

NOVATO SANITARY DISTRICT

Meeting Date: October 13, 2014

The Board of Directors of Novato Sanitary District will hold a regular meeting at 6:00 p.m., Monday, October 13, 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.

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 September 22, 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. Approve regular disbursements.

6. SAFETY:

- a. Receive presentation from David Patzer, Loss Control Advisor, California Sanitation Risk Management Authority, (CSRMA), on District's second place showing for CSRMA's 2013 Safety, Health, Environmental, Liability and Losses (SHELL) Award.

7. SOLID WASTE:

- a. Receive Solid Waste Committee Report.

- b. Review proposed public hearing notice language, and set public hearing date for establishing Calendar Year (CY) 2015 maximum solid waste rates.

8. PERSONNEL:

- a. Approve Memorandum of Understanding (MoU) with represented employee group, International Brotherhood of Teamsters Local 315, July 1, 2014 through June 30, 2018.
- b. Approve benefits for unrepresented employees, Management and Confidential (M&C) group, effective July 1, 2014.

9. CAPITAL PROJECTS:

- a. **Annual Reclamation Facilities Improvements; Account No. 72804:** Authorize the Manager-Engineer to execute a contract with Custom Tractor Supply (CTS) to rehabilitate irrigated parcels of the Reclamation Facility in the not-to-exceed amount of \$90,000.

10. BOARD OF DIRECTORS:

- a. Presidential Appointment of Ad-Hoc Recycled Water Committee.

11. STAFF REPORTS:

- a. Bay Area Clean Water Agencies (BACWA) San Francisco Bay Nutrients Symposium Series – Symposium No.2.

12. BOARD MEMBER REPORTS:

- a. California Special Districts Association (CSDA) 2014 Annual Conference.

13. MANAGER'S ANNOUNCEMENTS:

14. ADJOURN:

Next resolution no. 3080.

Next regular meeting date: Monday, October 27, 2014, 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.

September 22, 2014

A regular meeting of the Board of Directors of the Novato Sanitary District was held at 6:00 p.m., Monday, September 22, 2014, at the District Office, 500 Davidson Street, Novato.

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

STAFF PRESENT: Manager-Engineer-Secretary Sandeep Karkal, Field Services Manager Steve Krauthem, and Administrative Secretary Julie Swoboda.

ALSO PRESENT: John Bailey, Project Manager, Veolia
John O'Hare, Pretreatment Programs Manager, Veolia

PLEDGE OF ALLEGIANCE:

AGENDA APPROVAL: The agenda was approved as written.

PUBLIC COMMENT: None.

REVIEW OF MINUTES:

Consider approval of minutes of the September 8, 2014 meeting.

Director Miller requested the minutes be changed as follows: *"The Manager stated that the response had previously been brought to the Board for its input and direction at the July 14th, August 11th and August 25th meetings. matter had previously been brought to the Board."*

On motion of Director Peters, seconded by Director Miller, and carried unanimously, the September 8, 2014 Board meeting minutes were approved as corrected.

CONSENT CALENDAR:

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

- a. Regular disbursements in the amount of \$203,269.75, project account disbursements in the amount of \$131,255.14, and payroll and payroll related disbursements in the amount of \$209,958.83.
- b. Household Hazardous Waste Grant Agreement with Marin County Hazardous and Solid Waste Joint Powers Authority for FY 2014-15.
- c. Set meeting dates for October 13th, October 27th, November 10th, and December 9th. Cancel meetings for November 24th (Thanksgiving week), and December 22nd (Christmas week).

WASTEWATER OPERATIONS:

- Wastewater Operations Committee September meeting report: The Manager-Engineer stated that the Committee met on September 15th at 2:00 p.m. at the District office. John Bailey, Project Manager, Veolia, summarized the monthly operations report, noting that the treatment facilities performance was excellent. He stated that safety performance was outstanding with a total of 1,550 accident-free days as of August 31st and reviewed the facilities performance charts and graphs. He stated that the recycled water facility produced 17.62 MG (million gallons) of recycled water in August.

The Manager-Engineer presented the District's monthly odor control report. He stated that in July, another of Mr. McEwen's odor control recommendations, adding sodium hypochlorite to the influent flow during warm weather periods, was implemented. He stated that staff continues to monitor the effects of these changes and that performance continues to be good.

The Manager-Engineer stated that staff continues to monitor the District's landscaping contractor, Cagwin and Dorward, on vegetation at the District's fence-line on Lea Drive and at the northeast corner area of the treatment facility. He stated that there were no new developments but that staff will bring further improvements for the Board's consideration at a future meeting.

The Collections and Reclamation department's reports for September were presented by Field Services Manager Steve Krauthem. He stated that staff cleaned a total of 61,271 feet of sewer pipelines and that outside contractors cleaned 1,717 feet of large diameter sewer mains in September. He stated that the District's closed circuit TV van (CCTV) televised 19,137 feet and that field crews televised 3,983 feet using the Push Cam. He gave an overview of the scheduled Collection System projects and reported that there were no sanitary sewer overflows in August.

The Field Services Manager presented the Reclamation Facilities Report. He stated that the rancher continues to work on routine parcel maintenance and that irrigation times were increased to promote pasture growth on Sites 3 & 7. He stated that an agreement was executed for the annual sludge disposal from the sludge lagoons and that grading work was performed in the dedicated land disposal (DLD) area in preparation for sludge disposal. He stated that a total of 88.19 million gallons (MG) of recycled water was applied to the irrigation pastures in August.

CAPITAL PROJECTS:

- WWTP Upgrade, Contract C, Account No. 73001: Primary Clarifiers Launderers Coating, Project Work Order No. 73001-14-01: Review bids received, accept the lowest responsive bid, and authorize the Manager-Engineer to execute a Contract with National Coatings and Linings Company in the amount of \$135,175.00. The Manager-

Engineer stated that District staff requested bids for the repair and coating of the effluent launder walls in Primary Clarifiers 1 & 2 and that four bids were received on September 3, 2014. He gave an overview of the bid review process and stated that National Coatings and Linings Company was the apparent low bidder with a bid amount of \$135,175.00. He recommended the Board award the project to National Coatings and Linings and authorize the Manager-Engineer to execute the contract.

On motion of Director Peters, seconded by Director Long, and carried unanimously, the Board reviewed the bids received for the Primary Clarifiers Launderers Coating project, accepted the lowest responsive bid, which was submitted by National Coatings and Linings Company, and authorized the Manager-Engineer to execute a Contract with National Coatings and Linings Company in the amount of \$135,175.

- Annual Treatment Plant and Pump Station Improvements, Account No. 72805: Olive Pump Station Re-roof; Project Work Order No. 72805-14-01: Review bids received, accept the lowest responsive bid, and authorize the Manager-Engineer to execute a Contract with Wedge Roofing, Inc. in the amount of \$43,800.00. The Field Services Manager stated that District staff requested bids for the repair of the roof at the Olive Pump Station and that two bids were received on September 9, 2014. He stated that Wedge Roofing, Inc. was the apparent low bidder with a bid amount of \$43,800.00. He recommended the Board award the project to Wedge Roofing and authorize the Manager-Engineer to execute the contract.

On motion of Director Long, seconded by Director Peters, and carried unanimously, the Board reviewed the bids received for the Olive Pump Station Re-roof project, accepted the lowest responsive bid, which was submitted by Wedge Roofing, Inc., and authorized the Manager-Engineer to execute a Contract with Wedge Roofing, Inc. in the amount of \$43,800.

- Annual Collection System Repairs, Account No. 72803: Redwood Blvd. Sewer Repair; Project Work Order No. 72803-14-01: Review bids received, accept the lowest responsive bid, and authorize the Manager-Engineer to execute a Contract with WR Forde & Associates in the amount of \$68,087.00. The Manager-Engineer stated that District staff requested bids for the repair of 199 feet of sewer main crossing Redwood Blvd. at Hill Road and that three bids were received on September 16, 2014. He stated that WR Forde & Associates was the apparent low bidder with a bid amount of \$68,087.00. He recommended the Board award the project to WR Forde & Associates and authorize the Manager-Engineer to execute the contract.

On motion of Director Peters, seconded by Director Miller, and carried unanimously, the Board reviewed the bids received for the Redwood Blvd. Sewer Repair project, accepted the lowest responsive bid, which was submitted by WR Forde & Associates, and authorized the Manager-Engineer to execute a Contract with WR Forde & Associates in the amount of \$68,087.

STAFF REPORTS:

- Receive report from attendance at a course on “Risk Assessment in Investing Public Funds” by the Government Finance Officers Association (GFOA). The Manager-Engineer stated that Finance Officer Laura Creamer attended a course on September 8th which discussed investing options for public funds and he suggested the District look into creating an investment plan. He stated he would like to invite the Investment Manager at California Sanitation Risk Management Authority (CSRMA) to a future Board meeting to discuss CSRMA’s investing program.

MANAGER’S ANNOUNCEMENTS:

- The Solid Waste Committee will meet on September 23rd at 10:00 a.m. at the District office.
- The next regular Board meeting will be held on Monday, October 13th.

ADJOURNMENT: There being no further business to come before the Board, President Mariani adjourned the meeting at 7:15 p.m.

Respectfully submitted,

Sandeep Karkal
Secretary

Julie Swoboda, Recording

Novato Sanitary District Operating Check Register

October 13, 2014

Date	Num	Name	Credit
Oct 13, 14			
10/13/2014	57529	Veolia Water North America, Inc.	169,230.39
10/13/2014	57523	Roto Rooter-(Inc.)	18,237.63
10/13/2014	57508	Lancer Sales USA, Inc.	10,413.12
10/13/2014	57522	RMC Water & Environment, Inc.	10,102.41
10/13/2014	57511	Meyers, Nave, Riback, Silver & W...	8,928.00
10/13/2014	57494	Caltest Analytical Lab Inc.	7,866.11
10/13/2014	57493	California Diesel & Power	7,510.86
10/13/2014	57506	Johnson, Dee	7,124.38
10/13/2014	57502	E & M Wonderware	5,035.51
10/13/2014	57504	Harmony Press	3,245.00
10/13/2014	57515	North Marin Water District	2,752.59
10/13/2014	57500	Dearborn National	2,711.51
10/13/2014	57501	Delta Dental	2,629.87
10/13/2014	57513	Monterey Mechanical, Inc.	1,800.00
10/13/2014	57530	Verizon California	1,715.58
10/13/2014	57527	Unicorn Group	1,503.42
10/13/2014	57497	Comet Building Maintenance, Inc.	1,397.74
10/13/2014	57486	3T Equipment Company Inc.	1,212.96
10/13/2014	57505	IEDA, INC	1,072.00
10/13/2014	57518	Pacific Dental Services	987.00
10/13/2014	57507	Labworks Equipment, Inc.	975.00
10/13/2014	57492	Cagwin & Dorward Inc.	950.00
10/13/2014	57533	WECO	928.06
10/13/2014	57516	Novato Disposal-	860.19
10/13/2014	57521	Restoration Management Company	728.47
10/13/2014	57517	Novato Radiator	654.52
10/13/2014	57498	CSDA-	600.00
10/13/2014	57512	MME	556.21
10/13/2014	57495	CED Santa Rosa, Inc	515.62
10/13/2014	57531	Vision Service Plan	483.95
10/13/2014	57488	Art's Towing	462.50
10/13/2014	57520	Pini Hardware	355.25
10/13/2014	57496	Claremont EAP, Inc.	295.00
10/13/2014	57489	AT&T Wireless	275.55
10/13/2014	57491	Buck's Saw Service, Inc.	231.87
10/13/2014	57490	B.W.S. Distributors, Inc.	225.74
10/13/2014	57499	Datco Billing Inc.	191.10
10/13/2014	57524	Sebastopol Bearing & Hydraulic	162.80
10/13/2014	57526	U.S. Bank Card (3)Craig	144.78
10/13/2014	57509	Leonardi Automotive & Electric, Inc.	119.17
10/13/2014	57525	U.S. Bank Card (2)(June)	101.01
10/13/2014	Dir Dep	Karkal, Sandeep	87.00
10/13/2014	57503	Evoqua Water Technologies - Lab	75.00
10/13/2014	57487	American Messaging	68.03
10/13/2014	57519	Pacific, Gas & Electric	61.44
10/13/2014	57510	MarinScope Inc.	59.00
10/13/2014	57528	United Parcel Service	47.95
10/13/2014	57532	VWR International Inc.	47.37
10/13/2014	57514	North Marin Auto Parts	35.48
Oct 13, 14			<u>275,774.14</u>

Novato Sanitary District Capital Projects Check Register

October 13, 2014

Date	Num	Name	Credit
Oct 13, 14			
10/13/2014	2773	MME	153,098.65
10/13/2014	2775	RMC Water & Environm...	25,197.18
10/13/2014	2771	Covello Group, The	15,448.00
10/13/2014	2772	Linscott Engineering Co...	5,092.78
10/13/2014	2774	Novato, City	3,500.00
10/13/2014	2769	A&P Moving Inc.	2,194.93
10/13/2014	2770	ALS Environmental	2,091.00
Oct 13, 14			<u>206,622.54</u>

Novato Sanitary District
Board Fees - September 2014

October 10, 2014

Date	Num	Name	Credit
Oct 10, 14			
10/10/2014	3196	Miller, Brant	1,182.04
10/10/2014	3706	Mariani, Jean M	616.93
10/10/2014	3707	Peters, A. Gerald	574.36
10/10/2014	3705	Long, William C	558.67
10/10/2014	3704	Butler, Gary	
Oct 10, 14			2,932.00

NOVATO SANITARY DISTRICT BOARD AGENDA ITEM SUMMARY

TITLE: Solid Waste: Solid Waste Committee meeting report	MEETING DATE: October 13, 2014
	AGENDA ITEM NO.: 7.a.
RECOMMENDED ACTION: Information. Receive report.	
SUMMARY AND DISCUSSION: The Solid Waste Committee held its meeting on September 23, 2014. Solid Waste Board committee members Mariani and Butler attended. City Council member Pat Eklund also attended. The District's Household Hazardous Waste (HHW) coordinator Ms. Dee Johnson of DLJ Associates was present, along with representatives from Novato Disposal Services (NDS), the District's solid waste franchisee. Ms. Johnson presented the Solid Waste report. A copy of the Solid Waste committee agenda packet including the report is attached.	
DEPT. MGR.:	MANAGER-ENGINEER:

NOVATO SANITARY DISTRICT

Meeting Date: September 23, 2014

The Solid Waste Committee of Novato Sanitary District will hold a meeting at 10:00am, Tuesday, September 23, 2014 at the District offices, 500 Davidson Street, Novato CA

AGENDA

1. AGENDA APPROVAL:

2. PUBLIC COMMENT: (PLEASE OBSERVE A THREE MINUTE TIME LIMIT):

This item is to allow anyone present to speak on an item not on the agenda, or to request consideration to place on item on a future agenda. No action will be taken by the Committee at this time as a result of public comments made

3. CONSIDER APPROVAL OF MINUTES OF MAY 29, 2014 MEETING:

4. UPDATES/ROUTINE BUSINESS ITEMS:

- a. City of Novato.
- b. Redwood Landfill.
- c. Novato Disposal - 2nd quarter report.
- d. Marin County JPA and Local Task Force.
- e. Legislation.

