

# NOVATO SANITARY DISTRICT

Meeting Date: December 8, 2014

**The Board of Directors of Novato Sanitary District will hold a regular meeting at 6:00 p.m., Monday, December 8, 2014, at the District Offices, 500 Davidson Street, Novato.**

*Materials related to items on this agenda are available for public inspection in the District Office, 500 Davidson Street, Novato, during normal business hours. They are also available on the District's website: [www.novatosan.com](http://www.novatosan.com).*

## **AGENDA**

### **1. PLEDGE OF ALLEGIANCE:**

### **2. AGENDA APPROVAL:**

### **3. PUBLIC COMMENT (PLEASE OBSERVE A THREE-MINUTE TIME LIMIT):**

This item is to allow anyone present to comment on any subject not on the agenda, or to request consideration to place an item on a future agenda. Individuals will be limited to a three-minute presentation. No action will be taken by the Board at this time as a result of any public comments made.

### **4. REVIEW OF MINUTES:**

- a. Consider approval of minutes of the November 10, 2014 meeting.

### **5. CONSENT CALENDAR:**

The Manager-Engineer has reviewed the following items. To his knowledge, there is no opposition to the action. The items can be acted on in one consolidated motion as recommended or may be removed from the Consent Calendar and separately considered at the request of any person.

- a. Consider approval of regular disbursements, and ratify November payroll and payroll-related disbursements.
- b. Consider rejection of untimely claim from Michael and Laurie Madias, 2081 Center Road, Novato.
- c. Receive report from Standard and Poor's Ratings Services, upgrading the District's wastewater revenue Certificates of Participation (COPs) from A+ (stable) to AA- (stable).
- d. Set meeting dates for January 12<sup>th</sup>, January 26<sup>th</sup>, February 10<sup>th</sup>, February 23<sup>rd</sup>, March 9<sup>th</sup> and March 23<sup>rd</sup>, 2015.
- e. Consider approval of proposed holiday schedule.
- f. Consider disposal of surplus equipment.

**6. WASTEWATER OPERATIONS:**

- a. Receive Wastewater Operations Committee Meeting Report, October 2014.
- b. Receive recommendation from Wastewater Operations Committee to approve a proposal from Veolia Water to provide environmental compliance services, and approve an Addendum to the Contract Service Agreement, subject to minor edits by District Counsel and Manager-Engineer.

**7. STAFF REPORTS:**

**8. BOARD MEMBER REPORTS:**

- a. North Bay Watershed Association meeting (Miller).
- b. California Special Districts Association (CSDA) training (Butler).

**9. MANAGER'S ANNOUNCEMENTS:**

**10. ADJOURN:**

Next resolution no. 3082.

**Next regular meeting date: Monday, January 12, 2015, 6:00 PM at the Novato Sanitary District office, 500 Davidson Street, Novato, CA**

***In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the District at (415) 892-1694 at least 24 hours prior to the meeting. Notification prior to the meeting will enable the District to make reasonable accommodation to help ensure accessibility to this meeting.***

November 10, 2014

A regular meeting of the Board of Directors of the Novato Sanitary District was held at 6:00 p.m., Monday, November 10, 2014, at the District Office, 500 Davidson Street, Novato.

BOARD MEMBERS PRESENT: President Jean Mariani, Directors Jerry Peters, Gary Butler, William Long and Brant Miller.

STAFF PRESENT: Manager-Engineer-Secretary Sandeep Karkal, District Counsel Kent Alm, and Administrative Secretary Julie Swoboda.

ALSO PRESENT: Steve McCaffrey, Director of Governmental Affairs, Novato Disposal  
Dee Johnson, Household Hazardous Waste Program Coordinator  
John O'Hare, Veolia Water  
Delyn Kies, Novato resident  
William Schoen, R3 Consulting Group  
Sonia Tanner, Novato resident  
Jamie Erze, Novato resident

PLEDGE OF ALLEGIANCE:

AGENDA APPROVAL: The agenda was approved as written.

PUBLIC COMMENT: James Erze, 485 Lea Court, thanked the Board for their due diligence and responsiveness in the process of mitigating the odor issues affecting the Lea Drive neighborhood. He discussed the recent work being done at the District and suggested the Board consider enclosing the top portion of the headworks area. During a District tour that he attended, he noticed H<sub>2</sub>S odors were very strong in that area.

President Mariani thanked Mr. Erze for his comments. She noted that while his comments could not be addressed at the current meeting as they were not a part of the meeting agenda, she would refer them to the Board's Wastewater Operations Committee for consideration at their next meeting.

REVIEW OF MINUTES:

Consider approval of minutes of the October 27, 2014 meeting.

*On motion of Director Peters, seconded by Director Miller, and carried unanimously, the October 27, 2014 Board meeting minutes were approved.*

CONSENT CALENDAR:

*On motion of Director Long, seconded by Director Peters, and carried unanimously, the following Consent Calendar items were approved:*

- a. Approval of regular disbursements in the amount of \$439,924.08, project account disbursements in the amount of \$24,439.30, and Board member related disbursements in the amount of \$2,516.44.
- b. Received Quarterly Investment Report.
- c. Received Summary Fiscal Year 2014/15 First Quarter Financial Report.

**SOLID WASTE: PUBLIC HEARING – SET CALENDAR YEAR 2015 MAXIMUM ALLOWABLE SOLID WASTE RATES:**

- Received staff report. The Manager-Engineer stated that at its October 27<sup>th</sup> meeting, the Board reviewed a calendar year 2015 rate adjustment request by Novato Disposal Services (NDS), a report by R3 Consulting which analyzed the NDS request, and a staff report with a recommendation for an overall solid waste rate adjustment of +3.00%. He noted that the +3.00% adjustment would be comprised of a Refuse Rate Index adjustment of +1.94% and an account migration adjustment of +1.06%. He stated that for comparison purposes, a table was included with the Board packet that detailed solid waste disposal rates for other Marin County jurisdictions. He pointed out that Novato's rates would continue to be the lowest across all entities in Marin County even if the proposed rates are adopted.

The Manager-Engineer noted that the Board had set the date for the Public Hearing at its October 13<sup>th</sup> meeting and that the Notice of Public Hearing was properly published in the Marin Independent Journal newspaper on October 14<sup>th</sup> and 22<sup>nd</sup>, 2014. He recommended that the Board adopt Resolution No. 3080, setting maximum solid waste service charges for Novato Disposal Company for the 2015 calendar year.

- Open public hearing. At 6:11 p.m. President Mariani opened the Solid Waste Public Hearing.

- Public comment. President Mariani called for public comments. There were no public comments.

- Board comments. President Mariani called for comments from Board members.

- Close public hearing. Following Board member comments, President Mariani closed the Solid Waste Public Hearing at 6:14pm.

- Consider adoption of a Resolution setting calendar year 2015 maximum allowable rates for refuse collection and disposal services.

*On motion of Director Long, seconded by Director Peters, and carried unanimously, the Board adopted Resolution No. 3080: A RESOLUTION SETTING MAXIMUM SOLID WASTE SERVICE CHARGES FOR NOVATO DISPOSAL COMPANY IN NOVATO SANITARY DISTRICT.*

Steve McCaffrey, Novato Disposal Services, addressed the Board, expressing his appreciation for their decision and thanked District Counsel Kent Alm for his comments.

At 6:15 p.m., the following individuals left the meeting: Delyn Kies, Steve McCaffrey, William Shoen, Dee Johnson, Sonia Tanner

#### ADMINISTRATION:

- Adopt a Resolution amending the District's Deferred Compensation Plan Agreement with Lincoln Financial Group to include Roth 457 contributions, and authorize the Manager-Engineer to execute the amendment. The Manager-Engineer stated that employees enrolled in the District's 457(b) Deferred Compensation Plan may choose to contribute both on a pre-tax and a post-tax basis to their 457 account. He stated that adding this new option to the District's current plan will provide additional choices to employees and does not require any expenditure by the District except for a one-time \$100 administrative fee to Lincoln Financial Group.

*On motion of Director Long, seconded by Director Miller, and carried unanimously, the Board adopted Resolution No. 3081: A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NOVATO SANITARY DISTRICT, MODIFYING THE DISTRICT'S EXISTING 457(b) DEFERRED COMPENSATION PLAN WITH LINCOLN FINANCIAL GROUP TO INCLUDE ROTH 457 CONTRIBUTIONS.*

At 6:20 p.m., President Mariani announced that the Board would take a short recess.

At 6:22 p.m., President Mariani reconvened the Board meeting.

#### STAFF REPORTS:

- Receive update on North Bay Water Reuse Project (NBWRP) – Phase 2, District Projects. The Manager-Engineer provided an update on the District's portions of the overall North Bay Water Reuse Project (NBWRP) Phase 2. He said that Novato area representatives including the District, North Marin Water District, and the County Flood Control District met recently with the Phase 2 Consultant Project Team. From the District's perspective, the meeting was used to ensure that the Project Team understood the full scope of the brackish wetlands project being proposed by the State Coastal Conservancy (SCC) and the District.

The Manager-Engineer discussed the SCC/District project, and noted that the concept still included truncating the District's outfall, breach of the outboard Hamilton levee by the SCC and US Army Corps of Engineers, and creation and propagation of a tidally influence brackish marsh utilizing District effluent. He noted (as he had at his last Board update on the project), that this proposed concept was contingent on the District's Discharge permit being amended to allow effluent discharge to that area.

BOARD MEMBER REPORTS:

- North Bay Watershed Association (NBWA) report. Director Miller discussed his attendance at a NBWA meeting which was held on Friday, November 7, 2014. He noted that four guest speakers provided North Bay Total Maximum Daily Load (TMDL) progress updates.

- Op-ed from Sacramento Bee: "San Juan water board shows pitfalls of special districts". Director Peters presented the Sacramento Bee article he'd requested to be placed on the Board Agenda for the meeting. He shared his thoughts on special district governance, and noted his appreciation for the District's good governance. A brief general discussion followed between the Board members.

MANAGER'S ANNOUNCEMENTS:

- The Manager-Engineer said that the Olive Parallel Force Main Project is moving forward. He stated that the initial phase would be construction in Railroad Ave., from Olive Ave. to Rose Street. He asked Board members to refer to him any complaints or comments that they might receive from residents on the work, and noted that barring any unexpected events, this phase of the work is scheduled for completion by about December 25<sup>th</sup>.

- The SHELL award luncheon for District staff will take place on Tuesday, November 18<sup>th</sup> at noon. President Mariani and Directors Peters, Long, and Miller indicated that they would be attending.

- The next Wastewater Operations Committee meeting will take place at the District office on Monday, November 17<sup>th</sup> at 2:00 p.m.

- The California Association of Sanitation Agencies (CASA) Winter Conference will take place from January 21<sup>st</sup> – 23<sup>rd</sup> in Palm Springs, CA.

- The next regular Board meeting will take place at the District office on Monday, December 8<sup>th</sup> at 6:00 p.m.

ADJOURNMENT: There being no further business to come before the Board, President Mariani adjourned the meeting at 7:40 p.m.

Respectfully submitted,

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Sandeep Karkal  
Secretary

Julie Swoboda, Recording

# Novato Sanitary District Capital Projects Check Register

November 24, 2014

Date	Num	Name	Credit
<b>Nov 24, 14</b>			
11/24/2014	2785	County of Marin-public ...	9,050.00
11/24/2014	2788	Novato, City	5,221.33
11/24/2014	2786	Lateral-Lucich	1,500.00
11/24/2014	2787	Lateral-Turley	1,500.00
<b>Nov 24, 14</b>			<b><u>17,271.33</u></b>

# Novato Sanitary District Capital Projects Check Register

December 8, 2014

Date	Num	Name	Credit
<b>Dec 8, 14</b>			
12/08/2014	2797	State Water Resources ...	5,378,956.19
12/08/2014	2793	Linscott Engineering Co...	6,624.62
12/08/2014	2795	Nute Engineering Inc.	5,798.00
12/08/2014	2790	Covello Group, The	4,656.41
12/08/2014	2796	RMC Water & Environm...	3,738.00
12/08/2014	2794	Marin Mechanical II, Inc.	2,950.00
12/08/2014	2789	California Diesel & Power	1,915.00
12/08/2014	2798	U.S. Bank Card (3)Craig	1,594.74
12/08/2014	2792	Lateral-Hand or Berry	1,500.00
12/08/2014	2791	Halliday Products, Inc.	1,246.48
<b>Dec 8, 14</b>			<b><u>5,408,979.44</u></b>

# Novato Sanitary District Operating Check Register

November 24, 2014

Date	Num	Name	Credit
<b>Nov 24, 14</b>			
11/24/2014	57624	Pacific, Gas & Electric	75,142.30
11/24/2014	57606	CASA	12,480.00
11/24/2014	57615	Marin Audubon Society	12,466.95
11/24/2014	57627	Regional Government Services	6,785.00
11/24/2014	57607	Central Marin Sanitation District	5,391.54
11/24/2014	57600	Aqua Science	5,000.00
11/24/2014	57599	American Express-21007	4,059.87
11/24/2014	57626	R3 Consulting Group, Inc.	3,345.00
11/24/2014	57622	North Marin Water District Payroll	3,166.25
11/24/2014	57609	Delta Dental	2,629.87
11/24/2014	57625	Quincy Compressor, LLC	2,428.82
11/24/2014	57605	Carl Warren & Company	1,608.90
11/24/2014	57628	Ricoh USA, Inc.	1,577.20
11/24/2014	57621	North Marin Water District - Lab	1,540.00
11/24/2014	57629	RMC Water & Environment, Inc.	1,355.75
11/24/2014	57633	VWR International Inc.	1,314.66
11/24/2014	57608	Cintas Corporation	1,279.23
11/24/2014	57617	Meyers, Nave, Riback, Silver & Wilson	1,139.50
11/24/2014	57603	California Diesel & Power	1,084.81
11/24/2014	57636	MME	1,053.20
11/24/2014	57630	Shape Incorporated	981.16
11/24/2014	57631	T & B Sports	717.77
11/24/2014	57598	3T Equipment Company Inc.	710.08
11/24/2014	57632	Verizon EQ	585.14
11/24/2014	57613	JW Mobile	450.00
11/24/2014	57602	Cagwin & Dorward Inc.	435.00
11/24/2014	57604	Cantarutti Electric, Inc	402.50
11/24/2014	57601	BoundTree Medical, LLC	378.02
11/24/2014	57619	North Marin Auto Parts	230.98
11/24/2014	57634	Water Components & Building, Inc.	183.37
11/24/2014	57623	Orkin Pest Control, Inc.	131.42
11/24/2014	57614	Leonardi Automotive & Electric, Inc.	118.73
11/24/2014	57620	North Marin Water District	116.00
11/24/2014	57616	Marin Independent Journal	111.25
11/24/2014	57618	North Bay Portables, Inc.	92.20
11/24/2014	57635	California Board of Accountancy	50.00
11/24/2014	57611	First Alarm	38.74
11/24/2014	57612	HCD	28.00
11/24/2014	57610	VOID	0.00
<b>Nov 24, 14</b>			<b><u>150,609.21</u></b>

# Novato Sanitary District Operating Check Register

For December 8, 2014

Date	Num	Name	Credit
<b>Dec 8, 14</b>			
12/08/2014	57678	Veolia Water North America, Inc.	164,327.77
12/08/2014	57674	State Water Resources Control B...	46,308.00
12/08/2014	57677	US Bank Corporate Trust	10,077.09
12/08/2014	57667	North Bay Petroleum	7,668.07
12/08/2014	57649	CSDA-	5,691.00
12/08/2014	57661	Johnson, Dee	5,490.00
12/08/2014	57640	B.W.S. Distributors, Inc.	5,169.87
12/08/2014	57666	Merrimak Capital Company	4,935.00
12/08/2014	57660	Internal Revenue Service	4,616.77
12/08/2014	57642	Caltest Analytical Lab Inc.	3,830.40
12/08/2014	57679	Veolia Water Recycled Water Oper.	3,692.84
12/08/2014	57648	Control Systems West, Inc.	3,094.91
12/08/2014	57652	Dearborn National	2,372.66
12/08/2014	57650	CUPA Permit~Marin County Office	2,080.00
12/08/2014	57662	JW Mobile	1,958.80
12/08/2014	57682	WECO	1,408.00
12/08/2014	57664	Marin/Sonoma Mosquito Dist	1,367.13
12/08/2014	57647	Comet Building Maintenance, Inc.	1,320.00
12/08/2014	57645	Cintas Corporation	1,073.58
12/08/2014	57643	CDW Government, Inc.	931.43
12/08/2014	57665	MB Equipment, Inc.	902.73
12/08/2014	57663	Marin County Ford	881.34
12/08/2014	57658	Hertz Corporation	867.99
12/08/2014	57657	HACH/American Sigma Inc	733.22
12/08/2014	57668	North Marin Water District	556.30
12/08/2014	57680	Vision Service Plan	523.29
12/08/2014	57656	Government Finance Officers Ass...	435.00
12/08/2014	57676	U.S. Bank Card (3)Craig	425.80
12/08/2014	57653	EEC	358.49
12/08/2014	57646	Claremont EAP, Inc.	295.00
12/08/2014	57638	American Society of Civil Engineers	265.00
12/08/2014	57639	AT&T Wireless	260.03
12/08/2014	57641	Butler, Gary.	252.78
12/08/2014	57669	Novato Disposal-	241.32
12/08/2014	57655	Gordon Nichols Carpentry	227.14
12/08/2014	57644	Central Marin Sanitation District	214.50
12/08/2014	57671	Pini Hardware	197.46
12/08/2014	57654	Fisher-Scientific	184.26
12/08/2014	57651	CWEAmembers	178.00
12/08/2014	57672	Roy's Sewer Service, Inc.	150.00
12/08/2014	57670	Orkin Pest Control, Inc.	131.42
12/08/2014	57637	American Messaging	68.03
12/08/2014	57681	VWR International Inc.	60.04
12/08/2014	57673	Staples~in store purchases	45.51
12/08/2014	57675	U.S. Bank (Sandeep)	30.03
12/08/2014	57659	IDEXX Distributing Corp.	26.47
<b>Dec 8, 14</b>			<b>285,924.47</b>

**Novato Sanitary District**  
**Payroll and Payroll Related Check Register**  
**November - 2014**

<u>Date</u>	<u>Description</u>	<u>Amount</u>
11/26/2014	November - Payroll	98,480.04
11/26/2014	November - Retirees Health Benefits	15,450.65
11/21/2014	CALPers Health	29,251.71
11/21/2014	CALPERS Retirement	6,204.82
11/21/2014	United States Treasury	19,369.60
11/21/2014	CalPers Supplemental Income Plan	2,500.00
11/21/2014	EDD	5,545.59
11/21/2014	Lincoln Financial Group	8,740.01
11/21/2014	Lincoln Financial Group-401a Plan	2,399.70
11/21/2014	Lincoln Financial Group-401a Plan	2,651.83
11/21/2014	CALPERS Retirement	17,544.53
11/21/2014	Local Union 315	440.00
11/21/2014	Operating Engineers Trust	281.32
		<b><u>208,859.80</u></b>

# Novato Sanitary District Board Fees - November

December 5, 2014

Date	Num	Name	Credit
<b>Dec 5, 14</b>			
12/05/2014	3198	Miller, Brant	766.46
12/05/2014	3787	Peters, A. Gerald	389.57
12/05/2014	3785	Long, William C	350.89
12/05/2014	3786	Mariani, Jean M	246.36
12/05/2014	3784	Butler, Gary	
<b>Dec 5, 14</b>			<b><u>1,753.28</u></b>

# NOVATO SANITARY DISTRICT BOARD AGENDA ITEM SUMMARY

<b>TITLE: Consent Calendar: Consider rejection of untimely claim from Michael and Laurie Madias, 2081 Center Road.</b>	<b>MEETING DATE: December 8, 2014</b>  <b>AGENDA ITEM NO.: 5.b.</b>
<b>RECOMMENDED ACTIONS: Take no action as to the personal injury portion of the claim because it was not presented within the time allowed by law and deny the property claim both on the merits and because the claim was not presented within the time allowed by law.</b>	
<b>SUMMARY AND DISCUSSION:</b>  <p>On December 1, 2014, the District received a claim (attached) mailed on November 26, 2014 from the Law Offices of Harry V. Lehmann, representing Michael and Laurie Madias of 2081 Center Road, Novato. The claim alleges property damage and emotional distress following an incident in April 2011 that occurred in connection with a District sewer improvement project. The claim asserts that a broken lateral containing asbestos was left on the claimant's property. Damages are sought for remediation, landscaping, diminished property value, along with general damages, including ongoing emotional distress.</p> <p>Once a claim is presented, the District contacts a claims adjuster from Carl Warren &amp; Company, representing the District's insurance carrier. The adjuster advises the District as to the appropriate response. The purpose of the response is to protect the District and to take advantage of code and case defenses to comply with the Government Code and set the statute of limitations for suit filings. A public entity must act on the claim within 45 days, and provide written notice of the action taken. If a claim is rejected, the claimant may file suit for money or damages within six months after the date the notice is delivered or mailed. If the rejection is not properly noticed, however, the deadline for filing suit is extended to two years. In the case of an untimely claim for personal injury damages, a claimant may apply for leave to present a late claim. Under some circumstances, leave to present a late claim may be granted pursuant to Government Code Section 911.6(b).</p> <p>The claim has been assigned to the District's claims adjuster at Carl Warren and Co. and to legal counsel representing the District's insurance provider, California Sanitation Risk Management Authority (CSRMA). Because the claim received was past the statutory claim presentation periods for both bodily injury and property damage, CSRMA legal counsel has prepared the appropriate Notice of Rejection of Untimely Claim for Property Damage and Notice of Return of Late Claim for Bodily Injury.</p>	
<b>DEPT. MGR.:</b>	<b>MANAGER-ENGINEER:</b>

1 LAW OFFICES OF HARRY V. LEHMANN, P.C.  
2 HARRY V. LEHMANN (State Bar No. 77151)  
3 1450 Grant Avenue, Suite 205  
4 Novato, CA 94945  
5 Telephone: (415) 897-2121  
6 Facsimile : (415) 898-6959

7 Attorneys for Claimants  
8 MICHAEL and LAURIE MADIAS

9 GOVERNMENT TORT CLAIM  
10 AGAINST NOVATO SANITARY DISTRICT

11 MICHAEL MADIAS and LAURIE )  
12 MADIAS, )  
13 Claimants, )  
14 vs. )  
15 NOVATO SANITARY DISTRICT, )  
16 Respondent. )

17 GOVERNMENT TORT CLAIM AGAINST  
18 NOVATO SANITARY DISTRICT

19 **A. Name, Address of Claimants:** Michael Madias and Laura Madias  
20 2081 Center Road  
21 Novato, CA 94947  
22 Telephone: (415) 717-3794 day; (415) 893-9732  
23 evening

24 **B. Notices to be sent to Counsel:** Harry V. Lehmann, Esq.  
25 1450 Grant Avenue, Suite 205  
26 Novato, CA 94945  
27 Telephone (415) 897-2121; Fax: (415) 898-6959

28 GOVERNMENT TORT CLAIM AGAINST NOVATO SANITARY DISTRICT

RECEIVED 1  
DEC 01 2014  
NOVATO SANITARY DISTRICT



1 Attached as Exhibit A is a copy of the cover page of the document, publicly filed in court by  
2 NSD which, by attaching the confidential report as an exhibit (portions also attached), waived the  
3 confidentiality of the report, thereby freeing claimants to make a government tort claim based  
4 upon its contents.

5 **D. A General Description of the Obligation, Injury, Damage Or Loss Incurred.**

6 Claimants have real property peppered with dangerous asbestos. This was caused by the  
7 work of Novato Sanitary District and its agents who removed a transite lateral sewage pipe and  
8 left broken pieces of it all over claimants property. Please see F, below for description of losses.

9 **E. The Names of the Public Employees Causing the Injuries.**

10 The Novato Sanitary District is the responsible party for the work performed on the sewer  
11 main replacement project, and the work performed by its agents. It had a non-delegable duty to  
12 the claimants to refrain from causing damage to their property in the conduct of the public  
13 improvement.

14 **F. Amount of Claim**

15 Claimants will incur much more than \$75,000.00 for remediation of the asbestos littered  
16 property. The \$75,000.00 figure was an estimate based on removal of the top 2 inches of the  
17 soil, but later expert consultation indicates much more soil must be removed, at an estimated cost  
18 of \$200,000.00 or greater. Claimants will incur an additional estimated \$10,000.00 for  
19 landscaping to return the property to its original condition after remediation. The value of the  
20 property is diminished in an amount as yet undetermined.

