

NOVATO SANITARY DISTRICT

September 21, 2009

A regular meeting of the Board of Directors of the Novato Sanitary District will be held at 6:30 p.m., Monday, September 14, 2009, 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.

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. BOARD MEMBER REPORTS:

5. WASTEWATER TREATMENT FACILITY OPERATION:

- a. Consider approval of the Contract Service Agreement for Operation, Maintenance, and Management of Wastewater Treatment Facilities with Veolia West Operating Services, Inc. and confirming the approval of the addendum to the EIR adopted on July 27, 2009.

6. PERSONNEL

- a. Consider abolishing the positions of Wastewater Facility Manager, Operations Leadworker, Wastewater Treatment Plant Operator I and II, and Mechanical Maintenance Technician II.

7. BOARD OF DIRECTORS

- a. Consider establishing a Wastewater Operation standing committee.

8. MANAGER'S ANNOUNCEMENTS:

9. CLOSED SESSION CONFERENCE WITH LEGAL COUNSEL – EXPOSURE TO LITIGATION – ONE MATTER:

Significant exposure to litigation pursuant to Subsection (b) of Government Code Section 54956.9:

10. CLOSED SESSION:

CONFERENCE WITH LABOR NEGOTIATORS – Government Code Section 54957.6.

- Confer with District's labor negotiators regarding meet and confer with District's "General" bargaining unit, represented by Teamsters Local 315.

11. ADJOURNMENT:

Next resolution no. 3013

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.

NOVATO SANITARY DISTRICT BOARD AGENDA ITEM SUMMARY

TITLE: Wastewater Treatment Facility Operation	MEETING DATE: September 21, 2009 AGENDA ITEM NO.: 5 a
RECOMMENDED ACTION: Approve the Contract Service Agreement for Operation, Maintenance, and Management of Wastewater Treatment Facilities and	
SUMMARY AND DISCUSSION: <p>At their meeting on July 27, 2009, the Board authorized staff to negotiate a contract with Veolia West Operating Services, Inc. to operate, maintain, and manage the District's wastewater treatment facilities. These negotiations have been successfully concluded resulting in a contract that provides the scope of work, performance requirements, guarantees, costs, and liability / insurance provisions requested by the District in the Request for Proposals. As has been repeatedly noted the Board will retain ownership and control of all facilities and rate setting.</p> <p>The draft contract was provided to the Board and the public at the Board meeting on September 14, 2009. It was posted on the District website on September 15, 2009. The key provisions of the contract are summarized in the Attachment 1. A number of minor corrections have been made to the draft contract as shown in Attachment 2, Errata Sheet.</p> <p>Also on July 27, 2009, the Board adopted an Addendum to the EIR for the Wastewater Treatment Facility Upgrade project finding that the proposed operation, maintenance and management of the Project Facilities is not a modification to the Project requiring a supplemental or subsequent EIR because it will not involve any new or more significant environmental impacts beyond those identified in the 2005 EIR. Some members of the public objected that it was premature to adopt the Addendum before the contract was available. District legal staff have reviewed the EIR Addendum as well as the Contract Service Agreement (see Attachment 3) and conclude that the Board's adoption of the Addendum at the July 27, 2009 meeting was not premature because the description of the terms of the Service Agreement in the Addendum substantially anticipated the terms of the final Service Agreement and because the final Service Agreement contains all of the provisions upon which the District based its conclusion that the transfer of responsibility for the operation, maintenance and management of the Project Facilities would not have any new or greater significant impacts on the environment than those identified in the 2005 EIR.</p>	
ALTERNATIVES: Hire additional staff and consultants to start up the new treatment facilities at an estimated cost of \$22.8 million or \$7.2 million more than the guaranteed cost for Veolia.	
BUDGET INFORMATION: The escalated cost over the five-year proposed contract period is \$15.6 million. The 2009-10 cost is \$2,121,000 (pro-rated for 9 months) which is within the final budget for 2009-10.	
DEPT.MGR.:	MANAGER:

Novato Sanitary District
Summary of Contract Operations Service Agreement
9/17/09

Objectives – The following is a summary list of key District objectives provided by the Service Agreement:

- Guaranteed compliance with all regulatory requirements;
- Successful startup and operation & maintenance of the District's new wastewater treatment facilities;
- Protection of all equipment warranties and the cost effective provision of wastewater treatment services consistent with meeting all regulatory requirements and industry standards for high performing wastewater utilities;
- Provision of employment at comparable compensation with training and career-development opportunities for all impacted District personnel.
- Development and implementation of systems and operations procedures to include computerized maintenance management systems, development of standardized operating procedures for operation & maintenance, laboratory data management systems, comprehensive SCADA control for operation of facilities, and long-term asset management.
- Responsibility for comprehensive maintenance (best practices) for all facilities under the responsibility of Veolia as contract O&M firm.

