

Omar Arias-Montez,, President  
John Carapiet, Vice President  
Richard Snyder, Secretary

Catharine Benediktsson, Director  
Tod Moody, Director

**NOTICE AND AGENDA**  
**Regular Board Meeting**  
**at Sanitary District No. 5 of Marin County**  
**Thursday, April 18<sup>th</sup>, 2024**

**5:00 P.M. REGULAR BOARD MEETING**

Teleconference Location:

Director Richard Snyder	Director Catherine Benediktsson
10 Pomander Walk	2352 Mar East Street
Belvedere CA 94920	Tiburon CA 94920

PURSUANT TO THE RALPH M. BROWN ACT, ALL VOTES SHALL BE BY ROLL CALL DUE TO DIRECTOR SNYDER TELECONFERENCE FROM 10 Pomander Walk Belvedere CA 94920 & DIRECTOR BENEDIKTSSON FROM 2352 Mar East Street Tiburon CA 94920

**ROLL CALL:**

**PUBLIC COMMENTS:** The public is invited to address the Board on items that do not appear on the agenda and are within the subject matter jurisdiction of the Board. The Brown Act does not allow the Board to take action on any public comment. Please limit public comments to no more than three minutes.

**DIRECTORS' COMMENTS AND/OR AGENDA REQUESTS:**

**CONSENT CALENDAR:**

1. Approval of March 21<sup>st</sup>,2024 Regular Board Meeting Minutes & April 11, 2024 Special Board Meeting Budget Workshop Minutes
2. Review and receive all electronic fund transfers (EFTs) and approve warrants from March 15<sup>th</sup>, 2024, through April 11<sup>th</sup>, 2024, (JP Morgan Chase Bank, check no.10478 through check no. 10532, all transactions totaling \$337,237.68) and receive March 2024 payroll, in the sum of \$192,846.88 (Rubio)
3. Receipt of Financial Reports for March 2024 (Rubio)

**MANAGEMENT REPORTS:**

4. District Manager Summary Report (Rubio)

**NEW BUSINESS:**

5. Consideration of adoption of Resolution No 2024-01: A Resolution of the Governing Body of Sanitary District No.5 of Marin County, proposing a regularly scheduled election to be held in this jurisdiction; requesting the Board of Supervisors to consolidate with any other election conducted on said date, and requesting election services by the Marin County Elections Department (Rubio) – Action

6. Consideration of Adoption of Resolution No. 2024-02: A Resolution Providing for the Collection by the County of Marin of a Sewer Service Charge in the Amount of \$2,033.00 for the Base Rate Parcels per each EDU and \$1,534.00 for the Ad Valorem Credited Parcels per each EDU, plus a \$2.00 Collection Fee per Parcel of Sanitary District No. 5 of Marin County for the Fiscal Year 2024-2025 (Rubio) – Action
7. Review and Consideration of Approval of new Job Descriptions and Titles for the positions of Administrative Services Manager and Administrative Assistant/Board Secretary, both of which will be classified exempt positions, Effective July 1, 2024 (Rubio) Action
8. Review and Consideration of Approval of Resolution No. 2024-03: A Resolution of the Board of Directors of Sanitary District No. 5 of Marin County Adopting the updated Employee Benefits Plan for Unrepresented Employees of Sanitary District No. 5 of Marin County, Effective July 1, 2024 (Rubio) – Action
9. Review and Consideration of Approval of SD5 Organization Chart and Publicly Available Pay Scale for FY2024-2025 and Resolution No. 2024-04: A Resolution of the Board of Directors of Sanitary District No. 5 of Marin County Adopting the Annual Cost of Living Increase (3.7%) for All Sanitary District No. 5 of Marin County Employees - Represented, Unrepresented, both Effective July 1, 2024 (Rubio) – Action
10. Review and consideration of approval of SD5 Registration with CLASS ( California Cooperative Liquid Assets Securities System) for the future investment of District funds. (Rubio) - Action

**UNFINISHED BUSINESS:**

**COMMITTEE REPORTS:**

11. Capital Improvement Program Committee (Moody/Carapiet)
12. Finance & Fiscal Oversight Committee (Benediktsson/Carapiet)
13. Governance Committee (No Meeting)
14. Personnel Committee (Carapiet/Snyder)

**OTHER BUSINESS:**

**ENVIRONMENTAL:**

15. 3<sup>rd</sup> Nutrient Watershed NPDES Draft Permit-Draft Permit is open for public comments

**CORRESPONDENCE:**

**INFORMATIONAL ITEMS:**

**CLOSED SESSION:**

**ADJOURNMENT:**

The Board will be asked to adjourn the meeting to a Regular Board Meeting on May 16, 2024, at 5:00 P.M.

*At its discretion, the Board of Directors may consider the above-agenda items out of the order in which they appear currently. Accessible public meetings: Upon request, the District will provide written agenda materials in appropriate alternate formats, or disability-related modification or accommodation, including auxiliary aids or services to enable individual with disabilities to participate in public meetings. Please submit written requests to the District at P.O. Box 227, Tiburon, CA 94920 or [rdohrmann@sani5.org](mailto:rdohrmann@sani5.org) at least two days prior to the meeting.*

Omar Arias-Montez,, President  
 John Carapiet, Vice President  
 Richard Snyder, Secretary

Catharine Benediktsson, Director  
 Tod Moody, Director

**NOTICE AND AGENDA**  
**Regular Board Meeting**  
**at Sanitary District No. 5 of Marin County**  
**Thursday, March 21<sup>st</sup>, 2024**

**5:00 P.M. REGULAR BOARD MEETING**

Teleconference Location:

Director Richard Snyder	Director Catherine Benediktsson
10 Pomander Walk	2352 Mar East Street
Belvedere CA 94920	Tiburon CA 94920

PURSUANT TO THE RALPH M. BROWN ACT, ALL VOTES SHALL BE BY ROLL CALL DUE TO DIRECTOR SNYDER TELECONFERENCE FROM 10 Pomander Walk Belvedere CA 94920 & DIRECTOR BENEDIKTSSON FROM 2352 Mar East Street Tiburon CA 94920

**ROLL CALL:** Arias-Montez, Snyder, Moody, Benediktsson

**PUBLIC COMMENTS:** The public is invited to address the Board on items that do not appear on the agenda and are within the subject matter jurisdiction of the Board. The Brown Act does not allow the Board to take action on any public comment. Please limit public comments to no more than three minutes.

**DIRECTORS' COMMENTS AND/OR AGENDA REQUESTS:** Director Benediktsson requested report on responsibility and cost for other agency paving projects in respect to manhole cover raising or replacement.

**CONSENT CALENDAR:**

1. Approval of February 15<sup>th</sup>, 2024 Regular Board Meeting Minutes
2. Review and receive all electronic fund transfers (EFTs) and approve warrants from February 9<sup>th</sup>, 2024, through March 14<sup>th</sup>, 2024, (JP Morgan Chase Bank, check no.10399 through check no. 10477, all transactions totaling \$381,979.16) and receive February 2024 payroll, in the sum of \$165,135.42 (Rubio)
3. Receipt of Financial Reports for February 2024 (Rubio)

Motion to approve consent calendar items 1-3

(M/S Benediktsson/Carapiet 4-0-1-0)

Ayes: Arias-Montez, Carapiet, Snyder, Benediktsson

Noes: None

Absent: Moody

Abstain: None

**MANAGEMENT REPORTS:** President Arias-Montez moved to Item #5 on the agenda due to consultant attendance and presentation.

4. District Manager Summary Report (Rubio) Presentation by Manager Rubio

## **NEW BUSINESS:**

5. California CLASS (Cooperative Liquid Assets Securities System) presentation by Crystal Lynn  
*Presentation by Crystal Lynn- answer board questions- no action taken. Moved back to item #4 on the agenda*
6. Digester Cleaning & Rehabilitation Improvement Project Update
  - a. Review and Discuss engineers estimate and authorize the District manager to put project out to bid. (Rubio) Action
  - b. Review of construction management proposal and consideration to authorize the District Manager to issue to enter into agreement with HDR for the construction management services proposed. (Rubio) Action

*Motion to approve item 6a and 6b – tasks 3 and beyond on 6b are to be approved only upon acceptance of a low bid and authorization for a construction project.  
(M/S Carapiet/Snyder 4-0-1-0)  
Ayes: Arias-Montez, Carapiet, Snyder, Benediktsson  
Noes: None  
Absent: Moody  
Abstain: None*
7. CSDA Nominations -Open seat A and consideration to nominate member to California Special District Association.(Rubio) Action

*Motion to nominate director Moody to open seat A  
(M/S Snyder/Carapiet 3-0-1-1)  
Ayes: Carapiet, Snyder, Benediktsson  
Noes: None  
Absent: Moody  
Abstain: Arias-Montez*

## **UNFINISHED BUSINESS:**

8. Review of request by real property owner of #11 and #7 place Moulin to cross over sewer easement to install a disconnectable electrical line for a solar power array and consideration to authorize District Manager to issue agreement relating to real property. (Rubio)- Action
- Motion to approve item 8  
(M/S Snyder/Benediktsson 4-0-1-0)  
Ayes: Arias-Montez, Carapiet, Snyder, Benediktsson  
Noes: None  
Absent: Moody  
Abstain: None*

## **COMMITTEE REPORTS:**

9. Capital Improvement Program Committee (Moody/Carapiet)
10. Finance & Fiscal Oversight Committee (Benediktsson/Carapiet)
11. Governance Committee (No Meeting)
12. Personnel Committee (No Meeting)

**OTHER BUSINESS:**

**ENVIRONMENTAL:**

13. Letter of concern regarding PFAS CERCLA Liability.

**CORRESPONDENCE:**

**INFORMATIONAL ITEMS:**

**CLOSED SESSION:**

**ADJOURNMENT: 6:07pm**

The Board will be asked to adjourn the meeting to a Regular Board Meeting on April 18, 2024, at 5:00 P.M.

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Approved:

Attest:

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Omar Arias-Montez  
Board President

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Richard Snyder  
Board Secretary

Omar Arias-Montez, President  
John Carapiet, Vice President  
Richard Snyder, Secretary

Catharine Benediktsson, Director  
Tod Moody, Director

**NOTICE AND AGENDA  
Special Board Meeting  
at Sanitary District No. 5 of Marin County  
Thursday, April 11<sup>th</sup>, 2024**

**2:00 P.M. SPECIAL BOARD MEETING**

Teleconference Location:

Director Richard Snyder	Director Catherine Benediktsson
10 Pomander Walk	52 Peninsula Rd
Belvedere CA 94920	Belvedere CA 94920

PURSUANT TO THE RALPH M. BROWN ACT, ALL VOTES SHALL BE BY ROLL CALL DUE TO DIRECTOR SNYDER TELECONFERENCE FROM 10 Pomander Walk Belvedere CA 94920 & DIRECTOR BENEDIKTSSON FROM 52 Peninsula Rd Belvedere CA 94920

**ROLL CALL:** Arias-Montez, Snyder, Moody, Benediktsson, Carapiet

**PUBLIC COMMENTS:** The public is invited to address the Board on items that do not appear on the agenda and are within the subject matter jurisdiction of the Board. The Brown Act does not allow the Board to take action on any public comment. Please limit public comments to no more than three minutes. **None**

**DIRECTORS’ COMMENTS AND/OR AGENDA REQUESTS:** Moody requested Strategic Plan get posted to website upon approval.

**NEW BUSINESS:**

**1. BUDGET WORKSHOP**

A. Review Fiscal Year 2024-2025 Preliminary Budget (Rubio) **Presentation of FY24/25 Budget by Manager Rubio- Answered questions from the Board**

- i. 4 Year Budget Comparison
- ii. Operating Budget Review
- iii. Capital Budget Review
- iv. Capital Improvement Program

**2. Review and discuss SD5 Strategic Plan. Provide updates to plan consistent with FY2024-2025 Budget Review (Rubio) – Action**

**Motion to approve strategic plan for FY24/25  
(M/S Moody/Carapiet 5-0-0-0)  
Ayes: Arias-Montez, Carapiet, Snyder, Benediktsson, Moody  
Noes: None  
Absent: None  
Abstain: None**

3. Review and consideration of Fiscal Year 2024-2025 Preliminary SD5 Reserve Policy (Rubio) – Action

Motion to approve FY24/25 Preliminary Reserve Policy

(M/S Snyder/Moody 5-0-0-0)

Ayes: Arias-Montez, Carapiet, Snyder, Benediktsson, Moody

Noes: None

Absent: None

Abstain: None

4. Consideration of approval of Fiscal Year 2024-2025 Preliminary Budget in preparation for Public Notice to be provided at the May 16, 2024 Regular Board Meeting for consideration of approval and adoption of the Fiscal Year 2024-2025 Final Budget (Rubio) – Action

Motion to approve FY24/25 Preliminary Budget

(M/S Snyder/Benediktsson 5-0-0-0)

Ayes: Arias-Montez, Carapiet, Snyder, Benediktsson

Noes: None

Absent: Moody

Abstain: None

#### **ADJOURNMENT :3:45pm**

The Board will be asked to adjourn the meeting to a Regular Board Meeting on April 18<sup>th</sup>, 2024, at 5:00 P.M.

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Approved:

Attest:

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Omar Arias-Montez  
Board President

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Richard Snyder  
Board Secretary



## Sanitary Distr. No.5 of Marin Co.

## Warrant List Summary

March 15 through April 11, 2024

04/05/24

Date	Num	Name	Memo	Amount
JP Morgan Chase - Primary 7399				
04/01/2024	EFT	CalPERS (Health Premium)	ID: 4163206459, Employee Health Premiums - Apr 2024	-25,100.92
03/25/2024	EFT	CalPERS (457 Def Comp)	457 Contributions - 3/15/24 payroll	-4,328.31
04/01/2024	EFT	CalPERS (Pension)	Pension - Feb 2024	-26,664.05
04/03/2024	EFT	CalPERS (Pension)	Pension - Mar 2024	-26,664.05
04/03/2024	EFT	CalPERS (457 Def Comp)	457 Contributions - 3/31/24 payroll	-4,328.31
03/19/2024	10478	Marin County Ford, Corp.	VOID: misprint	0.00
03/19/2024	10479	Marin County Ford, Corp.	2024 Ford Maverick - March 2023	-22,639.01
04/11/2024	10480	Access Answering Service	Answering Service - Apr 2024	-75.90
04/11/2024	10481	Alameda Electrical Distributors, Inc.	supplies	-1,882.13
04/11/2024	10482	Alhambra	water & equipment rental - Mar 2024	-195.39
04/11/2024	10483	Aramark Uniform Services, Inc.	work shirts (2), John Rosser	-108.46
04/11/2024	10484	AT&T	Telephone: 3/28/24-4/27/24	-501.85
04/11/2024	10485	BAAQMD	General Permits/Fees - renewal May 2024-May 2025	-491.00
04/11/2024	10486	Balf, Abigail (v)	reimb: mileage & work boots	-168.04
04/11/2024	10487	Banshee Networks, Inc.	Data/Alarms/IT Supp & Licensing - Feb 2024	-2,275.32
04/11/2024	10488	Bay Alarm	security alarm monitoring, Apr-June 2024	-258.00
04/11/2024	10489	Brentwood Industries, Inc.	dry weather primary helical reel polychem skimming system	-97,533.25
04/11/2024	10490	Burke, Williams & Sorensen, LLP	District Counsel Services - through Feb 2024	-2,937.50
04/11/2024	10491	Cain's Tire, Incorporated	tire repair & new tire	-233.99
04/11/2024	10492	Caltest Analytical Laboratory	MP Lab Monitoring - Feb 2024	-7,818.85
04/11/2024	10493	Cintas Corporation	VOID:misprinted check, incorrect address	0.00
04/11/2024	10494	Collodi, Pete (v)	mileage reimb, Jan-Feb 2024	-308.20
04/11/2024	10495	Comcast Business (Internet) *9465	Internet & Business, Apr 2024	-698.81
04/11/2024	10496	Comcast Business (VOIP) *5517	VOIP: Mar 2024	-377.64
04/11/2024	10497	CWEA	certification renewal fees: Tony, Rulon, Joe. Membership fee: Joe	-515.00
04/11/2024	10498	DKF Solutions Group, LLC	CBT: Respiratory Protection & Confined Space, Training Link subscrip...	-3,750.00
04/11/2024	10499	Goodman Building Supply Co.	tank exchanges, supplies	-353.76
04/11/2024	10500	Harrington Industrial Plastics LLC	supplies - Jan 2024	-31.61
04/11/2024	10501	HASA	Liquichlor, cargo tank & pesticide assessments	-11,797.87
04/11/2024	10502	HF&H Consultants, LLC	Consulting - Feb 2024	-817.50
04/11/2024	10503	Hill, Arlee S. (v)	reimb: CWEA seminar, certification, and renewal fee	-468.00
04/11/2024	10504	Home Depot Credit Services	Stmnt Date 3/21/24	-844.60
04/11/2024	10505	Jackson's Hardware, Inc.	3/31/24 Stmnt Date, supplies	-537.30
04/11/2024	10506	Jill Kalehua, DMMS	Accounting services - Mar 2024	-2,010.00
04/11/2024	10507	Koffler Electrical Mechanical Repair	repairs on 3 motors	-3,696.82
04/11/2024	10508	Linscott Engineering Contractors Inc.	Rod hole repair @ Beach + Teal Rds - March 2024	-4,684.56
04/11/2024	10509	Lystek Int'l, LTD	Biosolids delivered - Mar 2024	-821.67
04/11/2024	10510	McCampbell Analytical, Inc.	MP Lab Monitoring - March 2024	-7,385.00
04/11/2024	10511	Mill Valley Refuse Serv (Garbage) *2945	Garbage - Mar 2024	-270.53
04/11/2024	10512	NSI Lab Solutions, Inc.	res. chlorine ampules - Mar 2024	-984.00
04/11/2024	10513	Nute Engineering Corp.	Consulting @ Cove Rd. Pump Station - Feb 2024	-1,920.00
04/11/2024	10514	O'Reilly Auto Parts	wipers, wiper fluids, tailgate cables	-188.92
04/11/2024	10515	Office Depot	Closing Date 3/18/24, office supplies	-116.89
04/11/2024	10516	Owen Equipment Sales	service charge - Mar 2024	-9.74
04/11/2024	10517	Pacific Gas & Electric	Stmnt Date 3/29/24, gas & electric	-28,946.32
04/11/2024	10518	PAN-PACIFIC SUPPLY COMPANY	Pump & Seal field service	-5,915.00
04/11/2024	10519	Peterson CAT	generator maintenance, heating/sensing units, adjust after treatment sy...	-7,752.71
04/11/2024	10520	Robert L Talavera, LLC	SSIGS ArcView, support - Feb 2024	-675.00
04/11/2024	10521	Rosser, John M. (v)	reimb: mileage Nov 23 & Mar 2024, Wellness tuition	-482.09
04/11/2024	10522	Rubio, Antonio (v)	reimb: safety boots & phone charging cord for Maverick truck	-216.77
04/11/2024	10523	Salazar, Ignacio G. (v)	Wastewater Technology 1 & 2 training, 3/13/24	-473.58
04/11/2024	10524	Screechfield-Lablue, Pierce L. (v)	reimb: mileage, meals & health (smartwatch)	-882.39
04/11/2024	10525	Solenis, LLC	Praestol K 148 & 290, chemicals	-9,990.46
04/11/2024	10526	Special Dist Risk Mgmt Authority (SDRMA)	Basic Life & ADD, LTD, Dental, Vision - May 2024	-2,016.01
04/11/2024	10527	Triola, Joseph (v)	mileage reimb - Feb 2024	-62.98
04/11/2024	10528	U.S. Bank cc *3611	4246 0445 5565 3611, Stmnt Date 3/25/24	-4,142.04
04/11/2024	10529	Ubeo Business Services	laserfische renewal, 4/21/24-4/20/25	-2,725.00
04/11/2024	10530	ULINE	storage cabinets, sheds, shelves & bins	-5,383.69
04/11/2024	10531	Verizon Wireless	Telephones: 2/9/24-3/8/24	-578.22
04/11/2024	10532	Cintas Corporation	weekly supplies: towels & scrapers, spec order beanie caps	-202.67
Total JP Morgan Chase - Primary 7399				-337,237.68
TOTAL				-337,237.68

**Sanitary Distr. No.5 of Marin Co.  
Warrant List Detail**

March 15 through April 11, 2024

04/15/24

Num	Type	Date	Name	Memo	Account	Paid Amo...
EFT	Check	04/01/202	CalPERS (Health Premi...	ID: 4163206459, Employee Health Premiums - Apr 2024	JP Morgan Chase - Primary ...	
				Inv #1000 000 17486932, Active Employee Health - Apr 2...	8020.05 · Employee Health	-23,977.23
				Inv #1000 000 17486932, Retiree Health - Apr 2024	8022.05 · Retiree Health	-1,123.69
TOTAL						-25,100.92
EFT	Check	03/25/202	CalPERS (457 Def Comp)	457 Contributions - 3/15/24 payroll	JP Morgan Chase - Primary ...	
				457 Contributions - 3/15/24 payroll	8008 · Deferred Comp 457	-4,328.31
TOTAL						-4,328.31
EFT	Check	04/01/202	CalPERS (Pension)	Pension - Feb 2024	JP Morgan Chase - Primary ...	
				Pepra, Feb 2024	8019.05 · PERS Retirement	-12,097.21
				Classic, Feb 2024	8019.05 · PERS Retirement	-14,566.84
TOTAL						-26,664.05
EFT	Check	04/03/202	CalPERS (Pension)	Pension - Mar 2024	JP Morgan Chase - Primary ...	
				Pepra, Mar 2024	8019.05 · PERS Retirement	-12,097.21
				Classic, Mar 2024	8019.05 · PERS Retirement	-14,566.84
TOTAL						-26,664.05
EFT	Check	04/03/202	CalPERS (457 Def Comp)	457 Contributions - 3/31/24 payroll	JP Morgan Chase - Primary ...	
				457 Contributions - 3/31/24 payroll	8008 · Deferred Comp 457	-4,328.31
TOTAL						-4,328.31
10478	Bill Pmt -Check	03/19/202	Marin County Ford, Corp.	VOID: misprint	JP Morgan Chase - Primary ...	
TOTAL						0.00

04/15/24

**Sanitary Distr. No.5 of Marin Co.  
Warrant List Detail**

March 15 through April 11, 2024

Num	Type	Date	Name	Memo	Account	Paid Amo...
<b>10479</b>	<b>Bill Pmt -Check</b>	<b>03/19/202</b>	<b>Marin County Ford, Corp.</b>	<b>2024 Ford Maverick - March 2023</b>	<b>JP Morgan Chase - Primary ...</b>	
3FTT...	Bill	03/19/202		2024 Ford Maverick - March 2024	9229.8 · Vehicle Replacement	-22,639.01
TOTAL						-22,639.01
<b>10480</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>Access Answering Serv...</b>	<b>Answering Service - Apr 2024</b>	<b>JP Morgan Chase - Primary ...</b>	
31828	Bill	04/05/202		Answering Service - Apr 2024	8510 · Data/Alarms/IT Supp &...	-75.90
TOTAL						-75.90
<b>10481</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>Alameda Electrical Distr...</b>	<b>supplies</b>	<b>JP Morgan Chase - Primary ...</b>	
S5782...	Bill	03/28/202		supplies - Mar 2024, PO #753069	7027 · Electrical & Instrument	-1,787.46
S5782...	Bill	03/29/202		supplies - Mar 2024, PO #753069	7027 · Electrical & Instrument	-94.67
TOTAL						-1,882.13
<b>10482</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>Alhambra</b>	<b>water &amp; equipment rental - Mar 2024</b>	<b>JP Morgan Chase - Primary ...</b>	
12012...	Bill	03/29/202		water & equipment rental - Mar 2024	8541 · Water	-195.39
TOTAL						-195.39
<b>10483</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>Aramark Uniform Servic...</b>	<b>work shirts (2), John Rosser</b>	<b>JP Morgan Chase - Primary ...</b>	
26245...	Bill	03/19/202		Inv 26245117, work shirts (2), John	8515 · Safety	-108.46
TOTAL						-108.46
<b>10484</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>AT&amp;T</b>	<b>Telephone: 3/28/24-4/27/24</b>	<b>JP Morgan Chase - Primary ...</b>	
Bill Dat...	Bill	03/28/202		3/28/24-4/27/24	8532 · Paradise Cove Teleph...	-140.93
				3/28/24-4/27/24	8533 · Pumps & Lines Teleph...	-360.92
TOTAL						-501.85

04/15/24

**Sanitary Distr. No.5 of Marin Co.  
Warrant List Detail**

March 15 through April 11, 2024

<u>Num</u>	<u>Type</u>	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amo...</u>
<b>10485</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>BAAQMD</b>	<b>General Permits/Fees - renewal May 2024-May 2025</b>	<b>JP Morgan Chase - Primary ...</b>	
T166914	Bill	03/02/202		Inv #T166914, Renewal #695686; Facility ID: 22957, Cust...	7062 · Permits/Fees - General	-491.00
TOTAL						-491.00
<b>10486</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>Balf, Abigail (v)</b>	<b>reimb: mileage &amp; work boots</b>	<b>JP Morgan Chase - Primary ...</b>	
3/11/24	Bill	03/11/202		mileage reimb - 3/1/24	6018.2 · Standby Mileage Exp...	-44.22
3/26/24	Bill	03/26/202		safety boots, balance for FY 23-24	8520 · Personal Protection/Sa...	-79.60
3/26/24	Bill	03/26/202		mileage reimb, 3/22/24	6018.2 · Standby Mileage Exp...	-44.22
TOTAL						-168.04
<b>10487</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>Banshee Networks, Inc.</b>	<b>Data/Alarms/IT Supp &amp; Licensing - Feb 2024</b>	<b>JP Morgan Chase - Primary ...</b>	
16191	Bill	03/18/202		Data/Alarms/IT Supp & Licensing - Feb 2024	8510 · Data/Alarms/IT Supp &...	-2,275.32
TOTAL						-2,275.32
<b>10488</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>Bay Alarm</b>	<b>security alarm monitoring, Apr-June 2024</b>	<b>JP Morgan Chase - Primary ...</b>	
21277...	Bill	03/04/202		security alarm monitoring, Apr-June 2024	8510 · Data/Alarms/IT Supp &...	-258.00
TOTAL						-258.00
<b>10489</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>Brentwood Industries, I...</b>	<b>dry weather primary helical reel polychem skimming s...</b>	<b>JP Morgan Chase - Primary ...</b>	
70800-...	Bill	03/13/202		dry weather primary helical reel polychem skimming syste...	9206 · Infl Dry Weather Pump ...	-97,533.25
TOTAL						-97,533.25
<b>10490</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>Burke, Williams &amp; Sore...</b>	<b>District Counsel Services - through Feb 2024</b>	<b>JP Morgan Chase - Primary ...</b>	
318463	Bill	03/29/202		District counsel services - through Feb 29, 2024	6039 · Legal	-2,937.50
TOTAL						-2,937.50

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<b>10491</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>Cain's Tire, Incorporated</b>	<b>tire repair &amp; new tire</b>	<b>JP Morgan Chase - Primary ...</b>	
Stmnt D...	Bill	02/29/202		tire repair on F-250, PO 749474, Feb 2024 new tire for OPS Maverick, PO 749479, Feb 2024	7072 · Maintenance 7072 · Maintenance	-38.00 -195.99
TOTAL						-233.99
<b>10492</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>Caltest Analytical Labor...</b>	<b>MP Lab Monitoring - Feb 2024</b>	<b>JP Morgan Chase - Primary ...</b>	
717728	Bill	03/12/202		MP Lab Monitoring - Feb 2024 MP Lab Monitoring - Feb 2024	7052 · Paradise Cove Monitori... 7051 · Main Plant Lab Monitor...	-3,150.30 -4,668.55
TOTAL						-7,818.85
<b>10493</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>Cintas Corporation</b>	<b>VOID:misprinted check, incorrect address</b>	<b>JP Morgan Chase - Primary ...</b>	
TOTAL						0.00
<b>10494</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>Collodi, Pete (v)</b>	<b>mileage reimb, Jan-Feb 2024</b>	<b>JP Morgan Chase - Primary ...</b>	
3/26/24	Bill	03/26/202		mileage reimb, Jan-Feb 2024	6018.2 · Standby Mileage Exp...	-308.20
TOTAL						-308.20
<b>10495</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>Comcast Business (Inte...</b>	<b>Internet &amp; Business, Apr 2024</b>	<b>JP Morgan Chase - Primary ...</b>	
Bill Dat...	Bill	03/26/202		Internet & Business - Apr 2024	8531 · Main Plant Telephones	-698.81
TOTAL						-698.81
<b>10496</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>Comcast Business (VOI...</b>	<b>VOIP: Mar 2024</b>	<b>JP Morgan Chase - Primary ...</b>	
19647...	Bill	03/01/202		VOIP telephones, Mar 2024	8531 · Main Plant Telephones	-377.64
TOTAL						-377.64

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<b>10497</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>CWEA</b>	<b>certification renewal fees: Tony, Rulon, Joe. Members...</b>	<b>JP Morgan Chase - Primary ...</b>	
T Rubi...	Bill	03/04/202		T Rubio #39532: Lab Analyst (G1) - Apr 2024-Mar 2025	6020 · Continuing Education	-98.00
J Triol...	Bill	03/04/202		Collection System Maint (G1) - Apr 2024-Mar 2025	6020 · Continuing Education	-319.00
R Cottr...	Bill	03/04/202		R Cottrell #58912 Lab Analyst (G1) - Apr 2024-Mar 2025	6020 · Continuing Education	-98.00
TOTAL						-515.00
<b>10498</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>DKF Solutions Group, L...</b>	<b>CBT: Respiratory Proterction &amp; Confined Space, Train...</b>	<b>JP Morgan Chase - Primary ...</b>	
22004	Bill	02/07/202		CBT: Respiratory Protection & Confined Space	8515 · Safety	-3,400.00
22112	Bill	04/01/202		Training Link Subscriptions - Apr 2024	8515 · Safety	-350.00
TOTAL						-3,750.00
<b>10499</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>Goodman Building Sup...</b>	<b>tank exchanges, supplies</b>	<b>JP Morgan Chase - Primary ...</b>	
888579	Bill	03/02/202		Exchange LP tank, PO 195191 - March 2024	7071 · Fuel	-71.41
888723	Bill	03/05/202		Exchange LP tank , PO 195192 - Mar 2024	7071 · Fuel	-93.04
888781	Bill	03/06/202		M.P. Supplies, PO 195193 - March 2024	7021 · Plant Maintenance Sup...	-129.82
3/7/24	Bill	03/07/202		18-8 Hex Lag, PO 655654	7011 · Pumps & Lines Mainte...	-59.49
TOTAL						-353.76
<b>10500</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>Harrington Industrial Pl...</b>	<b>supplies - Jan 2024</b>	<b>JP Morgan Chase - Primary ...</b>	
00602...	Bill	02/02/202		supplies, PO 195185 - Jan 2024	7022 · Plant Maint. Parts & Se...	-31.61
TOTAL						-31.61
<b>10501</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>HASA</b>	<b>Liquichlor, cargo tank &amp; pesticide assessments</b>	<b>JP Morgan Chase - Primary ...</b>	
945172	Bill	03/01/202		Main Plant Chemicals - Feb 2024	7024 · Main Plant Chemicals	-11,485.24
933717	Bill	03/03/202		Pesticide Assessments, not paid on previous invoices. Se...	7024 · Main Plant Chemicals	-312.63
TOTAL						-11,797.87

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<b>10502</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>HF&amp;H Consultants, LLC</b>	<b>Consulting - Feb 2024</b>	<b>JP Morgan Chase - Primary ...</b>	
9720984	Bill	03/12/202		2022 Sewer Rate Study - Feb 2024	6017 · Consulting Fees	-817.50
TOTAL						-817.50
<b>10503</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>Hill, Arlee S. (v)</b>	<b>reimb: CWEA seminar, certification, and renewal fee</b>	<b>JP Morgan Chase - Primary ...</b>	
3/15/24	Bill	03/15/202		CWEA Collection System Maint Certificate, 3/12/24	6020 · Continuing Education	-295.00
3/21/24	Bill	03/21/202		CWEA Collection System TCP Seminar, 3/13/24	6020 · Continuing Education	-75.00
3/21/24	Bill	03/21/202		CWEA Renewal Fee, CSM-1, 3/20/24	6025 · Dues & Subscriptions	-98.00
TOTAL						-468.00
<b>10504</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>Home Depot Credit Serv...</b>	<b>Stmt Date 3/21/24</b>	<b>JP Morgan Chase - Primary ...</b>	
Stmt D...	Bill	03/21/202		cannister organizer, PO 955716	7021 · Plant Maintenance Sup...	-40.40
				toggle bolts, PO 195183	7021 · Plant Maintenance Sup...	-9.26
				heat gun, PO 195184	7021 · Plant Maintenance Sup...	-107.17
				ext cords, storage totes, kitchen faucet (brk rm), plumbing ...	7021 · Plant Maintenance Sup...	-650.09
				finance charge	6066 · Late Fees, Svc Charge...	-37.68
TOTAL						-844.60
<b>10505</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>Jackson's Hardware, Inc.</b>	<b>3/31/24 Stmt Date, supplies</b>	<b>JP Morgan Chase - Primary ...</b>	
150314	Bill	03/12/202		MP Parts & Service, PO 655657 - March 2024	7022 · Plant Maint. Parts & Se...	-373.58
150470	Bill	03/14/202		Safety Boots FY23-24, Pete C, PO PC952193 - March 2024	8515.01 · Boot Allowance	-156.21
150549	Bill	03/15/202		MP Maintenance Supplies, PO 195194 - March 2024	7021 · Plant Maintenance Sup...	-7.51
TOTAL						-537.30
<b>10506</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>Jill Kalehua, DMMS</b>	<b>Accounting services - Mar 2024</b>	<b>JP Morgan Chase - Primary ...</b>	
Mar 20...	Bill	04/01/202		Accounting services - Mar 2024	6008 · Audit & Accounting	-2,010.00
TOTAL						-2,010.00

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<b>10507</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>Koffler Electrical Mecha...</b>	<b>repairs on 3 motors</b>	<b>JP Morgan Chase - Primary ...</b>	
01050...	Bill	03/08/202		Plant Maint. Parts & Service: 0.75 HP Motor Repair, PO #...	7022 · Plant Maint. Parts & Se...	-1,615.56
01050...	Bill	03/08/202		Plant Maint. Parts & Service: 10.0 HP Motor Repair, PO D...	7022 · Plant Maint. Parts & Se...	-1,096.42
01050...	Bill	03/08/202		Plant Maint. Parts & Service: 2 HP Motor Repair, PO DL7...	7022 · Plant Maint. Parts & Se...	-984.84
TOTAL						-3,696.82
<b>10508</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>Linscott Engineering C...</b>	<b>Rod hole repair @ Beach + Teal Rds - March 2024</b>	<b>JP Morgan Chase - Primary ...</b>	
4258	Bill	03/15/202		Rod hole repair @ Beach + Teal Rds - March 2024	9313 · Manholes/Rodholes	-4,684.56
TOTAL						-4,684.56
<b>10509</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>Lystek Int'l, LTD</b>	<b>Biosolids delivered - Mar 2024</b>	<b>JP Morgan Chase - Primary ...</b>	
153-846	Bill	03/31/202		Biosolids delivered - Mar 2024	7029 · Main Plant Sludge Disp...	-821.67
TOTAL						-821.67
<b>10510</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>McCampbell Analytical, ...</b>	<b>MP Lab Monitoring - March 2024</b>	<b>JP Morgan Chase - Primary ...</b>	
2402H15	Bill	03/14/202		MP Lab Monitoring, PO 953251 - March 2024	7051 · Main Plant Lab Monitor...	-7,385.00
TOTAL						-7,385.00
<b>10511</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>Mill Valley Refuse Serv (...)</b>	<b>Garbage - Mar 2024</b>	<b>JP Morgan Chase - Primary ...</b>	
00035...	Bill	03/01/202		Garbage service, Mar 2024	7028 · Grounds Maintenance	-270.53
TOTAL						-270.53
<b>10512</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>NSI Lab Solutions, Inc.</b>	<b>res. chlorine ampules - Mar 2024</b>	<b>JP Morgan Chase - Primary ...</b>	
432067	Bill	03/12/202		res. chlorine ampules - Mar 2024	7025 · Lab Supplies & Chemic...	-984.00
TOTAL						-984.00



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<b>10513</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>Nute Engineering Corp.</b>	<b>Consulting @ Cove Rd. Pump Station - Feb 2024</b>	<b>JP Morgan Chase - Primary ...</b>	
27111	Bill	03/08/202		Consulting @ Cove Rd. Pump Station - Feb 2024	6017 · Consulting Fees	-1,920.00
TOTAL						-1,920.00
<b>10514</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>O'Reilly Auto Parts</b>	<b>wipers, wiper fluids, tailgate cables</b>	<b>JP Morgan Chase - Primary ...</b>	
6173-1...	Bill	03/05/202		Auto Parts & Maintenance, PO 953098 - March 2024	7072 · Maintenance	-188.92
TOTAL						-188.92
<b>10515</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>Office Depot</b>	<b>Closing Date 3/18/24, office supplies</b>	<b>JP Morgan Chase - Primary ...</b>	
Stmnt D...	Bill	03/18/202		(2) cases of copy paper, Mar 2024	6047 · Office Supplies	-116.89
TOTAL						-116.89
<b>10516</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>Owen Equipment Sales</b>	<b>service charge - Mar 2024</b>	<b>JP Morgan Chase - Primary ...</b>	
Stmnt D...	Bill	03/29/202		service charge - Mar 2024	6066 · Late Fees, Svc Charge...	-9.74
TOTAL						-9.74
<b>10517</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>Pacific Gas &amp; Electric</b>	<b>Stmnt Date 3/29/24, gas &amp; electric</b>	<b>JP Morgan Chase - Primary ...</b>	
Stmnt D...	Bill	03/29/202		Stmnt Date 3/29/24 Stmnt Date 3/29/24 Stmnt Date 3/29/24	8542 · Main Plant Utilities 8543 · Paradise Cove Utilities 8544 · Pump Station Utilities	-19,183.98 -3,846.03 -5,916.31
TOTAL						-28,946.32
<b>10518</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>PAN-PACIFIC SUPPLY ...</b>	<b>Pump &amp; Seal field service</b>	<b>JP Morgan Chase - Primary ...</b>	
29615...	Bill	03/19/202		Pump & Seal Field Service. PO RC95325	7022 · Plant Maint. Parts & Se...	-5,915.00
TOTAL						-5,915.00

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<b>10519</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>Peterson CAT</b>	<b>generator maintenance, heating/sensing units, adjust ...</b>	<b>JP Morgan Chase - Primary ...</b>	
SW27...	Bill	03/05/202		Tib #3 Generator Maintenance, PO 749473	7011 · Pumps & Lines Mainte...	-3,242.07
PC040...	Bill	03/06/202		heater & sensing unit, PO 749464	7011 · Pumps & Lines Mainte...	-212.76
PC040...	Bill	03/06/202		heating & sensing unit, PO 749464	7011 · Pumps & Lines Mainte...	-212.76
SW27...	Bill	03/13/202		BPS #1 (Cove Rd) Generator Replacement (PO#DL74948...	9309 · BPS #1 Generator Rep...	-1,595.50
SW27...	Bill	03/20/202		portable generator maintenance, PO DL749478	7011 · Pumps & Lines Mainte...	-1,239.57
SW27...	Bill	03/29/202		adjust after treatment system - Mar 2024	7011 · Pumps & Lines Mainte...	-1,250.05
TOTAL						-7,752.71
<b>10520</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>Robert L Talavera, LLC</b>	<b>SSIGS ArcView, support - Feb 2024</b>	<b>JP Morgan Chase - Primary ...</b>	
RLT02...	Bill	02/28/202		SSIGS ArcView, support - Feb 2024	8510 · Data/Alarms/IT Supp &...	-675.00
TOTAL						-675.00
<b>10521</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>Rosser, John M. (v)</b>	<b>reimb: mileage Nov 23 &amp; Mar 2024, Wellness tuition</b>	<b>JP Morgan Chase - Primary ...</b>	
11/14/23	Bill	11/14/202		mileage reimb - Nov 2023	6018.2 · Standby Mileage Exp...	-114.73
3/12/24	Bill	03/12/202		mileage reimb - 3/1/2 & 3/2/24	6018.2 · Standby Mileage Exp...	-58.68
3/26/24	Bill	03/26/202		mileage reimb - 3/23/24 & 3/24/24	6018.2 · Standby Mileage Exp...	-58.68
4/1/24	Bill	04/01/202		reimb: Wellness, class tuition - Apr 2024	8020 · Employee Health	-250.00
TOTAL						-482.09
<b>10522</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>Rubio, Antonio (v)</b>	<b>reimb: safety boots &amp; phone charging cord for Maveri...</b>	<b>JP Morgan Chase - Primary ...</b>	
4/2/24	Bill	04/02/202		reimb: safety boots - Mar 2024	8520 · Personal Protection/Sa...	-200.00
				phone charging cord for Maverick truck - Mar 2024	7070 · Truck Maintenance	-16.77
TOTAL						-216.77
<b>10523</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>Salazar, Ignacio G. (v)</b>	<b>Wastewater Technology 1 &amp; 2 training, 3/13/24</b>	<b>JP Morgan Chase - Primary ...</b>	
3/14/24	Bill	03/14/202		Wastewater Technology 1 & 2 training, 3/13/24. Mileage, ...	6018.1 · Meetings & Travel	-473.58
TOTAL						-473.58

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<b>10524</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>Screechfield-Lablue, Pi...</b>	<b>reimb: mileage, meals &amp; health (smartwatch)</b>	<b>JP Morgan Chase - Primary ...</b>	
3/14/24	Bill	03/14/202		Wastewater Technology 1 & 2, 3/13/24. Mileage reimb	6018.1 · Meetings & Travel	-147.40
3/20/24	Bill	03/20/202		Wastewater Technology 1 & 2, 3/13/24. Meals reimb	6018.1 · Meetings & Travel	-135.00
				Health/Wellness benefit, smartwatch, FY 23-24	8020.05 · Employee Health	-599.99
TOTAL						-882.39
<b>10525</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>Solenis, LLC</b>	<b>Praestol K 148 &amp; 290, chemicals</b>	<b>JP Morgan Chase - Primary ...</b>	
13257...	Bill	03/15/202		chemicals, Praestol K, PO AB848127 - Feb 2024	7024 · Main Plant Chemicals	-4,631.86
13258...	Bill	03/27/202		Praestol K 290, PO AB848134 - Mar 2024	7024 · Main Plant Chemicals	-5,358.60
TOTAL						-9,990.46
<b>10526</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>Special Dist Risk Mgmt ...</b>	<b>Basic Life &amp; ADD, LTD, Dental, Vision - May 2024</b>	<b>JP Morgan Chase - Primary ...</b>	
May 2...	Bill	04/05/202		Basic Life & ADD, LTD, Dental, Vision - May 2024	8020.05 · Employee Health	-2,016.01
TOTAL						-2,016.01
<b>10527</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>Triola, Joseph (v)</b>	<b>mileage reimb - Feb 2024</b>	<b>JP Morgan Chase - Primary ...</b>	
3/13/24	Bill	03/13/202		mileage reimb - Feb 2024	6018.2 · Standby Mileage Exp...	-62.98
TOTAL						-62.98
<b>10528</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>U.S. Bank cc *3611</b>	<b>4246 0445 5565 3611, Stmt Date 3/25/24</b>	<b>JP Morgan Chase - Primary ...</b>	
Stmt D...	Bill	03/25/202		Intercontinental Willard, Wash DC, 2/28/24	6018.1 · Meetings & Travel	-775.00
				Woodlands Market, MASS meeting, 2/29/24	6018 · Travel & Meetings	-64.36
				CWEA membership for Pierce Screechfield Lablue, PO 84...	6020 · Continuing Education	-217.87
				Zoom, 3/3/24	6018 · Travel & Meetings	-86.72
				Safeway, MASS meeting, 2/29/24	6018 · Travel & Meetings	-73.44
				CWEA, School of Solids: Pierce S. LaBlue, PO 848124, 3/...	6020 · Continuing Education	-211.96
				CWEA, School of Solids: Ignacio Salazar, PO 848124, 3/1...	6020 · Continuing Education	-211.96
				Home Depot, stretch wrap, PO 953096, 3/4/24	6047 · Office Supplies	-80.73
				Home Depot, multi position ladder, PO PC952192, 3/5/24	7021 · Plant Maintenance Sup...	-300.49
				Goodman Building Supply, 3/7/24, returned because chan...	7011 · Pumps & Lines Mainte...	-58.65

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				CWEA, Biological Nitrogen Removal, Webinar, Abigail Bal...	6020 · Continuing Education	-24.65
				Underground Republic Water, ORings/Gaskets, PO 74949...	7022 · Plant Maint. Parts & Se...	-301.71
				Fairfield Inn & Suites, Pierce LaBlue lodging for WQ1 clas...	6018 · Travel & Meetings	-530.37
				Norman Wright Mechanical, 3/18/24	7022 · Plant Maint. Parts & Se...	-463.16
				Microsoft, 3/21/24	6025 · Dues & Subscriptions	-69.00
				USPS, 3/22/24	6056 · Postage	-268.15
				Amazon, LED beacon light, PO 749491, 3/22/24	7072 · Maintenance	-145.96
				Amazon, lens wipes, PO 848117, 2/27/24	7023 · Janitorial Supplies & S...	-24.63
				Amazon, dryer sheets, 2/26/24	7023 · Janitorial Supplies & S...	-6.75
				Amazon, hose pliers, PO 749480, 2/28/24	7022 · Plant Maint. Parts & Se...	-21.12
				Amazon, digital thermometers, PO 848122, 2/29/24	7025 · Lab Supplies & Chemic...	-38.33
				Amazon, 48 piece silverware set, PO 848131, 3/8/24	7023 · Janitorial Supplies & S...	-22.40
				Amazon, 2 gear wrenches, PO 848135, 3/20/24	7021 · Plant Maintenance Sup...	-20.61
				Amazon, disc magnets, PO 848135, 3/20/24	6047 · Office Supplies	-30.00
				Amazon, 3 car chargers, PO 848135, 3/20/24	7072 · Maintenance	-94.02
TOTAL						-4,142.04
<b>10529</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>Ubeo Business Services</b>	<b>laserfische renewal, 4/21/24-4/20/25</b>	<b>JP Morgan Chase - Primary ...</b>	
SO Ag...	Bill	01/26/202		laserfische renewal, 4/21/24-4/20/25	8510 · Data/Alarms/IT Supp &...	-2,725.00
TOTAL						-2,725.00
<b>10530</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>ULINE</b>	<b>storage cabinets, sheds, shelves &amp; bins</b>	<b>JP Morgan Chase - Primary ...</b>	
17506...	Bill	02/29/202		2 standard mobile storage cabinet - Feb 2024, PO AB848...	7021 · Plant Maintenance Sup...	-70.03
17517...	Bill	03/04/202		2 mobile bin storage cabinet - Mar 2024, PO AB848125	7021 · Plant Maintenance Sup...	-4,664.44
17570...	Bill	03/15/202		Suncast jumbo storage shed	7021 · Plant Maintenance Sup...	-649.22
TOTAL						-5,383.69
<b>10531</b>	<b>Bill Pmt -Check</b>	<b>04/11/202</b>	<b>Verizon Wireless</b>	<b>Telephones: 2/9/24-3/8/24</b>	<b>JP Morgan Chase - Primary ...</b>	
99586...	Bill	03/08/202		Telephones: February - March 2024 balance from previous invoice	8531 · Main Plant Telephones 8531 · Main Plant Telephones	-578.12 -0.10
TOTAL						-578.22

04/15/24

Sanitary Distr. No.5 of Marin Co.  
Warrant List Detail  
March 15 through April 11, 2024

Num	Type	Date	Name	Memo	Account	Paid Amo...
10532	Bill Pmt -Check	04/11/202	Cintas Corporation	weekly supplies: towels & scrapers, spec order beani...	JP Morgan Chase - Primary ...	
19046...	Bill	02/27/202		Personal Protection/Safety Wear, Special Order - Februar...	8520 · Personal Protection/Sa...	-27.67
41850...	Bill	03/01/202		Personal Protection/Safety Wear - March 2024	8520 · Personal Protection/Sa...	-35.00
41857...	Bill	03/08/202		Personal Protection/Safety Wear - March 2023	8520 · Personal Protection/Sa...	-35.00
41864...	Bill	03/15/202		Personal Protection/Safety Wear - March 2024	8520 · Personal Protection/Sa...	-35.00
41872...	Bill	03/22/202		weekly scraper and towels - Mar 2024	7023 · Janitorial Supplies & S...	-35.00
41879...	Bill	03/29/202		weekly scraper and towels - Mar 2024	7023 · Janitorial Supplies & S...	-35.00
TOTAL						-202.67

# CASH REQUIREMENTS

**CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 03/15/24: \$86,094.10**

**IMPORTANT COVID-19 INFORMATION:** If you filed IRS Form 7200, please notify your Paychex representative to avoid owing a balance at the end of the quarter and ensure your Form 941 is accurate.

**TRANSACTION SUMMARY**

<b>SUMMARY BY TRANSACTION TYPE -</b>	TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	86,094.10	
	CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	<b>86,094.10</b>	
	TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	8,345.80	
	CASH REQUIRED FOR CHECK DATE 03/15/24	<u>94,439.90</u>	

**TRANSACTION DETAIL**

**ELECTRONIC FUNDS TRANSFER** - *Your financial institution will initiate transfer to Paychex at or after 12:01 A.M. on transaction date.*

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<u>BANK DRAFT AMOUNTS &amp; OTHER TOTALS</u>
03/14/24	JPMORGAN CHASE BANK,	xxxxxxxxxxxxx506	Direct Deposit	Net Pay Allocations	55,137.04	55,137.04
03/14/24	JPMORGAN CHASE BANK,	xxxxxxxxxxxxx506	Taxpay@	Employee Withholdings		
				Social Security	5,395.66	
				Medicare	1,261.86	
				Fed Income Tax	12,441.28	
				CA Income Tax	5,200.70	
				<b>Total Withholdings</b>	<u>24,299.50</u>	
				Employer Liabilities		
				Social Security	5,395.66	
				Medicare	1,261.90	
				<b>Total Liabilities</b>	<u>6,657.56</u>	30,957.06
				<b>EFT FOR 03/14/24</b>		<b>86,094.10</b>
				<b>TOTAL EFT</b>		<b>86,094.10</b>

**REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES** - *Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.*

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<u>TOTAL</u>
03/15/24	Refer to your records for account Information		Payroll	Employee Deductions		
				401A Member Contribu	4,729.84	
				Calpers 457B Roth	700.00	
				Calpers 457B TRDL	2,160.31	
				Med 125	222.32	
				Med FSA EE Pretax	533.33	
				<b>Total Deductions</b>	<u>8,345.80</u>	
				<b>TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES</b>		<b>8,345.80</b>

# CASH REQUIREMENTS

**CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 03/15/24: \$86,094.10**

**PAYCHEX WILL MAKE THESE TAX DEPOSIT(S) ON YOUR BEHALF** - *This information serves as a record of payment.*

<u>DUE DATE</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	
03/20/24	Taxpay®	FED IT PMT Group	25,756.36
03/20/24	Taxpay®	CA IT PMT Group	5,200.70

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# CASH REQUIREMENTS

**CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 03/29/24: \$106,752.78**

**IMPORTANT COVID-19 INFORMATION:** If you filed IRS Form 7200, please notify your Paychex representative to avoid owing a balance at the end of the quarter and ensure your Form 941 is accurate.