21 As a result of the dangerous condition of public property conduct and other conduct of the  
22 District, by its own staff and through its agents, including but not limited to J&M and Covello  
23 Group, for which violations of non-delegable duty the District is liable, the claimants have  
24 suffered substantial general damages, including but not limited to ongoing fear and emotional  
25 distress, all in excess of the jurisdiction of the superior court, and for purposes of this claim  
26 stated to be at least \$85,000.00 for Michael Madias and \$85,000.00 for Laurie Madias for such  
27 damages alone, according to proof.

Jurisdiction of Claim: Superior Court - Over \$25,000.00

Dated: November 25, 2014.

  
Harry V. Lehmann  
Attorney for Claimants

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Facsimile: (415) 433-3883

Attorneys for Defendant and Cross-Complainant  
NOVATO SANITARY DISTRICT

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF MARIN

MICHAEL AND LAURIE MADIAS,  
husband and wife,

Plaintiffs,

v.

NOVATO SANTIARY DISTRICT and  
DOES 1-100, inclusive,

Defendants.

Case No.: CV 1202910

**DECLARATION OF JEFFREY S. BIRKNER  
PHD, CIH, IN SUPPORT OF NOVATO  
SANITARY DISTRICT'S OPPOSITION TO  
PLAINTIFFS' MOTION FOR MANDATORY  
INJUNCTION**

Date: June 10, 2014  
Time: 9:00 a.m.  
Dept.: I

AND RELATED CROSS-ACTIONS.

I, Jeffrey S. Birkner, declare as follows:

1. That I am a health, safety, and industrial hygiene professional. I received my Bachelor's Degree in Biology from New York University in 1979; my Masters in Environmental Health Sciences from New York University in 1983 and my Ph.D. in Environmental Health Sciences from UCLA in 2007. I have been board certified (CIH) by the American Board of

BISHOP | BARRY | DRATH  
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**INDOOR AIR  
SCIENCES**  
ENVIRONMENTAL CONSULTANTS

IAS #1063

August 29, 2013

Honorable Michael B. Dufficy  
Resolution Remedies  
1000 Fourth Street, Suite 800  
San Rafael, CA 94901

**RE: Microbial Investigation Report  
2081 Center Road, Novato, CA**

Dear Judge Dufficy:

Pursuant to your direction, Indoor<sup>Air</sup> Sciences (IA Sciences) performed a microbial investigation to identify any residual impacts due to a sanitary sewer overflow (SSO) which occurred on the property during late December and or early January 2011. This report presents the results of the visual and analytical portions of our investigation.

**EXECUTIVE SUMMARY**

The residence on the property is a single story, single family home likely constructed in the 1950's. In or about late December 2010 or early January 2011, the owners identified that a SSO had occurred into the concrete lined crawlspace below their master bedroom (an addition that had been added to the home). They contacted the City of Novato Sanitary District who identified that the city had blocked off their sewer connection to the sewer main which resulted in the backup of sewer water into the crawlspace due to an open overflow line. The crawlspace below the master bedroom addition is lined with concrete for rat proofing. There are two additional crawlspaces under the home which are not lined.

Restoration contractors for the City of Novato Sanitary District dug up and removed the cement/asbestos (Transite) sewer line that had been plugged by the city, however, appear to have left some or all of the pipe partially buried on the property. The homeowner removed the partially buried pipeline from the soil, however it is not clear if additional pieces of the asbestos containing material (ACM) pipe remain buried on the property (the discarded pipe constitutes a hazardous waste). The homeowner complained of damage to their lawn and yard, including

### **Bactiquant® Surface Samples**

BactiQuant®, developed and patented by MycoMeterApS, is based on the detection and quantification of a microbial enzyme present in bacteria and belonging to a family categorized as hydrolases. The activity is measured using a fluorogenic synthetic enzyme substrate. Cleavage of the substrates by the enzymes releases a highly soluble compound that upon excitation produces an intense fluorescence. The fluorescence is measured using a handheld fluorometer. The fluorescence signal produced is directly proportional to the amount of bacteria present in a given sample.

Sampling is performed with a cotton swab on a defined sample area. A self-adhesive template with a 9-cm<sup>2</sup> cutout is affixed to the surface that will be sampled. A cotton swab is removed from a sealed plastic container, and then wetted in a sterile saline solution. The area inside the template is thoroughly washed by rubbing the area with the swab. The swab is replaced into the container until analysis.

Analysis is performed by transferring the cotton swab into a buffer containing a synthetic enzyme substrate and incubated for approximately 30 minutes. The contact time is sufficient to allow for activation of endospores that are present. The bacterial enzyme then reacts with the substrate forming a fluorescent product which can be quantified using fluorimetry. The amount of bacteria in the sample is estimated by measuring the concentration of the fluorescent product formed during the incubation. The results can be quantified as identifying the presence of bacteria when the concentration exceeds a concentration greater than 25 units.

### **Asbestos Bulk Samples**

The limited asbestos inspection was performed by Chip Prokop, a Certified Asbestos Consultant (CAC 08-4420). The ACM inspection was performed in areas that were accessible to the inspector at the time of the site visit. A total of three (3) bulk samples were collected from one (1) homogeneous building material identified in the backyard of the residence. The laboratory provided a total of one (1) analytical result based upon the number of layers that were analyzed.

The bulk samples were analyzed by MicroTest Laboratories, Inc. located in Fair Oaks, California, using the methods prescribed in Method 40 CFR, Ch. 1, Part 763, Subpart F, Appendix A in the Code of Federal Register in analyzing bulk samples. This laboratory participates in the NVLAP

and ELAP quality assurance programs for PLM, and is accredited by the National Institute of Standards and Technology (NIST) and the California Department of Health Services Environmental Laboratory Accreditation Program for PLM analyses for bulk asbestos (Title 22 of California Code of Regulations [CCR], Section 66261.24) (NELAP accreditation #200999-0). The suspect asbestos bulk samples were collected and submitted to the laboratory using established chain-of-custody procedures.

## **ANALYTICAL RESULTS**

### **Tape-Lift Results for Culturable Microbial Spores**

Two (2) surface tape-lift samples were collected from within the home. TS-1 was collected from bedroom #3 (east) and TS-2 was collected from the bedroom #3 (west).

- Sample TS-1 from the bedroom (east) contained growth of *Cladosporium* and *Penicillium/Aspergillus* type spores.
- Sample TS-2 from the bedroom (west) contained growth of *Cladosporium*, *Penicillium/Aspergillus* and *Scopulariopsis* type spores.
- The types of mold detected are low water requirement microbial spores (primary and secondary colonizers or hydrophobic molds) and indicate that the source of water was likely due to condensation. This interpretation is consistent with the lack of water damage behind the closet baseboards.
- Please see the attached analytical results for additional information.

### **BACTIQUANT® SURFACE ANALYTICAL RESULTS**

On August 2, 2013 eight (8) surface samples were collected from the crawlspace to determine the presence of bacteria. The BactiQuant® surface samples were collected from the following locations:

- Crawlspace #2 – Framing
- Crawlspace #3 – Duct
- Crawlspace #3 – Ductwork
- Crawlspace #3 – Framing
- Crawlspace #3 – Framing
- Crawlspace #1 – Concrete edge
- Crawlspace #1 – Concrete middle

Ethylbenzene, m,p,-Xylene, 1,2,4-Trimethylbenzene and Ethanol) were also present in very low concentrations.

Based upon our analysis, the air quality within the closet is not being affected by the crawlspace. While the detected analytes do not indicate a particular product or chemical contribution, the total concentration of chemicals detected within the closet do not rise to a level of concern.

**Asbestos Bulk Sampling Results**

The following materials were identified as ACM:

- Cement pipe (backyard) = 25% Chrysotile Asbestos and 10% Crocidolite Asbestos

**TESTED SUSPECTED ASBESTOS CONTAINING MATERIALS**

**Asbestos Containing Materials (> 0.1%)**

<b>Material (Classification)</b>	<b>Location of Material (Sample No.'s)</b>	<b>Condition</b>	<b>Friable Yes/No</b>	<b>Quantity, NESHAP Category, (OSHA Class)</b>	<b>Results Recommendations</b>
<b>Cement pipe (grey) (M)</b>	<b>Backyard (1.1, 1.2, 1.3)</b>	<b>Damaged</b>	<b>Yes</b>	<b>5+ LF Category 2 (Class 2)</b>	<b>Cement pipe = 25% Chrysotile Asbestos &amp; 10% Crocidolite Asbestos  Dispose of as hazardous waste.</b>
<p>NA = Not Applicable, ND = Non-Detect, NYD=not yet determined, SF = Square Feet, S = Surfacing, M = Miscellaneous, PACM = Presumed Asbestos-Containing Material, RACM – Regulated Asbestos-Containing Material, ACCM = Asbestos-Containing Construction Material, Cat. I = Category I, Non-friable Asbestos-Containing Material, Cat. II= Category II, Non-friable Asbestos-Containing Material, * Inseparable, Positive By Association, Unclassified = disturbance of ACCM does not have an OSHA Class designation</p>					



One California Street, 31st Floor  
San Francisco, CA 94111-5432  
tel 415 371-5000  
reference no.: 40350513

November 14, 2014

Novato Sanitation District  
500 Davidson St.  
Novato, CA 94945  
Attention: Ms. Laura Creamer, Finance Manager

*Re: Novato Sanitary District, California, Wastewater Revenue Certificates of Participation*

Dear Ms. Creamer:

Standard & Poor's Ratings Services ("Ratings Services") has reviewed the rating on the above-listed obligations. Based on our review, we have raised our credit rating from "A+" to "AA-" while affirming the stable outlook. A copy of the rationale supporting the rating and outlook is enclosed.

This letter constitutes Ratings Services' permission for you to disseminate the above rating to interested parties in accordance with applicable laws and regulations. However, permission for such dissemination (other than to professional advisors bound by appropriate confidentiality arrangements) will become effective only after we have released the rating on [standardandpoors.com](http://standardandpoors.com). Any dissemination on any Website by you or your agents shall include the full analysis for the rating, including any updates, where applicable.

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Sincerely yours,

The logo for Standard & Poor's, featuring the company name in a stylized, cursive script font.

Standard & Poor's Ratings Services

tw

enclosure

cc: Mr. Sandeep Karkal, District Manager-Engineer  
Novato Sanitation District



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## Summary:

# Novato Sanitary District, California; Water/Sewer

### **Primary Credit Analyst:**

Tim Tung, San Francisco (1) 415-371-5041; tim.tung@standardandpoors.com

### **Secondary Contact:**

Corey A Friedman, Chicago (1) 312-233-7010; corey.friedman@standardandpoors.com

### **Research Contributor:**

Rahul Dedhia, CRISIL Global Analytical Center, an S&P affiliate, Mumbai

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Rationale

Outlook

Related Criteria And Research

## Summary:

# Novato Sanitary District, California; Water/Sewer

## Credit Profile

Novato Sanitary District wastewater rev certs of part

*Long Term Rating*

AA-/Stable

Upgraded

## Rationale

Standard & Poor's Ratings Services raised its long-term rating to 'AA-' from 'A+' on Novato Sanitary District, Calif.'s wastewater revenue certificates of participation (COPs). The outlook is stable.

The raised rating reflects our view of the district's strengthening financial profile during the past three fiscal years, including enhanced unrestricted reserves, and a developing track record of managing a more substantial debt load.

The rating reflects our view of the district's:

- Predominantly residential customer base that participates in the deep and diverse San Francisco metropolitan area economy;
- Affordable service rates in the context of the service area's very strong income levels;
- Ample system capacity and limited future capital needs; and
- Strong liquidity position, with unrestricted liquidity improving to 623 days of operating expenses in fiscal year 2013.

These strengths are partly offset, in our view, by the district's adequate to good total debt service coverage (DSC) levels, though below the median for the rating level, during the past three audited fiscal years.

We view the certificate provisions as permissive. The certificates are payable from installment payments that are secured by the net revenues of the district's wastewater system. The pledge of net revenues to the COPs is subordinate to the district's obligation to make debt service payments on a \$77.9 million California State Revolving Fund (SRF) loan. For indenture purposes, payments on the SRF loan are treated as operating expenses of the system rather than as debt obligations, effectively lowering the threshold for the rate covenant and the additional bonds test, and we consider this permissive. In this context, the rate covenant is set at 1.2x annual debt service and the additional bonds test is set at 1.2x maximum annual debt service. A cash-funded debt service reserve fund provides additional liquidity.

The district is located about 25 miles north of San Francisco and encompasses about 25 square miles in northern Marin County. The service area is built out, and during the past five years the population grew at an average annual rate of just 0.5% to about 53,000 in 2014. Residents are able to participate in the deep and diverse San Francisco metropolitan area economy, and this is demonstrated through the city's very strong median household effective buying income (EBI), which was 149% of the national median for 2013. The customer base is primarily residential, with residential users accounting for about 77% of the system's 29,704 equivalent dwelling units. We consider the customer base to be very diverse based on the leading 10 customers contributing about 7% of total operating revenues.

In our opinion, the system has ample treatment capacity. The treatment plant is designed for an average dry weather flow (ADWF) of 7.1 million gallons per day (mgd) and peak wet weather flow of 47 mgd, both of which compare favorably with current ADWF of 3.5 mgd and peak daily flow of 11.6 mgd. We understand that wastewater flows declined in fiscal year 2014 due to dry weather. Management estimates that the treatment plant has sufficient capacity to meet the district's needs through ultimate service area buildout. The treatment plant is operated by Veolia Water West Operating Services Inc. pursuant to an agreement with the district under which Veolia is responsible for the operation, maintenance, and management of the treatment plant. In July 2014, the district exercised its option to extend the agreement to June 2021.

We consider the service rates to be affordable in the context of the service area's very strong income levels. We calculate the monthly-equivalent residential bill to be \$44.42, or 0.9% of median household EBI. The district plans to increase rate to \$46 per month in fiscal year 2016, and this rate would remain affordable compared to the rates of neighboring service providers. Sewer service charges and property tax revenues constitute more than 96% of the district's total revenues, and both are collected on the annual property tax bill. These revenues are generally received semiannually from the county treasurer-tax collector in December and April of each fiscal year.

The district plans to spend about \$17 million on capital projects during the next five fiscal years. Management anticipates that the majority of the capital improvement plan will be paid from remaining certificate proceeds and surplus revenues, and it reports that there are currently no additional borrowing plans. The debt-to-plant ratio for fiscal year 2013 was moderate, in our view, at 51%, based on existing debt of \$98.8 million.

Financial performance has ranged from adequate to good during the past three fiscal years. We calculate that total DSC during this period improved to 1.39x, which we consider good, in fiscal year 2014 (unaudited) from 1.17x, which we consider adequate, in fiscal year 2012. Debt service on the COPs is about \$1.7 million annually, but is subordinate to SRF Loan debt service of about \$5.4 million annually. Improved financial performance during this period was driven primarily by service rate increases of 6.7% in fiscal year 2013 and 4.2% in fiscal year 2014. Based on the district's adopted budget, we anticipate that total DSC will remain near 1.4x during the next two fiscal years.

The district has maintained a strong liquidity position during the past three fiscal years, and we expect it will continue to do so. Unrestricted cash and investments totaled \$13.2 million, equivalent to 623 days of operating expenses, at the end of fiscal year 2013. Liquidity rebounded from a low point of \$6.9 million, or 308 days, in fiscal year 2011 as capital expenditures were paid for largely from debt proceeds, allowing surplus revenues to contribute to unrestricted reserves. Management reports an unrestricted cash and investments balance of \$15.6 million, or 721 days, at the end of fiscal year 2014. The district has adopted reserve and working capital policies that include an operating fund target balance equivalent to eight months of operating expenses, a capital fund target balance set at annual debt service plus pay-as-you-go capital funding less anticipated December capital receipts, and a rate stabilization reserve of \$1.5 million.

## Outlook

The stable outlook reflects our view of the district's ample operational capacity and the service area's very strong

income levels, which provide management with revenue-raising flexibility. During the two-year outlook period, we anticipate that the district will continue to adjust rates as necessary to maintain financial margins and provide funding for pay-as-you-go capital needs. We could take further positive rating actions if the district outperforms its projections and we believe this level of performance is sustainable. Although we do not anticipate taking a negative rating action during the outlook period, we could do so if the district's financial margins narrow to a level that we consider only adequate, or if it spends down unrestricted reserves materially.

## **Related Criteria And Research**

### **Related Criteria**

- USPF Criteria: Key Water And Sewer Utility Credit Ratio Ranges, Sept. 15, 2008
- USPF Criteria: Standard & Poor's Revises Criteria For Rating Water, Sewer, And Drainage Utility Revenue Bonds, Sept. 15, 2008
- USPF Criteria: Methodology: Definitions And Related Analytic Practices For Covenant And Payment Provisions In U.S. Public Finance Revenue Obligations, Nov. 29, 2011

### **Related Research**

- U.S. State And Local Government Credit Conditions Forecast, Oct. 15, 2014
- U.S. Municipal Water And Sewer Utilities 2014 Sector Outlook: Learning To Do More With Less, Jan. 9, 2014
- 2014 Review Of U.S. Municipal Water And Sewer Ratings: How They Correlate With Key Economic And Financial Ratios, May 12, 2014

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# NOVATO SANITARY DISTRICT BOARD AGENDA ITEM SUMMARY

**TITLE: Consent Calendar: Consider Approval of Proposed Holiday Schedule.**

**MEETING DATE: December 8, 2014**

**AGENDA ITEM NO.: 5.e.**

**RECOMMENDED ACTION:** Approve proposed holiday schedule and closure of District offices on Friday, December 26, 2014, and Friday, January 2, 2015.

## **SUMMARY AND DISCUSSION:**

The District provides holidays of December 25<sup>th</sup> and January 1<sup>st</sup>, along with a half-day holiday on December 24<sup>th</sup> and December 31<sup>st</sup>, for a total of three paid holidays. The District has allowed employees to combine the half-day holidays for a full day.

This year, Christmas and New Year's Day fall on Thursdays. Because of this, staff recommends closure of District offices on:

- Thursday, December 25, 2014
- Friday, December 26, 2014
- Thursday, January 1, 2015
- Friday, January 2, 2015

Employees working a regular 40-hour work week will use accrued leave to cover the additional closure day. Employees working a 9/80 schedule will use their regularly scheduled Friday off. There will be no fiscal impact to the District.

Employees will be scheduled as usual to provide standby duty to respond to any emergencies that may arise over the holiday season.

If approved, notice of the holiday schedule will be posted on the District's website and announced on the District's phone answering system.

The District approved a similar holiday schedule in 2008 when the Christmas and New Year's holidays also fell on Thursday.

**BUDGET INFORMATION:** No impact to District budget.

**DEPT. MGR.:**

**MANAGER-ENGINEER:**

# NOVATO SANITARY DISTRICT BOARD AGENDA ITEM SUMMARY

<b>TITLE: Consent Calendar: Consider Disposal of Surplus Equipment</b>	<b>MEETING DATE: December 8, 2014</b>  <b>AGENDA ITEM NO.: 5.f.</b>		
<b>RECOMMENDED ACTION:</b> Approve designation of surplus vehicles, tools and equipment and authorize the Manager-Engineer to dispose of surplus vehicles, tools and equipment.			
<b>SUMMARY AND DISCUSSION:</b>  District staff has identified several vehicles that have been replaced by newer vehicles as well as some tools and equipment that are no longer needed and are considered surplus. The vehicles, tools and equipment are as follows: <table style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 50%; vertical-align: top;">           2005 Toyota Prius            2004 Chevrolet ½ Ton Pickup            2001 Dodge Pickup            Komatsu Forklift            2 – GEM Cars            Diesel Motor Driven 6” Pump            Vanguard Floor Stand Press            Craftsman Table Saw            Horizontal Band Saw            Lincoln Electric Arc Welder            Hobart 140 Wire Feed Welder            3 – Tool Cabinets            2005 Utility Trailer            1994 Chevrolet Rodder         </td> <td style="width: 50%; vertical-align: top;">           Blue Electric Furnace (Kiln)            Cutting Torch Dolly w/Hoses &amp; Gauges            10 Ton Hydraulic Portable Power Unit            Guardian RV Generator            Portable Paint Sprayer            Dust Collector            2- 4” Trash Pumps            Engine Hoist            Miller Millermatic 250 Welder            Lincoln Electric Precision Pro 225 Welder            Shop Cart            Floor Stand Bender            Easement Rodder w/Utility Trailer         </td> </tr> </table> <p style="margin-top: 20px;">Staff proposes to sell the vehicles and other rolling stock by sending it to auction. The tools and other miscellaneous equipment will be sold through a sealed bid process which will be advertised on Craigslist or other advertising flyer or paper.</p> <p>It is recommended that the Board approve the designation of the above identified items as surplus equipment and authorize the Manager-Engineer to dispose of such equipment.</p>		2005 Toyota Prius 2004 Chevrolet ½ Ton Pickup 2001 Dodge Pickup Komatsu Forklift 2 – GEM Cars Diesel Motor Driven 6” Pump Vanguard Floor Stand Press Craftsman Table Saw Horizontal Band Saw Lincoln Electric Arc Welder Hobart 140 Wire Feed Welder 3 – Tool Cabinets 2005 Utility Trailer 1994 Chevrolet Rodder	Blue Electric Furnace (Kiln) Cutting Torch Dolly w/Hoses & Gauges 10 Ton Hydraulic Portable Power Unit Guardian RV Generator Portable Paint Sprayer Dust Collector 2- 4” Trash Pumps Engine Hoist Miller Millermatic 250 Welder Lincoln Electric Precision Pro 225 Welder Shop Cart Floor Stand Bender Easement Rodder w/Utility Trailer
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<b>DEPT. MGR.: srk</b>	<b>MANAGER-ENGINEER:</b>		

# NOVATO SANITARY DISTRICT BOARD AGENDA ITEM SUMMARY

<b>TITLE: Receive Wastewater Operations Committee Meeting Report, October 2014</b>	<b>MEETING DATE: December 8, 2014</b>  <b>AGENDA ITEM NO.: 6. a.</b>
<b>RECOMMENDED ACTION:</b> Information. Receive report.	
<b>SUMMARY AND DISCUSSION:</b>  <p>The October 2014 reports for wastewater treatment operations, collection system operations, and reclamation facilities are attached. Note that Item 4.f. from the Committee meeting agenda (which considered options for management and operation of the District's environmental compliance program, including a proposal from Veolia), is discussed separately in the following item 6.b.</p> <p><b>Wastewater Treatment Facility</b></p> <p>Novato Treatment Plant (NTP) water quality performance was excellent with all parameters well within effluent standards. There were no NPDES violations. The Recycled Water Facility produced 5.54 MG of recycled water in October. Safety performance was excellent with another accident-free month for a total of 1,611 accident-free days at the end of October. Routine maintenance activities were performed at the NTP and the Ignacio Transfer Pump Station (ITPS). The September 2014 Discharge Monitoring Report (DMR) and Electronic Self-Monitoring Report (e-SMR) were submitted on October 20, 2014.</p> <p><b>Odor Control and Landscaping</b></p> <p>Staff obtained a quote to top-off the media in the large odor control bed between primary clarifiers #1 and #2 to balance media depletion in the bed. Following the validation testing by the District's odor consultant Dave McEwen of Brown and Caldwell (B&amp;C), of converting anoxic zones B and C at the aeration basins to aerobic zones became available in August, operations staff continued work to tweak the air flow input to the converted anoxic zones in the aeration basins to find the optimum operating range(s) where odor causing compounds can be oxidized. Also, another of Mr. McEwen's odor control recommendations, i.e. adding an oxidizing agent, sodium hypochlorite, to the influent flow continued. Staff also staked out areas in the Northwest portion of the plant site to receive additional plantings.</p> <p><b>Collection System and Pump Stations</b></p> <p>Staff cleaned a total of 59,982 ft of sewer lines. Staff also televised 11,282 ft of sewer lines with the CCTV truck, hand televised 268 ft with the Push Cam, and conducted 297 lift station inspections.</p> <p><u>Safety:</u> No lost time accidents in October 2014 for a total of 1,325 accident-free days.</p> <p><u>Standard and Emergency Operating Procedures (SOPs &amp; EOPs):</u> No SOPs were generated in October, but the Pump Stations EOPs were finalized.</p> <p><u>Sanitary Sewer Overflows (SSOs):</u> There was one (1) minor Category III SSO in October 2014, with an estimated discharge volume of 5 gallons, from an intermittent, low volume event. This SSO is discussed in detail in the Collection System report (see Item 5.a.) of the attached Wastewater Operations Agenda package.</p> <p><b>Reclamation Facility</b></p> <p>The rancher continued to work on routine parcel maintenance. A total of 59.70 MG of recycled water was applied to the irrigation pastures in October. Work was completed to empty the sludge lagoons. Approximately 3.5 MG of sludge, and 3,930 cubic yards of excavated solids from the sludge lagoons was transferred into the Dedicated Land Disposal (DLD) site.</p>	
<b>DEPT.MGR.:</b> JB (Veolia), SRK, TMO	<b>MANAGER-ENGINEER:</b> SSK



November 7, 2014

Mr. Sandeep Karkal  
Manager - Engineer  
Novato Sanitary District  
500 Davidson Street  
Novato, CA 94545

**Subject: Veolia Water Operations Report – October 2014**

Dear Mr. Karkal:

I am pleased to provide the Monthly Operation Report for October 2014.