5. 2014 DISPOSAL/DIVERSION MONITORING REPORTS:

6. ZERO WASTE PROGRAMS CALENDAR/TIMETABLE STATUS:

7. HOUSEHOLD HAZARDOUS WASTE PROGRAMS:

- a. 2014 HHW programs update.
- b. Fall E-Waste Event scheduled for October 11-October 13, 2014.

8. RATE REVIEW SCHEDULE:

- a. Receive proposed rate review schedule.

9. ADJOURNMENT:

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**NOVATO SANITARY DISTRICT
SOLID WASTE COMMITTEE MEETING
May 29, 2014
3:00-4:00pm**

MINUTES

Members Present:

Brant Miller Jean Mariani

Others in Attendance:

Sandeep Karkal	Dee Johnson	Dan North	Gary Butler
Steve McCaffrey	Scott Pariani	Ramin Khany	Casey Williams
John Warren	Delyn Kies	Pat Eklund	

1. Approve agenda. The agenda for May 29, 2014 was approved as submitted.
2. Public Comment. There were no public comments.
3. Minutes of February 25,2014. The minutes of February 25, 2014 were approved as submitted.
4. Updates/Routine Business Items.
 - City of Novato. There was no update from the City. .
 - Redwood Landfill. Dan North reported on the status of the compost and C&D programs. Delivery of the blowers for the compost program is scheduled for 6/30 with program operation beginning at the end of the summer. The C&D program site needs to go through full closure prior to construction, which is expected to begin in 2015. Dan also reported that he will be leaving his position at Redwood at the end of August.
 - Novato Disposal - Steve McCaffrey discussed the quarterly report. He indicated that there has been a drop in recyclables due to a processing backlog of nearly 20,000 tons. He stated that there has been greater scrutiny of recyclables being sent to China – known as China’s “Green Fence” - which requires stricter handling and greater processing of loads. Newer equipment has helped make processing faster and cleaner. Brant asked whether new equipment will mean increased diversion or increased residual contamination. Steve answered that the newer equipment should reduce the residual contamination. Dee distributed a chart showing the growth of 20 gallon can customers over the past 5 years from 871 customers to 1,813 customers in 2013.
 - Marin County JPA and Local Task Force(LTF). Dee indicated that there was nothing new to report regarding the Local Task Force.
 - Legislation. Dee indicated that AB1893, the sharps bill, was being heard today on the Assembly floor and there is significant opposition from healthcare and pharmaceutical companies. SB270, the single-use carry out bag bill, AB2284, the battery stewardship bill, AB2355, the requirement for recycled materials in road base and paving and SB1014 on pharmaceutical waste are all still active and referred to committees.
5. Proposed 2014-2016 Solid and Hazardous Waste Programs Budget. Dee reviewed the proposed budget. There is a small increase in Solid Waste fees(3.7%) due to increased outreach/education staff time dealing with Zero Waste programs, multifamily/commercial outreach and food waste diversion. However, due to the Paintcare program, household hazardous waste costs are projected to decrease by 10%. Additional staff time for FY2014/15 will be dedicated to planning and study for move of the HHW facility. The Committee approved the proposed budget and forwarded it to the full District Board for adoption.
6. Zero Waste Programs Calendar/Timetable Status. Dee and Steve reviewed items included in the Zero Waste Programs calendar, including articles in the next newsletter, 2014 outreach campaigns, outreach events, fall route audits, school outreach and work with food waste diversion. Brant asked whether new technology or increased outreach will do more to help us reach our 60% diversion goal. Steve McCaffrey stated that both are equally important.

7. Household Hazardous Waste Programs
 - a. 2014 HHW Programs update. Dee reviewed the 2014 report, indicating that May was the busiest month ever at the HHW facility. The program continues to be very busy.
 - b. Spring E-Waste event report. Dee reported on the Spring E-Waste event. There were 943 participants, with 50,429 pounds of electronic waste collected. Outreach continued in the 2 newsletters, as well as a special E-waste flier inserted in Novato Disposal customer bills. We continue to operate the event at no charge. The Fall E-Waste event is scheduled for October 11-October 13, 2014.
8. 2014 Disposal/Diversion Monitoring Report. Novato Disposal's diversion for 1st quarter 2014 was 52.40%. Reports were not available from Redwood.
9. Adjourn. The next Committee meeting will be scheduled for some time in the 3rd quarter of 2014. Board member Brant Miller will be replaced on the Committee by Board member Gary Butler. The meeting adjourned at 4:05pm.

CITY OF NOVATO
2nd Quarterly Report
April- June 2014

Submitted by Novato Disposal Service

A. Solid Waste Data

A. Tons Delivered to Disposal Site

		This Quarter	Same Quarter One Year Ago
Residential	*	2,876.28	2,869.59
Commercial	**	3,660.71	3,652.21
TOTAL:		6,536.99	6,521.80

*includes commercial/multifamily locations served with carts

**includes multifamily accounts service with bins

B. Recycling Data

Tons Collected and Processed

This Quarter: 2,997.53
Same Quarter One Year Ago 3,665.81

Commodity	Curbside	Buyback	Total
	Commercial Multifamily Residential		
Cardboard	438.37	-	438.37
Paper (News & Mixed)	1,656.15	-	1,656.15
Recycling (Overages)*	66.51	-	66.51
Aluminum Cans & Foil	17.18	11.01	17.18
Metal Cans	32.04	-	32.04
**Glass	600.34	57.43	657.77
Plastic PET	49.55	-	49.55
Plastic NHDPE	10.22	.53	10.75
Plastic CHDPE	13.89	-	13.89
Plastic All Other	26.32	14.11	40.43
Other diverted materials	20.20	-	20.20
Total	2,914.45	83.08	2,997.53

* Please note this number was included in Mixed Paper in past reports.

**This includes glass overages

***Previous reports included C&D

C. Greenwaste Data

Tons Collected and Processed

This Quarter: 3,359.96
Same Quarter One Year Ago: 3,830.40
Food Waste: 26.94
Wood Waste: 11.61

Final Disposition:

All green waste was used as compost.

D. Construction and Demolition Data, including inert solids

Tons Collected and Processed

This Quarter: 1,029.15

E. Service Accounts

Residential Cart Weekly		Same Quarter One Year Ago
Can size	Number of Customers	Number of Customers
20 gallon	2,021	1,780
32 gallon	11,410	11,499
68 gallon	3,061	3,085
95 gallon	227	313
Non-Auto	6	6

Multifamily Cart Customers**			Cart Amt. ,Same Quarter One Year Ago**	
Can size	Weekly	2 or more times weekly	Weekly	2 or more times weekly
20 gallon	1	0	1	0
32 gallon	21	0	20	0
68 gallon	24	0	17	0
95 gallon	7	0	7	0

Multifamily Bin Customers				Same Quarter One Year Ago		
Bin size	Weekly	2 times weekly	3 or more times weekly	Weekly	2 times weekly	3 or more times weekly
2 yd.	17	3	1	19	3	1
3 yd.	25	22	25	26	23	25
4 yd.	0	0	2	0	0	2
6 yd	1	0	2	1	0	2

Commercial Cart Weekly		Same Quarter One Year Ago
Can size	Number of Customers	Number of Customers
20 gallon	0	0
32 gallon	113	134
68 gallon	132	120
95 gallon	120	106

Commercial Bin Customers				Same Quarter One Year Ago		
Bin size	Weekly	2 times weekly	3 or more times weekly	Weekly	2 times weekly	3 or more times weekly
2 yd.	99	9	3	94	8	3
3 yd.	159	87	73	154	91	76
4 yd.	11	10	4	10	9	1
6 yd.	5	3	7	4	3	7

Commercial Special Service*		Same Quarter One Year Ago
Bin Size	Number of Customers	Number of Customers
3 yd.	13	10
15 yd.	2	2
20 yd.	2	1
30 yd.	2	3
Compactor	9	8

*Special service is bimonthly, monthly, on-call or other irregular service

F. Noteworthy Actions

E-waste Event

Novato Disposal Service participated in the Novato Sanitary District's E-Waste Drop-off event April 26th - 28th.

Community Education/Outreach

- Outreach staff provided a tour to the Novato and Cotati Conservation Corp Staff. A presentation on the path of the trash was given followed by a visit to our MRF. Staff answered questions in detail to further educate new Corp members.
- Outreach staff met Jim and Mark again from PG&E to complete discussion on specific items on site and how to dispose of items properly. Made changes to sites in Novato (Ignacio Sub Station) and Santa Rosa (2 locations). Staff followed up with signage and answered account questions.
- Outreach staff spoke with Lulu a member of staff from Weldon Exhibits throughout the museum that is recyclable and things that may be considered recycling but are not. Staff provided the office with a list of recycling dos and don'ts. Staff was on site to offer education and assistance for increasing recycling.
- Outreach staff visited Taqueria Mi Pueblo #3 and dropped off recycle guide and offered any recycle and compost education.
- Outreach staff met with an employee from West America Bank to discuss what materials are recyclable. Staff also offered a staff education if when needed.
- Outreach staff hosted a booth in collaboration with Novato Sanitary District at the Novato School Fuel's Novato Fun Day.
- Outreach staff hosted a booth in with Novato Sanitary District at the Novato Art & Wine Festival.

Schools

- Outreach staff met with Janice Pack from Rancho School. We discussed future presentations to the kindergarten class and suggested a school wide assembly for the following school year. Staff was on site to answer any questions.
- Outreach staff sent an email to all public schools wishing them a good summer and reminding them to consider the education opportunities available to them for no cost from Novato Disposal.

G. Additional Information

Mailers

Please find attached:

- New start post cards
- All multi-family units were sent out a business packet describing services available through Novato Disposal. We since have received feedback from a few complexes in terms of outreaching on site to tenants with our recycle door hangers. Also providing site visits with property owners or managers to assess and increase recycle efforts. Customers contacted:

Recycle Guide Participation: Multi- Family				
Customer Contacted	Participating	# of units	RRY Serv.	Yard Waste
Second St Apartments	N	-	3-32gal	N
Richard Villa	Y	4	4-68gal	N
Ignacio Hills Apartments	Y	200+	17-95gal	N
Ignacio Oaks Apts	Y	6	3-68gal	N
Wallace L. Graham	Y	4	95gal	N
1035 Third St Apartments	Y	4	2-95gal	N
Alicia Apartments	N	-	3yd	N
Tamalpais Gardens	Y	22+	22-95gal	N
Creekside Apartments	Y	18	95gal	N

- **Spring issue of the Recycling News:** featured a front page article about Multi Family Recycling which gave direction to clients that have been wondering how to get started on a recycling program at their multi- family complex. Also included in this Spring edition was information about how to handle cooking oil and a few reminders of our split body trucks, along with local event promotions such as Novato's 19th Annual Clean and Green Day, Tour of Novato (School Fuels), Novato Art, Wine & Music Festival and Novato's 4th of July Parade. Other details included in newsletter were service reminders, FAQ, recycle and compost guides, as well as 20 gal promotion, HHW Schedule, and E-waste recycling event information.

Donations

Novato Disposal provided the following donations:

- Novato Disposal Service donated (1) 3yd garbage bin to IDESI for an auction on May 9, 2014.
- Novato Disposal Service donated (8) 95gal garbage, (8) 95gal recycle cans, (2) STD & (2) ADA units to the Foundation for Public Education for Tour of Novato & Fun Fair on May 2, 2014.

- Novato Disposal donated a 20yd recycle bin to Marin Food Bank for Stamp Out Hunger Food Drive on may 5, 2014.
- Novato Disposal Service donated (2) 4yd garbage bins to IDESI for Holy Ghost Fiesta on May 30, 2014.
- Novato Disposal Service donated (3) standard port o potty, (1) ADA port o potty, and (2) portable sink for Novato Rotary Circus on May 2, 2014.
- Novato Disposal Service donated (1) 30yd garbage box, (1) 30yd recycle box, and (8) 95gal recycle cans to Nativity of Christ Church for Marin Greek Festival on May 22, 2014.
- Novato Disposal Service donated (2) 20yd garbage boxes, (1) recycle box, (4) 3yd compost bins, (22) STD portable units, (5) ADA portable units & (5) sinks to Novato Chamber of Commerce for Art, Wine, and Music Festival on June 13, 2014.
- Novato Disposal Service donated (8) 95gal compost carts to Loma Verde School for International Night on June 17, 2014.

NOVATO DISPOSAL SERVICES DISPOSAL/DIVERSION 2013 vs. 2014**

DIVERSION	2013 <u>1stQ</u>	2014 <u>1stQ</u>	2013 <u>2ndQ</u>	2014 <u>2ndQ</u>	2013 <u>3rdQ</u>	2014 <u>3rd Q</u>	2013 <u>4th Q</u>	2014 <u>4th Q</u>	TOTAL 2013	TOTAL <u>2014</u>
Novato Disposal Recycled (Curbside & Buyback)	3,911	3,047	3,585	2,996						
Novato Disposal C&D, Wood, Inerts & Bulky waste	738	717	1,209	1,042						
Novato Disposal Green/residential food waste for compost	3,305	3,048	3,590	3,360						
Novato Disposal Commercial Food Waste for compost	21	19	36	27						
TOTAL TONS DIVERTED	7,975	6,830	8,420	7,425						
DISPOSAL										
MSW& Debris Box/Novato Disposal	6,142	6,204	6,522	6,537						
TOTAL TONS DISPOSED	6,142	6,204	6,522	6,537						
TOTAL WASTE GENERATED(TONS)	14,117	13,034	14,943	13,962						
PERCENT DIVERTED	56.49%	52.40%	56.35%	53.18%						
**Novato Disposal diversion/disposal does not include Redwood self haul										
PERCENT DIVERTED WITH REDWOOD SELF HAUL	58.57%	56.37%	58.52%							

ITEM 5		NOVATO DISPOSAL RECYCLING BY MATERIAL TYPE							
		2013 - 2014							
		2013	2014	2013	2014	2013	2014	2013	2014
MATERIALS (weight in tons)		1st qtr	1st qtr	2nd qtr	2nd qtr	3rd qtr	3rd qtr	4th qtr	4th qtr
Paper									
	Corrugated Paper	604.50	609.81	607.59	438.37				
	Computer paper	39.73	49.51	52.35	42.91				
	Mixed paper(inc.newspr. in 07)	2,051.01	1,500.14	1,825.11	1,613.24				
	Overages	92.57	69.08	88.16	66.51				
	Newspaper	0.00	0.00	0.00	0.00				
	High Grade Ledger	0.00	0.00	0.00	0.00				
Subtotal Paper		2,787.81	2,228.54	2,573.21	2,161.03				
Plastic									
	HDPE	8.99	11.16	9.47	10.75				
	PETE	43.99	53.04	53.80	49.55				
	PETE/HDPE Mix	15.72	15.23	12.96	13.89				
	Other plastics	149.37	74.63	128.08	40.43				
Subtotal Plastic		218.07	154.06	204.31	114.62				
Glass									
	CA Redemption value	833.16	606.74	751.13	657.77				
	Other Glass	0.00	0.00	0.00	0.00				
Subtotal Glass		833.16	606.74	751.13	657.77				
Metals									
	Aluminum Cans	10.80	16.03	15.24	17.17				
	Ferrous & Tin cans	40.34	27.20	27.52	32.04				
	Non-Ferrous	0.00	0.00	0.00	0.00				
	White Goods	20.88	15.02	14.06	13.60				
	Other	0.00	0.00	0.00	0.00				
Subtotal Metal		72.02	58.25	56.82	62.81				
Yard Waste									
	ADC(Redwood Landfill)	0.00	0.00	0.00	0.00				
	Compost	3,304.76	3,047.53	3,590.09	3,359.96				
Subtotal Yard Waste		3,304.76	3,047.53	3,590.09	3,359.96				
Organics									
	Food waste	20.88	18.79	35.80	26.94				
	Tire & Rubber	0.00	0.00	3.08	0.00				
	Wood Waste	12.78	2.94	7.37	11.61				
	Textiles&Leather	0.00	0.00	0.00	0.00				
Subtotal Organics		33.66	21.73	46.25	38.55				
Special Wastes									
	Inert Solids (used as ADC)	721.66	711.70	1,195.86	1,029.15				
	Bulky wastes	3.52	2.09	3.06	1.29				
	Sludge	0.00	0.00	0.00	0.00				
Subtotal Special Wastes		725.18	713.79	1,198.92	1,030.44				
GRAND TOTALS		7,974.66	6,830.64	8,420.73	7,425.18				