**TRANSACTION SUMMARY**

<b>SUMMARY BY TRANSACTION TYPE -</b>	TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	106,752.78	
	CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	<b>106,752.78</b>	
	TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	8,345.80	
	CASH REQUIRED FOR CHECK DATE 03/29/24	115,098.58	

**TRANSACTION DETAIL**

**ELECTRONIC FUNDS TRANSFER** - *Your financial institution will initiate transfer to Paychex at or after 12:01 A.M. on transaction date.*

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<u>BANK DRAFT AMOUNTS &amp; OTHER TOTALS</u>
03/28/24	JPMORGAN CHASE BANK,	xxxxxxxxxxxxx506	Direct Deposit	Net Pay Allocations	71,388.72	71,388.72
03/28/24	JPMORGAN CHASE BANK,	xxxxxxxxxxxxx506	Taxpay@	Employee Withholdings		
				Social Security	6,585.46	
				Medicare	1,540.18	
				Fed Income Tax	13,708.12	
				CA Income Tax	5,404.67	
				<b>Total Withholdings</b>	<b>27,238.43</b>	
				Employer Liabilities		
				Social Security	6,585.47	
				Medicare	1,540.16	
				<b>Total Liabilities</b>	<b>8,125.63</b>	35,364.06
				<b>EFT FOR 03/28/24</b>		<b>106,752.78</b>
				<b>TOTAL EFT</b>		<b>106,752.78</b>

**REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES** - *Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.*

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<u>TOTAL</u>
03/29/24	Refer to your records for account information		Payroll	Employee Deductions		
				401A Member Contribu	4,729.84	
				Calpers 457B Roth	700.00	
				Calpers 457B TRDL	2,160.31	
				Med 125	222.32	
				Med FSA EE Pretax	533.33	
				<b>Total Deductions</b>	<b>8,345.80</b>	
				<b>TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES</b>		<b>8,345.80</b>



# CASH REQUIREMENTS

**CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 03/29/24: \$106,752.78**

**PAYCHEX WILL MAKE THESE TAX DEPOSIT(S) ON YOUR BEHALF** - *This information serves as a record of payment.*

<u>DUE DATE</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	
04/03/24	Taxpay®	FED IT PMT Group	29,959.39
04/03/24	Taxpay®	CA IT PMT Group	5,404.67

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12:17 PM

04/05/24

**Sanitary Distr. No.5 of Marin Co.**  
**Annual Budget vs Actual Expenses**  
 July 1, 2023 through April 11, 2024

	Jul 1, '23 - Apr 11, '24	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
5000 · Property Taxes / AD VALOREM				
5001.2 · TEETER	554,775.04	905,000.00	-350,224.96	61.3%
5002 · UNSEC	18,240.70	15,000.00	3,240.70	121.6%
5003 · PUNS / PRIOR UNSECURED	1,102.41	1,500.00	-397.59	73.5%
5004 · REDEMPTION / RDMPPT	253.58	0.00	253.58	100.0%
5006 · SPLU	1,208.75	0.00	1,208.75	100.0%
5041 · SUPSEC	12,257.85	20,000.00	-7,742.15	61.3%
5043 · SECU	247.96	0.00	247.96	100.0%
5046 · Excess ERAF	220,981.68	255,314.00	-34,332.32	86.6%
5280 · HOPTR	1,778.08	3,000.00	-1,221.92	59.3%
5483 · Other tax	-3,983.14	7,000.00	-10,983.14	-56.9%
<b>Total 5000 · Property Taxes / AD VALOREM</b>	<b>806,862.91</b>	<b>1,206,814.00</b>	<b>-399,951.09</b>	<b>66.9%</b>
5007 · Sewer Service Charge				
5007.1 · Sewer Service - Ops	3,045,496.69	4,861,118.00	-1,815,621.31	62.7%
5007.3 · Sewer Service - Cap	58,732.77	0.00	58,732.77	100.0%
<b>Total 5007 · Sewer Service Charge</b>	<b>3,104,229.46</b>	<b>4,861,118.00</b>	<b>-1,756,888.54</b>	<b>63.9%</b>
5201 · INTEREST				
5201.1 · Interest County of Marin	565.07	0.00	565.07	100.0%
5201.2 · Interest LAIF	260,114.32	100,000.00	160,114.32	260.1%
<b>Total 5201 · INTEREST</b>	<b>260,679.39</b>	<b>100,000.00</b>	<b>160,679.39</b>	<b>260.7%</b>
5900.10 · Paradise Sewer Line Ext. Fees	0.00	15,479.10	-15,479.10	0.0%
5900.3 · Connection Fees				
5900.30 · Connection Permit Fees	68,020.00	16,250.00	51,770.00	418.6%
5900.31 · Collection	100,683.00	200,000.00	-99,317.00	50.3%
5900.34 · Treatment	143,985.00	200,000.00	-56,015.00	72.0%
<b>Total 5900.3 · Connection Fees</b>	<b>312,688.00</b>	<b>416,250.00</b>	<b>-103,562.00</b>	<b>75.1%</b>
5900.4 · Inspection Permit Fees	5,950.00	16,250.00	-10,300.00	36.6%
5900.5 · SASM Expense Reimb.	18,609.38	75,000.00	-56,390.62	24.8%
5900.9 · Other Income	0.00	100.00	-100.00	0.0%
<b>Total Income</b>	<b>4,509,019.14</b>	<b>6,691,011.10</b>	<b>-2,181,991.96</b>	<b>67.4%</b>
<b>Gross Profit</b>	<b>4,509,019.14</b>	<b>6,691,011.10</b>	<b>-2,181,991.96</b>	<b>67.4%</b>
<b>Expense</b>				
6000 · Administrative Expenses				
6001 · Advertising	6,905.42	2,000.00	4,905.42	345.3%
6002 · Outreach & Newsletter	0.00	0.00	0.00	0.0%
6008 · Audit & Accounting	52,295.78	40,000.00	12,295.78	130.7%
6017 · Consulting Fees	74,562.38	100,000.00	-25,437.62	74.6%
6018 · Travel & Meetings				
6018.1 · Meetings & Travel	14,444.14	15,000.00	-555.86	96.3%
6018.2 · Standby Mileage Expense Reimb	3,851.55	8,000.00	-4,148.45	48.1%
<b>Total 6018 · Travel &amp; Meetings</b>	<b>18,295.69</b>	<b>23,000.00</b>	<b>-4,704.31</b>	<b>79.5%</b>
6020 · Continuing Education	8,184.84	10,000.00	-1,815.16	81.8%
6021 · County Fees	0.00	16,590.00	-16,590.00	0.0%
6024 · Director Fees	6,289.32	9,000.00	-2,710.68	69.9%
6025 · Dues & Subscriptions	32,955.52	33,000.00	-44.48	99.9%
6026 · Elections	0.00	0.00	0.00	0.0%
6033 · Insurance				
6033.1 · Insurance - SD5 Property	111,326.62	100,000.00	11,326.62	111.3%
6033.2 · Insurance - SD5 Liability	19,585.50	60,000.00	-40,414.50	32.6%
6033.3 · Insurance - SD5 Auto	6,672.87	10,000.00	-3,327.13	66.7%
<b>Total 6033 · Insurance</b>	<b>137,584.99</b>	<b>170,000.00</b>	<b>-32,415.01</b>	<b>80.9%</b>

**Sanitary Distr. No.5 of Marin Co.**  
**Annual Budget vs Actual Expenses**  
 July 1, 2023 through April 11, 2024

	Jul 1, '23 - Apr 11, '24	Budget	\$ Over Budget	% of Budget
6039 · Legal	23,463.50	50,000.00	-26,536.50	46.9%
6047 · Office Supplies	4,636.64	11,000.00	-6,363.36	42.2%
6056 · Postage	1,109.11	1,300.00	-190.89	85.3%
6059 · Pollution Prevention/Public Edu	2,203.91	5,500.00	-3,296.09	40.1%
6065 · Miscellaneous Expense	8,017.96	0.00	8,017.96	100.0%
<b>Total 6000 · Administrative Expenses</b>	<b>376,505.06</b>	<b>471,390.00</b>	<b>-94,884.94</b>	<b>79.9%</b>
<b>7000 · Ops &amp; Maintenance Expenses</b>				
7010 · Pumps & Lines Maintenance				
7011 · Pumps & Lines Maintenance	136,618.11	200,000.00	-63,381.89	68.3%
7013 · Emergency Line Repair	32,844.65	100,000.00	-67,155.35	32.8%
<b>Total 7010 · Pumps &amp; Lines Maintenance</b>	<b>169,462.76</b>	<b>300,000.00</b>	<b>-130,537.24</b>	<b>56.5%</b>
7020 · Main Plant Maintenance				
7021 · Plant Maintenance Supplies	52,898.36	80,000.00	-27,101.64	66.1%
7022 · Plant Maint. Parts & Service	211,506.49	300,000.00	-88,493.51	70.5%
7023 · Janitorial Supplies & Service	4,271.50	10,000.00	-5,728.50	42.7%
7024 · Main Plant Chemicals	133,704.73	165,000.00	-31,295.27	81.0%
7025 · Lab Supplies & Chemicals	12,939.63	25,000.00	-12,060.37	51.8%
7027 · Electrical & Instrument	12,059.95	30,000.00	-17,940.05	40.2%
7028 · Grounds Maintenance	4,569.03	8,000.00	-3,430.97	57.1%
7029 · Main Plant Sludge Disposal	46,638.16	55,000.00	-8,361.84	84.8%
<b>Total 7020 · Main Plant Maintenance</b>	<b>478,587.85</b>	<b>673,000.00</b>	<b>-194,412.15</b>	<b>71.1%</b>
7040 · Paradise Cove Plant Maint				
7041 · Paradise Parts & Service	12,085.55	20,000.00	-7,914.45	60.4%
7042 · Paradise Supplies & Chemicals	4,656.76	6,500.00	-1,843.24	71.6%
7043 · Paradise Sludge Disposal	0.00	3,000.00	-3,000.00	0.0%
<b>Total 7040 · Paradise Cove Plant Maint</b>	<b>16,742.31</b>	<b>29,500.00</b>	<b>-12,757.69</b>	<b>56.8%</b>
7050 · Monitoring				
7051 · Main Plant Lab Monitoring	41,090.55	50,000.00	-8,909.45	82.2%
7052 · Paradise Cove Monitoring	5,790.30	10,000.00	-4,209.70	57.9%
7053 · Chronic Toxicity	1,857.50	15,000.00	-13,142.50	12.4%
<b>Total 7050 · Monitoring</b>	<b>48,738.35</b>	<b>75,000.00</b>	<b>-26,261.65</b>	<b>65.0%</b>
7060 · Permits/Fees				
7061 · Main Plant NPDES Renewal	19,667.50	0.00	19,667.50	100.0%
7062 · Permits/Fees - General	51,689.73	50,000.00	1,689.73	103.4%
7063 · Paradise Cove Permits/Fees	8,578.75	9,000.00	-421.25	95.3%
7064 · Paradise Cove NPDES Renewal	0.00	0.00	0.00	0.0%
<b>Total 7060 · Permits/Fees</b>	<b>79,935.98</b>	<b>59,000.00</b>	<b>20,935.98</b>	<b>135.5%</b>
7070 · Truck Maintenance				
7071 · Fuel	14,714.69	20,000.00	-5,285.31	73.6%
7072 · Maintenance	17,184.30	30,000.00	-12,815.70	57.3%
<b>Total 7070 · Truck Maintenance</b>	<b>31,898.99</b>	<b>50,000.00</b>	<b>-18,101.01</b>	<b>63.8%</b>
<b>Total 7000 · Ops &amp; Maintenance Expenses</b>	<b>825,366.24</b>	<b>1,186,500.00</b>	<b>-361,133.76</b>	<b>69.6%</b>
<b>8000 · Salaries and Benefits Expenses</b>				
8001 · Salaries	973,112.49	1,598,548.00	-625,435.51	60.9%
8003 · Overtime	109,884.09	100,000.00	9,884.09	109.9%
8004 · Standby Pay	58,995.02	80,000.00	-21,004.98	73.7%
8005 · Employee Incentives	16,075.00	60,000.00	-43,925.00	26.8%
8006 · Vacation Buyout	44,294.08	80,000.00	-35,705.92	55.4%
8013 · Payroll Taxes	85,485.80	110,000.00	-24,514.20	77.7%
8015 · Payroll/Bank Fees	6,264.40	7,000.00	-735.60	89.5%
8016 · Car Allowance	6,000.00	6,000.00	0.00	100.0%

**Sanitary Distr. No.5 of Marin Co.**  
**Annual Budget vs Actual Expenses**  
 July 1, 2023 through April 11, 2024

	Jul 1, '23 - Apr 1...	Budget	\$ Over Budget	% of Budget
<b>8019 · PERS Retirement</b>				
8019.05 · PERS Retirement	149,683.85	272,332.00	-122,648.15	55.0%
8019.06 · PERS Retirement - RBP	0.00	0.00	0.00	0.0%
8019.08 · PERS Retirement - CalPERS UAL	928,049.00	0.00	928,049.00	100.0%
<b>Total 8019 · PERS Retirement</b>	<u>1,077,732.85</u>	<u>272,332.00</u>	<u>805,400.85</u>	<u>395.7%</u>
<b>8020 · Employee Health</b>				
8020.05 · Employee Health	264,787.31	290,000.00	-25,212.69	91.3%
8021 · Employee Health Deductions	-2,891.45	0.00	-2,891.45	100.0%
8020 · Employee Health - Other	492.00	0.00	492.00	100.0%
<b>Total 8020 · Employee Health</b>	<u>262,387.86</u>	<u>290,000.00</u>	<u>-27,612.14</u>	<u>90.5%</u>
<b>8022 · Retiree Health</b>				
8022.05 · Retiree Health	46,081.63	80,144.00	-34,062.37	57.5%
8022.10 · CERBT/OPEB Annual Arc Contribtn	0.00	140,000.00	-140,000.00	0.0%
8022 · Retiree Health - Other	15,017.94	0.00	15,017.94	100.0%
<b>Total 8022 · Retiree Health</b>	<u>61,099.57</u>	<u>220,144.00</u>	<u>-159,044.43</u>	<u>27.8%</u>
<b>8023 · Workers Comp Insurance</b>	<u>52,609.00</u>	<u>58,000.00</u>	<u>-5,391.00</u>	<u>90.7%</u>
<b>Total 8000 · Salaries and Benefits Expenses</b>	<u>2,753,940.16</u>	<u>2,882,024.00</u>	<u>-128,083.84</u>	<u>95.6%</u>
<b>8500 · Other Operating Expenses</b>				
8510 · Data/Alarms/IT Supp & Licensing	97,971.74	100,000.00	-2,028.26	98.0%
8515 · Safety	67,476.57	60,000.00	7,476.57	112.5%
8520 · Personal Protection/Safety Wear	7,086.94	15,000.00	-7,913.06	47.2%
8530 · Telephone				
8531 · Main Plant Telephones	11,676.53	11,000.00	676.53	106.2%
8532 · Paradise Cove Telephones	220.40	500.00	-279.60	44.1%
8533 · Pumps & Lines Telephones	5,542.30	7,000.00	-1,457.70	79.2%
<b>Total 8530 · Telephone</b>	<u>17,439.23</u>	<u>18,500.00</u>	<u>-1,060.77</u>	<u>94.3%</u>
8540 · Utilities				
8541 · Water	9,604.66	9,000.00	604.66	106.7%
8542 · Main Plant Utilities	165,571.76	230,000.00	-64,428.24	72.0%
8543 · Paradise Cove Utilities	29,634.56	22,000.00	7,634.56	134.7%
8544 · Pump Station Utilities	61,403.34	48,000.00	13,403.34	127.9%
<b>Total 8540 · Utilities</b>	<u>266,214.32</u>	<u>309,000.00</u>	<u>-42,785.68</u>	<u>86.2%</u>
<b>Total 8500 · Other Operating Expenses</b>	<u>456,188.80</u>	<u>502,500.00</u>	<u>-46,311.20</u>	<u>90.8%</u>
<b>Total Expense</b>	<u>4,412,000.26</u>	<u>5,042,414.00</u>	<u>-630,413.74</u>	<u>87.5%</u>
<b>Net Ordinary Income</b>	97,018.88	1,648,597.10	-1,551,578.22	5.9%
<b>Other Income/Expense</b>				
<b>Other Expense</b>				
9100 · Capital Expenditures				
9200 · Main Plant Equipment Capital				
9201 · LED Lighting Upgrades	0.00	0.00	0.00	0.0%
9201.1 · M.P. Roll-Up Doors	59,081.00	75,000.00	-15,919.00	78.8%
9201.2 · M.P. Corrosion Protection	0.00	150,000.00	-150,000.00	0.0%
9202 · M.P. Drainage	0.00	0.00	0.00	0.0%
9206 · Infl Dry Weather Pump Rplcmnt				
9206.1 · Dry Weather Primary Cover	0.00	0.00	0.00	0.0%
<b>Total 9206 · Infl Dry Weather Pump Rplcmnt</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.0%</u>
9208 · M.P. Chem Feed Trx Pump Rplcmnt	0.00	0.00	0.00	0.0%
9212 · M.P. Headworks				
9212.2 · M.P. Switchgear Upgrade/Imprvmt	0.00	0.00	0.00	0.0%
<b>Total 9212 · M.P. Headworks</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.0%</u>

**Sanitary Distr. No.5 of Marin Co.**  
**Annual Budget vs Actual Expenses**  
 July 1, 2023 through April 11, 2024

	Jul 1, '23 - Apr 1...	Budget	\$ Over Budget	% of Budget
<b>9213 · M.P. Digester</b>				
9213.1 · Digester Rehab	53,216.01	600,000.00	-546,783.99	8.9%
<b>Total 9213 · M.P. Digester</b>	53,216.01	600,000.00	-546,783.99	8.9%
<b>9216 · M.P. Secondary Clarifier</b>				
9216.1 · Scum Removal Project FY22-23	0.00	300,000.00	-300,000.00	0.0%
9216 · M.P. Secondary Clarifier - Other	0.00	0.00	0.00	0.0%
<b>Total 9216 · M.P. Secondary Clarifier</b>	0.00	300,000.00	-300,000.00	0.0%
<b>9217 · SD5 Shop Rplcmnt /Ops Control</b>				
9217.1 · FY23-24 Shop Rehab	146,879.17	100,000.00	46,879.17	146.9%
<b>Total 9217 · SD5 Shop Rplcmnt /Ops Control</b>	146,879.17	100,000.00	46,879.17	146.9%
<b>9229.8 · Vehicle Replacement</b>	81,610.51	0.00	81,610.51	100.0%
<b>9200 · Main Plant Equipment Capital - Other</b>	13,060.25	0.00	13,060.25	100.0%
<b>Total 9200 · Main Plant Equipment Capital</b>	353,846.94	1,225,000.00	-871,153.06	28.9%
<b>9300 · Pumps &amp; Lines Capital</b>				
9301 · Tiburon Sewer Line Rehab Prog	136,628.57	0.00	136,628.57	100.0%
9303 · CCTV Sewer Project	0.00	250,000.00	-250,000.00	0.0%
9304 · Belvedere Sewer Line Rehab Prog	91,085.72	0.00	91,085.72	100.0%
9305 · Valve/Wet Well Replacements				
9305.2 · Tiburon Wet Well Rehab	0.00	50,000.00	-50,000.00	0.0%
<b>Total 9305 · Valve/Wet Well Replacements</b>	0.00	50,000.00	-50,000.00	0.0%
9306 · PS Pump & Valve Replacements	103,081.47	100,000.00	3,081.47	103.1%
9309 · BPS #1 Generator Replcmnt	1,595.50	600,000.00	-598,404.50	0.3%
9313 · Manholes/Rodholes	60,617.67	75,000.00	-14,382.33	80.8%
9314.01 · SR Ave Diverter Project	0.00	0.00	0.00	0.0%
9300 · Pumps & Lines Capital - Other	0.00	0.00	0.00	0.0%
<b>Total 9300 · Pumps &amp; Lines Capital</b>	393,008.93	1,075,000.00	-681,991.07	36.6%
<b>9400 · Paradise Cove Capital</b>				
9406 · P.C. Plant Grit Removal	0.00	0.00	0.00	0.0%
9407 · P.C. Pump Replacement	0.00	25,000.00	-25,000.00	0.0%
9408 · P.C. Access Rd Imprvmnts	0.00	100,000.00	-100,000.00	0.0%
9400 · Paradise Cove Capital - Other	0.00	0.00	0.00	0.0%
<b>Total 9400 · Paradise Cove Capital</b>	0.00	125,000.00	-125,000.00	0.0%
<b>9500 · Undesignated Capital</b>				
9510 · Undesignated Cap - M.P.	47,990.53	50,000.00	-2,009.47	96.0%
9520 · Undesignated Cap - P.C. Plant	0.00	25,000.00	-25,000.00	0.0%
9530 · Undesignated Cap - P & L	0.00	50,000.00	-50,000.00	0.0%
<b>Total 9500 · Undesignated Capital</b>	47,990.53	125,000.00	-77,009.47	38.4%
<b>9100 · Capital Expenditures - Other</b>	0.00	0.00	0.00	0.0%
<b>Total 9100 · Capital Expenditures</b>	794,846.40	2,550,000.00	-1,755,153.60	31.2%
<b>9700 · Debt Service</b>				
9701 · Zion Bank Loan- Principal	0.00	0.00	0.00	0.0%
9702 · Zion Bank Loan - Interest	0.00	0.00	0.00	0.0%

## Sanitary Distr. No.5 of Marin Co. Annual Budget vs Actual Expenses July 1, 2023 through April 11, 2024

	Jul 1, '23 - Apr 1...	Budget	\$ Over Budget	% of Budget
<b>9730 · Debt Service - MPR Project</b>				
<b>9730.01 · Zion Loan - Principal</b>	610,000.00	610,000.00	0.00	100.0%
<b>9730.02 · Zion Loan - Interest</b>	142,847.99	142,848.00	-0.01	100.0%
<b>9731 · Debt Service MPR Bond Principal</b>	0.00	0.00	0.00	0.0%
<b>9732 · Debt Service MPR Bond Interest</b>	0.00	0.00	0.00	0.0%
<b>9734 · MPR Refi - Principal</b>	0.00	0.00	0.00	0.0%
<b>9735 · MPR Refi - Interest</b>	0.00	0.00	0.00	0.0%
<b>Total 9730 · Debt Service - MPR Project</b>	<u>752,847.99</u>	<u>752,848.00</u>	<u>-0.01</u>	<u>100.0%</u>
<b>Total 9700 · Debt Service</b>	<u>752,847.99</u>	<u>752,848.00</u>	<u>-0.01</u>	<u>100.0%</u>
<b>Total Other Expense</b>	<u>1,547,694.39</u>	<u>3,302,848.00</u>	<u>-1,755,153.61</u>	<u>46.9%</u>
<b>Net Other Income</b>	<u>-1,547,694.39</u>	<u>-3,302,848.00</u>	<u>1,755,153.61</u>	<u>46.9%</u>
<b>Net Income</b>	<u><u>-1,450,675.51</u></u>	<u><u>-1,654,250.90</u></u>	<u><u>203,575.39</u></u>	<u><u>87.7%</u></u>

12:25 PM

## Sanitary Distr. No.5 of Marin Co.

04/05/24

## Comparative Balance Sheet

As of April 11, 2024

	Apr 11, 24	Apr 11, 23	\$ Change
<b>ASSETS</b>			
<b>Current Assets</b>			
<b>Checking/Savings</b>			
JP Morgan Chase - Primary 7399	114,678.36	461,322.93	-346,644.57
JP Morgan Chase - Payroll 7506	175,137.25	60,778.86	114,358.39
JP Morgan Chase - Transfer 7522	108,641.38	917,571.08	-808,929.70
<b>Local Agency Investment Fund</b>			
SD5 CalPERS Retirement Trust	71,951.00	0.00	71,951.00
SD5 Operating Reserve	1,200,853.05	0.00	1,200,853.05
SD5 Operating	2,458,892.36	0.00	2,458,892.36
SD5 Disaster Recovery Fund	1,000,000.00	0.00	1,000,000.00
SD5 Capital & CIP Reserve	9,725,065.99	0.00	9,725,065.99
<b>Belvedere</b>			
Belvedere Capital & CIP Reserve	0.00	4,663,350.10	-4,663,350.10
Belvedere Disaster RecoveryFund	0.00	356,250.00	-356,250.00
Belvedere Operating	0.00	902,666.08	-902,666.08
Belvedere Operating Reserve	0.00	516,923.05	-516,923.05
Belvedere PERS Retirement Trust	0.00	356,250.00	-356,250.00
<b>Total Belvedere</b>	<b>0.00</b>	<b>6,795,439.23</b>	<b>-6,795,439.23</b>
<b>Tiburon</b>			
Tiburon Capital & CIP Reserve	0.00	4,719,091.27	-4,719,091.27
Tiburon Disaster Recovery Fund	0.00	643,750.00	-643,750.00
Tiburon Operating	0.00	483,996.99	-483,996.99
Tiburon Operating Reserve	0.00	683,930.00	-683,930.00
Tiburon PERS Retirement Trust	0.00	643,750.00	-643,750.00
<b>Total Tiburon</b>	<b>0.00</b>	<b>7,174,518.26</b>	<b>-7,174,518.26</b>
<b>Total Local Agency Investment Fund</b>	<b>14,456,762.40</b>	<b>13,969,957.49</b>	<b>486,804.91</b>
<b>Total Checking/Savings</b>	<b>14,855,219.39</b>	<b>15,409,630.36</b>	<b>-554,410.97</b>
<b>Other Current Assets</b>			
Petty Cash	781.92	881.92	-100.00
<b>Total Other Current Assets</b>	<b>781.92</b>	<b>881.92</b>	<b>-100.00</b>
<b>Total Current Assets</b>	<b>14,856,001.31</b>	<b>15,410,512.28</b>	<b>-554,510.97</b>
<b>Fixed Assets</b>			
<b>Land</b>			
<b>Main Plant</b>			
<b>Chlorination</b>			
A/D - Chlorination	-10,888.00	-10,888.00	0.00
Cost - Chlorination	10,888.00	10,888.00	0.00
<b>Total Chlorination</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Collection &amp; Treatment</b>			
A/D - Collection & Treatment	-1,479,034.40	-1,473,263.40	-5,771.00
Cost - Collection & Treatment	1,728,200.72	1,484,374.72	243,826.00
<b>Total Collection &amp; Treatment</b>	<b>249,166.32</b>	<b>11,111.32</b>	<b>238,055.00</b>
<b>Electrical</b>			
A/D - Electrical	-1,075,781.83	-964,978.83	-110,803.00
Cost - Electrical	2,025,892.00	2,025,892.00	0.00
<b>Total Electrical</b>	<b>950,110.17</b>	<b>1,060,913.17</b>	<b>-110,803.00</b>
<b>Main Plant General</b>			
A/D Main Plant General	-15,874,322.58	-15,044,092.58	-830,230.00
Cost Main Plant General	20,403,927.67	20,353,877.67	50,050.00
<b>Total Main Plant General</b>	<b>4,529,605.09</b>	<b>5,309,785.09</b>	<b>-780,180.00</b>
<b>Mechanical</b>			
A/D - Mechanical	-2,277,062.44	-2,147,033.44	-130,029.00
Cost - Mechanical	2,815,158.00	2,838,343.00	-23,185.00
<b>Total Mechanical</b>	<b>538,095.56</b>	<b>691,309.56</b>	<b>-153,214.00</b>
<b>Miscellaneous</b>			
A/D - Miscellaneous	-124,558.76	-114,856.76	-9,702.00
Cost - Miscellaneous	187,571.48	190,088.48	-2,517.00
<b>Total Miscellaneous</b>	<b>63,012.72</b>	<b>75,231.72</b>	<b>-12,219.00</b>
<b>Odor Control</b>			
A/D - Odor Control	-562,511.67	-571,487.67	8,976.00
Cost - Odor Control	568,989.95	579,819.95	-10,830.00
<b>Total Odor Control</b>	<b>6,478.28</b>	<b>8,332.28</b>	<b>-1,854.00</b>
<b>Total Main Plant</b>	<b>6,336,468.14</b>	<b>7,156,683.14</b>	<b>-820,215.00</b>
<b>Misc Equipment</b>			
A/D - Misc Equipment	-20,760.00	-23,619.00	2,859.00
Cost - Misc Equipment	20,760.00	23,619.00	-2,859.00
<b>Total Misc Equipment</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**Sanitary Distr. No.5 of Marin Co.**  
**Comparative Balance Sheet**  
As of April 11, 2024

	Apr 11, 24	Apr 11, 23	\$ Change
<b>Office Equipment</b>			
A/D - Office Equipment	-38,766.21	-44,909.21	6,143.00
Cost - Office Equipment	46,902.90	57,113.90	-10,211.00
<b>Total Office Equipment</b>	8,136.69	12,204.69	-4,068.00
<b>Paradise Cove Plant</b>			
A/D - P.C. Plant	-787,070.42	-726,494.42	-60,576.00
Cost - P.C. Plant	2,063,413.80	2,064,811.80	-1,398.00
<b>Total Paradise Cove Plant</b>	1,276,343.38	1,338,317.38	-61,974.00
<b>Pump Stations - Belvedere</b>			
A/D - Pump Stations Belv	-996,076.59	-952,684.59	-43,392.00
Cost - Pump Stations Belv	1,262,801.63	1,239,961.63	22,840.00
<b>Total Pump Stations - Belvedere</b>	266,725.04	287,277.04	-20,552.00
<b>Pump Stations - Tiburon</b>			
A/D - Pump Stations Tib	-1,800,464.27	-1,640,616.27	-159,848.00
Cost - Pump Stations Tib	3,382,837.76	3,357,916.76	24,921.00
<b>Total Pump Stations - Tiburon</b>	1,582,373.49	1,717,300.49	-134,927.00
<b>Sewer Lines - Belvedere</b>			
A/D - Sewer Lines Belv	-2,124,571.52	-2,011,189.52	-113,382.00
Cost - Sewer Lines Belv	7,158,821.16	6,759,768.16	399,053.00
<b>Total Sewer Lines - Belvedere</b>	5,034,249.64	4,748,578.64	285,671.00
<b>Sewer Lines - Tiburon</b>			
A/D - Sewer Lines Tib	-3,771,364.15	-3,673,817.15	-97,547.00
Cost - Sewer Lines Tib	7,789,134.50	7,191,490.50	597,644.00
<b>Total Sewer Lines - Tiburon</b>	4,017,770.35	3,517,673.35	500,097.00
<b>Vehicles</b>			
A/D - Vehicles	-393,614.79	-340,537.79	-53,077.00
Cost - Vehicles	631,408.36	631,408.36	0.00
<b>Total Vehicles</b>	237,793.57	290,870.57	-53,077.00
<b>Total Fixed Assets</b>	18,809,155.30	19,118,200.30	-309,045.00
<b>TOTAL ASSETS</b>	<b>33,665,156.61</b>	<b>34,528,712.58</b>	<b>-863,555.97</b>
<b>LIABILITIES &amp; EQUITY</b>			
<b>Liabilities</b>			
<b>Current Liabilities</b>			
<b>Accounts Payable</b>			
2000 - Accounts Payable	0.00	808.39	-808.39
<b>Total Accounts Payable</b>	0.00	808.39	-808.39
<b>Other Current Liabilities</b>			
Compensated Absences Current	196,007.08	186,051.95	9,955.13
MPR Zion Loan Current Payable	610,000.00	595,000.00	15,000.00
MPR Zion Loan Interest Payable	37,603.00	41,292.00	-3,689.00
Retainage Payable	83,555.42	24,678.45	58,876.97
<b>Total Other Current Liabilities</b>	927,165.50	847,022.40	80,143.10
<b>Total Current Liabilities</b>	927,165.50	847,830.79	79,334.71
<b>Long Term Liabilities</b>			
MPR Zion Loan Payable	5,455,000.00	6,065,000.00	-610,000.00
Pension-related Liabilities	-3,071,948.00	-3,071,948.00	0.00
2061 - OPEB Related Liability	309,325.00	309,325.00	0.00
2960 - Deferred Debt Refinancing Costs	93,985.20	107,411.20	-13,426.00
<b>Total Long Term Liabilities</b>	2,786,362.20	3,409,788.20	-623,426.00
<b>Total Liabilities</b>	3,713,527.70	4,257,618.99	-544,091.29
<b>Equity</b>			
3900 - Net Assets	31,730,309.97	31,130,099.56	600,210.41
Net Income	-1,778,681.06	-859,005.97	-919,675.09
<b>Total Equity</b>	29,951,628.91	30,271,093.59	-319,464.68
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>33,665,156.61</b>	<b>34,528,712.58</b>	<b>-863,555.97</b>



**March 2024 Overtime Report**

<b>Full name</b>	<b>Overtime hours</b>	<b>Overtime amounts</b>
Alvarez, Joel		
Balf, Abigail	8.00	\$535.44
Bilsborough Sr., Chad E	2.00	\$179.37
Collodi, Pete		
Cottrell III, Rulon K	3.00	\$360.59
Dohrmann, Robin L		
Hill, Arlee S		
LaTorre, Daniel P	17.00	\$1,926.02
Rosser, John M	20.50	\$1,898.33
Rubio, Antonio		
Salazar, Ignacio G		
Screechfield-Lablue, Pierce L		
Triola, Joseph	5.50	\$597.90
<b>Totals</b>	<b>56.00</b>	<b>\$5,497.65</b>

## Overtime hours

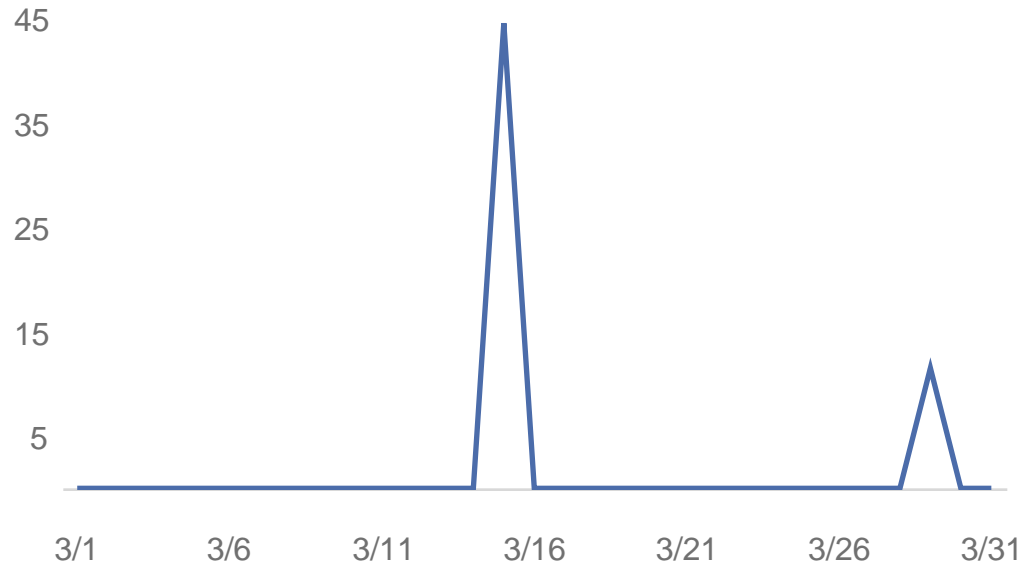


Check date

Mar 1, 2024 - Mar 31, 2024

● My Company

**56 hrs**



## Overtime amounts

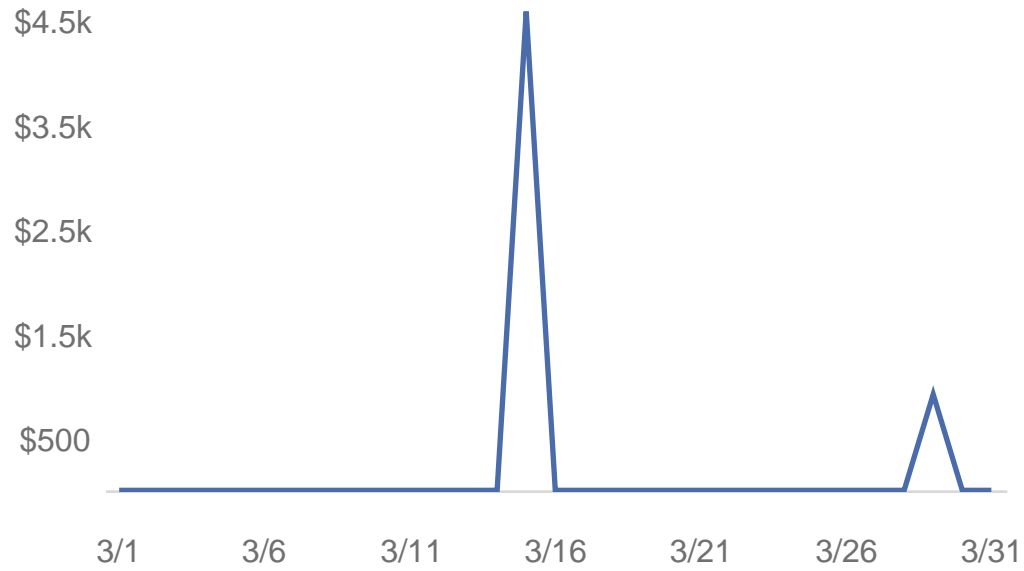


Check date

Mar 1, 2024 - Mar 31, 2024

● My Company

**\$5,497.65**



# Labor cost ⓘ



Check date

\$140k

\$100k

\$60k

\$20k

3/1 3/6 3/11 3/16 3/21 3/26 3/31

Mar 1, 2024 - Mar 31, 2024

● My Company

**\$209,538.48**



**FY23/24 Overtime Report Through March 31, 2024**

<b>Full name</b>	<b>Overtime hours</b>	<b>Overtime amounts</b>
Alvarez, Joel	56.00	\$4,511.22
Balf, Abigail	132.00	\$9,009.40
Bilsborough Sr., Chad E	334.00	\$29,680.51
Collodi, Pete	66.00	\$4,244.53
Cottrell III, Rulon K	248.00	\$30,775.41
Dohrmann, Robin L	72.25	\$7,144.08
Hage, Ross M		
Hill, Arlee S		
LaTorre, Daniel P	164.00	\$19,227.44
Mulloy, Jayne		
Rosser, John M	107.00	\$9,931.97
Rubio, Antonio		
Salazar, Ignacio G	12.50	\$781.89
Screechfield-Lablue, Pierce L	11.50	\$698.12
Triola, Joseph	93.00	\$9,013.35
<b>TOTALS</b>	<b>1296.25</b>	<b>\$125,017.92</b>

## Overtime hours



Check date

350

250

150

50

Jul 1, 2023 - Mar 31, 2024

● My Company

**1,296.25 hrs**

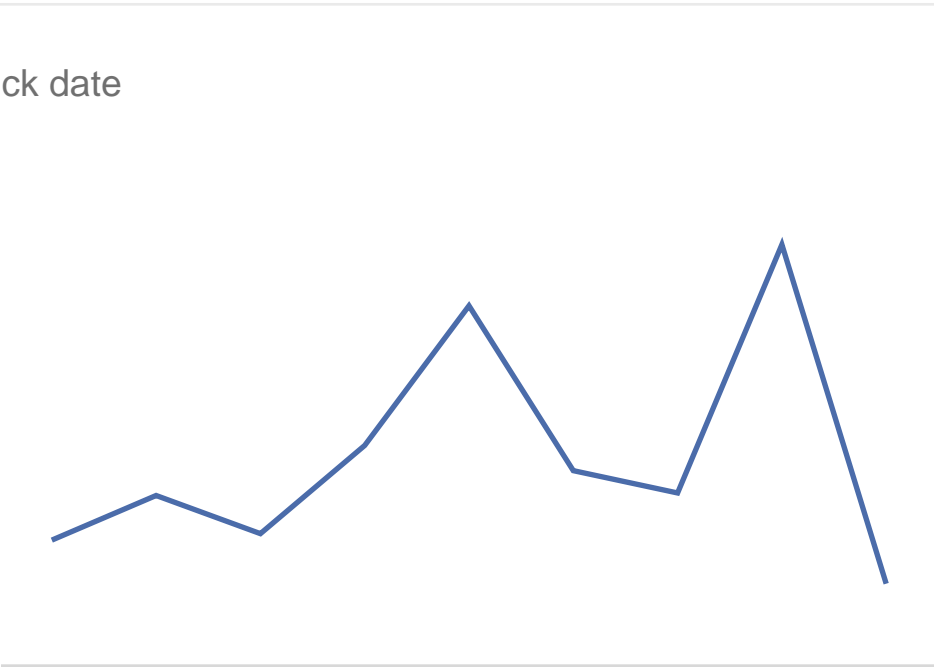
Jul

Sep

Nov

Jan

Mar



## Overtime amounts



Check date

\$35k

\$25k

\$15k

\$5k

Jul 1, 2023 - Mar 31, 2024

● My Company

**\$125,017.92**

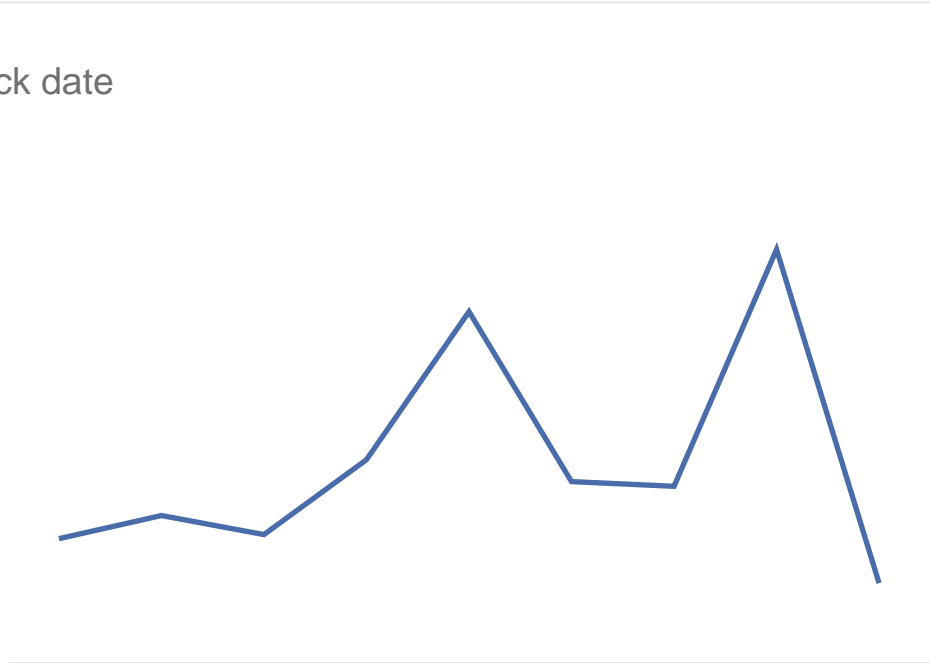
Jul

Sep

Nov

Jan

Mar



## Labor cost ⓘ



Check date

\$250k

\$150k

\$50k

Jul

Sep

Nov

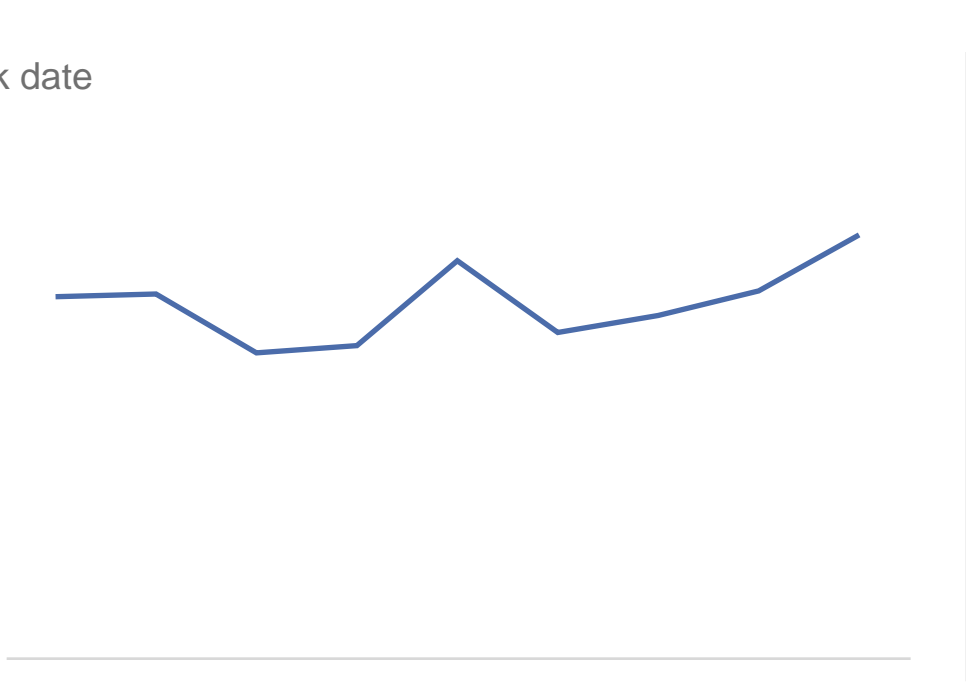
Jan

Mar

Jul 1, 2023 - Mar 31, 2024

● My Company

**\$1,583,463.17**





# Sanitary District No. 5 of Marin County



## District Management Report March 2024

### Contents:

- Transmittal Memo
- Financial/Budgetary
- HR & Personnel
- Business Administration
- Collection System Performance
- Treatment Plant Performance – Paradise Cove
- Treatment Plant Performance – Main Plant
- Pollution Prevention Activities
- Continuing Education & Safety Training
- Capital Improvement Projects

## **Transmittal Memo**

**Date:** April 18, 2024  
**To:** Board of Directors  
**From:** Tony Rubio, District Manager  
**Subject:** Management Report for March 2024

### **Fiscal Status**

Period Covered: July 1, 2023 –April 11, 2024  
Percent of Fiscal Year: 75%  
Percent of Budgeted Income to Date: 67.4%  
Percent of Budgeted Expenditures to Date: 87.5% (operating only) +UAL Payment

### **Personnel**

Separations: 1  
New Hires: None  
Promotions: None  
Recruitment Activities: None

### **Regulatory Compliance**

MP Collection System WDR Compliance: Full Compliance with all regulations  
PC Collection System WDR Compliance: Full Compliance with all regulations  
MP NPDES Permit Compliance: Full Compliance with all regulations  
PC NPDES Permit Compliance: Full Compliance with all regulations  
BAAQMD Compliance: Full Compliance with all regulations  
Significant Comments: None

*Summary of Operational Highlights are on the following pages.*

## ***Significant Events for the Month of March 2024 Include:***

### **Financial/Budgetary/Business Administration**

- Bookkeeper Jill Kalehua from DMMS (Daily Money Management Services) continues to assist with monthly AR/AP (accounts receivable/accounts payable)
- Business Server file clean up to be prioritized beginning Fiscal Year 2024
- Connection Fee update work continues with HF&H.
- New Job Descriptions Created for consideration and approval beginning FY24/25
- Compensation report submitted to State Controllers Office for Calendar Year 2023
- Draft Unrepresented benefits plan updated for consideration and approval beginning FY24/25
- FY24/25 COLA calculated and salary step plan updated for consideration and approval beginning FY24/25
- 

### **HR and Personnel**

- DM continues the oversight and data entry into CalPERS for retirement and 457 contributions

### **Continuing Education and Safety Training**

- Work with DKF solutions on District safety program updates on-going

### **Collection System Performance**

#### **Main Plant Tiburon/Belvedere:**

- No Spill report for month of February to RWQCB on CIWQS
- Rodder and Vactor work continues being performed by staff
- Smal Machine Cleaning ongoing in Tiburon
- 0 Odor complaints for reporting period

#### **Paradise Cove:**

- No Spill report for month of February to RWQCB on CIWQS.

### **Treatment Plant Performance**

#### **Paradise Cove:**

- In compliance with all permit limits

**Main Plant:**

- Submitted February 2024 Monthly SMR and DMR to the RWQCB on CIWQS.
- DW tanks taken out of service for cleaning and inspection and for preparation of cover installation
- Fuel Storage and Garbage Containment area completed, improved safety/security and improved physical appearance.