As always, please give me a call at 707-208-4491 should you have any questions.

Best regards,

A handwritten signature in blue ink, appearing to read "John Bailey".

John Bailey  
Project Manager, Veolia



**MONTHLY OPERATIONS REPORT**  
**October 2014**

Prepared for

**NOVATO SANITARY DISTRICT (NSD)**  
**WASTEWATER TREATMENT PLANT**  
**500 Davidson Street**  
**Novato, CA 94545**

Prepared by

**Veolia Water West Operating Services, Inc. (VWWOS)**

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## TREATMENT PLANT PERFORMANCE SUMMARY: October 2014:

## Bay Discharge – NPDES Limits

Parameter	Value		Limit	
	Ave	Max	#1	#2
Flow, MGD (monthly ave/max)	3.32	3.87	N/A	N/A
Max Peak Hour, MGD – 10/15/14, 0930 Hours	N/A	~7.00	N/A	N/A
Influent BOD <sub>5</sub> , lb/day (month ave/max)	8,060	9,263	N/A	N/A
Influent TSS, lb/day (monthly ave/max)	10,612	14,056	N/A	N/A
Effluent BOD <sub>5</sub> , mg/L (monthly ave/weekly max)	<7	12	15	30
Effluent TSS, mg/L (monthly ave/weekly max)	<5	7	10	20
Effluent BOD <sub>5</sub> - % Removal, Minimum	98	N/A	85	N/A
Effluent TSS - % Removal, Minimum	99	N/A	85	N/A
Ammonia, mg/L – (monthly ave/daily max)	0.22	0.57	6	21
pH, su (min / max)	6.9	7.1	6.5	8.5
Enterococcus, mpn (30 day geo mean)	2.4	N/A	35	N/A
Fecal Coliform, mpn (30 day median)	8	N/A	140	N/A
Fecal Coliform, mpn (90 <sup>th</sup> percentile)	23	N/A	430	N/A
Total Coliform, mpn (5 Sample Median / Max)	N/A	N/A	240	10,000
<b>Total Permit Exceedances (NPDES)</b>	0			

NA – Not Applicable

Discussion of Violations / Excursions: NONE

## Title 22 - Recycled Water Production and Quality

Description	Units	Value	Limit
Volume Produced	Million Gallons	5.54	N/A
Average Turbidity	NTU	1.2	2.0
Turbidity > 5 NTU (in 24 hour)	Minutes	7	72
Minimum CT (disinfection)	ml-min/L	<450	450
Minimum Dissolved Oxygen (DO)	mg/L	7.2	1.0
Maximum Total Coliform	mpn/100 ml	<2	2

Total Rainfall. – 1.11 inches

Daily Max 10/15 – 0.45 inches

**SAFETY AND TRAINING:**

- Monthly plant safety inspections for Novato WWTP and Ignacio Pump Station completed
- Five Minute Tailgate training is held daily with all staff.
- No safety incidents for the month of October
- Accident Free: 6/1/10 – 10/31/14: 1,611 days / 73,462 hours
- Monthly Safety Topic and Training – 1<sup>st</sup> Aid/CPR/AED Certification
- Updated Material Safety Data Sheets (SDS)

**OPERATIONS & MAINTENANCE STATUS / REVIEW:****Key events for the period:****Novato**

- Switched to Bay Discharge – 10/1/14
- Routine rounds, readings and maintenance
- UV - tightened connections & continuity testing
- Performed annual inspection and service on filter screen channel #1
- Bulk diesel fuel tank - replaced supply & return lines, primed wet weather pumps, cleaned probes and fuel in tank, replaced anti siphon valve
- Replaced HVAC compressor in blower room
- Performed 36,000 hour service on blowers 1 & 2
- Replaced VFD cooling fan on influent pump #5
- Replaced hypochlorite tank drain valve
- Replaced high pressure water pump and motor – GBT #1
- Repaired gas leak on boiler piping

**Equipment Out of Service – Due to Planned Servicing, Maintenance, or Replacement**

- Primary Clarifier #1 (not needed at current flows)
- Secondary Clarifier #2 (not needed at current flows)
- Aeration Basins 1 & 3 (not needed at current flows)

**Ignacio Transfer Pump Station**

- Routine rounds, readings and maintenance
- Re-installed rebuilt channel grinder
- Assisted collections with line pigging

**Equipment Out of Service – Due to Planned Servicing, Maintenance, or Replacement**

- None

**Recycled Water Plant (RWP)**

- Performed plant rounds and maintenance

**Equipment Out of Service – Due to Planned Servicing, Maintenance, or Replacement**

- None

**Sludge Lagoons**

- Performed routine rounds and inspection
- Flushed Digested Sludge Line and Decant Return Line
- Cleaned struvite from telescoping valves

**ADMINISTRATION:**

- September Electronic Self Monitoring Report submitted on October 20, 2014
- September DMR and Semi Annual Report submitted on October 20, 2014

**ODORS:**

- Jerome Meter (H2S) readings performed in neighborhood and within treatment plant.

**MISCELLANEOUS**

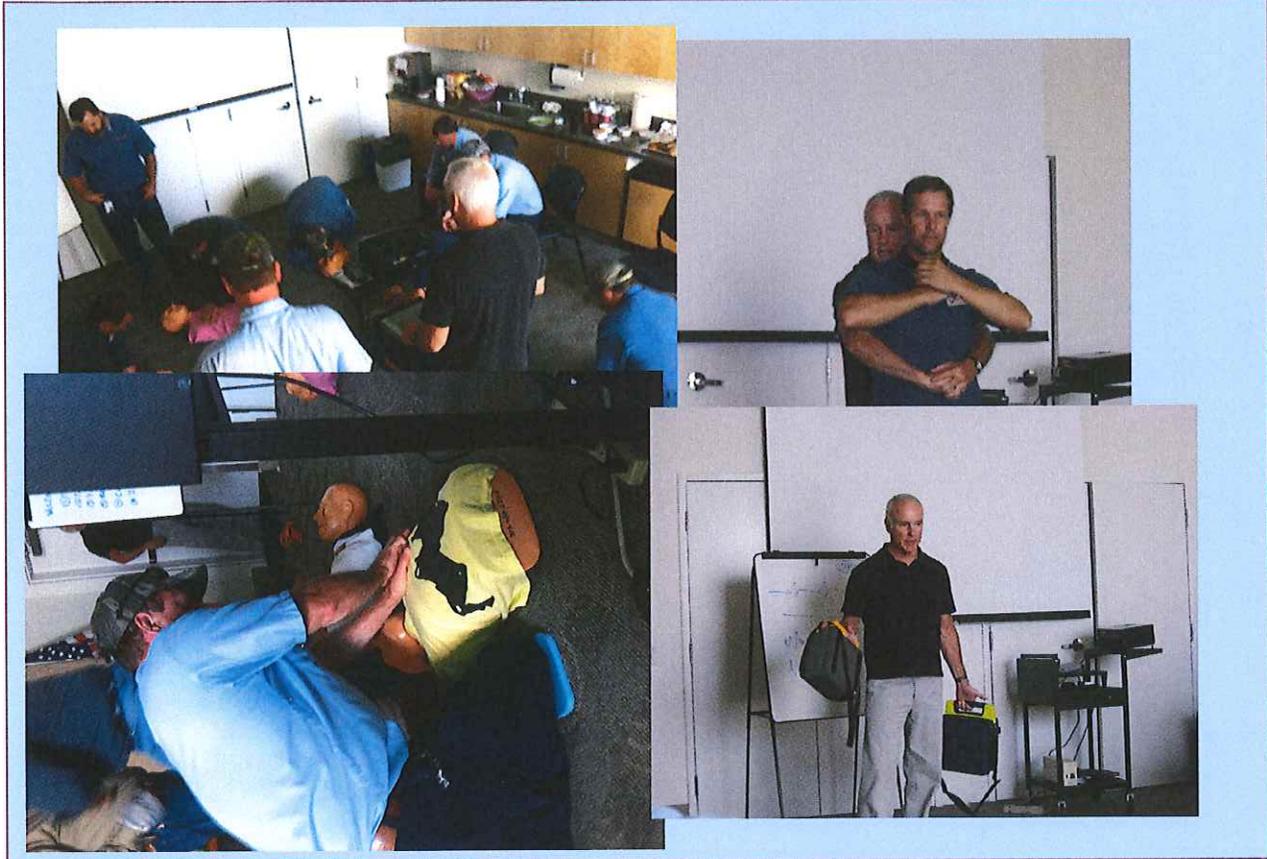
- Process Control Management Plan (PCMP) meetings held weekly.
- PCMP Audit – Internal
- Criticality Presentation to NSD Board

**Veolia Support Staff On/Off Site (Various Times)**

John O'Hare	Technical Support
Ed Dix	Technical Support
Melissa Demsky, P.E.	Director of Asset Management, West
Robert "Dave" Coffman	Asset Manager, West

## SAFETY TRAINING – CPR AED CERTIFICATION

October Safety Training included bi-annual CPR and AED training and certification.



**Top Left** – Hands-on CPR.

**Top Right** – Brian Exberger Heimlich Manuever

**Bottom Left** – Ralph Loveless Chest Compressions

**Bottom Right** – Instructor, Ted Williams, demonstrates two types of AED units

GREAT SHAKEOUT – ANNUAL EARTHQUAKE DRILL  
OCTOBER 16, 2014



Top Left – Christian Williams, Duck Cover Hold

Top Right – Brian Exberger, Duck Cover Hold

Bottom Left – Inventory Emergency Supplies

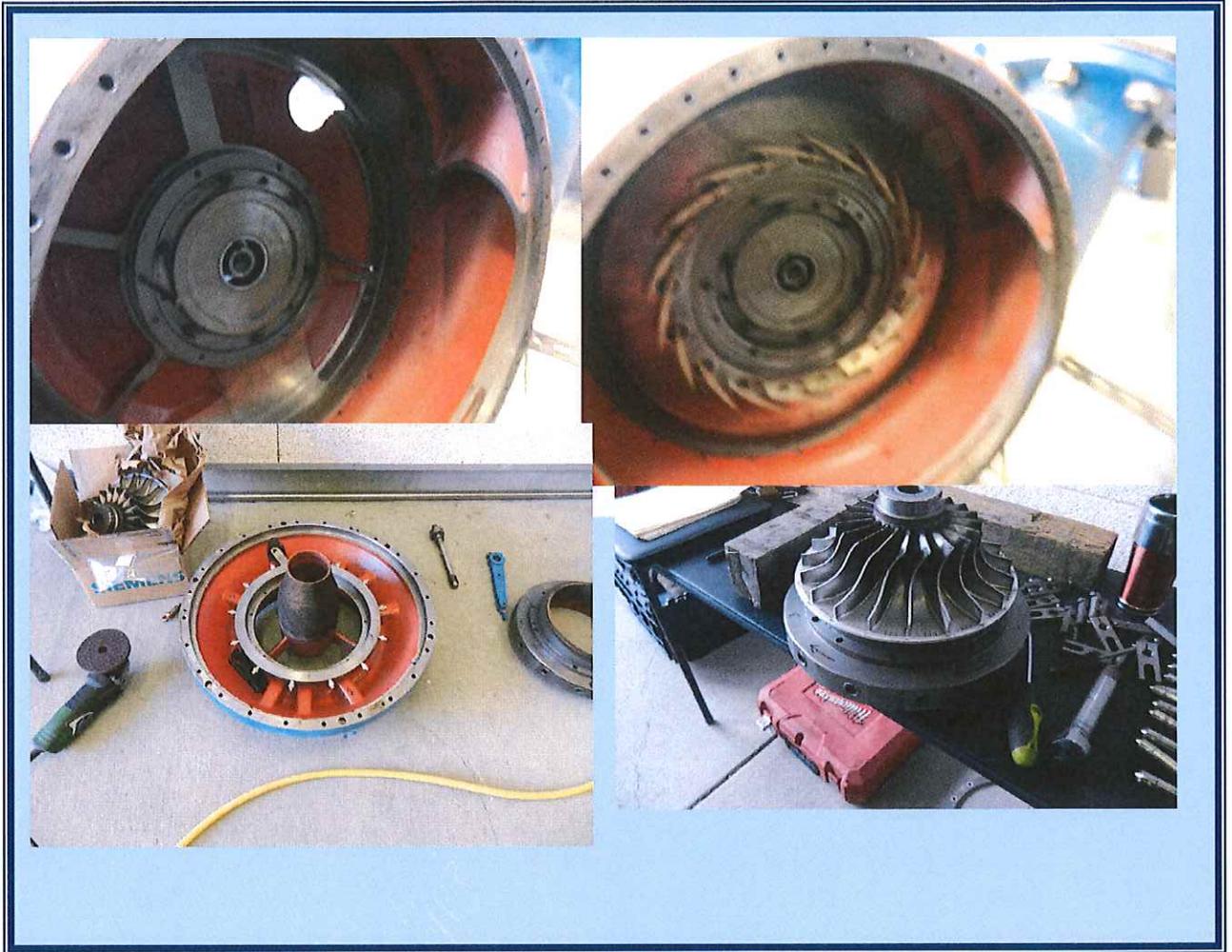
Bottom Right – Brian Exberger Simulates Shutoff of Natural Gas

## REMOVAL AND CLEANING TELESCOPIC VALVE AT SLUDGE LAGOONS



- Top Left – Struvite Buildup in Telescoping Valve Receiver
- Top Right – Telescoping Valve Removed Ready for Cleaning
- Bottom Left – Buildup in Telescoping Valve
- Bottom Right – Cleaned Telescoping Valve

## TURBLEX BLOWER - 36,000 HOUR LEVEL ONE INSPECTION



Complete disassembly of Turblex Blowers (1 & 2)  
Blowers were found to be in excellent condition

Novato Sanitary District  
BOD/TSS Report



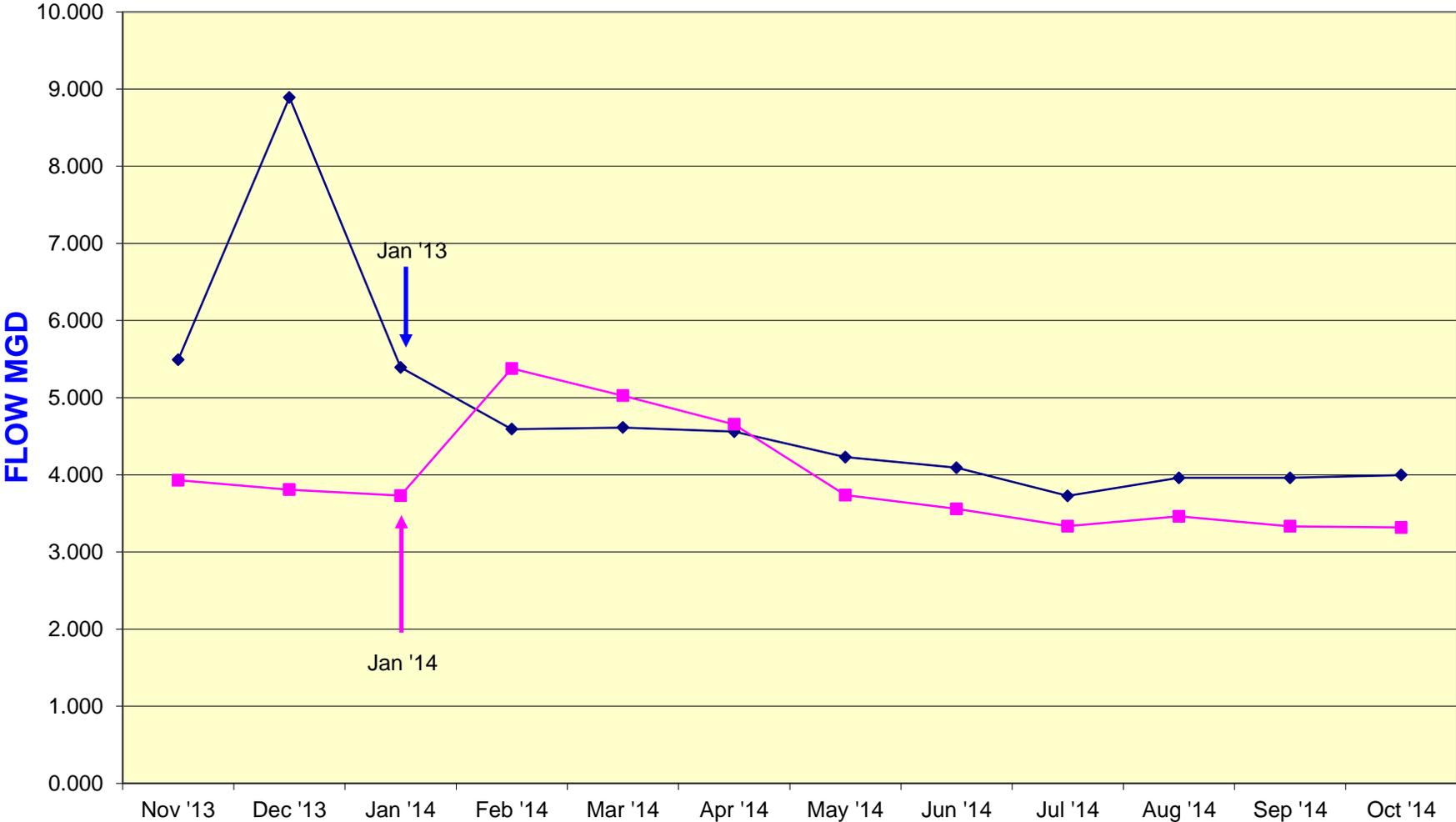
October, 2014

Date	Flow MGD	Influent				Effluent				BOD % Removal PERCENT	TSS % Removal PERCENT
		BOD		TSS		BOD		TSS			
		mg/l	lb/d	mg/l	lb/d	mg/l	lb/d	mg/l	lb/d		
10/01/14	3.54	288	8,503	370	10,924	6	177	<2	<59	97.9	99.5
10/02/14	3.17	267	7,059	384	10,152	7	185	2	53	97.4	99.5
10/03/14	2.80	315	7,356	384	8,967	9	210	3	70	97.1	99.2
10/04/14	3.04										
10/05/14	3.25										
10/06/14	3.18	296	7,850	530	14,056	6	159	5	133	98.0	99.1
10/07/14	2.98										
10/08/14	3.22	319	8,567	408	10,957	<5	<134	3	81	98.4	99.3
10/09/14	3.08										
10/10/14	2.99	296	7,381	344	8,578	6	150	14	349	98.0	95.9
10/11/14	3.14										
10/12/14	3.49										
10/13/14	3.72	206	6,391	249	7,725	<5	<155	7	217	97.6	97.2
10/14/14	3.44										
10/15/14	3.87	262	8,456	340	10,974	7	226	5	161	97.3	98.5
10/16/14	3.68										
10/17/14	3.46	321	9,263	413	11,918	16	462	<3	<87	95.0	99.3
10/18/14	3.60										
10/19/14	3.64	237	7,195	345	10,473	<5	<152	<3	<91	97.9	99.1
10/20/14	3.33										
10/21/14	3.13	343	8,954	422	11,016	6	157	6	157	98.3	98.6
10/22/14	3.20										
10/23/14	3.30	272	7,486	379	10,431	5	138	4	110	98.2	98.9
10/24/14	3.16										
10/25/14	3.32										
10/26/14	3.31										
10/27/14	3.64	285	8,652	387	11,748	<5	<152	5	152	98.2	98.7
10/28/14	3.41										
10/29/14	3.17	275	7,270	357	9,438	<5	<132	4	106	98.2	98.9
10/30/14	3.03										
10/31/14	3.51	309	9,045	404	11,826	<5	<146	5	146	98.4	98.8
<b>Weekly Averages</b>											
10/04/14	Week 1	290	7,639	379	10,014	7	191	2	61		
10/11/14	Week 2	304	7,933	427	11,197	6	148	7	187		
10/18/14	Week 3	263	8,037	334	10,206	9	281	5	155		
10/25/14	Week 4	284	7,878	382	10,640	5	149	4	119		
	Week 5										
<b>Monthly</b>											
Minimum	2.80	206	6,391	249	7,725	<5	<132	<2	53	95	96
Maximum	3.87	343	9,263	530	14,056	16	462	14	349	98	99
Total	102.80										
Average	3.32	286	7,962	381	10,612	<7	<182	<5	<131	98	99