Haulers: Novato Disposal
Self Haulers

Reporting period: Comparison 2008 - 2013

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
A. DIVERSION						
Novato Disposal Recycled (Curbside & Buyback)	12,471.50	12,772.72	13,962.00	14,144.00	14,298.00	14,306.00
MRRC recovery	2,050.00	1,062.00	1,271.88	1,512.83	1,672.94	2,047.79
Self haul Inerts Diverted Redwood Landfill	18,198.30	8,942.72	7,653.87	5,830.80	8,362.25	7,176.55
Redwood Landfill self haul C&D recycled	7.32	96.00	42.52	107.89	290.56	397.63
City of Novato Inerts diverted	N/A	N/A	0.00	N/A	N/A	N/A
ADC from MRRC	0.00	0.00	0.00	0.00	0.00	0.00
Compost from MRRC	189.00	127.00	185.50	193.74	253.51	190.26
Greenwaste From Redwood Landfill self haul/compost	1,305.93	1,040.00	893.20	779.83	453.99	588.20
Novato Disposal Inerts	4,049.25	5,062.84	6,370.63	3,748.00	3,440.00	4,023.00
Novato Disposal Green Waste/residential food waste for compost	13,349.39	12,527.34	14,973.97	14,076.00	14,328.00	13,397.00
Novato Disposal commercial food waste for compost				117.00	137.00	100.00
North Marin Metal Recycling						53.84
TOTAL TONS DIVERTED	51,620.69	41,630.61	45,353.57	40,510.09	43,236.25	42,280.27
B. DISPOSAL						
MSW& Debris Box/Novato Disposal	32,823.74	29,722.71	31,557.69	29,336.00	25,859.00	25,294.00
MRRC Residuals	1,387.00	649.00	856.37	886.75	929.21	1,092.33
MRRC Wood/Yard Waste incinerated	433.00	178.00	238.86	253.36	308.38	404.08
Redwood Landfill self haul C&D waste disposed	4,950.54	4,530.00	3,569.07	3,181.87	4,006.14	3,435.86
Novato waste disposed out-of-county		N/A	N/A	N/A	N/A	N/A
TOTAL TONS DISPOSED	39,594.28	35,079.71	36,221.99	33,657.98	31,102.73	30,856.27
C. TOTAL WASTE GENERATED(TONS)	91,214.97	76,710.32	81,575.56	74,168.07	74,338.98	73,135.54
D. COMPLIANCE WITH AB939 DIVERSION MANDATE	56.64%	54.29%	55.63%	54.96%	58.16%	57.81%
Percent Diverted Using Generation Based Calculation Method(includes 10% incineration waste)						

REDWOOD LANDFILL SELF HAUL BREAKDOWN (TONS)

	<u>TOTAL 2008</u>	<u>TOTAL 2009</u>	<u>TOTAL 2010</u>	<u>TOTAL 2011</u>	<u>TOTAL 2012</u>	<u>TOTAL 2013</u>
Inerts/ Diverted	18,198.30	8,942.72	7,653.87	5,830.80	8,362.25	7,176.55
Greenwaste Diverted/compost	1,305.93	1,040.00	893.20	779.83	453.99	588.20
C&D/ Disposed	4,950.54	4,530.00	3,569.07	3,181.87	4,006.14	3,435.86
C&D Recycled	0.00	96.00	42.52	107.89	248.84	397.63
Total	24,454.77	14,608.72	12,158.66	9,900.39	13,071.22	11,598.24
Percent Redwood self haul diverted	79.76%	68.99%	70.65%	67.86%	69.35%	70.38%

CALENDAR/TIMETABLE FOR ZERO WASTE PROGRAMS IN FRANCHISE AGREEMENT

All items taken from Exhibits 4 through 6 of March 14, 2010 Solid Waste Franchise Agreement

EXHIBIT 4: Zero Waste Community Outreach

ITEM/GOAL	PERSON(S) RESPONSIBLE	TIMELINE	FINAL DUE DATE	OBJECTIVES/ ADDITIONAL ITEMS
1. Novato Disposal newsletters	Casey/Latisha	2 times a year	Notify District in Fall for dates of subsequent annual newsletters	One Zero Waste feature article in each newsletter <i>Fall newsletter to include articles on Novato bag ordinance, food waste composting, can stickers & paperless billing</i>
2. Promote 20 gallon cans	Casey/Latisha	Ongoing	Ongoing	Promote in newsletters & bills <i>Note: 20 gal can use increased 12% from 2nd Q 2013</i>
3. Promote backyard compost bins	Steve/Casey/Latisha	Ongoing	Ongoing	Promote in newsletter, at events & with Backyard Compost classes run by Marin Food Scrap Coalition or Marin Master Gardeners
4. 2 Outreach Campaigns promoting zero waste, waste reduction and/or other diversion	Steve/Casey	Ideas for 2015 campaign submitted	October of each year to District for approval	<u>2015 Outreach Campaigns</u> 1. Commercial & multifamily recycling outreach 2. Commercial food scraps composting
5. Promote commercial audits to all businesses of 4 c.y. or greater	Scott/Dee	(see AB32 item)	(see AB32 Item)	Include in AB32 promotions
6. New customer packets to include Zero Waste promotions	Casey/Latisha	Ongoing	Ongoing	New customer to be directed to website; packets upon request and update annually

ITEM/GOAL	PERSON(S) RESPONSIBLE	TIMELINE	FINAL DUE DATE	OBJECTIVES/ ADDITIONAL ITEMS
<p>7. Visit all commercial businesses with 4 c.y. service or more and multi-family complexes of 5 units or more annually</p>	<p>Scott/Dee</p>	<p>(see AB32 item)</p>	<p>Ongoing</p>	<p>Visits to determine service level, contact business owners and/or property managers; visits with multi-family also identify resident outreach methods;conduct presentations</p>
<p>8. Participate in 10 events annually</p>	<p>Steve/Casey/Latisha/Dee</p>	<p>Submit ideas for events to District by 4th quarter of each year for following year</p>	<p>List submitted to District for 2015 events</p>	<p><u>2014 Events</u></p> <ul style="list-style-type: none"> • North Bay Watershed Conference - April 11 • Novato's Clean & Green Day – April 26 • E-Waste Events handouts April 26-28 • School Tour of Novato – May 3 • Novato Art & Wine Festival June 14 & 15 • 4th of July Parade • Farmer's Markets – August 20 & Sept. 23 • Sr. Center Health Fair – October 16 • E-Waste event handouts – Oct 11-13 <p><u>2015 Events Currently Scheduled</u></p> <ul style="list-style-type: none"> • North Bay Watershed Conference - • Novato's Clean & Green Day – April

ITEM/GOAL	PERSON(S) RESPONSIBLE	TIMELINE	FINAL DUE DATE	OBJECTIVES/ ADDITIONAL ITEMS
				<ul style="list-style-type: none"> • E-Waste Events handouts Spring 2015 • School Tour of Novato – May • Novato Art & Wine Festival June • 4th of July Parade • Farmer’s Markets – at least 2 • Sr. Center Health Fair – October • E-Waste event handouts – Fall 2015 • Rotary presentations • Novato Nostalgia Days - August
<p>9. Conduct annual retraining at schools on recycling & Zero Waste; participate in developing Zero Waste curricula for schools; offer Zero Waste & recycling programs for school assemblies</p>	<p>Latisha/MCC/Dee</p>	<p>(See Ex. 5 School Recycling and Food Waste Program)</p>	<p>Ongoing</p>	<p><i>Novato Disposal sends email out to all schools re: recycling education opportunities; schedule meeting with School District; work with San Marin & Novato H.S. re: food waste</i></p>
<p>10. Annual Waste Audit of City facilities and work with City on Zero Waste goals</p>	<p>Steve/Scott/Dee/City staff</p>	<p>Ongoing</p>	<p>Ongoing</p>	<p><u>Sites for 2014</u></p> <ul style="list-style-type: none"> • New City Hall • Several City parks <p><u>Sites for 2015</u></p> <ul style="list-style-type: none"> • Work with City staff on additional sites
<p>11. Bilingual Zero Waste recycling and diversion guides</p>	<p>Casey/Latisha</p>	<p>Initial revisions</p>	<p>Ongoing</p>	<p>Update as needed</p>
<p>12. Interactive website with links to Zero waste & reuse options</p>	<p>Casey/Dee</p>	<p>See Exhibit 6</p>	<p>See Exhibit 6</p>	

ITEM/GOAL	PERSON(S) RESPONSIBLE	TIMELINE	FINAL DUE DATE	OBJECTIVES/ ADDITIONAL ITEMS
13. Billing inserts on program updates as needed	Steve/Casey	4 2-sided inserts annually	March 2015, June 2015, Sept 2015 & December 2015	<i>March insert – paperless billing & E-Waste event</i> <i>June insert –HHW facility</i> <i>Sept. insert.- E-Waste event & paperless billing</i> <i>Dec. insert - Xmas tree recycling</i> <i>Permanent 2nd side – debris box & Recycling Center</i>
14. Annual selective route audits to gauge program success	Steve/ Scott	Annual baseline audit	Ongoing	Conducted route audits in 2011, 2012 and 2013 for food waste program and green waste program participation; <i>2014 route audit for set out rates scheduled for Fall 2014</i>
15. Corrective action cart hangers	Steve/Route supervisor	As needed	As needed	

Exhibit 5: School Recycling and Food Waste Program outline

Latisha and MCC working on this item; needs more discussion and a separate calendar of goals, tasks and due dates

EXHIBIT 6: Zero Waste Program Implementation Schedule

ITEM/GOAL	PERSON(S) RESPONSIBLE	TIMELINE	FINAL DUE DATE	OBJECTIVES/ ADDITIONAL ITEMS
Food/Green Waste Composting				
1. Single family residential	Steve/Scott/Casey/Latisha/Dee	Ongoing	Ongoing	Additional work needed with HOA's without green carts, but with single family service; List of Novato HOA's updated; residential food waste audit in 2013; <i>meet with HOA's to provide carts for food and green waste</i>

ITEM/GOAL	PERSON(S) RESPONSIBLE	TIMELINE	FINAL DUE DATE	OBJECTIVES/ ADDITIONAL ITEMS
2. Place food waste diversion stickers on food carts and notify re: food scrap pail availability	Steve/Scott/Casey	Stickers mailed week of 1/20/12	Stickers - April 2012 Over 1500 free food scrap pails distributed	Food Waste green can stickers mailed January 2012, asking all households to place on cart; 85% of households have stickers on green cans; food scrap pails advertised in newsletter, website, ads; distributed at Farmer's Market & Senior Center; <i>NDS notice in Fall newsletter re: can stickers and availability of food scrap pails for purchase at \$6.00 each</i>
3. Supermarket food waste diversion	Steve/Scott/Casey	Begin early 2013	Ongoing	Redwood accepting commercial food waste in compost program; <i>promote businesses diverting food waste in newsletters and window stickers</i>
4. Restaurant Food waste diversion	Steve/Scott/Casey	Begin early 2013	Ongoing	Redwood accepting restaurant food waste in compost program; <i>promote businesses diverting food waste in newsletters and window stickers</i>
5. Multi-family food waste diversion	Steve/Scott/Casey	Ongoing	Ongoing	<i>Continue work with multifamily units on food waste diversion; review cost structure</i>

ITEM/GOAL	PERSON(S) RESPONSIBLE	TIMELINE	FINAL DUE DATE	OBJECTIVES/ ADDITIONAL ITEMS
C&D Recycling, reports & enforcement				
1. Monitor C&D recycling reports & conduct outreach to contractors	Casey/Dee	Ongoing/quarterly reports	Ongoing	NDS provides quarterly C&D recycling reports to City & Dee
2. Enforce C&D recycling thru Solid Waste ordinance	Sandeep/Dee	Ongoing	2014	District solid waste ordinance to be reviewed, updated & enforced
AB32 /AB341/AB818 Multi-family & Commercial mandated recycling				
1. Identify all multifamily & commercial sites & review recent legislation for changes to program	Casey/Dee/Scott/Latisha	Staff meeting – completed		Novato Disposal & District staff meeting on 2/1/12 to discuss databases to obtain accurate site information; Novato Disposal database to include site name, address, phone, bill payer and/or site owner, level & type of service provided (garbage; recycling); site visits; outcome
2. Develop materials for commercial & multifamily residents	Latisha/Dee review	Current	Ongoing	Novato Disposal mailers, door hangers and web page; District web page & Patch ads; develop additional handouts & mailers for property managers

ITEM/GOAL	PERSON(S) RESPONSIBLE	TIMELINE	FINAL DUE DATE	OBJECTIVES/ ADDITIONAL ITEMS
3. Make site visits	Scott/Dee/Latisha	Ongoing	Ongoing	Visits to include information on AB32 recycling requirements, waste audit availability; Dee, Latisha & Scott to make ongoing site visits; schedule site walk-throughs of Bel Marin Keys area
4. Participate in workshops for multifamily & commercial property managers	Dee/Scott/Latisha	Ongoing	Ongoing	District and Novato Disposal to develop materials and schedule meetings with property managers as necessary; revised HOA list; contact rental housing associations, HOA's and property managers; follow-up with site visits
5. Provide recycling containers	Steve/Scott	Ongoing	Ongoing	Following site visits, to determine size & placements, Novato Disposal can begin delivery of recycling containers
6. Implement mandated multifamily & commercial recycling	District & Novato Disposal	Ongoing	Ongoing	District to provide ongoing outreach/ education
Schools Campaign				
1. Institute food waste recycling	District & Novato Disposal	Ongoing	Ongoing	Program instituted in select schools; meet with School District staff re: food waste in new San Marin & Novato H.S. cafeterias
2. Monitor food waste & recycling programs; meet with teachers & students	Latisha & MCC	Ongoing	Ongoing	Separate calendar & schedule to be developed