District Retains Ownership & Control - Ownership of all facilities, future capital spending, rate setting, collection system operation & maintenance, NPDES permit, and overall management of the wastewater utility remain the responsibility and authority of the District.

District Achieves Guaranteed Cost Savings and Guaranteed Performance

- Veolia's guaranteed costs for five (5) years provide the District with a costs savings in excess of \$7 million as compared to peer-reviewed cost projections for treatment plant start up, operation, and maintenance using traditional approaches.
- Veolia guarantees regulatory compliance for existing and new facilities and takes responsibility for payment of any fines for violations.
- Veolia guarantees preventive and predictive maintenance will be properly performed and takes financial responsibility should such not occur by Veolia.
- Veolia guarantees a cap on energy usage providing savings on greenhouse gasses.

Term – Five (5) year contract term starting in September 2009 with provisions for early termination for convenience by the District ONLY. Additional termination provisions are provided for failure to provide the services and specified performance of the contract agreement. The term may be extended, at the initiative of the District, under terms agreeable to both parties (i.e. the District and Veolia). Provisions for 2 – 3 year extensions, at the District's option, are provided.

Guarantees Provided by Veolia to the District

- Regulatory compliance
 - Certified operators
 - Regulatory Fine coverage & liability protections
 - Preventive and predictive maintenance included as part of the fixed Service Fee paid by the District
 - Development and implementation of improved management systems to include computerized maintenance management systems, standard operating practices, operating & maintenance procedures, laboratory information management system, O&M manual updates, systems documentation and usage to include SCADA systems, and related systems documentation, development, and utilization to include long term asset management
 - Guaranteed costs
 - On-call employees living within 30 minutes from the plant.
 - SCADA system utilization and updates during the contract term
 - Operational and employee training, safety, and transition programs
 - Liquidated damages (District imposed) for failure to perform
 - Guaranteed operating costs and long term budget
 - Parent Company financial guarantee
- **Insurance and Performance Bonds:** The following coverages are provided by Veolia:
- 1) **Worker's Compensation:** California statutory limits with minimum limits of \$2,000,000 per accident, \$ 2,000,000 per bodily injury by disease, and \$ 2,000,000 per employee.
 - 2) **Commercial Automobile Liability:** \$5,000,000 per occurrence combined single limit.
 - 3) **Commercial General Liability:** minimum limits of \$5,000,000 per occurrence and \$10,000,000 aggregate.
 - 4) **Environmental Impairment Insurance:** limits of \$2,000,000 per occurrence and \$10,000,000 aggregate.
 - 5) **Performance Bond:** \$ amount equal to one year's Service Fee
 - i. including pass through costs and transition costs.

**NOVATO SANITARY DISTRICT
CONTRACT SERVICE AGREEMENT
For
OPERATION, MAINTENANCE, and MANAGEMENT
OF WASTEWATER TREATMENT FACILITIES**

Errata Sheet

This Errata Sheet shows modifications in strikethrough, bold and underline format to the Contract Service Agreement distributed on Monday, September 14, 2009. Generally, the cover page and footer were updated, along with removing the last page which stated "Intentional blank page – eliminate in final version" and updating the Table of Contents.