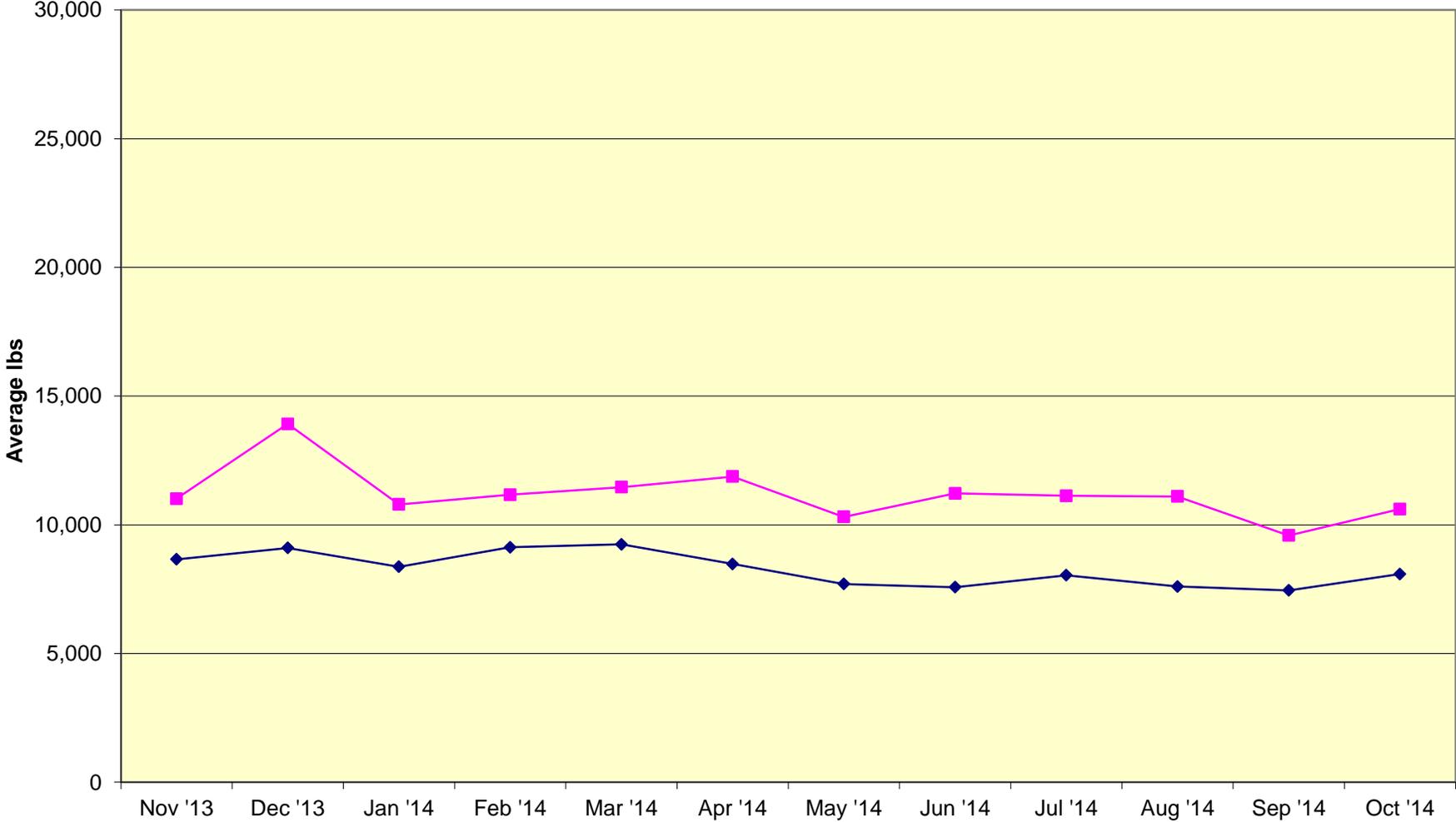
# FLOW COMPARISON

—◆— 2012 / 13    —■— 2013 / 14



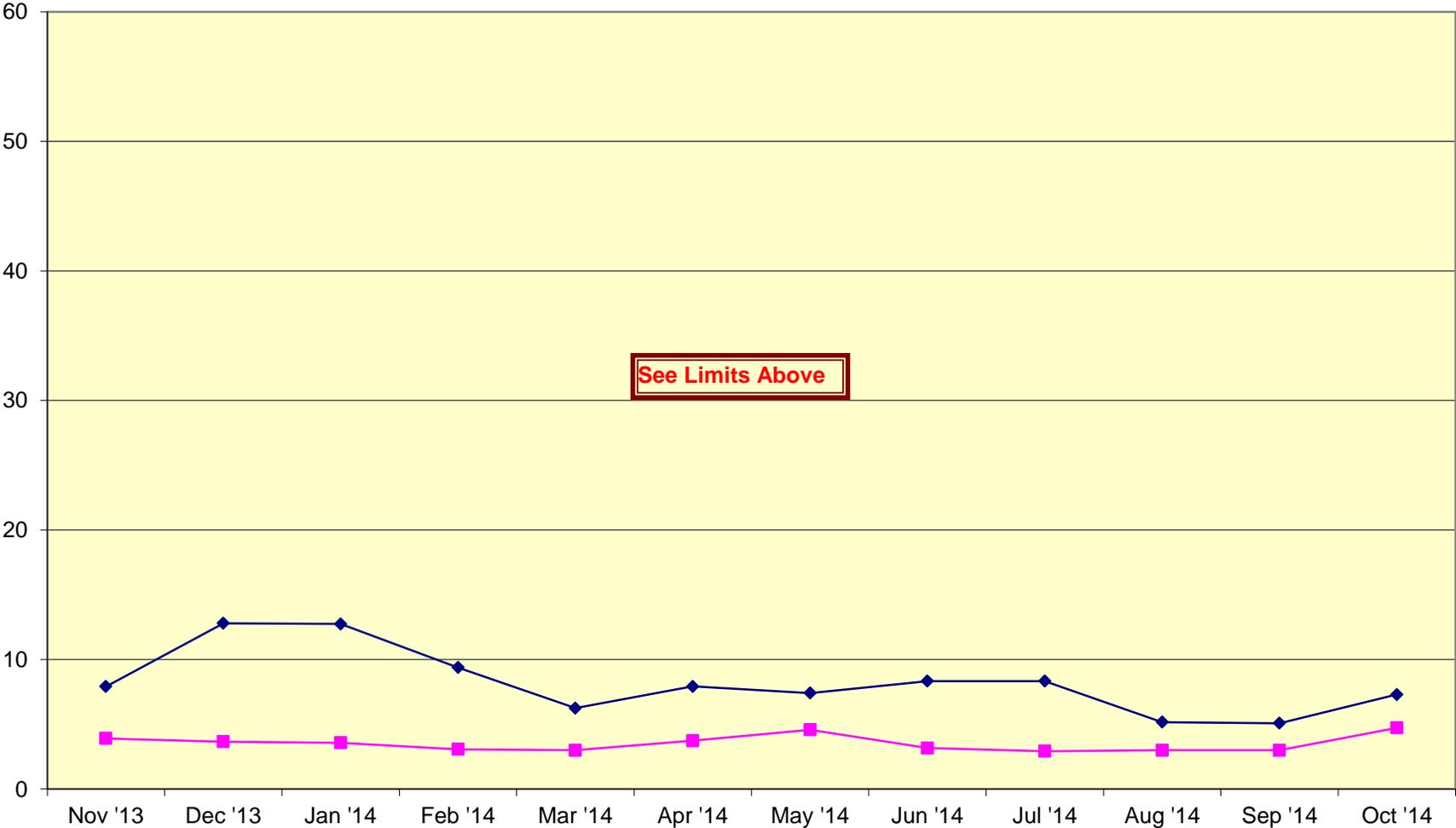
### Influent Load BOD / TSS lbs

◆ BOD lbs    ■ TSS lbs



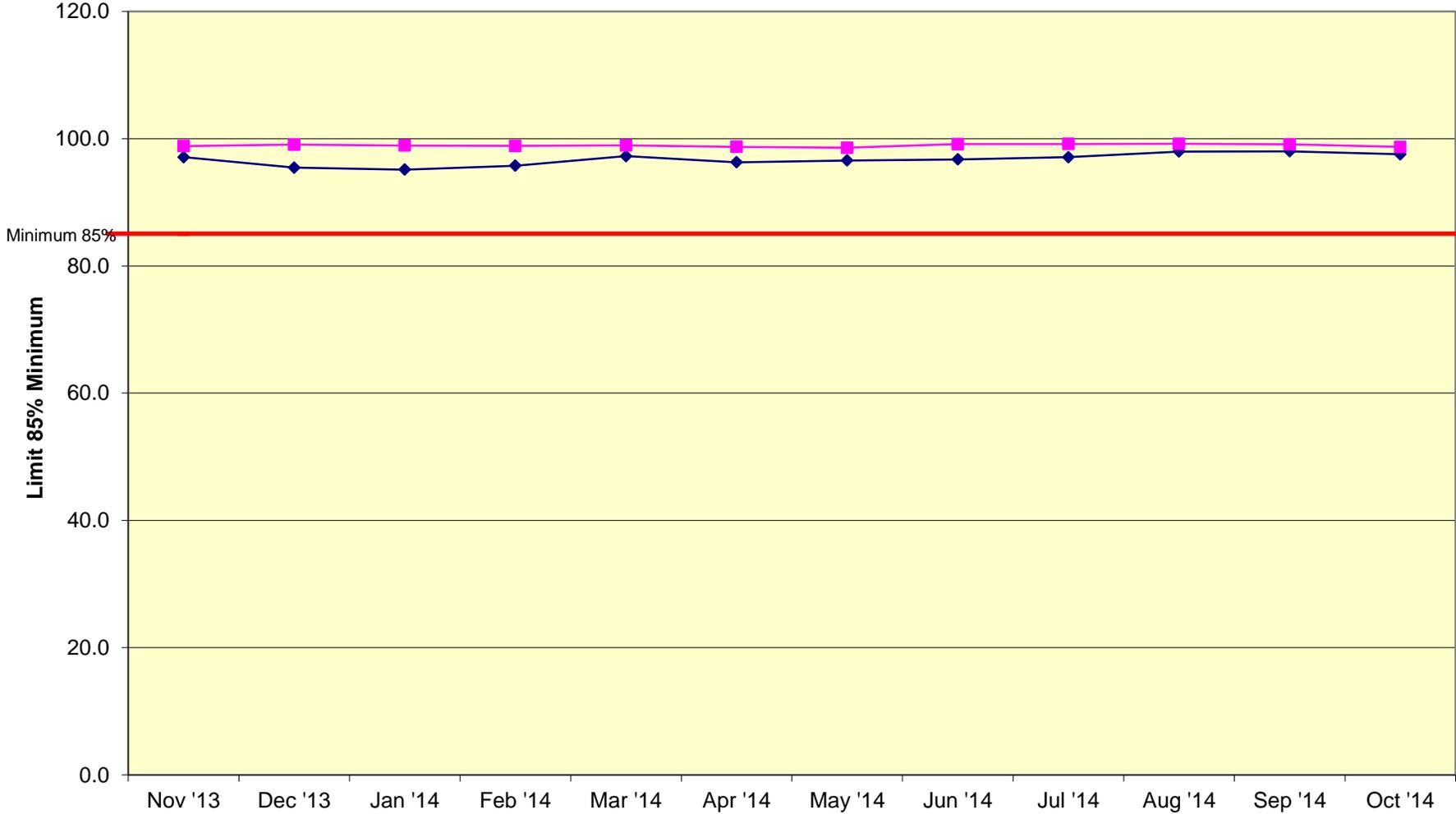
# Effluent BOD / TSS Concentration

NPDES LIMITS WET SEASON  
BOD & TSS - 30 mg/L Monthly Ave, 45 mg/L Weekly Ave  
NPDES LIMITS DRY SEASON  
BOD - 15 mg/L Monthly Ave, 30 mg/L Weekly Ave  
TSS - 10 mg/L Monthly Ave, 20 mg/L Weekly Ave  
WDR (Waste Discharge Requirements) RECLAMATION  
BOD - 40 mg/L



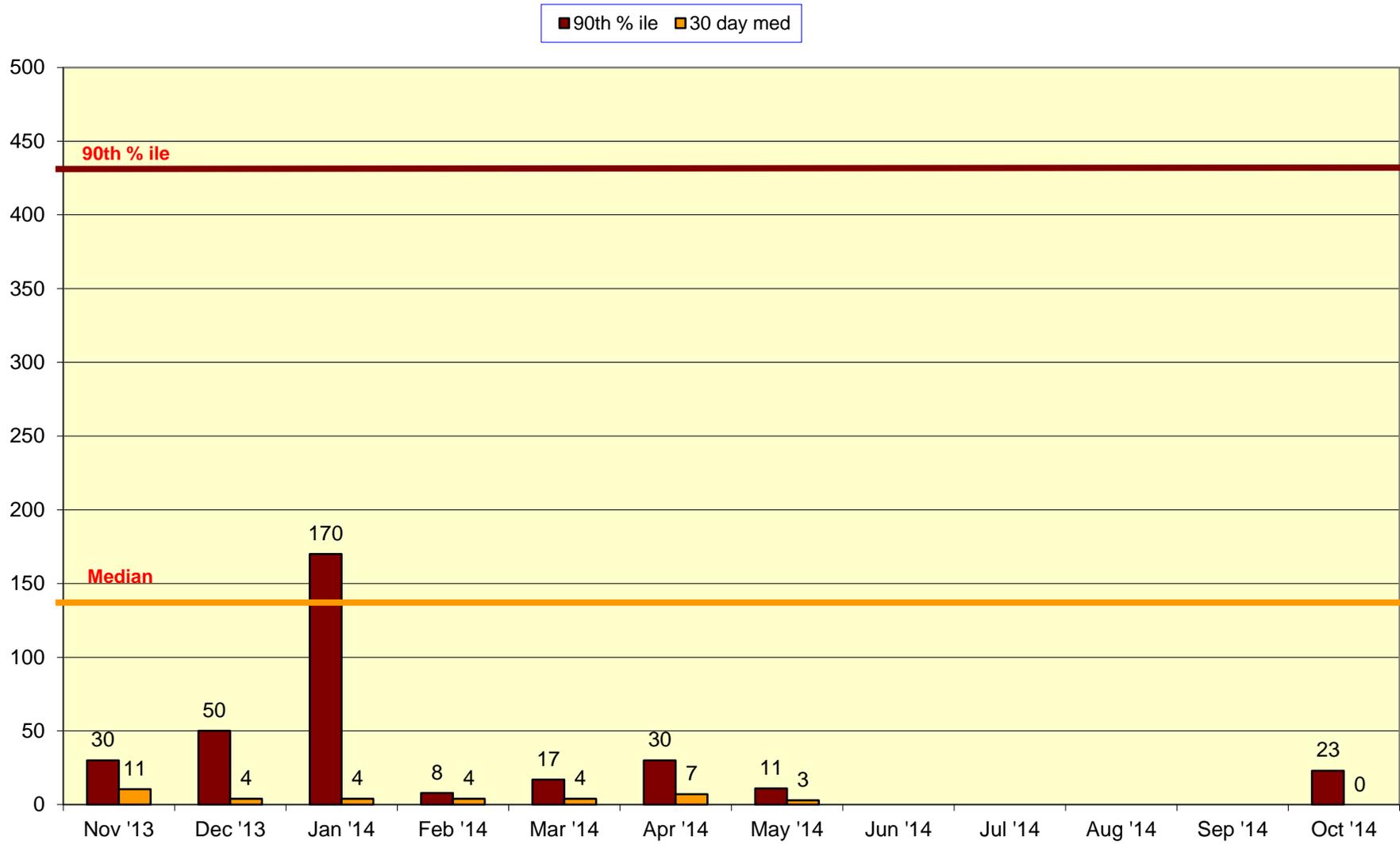
# BOD / TSS Percent Removal

◆ BOD    ■ TSS



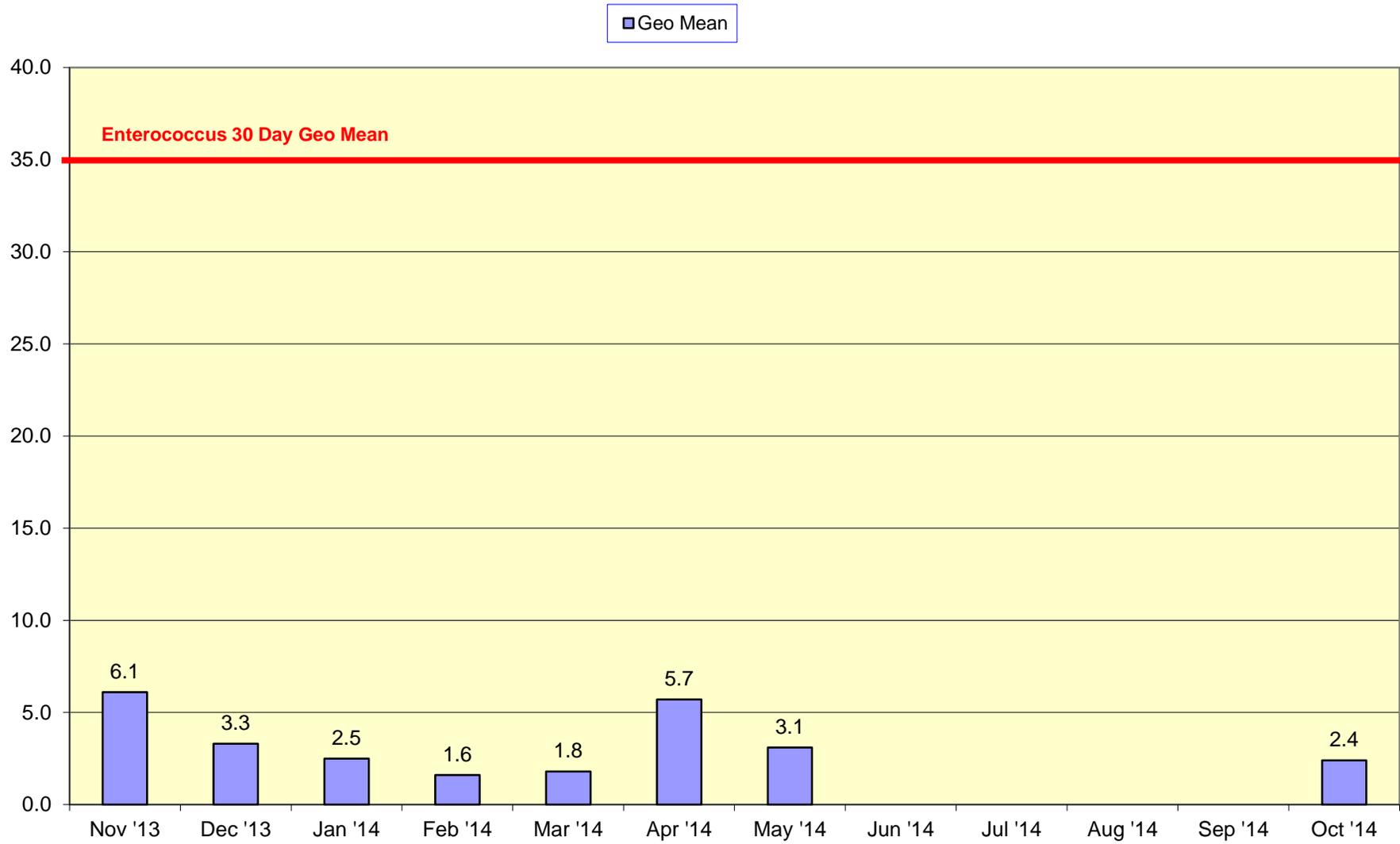
# Disinfection

LIMITS - NPDES  
Fecal 140 mpn monthly median  
Fecal 430 mpn 90th percentile 30 day