**Pollution Prevention Activities**

- P2 group meeting

**Capital Improvement Projects**

- 2022 Sewer Rehab - Project complete- awaiting final progress payment from contractor
- Cove Road MCC and Generator replacement project design at 75%
- Digester Cleaning and Rehab project out to bid – Bids due April 29, 2024
- Beginning to work on selection of pipe line segments for Sewer Rehab Project FY24/25
- Street work update regarding manholes (manager discussion)

## Glossary of Terms

- **B.O.D. (Biochemical Oxygen Demand):** Measurement of the effluent's capacity to consume dissolved oxygen to stabilize all remaining organic matter. The permit limits for our effluent for discharge into San Francisco bay require that we remove 85% influent B.O.D. and meet a weekly average of less than 45mg/l and a monthly average of less than 30 mg/l B.O.D.
- **TSS (Total Suspended Solids):** Measurement of suspended solids in the effluent. Our permit requires that we remove at least 85% of the influent TSS and that the effluent limit is less than 45 mg/l as a weekly average and less than 30 mg/l as a monthly average.
- **Chlorine Residual:** The plant effluent is disinfected with hypochlorite (chlorine "bleach") and then the residual chlorine is neutralized with sodium bisulfite to protect the bay. The effluent chlorine residual limit is 0.0 mg/l which we monitor continuously.
- **pH:** pH is a measurement of acidity with pH 7.0 being neutral and higher pH values being basic and lower pH values being acidic. Our permit effluent pH must stay within the range of 6.0-9.0, which we monitor continuously.
- **Coliform:** Coliform bacteria are the indicator organism for determination of the efficiency of the disinfection process. The lab culture samples of our effluent and the presence of coliform is an indication that pathogenic organisms may be present. This is reported as MPN/100 (number of coliform bacteria in 100 milliliters sample).
- **Flow Through Bioassay:** A 96 hour test in which we test the toxicity of our effluent to tiny fish (sticklebacks) in a flow through tank to determine the survivability under continuous exposure to our effluent. Our permit requires that we maintain a 90<sup>th</sup> percentile survival of at least 70% and an 11 sample median survival of at least 90%. In layman's terms, this means that out of the last 11 samples only one bioassay may fall below 70% survival and the middle value when all 11 samples are placed in numerical order must be at least 90%.
- **Metals Analysis:** Our permit requires that we analyze our effluent for many different metals on a monthly basis. We have permit limits for some metals. The metals are stated as a daily max and a monthly average limit. The daily max limit is the number we cannot exceed on any sample and the monthly average applies to all samples collected in any month (although usually we are only required to take one).
- **F.O.G. (Fats, oils and grease):** Quarterly we are required to monitor our effluent for Fats, Oils and Grease.

## Glossary of terms continued...

- **Headworks:** The point where all raw wastewater enters the treatment plant. In this building wastewater goes through 3 grinders to grind up all large objects that could possibly damage our influent and sludge pumps further down the treatment process.
- **Primary Sedimentation:** The next treatment process is a physical treatment process where solids that settle or float are removed and sent to the digesters for further processing.
- **Activated Sludge:** Next is the activate sludge process. This process is a biological wastewater treatment process that uses microorganisms to speed up the decomposition of wastes. When activated sludge is added to wastewater, the microorganisms feed and grow on waste particles in the wastewater. As the organisms grow and reproduce, more and more waste is removed, leaving the wastewater partially cleaned. To function efficiently, the mass of organisms needs a steady balance of food and oxygen. These tasks are closely monitored by the operations staff.
- **Secondary Clarification:** Next is secondary clarification, like primary sedimentation/clarification, this also is a physical treatment process where solids that settle or float are removed and sent to the next treatment process. The difference between Secondary Clarification and primary sedimentation is that the solids removed from the secondary clarifiers goes to 2 places. Some goes to waste to the DAFT and some goes back to the activated sludge process for further treatment. (*Microorganisms must be returned to the activated sludge process to keep an equal balance of food and microorganisms*).
- **DAFT (dissolved air floatation thickener):** Next is the DAFT. The dissolved air floatation thickening process uses air bubbles to thicken WAS(waste active sludge) solids removed from the secondary clarifier, by floating solids to the tank surface, where they are removed and sent to the digesters for final processing.
- **Sludge Digestion:** In the anaerobic digestion process, all the organic material removed from the primary sedimentation tanks and DAFT's are digested by anaerobic bacteria. The end products are methane, carbon dioxide, water and neutralized organic matter.
- **Solids Handling:** This is the process where all the neutralized sludge from the digester is finally treated. Sludge from the digester is pumped to the screw press where it is conditioned with a polymer (chemical that reacts with the sludge to remove the water from the sludge and bind the sludge particles together) in order to dewater the sludge and produce a dry cake for final disposal to the Redwood landfill.

## Glossary of terms continued...

- **Disinfection:** This is the end point for the wastewater- at this point wastewater flows through the chlorine contact tank. This contact tank allows for enough contact time for chlorine solution to disinfect the wastewater. Sodium bisulfite is introduced at the end of the tank to neutralize any residual chlorine to protect the bay.
- **MLSS (mixed liquor suspended solids):** Suspended solids in the mixed liquor of an aeration tank measured in mg/l
- **MCRT (mean cell resident time):** An expression of the average time that a microorganism will spend in the activated sludge process.
- **SVI (sludge volume index):** This is a calculation used to indicate the settling ability of activated sludge in the secondary clarifier.
- **RAS (return activated sludge):** The purpose of returning activated sludge, is to maintain a sufficient concentration of activated sludge in the aeration tank.
- **WAS (waste activated sludge):** To maintain a stable process, the amount of solids added each day to the activated sludge process are removed as WAS. We track this by our MCRT which averages 3 days
- **TWAS (thickened waste activated sludge):** The WAS is thickened in the DAFT and the thickened sludge is then pumped to the digester.
- **MPN (most probable number):** Concentrations of total coliform bacteria are reported as the most probable number. The MPN is not the absolute count of the bacteria but a statistical estimate of their concentration.
- **Bio-solids:** Anaerobic digested sludge is pumped to a screw press where excess water is removed to reduce the volume (and weight) thus producing an end result called bio-solids.
- **Polymer:** Organic polymers are added to digested sludge to bring out the formation of larger particles by bridging to improve processing.

## Wastewater Acronyms

<b>ACWA</b>	Assoc of California Water Agencies	<b>APWA</b>	American Public Works Association
<b>AWWA</b>	American Water Works Association	<b>BAAQMD</b>	Bay Area Air Quality Management District
<b>BACWA</b>	Bay Area Clean Water Agencies	<b>BAPPG:</b>	Bay Area Pollution Prevention Group
<b>CASA</b>	California Association of Sanitation Agencies	<b>CSDA</b>	California Special Districts Association
<b>CSRMA:</b>	California Sanitation Risk Management Authority	<b>CAAQS</b>	California Ambient Air Quality Standard
<b>CaIARP</b>	California Accidental Release Prevention Program	<b>CARB</b>	California Air Resources Board
<b>CDO</b>	Cease and Desist Order	<b>CECs</b>	Constituents of Emerging Concern
<b>CEQA</b>	California Environmental Quality Act	<b>CIWQS</b>	California Integrated Water Quality System
<b>CFR</b>	Code of Federal Regulations	<b>CMOM</b>	Capacity, Management, Operation and Maintenance
<b>CIWMB</b>	California Integrated Waste Management Board	<b>CPUC</b>	California Public Utilities Commission
<b>CIWQS</b>	California Integrated Water Quality System	<b>CTR</b>	California Toxics Rule
<b>CSO</b>	Combined Sewer Overflow	<b>CWAP</b>	Clean Water Action Plan
<b>CWA</b>	Clean Water Act	<b>CWEA</b>	California Water Environment Association
<b>CWARA</b>	Clean Water Authority Restoration Act	<b>DTSC</b>	Dept. of Toxic Substances Control
<b>DHS</b>	Dept. of Health Services	<b>EDW</b>	Effluent Dominated Water body
<b>EBEP</b>	Enclosed Bays and Estuaries Plan	<b>EPA</b>	Environmental Protection Agency
<b>EIS/EIR</b>	Environmental Impact Statement/Report	<b>ESMP</b>	Electronic Self-Monitoring Report
<b>ERAF</b>	Educational Reserve Augmentation Fund	<b>GASB</b>	Government Accounting Standards Board
<b>FOG</b>	Fats, Oils and Grease	<b>JPA</b>	Joint Powers Authority
<b>ISWP</b>	Inland Surface Waters Plan	<b>LOCC</b>	League of California Cities
<b>LAFCO</b>	Local Agency Formation Commission	<b>MCL</b>	Maximum Contaminant Level
<b>MACT</b>	Maximum Achievable Control Technology (air controls)	<b>MOU</b>	Memorandum of Understanding
<b>MMP</b>	Mandatory Minimum Penalty	<b>NACWA</b>	National Association of Clean Water Agencies
<b>MUN</b>	Municipal Drinking Water Use	<b>NOX</b>	Nitrogen Oxides
<b>NGOs</b>	Non-Governmental Organizations	<b>NRDC</b>	Natural Resources Defense Council
<b>NPDES</b>	Nat'l Pollutant Discharge Elimination System	<b>OWP:</b>	Office of Water Programs
<b>NTR</b>	National Toxics Rule	<b>PCBs</b>	Poly Chlorinated Biphenyls
<b>OSHA:</b>	Occupational Safety and Health Administration	<b>PPCPs</b>	Pharmaceutical and personal Care Products
<b>POTWs</b>	Publicly Owned Treatment Works	<b>Region</b>	IX Western Region of EPA (CA, AZ, NV & HI)
<b>QA/QC</b>	Quality Assurance / Quality Control	<b>RMP</b>	Risk Management Program
<b>RFP</b>	Request For Proposals	<b>RWQCB</b>	Regional Water Quality Control Board
<b>RFQ</b>	Request For Qualifications	<b>SIP</b>	State Implementation Policy (CTR/NTR criteria)
<b>SEP</b>	Supplementary Environmental Projects	<b>SRF</b>	State Revolving Fund
<b>SFEI:</b>	San Francisco Estuary Institute	<b>SSMP</b>	Sewer System Management Plan
<b>SSO</b>	Sanitary Sewer Overflow	<b>TMDL</b>	Total Maximum Daily Load
<b>SWRCB</b>	State Water Resources Control Board	<b>WEF</b>	Water Environment Federation
<b>WDR</b>	Waste Discharge Requirements	<b>WET</b>	Whole Effluent Toxicity or Waste Extraction Test
<b>WERF</b>	Water Environment Research Foundation	<b>WRFP</b>	Water Recycling Funding Program
<b>WMI</b>	Watershed Management Initiative	<b>WWTP</b>	Wastewater Treatment Plant
<b>WRDA</b>	Water Resource Development Act	<b>WWWIFA</b>	Water & Wastewater Infrastructure Financing Agency
<b>WQBEL</b>	Water Quality Based Effluent Limitation		



RESOLUTION NO. 2024-01

A RESOLUTION OF THE GOVERNING BODY OF SANITARY DISTRICT NO. 5 OF MARIN COUNTY PROPOSING AN ELECTION BE HELD IN ITS JURISDICTION; REQUESTING THE BOARD OF SUPERVISORS TO CONSOLIDATE WITH ANY OTHER ELECTION CONDUCTED ON SAID DATE, AND REQUESTING ELECTION SERVICES BY THE REGISTRAR OF VOTERS

WHEREAS, it is the determination of said governing body that the Uniform District Election, to be held on the 5<sup>th</sup> day of November, 2024, at which election the issue to be presented to the voters shall be to elect the following members to the Board of Directors:

To elect members to the Board of Directors:

Number of Regular Term Positions (4 year): 3

Number of Short Term Positions (2 year): 0

NOW THEREFORE BE IT RESOLVED by the Board of Directors of Sanitary District No. 5 of Marin County, California, pursuant to Elections Code §10002, the Board of Supervisors of the County of Marin is hereby requested to:

- 1) Consolidate said election with any other applicable election conducted on the same day in the manner described in Elections Code §10418;
- 2) Authorize and direct the Elections Department at District expense, to provide all necessary election services and to canvass the results of said elections

\* \* \* \* \*

I hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly passed and adopted by the Board of Directors of Sanitary District No. 5 of Marin County, California, at a meeting thereof duly held on the 18<sup>th</sup> day of April 2024, by the following vote:

AYES, and in favor thereof, Directors:

NOES, Directors:

ABSENT, Directors:

ABSTAIN, Directors:

APPROVED:

ATTEST:

\_\_\_\_\_  
Omar Arias-Montez  
President, Board of Directors

\_\_\_\_\_  
Richard Snyder  
Secretary, Board of Directors

## NOTICE OF ELECTIVE OFFICES

### To Be Reviewed And Completed By Jurisdiction's Representative

*Please complete and return this document by email to the Marin County Elections Department.*

#### Jurisdiction:

Sanitary District No. 5  
2001 Paradise Drive  
Tiburon CA 94920

*The scheduled candidate election  
for this jurisdiction is **November 5, 2024***

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#### *Full Term Seats Ending December 2024*

Directors: **Omar Arias-Montez**  
**John Carapiet**  
**Richard Snyder**

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#### *Full Term Seats Ending December 2026*

Directors: **Catharine Benediktsson**  
**Tod Moody**

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Payment for the publication of the candidate's statement of qualifications in the Voter Information Guide is the responsibility of the \_\_\_\_\_. *(candidate or district)*

*I confirm that the above information is correct and I have indicated any changes as necessary.*

Signature of representative \_\_\_\_\_

Title of representative \_\_\_\_\_

Date \_\_\_\_\_

*If available, place  
seal of Jurisdiction here*

**MARIN COUNTY ELECTIONS DEPARTMENT**  
**JURISDICTIONAL BOUNDARY CONFIRMATION**  
For the November 5, 2024 Statewide General Election

***Elections Code §12262: Jurisdictional boundary changes occurring less than 125 days before an election shall not be effective for purposes of that election.***

Name of Jurisdiction: \_\_\_\_\_  
Please Print

***As the representative of the above-named jurisdiction, I understand that boundary changes must be completed and duly recorded with the Marin County Elections Department no later than 125 days prior to the upcoming election.***

***To the best of my knowledge the boundary map of the above-named jurisdiction is current and assumably equates to the voter database of the Marin County Elections Department.***

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name of Representative: \_\_\_\_\_  
Please Print

Title of Representative: \_\_\_\_\_  
Please Print

Please complete and email this form to [danmiller@marincounty.org](mailto:danmiller@marincounty.org).

RESOLUTION NO. 2024-02

SANITARY DISTRICT NO.5 OF MARIN COUNTY

A RESOLUTION PROVIDING FOR THE COLLECTION BY THE COUNTY OF MARIN OF A SEWER SERVICE CHARGE IN THE AMOUNT OF \$2,033.00 FOR THE BASE RATE PARCELS PER EACH EDU AND \$1,534.00 FOR THE AD- VALOREM CREDITED PARCELS PER EACH EDU, PLUS A \$2.00 COLLECTION FEE PERPARCEL OF SANITARY DISTRICT NO.5 OF MARIN COUNTY FOR THE FISCAL YEAR 2024-2025

**WHEREAS**, Sanitary District No. 5 of Marin County ("the District") utilizes the services of the County of Marin, in order to collect applicable Sewer Service Charges, and;

**WHEREAS**, on June 29, 2023, Ordinance No. 2023-01, setting the Sewer Service Charge in the Amount of **\$2,033.00** for the Base Rate Parcels per each EDU and **\$1,534.00** for the Ad Valorem Credited Parcels per each EDU for the fiscal year 2024-2025, was adopted by the District's Board of Directors.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of Sanitary District No.5 of Marin County, California, as follows:

1. That, pursuant to Section 5473 of the Health and Safety Code of the State of California, the Sewer Service Charge for the fiscal year 2024-2025 shall be collected on the tax roll of the County of Marin, State of California, in the manner provided pursuant to Sections 5471 through 5473.11 of the Health and Safety Code of the State of California.
2. That a written report containing a description of each parcel of real property receiving District services and the amount of the charge for each parcel for the fiscal year 2024-2025, computed in conformity with the charges prescribed by Ordinance No. 2023-01, shall be prepared and filed with the County of Marin.
3. That the County of Marin shall enter the amounts of the Sewer Service Charge against the respective parcels on the assessment roll and shall collect such charges at the same time and in the same manner as the general taxes for the District.
4. That all laws applicable to the levy, collection, and enforcement of general taxes, including but not limited to, those pertaining to the manners of delinquency, correction, collection, refund, and redemption, are applicable to the collection of the District's Sewer Service Charge.

\* \* \* \* \*

Resolution No. 2024-02  
April 18, 2024

I hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly passed and adopted by the Board of Directors of Sanitary District No. 5 of Marin County at a meeting thereof held on the 18th of April, 2024, by the following vote:

AYES, and in favor thereof, Directors:

NOES, Directors:

ABSENT, Directors:

ABSTAIN, Directors:

Approved:

Attest:

---

Omar Arias-Montez  
President, Board of Directors

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Richard Snyder  
Secretary, Board of Directors

## SANITARY DISTRICT NO. 5 OF MARIN COUNTY

## ADMINISTRATIVE SERVICES MANAGER

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities that are associated with specified positions. Therefore, specifications may not include all duties performed by individuals within a classification. In addition, specifications are intended to outline the minimum qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

**DEFINITION:**

Under general direction from the General Manager, to perform professional administrative management duties, including: personnel functions, recruitment and selection; salary and benefits administration; labor relations; records management; risk management, safety, permit administration, personnel rules, policies and procedures administration; administrative support functions; supervision of various administrative and clerical staff; and, other duties as assigned.

**SUPERVISION EXERCISED/RECEIVED:**

Exercises technical and function supervision over the administrative assistant and the Inspector.  
Receives direction from the General Manager.

**ESSENTIAL FUNCTIONS** *(include but are not limited to the following):****Human Resources/Administration/Risk Management***

- Completes duties associated with payroll, personnel, employee health and pension benefits, including making monthly and quarterly reports and preparing annual W-2 forms.
- Coordinate the planning, development and implementation of the recruitment and selection process to obtain qualified candidates; develop job announcements, advertisements, supplemental and interview questions for oral examinations; administer a variety of tests and uses other selection tools to determine the qualifications of job applicants; review and screen job applications; analyze test data; arrange appraisal panels; establish eligibility lists.
- Manages Agency risk management activities, including the procurement of appropriate insurance coverage.
- Maintain confidentiality on behalf of the General Manager on matters pertaining to the District, its employees and the Board of Directors
- Administer group insurance and other employee benefit programs; coordinate plan administration with consulting firms.
- Prepare personnel rules, policies and procedures; provide interpretations and information to District personnel and other interested parties.
- Develop and implement programs in such areas as employee training, employee recognition and employee orientation.
- Administers and maintains all personnel files, employee benefits and workmen's compensation programs, including personnel management and assisting employees with completion of forms and answering questions.
- Performs word processing for staff correspondence, memos and reports, proofreads material for completeness, accuracy and correct English usage, spelling, and grammar.

*Human Resources/Administration/Risk Management- Cont.*

- Maintains a calendar for appointments, schedules and arranges meetings and preparation of required informational materials.
- Greets and assists visitors to the District office; provides information regarding processes and procedures, which may require the interpretation of rules and regulations; answers the telephone and assists and directs callers and takes messages.
- Establishes positive working relationship with representatives of community organizations, District Board of Directors, State and local agencies and associations District management and the public.
- Maintains files in accordance with the District's retention policy and procedures; acts as the official record-keeper of the District.
- Collects, sorts, distributes and posts daily mail.
- Performs other duties as required.

*IT/SAFETY*

- Oversees the maintenance of Agency operating systems including access to online employee benefits enrollment functions. Develops and maintains system access and backup protocols.
- Oversees the Districts IT and SCADA consultants work to ensure Software updates are up to date and that Cybersecurity is also up to date.
- Serve as the Safety Director and ensure the Districts safety policies are up to date with current OSHA regulations
- Manage the Districts safety training program which includes scheduling safety trainings and maintaining the Districts online Safety training database.

*Permits*

- Creates appointments and maintains calendar; schedules and arranges meetings for permit inspections and plan reviews.
- Read and interpret general standards, plans and specifications; maintain job records, permits, as-built plans, and test reports.
- Assist the District Manager in checking and approving large construction plans for new public and private sewers; assist with preliminary job/project layout.
- Document site/neighborhood conditions prior to start-up of public sewer replacement/construction project.
- Assess the safety precautions taken on sewer construction sites, and enforce District specifications.
- Review methods of construction to determine their adequacy in relation to standards.
- Prepare and submit accurate records, progress reports and permits for all work performed.
- Upgrade and maintain District map inventory, using both hand and computer drafting methods.

Sanitary District No. 5 of Marin County  
Administrative Services Manager Job Description

**QUALIFICATIONS:**

Knowledge of:

- Principles and techniques of personnel administration with emphasis on recruitment and selection and employee benefits.
- Laws, regulations, policies and procedures pertaining to personnel administration.
- Compensation practices and survey methods.
- Statistical concepts and methods.
- Principles of supervision.
- Principles of organization and management.
- Secretarial and business communication skills and practices.
- Basic knowledge of computer network practices or requirements.
- The District's ordinances.
- Construction practices, procedures, methods, materials, tools, equipment, and supplies as applicable to the construction of public and private sewers, collection system pumping stations, and related appurtenances.
- Codes, regulations, specifications, ordinances, laws, practices, and enforcement procedures pertaining to the inspection and regulation of construction of public and private sewers, collection system pumping stations, and related appurtenances.
- Civil, structural, mechanical, and electrical engineering as it relates to construction of public and private sewers, collection system pumping stations, and related appurtenances.
- Safety hazards and appropriate precautions per Cal-OSHA and OSHA safety regulations applicable to construction of public and private sewers, collection system pumping stations, and related appurtenances.
- Operation, materials, and methods of sewage collection, treatment, and construction, including County Health Codes related thereto.
- Surveying and drafting procedures, instruments and equipment.
- Safe work practices
- Mathematics as it applies to construction of public and private sewers, collection system pumping stations, and related appurtenances.

Skill in:

- Performing complex and detailed office administrative support work.
- Composing clear and concise correspondence related to District business.
- Imputing and retrieving data from automated systems with sufficient speed and accuracy to perform the work.
- Maintaining accurate records and files.
- Preparing clear and accurate reports.



Sanitary District No. 5 of Marin County  
Administrative Services Manager Job Description

Ability to:

- Type a minimum of 50 wpm, and proficiency in various computer software programs, including the Microsoft Office 2013 suite or higher.
- Operate modern office equipment including, but not limited to, computer equipment.
- Compose, edit, proofread and format various documents and business correspondence.
- Develop individual and team goals, objectives and performance measures to achieve results consistent with District objectives.
- Make difficult and timely decisions; meet deadlines and work independently.
- Ability to compose and produce items of a confidential nature, including personnel investigations.
- Effectively administer and interpret the personnel, and administrative support functions of the District.
- Collect and analyze statistical information.
- Maintain comprehensive records systems.
- Plan, supervise, serve as resource, and direct the work of assigned staff.
- Communicate clearly and concisely, both orally and in writing.
- Effectively review, interpret and apply any and all provisions contained in District agreements and/or Memoranda of Understanding pertaining to District employee organizations and Union-represented groups.
- Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

**OTHER QUALIFICATIONS:**

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

- Equivalent to graduation from a four-year college or university with major course work in, business or public administration, or a field related to the work.
- Experience in a public agency is highly desirable.

**LICENSES AND CERTIFICATES:**

Must possess a valid California motor vehicle driver's license and a good driving record consistent with requirements established by the District. Failure to maintain an acceptable driving record shall be cause for discipline, up to and including dismissal.

**PHYSICAL DEMANDS:**

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, vision to read a printed page and a computer screen; and hearing and speech to communicate in person and over the phone.

**WORKING CONDITIONS:**

Ability to interact with others (co-workers, supervisors, subordinates, vendors, and members of the public) in a professional manner; to accept constructive criticism from supervisors, peers, and subordinate employees; to recognize the need for, and to seek assistance or clarification as needed; to work independently; to handle work-related stress in a professional manner; to prioritize assignments and meet deadlines; to prevent personal problems from adversely impacting work for self or others; to arrive at work as scheduled and to work the hours as agreed upon and scheduled.

## SANITARY DISTRICT NO. 5

### ADMINISTRATIVE ASSISTANT/BOARD SECRETARY

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

#### **DEFINITION:**

Under general supervision of the Administrative Services Manager, this confidential classification provides assistance to the Board of Directors and performs a variety of office support duties including document preparation, file maintenance, data entry, and reception; provides information or directs questions or requests to the appropriate staff; learns and demonstrates a full understanding of all applicable policies, procedures, and work methods associated with assigned duties; performs other duties as assigned.

#### **DISTINGUISHING CHARACTERISTICS:**

The **Administrative Assistant** is a journey level class that provides a variety of routine, complex, and confidential secretarial and administrative support. This class is distinguished from other District classes by its focus on administrative support activities.

#### **SUPERVISION RECEIVED/EXERCISED:**

Receives general supervision from the District Manager and/or Administrative Services Manager. Incumbents in this class do not routinely exercise supervision.

#### **ESSENTIAL FUNCTIONS:** *(include but are not limited to the following)*

- 1. Perform a variety of responsible, complex, and difficult office support and administrative duties; greet and screen office and telephone callers in cooperation with the Administrative Support Specialist(s); receive and route incoming mail in the absence of the Administrative Support Specialist(s).
- 2. Type, originate, edit, and proofread and distribute a variety of letters, documents and memos including Board and Committee agendas, minutes, memos, and agenda items; perform data entry and retrieve information; prepare and maintain a variety of complex statistical spreadsheets, databases, and reports.
- 3. Operate a variety of office equipment including a computer and word processing, database and spreadsheet software applications; originate, recommend, and develop reports, forms, formats, and procedures.
- 4. Maintain and store a variety of records, files, logs and reports related to departmental operations and activities, including confidential Human Resources information; periodically review and purge documents in accordance with applicable laws, regulations and guidelines.
- 5. Perform all administrative secretarial duties as required for the Board of Directors, General Manager, and management staff; process registration, room and travel arrangements for the Board and General Manager, as needed, and prepare related expense reports.
- 6. Attend Board and special committee meetings and prepare agendas and minutes.
- 7. Follow up on Board-related actions including resolutions, ordinances, postings, and publication notices of adjourned/special meetings.
- 8. Maintain calendar of activities, meetings, and various events; arrange meetings and make appointments; participate in special projects as assigned.
- 9. Maintain sensitive personnel and benefits records; process new hire and termination paperwork; process benefits changes; prepare and distribute a variety of notices regarding benefits, salary schedules, evaluations, and personnel actions; provide general HR assistance, as required.

## ADMINISTRATIVE ASSISTANT

Page 2

- 10. Assist in entry and verification of payroll, as needed.
  - 11. Assist in coordinating employee events, including employee award presentations; layout, design, and edit District newsletter and other outreach materials; employee recognition events; schools outreach projects; District outreach activities; and, website and social media updates.
  - 12. Inventory office supplies and order as necessary.
  - 13. Establish positive working relationship with the Board, District management and staff, other agencies and the public.
14. Perform other related duties as required.

### **PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:**

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement, and fine coordination in preparing reports using a computer keyboard. Additionally, the position requires near and far vision in reading written reports and work related documents. Acute hearing is required when providing phone and personal service. The need to lift, drag, and push files, paper and documents weighing up to 25 pounds also is required.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

**QUALIFICATIONS:** *(The following are minimal qualifications necessary for entry into the classification.)*

#### **Education and/or Experience:**

Any combination of education and experience that has provided the knowledge, skills, and abilities necessary for an **Administrative Assistant/Board Secretary**. A typical way of obtaining the required qualifications is to possess the equivalent of three years of administrative and secretarial experience or the performance of related work, and a high school diploma or equivalent. Successful completion of two years of college-level course work in Business or Public Administration, Secretarial Science, or a directly related field is desirable.

#### **License/Certificate:**

Possession of a valid California motor vehicle driver's license and a good driving record consistent with requirements established by the District. Failure to maintain an acceptable driving record shall be cause for discipline, up to and including dismissal.

**KNOWLEDGE/SKILLS/ABILITIES:** *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

#### **Knowledge of:**

Modern office methods, procedures and equipment; Brown Act and related public meeting requirements; standard office and administrative policies and procedures; specified computer applications involving word processing, data entry, data base access and/or standard report generation; business letter writing and the standard format for typed materials; basic accounting, clerical, wastewater and computer terminology and operations; administrative procedures affecting inventory, purchasing, accounting and personnel/payroll transactions; basic principles of mathematics; applicable federal, state, and local laws, codes, and regulations, including those dealing with confidentiality; methods and techniques of scheduling work assignments; standard

## ADMINISTRATIVE ASSISTANT

Page 3

office procedures, practices, and equipment; modern office equipment, including a computer and applicable software; methods and techniques for record keeping and report preparation and writing; proper English, spelling, and grammar; occupational hazards and standard safety practices.

### **Ability to:**

Independently provide general administrative support with accuracy and speed; read, understand, and review documents for accuracy and relevant information; use applicable office terminology, forms, documents and procedures in the course of work; perform mathematical calculations quickly and accurately; interpret, explain and apply applicable laws, codes, and regulations; read, interpret, and record data accurately; organize, prioritize, and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

### **Skill to:**

Operate standard office equipment, including a computer and variety of word processing and software applications

**RESOLUTION NO. 2024-03**

**SANITARY DISTRICT NO. 5 OF MARIN COUNTY**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF SANITARY DISTRICT NO. 5 OF MARIN COUNTY APPROVING AN EMPLOYEE BENEFITS PLAN FOR UNREPRESENTED EMPLOYEES**

**WHEREAS**, Resolution No. 2017-04 establishes procedures for Employee-Employer Relations within Sanitary District No. 5 of Marin County; and

**WHEREAS**, Resolution No. 2014-08 establishes procedures for Employee-Employer Relations within Sanitary District No. 5 of Marin County; and

**WHEREAS**, Sanitary District No. 5 of Marin County has adopted a Memorandum of Understanding with the exclusive representative for its represented employees (“MOU”) that describes benefits for the District’s represented employees; and

**WHEREAS**, Sanitary District No. 5 has certain full-time employees that are employed in classifications that are not represented and are not covered by the MOU; and

**WHEREAS**, Sanitary District No. 5 desires to adopt an updated Benefits Plan for these unrepresented employees that describes their applicable benefits under the terms described in the Plan;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of Sanitary District No. 5 of Marin County, California, that the attached Employee Benefits Plan for Unrepresented Employees is approved.

\* \* \* \* \*

I hereby certify that the forgoing is a full, true, and correct copy of a resolution duly and regularly passed and adopted by the Board of Directors of Sanitary District No. 5 of Marin County , California, at a meeting thereof duly held on the 18<sup>th</sup> day of April, 2024, by the following vote:

AYES, and in favor thereof, Directors:

NOES, Directors:

ABSENT, Directors:

ABSTAIN, Directors:

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Omar Arias-Montez  
President, Board of Directors

\_\_\_\_\_  
Richard Snyder  
Director, Board of Directors

SANITARY DISTRICT NO. 5 of MARIN COUNTY  
EMPLOYEE BENEFITS PLAN FOR UNREPRESENTED EMPLOYEES  
EFFECTIVE JULY 1, 2024

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## EMPLOYEE BENEFITS PLAN FOR UNREPRESENTED EMPLOYEES

This document summarizes the benefits for individuals employed in full-time classifications at Sanitary District No. 5 of Marin County (“District”) that are not represented by recognized employee organizations, and applies to the following exempt classifications:

### *District Manager*

### *Administrative Services Manager*

### *Administrative Assistant/ Board Secretary*

These benefits apply to full-time employees in these classifications unless otherwise superseded by an employment agreement that is approved by the District Board of Directors. Employees covered by the Plan will also be eligible for any additional benefits approved by the Board of Directors that apply to their classifications. All employees covered by this benefits plan are “at-will” employees unless otherwise specified in an employment agreement or other legislative action of the Board of Directors.

### Section 1. Dental Benefits

The District shall make a dental benefit available to employees covered by this Benefits Plan. The actual dental plan and terms of coverage shall be determined by the District. For any employee desiring coverage under this dental benefit, the District shall contribute the current rate for the employee and eligible dependents portion per month toward the benefit. Any cost for the dental benefit that is not paid by the District will be paid by the employee through the employee’s Section 125 Cafeteria Plan and/or payroll deduction.

### Section 2. Vision Insurance Benefits

The District shall make a vision benefit available for employees covered by this Benefits Plan. The actual vision plan and terms of coverage shall be determined by the District. For any employee desiring coverage under this vision benefit, the District shall contribute the current rate for the employee only portion per month toward the benefit. Any cost for the vision benefit that is not paid by the District will be paid by the employee through the employee’s Section 125 Cafeteria Plan and/or payroll deduction.

### Section 3. Life Insurance Benefits

The District shall provide a Basic Life and Accidental Death and Dismemberment Insurance plan in the amount of \$50,000.



**Section 4. Health Benefits**

The District provides health coverage through CalPERS. The District’s contribution toward medical insurance will be the minimum contribution level established by CalPERS pursuant to Government Code 22892. Any remaining premium amount shall be paid by the employee either through the Section 125 Cafeteria Plan described below, through payroll deductions, or a combination thereof.

The District has established a cafeteria benefit plan in accordance with Section 125 of the Internal Revenue Code, allowing employees to use pre-tax compensation for medical, dependent medical, employee dental, dependent dental, employee vision, dependent vision, eligible uninsured medical expenses, or a combination thereof.

In addition to the minimum contribution amount established annually by CalPERS for medical benefits, the District shall contribute an additional amount to an employee’s cafeteria plan. The amount contributed to the cafeteria plan in combination with the medical contribution shall equal the amounts listed below, based on the level of medical plan enrollment, to each active employee's Section 125 Plan account.

Hire Date	Enrollment Level	District Contribution
Before Dec 18 2012	Employee only	100% Kaiser Basic plus administrative fees and Contingency Reserve Fund assessments for employee only, minus employer PEMHCA contribution; plus cost of dental plan for employee only; plus cost of vision plan for employee only
Before Dec 18 2012	Employee + 1	100% Kaiser Basic plus administrative fees and Contingency Reserve Fund assessments for employee plus eligible dependent, minus employer PEMHCA contribution; plus cost of dental plan for employee and eligible dependent; plus cost of vision plan for employee only
Before Dec 18 2012	Employee + 2 or more	100% Kaiser Basic plus administrative fees and Contingency Reserve Fund assessments for employee plus eligible dependents, minus employer PEMHCA contribution; plus cost of dental plan for employee and eligible dependents; plus cost of vision plan for employee only
After Dec 18 2012	Employee only, Employee + 1, or Employee + 2 or more	100% of Kaiser Basic plus administrative fees and Contingency Reserve Fund assessments for employee plus eligible dependents, minus employer PEMHCA contribution; plus cost of dental plan for employee only; plus cost of vision plan for employee only

Any cost for the plan not paid by the District will be paid by the employee through the Section 125 Cafeteria Plan and/or payroll deductions.

Eligible employees who are covered by health insurance through their spouse or other source with benefits comparable to those provided through District sponsored plans may waive coverage under the District sponsored Plans. The employee shall sign a waiver form provided by the District. The employee must understand that re-enrollment is subject to any provisions of the medical plan. Procedures for the administration of the Section 125 Plan shall be determined by the District.

#### ***4.2 (d) Opt-out***

Eligible employees who are covered by health insurance through their spouse or other group health plan may waive coverage under the District sponsored Plans and receive a in lieu of cash benefit of \$400 per month. The employee shall sign a waiver form provided by management and provide proof of coverage in another group health plan, Employees receiving the health insurance waiver benefit must notify the Human Resources Department if they cease to be covered by any other medical plan, thereby making them ineligible for the health insurance waiver benefit. The employee must understand that re-enrollment in the District sponsored CalPERS Plan is subject to the limitations/exclusions/time period instituted by CalPERS. Employees are eligible to re-enroll during the CalPERS open enrollment period.

#### ***4.3 Employee Health and Wellness Program***

A total of \$600 is available for reimbursement for the fiscal year per participating employee for health and wellness reimbursements approved under CSRMA's (District Workers Comp Insurance Program) Health and Wellness Program.

### **Section 5. Long Term Disability Insurance Benefits**

The District shall provide each employee with Long Term Disability Insurance ("LTD"). The District shall contribute for each employee the sum necessary per month to cover the entire premium cost of a long-term disability insurance policy selected by the District.

### **Section 6. Retirement Benefits**

#### **6.1 CalPERS Pension**

The District shall continue to contract with the California Public Employees' Retirement System (CalPERS) to provide retirement benefits for eligible employees as described in this Section.

**6.2 Tier One: “2.7% at 55” Retirement Benefit Formula – Employees Hired On or Before December 30, 2012**

This Section 6.2, including subsections, shall apply to employees hired on or before December 30, 2012.

**6.2.1 “2.7% at 55” Pension Benefit Formula**

The “2.7% at 55” pension benefit formula will be available to employees covered by this Section 9.2.

**6.2.2 Final Compensation Based On 12-Month Period**

For purposes of determining a pension benefit, final compensation for employees covered by this Section 9.2 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 21362.2.

**6.3 Tier Two: “2% @ 60” Retirement Formula Benefit – Employees Hired After December 30, 2012 and Employees Qualified for Reciprocity (Classic Member)**

This Section 6.3, including subsections, shall apply to employees hired after December 30, 2012 and employees hired on or after January 1, 2013 who are qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related CalPERS reciprocity (Classic Member) requirements.

**6.3.1. “2% @ 60” Pension Formula**

The “2% at 60” pension benefit formula will be available to employees covered by this Section 9.3.

**6.3.2 Final Compensation Based On 36-Months**

For the purposes of determining a retirement benefit, final compensation for employees covered by this Section 9.3 shall mean the highest annual average pensionable compensation earned during a period of thirty-six (36) consecutive months of service.

**6.4 Tier One and Tier Two Employees: Employer Paid Member Contribution and Pension Cost-Sharing**

Under the Public Employees’ Retirement Law, two types of contributions are required to fund the District’s PERS benefits: (1) member (employee) contributions and (2) employer contributions. Employee and employer contributions are stated as a percentage of pensionable compensation.

Member contributions for District employees are set by statute: 8% for Tier One employees (“2.7% at 55” retirement benefit formula) and 7% for Tier Two employees (“2% at 60” retirement benefit formula.) The District’s contribution rates are set by CalPERS.

Government Code Section 20691 permits an employer to pay all or a portion of the member (employee) contributions for employees hired on or before December 31, 2012. (“Employer paid member contribution” or “EMPC”)

Government Code Section 20516 permits employees to share a portion of their employer’s pension cost. (“Pension cost-sharing”)

6.4.1 For Tier One and Tier Two employees subject to Sections 6.2 or 6.3 above, the District shall pay the member (employee) contribution (“employer paid member contribution,” or “EPMC”) and the employees shall pension cost-share as follows:

For FY 2022-2023: The District shall pay the full member contribution, and the employee shall pay, through payroll deduction, 5% of PERSable compensation as permitted by Government Code Section 20516(f).

For FY 2023-2024: The District shall pay the full member contribution, and the employee shall pay, through payroll deduction, 6% of PERSable compensation as permitted by Government Code Section 20516(f).

For FY 2024-2025: The District shall pay the full member contribution, and the employee shall pay, through payroll deduction, 7% of PERSable compensation as permitted by Government Code Section 20516(f).

For FY 2025-2026: The District shall pay the full member contribution, and the employee shall pay, through payroll deduction, 8% of PERSable compensation as permitted by Government Code Section 20516(f).

6.4.2 Implementation of Internal Revenue Code Section 414(h)(2)

All EPMCs for employees are reported to CalPERS as compensation in accordance with Government Code Section 20636(c)(4). The District shall continue to implement Internal Revenue Code Section 414 (h)(2).

**6.5 Tier Three: PEPPRA Retirement Tier Required For Employees Hired On or After January 1, 2013 and Not Qualified For Reciprocity (Not A Classic Member)**

This Section 6.5 including subsections shall apply to employees who were hired on or after January 1, 2013, and who do not qualify for pension reciprocity (not a Classic Member) as stated in Government Code Section 7522.02(c) of the Public Employees’ Pension Reform Act (“PEPPRA”).

6.5.1 2% at 62 Pension Formula

The “2% @ 62” retirement program as described in Government Code Section 7522.20 will be available to employees covered by this Section 6.5.

6.5.2 Final Compensation Based On 36-Months

Effective January 1, 2013, for the purposes of determining a retirement benefit, final compensation for employees covered by this Section 6.5 shall mean the highest average annual pensionable compensation earned during a period of thirty-six (36) consecutive months of service.

6.5.3 Required Employee (Member) Contributions

January 1, 2013, bargaining unit members covered by this Section 6.5 shall pay, through payroll deduction, fifty percent (50%) of normal costs as determined by CalPERS.

6.6 For willing participants the District offers a deferred compensation match of up to \$5,000 per employee per fiscal year. The District currently offer participation into Calpers deferred comp (<https://www.calpers.ca.gov/page/active-members/retirement-benefits/deferred-compensation> )

**6.6 Other Options Included In CalPERS Contract**

Subject to CalPERS rules and regulations, employees shall be eligible for other options included in the District’s contract with CalPERS:

- (a) Sick leave credit
- (b) Non-Industrial Disability
- (c) Optional Settlement 2W Pre-Retirement Death Benefit
- (d) \$500 lump sum post-retirement death benefit
- (e) 2% COLA
- (f) Full formula plus social security
- (g) Military service credit as public service

## Section 7. Retiree Health Benefits

7.1 Pursuant to Resolution Nos. 2000-12, 2000-13 and 2002-09, eligible employees hired prior to November 18, 2012 are entitled to the following additional retiree medical benefits:

- (a). Eligible retired employees hired by the District before September 1, 2000

To be eligible for benefits under this subsection upon retirement, the annuitant must have been a full-time District employee for a minimum of five continuous years (which must be immediately preceding retirement for eligible retired employees hired by the District before September 1, 2000), must be at least 55 years of age and must retire from the District with PERS retirement. Any additional PERS requirements will also apply. The District shall contribute to the annuitant's HRA or similar funding mechanism the amount necessary to pay the cost of the enrollment of the annuitant, including the enrollment of his or her eligible dependents, in a health benefit plan, up to a maximum of the Kaiser basic/supplemental rates per month plus administrative fees and Contingency Reserve Fund assessment, minus the minimum PEMHCA contribution made by the District on the retiree's behalf.

- (b) Eligible retired employees hired by the District after September 1, 2000.

To be eligible for benefits under this subsection, the annuitant must have been a full-time District employee for a minimum of five continuous years, must be at least 55 years of age and must retire from the District with PERS retirement. Any additional PERS requirements will also apply. The District shall contribute to the annuitant's HRA or similar funding mechanism the amount necessary to pay the full cost of the annuitant's enrollment, including the enrollment of his or her eligible dependents, in a health benefits plan or plans up to a maximum of one hundred percent (100%) of the weighted average of the health benefits plan premiums for employees or annuitants enrolled for self alone plus ninety percent (90%) of the weighted average of the additional premiums required for enrollment of his or her eligible dependents in the four (4) health benefits plans which have the

largest number of enrollments during the year to which the formula is applied plus administrative fees and Contingency Reserve Fund assessment, but not more than one hundred percent (100%) of premium applicable to him or her.

- (c) Eligible employees hired by the District on or after November 18, 2012 are entitled to the minimum employer contribution established annually by CalPERS.

### **Section 8. Holidays**

Regular full-time employees shall be eligible for holiday pay, not to exceed eight (8) hours for any one (1) day, or nine (9) hours for employees assigned to 9-80 workweeks, or ten (10) hours for employees assigned to a 4-10 weekly work schedule, provided they are in a pay status on one of their regularly scheduled workdays either immediately preceding or following the holiday. The rate of compensation for the holiday shall be based upon the employee's regular hourly wage rate.

The holidays observed in this District shall be:

- (1) New Year's Day, January 1
- (2) Memorial Day
- (3) Independence Day, July 4
- (4) Thanksgiving Day
- (5) Day after Thanksgiving Day
- (6) Christmas

Employees shall have six (6) floating holiday in addition to the existing six (6) holidays per fiscal year. Requests to schedule floating holidays shall be presented to the employee's supervisor, and are subject to rescheduling based on the needs of the District.

When a holiday falls on a full-time employee's regularly scheduled day off, the employee shall receive eight (8) hours of additional time, or nine (9) hours for employees assigned to 9-80 workweeks, or ten (10) hours for employees assigned to a 4-10 weekly schedule, at a time determined by agreement between the District Manager and the employee. Such time off earned must be taken within six (6) months of the holiday as scheduled with the District Manager; provided, however, that with the approval of the District Manager the time limit may be extended.

**Section 9. Vacation**

Regular full-time employees shall be entitled to annual vacation leave as follows:

- From one (1) to three (3) years of employment – 80 hours
- From four (4) to seven (7) years of employment – 120 hours
- From eight (8) to twenty-five (25) years of employment – 160 hours
- After twenty-five (25) years – 200 hours

The District encourages employees to annually take their vacation leave. An employee may defer vacation leave up to a limit of four hundred (400) hours. Upon accruing the maximum number of vacation hours, the employee will cease to accrue vacation until the employee’s unused vacation accrual is reduced below the cap.

Employees may sell back up to 120 hours of vacation per fiscal year. Employees with an unforeseen financial emergency may address the District Manager in writing explaining the financial burden and requesting permission to sell back additional accrued vacation hours. The District Manager will review all requests on a case by case basis. The District Manager has the right to deny the employee request with no right of appeal.

**Section 10. Sick Leave**

Regular full-time employees shall accrue sick leave at the rate of one hundred twenty (120) hours per fiscal year. Sick leave may be granted because of illness, injury, exposure to contagious disease, illness or injury of a member of the employee’s immediate family requiring the employee’s attendance, and medical, dental and optical appointments to the extent that such appointments cannot be scheduled outside the work day.

An employee’s immediate family shall consist of the employee’s: spouse; domestic partner; children; step-children; or the mother, father, brother, sister, grandchildren or grandparents of the employee, spouse, or domestic partner; or other members of the employee’s family residing in the employee’s home; or other members of the employee’s family primarily dependent upon the employee.

An employee may be granted sick leave only in case of actual sickness as defined above. In the event that an employee or a member of the employee’s immediate family recovers from any such sickness after being granted sick leave, and during the regularly scheduled hours of work, then such employee shall notify the appropriate supervisor and be available to return to duty. Sick leave may not be used before it is earned. In no event shall sick leave be converted into a cash bonus.

Excessive use of sick leave, tardiness, and failing to use the call-in procedures when absent or tardy can negatively impact job performance and affect others in the performance of their jobs. Factors that will be considered in determining whether use of sick leave is excessive include, but



are not limited to, the number of absences compared to other employees, whether absenteeism is limited to a finite time period or whether it continues over time, the basis for the absenteeism and the significance of the impact on the performance of the employee or of others.

In order to receive compensation when absent on sick leave, the employee shall notify the employee's supervisor at least four (4) hours prior to the time set for beginning the employee's duties, unless the employee is prevented from doing so by an emergency. Employees assigned to work the day shift shall provide notice to the employee's supervisor as soon as reasonably possible.

The District may require a physician's certification at any time regarding the sickness or injury of the employee or their immediate family member and the date of the employee's intended return to work.

An employee may use up to sixteen (16) hours of accrued sick leave for personal emergencies with the approval of their supervisor and the District Manager.

### **Section 11. Rest and Lunch Periods**

Under normal conditions, the work schedule of all employees shall provide a fifteen (15) minute rest period during each four (4) hour work period. Employees shall also normally have a paid 30-minute lunch period. Employees must stay within District boundaries during their lunch break.

### **Section 12. Salaries**

#### Pay Scale

Effective July 1, 2022, employees shall receive an annual Cost of Living Allowance ("COLA") increase based on the San Francisco-Oakland-San Jose Consumer Price Index for all Urban Consumers ("CPI") using the CPI annual average for the calendar year immediately preceding the commencement of the District's fiscal year with a minimum and maximum set by the terms below:

July 1, 2022 – set at 5%

July 1, 2023 – 4% min - 7% max

July 1, 2024- 3.5% min – 6.5%max

July 1, 2025- 3% min – 6% max

### **Section 13 Administrative Leave**

For those positions not covered under a contract (District Manager) exempt employees will be issued 40hrs of Administrative Leave per fiscal year on a use it or lose it basis.

RESOLUTION NO. 2024-04

SANITARY DISTRICT NO. 5 OF MARIN COUNTY

A RESOLUTION APPROVING THE ANNUAL COST OF LIVING INCREASE FOR ALL SANITARY DISTRICT NO. 5 OF MARIN COUNTY EMPLOYEES – REPRESENTED, UNREPRESENTED AND MANAGEMENT

The District Board of Sanitary District No. 5 of Marin County finds and determines it is appropriate to set forth in written form, the terms and conditions of service for the Represented Employees, as established in the Memorandum of Understanding effective July 1 2022, and any Unrepresented Employees, as specified per the Unrepresented employees’ benefits plan effective July 1, 2024.

**WHEREAS**, in accordance with the Adopted Memorandum of Understanding, approved on June 16, 2022, in Section 7, Classifications and Salaries, under Subsection 7.1, Pay Scale, “Effective July 1, 2022, employees shall receive an annual Cost of Living Allowance (“COLA”) increase based on the San Francisco-Oakland-San Jose Consumer Price Index for all Urban Consumers (“CPI”) using the CPI annual average for the calendar year immediately preceding the commencement of the District’s fiscal year with a minimum and maximum set by the terms below:

- July 1, 2022 – set at 5%
- July 1, 2023 – 4% min - 7% max
- July 1, 2024- 3.5% min – 6.5%max
- July 1, 2025- 3% min – 6% max

The COLA increase shall be implemented as a salary schedule or pay scale adjustment effective July 1 of each fiscal year during the term of this agreement.”, and;

**WHEREAS**, Sanitary District No. 5 of Marin County is required to implement the annual COLA increase for Represented Employees, and;

**WHEREAS**, Sanitary District No. 5 of Marin County is to assure any Unrepresented Employees not covered by the Memorandum of Understanding, as stated in Unrepresented Employee Benefits Plan Section 12., Salaries, Pay Scale, “Effective July 1, 2022, employees shall receive an annual Cost of Living Allowance (“COLA”) increase based on the San Francisco-Oakland-San Jose Consumer Price Index for all Urban Consumers (“CPI”) using the CPI annual average for the calendar year immediately preceding the commencement of the District’s fiscal year, with the minimum and maximum set by the terms below:

- July 1, 2022 – set at 5%
- July 1, 2023 – 4% min - 7% max
- July 1, 2024- 3.5% min – 6.5%max
- July 1, 2025- 3% min – 6% max

Resolution No. 2024-04  
April 18, 2024

The COLA increase shall be implemented as a salary schedule or pay scale adjustment effective July 1 of each fiscal year during the term of this agreement”, and;

**WHEREAS**, Sanitary District No. 5 of Marin County is to assure any Management Employees not covered by the Memorandum of Understanding, as stated in exclusive Agreements for Employment in Section IV., Compensation, “[Management Employee] is eligible for any annual cost of living increases granted across-the-board to District employees,” matching the COLA increase provided to Represented Employees.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of Sanitary District No. 5 of Marin County, California, as follows:

1. The salaries for all employees of Sanitary District No. 5 of Marin County, as stated on the attached Publicly Available Pay Scale Chart, which reflects an annual Cost of Living increase of 3.7%, effective July 1, 2024, are hereby incorporated in and made part of this Resolution.