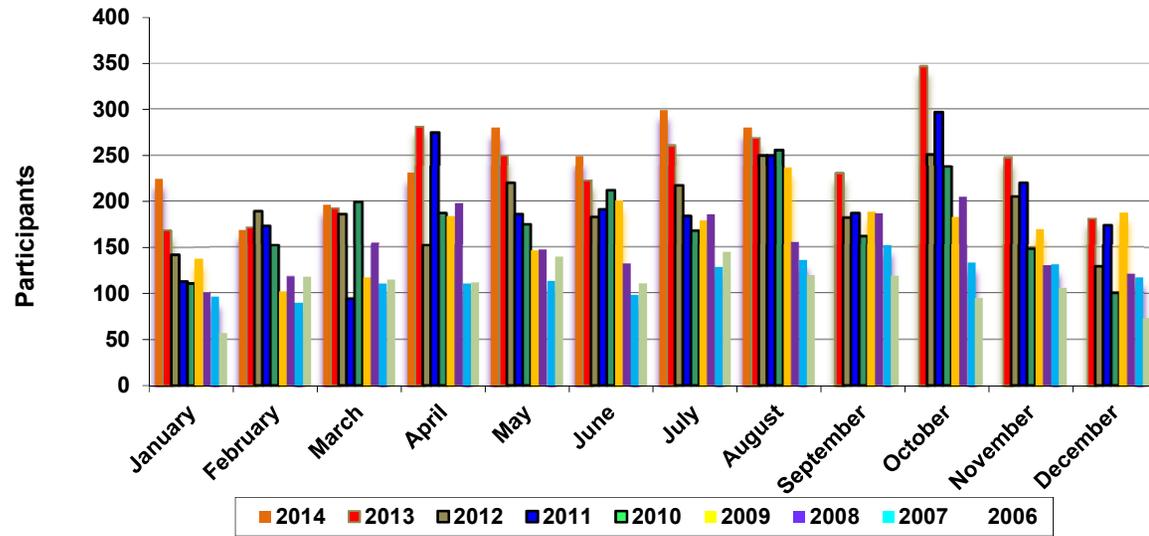
ITEM/GOAL	PERSON(S) RESPONSIBLE	TIMELINE	FINAL DUE DATE	OBJECTIVES/ ADDITIONAL ITEMS
Backyard Composting				
1. Promote backyard composting through compost bin promotion	Steve/Casey/Latisha	Ongoing	Ongoing	See Item EX 4, Item 3
Wet/Dry Route Collections				
1. Discuss feasibility of system & institute if feasible	District & Novato Disposal	2018/2020	2020	Discussions begin in 2018, with system instituted in 2020 if feasible
Discuss feasibility & diversion potential of conversion technology systems	District & Novato Disposal		2025	
Zero waste diversion goals				
1. 60% diversion	Novato Disposal	12/31/15	12/31/15	With 60% diversion required by 12/31/2015, reports will be required within 60 days , or by end of February 2016 to District to prepare final reports
2. 70% diversion	Novato Disposal	12/31/20	12/31/20	With 70% diversion required by 12/31/2020, reports will be required within 60 days , or by end of February 2021 to District to prepare final reports
3. 80% diversion	Novato Disposal	12/31/25	12/31/25	With 80% diversion required by 12/31/2025, reports will be required within 60 days , or by end of February 2026 to District to prepare final reports

HHW FACILITY SUMMARY 2014	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
Total Participants	225	169	196	231	280	249	299	280					1,929
Been to events before?(Yes)	181	138	162	183	222	190	241	232					1,549
Permanent facility?	160	118	139	149	194	171	202	197					1,330
Temporary events?	33	26	34	38	49	34	49	48					311
First time user?	44	31	34	48	58	59	58	48					380
Type of waste brought in?													
Antifreeze	21	13	12	13	16	22	18	25					140
Asbestos	1	0	7	2	3	3	2	4					22
Auto products	29	15	36	31	45	32	39	43					270
Car batteries	7	3	2	9	13	6	5	9					54
Computer monitors	25	12	11	7	22	19	18	30					144
Cements, sealers	25	19	27	27	47	40	38	45					268
Fluorescent tubes & bulbs	36	24	33	27	46	29	42	49					286
Household batteries	45	36	43	50	60	55	56	65					410
Household cleaners, polishes	51	36	54	58	72	56	72	76					475
Latex paint	71	62	72	83	117	111	116	120					752
Mercury Waste	4	1	2	3	2	5	6	3					26
Motor oil/filters	26	20	28	32	34	31	37	45					253
Old gasoline	9	9	8	17	12	12	11	17					95
Oil base paint	47	39	55	68	81	80	77	103					550
Paint thinners, solvents	52	51	53	70	93	69	69	92					549
Pesticides, herbicides, insecticides	40	23	46	44	60	49	60	67					389
Pet care products	5	2	9	9	9	6	6	6					52
Photo chemicals	0	1	1	1	1	2	3	2					11
Pool Chemicals	6	3	2	6	14	3	13	9					56
Propane/helium tanks/fire extinguishers	18	13	23	31	31	26	32	29					203
Sharps	2	1	2	3	5	2	5	7					27
Spray paints	35	26	31	39	44	55	37	69					336
Television	43	24	41	28	21	30	30	24					241
Thermometers/Thermostats	2	1	3	1	2	6	1	3					19
Wood preservatives, stains	25	25	28	39	42	40	43	51					293
Other	46	40	37	36	52	45	47	49					352
Hear about program?													
Recycling Center flier	92	76	64	104	126	111	111	104					788
Novato Advance ad	5	10	8	13	10	9	17	14					86
<i>Novato Patch ad</i>	2	2	3	8	12	6	16	8					57
Word of mouth	49	29	38	31	38	41	51	36					313
Novato Disposal newsletter	85	62	79	107	100	94	121	111					759
Sanitary District newsletter	13	21	17	21	28	18	30	27					175
Sanitary District website	18	15	16	12	13	11	23	32					140
Other	26	15	25	10	11	15	16	25					143
Change your own motor oil?													
Yes	39	21	31	28	35	32	36	37					259
Novato Recycling Center	30	15	20	22	27	24	23	27					188
Kragens	10	8	10	7	11	11	12	14					83
Pennzoil	1	0	4	0	0	0	1	3					9
Other	0	0	0	0	1	2	2	0					5
If yes, want curbside pickup?	11	6	10	10	15	13	13	13					91
No	186	148	165	203	245	221	263	243					1,674
Comments													
Compliments/Good	64	50	55	79	82	88	77	98					593
Complaints	1	0	2	0	2	1	1	2					9

HHW PARTICIPANTS 2006 - 2014

	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>Totals</u>
2014	225	169	196	231	280	249	299	280					1,929 open 3 days in April
2013	169	172	193	281	250	223	261	269	231	347	248	181	2,825
2012	142	189	186	152	220	183	217	250	182	251	205	129	2,306
2011	113	173	94	275	186	191	184	250	187	297	220	174	2,344
2010	111	152	199	187	175	212	168	256	162	238	148	100	2,108 August 6 days
2009	138	102	117	184	146	201	179	237	189	183	170	188	2,034 August 6 days
2008	101	118	155	198	147	132	186	156	187	205	130	121	1,836
2007	96	90	111	110	113	98	129	136	152	133	131	117	1,416
2006	57	118	115	112	140	111	145	120	119	95	106	73	1,311
% Change from 2013	33.14%	-1.74%	1.55%	-17.79%	12.00%	11.66%	14.56%	4.09%					

HHW Facility Monthly Participation 2006- 2014



Novato Sanitary District

**SCHEDULE FOR CONSIDERATION OF MAXIMUM REFUSE DISPOSAL RATES -
Effective January 1, 2015**

October 13, 2014	Regular Board meeting. Board sets Public Hearing date for November 10, 2014.
October 15, 2014	1st Public Hearing legal notice published in Marin Independent Journal.
October 21, 2014	Meeting of Solid Waste Committee (Jean Mariani, Gary Butler) to consider rate review report and make recommendation to the Board of Directors.
October 22, 2014	2 nd Public Hearing legal notice published in Marin Independent Journal.
October 27, 2014	Regular Board meeting. Board receives report and recommendation from Solid Waste Committee.
November 10, 2014	Regular Board meeting. Public Hearing to hear public comments and consider adoption of Resolution Setting Maximum Refuse Rates for Novato Disposal Service.
November 14, 2014	Publication of Resolution and Refuse Disposal Rates in Marin Independent Journal, to be effective January 1, 2015.

Public Hearing Noticing Procedures

Hearing Notice published once a week for two successive weeks with at least 5 days intervening between the respective publication dates. First publication to be at least 14 days prior to the date set for hearing. (Publish in Marin IJ)

Resolution with new rates to be published once in the IJ to be effective on January 1, 2015.

NOVATO SANITARY DISTRICT BOARD AGENDA ITEM SUMMARY

TITLE: Solid Waste: Public Notice and Hearing - CY2015 Maximum Solid Waste Rates.

MEETING DATE: October 13, 2014

AGENDA ITEM NO.: 7.b.

RECOMMENDED ACTION: Review proposed public hearing notice language, and set public hearing date for establishing Calendar Year (CY) 2015 maximum solid waste rates.

SUMMARY AND DISCUSSION:

The District's Franchise Agreement with Novato Disposal Service (NDS) provides for an annual rate adjustment. NDS has submitted a rate review request. The District has retained R3 Consulting Group, Inc. (Sacramento), to assist with the rate review, and prepare its own, independent analysis for a proposed rate adjustment for calendar Year (CY) 2015.

The proposed schedule for establishing the CY2015 maximum sold waste rates was presented to the Board's Solid Waste Committee at its September 23, 2014 meeting. A copy of the schedule is included in the Solid Waste Committee report of item 7.a. A copy of the proposed Notice of Public Hearing is attached.

Accordingly, it is recommended that the Board review the proposed public hearing notice language, and set the date for the public hearing for establishing the CY2015 maximum solid waste rates for its scheduled meeting of November 10, 2014.

BUDGET INFORMATION: NA.

DEPT. MGR.:

MANAGER-ENGINEER:

NOTICE OF INTENTION TO CONSIDER MODIFICATIONS TO MAXIMUM SOLID
WASTE SERVICE CHARGES

NOVATO SANITARY DISTRICT

NOTICE IS HEREBY GIVEN that it is the intention of the Board of Directors of the Novato Sanitary District to consider modification of the maximum solid waste service charges.

NOTICE IS FURTHER GIVEN that on Monday, November 10, 2014, at 6:00 PM at the regular meeting place of Novato Sanitary District, 500 Davidson Street, Novato, CA 94945, said Board will hear all persons desiring to be heard and shall consider adoption of the maximum solid waste service charges applying within the Novato Sanitary District.

BY ORDER OF THE BOARD OF DIRECTORS OF THE NOVATO SANITARY
DISTRICT

Dated: October 13, 2014

Sandeep Karkal, Secretary
Novato Sanitary District

Publish October 15 and 22, 2014

NOVATO SANITARY DISTRICT BOARD AGENDA ITEM SUMMARY

TITLE: Personnel: Memorandum of Understanding (MoU) with Represented Group	MEETING DATE: October 13, 2014 AGENDA ITEM NO.: 8.a.
RECOMMENDED ACTION: Approve Memorandum of Understanding (MoU) with represented employee group, International Brotherhood of Teamsters Local 315, July 1, 2014 through June 30, 2018.	
SUMMARY AND DISCUSSION: The District's designated representatives Austris Rungis of IEDA, and the District Manager-Engineer have successfully negotiated a new MoU with the represented employee group, represented by the International Brotherhood of Teamsters (IBT), Local 315. This new MoU will be the successor document to the current MoU. The MoU reflects the guidance provided by the Boards' ad-hoc Labor Relations Committee and is consistent with the direction provided by the entire Board at its July 14, 2014 meeting. A copy of the MoU as approved by the represented group is attached. It is recommended that the Board approve the Memorandum of Understanding (MoU) with represented employee group, International Brotherhood of Teamsters Local 315, July 1, 2014 through June 30, 2018.	
DEPT. MGR.:	MANAGER-ENGINEER:

MEMORANDUM OF UNDERSTANDING

between

NOVATO SANITARY DISTRICT

and

TEAMSTERS LOCAL 315

for the period

July 1, 2014 through June 30, 2018

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PREAMBLE

This Memorandum of Understanding (MOU) is entered into pursuant to the Meyers-Milias-Brown Act, California Government Code Section 3500 et. seq. by the Novato Sanitary District (District) and the Teamsters Local 315 (Union). This agreement shall become effective upon approval by the Board of Directors of the District and upon approval by Local 315.

ARTICLE 1. RECOGNITION

The Novato Sanitary District recognizes the Teamsters Local 315 as the certified majority representative of the employees in the unit consisting of those classifications set forth in the attached Exhibit "A."

ARTICLE 2. TERM

The effective date of this MOU shall be July 1, 2014 through June 30, 2018.

ARTICLE 3. DISCRIMINATION

Neither the District nor the Union will interfere with the right of its employees to become members of or participate in, or to not become members of or participate in, the Union. Neither the District nor Union, nor any of their agents will discriminate against, interfere with, restrain, or coerce any employee because of membership or lack of membership, or participation or lack of participation in the Union.

ARTICLE 4. EMPLOYEE RIGHTS

A. REPRESENTATION

Local 315 may designate up to two (2) employees to serve as employee representatives. The Union shall provide the Manager-Engineer each calendar year with a list of the designated employee representatives.

Employee representatives shall be granted a reasonable amount of time with pay to investigate and process grievances during working hours, to bring about a prompt disposition of the matter. Before leaving their work location assignment to act as employee representatives, they must first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission will be granted promptly unless absence would cause an undue interruption of work.

Upon entering a work location, an employee representative shall inform the proper supervisor of the general nature of the Union representative's business. Permission to leave the job will be granted to the employee involved unless such absence would cause an undue interruption of work.

B.1. MEMBERSHIP

Within thirty-one (31) days after the beginning of this Memorandum of Understanding, or within thirty-one (31) days of date of hire, whichever occurs later, each employee of Novato Sanitary District (NSD) covered by this Memorandum of Understanding shall be required as a condition of continued employment to:

- (a) Become and remain a member of the Union, or
- (b) Pay to the Union a service fee in an amount that will be established by the Union each year and communicated to the Manager-Engineer. The Union will use the service fee only for the purposes of labor relations' activities, or
- (c) Employees who qualify under the National Labor Relations Act for an exemption from (a) or (b) above, will contribute the amount specified in (b) above, to a charity designated by the parties to this Memorandum of Understanding.

Notification to the Union

The Employer shall supply the Union with names, classifications and work locations of newly hired employees and terminated employees in represented classes within fifteen (15) calendar days of hire or termination. NSD will provide the Union with an up-to-date seniority and classification list for all bargaining unit employees upon reasonable request.

Payroll Deduction

During the term of this Memorandum of Understanding, NSD will deduct Union dues, service fee or charitable contribution from an employee's wages for any employee covered by this Memorandum of Understanding who has voluntarily provided NSD with a written authorization for such deduction. NSD shall provide authorization forms to all current and new employees. Such deductions will continue for the term of this Memorandum of Understanding. The monies deducted will be transmitted by NSD to the Union within fifteen (15) calendar days of the payroll period pay date.