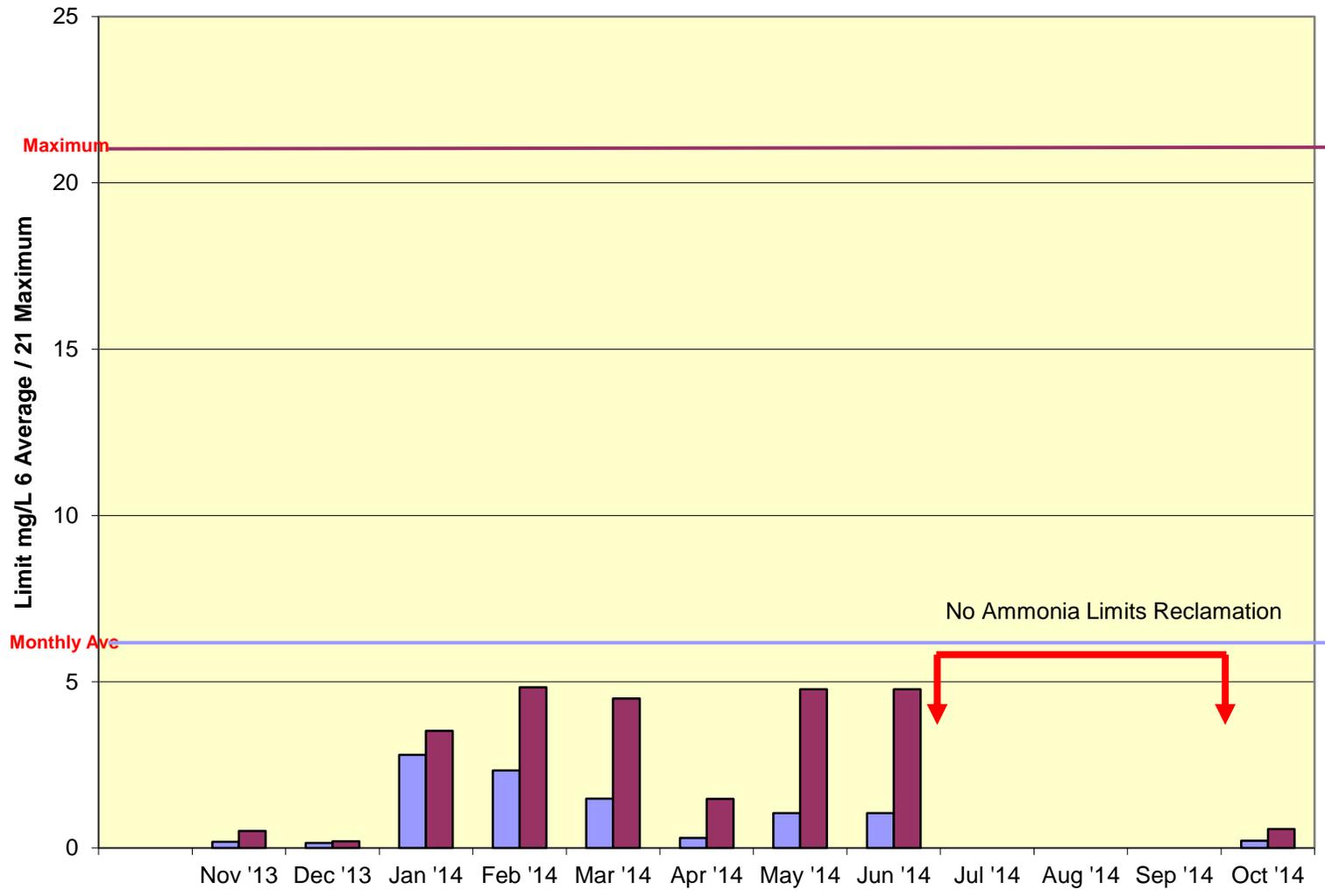
# Disinfection

LIMITS - NPDES  
Entero 30 day geo mean 35 mpn /100ml



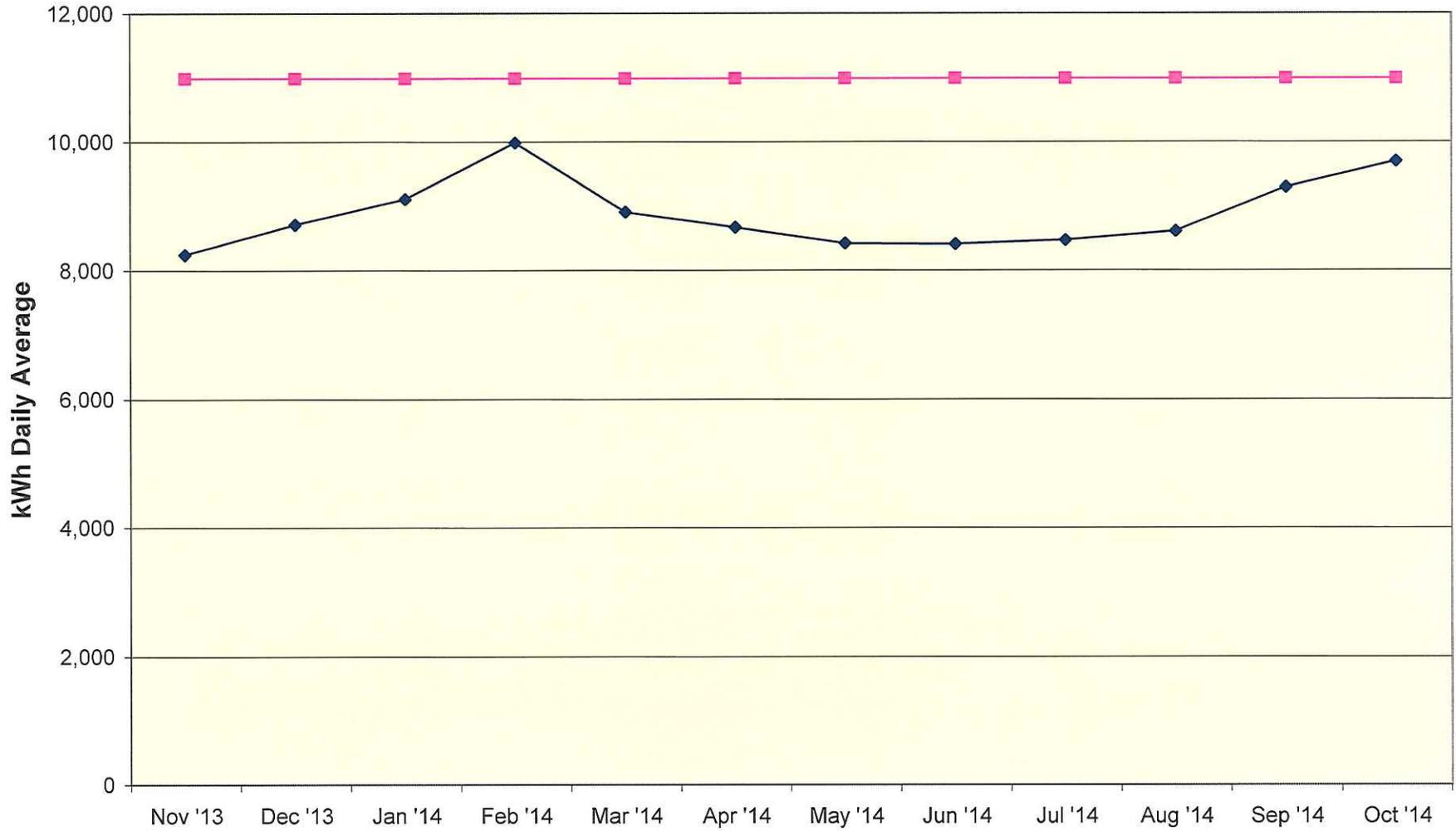
# Effluent Ammonia

Average Maximum

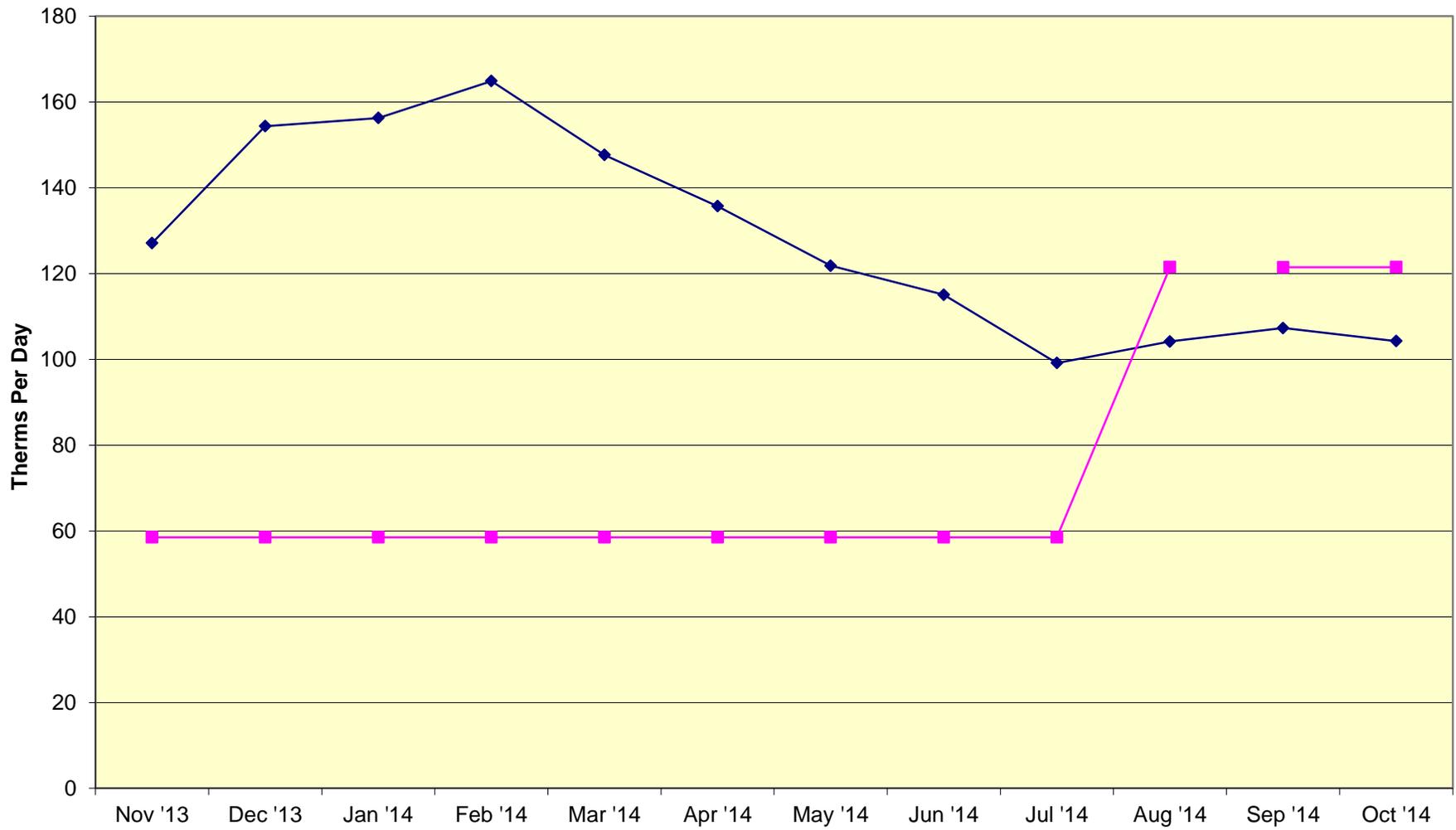


# Energy kWh

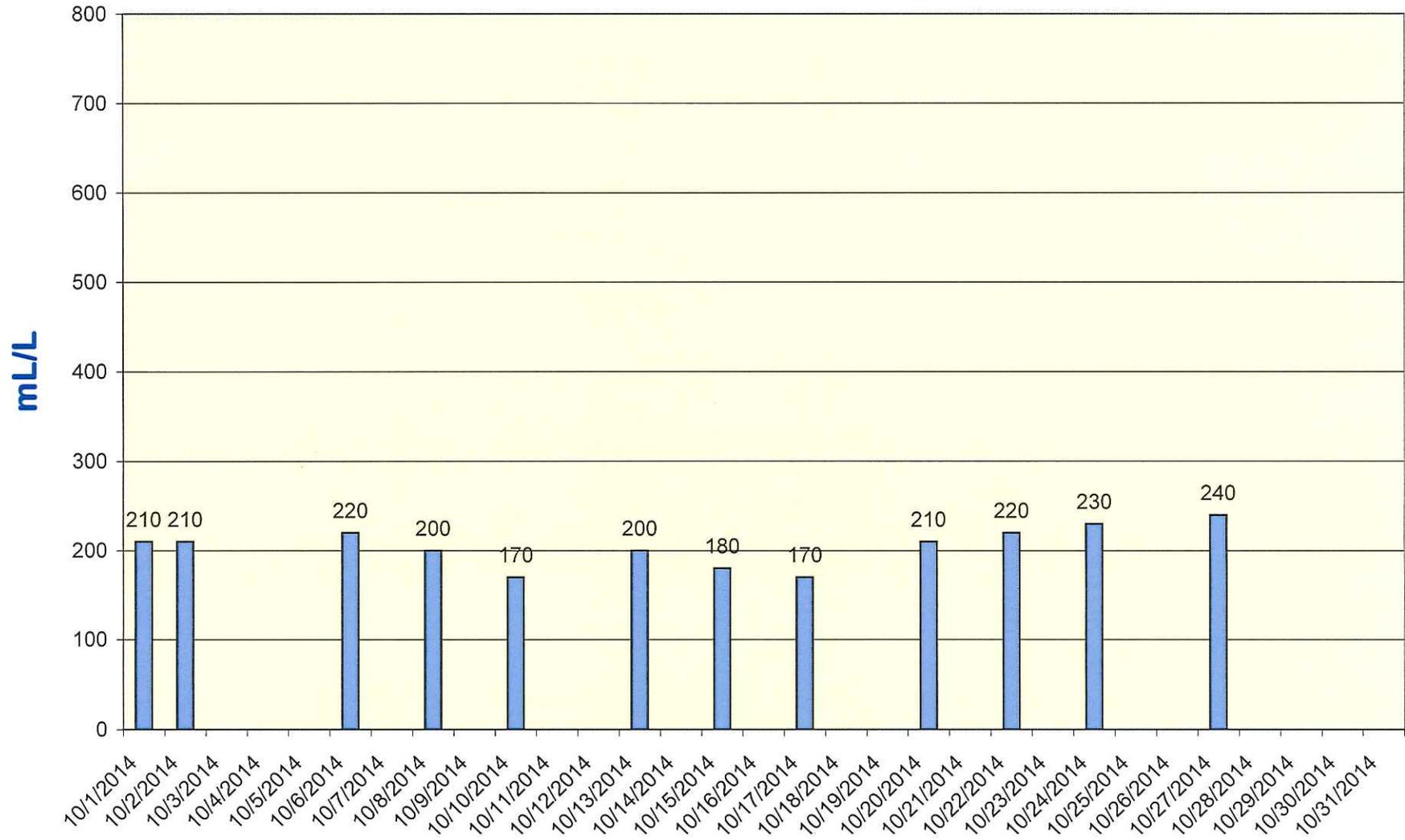
—◆— kWh —■— Cap



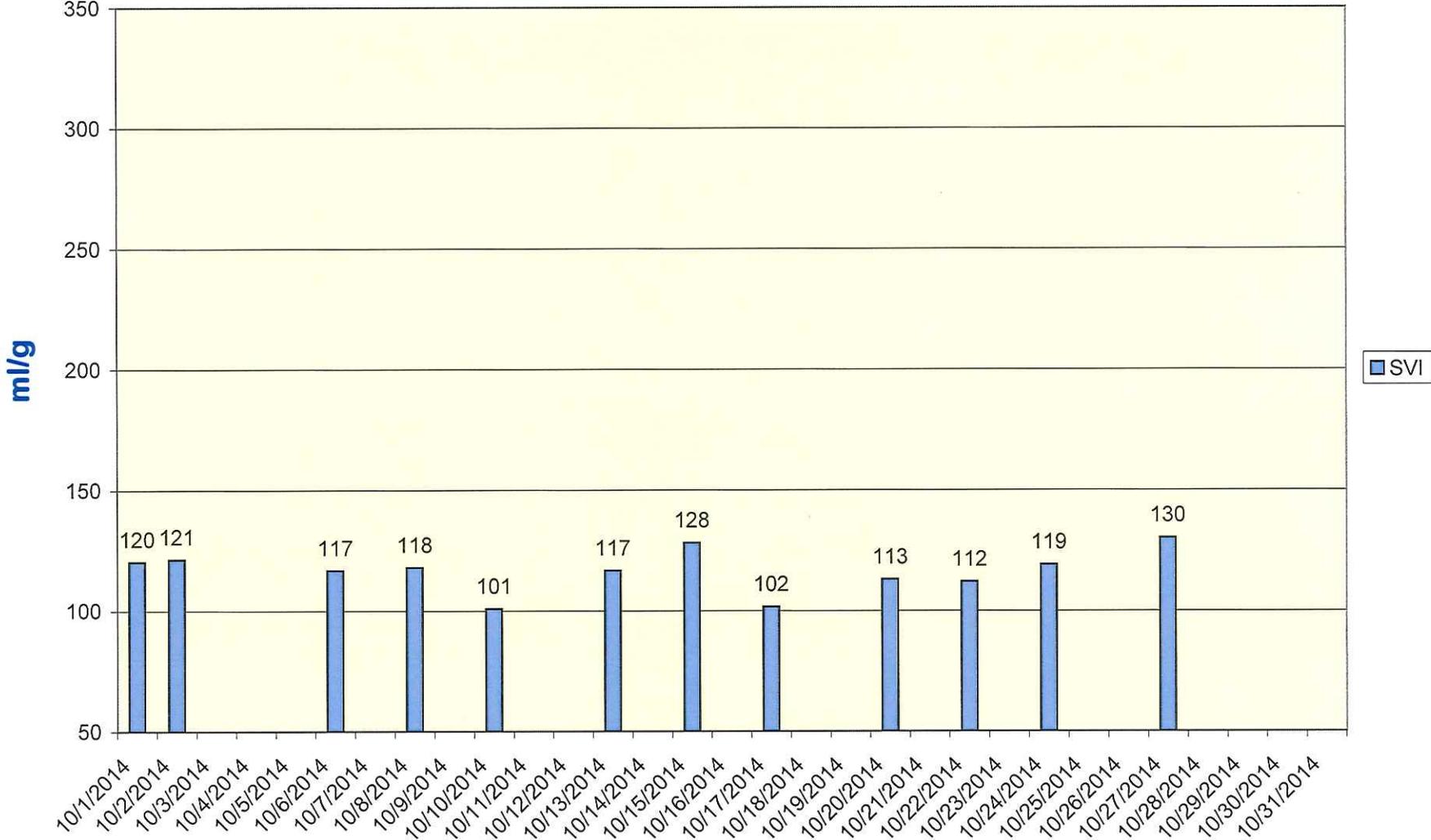
### Natural Gas Use



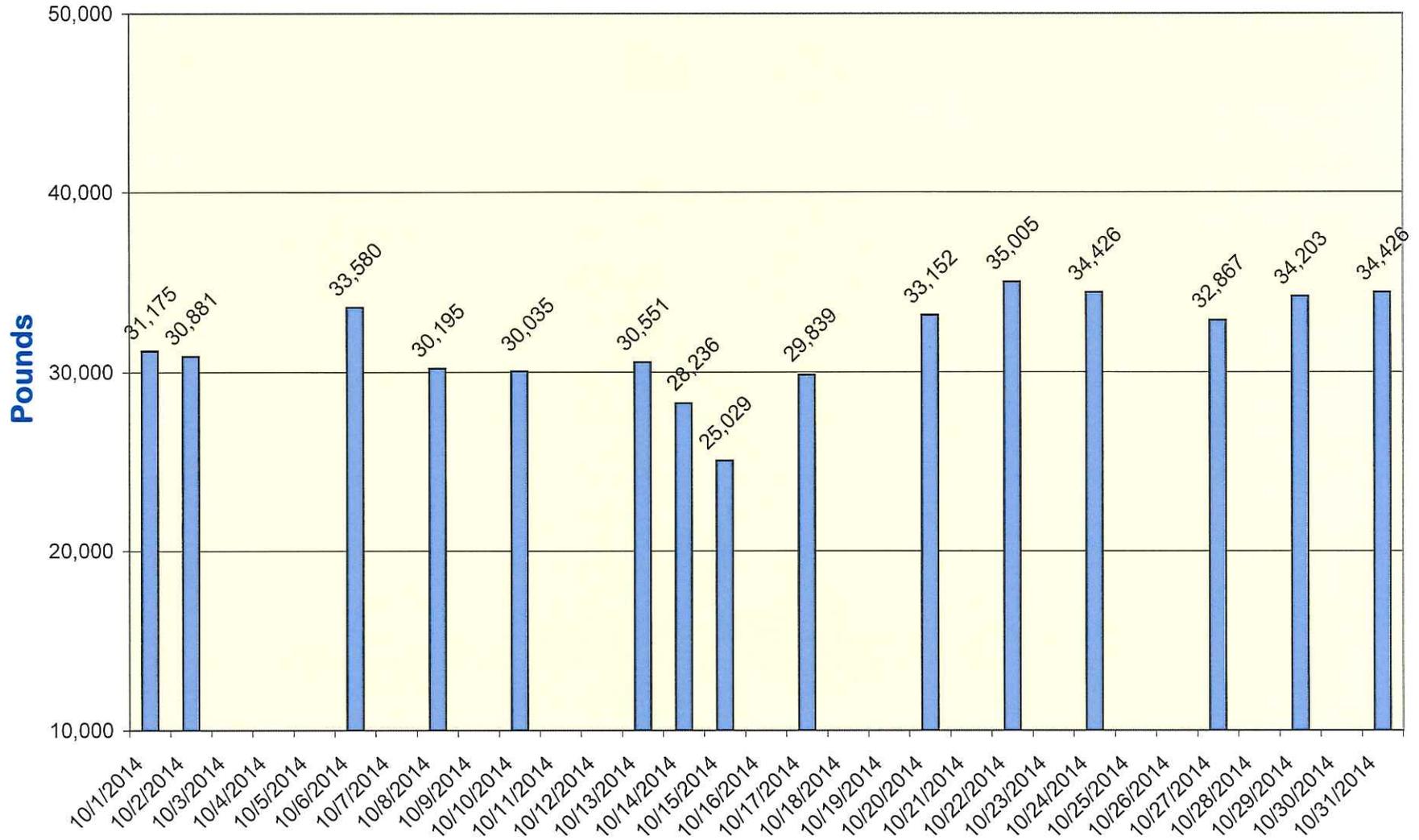
# Settleability



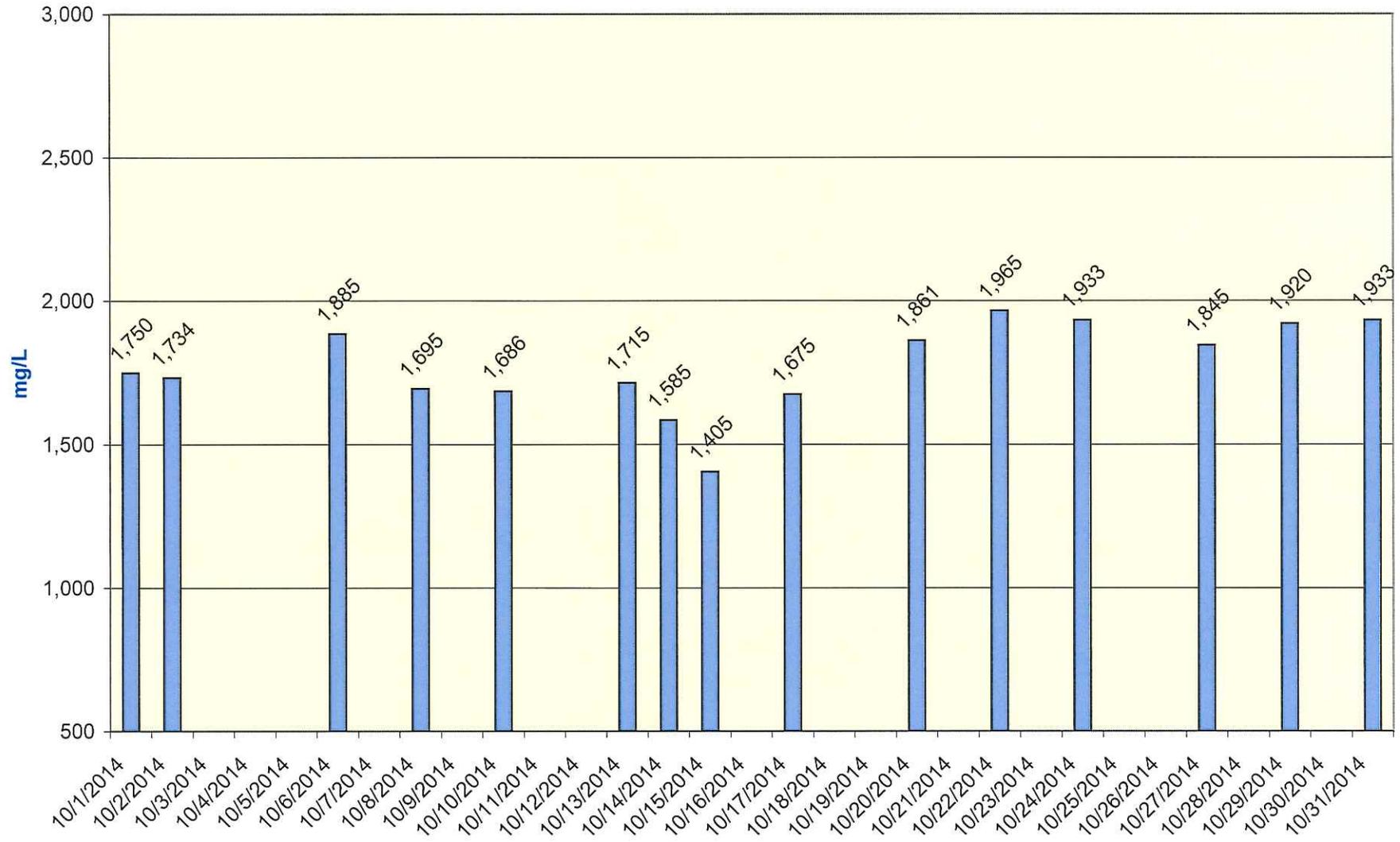
# Sludge Volume Index



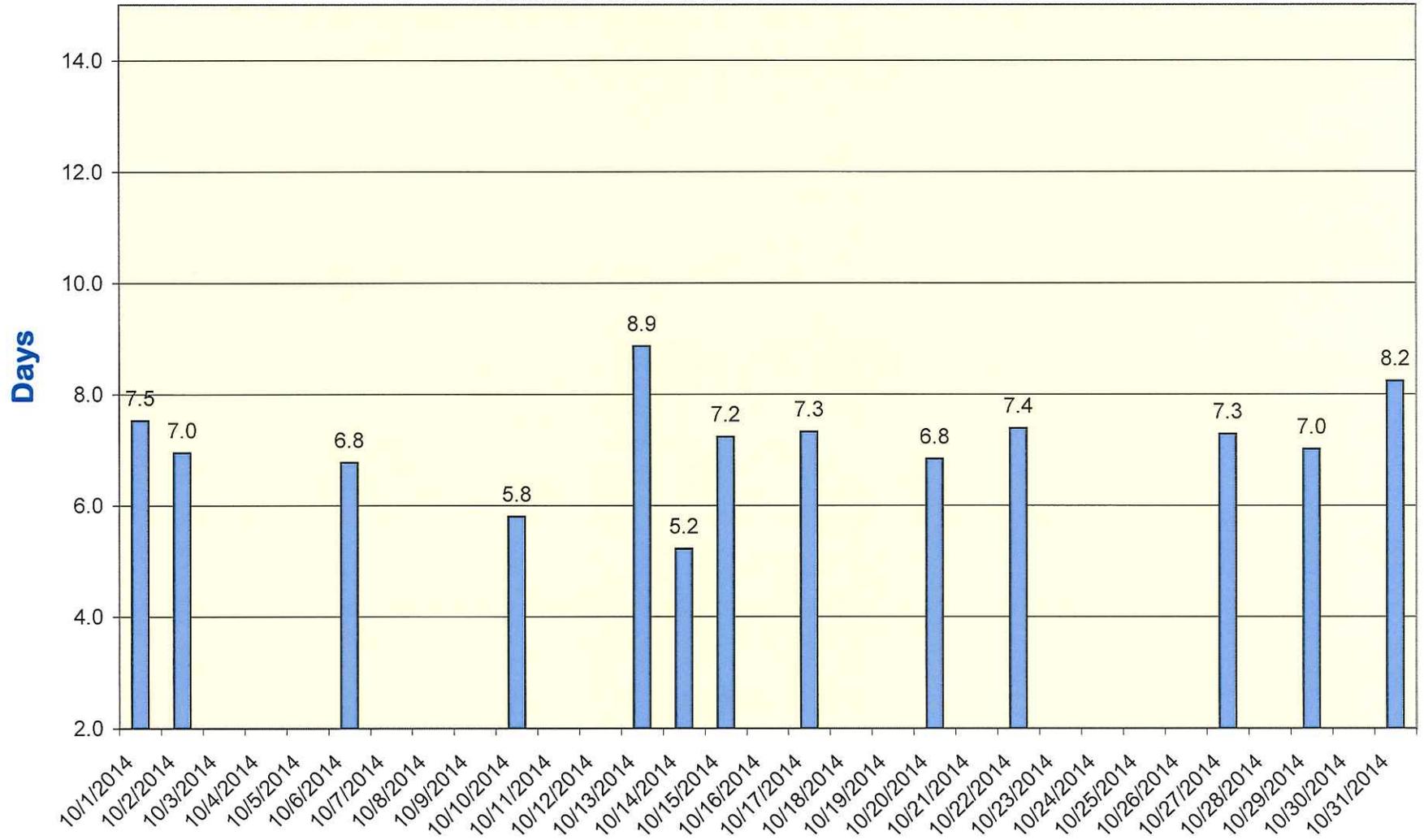
# MLSS Inventory



### MLSS Concentration



## Mean Cell Residence Time

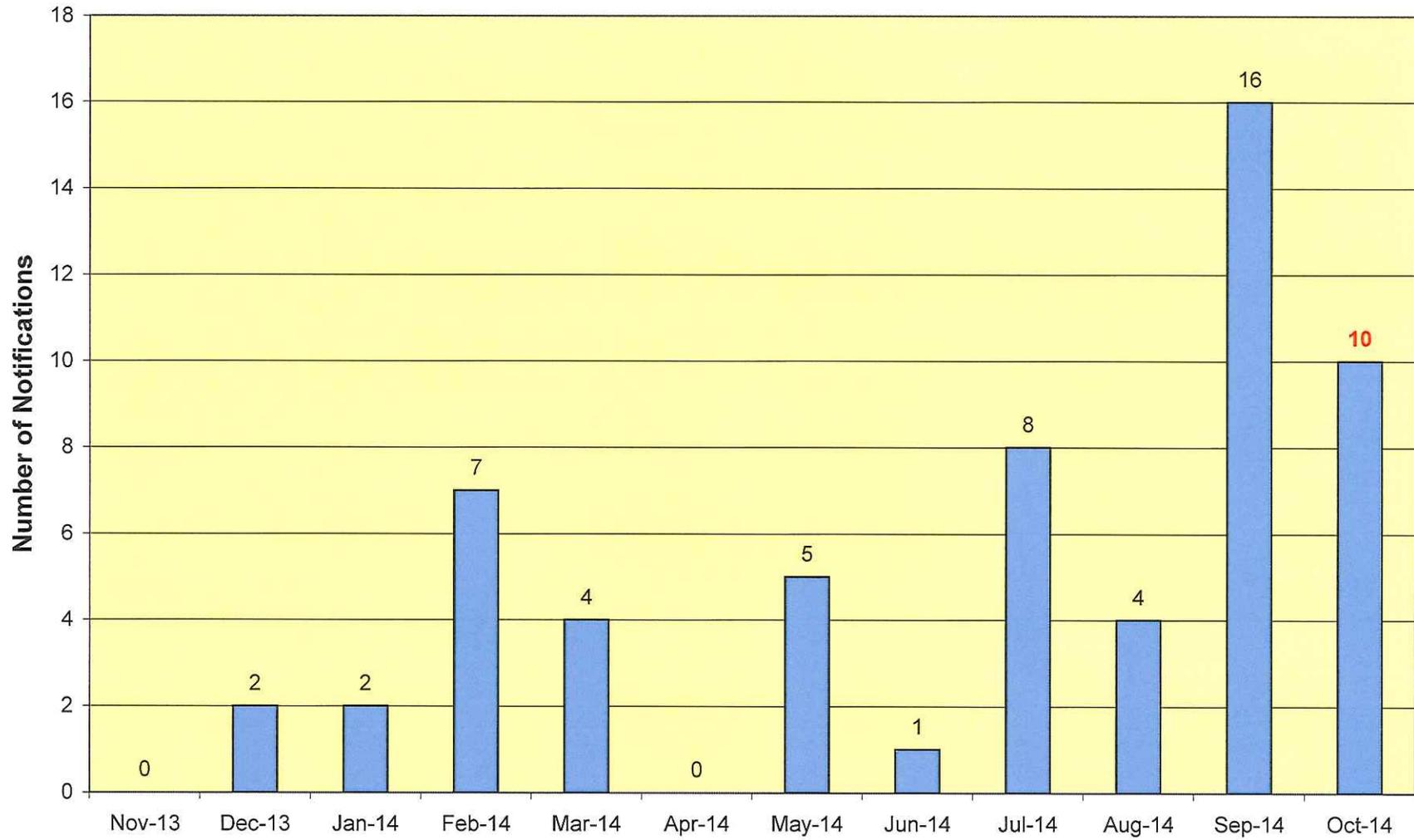


## Process Control Data

	Influent Flow	Settleability	MLSS Concentration	MLSS Inventory	F:M Ratio	MCRT	SVI
10/1/2014	3.54	210	1,750	31,175	0.24	7.5	120
10/2/2014	3.17	210	1,734	30,881	0.22	7.0	121
10/3/2014	2.80						
10/4/2014	3.04						
10/5/2014	3.25						
10/6/2014	3.18	220	1,885	33,580	0.21	6.8	117
10/7/2014	2.98						
10/8/2014	3.22	200	1,695	30,195	0.21		118
10/9/2014	3.08						
10/10/2014	2.99	170	1,686	30,035	0.19	5.8	101
10/11/2014	3.14						
10/12/2014	3.49						
10/13/2014	3.72	200	1,715	30,551		8.9	117
10/14/2014	3.44		1,585	28,236		5.2	
10/15/2014	3.87	180	1,405	25,029	0.32	7.2	128
10/16/2014	3.68						
10/17/2014	3.46	170	1,675	29,839	0.23	7.3	102
10/18/2014	3.60						
10/19/2014	3.64						
10/20/2014	3.33	210	1,861	33,152		6.8	113
10/21/2014	3.13						
10/22/2014	3.20	220	1,965	35,005		7.4	112
10/23/2014	3.30						
10/24/2014	3.16	230	1,933	34,426			119
10/25/2014	3.32						
10/26/2014	3.31						
10/27/2014	3.64	240	1,845	32,867	0.18	7.3	130
10/28/2014	3.41						
10/29/2014	3.17		1,920	34,203		7.0	
10/30/2014	3.03						
10/31/2014	3.51		1,933	34,426		8.2	
Minimum	2.80	170.00	1,405.00	25,029	0.18	5.2	101
Maximum	3.87	240	1,965	35,005	0.32	8.9	130
Total	96.26	2,460	24,653	439,174	1.82	84.2	1,398
Average	3.32	205	1,761	31,370	0.23	7.0	117

## Complaints / Contacts Received

Several emails referenced numerous days of odors. These were logged as one at this time.