\* \* \* \* \*

I certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly passed and adopted by the Board of Directors of Sanitary District No. 5 of Marin County, California, at a meeting thereof held on the 18<sup>th</sup> of April, 2024, by the following vote:

AYES, and in favor thereof, Directors:

NOES, Directors:

ABSENT, Directors:

ABSTAIN, Directors:

**APPROVED:**

**ATTEST:**

---

Omar Arias-Montez  
President, Board of Directors

---

Richard Snyder  
Secretary, Board of Directors



# Databases, Tables & Calculators by Subject

Change Output Options:

From: 2013 To: 2023 [GO](#)

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include graphs  include annual averages

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Data extracted on: February 6, 2024 (10:08:12 AM)

## Consumer Price Index for All Urban Consumers (CPI-U)

**Series Id:** CUURS49BSA0

Not Seasonally Adjusted

**Series Title:** All items in San Francisco-Oakland-Hayward, CA, all urban consumers, not seasonally adjusted

**Area:** San Francisco-Oakland-Hayward, CA

**Item:** All items

**Base Period:** 1982-84=100

Download: [xls](#) [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2013		242.677		244.675		245.935		246.072		246.617		245.711	245.023	243.894	246.152
2014		248.615		251.495		253.317		253.354		254.503		252.273	251.985	250.507	253.463
2015		254.910		257.622		259.117		259.917		261.019		260.289	258.572	256.723	260.421
2016		262.600		264.565		266.041		267.853		270.306		269.483	266.344	263.911	268.777
2017		271.626		274.589		275.304		275.893		277.570		277.414	274.924	273.306	276.542
2018		281.308		283.422		286.062		287.664		289.673		289.896	285.550	282.666	288.435
2019		291.227		294.801		295.259		295.490		298.443		297.007	295.004	293.150	296.859
2020		299.690		298.074		300.032		300.182		301.736		302.948	300.084	299.109	301.059
2021		304.387		309.419		309.497		311.167		313.265		315.805	309.721	306.724	312.718
2022		320.195		324.878		330.539		328.871		332.062		331.222	327.060	323.408	330.711
2023		337.173		338.496		340.056		340.094		341.219		339.915	339.050	337.689	340.411

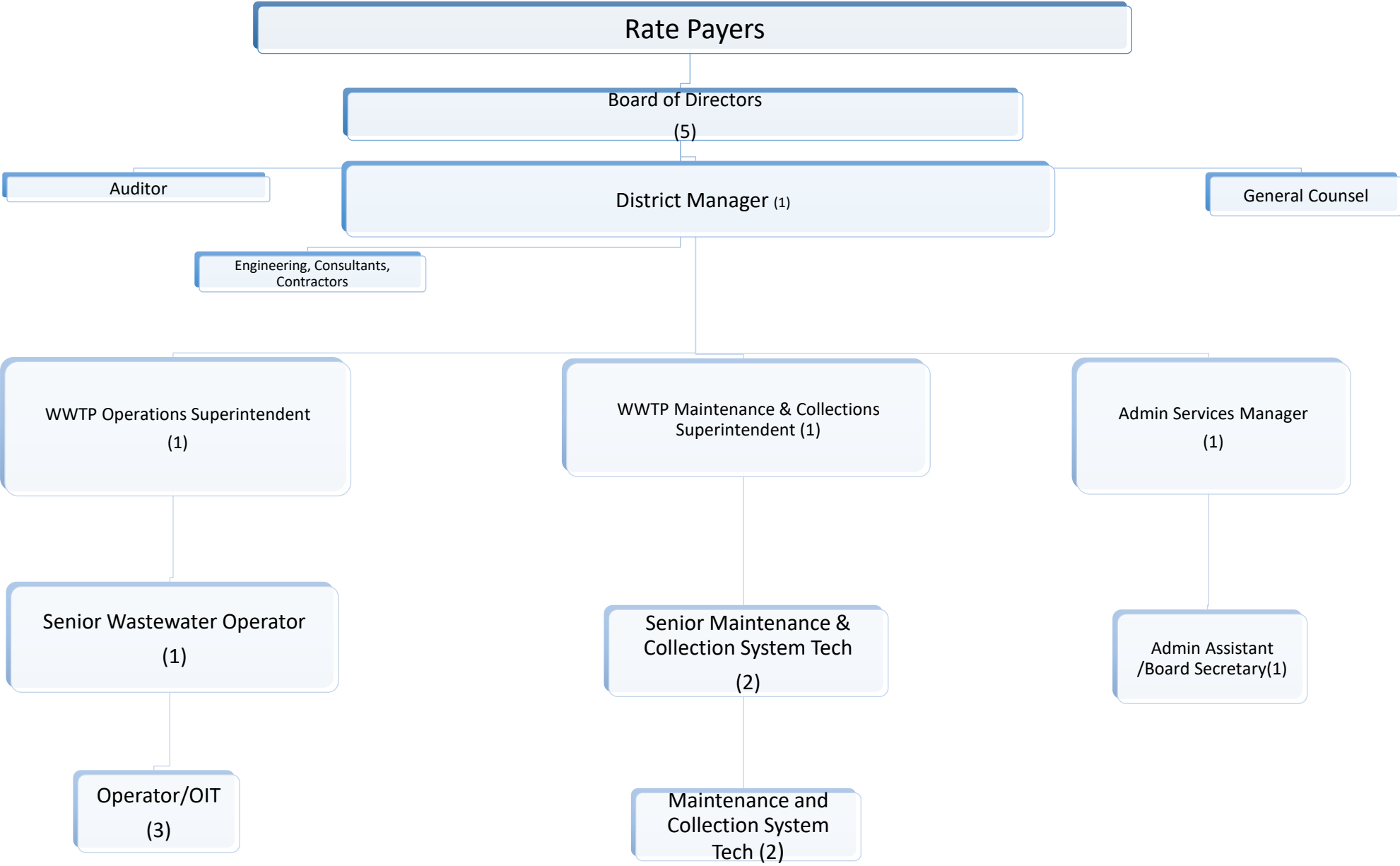
**Consumer Price Index for All Urban Consumers (CPI-U)  
Original Data Value**

**Series Id:** CUURS49BSA0  
**Not Seasonally Adjusted**  
**Series Title:** All items in San Francisco-Oakland-Hayward, CA, all  
**Area:** San Francisco-Oakland-Hayward, CA  
**Item:** All items  
**Base Period:** 1982-84=100  
**Years:** 2013 to 2023

CPI  
 FY24-25 339.050-327.060/327.060=.0366=3.7%

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2013		242.677		244.675		245.935		246.072		246.617		245.711	245.023	243.894	246.152
2014		248.615		251.495		253.317		253.354		254.503		252.273	251.985	250.507	253.463
2015		254.910		257.622		259.117		259.917		261.019		260.289	258.572	256.723	260.421
2016		262.600		264.565		266.041		267.853		270.306		269.483	266.344	263.911	268.777
2017		271.626		274.589		275.304		275.893		277.570		277.414	274.924	273.306	276.542
2018		281.308		283.422		286.062		287.664		289.673		289.896	285.550	282.666	288.435
2019		291.227		294.801		295.259		295.490		298.443		297.007	295.004	293.150	296.859
2020		299.690		298.074		300.032		300.182		301.736		302.948	300.084	299.109	301.059
2021		304.387		309.419		309.497		311.167		313.265		315.805	309.721	306.724	312.718
2022		320.195		324.878		330.539		328.871		332.062		331.222	327.060	323.408	330.711
2023		337.173		338.496		340.056		340.094		341.219		339.915	339.050	337.689	340.411







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**California CLASS Registration Packet**





## Welcome to California CLASS

Thank you for choosing California CLASS!

This packet contains all the materials necessary to set up your California CLASS account(s). If you have any questions about the registration process or about your California CLASS account(s), please do not hesitate to contact us. The California CLASS Client Service team can be reached any business day from 8:00 a.m. to 4:00 p.m. PT by phone at (877) 930-5213 or by email at [clientservices@californiaclass.com](mailto:clientservices@californiaclass.com).

California CLASS is not a bank. An investment in California CLASS is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although California CLASS Prime seeks to preserve the value of your investment at \$1.00 per share, there is no guarantee it will do so. Please read the applicable California CLASS Information Statements carefully before making an investment decision. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.

## Registration Procedures

**To participate in California CLASS, please complete the following:**

- 1) Review the Joint Exercise of Powers Agreement and the applicable Information Statements relating to the California CLASS Prime Fund and the Enhanced Cash Fund (located in the Document Center at [www.californiaclass.com](http://www.californiaclass.com)).
- 2) Complete the California CLASS Participant Representation Form (page 4).
- 3) Complete the Participant Registration (page 5).
- 4) Complete the Authorized Contacts Form (pages 6/7).
- 5) Should you be interested in participating in California CLASS Prime, complete the California CLASS Prime Fund Account(s) to be Established form; you may open as many accounts as you wish (page 8).
- 6) Should you be interested in participating in California CLASS Enhanced Cash, complete the Enhanced Cash Participant Acknowledgement Form (page 9) and the California CLASS Enhanced Cash Fund Account(s) to be Established Form; you may open as many accounts as you wish (page 10).
- 7) Should you be interested in establishing Dual Authorization on the account, the Dual Authorization Form can be completed (page 11)
- 8) Keep the original forms for your records and send the completed packet to the California CLASS Client Service team by fax (877) 930-5214 or by email [clientservices@californiaclass.com](mailto:clientservices@californiaclass.com).

**Questions? Please contact us; we would love to hear from you:**

California CLASS Client Service Team  
T (877) 930-5213  
[clientservices@californiaclass.com](mailto:clientservices@californiaclass.com)

Through the California CLASS website, [www.californiaclass.com](http://www.californiaclass.com), Participants will be regularly informed of important program information, holidays, upcoming Board meetings, Participant events, conferences, and more. Board of Trustee meetings, which are open to the public, are generally held quarterly and discuss relevant issues to the governance and operations of the California CLASS program.

## Participant Representation Form

### Participant Information

Entity Name (Participant) \_\_\_\_\_

### Participant Representations

The undersigned Authorized Signer for the Participant hereby represents and warrants the following during the period the Participant is investing in the California CLASS Investment Program:

- The Participant is (1) a Public Agency (as defined in the Joint Exercise of Powers Agreement) and (2)(a) a political subdivision of the State of California or (b) an organization whose income is excluded from taxable gross income under Section 115 of the Internal Revenue Code, in each case, that has the authority to invest funds in its treasury in investments in accordance with Section 53601 of the California Government Code.
- The Participant is authorized to invest in the California CLASS.
- Any Authorized Signer for the Participant designated in this California CLASS Registration Packet has full power and authority to make investments for the above Participant in the California CLASS Investment Program unless the California CLASS receives written notice from the Participant otherwise.
- The Participant has reviewed and agrees to the limitations described in the Joint Exercise of Powers Agreement and the Information Statements for the Funds within the California CLASS Investment Program and acknowledges that it has been supplied with or been given access to information it requested in connection with making an investment in the California CLASS Investment Program.
- The Participant has reviewed the Investment Policies for the Funds within the California CLASS Investment Program and has determined that they are consistent with the legal and policy limitations applicable to the Participant’s investments.
- The Participant has consulted with its own counsel and advisers as to all matters concerning investment in the California CLASS Investment Program.

### Authorized Signer

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.



### Participant Registration

#### Entity Information

Entity Name (Participant) \_\_\_\_\_

Entity Type: City/Town County School District Special District  
Other (Specify) \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_ County \_\_\_\_\_

Physical Address (if different than above) \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_ County \_\_\_\_\_

Tax ID \_\_\_\_\_ Fiscal Year End Date (Month/Day) \_\_\_\_\_

California CLASS and its transfer agent and administrator are authorized by the Participant to act on any instructions believed to be genuine for any service authorized on this form. To the extent permitted by law, the Participant agrees that California CLASS, its transfer agent, and administrator, Public Trust Advisors LLC, and their respective officers, directors, affiliates, representatives, employees and agents (each an "Indemnified Party") will not be liable for any losses, claims, expenses and liabilities (collectively, the "Losses") that result from accepting such instructions, and agrees to indemnify and hold harmless each Indemnified Party from and against any and all Losses arising from or resulting from such reliance on, or acceptance of, such instructions. Withdrawal proceeds can be sent only to the bank(s) indicated below unless changed by written instructions. Each Participant is responsible for notifying California CLASS of any changes to its account(s).

Wires will be distributed every hour with the final distribution ending at 11:00 a.m. PT; distribution times are subject to change as needed by the California CLASS Administrator. Additionally, California CLASS must be notified of any contributions by 11:00 a.m. PT to receive same day credit. **If funds are not received by 2:00 p.m. PT, contribution orders will be voided.**

#### Banking Information

Bank Name \_\_\_\_\_ Bank Routing Number (ABA) \_\_\_\_\_

Account Title \_\_\_\_\_ Account Number \_\_\_\_\_

Bank Contact\* \_\_\_\_\_ Contact's Phone Number \_\_\_\_\_

Wire ACH Both

#### Additional Banking Information (Optional)

Bank Name \_\_\_\_\_ Bank Routing Number (ABA) \_\_\_\_\_

Account Title \_\_\_\_\_ Account Number \_\_\_\_\_

Bank Contact\* \_\_\_\_\_ Contact's Phone Number \_\_\_\_\_

Wire ACH Both

\*If there will only be one Authorized Signer on the California CLASS account, bank contact must be provided to verify bank account information



### Authorized Contacts

Authorized Signers Can:	Read-Only Users Can:
Approve changes to the Investor Profile Update banking/contact information Process transactions Receive account updates	Receive account updates Request "view-only" access to monthly statements and transaction confirmations

#### Authorized Signer

Print First and Last Name

Title

**Signature Required**

Phone (Required)

Email (Required)

Fax

#### Additional Contact (Optional) – Note: California CLASS strongly advises each Participant to have multiple authorized signers to help prevent fraud

Print First and Last Name

Title

**\*(Signature Required if Authorized Signer)**

Phone (Required)

Email (Required)

Fax

#### Permissions (check one only)

- Authorized Signer to Move Funds\*
- Read-Only Access

#### Additional Contact (Optional)

Print First and Last Name

Title

**\*(Signature Required if Authorized Signer)**

Phone (Required)

Email (Required)

Fax

#### Permissions (check one only)

- Authorized Signer to Move Funds\*
- Read-Only Access



### Authorized Contacts (cont.)

#### Additional Contact (Optional)

Print First and Last Name

Title

**\*(Signature Required if Authorized Signer)**

Phone (Required)

Email (Required)

Fax

**Permissions** (check one only)

- Authorized Signer to Move Funds\*
- Read-Only Access

#### Additional Contact (Optional)

Print First and Last Name

Title

**\*(Signature Required if Authorized Signer)**

Phone (Required)

Email (Required)

Fax

**Permissions** (check one only)

- Authorized Signer to Move Funds\*
- Read-Only Access

#### Additional Contact (Optional)

Print First and Last Name

Title

**\*(Signature Required if Authorized Signer)**

Phone (Required)

Email (Required)

Fax

**Permissions** (check one only)

- Authorized Signer to Move Funds\*
- Read-Only Access





# Enhanced Cash Participant Acknowledgement Form

## Participant Information

Entity Name (Participant) \_\_\_\_\_

## Participant Acknowledgement

The undersigned Authorized Signer for the Participant hereby acknowledges the following:

- The Participant has received and reviewed the California CLASS Enhanced Cash Information Statement.
- All Enhanced Cash investments are made in accordance with the California CLASS Enhanced Cash Investment Policy.
- California CLASS Enhanced Cash is designed to complement the daily liquidity of the California CLASS Prime Fund by gaining exposure to a diversified portfolio of high-quality securities. California CLASS Enhanced Cash is better suited for funds not needed on a frequent or near-term basis. California CLASS Enhanced Cash is designed for investors with a slightly longer investment horizon and the ability to tolerate a higher risk profile.
- California CLASS Enhanced Cash does not seek to maintain a stable net asset value (NAV) and does not offer daily liquidity. Unlike the California CLASS Prime Fund, investing in California CLASS Enhanced Cash introduces the potential for the reporting of unrealized and realized gains and losses.
- Withdrawals are unlimited and met on a transaction date plus one (1) business day basis (T+1).
- Withdrawals can only be initiated in the Participant Portal.
- Any Authorized Signer has full power and authority to make investments for the above Participant.

## Authorized Signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

The investment advisor providing these services is Public Trust Advisors, LLC (Public Trust), an investment adviser registered with the SEC under the Investment Advisers Act of 1940, as amended. Registration with the SEC does not imply a certain level of skill or training. Additionally, this registration provides no guarantee of return or protection against loss. California CLASS is not a bank. An investment in California CLASS is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Please read the applicable California CLASS Information Statements carefully before making an investment decision. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses





## California CLASS Enhanced Cash Fund Account(s) to be Established

Entity Name (Participant): \_\_\_\_\_

Desired Subaccount Name(s)\*:

(To be completed by Participant)

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California CLASS Enhanced Cash is designed to complement the daily liquidity of the California CLASS Prime Fund. California CLASS Enhanced Cash is better suited for funds not needed on a frequent or near-term basis. California CLASS Enhanced Cash is designed for investors with a slightly longer investment horizon and the ability to tolerate a higher risk profile.

**California CLASS Enhanced Cash does not seek to maintain a stable net asset value (NAV) and does not offer daily liquidity.** Unlike the California CLASS Prime Fund, investing in California CLASS Enhanced Cash introduces the potential for the reporting of unrealized and realized gains and losses.

If you have questions about which of your local government’s funds are appropriate for the California CLASS Enhanced Cash portfolio, please contact your California CLASS representative or email [info@californiaclass.com](mailto:info@californiaclass.com).

\*Name must be limited to 35 characters.

Once your California CLASS account has been established, you will receive a confirmation email with your login credentials from [no-reply@californiaclass.com](mailto:no-reply@californiaclass.com). If you do not receive your login credentials within 48 business hours of submission, please first check your junk or spam folder before calling the California CLASS Client Service team.

## Dual Authorization Form

Participant Name: \_\_\_\_\_

Please utilize this form to request dual authorization capabilities on your California CLASS account. Dual authorization ensures that any transaction entered via the California CLASS online transaction portal requires approval from a second Authorized Signer in order to be processed (internal transfers between subaccounts do not require dual authorization). **Note:** All Authorized Signers listed on the account can enter transactions and approve them (not just the users below).

### Request to Add Dual Authorization

Dual authorization is hereby approved for \_\_\_\_\_ by the Authorized Signer below. By approving dual authorization, the Authorized Signer acknowledges that transactions not approved by the 11:00 a.m. PT cutoff will not be processed. Please ensure transactions are entered in a timely manner and that other authorized signers are available to approve the transactions for processing.

\_\_\_\_\_  
Authorized Signer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

California CLASS Participant List February 2024

Counties

El Dorado County	Lake County
Sonoma County Treasurer	

Municipalities

City of Artesia	City of Beaumont
City of Brentwood	City of Farmersville
City of Folsom	City of Fowler
City of Fullerton	City of Hemet
City of Kingsburg	City of Lancaster
City of Moreno Valley	City of Morgan Hill
City of Oroville	City of Porterville
City of Santa Ana	City of Shafter
City of Wasco	City of Williams
Town of Fort Jones	Town of Paradise

Other

California CLASS Enhanced Cash	California Special Districts Association
CSDA Finance Corporation	League of California Cities
Public Agencies Self-Insurance System	Special District Leadership Foundation
Special District Risk Management Authority	Tri-County Water Authority

Special Districts

Alameda County Mosquito Abatement District	Alpine Fire Protection District
Altadena Library District	Anderson Springs Community Service District
Artesia Cemetery District	Atwell Island Water District
Banning Library District	Beaumont Library District
Bell Canyon Community Services District	Bighorn - Desert View Water Agency
Bolinas Fire Protection District	Bonita Sunnyside Fire Protection District
Cabazon Water District	Camarillo Health Care District
Castroville Cemetery District	Central Fire District of Santa Cruz County
Channel Islands Beach Community Services District	Chester Public Utility District
Chico Area Recreation & Park District	Chino Basin Water Conservation District
Chino Basin Watermaster	Clovis Veterans Memorial District

California CLASS Participant List February 2024

Coachella Valley Resources Conversation District	Coalinga - Huron Recreation & Parks District
Coastside Fire Protection District	Contra Costa Mosquito & Vector Control District
Copper Valley Community Services District	Corcoran Irrigation District
Corning Healthcare District	Costa Mesa Sanitary District
Crescenta Valley Water District	Del Puerto Health Care District
Delano Mosquito Abatement District	Desert Recreation District
Durham Irrigation District	East Orange County Water District
Emerald Bay Service District	Fallbrook Regional Health District
Georgetown Divide P.U.D.	Glenn County Resource Conservation District
Gold Mountain Community Services District	Goleta Sanitary District
Groveland Community Services District	Helendale Community Services District
Herlong Public Utility District	Hilmar County Water District
Humboldt Bay Municipal Water District	Humboldt Community Services District
Idyllwild Water District	Igo Ono Community Services District
Indian Valley Community Services District	Ironhouse Sanitary District
Kensington Police Protection and Community Services District	Kenwood Fire Protection District
Keyes Community Services District	La Puente Valley County Water District
Lakeside Fire Protection District	Las Gallinas Valley Sanitary District
Leucadia Wastewater District	Livermore Area Recreation and Park District
Los Alamos Cemetery District	Madera Irrigation District
Mariana Ranchos County Water District	Marina Coast Water District
Mark Twain Health Care District	McKinleyville Community Services District
Mendocino Coast Recreation and Park District	Mendocino County Waterworks District II
Mission Hills Community Services District	Mojave Water Agency
Murphy's Sanitary District	North County Fire Protection District, San Diego County
North Humboldt Recreation and Park District	North of River Sanitary District No. 1
Oceano Community Services District	Olympic Valley Public Service District
Orange County Cemetery District	Oxnard Harbor District
Palos Verdes Library District	Paradise Irrigation District
Paradise Recreation & Park District	Phelan Pinon Hills Community Services District
Pico Water District	Pine Grove Community Service District
Pleasant Valley County Water District	Pleasant Valley Recreation and Park District
Rainbow Municipal Water District	Rancho Murieta Community Services District

California CLASS Participant List February 2024

Rancho Santa Fe Fire Protection District	Resource Conservation District of Greater San Diego County
Rim of the World Recreation and Park District	San Antonio Basin Water District
San Diego County Citrus Pest Control District	San Gabriel Valley Mosquito and Vector Control District
San Mateo County Mosquito and Vector Control District	San Miguel Consolidated Fire Protection District
San Simeon Community Services District	Santa Cruz Port District
Santa Maria Public Airport District	Santa Ynez River Water Conservation District
Sierra Resource Conservation District	South Placer M.U.D.
Stockton East Water District	Tahoe - Truckee Sanitation Agency
Tahoe City Public Utility District	Temecula Public Cemetery District
Templeton Community Services District	Town of Discovery Bay - Community Services District
Trabuco Canyon Water District	Tracy Rural County Fire Protection District
Truckee Donner Recreation and Park District	Truckee Sanitary District
Truckee Tahoe Airport District	Turner Island Water District
Twentynine Palms Water District	Union Public Utility District
Vandenberg Village Community Services District	Vista Fire Protection District
Wallace Community Services District	Weott Community Services District
West Basin Municipal Water District	West County Wastewater District
Western Shasta Resource Conservation District	Williams Fire Protection Authority
Yuima Municipal Water District	

**Total Participants: 156**

*Disclaimer: This participant list is being made public as a service to our participant base. The listed participants are active as of the end of the month.*



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**Joint Exercise of Powers Agreement**

**June 6, 2022**

California Cooperative Liquid Assets Securities System

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**Joint Exercise of Powers Agreement**

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by and among

the parties that have entered into this  
Joint Exercise of Powers Agreement

DATED AS OF JUNE 6, 2022

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This **JOINT EXERCISE OF POWERS AGREEMENT** dated as of June 6, 2022 (this "**Agreement**") is entered into by each Public Agency (as defined below) that has executed this Agreement or that has or will execute counterparts of this Agreement pursuant to Section 2.1 hereof (the "**Founding Participants**").

RECITALS:

**WHEREAS**, each Public Agency has the authority to invest funds in its treasury in statutorily permitted investments including but not limited to Section 53601 of the California Government Code, as amended; and

**WHEREAS**, Section 6509.7 of the Act (as defined below) provides:

"Notwithstanding any other provision of law, two or more public agencies that have the authority to invest funds in their treasuries may, by agreement, jointly exercise that common power. Funds invested pursuant to an agreement entered into under this section may be invested in securities and obligations as described by subdivision (p) of Section 53601. A joint powers authority formed pursuant to this section may issue shares of beneficial interest to participating public agencies. Each share shall represent an equal proportionate interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares of beneficial interest shall have retained an investment advisor.... A joint powers authority formed pursuant to this section is authorized to establish the terms and conditions pursuant to which agencies may participate and invest in pool shares...."; and

**WHEREAS**, the Act authorizes the Founding Participants to create a joint exercise of powers entity separate from the Founding Participants to exercise the common powers of the Founding Participants, as specified in this Agreement, and to act as administrator of this Agreement; and

**WHEREAS**, the purpose of this Agreement is to create and establish a separate joint exercise of powers entity known as the California Cooperative Liquid Assets Securities System (collectively referred to herein, as "**California CLASS**") for the purposes set forth herein to exercise the powers provided herein and to act as administrator of this Agreement in order to consolidate investment activities of the Participants and thereby reduce duplication, take advantage of economies of scale and perform governmental functions more efficiently; and

**WHEREAS**, the Act authorizes a joint exercise of powers entity, such as the California CLASS, to issue shares of beneficial interest in authorized investments to participating Public Agencies (collectively referred to herein, as "**Participants**" and individually, as a "**Participant**"); and

**WHEREAS**, pursuant to the Applicable Law (as defined below), Public Agencies, such as the Participants, may purchase shares of beneficial interest issued by a joint powers entity organized pursuant to Section 6509.7 of the Act, such as the California CLASS; and

**WHEREAS**, the Founding Participants desire to enter into this Agreement and this Agreement shall set forth the terms for the investment program known as the "**California CLASS Investment Program**," including the establishment of one or more funds where Participants invest in shares of beneficial interest issued by the California CLASS in accounts containing authorized investments that are owned by the California CLASS; and

**WHEREAS**, the joint exercise of such power to invest will be benefited and made more efficient because all investments acquired pursuant to this Agreement will be owned by one entity, the California CLASS and held by one entity, the Custodian (as defined below); and

**WHEREAS**, the joint exercise of such power to invest will be benefited and made more efficient if the advisory, record-keeping, and other administrative functions, including the management and transmittal of investment instructions, are performed by one entity, the Administrator (as defined below); and

**WHEREAS**, the policy of this Agreement shall be to place the highest priority on the safety of principal and liquidity of funds, and the optimization of investment returns shall be secondary to the requirements for safety and liquidity; and

**WHEREAS**, the California Special Districts Association (the “**CSDA**”) and the League of California Cities (“**Cal Cities**”) and together with CSDA, the “**Sponsors**”) have determined to join as a sponsor of the California Class Investment Program and have certain rights with respect to the composition of the governing board of the California CLASS, royalty fees and other benefits;

**NOW, THEREFORE**, in consideration of the premises and the representations, warranties, covenants, and agreements contained herein, each party hereto agrees as follows:

## ARTICLE I

### CREATION; PURPOSE; DEFINITIONS

#### 1.1 Creation of California CLASS

There is hereby created pursuant to the Act a public agency and entity to be known as the California Cooperative Liquid Assets Securities System (collectively referred to herein, as “**California CLASS**”). As provided in the Act, the California CLASS shall be a public agency and entity separate and apart from the Founding Participants and is responsible for the administration of this Agreement. The debts, liabilities and obligations of the California CLASS shall not constitute debts, liabilities or obligations of the Founding Participants (and except as it relates to the retirement liabilities of the California CLASS if the California CLASS contracts with a public retirement system within the meaning of Section 6508.1 of the Act). The California CLASS shall not contract with a public retirement system within the meaning of Section 6508.1 of the Act.

#### 1.2 Purpose

This Agreement is made pursuant to the Act to provide for the exercise by the California CLASS of those powers referred to in the recitals hereof and for the California CLASS to administer the exercise of those powers. The purpose of the California CLASS is to consolidate investment activities of the Participants and thereby reduce duplication, take

advantage of economies of scale and perform governmental functions more efficiently through the California CLASS Investment Program.

### 1.3 Definitions

In addition to the capitalized terms defined elsewhere in this Agreement, the following terms shall have the following meanings.

**"Account"** or **"Accounts"** means any account (including subaccounts or other special accounts that may be created to accommodate the desire of such Participant to segregate a portion of its Investment Funds) opened and maintained pursuant to Section 7.5(a) hereof by the Custodian for the benefit of a Participant and to which the Investment Property of such Participant is credited and opened.

**"Act"** means Title 1, Division 7, Chapter 5 of the California Government Code (commencing with Section 6500), known as the Joint Exercise of Powers Act, as it may be amended from time to time.

**"Administrator"** means Public Trust Advisors, LLC, or any Person or Persons appointed, employed, or contracted by the California CLASS pursuant to Article V hereof. The entity serving as Administrator to the California CLASS may be the Investment Advisor or an affiliate thereof.

**"Administrator Agreement"** means the agreement between the Administrator and the California CLASS described in Section 5.1(a) hereof.

**"Affiliate"** means, with respect to any Person, another Person directly or indirectly in control of, controlled by, or under common control with such Person or any officer, director, partner, or employee of such Person.

**"Agreement"** means this Agreement dated as of June 6, 2022 constituting a joint exercise of powers agreement among the Founding Participants, as amended in accordance with its terms from time to time.

**"Applicable Law"** means Title 5, Division 2, Part 1, Chapter 4 of the California Government Code (commencing with Section 53600), as it may be amended from time to time, and other applicable provisions of California law.

**"Authorized Representative"** means the person authorized to invest the funds of a Participant pursuant to California law who has been appointed in accordance with Section 2.3 hereof.

**"Balance"** for each Participant means an amount initially equal to zero that is adjusted pursuant to Article II hereof to reflect, among other things, cash investments by such Participant, cash payments to such Participant, investment results, and expenses and fees incurred pursuant to this Agreement. The Balance shall reflect the number of Shares in each applicable Fund designated by such Participant for investment.

**"Board"** means the board of the Trustees, created by this Agreement, as the governing board of the California CLASS, and established pursuant to Article III hereof.

**"Business Day"** means any day of the year other than (a) a Saturday or Sunday, (b) any day on which banks located in the State of California are required or authorized by law to remain closed, or (c) any day on which the New York Stock Exchange is closed.

**"Bylaws"** means those bylaws as described in Section 4.7 hereof.

**"Cal Cities"** means the League of California Cities.

**"California CLASS"** means the California CLASS, a joint exercise of powers entity created by this Agreement.

**"California CLASS Investment Program"** means the investment program provided to the Participants by the California CLASS whereby Participants invest in Shares including the establishment of one or more funds where Participants invest in shares of beneficial interest issued by the California CLASS in Accounts containing authorized investments that are owned by the California CLASS.

**"Conflicting Provisions"** shall have the meaning set forth in Section 15.2 hereof.

**"CSDA"** means the California Special Districts Association.

**"Custodian"** means any Person or Persons appointed, employed or contracted by the California CLASS pursuant to Section 7.1 hereof.

**"Custody Agreement"** means the agreement between the California CLASS and the Custodian as described in Article VII hereof.

**"Effective Date"** means the later of (1) the date that execution copies of this Agreement have been executed by the initial Founding Participants, and (2) the date this Agreement has been filed with the Secretary of the State of California pursuant to Section 6503.5 of the Act.

**"Enhanced Cash Fund"** shall have the meaning given such term in Section 6.4 hereof.

**"Founding Participants"** means each initial Public Agency that has executed this Agreement and each Public Agency that becomes a Founding Participant pursuant to Section 2.1 hereof by execution of this Agreement. By execution of this Agreement, each Founding Participant shall make the representations and warranties contained in Section 12.1 hereof.

**"Fund"** means any of the funds established by the Investment Advisor pursuant to Section 6.4 hereof.

**"Information Statement"** means one or more information statements or other disclosure documents relating to the California CLASS Investment Program or any Fund thereof as such Information Statements may be amended from time to time by the Administrator and the Investment Advisor with the consent of the California CLASS as evidenced by resolution of the Board.

**"Investment Advisor"** means Public Trust Advisors, LLC, or any Person or Persons appointed, employed, or contracted by the California CLASS pursuant to Section 6509.7 of the Act and Section 6.1 hereof. The entity serving as Investment Advisor to the California CLASS which may be the Administrator or an Affiliate thereof.

**"Investment Advisor Agreement"** means the agreement between the Investment Advisor and the California CLASS described in Section 6.1(a) hereof.

**"Investment Funds"** means immediately available funds delivered by each Participant to the Custodian for investment in Shares pursuant to this Agreement but only if: (i) the Authorized Representative appointed by such Participant is authorized pursuant to the laws of the State of California to invest such funds and (ii) the Participant has taken all actions necessary pursuant to the laws of the State of California or other applicable local law to authorize the delivery and investment of such funds.

**"Investment Policy"** means the investment policy established by the California CLASS with respect to the Investment Property in each Fund in accordance with this Agreement, as amended from time to time in accordance with Section 3.2(a) hereof.

**"Investment Procedures"** means the procedures for Participants to make investments set forth in the applicable Information Statement.

**"Investment Property"** means any and all securities and cash that are held in one of the Accounts and all proceeds, income, profits, and gains therefrom that have not been paid to a Participant pursuant to Section 2.4 hereof, used to discharge an Investment Property Liability or offset by losses, if any, and expenses. Investment Property shall not include securities purchased in anticipation of the delivery of funds by a Participant when such funds are not actually received by the Custodian by the anticipated delivery date and any such securities so purchased may be immediately sold and the proceeds used to pay any Person that did in fact provide monies to purchase such securities.

**"Investment Property Liability"** or **"Investment Property Liabilities"** means any liability (whether known, unknown, actual, contingent, or otherwise) incurred in connection with the Investment Property pursuant to this Agreement.

**"Investment Property Value"** means the value of the Investment Property as determined pursuant to the valuation procedures net of the amount of the Investment Property Liabilities.

**"Meeting of the Board"** means a duly called meeting of the Board.

**"Participants"** means any Public Agencies that have the authority to purchase Shares from the California CLASS. Founding Participants may also be "Participants."

**"Payment Procedures"** means the procedures for Participants to request payments out of the Investment Property set forth in the applicable Information Statement.

**"Permitted Investments"** means those investments defined as such in the applicable Investment Policy for a Fund as established by the California CLASS.

**"Person"** means any individual, corporation, limited liability company, firm, association, partnership, joint venture, trust or other legal entity or group of entities, including any Public Agency or department, board, commission, instrumentality, or agency thereof.

**"Prime Fund"** shall have the meaning given such term in Section 6.4 hereof.

**"Public Agency"** shall have the meaning given such term from time to time in Section 6509.7 (or any successor or amended provision) of the Act.

**"Ralph M. Brown Act"** means Title 5, Division 2, Part 1, Chapter 9 of the California Government Code, as it may be amended from time to time.

**"Shares"** means the unit used to denominate and measure the respective pro rata beneficial interests of the Participants in a Fund. As required by Section 6509.7 of the Act, each Share shall represent an equal proportionate interest in the Investment Property within a Fund.

**"Sponsors"** means CSDA and Cal Cities.

**"Trustee"** means each of the persons selected pursuant to Article III and Article IV hereof to serve on the Board.

**"Valuation Procedures"** means the procedures for determining the value of the Investment Property set forth in Exhibit A attached hereto, as the same may be amended from time to time by the Administrator and the Investment Advisor, with the consent of the California CLASS as evidenced by resolution of the Board.

## ARTICLE II

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### FOUNDING PARTICIPANTS AND PARTICIPANTS

#### 2.1 Additional Founding Participants After Initial Execution

Any Public Agency that wishes to become a Founding Participant after the Effective Date may do so by executing a counterpart to this Agreement and delivering the counterpart to the Administrator, together with evidence of such Founding Participant's authorization to execute this Agreement.

#### 2.2 Withdrawal or Termination of Founding Participant

Any Founding Participant may withdraw from this Agreement at any time upon written notice to the Administrator provided, however, that no Founding Participant may withdraw if, following such withdrawal, there will not be at least two Founding Participants remaining as a party to this Agreement. A withdrawal shall be noted to the Board in the Administrator's next report to the Board. Any such withdrawal shall be effective only upon receipt of the written



notice of withdrawal by the Administrator who shall acknowledge receipt of such notice of withdrawal in writing to such withdrawing Founding Participant and shall file such notice as an amendment to this Agreement effective upon such filing.

### 2.3 Authorized Representatives; Responsibility for Authorized Representatives

(a) Each Participant shall select an Authorized Representative to represent its interests and act on its behalf under this Agreement.

(b) Each Participant shall be responsible for the actions or inaction of its Authorized Representative under this Agreement, and the Administrator and Custodian are authorized to rely on the directions of the Authorized Representative without further investigation or diligence.

### 2.4 Investments

(a) Each Participant shall have the right from time to time to invest Investment Funds for credit to such Participant's Balance in the California CLASS Investment Program. A Participant that wishes to make such an investment shall notify the Administrator and follow the Investment Procedures. All Investment Funds will be invested in an applicable Fund as designated by the Participant. Investment Funds so designated shall be invested pursuant to the Investment Policy established by the California CLASS for such Fund. Upon such investment in accordance with the Investment Procedures, the Participant shall have Shares representing an equal proportionate interest in such Investment Property within such Fund.

(b) The Balance of a Participant shall be increased upon the investment of Investment Funds by such Participant by an amount equal to the amount of such Investment Funds. The Balance shall reflect the number of Shares in each applicable Fund designated by such Participant for investment.

(c) No later than the end of each Business Day, the Custodian shall deliver a confirmation with respect to the transaction activity for the Accounts for the prior Business Day to the Administrator. The Administrator shall retain the confirmation in its records.

(d) Any funds that the Administrator is informed do not meet the conditions set forth in clauses (i) or (ii) of the definition of Investment Funds shall be returned to the Participant investing such funds by the Custodian at the request of the Administrator and such Participant shall bear all of the costs and liabilities associated with the return of such funds.

### 2.5 Receipt of Statements and Reports; Requests

(a) The Administrator shall provide, or make available to each Participant, a copy of the statements prepared pursuant to Section 5.5 hereof and of the reports prepared pursuant to Section 5.6 hereof applicable to such Participant.

(b) In addition, each Participant, through its Authorized Representative, may direct the Administrator to provide, or make available, a statement of the value of the Participant's

Balance as of the date of the request. The Administrator shall provide such statement, subject only to account activity as of such date.

(c) On behalf of each Participant, the Administrator shall maintain or cause to be maintained, the records relating to such Participant in a manner that records (i) the portion of the Participant's Balance designated in the applicable Fund and (ii) the Participant's Balance in one or more Accounts. The Administrator shall maintain a separate record for each Participant and shall record the individual transactions involving each such Participant and the total value by Account of all investments belonging to each such Participant.

## ARTICLE III

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### **POWERS**

#### 3.1 General Powers

(a) The California CLASS shall have the power, in its own name, to exercise the common powers of the Founding Participants referred to in the recitals hereof and to exercise all additional powers given to a joint powers entity under the Act and any other applicable law for any purpose authorized under this Agreement. Pursuant to Section 6508 of the Act, the California CLASS shall have the power, in its own name, to do any or all of the following: to make and enter into contracts, or to employ agents and employees, to acquire, construct, manage, maintain or operate any building, works or improvements, or to acquire, hold or dispose of property or to incur debts, liabilities or obligations and sue and be sued in its own name. Pursuant to Section 6509.7 of the Act, the California CLASS shall have the power, in its own name, to issue shares of beneficial interest in the securities and obligations authorized by the Applicable Law. The California CLASS is authorized, in its own name, to do all acts necessary for the exercise of said powers for said purposes. Such powers shall be exercised subject only to such restrictions upon the manner of exercising such powers as are imposed upon the City of Lancaster in the exercise of similar powers, as provided in Sections 6503 and 6509 of the Act.

(b) All powers of the Administrator or Custodian that are described in this Agreement shall also be powers of the California CLASS. The California CLASS may perform such acts as it determines in its sole discretion as proper for conducting the business of the California CLASS. The enumeration of any specific powers shall not be construed as limiting the powers of the California CLASS. Such powers may be exercised with or without the posting of a bond, an order, or other action by any court. In construing the provisions of this Agreement, the presumption shall be in favor of a grant of power to the California CLASS, subject to the powers given to a joint powers entity under the Act and any other applicable law for any purpose authorized under this Agreement.

### 3.2 Specific Powers

Consistent with, derived from and subject to the general powers of the California CLASS granted in Section 3.1 hereof, the California CLASS possesses the following specific powers:

(a) Investments. The California CLASS shall have the power to subscribe for, invest in, reinvest in, purchase or otherwise acquire, own, hold, pledge for settlement purposes only, sell, assign, transfer, exchange, distribute, lend or otherwise deal in or dispose of Permitted Investments, provided such investment is, in the sole and absolute discretion of the California CLASS, consistent with the Applicable Law and the Investment Policy. An Investment Policy for each Fund shall be established by resolution of the Board and may be revised from time to time by resolution of the Board, provided, however, that no Investment Policy shall permit investments not authorized for legal investment under the Applicable Law. Upon the Board's approval of any amendment to an Investment Policy, the amended Investment Policy will be posted to the website of California CLASS.

(b) Issuance and Redemption of Shares. The California CLASS shall have the power to issue, sell, repurchase, redeem, retire, cancel, acquire, hold, resell, reissue, dispose of, transfer, and otherwise deal in Shares, or any Fund of Shares by means of the California CLASS Investment Program, and subject to the provisions hereof, to apply to any such repurchase, redemption, retirement, cancellation or acquisition of Shares, or any Fund of Shares, any funds or Investment Property with respect to such Shares, or Fund of Shares, whether capital or surplus or otherwise, to the full extent now or hereafter permitted by the Applicable Law.

(c) Title to Investments. Legal title to all Investment Property shall be vested in the California CLASS except that the California CLASS shall have power to cause legal title to any Investment Property to be held in the name of any other person as nominee, on such terms as the California CLASS may determine provided, however, that the interest of the California CLASS therein is appropriately protected.

(d) Rights as Holders of Investment Property. The California CLASS shall have full and complete power to exercise all of the rights, powers, and privileges appertaining to the ownership of the Investment Property to the same extent that any individual might and, without limiting the generality of the foregoing, to vote or give any consent, request, or notice, or waive any notice either in person or by proxy or power of attorney, with or without the power of substitution, to one or more persons, which proxies and powers of attorney may be for meeting or actions generally, or for any particular meeting or action, and may include the exercise of discretionary powers.

(e) Creation of Funds. The California CLASS may authorize the creation of one or more different Funds provided, however, that each such Fund shall conform in all respects to the requirements of this Agreement.

(f) Branding. The California CLASS may authorize the use of the names “CALCLASS” and “CACCLASS” and their associated trademark(s), consistent with, derived from and subject to, Section 3.6 hereof, in conjunction with other products, portfolios, pools, and services that provide investment, financial, or other cash management services to Participants and for purposes of this Agreement, such name shall include any Funds established pursuant to this Agreement. The Administrator may identify a name for any additional Funds established pursuant to this Agreement, subject to approval by the California CLASS.

(g) Power to Contract, Appoint, Retain and Employ. The California CLASS shall have full and complete power to, and shall at all times, appoint, employ, retain, or contract with any person of suitable qualifications (including any corporation, partnership, trust, or other entity of which one or more of them may be an Affiliate) for the transaction of the affairs of the California CLASS.

(h) Payment of Expenses. The California CLASS shall have full and complete power:

(i) to incur and pay any charges or expenses that are necessary or incidental to or proper for carrying out any of the purposes of this Agreement;

(ii) to pay any taxes or assessments validly and lawfully imposed upon or against the Investment Property or the California CLASS in connection with the Investment Property or upon or against the Investment Property or income or any part thereof;

(iii) to reimburse others for payment of such expenses and taxes; and

(iv) to pay appropriate compensation or fees from the Investment Property to a person with whom the California CLASS has contracted or transacted business.

All payments or expenses incurred pursuant to this Section will be a liability payable solely from the Investment Property. The Trustees shall not be paid compensation for their services as Trustees hereunder, except that they shall be allowed reimbursement for reasonable expenses incurred in the performance of their duties as Trustees.

(i) Litigation. The California CLASS shall have the power to engage in and to prosecute, defend, compromise, abandon, or adjust, by arbitration or otherwise, any actions, suits, proceedings, disputes, claims, and demands relating to the California CLASS or property of the California CLASS, and, out of property of the California CLASS, to pay or to satisfy any debts, claims or expenses incurred in connection therewith, including those of litigation, and such power shall include without limitation the power of the California CLASS, in the exercise of its good faith business judgment, consenting to dismiss any action, suit, proceeding, dispute, claim, or demand, derivative or otherwise, brought by any person, including a Founding Participant or Participant, whether or not the California CLASS or any of the Trustees may be named individually therein or the subject matter arises by reason of business for or on behalf of the California CLASS.

### 3.3 Miscellaneous Powers

Consistent with, derived from and subject to the general powers of the California CLASS granted in Section 3.1 hereof, the California CLASS also possesses the following miscellaneous powers:

(a) Insurance. The California CLASS shall have full and complete power to purchase or to cause to be purchased and pay for, entirely out of Investment Property, insurance policies insuring the California CLASS, and/or officers, employees, and agents of the California CLASS individually against all claims and liabilities of every nature arising by reason of holding or having held any such office or position or by reason of any action alleged to have been taken or omitted by the California CLASS or any such officer, employee, and agent including any action taken or omitted that may be determined to constitute negligence, whether or not the California CLASS would have the power to indemnify such person against such liability.

(b) Borrowing and Indebtedness. The California CLASS shall not borrow money or incur indebtedness, whether or not the proceeds thereof are intended to be used to purchase Permitted Investments or Investment Property, except as a temporary measure to facilitate the transfer of funds to the Participant that might otherwise require unscheduled dispositions of portfolio investments and except as an advance made by the Custodian under the Custody Agreement, but only to the extent permitted by law. No such indebtedness shall have a maturity later than that necessary to avoid the unscheduled disposition of portfolio investments.

(c) Remedies. Notwithstanding any provision in this Agreement, when the California CLASS deems that there is a significant risk that an obligor to the California CLASS may default or is in default under the terms of any obligation of the California CLASS, the California CLASS shall have full and complete power to pursue any remedies permitted by law that, in its sole judgment, are in the interests of the California CLASS, and the California CLASS shall have full and complete power to enter into any investment, commitment, or obligation of the California CLASS resulting from the pursuit of such remedies as are necessary or desirable to dispose of property acquired in the pursuit of such remedies.

(d) Information Statement. The California CLASS shall have full and complete power to prepare, publish, and distribute one or more Information Statements regarding the California CLASS Investment Program or any Fund thereof and to amend or supplement the same from time to time.

(e) Contracting with Affiliates. To the extent permitted by law, the California CLASS may enter into transactions with any Affiliate of the Administrator or the Custodian if:

(i) each such transaction (or type of transaction) has, after disclosure of such affiliation, been approved or ratified by the affirmative vote of a majority of the Board, and

(ii) such transaction (or type of transactions) is, in the opinion of the California CLASS, on terms fair and reasonable to the California CLASS and the Participants and at least as favorable to them as similar arrangements for comparable transactions with organizations unaffiliated with the person who is a party to the transaction.

### 3.4 Further Powers

Consistent with, derived from and subject to the general powers of the California CLASS granted in Section 3.1 hereof, the California CLASS shall have full and complete power to take all such actions, do all such matters and things, and execute all such instruments as it deems necessary, proper, or desirable in order to carry out, promote, or advance the interests and purposes of California CLASS although such actions, matters, or things are not herein specifically mentioned. Any determination as to what is in the best interest of California CLASS made by the Board in good faith shall be conclusive.

### 3.5 Intellectual Property

The parties acknowledge that pursuant to this Agreement and/or the business activities of the California CLASS, various types of intellectual property (the "**Intellectual Property**") may be created or used by the parties, including but not limited to trademarks and copyrights. With regard to any and all Intellectual Property created by or for the California CLASS or by or for the California CLASS Investment Program in relation to this Agreement, the California CLASS shall own all right, title, and interest to such Intellectual Property. Except as expressly set forth in this Agreement, the California CLASS shall have no obligation to account to the other parties to this Agreement for any revenues arising from the use, license, or assignment of any Intellectual Property.

### 3.6 Trademarks

The parties acknowledge the California CLASS's ownership and exclusive rights in all trademarks currently owned by the California CLASS, including but not limited to Application Serial No. 90879250 for the CALIFORNIA CLASS mark, and all trade names and trademarks that may be used and developed in connection with this Agreement, or through the parties' business activities with the California CLASS (the "**Trademarks**"). The parties shall not, at any time during or after the term of the Agreement, directly or indirectly, oppose, challenge or contest the California CLASS's exclusive right and title to the Trademarks or the validity thereof.

The parties agree that all use of the Trademarks inures to the benefit of the California CLASS and that the parties shall not acquire any rights in the Trademarks or other marks or logos likely to be confused therewith. The California CLASS has the sole and exclusive right to file applications to register and to register any and all Trademarks in the U.S. and in any country throughout the world, and the parties agree not to directly or indirectly, oppose, challenge or contest such applications or registrations. The parties will not, directly or indirectly, file applications to register or register, or acquire by transfer, any trade name or trademark which, in whole or in part, incorporates or is confusingly similar to the Trademarks

in the U.S. or any country throughout the world unless such parties have express written permission to do so.

### 3.7 Copyrights

The parties agree that all works created in connection with this Agreement or through the parties' business activities with the California CLASS (the "**Works**") are owned by the California CLASS.

To the extent any Works are deemed not owned by the California CLASS, the parties hereby expressly assign to the California CLASS all right, title and interest whatsoever, throughout the world, in perpetuity, in and to the copyrights and any and all registrations, applications to register, renewals and extensions thereof, for the Works, including, without limitation, the right to sue for and collect damages for infringement of the Works or other violations of the same, including for past infringements or other violations.