Indemnification

The Union understands and agrees that NSD assumes no liability in connection with any provision of this Article 4. Any question as to the correctness of the deductions authorized and made will be a matter to be resolved between the Union and the employee. The Union shall indemnify and hold NSD harmless from any claims, demands, suits or any other action arising from any provisions of this Article 4.

B. 2. DUES DEDUCTION

A) The District agrees to deduct on a monthly basis periodic membership dues from the pay of each employee who voluntarily executes and delivers to the District a valid dues deduction authorization form approved by the Manager-Engineer or his/her representative.

B) If for any reason an employee does not have sufficient funds due him/her to provide for the payment of any of the above payroll deduction after all other authorized or mandatory deductions or garnishments have been made, if any, no such sums shall be payroll deducted and the Union shall assume the duties of direct collection from the employees.

C) The dues deduction authorization shall remain in effect until the employee gives the District thirty (30) days' notice in writing that he/she is revoking his/her authorization.

D) The District shall not be required to collect any initiation fees, special assessments or short time changes in rate.

E) The Union shall indemnify, defend and hold the District and its officers and employees harmless from any and all claims, liabilities and damages arising from or connected with following the instructions contained in such dues deduction authorizations.

F) The Union shall indemnify and hold the District, its directors, officers, employees and agents harmless from any costs or liability resulting from any and all claims, demands, suits, or any other action arising from the operation of this provision or from the use of the monies remitted to the Union, including the costs of defending against any such actions or claims.

The Union shall immediately refund to the District any amounts paid to it in error upon the discovery of such error by the Union or upon notification of the error from the District.

C. PERSONNEL FILES

Personnel files within the District's control shall be made available for inspection by an employee, or by a Local 315 representative with the written consent of an employee, within a reasonable time (for the purposes of this section 24 hours) after an employee's request and without loss of pay, provided that the employee makes arrangements with the Manager-Engineer if the inspection occurs on duty. Upon written request, an employee may obtain copies of the materials subject to inspection. The District may preclude inspection of certain information in accordance with the law, such as background and other pre-employment information, and materials relating to confidential investigations.

The District shall furnish the employee copies of all performance evaluation reports and letters of reprimand or warning prior to placement of such documents into the employee's personnel file. The employee may be required to acknowledge the receipt of any document entered into his/her personnel file without prejudice to subsequent arguments concerning the contents of such documents.

An employee who disagrees with the contents of a letter of reprimand or warning which is placed in the employee's personnel file may submit a written response thereto within seven (7) working days of such letter of reprimand or warning and have such response placed in the employee's personnel file.

D. WORK ACCESS

A Local 315 representative desiring access to a work location shall state the purpose of the visit and request the Manager-Engineer or his/her designee's authorization prior to the intended visit. If authorization for such access is not granted, the Union representative will be informed when time will be made available. Authorized Union representatives may be given access to work locations during working hours solely for the purpose of conducting grievance investigations, posting literature on bulletin boards, and/or observing working conditions. The Union agrees that its representatives will not interfere with operations of the District or any of its facilities.

E. BULLETIN BOARDS

The District shall furnish reasonable bulletin board space to the Union at all work locations. The boards may be used for the following subjects:

1. Union recreational, social and related Union news bulletins;
2. Scheduled Union meetings;
3. Information concerning Union election or results thereof; and
4. Reports of official business of Union, including newsletters and reports of committees.

Any other written material must first be approved and initialed by the Manager-Engineer or a designee. Material must be properly posted and shall be timely removed by Union representatives.

ARTICLE 5. MANAGEMENT RIGHTS

Teamsters Local 315 recognizes that Novato Sanitary District continues as the sole and exclusive manager of the District's facilities, having all the power, rights, functions, and authority formerly or usually held by management, except to the extent these are limited by a specific expressed provision of this MOU.

ARTICLE 6. WORK CURTAILMENT

The purpose of this section is to insure that the health and safety of the public is not compromised due to a failure of District employees to properly operate and maintain District facilities and equipment.

Under no conditions or circumstances shall the Union or any of the employees it represents individually or collectively cause, sanction, honor or engage in any strike, sit-down, stay-in, sick-out, slow-down, speed-up, work to rule or in any other type of job action, curtailment of work, restriction of production or restriction of service during the term of this Agreement.

ARTICLE 7. WORK SCHEDULE

The Manager-Engineer or designee shall determine the work schedule. The Manager-Engineer or designee shall schedule employees to work on regular work shifts, having regular starting and quitting times. The Manager-Engineer may implement a work schedule that provides for weekend work.

A. STANDBY DUTY

Because of the potential consequences of an operating failure in the District's treatment and reclamation facilities, pumping stations and collection system, it is necessary that all qualified District employees must be available during nonworking hours to receive and respond to emergency calls. The Manager-Engineer may require qualified employees to be on call during non-working hours, including Saturdays, Sundays and holidays. An employee on stand-by duty must be able to be contacted within ten (10) minutes by telephone and must be able to respond to an emergency within thirty (30) minutes after being notified. Stand-by employees must also be prepared to comply with all District safety and substance abuse policies.

When appropriately authorized by the Manager-Engineer, an employee shall receive "Stand by Duty Pay" as specified in the Salary Plan.

B. CHANGES IN WORK SHIFTS

The District shall have the sole discretion to determine the number, type, duration and start time of shifts for any classification. Normally, employees will be notified seventy two hours in advance of any shift change. An employee shall report to his/her supervisor or person being relieved prior to the beginning of the work shift, in sufficient time as may be necessary to receive information and instruction relative to his/her shift, i.e. briefing time.

This provision may be waived in the event of an emergency.

C. MEAL BREAK

The time for a meal break shall be thirty (30) minutes. In a normal work day this break shall be a lunch break. Employees should not work during their meal/lunch break without permission from their supervisor. Employees may not combine or use their meal breaks to shorten their workday, i.e. by choosing not to take their breaks or taking a break at the beginning or end of the workday.

In the event an employee needs to respond to an emergency during lunch, the employee will respond and finish his/her lunch break after completing the emergency work task.

D. OTHER BREAKS

Employees are to be allowed a paid fifteen (15) minute rest break for each four hours worked; as practicable in the middle of each work period. In a normal work day this break may be in the morning and the afternoon. This break will be taken at the job site. Employees may not combine or use their breaks to shorten their workday, i.e. by choosing not to take their breaks or taking a break at the beginning or end of the workday.

ARTICLE 8. OVERTIME

Overtime is defined as work outside of the employee's regular work hours. It is the District's general policy to avoid the need for overtime work whenever possible. Overtime will be paid in quarter hour increments. All overtime work must be authorized in advance by the appropriate supervisor, except in cases of emergency.

Employees may, upon prior authorization of the Manager-Engineer, choose to work either an eight hour/day, forty hour/week schedule, "8/40", or a "9/80" schedule that results in 80 hours worked over a two week period.

For employees on the "8/40" schedule, non-exempt positions are paid on an hourly basis for an eight (8) hour work day. Hours worked in excess of eight (8) per day or forty (40) hours/week are paid at an overtime rate of one and one-half (1.5X) times the regular rate. For employees on the "9/80" schedule, non-exempt positions are paid on an hourly basis for eight 9-hour workdays and one 8-hour workday in a two week period. Hours worked in excess of this are paid at an overtime rate of one and one-half (1.5X) times the regular rate. For purposes of FLSA overtime, the beginning and end of the FLSA workweek shall be the mid-point of the regularly scheduled 8-hour workday.

For approved work required outside of the employee's regular work hours which is assigned with less than 12 hours advance notice, the District will pay a minimum of two (2) hours of overtime.

ARTICLE 9. COMPENSATORY TIME OFF

A non-exempt employee may elect to be compensated for overtime with compensatory time off on the basis of 1.5 hours of time off for each hour of overtime worked at the discretion of the immediate supervisor, and approval of the Manager-Engineer, with due regard to District needs.

Compensatory time off may be accrued up to a maximum of eighty (80) hours of compensatory time in a calendar year. Once an employee accrues eighty (80) hours of compensatory time off, the employee ceases accruing compensatory time off. Compensatory time off may be carried over from one year to the next but an employee may not have more than 80 hours of compensatory time on the books at any time. Excess compensatory time off shall be considered overtime and paid for on the first paycheck after the accumulated total exceeds 80 hours. An employee who wishes to use compensatory time off must fill out a "Leave Request" form. Use of compensatory time off must be approved in advance by the employee's supervisor.

Any employee who separates from District employment shall be paid for all unused compensatory time at the employee's salary rate at the time of the separation.

ARTICLE 10. PROBATIONARY PERIOD

A. All regular employee initial and promotional appointments to permanent full-time positions shall be subject to a probationary period. The probationary period shall be for six (6) months from the date of hire or promotion. An employee's probationary period may be extended by the Manager-Engineer, upon recommendation of the employee's immediate supervisor, for a period of up to six (6) months to allow further observation of an employee's work performance or as otherwise appropriate. Periods of time during unpaid absences shall automatically extend the probationary period by the number of days of the absence. Further, periods of time on paid leave exceeding ten (10) working days shall automatically extend the probationary period by that number of days the employee is on leave.

B. Employees may be terminated during the probationary period for any reason and at any time, without cause, without notice, and without any right of appeal.

C. When a permanent employee is promoted, a promotional probationary period shall begin on the effective date of the promotion. During the probationary period of a promoted employee, the department manager may recommend that the employee be demoted to the former position, range and salary if the employee's performance and/or conduct do not meet the standards set for the position to which the employee was promoted. An employee on promotional probation shall have no rights of tenure in the promotional position and may be returned to his/her former position without cause, without notice and without any right of appeal.

D. Successful completion of the probationary period does not provide the employee any additional, or greater, rights to employment than those held by regular employees.

E. An employee will not under any circumstances have successfully passed probation until the employee receives written notification from the Manager-Engineer, prior to the expiration of the employee's probationary period.

ARTICLE 11. JOB CLASSIFICATIONS

Classified Positions

The Manager-Engineer, or his/her designee, shall recruit and appoint personnel to classified positions. The District may use any legitimate recruitment procedure for attracting qualified applicants.

The Manager-Engineer is the only District employee authorized to hire District employees. All candidates recommended for appointment by a department head are to be interviewed by the Manager-Engineer or his/her designee prior to appointment. This includes part-time, temporary, seasonal and promotional appointments.

COMPENSATION AND BENEFITS

ARTICLE 12. WAGES

The District's current Classification Plan and Salary Plan are attached as Exhibit A and B to this MOU.

ARTICLE 13. DEFERRED COMPENSATION PLAN

Employees may contribute a portion of their salary in accordance with Internal Revenue Service (IRS) regulations to be invested into a Deferred Compensation Plan. Plan information may be obtained from the Manager-Engineer or designee.

ARTICLE 14. VACATION

All full time employees (probationary and regular) are eligible to accrue vacation as follows:

Years of Cumulative Service	Total Possible Annual Accrual (hrs.)	Maximum Cap on Accrual (hrs)
Up to 3 years service	80	240
After 3 years service	96	240
After 5 years service	120	240
After 10 years service	136	240
After 15 years service	160	320
After 20 years service	184	320
After 25 years service	200	320

Once an employee has reached the maximum cap on accrual for his/her particular years of service, the employee ceases accruing vacation. When the employee's vacation accrual falls below the maximum cap on accrual, the employee will resume accruing paid vacation time.

Part-time regular employees (both benefited and non-benefited) are eligible to accrue vacation leave on a pro rata basis. Temporary, seasonal, and emergency employees are not eligible to accrue paid vacation leave.

Eligible employees begin accruing paid vacation time as of the date of hire. Employees may request to take accrued vacation upon completion of at least six months of continuous service with the District, subject to approval by their supervisor. Employees may not request to take vacation that they have not yet accrued.

If a District-paid holiday falls within the employee's scheduled vacation, the employee will be credited with the holiday pay, and will not be charged vacation for that day.

Employees who separate from District service will be paid for any accrued but unused vacation time at the time of separation from District service.

Use of vacation leave must be approved in advance by the employee's supervisor. Employees shall give at least two (2) weeks' notice of a vacation leave request of five or more days and fill out a "Leave Request" form.

Deficit vacation leave requests (requesting vacation leave when an employee has a negative leave accrual balance) will not be approved. Leave taken in excess of that which is accrued will be considered leave without pay.

ARTICLE 15. HOLIDAYS

The holidays for the District are:

1. January 1st (New Years Day)
2. The Third Monday in January (Martin Luther King Day)
3. The Third Monday in February (Presidents Day)
4. The Last Monday in May (Memorial Day)
5. July 4th (Independence Day)
6. The First Monday in September (Labor Day)
7. November 11th (Veterans Day)
8. Thanksgiving Day
9. The Day after Thanksgiving
10. 1/2 day on December 24th
11. December 25th (Christmas Day)
12. 1/2 day on December 31st

When a holiday falls on a Sunday, the following Monday will be observed as the holiday. When a holiday falls on a Saturday, the preceding Friday will be observed as the holiday.

Only full-time probationary and regular employees of the District are eligible to receive paid holidays. Full time employees will be paid eight hours per holiday. Employees working an alternate work schedule, such as a 9/80, will also receive 8 hours of paid leave per holiday.

In addition to the holidays listed above, full-time regular employees who have served at least one full year of continuous employment with the District are entitled to receive two (2) floating holidays per fiscal year. Depending on the date of the anniversary of their appointment, new regular employees will be entitled to receive a pro-rated number of "floating holiday hours" during their first eligible year. Floating holidays may

not be carried over to another fiscal year, and are lost unless used prior to the end of the fiscal year. Use of a floating holiday is subject to approval by the employee's supervisor.

ARTICLE 16. SICK LEAVE

A. ACCRUAL

Eligible employees may accrue paid sick leave time off to be used only in the event of the illness or injury of the employee or the employee's family (parent, spouse, domestic partner, or children only), or for the employee's or the employee's family's medical/dental or other appointment with a licensed health care provider for examination or treatment.

Full time employees (regular and probationary) earn paid sick leave at the rate of eight (8) hours for each calendar month of service. Part-time regular employees (both benefited and non-benefited) accrue paid sick leave on a pro-rata basis. Temporary and seasonal employees do not accrue paid sick leave.

B. CERTIFICATION

If an employee is absent because of illness, he/she must notify his/her supervisor within one half hour of the time the employee is scheduled to report for work. An ill or injured employee is expected to call personally, and if for some reason that is not possible, must explain the reason upon return to work.

The District typically requires an employee who has been absent from work for three (3) consecutive workdays to provide certification of illness or injury from a healthcare provider before returning to work. However, the District Manager-Engineer or designee, in their sole discretion, may require such certification after an absence shorter than three days.

C. INTEGRATION WITH WORKERS' COMPENSATION BENEFITS

An employee receiving workers' compensation insurance benefits will have his/her sick leave, vacation and compensatory time off benefits integrated, unless the employee indicates in writing that the employee does not desire that to occur, so that the employee's pay equals, but does not exceed, the employee's regular straight-time earnings.