**WORK ORDER STATISTICS**

**October 1, 2014 - October 31, 2014**

	<b>Open Work Orders Due Prior to 10/1/14</b>	<b>Open Work Orders 10/1/14 - 10/31/14</b>	<b>Total Open Work Orders</b>
Preventative	4	507	511
Corrective	5	35	40
Total	9	542	551

	<b>Closed Work Orders 10/1/14 - 10/31/14</b>
Preventative	505
Corrective	29
Total	534

<b>Total Outstanding Work Orders as of November 1, 2014</b>	<b>17</b>
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**NOVATO SANITARY DISTRICT**  
**Wastewater Operations Committee Meeting**  
**Odor Control and Landscaping Report**  
**October 2014**

**Background:**

The District continues to work on odor control and landscaping on an ongoing basis, specifically in the Lea Drive neighborhood, and at the northeast portion of the Novato Treatment Plant (NTP) site. As mentioned in prior reports, the District has already invested significant amounts beyond the substantial investment for odor control and landscaping from the original WWTP Upgrade Project. These additional costs have included operational changes, measures related to further odor control measures, noise abatement, visual screening, wind shielding, and daily monitoring.

**Odor control:**

In October, it was found that media in the large odor control bed between primary clarifiers #1 & #2 was breaking down, and the breakdown was resulting in potential odor release from the media decomposition and/or breakthrough. While staff initially obtained quotes to replace the media in its entirety, it was recognized that the timeline (with wet weather and the holiday season coming up) may not be conducive to completing the entire replacement in a timely and effective fashion. Therefore, staff also obtained a quote to top-off the bed in November to account for the depleted media, with the concept that complete media replacement would occur next spring.

Also, as discussed in last month's report, operations staff continues work on tweaking the air flow input to the converted anoxic zones in the aeration basins to find the optimum operating range(s) where odor causing compounds can be oxidized. This follows from the validation testing that was conducted by Dave McEwen of Brown and Caldwell (B&C), the District's odor consultant.

Also, another of Mr. McEwen's odor control recommendations, i.e. adding an oxidizing agent, sodium hypochlorite, to the influent flow continues as needed, and while the results are good anecdotally, staff continues to monitor performance.

**Landscaping:**

There was only light landscaping activity in October, but staff continues to work with the District's landscaping contractor Cagwin and Dorward (C&D), on vegetation at the District's fence-line on Lea Drive and at the northeast corner area of the NTP. In October, staff also staked out areas in the Northwest portion of the plant site for locations to receive additional plantings. It is anticipated that all of the redwood trees currently in boxes along the western boundary of the plant site will be transplanted to this area in November, depending on weather, with some trees also being transplanted to the uphill area north of the primary clarifiers.

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## Sandeep Karkal

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**From:** Brant Miller <bikeflyer@comcast.net>  
**Sent:** Tuesday, November 11, 2014 10:38 AM  
**To:** Sandeep Karkal  
**Subject:** Ops Comm Meeting Preparation

Sandeep -

With the neighbor concern over H<sub>2</sub>S odor now on our agenda for next Monday, it would be very helpful to me to renew and expand my limited knowledge of plant front-end odor control.

I would like to re-visit the Headworks. It would probably help to understand the neighbor's concerns if John Bailey could participate in the visit. If the Brown Act permits, you might consider inviting Jerry (or the visit could occur during the first part of an extended Ops Comm meeting, complete with neighbor participation if that is a good idea).

I would like to have a good look at the sealing of the various components of the Headworks, especially the screens. I would like to understand how the current odor control systems work in that area. I believe that the adjacent building is included in the odor control system, but I do not know whether the enclosed areas of the main flow paths are connected to the building (they must be to some extent) or have any other connection to the odor control system.

I would like to see the pressure sensors used to monitor the odor control system effectiveness and would like to visit the fan station and follow the vapor piping to its treatment bed. (The frequency and nature of operating involvement with the odor control system is not part of the monthly report. Should it be?)

I would like to know how often components of the Headworks are opened and why. Is there a routine operating need to open them or have they required corrective maintenance, or???

While we are considering plant front-end odors, I'd like to know whether the deep well (middle of plant, where sewage first enters the plant) is connected to the odor control system. Also, are there any manholes associated with incoming lines located on plant property. If so, how frequently are they opened.

I'd like your (and John Bailey's) thoughts on what, other than just leakage at the screens and in that area, might be the source of H<sub>2</sub>S odor and why it seems to have recently increased. If the odor is consequence of the odor control beds having deteriorated, that we should fix that and adjust operations to prevent a recurrence.

If plant design drawings will help to understand the relevant systems, perhaps we could look at them too.

I'm available this afternoon, Wednesday after 3:00pm, Thursday except mid-day (although I hear rain if forecast for Thursday), all day Friday, and Monday morning. (I'm also available Saturday except 11 - 2:30 and all day Sunday.) My best guess is that the visit will take a couple of hours.

Please let me know what day and time works for you.

Thanks

Brant

# NOVATO SANITARY DISTRICT WASTERWATER OPERATIONS COMMITTEE AGENDA ITEM SUMMARY

<b>TITLE: Wastewater Treatment Facilities – Environmental Compliance Services</b>	<b>MEETING DATE: November 17, 2014</b>  <b>AGENDA ITEM NO.: 4.f.</b>
<b>RECOMMENDED ACTION: Review presented materials, including a proposal from Veolia Water to provide environmental compliance services, consider options, and provide direction to staff.</b>	
<b>SUMMARY AND DISCUSSION:</b>  <p>The District’s Environmental Services department is tasked with managing the District’s Laboratory functions, its Pretreatment Program, and portions of its Pollution Prevention Program and its Public Education Program. The District’s historical staffing for the department has included an Environmental Services Supervisor (ESS), and two Environmental Compliance Analysts (ECA). The current staffing for the department includes an ESS, an ECA, and additional part-time staffing from the North Marin Water District (primarily a part-time Lab Analyst), with the remaining workload being distributed amongst other District staff.</p> <p>The ESS position is currently vacant as the most recent ESS left to take up employment with another agency. Since then, the District has retained an experienced contract employee in an interim role. The staffing situation now has added urgency as the District’s current ECA has indicated that he will retire at year end, which would leave the District with no permanent full-time staff in the department.</p> <p>Also, the District has historically lacked success in attracting a critical mass of viable candidates for these positions during previous hiring processes. If the District were to try to hire its own staff, it is expected that this would occur again, especially given the short-time frame available. Staff also considered an option for neighboring agencies to provide staffing on a long term basis. Preliminary discussions indicated that even if these agencies were willing to take on the task, they would not be able to provide the required level of services with their existing staff structures, nor bring comparable levels of knowledge and expertise to the District, especially to the critical Pretreatment Program area.</p> <p>Consequently, staff asked Veolia Water to provide a proposal for Veolia to provide management and operation of the District’s environmental compliance program. Their proposal along with a detailed scope of services and annual cost estimate is attached as Item 4.f.1. The work would be performed under Sections 8.1(3) and 8.2 of the current Contract Service Agreement. A copy of these sections is attached as Item 4.f.2. Finally, the District’s actual and estimated laboratory/environmental services costs for the period from FY2008-09 through FY2015-16 is attached as Item 4.f.3.</p> <p>At this time, staff suggests that the Committee consider the following options and provide direction to staff: (1) Review the proposal from Veolia and recommend it for award by the District Board at the next Board meeting, or (2) Make a recommendation to the District Board at its next meeting for staff to begin the hiring process for the vacant positions.</p>	
<b>ALTERNATIVES: See above.</b>	
<b>DEPT. MGR.:</b>	<b>MANAGER-ENGINEER:</b>



November 13, 2014

Mr. Sandeep Karkal, Manager-Engineer  
Novato Sanitary District  
500 Davidson Street  
Novato, California 94945

Subject: **Proposal for Operation of Laboratory and Pretreatment Programs**

Dear Mr. Karkal:

This document and attachments represent a proposal by **Veolia Water West Operating Services, Inc. (Veolia)** for on-going laboratory and pretreatment programs services. The Contract Service Agreement for *Operation and Management of Wastewater Facilities (Agreement)* dated March 18, 2014 between Veolia and the Novato Sanitary District (DISTRICT or NSD) allows for additional services under Section 8.1(3).

**Description of Services:**

Veolia proposes to assume functional responsibility for management and operation of the NSD laboratory, pretreatment, pollution prevention, and public education programs as well as associated reporting and record keeping. This is a labor only agreement; material supplies, consumables, hardware, equipment maintenance and replacement, contract laboratory services, etc. are not included in the base fee.

A detailed scope of services is included in Attachment A.

**Compensation:**

The initial cost and adjustment schedule is included in Attachment B.

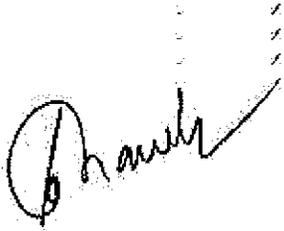
Veolia's price to perform the scope of work described above is predicated on the following

assumptions:

1. The term of the proposal will coincide with the existing Agreement through June 2021.
2. The Agreement's general terms and conditions will remain as they are.

Veolia is pleased to provide this proposal and we look forward to our continued partnership. In the meantime, should you have any questions concerning its content or require additional information, feel free to contact John Bailey at (415) 892-1694.

Sincerely,

A handwritten signature in black ink, appearing to read "Sachin Chawla", with a stylized flourish extending from the end.

Sachin Chawla  
Vice President of Operations  
Municipal and Commercial Business Line  
Veolia North America

**Novato Sanitary District**

Laboratory and Environmental Services  
Agreement

**ATTACHMENT A**

**SCOPE OF SERVICES**

Specific tasks included in the scope of services are:

**Item 1.0 – General Responsibilities**

**1.1** – VEOLIA shall implement and maintain the laboratory and pretreatment programs as defined in 40 CFR Part 122, 136, 403, and 503.

**1.2** – VEOLIA shall assist in the development of the budget; monitor expenditures; advise appropriate program personnel on budget matters; requisition chemicals, equipment, maintenance, and other supplies.

**1.3** – VEOLIA shall develop, implement, and perform the laboratory and pretreatment procedures and guidelines to ensure compliance with applicable federal, state, and local regulations pertaining to water, wastewater, storm water, biosolids, and industrial waste.

**1.4** – VEOLIA shall provide technical and functional supervision to the Laboratory/Pretreatment Technician.

**1.5** – VEOLIA shall attend regulatory agency and environmental committee meetings and training to support and represent the DISTRICT's needs and goals.

**1.6** - Incidentals Budget- The DISTRICT currently and will continue to budget for all laboratory and pretreatment materials, supplies, contracts, maintenance and replacement of equipment, buildings,

## ATTACHMENT A

and structures.

**1.7** - The DISTRICT shall continue to budget all laboratory, biosolids, storm water, pretreatment, pollution prevention, and industrial waste for analysis, materials, supplies, contracts, maintenance and replacement of equipment.

### **Item 2.0 – Laboratory Management**

**2.1** – VEOLIA shall maintain the California Environmental Laboratory Accreditation Program (ELAP). This program provides evaluation and accreditation of environmental testing laboratories to ensure the quality of analytical data used for regulatory purposes. ELAP accredited laboratories have demonstrated capability to analyze environmental samples using approved methods.

**2.1** – VEOLIA staff shall develop schedules and methods for performing assigned duties, including sampling and analytical activities for monitoring wastewater plant operations, effluent, non-domestic discharges, WDR, NPDES, and other related activities. Function as project manager for work performed by outside, contract, and commercial laboratories. Schedule, evaluate, interpret, and appropriately apply sampling and analytical work performed by such outside, contract, and commercial laboratories.

**2.2** – VEOLIA staff will ensure compliance with various reporting requirements; maintain State Department of Public Health laboratory certification for a variety of physical, chemical, biochemical and bacteriological analyses.

**2.3** – VEOLIA shall collect, perform and/or contract the laboratory service in alignment with the DISTRICT's policies and procedures for the biological, chemical, and physical tests and analyses in both field and laboratory settings for water, wastewater, storm water, biosolids, and industrial waste, residuals, including the operation of current and future laboratory equipment; maintaining and cleaning laboratory equipment; implementing laboratory testing procedures as required by federal and/or state regulations; interpreting test results; and working in conjunction with the reuse water and wastewater treatment staff to effect necessary changes in plant operations.

**2.4** – VEOLIA understands that we are responsible for and agrees to conduct in-house laboratory

## ATTACHMENT A

testing to support the current ELAP certification. Attachment D Item 7 provides the reference to the DISTRICT's Certificate No. 1092, Expiration Date: 01/31/2016, Effective Date: 02/01/2014 which is the basis for this analysis.

### **Item 3.0 – Pretreatment Program Management**

**3.1** – VEOLIA will conduct on-site visits and inspections of non-domestic waste generators; review non-domestic waste discharge permit applications, prepare permits, monitor compliance with permits, prepare enforcement actions as necessary, and monitor compliance with such actions.

**3.2** - VEOLIA shall develop, implement, and perform the procedures and guidelines for the DISTRICT's Pretreatment Program as provided in 40 CFR Part 403; including inspecting commercial and industrial facilities for compliance with all applicable federal, state, and local standards and laws; and responding to complaints regarding industrial waste dischargers. This includes the review of ground water discharge permits.

**3.3** - VEOLIA shall develop, implement, and perform the duties related to industrial waste discharge and sewer use ordinance, including preparing and issuing permits; inspecting and monitoring commercial and industrial facilities to ensure compliance with all applicable federal, state, and local statutes and guidelines; maintaining an updated commercial and industrial wastewater survey discharge permit file; and preparing periodic reports on the effects of commercial and industrial discharges into the DISTRICT's wastewater treatment system.

**3.4** - VEOLIA shall assist in the review and revision of the DISTRICT's Local Limits.

**3.5** - VEOLIA shall prepare Pretreatment Permits, Notices of Violation, Administrative Orders, and Compliance Schedules for the DISTRICT's signature for new and existing industrial users and special discharges.

**3.6** – VEOLIA will assist with the DISTRICT's pollution prevention fats, oils and greases (FOG) program.

## ATTACHMENT A

### **Item 4.0 – Data Management, Recordkeeping, and Reporting**

**4.1** - VEOLIA shall coordinate the maintenance of work records and documents; prepare, maintain and validate statistical and analytical reports for the DISTRICT, regional, state, and federal agencies; represent the DISTRICT during inspections of the laboratory, the pretreatment program, and any other related audits and inspections.

**4.2** - VEOLIA shall maintain the laboratory Quality Assurance Program in accordance with US EPA and Environmental Laboratory Assurance Program (ELAP), and maintains minimum certification of the facility as an Environmental Monitoring Laboratory. This includes updating the Quality Assurance Manual and Standard Operating Procedures.

**4.3** - VEOLIA shall perform the duties to compose, compile, track, and analyze information and data relating to the environmental programs and compliance. Management and oversight duties, including compiling information and preparing a variety of records and reports related to regulatory monitoring requirements; creating, maintaining, and manipulating databases; preparing the laboratory, biosolids, reuse and pretreatment (Were applicable monthly/quarterly/semiannual/annual) reports.

**4.4** – VEOLIA shall collect samples relating to quality assurance and quality control through a third party contracted laboratory. This includes performance testing as required by the NPDES Permit.

**4.5** – VEOLIA shall collect samples for Acute Toxicity, Chronic Toxicity, ELAP Certification and Special Studies. The DISTRICT will continue to budget to this analysis.

### **Item 5.0 – Biosolids Monitoring Program**

**4.1** – VEOLIA shall collect and transfer samples to a contracted laboratory for stabilized biosolids as required in the NPDES Permit and 40 CFR Part 503.

**4.2** – VEOLIA shall consolidate and provide biosolids analytical data to the DISTRICT's consultant to prepare the Annual 40 CFR Part 503 Biosolids Report.

## ATTACHMENT A

### Item 6.0 – Proposed Staffing Plan

#### 6.1 - Current DISTRICT Staffing

**6.1.1** - The DISTRICT currently utilizes one full time Environmental Compliance Supervisor, one full time Environmental Compliance Analyst, and one part time Laboratory Technician from the North Marin Water District (Funded by the DISTRICT and North Marin Water District) . The direction to these staff is provided by the DISTRICT's Manager-Engineer with supporting direction and assistance from VEOLIA management (Project and Assistant Project Managers and Pretreatment Programs Manager) staff. VEOLIA currently works in collaboration with the DISTRICT's staff and is not compensated for this work.

**6.1.2** - The Pretreatment Program is administered by a part time outside contractor that reports to the DISTRICT's Manager-Engineer.

#### 6.2 - Proposed VEOLIA Staffing and Organization

**6.2.1** - The DISTRICT shall transfer all responsibilities and management described above including hire and retention of staff for two positions within the Environmental Compliance Department.

**6.2.2** - Upon retirement of the DISTRICT's Environmental Compliance Analyst, VEOLIA will hire and retain a qualified candidate for this position.

**6.2.3** - VEOLIA shall hire (provides salary, benefits, and employee management) and retain one full time Environmental Compliance Supervisor, one full time Environmental Compliance Analyst.

**6.2.3** - The DISTRICT presently contracts with the North Marin Water District to provide one part time Laboratory Technician (Funded by the DISTRICT and North Marin Water District) to assist with the laboratory program. This program shall continue based on the DISTRICT's goals and objectives for this department.

## ATTACHMENT A

**6.2.4** - The DISTRICT will compensate VEOLIA for the two positions based on a monthly fee included in the annual contract adjustment.

**6.2.5** – VEOLIA shall provide technical support to the VEOLIA staff through its National Pretreatment Programs Manager to provide guidance, training, and measurement of the performance of the programs.

### **Item 7.0 – Public Outreach and Education Program**

**7.1** - When requested VEOLIA will assist with recommendations for public education materials regarding the DISTRICT’s laboratory, pretreatment, reuse water, biosolids, pollution prevention, and wastewater treatment programs.

**7.2** – VEOLIA will assist with public tours and presentations to provide training and education to participants.

**7.3** – VEOLIA will assist with data collection and management for performance measurements to support the pollution prevention program.

ATTACHMENT B

Novato Sanitary District

Laboratory and Environmental Services  
Agreement

**ATTACHMENT B**

**COMPENSATION**

- A. Compensation:
1. Initial annual base fee described in this proposal is **Three Hundred Sixteen Thousand Three Hundred Eighty Seven Dollars (\$316,387.00)**
  2. Service Fee Adjustment: The annual service fee will be adjusted on July 1<sup>st</sup> using the San Francisco, Oakland, San Jose - Bay Area CPI, Series ID: CUURA422SAO, April – April.  
**The July 2015 adjustment will be prorated at 50% (representing one half year).**
- B. Invoicing:
1. VEOLIA shall provide monthly invoices describing the services performed.
  2. Correctness of performed work and billed amount(s) on all invoices shall be signed by the VEOLIA designated project manager.
- C. Material Supplies:
- a. VEOLIA shall procure material supplies as directed by the District utilizing preferred vendor for cost effective pricing and bill the District as direct pass through with a five (5) percent mark-up.

#### 7.15 Business License

Company must obtain a business license from the City of Novato.

#### 7.16 Further Assurances

The District and Company each agree to execute and deliver such further instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Agreement. The District and the Company, in order to carry out this Agreement, each shall use all reasonable efforts to provide such information, execute such further instruments and documents and take such actions as may be reasonably requested by the other and not consistent with the provisions of this Agreement and not involving the assumption of obligations or liabilities different from or in excess of or in addition to those expressly provided for herein.

#### 7.17 Counterparts

This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute one and the same document.

#### 7.18 Governing Law

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of California, without giving effect to any choice of law provision or rule that would cause the application of laws of any jurisdiction other than the State of California.

#### 7.19 Headings

The Table of Contents and any heading preceding the text of Articles, Sections and Subsections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

### 8.0 ADDITIONAL SERVICES

#### 8.1 Description of Additional Services

The following items shall be considered to be Additional Services under this Agreement:

(1) any change in Facility operations, personnel qualifications or staffing or other cost which is a result of an Uncontrollable Circumstance or from the treatment of wastewater that exceeds the design capacity and / or capability of the Facility as specified in Schedule 1 of this Agreement;

(2) changes in raw wastewater influent that are subject to the adjustment methodology of Schedule 8.

(3) District's request of Company to provide additional or reduced services upon terms mutually agreed to by the Parties.

## 8.2 Payment for Additional Services

For Additional Services described in Sections 8.1(1) and 8.1(2), the District shall compensate Company for all costs and expenses reasonably incurred by Company in dealing with such event. For Additional Services described in Sections 8.1(3), the District and Company shall negotiate a mutually acceptable fee for such Additional Services. Company shall provide the District with Cost Substantiation with respect to the Additional Services described in Section 8.1 above.