The parties hereby further agree to promptly execute any and all instruments and to promptly render any and all such assistance as the California CLASS may request to confirm in the California CLASS full legal title to the Works and/or to pursue claims that third parties have infringed the California CLASS's intellectual property rights in and to the Works. In the event the parties are not available upon ten (10) calendar days' written request to execute such instruments, the parties hereby appoint the California CLASS its attorney-in-fact to execute such instruments on the parties' behalf.

## ARTICLE IV

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### **TRUSTEES; MEETINGS; OFFICERS**

#### 4.1 Establishment of the Board; Number and Qualification

- (a) The management of the California CLASS shall be governed by the Board.
- (b) The Board shall have five (5) Trustees consisting of the following:
  - (i) The governing body of CSDA shall appoint two (2) Trustees that are:
    - (1) elected, appointed, or staff from a Participant and a CSDA member, or
    - (2) staff from CSDA;
  - (ii) The governing body of Cal Cities shall appoint two (2) Trustees that are:
    - (1) elected, appointed, or staff from a Participant and a Cal Cities member, or
    - (2) staff from Cal Cities; and
  - (iii) One (1) Trustee that is elected, appointed, or staff from a Public Entity that is a Participant shall be appointed by a majority vote of the Board.

#### 4.2 Term of Office

(a) The initial Trustees appointed by the governing body of Cal Cities shall serve a term of two (2) years and thereafter Trustees appointed by the governing body of Cal Cities shall serve a term of four (4) years.

(b) The initial Trustees appointed by the governing body of CSDA and by the Board shall serve a term of four (4) years and thereafter Trustees appointed by the governing body of CSDA and by the Board shall serve a term of four (4) years.

(c) Any appointment to fill an unexpired term, however, shall be for such unexpired term.

#### 4.3 Appointment of Trustees

Trustees may be appointed or reappointed by the governing body of CSDA, Cal Cities or the Board, as provided in Section 4.1, including an appointment to fill an unexpired term in the event of a vacancy.

#### 4.4 Resignation of Trustees

Any Trustee may resign without need for prior or subsequent accounting by notice in writing signed by the Trustee and delivered to the Secretary of the Board, and such resignation shall be effective upon such delivery or at a later date specified in the written notice. Any vacancy created by such resignation shall be filled in accordance with Section 4.3 hereof.

#### 4.5 Removal and Vacancies

(a) The term of office of a Trustee shall terminate and a vacancy shall occur in the event the individual serving as the Trustee is no longer staff at a CSDA or Cal Cities, in the event the Trustee's Public Agency is no longer a Participant and a member of CSDA or Cal Cities, or in the event the individual serving as the Trustee is no longer an elected or appointed member of the governing body, or staff of, a Participant and CSDA or Cal Cities member.

(b) The term of office of a Trustee shall terminate and a vacancy shall occur on the happening of any of the events in California Government Code Section 1770.

(c) Each Trustee appointed by the governing body of CSDA, Cal Cities or the Board may be removed and replaced by the governing body by which such Trustee was appointed.

(d) Any vacancy created pursuant to this Section 4.5 shall be filled in accordance with Section 4.3 hereof.



#### 4.6 Meetings

(a) The Annual Meeting of the Board shall be the last meeting of the calendar year and shall be for the purpose of the appointment of Trustees, election of officers, setting the calendar for regular meetings, and other organizational matters as provided in the Bylaws. The Board shall meet not less than semiannually.

(b) Regular meetings of the Board shall be established in the method described in the Bylaws and may be held at the time and place so established.

(c) Special meetings of the Board may be held from time to time in the manner described in the Bylaws.

(d) All meetings of the Board are subject to and must comply with the provisions of the Ralph M. Brown Act.

(e) A majority of the Trustees shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn meetings from time to time. Any action of the Board requires the affirmative vote of a majority of the total number of authorized Trustees specified in Section 4.1.

#### 4.7 Bylaws

The Board shall adopt and may, from time to time, amend or repeal Bylaws for the conduct of the business of the Board consistent with this Agreement. The Bylaws may define the duties of the respective officers, agents, employees, and representatives of the Board and shall establish the rules of calling of meetings and determination of regular and special meetings.

#### 4.8 Officers

The Board shall annually elect a Chair and other officers having the responsibilities and powers described in the Bylaws and as required by the Act. The Bylaws shall designate the Treasurer of the California Class as required by Section 6505.5 or Section 6505.6 of the Act and the public officer or officers or person or persons who have charge of, handles, or have access to any property of the California CLASS as required by Section 6501.1 of the Act, and such public officer or officers or person or persons shall file an official bond in the amount of \$25,000; provided, that such bond shall not be required if the California CLASS does not possess or own property or funds with an aggregate value of greater than \$500 (excluding amounts held by any custodian or depository in connection with the California CLASS Investment Program).

#### 4.9 Accountability

Pursuant to Section 6505 of the Act, the California CLASS shall establish and maintain such funds and accounts as may be required by good accounting practice, and there shall be strict accountability of all funds and reports of all receipts and disbursements.

#### 4.10 Fiscal Year

The fiscal year of the California CLASS shall end each March 31. The California CLASS may from time to time change the fiscal year of the California CLASS by resolution of the Board.

## ARTICLE V

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### ADMINISTRATOR

#### 5.1 Appointment; General Provisions

(a) The California CLASS may appoint one or more persons to serve as the Administrator for the California CLASS Investment Program. It is specifically intended that any and all provisions related to the Administrator set forth herein be memorialized in a contract between the California CLASS and the Administrator (the “**Administrator Agreement**”) and that this Agreement not be construed to create any third-party beneficiary rights in any party fulfilling the role of Administrator. In the event of conflict between the provisions of this Agreement and the provisions of the Administrator Agreement, this Agreement shall control.

(b) As provided in Section 5.3 hereof, the Administrator shall at no time have custody of or physical control over any of the Investment Property.

(c) The Administrator may also serve as Investment Advisor to the California CLASS Investment Program and in such case, the Administrator Agreement may also serve as the Investment Advisor Agreement.

#### 5.2 Successors

In the event that, at any time, the position of Administrator shall become vacant for any reason, the California CLASS may appoint, employ, or contract with a successor.

#### 5.3 Duties of the Administrator

(a) The duties of the Administrator shall be those set forth in this Article V and the Administrator Agreement. This Article V outlines some but not all of such duties. Such duties may be modified by the California CLASS from time to time. The role of the Administrator is intended to effect purchases, sales, or exchanges of Investment Property on behalf of the California CLASS. The Administrator Agreement may authorize the Administrator to employ other persons to assist in the performance of the duties set forth therein.

(b) The Administrator shall at no time have custody of or physical control over any of the Investment Property. If a Participant in error delivers Investment Funds for investment to the Administrator instead of to the Custodian, the Administrator shall immediately transfer such Investment Funds to the Custodian. The Administrator shall not be liable for any act or

omission of the Custodian but shall be liable for the Administrator's acts and omissions as provided herein.

(c) The Administrator understands that the monies delivered to the Custodian may only be invested pursuant to the investment parameters contained in the applicable Investment Policy.

#### 5.4 Investment Activities and Powers

The Administrator shall perform the following services:

(a) advise the California CLASS on any material changes in investment strategies based upon current market conditions;

(b) enter into securities transactions with respect to the Investment Property (to the extent permitted by the applicable Investment Policy and applicable laws) by entering into agreements and executing other documents relating to such transactions containing provisions common for such agreements and documents in the securities industry;

(c) from time to time, review the Permitted Investments and the applicable Investment Policy and, if circumstances and applicable laws permit, recommend changes in such Permitted Investments and such Investment Policy;

(d) provide such advice and information to the California CLASS on matters related to investments as the California CLASS may reasonably request including, without limitation, research and statistical data concerning the Investment Property, whether and in what manner all rights conferred by the Investment Property may be exercised, and other matters within the scope of the investment criteria set forth in the applicable Investment Policy;

(e) prepare such information and material as may be required in the implementation of the Valuation Procedures or the computation of the Balances and the preparation of any and all records and reports required by this Agreement or applicable laws;

(f) issue instructions to the Custodian as provided in this Agreement; and

(g) employ, consult with, obtain advice from, and exercise any of the Administrator's rights or powers under this Agreement through the use of suitable agents including auditors, legal counsel (who may be counsel to the Administrator or the California CLASS), investment advisers, brokers, dealers, and/or other advisers. Notwithstanding Section 15.8 hereof, the Administrator may transmit information concerning the Investment Property and the Participants to such agents.

#### 5.5 Monthly Statements

(a) Within fifteen (15) days after the end of each month-end, the Administrator shall prepare and submit, or make available, to each Participant who was a Participant during such month a statement disclosing any activity and a closing balance, including the number of Shares, in each of its Accounts for such month.

(b) The Administrator, upon the request of a Participant, shall furnish to the Participant a statement of such Participant's Balance as of the date of such request, subject only to account activity on such date.

## 5.6 Reports

The Administrator shall prepare or cause to be prepared at least annually (i) a report of operations containing a statement of the Investment Property and the Investment Property Liabilities and statements of operations and of net changes in net assets prepared in conformity with generally accepted accounting principles consistently applied and (ii) an opinion of an independent certified public accountant on such financial statements based on an examination of the books and records of the Participants' Accounts, maintained by the Administrator with respect to the Investment Property, performed in accordance with generally accepted auditing standards. An annual audit of the accounts and records of the California CLASS shall be made, and the report thereon filed and kept, in accordance with the provisions of Section 6505 of the Act.

## 5.7 Daily Calculation of Program Value and Rate of Return

The Administrator shall calculate the Investment Property Value for each Account once on each Business Day at the time and in the manner provided in the Investment Program's Information Statement for such Fund as well as the Valuation Procedures.

## 5.8 Administration of the California CLASS Investment Program

The Administrator shall perform the following administrative functions on behalf of the California CLASS in connection with the implementation of this Agreement:

(a) collect and maintain for such period as may be required under any applicable Federal or California law written records of all transactions affecting the Investment Property or the Balances, including but not limited to (i) investments by and payments to or on behalf of each Participant; (ii) acquisitions and dispositions of Investment Property; (iii) pledges and releases of collateral securing the Investment Property; (iv) determinations of the Investment Property Value; (v) adjustments to the Participants' Balances; and (vi) the current Balance and the Balances at the end of each month for each Participant. There shall be a rebuttable presumption that any such records are complete and accurate. The Administrator shall maintain the records relating to each Participant in a manner that subdivides the Participant's balance into Accounts;

(b) assist in the organization of meetings of the Board including preparation and distribution of the notices and agendas therefore;

(c) respond to all inquiries and other communications of Participants, if any, that are directed to the Administrator or, if any such inquiry or communication is more properly addressed by the Custodian, referring such inquiry or communication to the Custodian and coordinating the Custodian's response thereto;

(d) pay all Investment Property Liabilities in accordance with this Agreement from any income, profits, and gains from the Investment Property (but not from the principal amount thereof); and

(e) engage in marketing activities to encourage eligible California public sector entities to become Participants.

## ARTICLE VI

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### INVESTMENT ADVISOR

#### 6.1 Appointment of Qualifications

(a) The California CLASS may appoint one or more persons that meet the qualifications described in Section 6.1(b) hereof to serve as the Investment Advisor of the California Class. It is specifically intended that any and all provisions related to the Investment Advisor set forth herein be memorialized in a contract between the California CLASS and the Investment Advisor (the "**Investment Advisor Agreement**") and that this Agreement not be construed to create any third-party beneficiary rights in any party fulfilling the role of Investment Advisor. In the event of conflict between the provisions of this Agreement and the provisions of the Investment Advisor Agreement, this Agreement shall control.

(b) The Investment Advisor shall meet the requirements of Section 6509.7 of the Act and Section 53601(p) of the California Government Code, as such sections may be amended from time to time, which, as of the Effective Date, require that:

- (i) the investment manager is registered or exempt from registration with the Securities and Exchange Commission;
- (ii) the investment manager has not less than five (5) years of experience investing in the securities and obligations authorized by subdivisions (a) to (o), inclusive, of Section 53601 of the California Government Code; and
- (iii) the investment manager has assets under management in excess of five hundred million dollars (\$500,000,000).

#### 6.2 Successors

In the event that, at any time, the position of Investment Advisor shall become vacant for any reason, the California CLASS shall appoint, employ, or contract with a successor that meets the qualifications described in Section 6.1(b) hereof.

#### 6.3 Duties of the Investment Advisor

The duties of the Investment Advisor shall be those set forth in the Investment Advisor Agreement. Such duties may be modified by the California CLASS from time to time. The

California CLASS may authorize the Investment Advisor in the Investment Advisor Agreement to effect purchases, sales, or exchanges of Investment Property on behalf of the California CLASS or may authorize any officer, employee, agent, or member of the California CLASS to effect such purchases, sales, or exchanges pursuant to recommendations of the Investment Advisor, all without further action by the California CLASS. Any and all of such purchases, sales, and exchanges shall be deemed to be authorized by the California CLASS. The Investment Advisor Agreement may authorize the Investment Advisor to employ other persons to assist in the performance of the duties set forth in the agreement. The Investment Advisor Agreement shall also provide that it may be terminated without cause and without the payment of any penalty on forty-five (45) days written notice.

#### 6.4 Funds

The Investment Advisor shall cause the Custodian to establish two initial funds (the “**Prime Fund**” and the “**Enhanced Cash Fund**”) for the investment of surplus funds of the Participants. The Prime Fund shall have a constant net asset value and be invested in Permitted Investments pursuant to the criteria and policies contained in the Investment Policy for the Prime Fund. The Enhanced Cash Fund shall have a variable net asset value and be invested in Permitted Investments pursuant to the criteria and policies contained in the Investment Policy for the Enhanced Cash Fund. Notwithstanding anything in this Agreement to the contrary, the Investment Advisor may, upon the direction of the California CLASS, cause the Custodian to establish specially designated funds, in addition to the Prime Fund and the Enhanced Cash Fund, with specified investment characteristics so long as the fund adheres to the Permitted Investments. Such characteristics may include, without limitation, certain restrictions on amounts to be invested, holding periods prior to payments, or certain other conditions to be met for payments, such as possible payment penalties, special investment criteria, investment management tailored to a particular Participant, or additional fees for administering such specially designated Funds. The Investment Advisor may cause the Custodian to establish such Funds with the consent of the California CLASS as evidenced by resolution of the Board and approval by the Board of the related Investment Policy for such Funds. The establishment of such Funds shall not be deemed an amendment of this Agreement. A Participant may direct the Investment Advisor to invest its surplus funds in any of the established Funds. The Investment Advisor shall cause each such Fund to maintain accounts and reports separate from any other Fund. All provisions of this Agreement shall apply to any such Funds.

#### 6.5 Retained Reserves

The Investment Advisor may retain from earnings and profits such amounts as it may deem necessary to pay the debts and expenses of the California CLASS and to meet other obligations of the California CLASS, and the Investment Advisor shall also have the power to establish from earnings and profits such reasonable reserves as they believe may be necessary or desirable. At least quarterly, the Investment Advisor shall provide a detailed accounting to the Board of any debts, expenses, and obligations deemed necessary for

California CLASS Investment Program, and at the same time shall provide a detailed accounting to the Board of reserves deemed necessary or desirable by the Investment Advisor. Realized capital gains or losses shall be distributed in a timely and equitable manner as determined by the Investment Advisor.

## ARTICLE VII

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### THE CUSTODIAN

#### 7.1 Appointment and Qualifications

The California CLASS shall appoint and employ a bank or trust company organized under the laws of the United States of America to serve as custodian (“**Custodian**”) for the California CLASS Investment Program subject to the requirements of the Applicable Law. The Custodian shall follow directions relating to the investment of all Investment Property in accordance with the instructions of the Investment Advisor. The Custodian shall have authority to act as the California CLASS’s directed custodian, subject to such restrictions, limitations, and other requirements, if any, as may be established by the California CLASS. It is specifically intended that all provisions related to the Custodian set forth herein be memorialized in a contract to be entered into between the California CLASS and the Custodian (the “**Custody Agreement**”) and that this Agreement shall not be construed to create any third-party beneficiary rights under this Agreement in any party fulfilling the role of the Custodian. As such, the terms of this Agreement are not binding on the Custodian and the Custodian’s rights, duties and obligations are solely as defined in the Custody Agreement.

#### 7.2 Successors

If, at any time, the Custodian shall resign or shall be terminated pursuant to the provisions of the Custody Agreement, the California CLASS shall appoint a successor thereto.

#### 7.3 Prohibited Transactions

With respect to transactions involving Investment Property, the Custodian shall act strictly as directed custodian for the California CLASS. The California CLASS shall not purchase Permitted Investments from the Custodian or sell Permitted Investments to the Custodian.

#### 7.4 Appointment; Sub-Custodians

(a) The Custodian may employ sub-custodians, including, without limitation, Affiliates of the Custodian for any obligations set forth in the Custody Agreement. The appointment of a sub-custodian under this Section shall not relieve the Custodian of any of its obligations set forth in the Custody Agreement. The Custodian shall use its best efforts to ensure that the interests of the California CLASS in the Investment Property is clearly indicated on the records of any sub-custodian and the Custodian shall use its best efforts to ensure that the interests

of the California CLASS in the Investment Property is not diminished or adversely affected because of the Custodian's use of a sub-custodian.

(b) No Investment Funds or Investment Property, other than cash, received or held by the Custodian pursuant to the Custody Agreement shall be accounted for in any manner that might cause such Investment Funds or Investment Property to become assets or liabilities of the Custodian.

## 7.5 Powers

The Custodian shall perform the following services:

(a) open and maintain such custody accounts as the California CLASS directs through the Administrator and accept for safekeeping and for credit to the applicable Account, in accordance with the terms of the Custody Agreement, all securities representing the investment of Investment Funds pursuant to Section 2.4 hereof, and the income or earnings derived therefrom.

(b) hold the Investment Property:

(i) in its account at Depository Trust Company or other depository or clearing corporation; or

(ii) in a book entry account with the Federal Reserve Bank in which case a separate accounting of the Investment Property shall be maintained by the Custodian at all times.

The Investment Property held by any such depository or clearing corporation or Federal Reserve Bank may be held in the name of their respective nominees provided, however, that the custodial relationship and the interests of the California CLASS regarding such Investment Property shall be noted on the records of the Administrator and the custodial relationship on behalf of the California CLASS shall be noted on the records of the Custodian.

(c) notify the Administrator, in writing or verbally with written, email, or facsimile confirmation, in advance of the Custodian taking any elective action involving the Investment Property.

(d) upon instruction of the Administrator, the Custodian is authorized to:

(i) receive and distribute Investment Funds and all other Investment Property as directed by the Administrator;

(ii) exchange securities in temporary or bearer form for securities in definitive or registered form; and surrender securities at maturity or earlier when advised of a call for redemption;

(iii) make, execute, acknowledge, and deliver as Custodian all documents or instruments (including but not limited to all declarations, affidavits, and certificates of



ownership) that may be necessary or appropriate to carry out the powers granted herein; and

(iv) take any other action required by the Custody Agreement.

## 7.6 Custodial Relationship; Custodian Records

(a) The Custodian shall hold the Investment Property in its capacity as Custodian on behalf of the California CLASS. Such Investment Property shall be custodial property of the Custodian (other than cash) and shall not be, or be deemed to be, an asset of the Custodian.

(b) Within fifteen (15) days after the end of each month, the Custodian shall send statements providing the closing balance in the Account at the end of such month and the transactions performed in the Account during such month to the Administrator and the California CLASS.

## ARTICLE VIII

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### INTERESTS OF PARTICIPANTS

#### 8.1 General

The California CLASS, in its discretion, may authorize the division of the Investment Property into one or more Funds as provided in Section 6.4 hereof. The beneficial interests of the Participants hereunder in a Fund and the earnings thereon shall be divided into Shares. Shares shall be used as units to measure the proportionate allocation to the respective Participants of the beneficial interests of a Fund. As required by Section 6509.7 of the Act, each Share shall represent an equal proportionate interest in the Investment Property within a Fund. The number of Shares that may be used to measure and represent the proportionate allocation of beneficial interests among the Participants in a Fund is unlimited. All Shares in a Fund shall be of one class representing equal distribution, liquidation, and other rights. The beneficial interests measured by the Shares shall not entitle a Participant to preference, preemptive, appraisal, conversion, or exchange rights of any kind with respect to the California CLASS Investment Program or the Investment Property held in the applicable Fund. Title to the Investment Property held in the applicable Fund of every description is vested in the California CLASS. The Participants shall have no interest in the Investment Property held in the applicable Fund other than the beneficial interests conferred hereby and measured by their Shares, and they shall have no right to call for any partition or division of any property, profits, rights, or interests of the California CLASS.

#### 8.2 Allocation of Shares

(a) In its discretion, the California CLASS may from time to time allocate Shares in addition to the then allocated Shares to such Participant for such amount and such type of consideration (including without limitation income from the investment of Investment

Property held in the applicable Fund) at such time(s) (including without limitation each Business Day in accordance with the maintenance of a constant net asset value per Shares as set forth in this Agreement for constant net asset value Funds), and on such terms as the California CLASS may deem best. In connection with any allocation of Shares, the California CLASS may allocate fractional Shares. From time to time, the California CLASS may adjust the total number of Shares allocated without thereby changing the proportionate beneficial interests in the Investment Property held in the applicable Fund. Reductions or increases in the number of allocated Shares may be made in order to maintain a constant net asset value per Share as set forth in Section 10.1 hereof for constant net asset value Funds. Shares shall be allocated and redeemed as one hundredths (1/100ths) of a Share or any multiple thereof.

(b) Shares may be allocated only to a Participant in accordance with this Agreement. Any Participant may establish more than one Account within the California CLASS Investment Program or any Fund thereof for such Participant's convenience.

### 8.3 Evidence of Share Allocation

Evidence of Shares allocation shall be reflected in the records of the California CLASS, and the California CLASS shall not be required to issue certificates as evidence of Shares allocation.

### 8.4 Redemption to Maintain Constant Net Asset Value for Constant Net Asset Value Funds

The Shares shall be subject to redemption pursuant to the procedure for reduction of outstanding Shares in order to maintain the constant net asset value per Shares for constant net asset value Funds unless provided otherwise in the Information Statement for the applicable Fund.

### 8.5 Redemptions

Payments by the California CLASS to Participants, and the reduction of Shares resulting therefrom, are referred to in this Agreement as redemptions for convenience. Any and all allocated Shares may be redeemed at the option of the Participant upon and subject to the terms and conditions provided in this Agreement and any applicable Investment Policy and Information Statement for such Fund. The procedures for effecting redemption shall be prescribed by the California CLASS provided, however, that such procedures shall not be structured so as to substantially and materially restrict the ability of the Participants to withdraw funds from the California CLASS Investment Program.

### 8.6 Suspension of Redemption; Postponement of Payment

(a) Each Participant, by its investment in any Fund, agrees that the California CLASS may temporarily suspend the right of redemption or postpone the date of payment for redeemed Shares for the whole or any part of any period:

(i) During which trading in securities generally on the New York Stock Exchange or the American Stock Exchange or over-the-counter market shall have been suspended or minimum prices or maximum daily charges shall have been established on such exchange or market;

(ii) If a general banking moratorium shall have been declared by Federal, state, or the State of New York or State of California authorities or during a suspension of payments by banks in the State of California;

(iii) During which there shall have occurred any state of war or national emergency;

(iv) During which any financial emergency or other crisis the effect of which on the financial markets of the United States is such as to make it impracticable (a) to dispose of the Investment Property because of the substantial losses that might be incurred or (b) to determine the Investment Property Value in accordance with the Valuation Procedures.

(b) The Administrator shall determine, on behalf of the California CLASS, when an event occurs that, under this Section entitles the Custodian to temporarily suspend or postpone a Participant's right to redemption, and shall immediately notify the Custodian and each Participant by facsimile, email, mail, or telephone of such determination. Such a suspension or postponement shall not itself directly alter or affect a Participant's Balance.

(c) Such a suspension or postponement shall take effect at such time as is determined by the Administrator, and thereafter there shall be no right to request a redemption of Shares until the first to occur of: (a) in the case of (i), (ii) or (iv) above, the time at which the Administrator declares the suspension or postponement at an end, such declaration shall occur on the first day on which the period specified in the clause (i), (ii) or (iv) above shall have expired; and (b) in the case of (iii) above, the first day on which the period specified in clause (iii) above is no longer continuing.

(d) Any Participant that requested a payment prior to any suspension or postponement of payment may withdraw its request at any time prior to the termination of the suspension or postponement.

## 8.7 Defective Redemption Requests

In the event that a Participant shall submit a request for the redemption of a greater number of Shares than are then allocated to such Participant, such request shall not be honored.

## ARTICLE IX

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### RECORD OF SHARES

#### 9.1 Share Records

The California CLASS shall maintain records that shall contain:

- (i) The names and addresses of the Participants;
- (ii) The number of Shares representing their respective beneficial interests in any Account in any Fund hereunder; and
- (iii) A record of all allocations and redemptions. Such records shall be conclusive as to the identity of the Participants to which Shares are allocated. Only Participants whose allocation of Shares is recorded in the California CLASS records shall be entitled to receive distributions with respect to Shares or otherwise to exercise or enjoy the rights and benefits related to the beneficial interests represented by the Shares. No Participant shall be entitled to receive any distribution nor to have notices given to it until it has given its appropriate address to the California CLASS.

#### 9.2 Maintenance of Records

The Administrator, or such other person appointed by the Administrator or the California CLASS, shall record the allocations of Shares in each Account in any Fund in the records of the California CLASS.

#### 9.3 Owner of Record

No person becoming entitled to any Shares in consequence of the bankruptcy or insolvency of any Participant or otherwise by operation of law shall be recorded as the Participant to which such Shares are allocated unless such person is otherwise qualified to become a Participant. If not qualified, such person shall present proof of entitlement to the California CLASS and if the California CLASS, in its sole discretion, deems appropriate then be entitled to the redemption value of the Shares.

#### 9.4 Transfer of Shares

The beneficial interests measured by the Shares shall not be transferable, in whole or in part, other than to the California CLASS itself or another Participant for purposes of redemption. Shares also may be redeemed from one Participant's Account and the proceeds deposited directly into another Participant's Account upon instructions from the Authorized Representative of the respective Participants.

#### 9.5 Limitation of Responsibility

The California CLASS shall not, nor shall the Participants or any officer, employee or agent of the California CLASS, be bound to determine the existence of any trust, express,

implied or constructive, or of any charge, pledge, or equity to which any of the Shares or any interest therein are subject or to ascertain or inquire whether any redemption of any such Shares by any Participant or its Authorized Representatives is authorized by such trust, charge, pledge or equity, or to recognize any person as having any interest therein except the Participant recorded as the Participant to which such Shares are allocated. The receipt of moneys by the Participant in whose name any Shares is recorded or by the Authorized Representative or duly authorized agent of such Participant shall be a sufficient discharge for all moneys payable or deliverable in respect of such Shares and from all responsibility to see the proper application thereof.

## 9.6 Notices

Any and all notices to which Participants hereunder may be entitled and any and all communications shall be deemed duly served or given if electronically or mailed, postage prepaid, addressed to Participants of record at the electronic or physical mailing addresses recorded in the records of the California CLASS.

## ARTICLE X

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### **DETERMINATION OF NET ASSET VALUE, NET INCOME, DISTRIBUTIONS AND ALLOCATIONS**

#### 10.1 Determination of Net Asset Value, Net Income, Distributions and Allocations

The Information Statement for each Fund within the California CLASS Investment Program shall set forth the basis and times for determining the per Share net asset value of the Shares, the net income, and the declaration and payment of distributions, as the California CLASS, in its absolute discretion, may determine.

## ARTICLE XI

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### **CALIFORNIA CLASS INVESTMENT PROGRAM COSTS**

#### 11.1 Expenses

In consideration of the performance of its obligations hereunder, the Administrator shall receive a fee as set forth in the Administrator Agreement described in Section 5.1 hereof, which fee shall be paid from the earnings on the Accounts. The Administrator's fee shall be an Investment Property Liability. From its fee, the Administrator shall pay the following costs and expenses: the Investment Advisor's fee set forth in the Investment Advisor Agreement, the Custodian's fee set forth in the Custody Agreement, the costs of third parties retained by the Administrator to render investment advice pursuant to the Administrator Agreement, the

royalty fees to the Sponsors, marketing expenses, all custodial and securities clearance transaction charges, the cost of valuing the Investment Property, the cost of obtaining a rating or ratings, if any, the cost of other expenses agreed to by the Administrator and the California CLASS, all Investment Property record-keeping expenses, the cost of preparing monthly and annual reports, the expense of outside auditors required pursuant to the Administrator Agreement (but only if the Administrator selects such auditors), the fees of the counsel to the Administrator and/or the counsel to the California CLASS, the cost of Meetings of the Board, the cost of reimbursement for reasonable expenses incurred by Trustees in the course of their duties, insurance costs and the costs of Participant surveys and mailings. At least quarterly, the Administrator shall provide a detailed accounting of such expenses to the Trustees.

## ARTICLE XII

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### **REPRESENTATIONS AND WARRANTIES OF EACH FOUNDING PARTICIPANT**

#### **12.1 Representations and Warranties of Each Founding Participant**

Each Founding Participant hereby represents and warrants that:

(a) the Founding Participant is a Public Agency and political subdivision of a state, or an agency, authority, or instrumentality of the United States, a state or any political subdivision of a state; and

(b) each of the recitals to this Agreement is true as it relates to such Founding Participant; and

(c) the Founding Participant has taken all necessary actions and has received all necessary approvals and consents and adopted all necessary resolutions in order to execute and deliver this Agreement and to perform its obligations hereunder; and

(d) the execution, delivery, and performance of this Agreement by the Founding Participant are within the power and authority of the Founding Participant and do not violate the laws, rules, or regulations of the State of California applicable to the Founding Participant or its organizational statute, instrument, or documents or any other applicable Federal, state, or local law.

## ARTICLE XIII

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### **LIMITATIONS OF LIABILITY OF FOUNDING PARTICIPANTS, PARTICIPANTS, TRUSTEES AND OTHERS**

#### 13.1 No Personal Liability of Founding Participants, Participants, Trustees and Others.

Except in the case of fraud or willful misconduct, no Founding Participant, Participant and, subject to Section 13.3 hereof, no Trustee, officer, employee or agent of California CLASS, acting in its capacity as a Founding Participant, Participant, Trustee, officer, employee or agent of California CLASS, as applicable, shall be subject to any personal liability whatsoever to any person in connection with property or the acts, obligations or affairs of California CLASS, and all such persons shall look solely to the Investment Property for satisfaction of claims of any nature arising in connection with the affairs of California CLASS. Except in the case of fraud or willful misconduct, no Founding Participant, Participant, Trustee, officer, employee, or agent, as such, of California CLASS who is made a party to any suit or proceeding to enforce any such liability, shall be held to any personal liability. The debts, liabilities and obligations of California CLASS shall not be the debts, liabilities and obligations of any Founding Participant, Participant, Trustee, officer, employee or agent of California CLASS, unless otherwise provided in this Agreement provided, however, that in such case, such debts, liabilities and obligations shall be limited to the value of the Investment Property.

#### 13.2 Indemnification of Participants

California CLASS shall indemnify and hold each Participant harmless from and against all claims and liabilities to which such Participant may become subject by reason of its being or having been a Participant in the California CLASS Investment Program and shall reimburse such Participant for all legal and other expenses reasonably incurred by it in connection with any such claim or liability provided, however, that: (a) such Participant was acting in accordance with all legal and policy requirements and investment objectives applicable to such Participant, including any limitations that the Participant has adopted or is subject to which are more restrictive than state law, (b) such indemnity or reimbursement shall be made from the Investment Property in the applicable Fund in respect of which such claim or liability arose and not from any other Investment Property, and (c) no indemnification shall be made for any Participant's negligence or willful misconduct. The rights accruing to a Participant under this Section 13.2 shall not exclude any other right to which such Participant may be lawfully entitled, nor shall anything herein contained restrict the right of California CLASS to indemnify or reimburse a Participant in any appropriate situation even though not specifically provided herein.

#### 13.3 Bad Faith of Trustees and Others

No Trustee, officer, employee or agent of California CLASS shall be liable to California CLASS, or to any Founding Participant, Participant, Trustee, officer, employee or agent thereof

for any action or failure to act, except for his or her own bad faith, willful misfeasance, gross negligence or reckless disregard of duty (collectively, "**Bad Faith**").

### 13.4 Indemnification of Trustees and Others from Third-Party Actions

(a) California CLASS shall, to the extent permitted by law, indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of California CLASS) by reason of the fact that such person is or was a Trustee, officer or employee of California CLASS, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if it is determined that such person acted in good faith and reasonably believed: (i) in the case of conduct in his or her official capacity as a Trustee of California CLASS, that his or her conduct was in California CLASS's best interests, (ii) in all other cases, that his or her conduct was at least not opposed to California CLASS's best interests, and (iii) in the case of a criminal proceeding, that he or she had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the person did not act in good faith and in a manner that such person reasonably believed to be in the best interests of California CLASS or that such person had reasonable cause to believe such person's conduct was unlawful.

(b) In case any claim shall be made or action brought against any person in respect of which indemnity may be sought against the California CLASS, such indemnified person shall promptly notify the California CLASS in writing setting forth the particulars of such claim or action. The indemnified person shall be entitled to select and retain counsel of his or her choice. The California CLASS shall be responsible for the payment or immediate reimbursement for all reasonable fees and expenses incurred in the defense of such claim or action.

### 13.5 Indemnification of Trustees and Others for Successful Defense

To the extent that a Trustee, officer or employee of California CLASS has been successful on the merits in defense of any proceeding referred to in Section 13.4 hereof or in defense of any claim, issue or matter therein, before the court or other body before which the proceeding was brought, such person shall be indemnified against expenses actually and reasonably incurred in connection therewith.

### 13.6 Advance of Expenses

Expenses incurred in defending any proceeding may be advanced by California CLASS before the final disposition of the proceeding upon a written undertaking by or on behalf of the Trustee, officer or employee of California CLASS, to repay the amount of the advance if it is ultimately determined that he or she is not entitled to indemnification, together with at least one of the following as a condition to the advance: (i) security for the undertaking; or (ii) the existence of insurance protecting California CLASS against losses arising by reason of any lawful advances; or (iii) a determination by a majority of the Trustees who are not parties



to the proceeding ("**Non-Interested Trustees**"), or by independent legal counsel in a written opinion, based on a review of readily available facts, that there is reason to believe that such person ultimately will be found entitled to indemnification.

### 13.7 Exclusions and Limitations of Indemnification of Trustees and Others

Notwithstanding the foregoing, no indemnification or advance shall be made under Sections 13.4 to 13.6 hereof:

(a) Bad Faith. For any liability arising by reason of Bad Faith of a Trustee, officer or employee of California CLASS.

(b) Improper Personal Benefit. In respect of any claim, issue, or matter as to which a Trustee, officer or employee of California CLASS shall have been adjudged to be liable on the basis that personal benefit was improperly received by him or her, whether or not the benefit resulted from an action taken in such person's official capacity.

(c) Otherwise Prohibited. In any circumstances where it appears that it would be inconsistent with any condition expressly imposed by a court, any provision of this Agreement, or any agreement in effect at the time of accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid which prohibits or otherwise limits indemnification or advance.

(d) Limited to California CLASS's Assets. In any amount, individually or in the aggregate, that exceeds the value of the Investment Property. If there are concurrent indemnifications of multiple Participants under this Article XIII, such indemnifications shall be made on a pro rata basis up to the value of the Investment Property.

### 13.8 Obligations under Law

Notwithstanding anything herein or in the Investment Management Agreement to the contrary, nothing herein or therein is intended to relieve any Founding Participant or Participant of any obligation it has under state or Federal law to monitor, review, evaluate or provide oversight with respect to the Shares Program, the Investment Manager, or its participation in California CLASS.

### 13.9 Required Approval

No indemnification or advance shall be made under Sections 13.4 to 13.6 hereof unless and until it is determined, by a majority of the Non-Interested Trustees, or by independent legal counsel in a written opinion, based on a review of readily available facts, that indemnification of a Trustee, officer, employee or agent of California CLASS is proper in the circumstances because such person has met the applicable standard of conduct set forth in Sections 13.4 to 13.6 hereof, as applicable, and such indemnification is not excluded by reason of Section 13.7 hereof.

### 13.10 Fiduciaries of Employee Benefit Plan

This Article XIII does not provide indemnification or release from liability with respect to any proceeding against any trustee, Investment Manager or other fiduciary of an employee benefit plan in such person's capacity as such, even though such person may also be a Trustee, officer, employee or agent of California CLASS. Nothing contained in this Article XIII shall limit any right to indemnification to which such a trustee, Investment Manager, or other fiduciary may be entitled by contract or otherwise which shall be enforceable to the extent permitted by applicable laws other than this Article XIII.

### 13.11 No Duty of Investigation and Notice in California CLASS Instruments

No purchaser, lender, transfer agent, record keeper or other person dealing with any Trustee, officer, employee or agent of California CLASS shall be bound to make any inquiry concerning the validity of any transaction purporting to be made by such Trustee, officer, employee or agent or be liable for the application of money or property paid, loaned, or delivered to or on the order of such Trustee, officer, employee or agent. Every obligation, contract, instrument, certificate, Share or other security of California CLASS and undertaking, and every other document executed in connection with California CLASS, shall be conclusively presumed to have been executed or done by the executors thereof only in their capacity as Trustees under this Agreement or in their capacity as officers, employees or agents of California CLASS. Every written obligation, contract, instrument, certificate, Share or other security of California CLASS or undertaking made or issued by any Trustee shall recite that it is executed by such Trustee not individually, but in the capacity as Trustee under this Agreement, and that the obligations of any such instruments are not binding upon any of the Trustees, Founding Participants or Participants individually, but bind only California CLASS property, but the omission of such recital shall not operate to bind the Trustees, Founding Participants or Participants individually.

### 13.12 Reliance on Experts

Each Trustee, officer, employee and agent of California CLASS shall, in the performance of his or her duties, be fully protected with regard to any act or any failure to act resulting from reliance in good faith upon the books of account or other records of California CLASS, upon an opinion of counsel, or upon reports made to California CLASS by any of its officers or employees or by the investment adviser, administrator, transfer agent, record keeper, custodian, distributor accountants, appraisers or other experts or consultants selected with reasonable care by the Trustees, officers, employees or agents of California CLASS.

### 13.13 Immunity from Liability

All of the privileges and immunities from liability, all exemptions from laws, ordinances and rules, and all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of the trustees, officers, employees or agents of the Founding Participants when performing their functions within the territorial limits of their respective

Public Agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties associated with California CLASS.

### 13.14 Further Restriction of Duties and Liabilities

Without limiting the foregoing provisions of this Article XIII, the Trustees, officers, employees and Founding Participants of California CLASS shall in no event have any greater duties or liabilities than those imposed by applicable laws as shall be in effect from time to time.

## ARTICLE XIV

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### AMENDMENT AND TERMINATION

#### 14.1 Amendment

Unless explicitly set forth otherwise herein, this Agreement may be amended only by a majority vote of the Board. Nothing in this Agreement shall permit its amendment to violate the Act or the Applicable Law or impair the exemption from personal liability of the Founding Participants, Participants, Trustees, officers, employees and agents of the California CLASS or to permit assessments upon Participants. Notice of any amendment to this Agreement shall be filed with the office of the Secretary of State of California pursuant to Section 6503.5. Participants shall also be notified of any amendment to this Agreement through electronic communications.

#### 14.2 Termination

(a) This Agreement shall continue in full force and effect unless terminated as set forth in this Section 14.2. This Agreement may be terminated at any time pursuant to a duly adopted amendment hereto approved by the unanimous vote of the Board provided, however, that in no event shall this Agreement terminate so long as the California CLASS has any unpaid debts or obligations.

(b) Upon the termination of this Agreement pursuant to this Section 14.2:

(i) the Custodian, the California CLASS, and the Administrator shall carry on no business in connection with the California CLASS Investment Program except for the purpose of satisfying the Investment Property Liabilities and winding up their affairs in connection with the Investment Property;

(ii) the Custodian, the California CLASS, and the Administrator shall proceed to wind up their affairs in connection with California CLASS Investment Program, and all of the powers of the California CLASS, the Administrator, and the Custodian under this Agreement, the Administrator Agreement, and the Custody Agreement, respectively, shall continue until the affairs of the California CLASS, the Administrator, and the

Custodian in connection with the California CLASS Investment Program shall have been wound up, including but not limited to the power to collect amounts owed, sell, convey, assign, exchange, transfer, or otherwise dispose of all or any part of the remaining Investment Property to one or more persons at public or private sale for consideration that may consist in whole or in part of cash, securities, or other property of any kind, discharge or pay Investment Property Liabilities, and do all other acts appropriate to liquidate their affairs in connection with the California CLASS Investment Program; and

(iii) after paying or adequately providing for the payment of all Investment Property Liabilities and upon receipt of such releases, indemnities, and refunding agreements as each of the California CLASS, Administrator, and Custodian deem necessary for their protection, the California CLASS shall take all necessary actions to cause the distribution of the remaining Investment Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate Balances.

(c) Upon termination of this Agreement and distribution to the Participants as herein provided, the California CLASS shall direct the Administrator to execute and lodge among the records maintained in connection with this Agreement an instrument in writing setting forth the fact of such termination, and the California CLASS and Founding Participants shall thereupon be discharged from all further liabilities and duties hereunder, and the rights and benefits of all Participants hereunder shall cease and be canceled and discharged.

## ARTICLE XV

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### MISCELLANEOUS

#### 15.1 Governing Law

This Agreement is executed by the initial Founding Participants and delivered in the State of California and with reference to the laws thereof, and the rights of all parties and the validity, construction, and effect of every provision hereof shall be subject to and construed according to the laws of the State of California.

#### 15.2 Severability

The provisions of this Agreement are severable, and if any one or more of such provisions (the "**Conflicting Provisions**") are in conflict with applicable laws, the Conflicting Provisions shall be deemed never to have constituted a part of this Agreement, and this Agreement may be amended pursuant to Section 14.1 hereof to remove the Conflicting Provisions provided, however, that such conflict or amendment shall not affect or impair any of the remaining provisions of this Agreement or render invalid or improper any action taken or omitted prior to the discovery or removal of the Conflicting Provisions.

### 15.3 Counterparts

This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument that shall be sufficiently evidenced by any such original counterpart.

### 15.4 No Assignment

No assignment of this Agreement may be made by any party without consent of the non-assigning party.

### 15.5 Gender; Section Headings and Table of Contents

(a) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa.

(b) Any headings preceding the texts of the several Articles and Sections of this Agreement and any table of contents or marginal notes appended to copies hereof shall be solely for convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction, or effect.

### 15.6 No Partnership

Other than the creation by the Founding Participants of a joint exercise of powers entity pursuant to the Act, this Agreement does not create or constitute an association of two or more persons to carry on as co-owners a business for profit, and none of the parties intends this Agreement to constitute a partnership or any other joint venture or association.

### 15.7 Notice

Unless oral notice is otherwise allowed in this Agreement and except as otherwise provided herein, all notices required to be sent under this Agreement:

(a) shall be in writing;

(b) shall be deemed to be sufficient if given by (i) depositing the same in the United States mail properly addressed, postage prepaid, or (ii) electronically transmitting such notice by any means such as by facsimile transmission, email, or other electronic means, or (iii) by depositing the same with a courier delivery service, addressed to the person entitled thereto at his address or phone number as it appears on the records maintained by the Administrator;

(c) shall be deemed to have been given on the day of such transmission if delivered pursuant to subsection (b)(ii) or on the third day after deposit if delivered pursuant to subsection (b)(i) or (b)(iii); and

(d) any of the methods specified in Section 15.7(b) hereof shall be sufficient to deliver any notice required hereunder notwithstanding that one or more of such methods may not be specifically listed in the Sections hereunder requiring such notice.

### 15.8 Confidentiality

(a) All information and recommendations furnished by the Administrator to any Participants or the California CLASS that is marked confidential and all information and directions furnished by the Administrator to the Custodian shall be regarded as confidential by each such person to the extent permitted by law. Nothing in this Section shall prevent any party from divulging information as required by law or from divulging information to civil, criminal, bank, or securities regulatory authorities where such party may be exposed to civil or criminal proceedings or penalties for failure to comply, or from divulging information in accordance with State of California laws or to prevent the Administrator from distributing copies of this Agreement, the names of the Participants, or the Investment Property Value to third parties.

### 15.9 Entire Agreement

This Agreement shall constitute the entire agreement of the parties with respect to the subject matter and shall supersede all prior oral or written agreements in regard thereto.

### 15.10 Disputes

In the event of any dispute between the parties, the parties agree to attempt to resolve the dispute through negotiation. To the extent permitted by law, no litigation shall be commenced without a certification by an authorized officer, employee, or agent of any party that the dispute cannot be resolved by negotiation provided in writing at least 10 days before commencing legal action.

### 15.11 Writings

Whenever this Agreement requires a notice, instruction, or confirmation to be in writing or a written report to be made or a written record to be maintained, it shall be sufficient if such writing is produced or maintained by electronic means or maintained by any other photostatic, photographic, or micrographic data storage method such as digital discs as well as on paper.

### 15.12 Effective Date


This Agreement shall become effective on the Effective Date.



**SIGNATURE PAGE FOR JOINT EXERCISE OF POWERS AGREEMENT**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in their names and on their behalf as of the date first written above.

ALAMEDA COUNTY MOSQUITO  
ABATEMENT DISTRICT

By: 

Name: Ryan Clausnitzer

Title: General Manager

WEST BASIN MUNICIPAL WATER  
DISTRICT

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF LANCASTER

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SIGNATURE PAGE FOR JOINT EXERCISE OF POWERS AGREEMENT**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in their names and on their behalf as of the date first written above.

ALAMEDA COUNTY MOSQUITO  
ABATEMENT DISTRICT

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

WEST BASIN MUNICIPAL WATER  
DISTRICT

By: Margaret Moggia

Name: Margaret Moggia

Title: Executive Manager of Finance

CITY OF LANCASTER

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**SIGNATURE PAGE FOR JOINT EXERCISE OF POWERS AGREEMENT**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in their names and on their behalf as of the date first written above.

ALAMEDA COUNTY MOSQUITO  
ABATEMENT DISTRICT

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

WEST BASIN MUNICIPAL WATER  
DISTRICT

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF LANCASTER

By: George N. Harris

Name: George N. Harris

Title: Finance Director

## EXHIBIT A

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### EXHIBIT A

#### **Valuation Procedures**

1. Portfolio Valuation

California CLASS follows Financial Accounting Standards Board Accounting Standards Codification (ASC) 820 *Fair Value Measurement and Disclosure* for financial reporting purposes. ASC 820 defines fair value, establishes a single framework for measuring fair value, and requires disclosures about fair value measurement.

At least daily, the Investment Property Value shall be determined on a mark to market basis as follows: (a) securities for which market quotations are readily available are valued at the most recent bid price or yield equivalent as obtained from one or more market makers for such securities or a third-party pricing source; (2) all other securities and assets are valued at fair market value in good faith.

2. Amendment

These Valuation Procedures may be amended from time to time as provided in the Agreement.

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
SAN FRANCISCO BAY REGION**

1515 Clay Street, Suite 1400, Oakland, California 94612  
waterboards.ca.gov/sanfranciscobay

**TENTATIVE ORDER R2-2024-00XX  
NPDES PERMIT CA0038873**

The following dischargers (collectively, Dischargers and, individually, Discharger) are subject to waste discharge requirements (WDRs) set forth in this Order, for the purpose of regulating nutrient discharges to San Francisco Bay<sup>1</sup> and its contiguous bay segments:

**Table 1. Discharger Information**

<b>Discharger</b>	<b>Facility Name</b>	<b>Facility Address</b>	<b>Minor/ Major</b>
American Canyon, City of	Wastewater Treatment and Reclamation Facility	151 Mezzetta Court American Canyon, CA 94503	Major
Benicia, City of	Benicia Wastewater Treatment Plant	614 East Fifth Street Benicia, CA 94510	Major
Burlingame, City of	Burlingame Wastewater Treatment Plant	1103 Airport Boulevard Burlingame, CA 94010	Major
Central Contra Costa Sanitary District	Central Contra Costa Sanitary District Wastewater Treatment Plant	5019 Imhoff Place Martinez, CA 94553	Major
Central Marin Sanitation Agency	Central Marin Sanitation Agency Wastewater Treatment Plant	1301 Andersen Drive San Rafael, CA 94901	Major
Crockett Community Services District	Port Costa Wastewater Treatment Plant	End of Canyon Lake Drive Port Costa, CA 94569	Minor
Delta Diablo	Delta Diablo Wastewater Treatment Plant	2500 Pittsburg-Antioch Highway Antioch, CA 94509	Major
East Bay Dischargers Authority (EBDA); Cities of Hayward and San Leandro; Oro Loma Sanitary District; Castro Valley Sanitary District; Union Sanitary District; East Bay Regional Parks District; Livermore-Amador Valley Water	EBDA Common Outfall	EBDA Common Outfall 14150 Monarch Bay Drive San Leandro, CA 94577	Major
	Hayward Water Pollution Control Facility		
	San Leandro Water Pollution Control Plant		
	Oro Loma/Castro Valley Sanitary Districts Water Pollution Control Plant		
	Raymond A. Boege Alvarado Wastewater Treatment Plant		

<sup>1</sup> San Francisco Bay consists of the Sacramento/San Joaquin River Delta, Suisun Bay, Carquinez Strait, San Pablo Bay, Central San Francisco Bay, Richardson Bay, Lower San Francisco Bay, and South San Francisco Bay.

