide ballot measure that would fast-track big water projects.

LENNY IGNELZI — THE ASSOCIATED PRESS

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Novato agency to store water from Russian River

DROUGHT RESPONSE

Supplies will be stockpiled into Stafford Lake reservoir of about \$400 per acre-feet, not including treatment costs, with 2,000 acre-feet costing roughly \$800,000.

By Will Houston

whouston@marinij.com

To ensure its only reservoir for the Novato area doesn't go dry if the drought persists, the North Marin Water District plans to spend potentially hundreds of thousands of dollars to stockpile imported Russian River water this winter.

The district, which serves 60,000 Novato area residents, has employed the same strategy in past droughts, including last winter when it pumped in \$405,000 worth of Russian River water into its Stafford Lake reservoir in anticipation of a dry year.

The district's prediction proved true: The winter of 2020-2021 was the district's driest on record. Stafford Lake would have gone dry this summer had the district not added the extra supplies.

Stafford Lake provides 25% of the district's water supply and is mostly tapped during the summer months when water use typically doubles because of outdoor irrigation. The remaining supply comes from Russian River water purchased from the Sonoma Water agency. Sonoma cut imports to Marin by 20% this summer in response to its own water shortage issues.

This time around, the North Marin Water District plans to begin feeding Russian River water into Stafford Lake much earlier, beginning in early December. Staff also indicated that the agency could purchase nearly double what it did last year if needed.

"We will continue to watch the rainfall events and try to manage it as best as possible," Drew Mc-Intyre, the district general manager, told the agency's board on Tuesday. "However, at the end, I still think it's prudent to move forward now rather than waiting a couple months and hoping that the rains will come."

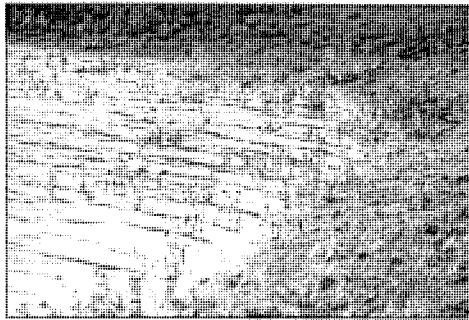
Buying the water earlier is a gamble. Typically, Marin receives the majority of its rainfall in December and January. The imported water comes at a cost

NOVATO»PAGE 4



Stafford Lake, the Novato reservoir for the North Marin Water District, will be used to stockpile water from the Russian River to keep supplies up if the drought continues.

PHOTOS BY ALAN DEP — MARIN INDEPENDENT JOURNAL



Stafford Lake would have gone dry this summer had the district not added the extra supplies.

Novato

FROM PAGE 1

"I'd hate to spend a lot of money and then we spill because we have a decent amount in December and January," district board member Mike Joly said Tuesday.

McIntyre said the agency would continue to monitor the rainfall and has the ability to cut off Russian River imports should the rains prove ample in the coming weeks.

"It's not just turn on the valves and walk away," McIntyre said.

District board member Steve Petterle said he would rather be in a position of having too much water than not having enough.

"I'd rather take our chances here and make sure our customers have drinking water next year," Petterle said.

The district stockpiled Russian River water in its reservoir during the droughts of 1988-1991, 2009, 2014 and 2018.

While two significant storms in late October and early November provided a slight boost to Stafford Lake supplies, storage levels said.

are still just about onethird of capacity.

Stafford Lake can hold about 4,300 acre-feet of water, with one acre-foot being almost 326,000 gallons. From February through April, the district pumped in 1,100 acre-feet of Russian River water purchased

from the Sonoma Water agency. Storage levels had dropped to a low of 1,060 acre-feet in the week before the major storm in late October.

As of Thursday, the lake had about 1,600 acre-feet of water, or 37% of capacity.

Since Oct. 1, the district has received nearly 9 inches of rain, more than it received during the entire winter of 2020-2021. McIntyre said another 10 inches of rain this winter is needed to refill the reservoir.



Stafford Lake, the Novato reservoir for the North Marin Water District, will be used to stockpile water from the Russian River to keep supplies up if the drought continues.

ALAN DEP — MARIN INDEPENDENT JOURNAL

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Drought will have big impacts on new building

MARIN COUNTY

Marin Municipal weighs development restrictions

By Will Houston

whouston@marinij.com

Developers in central and southern Marin County could be required to pay tens of thousands of dollars in new fees or add water-saving upgrades to their projects under a proposal to reduce demand on water supplies.

After facing the potential of running out of water during the drought, the Marin Municipal Water District board is considering requiring future projects in its jurisdiction to have a net-zero demand on reservoirs.