¶ = paragraph number

#	Modifications	Modified Language
1	Section 1, Definitions	"Reclamation Facility" means the facility ies -owned by the District and operated for water reclamation and related purposes located at _____ <u>adjacent to Highway 37 between Atherton Avenue and Novato Creek.</u>
2	Section 3.1.2, ¶ 1	The District shall be responsible for activities required to operate and maintain the Collection System and Reclamation Facility, manage and enforce the industrial pretreatment program, outfall repairs and maintenance outside the Facility, provide new sewer connections, perform long term system and area-wide planning, review and authorize expenditures from the District's Repair and Replacement Budget (<u>as described in Section 3.10 below</u>) and review and authorize capital replacements and upgrades for the Facility.
3	Section 3.1.2h, ¶ 2	This District responsibility and service specified in this Section 3.1.2 <u>h</u> does not extend to or....
4	Section 4.1, ¶ 1	Commencing with the first Billing Month, and for each Billing Month thereafter during the Term of the Agreement, the District shall pay the Company a Service Fee for the Services provided by the Company. The Service Fee shall be paid monthly in equal increments of the total Service Fee established for a Fiscal Year as identified in <u>accordance with</u> Schedule 14.
5	Section 4.5.1, ¶ 2	If the District approves such Capital Improvements or <u>modifications</u> , and such Capital Improvements or modifications result in a net savings, the Company....
6	Section 5.4.2	Formatting change: Moved hanging header to the next page.
7	Section 5.4.2(a)-(d)	Formatting change: Fix justification.
8	Section 5.5.1(c)	Formatting change: Took out extra space in between words. Added a space after Guarantor in the last line of the paragraph. Added a period at the end of the paragraph.
9	Sections 5.5.1(h) and (i)	Formatting change: Took out extra space between paragraphs (h) and (i).

Attachment 2

10	Section 5.5.7	Notwithstanding the above, if If at time the Company is unable to operate the Facility or perform the Services required under this Agreement, the District shall have the right to immediately assume possession of the Facility.
11	Section 5.7.2	...proposed non-admitted carrier. The District must provide written consent to use the proposed carrier, <u>which consent shall be at the District's sole and reasonable discretion</u> . The District reserves the right to require Company to obtain insurance from insurers achieving ratings from an insurance rating service acceptable to the District from an insurance rating service of the District's choosing in District's sole and reasonable discretion. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and respects to those in which the Company is engaged. The Company must provide the District with the deductible amounts for each policy, and must obtain the District's written consent to those deductible amounts, <u>which consent shall be at the District's sole and reasonable discretion</u> . The Company....
12	Section 6.1.3	Formatting change: Moved hanging header to the next page.
13	Section 7.0	Formatting change: Moved hanging header to the next page.
14	Section 7.9	Added notification address of Guarantor.
15	Appendix A	Formatting change: Inserted pages numbers for Schedules.
16	Schedule 2, Section 2.2.2, ¶ 5	Formatting change: Take out underlining between "respectively. Should".
17	Schedule 2, Section 2.2.2, ¶ 5	Consistency change: ...addressed along with other Acceptance processes included herein along with commensurate <u>thirty (30)</u> day and <u>ninety (90)</u> day acceptance periods for non-biological and biological upgrades....
18	Schedule 2, Section 2.2.4.1, ¶ 1	Replaced "sludge" with defined term "Biosolids" (replaced one reference).
19	Schedule 2, Section 2.4.1 (bulleted section, in second bullet)	Replaced "sludge" with defined term "Biosolids" (replaced several references).
20	Schedule 4, Section 4.1, ¶ 2	Replaced "sludge" with defined term "Biosolids" (replaced one reference).
21	Schedule 4, Section 4.2	Replaced "sludge" with defined term "Biosolids" (replaced one reference).
22	Schedule 14 SERVICE FEE, ¶ 1	Formatting change: Capitalize definition "Term".

Attachment 3 CEQA Review

District staff previously analyzed whether transferring responsibility for the operation, maintenance and management of the existing, transitional and new facilities ("Project Facilities") which are comprehended in the 2005 WWTP improvement project ("Project") to Veolia would require further environmental review under the California Environmental Quality Act ("CEQA"). Staff determined that the operation, maintenance and management of the Project Facilities by Veolia falls within the existing facilities exemption set forth in CEQA Guidelines section 15301 because the Project was finally approved based on the 2005 EIR and the proposed operation, maintenance and management of the Project Facilities by Veolia does not involve an expansion of use beyond that considered in the 2005 EIR.