Discharger	Facility Name	Facility Address	Minor/ Major
Management Agency; Dublin Ramon Services District; and City of Livermore	Livermore-Amador Valley Water Management Agency Export and Storage Facilities		
	Dublin San Ramon Services District Wastewater Treatment Plant		
	City of Livermore Water Reclamation Plant		
East Bay Municipal Utility District	East Bay Municipal Utility District, Special District No. 1 Wastewater Treatment Plant	2020 Wake Avenue Oakland, CA 94607	Major
Fairfield-Suisun Sewer District	Fairfield-Suisun Wastewater Treatment Plant	1010 Chadbourne Road Fairfield, CA 94534	Major
Las Gallinas Valley Sanitary District	Las Gallinas Valley Sanitary District Sewage Treatment Plant	300 Smith Ranch Road San Rafael, CA 94903	Major
Marin County (Paradise Cove), Sanitary District No. 5 of	Paradise Cove Treatment Plant	3700 Paradise Drive Tiburon, CA 94920	Minor
Marin County (Tiburon), Sanitary District No. 5 of	Wastewater Treatment Plant	2001 Paradise Drive Tiburon, CA 94920	Minor
Millbrae, City of	Water Pollution Control Plant	400 East Millbrae Avenue Millbrae, CA 94030	Major
Mt. View Sanitary District	Mt. View Sanitary District Wastewater Treatment Plant	3800 Arthur Road Martinez, CA 94553	Major
Napa Sanitation District	Soscol Water Recycling Facility	1515 Soscol Ferry Road Napa, CA 94558	Major
Novato Sanitary District	Novato Sanitary District Wastewater Treatment Plant	500 Davidson Street Novato, CA 94945	Major
Palo Alto, City of	Palo Alto Regional Water Quality Control Plant	2501 Embarcadero Way Palo Alto, CA 94303	Major
Petaluma, City of	Municipal Wastewater Treatment Plant	3890 Cypress Drive Petaluma, CA 94954	Major
Pinole, City of	Pinole-Hercules Water Pollution Control Plant	11 Tennent Avenue Pinole, CA, 94564	Major
Rodeo Sanitary District	Rodeo Sanitary District Water Pollution Control Facility	800 San Pablo Avenue Rodeo, CA 94572	Major
San Francisco (San Francisco International Airport), City and County of	Mel Leong Treatment Plant, Sanitary Plant	Bldg. 924 Clearwater Drive San Francisco, CA 94128	Major
San Francisco (Southeast Plant), City and County of	Southeast Water Pollution Control Plant	750 Phelps Street San Francisco, CA 94124	Major
San Jose and Santa Clara, Cities of	San Jose/Santa Clara Water Pollution Control Plant	700 Los Esteros Road San Jose, CA 95134	Major
San Mateo, City of	City of San Mateo Wastewater Treatment Plant	2050 Detroit Drive San Mateo, CA 94404	Major
Sausalito-Marín City Sanitary District	Sausalito-Marín City Sanitary District Wastewater Treatment Plant	1 East Road Sausalito, CA 94965	Major

Discharger	Facility Name	Facility Address	Minor/ Major
Sewerage Agency of Southern Marin	Sewerage Agency of Southern Marin Wastewater Treatment Plant	450 Sycamore Avenue Mill Valley, CA 94941	Major
Silicon Valley Clean Water	Silicon Valley Clean Water Wastewater Treatment Plant	1400 Radio Road Redwood City, CA 94065	Major
Sonoma Valley County Sanitation District	Municipal Wastewater Treatment Plant	22675 8th Street East Sonoma, CA 95476	Major
South San Francisco and San Bruno, Cities of	South San Francisco and San Bruno Water Quality Control Plant	195 Belle Air Road South San Francisco, CA 94080	Major
Sunnyvale, City of	Sunnyvale Water Pollution Control Plant	1444 Borregas Avenue, Sunnyvale, CA 94089	Major
U.S. Department of Navy (Treasure Island)	Treasure Island Wastewater Treatment Plant	1220 Avenue M San Francisco, CA 94130	Major
Vallejo Flood and Wastewater District	Vallejo Flood and Wastewater District Wastewater Treatment Plant	450 Ryder Street Vallejo, CA 94590	Major
West County Agency; West County Wastewater District; City of Richmond; and Richmond Municipal Sewer District	West County Agency Combined Outfall	2910 Hilltop Drive Richmond, CA 94806	Major
	West County Wastewater District Treatment Plant		
	Richmond Municipal Sewer District Water Pollution Control Plant		

**Table 2. Discharge Locations**

Discharge locations are specified in the individual NPDES permits listed in Attachment B.

This Order was adopted on:

XXXXXX

This Order shall become effective on:

**October 1, 2024**

This Order shall expire on:

**September 30, 2029**

CIWQS regulatory measure number:

XXXXXX

I hereby certify that this Order with all attachments is a full, true, and correct copy of the Order adopted by the San Francisco Bay Regional Water Quality Control Board (Regional Water Board) on the date indicated above.

\_\_\_\_\_  
Eileen White, Executive Officer

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## 1. FACILITY INFORMATION

Information describing the facilities subject to this Order is summarized in Table 1 and in Fact Sheet (Attachment F) sections 1 and 2.

## 2. FINDINGS

The Regional Water Board finds the following:

- 2.1. Legal Authorities.** This Order serves as WDRs pursuant to California Water Code article 4, chapter 4, division 7 (commencing with § 13260). This Order is also issued pursuant to federal Clean Water Act (CWA) section 402 and implementing regulations adopted by U.S. EPA and Water Code chapter 5.5, division 7 (commencing with § 13370). It shall serve as a National Pollutant Discharge Elimination System (NPDES) permit for point source discharges of nutrients from the Discharger facilities listed in Attachment B to surface waters.
- 2.2. Background and Rationale for Requirements.** San Francisco Bay is the West Coast's largest estuary and home to over seven million people. It has long been recognized as a nutrient-enriched estuary with higher nitrogen and phosphorus concentrations than most estuaries in the world. Too much nitrogen and phosphorous can result in excessive phytoplankton growth, which can be associated with harmful algal blooms and low dissolved oxygen levels. In San Francisco Bay, nitrogen has more influence on phytoplankton growth than phosphorous. During the dry season, the Dischargers account for about 86 percent of the total nitrogen loading to San Francisco Bay.

Despite being nutrient rich, the Bay has historically resisted excessive phytoplankton growth due to its turbidity, which limits the light penetration necessary for phytoplankton growth; strong tidal mixing, which limits periods of stratification necessary for phytoplankton to thrive at the Bay's surface; and filter-feeding clams, which graze on phytoplankton. However, increasing phytoplankton levels in the early 2000s indicated that the Bay's resilience may be weakening, and the Region's population growth could increase nitrogen loads.

The Regional Water Board initiated a Nutrient Management Strategy in 2012 and convened a Steering Committee in 2014, with the participation of U.S. EPA, the Dischargers, scientific researchers, and non-governmental organizations. The Steering Committee oversees a Nutrient Science Program managed by the San Francisco Estuary Institute (SFEI).<sup>1</sup> The Nutrient Science Program includes

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<sup>1</sup> SFEI is a premier science organization that has been rigorously monitoring and analyzing San Francisco Bay for pollutants through the Regional Monitoring Program and nutrients through the Nutrients Science Program through coordination with publicly owned treatment works, the Regional Water Board, U.S. EPA, and non-governmental organizations.

monitoring, modeling, and special studies to better understand and respond to the possibility that the Bay could be losing its resilience to high nutrient levels, to evaluate nutrient reduction alternatives to prevent or resolve adverse impacts to the Bay, and to establish a scientific basis for regulatory actions.

In 2014, the Regional Water Board issued the first Nutrients Watershed Permit to provide a consistent approach for regulating municipal wastewater treatment plants within the San Francisco Bay watershed. The permit required the Dischargers to (1) contribute \$880,000 per year to the Nutrient Science Program to support receiving water monitoring, modeling, and special studies to characterize the Bay's response to current and future nutrient loads; (2) monitor their effluent to characterize nutrient discharge concentrations and loads; and (3) evaluate opportunities to reduce nutrient discharges through treatment plant optimization and upgrades.

In 2019, the Regional Water Board reissued the Nutrients Watershed Permit. The permit required the Dischargers to (1) to contribute \$2.2 million per year to continue and enhance the Nutrient Science Program; (2) continue to monitor their effluent to characterize nutrient discharge concentrations and loads; and (3) to evaluate opportunities to reduce nutrient discharges through recycling treated wastewater or using wetlands systems and other nature-based or multi-benefit systems. The resulting information, with the previously compiled information about potential opportunities to reduce nutrient discharges through treatment plant optimization and upgrades, provides a complete suite of nutrient reduction strategies from which the Dischargers can select the most cost-effective actions that provide the most benefits.

In July and August 2022, San Francisco Bay experienced a significant long-lasting and widespread harmful algal bloom that resulted in nuisance odors and massive fish kills due in part to loss of dissolved oxygen in the water from decaying algae. The harmful algal bloom resulted in thousands of dead fish and made national news.<sup>2</sup> While the causes of the harmful algal bloom are unknown, high levels of nutrients in Bay waters enabled its extensive propagation by providing fuel for the algae to consume. This event provided cause for the Regional Water Board to establish requirements in this reissued Nutrients Watershed Permit for nutrient load reductions to prevent or minimize the propagation of a future harmful algal bloom that could adversely affect beneficial uses of the Bay. Modeling and observational data demonstrate that San Francisco Bay can no longer assimilate current nutrient loads during the summer months without fueling a large algal bloom and significant fish kills as occurred in July and August 2022. Nutrient load reductions are necessary to comply with the biostimulatory substances water

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<sup>2</sup> See, e.g., <https://www.nytimes.com/2022/08/30/us/fish-dead-algae-bloom-california.html?searchResultPosition=1> and <https://www.cnn.com/2022/09/03/us/san-francisco-bay-area-algae-fish/index.html>.



quality objective, which provides that waters shall not contain such substances in concentrations that promote aquatic growths to the extent that they cause nuisance or adversely affect beneficial uses.

The Regional Water Board developed the requirements in this Order based on information the Dischargers submitted, information obtained through monitoring and reporting programs, and other available information. The Fact Sheet contains background information and rationales for this Order's requirements and is hereby incorporated into, and constitutes findings for, this Order. Attachments A, B, C, D, and E are also incorporated into this Order.

This Order requires the Dischargers to reduce dry season total inorganic nitrogen loads to San Francisco Bay by 40 percent regionwide compared to 2022 loads over a 10-year period, which is the maximum time allowed in an NPDES permit by the State Water Resources Control Board's (State Water Board) *Policy for Compliance Schedules in National Pollutant Discharge Elimination System Permits* (Compliance Schedule Policy; Resolution 2008-0025). The load reduction was developed using a model created by SFEI, which manages the Nutrients Science Program. The nitrogen load reductions this Order requires are the minimum necessary to protect the Bay's aquatic life from an algal bloom that could form under ambient conditions similar to those in July and August 2022 (e.g., weak tides, solar irradiance, low wind speed, low turbidity, and warm temperature) when the large algal bloom fueled by available nitrogen resulted in massive fish kills.

The cost to implement these load reductions will be significant. In response to the first Nutrients Watershed Permit requirement to evaluate opportunities to reduce nutrient discharges through treatment plant optimization and upgrades, the Dischargers prepared a report, *Bay Area Clean Water Agencies Nutrient Reduction Study: Potential Nutrient Reduction by Treatment Optimization, Sidestream Treatment, Treatment Upgrades, and Other Means*, dated June 22, 2018. The evaluation found that to implement conventional technologies to reduce total nitrogen concentrations below 15 mg/L during the dry season would cost about \$8.8 billion regionwide in 2018 dollars.

This Order requires Dischargers to take steps to comply with the 40 percent load reduction requirement within 10 years, while maintaining at least current performance in the interim. If a Discharger cannot comply within 10 years, the Regional Water Board will consider regulatory mechanisms as warranted and as available to grant more time (see Fact Sheet section 6.3.5). This Order recognizes that multi-benefit solutions, such as nature-based treatment or water recycling, may take longer than 10 years to implement, and the Regional Water Board will use any available regulatory mechanisms to allow more time for these projects to be implemented.

This Order requires Dischargers to continue funding the Nutrient Science Program. For the permit reissuance scheduled for 2029, the Regional Water Board

will consider any new information available (e.g., observational data, improved load response modeling, and other scientific updates generated by the Nutrient Science Program) to reassess and refine the final limits in this Order to ensure that they remain appropriate to protect San Francisco Bay beneficial uses. This may involve adjusting the magnitude of the required load reductions, the spatial scale for the load reductions (e.g., by subembayment instead of baywide), or the time-period used to evaluate nitrogen loading (e.g., year-round versus seasonal).

**2.3. Notification of Interested Parties.** The Regional Water Board notified the Dischargers and interested agencies and persons of its intent to prescribe these WDRs and has provided an opportunity to submit written comments and recommendations. Fact Sheet section 8.1 provides details regarding the notification.

**2.4. Consideration of Public Comment.** The Regional Water Board, in a public meeting, heard and considered all comments pertaining to the discharge. Fact Sheet section 8.4 provides details regarding the public hearing.

**THEREFORE, IT IS HEREBY ORDERED** that Order R2-2019-0017 (previous order) is rescinded upon the effective date of this Order, except for enforcement purposes, and, in order to meet the provisions contained in Water Code division 7 (commencing with § 13000) and regulations adopted thereunder and the provisions of the CWA and regulations and guidelines adopted thereunder, the Dischargers shall comply with the requirements in this Order. This action in no way prevents the Regional Water Board from taking enforcement action for violations of the previous order.

### 3. DISCHARGE PROHIBITIONS

This Order does not establish additional discharge prohibitions beyond those established in the individual NPDES permits listed in Attachment B of this Order.

### 4. EFFLUENT LIMITATIONS

**4.1. Interim Effluent Limitations.** The Dischargers shall comply with the following interim seasonal effluent limitations at the discharge points and monitoring locations specified in the Monitoring and Reporting Program (MRP) (Attachment E). Final effluent limitations shall become effective in accordance with the compliance schedule established by Provision 6.3.3 of this Order. Compliance with these interim limitations shall be determined seasonally for each Discharger based on discharges from May 1 through September 30. Mass loads shall be determined by calculating each daily average total inorganic nitrogen load from daily flows and concentrations, averaging all resulting daily loads, and rounding to two significant figures.

**Table 3. Interim Effluent Limitations**

<b>Discharger</b>	<b>Total Inorganic Nitrogen (kg/day)</b>
American Canyon, City of	79
Benicia, City of	290
Burlingame, City of	610
Central Contra Costa Sanitary District	4,300
Central Marin Sanitation Agency	1,300
Crockett Community Services District	5.3
Delta Diablo	2,000
East Bay Dischargers Authority (EBDA)	9,000
City of Hayward	
City of San Leandro	
Oro Loma Sanitary District and Castro Valley Sanitary District	
Union Sanitary District	
Livermore-Amador Valley Water Management Agency	
Dublin San Ramon Services District	
City of Livermore	
East Bay Municipal Utility District	11,000
Fairfield-Suisun Sewer District	1,600
Marin County (Paradise Cove), Sanitary District No. 5 of	3.7
Marin County (Tiburon), Sanitary District No. 5 of	69
Millbrae, City of	340
Mt. View Sanitary District	190
Novato Sanitary District	210
Palo Alto, City of	2,900
Pinole, City of	460
Rodeo Sanitary District	50
San Francisco (San Francisco International Airport), City and County of	560
San Francisco (Southeast Plant), City and County of	11,000
San Jose and Santa Clara, Cities of	6,400
San Mateo, City of	1,700
Sausalito-Marín City Sanitary District	180
Sewerage Agency of Southern Marin	280
Silicon Valley Clean Water	3,000
South San Francisco and San Bruno, Cities of	1,500
Sunnyvale, City of	830
Treasure Island Development Authority	29
Vallejo Flood and Wastewater District	1,000

Discharger	Total Inorganic Nitrogen (kg/day)
West County Agency	1,100
West County Wastewater District	
City of Richmond and Richmond Municipal Sewer District	

**4.2. Final Effluent Limitations.** In accordance with the compliance schedule established by this Order in Provision 6.3.3, starting October 1, 2034, the Dischargers shall comply with the following final seasonal water quality-based effluent limitations at the discharge points and monitoring locations specified in the MRP. Compliance with these final limitations shall be determined seasonally based on discharges from May 1 through September 30. If the sum of all the individual Dischargers' total inorganic nitrogen mass loads is greater than the Aggregate Mass Load Limit set forth below, the Dischargers whose total inorganic nitrogen mass loads exceed their individual limitations shall be in violation of their individual limitations. Mass loads shall be determined by calculating each daily average total inorganic nitrogen load from daily flows and concentrations, averaging all resulting daily loads, and rounding to two significant figures. The Aggregate Mass Load shall be determined by summing each individual Dischargers' average mass load.

**Table 4. Final Effluent Limitations**

Discharger	Total Inorganic Nitrogen
American Canyon, City of	62
Benicia, City of	120
Burlingame, City of	160
Central Contra Costa Sanitary District	2,300
Central Marin Sanitation Agency	480
Crockett Community Services District	3.7
Delta Diablo <sup>[1]</sup>	920
East Bay Dischargers Authority (EBDA)	4,200
City of Hayward	
City of San Leandro	
Oro Loma Sanitary District and Castro Valley Sanitary District	
Union Sanitary District	
Livermore-Amador Valley Water Management Agency	
Dublin San Ramon Services District	
City of Livermore	
East Bay Municipal Utility District	3,300
Fairfield-Suisun Sewer District	880
Marin County (Paradise Cove), Sanitary District No. 5 of	3.5

Discharger	Total Inorganic Nitrogen
Marin County (Tiburon), Sanitary District No. 5 of	47
Millbrae, City of	100
Mt. View Sanitary District	78
Novato Sanitary District	140
Palo Alto, City of	1,200
Pinole, City of	190
Rodeo Sanitary District	38
San Francisco (San Francisco International Airport), City and County of	71
San Francisco (Southeast Plant), City and County of	3,300
San Jose and Santa Clara, Cities of	5,000
San Mateo, City of	670
Sausalito-Marín City Sanitary District	69
Sewerage Agency of Southern Marin	140
Silicon Valley Clean Water	880
South San Francisco and San Bruno, Cities of	560
Sunnyvale, City of	740
Treasure Island Development Authority	21
Vallejo Flood and Wastewater District	580
West County Agency	430
West County Wastewater District	
City of Richmond and Richmond Municipal Sewer District	
Aggregate Mass Load Limit (kg/day)	26,700

Footnote:

<sup>[1]</sup> Delta Diablo may apply a discharge adjustment to its final discharge mass emission when determining compliance with its limit. The adjustment shall be based on measured total inorganic nitrogen levels from the reverse osmosis concentrate it receives from the City of Antioch's Brackish Water Desalination Project. Delta Diablo shall calculate the adjustment by using flow and total inorganic nitrogen concentrations in reverse osmosis concentrate that must be monitored at the same monitoring frequency as effluent in MRP Table E-4.

## 5. RECEIVING WATER LIMITATIONS

This Order retains the nutrient receiving water limitations specified in the individual NPDES permits listed in Attachment B.

## 6. PROVISIONS

**6.1. Standard Provisions.** The Dischargers shall comply with the standard provisions in Attachment D and G of their individual NPDES permits listed in Attachment B of this Order.

**6.2. Monitoring and Reporting Provisions.** The Discharger shall comply with the Monitoring and Reporting Program (MRP, Attachment E) and future revisions

thereto, and applicable monitoring and reporting requirements in Attachments D and G of their individual NPDES permits listed in Attachment B of this Order.

### 6.3. Special Provisions

6.3.1. **Reopener Provisions.** The Regional Water Board may modify or reopen this Order prior to its expiration date in any of the following circumstances as allowed by law or as otherwise authorized by law. Any Discharger may request a permit modification in accordance with 40 C.F.R section 122.62. With any such request, the Discharger shall include antidegradation and anti-backsliding analyses as necessary.

6.3.1.1. If present or future investigations demonstrate that the discharges governed by this Order have or will have a reasonable potential to cause or contribute to adverse impacts on water quality or beneficial uses of the receiving waters;

6.3.1.2. If new or revised water quality objectives or total maximum daily loads (TMDLs) come into effect for San Francisco Bay or contiguous water bodies (whether statewide, regional, or site-specific). In such cases, effluent limitations in this Order may be modified as necessary to reflect the updated water quality objectives or wasteload allocations. Adoption of the effluent limitations in this Order does not restrict in any way future modifications based on legally adopted water quality objectives or TMDLs or as otherwise permitted under federal regulations governing NPDES permit modifications;

6.3.1.3. If studies provide a basis for determining that a permit condition should be modified;

6.3.1.4. If a State Water Board precedential decision, new policy, new law, or new regulation is adopted;

6.3.1.5. If an administrative or judicial decision on a separate NPDES permit or WDRs addresses requirements similar to this discharge; or

6.3.1.6. If the final effluent limitations for total inorganic nitrogen do not attain and maintain applicable water quality standards.

6.3.2. **Monitoring, Modeling, and Subembayment Studies.** Each Discharger listed in Table 1 shall conduct, or cause to be conducted, studies to continue to address the potential adverse impacts of nutrients on San Francisco Bay beneficial uses. The studies shall include the efforts described below:

6.3.2.1. **Support Receiving Water Monitoring.** Individually or in collaboration with other regional stakeholders, support receiving water monitoring for nutrients and related constituents. These efforts shall supplement the monitoring the

Regional Monitoring Program and other entities already undertake, by providing the following:

- 6.3.2.1.1. A network of nutrient monitoring locations to track nutrient concentrations, dissolved oxygen, turbidity, and phytoplankton biomass in San Francisco Bay;
  - 6.3.2.1.2. Adequate data to support continued modeling of nutrient fate and transport in San Francisco Bay; and
  - 6.3.2.1.3. Studies furthering the understanding of harmful algae bloom development, including, at a minimum, monitoring for algae species and toxins.
- 6.3.2.2 **Increase San Francisco Bay's Resilience.** Explore opportunities to restore wetlands or to increase the resiliency of San Francisco Bay against nutrient loading (e.g., eelgrass beds to increase dissolved oxygen).
- 6.3.2.3. **Support Science Plan Development and Implementation.** Individually or in collaboration with other regional stakeholders, support further development, update, and implementation of the Nutrient Science Program to implement the San Francisco Bay Nutrient Management Strategy and support consideration of future management actions, including the development of nutrient water quality objectives. The Nutrient Science Program shall include studies necessary to assess water quality attainment scenarios for San Francisco Bay as a whole and for specific subembayments. The modeling and monitoring described in Provision 6.3.2.1, above, shall inform the Nutrient Science Program and any future management actions.

By June 1, 2025, submit, or cause to be submitted, an updated science plan and schedule for proposed studies, and annually update and revise the plan and schedule as necessary by June 1 of each subsequent year.

### 6.3.3. Compliance Schedule and Reporting

- 6.3.3.1. **Compliance Schedule and Progress Reporting.** This Order establishes a compliance schedule for Dischargers in Table 4 to meet the final water quality-based effluent limitations for total inorganic nitrogen within 10 years consistent with the State Water Board's Compliance Schedule Policy, as further explained in Fact Sheet section 4.2.1. To demonstrate progress in meeting these limits, each Discharger shall submit the information required below with the Annual Nutrients Report required by MRP section 5.2.2 starting with the Group Annual Report due February 1, 2026, and each year thereafter:

- 6.3.3.1.1. Summary of progress toward meeting the total inorganic nitrogen final effluent limitations in Table 4, including actions taken to reduce total inorganic nitrogen loads.

If pursuing nature-based solutions consistent with Provision 6.3.5, the Dischargers shall provide annual updates to their nature-based treatment projects, the expected total inorganic nitrogen loads to be discharged when the nature-based project is completed, and other expected benefits from the project.

If pursuing a water recycling project consistent with Provision 6.3.5, the Dischargers shall provide annual updates regarding increases to their recycled water infrastructure, recycled water users, and recycled water production. Such Dischargers shall provide details, including formal agreements with users, schedule for design and construction, costs, the expected total inorganic nitrogen loads to be discharged when the recycled water project is complete, and other expected benefits from the project. If a Discharger proposes a recycled water project that will generate a reverse osmosis concentrate (e.g., potable reuse project), it shall indicate how it plans to manage the concentrate to reduce nutrient discharges to San Francisco Bay.

- 6.3.3.1.2. Status and plans to comply with final effluent limitations and expected nitrogen reductions with supporting evidence and timelines for design and construction. This may include an intent to purchase trading credits from another Discharger as a compliance strategy, as described in Provision 6.3.4.

- 6.3.3.1.3. Summary of changes to the project plans and design and construction schedules listed in the previous year's update and rationale for the changes along with any additional plans for nitrogen reductions if current planned projects will not achieve the final effluent limits in Table 4.

- 6.3.3.1.4. Notification of the Discharger's compliance or noncompliance with this provision.

- 6.3.3.2. **Technical Reports.** Each Discharger shall submit technical reports as described below. These requirements may be satisfied by Dischargers choosing to collectively submit equivalent documentation through the Scoping Plan, Status Report, and Final Report required by Provision 6.3.4:

- 6.3.3.2.1. **Scoping Plan.** By July 1, 2025, submit a Scoping Plan describing proposed improvements and an implementation schedule including schedule for design and construction of improvements to meet the final effluent limitations in Table 4. This may include a Multi-Benefit Solution consistent with Provision 6.3.5.



- 6.3.3.2.2. **Optimization.** By July 1, 2025, if a Discharger plans to meet final effluent limits in Table 4 solely or in part through treatment optimization, it shall include a schedule to complete optimization no later than May 1, 2027, and begin implementation in accordance with its schedule.
- 6.3.3.2.3. **Draft Design Report.** By July 1, 2026, each Discharger that will implement treatment plant upgrades to comply with the final effluent limits in Table 4 shall submit a draft design report for planned capital improvements with estimated costs, a financial assessment, and a funding strategy. If a Discharger chooses to implement a multi-benefit solution consistent with Provision 6.3.5, it shall submit documentation by July 1, 2026, describing its intent and submit a draft design report for the multi-benefit solution by July 1, 2027.
- 6.3.3.2.4. **Governance Plan.** By July 1, 2027, each Discharger that chooses to implement a Multi-Benefit Solution consistent with Provision 6.3.5 shall submit a governance plan that documents partnerships and a memorandum of understanding or agreement among parties to implement nature-based solutions (e.g., land ownership and funding partnerships) or wastewater recycling (e.g., agreement between wastewater agencies, water purification entity, water contractors).
- 6.3.3.2.5. **Final Design Drawings and Specifications.** By July 1, 2028, each Discharger that will implement treatment plant upgrades to comply with final effluent limits in Table 4 shall submit final design drawings and specifications, and an updated implementation schedule. If a Discharger chooses to implement a multi-benefit solution consistent with Provision 6.3.5, it shall submit drawings and specifications and updated implementation schedule by March 31, 2029.
- 6.3.3.2.6 **Construction Contract.** By March 31, 2029, each Discharger that will implement treatment plant upgrades to comply with the final effluent limits in Table 4 shall provide documentation that it has awarded a construction contract to proceed with treatment plant upgrades and include an updated implementation schedule and begin implementation.
- 6.3.4. **Regional Planning to Reduce Total Inorganic Nitrogen Loads.** The Dischargers listed as “major” in Table 1 shall, individually or in collaboration with other regional stakeholders, develop a report that describes regionwide planning efforts to meet the final effluent limitations required by the end of the compliance schedule established through this permit. The report will complement individual reporting required by Provision 6.3.3 and provide a regionwide perspective toward ensuring compliance is achieved as soon as possible. The report shall include the following:
- a. Regional schedule that lays out the phasing of identified future projects;

- b. Identification of anticipated capital, operation, and maintenance costs of proposed projects, to the extent feasible for the level of planning;
  - c. Description of anticipated financing alternatives and impacts on agency rates (i.e., the cost to the community) associated with the identified projects;
  - d. Assessment of the impact of the proposed projects on other regulations or requirements (e.g., air and biosolids regulations);
  - e. Identification of nutrient reduction projects that would occur beyond the compliance schedule established in Provision 6.3.3 (with a focus on recycled water and nature-based solution projects) with the potential to reduce baywide total inorganic nitrogen load to below 22,000 kg/day and below 17,600 kg/day (50 percent and 60 percent reduction from 2022 total inorganic nitrogen load); and
  - f. Nutrient trading program, if Dischargers seek to engage in trading<sup>3</sup>, consistent with U.S. EPA's *Water Quality Trading Policy* (January 13, 2003) to facilitate achieving total inorganic nitrogen load reductions in Table 4. The proposed trading program should evaluate baywide and subembayment trading allowances that are supported by the best available science.
- 6.3.4.1. **Scoping Plan.** By July 1, 2025, the Dischargers shall, individually or in collaboration with regional stakeholders, submit a Scoping Plan describing the work proposed to develop the Final Report required below.
- 6.3.4.2. **Status Reports.** By July 1, 2026, and again by July 1, 2027, the Dischargers shall submit, or cause to be submitted, a status report describing the tasks completed and preliminary findings.
- 6.3.4.3. **Final Report.** By March 31, 2029, the Dischargers shall submit, or cause to be submitted, a Final Report describing the results of their evaluations.

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<sup>3</sup> Water quality trading is a market-based approach that offers efficiency in achieving water quality improvements on a watershed basis. With more stringent limits for total inorganic nitrogen, water quality trading would allow one Discharger to control nitrogen at levels greater than required and sell "credits" to another Discharger, which would use the credits to supplement its level of treatment to comply with final effluent limitations. Trading capitalizes on economies of scale and the control cost differentials between and among sources.

6.3.5. **Multi-Benefit Solutions for Load Reductions.** Dischargers that identify long-term multi-benefit solutions<sup>4</sup> (e.g., water recycling or nature-based solutions) that cannot be completed by the effective date of the final effluent limitations in Table 4 shall identify such projects by July 1, 2025, and their intent to pursue and implement them, as required by Provision 6.3.3.2.1. If these projects result in total inorganic nitrogen loads at or below the individual final effluent limitations in Table 4, the Regional Water Board will consider available regulatory mechanisms to provide more time to comply as explained in the Fact Sheet.

Dischargers pursuing long-term multi-benefit solutions shall satisfy the requirements in Provision 6.3.3.

6.3.6. **Recognition of Early Actors.** Dischargers that have already completed or begun construction or implementation of projects to reduce total inorganic nitrogen discharges to San Francisco Bay by the effective date of this Order may qualify as early actors. These Dischargers shall provide updates with each Annual Nutrients Report required by MRP section 5.2.2. Upon completion of these projects, if a Discharger's total inorganic nitrogen loads are above the individual final effluent limitations in Table 4, the Regional Water Board will consider available regulatory mechanisms to provide more time to comply as explained in Fact Sheet section 6.3.5.

6.3.7. **Report of Waste Discharge.** Each Discharger shall file a report of waste discharge as an application for updated WDRs in accordance with title 23, California Code of Regulations, section 2235.1 and an application for reissuance of a National Pollutant Discharge Elimination System (NPDES) permit no later than March 31, 2029. To comply with this requirement, each Discharger may reference the date its individual permit application was submitted for reissuance of its individual permit. Additionally, each Discharger's application for permit reissuance must include nutrient data required by this Order. This requirement may also be satisfied by referencing individual self-monitoring reports. Alternatively, the Dischargers may choose to submit a collective report of waste discharge by including the above information for each Discharger covered by this Order in one application.

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<sup>4</sup> Multi-benefit solutions refer to initiatives that incorporate nature-based solutions, such as horizontal levees, open water treatment wetlands, or wastewater recycling (both potable and non-potable). These projects are designed to reduce nutrient loads while also providing other benefits, such as enhancing flood control, increasing water supply, or improving habitat quality.

## ATTACHMENT A – DEFINITIONS AND ABBREVIATIONS

### DEFINITIONS

#### **Arithmetic Mean ( $\mu$ )**

Also called the average, sum of measured values divided by the number of samples. For ambient water concentrations, the arithmetic mean is calculated as follows:

$$\text{Arithmetic mean} = \mu = \Sigma x / n$$

where:  $\Sigma x$  is the sum of the measured ambient water concentrations,  
and  $n$  is the number of samples

#### **Bioaccumulative**

Taken up by an organism from its surrounding medium through gill membranes, through epithelial tissue, or from food and subsequently concentrated and retained in the body of the organism.

#### **Calendar Month(s)**

Period from the first day of a month through the last day of a month (e.g., January 1 to January 31). For toxicity monitoring, the period is from the first day of a routine monitoring test to the day before the corresponding day of the next month (e.g., from June 15 to July 14), or to the last day of the next month if there is no corresponding day (e.g., January 31 to February 28).

#### **Carcinogenic**

Known to cause cancer in living organisms.

#### **Daily Discharge**

Either: (1) the total mass of a constituent discharged over a calendar day (12:00 a.m. through 11:59 p.m.) or any 24-hour period that reasonably represents a calendar day for purposes of sampling (as specified in the permit) for a constituent with limitations expressed in units of mass; or (2) the unweighted arithmetic mean measurement of a constituent over a day for a constituent with limitations expressed in other units of measurement (e.g., concentration).

The daily discharge may be determined by the analytical results of a composite sample taken over the course of one day (a calendar day or other 24-hour period defined as a day) or by the arithmetic mean of analytical results from one or more grab samples taken over the course of the day.

For composite sampling, if 1 day is defined as a 24-hour period other than a calendar day, the analytical result for the 24-hour period is considered the result for the calendar day in which the 24-hour period ends.

#### **Detected, but Not Quantified (DNQ)**

Sample results less than the RL, but greater than or equal to the laboratory's MDL. Sample results reported as DNQ are estimated concentrations.

### **Dilution Credit**

Amount of dilution granted to a discharge in the calculation of a water quality-based effluent limitation, based on the allowance of a specified mixing zone. It is calculated from the dilution ratio or determined through conducting a mixing zone study or modeling of the discharge and receiving water.

### **Enclosed Bays**

Indentations along the coast that enclose an area of oceanic water within distinct headlands or harbor works. Enclosed bays include all bays where the narrowest distance between the headlands or outermost harbor works is less than 75 percent of the greatest dimension of the enclosed portion of the bay. Enclosed bays include, but are not limited to, Humboldt Bay, Bodega Harbor, Tomales Bay, Drake's Estero, San Francisco Bay, Morro Bay, Los Angeles-Long Beach Harbor, Upper and Lower Newport Bay, Mission Bay, and San Diego Bay. Enclosed bays do not include inland surface waters or ocean waters.

### **Estimated Chemical Concentration**

Concentration that results from the confirmed detection of a substance below the ML by the analytical method.

### **Estuaries**

Waters, including coastal lagoons, located at the mouths of streams that serve as areas of mixing for fresh and ocean waters. Coastal lagoons and mouths of streams that are temporarily separated from the ocean by sandbars shall be considered estuaries. Estuarine waters are considered to extend from a bay or the open ocean to a point upstream where there is no significant mixing of fresh water and seawater. Estuarine waters included, but are not limited to, the Sacramento-San Joaquin Delta, as defined in Water Code section 12220; Suisun Bay; Carquinez Strait downstream to the Carquinez Bridge; and appropriate areas of the Smith, Mad, Eel, Noyo, Russian, Klamath, San Diego, and Otay rivers. Estuaries do not include inland surface waters or ocean waters.

### **Inland Surface Waters**

All surface waters of the state that are not the ocean, enclosed bays, or estuaries.

### **Instantaneous Maximum Effluent Limitation**

Highest allowable value for any single grab sample or aliquot (i.e., each grab sample or aliquot is independently compared to the instantaneous maximum limitation).

### **Instantaneous Minimum Effluent Limitation**

Lowest allowable value for any single grab sample or aliquot (i.e., each grab sample or aliquot is independently compared to the instantaneous minimum limitation).

### **Median**

Middle measurement in a data set. The median of a data set is found by first arranging the measurements in order of magnitude (either increasing or decreasing order). If the number of measurements ( $n$ ) is odd, then the median =  $X_{(n+1)/2}$ . If  $n$  is even, then the median =  $(X_{n/2} + X_{(n/2+1)})/2$  (i.e., the midpoint between  $n/2$  and  $n/2+1$ ).

### **Method Detection Limit (MDL)**

Minimum concentration of a substance that can be reported with 99 percent confidence that the measured concentration is distinguishable from method blank results, as defined in 40 C.F.R. part 136, Appendix B.

### **Minimum Level (ML)**

Concentration at which the entire analytical system must give a recognizable signal and acceptable calibration point. The ML is the concentration in a sample that is equivalent to the concentration of the lowest calibration standard analyzed by a specific analytical procedure, assuming that all the method specified sample weights, volumes, and processing steps have been followed.

### **Mixing Zone**

Limited volume of receiving water allocated for mixing with a wastewater discharge where water quality criteria can be exceeded without causing adverse effects to the overall water body.

### **Not Detected (ND)**

Sample results less than the laboratory's MDL.

### **Persistent Pollutants**

Substances for which degradation or decomposition in the environment is nonexistent or very slow.

### **Pollutant Minimization Program**

Program of waste minimization and pollution prevention actions that include, but are not limited to, product substitution, waste stream recycling, alternative waste management methods, and education of the public and businesses. The goal of a Pollutant Minimization Program is to reduce all potential sources of a priority pollutant through pollutant minimization (control) strategies, including pollution prevention measures as appropriate, to maintain the effluent concentration at or below the water quality-based effluent limitation. Pollution prevention measures may be particularly appropriate for persistent bioaccumulative priority pollutants where there is evidence that beneficial uses are being impacted. Cost effectiveness may be considered when establishing the requirements of a Pollutant Minimization Program. The completion and implementation of a Pollution Prevention Plan, if required pursuant to Water Code section 13263.3(d), is considered to fulfill the Pollutant Minimization Program requirements.

### **Pollution Prevention**

Any action that causes a net reduction in the use or generation of a hazardous substance or other pollutant discharged into water and includes, but is not limited to, input change, operational improvement, production process change, and product reformulation (as defined in Water Code section 13263.3). Pollution prevention does not include actions that merely shift a pollutant in wastewater from one environmental medium to another environmental medium, unless clear environmental benefits of such an approach are identified to the satisfaction of the State Water Resources Control Board or Regional Water Board.

### **Regulatory Management Decision (RMD)**

Decision that represents the maximum allowable error rates and thresholds for toxicity and non-toxicity that would result in an acceptable risk to aquatic life.

### **Reporting Level (RL)**

ML (and its associated analytical method) chosen by the Discharger for reporting and compliance determination from the MLs included in this Order, including an additional factor if applicable as discussed herein. For priority pollutants, the MLs included in this Order correspond to approved analytical methods for reporting a sample result that are selected by the Regional Water Board either from State Implementation Plan (SIP) Appendix 4 in accordance with SIP section 2.4.2 or established in accordance with SIP section 2.4.3. The ML is based on the proper application of method-based analytical procedures for sample preparation and the absence of any matrix interferences. Other factors may be applied to the ML depending on the specific sample preparation steps employed. For example, the treatment typically applied in cases where there are matrix-effects is to dilute the sample or sample aliquot by a factor of ten. In such cases, this additional factor must be applied to the ML in the computation of the RL.

### **Source of Drinking Water**

Any water designated as municipal or domestic supply (MUN) beneficial use.

### **Standard Deviation ( $\sigma$ )**

Measure of variability calculated as follows:

$$\text{Standard deviation} = \sigma = (\sum[(x - \mu)^2]/(n - 1))^{0.5}$$

where: x is the observed value

$\mu$  is the arithmetic mean of the observed values

n is the number of samples

### **ABBREVIATIONS**

<b>°F</b>	degrees Fahrenheit
<b>°C</b>	degrees Celsius
<b>%</b>	Percent
<b>µg/L</b>	Micrograms per liter
<b>1/Discharge</b>	Once per discharge
<b>1/Day</b>	Once per day
<b>1/Month</b>	Once per month
<b>1/Quarter</b>	Once per quarter
<b>1/Week</b>	Once per week
<b>1/Year</b>	Once per year
<b>2/Month</b>	Two times per month

<b>2/Week</b>	Twice per week
<b>2/Year</b>	Twice per year
<b>B</b>	Background concentration
<b>C</b>	Water quality criterion or objective
<b>C-24</b>	24-hour composite
<b>CIWQS</b>	California Integrated Water Quality System
<b>Continuous</b>	Measured continuously
<b>Continuous/D</b>	Measured continuously, and recorded and reported daily
<b>Continuous/H</b>	Measured continuously, and recorded and reported hourly
<b>CTR</b>	California Toxics Rule
<b>CV</b>	Coefficient of Variation
<b>DMR</b>	Discharge Monitoring Report
<b>DNQ</b>	Detected, but not quantified
<b>DL</b>	Detection level
<b>ECA</b>	Effluent Concentration Allowance
<b>Grab</b>	Grab sample
<b>MDL</b>	Method detection limit
<b>MEC</b>	Maximum effluent concentration
<b>MG</b>	Million gallons
<b>mg/L</b>	Milligrams per liter
<b>mg/L as N</b>	Milligrams per liter as nitrogen
<b>MGD</b>	Million gallons per day
<b>ML</b>	Minimum level
<b>MRP</b>	Monitoring and Reporting Program (Attachment E)
<b>ND</b>	Not detected
<b>NTR</b>	National Toxics Rule
<b>NTU</b>	Nephelometric turbidity units
<b>ppt</b>	Parts per thousand
<b>RL</b>	Reporting level
<b>RPA</b>	Reasonable potential analysis
<b>SIP</b>	<i>Policy for Implementation of Toxics Standards for Inland Surface Waters, Enclosed Bays, and Estuaries of California (State Implementation Policy)</i>



<b>SMR</b>	Self-Monitoring Report
<b>s.u.</b>	Standard pH units
<b>WDRs</b>	Waste discharge requirements
<b>WQBEL</b>	Water quality-based effluent limitation

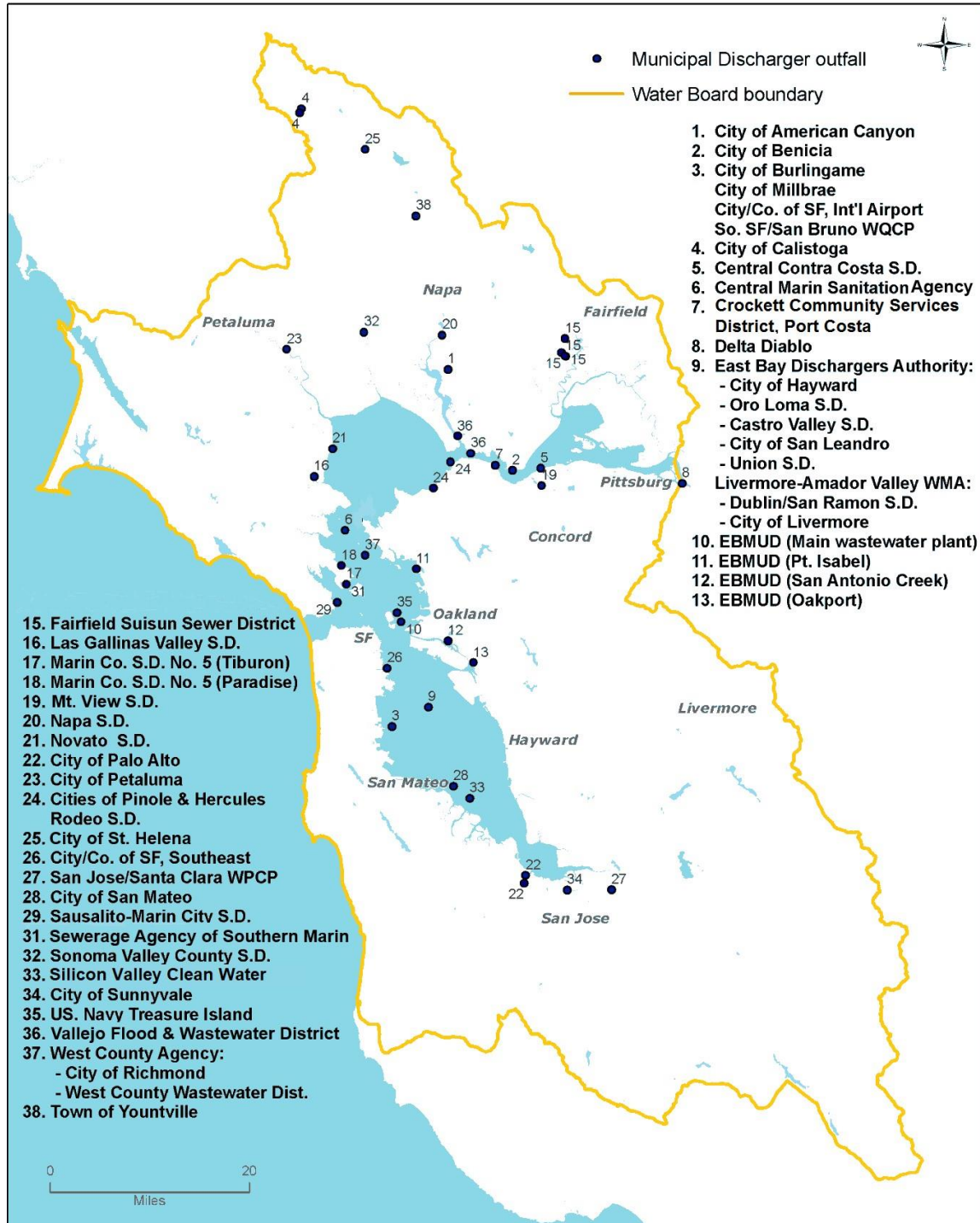
**ATTACHMENT B – INDIVIDUAL NPDES PERMITS AND ORDER NUMBERS**

Discharger	Individual NPDES Permit	Individual Order	Effective Date	Expiration Date
American Canyon, City of	CA0038768	R2-2022-0019	8/01/2022	7/31/2027
Benicia, City of	CA0038091	R2-2019-0034	2/01/2020	1/31/2025
Burlingame, City of	CA0037788	R2-2023-0010	1/01/2024	12/31/2028
Central Contra Costa Sanitary District	CA0037648	R2-2022-0020	8/01/2022	7/31/2027
Central Marin Sanitation Agency	CA0038628	R2-2023-0006	7/01/2023	6/30/2028
Crockett Community Services District	CA0037885	R2-2018-0053	2/01/2019	1/31/2024
Delta Diablo	CA0038547	R2-2019-0035	2/01/2020	1/31/2025
East Bay Dischargers Authority (EBDA)	CA0038769	R2-2022-0023	9/01/2022	8/31/2027
City of Hayward				
City of San Leandro				
Oro Loma Sanitary District and Castro Valley Sanitary District				
Union Sanitary District				
Livermore-Amador Valley Water Management Agency	CA0038679	R2-2021-0007	7/01/2021	6/30/2026
City of San Leandro – Treatment Wetland	CA0038881	R2-2022-0006	6/01/2022	5/31/2027
Oro Loma Sanitary District and Castro Valley Sanitary District – Wet Weather	CA0037559	R2-2018-0010	1/01/2019	12/31/2023
Union Sanitary District – Wet Weather	CA0038733	R2-2020-0027	12/01/2020	11/30/2025
Dublin San Ramon Services District	CA0037613	R2-2022-0024	9/01/2022	8/31/2027
City of Livermore	CA0038008	R2-2022-0025	9/01/2022	8/31/2027
East Bay Municipal Utility District	CA0037702	R2-2020-0024	11/01/2020	10/31/2025
Fairfield-Suisun Sewer District	CA0038024	R2-2020-0012	5/01/2020	4/30/2025
Las Gallinas Valley Sanitary District	CA0037851	R2-2020-0022	9/01/2020	8/31/2025
Marin County (Paradise Cove), Sanitary District No. 5 of	CA0037427	R2-2021-0017	12/01/2021	11/30/2026
Marin County (Tiburon), Sanitary District No. 5 of	CA0037753	R2-2023-0018	12/01/2023	11/30/2028
Millbrae, City of	CA0037532	R2-2024-0005	5/01/2024	4/30/2029
Mt. View Sanitary District	CA0037770	R2-2021-0026	2/01/2022	1/31/2027
Napa Sanitation District	CA0037575	R2-2022-0003	4/01/2022	3/31/2027
Novato Sanitary District	CA0037958	R2-2020-0019	9/01/2020	8/31/2025
Palo Alto, City of	CA0037834	R2-2019-0015	6/1/2019	5/31/2024
Petaluma, City of	CA0037810	R2-2021-0008	7/01/2021	6/30/2026
Pinole, City of	CA0037796	R2-2023-0008	8/01/2023	7/31/2028
Rodeo Sanitary District	CA0037826	R2-2022-0037	2/01/2023	1/31/2028

<b>Discharger</b>	<b>Individual NPDES Permit</b>	<b>Individual Order</b>	<b>Effective Date</b>	<b>Expiration Date</b>
San Francisco (San Francisco International Airport), City and County of	CA0038318	R2-2018-0045	12/01/2018	11/30/2023
San Francisco (Southeast Plant), City and County of	CA0037664	R2-2013-0029	10/01/2013	9/30/2018
San Jose and Santa Clara, Cities of	CA0037842	R2-2020-0001	4/01/2020	3/31/2025
San Mateo, City of	CA0037541	R2-2023-0017	12/01/2023	11/30/2028
Sausalito-Marín City Sanitary District	CA0038067	R2-2023-0022	1/01/2024	12/31/2028
Sewerage Agency of Southern Marin	CA0037711	R2-2023-0021	1/01/2024	12/31/2028
Silicon Valley Clean Water	CA0038369	R2-2023-0003	5/01/2023	4/30/2028
Sonoma Valley County Sanitation District	CA0037800	R2-2019-0019	9/01/2019	8/31/2024
South San Francisco and San Bruno, Cities of	CA0038130	R2-2019-0021	9/01/2019	8/31/2024
Sunnyvale, City of	CA0037621	R2-2020-0002	4/01/2020	3/31/2025
Treasure Island Development Authority	CA0110116	R2-2020-0020	8/01/2020	7/31/2025
Vallejo Flood and Wastewater District	CA0037699	R2-2023-0001	4/01/2023	3/31/2028
West County Agency	CA0038539	R2-2019-0003	04/01/2019	03/31/2024
West County Wastewater District				
City of Richmond and Richmond Municipal Sewer District				

## ATTACHMENT C – MAP OF MUNICIPAL DISCHARGE LOCATIONS

### Municipal Discharger outfall locations



## **ATTACHMENT D – STANDARD PROVISIONS**

Refer to Attachment D in the individual permits listed in Attachment B of this Order.

## ATTACHMENT E – MONITORING AND REPORTING PROGRAM

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## ATTACHMENT E – MONITORING AND REPORTING PROGRAM

Clean Water Act (CWA) section 308 and 40 C.F.R. sections 122.41(h), (j)-(l), 122.44(i), and 122.48 require that all NPDES permits specify monitoring and reporting requirements. Water Code section 13383 also authorizes the Regional Water Board to establish monitoring, inspection, entry, reporting, and recordkeeping requirements. This MRP establishes monitoring, reporting, and recordkeeping requirements that implement the federal and state laws and regulations.