D. USE OF SICK LEAVE

In cases where the employee knows in advance of the need to take sick leave, the employee shall complete a Leave Request Form in advance of the requested time off and receive approval for the use of sick leave time prior to its use. Employees on unanticipated sick leave shall complete the leave request form immediately upon return to work. The District reserves the right to require a statement from a certified healthcare provider whenever an employee misses work and takes sick leave under this policy. This statement must contain: 1) a verification that the employee had a health justification for his/her absence from work; 2) the beginning and ending dates of the health-related absence; and 3) a statement that the employee is released to work. If the health care provider recommends any work restrictions be placed on

the employee, the certification must set forth those restrictions, as well as the anticipated duration of those restrictions. Violation of sick leave provisions will result in disciplinary action.

E. SEPARATION FROM EMPLOYMENT

Upon separation from District employment, an employee is not entitled to receive payment for any unused sick leave. However, accrued sick leave will be credited to the employee's length of service upon retirement from the District, and will become a part of the calculation upon which retirement benefits are established.

F. SICK LEAVE ABUSE

Sick leave is to be used only in the case of real sickness, disability, medical or dental care for the employee or to attend to the health needs of an immediate family member. If the supervisor finds that an employee is abusing the sick leave program, those findings will be reviewed by the Manager-Engineer or designee and presented to the employee. The employee may request the presence of the Shop Steward. The employee shall be notified in writing that he/she will be required to provide a doctor's certification for any additional sick leave. This requirement, once invoked, will remain in effect for a period of six (6) months. At the end of the six month period, the employee and his/her immediate supervisor and the Manager-Engineer will review the employee's sick leave record and decide if the requirement should be continued or discontinued. In any case, the employee shall receive a written notice outlining the decision. Failure of an employee to provide a doctor's certification when required under these terms may result in a loss of pay for the day(s) or time in question.

ARTICLE 17. OTHER LEAVE WITH PAY

A. BEREAVEMENT LEAVE

Leave up to five (5) working days each calendar year may be granted at the discretion of the Manager-Engineer in the event of the death of an employee's family members. For purposes of this Section, "family member" means: parent, spouse, registered partner, sibling, child, grandparent and grandchild of an employee or the employee's spouse. The District, in its discretion, may require proof that death of a family member has occurred. Bereavement leave shall be charged against the employee's accrued sick leave. If accrued sick leave has been exhausted, the District will decide whether the bereavement leave will be paid or unpaid. If paid, the leave will be charged first against the employee's accrued, compensatory time off, and then unused vacation. If the employee requesting bereavement leave has no sick leave, vacation, or compensatory time off, the bereavement leave shall be unpaid.

B. JURY DUTY AND COURT WITNESS LEAVE

An employee who receives a jury duty summons or a witness subpoena shall bring the summons or subpoena to the employee's supervisor within three (3) working days of receipt so that arrangements can be made to accommodate the employee's need for time off. Employees must keep their supervisors informed of jury or witness service schedule. If called to jury duty or witness duty, any regular full-time employee will be paid up to a maximum of ten (10) working days per year for the working hours lost while

on jury or witness duty. Payment for working days lost while on Jury Duty in excess of (10) working days will be at the discretion of the District Board. This policy does not apply to witnesses testifying as an expert in any matter. Employees wishing to testify as an expert witness must apply for unpaid leave or use vacation, floating holiday, or compensatory time off. For the period of District-paid jury or witness leave, any Court-issued payment, with the exception of travel pay, shall be submitted to the District.

C. MILITARY LEAVE

Military leave shall be granted in accordance with applicable state and federal law.

ARTICLE 18. PERSONAL LEAVE WITHOUT PAY

The District, in its sole discretion and such discretion is not grievable, may permit employees to be on personal leave without pay for a maximum of six (6) months. Employees must obtain permission in writing for personal leave without pay from the Manager-Engineer. Leave without pay in excess of six (6) months will not be granted unless specifically approved by the District Board upon recommendation of the Manager-Engineer. Personal leave without pay shall be granted only after all other applicable available accrued leave time is exhausted.

Employees on personal leave without pay will not accrue vacation, sick leave or other benefits, or receive service credit. Depending on the length of leave, the employee's anniversary date may be adjusted to thereby delay any scheduled date for salary increase. Health and life insurance benefits ordinarily provided by the District, and for which the employee is otherwise eligible, will be continued but not to exceed thirty (30) days. After thirty (30) days, an employee may elect to continue health insurance benefits at his/her own expense.

Failure of an employee on leave without pay to report to work promptly at the conclusion of the approved leave without pay shall be considered a voluntary resignation effective as of the scheduled return to work date.

ARTICLE 19. INDUSTRIAL INJURY LEAVE

Incidents involving injury or illness of an employee in connection with District employment must be reported promptly to the employee's supervisor.

Employees suffering injuries in the course and scope of their work may be entitled to workers' compensation benefits in accordance with state law. To the extent that earned compensatory time off, or vacation leave and sick leave time is available, an employee on workers' compensation leave may choose to be paid the difference between his/her full salary and the compensation insurance payment he/she receives. Or, an employee may elect to receive only the workers' compensation benefits to which the employee is entitled under state law rather than have his/her available accumulated leave charged while on workers' compensation leave.

ARTICLE 20. SPECIAL PAYMENTS

A. CONFINED SPACE ENTRY TEAM

Any employee who serves on Confined Space Entry Team (CSET) will receive a differential of \$25/month. The differential will be paid each pay period, while assigned to the CSET. The District retains the sole right to determine the appropriate number of CSET members.

Any vacancy not filled by a volunteer shall be filled by an employee chosen by the Manager-Engineer or designee. CSET Members shall be selected annually. CSET members shall comply with all established confined space standards.

The District will annually review the CSET program to ensure it is still effectively meeting the District's goals and objectives. The District retains the sole right to disband the CSET, if it is no longer meeting the District's goals and objectives.

B. CERTIFICATES/LICENSES

When certificates are required for a position, the District will reimburse the employee for the cost of renewing the certificate.

The District will provide reimbursement for employees who renew/maintain their Class B Drivers Licenses that are required by their job description. Additionally, the minimum qualification for the Collection System Worker I, II & III, and Collections Lead Worker Classifications shall include the possession of a Class B Driver's License.

Employees who receive certification reimbursement or awards are responsible for keeping that certificate current.

C. SAFETY SHOES

The District provides an allowance of \$150/year for safety shoes in conformance with the District's safety policy.

D. MEAL ALLOWANCE

Employees will be reimbursed in accordance with IRS guidelines.

ARTICLE 21. BENEFITS

A. DENTAL

The District will continue the current Dental Plan (current as of June 30, 2014).

B. HEALTH CARE

Flexible Benefits (Cafeteria) Plan

1. NSD contracts with the Public Employees' Retirement System (PERS) for the purpose of providing medical insurance benefits for active employees and eligible retired employees. Eligibility of active and retired employees and the dependents of active and retired employees to participate in this program shall be in accordance with regulations promulgated by PERS and NSD's Medical-After-Retirement Policy.
2. NSD shall pay an amount not less than the amount required under the Public Employees' Medical and Hospital Care Act (PEMHCA) (currently one hundred nineteen dollars (\$119.00) per month on behalf of each active and retired employee who subscribes for coverage. In the event PERS requires a minimum employer payment in excess of currently one hundred nineteen dollars (\$119.00) per month, NSD shall pay such amount for the term of this MOU and NSD shall reduce its contribution to the Flexible Benefits Plan below by an amount equal to the PERS requirement.
3. Except as provided herein, represented employees shall purchase medical insurance through the PERS Medical Program. Represented employees who have medical insurance coverage from another source may, by providing written proof of such alternative coverage to NSD, opt out of the PERS Medical Program. Employees who opt out of the PERS Medical Program shall be required to provide written confirmation of alternative coverage annually thereafter, by the first day of the PERS open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the PERS Medical Program.

Effective July 1, 2014, and for the duration of this Memorandum of Understanding NSD shall make the following contributions to the Flexible Benefits Plan on behalf of represented employees.

- a. For an employee who is eligible for employee only medical coverage, NSD shall contribute Seven Hundred Forty Three dollars (743.00) per month.
- b. For an employee who is eligible for two (2) party medical coverage, NSD shall contribute One Thousand Four Hundred Eighty Six dollars (1,486.00) per month.
- c. For an employee who is eligible for family medical coverage, NSD shall contribute One Thousand Nine Hundred Thirty Two dollars (1,932.00) per month.

January 1, 2015, January 1, 2016, January 1, 2017 and January 1, 2018, the Employer's contribution in a), b) and c) will be adjusted up to the percentage movement of the Medical Care Component of the SF Bay Area CPI U 82-84=100 for the preceding December to December.

For illustrative purposes the December 2012 to December 2013 movement of the Medical Care Component of the SF Bay Area U CPI 82-84 =100 was 5.7 %.

During the Term of this Memorandum of Understanding the parties will meet and review alternate Health and Welfare plans for active and retired employees.

4. Each employee shall file an election in writing during the month of open enrollment for medical insurance each year as to how the monies in his or her Flexible Benefits Account are to be expended during the ensuing plan year. Thereafter, except for major life events (such as birth, death, or change in marital status) no changes to the designations so made shall be allowed until the enrollment period of the following plan year.

- a. During the designated Open Enrollment Period each year, each represented employee must satisfy the mandatory and conditional enrollment obligations specified in this Article. In addition, each employee may enroll in the various optional programs offered under the Flexible Benefit Plan.
- b. If the costs of an employee's selections exceed NSD's monthly contributions, the employee may designate a portion of his/her wages to be deposited into the Flexible Benefit Plan to cover the cost of such selections.
- c. Each employee shall be responsible to provide immediate written notification to NSD regarding any change to the number of his or her dependents that affects the amount of NSD's monthly contributions on the employee's behalf. Changes to NSD's contribution rate shall take effect at the start of the first pay period in the month following the month in which the eligible dependent is either added or deleted under the plan.
- d. NSD will not treat the employee share of premium payments within the Flexible Benefits Program as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicate that such contributions are taxable income subject to withholding. NSD shall treat any cash payments to the employee as compensation subject to applicable local, State and Federal tax regulations and shall withhold and report such taxes as required by law. Each employee shall be solely and personally responsible for any Federal, State or local tax liability of the employee that may arise out of the implementation of this section.
- e. In the event an employee can properly demonstrate with appropriate documentation that he/she has medical coverage elsewhere or provided by another family member, the employee may decline the District's medical coverage and receive \$350 per month.

C. RETIREE HEALTH CARE COVERAGE

Pre January 1, 2014

An employee in the bargaining unit and employed by the District as of July 1, 2008 who retires from the District and commences drawing retirement from PERS in accordance with all the qualifications set forth in PERS as to eligibility, enrollment and coverage, will receive up to either the one party or two party Kaiser PERS Bay Area rate, as the case may be, toward his or her retiree medical coverage based on the following vesting schedule;

The District will pay the CalPERS required minimum after retirement, provided the employee is eligible for retirement and has five (5) years PERS service.

The District will pay the CalPERS required minimum after retirement, plus the additional amount to cover the PERS Kaiser single Bay Area rate provided the employee upon retirement has reached the age of 55 and has ten (10) years of service with the District.

The District will pay the CalPERS required minimum after retirement, plus the additional amount to cover the PERS Kaiser two party Bay Area rate provided the employee upon retirement has reached the age of 60 and has fifteen (15) years of service with the District.

The District will pay the CalPERS required minimum after retirement, plus the additional amount to cover the PERS Kaiser two party Bay Area rate provided the employee upon retirement has reached the age of 55 and has twenty five (25) years of service with the District.

For employees hired after July 1 2008 the District will contribute one point five percent (1.5%) of the employee's base monthly salary toward a Medical-After-Retirement Account (MARA) while employed. In addition, if the employee is eligible for retirement and has five (5) years of PERS service, and retires from the District, the District will pay the CalPERS required minimum after retirement. That will be the District's sole responsibility toward retiree medical for employee's hired after July 1, 2008. Such employees are not eligible for any other District retiree medical coverage.

Post January 1, 2014

An employee in the bargaining unit and employed by the District as of July 1, 2008 who retires from the District and commences drawing retirement from PERS in accordance with all the qualifications set forth in PERS as to eligibility, enrollment and coverage, will receive up to Seven Hundred Forty three dollars (743.00) per month for single coverage and One Thousand Four Hundred Eighty Six dollars (1,486.00) per month for two party coverage, toward his or her retiree medical coverage based on the following vesting schedule. January 1, 2015, January 1, 2016, January 1, 2017, and January 1, 2018, the Employer's contribution above will be adjusted up to the percentage movement of the Medical Care Component of the SF Bay Area CPI U 82-84=100 for the preceding December to December.

The District will contribute up to One Hundred Nineteen Dollars per month after retirement, provided the employee is eligible for retirement and has five (5) years PERS service.

The District will contribute up to Seven Hundred Forty three Dollars (743.00) per month for single coverage provided the employee upon retirement has reached the age of 55 and has ten (10) years of service with the District. January 1, 2015, January 1, 2016, January 1, 2017, and January 1, 2018, the Employer's contribution above will be adjusted up to the percentage movement of the Medical Care Component of the SF Bay Area CPI U 82-84=100 for the preceding December to December.

The District will contribute One Thousand Four Hundred Eighty Six Dollars (1,486.00) per month provided the employee upon retirement has reached the age of 60 and has fifteen (15) years of service with the District. January 1, 2015, January 1, 2016, January 1, 2017, and January 1, 2018, the Employer's contribution above will be adjusted up to the percentage movement of the Medical Care Component of the SF Bay Area CPI U 82-84=100 for the preceding December to December.

The District will contribute One Thousand Four Hundred Eighty Six Dollars (1,486.00) per month provided the employee upon retirement has reached the age of 55 and has twenty five (25) years of service with the District. January 1, 2015, January 1, 2016, January 1, 2017, and January 1, 2018, the Employer's contribution above will be adjusted up to the percentage movement of the Medical Care Component of the SF Bay Area CPI U 82-84=100 for the preceding December to December.

For employees hired after July 1 2008 the District will contribute one point five percent (1.5%) of the employee's base monthly salary toward a Medical-After-Retirement Account (MARA) while employed. That will be the District's sole responsibility toward retiree medical for employee's hired after July 1, 2008. Such employees are not eligible for any other District retiree medical coverage.

D. LIFE INSURANCE

The District agrees to maintain and pay all costs associated with a \$50,000 Life Insurance Benefit for each employee.

E. VISION INSURANCE

The District will continue the Vision Plan in effect as of June 30, 2014.

F. RETIREMENT

Novato Sanitary District participates in the California Public Employees' Retirement System (PERS), a "defined benefit" plan which provides retirement benefits that are calculated using a defined formula. Retirement benefits are calculated using a member's years of service credit, age at retirement, and final compensation. Under the District's plan, final compensation is based on one-year final base pay.

The District contracts for the 2% at 55 retirement formula that provides 2% of pay at age 55 for each year of covered service. For members who retire earlier, the percentage of pay is reduced to 1.426% at age 50 which gradually increases to a maximum of 2.418% at age 63+. The earliest retirement can occur is at age 50 with a minimum of five years service in the PERS system.

The District has implemented the 2% at 60 retirement formula for all employees hired on or after January 1, 2012. In addition, for those same employees the District will implement the 36-month formula instead of the current 12-month highest salary formula for final retirement compensation determination.

For all employees hired before December 31, 2011, the District pays Employer Paid Member Contributions (EPMC) of 4.5% of base pay and reports this as "Special Compensation". The employee pays the remaining 2.5% of the employee's PERS contribution. Effective January 1, 2014, for all employees hired before January 1, 2012, the District pays Employer Paid Member Contributions (EPMC) of 3.5% of base pay and reports this as "Special Compensation". The employee will pay the remaining 3.5% of the employee's PERS contribution. Effective July 1, 2014, for all employees hired before January 1, 2012, the District pays Employer Paid Member Contributions (EPMC) of 2.5% of base pay and reports this as "Special Compensation". The employee will pay the remaining 4.5% of the employees PERS contribution.

Effective the first day of the pay period closest to July 1, 2015 an across-the-board wage increase determined by the April 2014 to April 2015 CPI (SF Bay Area 82-100) movement plus one percent (1.0%).

Effective July 1, 2015, for all employees hired before December 31, 2011, the District pays Employer Paid Member Contributions (EPMC) of 1.5% of base pay and reports this as "Special Compensation". The employee will pay the remaining 5.5% of the employees PERS contribution.

Effective the first day of the pay period closest to July 1, 2016 an across-the-board wage increase determined by the April 2015 to April 2016 CPI (SF Bay Area 82-100) movement plus one percent (1.0%).

Effective July 1, 2016, for all employees hired before December 31, 2011, the District pays Employer Paid Member Contributions (EPMC) of 0.5% of base pay and reports this as "Special Compensation". The employee will pay the remaining 6.5% of the employees PERS contribution.

Effective the first day of the pay period closest to July 1, 2017 an across-the-board wage increase determined by the April 2016 to April 2017 CPI (SF Bay Area 82-100) movement plus one half percent (0.5%).

Effective July 1, 2017, for all employees hired before December 31, 2011, the District pays Employer Paid Member Contributions (EPMC) of 0.0 % of base pay. The employee will pay the full 7.0 % of the employees PERS contribution.

Effective upon ratification of this Memorandum of Understanding for all employees hired after December 31, 2011, the employee will pay the full employee's PERS contribution.

New Hires and New to CalPERS: For new bargaining unit employees hired on or after January 1, 2013, that are new to the CalPERS retirement system, the District shall provide the California Public Employees' Retirement System miscellaneous members formula of 2% at 62. In this and all other relevant respects, the District would comply with Government Code Sections 7522 et seq. including but not limited to the employee cost share, the cap on pension benefits, and the three-year average for calculating final compensation. Member contribution rate for "new" members will be at least 50 percent of the total normal cost or the same contribution rate as "similarly situated" employees, whichever is higher.

Novato Sanitary District - Represented Employees			
CalPERS Tiers as of July 1, 2013			
		Retirement	% Of Employee
		Formula	Contribution
			Paid By NSD
Hired before January 1, 2012	First Level	2% at 55	4.50%*
Hired after January 1, 2012, but before 1/1/13	First Level	2% at 55	0%
Hired after January 1, 2013 - no prior vesting	PEPRA-New	2% at 62	0%
Hired after January 1, 2013 - prior vested CalPERS mbr	Second Level	2% at 60	0%

* % of Employee Contribution Paid By NSD equals 3.5% as of January 1, 2014 and 2.5% as of July 1, 2014 and 1.5% as of July 1, 2015 and 0.5% as of July 1, 2016 and 0.0% as of July 1, 2017.

G. MEDICARE

All employees hired after April 1, 1986 shall be required to participate in Medicare Coverage Program. The cost of the program is shared equally between the employer and the employee. The employee's contribution will be deducted from the employee's salary.

ARTICLE 22. EVALUATIONS

All regular employees shall receive an annual performance evaluation. This evaluation will be reviewed with the employee in a pre-planned private counseling session. A copy of the final evaluation shall be given to the employee.

ARTICLE 23. DISCIPLINE

A. GENERAL RULES OF CONDUCT

It is expected that all employees shall render the best possible service and reflect credit on the District. Therefore, the highest standards of professional conduct are essential and expected of all employees.

B. DISCIPLINARY ACTIONS

The District may invoke the following types of disciplinary actions:

1. Oral Counseling or Reprimand;
2. Written Reprimand;
3. Suspension without Pay;
4. Reduction in Pay;
5. Demotion;
6. Disciplinary Probation; and
7. Discharge/Termination

C. GROUNDS FOR DISCIPLINE

An employee holding a permanent appointment with the District may be disciplined for cause. District employees who are "at-will" or who are seasonal, temporary or probationary, are not subject to the requirement of cause, and are not entitled to pre-discipline procedures or appeals. Such employees may be disciplined without reference to these provisions.

Good cause exists, not only when there has been an improper act or omission by an employee in the employee's official capacity, but when any conduct by an employee brings discredit to the District, affects the employee's ability to perform his or her duties, causes other employees to not be able to perform their duties, or involves any improper use of their position for personal advantage or the advantage of others. The type of disciplinary action shall depend on the seriousness of the offense and the relevant employment

history of the employee. Causes for disciplinary action against an employee may include, but shall not be limited to, the following:

- (a) Misstatements or omissions of fact on an employment application or in the application or appointment process for a position with the District;
- (b) Furnishing knowingly false information in the course of the employee's duties and responsibilities;
- (c) Inefficiency, incompetence, carelessness or negligence in the performance of duties;
- (d) Violation of safety rules;
- (e) Violation of any of the provisions of these personnel rules and regulations, department rules and regulations, or District policies, ordinances or resolutions;
- (f) Inattention to duty;
- (g) Tardiness or overstaying lunch periods;
- (h) Being under the influence of: an intoxicating beverage or nonprescription drug; prescription drugs not authorized by the employee's physician, while on duty or on District property, or when called in for emergency duty; or prescription drugs when the employee does not follow the prescription~~s~~ or the employee's doctor's restrictions regarding use of the drug, while on duty or on District property, or when called in for emergency duty~~s~~;
- (i) Disobedience to proper authority~~s~~, including, but not limited to, refusing~~s~~ or failing to perform assigned work, comply with a lawful order, or accept a reasonable and proper assignment from an authorized supervisor;
- (j) Any violation of the District's Nondiscrimination and Harassment Policy;
- (k) Unauthorized soliciting on District property;
- (l) Unauthorized absence without leave; failure to report after leave of absence has expired or after a requested leave of absence has been disapproved, revoked or canceled; or any other unauthorized absence from work;
- (m) Conviction of a felony, or a misdemeanor involving moral turpitude, or a violation of a federal, state or local law which negatively impacts the employee's ability to effectively perform his/her job or brings discredit to the District. (For purposes of this section, a misdemeanor conviction does not include a conviction based on a plea of nolo contendere);
- (n) Discourteous or offensive treatment of the public, other employees, Board members or contractors;

- (o) Falsifying any District document or record;
- (p) Misuse of District property; improper or unauthorized use of District equipment or supplies; damage to or negligence in the care and handling of District property;
- (q) Fighting, assault and/or battery;
- (r) Theft or sabotage of District property;
- (s) Sleeping on the job, except as specifically authorized for twenty-four (24) hour duty personnel;
- (t) Accepting bribes or kickbacks;
- (u) Intimidation or interference with the rights of any employee;
- (v) Engaging in outside employment or any other activity or conduct which conflicts with an employee's responsibilities, creates a conflict of interest with District work, which causes discredit to the District, negatively impacts the effective performance of District functions or is not compatible with good public service or interests of the District service;
- (w) Abusive or intemperate language toward or in the presence of others in the workplace;
- (x) Failure to maintain minimum qualifications for a position, including required licenses or certificates;
- (y) Failure to timely respond to an emergency after being notified while on stand by duty;
- (z) Any other conduct of equal gravity to the reasons enumerated above as determined by the District.

D. AUTHORITY TO DISCIPLINE

Any authorized supervisory employee may institute disciplinary action for cause against an employee under his/her supervision in accordance with the procedures outlined in these Rules.

E. PRE-DISCIPLINE PROCEDURE

1. For an oral counseling, oral reprimand or written reprimand, an employee may submit a written response within seven (7) working days to the discipline which shall be lodged in the employee's personnel file. No further appeal shall be permitted.
2. For all other discipline, the District shall issue a notice of intent to impose discipline, which shall describe the intended discipline, include a summary of the facts on which the intended discipline is based,

and attach any documents upon which the intended discipline is based. The notice shall state that the employee has a right to respond, orally and/or in writing, before the discipline is imposed. A meeting with the Manager-Engineer or designee who shall be a neutral decision-maker shall be scheduled approximately one (1) week from the date of the notice, unless a different time and/or date is set by mutual agreement. The employee may bring a representative of his/her choice; however, the inability of a particular representative to attend the meeting shall be cause requiring continuance of the meeting. The meeting shall not be an evidentiary hearing, and the employee shall not have the right to call or examine witnesses at this meeting. Rather, the employee shall be provided the opportunity to respond to the charges and to present any new information the employee believes the District should consider.

3. At some reasonable time after the employee has been provided the opportunity to respond to the notice of intent, the District shall render a written decision. If the decision is to issue discipline, the notice shall be a final notice of discipline. The notice shall include the final decision, the effective date of the discipline, and the facts upon which the discipline is based.

F. POST-DISCIPLINE APPEAL

For suspensions of five (5) working days or more, demotions and terminations, employees shall have the right to appeal from the final notice of discipline.

1. The notice of appeal must be in writing and must be received by the Manager-Engineer within seven (7) working days from the date of the final notice of discipline. Failure to timely file a written notice of appeal shall constitute a forfeiture of the employee's right to appeal the discipline.

2. The appeal shall be heard by an independent hearing officer selected by the District.

3. The District shall pay the cost of the hearing officer. Either party or the hearing officer may request that the hearing be transcribed. If the hearing officer or the District requests that a court reporter transcribe the hearing, the District shall pay the cost of the court reporter and one transcript for each party. If only the employee desires that the hearing be transcribed, the employee shall pay the cost of the court reporter and for the cost of the employee's copy of the transcript.

4. The hearing officer shall have the authority to convene the hearing, receive evidence through testimony and documents and to make findings of fact and conclusions about the discipline. Within two (2) months of the close of the hearing, the hearing officer shall serve a recommended decision on the Manager-Engineer and the employee. The hearing officer's decisions must contain detailed findings of fact relating to the disciplinary charges. The decision may include a recommendation regarding outcome, but the final decision regarding discipline rests with the Manager-Engineer. After consideration of the hearing officer's recommended decision, the Manager-Engineer shall issue a final decision in writing. The Manager-Engineer's decision is reviewable by administrative writ of mandamus within the timeframes established by law.

ARTICLE 24. GRIEVANCE PROCEDURE

A. DEFINITIONS

A "grievance", shall mean a complaint concerning the interpretation or application of this Memorandum of Understanding. This grievance procedure may not be used for any of the following: to change wages, hours or working conditions; to challenge the content of performance evaluations, to contest discipline; or to challenge a reclassification, layoff, transfer, denial of reinstatement or denial of salary increase. If any party initiates litigation, including, but not limited to, administrative proceedings with a state or federal agency such as OSHA, EEOC, DFEH, PERB, etc. concerning a matter which is otherwise subject to the grievance process, the other party may (at their discretion) deem the litigating party as having elected judicial/administrative remedies and waived any rights under this grievance procedure.

A "grievant" is any employee adversely affected by an alleged violation of the specific provisions of the MOU, or the Union, on behalf of one or more represented employees adversely affected by an alleged violation of the specific provisions of the MOU. An employee has the right to the assistance of a representative in the preparation of a written grievance and to be represented in all grievance meetings.

B. PROCEDURE

1. Grievances must be in writing, and initiated within ten (10) working days following the occurrence, or knowledge of the events on which the grievance is based. Failure to do so will result in the grievant being barred from advancing the grievance. A grievance, or a copy of the grievance, should be provided to the grievant's supervisor and the Manager-Engineer.

2. Elements of a Grievance:

The written grievance should include:

- a. a description of the specific facts and grounds upon which the grievance is based including the names, dates, and places necessary for a complete understanding of the grievance;
- b. a specific explanation of how the grievant has been adversely affected;
- c. a listing of the provisions of the MOU which are alleged to have been violated;
- d. a listing of specific actions requested by the grievant of the District which will remedy the grievance, including a specific dollar amount, and the basis for the dollar amount, of any alleged damages at issue, provided the employee has access to relevant financial data;
- e. a statement declaring self representation or the selection of representation by the Union for said grievance;
- f. the printed name and signature of the grievant;
- g. the name, address and telephone number of the persons(s) to whom notices may be sent regarding the grievance; and
- h. date of grievance

Grievances that fail to include these elements may not be considered or appealed unless the District waives this section.

3. Waiver of Timelines

Any level or review, or any time limits established in this procedure may be waived or extended by mutual agreement confirmed in writing. If a particular grievance is of an unusual or unique nature, which may place it outside the scope of authority of an immediate supervisor, the grieving party may contact the Manager-Engineer to determine the appropriate level for filing such grievance. The determination of the Manager-Engineer in this regard shall be final.

4. Level I - Informal Resolution

It is the intent to deal with and resolve grievances informally, at the nearest practical organizational level, and as promptly and fairly as possible. An employee who has a grievance shall first try to settle it through discussions with the employee's immediate supervisor. The immediate supervisor shall respond within thirty (30) working days which may be extended ten (10) working days with notice to the grievant. Any decisions rendered shall be consistent with the authority to do so.

5. Level II – Manager-Engineer

If the employee is not satisfied with the outcome of the informal resolution, the employee may file a formal written appeal to the Manager-Engineer within five (5) working days after the date a decision was rendered by the supervisor. The appeal shall contain an explanation why the grievant believes the decision of the supervisor was unsatisfactory.

In considering the grievance the Manager-Engineer or designee may, but is not required, to schedule a meeting with the grievant and/or other relevant persons. If the Manager-Engineer or designee schedules a meeting, the Manager-Engineer or designee shall have the right to decide how the meeting is conducted. The meeting shall not be a formal hearing, and examination and cross-examination of witnesses typically shall not be permitted.

The Manager-Engineer or designee shall submit a written decision within the later of either twenty (20) working days after receipt of the grievance or after the grievance meeting(s).

6. Level III – Appeal to Non-Binding Arbitration

If the Union is dissatisfied with the Manager-Engineer's or designee's response, the Union has the sole right to appeal the decision by submitting a request for non-binding arbitration. The appeal must be received by the Manager-Engineer within ten (10) working days of the Manager-Engineer's or designee's response to the grievance.

The Union and District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Conciliation Service supply a panel of five (5) names of persons experienced in hearing grievances involving public employees. Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.

If either the District or the Union so requests, an arbitrator shall hear the merits of any issue raised regarding arbitrability first. No hearing on the merits of the grievance will be conducted until the issue of arbitrability has been decided. If the issue of arbitrability is heard by an arbitrator and the arbitrator decides the underlying dispute is arbitrable, either the District or Union may require that the merits of the underlying grievance be heard by a different arbitrator.

The arbitrator shall, as soon as possible, hold a hearing and hear evidence regarding the grievance. Written argument following the hearing may be submitted by the parties if permitted or requested by the arbitrator. A certified court reporter shall record the entire arbitration hearing, unless the parties mutually agree otherwise. The fees and expense of the arbitrator and the certified court reporter shall be shared equally by the District and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. A party requesting a transcript shall bear the cost thereof; or if each party receives a copy, the cost will be shared equally.

Following the hearing, and receipt of post-hearing written argument, if any, the arbitrator shall submit written findings and a non-binding recommendation to the District's Board of Directors. The Manager-Engineer and the Union shall receive a copy. The Board of Directors may accept, reject or modify the recommendation(s). The Board shall issue a written decision which shall be provided to the Union. The decision of the Board of Directors shall be final.

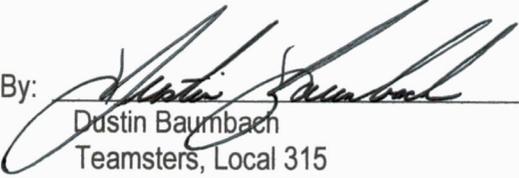
ARTICLE 25. FULL UNDERSTANDING

- A. The parties agree that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein.
- B. Except as specifically otherwise provided herein, it is agreed that neither the District nor Union shall be required to meet and confer with respect to any subject or matter covered in this MOU
- C. All Ordinances, Resolutions, Rules and Practices not inconsistent with this MOU, whether known by the parties at the time this MOU was negotiated and signed or not, shall not be superseded, modified or repealed by implication or otherwise by this MOU.

ARTICLE 26. SEVERABILITY

If any provisions of this agreement should be held invalid or restrained by operation of law or by any court of competent jurisdiction, the remainder of this agreement shall not be affected thereby and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

By: _____
Sandeep Karkal
District Manager-Engineer

By: 
Dustin Baumbaeh
Teamsters, Local 315

Dated: _____

Dated: 10/9/14

EXHIBIT "A"

JOB CLASSIFICATIONS

POSITION CLASSIFICATIONS

Collection System Worker I

Collection System Worker II

Collection System Worker III

Collection System Lead Worker

Environmental Compliance Analyst I

Environmental Compliance Analyst II

Construction Inspector

Information Systems Specialist II

Staff Engineer

EXHIBIT “B”

SALARY STRUCTURE

Effective the first day of the pay period closest to July 1, 2014 an across-the-board wage increase determined by the April 2013 to April 2014 CPI (SF Bay Area 82-100) movement plus one percent (1.0%).

Effective the first day of the pay period closest to July 1, 2015 an across-the-board wage increase determined by the April 2014 to April 2015 CPI (SF Bay Area 82-100) movement plus one percent (1.0%).

Effective the first day of the pay period closest to July 1, 2016 an across-the-board wage increase determined by the April 2015 to April 2016 CPI (SF Bay Area 82-100) movement plus one percent (1.0%).

Effective the first day of the pay period closest to July 1, 2017 an across-the-board wage increase determined by the April 2016 to April 2017 CPI (SF Bay Area 82-100) movement plus one half percent (0.5%).

NOVATO SANITARY DISTRICT BOARD AGENDA ITEM SUMMARY

TITLE: Personnel: Benefits for Unrepresented Employees (Management and Confidential Group).	MEETING DATE: October 13, 2014 AGENDA ITEM NO.: 8.b.
RECOMMENDED ACTION: Approve benefits for unrepresented employees, Management and Confidential (M&C) group, effective July 1, 2014.	
SUMMARY AND DISCUSSION: The District has traditionally applied the same provisions of the “Compensation and Benefits” section of the approved Memorandum of Understanding (MoU) for the represented group, to the unrepresented employees (Management & Confidential Group). The District-Manager has met with the unrepresented group, and they have indicated their agreement to continuing with this practice. By separate item 8.a., it is being recommended that the Board approve the MoU with the represented group. Therefore, and pending Board approval of the MoU, it is recommended that the Board approve the same provisions of the “Compensation & Benefits” section of the MoU (Articles 12 through 21), for the unrepresented employees (Management & Confidential Group), effective July 1, 2014.	
DEPT. MGR.:	MANAGER-ENGINEER:

NOVATO SANITARY DISTRICT BOARD AGENDA ITEM SUMMARY

TITLE: Annual Reclamation Facilities Improvements; Account No. 72804	MEETING DATE: October 13, 2014 Agenda Item No.: 9.a.
RECOMMENDED ACTION: Authorize the Manager-Engineer to execute a contract with Custom Tractor Supply (CTS) to rehabilitate irrigated parcels of the Reclamation Facility in the not-to-exceed amount of \$90,000.	
SUMMARY AND DISCUSSION: <p>In 2010 the District began a program to rehabilitate parcels of irrigated pasture land throughout the Reclamation Facilities. The majority of the parcels are in need of disking, leveling and reseeding due to settlement. The settlement creates areas that pond water, killing the grasses and producing mosquitoes. The disking will also break up the compaction caused by cattle grazing which over time stunts the growth of the grasses. These activities would rehabilitate the pastures and extend the life of the Facility, consistent with the recommendations of prior reports prepared for the District by Dr. Stephanie Larson of the UC Extension Agricultural Service.</p> <p>Previously, the District has contracted with Custom Tractor Service (CTS) of Petaluma to perform this work. CTS is the only contractor in this area that is known to perform this type of farming work for wastewater agencies. Previous pasture rehabilitation work in 2011 on Parcels 21, 25 & 34 resulted in an exceptional crop yield and there is no standing water in the fields after irrigation.</p> <p>This year staff would like to complete the second year of the two-year rehabilitation process on Parcel 22 (23.1 acres), Parcel 23 (16.1 acres), Parcel 26 (23.4 acres and Parcel 27 (21.8 acres) which includes disking, leveling, lime application, seeding and ring rolling to cover the seed. This will complete the rehabilitation of all of the parcels in Site 2.</p> <p>CTS has submitted a proposal to disc, level, apply lime as needed, and plant District furnished seed to Parcels 22, 23, 26 & 27 for \$1,066.25 per acre for a total estimate of \$89,991.15. The amount per acre is the same as the amount submitted on past proposals. The proposal is based on performing the work on a time and materials basis due to the unknown quantities of leveling and lime required.</p> <p>Staff has reviewed the proposal and finds it acceptable. Staff recommends that the Board authorize the Manager-Engineer to execute a contract with CTS to perform rehabilitation work in Parcels 22, 23, 26 & 27 in the not-to-exceed amount of \$90,000.</p>	
BUDGET INFORMATION: This project will be funded from the budget for Annual Reclamation Facilities Improvement (Account No. 72804) which, as of September 30, 2014, has a balance of \$149,149.37.	
DEPT. MGR.:	MANAGER-ENGINEER:

Speaker Contact Information

**Dr. Paul Freedman, PE,
BCEE, F ASCE, F WEF**

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Presentation**
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Dr. Kenneth Reckhow, PE

**Topic: Neuse River Basin (Pamlico Sound)
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Dr. David Dilks, PE

**Topic: Saginaw Bay and the Truckee River
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Dr. Charles Bott, PE

Topic: Chesapeake Bay: POTW Perspective
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Tanya Spano

**Topic: Chesapeake Bay – 30-yr
Perspective: Regulator Perspective**
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Paul Stacey

**Topic: The Long Island Watershed
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Jeanette Brown, PE,

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Ed Sherwood

**Topic: Tampa Bay Nutrient Management
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TBEP's Senior Scientist, and Lead Coordinator for
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George Cassidy, PE

**Topic: The POTW Perspective on the Tampa Bay
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BACWA San Francisco Bay Nutrients Symposium Series | SYMPOSIUM #2



Watershed Management Case Studies

CASE STUDY WATERSHED PRESENTATIONS

- Chesapeake Bay
- Long Island Sound
- Tampa Bay
- Neuse River/Pamlico Sound
- Saginaw Bay and the Truckee River Watersheds

**October 6, 2014
8:00 am to 4:00 pm**

**ELIHU M. HARRIS
STATE OFFICE BUILDING
AUDITORIUM
1515 Clay Street
Oakland, CA 94612**



BACWA BAY AREA CLEAN WATER AGENCIES

WHO WE ARE...

BACWA is a joint powers agency, formed under the California Government Code by the five largest wastewater treatment agencies in the San Francisco Bay Area. Our members include the many municipalities and special districts that provide sanitary sewer services to more than 6.5 million people. BACWA is dedicated to working with our members, state and federal regulatory agencies, and non-governmental organizations to improve and enhance the San Francisco Bay environment. We provide technical expertise, financial support, and a public utility perspective to ensure that regulations affecting our members are well-informed, thoughtful and effective.

WHY IS THIS IMPORTANT?

Historically, the San Francisco Bay has not been adversely affected by nutrients (nitrogen and phosphorus). Consequently, discharge regulations for most of the wastewater facilities discharging to the Bay do not include effluent limits related to nutrients. However, the San Francisco Regional Board is in the process of developing nutrient watershed permit(s) for the Bay. The Regional Board is planning to issue the watershed permit(s) in 2014. As part of the permit, the Regional Board may require wastewater agencies in the Bay Area to assess alternatives for optimizing and/or upgrading their wastewater plants to reduce nutrients in the future.

Program

TIME	ITEM	SPEAKERS
8:00 am - 8:30 am	Continental Breakfast	
8:30 am - 8:35 am	Welcome and Opening Remarks	Dave Williams, PE, BACWA Executive Director
8:35 am - 9:00 am	Symposium Overview and "The Watershed Perspective"	Moderator Paul Freedman, PE, BCEE, F ASCE, F WEF, LimnoTech
9:00 am - 10:00 am	CASE STUDY 1 – Chesapeake Bay Watershed	Tanya Spano, Chief, Regional Water Quality Management, Metropolitan Washington Council of Governments
9:00 am - 9:30 am	1. The Chesapeake Bay Story	Dr. Charles Bott, PE, Hampton Roads Sanitation District
9:30 am - 10:00 am	2. Hampton Roads Sanitation District and the Chesapeake Bay Challenge	
10:00 am - 10:30 am	Morning Networking Break	
10:30 am - 11:30 am	CASE STUDY 2 – Long Island Sound Watershed	Paul Stacey, Great Bay National Estuarine Research Reserve
10:30 am - 11:00 am	3. Past, Present, and Future of the Long Island Watershed Management Program	Jeanette Brown, PE, BCEE, F ASCE, D WRE; Manhattan College
11:00 am - 11:30 am	4. Meeting the Long Island Watershed Challenge	Ed Sherwood, Tampa Bay Estuary Program
11:30 am - 12:30 am	CASE STUDY 3 – Tampa Bay Watershed	George Cassady, PE, Hillsborough County, FL
11:30 am - 12:00 pm	5. Tampa Bay Watershed Program	
12:00 pm - 12:30 pm	6. The POTW Perspective on the Tampa Bay Watershed Program	
12:30 pm - 1:30 pm	Lunch	
1:30 pm - 2:00 pm	CASE STUDY 4 – Neuse River Watershed	Dr. Kenneth Reckhow, PE, Duke University
1:30 pm - 2:00 pm	7. Overview of the Neuse River Watershed Program	
2:00 pm - 2:40 pm	CASE STUDY 5 – Saginaw Bay and the Truckee River Watersheds	Dr. David Dilks, PE, LimnoTech
2:00 pm - 2:40 pm	8. Saginaw Bay Watershed, and the Truckee River Watershed Programs	
2:40 pm - 3:00 pm	Afternoon Networking Break	
3:00 pm - 3:50 pm	PANEL DISCUSSION – "The Watershed Approach: Common Challenges, Approaches, and Lessons Learned"	Panel Moderator: Paul Freedman Panel Members: • Chesapeake – Tanya Spano, Dr. Charles Bott • Long Island – Paul Stacey, Jeanette Brown • Tampa Bay – Ed Sherwood, George Cassady • Neuse River – Dr. Kenneth Reckhow • Saginaw Bay and Truckee River – Dr. David Dilks
3:00 pm - 3:50 pm	The panel discussion will be organized around the major themes and issues that are common to the various case studies, and how these themes are (or are not) applicable to the San Francisco Bay nutrient initiative. The panel discussion will be interactive with opportunity for the audience to ask questions and/or provide applicable comments.	
3:50 pm - 4:00 pm	Closing Comments	Dave Williams, PE, BACWA Executive Director



BACWA San Francisco Bay Nutrients Symposium #2 Series – Symposium #2

“Watershed Management Case Studies – Lessons Learned”

Key Success Factors/Lessons Learned for Watershed Approach and TMDLs September 23, 2014

“A” Factors

1. Well-organized governance structure.
2. Staged/phased implementation reduces risk of ineffective investments.
3. Adequate funding.
4. Government agency interest and involvement.
5. Active stakeholder interest and involvement.
6. Acceptance of adaptive management provides advantages.
7. Pollutant trading programs can result in more cost-effective compliance.

“B” Factors

1. Targeted implementation and tracking progress for better WQ improvement strategies.
2. Leverage collaboration and partnerships for improvements.
3. Improve efficiencies of data gathering and analyses through coordinated monitoring program.
4. Flexible planning to address unknowns and changing watershed conditions.
5. Outreach and education activities improve quality of review and comment by stakeholders.

Saginaw Bay/Lake Huron



The **Saginaw Bay** watershed encompasses ~8,700 sq. mi., 1.4 million people, and 22 counties, and is one of the most diverse watersheds in Michigan. It has more than 175 lakes, and ~7,000 miles of rivers and streams. **Problem:** Major fish kills as early as 1930's, and DO levels too low to support nearly all fish species by 1965. By 1970's, DDT and PCBs levels in fish made them unsafe to eat. More recently, following mitigation measures and some progress, invasives became a major problem.



Long Island Sound

The **Long Island Sound** watershed covers major New York and Connecticut cities, ~16,000 sq. mi., and ~18 million people. **Problem:** Designated uses were impaired due to nutrients and excessive algae, and resulting reduced dissolved oxygen levels.



Chesapeake Bay

Chesapeake Bay is the largest estuary in the U.S. with a watershed covering 6 states and D.C., ~17 million people, and 64,000 sq. mi. **Problem:** Aquatic life and habitat impacts due to reduced dissolved oxygen from excessive point/non-point sources of nutrients, and invasive species (zebra mussels, nutria, catfish).



Neuse River/Pamlico Sound

The **Neuse River** flows through North Carolina and empties into Pamlico Sound, and is the second largest estuary in the U.S. (Chesapeake bay is the largest). The watershed has a population of ~1 million. **Problem:** Aquatic and human health concerns due to non-point (~60%), and point (~40%) sources of nutrients.



Tampa Bay

The **Tampa Bay** watershed covers ~2,400 sq. mi. and feeds a ~40 sq. mi. open water bay divided into 6 embayments, and the Manatee River. It contains ~2.1 million people, and is expected to double by 2050. **Problem:** Classic eutrophication due to nutrient enrichment, and low dissolved oxygen levels.



Truckee River Watershed



The **Truckee River** watershed covers ~3,200 sq. mi., with boundaries that include sometimes conflicting water quality standards from California, Nevada, and the Pyramid Lake Paiute Tribe. **Problem:** The Lahontan Cutthroat Trout, and Cui-ui fish are endangered due to reduced dissolved oxygen levels resulting from point and non-point nitrogen sources, as well as TDS management issues due to the terminal lake-to-lake river system.