Notwithstanding staff's conclusion that Veolia's proposed operation, maintenance and management of the Project Facilities falls within the existing facilities exemption, staff reviewed the 2005 Environmental Impact Report for the Novato Sanitary District Wastewater Facility Plan Project ("2005 EIR") and the criteria in CEQA Guidelines section 15162 for preparation of a subsequent or supplemental EIR. Staff determined that the proposed operation, maintenance and management of the Project Facilities is not a modification to the Project requiring a supplemental or subsequent EIR because it will not involve any new or more significant environmental impacts beyond those identified in the 2005 EIR. Accordingly, District staff prepared an addendum ("Addendum") describing the proposed terms of the Service Agreement and explaining staff's decision not to prepare a subsequent or supplemental EIR in accordance with CEQA Guidelines section 15164. The Addendum was adopted by the Board on July 27, 2009.

Some members of the public have commented that the Board's adoption of the Addendum on July 27, 2009 was premature because the terms of the Service Agreement had not yet been finalized. To address these concerns, District staff examined Section C of the Addendum (Exhibit A), which describes the proposed terms of the Service Agreement, and Section E of the Addendum, which sets forth the basis for the District's decision to prepare the Addendum, to determine whether the statements and conclusions in these sections are consistent with the terms of the final Service Agreement.

A. Review of Section C of Addendum

The description of the proposed terms of the Service Agreement in Section C of the Addendum is consistent with the terms of the final Service Agreement. Section C of the Addendum provides that Veolia would be required to operate, maintain and manage the Project Facilities in accordance with all federal, State and local regulations and permits and the specific performance standards set forth in the Service Agreement. Sections 3.1.1, 5.8.1, and 7.13 and Schedule 1 in Appendix A of the Service Agreement require Veolia to operate, maintain and manage the Project Facilities in accordance with all applicable laws and permits and the requirements specified in the Service Agreement. The Addendum also states that the District would have the right to conduct inspections of the Project Facilities at any time to assure that they are being properly operated and maintained in accordance with the Service Agreement and to withhold payment of the service fee and hire a third party to perform the required maintenance in the event Veolia fails to perform the required maintenance. These terms are clearly included in Section 3.9 of the Service Agreement.

B. Review of Section E of Addendum

The basis for the District's decision to prepare the Addendum is also consistent with the terms of the final Service Agreement. The District concluded that the transfer of responsibility for the operation, maintenance

Attachment 3 CEQA Review

and management of the Project Facilities would not have any new or greater significant impacts on the environment than those identified in the 2005 EIR because the Service Agreement would ensure that (1) staff operating the Project Facilities have the required qualifications; (2) Veolia operate, maintain and manage the Project Facilities in compliance with all permits, laws, rules and regulations applicable to operation of the Project Facilities; and (3) Veolia operate and maintain the Project Facilities pursuant to the same or similar operating and maintenance procedures adopted by the District.

The final Service Agreement contains all three of the above requirements. First, Section 3.7 of the Service Agreement and Appendix C require Veolia to offer employment to current District employees provided the employee passes a routine employment physical exam for drug screening and possesses a valid California driver's license. Second, as mentioned above, Sections 3.1.1, 5.8.1 and 7.13 and Schedule 1 in Appendix A of the Service Agreement require Veolia to operate, maintain and manage the Project Facilities in accordance with all applicable laws and permits and the requirements specified in the Service Agreement. Third, Schedule 3 in Appendix A of the Service Agreement requires Veolia to prepare an Operation and Maintenance Plan which the District must approve. Moreover, Section 3.9 and Schedule 2 in Appendix A of the Service Agreement require Veolia to maintain the Project Facilities in accordance with industry standards and the Operation and Maintenance Plan.

Staff concludes that the Board's adoption of the Addendum at the July 27, 2009 meeting was not premature because the description of the terms of the Service Agreement in the Addendum substantially anticipated the terms of the final Service Agreement and because the final Service Agreement contains all of the provisions upon which the District based its conclusion that the transfer of responsibility for the operation, maintenance and management of the Project Facilities would not have any new or greater significant impacts on the environment than those identified in the 2005 EIR.