### 1. GENERAL MONITORING PROVISIONS

- 1.1. Dischargers shall comply with this MRP. The Executive Officer may amend this MRP pursuant to 40 C.F.R. section 122.63. If any discrepancies exist between this MRP and the “Regional Standard Provisions, and Monitoring and Reporting Requirements (Supplement to Attachment D) for NPDES Wastewater Discharge Permits” (Attachment G) in the individual permits listed in Attachment B of this Order, this MRP shall prevail.
- 1.2. Sampling is required during the entire year when discharging. Dischargers shall conduct all monitoring in accordance with Attachment D section 3, as supplemented by Attachment G of the individual permits listed in Attachment B. Equivalent test methods must be more sensitive than those specified in 40 C.F.R. section 136 and must be specified in this permit.

### 2. MONITORING LOCATIONS

Dischargers shall establish the following monitoring locations to demonstrate compliance with the effluent limitations, discharge specifications, and other requirements of this Order:

**Table E-1. Monitoring Locations**

Discharge Point	Monitoring Location	Monitoring Location Description
Influent	Individual monitoring locations for influent wastewater (normally Monitoring Location INF-001) are specified in the MRPs of the individual NPDES permits listed in Attachment B of this Order. <sup>[1]</sup>	Individual monitoring location descriptions are provided in the MRPs of the individual NPDES permits listed in Attachment B of this Order.
Effluent	Individual monitoring locations for discharges of treated wastewater (normally Monitoring Location EFF-001) are specified in the MRPs of the individual NPDES permits listed in Attachment B of this Order. <sup>[2]</sup>	Individual monitoring location descriptions are provided in the MRPs of the individual NPDES permits listed in Attachment B of this Order.

Footnotes:

- <sup>[1]</sup> For the City and County of San Francisco (Southeast Plant), influent monitoring shall occur only during dry weather (i.e., not during wet weather as defined in its individual NPDES permit as listed in Attachment B).
- <sup>[2]</sup> For the City and County of San Francisco (Southeast Plant), the monitoring location shall be Monitoring Location EFF-001A. For the Fairfield-Suisun Sewer District, the monitoring location shall be Monitoring Location E-001D.

### 3. INFLUENT MONITORING

Dischargers with a design flow  $\geq 10$  MGD, as described in Fact Sheet Table F-1, shall monitor treatment plant influent (typically at Monitoring Location INF-001) as shown in Tables E-2 and E-4, below.

**Table E-2. Influent Monitoring**

Parameter <sup>[1]</sup>	Unit	Sample Type <sup>[2]</sup>
Ammonia, Total	mg/L and kg/day as N	C-24
Total Kjeldahl Nitrogen (TKN)	mg/L and kg/day as N	C-24
Nitrate-Nitrite	mg/L and kg/day as N	C-24
Phosphorus, Total	mg/L and kg/day as p	C-24

**Footnotes:**

- <sup>[1]</sup> Influent samples shall be collected concurrently with effluent samples.
- <sup>[2]</sup> 24-hour composites may be made up of four discrete grab samples collected over a 24-hour period and volumetrically or mathematically flow-weighted. During a 24-hour period, the samples may be collected only when the plant is staffed, if necessary.
- <sup>[3]</sup> If, after two years, all nitrate-nitrite concentrations a Discharger measures are below 2.0 mg/L, the Discharger may discontinue influent monitoring for this parameter.

### 4. EFFLUENT MONITORING

Dischargers shall monitor treatment plant effluent (typically at Monitoring Location EFF-001) as follows:

**Table E-3. Effluent Monitoring**

Parameter	Unit	Sample Type <sup>[1]</sup>
Ammonia, Total	mg/L and kg/day as N	C-24
Nitrate-nitrite	mg/L and kg/day as N	C-24
Inorganic Nitrogen, Total <sup>[2]</sup>	mg/L and kg/day as N	Calculated
Phosphorus, Total	mg/L and kg/day as p	C-24

**Footnotes:**

- <sup>[1]</sup> The 24-hour composites may be made up of four discrete grab samples collected over a 24-hour period and volumetrically or mathematically flow-weighted. During a 24-hour period, the samples may be collected only when the plant is staffed, if necessary. Monitoring for total ammonia, nitrate-nitrite, and total phosphorus shall be performed on the same day.
- <sup>[2]</sup> Total Inorganic Nitrogen = Total Ammonia + Nitrate-Nitrite. Dischargers may use approved analytical techniques that require filtration for analyte measurements that comprise Total Inorganic Nitrogen.

**Table E-4. Minimum Sampling Frequencies**

Discharger Size	Total Ammonia, Nitrate-Nitrite, TKN, Total Inorganic Nitrogen Sampling Frequencies <sup>[1,2,3,4]</sup>	Total Phosphorous Sampling Frequency
Major Dischargers (design flow $\geq 10$ MGD)	Twice per month for effluent Once per quarter for influent	Once per month for effluent Twice per year for influent
Major Dischargers (design flow $< 10$ MGD)	Once per month for effluent	Once per quarter for effluent
Minor Dischargers (design flow $< 1.0$ MGD)	Twice per year for effluent <sup>[5]</sup>	Once per year for effluent



Footnotes:

- [1] Samples need only to be collected when discharging (i.e., seasonal Dischargers shall collect samples only during the discharge season). For compliance monitoring (between May 1 and September 30), samples shall be representative of dry season conditions and shall not be collected if effluent flows are higher than normal due to unseasonal wet weather that increases flows to the treatment plant or results in reduced recycled water demand. If a Discharger is unable to collect representative samples at the monitoring frequency required by Table E-4, it shall include documentation in the transmittal letter of its monthly self-monitoring report that explains effluent flows during that period were higher than normal due to wet weather.
- [2] Dischargers that discharge through the East Bay Dischargers Authority Common Outfall (i.e., City of Hayward, City of San Leandro, Oro Loma Sanitary District and Castro Valley Sanitary District, Union Sanitary District, City of San Leandro – Treatment Wetland, and Dublin San Ramon Services District, and City of Livermore) shall monitor their individual wastewater treatment plant influent and effluent at least once per quarter.
- [3] Dischargers that discharge through the West County Agency Combined Outfall (i.e., West County Wastewater District and City of Richmond and Richmond Municipal Sewer District) shall monitor their individual wastewater treatment plant influent and effluent at least once per quarter.
- [4] The Livermore-Amador Valley Water Management Agency is not required to monitor influent or effluent, and neither the Union Sanitary District nor the Oro Loma Sanitary District is required to monitor effluent from its wet weather outfall.
- [5] Monitoring shall occur during the dry season (May - September).

## 5. REPORTING REQUIREMENTS

**5.1. General Monitoring and Reporting Requirements.** The Dischargers shall comply with all Standard Provisions (Attachments D and G of the individual NPDES permits) related to monitoring, reporting, and recordkeeping.

### 5.2. Individual Reporting in Self-Monitoring Reports (SMRs)

5.2.1. **Routine SMRs.** The Dischargers shall submit nutrients data collected to comply with this Order in the routine monthly or quarterly SMRs required by each Discharger's individual NPDES permit. Each SMR shall include all new nutrients monitoring results obtained since the last SMR was submitted. If a Discharger monitors nutrients more frequently than required by this Order at a monitoring location described in Table E-1, it shall include the results of such monitoring in the calculations and reporting for the relevant SMR.

5.2.2. **Annual Nutrients Report.** By January 1 of each year, each Discharger shall provide its nutrient information in a separate annual report or state that it is participating in a group report the Bay Area Clean Water Agencies (BACWA) will submit pursuant to Provision 5.2.2.5, below. Each Discharger shall submit the following:

5.2.2.1. Documentation that the Discharger is complying with Provisions 6.3.2, 6.3.3, 6.3.5, and 6.3.6 of the Order. If reporting through a group report as described below, the Discharger shall submit certification that it has provided adequate support (i.e., contributed its portion of the required contribution) in accordance with Provision 6.3.2.

5.2.2.2. Summary tables depicting the Discharger's annual and monthly flows, nutrient concentrations, and nutrient mass loads, calculated as described in Attachment G section 8.1 (Arithmetic Calculations) of individual NPDES permits. The summary tables shall cover October 1 before the preceding year through September 30 of the preceding year and at least the previous

five years of available data. Each Discharger shall document its nutrient loads relative to other facilities covered by this Order that discharge into the same subembayment (i.e., Suisun Bay, San Pablo Bay, Central Bay, South Bay, and Lower South Bay). These subembayment delineations may be refined through Provision 6.3.2 of the Order, in which case each Discharger shall document loads relative to the most recent delineation. Nutrient data from other Dischargers may be obtained from the State Water Board’s California Integrated Water Quality System (CIWQS) website (<https://www.waterboards.ca.gov/ciwqs/index.html>).

- 5.2.2.3. Analysis of nutrient trends and load variability, and assessment as to whether nutrient mass loads are increasing or decreasing.
- 5.2.2.4 A summary of the amount of water recycled annually by the Discharger, the corresponding decrease in the level of nutrients discharged to the Bay, and any updates to future water recycling plans.
- 5.2.2.5. Status and plans for investigation if the trend analysis shows a significant change in nutrient loading. In such cases, the Discharger shall investigate the cause. In the annual reports, the Discharger shall set forth its plans for investigation and report its results, providing necessary updates in subsequent annual reports. The investigation shall include, at a minimum, whether treatment process changes, increasing or decreasing water reclamation, or changes in total influent flow related to water conservation, population growth, transient work community, new industry, or wet weather flows have reduced or increased nutrient discharges.

As an alternative to submitting an individual Annual Nutrients Report, each Discharger may instead participate in a group report to be submitted by BACWA. By February 1 of each year, the Annual Group Nutrients Report shall include the information detailed in this provision.

- 5.2.3. **Monitoring Periods.** Monitoring periods for all required monitoring shall be as set forth below unless otherwise specified:

**Table E-5. Monitoring Periods**

Sampling Frequency	Monitoring Period Begins On...	Monitoring Period
Continuous/D	Order effective date	All times
1/Week	First Sunday following or on Order effective date	Sunday through Saturday
1/Month	First day of calendar month following or on Order effective date	First day of calendar month through last day of calendar month
1/Quarter	Closest January 1, April 1, July 1, or October 1	January 1 through March 31

Sampling Frequency	Monitoring Period Begins On...	Monitoring Period
	before or after Order effective date <sup>[1]</sup>	April 1 through June 30 July 1 through September 30 October 1 through December 31
1/Year 2/Year	Closest January 1 before or after Order effective date <sup>[1]</sup>	January 1 through December 31

Footnote:

<sup>[1]</sup> Monitoring performed during the previous order term may be used to satisfy monitoring required by this Order.

5.2.4. **RL and MDL Reporting.** The Discharger shall report with each sample result the Reporting Level (RL) and Method Detection Limit (MDL) as determined by the procedure in 40 C.F.R. part 136. The Dischargers shall report the results of analytical determinations for the presence of chemical constituents in a sample using the following reporting protocols:

5.2.4.1. Sample results greater than or equal to the RL shall be reported as measured by the laboratory (i.e., the measured chemical concentration in the sample).

5.2.4.2. Sample results less than the RL, but greater than or equal to the laboratory's MDL, shall be reported as "Detected, but Not Quantified," or DNQ. The estimated chemical concentration of the sample shall also be reported.

For purposes of data collection, the Dischargers shall require the laboratory to write the estimated chemical concentration next to DNQ. The laboratory may, if such information is available, include numerical estimates of the data quality for the reported result. Numerical estimates of data quality may be percent accuracy ( $\pm$  a percentage of the reported value), numerical ranges (low to high), or any other means the laboratory considers appropriate.

5.2.5.3. Sample results less than the laboratory's MDL shall be reported as "Not Detected", or ND.

5.2.5.4. The Dischargers shall instruct laboratories to establish calibration standards so that the minimum level (ML) value (or its equivalent if there is differential treatment of samples relative to calibration standards) is the lowest calibration standard. At no time is any Discharger to use analytical data derived from extrapolation beyond the lowest point of the calibration curve.

5.2.6. **Compliance Determination.** Compliance with effluent limitations shall be determined using sample reporting protocols defined above, in the Fact Sheet, in Attachment A, and in Attachments D and G of each individual permit. For purposes of reporting and enforcement, a Discharger shall be deemed out of compliance with interim effluent limitations if the average dry season (May 1 through September 30) mass load of total inorganic nitrogen in the dry season monitoring samples is greater than its individual effluent limitation.

For purposes of reporting and enforcement, a Discharger shall be deemed out of compliance with final effluent limitations if the average dry season mass load of the total inorganic nitrogen in dry season monitoring samples is greater than its effluent limitation and if the sum of all individual Dischargers' total inorganic nitrogen mass loads is greater than the Aggregate Mass Load Limit.

- 5.3. Discharge Monitoring Reports (DMRs).** DMRs are U.S. EPA reporting requirements. The Dischargers shall electronically certify and submit DMRs together with SMRs using Electronic Self-Monitoring Reports module eSMR 2.5 or the latest upgraded version. Electronic DMR submittal shall be in addition to electronic SMR submittal. Information about electronic DMR submittal is available at the [DMR website](https://waterboards.ca.gov/water_issues/programs/discharge_monitoring) (waterboards.ca.gov/water\_issues/programs/discharge\_monitoring).

## ATTACHMENT F – FACT SHEET

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## ATTACHMENT F – FACT SHEET

This Fact Sheet includes the legal requirements and technical rationale that serve as the basis for the requirements of this Order. As described in the findings of the Order, the Regional Water Board incorporates this Fact Sheet as findings supporting the issuance of the Order.

### 1. PERMIT INFORMATION

The following tables summarize administrative information related to each Discharger’s facility.

**Table F-1. Facility Information**

Discharger	Facility Contact, Title, and Phone	Mailing Address	Effluent Description	Facility Design Flow (MGD)
American Canyon, City of	Pam Phillips Environmental Services Manager (707) 647-4544	151 Mezzetta Court American Canyon, CA 94503 Napa County	Advanced Secondary	2.5
Benicia, City of	Jeff Gregory Wastewater Treatment Plant Superintendent (707) 746-4336	614 East Fifth Street Benicia, CA 94510 Solano County	Secondary	4.5
Burlingame, City of	Manuel Molina General Manager (650) 342-3727	501 Primrose Road Burlingame, CA 94010 San Mateo County	Secondary	5.5
Central Contra Costa Sanitary District	Lori Schectel Env. Compliance Manager (925) 229-7143	5019 Imhoff Place Martinez, CA 94553 Contra Costa County	Secondary	53.8
Central Marin Sanitation Agency	Chris Finton Treatment Plant Manager (415) 459-1455 x101	1301 Andersen Drive San Rafael, CA 94901 Marin County	Secondary	10
Crockett Community Services District	James Barnhill Sanitary Department Manager (510) 787-2992	P.O. Box 578 Crockett, CA 94525 Contra Costa County	Secondary	0.033
Delta Diablo	Amanda Roa Environmental Programs Manager (925) 756-1940	2500 Pittsburg-Antioch Highway Antioch, CA 94509 Contra Costa County	Secondary	19.5
East Bay Dischargers Authority (EBDA)	Jacqueline Zipkin General Manager (510) 278-5910	2651 Grant Avenue San Lorenzo, CA 94580 Alameda County	Secondary	107.8
City of Hayward				
City of San Leandro				
Oro Loma Sanitary District and Castro Valley Sanitary District				
Union Sanitary District				

<b>Discharger</b>	<b>Facility Contact, Title, and Phone</b>	<b>Mailing Address</b>	<b>Effluent Description</b>	<b>Facility Design Flow (MGD)</b>
Livermore-Amador Valley Water Management Agency				
Dublin San Ramon Services District				
City of Livermore				
East Bay Municipal Utility District	Chris Dembiczak Senior EH&S Specialist (925) 640-4738	P.O. Box 24055 Oakland, CA 94623-1055 Alameda County	Secondary	120
Fairfield-Suisun Sewer District	Meg Herston Director of Environmental Services (707) 428-9109	1010 Chadbourne Road Fairfield, CA 94534 Solano County	Advanced Secondary	23.7
Las Gallinas Valley Sanitary District	Mel Liebmann Chief Plant Operator (415) 472-1734	300 Smith Ranch Road San Rafael, CA 94903 Marin County	Secondary	2.92
Marin County (Paradise Cove), Sanitary District No. 5 of	Tony Rubio District Manager (415) 435-1501	P.O. Box 227 Tiburon, CA 94920 Marin County	Secondary	0.04
Marin County (Tiburon), Sanitary District No. 5 of	Tony Rubio District Manager (415) 435-1501	2001 Paradise Drive Tiburon, CA 94920 Marin County	Secondary	0.98
Millbrae, City of	Sam Bautista Public Works Director (650) 259-2347	621 Magnolia Avenue Millbrae, CA 94030 San Mateo County	Secondary	3.0
Mt. View Sanitary District	Lilia Corona District Manager (925) 228-5635 ext. 18	P.O. Box 2757 Martinez, CA 94553 Contra Costa County	Advanced Secondary	3.2
Napa Sanitation District	James Keller Operations Services Director (707) 258-6020 ext. 601	1515 Soscol Ferry Road Napa, CA 94558 Napa County	Secondary	15.4
Novato Sanitary District	Sandeep Karkal General Manager-Chief Engineer (415) 892-1694	500 Davidson Street Novato, CA 94945 Marin County	Secondary	7.0
Palo Alto, City of	James Allen Plant Manager (650) 329-2243	2501 Embarcadero Way, Palo Alto, CA 94303 Santa Clara County	Advanced Secondary	39
Petaluma, City of	Matthew Pierce Operations Supervisor (707) 776-3726	202 N. McDowell Blvd. Petaluma, CA 94954 Sonoma County	Secondary	6.7
Pinole, City of	Josh Binder Plant Manager (510) 724-8964	2131 Pear Street, Pinole, CA 94564 Contra Costa County	Secondary	4.06
Rodeo Sanitary District	Steve Beall District Manager (510) 799-2970 ext. 100	800 San Pablo Avenue Rodeo, CA 94572 Contra Costa County	Secondary	1.14



<b>Discharger</b>	<b>Facility Contact, Title, and Phone</b>	<b>Mailing Address</b>	<b>Effluent Description</b>	<b>Facility Design Flow (MGD)</b>
San Francisco (San Francisco International Airport), City and County of	Jennifer Acton Env. Operations Manager (650) 455-9241	P.O. Box 8097 San Francisco, CA 94128 San Mateo County	Secondary	2.2
San Francisco (Southeast Plant), City and County of	Amy Chastain Regulatory Manager (415) 554-1683	1155 Market St., 11th Floor San Francisco, CA 94103 San Francisco County	Secondary	85.4
San Jose and Santa Clara, Cities of	Eric Dunlavey Wastewater Compliance Program Manager (408) 635-4017	700 Los Esteros Road San Jose, CA 95134 Santa Clara County	Advanced Secondary	167
San Mateo, City of	Michael Sutter Operations Superintendent (650) 522-7380	330 West 20 <sup>th</sup> Avenue San Mateo, CA 94403	Secondary	15.7
Sausalito-Marín City Sanitary District	Jeffrey Kingston General Manager (415) 332-0244	1 East Road Sausalito, CA 94965 Marin County	Secondary	1.8
Sewerage Agency of Southern Marin	Mark Grushayev General Manager (415) 388-2402	26 Corte Madera Ave. Mill Valley, CA 94941 Marin County	Secondary	3.6
Silicon Valley Clean Water	Monte Hamamoto Chief Operating Officer (650) 832-6266	1400 Radio Road Redwood City, CA 94065 San Mateo County	Secondary	29
Sonoma Valley County Sanitation District	Frank Mello Operations Coordinator (707) 521-1843	Sonoma County Water Agency 404 Aviation Blvd. Santa Rosa, CA 95403 Sonoma County	Secondary	3.0
South San Francisco and San Bruno, Cities of	Brian Schumacker Plant Superintendent (650) 829-3844	195 Belle Air Road South San Francisco, CA 94080 San Mateo County	Secondary	13
Sunnyvale, City of	Rohan Wikramanayake Water Pollution Control Plant Division Manager (781) 491-6177	Sunnyvale Water Pollution Control Plant P.O. Box 3707 Sunnyvale, CA 94088-3707 Santa Clara County	Advanced Secondary	29.5
Treasure Island Development Authority	Amy Chastain Regulatory Manager (415) 554-1683	1 Avenue of the Palms, Ste 241 San Francisco, CA 94130 San Francisco County	Secondary	2.0
Vallejo Flood and Wastewater District	Jennifer Harrington Environmental Services Director (707) 652-7806	450 Ryder Street Vallejo, CA 94590 Solano County	Secondary	15.5
West County Agency			Secondary	28.5

Discharger	Facility Contact, Title, and Phone	Mailing Address	Effluent Description	Facility Design Flow (MGD)
West County Wastewater District	Aaron Winer Director of Water Quality and Resource Recovery (510) 837-6223	2910 Hilltop Drive Richmond, CA 94806 Contra Costa County		
City of Richmond and Richmond Municipal Sewer District				

**Table F-2. Additional Facility Information**

Discharger	Authorized Person to Sign and Submit Reports	Billing Address
American Canyon, City of	Pam Phillips Environmental Services Manager (707) 647-4544	151 Mezzetta Court American Canyon, CA 94503 Napa County
Benicia, City of	Jeff Gregory Wastewater Treatment Plant Superintendent (707) 746-4336	614 East Fifth Street Benicia, CA 94510 Solano County
Burlingame, City of	Manuel Molina General Manager (650) 342-3727	501 Primrose Road Burlingame, CA 94010 San Mateo County
Central Contra Costa Sanitary District	Lori Schectel Env. Compliance Manager (925) 229-7143	5019 Imhoff Place Martinez, CA 94553 Contra Costa County
Central Marin Sanitation Agency	Chris Finton Treatment Plant Manager (415) 459-1455 ext. 101	1301 Andersen Drive San Rafael, CA 94901 Marin County
Crockett Community Services District	James Barnhill Sanitary Department Manager (510) 787-2992	P.O. Box 578 Crockett, CA 94525 Contra Costa County
Delta Diablo	Joaquin Gonzalez Operations Manager (925) 756-1971	2500 Pittsburg-Antioch Highway Antioch, CA 94509 Contra Costa County
East Bay Dischargers Authority (EBDA)	Jacqueline Zipkin General Manager (510) 278-5910	2651 Grant Avenue San Lorenzo, CA 94580 Alameda County
City of Hayward		
City of San Leandro		
Oro Loma Sanitary District and Castro Valley Sanitary District		
Union Sanitary District		
Livermore-Amador Valley Water Management Agency		
Dublin San Ramon Services District		

<b>Discharger</b>	<b>Authorized Person to Sign and Submit Reports</b>	<b>Billing Address</b>
City of Livermore		
East Bay Municipal Utility District	Glenn Dombeck Manager of Wastewater Treatment (510) 287-1407	P.O. Box 24055, MS#59 Oakland, CA 94623-1055 Alameda County
Fairfield-Suisun Sewer District	Jordan Damerel Assistant General Manager/District Engineer (707) 428-9155	1010 Chadbourne Road Fairfield, CA 94534 Solano County
Las Gallinas Valley Sanitary District	Mel Liebmann Chief Plant Operator (415) 472-1734	300 Smith Ranch Road San Rafael, CA 94903 Marin County
Marin County (Paradise Cove), Sanitary District No. 5 of	Tony Rubio District Manager (415) 435-1501	P.O. Box 227 Tiburon, CA 94920 Marin County
Marin County (Tiburon), Sanitary District No. 5 of	Tony Rubio District Manager (415) 435-1501	2001 Paradise Drive Tiburon, CA 94920 Marin County
Millbrae, City of	Craig Centis Deputy Director of Public Works (650) 259-2376	621 Magnolia Avenue Millbrae, CA 94030 San Mateo County
Mt. View Sanitary District	Stacey Ambrose Environmental Services Manager (925) 228-5635 ext. 12	P.O. Box 2757 Martinez, CA 94553 Contra Costa County
Napa Sanitation District	James Keller Operations Services Director (707) 258-6020 ext. 601	1515 Soscol Ferry Road Napa, CA 94558 Napa County
Novato Sanitary District	Sandeep Karkal General Manager-Chief Engineer (415) 892-1694	500 Davidson Street Novato, CA 94945 Marin County
Palo Alto, City of	James Allen Plant Manager (650) 329-2243	2501 Embarcadero Way, Palo Alto, CA 94303 Santa Clara County
Petaluma, City of	Matthew Pierce Operations Supervisor (707) 776-3726	202 N. McDowell Blvd. Petaluma, CA 94954 Sonoma County
Pinole, City of	Josh Binder Plant Manager (510) 724-8964	2131 Pear Street, Pinole, CA 94564 Contra Costa County
Rodeo Sanitary District	Steve Beall District Manager (510) 799-2970 ext. 100	800 San Pablo Avenue Rodeo, CA 94572 Contra Costa County
San Francisco (San Francisco International Airport), City and County of	Leroy Sisneros Director of Facilities (650) 821-5400	P.O. Box 8097 San Francisco, CA 94128 San Mateo County

<b>Discharger</b>	<b>Authorized Person to Sign and Submit Reports</b>	<b>Billing Address</b>
San Francisco (Southeast Plant), City and County of	Andrew Clark Operations Superintendent (415) 920-4944	1155 Market St., 11th Floor San Francisco, CA 94103 San Francisco County
San Jose and Santa Clara, Cities of	Eric Dunlavey Wastewater Compliance Program Manager (408) 635-4017	700 Los Esteros Road San Jose, CA 95134 Santa Clara County
San Mateo, City of	Michael Sutter Operations Superintendent (650) 522-7380	330 West 20 <sup>th</sup> Avenue San Mateo, CA 94403
Sausalito-Marín City Sanitary District	Jeffrey Kingston General Manager (415) 332-0244	1 East Road Sausalito, CA 94965 Marin County
Sewerage Agency of Southern Marin	Mark Grushayev General Manager (415) 388-2402	26 Corte Madera Ave. Mill Valley, CA 94941 Marin County
Silicon Valley Clean Water	Monte Hamamoto Chief Operating Officer (650) 832-6266	1400 Radio Road Redwood City, CA 94065 San Mateo County
Sonoma Valley County Sanitation District	Frank Mello Operations Coordinator (707) 521-1843	Sonoma County Water Agency 404 Aviation Blvd. Santa Rosa, CA 95403 Sonoma County
South San Francisco and San Bruno, Cities of	Brian Schumacker Plant Superintendent (650) 829-3844	195 Belle Air Road South San Francisco, CA 94080 San Mateo County
Sunnyvale, City of	Rohan Wikramanayake Water Pollution Control Plant Division Manager (781) 491-6177	Sunnyvale Water Pollution Control Plant P.O. Box 3707 Sunnyvale, CA 94088-3707 Santa Clara County
Treasure Island Development Authority	Andrew Clark Operations Superintendent (415) 920-4944	1 Avenue of the Palms, Ste 161 San Francisco, CA 94130 San Francisco County
Vallejo Flood and Wastewater District	Jennifer Harrington Environmental Services Director (707) 652-7806	450 Ryder Street Vallejo, CA 94590 Solano County
West County Agency	Andrew Clough Agency Manager (510) 237-6603	2910 Hilltop Drive Richmond, CA 94806 Contra Costa County
West County Wastewater District		

Discharger	Authorized Person to Sign and Submit Reports	Billing Address
City of Richmond and Richmond Municipal Sewer District		

1.1. The Dischargers listed in Table 1 own and operate their respective wastewater treatment plants and collection systems. The Dischargers provide secondary or advanced secondary treatment of wastewater collected from their service areas. After treatment, the Dischargers discharge to San Francisco Bay<sup>1</sup> and its tributaries, which are waters of the United States within the San Francisco Bay watershed. Details of the wastewater treatment processes and discharges are described in the individual NPDES permits listed in Attachment B. Attachment C shows a map of the primary discharge locations subject to this Order.

For the purposes of this Order, references to the “discharger” or “permittee” in applicable federal and state laws, regulations, plans, and policies are held to be equivalent to references to the Discharger herein.

1.2. The Dischargers are regulated pursuant to the individual NPDES permits listed in Attachment B and NPDES Permit CA0038873, previously Order R2-2019-0017 (previous order).

1.3. The Dischargers are authorized to discharge nutrients subject to waste discharge requirements (WDRs) in this Order. Clean Water Act section 402(b)(1)(B) limits the duration of NPDES permits to a fixed term not to exceed five years. Accordingly, Table 3 of this Order limits the effective period for this discharge authorization. Pursuant to California Code of Regulations, title 23, section 2235.4, the terms and conditions of an expired permit are automatically continued pending reissuance of the permit if the Dischargers comply with all requirements for continuation of expired permits (40 C.F.R § 122.6(d)).

1.4. This Order is the third phase of what the Regional Water Board expects to be a multiple-permit-term effort. It establishes new interim and final effluent limitations to limit excessive eutrophication in San Francisco Bay. The purpose of this phase is to (1) establish interim effluent limitations for total inorganic nitrogen to ensure nutrient loads do not increase at individual treatment plants, (2) track and evaluate current and future nutrient loads from municipal dischargers, (3) fund nutrient monitoring programs, (4) support load response modeling, and (5) establish final numeric water quality-based effluent limitations that modeling and data indicate

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<sup>1</sup> San Francisco Bay, as the term is used in this Order, refers to the Sacramento/San Joaquin River Delta generally west of and including Montezuma Island, Suisun Bay, Carquinez Strait, San Pablo Bay, Central San Francisco Bay, Richardson Bay, Lower San Francisco Bay, and South San Francisco Bay.

will meet the narrative biostimulatory water quality objective to protect beneficial uses and a compliance schedule to attain these final effluent limitations.

## 2. FACILITY DESCRIPTIONS

### 2.1. Wastewater Collection and Treatment

- 2.1.1. **Location and Service Area.** The municipal wastewater treatment plants are located throughout the San Francisco Bay region and described in the individual permits listed in Attachment B.
- 2.1.2. **Wastewater Treatment.** Municipal wastewater treatment plants provide secondary treatment, which includes screening, skimming, settling, and biological treatment. Some plants provide advanced secondary treatment, which can nitrify ammonia to make nitrate nitrogen. Plants also denitrify at various levels, which removes nitrogen from wastewater. The primary source of nutrients in municipal wastewater is human waste; therefore, most Dischargers have no practical way of controlling influent nutrient concentrations.

2.2. **Discharge Point and Receiving Waters.** Municipal wastewater treatment plants discharge throughout San Francisco Bay, including the Sacramento/San Joaquin River Delta generally west of and including Montezuma Island, Suisun Bay, Carquinez Strait, San Pablo Bay, Central San Francisco Bay, Richardson Bay, Lower San Francisco Bay, South San Francisco Bay, and connected tributaries. Discharge points and receiving waters are described in the individual permits listed in Attachment B. Primary discharge points are also shown in Attachment C.

2.3. **Previous Requirements and Monitoring Data.** The previous order required the Dischargers to continue developing and supporting necessary studies to support implementation of the San Francisco Bay Nutrient Management Strategy. The Dischargers submitted a Science Plan for the San Francisco Bay Nutrient Management Strategy on January 30, 2020, and have since submitted annual updates and continue to implement the studies.

The previous order also required the Dischargers to evaluate potential nutrient reduction by natural systems and water recycling. The Dischargers submitted a Nature-Based Solution for Nutrient Removal report on June 30, 2023. The report was prepared by the San Francisco Estuary Institute (SFEI), which conducted a regional desktop analysis to identify Dischargers that have the best opportunities to implement nature-based solutions for nutrient reduction. SFEI then conducted outreach to these Dischargers to develop and identify constraints and site-scale models. The results are summarized below:

- **Central Contra Costa Sanitary District.** The district is currently reviewing strategies to reduce total inorganic nitrogen discharges. One of the potential methods would be to convert its wet weather earthen basins to water treatment wetlands. This project is in the early evaluation stages.

- **Delta Diablo.** Delta Diablo was identified to be a strong candidate for nutrient removal using nature-based solution by preliminary assessments. It is currently developing designs and cost estimates. The project has not yet been reviewed by Delta Diablo executive staff or its board of directors.
- **Fairfield Suisun Sewer District.** The district is considering adding treatment wetlands to its treatment process. The facility has large wet-weather equalization basins and additional land where the district is evaluating construction of a multi-benefit wetland for resiliency and nutrient removal benefits. The district is seeking funding from outside sources for implementation.
- **Novato Sanitary District.** The district could construct either a horizontal levee or a vegetated freshwater wetland to augment its treatment system. It could partner with Marin County on existing funded projects in the area while seeking other funding sources through regional, state, and federal levels.
- **Sewerage Agency of Southern Marin.** The agency could build horizontal levees in its surrounding tidal marsh or retrofit its equalization basins with treatment wetlands.
- **San Jose/Santa Clara.** San Jose maintains significant open water wetlands and has begun evaluating the feasibility of converting decommissioned sludge lagoons to nature-based treatment. A regional flood protection levee project (i.e., the South San Francisco Bay Shoreline Project) would need to be completed before any potential nature-based treatment could be pursued.
- **South San Francisco/San Bruno.** While South San Francisco does not have much open land near the facility, it could convert old naval piers into a horizontal levee or treatment wetland.
- **Union Sanitary District.** The district explored the feasibility of building a horizontal levee on adjacent land. Although the district does not own the land, it has pledged support for the concept and will assist with moving the project forward. The district plans to significantly reduce nutrient discharges with treatment plant upgrades. Construction started in 2022 and is expected to be completed by 2029.

The next phase of this process is to focus on a smaller set of facilities to develop design and cost estimates, which will be submitted to the Regional Water Board by June 30, 2024.

In addition, several other Dischargers have explored nature-based solutions not evaluated in the regional study:

- **Oro Loma and Castro Valley Sanitary Districts.** The districts, along with partners at East Bay Dischargers Authority and East Bay Regional Park District, are continuing to advance design of the First Mile Horizontal Levee Project just south of the Oro Loma Sanitary District/Castro Valley Sanitary District Water Pollution Control Plant at Oro Loma Marsh. The project would treat up to 1 MGD of treatment plant effluent through a subsurface treatment layer in the horizontal levee, effectively removing nitrogen and emerging contaminants, while also providing flood protection, upland refugia for endangered species, and recreational opportunities for an underserved community. Funding has been secured to develop the project through final design and permitting.
- **City of San Leandro.** To demonstrate the feasibility of implementing nature-based solutions for building shoreline resiliency, creating habitat, and improving water quality, the City of San Leandro plans to convert an existing 6.9-acre wastewater storage basin into a shallow, freshwater, open-water wetland to provide polishing treatment for flows from a newly installed nitrification system. This constructed wetland is expected to polish about 10 percent of wastewater flows from the treatment plant. The City of San Leandro plans to start construction in 2024. The Regional Water Board permitted this discharge under Order R2-2022-0006 (NPDES Permit CA0038881).
- **City of Hayward.** Under a grant from U.S. EPA's Water Quality Improvement Fund, the City of Hayward completed a feasibility study that evaluated opportunities to construct a treatment wetland and horizontal levee at its former oxidation ponds. Under a second Water Quality Improvement Fund grant, the City of Hayward is evaluating this project in more detail. The project would use a portion of the oxidation ponds to create an optimized wetland that would provide nitrogen treatment during the dry season, while maintaining the wet weather storage function in the winter. The project would also include a horizontal levee at the edge of the wetlands to provide additional wastewater treatment and polishing, as well as flood protection and upland refugia for shoreline species as sea level rises.
- **Silicon Valley Clean Water.** Silicon Valley Clean Water is considering the feasibility of using nearby wetlands or upgrading its surrounding levee system to provide nature-based treatment for nitrogen removal.

The Dischargers also submitted a Regional Evaluation of Potential Nutrient Discharge Reduction by Water Recycling report on June 28, 2023, summarizing feasible nutrient reductions through water recycling at different facilities. The table below projects water recycling through 2030 based on planned projects. The 2025 projections are more certain than those for 2030 because many of the later projects are conceptual and still require agreements between multiple agencies. Provision 6.3.4 requires Dischargers to submit a regional planning document that proposes how additional nutrient load reductions can be achieved, including through implementation of nature-based solutions and water recycling. Nutrient



reductions from recycled water will depend on nutrient concentrations in recycled water, end uses, and, for projects that use reverse osmosis, how the reverse osmosis concentrate is managed.

**Table F-3. Current and Projected Water Recycling**

Discharger	Average Daily Discharge Oct 2019-Sept 2020	2020 Water Recycled (MGD)	2020 Fraction Recycled	2025 Projected Water Recycled (MGD)	2030 Projected Water Recycled (MGD)
American Canyon, City of	1.22	0.313	0.26	0.619	0.619
Benicia, City of	1.8	-	-	-	-
Burlingame, City of	2.44	-	-	-	-
Central Contra Costa Sanitary District	33.3	1.6	0.05	1.95	2.24
Central Marin Sanitation Agency	9.01	0.024	0.00	0.024	0.024
Crockett Community Services District	0.0296	-	-	-	-
Delta Diablo	8.17	4.75	0.58	4.78	4.78
East Bay Dischargers Authority (EBDA)	62.1	6.0	0.10	6.5	6.8
East Bay Municipal Utility District	48.1	0.18	0.00	0.202	0.504
Fairfield-Suisun Sewer District	12.9	1.03	0.08	1.03	1.03
Las Gallinas Valley Sanitary District	1.93	0.975	0.51	0.975	0.975
Marin County (Paradise Cove), Sanitary District No. 5 of	0.0149	-	-	-	-
Marin County (Tiburon), Sanitary District No. 5 of	0.573	-	-	-	-
Millbrae, City of	1.48	-	-	-	-
Mt. View Sanitary District	1.19	1.15	0.97	1.18	1.21
Napa Sanitation District	3.54	3.3	0.93	3.4	3.4
Novato Sanitary District	2.75	1.47	0.53	1.45	5.03
Palo Alto, City of	19.5	0.705	0.04	0.752	13.7
Petaluma, City of	2.89	0.981	0.34	1.2	3.4
Pinole, City of	2.27	-	-	-	-
Rodeo Sanitary District	0.551	-	-	-	-
San Francisco (San Francisco International Airport), City and County of	0.943	-	-	-	-
San Francisco (Southeast Plant), City and County of	46.8	-	-	-	-
San Jose and Santa Clara, Cities of	84.4	12.6	0.15	15	17

Discharger	Average Daily Discharge Oct 2019-Sept 2020	2020 Water Recycled (MGD)	2020 Fraction Recycled	2025 Projected Water Recycled (MGD)	2030 Projected Water Recycled (MGD)
San Mateo, City of	9.92	-	-	-	-
Sausalito-Marín City Sanitary District	1.03	-	-	-	-
Sewerage Agency of Southern Marin	2.14	0.038	0.02	0.038	0.038
Silicon Valley Clean Water	13.7	0.856	0.06	1.23	1.31
Sonoma Valley County Sanitation District	2.21	2.21	1.00	2.24	2.24
South San Francisco and San Bruno, Cities of	7.34	-	-	-	-
Sunnyvale, City of	10.1	0.443	0.04	-	-
Treasure Island Development Authority	0.285	-	-	-	-
Vallejo Flood and Wastewater District	8.51	-	-	-	-
West County Agency West County Wastewater District City of Richmond and Richmond Municipal Sewer District	7.37	3.92	0.53	1.1	1.4
<b>Total</b>	408	43.2	0.11	52.8	76.4

#### 2.4. Existing Nutrient Discharge Data

The previous order required Dischargers to collect the nutrient discharge data shown below. The table includes 2022 dry season daily average loads, which was used to calculate baywide load reductions, and the maximum dry season average from 2014 through 2017, which established a 2019 baseline for performance in the previous order.

**Table F-4. Average Annual Dry Season Total Inorganic Nitrogen**

Discharger	2019-2023 Average Loads (kg/day)	2022 Loads (kg/day)	2019 Established Baseline (kg/day)	Design Flow (MGD)
American Canyon, City of	18	11	80	2.5
Benicia, City of	220	200	240	4.5
Burlingame, City of	340	250	290	5.5
Central Contra Costa Sanitary District	3,700	3,700	3,700	53.8
Central Marin Sanitation Agency	1,100	1,100	1,200	10

<b>Discharger</b>	<b>2019-2023 Average Loads (kg/day)</b>	<b>2022 Loads (kg/day)</b>	<b>2019 Established Baseline (kg/day)</b>	<b>Design Flow (MGD)</b>
Crockett Community Services District	-	-	-	0.033
Delta Diablo	1,200	950	1,500	19.5
East Bay Dischargers Authority (EBDA)	7,300	6,900	8,400	107.8
East Bay Municipal Utility District	8,900	10,000	9,800	120
Fairfield-Suisun Sewer District	960	1,000	1,100	23.7
Las Gallinas Valley Sanitary District	-	-	-	2.92
Marin County (Paradise Cove), Sanitary District No. 5 of	1.5	0.88	-	0.04
Marin County (Tiburon), Sanitary District No. 5 of	41	47	-	0.98
Millbrae, City of	270	240	290	3.0
Mt. View Sanitary District	89	42	120	3.2
Napa Sanitation District	-	-	-	15.4
Novato Sanitary District	85	-	-	7.0
Palo Alto, City of	2,100	2,200	2,600	39
Petaluma, City of	-	-	-	6.7
Pinole, City of	280	370	340	4.06
Rodeo Sanitary District	41	39	31	1.14
San Francisco (San Francisco International Airport), City and County of	110	91	340	2.2
San Francisco (Southeast Plant), City and County of	7,300	7,400	11,000	85.4
San Jose and Santa Clara, Cities of	3,700	2,500	5,300	167
San Mateo, City of	1,400	1,300	1,500	15.7
Sausalito-Marín City Sanitary District	130	110	150	1.8
Sewerage Agency of Southern Marin	230	250	190	3.6
Silicon Valley Clean Water	2,500	2,500	2,500	29
Sonoma Valley County Sanitation District	-	-	-	3.0
South San Francisco and San Bruno, Cities of	1,200	1,200	920	13
Sunnyvale, City of	530	500	630	29.5
Treasure Island Development Authority	20	20	21	2.0

Discharger	2019-2023 Average Loads (kg/day)	2022 Loads (kg/day)	2019 Established Baseline (kg/day)	Design Flow (MGD)
Vallejo Flood and Wastewater District	810	770	900	15.5
West County Agency West County Wastewater District City of Richmond and Richmond Municipal Sewer District	750	700	1,000	28.5
<b>Aggregate Load (kg/day)</b>	45,200	44,400	54,100	-

### 3. APPLICABLE PLANS, POLICIES, AND REGULATIONS

The requirements contained in this Order are based on the requirements and authorities described in this section.

**3.1. Legal Authorities.** This Order serves as WDRs pursuant to California Water Code article 4, chapter 4, division 7 (commencing with § 13260). This Order is also issued pursuant to federal Clean Water Act (CWA) section 402 and implementing regulations adopted by the U.S. EPA, and Water Code chapter 5.5, division 7 (commencing with § 13370). It serves as an NPDES permit for point source municipal discharges of nutrients to surface waters from the named facilities listed in Attachment B of this Order.

**3.2. California Environmental Quality Act (CEQA).** Under Water Code section 13389, this action to adopt an NPDES permit is exempt from the provisions of the California Environmental Quality Act (CEQA), Public Resources Code division 13, chapter 3 (commencing with § 21100).

#### 3.3. State and Federal Laws, Regulations, Policies, and Plans

**3.3.1. Water Quality Control Plan.** The Regional Water Board adopted the *Water Quality Control Plan for the San Francisco Bay Basin* (Basin Plan), which designates beneficial uses, establishes water quality objectives, and contains implementation programs and policies to achieve those objectives for all waters addressed through the plan. Requirements in this Order implement the Basin Plan. In addition, this Order implements State Water Board Resolution 88-63, which established State policy that all waters, with certain exceptions, should be considered suitable or potentially suitable for municipal or domestic supply. The beneficial uses applicable to San Francisco Bay include Agricultural Supply (AGR), Cold Freshwater Habitat (COLD), Ocean, Commercial, and Sport Fishing (COMM), Estuarine Habitat (EST), Industrial Service Supply (IND), Marine Habitat (MAR), Fish Migration (MIGR), Municipal and Domestic Supply (MUN), Navigation (NAV), Industrial Process Supply (PROC), Preservation of Rare and Endangered Species (RARE), Water Contact Recreation (REC1),

Non-Contact Water Recreation (REC2), Shellfish Harvesting (SHELL), Fish Spawning (SPWN), Warm Freshwater Habitat (WARM), and Wildlife Habitat (WILD).

- 3.3.2. **Antidegradation Policy.** Federal regulations at 40 C.F.R. section 131.12 require that state water quality standards include an antidegradation policy consistent with the federal policy. The State Water Board established California's antidegradation policy through State Water Board Resolution 68-16, *Statement of Policy with Respect to Maintaining High Quality of Waters in California*, which incorporates the federal antidegradation policy where the federal policy applies under federal law. Resolution 68-16 requires that existing water quality be maintained unless degradation is justified based on specific findings. The Basin Plan implements, and incorporates by reference, both the State and federal antidegradation policies. Permitted discharges must be consistent with the antidegradation provisions of 40 C.F.R. section 131.12 and State Water Board Resolution 68-16.
- 3.3.3. **Anti-Backsliding Requirements.** CWA sections 402(o) and 303(d)(4) and 40 C.F.R. section 122.44(l) restrict backsliding in NPDES permits. These anti-backsliding provisions require that effluent limitations in a reissued permit be as stringent as those in the previous permit, with some exceptions in which limitations may be relaxed.
- 3.3.4. **Endangered Species Act Requirements.** This Order does not authorize any act that results in the taking of a threatened or endangered species or any act that is now prohibited, or becomes prohibited in the future, under either the California Endangered Species Act (Fish and Game Code §§ 2050 to 2097) or Federal Endangered Species Act (16 U.S.C.A. §§ 1531 to 1544). This Order requires compliance with effluent limitations, receiving water limitations, and other requirements to protect the beneficial uses of waters of the State, including protecting rare, threatened, or endangered species. The Discharger is responsible for meeting all applicable Endangered Species Act requirements.
- 3.4. **Impaired Water Bodies on CWA section 303(d) List.** On May 11, 2022, U.S. EPA approved a revised list of impaired waters pursuant to CWA section 303(d), which requires identification of specific water bodies where it is expected that water quality standards will not be met after implementation of technology-based effluent limitations on point sources. Where it has not done so already, the Regional Water Board plans to adopt Total Maximum Daily Loads (TMDLs) for pollutants on the 303(d) list. TMDLs establish wasteload allocations for point sources and load allocations for nonpoint sources and are established to achieve water quality standards. No San Francisco Bay segment is listed as impaired by nutrients.

## 4. RATIONALE FOR EFFLUENT LIMITATIONS AND DISCHARGE SPECIFICATIONS

The CWA requires point source dischargers to control the amount of conventional, non-conventional, and toxic pollutants discharged into waters of the United States. The control of pollutants discharged is established through effluent limitations and other requirements in NPDES permits. There are two principal bases for effluent limitations: 40 C.F.R. section 122.44(a) requires that permits include applicable technology-based limitations and standards, and 40 C.F.R. section 122.44(d) requires that permits include water quality-based effluent limitations to attain and maintain applicable numeric and narrative water quality criteria to protect the beneficial uses of receiving waters. The individual NPDES permits listed in Attachment B of this Order contain the applicable technology-based limitations for the discharges covered by this Order.

### 4.1. Water Quality-Based Effluent Limitations

#### 4.1.1. Scope and Authority

CWA section 301(b) and 40 C.F.R. section 122.44(d) require permits to include limitations more stringent than federal technology-based requirements where necessary to achieve water quality standards. According to 40 C.F.R. section 122.44(d)(1)(i), permits must include effluent limitations for all pollutants that are or may be discharged at levels that have a reasonable potential to cause or contribute to an exceedance of a water quality standard, including numeric and narrative objectives within a standard. Where reasonable potential has been established for a pollutant, but there is no numeric criterion or objective, water quality-based effluent limitations (WQBELs) must be established using (1) U.S. EPA criteria guidance under CWA section 304(a), supplemented where necessary by other relevant information; (2) an indicator parameter for the pollutant of concern; or (3) a calculated numeric water quality criterion, such as a proposed state criterion or policy interpreting a narrative criterion, supplemented with relevant information. The process for determining reasonable potential and calculating WQBELs when necessary is intended to achieve applicable water quality objectives and criteria, and thereby protect designated beneficial uses of receiving waters.

#### 4.1.2. Beneficial Uses and Water Quality Objectives

The Dischargers discharge to San Francisco Bay and its tributaries. Fact Sheet section 3.3.1 identifies the beneficial uses of San Francisco Bay and its tributaries. Water quality objectives to protect these beneficial uses include the narrative biostimulatory substances objective in Basin Plan section 3.3.3:

Waters shall not contain biostimulatory substances in concentrations that promote aquatic growths to the extent that such growths cause nuisance or adversely affect beneficial uses. Changes in chlorophyll a and associated phytoplankton communities follow complex

dynamics that are sometimes associated with a discharge of biostimulatory substances. Irregular and extreme levels of chlorophyll a or phytoplankton blooms may indicate exceedance of this objective and require investigation.

#### 4.1.3. Reasonable Potential Analysis

Municipal wastewater treatment plants are a significant source of nutrients to San Francisco Bay and nutrients pose a threat to San Francisco Bay beneficial uses. In San Francisco Bay, nitrogen is the growth-limiting nutrient.<sup>2</sup> Total inorganic nitrogen is the bioavailable form of nitrogen. As shown in the table below, municipal wastewater treatment plants account for about 86 percent of the annual average dry season total inorganic nitrogen load to San Francisco Bay and close to 100 percent of the total inorganic nitrogen load to Lower South Bay, South Bay, and Central Bay.<sup>3</sup>

**Table F-5. Dry Season Average Total Inorganic Nitrogen**

Subembayment	Municipal <sup>[1]</sup> (kg N/day)	Petroleum Refinery <sup>[2]</sup> (kg N/day)	Delta <sup>[3]</sup> (kg N/day)	Total (kg N/day)	Municipal (%)
Lower South Bay	6,300	-	-	6,300	100
South Bay	20,400	-	-	20,400	100
Central Bay	11,200	-	-	11,200	100
San Pablo Bay & Carquinez Strait	1,500	840	-	2,300	64
Suisun Bay	5,900	130	6,200	12,200	48
<b>Baywide</b>	<b>45,200</b>	<b>970</b>	<b>6,200</b>	<b>52,400</b>	<b>86</b>

Footnotes:

<sup>[1]</sup> Average of data from 2018 through 2022.