While recent rains have eased concerns about the district's water supply, board members say the drought has shown the need for new approaches for conservation, including for developments.

"Something we're starting to see around the West is requiring that new connections not provide additional burdens onto strained water supply systems," Cynthia Koehler, president of the district board, said on Tuesday.

"The basis of this is to have a sustainable way to accommodate new connections without having

an impact on our current water supply," board member Larry Russell said.

Critics said the proposal could drive up development costs for affordable housing projects that will already be water-efficient by design. They advocated that the board include an exemption for affordable housing projects.

"Land and labor costs are already very expensive in Marin," Bob Pendoley, chairman of the Marin Environmental Housing Collaborative,

MMWD»PAGE 4

MMWD

FROM PAGE 1

told the board. "We're concerned that these offset fees would be a real deal-killer for deed-restricted, low-income housing so badly needed in Marin."

The district already has banned developers from installing landscaping that requires drinking water supplies until the drought emergency is past. The proposals discussed on Tuesday would implement a permanent change to future developments by requiring water they draw to be made up for either through fees or water efficiency upgrades, such as using recycled water.

moratorium on new developments, Croy said, which some residents in Marin have called for.

Other communities such as Ventra, St. Helena, Cambria and Napa have adopted similar demand reduction requirements for developers in the last several decades.

District staff estimated the agency could see an additional 490 acre-feet of annual water demand based on known projects, including pending water connection applications and longterm developments still early in the process. The amount equates to about 1.7% of the district's annual potable water demand in 2020 of about 28,200 acrefeet.

⑦
Fee revenue could be used by the district to pay for water-saving projects such as turf replacement incentives, expansion of its recycled water system, leak detection improvements, wireless water meter installations and groundwater storage, according to Lucy Croy, the district water quality manager. Fees could be based on each additional acre-foot of yearly water demand.

④
The district board plans to continue discussing the proposal and could adopt the new requirements in the coming months.

The fees and water-saving requirements are used in place of an outright



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Spill of sewage found in wake of major storm

SAN RAFAEL

By Adrian Rodriguez

arodriguez@marinij.com

About 75,000 gallons of sewage spilled in San Rafael's Montecito and Happy Valley neighborhoods after a pipe backed up, officials said Monday.

The spill happened last week off Highland Avenue above San Rafael High School. It is the latest sewage spill believed to be linked to the atmospheric river storm that battered the Bay Area on Oct. 24, according to the California Regional Water Quality Control Board.

Doris Toy, district manager of the San Rafael Sanitation District, said the blockage and spill went undetected for about two weeks before it was reported and cleared Thursday. The pipe was filled with grit and rock, she said.

Staffers who responded Thursday disinfected surrounding areas and launched an investigation to determine whether sewage flowed into San Rafael Creek and ultimately into San Francisco Bay. Greg Pirie, interim director of Marin County Environmental Health Services, said specialists believe the sewage flowed through the storm water system into the Canal's pump station. The water was removed from the pump station to a nearby sewer system, he said.

"There is no major health concern at this point," Pirie said.

Toy said there has been a lot of spring water and bay water diluted with the wastewater.

"We've been testing daily to confirm there's no health threat," she said.

As a precaution, signs warning of possible contamination remain posted at the municipal yacht harbor behind the Montecito Plaza shopping center, the San Rafael Yacht Harbor off Francisco Boulevard East and the Lowrie Yacht Harbor off Point San Pedro Road.

Toy said the agency is testing the area for enterococcus and fecal coliform bacteria. Testing usually takes three to four days before results are available. The results will be turned over to Marin County's environmental health department for review. A certified report of the incident is due within 4

5 days to the water quality board, said Bill Johnson, a regional enforcement official.

Johnson said the Oct. 24 storm caused widespread problems. Sausalito reported a sewage overflow of 82,500 gallons, while the East Bay Municipality Utility District's

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"We've been testing daily to confirm there's no health threat."

— Doris Toy, San Rafael Sanitation District

Sewage

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Point Isabel Wet Weather Facility discharged roughly 3 million gallons of fully chlorinated wastewater, according to a report by Johnson.

(such as manholes) and infiltration (through cracks in pipes) during heavy rain and high flows can exceed system capacity, especially if blockages or constrictions are present," Johnson wrote.



Similar spills were reported in South San Francisco, Burlingame, Millbrae, San Mateo and Richmond, according to the report.

“This isn’t surprising since in many areas the aging infrastructure allows stormwater to enter sanitary sewer collection systems through inf low

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