*[TEXT ENDS HERE – SIGNATURES ON THE FOLLOWING PAGE]*

**NOVATO SANITARY DISTRICT  
ENVIRONMENTAL SERVICES DEPT. COSTS**

Item							Estimated	Estimated
	2008-09 <sup>(1)</sup>	2009-10 <sup>(1)</sup>	2010-11 <sup>(1)</sup>	2011-12 <sup>(1)</sup>	2012-13 <sup>(1)</sup>	2013-14 <sup>(1)</sup>	2014-15	2015-16
Staffing - salaries & services <sup>(2)</sup>	283,612	287,063	299,921	254,171	247,091	252,124	264,945	298,858
Staffing - Benefits <sup>(3)</sup>	109,278	161,114	156,959	122,676	105,022	97,541	81,191	94,876
<b>Total staffing costs</b>	<b>392,890</b>	<b>448,177</b>	<b>456,880</b>	<b>376,846</b>	<b>352,113</b>	<b>349,666</b>	<b>346,136</b>	<b>393,734</b>
<b>Research &amp; Monitoring<sup>(4)</sup></b>								
Caltest Analytical	76,796	58,051	119,143	84,256	94,256	93,339	80,000	85,000
NMWD				4,110	21,628	19,865	18,000	19,000
<b>Total Research &amp; Monitoring</b>	<b>76,796</b>	<b>58,051</b>	<b>119,143</b>	<b>88,366</b>	<b>115,884</b>	<b>113,205</b>	<b>98,000</b>	<b>104,000</b>
<b>Total Estimated Costs</b>	<b>469,686</b>	<b>506,228</b>	<b>576,023</b>	<b>465,212</b>	<b>467,997</b>	<b>462,870</b>	<b>444,136</b>	<b>497,734</b>

<sup>(1)</sup> All costs adjusted to FY14-15 basis at a 3%/year escalation.

<sup>(2)</sup> Includes actual and estimated costs across Accounts #64010, #66010, and #66123.

<sup>(3)</sup> Includes actual and estimated costs across Accounts #64020 and #66020.

<sup>(4)</sup> Includes actual and estimated costs across Account #64160.

**Novato Sanitary District  
Wastewater Operations Committee meeting  
Collection System Operations Report  
October 2014**

**General:**

The breakdown of Collection System department staff time for October 2014, in terms of equivalent full-time employee (FTE) hours utilized, works out approximately as follows:

- 1.5 FTE field workers for Sewer Maintenance (main line cleaning)
- 1.3 FTE field workers for Pump Station Maintenance
- 0.6 FTE field workers for Closed Circuit Television (CCTV) work
- 2.1 FTE field workers for time spent on data input, training, service calls, overflow response, or any other activity that does not directly relate to main line cleaning, CCTV work or pump station maintenance, and
- 1.6 FTE field workers Vacation/Sick Leave/Holiday.

**Collection System Maintenance:**

Performance metrics for the department are presented in the attached graphs showing the length of line cleaned/month, footage cleaned/hour worked, overflows/month, and the CCTV footage achieved. A brief discussion is also provided below.

Line Cleaning Performance: A total of 594 work orders were generated for October by the ICOM3 Computerized Maintenance Management System (CMMS). The CMMS scheduled over 80,000 LF of line cleaning for October. Staff completed 382 work orders leaving 212 work orders outstanding due to other collection system and pump station maintenance needs and staff availability; the outstanding work orders will be completed in November when the CMMS has scheduled only 18,205 LF of cleaning. The 382 maintenance work orders completed in October resulted in 59,982 feet of sewer pipelines cleaned by staff.

CCTV Performance: The District's CCTV van was in the field for 8 working days, inspecting 85 line segments totaling 11,282 feet. Staff also televised 268 feet using the Push Cam.

CCTV Findings:

- Infrastructure related: The October CCTV work did not identify any areas that require further evaluation.
- O&M related: The October CCTV work identified one area that requires a change in sewer line operations.

**Collection System Projects:**

The District awarded two informal contracts under the provisions of the Uniform Public Construction Cost Accounting Act (UPCCAA): (1) Repair of a sewer main at 14 Angelica

**Novato Sanitary District  
Wastewater Operations Committee meeting  
Collection System Operations Report  
October 2014**

Court, and (2) Replacement of 199 feet of sewer main across Redwood Blvd. at Hill Road. Work has not commenced at either location.

**Pump Station Maintenance:**

The Collection System Department conducted 297 lift station inspections this month. 147 of the inspection visits were generated through the District's JobsCal Plus CMMS system. There are 6 outstanding work orders for the month that will be completed in November. Lift station inspections included 30 submersible pump station visits, once per month; 4 underground style, dry well/wet well pump station visits, once per month; and 4 main pump stations that are visited daily.

Pump #2 at BMK 10 was removed, repaired and reinstalled this month. The Ignacio Transfer Pump Station Force Main was cleaned by "pigging". This operation is completed by launching a rubber coated foam, bullet shaped pipe cleaning "pig" at the Ignacio Transfer Pump Station and retrieving it at the force main discharge structure located on the north side of Novato Creek, west of the railroad tracks.

A Collection Systems (Pump Stations) Work Order Statistics summary is attached.

**Air Relief/Vacuum Valves (ARVs):**

Staff completed maintenance inspections on 15 air relief/vacuum valves.

**Pump Station Rehabilitation:**

The rehabilitation of the Los Robles Pump Station and Digital Pump Station are complete and the contractor is currently performing punch list work.

**Safety and Training:**

General: Collection System staff attended four safety tailgate meetings.

Specialized training:

- Steve Krautheim, Tim O'Connor and Dasse de longh attended a webinar on SSMP SOP Requirements.
- Aaron Hendricks and Bob Stiles attended the Woodland Safety Training Day.
- The Department attended Control Panel Training at Digital Pump Station.
- The Collection System crew received SOP based training for CCTV Procedures and Ignacio Transfer Pump Station Pigging operations.

Safety performance:

There were no lost time accidents this month for a total of 1,325 accident free days.

**Novato Sanitary District  
Wastewater Operations Committee meeting  
Collection System Operations Report  
October 2014**

**Standard Operating Procedures (SOPs):**

Department staff did not generate any SOP's during the month of October.

**Emergency Operating Procedures (EOPs) – Pump Stations:**

The EOP's are complete and are being printed. Staff will present the EOPs to the Committee at its December meeting.

**Sanitary Sewer Overflows (SSOs):**

The District experienced one (1) SSO in October, as discussed below.

No.	Date	Location	Amount, gal	Cause
1	10/20/2014	7 Marion Ct.	5	Debris

1. SSO at 7 Marion Ct.: This SSO was a Category III event with the estimated discharge volume of approximately 5 gallons which was fully contained in the gutter pan resulting in full recovery (100%). Staff determined that this was an intermittent, low volume event.

The discharge was determined to be the result of a partial debris blockage in the main line. District crew members initially discovered the overflow at 11:00 am and cleared the rock/paper blockage at 11:15. District employees inspected the upstream line segments and found them to be surcharged, also due to rock/paper debris. The line segments were cleaned and the problem alleviated. Staff determined the overflow quantity using visual volume estimation techniques accounting for the intermittent quantity discharging from the manhole, and volumetric calculation of sewage residing in the gutter pan. Local resident interviews were conducted to estimate the overall duration for this event. Also, although the resident interviews indicated that the event may have initiated 2-3 days before staff discovered it, staff is confident about the estimated discharge volume, based on the evidence of the discharge being isolated and confined to the gutter pan.

This line segment was last cleaned on May 17, 2013, triggered by a previous discharge. At that time the line segment was on a thirty-six (36) month cleaning frequency. CCTV inspection immediately after the previous discharge event showed no change in the condition of the line segment from the previous CCTV work performed during routine maintenance (minor sags at two locations but otherwise in good condition) so the cleaning frequency was not changed. As a precautionary measure, the cleaning frequency for this line segment has now been moved to a six (6) month cleaning schedule as a result of this event because the stoppage was caused by the same materials as the previous event.

This event was reported into the CIWQS database on 10/29/2014 as a Category III event, SSO Event ID # 810231 and was certified in CIWQS on 11/10/2014, Certification ID # 246527.

**Novato Sanitary District**  
**Collection System Monthly Report For October 2014 (as of October 31, 2014)**

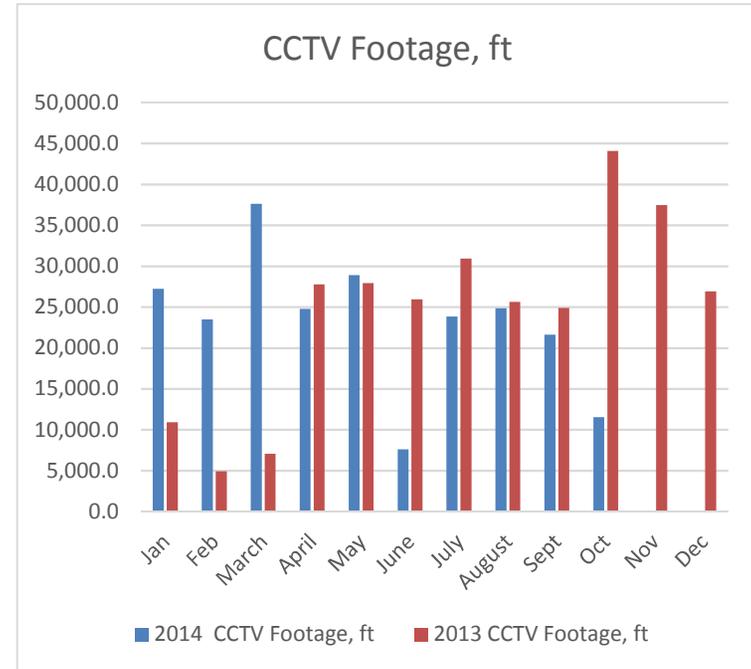
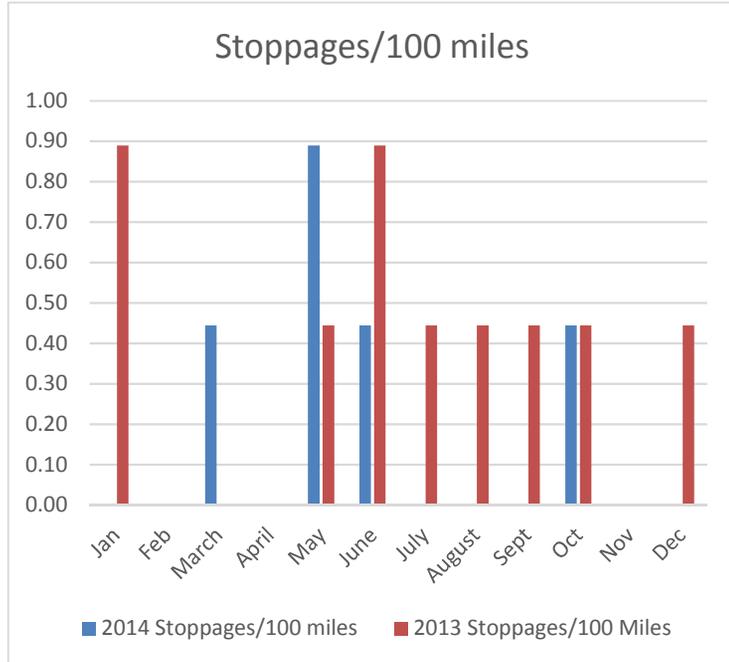
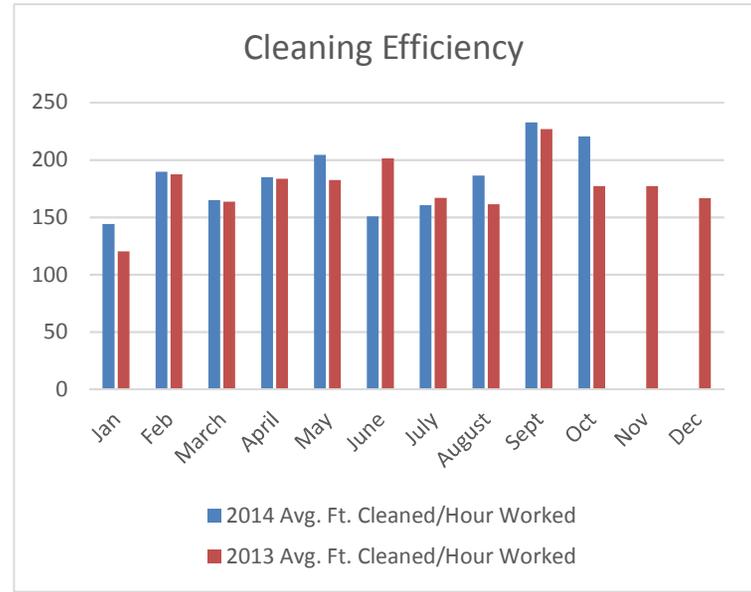
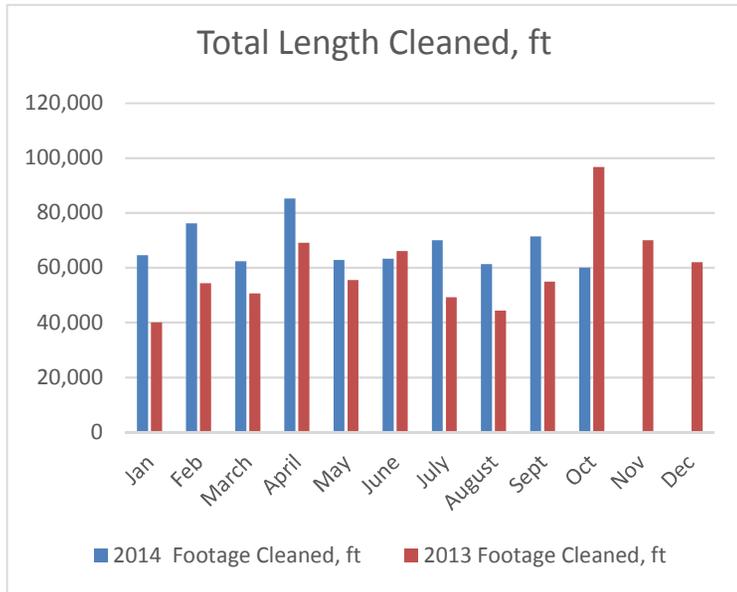
	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec	Total Year to Date	Average Year to Date
<b>A. Employee Hours Worked</b>														
Number of FTEs (main line cleaning), hrs.	2.6	2.5	2.2	2.6	1.8	2.5	2.3	2.0	1.7	1.5			NA	2.2
Number of FTEs (other)	1.7	1.6	2.1	1.8	1.7	2.1	1.9	1.8	1.7	2.1			NA	1.9
Number of FTEs (CCTV)	0.9	0.8	1.0	0.8	0.9	0.2	0.3	0.9	0.6	0.6			NA	0.7
Total, FTEs	5.2	4.9	5.3	5.1	4.4	4.8	4.6	4.7	4.0	4.2			NA	4.7
Regular Time Worked, (main line cleaning), hrs	448	402	378	461	308	420	436	329	307	272				
Regular Time Worked on Other, hrs (1)	294	262	350	313	297	362	358	298	303	391				
Regular Time Worked on CCTV (2)	158	125	172	136	164	38	63	145	110	103				
Total Regular time, worked, hrs	900	789	900	909	768	820	857	772	720	766			8,200	820
Total Vacation/Sick Leave/Holiday, hrs	285	151	101	143	220	195	198	126	294	284			1,997	200
Vacation/Sick Leave/Holiday, FTEs	1.6	0.9	0.6	0.8	1.3	1.2	1.1	0.8	1.7	1.6			11.4	1.1
Overtime Worked on Coll. Sys., hrs	2	8	3	15	0	3	17	1	5	7			61	6
Overtime Worked on Other, hrs (1)	22	17	16	31	35	26	15	17	27	17			223	22
Overtime Worked on CCTV (2)	0	0	0	3	0	0	4	0	0	1			8	1
Total Overtime, hrs	24	25	19	49	35	29	36	18	32	25	NA	NA	291	29
<b>B. Productivity</b>														
<b>1. Line Cleaning</b>														
Rodder Work Orders generated	57	30	24	78	20	72	73	68	29	69			520	52
Rodder 3203 ft. cleaned	10,989	3,337	6,378	11,933	1,388	12,770	9,286	6,005	289	461			62,836	6,284
Rodder - outside services, ft cleaned	0	0	0	0	0	0	0	0	3,494	3,720			7,214	721
Flusher Work Orders generated	351	352	369	532	313	308	333	288	450	525			3,821	382
Truck 3205V ft. cleaned	16,187	16,552	18,158	802	13,575	9,410	17,136	3,441	16,834	205			112,300	11,230
Truck 3206V ft. cleaned	37,342	56,332	37,781	72,511	47,863	41,143	43,561	51,825	54,306	59,316			501,980	50,198
Flusher - outside services, ft. cleaned	2,301	1,570	6,492	11,155	0	0	7,216	1,717	8,585	0			39,036	
Total Footage cleaned(3)	64,518	76,221	62,317	85,246	62,826	63,323	69,983	61,271	71,429	59,982			677,116	67,712
Work Orders completed	408	361	393	580	313	348	371	292	431	382			3,879	388
Work Orders backlog	66	21	0	30	20	32	35	64	48	212			528	53
<b>2. Closed Circuit Television (CCTV)</b>														
Camera Work Orders generated	0	0	0	0	0	0	0	0	0	0			0	
CCTV Truck 3126T, ft. videoed	24,487	21,931	31,116	19,331	27,555	5,560	11,827	19,137	12,090	11,282			184,316	18,432
CCTV (hand cam), ft. videoed	449	0	0	5,428	1,340	2,056	4,802	3,983	946	268			19,272	
CCTV Inspection - outside services, ft. videoed	2,301	1,570	6,492	0	0	0	7,216	1,717	8,585	0			27,881	
Total CCTV footage(3)	27,237	23,501	37,608	24,759	28,895	7,616	23,845	24,837	21,621	11,550	NA	NA	231,469	
<b>C. Sanitary Sewer Overflows (SSOs)</b>														
Minor (Category III)	0	0	1	0	2	1	0	0	0	1			5	NA
Major (Category II)	0	0	0	0	2	1	0	0	0	1			4	NA
Major (Category I)	0	0	0	0	0	0	0	0	0	0			0	NA
Major (Category I)	0	0	1	0	0	0	0	0	0	0			1	NA
Overflow Gallons	0	0	180	0	50	235	0	0	0	5			470	NA
Volume Recovered	0	0	0	0	50	235	0	0	0	5			290	NA
Percent Recovered	NA	NA	0%	NA	100%	100%	NA	NA	NA	100%	NA	NA	62%	NA
<b>D. Service Calls (non-SSO related)</b>														
Service calls, normal hours, #	8	3	5	4	4	3	6	9	5	7			54	5
Normal hours S.C. response time, mins (avg.)	38	19	25	18	14	16	15	16	20	20			201	20
Service Callouts, after hours, #	0	1	1	1	1	1	3	1	0	0			9	1
After Hours S.C. response time, mins (avg.)	0	15	40	42	13	25	34	10	0	0			179	18
<b>E. Benchmarks</b>														
Average Ft. Cleaned/Hour Worked	144	190	165	185	204	151	161	186	233	221	NA	NA	NA	184
Total Stoppages/100 Miles	0.0	0.0	0.4	0.0	0.9	0.4	0.0	0.0	0.0	0.4			2.2	NA
Average spill response time (mins)	0	0	18	0	39	14	0	0	0	0			NA	7
Callouts/100 Miles	0.0	0.4	0.4	0.4	0.4	0.4	1.3	0.4	0.0	0.0			4.0	0.4
Overtime hours/100 Miles	1	4	1	7	0	1	8	0	2	3			27.11	3
Overflow Gallons/100 Miles	0	0	80	0	22	104	0	0	0	2			209	21

(1) This category includes time spent on: Data input, Training, Service Calls, Overflow Response, as well as any other activity that does not directly relate to main line cleaning or CCTV work.

(2) This category separates time spent on CCTV from other Collection System maintenance activities.

(3) Does not include outside services (tracked separately)

# Collection System 2013-14 Graphs



Novato Sanitary District

Pump Station Monthly Report For October 2014 (as of October 31, 2014)

	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec	Total Year to Date	Average Year to Date
<b>Employee Hours Worked</b>	248	212	205	226	251	190	334	304	258	255			2,483	
Number of Employees (FTEs)	1.4	1.1	1.1	1.1	1.3	1.0	1.4	1.5	1.3	1.3				1.2
Regular Time Worked on Pump Sta	231	181	183	194	229	169	255	250	232	230			2,153	
Overtime Worked on Pump Sta	17	31	22	32	22	22	79	54	26	26			330	
After Hours Callouts	1	5	1	5	6	1	11	7	6	4			47	
Average Callout response time (mins)	30	26	25	33	13	22	39	27	26	28			269	27
<b>Work Orders</b>														
Number generated in month	124	115	147	116	130	143	150	122	153	136			1336	
Number closed in month	121	110	142	109	128	139	127	112	147	127				
Backlog	3	5	5	7	2	4	23	10	6	9				

**COLLECTION SYSTEM (Pump Stations)  
WORK ORDER STATISTICS  
October 1, 2014 - October 31, 2014**

	<b>Open Work Orders Due Prior to 10/1/2014</b>	<b>Open Work Orders 10/1/2014 - 10/31/2014</b>	<b>Total Open Work Orders</b>
Preventive	6	133	133
Corrective	3	3	3
Total	9	136	136

	<b>Closed Work Orders 10/1/2014 - 10/31/2014</b>
Preventive	127
Corrective	0
Total	127

<b>Total Outstanding Work Orders as of 10/31/2014</b>	<b>9</b>
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**NOVATO SANITARY DISTRICT**  
**Wastewater Operations Committee Meeting**  
**Reclamation Facilities Report**  
**October 2014**

**Summary:**

The rancher continued to work on routine parcel maintenance. A total of 59.7 MG of recycled water was applied to the irrigation pastures in October. Pump No. 2 at Drainage Pump Station No. 7 was removed for inspection/repair. Work was completed to empty the sludge lagoons, transferring approximately 3.5 MG of sludge into the Dedicated Land Disposal (DLD) site. Also, about 3,930 cubic yards of solids were excavated from the sludge lagoons and spread in the DLD.

**Ranch Operations:**

The rancher continued to perform annual parcel maintenance, spraying weeds and thistles, and making sprinkler and fence repairs.

**Irrigation Parcels:**

All Parcels scheduled to irrigate were irrigated this month. The irrigation was turned off for ten days in the middle of the month as sporadic rain events passed through Novato. The irrigation system was disabled at the end of the month due to lack of irrigation water in the storage ponds.

When the irrigation was disabled and the drainage pumps activated, Pump No. 2 at Drainage Pump Station No. 7 sounded rough and was shaking the pump station when tested. Staff shut the pump down and contacted a local pump maintenance vendor to pull the pump for inspection. When the pump was removed from the station the vendor inspected the pump and did not see any obvious causes for the noise or vibration so the pump was taken to their shop for further analysis.

Staff found one failed control board in Site 7, Parcel 1, which was replaced.

**Irrigation Pump Station:**

Approximately 59.7 MG of recycled water was used for irrigation of the parcels this month.

The Wildlife Pond recirculation system remains out of service due to a leak in the line. Staff will pursue finding the leak when time allows. Recirculation of the water through the Wildlife Pond is not an essential function of the Reclamation Facility.

**Sludge Handling & Disposal:**

Custom Tractor Service (CTS) of Petaluma completed pumping sludge out of the sludge lagoons and into the DLD area. Approximately 0.9 MG of sludge was pumped out of Lagoons 1 & 3 this month bringing the total amount of sludge pumped from the lagoons to the DLD to 3.5 MG this year. CTS also removed the heavier, bottom solids from all of the lagoons with an excavator. Approximately 3,930 cubic yards of solids was excavated out of the sludge lagoons and spread in the DLD.