<sup>[2]</sup> Data from 2011. To gather more information on current total inorganic nitrogen loadings from refineries and assess potential treatment options, the Regional Water Board issued a 13383 order on January 26, 2024.

<sup>[3]</sup> Data from *Nutrients in the Northern San Francisco Estuary* from SFEI in 2021.

San Francisco Bay has long been recognized as nutrient-enriched. Despite this, the abundance of phytoplankton in the estuary is typically lower than what would be expected due to strong tidal mixing, which limits periods of stratification; high turbidity, which limits light penetration; and an abundant clam population, which feeds on the phytoplankton. Data from 2000 through 2020 indicated an increase in phytoplankton biomass in many areas of the estuary, suggesting that San Francisco Bay’s historic resilience to the effects of nutrient

<sup>2</sup> San Francisco Estuary Institute, Scientific Foundation for the San Francisco Bay Nutrient Management Strategy, Draft FINAL, October 2014, page 65.

<sup>3</sup> San Francisco Estuary Institute, External Nutrient Loads to San Francisco Bay, January 2014, Table 6, page 27.

enrichment was potentially weakening.<sup>4</sup> The contributing factors for this decline may include (1) natural oceanic oscillations that have increased benthic predators, thus reducing South San Francisco Bay's clam population and clam grazing and (2) decreases in suspended sediment that have resulted in a less turbid environment and increased light penetration. Beginning in the late 1990s, phytoplankton growth in South San Francisco Bay increased sharply through 2010, then leveled off until 2022. The cause of this increase appears to have been a significant increase in fish, shrimp, and crab predators attributed to a change in natural oceanic oscillations bringing colder waters to San Francisco Bay.

Spring phytoplankton blooms are relatively frequent in San Francisco Bay, and fall blooms are becoming more frequent. The reasons are unknown, but the increases could be the result of a less turbid environment and less clam grazing. While San Francisco Bay experiences strong tidal mixing, there are two periods each year, between March and April and between September and October, during which there is less tidal mixing. Typically, these blooms are short-lived, lasting only 10 to 14 days and ending when tides increase and re-mix the water column.

While phytoplankton growth and biomass accumulation are limited much of the time by a lack of light and clam grazing, these limiting conditions were overcome in July and August 2022, when a large harmful algal bloom caused significant fish mortality. In late July 2022, an algae bloom formed in the deep channel between Alameda and Oakland. In early August, it spread from the Lower Bay to the South Bay, and by mid-to-late August, it had expanded throughout the Lower and South Bays. Researchers reported chlorophyll a values above 100 ug/L, which is about 20 times higher than typical values. There were observations of fish mortality, including sturgeon, leopard sharks, striped bass, and smaller fish throughout the Lower Bay, South Bay, Central Bay, and San Pablo Bay. Researchers recorded unusually low dissolved oxygen concentrations (below 3 mg/L) in large parts of the South Bay and Lower South Bay for several days after observing the fish mortality.

The species associated with this bloom, *Heterosigma akashiwo*, is one of several species that can cause water to take on a reddish-brown color, commonly called a "red tide." *Heterosigma akashiwo* was able to proliferate over such a large area of San Francisco Bay because the physical factors that typically limit algal growth were not present (e.g., turbidity levels were low). Because existing nutrient concentrations in San Francisco Bay are sufficient to support large and sustained algal blooms, it was possible for large areas of San Francisco Bay to experience excessive eutrophication, low dissolved oxygen

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<sup>4</sup> Cloern, J.E., Schraga, T.S., Nejad, E. et al. Nutrient Status of San Francisco Bay and Its Management Implications. *Estuaries and Coasts* 43, 1299–1317 (2020). <https://doi.org/10.1007/s12237-020-00737-w>.



levels, and fish mortality. These conditions were not limited to Lower Bay and South Bay because *Heterosigma akashiwo* was also observed in a significant portion of San Pablo Bay in July and August 2023.

As shown in Table F-5, municipal wastewater treatment plants contribute most of the total inorganic nitrogen discharged to San Francisco Bay. During the July and August 2022 bloom, total inorganic nitrogen levels were sufficient to support excessive algal growth, which adversely affected beneficial uses. As explained above, irregular and extremely high chlorophyll-a values and thousands of dead fish were observed. Therefore, this Order finds reasonable potential for the Dischargers, except those with a dry season discharge prohibition in their individual permits (i.e., Las Gallinas Valley Sanitation District, Napa Sanitation District, City of Petaluma, and Sonoma Valley County Sanitation District), to discharge total inorganic nitrogen at levels that could cause or contribute to an exceedance of the narrative biostimulatory substances objective during the dry season (May through September). This finding is consistent with U.S. EPA's NPDES Permit Writers' Manual (Publication Number: EPA-833-K-10-001, September 2010, section 6.3.1), which indicates that a permit writer may use effluent and receiving water data and modeling techniques, or a non-quantitative approach to evaluate whether there is reasonable potential to exceed a narrative water quality objective. There is no reasonable potential during the wet season because algal blooms during the wet season have been short-lived and have not adversely affected beneficial uses.

#### 4.1.4. Water Quality-Based Effluent Limitations

- 4.1.4.1. **WQBEL Expression.** NPDES regulations at 40 CFR 122.45(d) require that all permit effluent limitations, standards, and prohibitions for continuous discharges from publicly-owned treatment works be expressed as average weekly and average monthly limitations, unless impracticable. Here, it is impracticable to express the total inorganic nitrogen effluent limitations as daily maximums, weekly averages, or monthly averages because developing limitations for the nutrients affecting San Francisco Bay and its tributaries is different from setting limitations for toxic pollutants. The exposure period of concern for nutrients is longer than one month, and the average exposure rather than the maximum exposure is of concern. The statistical procedures for developing effluent limits from the State Water Board's *Policy for Implementation of Toxics Standards for Inland Surface Waters, Enclosed Bay, and Estuaries of California* (State Implementation Policy) would result in impracticable effluent limits for total inorganic nitrogen. If based on the procedures used for aquatic life protection that have water quality objectives based on exposure durations of one hour (acute) or four days (chronic), the maximum and average monthly effluent limits would be less stringent than the seasonal limits necessary to protect beneficial uses. Even if municipal wastewater treatment plants discharged total inorganic nitrogen in

compliance with these monthly effluent limits, it would be possible for these dischargers to exceed the seasonal mass limit that must be met to protect beneficial uses. Such a result would be unacceptable.

The nutrient dynamics of San Francisco Bay and its tributaries are complex and also make expressing the total inorganic nitrogen effluent limitations as daily maximums, weekly averages, or monthly averages impracticable. Unlike many conventional pollutants that have direct and somewhat immediate effects on the aquatic system, nutrients have no known direct effect. Several conditions must be met for nutrients to affect the Bay ecosystem. These conditions delay and buffer the effects nutrients have on receiving waters. San Francisco Bay and its tributaries' biological and physical processes can be viewed as integrating the various nutrient loads from all sources over time. The integration ameliorates daily and monthly load fluctuations, with the Bay responding to overall loads on a seasonal basis, showing little response to the daily and monthly variations among individual sources. SFEI models the effect of nutrient loading to San Francisco Bay. Based on the model results, the Bay and its tributaries have been shown to integrate various point source loads over time. Thus, seasonal loading requirements (specifically requirements for the dry season from May 1 through September 30) will protect the Bay under the critical conditions that led to the July and August 2022 bloom. This is consistent with U.S. EPA's *Memorandum: Annual Permit Limits for Nitrogen and Phosphorus for Permits Designed to Protect Chesapeake Bay and its tidal tributaries from Excess Nutrient Loading under the National Pollutant Discharge Elimination System*, dated March 3, 2004, which found that a similar finding of impracticability pursuant to 40 C.F.R. section 122.45(d) may be appropriate when implementing nutrient criteria in other watersheds if supported with data and modeling that shows it is necessary to control long-term average loadings rather than short-term maximum loadings.

4.1.4.2. **Final Effluent Limitations.** Based on the reasonable potential analysis in Provision 4.1.3, above, this Order establishes effluent limitations for total inorganic nitrogen. Pursuant to 40 C.F.R. section 122.44(d)(1)(vi), where a state has not established a water quality criterion for a specific chemical pollutant that is present in an effluent at a concentration that causes, has the reasonable potential to cause, or contribute to an excursion above a narrative water quality objective, the permitting agency must establish effluent limits using one or more of the following options:

- (A) Establish effluent limits using a calculated numeric water quality criterion for the pollutant which the permitting authority demonstrates will attain and maintain applicable narrative water quality criteria and will fully protect the designated use. Such a criterion may be derived using a proposed State criterion, or an explicit State policy or regulation interpreting its narrative water quality criterion, supplemented with other

relevant information which may include: EPA's Water Quality Standards Handbook, October 1983, risk assessment data, exposure data, information about the pollutant from the Food and Drug Administration, and current EPA criteria documents;

- (B) Establish effluent limits on a case-by-case basis, using U.S. EPA's water quality criteria under CWA section 304(a), supplemented where necessary by other relevant information; or
- (C) Establish effluent limits based on an indicator parameter for the pollutant of concern.

This Order establishes effluent limits for total inorganic nitrogen by using a calculated numeric water quality criterion for dissolved oxygen that will attain and maintain the narrative biostimulatory substances water quality objective and fully protect beneficial uses, as allowed by 40 C.F.R. section 122.44(d)(1)(vi)(A). As explained in the *Memo on Numerical Translation of Narrative Objective*,<sup>5</sup> a dissolved oxygen concentration for San Francisco Bay that is protective of beneficial uses under the acute condition of an algae bloom was calculated using the dissolved oxygen criterion for Suisun Marsh and other supplemental information (e.g., South Bay slough study).

The Nutrient Science Program has developed and continues to improve a coupled physical biogeochemical model, with input and feedback from scientific advisors, that accounts for the fate and transport of nutrient loads to the Bay and how nutrients affect or may affect primary productivity, dissolved oxygen, and harmful algal blooms in the Bay. A recent review<sup>6</sup> by an independent panel of experts in physical and biogeochemical modeling, observations, and use of models to support decisions to manage eutrophication and other anthropogenic effects found that the model represents important transport processes and can reproduce the seasonal and spatial patterns of nutrient concentrations in the Bay.

The panel also found that the physical portion of the model used to predict the spatial patterns of nutrient concentrations is ready for near-term application. This Order's Aggregate Mass Load was calculated based on use of the physical portion of the model. This Order did not use the biogeochemical portion of the model to predict chlorophyll-a and dissolved

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<sup>5</sup> San Francisco Bay Regional Water Board, *Memo on Numerical Translation of Narrative Objective*, February 2024.

<sup>6</sup> *Findings and Recommendations of an Expert Panel Evaluating a Physical-Biogeochemical Model Supporting the San Francisco Bay Nutrient Management Strategy*: February 2023 Workshop

oxygen levels due to its limitations that will be resolved with ongoing and planned model improvements.

The Nutrient Science Program scientists at SFEI evaluated different total inorganic nitrogen load reduction scenarios using the physical portion of the model to determine the loads that San Francisco Bay can assimilate without having an excessive algal bloom that would result in unprotective dissolved oxygen levels.

Studies undertaken for Suisun Marsh and South Bay sloughs were used to establish a dissolved oxygen criterion that would protect beneficial uses under the acute conditions of a large algal bloom. The Suisun Marsh study evaluated the four species most sensitive to low dissolved oxygen concentrations to calculate an acute threshold. These species, from most tolerant to least tolerant, were striped bass, Mississippi silversides, American shad, and sturgeon. The resulting dissolved oxygen criterion was a minimum concentration of 3.8 mg/L. The South Bay slough study also evaluated the four species most sensitive to low dissolved oxygen concentrations to calculate an acute threshold. These species, from most tolerant to least tolerant, were sturgeon, killifish/topminnow, molly, and herring. The resulting dissolved oxygen criterion was a minimum concentration of 3.7 mg/L.

The species used for these calculations are generally representative of the most oxygen-sensitive species living in San Francisco Bay. Therefore, a protective dissolved oxygen concentration for San Francisco Bay would likely be close to 3.8 or 3.7 mg/L. To provide a margin of safety when applying the dissolved oxygen criteria for Suisun Marsh and the South Bay sloughs to all of San Francisco Bay, a dissolved oxygen concentration of 4.0 mg/L was selected to evaluate the model results for each subembayment.

U.S. EPA recognizes that beneficial uses can be supported even if water quality objectives are not achieved 100 percent of the time. U.S. EPA guidance provides an allowable exceedance threshold of 10 percent for conventional pollutants, like dissolved oxygen.<sup>7</sup> Like many states, California uses this guidance.<sup>8</sup> For example, the California Listing Policy<sup>9</sup>, consistent

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<sup>7</sup> Consolidated assessment and listing methodology toward a compendium of best practices. First edition. Washington, D.C.: Office of Wetlands, Oceans, and Watersheds, U.S. Environmental Protection Agency. 2002.

<sup>8</sup> Functional Equivalent Document: Water Quality Control Policy for Developing California's Clean Water Act Section 303(d) List. September 2004.

<sup>9</sup> The State Water Board adopted the Water Quality Control Policy for Developing California's Clean Water Act Section 303(d) List (Listing Policy). The Listing Policy describes the process by which the State Water Board and the nine Regional Water Quality Control Boards comply with the listing requirements of Clean Water Action section 303(d) and establishes a standard process to develop the

with U.S. EPA guidance, allows for an exceedance frequency of up to 10 percent for conventional pollutants like dissolved oxygen to determine whether water quality standards are met. Accordingly, for purposes of this Order, the narrative biostimulatory substances water quality objective would be met if modeling results show that no more than 10 percent of the surface area in each subembayment has dissolved oxygen levels below 4.0 mg/L.

SFEI modeled different load reduction scenarios under the critical conditions of the July and August 2022 bloom and made worst-case assumptions for phytoplankton growth and decay. SFEI assumed that all available nitrogen would be converted to phytoplankton, and that all the phytoplankton produced would be digested by bacteria, a process that consumes oxygen. The “worst case” assumptions are appropriate because they represent what occurred during the July and August 2022 bloom. To determine nitrogen levels that are protective of beneficial uses, this Order only considers acute impacts because the effect of a large algae bloom on dissolved oxygen levels in San Francisco Bay, such as the July and August 2022 bloom, will occur over a period of a few days.

The results indicate that a baywide seasonal reduction in the total inorganic nitrogen loads from municipal wastewater treatment plants would need to be 40 percent below the loads that occurred during the 2022 bloom, or about 50 percent below the 2019 baseline conditions established in the previous order. According to the modeling, these lower total inorganic nitrogen loads would be sufficient to ensure that dissolved oxygen concentrations would fall below 4.0 mg/L in no more than 10 percent of any individual subembayment under the critical conditions of the 2022 bloom, a level protective of beneficial uses under the acute condition of a large algae bloom. This reduction corresponds to a total aggregate average total inorganic nitrogen mass load of 26,700 kg/day (the total aggregate WQBEL in the Order).

This Order uses an aggregate approach to regulating total inorganic nitrogen because, once nitrogen loads are introduced into San Francisco Bay, mixing forces distribute and circulate nitrogen over a large area. The nitrogen concentrations in various portions of San Francisco Bay include loads from other dischargers and the combined contributions from the various dischargers determine the nitrogen levels that could potentially fuel algae blooms.

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list. To make decisions regarding standards attainment, the Listing Policy provides guidance for interpreting data and information as they are compared to beneficial uses, existing numeric and narrative water quality objectives, and antidegradation considerations.

The Regional Water Board calculated the final WQBELs for individual Dischargers based on meeting the total aggregate average load of 26,700 kg/day as follows. For the three minor Dischargers listed in Table 1 (i.e., design flow less than 1.0 MGD), the final individual WQBELs are based on 2022 loads (for Marin County [Tiburon] Sanitary District No. 5) and the maximum loading, accounting for variability, from the previous 10 years for the two smallest facilities (Crockett Community Services District and Marin County [Paradise Cove] Sanitary District No. 5). This is appropriate because previous orders did not require minor facilities to evaluate treatment upgrade options and they only contribute about 0.1 percent of the total aggregate average load to San Francisco Bay. For the remaining Dischargers, the individual WQBELs are based on the concentration that, when the various flows are considered, results in loads summing to the total aggregate average load of 26,700 kg/day, assuming 2022 dry season flows. This concentration is 20.5 mg/L total inorganic nitrogen. The resulting individual WQBELs are listed in Table 4 of the Order.

Compliance with these dry season (May 1 through September 30) WQBELs will be assessed based on dry season data because algal blooms large enough to significantly consume total inorganic nitrogen and depress oxygen concentrations have not been shown to occur in San Francisco Bay during the wet season.

Because the individual WQBELs are based on the total aggregate WQBEL, compliance with the WQBELs will be based first on the total aggregate WQBEL. Compliance with the aggregate WQBEL will be attained if the sum of all the individual Dischargers' total inorganic mass loads does not exceed the aggregate WQBEL. If the sum of the individual total inorganic nitrogen mass loads is greater than the aggregate WQBEL, only the Dischargers whose total inorganic nitrogen mass loads exceed their individual WQBELs will be in violation of the WQBELs.

Provision 6.3.2 of this Order requires the Dischargers to continue supporting receiving water monitoring and modeling to better understand how San Francisco Bay assimilates nutrients. Advances in modeling and data collected over the next five years will inform the Regional Water Board on the need to reassess and refine the final WQBELs and whether subembayments should be treated differently. For the permit reissuance scheduled for 2029, the Regional Water Board will consider advances in the science related to nutrients loading and beneficial use protection and available new information (e.g., observational data and improved load response modeling) to reassess and refine the final WQBELs developed for this Order to ensure that they are appropriate to protect San Francisco Bay beneficial uses.

## 4.2. Compliance Schedules and Interim Effluent Limitations

### 4.2.1. Compliance Schedules

State Water Resources Control Board (State Water Board) Resolution 2008-0025, *Policy for Compliance Schedules in National Pollutant Discharge Elimination System Permits* (Compliance Schedule Policy), authorizes the Water Board to include a compliance schedule in a permit for an existing discharger “to implement a new, revised, or newly interpreted water quality objective or criterion in a water quality standard that results in a permit limitation more stringent than the limitation previously imposed where the Water Board determines that the discharger has complied with the application requirements . . . [of the] Policy and has demonstrated that the discharger needs additional time to implement actions to comply with the limitation.”<sup>10</sup> These actions may include designing and constructing facilities or implementing new or significantly expanded programs and securing financing, if necessary. This Order applies to existing dischargers and newly interprets the Basin Plan’s narrative biostimulatory substances water quality objective to establish numeric total inorganic nitrogen WQBELs that are more stringent than the previous permit, which contained no numeric effluent limitations for total inorganic nitrogen. The Dischargers have demonstrated, and the Water Board agrees that this will require the Dischargers to design, finance, and construct facilities, as well as implement new or significantly expanded programs (e.g., water recycling) to comply with these effluent limitations. The new interpretation of the biostimulatory substances water quality objective is explained in the *Memo on Numerical Translation of Narrative Objective*. The more stringent effluent limitations will require a 40 percent reduction in the total inorganic nitrogen loads discharged to San Francisco Bay and its tributaries compared to 2022 levels. Therefore, it is infeasible for Dischargers to meet these limitations immediately. Except for minor facilities (explained below), significant treatment upgrades will be needed to reduce nutrient discharges. Thus, this Order establishes compliance schedules as authorized by the Compliance Schedule Policy.

Compliance schedules under the Compliance Schedule Policy must require compliance as soon as possible and may not exceed ten years. The Water Board is thus prohibited from granting a compliance schedule in a permit that is

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<sup>10</sup> The Compliance Schedule Policy defines “newly interpreted water quality objective or criterion in a water quality standard” as “a narrative water quality objective or criterion that, when interpreted during NPDES permit development (using appropriate scientific information and consistent with state and federal law) to determine the permit limitations necessary to implement the objective, results in a numeric permit limitation more stringent than the limit in the prior NPDES permit issued to the discharger.” Resolution 2008-0025, section 1.e. “Permit limitation” is further defined as a “water quality-based effluent limitation (WQBEL). *Id.*, section 1.f.

longer than ten years. In this case, ten-year schedules are needed to develop the most effective strategy (e.g., water recycling, nature-based solutions, treatment upgrades) to comply with the total inorganic nitrogen WQBELs. As explained below through representative examples, a compliance schedule of 10 years is necessary for all dischargers.

All Dischargers except the three minor Dischargers discussed below (i.e., those with total inorganic nitrogen WQBELs based on an effluent concentration of 20.5 mg/L) must implement significant treatment plant upgrades and the projects needed to comply will involve planning, design, and construction. The planning and design phases typically include many steps such as evaluating options to improve treatment; developing preliminary designs, 10 percent designs, 50 percent designs, 90 percent designs, and final designs; and completing contract documents so the projects can be publicly bid and awarded to contractors. The Dischargers must also obtain permits from multiple agencies, which can take several months or longer. The construction phase generally takes several years. Additional time will also be needed for treatment unit startup, optimization, and troubleshooting.

Some Dischargers have begun the planning phase, and their proposed projects will take an anticipated 10 years. For example, Delta Diablo is planning to reduce its effluent nitrogen concentration to around 15 to 20 mg/L. This project will undergo two phases, where the first phase addresses current infrastructure upgrades needed at the facility, and the second phase increases aeration capacity to remove nitrogen. According to its preliminary schedule for phase one, it needs six months for planning, 18 months for design and bidding, four years for construction, and one year for startup. During the construction for phase one, phase two planning will take six months, 18 months for design, four years for construction, one year for startup, and one year for optimization. The total timeline for these projects is just over ten years.

The three minor Dischargers also need 10 years to comply. This is because these facilities will need to develop, plan, and implement actions to improve the performance of their facilities to accommodate population growth in their service areas and meet their final effluent limitations. In addition, they may need to consider trading options with larger facilities implementing more significant treatment plant upgrades. Trading with larger facilities may result in a more cost-effective regionwide strategy to ensure beneficial uses are protected. A trading program does not yet exist and will take time to develop, especially considering that no trading program has been developed in this Region or approved by the Water Board. As described in Provision 6.3.4, the trading program must be consistent with U.S. EPA guidance. The Regional Water Board intends to consider a formal trading program with the next permit reissuance. Since the final aggregate load WQBEL becomes effective in



10 years, a compliance schedule that aligns with this aggregate load WQBEL is necessary for minor dischargers to reap the potential benefits of trading.

Based on the above information, this Order grants until October 1, 2034, for Dischargers to begin complying with the final effluent limits. This represents a time schedule of 10 years, which is the maximum allowed by the Compliance Schedule Policy.

The Dischargers submitted the following documentation to qualify for compliance schedules:

- **Descriptions of diligent efforts the Dischargers have made to quantify pollutant levels in the discharge, sources of the pollutant in the waste stream, and the results of those efforts.** The Dischargers provided total inorganic nitrogen monitoring data for the previous order term. The primary source of total inorganic nitrogen in the discharges is human waste.
- **Descriptions of source control and/or pollutant minimization efforts currently underway or completed.** The Dischargers implement pollution prevention programs in accordance with their individual permits, and those with influent flows above five million gallons per day implement pretreatment programs that regulate industrial discharges. The primary source of total inorganic nitrogen in municipal wastewater is human waste; therefore, Dischargers do not have a practical way of controlling influent levels.
- **Proposed schedules for additional or future source control measures, pollutant minimization, or waste treatment.** Because the primary source of total inorganic nitrogen in municipal wastewater is human waste, additional source control and pollution minimization is infeasible. Provisions 6.3.3 and 6.3.4 of the Order require the Dischargers to submit strategies to comply with the final effluent limitations in Table 4 of the Order, including specific projects to reduce total inorganic nitrogen loads discharged to San Francisco Bay.
- **Data demonstrating current treatment facility performance to compare against limitations.** The Dischargers provided total inorganic nitrogen monitoring data. These data were used to determine that Dischargers would be unable to meet the final effluent limitations immediately. They were also used to establish the performance-based interim effluent limitations in Table 3 of the Order as described in Fact Sheet section 4.2.2 below.
- **Highest discharge quality that can reasonably be achieved until final compliance is attained.** Compliance with the interim effluent limitations will ensure that each Discharger maintains its discharge at the highest levels that can reasonably be achieved until compliance with the final effluent

limitations are attained. The Regional Water Board will reconsider the interim effluent limitations during the permit reissuance scheduled for 2029.

- **Demonstration that proposed schedules are as short as practicable.**  
The Dischargers provided planned construction schedules for treatment plant upgrades that are being undertaken to reduce total inorganic nitrogen discharges. As explained above, a ten-year compliance schedule is as short as practicable because of the time needed to plan, design, fund, permit, construct, and optimize treatment plant upgrades regionwide.

Provision 6.3.3 of the Order includes interim requirements and dates for their achievement. The interim dates are no more than one year apart. The Order requires the Dischargers to notify the Regional Water Board, in writing, no later than 14 days following each interim date, of their compliance or noncompliance with the interim requirements due on that date. Because the compliance schedules exceed one year, the Order establishes interim numeric limitations as described below.

The benefit of the compliance schedule provided in this Order is that Dischargers do not have to immediately comply with the final WQBELs while they undertake the considerable and costly actions necessary to ultimately achieve compliance by the end of the compliance schedule in ten years. For the term of this permit, this Order requires compliance with existing performance-based interim effluent limitations and other actions to put Dischargers on a path toward compliance.

#### 4.2.2. Interim Effluent Limitations

Because the compliance schedules extend beyond one year, the Compliance Schedule Policy requires that this Order include interim effluent limitations based on current treatment performance or existing permit limitations, whichever are more stringent. The interim effluent limitations in this Order are designed to cap total inorganic nitrogen loads at existing treatment levels. A period from 2013 through 2022 was chosen to represent current treatment capabilities, to account for variability, and to provide sufficient data for statistical analysis. Total inorganic nitrogen loads were calculated using data from days when both total ammonia and nitrate-nitrite were sampled. The sum is the total inorganic nitrogen discharged for a given day. To calculate the interim effluent limitation for each Discharger, the 95<sup>th</sup> percentile of each Discharger's total inorganic nitrogen loads from May 1 through September 30 of 2013 through 2022 were used, assuming a lognormal distribution. The resulting interim effluent limitations are listed in Table 3 of the Order. Compliance with the interim limits is based on a five-month average of daily total inorganic nitrogen loads from May through September of each year.

### 4.3. Discharge Requirement Considerations

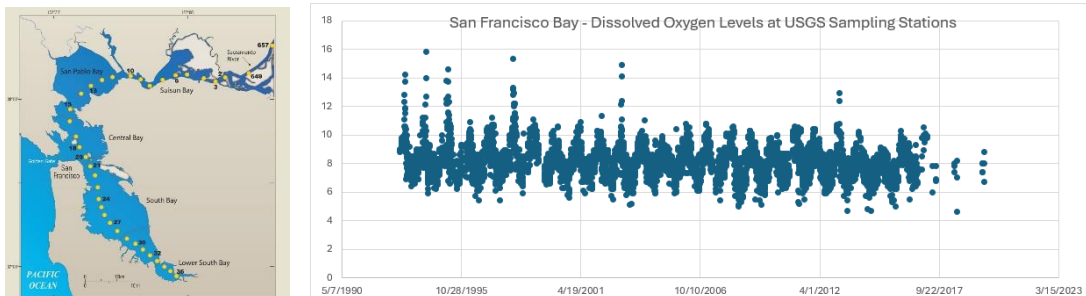
- 4.3.1. **Anti-Backsliding.** This Order complies with the anti-backsliding provisions of CWA sections 402(o) and 303(d)(4), and 40 C.F.R. section 122.44(l), which generally require effluent limitations in a reissued permit to be as stringent as those in the previous order. The effluent limitations in this Order are new and are more stringent than those in the previous order.
- 4.3.2. **Antidegradation.** This Order complies with the antidegradation provisions of 40 C.F.R. section 131.12 (federal policy) and State Water Board Resolution 68-16 (state policy). Permitted discharges must be consistent with these policies. This Order does not decrease the quality nor increase the quantity of the Dischargers' nutrient discharges to San Francisco Bay and its tributaries.

This Order complies with the antidegradation requirements of 40 C.F.R. section 131.12 and State Water Board Resolution 68-16. As explained below, this Order will not degrade San Francisco Bay water quality with respect to biostimulatory substances. Instead, this Order will restore water quality to the typically high levels observed for many years and protect existing beneficial uses. For purposes of the antidegradation policies, the water quality this Order authorizes is compared with the best water quality that has existed since 1968 (state policy) or 1975 (federal policy) unless some degradation has been authorized. No degradation for biostimulatory substances has been authorized since 1968 or 1975; therefore, the baseline for comparison is the best water quality since then.

Prior to passage of the Clean Water Act in 1972, San Francisco Bay water quality was often poor. Pollutant discharges from many sources, including sewage systems, contributed to eutrophication, foul smells, and low dissolved oxygen. Water quality related to biostimulatory substances greatly improved during the 1970s and 1980s as secondary treatment was installed to remove biochemical oxygen demand from municipal wastewater.<sup>11</sup> These improvements have been consistently maintained since then. For example, dissolved oxygen concentrations have remained relatively constant and protective of beneficial uses, as demonstrated by U.S. Geological Survey data collected along the "spine" of the bay shown in the figure below on the right. The figure on the left below shows the numbered station locations where the data are collected during every cruise. Since 1993, the USGS has conducted monthly cruises along the entire Bay-Delta system as part of the Regional Monitoring Program for Water Quality in San Francisco Bay

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<sup>11</sup> SFEI, 2007. The Pulse of the Estuary: Monitoring and Managing Water Quality in the San Francisco Estuary. SFEI Contribution No. 532.



Dissolved oxygen is a good proxy for the effects of biostimulatory substances on beneficial uses. When biostimulatory substances (i.e., nutrients) feed an algal bloom, the subsequent consumption of dissolved oxygen leads to low dissolved oxygen levels that can harm beneficial uses. Although dissolved oxygen levels throughout the bay have remained consistently high, occasional algal blooms have periodically occurred, including some toxic algal blooms. However, these algal blooms rarely lasted long enough or spread far enough to cause nuisance or adversely affect beneficial uses throughout San Francisco Bay. While sufficient nutrients have been present in San Francisco Bay to support large algal blooms, the risk of significant algal blooms and their adverse effects to beneficial uses has been minimized by the many other factors that together diminish the potential for algal blooms. These factors include turbidity, light penetration, clam foraging, temperature, and wave and tidal action that disrupt algal growth near the water surface.

Recently, however, as demonstrated by the large algal bloom in 2022 that led to massive fish kills (and the significant but less harmful bloom in 2023), the probability that a significant algal bloom is triggered appears to have increased during the dry season. Nutrients loading has not significantly changed recently, but it appears the other factors that affect the bay's resiliency against significant algal blooms have. The increase in probability, coupled with sufficient nutrient loading to support potentially large blooms, means that the risk posed by algal blooms has also increased. This Order requires nutrient reductions to reduce this risk to a level comparable to the past (as described above). Because the factors that affect the probability of algal blooms are uncontrollable, this Order seeks to reduce the risk, not by reducing the probability of algal blooms, but by reducing their consequences. For example, since nutrients contribute to the magnitude of an algal bloom by fueling algal growth, reducing nutrients will limit the effects of a bloom event. Reduced nutrient loads are expected to offset the increased probability of large algal blooms.

Since this Order will not lower existing water quality, no further antidegradation analysis and no findings authorizing degradation are required.

- 4.3.3 **Stringency of Requirements.** This Order contains effluent limitations for total inorganic nitrogen that are no more stringent than required to implement CWA requirements. The total inorganic nitrogen effluent limitations are necessary to

meet the Basin Plan’s biostimulatory substances water quality objective. That objective has been approved pursuant to federal law and is an applicable federal water quality standard because U.S. EPA approved the objective prior to May 30, 2000. Beneficial uses and water quality objectives submitted to U.S. EPA prior to May 30, 2000, but not approved by U.S. EPA before that date, are “applicable water quality standards for purposes of the CWA” pursuant to 40 C.F.R. section 131.21(c)(1).

## **5. RATIONALE FOR RECEIVING WATER LIMITATIONS**

This Order retains receiving water limitations that apply to biostimulatory substances as set forth in the individual NPDES permits listed in Attachment B. These limitations are based on the Basin Plan’s water quality objective for biostimulatory substances (Basin Plan section 3.3.3). The receiving water limitation for dissolved oxygen of 5.0 mg/L in individual permits is intended to ensure that direct and immediate effects of discharges do not adversely affect beneficial uses. The use of a lower dissolved oxygen threshold of 4.0 mg/L is to ensure that the biostimulatory substances objective is met during a large algal bloom. This ensures that long-term nutrient loadings that San Francisco Bay integrates over time through biological and physical processes will not result in algal blooms that are unprotective of beneficial uses.

## **6. RATIONALE FOR PROVISIONS**

### **6.1. Standard Provisions**

Attachment D of each individual NPDES permit contains standard provisions that apply to all NPDES permits in accordance with 40 C.F.R. section 122.41 and additional conditions applicable to specific categories of permits in accordance with 40 C.F.R. section 122.42. The Discharger must comply with these provisions. The conditions set forth in 40 C.F.R. sections 122.41(a)(1) and (b) through (n) apply to all state-issued NPDES permits and must be incorporated into permits either expressly or by reference.

In accordance with 40 C.F.R. section 123.25(a)(12), states may omit or modify conditions to impose more stringent requirements. Attachment G of each individual NPDES permit contains sampling and reporting requirements and additional standard provisions that supplement the federal standard provisions in Attachment D.

Attachment D of each individual NPDES permit omits the federal conditions that address enforcement authority specified in 40 C.F.R. sections 122.41(j)(5) and (k)(2) because the State’s enforcement authority under the Water Code is more stringent. In lieu of these conditions, the individual NPDES permits incorporate Water Code section 13387(e) by reference.

## 6.2. Monitoring and Reporting Provisions

CWA section 308 and 40 C.F.R. sections 122.41(h), 122.41(j)-(l), 122.44(i), and 122.48 require that NPDES permits specify monitoring and reporting requirements. Water Code section 13383 also authorizes the Regional Water Board to establish monitoring, inspection, entry, reporting, and recordkeeping requirements. The MRP establishes monitoring, reporting, and recordkeeping requirements that implement federal and State requirements. For more information, see Fact Sheet section 7. Consistent with the previous order, this Order requires influent monitoring for Dischargers with a design flow greater than or equal to 10 MGD for total ammonia, total Kjeldahl nitrogen, nitrate-nitrite, and total phosphorus; and effluent monitoring for all Dischargers for total ammonia, nitrate-nitrite, and total phosphorus. This Order requires influent monitoring for total Kjeldahl nitrogen (organic nitrogen plus ammonia) because untreated wastewater often contains high levels of organic nitrogen. It does not require effluent monitoring for total Kjeldahl nitrogen because treated wastewater contains very little organic nitrogen (about five percent of total nitrogen), and the remaining organic nitrogen in treated wastewater isn't as bioavailable.

## 6.3. Special Provisions

### 6.3.1. Reopener Provisions

These provisions are based on 40 C.F.R. sections 122.44(d)(1)(vi)(C), 122.62, and 122.63, and allow modification of this Order and its effluent limitations as necessary in response to updated water quality objectives, regulations, or other new and relevant information that may become available in the future, and other circumstances as allowed by law.

### 6.3.2. Monitoring, Modeling, and Subembayment Studies

This Order requires the Dischargers to conduct, by themselves or in collaboration with others, studies to address the potential impacts of nutrients on San Francisco Bay beneficial uses. These studies must be supported by receiving water monitoring and modeling efforts of San Francisco Bay as a whole to understand how the entire Bay assimilates nutrients and more specific studies to better understand how subembayments respond. There are efficiencies from collaborating on large-scale studies and studies led by individual dischargers when done in collaboration with the Nutrient Management Strategy Steering Committee. BACWA has identified \$2.2 million per year for five years for collective efforts, and the Regional Water Board finds this amount to be an appropriate level of funding to support further receiving water monitoring and science plan development and implementation as described in this provision. BACWA has identified that at least \$200,000 from its yearly support should be directed toward project management. To communicate findings from the science program, one of the project management deliverables will be to develop an annual report that summarizes the findings from the

monitoring, modelling, and studies and a breakdown of how the funds were spent that year. If the Dischargers and BACWA are successful in securing additional resources, such as from grants or other agencies, for nutrient monitoring or studies identified in the science plan, the additional funding will not count toward the Dischargers' level of effort under this provision.

These studies and analyses are necessary to continue to understand San Francisco Bay's interaction with nutrients and how these interactions can lead to harmful algal blooms. Support for receiving water monitoring will provide necessary data to further model San Francisco Bay nutrient loads, determine San Francisco Bay's response to nutrient loads, and inform the development and implementation of strategies to manage these nutrient loads. While total inorganic nitrogen has been identified as the limiting nutrient in San Francisco Bay, studies also need to track phosphorus levels and evaluate if phosphorus could seasonally limit algal growth in certain portions of San Francisco Bay.

These studies will be developed by the Nutrient Management Strategy Steering Committee and stakeholders, including the Dischargers, U.S. EPA, and San Francisco Baykeeper. This collaborative process will ensure that the Nutrient Science Plan is updated to ensure science-based decision making.

CWA section 1318(a) and Water Code section 13383 authorize this provision. CWA section 1318(a) authorizes the collection of information necessary to carry out the CWA's objectives, including but not limited to developing or assisting in the development of any effluent limitation, other limitation, prohibition, effluent standard, pretreatment standard, or standard of performance. Water Code section 13383 authorizes the Regional Water Board to establish monitoring, reporting, and recordkeeping requirements for NPDES dischargers. It also authorizes the Regional Water Board to require NPDES dischargers to provide other information as may be reasonably required.

### 6.3.3. **Compliance Schedule and Reporting**

The requirement to submit reports on measures each Discharger will implement to ensure compliance with the final WQBELs for total inorganic nitrogen is based on the Compliance Schedule Policy.

### 6.3.4. **Regional Planning to Reduce Total Inorganic Nitrogen Loads**

This Order requires major Dischargers to, by themselves or in collaboration with others, provide information on plans to meet the final effluent limitations in Table 4 of the Order, and evaluate the potential for nature-based systems (e.g., wetlands) and water recycling to further reduce nutrient loads to San Francisco Bay. This is necessary to encourage regional coordination so compliance with the final effluent limitations will occur as soon as possible as required by the Compliance Schedule Policy. This provision is also necessary to plan for multi-benefit options to achieve 50 and 60 percent load reductions from 2022 (60 and

68 percent from the 2019 baseline) if the next permit reissuance scheduled for 2029 finds them necessary.

As part of their regional coordination strategy, Dischargers may propose a formal nutrient trading or offset program to achieve final effluent limits for total inorganic nitrogen. If a discharger seeks to achieve compliance with final effluent limits by purchasing credits from another discharger, the Regional Planning report may propose a framework for nutrient trading to facilitate compliance with the final individual and aggregate effluent limits established in Table 4. While this Order establishes a baywide aggregate mass limit, the Dischargers may propose a baywide and subembayment trading program. As described in Fact Sheet section 6.3.2, there will be advances in our scientific understanding of how San Francisco Bay assimilates nutrient loads over this permit term.

CWA section 1318(a) and Water Code section 13383 authorize this provision. CWA section 1318(a) authorizes the collection of information necessary to carry out the CWA's objectives, including but not limited to developing or assisting in the development of any effluent limitation, other limitation, prohibition, effluent standard, pretreatment standard, or standard of performance. Water Code section 13383 authorizes the Regional Water Board to establish monitoring, reporting, and recordkeeping requirements for NPDES dischargers. It also authorizes the Regional Water Board to require NPDES dischargers to provide other information as may be reasonably required.

#### 6.3.5. **Multi-Benefit Solutions for Load Reductions**

Multi-benefit projects will take longer to complete than conventional projects due to additional challenges associated with interagency agreements, multi-agency permitting, and land acquisition. This provision requires Dischargers that identify long-term multi-benefit solutions (i.e., water recycling or nature-based solutions) that cannot be completed by the compliance date (October 1, 2034) for the final effluent limitations to identify such projects and their intent to pursue them. The Regional Water Board encourages Dischargers to pursue these long-term strategies when feasible because they are likely to result in a greater benefit to the community and the environment relative to treatment plant improvements alone. The Regional Water Board will consider available regulatory mechanisms to provide Dischargers that identify multi-benefit projects likely to result in total inorganic nitrogen loads at or below the final WQBELs more time to comply. Available regulatory mechanisms may include, for example, amending the Basin Plan to include a water quality attainment strategy for biostimulatory substances; finding that a new compliance schedule under the Compliance Schedule Policy is justified based on new, revised, or newly interpreted water quality objectives; or imposing a time schedule under a time schedule order or cease and desist order.



Examples of multi-benefit solutions include three projects the Central Contra Costa Sanitary District has identified: (1) the Refinery Recycled Water Exchange Project would replace potable water used at two Martinez refineries (PBF and Marathon), (2) the Potable Reuse Project would supplement water supplies for the East Bay Municipal Utility District, and (3) the Raw Wastewater Diversion with Dublin San Ramon Services District would produce recycled water to meet irrigation demand. These projects would provide multiple benefits and could significantly reduce Central Contra Costa Sanitary District's total inorganic nitrogen loads to San Francisco Bay. However, all three projects would require agreements among multiple agencies and will likely take longer than 10 years to implement. To move them forward, Central Contra Costa Sanitary District has identified milestones that it can report on annually over the next five years to determine each project's feasibility and, if feasible, an implementation schedule.

Another example of a multi-benefit solution is the Pure Water Peninsula project. This collaborative is made up of Silicon Valley Clean Water, the San Francisco Public Utilities Commission, the City of San Mateo, the Bay Area Water Supply and Conservation Agency, California Water Service, and the City of Redwood City, who together are developing a regional potable reuse project. The Pure Water Peninsula project would provide purified water to resolve multiple water supply and wastewater issues, while realizing the benefits of shared infrastructure, asset recovery, economies of scale, and a relatively competitive funding strategy. Source water for this potable reuse project would be recycled water from Silicon Valley Clean Water and the City of San Mateo, diverting 8.0 MGD from each facility. The current schedule projects a starting date for water delivery of 2039. The long timeline is associated with the number of agreements that need to be developed among the project partners, the need to complete CEQA and permitting efforts, and the time necessary to implement multiple construction packages. Silicon Valley Clean Water will report on the project milestones as the Pure Water Peninsula project progresses.

Water Code section 13383 authorizes the Regional Water Board to establish monitoring, reporting, and recordkeeping requirements for NPDES dischargers. It also authorizes the Regional Water Board to require NPDES dischargers to provide other information as may be reasonably required.

#### 6.3.6. **Recognition of Early Actors**

The previous order encouraged Dischargers to make early investments in nutrient reductions in the absence of nutrient load limitations. Fact Sheet section II.E of the previous order identified several Dischargers that planned to take early actions to reduce total inorganic nitrogen loads to San Francisco Bay. Once complete, these projects were expected to result in effluent total inorganic nitrogen concentrations below 20 mg/L. Because of these investments, nutrient

loads from these Dischargers to San Francisco Bay will be realized well before those of other Dischargers that have yet to undertake such investments.

This provision requires Dischargers that have already completed or begun construction or implementation of their projects by the effective date of this Order and that seek to be recognized as early actors to provide updates with each Annual Nutrients Report required by MRP section 5.2.2. Because early actions to reduce total inorganic nitrogen loads to San Francisco Bay will make excessive algae blooms less likely sooner, the Regional Water Board will consider available regulatory mechanisms to provide any such Dischargers that are unable to comply with final WQBELs upon completion of their projects more time to comply.

### 6.3.7. **Report of Waste Discharge**

40 C.F.R section 122.21 requires publicly owned treatment works with a currently effective permit to submit a new application (report of waste discharge) at least 180 days before the expiration of the existing permit. Under 40 C.F.R. section 122.6 and title 23, California Code of Regulations, section 2335.4, if a discharger submits a timely and complete report of waste discharge for permit reissuance and the Regional Water Board does not reissue the permit before the expiration date, the expired permit continues in force and effect until the effective date of the reissued permit.

## 7. **RATIONALE FOR MONITORING AND REPORTING REQUIREMENTS**

The following provides the rationale for the monitoring and reporting requirements in the MRP.

### 7.1. **Monitoring Requirements Rationale**

7.1.1. **Influent Monitoring.** Influent monitoring is necessary to understand nutrient speciation entering treatment plants, optimize nutrient removal efficiencies, inform treatment plant upgrade designs, and evaluate trends.

7.1.2. **Effluent Monitoring.** Effluent monitoring is necessary to understand Facility operations, evaluate compliance with this Order's effluent limitations, and determine trends as treatment plant improvements are made over this permit term.

## 8. **PUBLIC PARTICIPATION**

The Regional Water Board considered the issuance of WDRs that will serve as an NPDES permit for point source discharges of nutrients from the Dischargers' facilities. As a step in the WDR adoption process, Regional Water Board staff developed tentative WDRs and encouraged public participation in the WDR adoption process.

**8.1. Notification of Interested Parties.** The Regional Water Board notified the Dischargers and interested agencies and persons of its intent to prescribe WDRs for the discharge and provided an opportunity to submit written comments and recommendations. The public had access to the agenda and any changes in dates and locations through the [Regional Water Board's website](https://waterboards.ca.gov/sanfranciscobay) ([waterboards.ca.gov/sanfranciscobay](https://waterboards.ca.gov/sanfranciscobay)).

Consistent with Water Code section 189.7, the Regional Water Board notified potentially affected disadvantaged communities and tribal communities of this Order and provided them with an opportunity to engage prior to the public comment period. As part of the outreach effort, the Regional Water Board held a workshop to engage with interested disadvantaged communities and tribal communities on March 5, 2024. The Regional Water Board also notified disadvantaged communities and tribal communities of the opportunity to submit written comments during the public comment period.

**8.2. Environmental Justice.** Water Code section 13149.2 requires the Regional Water Board to make a concise programmatic finding on potential environmental justice, tribal impact, and racial equity considerations for reissued regional WDRs. The Regional Water Board has considered readily available information concerning anticipated water quality impacts in disadvantaged communities and tribal communities that may result from the changes to the permit requirements in this Order. The Regional Water Board has also considered the environmental justice concerns within its authority raised regarding those impacts.

The Discharges authorized by this Order will occur across the San Francisco Bay region. There are disadvantaged communities<sup>12</sup> and tribal communities<sup>13</sup> in the region. This Order imposes numeric effluent limitations for total inorganic nitrogen to reduce 2022 dry-season nitrogen loads to San Francisco Bay by 40 percent and provides a 10-year compliance schedule for Dischargers to meet final effluent limits. The reduction in nitrogen loads will reduce the risk of large algal blooms and protect the beneficial uses of waters across the San Francisco Bay region. These changes to permit requirements will improve water quality in disadvantaged communities and tribal communities and the region overall.

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<sup>12</sup> Water Code section 13149.2, subdivision (f)(1), defines “disadvantaged community” as “a community in which the median household income is less than 80 percent of the statewide annual median household income level.” The statewide annual median household income in the U.S. Census Bureau 2020 Census was \$78,672.6. Based on this data, a community with a household income less than \$62,938 is a “disadvantaged community” as used in section 13149.2.

<sup>13</sup> Water Code section 13149.2, subdivision (f)(3), defines “tribal community” as “a community within a federally recognized California Native American tribe or nonfederally recognized Native American tribe on the contact list maintained by the Native American Heritage Commission for the purposes of Chapter 905 of the Statutes of 2004.”

Dischargers raised concerns about the impact compliance costs will have on disadvantaged communities. Although the cost concerns are beyond the scope of Water Code section 13149.2, the Regional Water Board has considered these concerns. (See finding 2.2 of the Order)

- 8.3. Written Comments.** Interested persons were invited to submit written comments concerning the tentative WDRs as explained through the notification process. Comments were to be submitted either in person, by e-mail, or by mail to the Executive Office at the Regional Water Board at 1515 Clay Street, Suite 1400, Oakland, California 94612, to the attention of Robert Schlipf.

Written comments were due at the Regional Water Board office by 5:00 p.m. on May 6, 2024.

- 8.4. Public Hearing.** The Regional Water Board held a public hearing on the tentative Order during its meeting at the following date and time:

Date: June 12, 2024  
Time: 9:00 a.m.

Contact: Robert Schlipf, (510) 622-2478, [robert.schlipf@waterboards.ca.gov](mailto:robert.schlipf@waterboards.ca.gov).

Interested persons were provided notice of the hearing and information on how to participate. At the public hearing, the Regional Water Board heard testimony pertinent to the discharge and Order.

Dates and venues can change. The [Regional Water Board's website](https://www.waterboards.ca.gov/sanfranciscobay) is ([waterboards.ca.gov/sanfranciscobay](https://www.waterboards.ca.gov/sanfranciscobay)), where one can access the current agenda for changes.

- 8.5. Reconsideration of Waste Discharge Requirements.** Any person aggrieved by this Regional Water Board action may petition the State Water Board to review the action in accordance with Water Code section 13320 and California Code of Regulations, title 23, sections 2050. The State Water Board must receive the petition at the following address within 30 calendar days of the date of Regional Water Board action:

State Water Resources Control Board  
Office of Chief Counsel  
P.O. Box 100, 1001 I Street  
Sacramento, CA 95812-0100

A petition may also be filed by email at [waterqualitypetitions@waterboards.ca.gov](mailto:waterqualitypetitions@waterboards.ca.gov).

For instructions on how to file a water quality petition for review, see the [Water Board's petition instructions](https://www.waterboards.ca.gov/public_notices/petitions/water_quality/wqpetition_instr.shtml) ([waterboards.ca.gov/public\\_notices/petitions/water\\_quality/wqpetition\\_instr.shtml](https://www.waterboards.ca.gov/public_notices/petitions/water_quality/wqpetition_instr.shtml)).

- 8.6. Information and Copying.** Supporting documents and comments received are on file. To review these documents, please contact Melinda Wong, the Regional Water Board's custodian of records, by calling (510) 622-2300 or emailing [Melinda.Wong@waterboards.ca.gov](mailto:Melinda.Wong@waterboards.ca.gov). Document copying may be arranged.
- 8.7. Register of Interested Persons.** Any person interested in being placed on the mailing list for information regarding the WDRs and NPDES permit should contact the Regional Water Board, reference the Facility, and provide a name, address, and phone number.
- 8.8. Additional Information.** Requests for additional information or questions regarding this Order should be directed to Robert Schlipf, (510) 622-2478, [robert.schlipf@waterboards.ca.gov](mailto:robert.schlipf@waterboards.ca.gov).