Exhibit A

Excerpt from Addendum to the 2005 EIR describing terms of the proposed Service Agreement

C. Proposed Service Agreement

The District proposes to negotiate a Service Agreement with Contractor for the contract operation, maintenance and management of the Project Facilities. Pursuant to the Service Agreement, Contractor would be responsible for operating, maintaining and managing the Project Facilities in accordance with all federal, State and local regulations and permits and the specific performance standards set forth in the Service Agreement. Contractor's duties would include, but not be limited to, day-to-day plant operations and monitoring; performing asset management functions; performing scheduled and unscheduled maintenance, repairs, and replacements as needed on infrastructure components; maintaining compliance with the Novato WWTP's National Pollutant Discharge Elimination System ("NPDES") permit and any other regulatory permits, laws, rules and regulations applicable to the operation of the Project Facilities; training and transitioning staff and maintaining records.

The District would retain responsibility for maintaining, cleaning, repairing and constructing the District's sewers and collection system; managing and enforcing the industrial pretreatment program, rate setting, performing meter reading and maintenance, performing outfall repairs and maintenance outside the District's WWTP facilities, performing long-term system and area-wide planning, reviewing and authorizing expenditures for repairs and replacements and capital replacements and upgrades for the Project Facilities.

The Service Agreement would provide the District with the right to review and inspect Contractor's operation, maintenance and management activities. Specifically, the District would have the right to conduct inspections of the Project Facilities at any time to assure that they are being properly operated and maintained in accordance with the Service Agreement. In the event Contractor fails to perform the required maintenance, the District would be permitted to withhold payment of the service fee and hire a third party to perform the required maintenance or may terminate the Service Agreement.

It is expected that the term of the Service Agreement would be five years. However, the District would have the option, in its sole discretion, to extend the Service Agreement for three additional three-year terms.

Attachment 3
CEQA Review

Exhibit B

Excerpt from Addendum to the 2005 EIR describing the basis for the District's conclusion that no supplemental or subsequent EIR is required and for its decision to prepare an addendum

E. Basis for Decision to Prepare an Addendum

The District analyzed whether the proposed operation, maintenance and management of the Project Facilities by Contractor requires additional environmental review under CEQA. District Staff determined that the operation, maintenance and management of the Project Facilities by Contractor falls within the existing facilities exemption set forth in CEQA Guidelines section 15301 because the existing facilities have been in operation for decades, and the Project which reconstructs and modernizes those facilities has been finally approved based on the 2005 EIR. Moreover, the operation, maintenance and management of the Project Facilities by Contractor involves no expansion of use beyond that considered in the 2005 EIR.

None-the-less, the District has determined that an Addendum is also an appropriate means CEQA review for Contractor's proposed operation, maintenance and management of the Project Facilities. Prior to making this determination, the District reviewed the 2005 EIR and the criteria in CEQA Guidelines Section 15162 to determine if any further environmental review is required. Section 15162 provides that, where an EIR has been certified for a project, no subsequent or supplemental EIR shall be prepared unless the agency determines, based on substantial evidence, that one or more of the following criteria are satisfied:

(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:

(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the

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CEQA Review

*project, but the project proponents decline to adopt the mitigation measure or alternative;
or*

(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

As discussed in detail below, and in the attached Initial Study Checklist, the proposed operation, maintenance and management of the Project Facilities by Contractor does not satisfy any of the foregoing criteria.

(a) There are No Substantial Changes Proposed to the Improvement Project

The proposed operation, maintenance and management of the Project Facilities by Contractor is not a substantial change to the Improvement Project involving new or more severe significant impacts. The proposed transfer of the operation, maintenance and management of the Project Facilities to Contractor will not change the physical capacity, design, configuration, construction, or operation of the Project Facilities. The proposed operation, maintenance and management of the Project Facilities by Contractor would result in the same environmental impacts as the operation, maintenance and management of the Project Facilities by the District, which were previously identified and analyzed in the 2005 EIR. In addition, the mitigation measures identified in the 2005 EIR and adopted by the District as well as all existing Federal, State and local regulatory requirements, will continue to apply to the Improvement Project.

Moreover, the staff operating the plant will remain the same. The Service Agreement will require the Contractor to offer employment to existing District employees, so the skill of the current District employees will not decline and will be augmented with employees of the Contractor who are experienced in starting up and operating facilities similar to the Project Facilities. There is no effect because Contractor's proposal meets all applicable standards with regard to use of skilled and certified employees.