\*\*\*

**NOVATO SANITARY DISTRICT**  
**Reclamation Facility - Monthly Statistics for Calendar Year 2014, as of October 2014**

	January	February	March	April	May	June	July	August	September	October	November	December	Total Year to Date	Annualized Monthly Average
<b>Irrigation Pump Station</b>														
Plant flow to ponds (MG)	0	59.39	0	0	0	90.36	103.36	89.67	89.11	0			431.89	35.99
Irrigation (MG)	17.87	0	7.0	0	15.57	65.36	63.45	88.19	37.77	59.7			354.91	29.58
Irrigation Pump 1 Hours	29.3	0	13.5	0	27.5	107.8	106.8	127.4	77.2	158.7			648.2	54.02
Irrigation Pump 2 Hours	0	0	2.9	0	35.3	106.6	103.8	126.7	84.4	561.1			1020.8	85.07
Irrigation Pump 3 Hours	31.4	0	14.4	0	25.9	133.1	103.2	120.3	0.3	0			428.6	35.72
Washdown Water Pump Hours	0	0	0	0	0	0	0	0	0	0			0	0.00
Wildlife Feed Pump Hours	0	0	0	0	352.9	747.6	212.4	0	0	0			1312.9	109.41
Water Circulated through Wildlife Pond (MG)	0	0	0	0	22.23	47.10	13.38	0	0	0	0	0	82.7127	6.89
Strainer No. 1 Hours	-	-	0.9	0	10.9	44.1	37.2	43.5	23.6	36.8			197	16.42
Strainer No. 2 Hours	-	-	1	0	10.8	43.9	38.2	47.7	20.9	37.3			199.8	16.65
Pond 1 Gauge @ Beginning of Month	3.3	2.4	6.1	5.2	5.2	3.9	4.4	5.3	4.2	7				
Pond 1 Gauge @ End of Month	2.4	6.1	5.2	5.2	3.9	4.4	5.3	4.2	7	3.2				
Pond 1 Gallons Stored @ End of Month(MG)	15.2	45.8	37.6	37.6	27.2	31.2	38.4	29.6	53	21.6				
Pond 2 Gauge @ Beginning of Month	3.3	2.2	6.1	5.2	5.2	4	4.4	5.4	4.3	7				
Pond 2 Gauge @ End of Month	2.2	6.1	5.2	5.2	4	4.4	5.4	4.3	7	3.3				
Pond 2 Gallons Stored @ End of Month(MG)	17	58	49	49	36	40	51	39	68	28.6				
Total Irrigation Water Stored	32.2	103.8	86.6	86.6	63.2	71.2	89.4	68.6	121	50.2	0	0		
<b>Drainage Pump Station No. 3</b>														
Drainage Pump No. 1 Hours	0	0	0	0	0	0	0	0	16.9	0				
Drainage Pump No. 2 Hours	0	0	14	0	0	0	0	0	0	2.9				
Drainage Pump No. 3 Hours	0.7	134.5	0	31.1	0.8	0	0	0	0	0				
Total Gallons Stormwater Pumped (MG)	0.21	40.35	4.2	9.33	0.24	0	0	0	5.07	0.87	0	0	60.27	5.02
<b>Drainage Pump Station No. 7</b>														
Drainage Pump No. 1 Hours	0	24.2	13.2	3.9	0	0	0	0	0.6	4				
Drainage Pump No. 2 Hours	0	106.6	48.8	9.5	0	0	0	0	0.4	0.1				
Drainage Pump No. 3 Hours	0	1.7	0.9	0	0	0	0	0	0.3	1.1				
Total Gallons Stormwater Pumped (MG)	0	59.63	28.31	6.03	0	0	0	0	0.585	2.34	0	0	96.885	8.07

# NOVATO SANITARY DISTRICT BOARD AGENDA ITEM SUMMARY

<b>TITLE: Wastewater Treatment Facilities – Environmental Compliance Services</b>	<b>MEETING DATE: December 8, 2014</b>  <b>AGENDA ITEM NO.: 6.b.</b>
<b>RECOMMENDED ACTION: Receive recommendation from Wastewater Operations Committee to approve a proposal from Veolia Water to provide environmental compliance services, and approve an Addendum to the Contract Service Agreement, subject to minor edits by District Counsel and Manager-Engineer.</b>	
<b>SUMMARY AND DISCUSSION:</b>  <p>At the November 17, 2014 meeting of the Board’s Wastewater Operations Committee, staff asked the Committee to review presented materials, including a proposal from Veolia Water to provide environmental compliance services (including the laboratory and pretreatment programs, and assistance with the public education and pollution prevention programs), consider options, and provide direction to staff. A copy of the staff report for that meeting is included as item 4.f. of the attached Wastewater Operations Committee agenda packet.</p> <p>Upon review at its meeting, the Committee moved to forward the proposal to the full Board with the recommendation that a contract amendment be negotiated with Veolia for the proposed services.</p> <p>At this time, staff suggests that the contract amendment be adopted as an addendum under Section 8.0 “Additional Services”, (specifically sections 8.1(3) and 8.2), of the “Amended and Restated Contract Service Agreement for Operation, Maintenance, and Management of Wastewater Treatment Facilities”, adopted February 18, 2014. A copy of these sections, and a proposed Addendum are attached to this summary report.</p> <p>Among other terms and conditions, the Addendum addresses the base fee for professional services related to the management and operation of environmental compliance services. Generally, this fee will “map” to Account Nos. 64010 and 64020 (i.e. Salaries, Wages, and Benefits) of the District’s annual budgets. Materials and supplies (including gasoline, oil, operating supplies, permits and fees, etc.), and other environmental compliance related costs are budgeted separately by the District under Account Nos. 64060 through 64290, and the District will continue to do so going forward.</p> <p>It is recommended that the Board approve the proposal from Veolia, and approve the proposed Addendum, subject to minor edits by District Counsel and Manager-Engineer.</p>	
<b>BUDGET/COST INFORMATION:</b> See attached Table 1.	
<b>DEPT. MGR.:</b>	<b>MANAGER-ENGINEER:</b>

#### 7.15 Business License

Company must obtain a business license from the City of Novato.

#### 7.16 Further Assurances

The District and Company each agree to execute and deliver such further instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Agreement. The District and the Company, in order to carry out this Agreement, each shall use all reasonable efforts to provide such information, execute such further instruments and documents and take such actions as may be reasonably requested by the other and not consistent with the provisions of this Agreement and not involving the assumption of obligations or liabilities different from or in excess of or in addition to those expressly provided for herein.

#### 7.17 Counterparts

This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute one and the same document.

#### 7.18 Governing Law

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of California, without giving effect to any choice of law provision or rule that would cause the application of laws of any jurisdiction other than the State of California.

#### 7.19 Headings

The Table of Contents and any heading preceding the text of Articles, Sections and Subsections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

### 8.0 ADDITIONAL SERVICES

#### 8.1 Description of Additional Services

The following items shall be considered to be Additional Services under this Agreement:

(1) any change in Facility operations, personnel qualifications or staffing or other cost which is a result of an Uncontrollable Circumstance or from the treatment of wastewater that exceeds the design capacity and / or capability of the Facility as specified in Schedule 1 of this Agreement;

(2) changes in raw wastewater influent that are subject to the adjustment methodology of Schedule 8.

(3) District's request of Company to provide additional or reduced services upon terms mutually agreed to by the Parties.

## 8.2 Payment for Additional Services

For Additional Services described in Sections 8.1(1) and 8.1(2), the District shall compensate Company for all costs and expenses reasonably incurred by Company in dealing with such event. For Additional Services described in Sections 8.1(3), the District and Company shall negotiate a mutually acceptable fee for such Additional Services. Company shall provide the District with Cost Substantiation with respect to the Additional Services described in Section 8.1 above.

*[TEXT ENDS HERE – SIGNATURES ON THE FOLLOWING PAGE]*

**DRAFT ADDENDUM NO. 1**  
**TO THE**  
**AMENDED AND RESTATED CONTRACT SERVICES AGREEMENT FOR**  
**OPERATION, MAINTENANCE, AND MANAGEMENT OF WASTEWATER**  
**TREATMENT FACILITIES, ADOPTED FEBRUARY 18, 2014**  
**BETWEEN**  
**NOVATO SANITARY DISTRICT**  
**AND**  
**VEOLIA WATER WEST OPERATING SERVICES, INC.**

- A. This Addendum is made effective December \_\_, 2014, by and between the Novato Sanitary District (District) and Veolia Water West Operating Services, Inc. (Veolia or Company).
- B. The District and Veolia, as Parties, have an “Amended and Restated Contract Service Agreement for Operation, Maintenance, and Management of Wastewater Facilities”, (Agreement), adopted February 18, 2014. Section 8.0 and specifically Section 8.1 (3) of the Agreement allows for the “District’s request of the Company to provide additional or reduced services upon terms mutually agreed to by the Parties.”
- C. The District hereby requests Veolia in its capacity as the operator of the District treatment facilities, to perform the additional services as summarized below and detailed in the attached Veolia proposal (Appendix A - Scope of Work):
- Provide professional services related to the operation and management of the District’s environmental compliance programs, including the District’s laboratory and pretreatment programs, and assistance with the public education and pollution prevention programs.
- D. Compensation
- The Parties mutually agree that the District shall compensate Veolia under the provisions of Section 8.2 of the Agreement for the additional services of this Addendum as follows:
1. Compensation for services under this Addendum shall be on a service fee basis.
  2. Compensation shall be in an amount not to exceed an initial full-year, annual base amount service fee of three hundred sixteen thousand three hundred and eighty-seven dollars (\$316,387).
  3. Compensation for the services under this Addendum shall not be exceeded without written authorization from the District.
  4. Where a full year of the additional services contemplated by this Addendum is not provided, the service fee shall be pro-rated accordingly.
  5. Annual adjustments to the initial annual base compensation amount shall be as described in paragraph A.2. of Attachment B (“Compensation”) of the attached proposal of Appendix A.

E. Period of Performance

1. It is expected that provision of the professional services addressed herein shall commence the next business day of the effective date of this Addendum.
2. No expenses or costs shall be reimbursed which are incurred prior to the effective date of this Addendum.
3. The term for performance of services under this Addendum shall coincide with the term of the Agreement, i.e. June 30, 2021, or as extended by the District per the terms and conditions of the Agreement.

F. Change in Scope of Services

Veolia shall not be entitled to compensation over and above the original maximum allowable compensation amount set forth above, except where changes in the scope of the services of this Addendum are authorized by written notice from the District.

G. Right of District to Verification and/or Audit

In addition to the District's rights to performance audit(s) under the Agreement, the District retains the specific right to conduct verification and/or audit at its discretion, any or all of Veolia's laboratory practices, to ensure the integrity of the sampling and analytical functions. Such verification or audit(s) may be conducted by District staff, or by an independent third party selected, retained, and compensated by the District. Veolia shall fully and reasonably cooperate with such verification and audits.

H. Means and Methods

The parties also mutually agree that for purposes of this Addendum No. 1, and in accordance with its proposal, Veolia shall be solely responsible for the means and methods employed to accomplish the scope of services of this Addendum.

I. Assignments and Subcontracts

Notwithstanding paragraph H. above, Veolia shall not assign the services (or any portion thereof) of this Addendum, nor delegate any duties under this Addendum, to other parties, nor award any subcontracts for professional services under this Addendum, without prior written approval from the District.

J. Authority for this Addendum

The basis for this Addendum and subsequent approval thereof by the District Board of Directors (Board) is provided for by Item \_\_\_ from the Agenda of the Board's regular meeting of December 8, 2014.

K. All other provisions of the original Agreement remain unchanged by this Addendum.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the day and year above written.

***VEOLIA WATER WEST OPERATING  
SERVICES, INC.***

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

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

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

Date: \_\_\_\_\_

***NOVATO SANITARY DISTRICT***

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

Name Printed: Sandeep Karkal

Title: Manager-Engineer

Date: \_\_\_\_\_

DRAFT

**APPENDIX A**  
**Scope of Work**  
**(Proposal from Veolia dated November 13, 2014,**  
**revised - December 4, 2014)**

DRAFT



November 13, 2014  
(revised – December 4, 2014)

Mr. Sandeep Karkal, Manager-Engineer  
Novato Sanitary District  
500 Davidson Street  
Novato, California 94945

Subject:    **Proposal to Provide Environmental Compliance Services**

Dear Mr. Karkal:

This document and attachments represent a proposal by **Veolia Water West Operating Services, Inc. (Veolia)** for on-going laboratory and pretreatment programs services. The Contract Service Agreement for *Operation and Management of Wastewater Facilities (Agreement)* dated March 18, 2014 between Veolia and the Novato Sanitary District (DISTRICT or NSD) allows for additional services under Section 8.1(3).

**Description of Services:**

Veolia proposes to assume functional responsibility for management and operation of the NSD laboratory, pretreatment, pollution prevention, and public education programs as well as associated reporting and record keeping. This is a professional services only agreement; material supplies, consumables, hardware, equipment maintenance and replacement, contract laboratory services, etc. are not included in the base fee.

A detailed scope of services is included in Attachment A.

**Compensation:**

The initial cost and adjustment schedule is included in Attachment B.

Veolia's price to perform the scope of work described above is predicated on the following

assumptions:

1. The term of the proposal will coincide with the existing Agreement through June 2021.
2. The Agreement's general terms and conditions will remain as they are.

Veolia is pleased to provide this proposal and we look forward to our continued partnership. In the meantime, should you have any questions concerning its content or require additional information, feel free to contact John Bailey at (415) 892-1694.

Sincerely,

A handwritten signature in black ink, appearing to read "Sachin Chawla". The signature is written in a cursive style with a large initial "S" and a long horizontal stroke extending to the right.

Sachin Chawla  
Vice President of Operations  
Municipal and Commercial Business  
Veolia North America

# **Novato Sanitary District**

## **Laboratory and Environmental Services Agreement**

### **ATTACHMENT A**

#### **SCOPE OF SERVICES**

Specific tasks included in the scope of services are:

#### **Item 1.0 – General Responsibilities**

**1.1** – VEOLIA shall implement and maintain the laboratory and pretreatment programs as defined in 40 CFR Part 122, 136, 403, and 503.

**1.2** – VEOLIA shall assist in the development of the budget; monitor expenditures; advise appropriate program personnel on budget matters; requisition chemicals, equipment, maintenance, and other supplies.

**1.3** – VEOLIA shall develop, implement, and perform the laboratory and pretreatment procedures and guidelines to ensure compliance with applicable federal, state, and local regulations pertaining to water, wastewater, storm water, biosolids, and industrial waste.

**1.4** – VEOLIA shall provide technical and functional supervision to the Laboratory/Pretreatment Technician.

**1.5** – VEOLIA shall attend regulatory agency and environmental committee meetings and training to support and represent the DISTRICT's needs and goals.

**1.6** - Incidentals Budget- The DISTRICT currently and will continue to budget for all laboratory and pretreatment materials, supplies, contracts, maintenance and replacement of equipment, buildings, and structures.

**1.7** - The DISTRICT shall continue to budget all laboratory, biosolids, storm water, pretreatment, pollution prevention, and industrial waste for analysis, materials, supplies, contracts, maintenance and replacement of equipment.

#### **Item 2.0 – Laboratory Management**

**2.1** – VEOLIA shall maintain the California Environmental Laboratory Accreditation Program

(ELAP). This program provides evaluation and accreditation of environmental testing laboratories to ensure the quality of analytical data used for regulatory purposes. ELAP accredited laboratories have demonstrated capability to analyze environmental samples using approved methods.

**2.1** – VEOLIA staff shall develop schedules and methods for performing assigned duties, including sampling and analytical activities for monitoring wastewater plant operations, effluent, non-domestic discharges, WDR, NPDES, and other related activities. Function as project manager for work performed by outside, contract, and commercial laboratories. Schedule, evaluate, interpret, and appropriately apply sampling and analytical work performed by such outside, contract, and commercial laboratories.

**2.2** – VEOLIA staff will ensure compliance with various reporting requirements; maintain State Department of Public Health laboratory certification for a variety of physical, chemical, biochemical and bacteriological analyses.

**2.3** – VEOLIA shall collect, perform and/or contract the laboratory service in alignment with the DISTRICT's policies and procedures for the biological, chemical, and physical tests and analyses in both field and laboratory settings for water, wastewater, storm water, biosolids, and industrial waste, residuals, including the operation of current and future laboratory equipment; maintaining and cleaning laboratory equipment; implementing laboratory testing procedures as required by federal and/or state regulations; interpreting test results; and working in conjunction with the reuse water and wastewater treatment staff to effect necessary changes in plant operations.

**2.4** – VEOLIA understands that we are responsible for and agrees to conduct in-house laboratory testing to support the current ELAP certification i.e. DISTRICT's Certificate No. 1092, Expiration Date: 01/31/2016, Effective Date: 02/01/2014 which is the basis for this analysis.

### **Item 3.0 – Pretreatment Program Management**

**3.1** – VEOLIA will conduct on-site visits and inspections of non-domestic waste generators; review non-domestic waste discharge permit applications, prepare permits, monitor compliance with permits, prepare enforcement actions as necessary, and monitor compliance with such actions.

**3.2** - VEOLIA shall develop, implement, and perform the procedures and guidelines for the DISTRICT's Pretreatment Program as provided in 40 CFR Part 403; including inspecting commercial and industrial facilities for compliance with all applicable federal, state, and local standards and laws; and responding to complaints regarding industrial waste dischargers. This

includes the review of ground water discharge permits.

**3.3** - VEOLIA shall develop, implement, and perform the duties related to industrial waste discharge and sewer use ordinance, including preparing and issuing permits; inspecting and monitoring commercial and industrial facilities to ensure compliance with all applicable federal, state, and local statutes and guidelines; maintaining an updated commercial and industrial wastewater survey discharge permit file; and preparing periodic reports on the effects of commercial and industrial discharges into the DISTRICT's wastewater treatment system.

**3.4** - VEOLIA shall assist in the review and revision of the DISTRICT's Local Limits.

**3.5** - VEOLIA shall prepare Pretreatment Permits, Notices of Violation, Administrative Orders, and Compliance Schedules for the DISTRICT's signature for new and existing industrial users and special discharges.

**3.6** - VEOLIA will assist with the DISTRICT's pollution prevention fats, oils and greases (FOG) program.

#### **Item 4.0 – Data Management, Recordkeeping, and Reporting**

**4.1** - VEOLIA shall coordinate the maintenance of work records and documents; prepare, maintain and validate statistical and analytical reports for the DISTRICT, regional, state, and federal agencies; represent the DISTRICT during inspections of the laboratory, the pretreatment program, and any other related audits and inspections.

**4.2** - VEOLIA shall maintain the laboratory Quality Assurance Program in accordance with US EPA and Environmental Laboratory Assurance Program (ELAP), and maintains minimum certification of the facility as an Environmental Monitoring Laboratory. This includes updating the Quality Assurance Manual and Standard Operating Procedures.

**4.3** - VEOLIA shall perform the duties to compose, compile, track, and analyze information and data relating to the environmental programs and compliance. Management and oversight duties, including compiling information and preparing a variety of records and reports related to regulatory monitoring requirements; creating, maintaining, and manipulating databases; preparing the laboratory, biosolids, reuse and pretreatment (Were applicable monthly/quarterly/semiannual/annual) reports.

**4.4** - VEOLIA shall collect samples relating to quality assurance and quality control through a third party contracted laboratory. This includes performance testing as required by the NPDES Permit.

**4.5** – VEOLIA shall collect samples for Acute Toxicity, Chronic Toxicity, ELAP Certification and Special Studies. The DISTRICT will continue to budget to this analysis.

**Item 5.0 – Biosolids Monitoring Program**

**5. 1** – VEOLIA shall collect and transfer samples to a contracted laboratory for stabilized biosolids as required in the NPDES Permit and 40 CFR Part 503.

**5. 2** – VEOLIA shall consolidate and provide biosolids analytical data to the DISTRICT’s consultant to prepare the Annual 40 CFR Part 503 Biosolids Report.

**Item 6.0 – Proposed Staffing Plan**

**6.1 - Current DISTRICT Staffing**

**6.1.1** - The DISTRICT currently utilizes one full time Environmental Compliance Supervisor, one full time Environmental Compliance Analyst, and one part time Laboratory Technician from the North Marin Water District (Funded by the DISTRICT and North Marin Water District) . The direction to these staff is provided by the DISTRICT’s Manager-Engineer with supporting direction and assistance from VEOLIA management (Project and Assistant Project Managers and Pretreatment Programs Manager) staff. VEOLIA currently works in collaboration with the DISTRICT’s staff and is not compensated for this work.

**6.1.2** - The Pretreatment Program is administered by a part time outside contractor that reports to the DISTRICT’s Manager-Engineer.

**6.2 - Proposed VEOLIA Staffing and Organization**

**6.2.1** - The DISTRICT shall transfer all responsibilities and management described above including hire and retention of staff for two positions within the Environmental Compliance Department.

**6.2.2** - Upon retirement of the DISTRICT’s Environmental Compliance Analyst, VEOLIA will hire and retain a qualified candidate for this position.

**6.2.3** - VEOLIA shall hire (provides salary, benefits, and employee management) and retain one full time Environmental Compliance Supervisor, one full time Environmental Compliance Analyst.

**6.2.3** - The DISTRICT presently contracts with the North Marin Water District to provide one part time Laboratory Technician (Funded by the DISTRICT and North Marin Water District) to assist with the laboratory program. This program shall continue based on the DISTRICT’s goals

and objectives for this department.

**6.2.4** - The DISTRICT will compensate VEOLIA for the two positions based on a monthly fee included in the annual contract adjustment.

**6.2.5** – VEOLIA shall provide technical support to the VEOLIA staff through its National Pretreatment Programs Manager to provide guidance, training, and measurement of the performance of the programs.

**Item 7.0 – Public Outreach and Education Program**

**7.1** - When requested VEOLIA will assist with recommendations for public education materials regarding the DISTRICT's laboratory, pretreatment, reuse water, biosolids, pollution prevention, and wastewater treatment programs.

**7.2** – VEOLIA will assist with public tours and presentations to provide training and education to participants.

**7.3** – VEOLIA will assist with data collection and management for performance measurements to support the pollution prevention program.

ATTACHMENT B

Novato Sanitary District

Laboratory and Environmental Services  
Agreement

**ATTACHMENT B**

**COMPENSATION**

- A. Compensation:
  - 1. Initial annual base fee described in this proposal is **Three Hundred Sixteen Thousand Three Hundred Eighty Seven Dollars (\$316,387.00)**
  - 2. Service Fee Adjustment: The annual service fee will be adjusted on July 1<sup>st</sup> using the San Francisco, Oakland, San Jose - Bay Area CPI, Series ID: CUURA422SAO, April – April.  
**The July 2015 adjustment will be prorated at 50% (representing one half year).**
  
- B. Invoicing:
  - 1. VEOLIA shall provide monthly invoices describing the services performed.
  - 2. Correctness of performed work and billed amount(s) on all invoices shall be signed by the VEOLIA designated project manager.
  
- C. Material Supplies:
  - a. VEOLIA shall procure material supplies as directed by the District utilizing preferred vendor for cost effective pricing and bill the District as direct pass through with a five (5) percent mark-up.

**TABLE 1: NOVATO SANITARY DISTRICT  
ENVIRONMENTAL SERVICES DEPT. COSTS**

Item	2008-09 <sup>(1)</sup>	2009-10 <sup>(1)</sup>	2010-11 <sup>(1)</sup>	2011-12 <sup>(1)</sup>	2012-13 <sup>(1)</sup>	2013-14 <sup>(1)</sup>	Estimated 2014-15	Estimated 2015-16
Staffing - salaries & services <sup>(2)</sup>	283,612	287,063	299,921	254,171	247,091	252,124	264,945	298,858
Staffing - Benefits <sup>(3)</sup>	109,278	161,114	156,959	122,676	105,022	97,541	81,191	94,876
<b>Total staffing costs</b>	<b>392,890</b>	<b>448,177</b>	<b>456,880</b>	<b>376,846</b>	<b>352,113</b>	<b>349,666</b>	<b>346,136</b>	<b>393,734</b>
<b>Research &amp; Monitoring<sup>(4)</sup></b>								
Caltest Analytical	76,796	58,051	119,143	84,256	94,256	93,339	80,000	85,000
NMWD				4,110	21,628	19,865	18,000	19,000
<b>Total Research &amp; Monitoring</b>	<b>76,796</b>	<b>58,051</b>	<b>119,143</b>	<b>88,366</b>	<b>115,884</b>	<b>113,205</b>	<b>98,000</b>	<b>104,000</b>
<b>Total Estimated Costs</b>	<b>469,686</b>	<b>506,228</b>	<b>576,023</b>	<b>465,212</b>	<b>467,997</b>	<b>462,870</b>	<b>444,136</b>	<b>497,734</b>

<sup>(1)</sup> All costs adjusted to FY14-15 basis at a 3%/year escalation.

<sup>(2)</sup> Includes actual and estimated costs across Accounts #64010, #66010, and #66123.

<sup>(3)</sup> Includes actual and estimated costs across Accounts #64020 and #66020.

<sup>(4)</sup> Includes actual and estimated costs across Account #64160.

Highlighted columns: For cost comparison purposes, the two fiscal years most closely matching the proposed levels of service are FY08-09 and FY15-16.