Furthermore, the procedures for maintenance and operation of the Project Facilities will not change. The Service Agreement will require Contractor to operate the Project Facilities pursuant to the same or similar operating and maintenance procedures adopted by the District. The Service Agreement will also require Contractor to comply with all permits, laws, rules and regulations applicable to operation of the Project Facilities.

Accordingly, the operation, maintenance and management of Project Facilities by the Contractor will not result in any new or more severe significant environmental impacts beyond those previously analyzed in the 2005 EIR.

(b) There are No Substantial Changes in the Circumstances Under Which the Project is Undertaken

There are no substantial changes in the circumstances under which the Improvement Project will be undertaken. The proposed operation, maintenance and management of the Project Facilities by Contractor does not involve any changes to the physical design, construction, or operation of the Project Facilities. Moreover, the environmental setting and physical environmental conditions for the area have not changed

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CEQA Review

from those anticipated in the 2005 EIR. The Addenda (as noted above) have been prepared relating to minor construction modifications which became known as a result of preparation of final design documents. With exception of the issues addressed in those Addenda, the facility currently under construction, which is to be operated through contract operations, is the facility evaluated by the 2005 EIR with no substantial changes. There are no changes in the basic design, location or setting of the project, the flow characteristics of the waste stream, the treatment units, location of treatment units, odor control facilities, energy conservation measures or planned treatment plant capacity. The basic means of treatment of the wastewater, and operational activities required to process the wastewater, are unchanged from those contemplated in the 2005 EIR. The Improvement Project will be required to comply with the same environmental permit conditions, regulations and standards, regardless of the specific personnel that operate the facilities or whether operations are undertaken with public employees or by contract with private sector employees. There is no contemplated substantial change in the number of employees, number of vehicle trips required or other factors related to operation of the Improvement Project.

(c) There is No New Information of Substantial Importance

There is no new information of substantial importance that was not known or could not have been known at the time the Improvement Project was approved.

NOVATO SANITARY DISTRICT BOARD AGENDA ITEM SUMMARY

TITLE: Personnel	MEETING DATE: September 21, 2009 AGENDA ITEM NO.: 6 a
RECOMMENDED ACTION: Abolish the positions of Wastewater Facility Manager, Operations Leadworker, Wastewater Treatment Plant Operator I and II, and Mechanical Maintenance Technician II	
<p>SUMMARY AND DISCUSSION:</p> <p>On May 11, 2009, the District and the Teamsters signed a Memorandum of Agreement (MOA) covering the transition of employees to the "Vendor". On August 25, 2009, Veolia signed the MOA and on September 3rd and 4th, 2009 the District employees that are represented by the Teamsters and choosing to transition to Veolia also signed the agreement. The one represented employee that did not sign the MOA has accepted the District offer of a transfer to the open position of Collection System Leadworker.</p> <p>Following the commencement of the contract the District positions of Wastewater Facility Manager, Operations Leadworker, Wastewater Treatment Plant Operator I and II, and Mechanical Maintenance Technician II will no longer be needed.</p> <p>Section 19 of the District's Personnel Rules and Regulations reserves the decision to abolish positions to the Board of Directors. Staff is therefore recommending that the Board abolish the positions in order to provide for an orderly layoff and transfer to Veolia.</p>	
ALTERNATIVES: NA	
BUDGET INFORMATION: The transferred employees will receive the equivalent total compensation as employees of Veolia.	
DEPT.MGR.:	MANAGER:

NOVATO SANITARY DISTRICT BOARD AGENDA ITEM SUMMARY

TITLE: Board of Directors	MEETING DATE: September 21, 2009 AGENDA ITEM NO.: 7 a
RECOMMENDED ACTION: Establish a standing Wastewater Operations Committee	
SUMMARY AND DISCUSSION: The District and Veolia are committed to an open and transparent process for the oversight of the Contract Service Agreement. Veolia has agreed to regularly review the operations and maintenance with a Board committee in an open public forum. The meetings of a standing committee would be subject to the notification requirements of the Brown Act. Under the District policy, the Board President appoints committee members.	
ALTERNATIVES: NA	
BUDGET INFORMATION: The Directors Fees would be paid from the budget for Director's Fees which is \$42,000 for 2009-10	
DEPT.MGR.:	MANAGER: