

Tod Moody, President
Omar Arias-Montez, Vice President
John Carapiet, Secretary

Catharine Benediktsson, Director
Richard Snyder, Director

NOTICE AND AGENDA
Regular Board Meeting
at Sanitary District No. 5 of Marin County
Thursday, December 14th, 2023

5:00 P.M. REGULAR BOARD MEETING

Teleconference Location:
Director Richard Snyder
10 Pomander Walk
Belvedere CA 94920

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

ROLL CALL:

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

DIRECTORS' COMMENTS AND/OR AGENDA REQUESTS:

CONSENT CALENDAR:

1. Approval of November 16th, 2023 Regular Board Meeting Minutes
2. Review and receive all electronic fund transfers (EFTs) and approve warrants from November 10th, 2023, through December 8th, 2023, (JP Morgan Chase Bank, check no. 10193 through check no. 10249, all transactions totaling \$1,242,770.29) and receive November 2023 payroll, in the sum of \$180,387.04 (Rubio)
3. Receipt of Financial Reports for November 2023 (Rubio)

MANAGEMENT REPORTS:

4. District Manager Summary Report (Rubio)

NEW BUSINESS:

5. Review CalPERS' Letters regarding the request to make a lump sum payment to reduce the Districts Unfunded Accrued Liability (UAL), and Approve Payments for Unfunded Accrued Liability: Not to Exceed Eight Hundred Sixty Three Thousand, Nine Hundred Fifty Six Dollars (\$863,956.00) for Classic Members; and Sixty Four Thousand, Ninety Three Dollars (\$64,093.00) for PEPRA Members (Rubio) – Action

Regular Board Meeting

NEW BUSINESS CONTINUED:

6. Review of quotes for the installation of Office partition walls with sliding doors and provide the District Manager authorization to proceed with the ordering and scheduling of the wall partition installation (Rubio) - Action

7. Review and discussion of SD5 Investment Policy and consideration to approve a resolution for a new Investment Policy (Rubio)-Action

8. Review and Discuss proposed agreement Between the District and Wulf Hansen & Co (Municipal Advisor) for assistance with developing and administering an asset allocation program intended to create and maintain a cash management program balanced appropriately between the Districts cash deposits in the Local Agency Investment Fund (LAIF) and US Treasury securities backed by the full faith and credit of the United States Government. (Rubio)- Action

UNFINISHED BUSINESS:

COMMITTEE REPORTS:

9. Capital Improvement Program Committee (Carapiet/Arias-Montez)

10. Finance & Fiscal Oversight Committee (Arias-Montez/Snyder)

11. Governance Committee (Snyder/Benediktsson)

12. Personnel Committee (Snyder/Carapiet)

OTHER BUSINESS:

ENVIRONMENTAL:

CORRESPONDENCE:

INFORMATIONAL ITEMS:

13. 2024 California Association of Sanitation Agencies (CASA) Winter Conference – Palm Springs CA January 24-26, 2024

CLOSED SESSION:

ADJOURNMENT:

The Board will be asked to adjourn the meeting to a Special Board Meeting on December 14, 2023, at 5:00 P.M. (The regular meeting of December 21, 2023 has been cancelled.)

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

Tod Moody, President
Omar Arias-Montez, Vice President
John Carapiet, Secretary

Catharine Benediktsson, Director
Richard Snyder, Director

NOTICE AND AGENDA
Regular Board Meeting
at Sanitary District No. 5 of Marin County
Thursday, November 16th, 2023

5:00 P.M. REGULAR BOARD MEETING

Teleconference Location:
Director Richard Snyder
10 Pomander Walk
Belvedere CA 94920

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

ROLL CALL: **Tod Moody, Richard Snyder, John Carapiet, Omar Arias, Catherine Benediktsson**

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

DIRECTORS' COMMENTS AND/OR AGENDA REQUESTS: **None**

CONSENT CALENDAR:

1. Approval of October 19th, 2023 Regular Board Meeting Minutes
2. Review and receive all electronic fund transfers (EFTs) and approve warrants from October 13th, 2023, through November 9th, 2023, (JP Morgan Chase Bank, check no. 10105 through check no. 10192, all transactions totaling \$312,516.52) and receive October 2023 payroll, in the sum of \$139,508.12 (Rubio)
3. Receipt of Financial Reports for October 2023 (Rubio)

Motion to approve items 1-3 (M/S Benediktsson/Arias 5-0-0-0)

Ayes: Moody, Snyder, Carapiet, Arias, Benediktsson

Noes: None

Absent: None

Abstain: None

MANAGEMENT REPORTS:

4. District Manager Summary Report (Rubio)

NEW BUSINESS:

5. Review of quotes for the replacement of 2 HVAC units for the Main Plant and provide District Manager authorization to proceed with the replacement of the 2 units that are out of service (Rubio) – Action

Motion to provide District Manager authorization to proceed with the replacement of 2 HVAC units (M/S Benediktsson/Snyder 5-0-0-0)

Ayes: Moody, Snyder, Carapiet, Arias, Benediktsson

Noes: None

Absent: None

Abstain: None

6. Review of quotes for the replacement of the Chevy Boom Truck and provide District Manager authorization to proceed with the order of the replacement truck (Rubio) – Action Motion to approve CB, RS- Passed unanimously (5-0-0-0)

Motion to provide District Manager authorization to proceed with the order of the replacement service truck (M/S Benediktsson/Snyder5-0-0-0)

Ayes: Moody, Snyder, Carapiet, Arias, Benediktsson

Noes: None

Absent: None

Abstain: None

7. Review and discussion of draft Investment Policy and possible consideration to bring back to nexts months meeting with a Resolution for adoption. (Rubio) Discussion and possible Action -No action taken- Direction given.

NEW BUSINESS CONTINUED:

8. Review and accept HDR Final Technical Report regarding CIP and Occupancy Optimization Assessment. (Rubio)- Action Motion to accept final report JC, OA – passed unanimously (5-0-0-0)

UNFINISHED BUSINESS:

COMMITTEE REPORTS:

7. Capital Improvement Program Committee (Carapiet/Arias-Montez)

8. Finance & Fiscal Oversight Committee (Arias-Montez/Snyder)

9. Governance Committee (Snyder/Benediktsson)

10. Personnel Committee (Snyder/Carapiet)

11. Ad Hoc Committee – Paradise Drive (Carapiet/Benediktsson) Remove ad-hoc committee from committee reports list

OTHER BUSINESS:

ENVIRONMENTAL:

CORRESPONDENCE:

INFORMATIONAL ITEMS:

CLOSED SESSION: Entered closed session at 6:10pm

12. Convene to Closed Session (The public may provide comments regarding the closed session item(s) just prior to the Board beginning the Closed Session. Closed sessions are not open to the public.)

- a) Closed Session pursuant to Section 54957(b) (1) – Employee Performance Evaluation
Employee – District Manager

13. Report out of Closed Session: **Director Benediktsson reported on behalf of the board the satisfaction of the Managers communication to the board throughout the year and most recent administrative organization of the district.**

RECONVENE TO OPEN SESSION: 6:26pm

14. Review and approve amendment to District Manager’s Employment Contract and Consider award of a one-time payment to District Manager – Stock - (Action) **Motion to amend employment contract to cover health benefits up to PERs platinum and increase auto allowance to \$8k/year.**
(M/S Benediktsson/Snyder 5-0-0-0)

Ayes: Moody, Snyder, Carapiet, Arias, Benediktsson

Noes: None

Absent: None

Abstain: None

ADJOURNMENT: 6:30pm

The Board will be asked to adjourn the meeting to a Special Board Meeting on December 14, 2023, at 5:00 P.M. (The regular meeting of December 21, 2023 has been cancelled.)

Approved:

Attest:

Todd Moody
Board President

John Carapiet
Board Secretary

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

Sanitary Distr. No.5 of Marin Co.

Warrant List Summary

November 12 through December 8, 2023

Item #2

12/07/23

Num	Date	Name	Memo	Amount
JP Morgan Chase - Primary 7399				
EFT	11/29/23	CalPERS (457 Def Comp)	SD5 EE + ER 457 Contributions - 11.31.2023	-5,813.96
EFT	12/07/23	CalPERS (Health Premium)	EFT Health Premium, Cust #4163206459 - December 2023	-21,917.93
EFT	12/07/23	PERS	CalPERS Unfunded Accrued Liability (UAL) SD5 FY21-22 - December 2023	-928,049.00
EFT	12/07/23	PERS	EFT PERS Pension - October 2023	-24,971.95
EFT	11/16/23	CalPERS (457 Def Comp)	SD5 EE + ER 457 Contributions - 11.15.2023	-6,063.96
10193	12/07/23	HASA	Cust ID #STDT001, Chemicals - November 2023	-35.72
10194	12/07/23	Alhambra	Acct #547945611762129, Water - December 2023	-85.93
10195	12/07/23	Alvarez, Joel	Reimb re Conf Monitor + Mount - November 2023	-591.02
10196	12/07/23	Banshee Networks, Inc.	Acct #400M14, IT Support, June FY22-23 + November 2023	-8,973.53
10197	12/07/23	BGE Solutions	M.P. Digester Project - November 2023	-1,725.00
10198	12/07/23	DC Frost Associates, Inc.	M.P. Parts & Service - Drive Unit/Collectors - November 2023	-660.39
10199	12/07/23	Burke, Williams & Sorensen, LLP	Legal Advice - October 2023	-301.50
10200	12/07/23	Balf, Abigail	Standby Mileage (Aug - Nov) + Reimb re CWEA Training - November 2023	-174.69
10201	12/07/23	Caltest Analytical Laboratory	Acct: Tiburon5: M.P./P.C. Lab Sampling - November 2023	-1,970.30
10202	12/07/23	Code Publishing, Inc.	Municiple Code update - November 2023	-211.50
10203	12/07/23	Central Marin Sanitation Agency	Pollution Prevention Pub Ed Costs - December 2023	-339.74
10204	12/07/23	Cottrell, Rulon	Meals/Diem - November 2023	-45.00
10205	12/07/23	Caltronics Business Systems, Inc.	Acct #SD15 / ID:128746, Multi-purpose Copier Contract - December 2023	-15.00
10206	12/07/23	DKF Solutions Group, LLC	My Safety Officer Subscription + CalOSHA Training - November 2023	-1,921.25
10207	12/07/23	D&K Auto Service	SD5 Vehicle Maint. - December 2023	-404.86
10208	12/07/23	Goodman Building Supply Co.	Acct #20070, TPS #5 - November 2023	-204.50
10209	12/07/23	Grainger	Acct #810128785, M.P. Supplies - September - December 2023	-3,349.34
10210	12/07/23	Comcast Business (Int)	Acct# 8155 30 011 0149465, Bus. Voice, Internet & Cable - November 2023	-743.94
10211	12/07/23	Harrington Industrial Plastics LLC	Cust #:044227, M.P. Supplies - December 2023	-86.18
10212	12/07/23	HDR Engineering, Inc.	Consulting, SD5 MP Digester - December 2023	-11,872.22
10213	12/07/23	JM Integration, LLC	PSs + M.P. Parts & Service+M.P. - Weather Station /	-19,786.85
10214	12/07/23	Jackson's Hardware, Inc.	Acct #7601, Supplies - November 2023	-810.92
10215	12/07/23	JRL Machine & Driveline, Inc.	M.P. Digester Rehab - November 2023	-2,947.46
10216	12/07/23	SWRCB FEES	SWRCB Permit (M.P. & P.C. Plants -Threat/Complexity 3C Permits) - December 2...	-21,094.00
10217	12/07/23	MidAmerica	Acct#: SD5MARIN0G5, FSA Q223 (AJE FY23-24)	-261.00
10218	12/07/23	Nute Engineering Corp.	Consulting & Engr. Srvcs - October 2023	-1,389.00
10219	12/07/23	Pacific Gas & Electric	Acct #2908031411-4, Utilities - November 2023	-24,866.87
10220	12/07/23	Peterson CAT	Customer #5656305 : Annual Generator Maintenance - November 2023	-4,014.18
10221	12/07/23	Lablue, Pierce	PPE Reimb. re uniforms - November 2023	-147.64
10222	12/07/23	Roy's Sewer Service, Inc.	P&L - November 2023	-350.00
10223	12/07/23	Mill Valley Refuse Service, Inc.	Acct #032945, Garbage Service + 1 yd rental - November - December 2023	-514.27
10224	12/07/23	Mill Valley Refuse Service, Inc.	Acct #063092, SLUDGE TRANSPORT - November - December 2023	-2,520.00
10226	12/07/23	Shape Incorporated	Acct #400M14, 5HP Pumps - December 2023	-49,842.63
10227	12/07/23	Town of Tiburon	Fuel - October 2023	-2,335.30
10228	12/07/23	Tiburon Mail Services	Cust ID#: 37/Account1, Postage - November 2023	-277.35
10229	12/07/23	Triola, Joseph	Standby Mileage Reimb. - November/December 2023	-117.50
10230	12/07/23	USABlueBook	Cust #933682, M.P. Lab Supplies + Chemicals - December 2023	-1,922.74
10231	12/07/23	USP Technologies	Cust #: UCO500893, Chemicals - November 2023	-7,089.33
10232	12/07/23	Verizon Wireless	Acct #0342125502-00001: iPhones & BPS Comm - November - December 2023	-578.02
10233	12/07/23	Staples, Inc.	Acct #60111000714, Office Supplies - October - December 2023	-510.51
10234	12/07/23	Home Depot Credit Services	#6035322005164334: M.P. Supplies - November 2023	-508.15
10235	12/07/23	Alameda Electrical Distributors, Inc.	Acct #56156: Electrical parts & supplies - December 2023	-418.43
10236	12/07/23	Linscott Engineering Contractors Inc.	Manhole Cover Replacements - December 2023	-5,030.15
10237	12/07/23	Robert L Talavera, LLC	SSGIS ArcView Support - November 2023	-450.00
10238	12/07/23	CSRMA California Sanitation Risk Mg...	W.C., PY33 PR Audit - December 2023	-4,236.00
10239	12/07/23	Cintas Corporation #626	Acct #626-00821, PPE/Safetywear - October 2023	-573.99
10240	12/07/23	Fastenal Company	CAPET0959, M.P. Supplies - December 2023	-6,131.46
10242	12/08/23	Access Answering Service	Acct #4080C, Answering Service - December 2023	-151.80
10244	12/08/23	US Bank	Acct#:4246 0445 5565 3611, August - September 2023	-14,291.66
10246	12/07/23	Special District Risk Management Aut...	Member #7665, Life, Vision, DDS & LTD Ins - December + January 2023	-4,057.93
10247	12/07/23	Daily Money Management Services	Accounting Services - December 2023	-1,484.40
10248	12/08/23	Sewer Tech, Inc.	M.P. Shop Renovations - December 2023	-43,150.00
10249	12/07/23	Comcast Business (VOIP)	Acct# 963 425 517, VOIP Service - December 2023	-382.34
Total JP Morgan Chase - Primary 7399				-1,242,770.29
TOTAL				-1,242,770.29

12/07/23

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

November 16 through December 8, 2023

Item #2

Num	Date	Name	Memo	Account	Class	Paid Amount
EFT	11/29/23	CalPERS (457 Def Comp)	SD5 EE + ER 457 Contributions - 11.31.2023 457 Deferred Compensation - 11.29.2023	JP Morgan Chase - Primary 7399 8008 · Deferred Comp 457	SD5	-5,813.96
TOTAL						-5,813.96
EFT	12/07/23	CalPERS (Health Premium)	EFT Health Premium, Cust #4163206459 - December 2023 Active Employee Health - December 2023 Retiree Health - December 2023	JP Morgan Chase - Primary 7399 8020.05 · Employee Health 8022.05 · Retiree Health	SD5 SD5	-20,838.44 -1,079.49
TOTAL						-21,917.93
EFT	12/07/23	PERS	CalPERS Unfunded Accrued Liability (UAL) SD5 FY21-22 - December 2023 CalPERS Unfunded Accrued Liability (UAL) Lump Sum Payment for SD5 FY21-22 - PEPRA Me... CalPERS Unfunded Accrued Liability (UAL) Lump Sum Payment for SD5 FY21-22 - CLASSIC M...	JP Morgan Chase - Primary 7399 8019.08 · PERS Retirement - CalPERS ... 8019.08 · PERS Retirement - CalPERS ...	SD5 SD5	-64,093.00 -863,956.00
TOTAL						-928,049.00
EFT	12/07/23	PERS	EFT PERS Pension - October 2023 Retirement Nov 2023 (Classic 1600 Rate): ER @ 15.95%; EE @ 8.0% Retirement Nov 2023 (PEPRA Rate): ER @ 7.68%; EE @ 7.75%	JP Morgan Chase - Primary 7399 8019.05 · PERS Retirement 8019.05 · PERS Retirement	SD5 SD5	-14,264.76 -10,707.19
TOTAL						-24,971.95
EFT	11/16/23	CalPERS (457 Def Comp)	SD5 EE + ER 457 Contributions - 11.15.2023 457 Deferred Compensation - 11.16.2023	JP Morgan Chase - Primary 7399 8008 · Deferred Comp 457	SD5	-6,063.96
TOTAL						-6,063.96
10193	12/07/23	HASA	Cust ID #STDT001, Chemicals - November 2023 Inv #XXXXXX (PO #AB754194) Multi-Chlor 25% (\$2.82/Gal) - November 2023 Inv #920206 Refund: SD5 does not pay for CA Pesticide Assesment	JP Morgan Chase - Primary 7399 7024 · Main Plant Chemicals 7024 · Main Plant Chemicals	SD5 SD5	-200.00 164.28
TOTAL						-35.72
10194	12/07/23	Alhambra	Acct #547945611762129, Water - December 2023 Inv #12012314 081823, Water - December 2023 Inv #12012314 081823, Water - December 2023	JP Morgan Chase - Primary 7399 7023 · Janitorial Supplies & Service 7042 · Paradise Supplies & Chemicals	SD5 SD5	-79.72 -6.21
TOTAL						-85.93
10195	12/07/23	Alvarez, Joel	Reimb re Conf Monitor + Mount - November 2023 Reimbursement re Conf Monitor + Mount - November 2023	JP Morgan Chase - Primary 7399 6018.1 · Meetings & Travel	SD5	-591.02
TOTAL						-591.02

12/07/23

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

November 16 through December 8, 2023

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Class</u>	<u>Paid Amount</u>
10196	12/07/23	Banshee Networks, Inc.	Acct #400M14, IT Support, June FY22-23 + November 2023 Inv #15885, reimbursement re purchased server warranties - June 2023 Inv #16075, monitoring, server maint., network support, pop-ups due to malicious browser	JP Morgan Chase - Primary 7399 8510 · Data/Alarms/IT Supp & Licensing 8510 · Data/Alarms/IT Supp & Licensing	SD5 SD5	-7,386.00 -1,587.53 <hr/>
TOTAL						-8,973.53
10197	12/07/23	BGE Solutions	M.P. Digester Project - November 2023 Inv #223 (PO#RC954182), M.P. Digester Replacement Project - November 2023	JP Morgan Chase - Primary 7399 7022 · Plant Maint. Parts & Service	SD5	-1,725.00 <hr/>
TOTAL						-1,725.00
10198	12/07/23	DC Frost Associates, Inc.	M.P. Parts & Service - Drive Unit/Collectors - November 2023 WGI000012051 (PO#954117), M.P. Clairifiers, (10) Shear Pin Kits + screws- July 2022	JP Morgan Chase - Primary 7399 7022 · Plant Maint. Parts & Service	SD5	-660.39 <hr/>
TOTAL						-660.39
10199	12/07/23	Burke, Williams & Sorensen, LLP	Legal Advice - October 2023 Inv #311691 DCS - October 2022	JP Morgan Chase - Primary 7399 6039 · Legal	SD5	-301.50 <hr/>
TOTAL						-301.50
10200	12/07/23	Balf, Abigail	Standby Milelage (Aug - Nov) + Reimb re CWEA Training - November 2023 M.P. Alarm (8.23.2023) + Shift coverage (9.10.2023) - August - September CWEA Safety Days Seminar - 11.8.2023 (1) per diem meal	JP Morgan Chase - Primary 7399 6018.2 · Standby Mileage Expense Rei... 6018.1 · Meetings & Travel	SD5 SD5	-129.69 -45.00 <hr/>
TOTAL						-174.69
10201	12/07/23	Caltest Analytical Laboratory	Acct: Tiburon5: M.P./P.C. Lab Sampling - November 2023 Inv #Y100151001, #Y100153001, #Y100153002, #Y100452001, #Y100452002, #Y100453001 Inv #Y100150001, Inv #100150002, #100152001 - November 2023	JP Morgan Chase - Primary 7399 7051 · Main Plant Lab Monitoring 7042 · Paradise Supplies & Chemicals	SD5 SD5	-1,518.10 -452.20 <hr/>
TOTAL						-1,970.30
10202	12/07/23	Code Publishing, Inc.	Municiple Code update - November 2023 Municipal code updates - November 2023	JP Morgan Chase - Primary 7399 6017 · Consulting Fees	SD5 SD5	-211.50 <hr/>
TOTAL						-211.50
10203	12/07/23	Central Marin Sanitation Agency	Pollution Prevention Pub Ed Costs - December 2023 Inv #INV01242, County Ed Program: SD5 Shared Exp.+ Adminstration Fees - December 2023	JP Morgan Chase - Primary 7399 6059 · Pollution Prevention/Public Edu	SD5	-339.74 <hr/>
TOTAL						-339.74

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

12/07/23

November 16 through December 8, 2023

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Class</u>	<u>Paid Amount</u>
10204	12/07/23	Cottrell, Rulon	Meals/Diem - November 2023 Meals / Diem re CWEA NorCal Conference - November 2023	JP Morgan Chase - Primary 7399 6018.2 · Standby Mileage Expense Rei...	SD5	-45.00
TOTAL						-45.00
10205	12/07/23	Caltronics Business Systems, Inc.	Acct #SD15 / ID:128746, Multi-purpose Copier Contract - December 2023 Inv #3935299,KONT TB324M - Magenta Toner- November 2023	JP Morgan Chase - Primary 7399 6047 · Office Supplies	SD5	-15.00
TOTAL						-15.00
10206	12/07/23	DKF Solutions Group, LLC	My Safety Officer Subscription + CalOSHA Training - November 2023 Inv 21826 - Nov 2023 Inv 21835 - Nov 2023 Inv 21860 - Dec 2023	JP Morgan Chase - Primary 7399 8515 · Safety 8515 · Safety 8515 · Safety	SD5 SD5 SD5	-1,200.00 -371.25 -350.00
TOTAL						-1,921.25
10207	12/07/23	D&K Auto Service	SD5 Vehicle Maint. - December 2023 Inv #76251, #76274 (PO#) 2011 Chevy Silverado 1500 + 2013 Ford, 250 Superduty XTL - Oct...	JP Morgan Chase - Primary 7399 7072 · Maintenance	SD5	-404.86
TOTAL						-404.86
10208	12/07/23	Goodman Building Supply Co.	Acct #20070, TPS #5 - November 2023 Inv #880704 (PO#DL749459), P&L - November 2023 Inv #882604 (PO#PC952184), P&L, TPS#5 - November 2023 Inv #IS955712 (PO#IS955712), Safety Gear - November 2023	JP Morgan Chase - Primary 7399 7011 · Pumps & Lines Maintenance 7011 · Pumps & Lines Maintenance 8515 · Safety	SD5 SD5 SD5	-54.07 -12.98 -137.45
TOTAL						-204.50
10209	12/07/23	Grainger	Acct #810128785, M.P. Supplies - September - December 2023 Inv #9808447297, #9819976177, Inv #9827838658, #9829038984, Inv #9827838658, #9900740870 (PO#AB754190) - Inv #9829533448 (PO#CB2455778306) Inv #9920992162 (PO#CB953087)	JP Morgan Chase - Primary 7399 7025 · Lab Supplies & Chemicals 8515 · Safety 7021 · Plant Maintenance Supplies 7022 · Plant Maint. Parts & Service 7021 · Plant Maintenance Supplies	SD5 SD5 SD5 SD5 SD5	-516.22 -904.46 -463.74 -1,100.90 -364.02
TOTAL						-3,349.34
10210	12/07/23	Comcast Business (Int)	Acct# 8155 30 011 0149465, Bus. Voice, Internet & Cable - November 2023 Bundle: Cable, Internet & Land Line Phones -- November 2023 Bundle: Land Line Phones -- November 2023 (Balance Forward) Bundle: Cable, Internet & Land Line Phones - November 2023 (Balance Forward) Bundle: Land Line Phones -- November 2023	JP Morgan Chase - Primary 7399 8510 · Data/Alarms/IT Supp & Licensing 8531 · Main Plant Telephones 8510 · Data/Alarms/IT Supp & Licensing 8531 · Main Plant Telephones	SD5 SD5 SD5 SD5	-314.44 -132.63 -164.24 -132.63
TOTAL						-743.94

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

12/07/23

November 16 through December 8, 2023

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Class</u>	<u>Paid Amount</u>
10211	12/07/23	Harrington Industrial Plastics LLC	Cust #:044227, M.P. Supplies - December 2023	JP Morgan Chase - Primary 7399		
			Inv #006O1369 (PO#CB195155), hardware supplies - December 2023	7025 · Lab Supplies & Chemicals	SD5	-86.18
TOTAL						-86.18
10212	12/07/23	HDR Engineering, Inc.	Consulting, SD5 MP Digester - December 2023	JP Morgan Chase - Primary 7399		
			Inv #1200568476, HDR Consulting, SD5 M.P. Digester Rehab & Cleaning - December 2023	9213 · M.P. Digester	SD5	-11,872.22
TOTAL						-11,872.22
10213	12/07/23	JM Integration, LLC	PSs + M.P. Parts & Service+M.P. - Weather Station /	JP Morgan Chase - Primary 7399		
			Inv #23315 (Agrmnt #230408): Demo/Remove Antennae + Repurpose weather station - Novem...	7022 · Plant Maint. Parts & Service	SD5	-1,422.08
			Inv #23331: Demo, rerouting conduit, repurposing conduit, label cables re ID; Assisted w/ techni...	7022 · Plant Maint. Parts & Service	SD5	-14,470.22
			Inv #23337: AT&T Line Fee, pooled data (1GB) - November 2023	7021 · Plant Maintenance Supplies	SD5	-172.50
			Inv #73320: (Agrmnt #23320): 16 applications applied @ ethernet - November 2023	7022 · Plant Maint. Parts & Service	SD5	-3,722.05
TOTAL						-19,786.85
10214	12/07/23	Jackson's Hardware, Inc.	Acct #7601, Supplies - November 2023	JP Morgan Chase - Primary 7399		
			Inv #142258 (PO#PL955713), Rain Gear - November 2023	8515 · Safety	SD5	-796.67
			Inv #142258 (PO#PL955713), Boot Allowance (FY23-24) - November 2023	8515.01 · Boot Allowance	SD5	-199.99
			Crtd Memo #141321 - Returned Carolina Boots - October 2023	8515.01 · Boot Allowance	SD5	218.49
			Inv #141428 (PO#849115), Flashlights - October 2023	7021 · Plant Maintenance Supplies	SD5	-32.75
TOTAL						-810.92
10215	12/07/23	JRL Machine & Driveline, Inc.	M.P. Digester Rehab - November 2023	JP Morgan Chase - Primary 7399		
			Inv #25460 (PO#AB849125) Effluent safety gate - November 2023	7022 · Plant Maint. Parts & Service	SD5	-761.33
			Inv #25486 (PO#849134) Motor covers, diesel cover, S Press + Plates - December 2023	7022 · Plant Maint. Parts & Service	SD5	-2,186.13
TOTAL						-2,947.46
10216	12/07/23	SWRCB FEES	SWRCB Permit (M.P. & P.C. Plants -Threat/Complexity 3C Permits) - December 2023	JP Morgan Chase - Primary 7399		
			Facility #: 2 215021001, Inv #WD-0230211 Index No. 551702: SWRCB Permit, 7.1.22 - 6.30.23	7062 · Permits/Fees - General	SD5	-9,773.00
			Facility #: 2 215021002, Inv #WD-0230205, Index No. 551696, SWRCB Permit (Threat/Complexit...	7063 · Paradise Cove Permits/Fees	Tibur...	-3,829.00
			Facility #: 2SSO10151, Inv #WD-0229861, Index No. 551352, SWRCB Permit, 7.1.2023 - 6.30.2...	7062 · Permits/Fees - General	SD5	-3,746.00
			Facility #2SSO10152, Inv #WD-0229890, Index No. 551381, SWRCB Permit, 7.1.2023 - 6.30.2024	7063 · Paradise Cove Permits/Fees	Tibur...	-3,746.00
TOTAL						-21,094.00
10217	12/07/23	MidAmerica	Acct#: SD5MARIN0G5, FSA Q223 (AJE FY23-24)	JP Morgan Chase - Primary 7399		
			Financial Services Account (2 FSAs) - Q223 (AJE FY23-24)	8020.05 · Employee Health	SD5	-36.00
			Financial Services Account (7 Rets) - Q223 (AJE FY23-24)	8020.05 · Employee Health	SD5	-225.00
TOTAL						-261.00

12/07/23

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

November 16 through December 8, 2023

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Class</u>	<u>Paid Amount</u>
10218	12/07/23	Nute Engineering Corp.	Consulting & Engr. Svcs - October 2023 Inv #26931 (Job #: 8999 - Office Surveyer @ Cove Rd. Pump Station) - September 2023	JP Morgan Chase - Primary 7399 6017 · Consulting Fees	SD5	-1,389.00
TOTAL						-1,389.00
10219	12/07/23	Pacific Gas & Electric	Acct #2908031411-4, Utilities - November 2023 Acct #2908031411-4, SD5 Utilities - November 2023 Acct #2908031411-4, P.C. Plant Utilities - November 2023 Acct #2908031411-4, SD5 Pump St Utilities - November 2023	JP Morgan Chase - Primary 7399 8542 · Main Plant Utilities 8543 · Paradise Cove Utilities 8544 · Pump Station Utilities	SD5 SD5 SD5	-17,330.27 -3,448.61 -4,087.99
TOTAL						-24,866.87
10220	12/07/23	Peterson CAT	Customer #5656305 : Annual Generator Maintenance - November 2023 Inv#SW270058259, #SW270058260 (PO#DL749454), Annual Maintenance re generators - Nove... Inv #SW270057878, (PO#DL954050), Maintenance re P.C. generator - November 2023	JP Morgan Chase - Primary 7399 7011 · Pumps & Lines Maintenance 7011 · Pumps & Lines Maintenance	SD5 Tibur...	-1,916.78 -2,097.40
TOTAL						-4,014.18
10221	12/07/23	Lablue, Pierce	PPE Reimb. re uniforms - November 2023 Reimb. re PPE/uniforms - November 2023	JP Morgan Chase - Primary 7399 8520 · Personal Protection/Safety Wear	SD5	-147.64
TOTAL						-147.64
10222	12/07/23	Roy's Sewer Service, Inc.	P&L - November 2023 Inv #223982, Cleared lines - November 2023	JP Morgan Chase - Primary 7399 7011 · Pumps & Lines Maintenance	SD5	-350.00
TOTAL						-350.00
10223	12/07/23	Mill Valley Refuse Service, Inc.	Acct #032945, Garbage Service + 1 yd rental - November - December 2023 Garbage Service, Including 1 yd trash + 1 yd cardboard rental - November 2023 Garbage Service, Including 1 yd trash + 1 yd cardboard rental - December 2023	JP Morgan Chase - Primary 7399 7023 · Janitorial Supplies & Service 7023 · Janitorial Supplies & Service	SD5 SD5	-257.14 -257.13
TOTAL						-514.27
10224	12/07/23	Mill Valley Refuse Service, Inc.	Acct #063092, SLUDGE TRANSPORT - November - December 2023 Sludge Transport/Exchange only: 7 loads - November - December 2023	JP Morgan Chase - Primary 7399 7029 · Main Plant Sludge Disposal	SD5	-2,520.00
TOTAL						-2,520.00
10226	12/07/23	Shape Incorporated	Acct #400M14, 5HP Pumps - December 2023 Inv #27155B17051 (PO#DL74955), (4) 5 HP Pumps - December 2023	JP Morgan Chase - Primary 7399 9306 · PS Pump & Valve Replacements	SD5	-49,842.63
TOTAL						-49,842.63

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

12/07/23

November 16 through December 8, 2023

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Class</u>	<u>Paid Amount</u>
10227	12/07/23	Town of Tiburon	Fuel - October 2023 Fuel - October 2023	JP Morgan Chase - Primary 7399 7071 · Fuel	SD5	-2,335.30
TOTAL						-2,335.30
10228	12/07/23	Tiburon Mail Services	Cust ID#: 37/Account1, Postage - November 2023 Trackg: 7866 3879 91800, P.O. #195154) DeNora SBS Pump: returned - November 2023	JP Morgan Chase - Primary 7399 6056 · Postage	SD5	-277.35
TOTAL						-277.35
10229	12/07/23	Triola, Joseph	Standby Mileage Reimb. - November/December 2023 (2) P+L callouts - Belvedere - November/December 2023	JP Morgan Chase - Primary 7399 6018.2 · Standby Mileage Expense Rei...	SD5	-117.50
TOTAL						-117.50
10230	12/07/23	USABlueBook	Cust #933682, M.P. Lab Supplies + Chemicals - December 2023 Inv #00197340 (PO#AB849113), Midge Fly control - December 2023 Inv #00200473 (PO#AB849124) MP Calcium Hypo tabs - December 2023 Inv #00200473 (PO#AB849124) PCCalcium Hypo tabs - December 2023	JP Morgan Chase - Primary 7399 7025 · Lab Supplies & Chemicals 7025 · Lab Supplies & Chemicals 7025 · Lab Supplies & Chemicals	SD5 SD5 Tibur...	-1,477.88 -433.74 -11.12
TOTAL						-1,922.74
10231	12/07/23	USP Technologies	Cust #: UCO500893, Chemicals - November 2023 Inv #CIN70014915 (PO #AB954174) Sulfelox Totes (\$7.5500/Gal) - November 2023	JP Morgan Chase - Primary 7399 7024 · Main Plant Chemicals	SD5	-7,089.33
TOTAL						-7,089.33
10232	12/07/23	Verizon Wireless	Acct #0342125502-00001: iPhones & BPS Comm - November - December 2023 Inv #9948748889: Monthly SD5 EE Cell phone Charges - November - December 2023 Inv #9948748889: Monthly Charges for BPS + P.C. Telephone lines - November - December 2023	JP Morgan Chase - Primary 7399 8531 · Main Plant Telephones 8532 · Paradise Cove Telephones	SD5 SD5	-452.00 -126.02
TOTAL						-578.02
10233	12/07/23	Staples, Inc.	Acct #60111000714, Office Supplies - October - December 2023 Inv #9915805093, Office Supplies - November - December 2023 Inv #9916430957, Office Supplies - November - December 2023	JP Morgan Chase - Primary 7399 6047 · Office Supplies 7023 · Janitorial Supplies & Service	SD5 SD5	-229.99 -280.52
TOTAL						-510.51
10234	12/07/23	Home Depot Credit Services	#6035322005164334: M.P. Supplies - November 2023 Inv #06576284459, M.P. Supplies + Tools - November 2023 Inv # , M.P. Supplies + Tools - November 2023	JP Morgan Chase - Primary 7399 7021 · Plant Maintenance Supplies 7022 · Plant Maint. Parts & Service	SD5 SD5	-255.61 -252.54
TOTAL						-508.15

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

12/07/23

November 16 through December 8, 2023

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Class</u>	<u>Paid Amount</u>
10235	12/07/23	Alameda Electrical Distributors, Inc.	Acct #56156: Electrical parts & supplies - December 2023	JP Morgan Chase - Primary 7399		
			Inv #S5701075.001+S5689505.002 (PO#MP753069), parts & supplies - December 2023	7021 · Plant Maintenance Supplies	SD5	-418.43
TOTAL						-418.43
10236	12/07/23	Linscott Engineering Contractors Inc.	Manhole Cover Replacements - December 2023	JP Morgan Chase - Primary 7399		
			Inv #4216, Manhole Cover Replacement (1 West Shore) - November 2023	9313 · Manholes/Rodholes	SD5	-5,030.15
TOTAL						-5,030.15
10237	12/07/23	Robert L Talavera, LLC	SSGIS ArcView Support - November 2023	JP Morgan Chase - Primary 7399		
			Inv #RLT1123F1, SSGIS ArcView Support: pipe history data, install,	8510 · Data/Alarms/IT Supp & Licensing	SD5	-450.00
TOTAL						-450.00
10238	12/07/23	CSRMA California Sanitation Risk M...	W.C., PY33 PR Audit - December 2023	JP Morgan Chase - Primary 7399		
			Inv #7235, W.C./PR (PY33:17/18) Deposit - December 2023	8023 · Workers Comp Insurance	SD5	-4,236.00
TOTAL						-4,236.00
10239	12/07/23	Cintas Corporation #626	Acct #626-00821, PPE/Safetywear - October 2023	JP Morgan Chase - Primary 7399		
			Inv #4172841706, #4173554263, 4174332991, Inv #4175045186, Special Orders: Inv #1904441548, #1904468123 - November 2023	8520 · Personal Protection/Safety Wear 8520 · Personal Protection/Safety Wear	SD5 SD5	-210.00 -363.99
TOTAL						-573.99
10240	12/07/23	Fastenal Company	CAPET0959, M.P. Supplies - December 2023	JP Morgan Chase - Primary 7399		
			Inv #CAPET65009 + #CAPET65823 (PO# 65009) - July 2023	7021 · Plant Maintenance Supplies	SD5	-181.43
			Inv #CAPET66543 + #CAPET66712 (PO#954039) - August 2023	7022 · Plant Maint. Parts & Service	SD5	-1,272.98
			Inv #CAPET66942 + #CAPET67136 (PO#654038) - August 2023	7021 · Plant Maintenance Supplies	SD5	-555.74
			Inv #CAPET67245 + Inv #CAPET67285 (PO#654038) - October 2023	7021 · Plant Maintenance Supplies	SD5	-142.08
			Inv #CAPET67300 (PO#67300) + Inv #CAPET67353 (PO#654038)- October 2023	7021 · Plant Maintenance Supplies	SD5	-1,335.23
			Inv #CAPET67353 (PO#654038) - October 2023	7022 · Plant Maint. Parts & Service	SD5	-798.54
			Inv #CAPET67567 (PO#654038) - November 2023	7021 · Plant Maintenance Supplies	SD5	-815.10
			Inv #CAPET67714 (PO#654038) - November 2023	7021 · Plant Maintenance Supplies	SD5	-1,030.36
TOTAL						-6,131.46
10242	12/08/23	Access Answering Service	Acct #4080C, Answering Service - December 2023	JP Morgan Chase - Primary 7399		
			Answering Serv re: SSO & Alarm Notifications - December 2023	8510 · Data/Alarms/IT Supp & Licensing	SD5	-151.80
TOTAL						-151.80

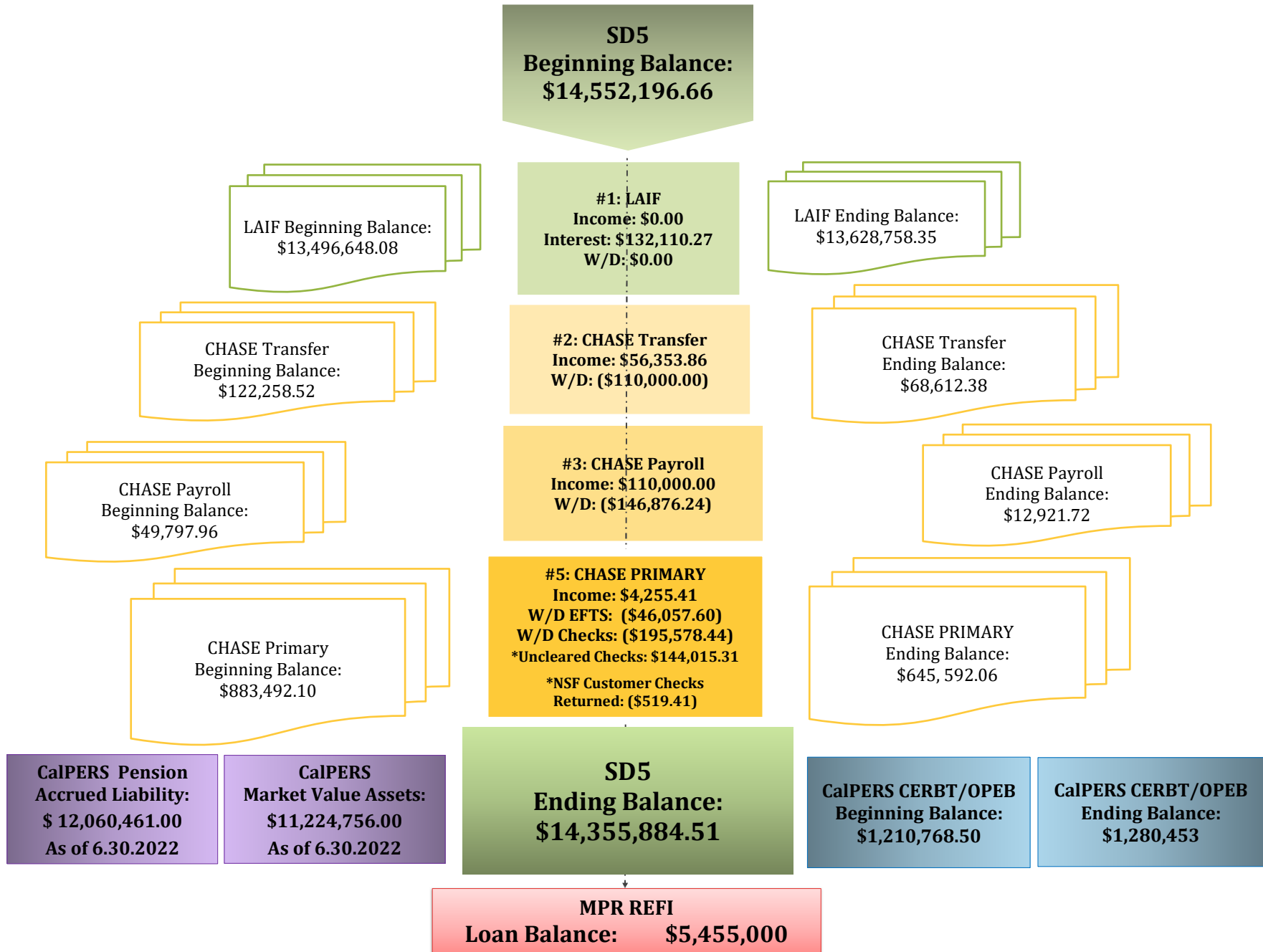
**Sanitary Distr. No.5 of Marin Co.
Warrant List Detail**

November 16 through December 8, 2023

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Class</u>	<u>Paid Amount</u>
10244	12/08/23	US Bank	Acct#:4246 0445 5565 3611, August - September 2023	JP Morgan Chase - Primary 7399		
			Out-of-the-Box QB Advisors - August / September 2023	6008 · Audit & Accounting	SD5	-117.88
			Zoom/Food - October 2023	6018.1 · Meetings & Travel	SD5	-172.01
			Local Travel (Fastrak) - October 2023	6018.1 · Meetings & Travel	SD5	-14.70
			Travel (Hertz) - November 2023	6018.1 · Meetings & Travel	SD5	-10.38
			#0822/9545: WEF & CWEA; Amzn Prime; - October 2023	6025 · Dues & Subscriptions	SD5	-1,041.63
			#0822/9545: Office supplies - Staples, - October 2023	6047 · Office Supplies	SD5	-324.66
			#0822/9545: NBF Nat'l Biz Furniture + Late Payment Charge - August / September 2023	6065 · Miscellaneous Expense	SD5	-8,080.40
			#0822/9545: Harbor Freight - November 2023	7021 · Plant Maintenance Supplies	SD5	-401.22
			#0822/9545: Tech Air - November	7022 · Plant Maint. Parts & Service	SD5	-1,000.00
			#0822/9545: Laundry Detergent, softener, etc. - August / September 2023	7023 · Janitorial Supplies & Service	SD5	-162.53
			#0822/9545: Amazon - lab supplies - August / September 2023	7025 · Lab Supplies & Chemicals	SD5	-494.73
			#0822/9545: Adobe re-up, Best Buy, Amazon - October/November 2023	8510 · Data/Alarms/IT Supp & Licensing	SD5	-2,471.52
TOTAL						-14,291.66
10246	12/07/23	Special District Risk Management A...	Member #7665, Life, Vision, DDS & LTD Ins - December + January 2023	JP Morgan Chase - Primary 7399		
			Life, Vision, DDS & LTD Ins - Inv #H42711 - December 2023	8020.05 · Employee Health	SD5	-1,934.84
			Life, Vision, DDS & LTD Ins - Inv #H42711 - January 2024	8020.05 · Employee Health	SD5	-2,123.09
TOTAL						-4,057.93
10247	12/07/23	Daily Money Management Services	Accounting Services - December 2023	JP Morgan Chase - Primary 7399		
			Accounting Services - November 2023	6008 · Audit & Accounting	SD5	-1,484.40
TOTAL						-1,484.40
10248	12/08/23	Sewer Tech, Inc.	M.P. Shop Renovations - December 2023	JP Morgan Chase - Primary 7399		
			Inv #2020/1092, M.P. Shop rplcmnt project - December 2023	9217.1 · FY23-24 Shop Rehab	SD5	-43,150.00
TOTAL						-43,150.00
10249	12/07/23	Comcast Business (VOIP)	Acct# 963 425 517, VOIP Service - December 2023	JP Morgan Chase - Primary 7399		
			Inv #186734201, VOIP Phone Service (14) Land Line Phones - December 2023	8531 · Main Plant Telephones	SD5	-372.91
			Late Fee	8531 · Main Plant Telephones	SD5	-9.43
TOTAL						-382.34

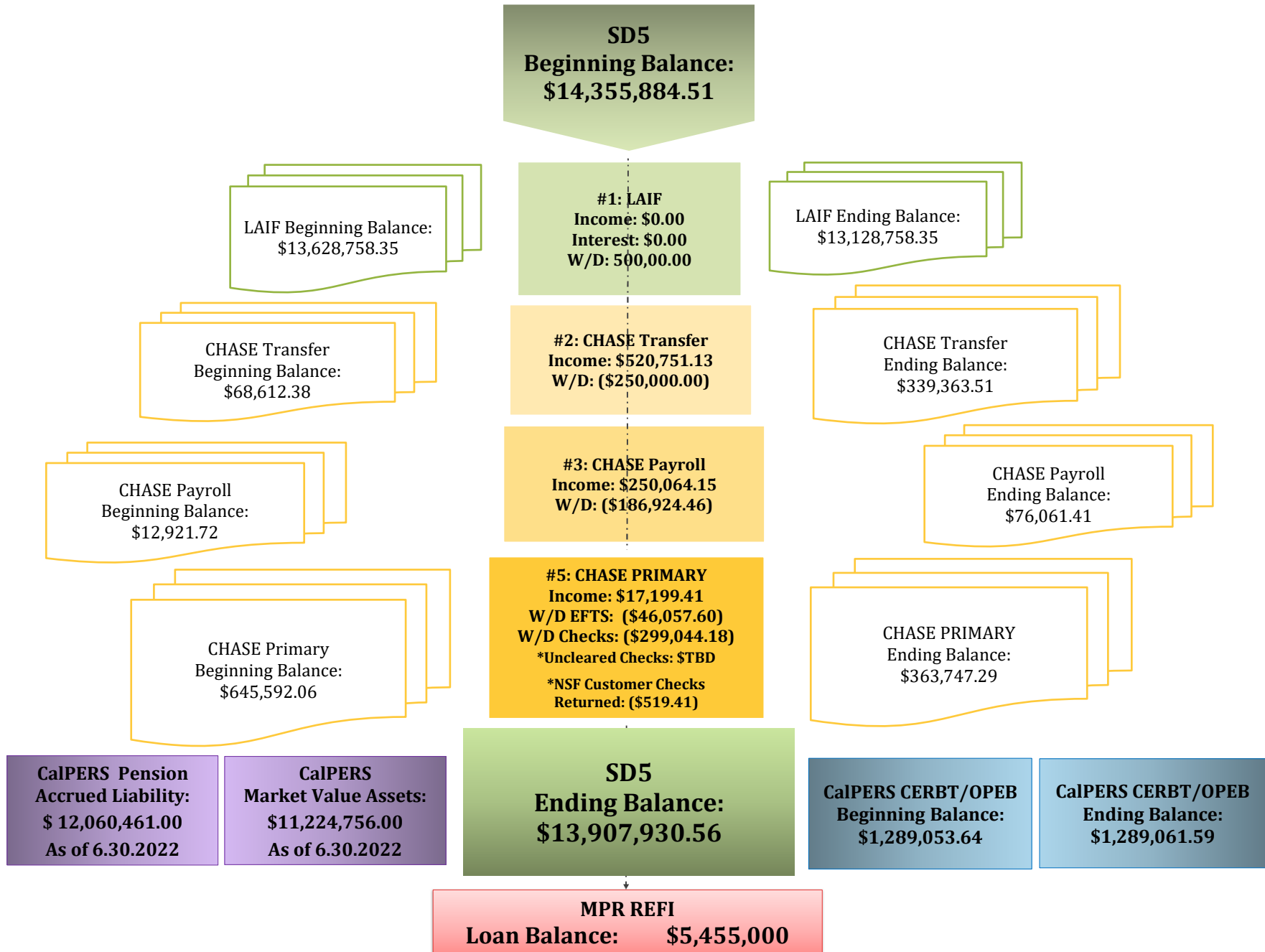
CASH FLOW CHART

SANITARY DISTRICT NO. 5 OF MARIN COUNTY: October 2023



CASH FLOW CHART

SANITARY DISTRICT NO. 5 OF MARIN COUNTY: November 2023





NOTICE OF AUTOMATIC PAYMENT

Paychex of New York LLC
1535 Scenic Avenue Suite 100
Costa Mesa CA 92626

Client # 0082 Y400-2116
Invoice # 2023111301

AUTOMATIC PAYMENT \$345.46

This amount will be deducted from the following bank account at or after 12:01 A.M on 11/15/23.

ADDRESS SERVICE REQUESTED

0082 Y400-2116
SANITARY DISTRICT NO 5
2001 Paradise Dr
Tiburon, California 94920-1937

XXXXXXXXXXXXXXXX506

For questions regarding your account, please call (844) 729-9247

Page 1 of 1

ACCOUNT SUMMARY				AMOUNT
Previous Balance on Invoice#2023102401 Due 10/31/23				324.51
Payment Received - Thank You				-324.51
Balance Forward				0.00
Total New Charges				345.46
Account Balance (Includes Balance Forward, New Charges, and Pending Automatic Payments)				345.46

CHECK DATE	DESCRIPTION OF SERVICE	PROCESSING DATE	# TRANSACTIONS	AMOUNT
NEW CHARGES				
11/15/23	Paychex Productivity	11/13/23	16	370.40
	Client Discount			-41.48
	Delivery		1	16.54
	Total New Charges			345.46
Automatic Payment (Includes New Charges and applicable credits from Balance Forward above)				345.46

Thank you for choosing Paychex.

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 11/15/23: \$103,932.38

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

TRANSACTION SUMMARY

SUMMARY BY TRANSACTION TYPE -	TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	103,932.38
	CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	103,932.38
	TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	8,143.57
	CASH REQUIRED FOR CHECK DATE 11/15/23	112,075.95

TRANSACTION DETAIL

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

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<u>BANK DRAFT AMOUNTS & OTHER TOTALS</u>
11/14/23	JPMORGAN CHASE BANK,	xxxxxxxxxxxxx506	Direct Deposit	Net Pay Allocations	67,321.59	67,321.59
11/14/23	JPMORGAN CHASE BANK,	xxxxxxxxxxxxx506	Taxpay®	Employee Withholdings		
				Social Security	4,103.86	
				Medicare	1,833.22	
				Fed Income Tax	17,718.02	
				CA Income Tax	7,196.59	
				Total Withholdings	30,851.69	
				Employer Liabilities		
				Social Security	4,103.84	
				Medicare	1,536.06	
				Fed Unemploy	16.63	
				CA Unemploy	99.80	
				CA Emp Train	2.77	
				Total Liabilities	5,759.10	36,610.79
				EFT FOR 11/14/23		103,932.38
				TOTAL EFT		103,932.38

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

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<u>TOTAL</u>
11/15/23	Refer to your records for account	Information	Payroll	Employee Deductions		
				401A Member Contribu	4,554.25	
				Calpers 457B Roth	700.00	
				Calpers 457B TRDL	2,506.98	
				Med 125	255.34	



NOTICE OF AUTOMATIC PAYMENT

Paychex of New York LLC
1535 Scenic Avenue Suite 100
Costa Mesa CA 92626

Client # 0082 Y400-2116
Invoice # 2023112901

AUTOMATIC PAYMENT \$413.45

This amount will be deducted from the following bank account at or after 12:01 A.M on 11/30/23.

XXXXXXXXXXXXXXXX506

ADDRESS SERVICE REQUESTED

0082 Y400-2116
SANITARY DISTRICT NO 5
2001 Paradise Dr
Tiburon, California 94920-1937

For questions regarding your account, please call (844) 729-9247

Page 1 of 1

ACCOUNT SUMMARY				AMOUNT
Previous Balance on Invoice#2023111301 Due 11/15/23				345.46
Payment Received - Thank You				-345.46
Balance Forward				0.00
Total New Charges				413.45
Account Balance (Includes Balance Forward, New Charges, and Pending Automatic Payments)				413.45

CHECK DATE	DESCRIPTION OF SERVICE	PROCESSING DATE	# TRANSACTIONS	AMOUNT
NEW CHARGES				
11/30/23	Paychex Productivity	11/29/23	13	352.70
	Direct Deposit Premium Processing			60.00
	Delivery		1	16.54
	Client Discount			-15.79
	Total New Charges			413.45
Automatic Payment (Includes New Charges and applicable credits from Balance Forward above)				413.45

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Thank you for choosing Paychex.

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 11/30/23: \$76,454.66

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

TRANSACTION SUMMARY

SUMMARY BY TRANSACTION TYPE -	TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	76,454.66
	CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	76,454.66
	TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	8,195.84
	CASH REQUIRED FOR CHECK DATE 11/30/23	84,650.50

TRANSACTION DETAIL

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

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		BANK DRAFT AMOUNTS & OTHER TOTALS
11/30/23	JPMORGAN CHASE BANK,	xxxxxxxxxxxxx506	Direct Deposit	Net Pay Allocations	50,424.41	50,424.41
11/30/23	JPMORGAN CHASE BANK,	xxxxxxxxxxxxx506	Taxpay@	Employee Withholdings		
				Social Security	3,333.52	
				Medicare	1,316.42	
				Fed Income Tax	11,841.37	
				CA Income Tax	4,902.55	
				Total Withholdings	21,393.86	
				Employer Liabilities		
				Social Security	3,333.51	
				Medicare	1,154.67	
				Fed Unemploy	20.68	
				CA Unemploy	124.08	
				CA Emp Train	3.45	
				Total Liabilities	4,636.39	26,030.25
				EFT FOR 11/30/23		76,454.66
				TOTAL EFT		76,454.66

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

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		TOTAL
11/30/23	Refer to your records for account	Information	Payroll	Employee Deductions		
				401A Member Contribu	4,606.52	
				Calpers 457B Roth	700.00	
				Calpers 457B TRDL	2,506.98	
				Med 125	255.34	

Sanitary Distr. No.5 of Marin Co.
Comparative Balance Sheet
As of November 30, 2023

	<u>Nov 30, 23</u>	<u>Oct 31, 23</u>	<u>\$ Change</u>
ASSETS			
Current Assets			
Checking/Savings			
JP Morgan Chase - Payroll 7506	68,796.64	68,796.64	0.00
JP Morgan Chase - Primary 7399	719,826.56	515,018.67	204,807.89
JP Morgan Chase - Transfer 7522	181,792.42	178,612.38	3,180.04
Local Agency Investment Fund			
Belvedere			
Belvedere Capital & CIP Reserve	4,585,323.71	4,585,323.71	0.00
Belvedere Disaster Recovery Fund	356,250.00	356,250.00	0.00
Belvedere Operating	1,159,193.96	1,159,193.96	0.00
Belvedere Operating Reserve	516,923.05	516,923.05	0.00
Belvedere PERS Retirement Trust	356,250.00	356,250.00	0.00
Total Belvedere	6,973,940.72	6,973,940.72	0.00
Tiburon			
Tiburon Capital & CIP Reserve	5,139,742.28	5,139,742.28	0.00
Tiburon Disaster Recovery Fund	643,750.00	643,750.00	0.00
Tiburon Operating	-588,464.92	-588,464.92	0.00
Tiburon Operating Reserve	683,930.00	683,930.00	0.00
Tiburon PERS Retirement Trust	643,750.00	643,750.00	0.00
Total Tiburon	6,522,707.36	6,522,707.36	0.00
Local Agency Investment Fund - Other	-500,000.00	0.00	-500,000.00
Total Local Agency Investment Fund	12,996,648.08	13,496,648.08	-500,000.00
Total Checking/Savings	13,967,063.70	14,259,075.77	-292,012.07
Accounts Receivable			
Accounts Receivable	18,609.38	18,609.38	0.00
Total Accounts Receivable	18,609.38	18,609.38	0.00
Other Current Assets			
Petty Cash	881.92	881.92	0.00
Total Other Current Assets	881.92	881.92	0.00
Total Current Assets	13,986,555.00	14,278,567.07	-292,012.07
Fixed Assets	18,809,155.30	18,809,155.30	0.00
TOTAL ASSETS	<u>32,795,710.30</u>	<u>33,087,722.37</u>	<u>-292,012.07</u>
LIABILITIES & EQUITY			
Liabilities	3,713,527.70	3,713,527.70	0.00
Equity			
3900 - Net Assets	31,727,971.07	31,727,971.07	0.00
Net Income	-2,645,788.47	-2,353,776.40	-292,012.07
Total Equity	29,082,182.60	29,374,194.67	-292,012.07
TOTAL LIABILITIES & EQUITY	<u>32,795,710.30</u>	<u>33,087,722.37</u>	<u>-292,012.07</u>

Sanitary Distr. No.5 of Marin Co. Annual Budget vs Actual Expenses July through November 2023

	Jul - Nov 23	Budget	\$ Over Budget	% of Bu...
Ordinary Income/Expense				
Income				
5000 · Property Taxes / AD VALOREM				
5001.2 · TEETER	0.00	905,000.00	-905,000.00	0.0%
5002 · UNSEC	0.00	15,000.00	-15,000.00	0.0%
5003 · PUNS / PRIOR UNSECURED	0.00	1,500.00	-1,500.00	0.0%
5004 · REDEMPTION / RDMPT	115.33	0.00	115.33	100.0%
5006 · SPLU	0.00	0.00	0.00	0.0%
5041 · SUPSEC	4,952.86	20,000.00	-15,047.14	24.8%
5043 · SECU	0.00	0.00	0.00	0.0%
5046 · Excess ERAF	0.00	255,314.00	-255,314.00	0.0%
5280 · HOPTR	0.00	3,000.00	-3,000.00	0.0%
5483 · Other tax	0.00	7,000.00	-7,000.00	0.0%
Total 5000 · Property Taxes / AD VALOREM	5,068.19	1,206,814.00	-1,201,745.81	0.4%
5007 · Sewer Service Charge				
5007.1 · Sewer Service - Tiburon Ops	0.00	4,861,118.00	-4,861,118.00	0.0%
5007.2 · Sewer Service-Belv Ops	0.00	0.00	0.00	0.0%
5007.3 · Sewer Service-Belv Cap	0.00	0.00	0.00	0.0%
5007.4 · Other User Fees	0.00	38,700.00	-38,700.00	0.0%
5007.5 · Sewer Service - Tiburon Cap	0.00	246,296.00	-246,296.00	0.0%
Total 5007 · Sewer Service Charge	0.00	5,146,114.00	-5,146,114.00	0.0%
5201 · INTEREST				
5201.1 · Interest County of Marin	565.07	0.00	565.07	100.0%
5201.2 · Interest LAIF	0.00	100,000.00	-100,000.00	0.0%
Total 5201 · INTEREST	565.07	100,000.00	-99,434.93	0.6%
5900.10 · Paradise Sewer Line Ext. Fees				
5900.10 · Paradise Sewer Line Ext. Fees	0.00	15,479.10	-15,479.10	0.0%
5900.3 · Connection Fees				
5900.30 · Connection Permit Fees	22,702.00	16,250.00	6,452.00	139.7%
5900.31 · Collection	77,013.00	200,000.00	-122,987.00	38.5%
5900.34 · Treatment	121,099.00	200,000.00	-78,901.00	60.5%
Total 5900.3 · Connection Fees	220,814.00	416,250.00	-195,436.00	53.0%
5900.4 · Inspection Permit Fees	2,500.00	16,250.00	-13,750.00	15.4%
5900.5 · SASM Expense Reimb.	18,609.38	75,000.00	-56,390.62	24.8%
5900.9 · Other Income	0.00	100.00	-100.00	0.0%
Total Income	247,556.64	6,976,007.10	-6,728,450.46	3.5%
Gross Profit	247,556.64	6,976,007.10	-6,728,450.46	3.5%
Expense				
6000 · Administrative Expenses				
6001 · Advertising	0.00	2,000.00	-2,000.00	0.0%
6002 · Outreach & Newsletter	0.00	0.00	0.00	0.0%
6008 · Audit & Accounting	13,474.10	40,000.00	-26,525.90	33.7%
6017 · Consulting Fees	30,652.30	100,000.00	-69,347.70	30.7%
6018 · Travel & Meetings				
6018.1 · Meetings & Travel	10,457.61	15,000.00	-4,542.39	69.7%
6018.2 · Standby Mileage Expense Reimb	959.11	8,000.00	-7,040.89	12.0%
Total 6018 · Travel & Meetings	11,416.72	23,000.00	-11,583.28	49.6%
6020 · Continuing Education				
6020 · Continuing Education	2,866.18	10,000.00	-7,133.82	28.7%
6021 · County Fees	3,356.05	16,590.00	-13,233.95	20.2%
6024 · Director Fees	489.32	9,000.00	-8,510.68	5.4%
6025 · Dues & Subscriptions	22,464.90	33,000.00	-10,535.10	68.1%
6026 · Elections	0.00	0.00	0.00	0.0%
6033 · Insurance				
6033.1 · Insurance - SD5 Property	63,641.62	100,000.00	-36,358.38	63.6%
6033.2 · Insurance - SD5 Liability	19,585.50	60,000.00	-40,414.50	32.6%
6033.3 · Insurance - SD5 Auto	6,672.87	10,000.00	-3,327.13	66.7%
Total 6033 · Insurance	89,899.99	170,000.00	-80,100.01	52.9%

Sanitary Distr. No.5 of Marin Co.
Annual Budget vs Actual Expenses
July through November 2023

	Jul - Nov 23	Budget	\$ Over Budget	% of Bu...
6039 · Legal	5,018.00	50,000.00	-44,982.00	10.0%
6047 · Office Supplies	2,877.79	11,000.00	-8,122.21	26.2%
6056 · Postage	224.00	1,300.00	-1,076.00	17.2%
6059 · Pollution Prevention/Public Edu	501.18	5,500.00	-4,998.82	9.1%
6065 · Miscellaneous Expense	142.79	0.00	142.79	100.0%
Total 6000 · Administrative Expenses	183,383.32	471,390.00	-288,006.68	38.9%
7000 · Ops & Maintenance Expenses				
7010 · Pumps & Lines Maintenance				
7011 · Pumps & Lines Maintenance	37,750.94	200,000.00	-162,249.06	18.9%
7013 · Emergency Line Repair	20,550.00	100,000.00	-79,450.00	20.6%
Total 7010 · Pumps & Lines Maintenance	58,300.94	300,000.00	-241,699.06	19.4%
7020 · Main Plant Maintenance				
7021 · Plant Maintenance Supplies	8,186.67	80,000.00	-71,813.33	10.2%
7022 · Plant Maint. Parts & Service	68,759.95	300,000.00	-231,240.05	22.9%
7023 · Janitorial Supplies & Service	1,888.46	10,000.00	-8,111.54	18.9%
7024 · Main Plant Chemicals	52,086.71	165,000.00	-112,913.29	31.6%
7025 · Lab Supplies & Chemicals	18,714.29	25,000.00	-6,285.71	74.9%
7027 · Electrical & Instrument	-2,118.82	30,000.00	-32,118.82	-7.1%
7028 · Grounds Maintenance	3,979.29	8,000.00	-4,020.71	49.7%
7029 · Main Plant Sludge Disposal	21,340.34	55,000.00	-33,659.66	38.8%
Total 7020 · Main Plant Maintenance	172,836.89	673,000.00	-500,163.11	25.7%
7040 · Paradise Cove Plant Maint				
7041 · Paradise Parts & Service	11,105.55	20,000.00	-8,894.45	55.5%
7042 · Paradise Supplies & Chemicals	4,049.52	6,500.00	-2,450.48	62.3%
7043 · Paradise Sludge Disposal	0.00	3,000.00	-3,000.00	0.0%
Total 7040 · Paradise Cove Plant Maint	15,155.07	29,500.00	-14,344.93	51.4%
7050 · Monitoring				
7051 · Main Plant Lab Monitoring	12,678.75	50,000.00	-37,321.25	25.4%
7052 · Paradise Cove Monitoring	640.00	10,000.00	-9,360.00	6.4%
7053 · Chronic Toxicity	1,112.50	15,000.00	-13,887.50	7.4%
Total 7050 · Monitoring	14,431.25	75,000.00	-60,568.75	19.2%
7060 · Permits/Fees				
7061 · Main Plant NPDES Renewal	14,030.50	0.00	14,030.50	100.0%
7062 · Permits/Fees - General	37,144.73	50,000.00	-12,855.27	74.3%
7063 · Paradise Cove Permits/Fees	1,003.75	9,000.00	-7,996.25	11.2%
7064 · Paradise Cove NPDES Renewal	0.00	0.00	0.00	0.0%
Total 7060 · Permits/Fees	52,178.98	59,000.00	-6,821.02	88.4%
7070 · Truck Maintenance				
7071 · Fuel	11,156.68	20,000.00	-8,843.32	55.8%
7072 · Maintenance	13,803.95	30,000.00	-16,196.05	46.0%
Total 7070 · Truck Maintenance	24,960.63	50,000.00	-25,039.37	49.9%
Total 7000 · Ops & Maintenance Expenses	337,863.76	1,186,500.00	-848,636.24	28.5%
8000 · Salaries and Benefits Expenses				
8001 · Salaries	454,703.02	1,598,548.00	-1,143,844.98	28.4%
8003 · Overtime	36,873.24	100,000.00	-63,126.76	36.9%
8004 · Standby Pay	21,812.35	80,000.00	-58,187.65	27.3%
8005 · Employee Incentives	9,000.00	60,000.00	-51,000.00	15.0%
8006 · Vacation Buyout	28,100.08	80,000.00	-51,899.92	35.1%
8013 · Payroll Taxes	36,365.94	110,000.00	-73,634.06	33.1%
8015 · Payroll/Bank Fees	2,783.97	7,000.00	-4,216.03	39.8%
8016 · Car Allowance	6,000.00	6,000.00	0.00	100.0%
8019 · PERS Retirement				
8019.05 · PERS Retirement	43,370.60	272,332.00	-228,961.40	15.9%
8019.08 · PERS Retirement - CalPERS UAL	0.00	0.00	0.00	0.0%
Total 8019 · PERS Retirement	43,370.60	272,332.00	-228,961.40	15.9%

Sanitary Distr. No.5 of Marin Co.
Annual Budget vs Actual Expenses
July through November 2023

	Jul - Nov 23	Budget	\$ Over Budget	% of Bu...
8020 · Employee Health				
8020.05 · Employee Health	116,744.49	290,000.00	-173,255.51	40.3%
8021 · Employee Health Deductions	-1,370.57	0.00	-1,370.57	100.0%
Total 8020 · Employee Health	115,373.92	290,000.00	-174,626.08	39.8%
8022 · Retiree Health				
8022.05 · Retiree Health	38,983.69	80,144.00	-41,160.31	48.6%
8022.10 · CERBT/OPEB Annual Arc Contribtn	0.00	140,000.00	-140,000.00	0.0%
8022 · Retiree Health - Other	15,017.94			
Total 8022 · Retiree Health	54,001.63	220,144.00	-166,142.37	24.5%
8023 · Workers Comp Insurance	48,373.00	58,000.00	-9,627.00	83.4%
Total 8000 · Salaries and Benefits Expenses	856,757.75	2,882,024.00	-2,025,266.25	29.7%
8500 · Other Operating Expenses				
8510 · Data/Alarms/IT Supp & Licensing	55,025.64	100,000.00	-44,974.36	55.0%
8515 · Safety	45,545.60	60,000.00	-14,454.40	75.9%
8520 · Personal Protection/Safety Wear	3,358.63	15,000.00	-11,641.37	22.4%
8530 · Telephone				
8531 · Main Plant Telephones	4,954.10	11,000.00	-6,045.90	45.0%
8532 · Paradise Cove Telephones	1,648.48	500.00	1,148.48	329.7%
8533 · Pumps & Lines Telephones	1,685.30	7,000.00	-5,314.70	24.1%
Total 8530 · Telephone	8,287.88	18,500.00	-10,212.12	44.8%
8540 · Utilities				
8541 · Water	3,376.67	9,000.00	-5,623.33	37.5%
8542 · Main Plant Utilities	86,462.69	230,000.00	-143,537.31	37.6%
8543 · Paradise Cove Utilities	8,529.41	22,000.00	-13,470.59	38.8%
8544 · Pump Station Utilities	16,593.93	48,000.00	-31,406.07	34.6%
Total 8540 · Utilities	114,962.70	309,000.00	-194,037.30	37.2%
Total 8500 · Other Operating Expenses	227,180.45	502,500.00	-275,319.55	45.2%
Total Expense	1,605,185.28	5,042,414.00	-3,437,228.72	31.8%
Net Ordinary Income	-1,357,628.64	1,933,593.10	-3,291,221.74	-70.2%
Other Income/Expense				
Other Expense				
9100 · Capital Expenditures				
9200 · Main Plant Equipment Capital				
9201.1 · M.P. Roll-Up Doors	59,081.00	75,000.00	-15,919.00	78.8%
9201.2 · M.P. Corrosion Protection	0.00	150,000.00	-150,000.00	0.0%
9208 · M.P. Chem Feed Trx Pump Rplcmnt	0.00	0.00	0.00	0.0%
9213 · M.P. Digester				
9213.1 · Digester Rehab	35,021.80	600,000.00	-564,978.20	5.8%
Total 9213 · M.P. Digester	35,021.80	600,000.00	-564,978.20	5.8%
9216 · M.P. Secondary Clarifier				
9216.1 · Scum Removal Project FY22-23	0.00	300,000.00	-300,000.00	0.0%
Total 9216 · M.P. Secondary Clarifier	0.00	300,000.00	-300,000.00	0.0%
9217 · SD5 Shop Rplcmnt /Ops Control				
9217.1 · FY23-24 Shop Rehab	103,729.17	100,000.00	3,729.17	103.7%
Total 9217 · SD5 Shop Rplcmnt /Ops Control	103,729.17	100,000.00	3,729.17	103.7%
9229.8 · Vehicle Replacement	58,971.50			
Total 9200 · Main Plant Equipment Capital	256,803.47	1,225,000.00	-968,196.53	21.0%
9300 · Pumps & Lines Capital				
9301 · Tiburon Sewer Line Rehab Prog	136,628.57			
9303 · CCTV Sewer Project	0.00	250,000.00	-250,000.00	0.0%
9304 · Belvedere Sewer Line Rehab Prog	91,085.72			

Sanitary Distr. No.5 of Marin Co.
Annual Budget vs Actual Expenses
July through November 2023

	Jul - Nov 23	Budget	\$ Over Budget	% of Bu...
9305 · Valve/Wet Well Replacements				
9305.2 · Tiburon Wet Well Rehab	0.00	50,000.00	-50,000.00	0.0%
Total 9305 · Valve/Wet Well Replacements	0.00	50,000.00	-50,000.00	0.0%
9306 · PS Pump & Valve Replacements	11,722.80	100,000.00	-88,277.20	11.7%
9309 · BPS #1 Generator Replcmnt	0.00	600,000.00	-600,000.00	0.0%
9313 · Manholes/Rodholes	27,478.07	75,000.00	-47,521.93	36.6%
Total 9300 · Pumps & Lines Capital	266,915.16	1,075,000.00	-808,084.84	24.8%
9400 · Paradise Cove Capital				
9407 · P.C. Pump Replacement	0.00	25,000.00	-25,000.00	0.0%
9408 · P.C. Access Rd Imprvmnts	0.00	100,000.00	-100,000.00	0.0%
Total 9400 · Paradise Cove Capital	0.00	125,000.00	-125,000.00	0.0%
9500 · Undesignated Capital				
9510 · Undesignated Cap - M.P.	14,112.53	50,000.00	-35,887.47	28.2%
9520 · Undesignated Cap - P.C. Plant	0.00	25,000.00	-25,000.00	0.0%
9530 · Undesignated Cap - P & L	0.00	50,000.00	-50,000.00	0.0%
Total 9500 · Undesignated Capital	14,112.53	125,000.00	-110,887.47	11.3%
Total 9100 · Capital Expenditures	537,831.16	2,550,000.00	-2,012,168.84	21.1%
9700 · Debt Service				
9730 · Debt Service - MPR Project				
9730.01 · Zion Loan - Principal	610,000.00	610,000.00	0.00	100.0%
9730.02 · Zion Loan - Interest	75,205.99	142,848.00	-67,642.01	52.6%
Total 9730 · Debt Service - MPR Project	685,205.99	752,848.00	-67,642.01	91.0%
Total 9700 · Debt Service	685,205.99	752,848.00	-67,642.01	91.0%
Total Other Expense	1,223,037.15	3,302,848.00	-2,079,810.85	37.0%
Net Other Income	-1,223,037.15	-3,302,848.00	2,079,810.85	37.0%
Net Income	-2,580,665.79	-1,369,254.90	-1,211,410.89	188.5%

Sanitary District No. 5 of Marin County



District Management Report November 2023

Contents:

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

Transmittal Memo

Date: December 14, 2023
To: Board of Directors
From: Tony Rubio, District Manager
Subject: Management Report for November 2023

Fiscal Status

Period Covered: July 1, 2023 –December 14, 2023
Percent of Fiscal Year: 41.6%
Percent of Budgeted Income to Date: 4.6%
Percent of Budgeted Expenditures to Date: 31.8% (operating only)

Personnel

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

Regulatory Compliance

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

Summary of Operational Highlights are on the following pages.

Significant Events for the Month of November 2023 Include:

Financial/Budgetary/Business Administration

- Bookkeeper Jill Kalehua from DMMS (Daily Money Management Services) assisting with monthly AR/AP (accounts receivable/accounts payable)
- Business Server file clean up ongoing along with office filing cabinet organization to match business server.
- Continue working with paychex to streamline payroll reporting- online with multiple manager time off and overtime approvals.
- Quickbooks Clean Up and 1 zone implementation ongoing as well as multiple user set up and resetting of passwords
- Connection Fee update work continues with HF&H
- Financial Policies and Procedures manual in 2nd review- more edits will be recommended as result of recent DM oversight and operations of finance functions.
- 50 boxes of historical files scanned - 25 boxes currently in the process of being scanned/filed and disposed of if records retention policy allows.
- CALPers UAL Payoff consideration.

HR and Personnel

- Went live with online time cards November 16-31 through Paychex flex

Continuing Education and Safety Training

- Work with DKF solutions on District safety program updates on-going
- Hearing Tests scheduled for middle of December
- Forklift, Transite Pipe Handling and LOTO policies completed CBT (computer based training) developed and under review.

-

Collection System Performance

Main Plant Tiburon/Belvedere:

- Submitted no spill report for the month of October to RWQCB on CIWQS
- Rodder and Vactor work continues being performed by staff
- 0 Odor complaints for reporting period

Paradise Cove:

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

Treatment Plant Performance

Paradise Cove:

- In compliance with all permit limits
- Received new Residual Chlorine and Oil and Grease Requirement Order R2-2023-0023 (see attachment at end of report)

Main Plant:

- Submitted October 2023 Monthly SMR and DMR to the RWQCB on CIWQS.
- Received proposal from Glass and Sash for office partitioning for improved operations and office efficiencies.
- New NPDES permit effective December 1, 2023
- Received new Residual Chlorine and Oil and Grease Requirement Order R2-2023-0023 (see attachment at end or report)

Pollution Prevention Activities

- P2 group meeting

Capital Improvement Projects

- 2022 Sewer Rehab - Project complete- awaiting final progress payment from contractor
- Cove Road MCC and Generator replacement project design underway Site layout plans under review and revisions – to be designed above flood plain – Electrical Engineer has begun design work

Glossary of Terms

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

Glossary of terms continued...

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

Glossary of terms continued...

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

Wastewater Acronyms

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

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD

SAN FRANCISCO BAY REGION

1515 Clay Street, Suite 1400, Oakland, California 94612

waterboards.ca.gov/sanfranciscobay

ORDER R2-2023-0023

**AMENDMENT OF WASTE DISCHARGE REQUIREMENTS
FOR MUNICIPAL DISCHARGERS TO UPDATE TOTAL RESIDUAL CHLORINE AND
OIL AND GREASE REQUIREMENTS**

WHEREAS the California Regional Water Quality Control Board, San Francisco Bay Region (Regional Water Board), finds the following:

1. The Regional Water Board issued waste discharge requirements that serve as National Pollutant Discharge Elimination System (NPDES) permits for the dischargers listed in Table 1 (Dischargers). These permits authorize the Dischargers to discharge treated wastewater from their respective facilities to waters of the United States under specific conditions.
2. On November 18, 2020, the Regional Water Board adopted Resolution R2-2020-0031 and amended the Basin Plan to remove the oil and grease limits for treatment facilities that provide secondary or advanced secondary treatment. Resolution R2-2020-0031 also amended the Basin Plan to eliminate the 0.0 mg/L chlorine effluent limit, and to establish numeric water quality objectives for chlorine and a process to implement the new objectives. On October 12, 2021, the Regional Water Board adopted a blanket permit amendment (Order R2-2021-0019) to implement Resolution R2-2020-0031 upon U.S. EPA approval of the chlorine-related Basin Plan changes. On June 5, 2023, the Regional Water Board withdrew its request for U.S. EPA approval of the chlorine water quality objectives so the requirements of Order R2-2021-0019 will not go into effect. This new Order replaces Order R2-2021-0019 and amends the orders in Table 1 to update their chlorine and oil and grease requirements based on existing Regional Water Board authority.
3. The Regional Water Board developed this Order's requirements based on available information. The Fact Sheet attached to this Order as Attachment F contains background information and rationale for this Order's requirements. It is hereby incorporated into this Order and therefore constitutes part of the findings for this Order.
4. This Order is exempt from the provisions of the California Environmental Quality Act pursuant to California Water Code section 13389.
5. The Regional Water Board notified the Dischargers and interested agencies and persons of its intent to consider adoption of this Order, and provided an opportunity to submit written comments.
6. In a public meeting, the Regional Water Board heard and considered all comments pertaining to this Order.

Table 1. Discharger Information

Discharger	NPDES Permit	Primary Order	Primary Order Expiration Date	Order Contains Oil and Grease Limits	Order Contains Chlorine Limits
Benicia, City of	CA0038091	R2-2019-0034	1/31/2025	X	X
Burlingame, City of, and North Bayside System Unit	CA0037788	R2-2023-0010	12/31/2028		X
Calistoga, City of	CA0037966	R2-2022-0010	4/30/2027		X
Central Marin Sanitation Agency	CA0038628	R2-2023-0006	6/30/2028		X
Crockett Community Services District, Port Costa Sanitary Dept.	CA0037885	R2-2018-0053	1/31/2024	X	X
Delta Diablo	CA0038547	R2-2019-0035	1/31/2025	X	X
East Bay Dischargers Authority	CA0037869	R2-2022-0023	8/31/2027		X
Union Sanitary District (Wet Weather Outfall)	CA0038733	R2-2020-0027	11/30/2025	X	X
Dublin San Ramon Services District	CA0037613	R2-2022-0024	8/31/2027		X
Livermore, City of	CA0038008	R2-2022-0025	8/31/2027		X
Livermore-Amador Valley Water Management Agency (Wet Weather Outfall)	CA0038679	R2-2021-0007	6/30/2026	X	X
Oro Loma and Castro Valley Sanitary Districts (Wet Weather Outfall)	CA0037559	R2-2018-0010	12/31/2023	X	X
East Bay Municipal Utility District	CA0037702	R2-2020-0024	10/31/2025	X	X
Fairfield-Suisun Sewer District	CA0038024	R2-2020-0012	4/30/2025	X	
Las Gallinas Valley Sanitary District	CA0037851	R2-2020-0022	8/31/2025	X	X
Marin County (Paradise Cove), Sanitary District No. 5 of	CA0037427	R2-2021-0017	11/30/2026	X	X
Marin County (Tiburon), Sanitary District No. 5 of	CA0037753	R2-2023-0018	11/30/2028		X
Millbrae, City of, and North Bayside System Unit	CA0037532	R2-2019-0009	4/30/2024	X	X
Napa Sanitation District	CA0037575	R2-2022-0003	3/31/2027		X
Novato Sanitary District	CA0037958	R2-2020-0019	8/31/2025	X	
Pacifica, City of	CA0038776	R2-2022-0029	11/30/2027		X
Palo Alto, City of	CA0037834	R2-2019-0015	5/31/2024	X	
Petaluma, City of	CA0037810	R2-2021-0008	6/30/2026	X	X
Pinole, City of	CA0037796	R2-2023-0008	7/31/2028		X
Rodeo Sanitary District	CA0037826	R2-2022-0037	1/31/2028		X
St. Helena, City of	CA0038016	R2-2021-0004	5/30/2026	X	X
San Francisco, City and County of (San Francisco International Airport), and North Bayside System Unit	CA0038318	R2-2018-0045	11/30/2023	X	X
San Jose and Santa Clara, cities of	CA0037842	R2-2020-0001	3/31/2025	X	X
San Leandro, City of	CA0038881	R2-2022-0006	5/31/2027		X
San Mateo, City of	CA0037541	R2-2023-0017	11/30/2028		X
Sausalito-Marin City Sanitary District	CA0038067	R2-2023-0022	12/31/2028		X
Sewerage Agency of Southern Marin	CA0037711	R2-2023-0021	12/31/2028		X
Silicon Valley Clean Water	CA0038369	R2-2023-0003	4/30/2028		X
Sonoma Valley County Sanitation District	CA0037800	R2-2019-0019	8/31/2024	X	X
South San Francisco and San Bruno, cities of, and North Bayside System Unit	CA0038130	R2-2019-0021	8/31/2024	X	X
Sunnyvale, City of	CA0037621	R2-2020-0002	3/31/2025	X	X
Treasure Island Development Authority	CA0110116	R2-2020-0020	7/31/2025	X	X
Vallejo Flood and Wastewater District	CA0037699	R2-2023-0001	3/31/2028		X

Discharger	NPDES Permit	Primary Order	Primary Order Expiration Date	Order Contains Oil and Grease Limits	Order Contains Chlorine Limits
West County Agency; West County Wastewater District; City of Richmond; and Richmond Municipal Sewer District No. 1	CA0038539	R2-2019-0003	3/31/2024	X	X
Yountville, Town of	CA0038121	R2-2020-0026	11/30/2025	X	X

THEREFORE, IT IS HEREBY ORDERED that Order R2-2021-0019 is rescinded upon the effective date of this Order, and, in order to meet the provisions contained in Water Code division 7 (commencing with § 13000) and regulations adopted thereunder, and the provisions of the federal Clean Water Act and regulations and guidelines adopted thereunder, the Dischargers listed in Table 1 shall comply with their respective orders listed in Table 1, as amended by this Order. This action in no way prevents the Regional Water Board from taking enforcement action for violations of the orders listed in Table 1.

1. For the orders denoted by an “X” in the “Order Contains Oil and Grease Limits” column in Table 1, the oil and grease effluent limits shall be removed, except for the Treasure Island Development Authority permit (Order R2-2020-0020).
2. For the orders denoted by an “X” in the “Order Contains Oil and Grease Limits” column in Table 1, the oil and grease effluent monitoring requirements shall be removed from the Monitoring and Reporting Programs attached to each order, except for the Treasure Island Development Authority permit (Order R2-2020-0020).
3. For the orders denoted by an “X” in the “Order Contains Chlorine Limits” column in Table 1, the total residual chlorine effluent limits shall be replaced with the one-hour average effluent limits in the table below.

Table 2. Total Residual Chlorine Effluent Limits

Discharger	One-hour Average (mg/L)
Benicia, City of	0.38
Burlingame, City of, and North Bayside System Unit	0.48
Calistoga, City of	0.019
Central Marin Sanitation Agency	0.56
Crockett Community Services District, Port Costa Sanitary Dept.	0.27
Delta Diablo	0.43
East Bay Dischargers Authority	0.98 ^[1]
Union Sanitary District Wet Weather Outfall	0.019
Dublin San Ramon Services District	0.98 ^[1]
Livermore, City of	0.98 ^[1]
Livermore-Amador Valley Water Management Agency Wet Weather Outfall	0.019
Oro Loma and Castro Valley Sanitary Districts Wet Weather Outfall	0.013
East Bay Municipal Utility District	0.42
Las Gallinas Valley Sanitary District	0.013
Marin County (Paradise Cove), Sanitary District No. 5 of	0.57
Marin County (Tiburon), Sanitary District No. 5 of	0.82

Discharger	One-hour Average (mg/L)
Millbrae, City of, and North Bayside System Unit	0.48
Napa Sanitation District	0.065
Pacifica, City of	0.019
Petaluma, City of	0.013
Pinole, City of	0.43
Rodeo Sanitary District	0.43
St. Helena, City of	0.019
San Francisco, City and County of (San Francisco International Airport), and North Bayside System Unit	0.48
San Jose and Santa Clara, cities of	0.013
San Leandro, City of	0.013
San Mateo, City of	0.34
Sausalito-Marín City Sanitary District	1.1
Sewerage Agency of Southern Marin	0.82
Silicon Valley Clean Water	0.53
Sonoma Valley County Sanitation District	0.013
South San Francisco and San Bruno, cities of, and North Bayside System Unit	0.48
Sunnyvale, City of	0.013
Treasure Island Development Authority	1.3
Vallejo Flood and Wastewater District	0.34
West County Agency; West County Wastewater District; City of Richmond; and Richmond Municipal Sewer District No. 1	1.8
Yountville, Town of	0.019

⁽¹⁾ This limitation shall be replaced by a one-hour average effluent limitation of 0.94 mg/L on the first day of the month following East Bay Dischargers Authority satisfaction of Provision 6.3.5.1 (Commencement of Cargill Brine Discharge) in Order R2-2022-0023.

4. Each Discharger listed in Table 2 shall implement a Chlorine Process Control Plan by January 1, 2024. The Chlorine Process Control Plan shall ensure that each Discharger adds sufficient dechlorinating chemicals to target a chlorine residual of 0.0 mg/L at the discharge points described in the individual orders listed in Table 1. Each Discharger's Operation and Maintenance Manual shall include the information necessary to implement a Chlorine Process Control Plan.
5. Except where indicated below, the facilities with chlorine limits (see Table 1) shall conduct continuous total residual chlorine monitoring at all monitoring locations where the Monitoring and Reporting Programs attached to each order listed in Table 1 require chlorine monitoring. Total residual chlorine results shall be recorded at a frequency of not less than once every five minutes.
 - a. Crockett Community Services District, Port Costa Sanitary Department shall collect grab samples for total residual chlorine at least three times per week;
 - b. Union Sanitary District shall collect grab samples for total residual chlorine at least once every two hours at its wet weather outfall when discharging;
 - c. Livermore-Amador Valley Water Management Agency shall collect grab samples for total residual chlorine at least once every two hours at its wet weather outfall when discharging;

- d. Oro Loma and Castro Valley Sanitary Districts shall collect grab samples for total residual chlorine at least once every two hours at their wet weather outfall when discharging; and
- e. The City of Petaluma shall collect grab samples for total residual chlorine at least twice daily, at least four hours apart, when dechlorinating naturally through the polishing wetlands. When at least a portion of the effluent is routed through the chlorine contact chamber, effluent concentrations shall be measured continuously.

6. For continuous monitoring, the minimum level for total residual chlorine analysis shall be no greater than 0.05 mg/L. To document compliance with the minimum level, Dischargers shall calibrate continuous total residual chlorine analyzers against grab samples as frequently as necessary to maintain accurate control and reliable operation.
7. To determine compliance with the one-hour average effluent limits, Dischargers shall consider all readings recorded within each hour. The monitoring period shall begin every hour on the hour. All readings below the minimum level shall be treated as zeros for compliance determination. Dischargers shall calculate arithmetic means for each hour using all the readings for that hour. Dischargers shall report through data upload to CIWQS¹ the maximum one-hour arithmetic mean for each calendar day and any other arithmetic mean values that exceed the effluent limit. Dischargers shall retain documentation of chlorine results for at least three years.
8. Dischargers may elect to use continuous on-line monitoring systems for measuring or determining that a residual dechlorinating agent (e.g., sodium bisulfite) is present. Such monitoring systems may be used to prove that anomalous residual chlorine exceedances measured by online chlorine analyzers are false positives and are not valid total residual chlorine detections because it is chemically improbable to have chlorine present in the presence of a dechlorinating agent. If the data from continuous total residual chlorine analyzers provide convincing evidence that chlorine residual exceedances are false positives, the exceedances shall not be violations of this Order's total residual chlorine effluent limits.
9. If a continuous chlorine residual monitor malfunctions or is offline for essential maintenance, the Discharger shall substitute grab samples at the frequency specified in the Monitoring and Reporting Program of each order listed in Table 1 until the continuous chlorine residual monitor is back online. The Discharger shall report any substitution of grab sampling for continuous sampling in its monthly self-monitoring report.

10. This Order shall become effective January 1, 2024.

I hereby certify that this Order with all attachments is a full, true, and correct copy of the Order adopted by the California Regional Water Quality Control Board, San Francisco Bay Region, on November 8, 2023.

Eileen White, Executive Officer

¹ CIWQS is the California Integrated Water Quality System (http://www.waterboards.ca.gov/water_issues/programs/ciwqs).

ATTACHMENT F – FACT SHEET

This Fact Sheet includes the legal requirements and technical rationale that serve as the basis for the requirements of this Order. As described in Finding 3 of the Order, the Regional Water Board incorporates this Fact Sheet as findings supporting the issuance of the Order.

I. PERMIT INFORMATION

The following table summarizes administrative information related to the Dischargers' facilities:

Table F-1. Facility Information

Discharger	Facility Contact	Mailing Address	Effluent Description	Facility Design Flow (MGD)
Benicia, City of	Jeff Gregory, Wastewater Treatment Plant Supervisor, (707) 746-4336	614 East Fifth Street Benicia, CA 94510	Secondary	4.5
Burlingame, City of, and North Bayside System Unit	Manuel Molina, General Manager, (650) 425-0062	501 Primrose Burlingame, CA 04010	Secondary	5.5
Calistoga, City of	Derek Rayner, Public Works Director (707) 942-2828	414 Washington Street Calistoga, CA 94515	Secondary	0.84
Central Marin Sanitation Agency	Chris Finton, Treatment Plant Manager, (415) 459-1455 ext. 101	1301 Andersen Drive San Rafael, CA 94901	Secondary	10
Crockett Community Services District, Port Costa Sanitary Dept.	James Barnhill, Sanitary Department Manager, (510) 787-2992	P.O. Box 578 Crockett, CA 94525	Secondary	0.033
Delta Diablo	Amanda Roa, Environmental Program Manager, (925) 756-1940	2500 Pittsburg-Antioch Highway Antioch, CA 94509	Secondary	19.5
East Bay Dischargers Authority (City of Hayward, City of San Leandro, Oro Loma Sanitary District, Castro Valley Sanitary District, Union Sanitary District, Dublin San Ramon Services District, City of Livermore, and Livermore-Amador Valley Water Management Agency)	Jacqueline Zipkin, General Manager (510) 278-5910	2651 Grant Avenue San Lorenzo, CA 94580	Secondary	107.8
East Bay Municipal Utility District	Amit Mutsuddy, Director of Wastewater (510) 287-1149	P.O. Box 24055 Oakland, CA 94623	Secondary	120
Fairfield-Suisun Sewer District	Meg Herston, Environmental Compliance Engineer, (707) 428-9109	1010 Chadbourne Road Fairfield, CA 94535	Advanced Secondary	23.7
Las Gallinas Valley Sanitary District	Mel Liebmann, Plant Manager, (415) 472-1734	300 Smith Ranch Road San Rafael, CA 94903	Secondary	2.92
Livermore-Amador Valley Water Management Agency Wet Weather Outfall	Charles Weir, General Manager, (510) 410-5923	7051 Dublin Boulevard Dublin, CA 94568	Secondary	N/A
Marin County (Paradise Cove), Sanitary District No. 5 of	Tony Rubio, District Manager, (415) 435-1501 ext. 106	P.O. Box 227 Tiburon, CA 94920	Secondary	0.04

Discharger	Facility Contact	Mailing Address	Effluent Description	Facility Design Flow (MGD)
Marin County (Tiburon), Sanitary District No. 5 of	Tony Rubio, District Manager, (415) 435-1501 ext. 106	2001 Paradise Drive Tiburon, CA 94920	Secondary	0.98
Millbrae, City of, and North Bayside System Unit	Sam Bautista, Public Works Director, (650) 259-2347	621 Magnolia Avenue Millbrae, CA 94030	Secondary	3.0
Napa Sanitation District	Timothy Healy, General Manager, (707) 258-6000	1515 Soscol Ferry Road Napa, CA 94558	Secondary	15.4
Novato Sanitary District	Sandeep Karkal, General Manager, (415) 892-1694	500 Davidson Street Novato, CA 94945	Secondary	7.0
Pacifica, City of	Maria Aguilar, Plant Manager, (415) 336-4750	170 Santa Maria Avenue Pacifica, CA 94044	Advanced Secondary	4.0
Palo Alto, City of	James Allen, Plant Manager, (650) 329-2243	2501 Embarcadero Way Palo Alto, CA 94303	Advanced Secondary	39
Petaluma, City of	Matthew Pierce, Operations Supervisor, (707) 776-3726	202 N. McDowell Blvd. Petaluma, CA 94954	Secondary	6.7
Pinole, City of	Josh Binder, Plant Manager (510) 724-8964	2131 Pear Street Pinole, CA 94564	Secondary	4.06
Rodeo Sanitary District	Steve Beall, District Manager, (510) 799-2970	800 San Pablo Avenue Rodeo, CA 94572	Secondary	1.14
St. Helena, City of	Joseph Leach, Director of Public Works, (707) 968-2629	1572 Railroad Avenue St. Helena, CA 94574	Secondary	0.50
San Francisco, City and County of (San Francisco International Airport), and North Bayside System Unit	Jennifer Acton, Environmental Operations Manager, (650) 455-9241	P.O. Box 8097 San Francisco, CA 94128	Secondary	2.2
San Jose and Santa Clara, cities of	Eric Dunlavey, Wastewater Compliance Program Manager, (408) 635-4017	700 Los Esteros Road San Jose, CA 95134	Advanced Secondary	167
San Leandro, City of Treatment Wetland	Hayes Morehouse, Plant Manager, (510) 577-3437	3000 Davis Street San Leandro, CA 94577	Secondary	0.95
San Mateo, City of	Michael Sutter, Operations Superintendent, (650) 522-7380	330 West 20 th Avenue San Mateo, CA 94403	Secondary	15.7
Sausalito-Marín City Sanitary District	Jeffrey Kingston, General Manager, (415) 332-0244	1 East Road Sausalito, CA 94965	Secondary	1.8
Sewerage Agency of Southern Marin	Mark Rushwaya, Wastewater Treatment Plant Director, (415) 384-4825	26 Corte Madera Avenue Mill Valley, CA 94941	Secondary	3.6
Silicon Valley Clean Water	Monte Hamamoto, Chief Operating Officer, (650) 832-6266	1400 Radio Road Redwood City, CA 94065	Secondary	29
Sonoma Valley County Sanitation District	Frank Mello, Operations Coordinator, (707) 521-1843	404 Aviation Blvd. Santa Rosa, CA 95403	Secondary	3.0
South San Francisco and San Bruno, cities of, and North Bayside System Unit	Brian Schumacker, Plant Superintendent, (650) 829-3844	195 Belle Air Road South San Francisco, CA 94080	Secondary	13
Sunnyvale, City of	Rohan Wikramanayake, Water Pollution Control Plant Division Manager, (408) 730-7788	P.O. Box 3707 Sunnyvale, CA 94088	Advanced Secondary	29.5

Discharger	Facility Contact	Mailing Address	Effluent Description	Facility Design Flow (MGD)
Treasure Island Development Authority	Amy Chastain, Regulatory Compliance Manager, San Francisco Public Utilities Commission, (415) 554-1683	1 Avenue of the Palms, Suite 241 San Francisco, CA 94130	Secondary	2.0
Union Sanitary District Wet Weather Outfall	Armando Lopez, Treatment and Disposal Services Manager, (510) 477-7517	5072 Benson Road Union City, CA 94587	Secondary	N/A
Vallejo Flood and Wastewater District	Jennifer Harrington, Environmental Services Director, (707) 644-7806	450 Ryder Street Vallejo, CA 94590	Secondary	15.5
West County Agency; West County Wastewater District; City of Richmond; and Richmond Municipal Sewer District No. 1	Andrew Clough, Agency Manager, (510) 222-6700	2910 Hilltop Drive Richmond, CA 94806	Secondary	28.5
Yountville, Town of	John Ferons, Public Works Director, (707) 944-8851	6550 Yount Street Yountville, CA 94599	Advanced Secondary	0.55

II. BACKGROUND

Until recently, Basin Plan Table 4-2 contained effluent limitations for oil and grease. On November 18, 2020, the Regional Water Board adopted Resolution R2-2020-0031 and amended the Basin Plan to remove the oil and grease limits for treatment facilities that provide secondary or advanced secondary treatment. The State Water Resources Control Board approved this amendment on May 18, 2021, and the Office of Administrative Law approved it on October 22, 2021.

Chlorine can be toxic to aquatic life, and Basin Plan section 3.3.18 contains a narrative water quality objective to protect aquatic life from toxicity:

All waters shall be maintained free of toxic substances in concentrations that are lethal to or that produce other detrimental responses in aquatic organisms. ... There shall be no acute toxicity in ambient waters.

Basin Plan Table 4-2 also contains an effluent limitation of 0.0 mg/L for total residual chlorine. Resolution R2-2020-0031 amended the Basin Plan to eliminate the 0.0 mg/L chlorine effluent limit, and to establish numeric water quality objectives for chlorine and a process to implement the new objectives. U.S. EPA approval is needed for these changes to become effective. On October 12, 2021, the Regional Water Board adopted a blanket permit amendment (Order R2-2021-0019) to implement Resolution R2-2020-0031 upon U.S. EPA approval.

On June 5, 2023, the Regional Water Board withdrew its request for U.S. EPA approval of the chlorine water quality objectives so the requirements of Order R2-2021-0019 will not go into effect. This new Order replaces Order R2-2021-0019 and amends the orders in Table 1 to update their chlorine and oil and grease requirements based on existing Regional Water Board authority.

III. RATIONALE FOR CHANGES

A. Oil and Grease Requirements

For the facilities listed in Table 1 of this Order (except for the Treasure Island Development Authority treatment plant), this Order eliminates effluent limits and associated monitoring requirements for oil and grease. The Basin Plan amendment that eliminated the requirement for oil and grease effluent limits became effective on October 22, 2021, the date the Office of Administrative Law approved it. Technology-based oil and grease limits are unnecessary for wastewater that undergoes at least secondary treatment because treatment facilities that achieve the Secondary Treatment Standards of 40 C.F.R. section 133 should not contain significant levels of oil and grease. Primary and secondary clarifiers have skimming devices that remove floatables from wastewater. Microorganisms in the biological portion of wastewater treatment metabolize oils attached to solids. These microorganisms settle out in secondary clarifiers. Biochemical oxygen demand and total suspended solids are better indicators of wastewater treatment performance.

The Dischargers in Fact Sheet Table F-1 provide secondary or advanced secondary treatment and, as shown in Fact Sheet Table F-2, have consistently complied with the effluent limits for oil and grease. These data show that Dischargers do not have a reasonable potential to discharge oil and grease at levels that could result in a visible film or coating on the surface of receiving waters or on objects in the waters, that cause nuisance, or that otherwise adversely affect beneficial uses (i.e., levels that exceed the narrative oil and grease objective in Basin Plan section 3.3.7). Therefore, water quality-based oil and grease limits are unnecessary for these facilities. The Treasure Island Development Authority is the one exception. It has reported oil and grease exceedances due to the skimming devices in its primary and secondary clarifiers being episodically out of service. Therefore, this Order does not remove oil and grease effluent limitations from the Treasure Island Development Authority's permit. By 2024, San Francisco plans to construct, operate, and maintain a new wastewater treatment plant (the Treasure Island Water Resource Recovery Facility) to replace the existing plant. The Treasure Island Development Authority plans to decommission the existing plant when the new plant becomes operational. Once the new treatment plant becomes operational, the Regional Water Board may reconsider the need for oil and grease effluent limitations.

Table F-2. Previous Oil and Grease Effluent Limits and Monitoring Data

Discharger	Average Monthly Limit (mg/L)	Maximum Daily Limit (mg/L)	Long-Term Average (mg/L)	Highest Value (mg/L) ^[1]
Benicia, City of	10	20	ND ^[2]	ND ^[3]
Crockett Community Services District, Port Costa Sanitary Dept.	10	20	1.6	7.5
Delta Diablo	10	20	1.5	2.3
Union Sanitary District Wet Weather Outfall	----	20	----	----
LAVWMA Wet Weather Outfall	----	20	ND ^[2]	ND ^[3]

Discharger	Average Monthly Limit (mg/L)	Maximum Daily Limit (mg/L)	Long-Term Average (mg/L)	Highest Value (mg/L) ^[1]
Oro Loma and Castro Valley Sanitary Districts Wet Weather Outfall	5	10	ND ^[2]	2.9
East Bay Municipal Utility District	10	20	ND ^[2]	1.8
Fairfield-Suisun Sewer District	----	10	ND ^[2]	ND ^[3]
Las Gallinas Valley Sanitary District	10	20	ND ^[2]	3.5
Marin County (Paradise Cove), Sanitary District No. 5 of	10	20	5.0	5.0
Millbrae, City of, and North Bayside System Unit	10	20	ND ^[2]	3.1
Novato Sanitary District	10	20	ND ^[2]	3.0
Palo Alto, City of	5	10	ND ^[2]	1.7
Petaluma, City of	10	20	ND ^[2]	ND ^[3]
St. Helena, City of	10	20	2.1	4.4
San Francisco, City and County of (San Francisco International Airport), and North Bayside System Unit	10	20	ND ^[2]	2.6
San Jose and Santa Clara, Cities of	5	10	ND ^[2]	ND ^[3]
Sonoma Valley County Sanitation District	10	20	2.7	11 ^[4]
South San Francisco and San Bruno, Cities of, and North Bayside System Unit	10	20	3.3	16 ^[4]
Sunnyvale, City of	5	10	ND ^[2]	1.5
Treasure Island Development Authority	10	20	ND ^[2]	35
West County Wastewater District	10	20	ND ^[2]	ND ^[3]
City of Richmond; and Richmond Municipal Sewer District No. 1	10	20	4.1	7.0
Yountville, Town of	10	20	ND ^[2]	ND ^[3]

Footnotes:

^[1] The highest value is the highest reported daily maximum value from 2020 through 2022.

^[2] If at least half the values were non-detect.

^[3] All values were non-detect.

^[4] The Discharger collected additional samples to document compliance with the average monthly effluent limitation.

B. Water Quality-Based Effluent Limits for Chlorine

As explained in Fact Sheet section III.C, this Order replaces effluent limitations that were based on the 0.0 mg/L residual chlorine limitation listed in Basin Plan Table 4-2 with less stringent effluent limitations as allowed by Basin Plan section 4.5.3. This Order establishes water quality-based effluent limitations based on the Basin Plan’s narrative toxicity objective. The permits denoted by an “X” in the “Order Contains Chlorine Limits” column in Table 1 of this Order have a reasonable potential to cause or contribute to exceedances of the narrative toxicity objective

because these municipal wastewater treatment plants use chlorine for disinfection and must apply a dechlorinating chemical, typically liquid sodium bisulfite, to remove residual chlorine from their wastewater effluent. According to 40 C.F.R. section 122.44(d)(1)(i), permits must include effluent limitations for all pollutants that are or may be discharged at levels that have a reasonable potential to cause or contribute to an exceedance of a water quality standard, including numeric and narrative objectives within a standard. Where reasonable potential has been established for a pollutant, but there is no numeric objective, water quality-based effluent limitations must be established using (1) U.S. EPA criteria guidance under Clean Water Act (CWA) section 304(a), supplemented where necessary by other relevant information; (2) an indicator parameter for the pollutant of concern; or (3) a calculated numeric water quality criterion, such as a proposed state criterion or policy interpreting a narrative criterion, supplemented with relevant information. This Order establishes water quality-based effluent limits for chlorine based on a translation of the narrative toxicity objective that uses U.S. EPA criteria guidance under CWA section 304(a), specifically U.S. EPA's *Ambient Water Quality Criteria for Chlorine – 1984* (EPA 440/5-84-030). These criteria are shown in Table F-3 below:

Table F-3. Ambient Water Quality Criteria for Chlorine

Receiving Water Type	4-Day Average (mg/L)	1-Hour Average (mg/L)
Marine or Estuarine	0.0075	0.013
Freshwater	0.011	0.019

The limits in this Order are derived from the one-hour average criterion because chlorine dissipates quickly once entering the receiving water. Thus, it is unlikely that discharges that meet one-hour effluent limitations will have chlorine concentrations that persist in the receiving water long enough to cause the four-day water quality objective to be exceeded.

This Order establishes chlorine mixing zones for deep water Dischargers and the Napa Sanitation District based on initial dilution. This is consistent with Basin Plan section 4.5.1, which allows for numeric water quality-based effluent limits to account for allowable dilution credits. Basin Plan section 4.5.3 indicates that in developing and setting water quality-based effluent limits for toxic pollutants all attempts shall be made to ensure consistency among permits when exercising best professional judgment. For total residual chlorine, a mixing zone corresponding to a conservative estimate of actual initial dilution was used to represent acute conditions. This is justified because chlorine is a non-persistent pollutant that quickly disperses and degrades to a non-toxic state.¹ As such, cumulative toxicity associated with chlorine from other unrelated discharges is unlikely.

These mixing zones are explained below and in the Fact Sheets attached to the orders listed in Table 1 of this Order. For each Discharger where this Order establishes a mixing zone, a site-specific mixing zone study evaluated the spatial extent of mixing under conservative conditions. The spatial extent of each mixing zone is described below (see Table F-5); the mixing zones are small and do not overlap. This Order does not establish total residual chlorine mixing zones for

¹ U.S. EPA's *Ambient Water Quality Criteria for Chlorine* (EPA 440/5-84-030) indicates that the half-lives for total residual chlorine and chlorine-produced oxidants are short in most waters. According to the Canada Environmental Protection Act, 1999 *Priority Substances List Assessment Report*, the half-life for combined residual chlorine, total residual chlorine, and total residual oxidant usually ranges from about 0.03 to 1.0 days under natural environmental conditions.

any shallow water discharger except for Napa Sanitation District, which has a multi-port diffuser that induces rapid mixing.²

To account for the dilution that occurs within mixing zones, this Order uses a simplified equation from State Implementation Policy section 1.4 because background concentrations for total residual chlorine are assumed to be zero:

$$ECA = (D+1) \times C$$

Where ECA = effluent concentration allowance (effluent limit),
 D = dilution factor (parts receiving water for each part effluent)
 C = water quality objective

The table below presents the applicable water quality criteria (as translated from the narrative toxicity objective), dilution factor, and effluent limit for each Discharger.

Table F-4. Water Quality Based Effluent Limits for Total Residual Chlorine

Discharger	Receiving Water Type	Water Quality Criteria (mg/L)	Dilution Factor	Effluent Limit (one-hour average, mg/L)
Benicia, City of	Estuarine	0.013	28	0.38
Burlingame, City of, and North Bayside System Unit	Marine	0.013	36	0.48
Calistoga, City of	Freshwater	0.019	0	0.019
Central Marin Sanitation Agency	Estuarine	0.013	42	0.56
Crockett Community Services District, Port Costa Sanitary Dept.	Estuarine	0.013	20	0.27
Delta Diablo	Estuarine	0.013	32	0.43
East Bay Dischargers Authority	Marine	0.013	74	0.98 ^[1]
Union Sanitary District Wet Weather Outfall	Freshwater	0.019	0	0.019
Dublin San Ramon Services District	Marine	0.013	74	0.98 ^[1]
Livermore, City of	Marine	0.013	74	0.98 ^[1]
Livermore-Amador Valley Water Management Agency Wet Weather Outfall	Freshwater	0.019	0	0.019

² Order R2-2022-0003 (Fact Sheet section 4.3.5.2) describes mixing and dilution at the Napa Sanitation District outfall, as summarized in Fact Sheet section III.B.10 of this Order.

Discharger	Receiving Water Type	Water Quality Criteria (mg/L)	Dilution Factor	Effluent Limit (one-hour average, mg/L)
Oro Loma and Castro Valley Sanitary Districts Wet Weather Outfall	Marine	0.013	0	0.013
East Bay Municipal Utility District	Marine	0.013	31	0.42
Las Gallinas Valley Sanitary District	Estuarine	0.013	0	0.013
Marin County (Paradise Cove), Sanitary District No. 5 of	Marine	0.013	43	0.57
Marin County (Tiburon), Sanitary District No. 5 of	Marine	0.013	62	0.82
Millbrae, City of, and North Bayside System Unit	Marine	0.013	36	0.48
Napa Sanitation District	Estuarine	0.013	4	0.065
Pacifica, City of	Freshwater	0.019	0	0.019
Petaluma, City of	Estuarine	0.013	0	0.013
Pinole, City of	Estuarine	0.013	32	0.43
Rodeo Sanitary District	Estuarine	0.013	32	0.43
St. Helena, City of	Freshwater	0.019	0	0.019
San Francisco, City and County of (San Francisco International Airport), and North Bayside System Unit	Marine	0.013	36	0.48
San Jose and Santa Clara, Cities of	Estuarine	0.013	0	0.013
San Leandro, City of	Marine	0.013	0	0.013
San Mateo, City of	Marine	0.013	25	0.34
Sausalito-Marín City Sanitary District	Marine	0.013	83	1.1
Sewerage Agency of Southern Marin	Marine	0.013	62	0.82
Silicon Valley Clean Water	Marine	0.013	40	0.53
Sonoma Valley County Sanitation District	Estuarine	0.013	0	0.013

Discharger	Receiving Water Type	Water Quality Criteria (mg/L)	Dilution Factor	Effluent Limit (one-hour average, mg/L)
South San Francisco and San Bruno, Cities of, and North Bayside System Unit	Marine	0.013	36	0.48
Sunnyvale, City of	Estuarine	0.013	0	0.013
Treasure Island Development Authority	Marine	0.013	102	1.3
Vallejo Flood and Wastewater District	Estuarine	0.013	25	0.34
West County Agency; West County Wastewater District; City of Richmond; and Richmond Municipal Sewer District No. 1	Marine	0.013	140	1.8
Yountville, Town of	Freshwater	0.019	0	0.019

^[1] This limitation will be replaced by a one-hour average effluent limitation of 0.94 mg/L on the first day of the month following East Bay Dischargers Authority satisfaction of Provision 6.3.5.1 (Commencement of Cargill Brine Discharge) in Order R2-2022-0023.

To ensure that the total residual chlorine within these mixing zones will not be lethal to aquatic organisms, each study used to support a dilution factor greater than zero documents that an adrift organism would pass through the mixing zone within 15 minutes or less, as recommended by U.S. EPA's *Technical Support Document for Water Quality-based Toxics Control*, March 1991, EPA/505/2-90-001. Furthermore, the mixing zones established in this Order will not harm benthic organisms because the treated effluent is discharged via deepwater and/or multipoint diffusers that are above the bottom surface and are positively buoyant in the receiving waters. | Delta Diablo is one exception as it may, for short periods, have a negatively buoyant discharge, as discussed below. For discharges to relatively small receiving waters (i.e., New York Slough, Napa River, and Mare Island Strait), each mixing zone study includes an additional analysis to establish that the size of the mixing zone is small relative to the size of the water body.

1. **City of Benicia.** A study titled *Benicia WWTP Effluent Initial Dilution at Long-term Average, Design, and Peak Daily Flow Rates* (November 2012) used the U.S. EPA supported Visual Plumes model to support a minimum initial dilution of 29:1 (D=28) for acute water quality criteria. To confirm the mixing zone would not be lethal to aquatic organisms, the study estimated a travel time of less than 10 minutes for an organism adrift within the receiving water.
2. **North Bayside System Unit (including Burlingame, Millbrae, San Francisco International Airport, and South San Francisco and San Bruno).** These wastewater treatment plants share an outfall in Lower San Francisco Bay. A study titled *Near-field Mixing Zone and Dilution Analysis for the North Bayside System Unit Outfall Diffuser to Lower San Francisco Bay* (May 18, 2018) used the U.S. EPA approved CORMIX model to

support a minimum initial dilution of 37:1 (D=36) for acute criteria. To confirm the mixing zone would not be lethal to aquatic organisms, the study estimated a travel time of less than two minutes for an organism adrift within the receiving water.

3. **Central Marin Sanitation Agency.** A study titled *Mixing Zone Study Report Central Marin Sanitation Agency* (September 29, 2011) used the U.S. EPA supported Visual Plumes model to support a minimum initial dilution of 43:1 (D=42) for acute criteria. The study predicted that initial dilution would occur within 13 feet of the outfall. This short distance indicates that the mixing zone would not be lethal to aquatic organisms since the travel time for organisms adrift within the receiving water is expected to be less than a few minutes.
4. **Crockett Community Services District (Port Costa).** A study titled *Near-field Mixing Zone and Dilution Analysis for the Port Costa WWTP Outfall to Carquinez Strait* (May 29, 2018) used the U.S. EPA approved CORMIX model to support a minimum initial dilution of 21:1 (D=20) for acute criteria. To confirm the mixing zone would not be lethal to aquatic organisms, the study estimated a travel time of less than one minute for an organism adrift within the receiving water.
5. **Delta Diablo.** A study titled *Mixing Zone Modeling for Delta Diablo WWTP Outfall to New York Slough – Current and Future Discharge Conditions* (August 20, 2019) used the U.S. EPA approved CORMIX model to support a minimum initial dilution of 33:1 (D=32) for acute criteria. To confirm the mixing zone would not be lethal to aquatic organisms, the study estimated a travel time of 12 minutes or less for an organism adrift within the receiving water.

The mixing zone established for Delta Diablo will not compromise the integrity of the receiving water because it is small relative to the size of New York Slough. The mixing zone extends about 150 feet from each discharge port. The average width of New York Slough in the vicinity of the discharge is about 1,000 feet.

Furthermore, the mixing for Delta Diablo will not harm benthic organisms. In October 2023, Delta Diablo may start accepting about 2.0 million gallons per day of reverse osmosis concentrate from the City of Antioch's Brackish Water Desalination Project. During the summer months when recycled water demand is high, Delta Diablo may recycle 100 percent of its treated wastewater and only discharge cooling water blowdown and industrial brine mixed with reverse osmosis concentrate. This may occur about three days of each year when the weather is very warm. During these periods, it is possible that the discharge could be negatively buoyant if salinity levels in New York Slough are near historical maximum concentrations. In these conditions, the discharge plume would rise due to momentum and then sink to the bottom of New York Slough. As this is rarely expected to occur, Delta Diablo's discharge should not prevent benthic organisms from residing near its diffuser.

6. **East Bay Dischargers Authority (including Dublin San Ramon Services District and City of Livermore).** Six wastewater treatment plants share the East Bay Dischargers Authority outfall. Four are regulated under Order R2-2022-0023 (the City of Hayward's Water Pollution Control Plant, the City of San Leandro's Water Pollution Control Plant, the Oro Loma and Castro Valley Sanitary Districts Water Pollution Control Plant, and the Union Sanitary District's Wastewater Treatment Plant). Two are regulated by separate orders. The

Dublin San Ramon Services District's treatment plant is regulated under Order R2-2022-0024 and the City of Livermore's treatment plant is regulated under Order R2-2022-0025. A study titled *East Bay Dischargers Authority Common Outfall Summary of Dilution Modeling Conditions and Results* (April 2021) used the U.S. EPA approved CORMIX model to support a minimum initial dilution of 75:1 (D=74) and after East Bay Dischargers Authority accepts Cargill brine 72:1 (D=71) for acute criteria. To ensure the mixing zone would not be lethal to aquatic organisms, the edge of mixing zone was selected using a travel time of less than 15 minutes for an organism adrift within the receiving water.

7. **East Bay Municipal Utility District.** A study titled *East Bay Municipal Utility District Main Wastewater Treatment Plant Outfall Dilution Study Update* (May 2020) used the U.S. EPA approved CORMIX model to support a minimum initial dilution of 32:1 (D=31) for acute criteria. To ensure the mixing zone would not be lethal to aquatic organisms, the edge of mixing zone was selected using a travel time of less than 15 minutes for an organism adrift within the receiving water.
8. **Sanitary District No. 5 of Marin County (Paradise Cove).** A study titled *Mixing Zone Study Report Sanitary District No. 5 of Marin County* (January 28, 2011) used the U.S. EPA supported Visual Plumes model to support a minimum initial dilution of 44:1 (D=43) for acute criteria. The study predicted that initial dilution would occur within 10 feet of the outfall. This short distance indicates that the mixing zone would not be lethal to aquatic organisms since the travel time for organisms adrift within the receiving water is expected to be less than a few minutes.
9. **Sanitary District No. 5 of Marin County (Tiburon) and Sewerage Agency of Southern Marin.** These two wastewater treatment plants share an outfall in Raccoon Strait (within Central San Francisco Bay). A study titled *Mixing Zone and Dilution Credit Study for the Sewerage Agency of Southern Marin and Sanitary District No. 5 of Marin County Combined Outfall Diffuser* (July 2, 2020) used the U.S. EPA approved CORMIX model to support a minimum initial dilution of 63:1 (D=62) for acute criteria. To confirm the mixing zone would not be lethal to aquatic organisms, the study estimated a travel time of about eight minutes for an organism adrift within the receiving water.
10. **Napa Sanitation District.** A study titled *Review of State Water Resources Control Board Modeling of Napa Sanitation District Discharge to the Napa River* (September 19, 2009) used U.S. EPA approved CORMIX model to support a minimum initial dilution of 5:1 (D=4) for acute criteria. The study predicted the initial dilution would occur within a 23-foot radius around each of the three discharge ports of the outfall. To confirm the mixing zone would not be lethal to aquatic organisms, the study estimated a travel time of less than 15 minutes for an organism adrift within the receiving water.

The mixing zone established for the Napa Sanitation District will not compromise the integrity of the receiving water because it is small relative to the size of the Napa River. The mixing zones are about 46 feet in diameter, centered on three discharge ports. The average width of the Napa River in the vicinity of the discharge is about 330 feet, and the length of the Napa River downstream of the outfall is 13 miles, or over 68,000 feet.

11. **City of Pinole and Rodeo Sanitary District.** These two wastewater treatment plants share an outfall in San Pablo Bay. A study titled *Near-field Mixing Zone and Dilution Analysis for Chronic Toxicity Discharge Conditions and Current Diffuser Characteristics* (April 14, 2017) used the U.S. EPA approved CORMIX model to support a minimum initial dilution of 33:1 (D=32) for acute criteria. To confirm the mixing zone would not be lethal to aquatic organisms, the study estimated a travel time of about seven minutes for an organism adrift within the receiving water.
12. **City of San Mateo.** A study titled *City of San Mateo and Estero Municipal Improvement District Water Quality Control Plant Mixing Zone and Dilution Credit Study* (July 18, 2022) used the U.S. EPA supported CORMIX model to support a minimum initial dilution of 26:1 (D=25) for acute criteria. To confirm the mixing zone would not be lethal to aquatic organisms, the study estimated a travel time of less than 15 minutes for an organism adrift within the receiving water.
13. **Sausalito-Marín City Sanitary District.** A study titled *Dilution Modeling Results for Sausalito-Marín City Sanitary District Discharge to San Francisco Bay* (July 5, 2007) used the U.S. EPA supported Visual Plumes model to support a minimum initial dilution of 84:1 (D=83) for acute criteria. The study predicted that initial dilution would occur within about 20 feet of the outfall. This short distance indicates that the mixing zone would not be lethal to aquatic organisms since the travel time for organisms adrift within the receiving water is expected to be less than a few minutes.
14. **Silicon Valley Clean Water.** A study titled *Mixing Zone and Dilution Credit Study for the Silicon Valley Clean Water Wastewater Treatment Plant Outfall Diffuser* (October 21, 2022) used the U.S. EPA approved CORMIX model to support a minimum initial dilution of 41:1 (D=40) for acute criteria. To confirm the mixing zone would not be lethal to aquatic organisms, the study estimated a travel time of about two minutes for an organism adrift within the receiving water,
15. **Treasure Island Development Authority.** A study titled *Dilution Model for the Treasure Island Outfall* (September 8, 2009) used the U.S. EPA supported Visual Plumes model to support a minimum initial dilution of 103:1 (D=102) for acute criteria. To confirm the mixing zone would not be lethal to aquatic organisms, the study indicated that the plume attains a maximum initial dilution within a few minutes.
16. **Vallejo Flood and Wastewater District.** This facility has two outfalls. A study titled *Mixing Zone Study Report, Vallejo Sanitation District* (March 22, 2011) used the U.S. EPA supported Visual Plumes model to support a minimum initial dilution at the Carquinez Strait outfall of 41:1 (D=40) for acute criteria. A study titled *Mixing Zone Study Report for Mare Island Strait Diffuser* (July 18, 2014) used the U.S. EPA supported Visual Plumes model to support a minimum initial dilution at the Mare Island Strait outfall of 26:1 (D=25) for acute criteria. The studies predicted that initial dilution would occur within about 56 feet of the Carquinez Strait outfall and about 40 feet of the Mare Island Strait outfall. These short distances indicate that mixing zones will not be lethal to aquatic organisms since the travel time for organisms adrift within the receiving water is expected to be less than a few minutes.

The mixing zone established for the Vallejo Flood and Wastewater District's discharge to Mare Island Strait will not compromise the integrity of the receiving water because it is small relative to the size of Mare Island Strait. The mixing zone extends about 40 feet from the diffuser. The width of Mare Island Strait in the vicinity of the discharge is about 1,300 feet.

17. **West County Agency (including West County Wastewater District and City of Richmond).** These two wastewater treatment plants share an outfall in Central San Francisco Bay. A study titled *West County Agency Common Outfall Summary of Dilution Modeling Conditions and Results* (May 2021) used the U.S. EPA approved CORMIX model to support a minimum initial dilution of 141:1 (D=140) for acute criteria. To confirm the mixing zone would not be lethal to aquatic organisms, the study estimated a travel time of about eight minutes for an organism adrift within the receiving water.

Table F-5 includes the location of each outfall, the distance the mixing zone extends from the outfall, and the distance to the closest nearby outfall. This shows that mixing zones are very small relative to the water body and do not overlap.

Table F-5. Extent of Mixing Zones

Discharger	Outfall Location	Distance from Shoreline (feet)	Distance from outfall to edge of mixing zone (feet)	Closest Nearby Outfall (miles)
City of Benicia	Carquinez Strait	500	50	1.8
North Bayside System Unit	Lower San Francisco Bay	5,300	97	4.15
Central Marin Sanitation Agency	Central San Francisco Bay	8,000	13	2.3
Port Costa	Carquinez Strait	60	3.4	1.8
Delta Diablo	New York Slough	500	150	17.1
East Bay Dischargers Authority	Lower San Francisco Bay	37,000	405	4.15
East Bay Municipal Utility District	Central San Francisco Bay	5,600	405	1.03
Paradise Cove	Central San Francisco Bay	400	10	1.95
Tiburon and Sewerage Agency of Southern Marin	Raccoon Strait in Central San Francisco Bay	850	285	1.95
Napa Sanitation District	Napa River	160	23	10.25
City of Pinole and Rodeo Sanitary District	San Pablo Bay	3,800	180	2.44

Discharger	Outfall Location	Distance from Shoreline (feet)	Distance from outfall to edge of mixing zone (feet)	Closest Nearby Outfall (miles)
City of San Mateo	Lower San Francisco Bay	3,700	20	2.1
Sausalito-Marín City Sanitary District	Central San Francisco Bay	300	20	2.3
Silicon Valley Clean Water	Lower San Francisco Bay	6,700	110	2.1
Treasure Island Development Authority	Central San Francisco Bay	300	18	1.03
Vallejo Flood and Wastewater District	Carquinez Strait and Mare Island Strait	400 and 250	56 and 40	2.2
West County Agency	Central San Francisco Bay	8,200	341	2.3

C. Replacement of Basin Plan Table 4-2 Chlorine Effluent Limits

This Order replaces the 0.0 mg/L effluent limitation for residual chlorine listed in Basin Plan Table 4-2 with the less stringent limitations discussed above. Basin Plan section 4.5.3 allows less stringent effluent limitations when certain conditions are met, stating, “The Water Board will consider establishing less stringent limitations, consistent with state and federal laws, for any discharge where it can be conclusively demonstrated through a comprehensive program approved by the Water Board that such limitations will not result in unacceptable adverse impacts on the beneficial uses of the receiving water.” These conditions are met. As explained in Fact Sheet section IV, the less stringent limitations are consistent with state and federal laws. Furthermore, the requirements of this Order (specifically Provisions 4 through 9) are a comprehensive program that will ensure that these limitations will not result in unacceptable adverse impacts on the beneficial uses of receiving waters. Chlorine is a non-persistent pollutant that quickly degrades to a non-toxic state, and the mixing zones described in Fact Sheet section III.B are very small relative to the size of the receiving waters, as demonstrated by Table F-5. This Order also requires each Discharger to implement a Chlorine Process Control Plan to target a chlorine residual of 0.0 mg/L at the discharge point. This will ensure that chlorine will typically not be present in discharge and, if chlorine is detected, the duration of such discharges will be relatively short.

This Order removes the 0.0 mg/L chlorine limit to address the over-application of sodium bisulfite that results in extra operational cost and can decrease dissolved oxygen concentrations and depress pH in the effluent and receiving water. Municipal wastewater treatment plants that use chlorine to disinfect must apply a dechlorinating chemical, typically liquid sodium bisulfite, to remove residual chlorine and comply with the residual chlorine effluent limitation. Because wastewater is a complex mixture and the 0.0 mg/L effluent limitation from Basin Plan Table 4-2

is an instantaneous maximum (i.e., no amount may be discharged, ever), wastewater treatment plant operators routinely add sodium bisulfite in amounts well beyond what would theoretically neutralize residual chlorine.

Since the Regional Water Board began imposing the 0.0 mg/L instantaneous chlorine limitation, there have been significant improvements in chlorine process control. For example, instead of collecting periodic grab samples to evaluate compliance, continuous monitoring devices that evaluate chlorine residual levels at least every five minutes are now commonplace. The less stringent effluent limitations for chlorine included in this Order, coupled with the improved process control, will ensure that beneficial uses are protected.

D. Chlorine Monitoring Requirements

In accordance with Water Code section 13383, this Order revises the chlorine monitoring requirements of the permits denoted by an “X” in the “Order Contains Chlorine Limits” column in Table 1 of this Order. This Order replaces all monitoring requirements for chlorine, except for how frequently dischargers must collect grab samples if continuous analyzers are offline. To ensure that Dischargers carefully manage chlorine and dechlorination dosing, Dischargers should conduct continuous monitoring to assess compliance with the total residual chlorine effluent limits, which are expressed as one-hour averages. The minimum level for continuous devices should not be greater than 0.05 mg/L to document that each Discharger uses sufficiently sensitive methods. Any measured values below the minimum level should be treated as zeros.

Since continuous monitoring devices can sometimes report false positive values, this Order allows Dischargers to use on-line monitoring systems to measure the presence of a dechlorinating agent (e.g., sodium bisulfite). The presence of a dechlorinating agent may be used to prove that anomalous chlorine results are false positives and not valid detections because it is chemically improbable to have chlorine present in the presence of a dechlorinating agent. If a continuous chlorine residual monitor malfunctions or is offline for essential maintenance, this Order allows dischargers to substitute grab samples at the frequency specified in the Monitoring and Reporting Program of each order listed in Table 1 until the continuous chlorine residual monitor is back online.

In some cases, Dischargers are unable to continuously monitor chlorine. For smaller, seasonal, or intermittent discharge facilities, or for facilities that rely on natural dechlorination in ponds or wetlands rather than chemical addition, less frequent monitoring is appropriate. These Dischargers may collect grab samples instead. The table below lists Dischargers not required to conduct continuous chlorine monitoring, the basis for their exceptions, and how frequently grab samples must be collected.

Table F-6. Continuous Chlorine Monitoring Exceptions

Discharger	Basis for Exception	Minimum Grab Sampling Frequency
City of Petaluma	This facility discharges seasonally and uses natural dechlorination by routing	Twice daily, at least four hours apart, when dechlorinating through the polishing wetlands.

Discharger	Basis for Exception	Minimum Grab Sampling Frequency
	effluent through polishing wetlands.	
Crockett Community Services District, Port Costa Sanitary Dept.	This is a small facility. It has a dry weather design capacity of 33,000 gallons per day.	Three times per week
Livermore-Amador Valley Water Management Agency Wet Weather Outfall	This facility only discharges intermittently during wet weather.	Once every two hours
Union Sanitary District Wet Weather Outfall	This facility only discharges intermittently during wet weather	Once every two hours
Oro Loma and Castro Valley Sanitary Districts Wet Weather Outfall	This facility only discharges intermittently during wet weather	Once every two hours

IV. DISCHARGE REQUIREMENT CONSIDERATIONS

- A. Anti-backsliding.** The term “anti-backsliding” refers to statutory and regulatory provisions that prohibit, except in limited circumstances, the renewal, reissuance, or modification of an existing NPDES permit to contain effluent limitations, permit conditions, or standards less stringent than those established in the previous order. While this Order does not retain effluent limits for oil and grease and establishes less stringent water quality-based effluent limits for total residual chlorine, it meets an exception to the prohibition against backsliding. Clean Water Act section 402(o) prohibits backsliding from an effluent limitation that is based on state standards, such as water quality standards or treatment standards, unless the change is consistent with Clean Water Act section 303(d)(4). Here, the previous oil and grease and total residual chlorine effluent limitations were based on state treatment standards. Clean Water Act section 303(d)(4)(B) says, for waters that meet water quality standards, effluent limitations may be revised if such revision is consistent with antidegradation policies. Thus, backsliding is allowed because the surface waters of the San Francisco Bay region are not impaired by chlorine or oil and grease, and the relaxed effluent limits are consistent with antidegradation policies as explained below.
- B. Antidegradation.** Federal regulations at 40 C.F.R. section 131.12 require that state water quality standards include an antidegradation policy consistent with federal requirements. The State Water Board’s “Statement of Policy with Respect to Maintaining High Quality of Waters in California” (Resolution 68-16) sets forth California’s antidegradation policy. A permitted discharge must be consistent with the antidegradation provision of 40 C.F.R. section 131.12 and State Water Board Resolution 68-16. These policies require that high quality waters be maintained unless degradation is justified based on specific findings. Where the federal antidegradation policy is applicable, the State Water Board has interpreted Resolution 68-16 to incorporate the federal antidegradation policy. The discharges authorized by this Order are consistent with the antidegradation provisions of Resolution 68-16 as explained below.

Under Resolution 68-16, where a receiving water is of higher quality than applicable water quality standards, the higher water quality must be maintained unless certain conditions are met. Any decrease in water quality must be consistent with the maximum benefit to the people of the State, must not unreasonably affect any current or anticipated beneficial uses, and must not result in lower water quality than that prescribed in the policies. Activities that produce an increased volume or concentration of waste and that discharge to existing high quality waters must meet waste discharge requirements that will “result in the best practicable treatment or control of the discharge necessary to assure that (a) a pollution or nuisance will not occur and (b) the highest water quality consistent with maximum benefit to the people of the State will be maintained.”

The effluent limitations authorized by this Order are consistent with Resolution 68-18. This Order authorizes higher total residual chlorine limits, but any increases in chlorine discharges will be minor, spatially localized, temporally limited, and unlikely to be observable in the receiving waters, particularly outside the mixing zones, because chlorine dissipates rapidly in receiving waters and because this Order requires each Discharger to implement a Chlorine Process Control Plan that targets a chlorine residual of 0.0 mg/L at the discharge point. Thus, there will not be any significant reduction in water quality in receiving waters, which are high quality as it relates to chlorine. Under the State Water Resources Control Board’s Administrative Procedures Update No. 90-004 on the implementation of antidegradation policies in NPDES permits, a simple antidegradation analysis is sufficient where, as here, a discharge will not be adverse to the intent and purpose of state and federal antidegradation policies and any reduction in water quality will be spatially localized or limited (e.g., confined to a mixing zone), temporally limited with no long-term deleterious effects on water quality, and produce minor effects that will not result in a significant reduction of water quality, among other factors.

Assuming that there will be small increases in chlorine observable near discharge outfalls, they would be consistent with the maximum benefit to the people of the state because they will reduce the use and discharge of dechlorination chemicals, which generate greenhouse gas emissions during manufacturing and delivery, place oxygen demands on receiving waters when discharged, and unnecessarily generate additional costs for dischargers. The excess use of dechlorination chemicals costs Dischargers up to \$2 million per year (Bay Area Clean Water Agencies, September 29, 2023). These funds could be better invested in other important water quality projects. This revised approach for establishing chlorine effluent limitations thus reflects the updated understanding that overdosing with dechlorination chemicals is no longer the best practicable treatment or control of chlorine because of its adverse impacts to water quality.

Compliance with the new effluent limitations will not unreasonably affect current or anticipated beneficial uses because the chlorine water quality criteria implemented in this Order are protective of most aquatic life.³ To ensure that any migration corridors for threatened and endangered species will not be compromised, the mixing zones established in this Order are small relative to the sizes of the receiving water bodies (including the narrowest water bodies: New York Slough, the Napa River, and Mare Island Strait), allowing passage. In addition, this Order requires implementation of a Chlorine Process Control Plan and continuous monitoring

³ U.S. EPA’s *Guidelines for Deriving Numerical National Water Quality Criteria for the Protection of Aquatic Organisms and Their Uses* (EPA 822-R-85-100) indicates that aquatic organisms and their uses should not be affected unacceptably by the 304(a) numeric criteria except possibly where a locally important species is very sensitive.

(with a few exceptions noted in Table F-6) to assess whether discharges comply with the new limits based on a one-hour average, both of which ensure improved process control.

The elimination of the oil and grease effluent limits is also consistent with Resolution 68-16. The elimination of these limits is not expected to result in an increased volume or concentration of oil and grease in the discharge because those limits did not drive the secondary or advanced secondary treatment performance at the facilities listed in Table 1 of the Order. Thus, removal of oil and grease limits will not result in any lowering of water quality.

V. PUBLIC PARTICIPATION

- A. Notification of Interested Parties.** The Regional Water Board notified the dischargers listed in Table 1 of the Order, and other interested agencies and persons, of its intent to amend the permits listed in Table 1, and provided an opportunity to submit written comments and recommendations. The public had access to the agenda and any changes in dates and locations through the Regional Water Board’s website at <http://www.waterboards.ca.gov/sanfranciscobay>.

Water Code section 189.7 requires the Board to engage in certain outreach activities where waste discharges may have disproportionate water quality impacts in disadvantaged or tribal communities. This Order will not have such an impact because it will not adversely impact water quality as explained in Fact Sheet section IV.B. Water Code section 13149.2 requires specific findings related to potential environmental justice, tribal impact, and racial equity considerations for reissued individual WDRs that include time schedules for achieving compliance with water quality objectives. This Order does not contain such a time schedule; therefore, the findings are not required.

- B. Written Comments.** Interested persons were invited to submit written comments concerning the tentative permit amendment as explained through the notification process. Comments were to be submitted either in person, by-email, or by mail to the attention of Robert Schlipf. Written comments were due at the Regional Water Board office by 5:00 p.m. on **September 29, 2023**.

- C. Public Hearing.** The Regional Water Board held a public hearing on the tentative permit amendment during its meeting at the following date and time:

Date: **November 8, 2023**
 Time: 9:00 a.m.
 Contact: Robert Schlipf, (510) 622-2478, Robert.Schlipf@waterboards.ca.gov.

Interested persons were provided notice of the hearing and information on how to participate. During the public hearing, the Regional Water Board heard testimony pertinent to the tentative permit amendment.

Dates and venues can change. The current agenda and any changes are posted on the Regional Water Board web address is <http://www.waterboards.ca.gov/sanfranciscobay>.

- D. Reconsideration of Amendment.** Any person aggrieved by the Regional Water Board action may petition the State Water Board to review the action in accordance with Water Code section 13320 and California Code of Regulations, title 23, section 2050. The State Water Board must

receive the petition at the following address within 30 calendar days of the Regional Water Board action:

State Water Resources Control Board
Office of Chief Counsel
P.O. Box 100, 1001 I Street
Sacramento, CA 95812-0100

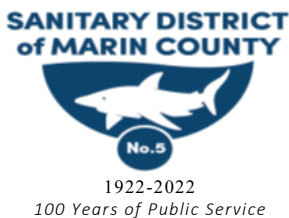
A petition may also be filed by email at waterqualitypetitions@waterboards.ca.gov.

For instructions on how to file a petition for review, see http://www.waterboards.ca.gov/public_notices/petitions/water_quality/wqpetition_instr.shtml.

- E. Information and Copying.** Supporting documents and comments received are on file. To review these documents, contact Melinda Wong the Regional Water Board's custodian of records by calling (510) 622-2300 or emailing Melinda.Wong@waterboards.ca.gov. Document copying may be arranged.
- F. Register of Interested Persons.** Any person interested in being placed on the mailing list for information regarding NPDES permits should contact the Regional Water Board and provide a name, address, and phone number.
- G. Additional Information.** Requests for additional information or questions regarding this Order should be directed to Robert Schlipf at (510) 622-2478 or Robert.Schlipf@waterboards.ca.gov.

Management

Tony Rubio District Manager
 Robin Dohrmann Office Manger
 2001 Paradise Drive
 Tiburon CA 9420
 415-435-1501 Tel
 415-435-0221 fax
www.sani5.org

Board of Directors

Tod Moody	President
Omar Arias Montez	Vice President
John Carapiet	Secretary
Catherine Benediktsson	Director
Richard Snyder	Director

Date: December 14, 2023

To: Board of Directors – Regular Board Meeting

From: District Manager – Tony Rubio

Subject: Consideration and Adoption or Resolution 2023-06: A Resolution of the Board of Directors of Sanitary District No.5 of Marin County to Authorize the Use of Approximately \$928,049 from CalPERS Reserve Funds for Payment to the California Public Employees Retirement System (CalPERS) to Pay off the Districts Unfunded Accrued Liability (UAL)

STAFF REPORT:

The District contracts with CalPERS to provide pension benefits for its retirees. CalPERS determines each year, based on actuarial methods, a percentage rate of regular salary required to fund earned pension benefits. If the total amount of accumulated contributions is less than the total forecasted cost of earned pension benefits, the difference represents a UAL.

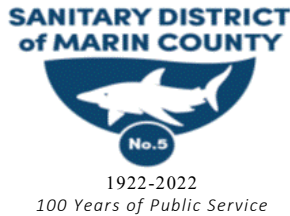
As of the June 30, 2022 actuarial report, the District's UAL is \$895,323. The District requested a pay-odd date of December 15, 2023 for the payment of this UAL balance. The most recent letter dated November 13, 2023 has a total UAL balance of \$863,956 for its Classic Members (Misc Plan 1600) As for the PEPRA member (Misc Plan 27151) the most recent letter date November 13, 2023 has UAL balance of \$64,093 and starting balance from the June 30, 2022 actuarial report of \$66,420

The current amortization schedule for these UAL balances is 20 years. If the District were to consider simply paying the annual requirement set by CalPERS the District would end up paying a total of \$1,707,063 on the original balance of \$895,323. A total of \$811,740 in interest assuming CalPERS reaches its investment return of 6.8% in each of those years for the classic formula members and in similar fashion the District would up paying a total of \$127,150 on the original balance of \$66,420, a total of \$60,730 in interest assuming the same for the PEPRA formula members.

Paying off these Liabilities now will save the District a project \$811,740 in interest for the classic members and \$60,730 for the PEPRA members assuming estimated minimum payments through 2043 per the amortization schedule.

Management

Tony Rubio District Manager
Robin Dohrmann Office Manger
2001 Paradise Drive
Tiburon CA 9420
415-435-1501 Tel
415-435-0221 fax
www.sani5.org



Board of Directors

Tod Moody President
Omar Arias Montez Vice President
John Carapiet Secretary
Catherine Benediktsson Director
Richard Snyder Director

The District several year ago anticipated this type of unfunded accrued liability by Calpers because of their inability to reach its investment target on a consistent basis, thus the District established an additional reserve in its financial reserve policy. The CalPERS reserve policy was set at \$1,000,000 and was fully funded 2 years ago.

If the Board of Directors authorizes payment of the remaining liabilities on December 15, 2023 in the amount of \$928,049 (\$863,956 Classic& \$64,093PEPRA) the remaining balances in the CALPERS Reserve account would be:

CalPERS Reserve Account: \$71,951

Recommendation:

The District Manager recommends that the Board of Directors approve and adopt Resolution 2023-06. A Resolution of the Board of Directors of Sanitary District No.5 of Marin County to authorize the use of approximately \$928,049 from the CALPERS Reserve Fund for payment to the California Public Employees Retirement System (CalPERS) to pay off the Districts Unfunded Accrued Liability (UAL) and to begin budgeting 4.5% of salary in FY 2024/2025 to begin replenishing CALPERs reserve fund.

CEQA (California Environmental Quality Act)

Exempt

FISCAL IMPACT:

TOTAL = \$928,049

Attachments:

- CalPERS Letter from Senior Pension Actuary (Shelly Chu) Specifying Pay off Amount & Lump Sum Payment Request Form.
- Amortization Schedule for the Sanitary District No.5 of Marin County

RESOLUTION NO. 2023-06

SANITARY DISTRICT NO. 5 OF MARIN COUNTY

A RESOLUTION TO AUTHORIZE USE OF APPROXIMATELY \$928,049 FROM CALPERS RESERVE FUNDS FOR PAYMENT OF CALPERS ASSUMPTION CHANGES, UNFUNDED ACCRUED, ASSET & NON-ASSET LIABILITIES

WHEREAS, the California Public Employees Retirement System (CalPERS) established risk pools to reduce or eliminate the large fluctuations in the employer’s contribution rate caused by unexpected demographic events;

WHEREAS, by mandate of CalPERS, the Sanitary District No. 5 of Marin County is responsible for a share of CalPERS’ FY2021-2022 Pooled Assumption Change Liability, Asset (Gain)/Loss Liability, and Non-Asset (Gain)/Loss Liability;

WHEREAS, the balance of these unfunded liabilities (as of December 15, 2023) is \$928,049 (nine hundred twenty eight thousand, forty nine dollars) total;

WHEREAS, the Classic Formula (Misc 1600) UAL pay off amount is for \$863,956;

WHEREAS, the PEPR Formula (Misc 127151) UAL pay off amount is for \$64,093;

WHEREAS, CalPERS treats these unfunded liabilities as loans to SD5 and has created an amortized schedule of payments that includes interest equal to the CalPERS discount rate, currently 6.8%;

WHEREAS, the SD5 has the option to make a lump sum pay-off of its share of CalPERS’ FY2021-222 Pooled Assumption Change Liability, Asset (Gain)/Loss Liability, and Non-Asset (Gain)/Loss Liability at any time;

NOW THEREFORE BE IT RESOLVED, that the SD5 Board of Directors authorizes the Sanitary District No. 5 of Marin County Board President to execute the necessary documents to make a lump sum payment of the SD5’s portion of CalPERS’ unfunded liability of approximately \$928,049.00

* * * * *

I certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly passed and adopted by the Board of Directors of Sanitary District No. 5 of Marin County, California, at a meeting thereof held on the 14th of December, 2023, by the following vote:

AYES, and in favor thereof, Directors:

NOES, Directors:

ABSTAIN, Directors:

ABSENT, Directors:

APPROVED:

ATTEST:

Tod Moody, Board President

John Carapiet, Board Secretary



California Public Employees' Retirement System

Actuarial Office

400 Q Street, Sacramento, CA 95811 | Phone: (916) 795-3000 | Fax: (916) 795-2744

888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442 | www.calpers.ca.gov

Item #5

November 13, 2023

CalPERS ID: 4163206459
 Employer Name: SANITARY DISTRICT NO. 5 OF MARIN COUNTY
 Rate Plan: MISCELLANEOUS PLAN [1600]

Re: Lump Sum Payment to reduce the Unfunded Accrued Liability

Dear Requestor:

As requested, information on the fiscal year 2024-25 employer contribution requirement following your lump sum payment is shown below.

If you are aware of others interested in this information (e.g., payroll staff, county court employees, port districts), please inform them.

The information is based on the most recent annual valuation and assumes payment by *December 15, 2023* and no further contractual or financing changes taking effect before June 30, 2024. The Unfunded Accrued Liability (UAL) will be eliminated by a lump sum payment in the amount of **\$863,956**.

There will be no change to your FY 2023-24 contributions.

Valuation as of June 30, 2022	Pre-Payment	Post-Payment
Projected 6/30/2024 Total Unfunded Liability	\$895,323	
Payment on December 15, 2023	\$863,956	
Revised 6/30/2024 Total Unfunded Liability		\$0
FY 2024-25 Employer Contributions		
Base Total Normal Cost for Formula	23.20%	23.20%
Surcharges for Class 1 Benefit		
a) FAC 1	0.78%	0.78%
Phase out of Normal Cost Difference	<u>0.00%</u>	<u>0.00%</u>
Plan's Total Normal Cost	23.98%	23.98%
Formula's Expected Employee Contribution Rate	<u>7.96%</u>	<u>7.96%</u>
Employer Normal Cost Rate	16.02%	16.02%
Employer Unfunded Liability Payment	\$31,798	\$0

The attached schedule of the plan's amortization bases includes the additional discretionary payment(s) listed above.

	Fiscal Year
Required Employer Contribution	2024-25
Employer Normal Cost Rate	16.02%
<i>Plus</i>	
Required Payment on Amortization Bases	
<i>Paid either as</i>	
1) Monthly Payment	\$0.00
<i>Or</i>	
2) Annual Prepayment Option*	\$0
<p><i>The total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll) plus the Employer Unfunded Accrued Liability (UAL) Contribution Amount (billed monthly (1) or prepaid annually (2) in dollars).</i></p> <p><i>* Only the UAL portion of the employer contribution can be prepaid (which must be received in full no later than July 31).</i></p>	

To initiate this payment, the enclosed Lump Sum Payment Request must be completed and returned to the CalPERS Fiscal Services Division with payment by Electronic Funds Transfer (EFT) or wire transfer by December 15, 2023. A copy should be sent to us.

If you have questions, please call 888 CalPERS (or 888-225-7377).



Shelly Chu, ASA, MAAA
Senior Actuary, CalPERS

Schedule of Amortization Bases

Reason for Base	Date Est.	Ramp Level 2024-25	Ramp Shape	Escalation Rate	Amort. Period	Balance 6/30/22	Expected Payment 2022-23	Balance 6/30/23	Expected Payment 2023-24	Balance 6/30/24	Minimum Required Payment 2024-25
PARTIAL FRESH START	06/30/22	20%	Up Only	0.00%	20	622,184	(1,987)	666,546	688,836	0	0
NON-INVESTMENT (GAIN)/LOSS	06/30/22	No Ramp		0.00%	20	160,835	0	171,772	177,516	0	0
TOTAL						783,019	(1,987)	838,318	866,352	0	0

This schedule assumes an additional discretionary payment is made in the amount and by the date stated on page 1 of this letter.

Additional UAL Payment Request

Please complete and return this form by either mail or e-mail.

Mail	CalPERS – FRAS Cash and Payments Processing Unit P.O. Box 942703 Sacramento, CA 94229-2703
E-mail	FCSD_public_agency_wires@calpers.ca.gov

Payment may be made by EFT or wire transfer.

Payments may be made by Electronic Funds Transfer (EFT) through myCalPERS or by wire transfer through the State Treasurer’s Office. Contact a CalPERS actuary before making a payment.

EFT through myCalPERS: Email FCSD_public_agency_wires@calpers.ca.gov at least two business days prior to the payment date. A receivable in the amount of the payment will be established. Once notified that the receivable has been established, sign in to myCalPERS and submit payment via EFT.

Wire transfer: Email FCSD_public_agency_wires@calpers.ca.gov on the day of the payment to ensure timely crediting to the correct rate plan. Any individual wire over \$5,000,000 requires 72-hour notice.

Visit [Managing the Unfunded Accrued Liability](#) for payment instructions which are located on our website www.calpers.ca.gov under the **Employers** tab and **Actuarial Resources** section. CalPERS will never request agencies wire funds for additional payments. An election for additional payments must come from the agency before a receivable is created.

Employer Name: SANITARY DISTRICT NO. 5 OF MARIN COUNTY
 CalPERS ID: 4163206459
 Member Group or Plan: MISCELLANEOUS PLAN
 Rate Plan ID: 1600

Amount: **\$863,956**

Purpose:	UAL Payoff
Base(s) to which payment is applied:	N/A

In recognition of our payment please revise our required employer contribution effective July 1, 2024:

Name and Title (Please Print): _____

Signature: _____ Date: _____

Mailing Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____



California Public Employees' Retirement System

Actuarial Office

400 Q Street, Sacramento, CA 95811 | Phone: (916) 795-3000 | Fax: (916) 795-2744

888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442 | www.calpers.ca.gov

Item #5

November 13, 2023

CalPERS ID: 4163206459
 Employer Name: SANITARY DISTRICT NO. 5 OF MARIN COUNTY
 Rate Plan: PEPRA MISCELLANEOUS PLAN [27151]

Re: Lump Sum Payment to reduce the Unfunded Accrued Liability

Dear Requestor:

As requested, information on the fiscal year 2024-25 employer contribution requirement following your lump sum payment is shown below.

If you are aware of others interested in this information (e.g., payroll staff, county court employees, port districts), please inform them.

The information is based on the most recent annual valuation and assumes payment by *December 15, 2023* and no further contractual or financing changes taking effect before June 30, 2024. The Unfunded Accrued Liability (UAL) will be eliminated by a lump sum payment in the amount of **\$64,093**.

There will be no change to your FY 2023-24 contributions.

Valuation as of June 30, 2022	Pre-Payment	Post-Payment
Projected 6/30/2024 Total Unfunded Liability	\$66,420	
Payment on December 15, 2023	\$64,093	
Revised 6/30/2024 Total Unfunded Liability		\$0
FY 2024-25 Employer Contributions		
Base Total Normal Cost for Formula	15.62%	15.62%
Surcharges for Class 1 Benefit		
None	0.00%	0.00%
Phase out of Normal Cost Difference	<u>0.00%</u>	<u>0.00%</u>
Plan's Total Normal Cost	15.62%	15.62%
Formula's Expected Employee Contribution Rate	<u>7.75%</u>	<u>7.75%</u>
Employer Normal Cost Rate	7.87%	7.87%
Employer Unfunded Liability Payment	\$2,103	\$0

The attached schedule of the plan's amortization bases includes the additional discretionary payment(s) listed above.

	Fiscal Year
Required Employer Contribution	2024-25
Employer Normal Cost Rate	7.87%
<i>Plus</i>	
Required Payment on Amortization Bases	
<i>Paid either as</i>	
1) Monthly Payment	\$0.00
<i>Or</i>	
2) Annual Prepayment Option*	\$0
<p><i>The total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll) plus the Employer Unfunded Accrued Liability (UAL) Contribution Amount (billed monthly (1) or prepaid annually (2) in dollars).</i></p> <p><i>* Only the UAL portion of the employer contribution can be prepaid (which must be received in full no later than July 31).</i></p>	

To initiate this payment, the enclosed Lump Sum Payment Request must be completed and returned to the CalPERS Fiscal Services Division with payment by Electronic Funds Transfer (EFT) or wire transfer by December 15, 2023. A copy should be sent to us.

If you have questions, please call 888 CalPERS (or 888-225-7377).



Shelly Chu, ASA, MAAA
Senior Actuary, CalPERS

Schedule of Amortization Bases

Reason for Base	Date Est.	Ramp Level 2024-25	Ramp Shape	Escalation Rate	Amort. Period	Balance 6/30/22	Expected Payment 2022-23	Balance 6/30/23	Expected Payment 2023-24	Balance 6/30/24	Minimum Required Payment 2024-25
PARTIAL FRESH START	06/30/22	20%	Up Only	0.00%	20	44,025	(5,731)	52,941	54,711	0	0
NON-INVESTMENT (GAIN)/LOSS	06/30/22	No Ramp		0.00%	20	8,661	0	9,250	9,559	0	0
TOTAL						52,686	(5,731)	62,191	64,270	0	0

This schedule assumes an additional discretionary payment is made in the amount and by the date stated on page 1 of this letter.

Additional UAL Payment Request

Please complete and return this form by either mail or e-mail.

Mail	CalPERS – FRAS Cash and Payments Processing Unit P.O. Box 942703 Sacramento, CA 94229-2703
E-mail	FCSD_public_agency_wires@calpers.ca.gov

Payment may be made by EFT or wire transfer.

Payments may be made by Electronic Funds Transfer (EFT) through myCalPERS or by wire transfer through the State Treasurer’s Office. Contact a CalPERS actuary before making a payment.

EFT through myCalPERS: Email FCSD_public_agency_wires@calpers.ca.gov at least two business days prior to the payment date. A receivable in the amount of the payment will be established. Once notified that the receivable has been established, sign in to myCalPERS and submit payment via EFT.

Wire transfer: Email FCSD_public_agency_wires@calpers.ca.gov on the day of the payment to ensure timely crediting to the correct rate plan. Any individual wire over \$5,000,000 requires 72-hour notice.

Visit [Managing the Unfunded Accrued Liability](#) for payment instructions which are located on our website www.calpers.ca.gov under the **Employers** tab and **Actuarial Resources** section. CalPERS will never request agencies wire funds for additional payments. An election for additional payments must come from the agency before a receivable is created.

Employer Name: SANITARY DISTRICT NO. 5 OF MARIN COUNTY
 CalPERS ID: 4163206459
 Member Group or Plan: PEPRA MISCELLANEOUS PLAN
 Rate Plan ID: 27151

Amount: **\$64,093**

Purpose:	UAL Payoff
Base(s) to which payment is applied:	N/A

In recognition of our payment please revise our required employer contribution effective July 1, 2024:

Name and Title (Please Print): _____

Signature: _____ Date: _____

Mailing Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Amortization Schedule and Alternatives

The amortization schedule on the previous page(s) shows the minimum contributions required according to the CalPERS amortization policy. Many agencies have expressed a desire for a more stable pattern of payments or have indicated interest in paying off the unfunded accrued liabilities more quickly than required. As such, we have provided alternative amortization schedules to help analyze the current amortization schedule and illustrate the potential savings of accelerating unfunded liability payments.

Shown on the following page are future year amortization payments based on 1) the current amortization schedule reflecting the individual bases and remaining periods shown on the previous page, and 2) alternative "fresh start" amortization schedules using two sample periods that would both result in interest savings relative to the current amortization schedule. To initiate a fresh start, please contact the plan actuary.

The Current Amortization Schedule typically contains both positive and negative bases. Positive bases result from plan changes, assumption changes, method changes or plan experience that increase unfunded liability. Negative bases result from plan changes, assumption changes, method changes, or plan experience that decrease unfunded liability. The combination of positive and negative bases within an amortization schedule can result in unusual or problematic circumstances in future years, such as:

- When a negative payment would be required on a positive unfunded actuarial liability; or
- When the payment would completely amortize the total unfunded liability in a very short time period, and results in a large change in the employer contribution requirement.

In any year when one of the above scenarios occurs, the actuary will consider corrective action such as replacing the existing unfunded liability bases with a single "fresh start" base and amortizing it over an appropriate period.

The Current Amortization Schedule on the following page may appear to show that, based on the current amortization bases, one of the above scenarios will occur at some point in the future. It is impossible to know today whether such a scenario will in fact arise since there will be additional bases added to the amortization schedule in each future year. Should such a scenario arise in any future year, the actuary will take appropriate action based on guidelines in the CalPERS amortization policy.

Amortization Schedule and Alternatives (continued)

Date	<u>Current Amortization Schedule</u>		<u>Alternate Schedules</u>			
	Balance	Payment	20 Year Amortization		15 Year Amortization	
			Balance	Payment	Balance	Payment
6/30/2024	895,323	31,798	895,323	80,511	895,323	93,923
6/30/2025	923,344	47,100	873,002	80,511	859,141	93,923
6/30/2026	937,456	62,401	849,163	80,511	820,499	93,923
6/30/2027	936,715	77,703	823,703	80,511	779,229	93,923
6/30/2028	920,110	93,003	796,511	80,511	735,153	93,923
6/30/2029	886,564	93,004	767,470	80,510	688,080	93,923
6/30/2030	850,737	93,004	736,456	80,511	637,806	93,923
6/30/2031	812,473	93,003	703,332	80,510	584,113	93,922
6/30/2032	771,608	93,004	667,956	80,511	526,770	93,923
6/30/2033	727,963	93,004	630,174	80,510	465,526	93,922
6/30/2034	681,351	93,005	589,824	80,511	400,119	93,922
6/30/2035	631,567	93,003	546,729	80,511	330,264	93,923
6/30/2036	578,401	93,004	500,703	80,511	255,658	93,922
6/30/2037	521,618	93,004	451,547	80,510	175,980	93,923
6/30/2038	460,974	93,004	399,050	80,510	90,883	93,922
6/30/2039	396,206	93,004	342,983	80,511		
6/30/2040	327,034	93,004	283,102	80,510		
6/30/2041	253,158	93,004	219,151	80,511		
6/30/2042	174,259	93,004	150,850	80,510		
6/30/2043	89,994	93,003	77,905	80,510		
6/30/2044						
6/30/2045						
6/30/2046						
6/30/2047						
6/30/2048						
6/30/2049						
Total		1,707,063		1,610,212		1,408,840
Interest Paid		811,740		714,889		513,517
Estimated Savings				96,851		298,223

Amortization Schedule and Alternatives

The amortization schedule on the previous page(s) shows the minimum contributions required according to the CalPERS amortization policy. Many agencies have expressed a desire for a more stable pattern of payments or have indicated interest in paying off the unfunded accrued liabilities more quickly than required. As such, we have provided alternative amortization schedules to help analyze the current amortization schedule and illustrate the potential savings of accelerating unfunded liability payments.

Shown on the following page are future year amortization payments based on 1) the current amortization schedule reflecting the individual bases and remaining periods shown on the previous page, and 2) alternative "fresh start" amortization schedules using two sample periods that would both result in interest savings relative to the current amortization schedule. To initiate a fresh start, please contact the plan actuary.

The Current Amortization Schedule typically contains both positive and negative bases. Positive bases result from plan changes, assumption changes, method changes or plan experience that increase unfunded liability. Negative bases result from plan changes, assumption changes, method changes, or plan experience that decrease unfunded liability. The combination of positive and negative bases within an amortization schedule can result in unusual or problematic circumstances in future years, such as:

- When a negative payment would be required on a positive unfunded actuarial liability; or
- When the payment would completely amortize the total unfunded liability in a very short time period, and results in a large change in the employer contribution requirement.

In any year when one of the above scenarios occurs, the actuary will consider corrective action such as replacing the existing unfunded liability bases with a single "fresh start" base and amortizing it over an appropriate period.

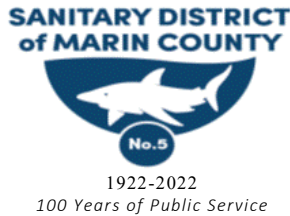
The Current Amortization Schedule on the following page may appear to show that, based on the current amortization bases, one of the above scenarios will occur at some point in the future. It is impossible to know today whether such a scenario will in fact arise since there will be additional bases added to the amortization schedule in each future year. Should such a scenario arise in any future year, the actuary will take appropriate action based on guidelines in the CalPERS amortization policy.

Amortization Schedule and Alternatives (continued)

Date	<u>Current Amortization Schedule</u>		<u>Alternate Schedules</u>			
	Balance	Payment	20 Year Amortization		15 Year Amortization	
			Balance	Payment	Balance	Payment
6/30/2024	66,420	2,103	66,420	5,973	66,420	6,968
6/30/2025	68,763	3,319	64,764	5,973	63,736	6,968
6/30/2026	70,009	4,534	62,995	5,973	60,869	6,968
6/30/2027	70,084	5,749	61,106	5,973	57,807	6,968
6/30/2028	68,908	6,965	59,088	5,973	54,537	6,968
6/30/2029	66,396	6,965	56,933	5,972	51,045	6,968
6/30/2030	63,713	6,965	54,633	5,973	47,315	6,968
6/30/2031	60,848	6,966	52,175	5,972	43,331	6,967
6/30/2032	57,787	6,965	49,551	5,973	39,078	6,968
6/30/2033	54,519	6,966	46,748	5,972	34,534	6,967
6/30/2034	51,027	6,965	43,755	5,973	29,682	6,967
6/30/2035	47,299	6,966	40,558	5,973	24,500	6,967
6/30/2036	43,317	6,966	37,143	5,972	18,966	6,968
6/30/2037	39,064	6,965	33,497	5,972	13,055	6,968
6/30/2038	34,522	6,965	29,603	5,973	6,742	6,967
6/30/2039	29,672	6,965	25,443	5,972		
6/30/2040	24,492	6,965	21,001	5,972		
6/30/2041	18,960	6,966	16,257	5,972		
6/30/2042	13,051	6,966	11,191	5,973		
6/30/2043	6,739	6,964	5,779	5,972		
6/30/2044						
6/30/2045						
6/30/2046						
6/30/2047						
6/30/2048						
6/30/2049						
Total		127,150		119,451		104,515
Interest Paid		60,730		53,031		38,095
Estimated Savings				7,699		22,635

Management

Tony Rubio District Manager
Robin Dohrmann Office Manger
2001 Paradise Drive
Tiburon CA 9420
415-435-1501 Tel
415-435-0221 fax
www.sani5.org



Tod Moody President
Omar Arias Montez Vice President
John Carapiet Secretary
Catherine Benediktsson Director
Richard Snyder Director

Date: December 14, 2023

To: Board of Directors – Regular Board Meeting

From: District Manager – Tony Rubio

Subject: Review of quotes for the installation of sliding glass doors and office partitions and provide District Manager authorization to proceed with the ordering and scheduling of the office partitions

STAFF REPORT:

The district recently performed a office layout reconfiguration in which the two superintendents were moved in the main office for improved communications and also to provide additional space in the break room for staff to take breaks and lunch uninterrupted.

As a result of this reorganization, it was determined that office partitioning would be required to perform the administrative and financial duties of District efficiently and effectively.

The District Manager and Office Manager would need the ability to have some privacy for confidential matters and thus the sliding door would solve this item. The permits/reception area and boardroom would be the only area that is accessible to the public while keeping the office area closed off to public access. The other sliding door would allow this to happen thus allowing an interruption-free environment for staff to perform there duties. The staff that has the most public contact – the Permits Technician and the District Manager are closest to the entry door and would provide the best customer service solutions for our visitors and rate payers.

The district solicited quotes from vendors for this endeavor and two responsive contractors replied with proposals. The proposals are attached for review.

FISCAL IMPACT:

\$23,340 for office partitions/sliding glass doors. Total of \$23,340 of unbudgeted funds for the main plant.

CEQA (California Environmental Quality Act)

Exempt

Recommendation:

To accept the proposal from Dotto Glass and authorize the District Manager to proceed with order and installation of doors and office partition and perform a budget amendment for the \$23,240

ATTACHMENTS:

Office Partition Quotes

DOTTO GLASS, INC.

74 Mitchell Blvd.
 San Rafael, CA 94903
 Phone 415/479-1274 • Fax 415/479-2676
 Lic. #225824

Proposal Submitted To: TONY MARIN SANITARY DISTRICT #5		Phone: 435-1501	Fax:	Date 11/21/23
Street 2100 PARADISE DRIVE		Cell Phone: 716-7224	Email Address: trubio@sani5.org	
City, State and Zip Code TIBURON, CA 94920		Job Name		
Architect	Date of Plans	Job Location		

We hereby submit specifications and estimate for:

BRONZE ANODIZED ALUMINUM OFFICE PARTITION & SLIDING DOORS
 GLAZED WITH CLEAR TEMPERED INSULATED WITH BRONZE SPACERS

ADD TO EXISTING PARTITION
 1 – 36” X 107” FIXED 3 LITES HIGH

ADD 2 ARCADIA 2820 SERIES SLIDING DOORS WITH TRANSOMS
 ONE IN LINE WITH EXISTING PARTITION AND ONE PERPENDICULAR TO EXISTING PARTITION

2 – 96” X 84” DOOR WITH 34” TRANSOMS

SEE ATTACHED CONCEPT DRAWING

EXCLUSIONS: FINAL CLEANING, PROTECTION, SHOP DRAWINGS, MOCK UPS, STRUCTURAL
 AND/OR ENGINEERING CALCS

NOT RESPONSIBLE FOR BUILDING FEES, PERMITS, PAINTING, ALARM SYSTEMS, INCLUDING CONTACTS.

TWENTY THREE THOUSAND THREE HUNDRED FORTY DOLLARS..... (\$23,340.00)

PRICE INCLUDES MATERIAL AND SALES TAX IN ACCORDANCE WITH ABOVE SPECIFICATIONS.

Payment to be made as follows:

**Balance charged to house account – Net 30 days.
 Signed proposal and deposit required to process order**

Price is based on payment being made by check or cash. A 4% convenience fee will be added to projects over \$5,000.00 if paid by credit card

MIKE JEAN
 AUTHORIZED SIGNATURE

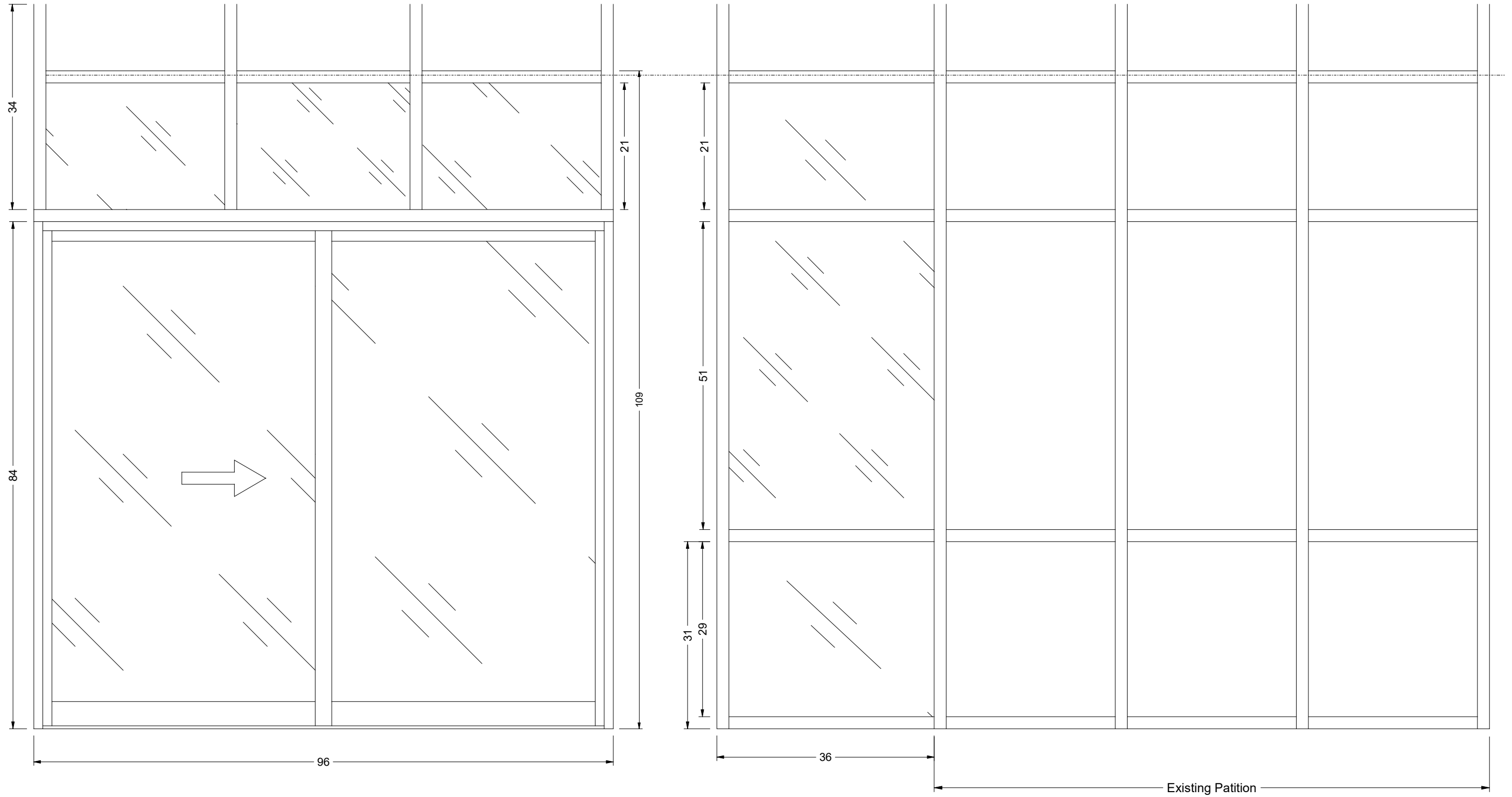
NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF IT IS NOT ACCEPTED WITHIN 30 DAYS

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance _____

AS



- Add to existing office partition
- New Sliding Door and transom in line with partition
- New Sliding Door and transom perpendicular to partition



Glass & Sash Inc.

Proposal

Page 1 of 2

425 Irwin Street * San Rafael, Ca. 94901

(415) 456-2240 * (415) 457-8274

Contractors License No. 173807 & DIR No. 1000018727

Proposal submitted to: MARIN SANITARY DISTRICT #5			Job Name:		Date 10/12/2023	
Street:			Job Location:			
City, TIBURON			City,			
State C.A.	Zip Code	Phone:	Fax:	State C.A.	Quote#	E-mail:

We hereby submit specifications and estimates for the following:
SUBJECT TO PROMPT ACCEPTANCE WITHIN 60 DAYS AND TO ALL CONDITIONS STIPULATED ON PAGE TWO, WE PROPOSE TO FURNISH THE MATERIAL AND LABOR NECESSARY TO PROVIDE GLAZING WORK AS LISTED BELOW:

We propose to furnish and install the followingas listed below

**DARK BRONZE ANODIZED 2" X 4 1/2" CENTER GLAZE ALUMINUM STOREFRONT
CLEAR TEMPERED INSULATED GLASS**

- 1 - 3-0 X 10-0 NARROW STILE DOOR WITH TRANSOM**
- 1 - 8-0 X 10-0 WITH PATIO DOOR**
- 1 - 8-0 X 11-0 WITH PATIO DOOR**

EXCLUDE: CLEANING & PROTECTION

We Propose hereby to furnish material and labor – complete in accordance with the above specifications, for the sum of: **THIRTY FOUR THOUSAND ONE HUNDRED NINETY FIVE DOLLARS**
A 4% CONVENIENCE FEE WILL BE ADDED TO AMOUNT AS INDICATED ABOVE FOR AMOUNTS OVER \$5000.00 IF PAID BY CREDIT CARD. PRICE ABOVE IS BASED ON PAYMENT TO BE MADE BY CASH OR CHECK.

\$34,195.00

Payment to be made as follows:

One-Half Non-Refundable Deposit & Balance Upon Completion

GLASS CLEANING IS NOT INCLUDED IN THIS PROPOSAL
See reverse side for TERMS, CONDITIONS, and WARRANTY information.
Terms of sale for customers who have secured prior credit approval are net 10th of month following date of invoice, NO RETENTIONS ALLOWED.
If payment is not made by the date due, any unpaid balance will bear interest, service and carrying charges at the rate of 1 1/2 % per month until paid.
ANY CONTRACT FORM OTHER THAN THIS PROPOSAL IS SUBJECT TO MUTUALLY AGREEABLE CHANGES AND CLARIFICATIONS.

Authorized Signature

X *Tom Hess*

Printed Name

X Tom Hess

Note: This Proposal may be withdrawn by us if not accepted within **30** days

Acceptance of proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

X

Signature

X

Date of Acceptance

CONDITIONS OF PROPOSAL

Acceptance of this proposal by Buyer shall be acceptance of all terms and conditions recited herein which shall supersede any conflicting terms in any other contract or bid document. Any of the Buyer's terms and conditions in addition to or different from this proposal are subject to review and acceptance by Seller. Buyer's agreement herewith shall be indicated by Buyer's signature or by permitting Seller to commence work on the project.

1. SCOPE: This proposal is based on conditions stipulated on page one and state and federal safety glazing requirements. Seller assumes no responsibility for the application and/or acquisition of building permits, approvals from any government agencies, or compliance with any local building codes not specifically detailed in plans, specifications or bid documents. All such costs shall be borne by the Buyer.

2. PAYMENTS: The Buyer shall pay the Seller monthly progress payments on or before the 15th day of each month for the value of the work completed and the value of material suitably stored on or off site during the proceeding month. Payments due the Seller shall not be contingent upon receipt of funds from the Owner. Retention shall neither exceed ten (10%) percent nor be a higher percentage than actually withheld by the owner with respect to Seller's work. Final payment shall be due 30 days after the work described on the reverse side is substantially complete. If the Seller does not receive progress payments within seven (7) days after the date such payment is due, as defined above, then the Seller, upon giving an additional twenty-four (24) hours written notice to Buyer, and without prejudice to and in addition to any of his legal remedies, may stop work until payment of full amount owed to the Seller has been received. Unpaid payments shall bear interest, at the rate of 1-1/2% per month, from the date payment is due, whether or not interest has been paid to the Buyer for the Seller's work. Final payment shall not waive Seller's claim rights identified in writing as unsatisfied at the time of payments labeled as final.

3. TIME: Seller will require 8 to 10 weeks after Seller has receive approved shop drawings and/or is able to take rough opening measurements, to complete installation. If the progress of the Seller's work is substantially delayed without the fault or responsibility of the Seller, then the time for the Seller's work shall be extended accordingly. The Seller shall also be entitled to an equitable adjustment for demonstrated costs and damages resulting from such delays.

4. CHANGES/ADDITIONS: Seller is not responsible for errors and/or omissions in any plans and specifications provided by others. Any dispute concerning interpretation of plans and specifications, or any changes, additions, deletions or other revisions will be agreed upon between the Buyer and Seller prior to the commencement of such work and the Contract sum and time adjusted accordingly. The validity of any claim for extras or damages shall not be dependent upon acceptance of such claim by the Owner or receipt of funds there for. No force account work will be allowed.

5. BACKCHARGES: No back charge or claim of the Buyer for services shall be valid except by an agreement in writing by the Seller before the work is executed, except in the case of Seller's failure to meet any requirement of this proposal. In such event, the Buyer shall notify the Seller of such default, in writing, and allow the Seller reasonable time to correct any deficiency before incurring any cost chargeable to the Seller.

6. PROTECTION & CLEANING: The Seller shall not be responsible for protection and/or cleaning of its work once in place and substantially complete. Theft of or damage to material furnished or installed under this proposal after delivery or installation, even if before acceptance of the work, is the responsibility of the Buyer.

7. ROOF DAMAGE: The Seller shall not be responsible for damage to roofing materials during installation of skylights or solariums. It shall be the responsibility of the Buyer to protect the roof to facilitate installation of Seller's materials.

8. DRAWINGS & SPECIFICATIONS: If drawings & specifications are to be included as part of this proposal or any subcontract agreement, the Seller shall be supplied one complete set at no cost to the Seller.

9. LIQUIDATED DAMAGES: The Buyer shall make no demand for liquidated damages in any sum in excess of such amount as may be specifically stated in this Proposal, and liquidated damages shall be assessed against the Seller only for his negligent acts and his failure to act in accordance with the terms of this agreement, and in no case for delays or causes arising outside the scope of this Proposal or for which other persons are responsible. No liquidated damages may be assessed against Seller for more than the amount paid by Buyer for unexcused delay to the extent caused by Seller. Seller assumes no liability for delays due to or caused by others, acts of God, labor strikes, submittal approvals, material availability, and other circumstances beyond his control.

10. LABOR RELATIONS: Seller is signatory to an agreement with the Glaziers & Glass Workers Union and shall not be required to violate any provision of said agreement.

11. INDEMNITY: All issues of indemnity shall be determined in accordance with the laws of the State of California. This agreement expressly precludes indemnification of the Buyer, owner, architect, their agents or servants, or other third parties for their own passive or active negligence. Seller's liability is limited to the direct cost resulting from personal injury and property damage to the extent caused by Seller, its employees or agents during performance of its work.

12. ARBITRATION: All disputes between Buyer and Seller shall be resolved by binding arbitration conducted by the American Arbitration Association in San Francisco, California. The prevailing party in any such proceedings shall recover all costs of proceedings, including reasonable attorney's fees.

13. WARRANTY: Seller shall furnish Buyer with a written warranty certifying that all work performed under this agreement was furnished and/or installed in complete accordance with this agreement. Seller's warranty shall certify that the installation will be free of defects in design, material and construction, including leakage, for a period of Two Years from the date of installation. Glass is warranted against defective materials, delamination, seal failure and defects in manufacture per the glass manufacturer's standard warranty only. Glass breakage of any kind, including thermal stress breakage, is specifically excluded from all product warranties. Seller's warranty shall not exceed the purchase price of the original product to be found defective. In no event shall the Seller be responsible for consequential damages of any kind or for the cost of removal and/or replacement of adjacent material associated with the repair or replacement of any defective material covered by this warranty. The warranty stated is in place of all other warranties, express or implied. Seller expressly disclaims any other warranties, including warranties of merchantability and fitness for a particular purpose. Although Seller may have suggested the product or developed the product at the Buyer's request, it is the Buyer's responsibility to test and determine the suitability of the product for the Buyer's intended use and purpose and the Buyer assumes all risk and liability whatsoever regarding such suitability. Any material or labor not paid for in full is excluded from all warranties.

14. VARIATIONS, STANDARD AND TOLERANCES: Except in the particulars specified by Buyer and expressly agreed to in writing by the Seller, all goods shall be produced in accordance with the Seller's standard practices. All goods, including goods produced to meet exact specifications, shall be subject to tolerances and variations consistent with usage of the trade and regular factory practices concerning dimensions, weight, straightness, section, composition, mechanical properties, clarity, imperfections and quality.

15. FACILITIES: The buyer shall furnish all temporary site facilities including suitable storage space, temporary electrical, water and restroom facilities at not cost to Seller.

Initial



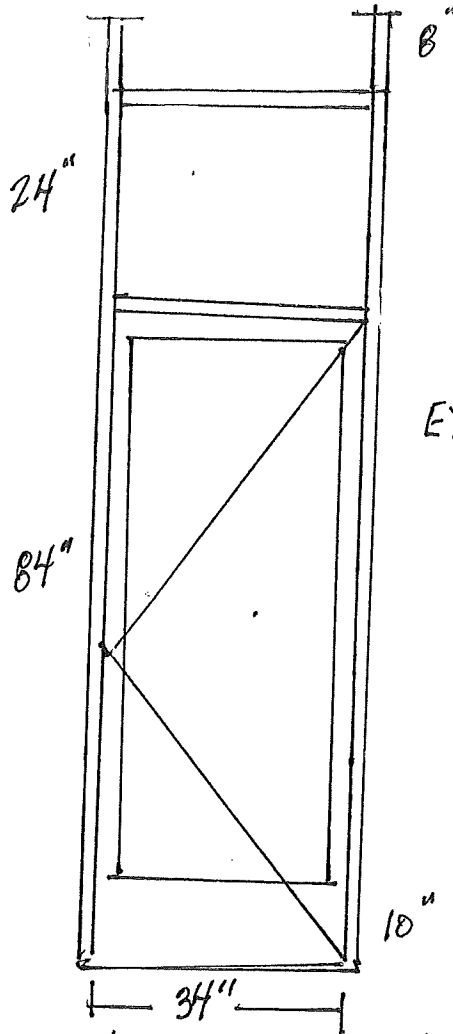
GLASS
& SASH
INCORPORATED

E-MAIL: tom@glassandsash.com

Serving The Industry Since 1958. Lic. No. 173807
425 IRWIN STREET, SAN RAFAEL, CA. 94901

Telephone (415) 456-2240
Fax (415) 457-8274

ATTACHMENTS TO CONCRETE



DARK BRONZE ANODIZED
CLEAR TEMPERED INSULATED
GLASS WITH DARK SPACER

EXISTING JAMB

NARROW STILE DOOR
KEY LOCK/THUMB TURN
BACK TO BACK 10" OFFSET PULLS
CONTINUOUS GEAR HINGE
OVERHEAD CONCEALED CLOSER
DOUBLE ACTING (HOLD OPEN)

WILL NOT MEET ADA
HANDICAP ACCESS
(NO THRESHOLD)

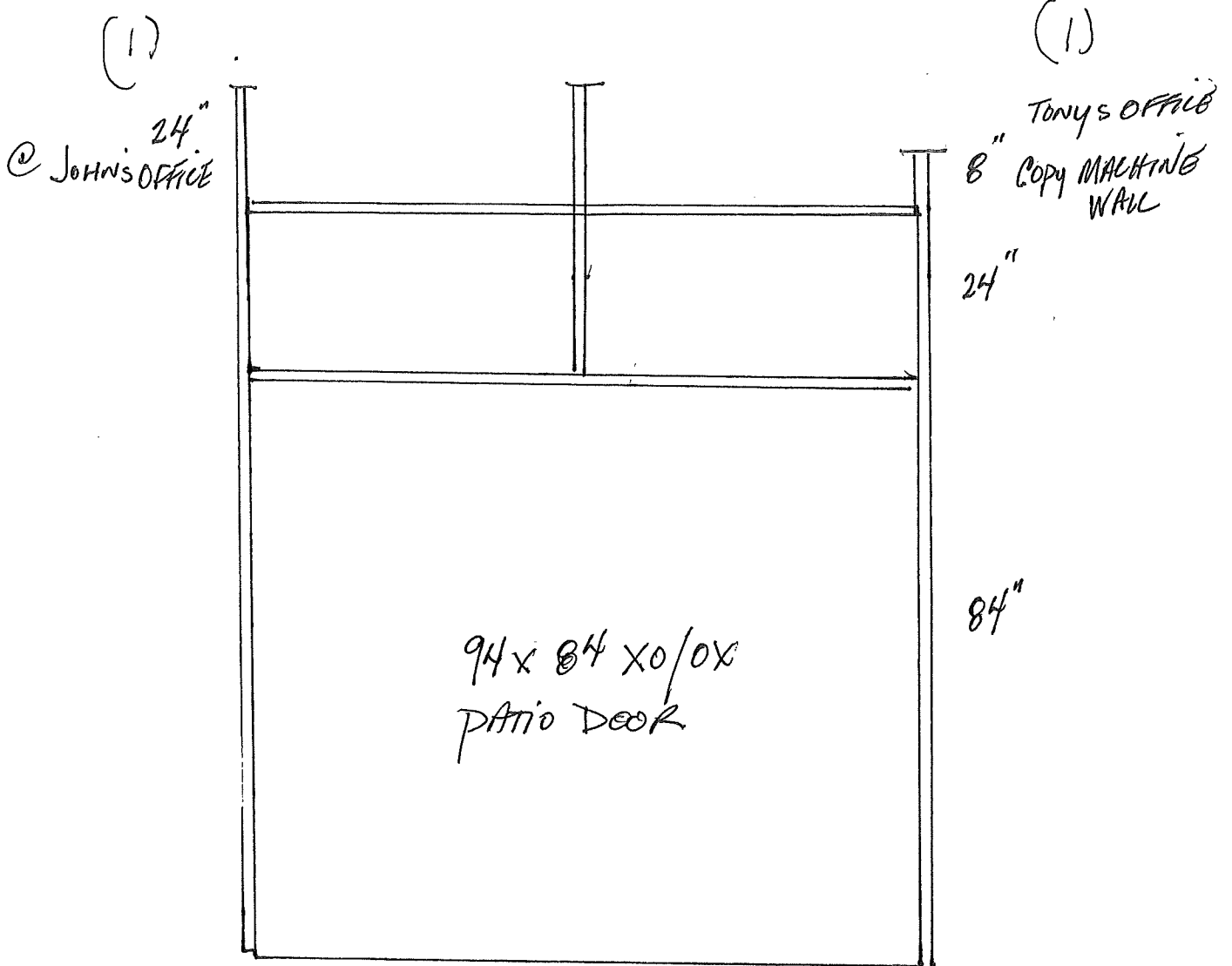


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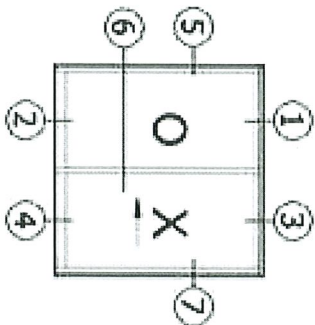




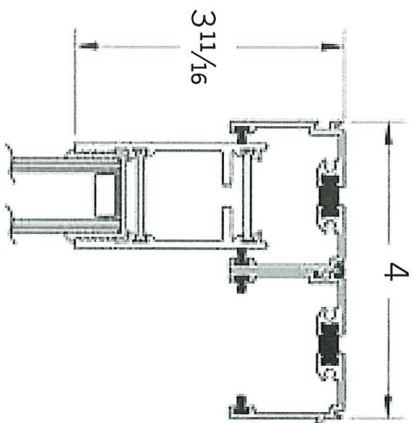
ALL WEATHER
ARCHITECTURAL ALUMINUM

SERIES 8100
ASSEMBLY DRAWINGS

OX SLIDING DOOR

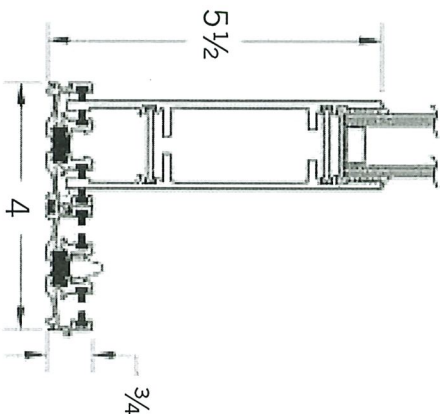


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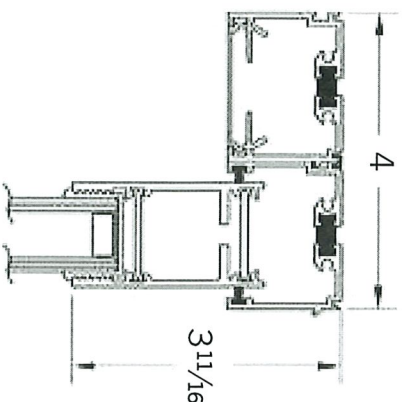


THERMAL BREAK FRAME
GRAFT SOUND TRANSMISSION

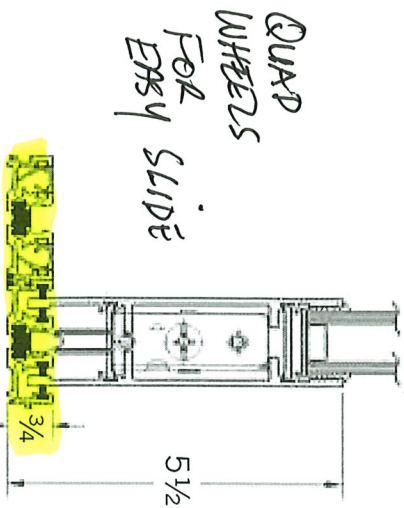
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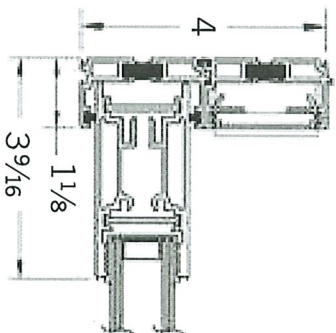
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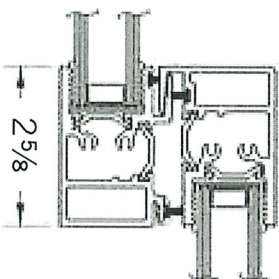
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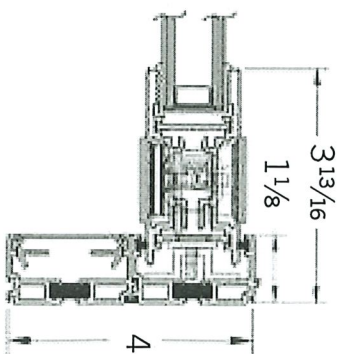
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6



7



RESOLUTION NO. 2023-07

**A RESOLUTION OF SANITARY DISTRICT NO. 5 OF MARIN COUNTY ADOPTING
A POLICY FOR INVESTMENT OF DISTRICT FUNDS**

WHEREAS, Sanitary District No. 5 of Marin County, California (District) is a special enterprise district formed under the Sanitary District Act of 1923, Health and Safety Code §6400 et seq., and is a local agency subject to State of California laws governing the investment of public funds; and

WHEREAS, The Legislature of the State of California has declared that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern per Government Code §53600.6 and §53630.1; and

WHEREAS, Government Code §5921 and §53601 et seq. allow the legislative body of a local agency to invest surplus monies not required for the immediate necessities of the local agency; and,

WHEREAS, The fiscal officer of a local agency, here the District Manager, is required to annually prepare and submit a statement of investment policy and such policy, and any changes thereto, is to be considered by the local agency’s legislative body at a public meeting per Government Code §53646(a); and

WHEREAS, to ensure prudent and responsible management of the public’s funds, it is the policy of the District to invest funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the District and conforming to all statutes governing the investment of District funds; and

WHEREAS, on November 16, 2023, the District Board met to review and discuss the attached Policy for Investment of District Funds and consider adopting said Policy via Resolution at a future meeting; and

WHEREAS, the District Board met on December 14, 2023, and voted to adopt the attached Policy for Investment of District Funds ; and

* * * * *

NOW, THEREFORE, BE IT RESOLVED that the District hereby adopts the attached Policy for Investment of District Funds and authorizes and directs the District Manager to implement and administer said Policy.

DULY AND REGULARLY ADOPTED this 14th day of December, 2023.

SANITARY DISTRICT NO. 5

Tony Rubio, District Manager

ATTEST:

Tod Moody, Board President

John Carapiet, Board Secretary

Attachment: Policy for Investment of District Funds

Sanitary District No. 5 of Marin County

POLICY HANDBOOK

POLICY TITLE: Investment of District Funds

POLICY NUMBER: 3035

3035.1 PREMISE

The Legislature of the State of California has declared that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern (Government Code §53600.6 and §53630.1), and,

Government Code §5921 and §53601, et seq., allow the legislative body of a local agency to invest surplus monies not required for the immediate necessities of the local agency, and,

The Fiscal Officer of a local agency is required to annually prepare and submit a statement of investment policy and such policy, and any changes thereto, is to be considered by the local agency's legislative body at a public meeting (Government Code §53646(a)).

For these reasons, and to ensure prudent and responsible management of the public's funds, it is the policy of the Sanitary District No. 5 of Marin County (District) to invest funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the District and conforming to all statutes governing the investment of District funds.

3035.2 SCOPE

This investment policy applies to all financial assets of Sanitary District No. 5 of Marin County. These funds are accounted for in the Independent Annual Financial Report and include:

3035.2.1 JP Morgan Chase Transfer Account: Account used to wire transfer State Local Agency Investment Funds into Chase Transfer account to cover accounts payable (checks that are written and approved monthly) It is also used as the account in which funds are deposited from the County of Marin through remittances- from this account we wire funds to LAIF for deposit. Used as the main account to transfer to Payroll account and Primary account.

3035.2.2 JP Morgan Chase Primary Account: Is the account in which approved checks and EFT's are withdrawn from. The Office Manager collects invoices and prepares them for

District Manager approval and finally board approval on a monthly basis. After the checks are reconciled, funds to cover invoices are transferred from the Transfer account to the Primary account.

3035.2.3 JP Morgan Chase Payroll Account: Payroll is prepared inhouse. All paychecks and pay vouchers (direct deposit) are processed through the District's payroll account. After the checks and vouchers are reconciled, funds to cover payroll are transferred from the Transfer Account to the payroll account.

3035.2.4 Petty Cash account: The District maintains a Petty cash account with a balance not to exceed 1,000.00 This account is for small purchases.

3035.2.5 Local Agency Investment Fund (LAIF) Account: Operating, Cash flow, and capital reserves are invested in LAIF that is regulated by Government Code §16429 under the oversight of the treasurer of the State of California. The balance is available for withdrawal on demand.

3035.2.6 Debt Service Fund: Loan -Taxable Advance Refunding of 2012 Revenue Bonds This loan is the Districts Debt Service for the Main Plant Rehabilitation Project that was completed in 2014. Funds for the annual payment of the loan are identified in the Districts CIP Budget and paid through the JP Morgan Primary Account.

3035.3 PRUDENCE

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs; not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. The standard of prudence to be used by investment officials shall be the "prudent investor" standard (Government Code §53600.3) and shall be applied in the context of managing an overall portfolio. The Board of Directors acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations for expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

3035.4 OBJECTIVES

As specified in Government Code §53600.5, when investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds, the primary objectives of the investment activities, in priority order, shall be:

3035.4.1 Safety: Safety of principal is the foremost objective of the investment program. Investments of Sanitary District No. 5 of Marin County shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this

objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

3035.4.2 Liquidity: The investment portfolio will remain sufficiently liquid to enable Sanitary District No. 5 of Marin County to meet all operating requirements which might be reasonably anticipated.

3035.4.3 Return on Investments: The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio.

3035.5 DELEGATION OF AUTHORITY

Authority to manage the investment program is derived from Government Code §§53600, et seq. Management responsibility for the investment program is hereby delegated to the Board of Directors, who shall establish written procedures for the operation of the investment program consistent with this investment policy. Procedures should include references to: safekeeping, PSA repurchase agreements, wire transfer agreements, collateral/depository agreements and banking services contracts, as appropriate. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Board of Directors. The District Manager or Members of The Board of Directors shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials. Under the provisions of Government Code §53600.3, the District Manager and the Board of Directors will be the trustee and fiduciary subject to the prudent investor standard.

3035.6 ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

3035.7 AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

The District Manager and Board of Directors will maintain a list of financial institutions, selected on the basis of credit worthiness, financial strength, experience and minimal capitalization authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness that are authorized to provide investment and financial advisory services in the State of California. No public deposit shall be made except in a qualified public depository as established by state laws.

For brokers/dealers of government securities and other investments, the Board of Directors shall select only broker/dealers who are licensed and in good standing with the

California Department of Securities, the Securities and Exchange Commission, the National Association of Securities Dealers or other applicable self-regulatory organizations.

Before engaging in investment transactions with a broker/dealer, the District Manager and the Board of Directors shall have received from said firm a signed Certification Form. This form shall attest that the individual responsible for Sanitary District No. 5 of Marin County account with the firm has reviewed Sanitary District No. 5 of Marin County Investment Policy and that the firm understands the policy and intends to present investment recommendations and transactions to Sanitary District No. 5 of Marin County that are appropriate under the terms and conditions of the Investment Policy.

3035.8 AUTHORIZED AND SUITABLE INVESTMENTS

Sanitary District No. 5 of Marin County is empowered by Government Code §53601, et seq., to invest in the following:

3035.8.1 Bonds issued by Sanitary District No. 5 of Marin County.

3035.8.2 United States Treasury Bills, Notes & Bonds.

3035.8.3 Registered state warrants or treasury notes or bonds issued by the State of California.

3035.8.4 Bonds, notes, warrants or other evidence of debt issued by a local agency within the State of California, including pooled investment accounts sponsored by the State of California, County Finance Division Managers, other local agencies or Joint Powers Agencies.

3035.8.5 Obligations issued by agencies or instrumentalities of the United States Government.

3035.8.6 Bankers' acceptances with a term not to exceed 270 days. Not more than 40% of surplus funds can be invested in bankers' acceptances and no more than 30% of surplus funds can be invested in the banker's acceptances of any single commercial bank.

3035.8.7 Prime commercial paper of U.S. corporations with assets greater than \$500 million, with a term not to exceed 180 days and the highest ranking issued by Moody's Investors Service (Moody's) or Standard & Poor's Corporation (S&P). Commercial paper cannot exceed 15% of total surplus funds, provided that, if the average maturity of all commercial paper does not exceed 31 days, up to 30% of surplus funds can be invested in commercial paper.

3035.8.8 Negotiable certificates of deposit issued by federally or state chartered banks or associations. Not more than 30% of surplus funds can be invested in certificates of deposit.

3035.8.9 Repurchase/reverse repurchase agreements of any securities authorized by this Section. Securities purchased under these agreements shall be no less than 102% of market value. (See special limits in Government Code §53601(i))

3035.8.10 Medium term notes (not to exceed 5 years) of U.S. corporations rated "A" or better by Moody's or S&P. Not more than 30% of surplus funds can be invested in medium term notes.

3035.8.11 Shares of beneficial interest issued by diversified management companies (money market mutual funds) investing in the securities and obligations authorized by this Section. Such funds must carry the highest rating of at least two of the three largest national rating agencies. Not more than 15% of surplus funds can be invested in money market mutual funds.

3035.8.12 Funds held under the terms of a trust indenture or other contract or agreement may be invested according to the provisions of those indentures or agreements.

3035.8.13 Collateralized bank deposits with a perfected security interest in accordance with the Uniform Commercial Code (UCC) or applicable federal security regulations.

3035.8.14 Any mortgage pass-through security, collateralized mortgage obligation, mortgaged backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate or consumer receivable backed bond of a maximum maturity of five years. Securities in this category must be rated AA or better by a nationally recognized rating service. Not more than 30% of surplus funds may be invested in this category of securities.

3035.8.15 Any other investment security authorized under the provisions of Government Code §5922 and §53601.

(Also, see Government Code §53601 for a detailed summary of the limitations and special conditions that apply to each of the above listed investment securities. Government Code §53601 is included by reference in this investment policy.)

3035.8.15.1 Prohibited Investments. Under the provisions of Government Code §53601.6 and §53631.5, Sanitary District #5 of Marin County shall not invest any funds covered by this Investment Policy in inverse floaters, range notes, interest-only strips derived from mortgage pools or any investment that may result in a zero interest accrual if held to maturity.

3035.9 COLLATERALIZATION

All certificates of deposits must be collateralized by U.S. Treasury Obligations. Collateral must be held by a third party trustee and valued on a monthly basis. The percentage of collateralization on repurchase and reverse repurchase agreements will adhere to the amount required under Government Code §53601(i)(2).

3035.10 SAFEKEEPING AND CUSTODY

All security transactions entered into by Sanitary District No. 5 of Marin County shall be conducted on delivery-versus-payment (DVP) basis. All securities purchased or acquired shall be delivered to Sanitary District No. 5 of Marin County by book entry, physical delivery or by third party custodial agreement as required by Government Code §53601.

3035.11 DIVERSIFICATION

Sanitary District No. 5 of Marin County will diversify its investments by security type and institution. It is the policy of the Sanitary District No. 5 of Marin County to diversify its investment portfolio. Assets shall be diversified to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer or a specific class of securities. Diversification strategies shall be determined and revised periodically. In establishing specific diversification strategies, the following general policies and constraints shall apply:

- 3035.11.1** Portfolio maturities shall be matched versus liabilities to avoid undue concentration in a specific maturity sector.
- 3035.11.2** Maturities selected shall provide for stability of income and liquidity.
- 3035.11.3** Disbursement and payroll dates shall be covered through maturities investments, marketable U.S. Treasury bills or other cash equivalent instruments such as money market mutual funds.

3035.12 REPORTING

In accordance with Government Code §53646(b)(1), the Office Manager shall submit to each member of the Board of Directors and the District Manager a quarterly investment report. The report shall include a complete description of the portfolio, the type of investments, the issuers, maturity dates, par values and the current market values of each component of the portfolio, including funds managed for Sanitary District No. 5 of Marin County by third party contracted managers. The report will also include the source of the portfolio valuation. As specified in Government Code §53646(e), if all funds are placed in LAIF, FDIC-insured accounts and/or in a county investment pool, the foregoing report elements may be replaced by copies of the latest statements from such institutions. The report must also include a certification that: (1) all investment actions executed since the last report have been made in full compliance with the Investment Policy; and, (2) Sanitary District No. 5 of Marin County will meet its expenditure obligations for the next six months as required by Government Code §53646(b)(2) and (3), respectively. The Office Manager shall maintain a complete and timely record of all investment transactions.

3035.13 INVESTMENT POLICY REVIEW

This Investment Policy shall be reviewed on an annual basis, and the Board of Directors must approve modifications.

DRAFT

WULFF, HANSEN & CO.
ESTABLISHED 1931
INVESTMENT BANKERS

100 SMITH RANCH ROAD, SUITE 330
SAN RAFAEL, CALIFORNIA 94903
(415) 421-8900

Item #8

December 4, 2023

Tony Rubio
District Manager
Sanitary District No.5 of Marin County
2001 Paradise Drive
Tiburon, CA 94920

This is an Agreement (AGREEMENT) between Sanitary District No.5 of Marin County] (CLIENT) and Wulff, Hansen & Co. (MUNICIPAL ADVISOR or ADVISOR or MA) a registered municipal advisory firm. The purpose of the AGREEMENT is to provide a framework allowing MUNICIPAL ADVISOR to provide municipal advisory services (SERVICES) to CLIENT from time to time as may be mutually agreed upon by both parties. All such SERVICES to be delivered under this Agreement will be specifically described in an Addendum to the AGREEMENT accepted by both parties, and no services will be provided in the absence of such an Addendum. The terms and conditions of this Agreement are set forth below. CLIENT understands and acknowledges that any information or services provided by ADVISOR pursuant to an Addendum to this Agreement are for the purpose of serving as Municipal Advisor to CLIENT and not as an Underwriter or otherwise facilitating the placement of municipal securities issued by CLIENT.

This AGREEMENT also contains various disclosures and other information required under MSRB Rule G-42 and, with its Addenda, will serve as written documentation of certain specific terms, disclosures and other items of information relating to our relationship as of the date this AGREEMENT is signed by ADVISOR. If this information materially changes during the relationship any such change will be described in writing and delivered to you.

1. Scope of Services.

(a) *Services to be provided.*

From time to time CLIENT may request that ADVISOR provide municipal advisory services relating to a specific project or projects. The scope of any such services, any limitations thereon, any compensation to be earned by ADVISOR in connection with their delivery, and any conflicts of interest (other than those disclosed in this AGREEMENT) that ADVISOR may have in connection with such services will be described in an Addendum to this AGREEMENT. No services which are not so described and documented in an Addendum will be provided by ADVISOR to CLIENT.

(b) *Limitations on Scope of Services*

Where an Addendum to this Agreement describes the scope of services to be provided under that Addendum, any limitations on such scope in addition to those included in this Agreement will be described in that Addendum.

Unless otherwise specifically provided in an Addendum to this Agreement, ADVISOR is not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Municipal Advisor provided by Municipal Advisor for inclusion in such documents. In addition, ADVISOR will not provide any of the following services in connection with any engagement pursuant to this Agreement or any associated Addenda:

- a) Legal services of any kind;
- b) Assistance to CLIENT with regard to CLIENT's responsibilities under the federal securities laws and regulations relating to initial or continuing disclosure in connection with municipal securities, inclusive of the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934. Such services will be provided only if ADVISOR is explicitly engaged by CLIENT in a separate contract unrelated to this Agreement or any Addenda thereto.

- c) Engineering services of any kind;
- d) Special Tax Rate Consulting
- e) Absorption Analysis or the review thereof;
- f) Feasibility Studies or the review thereof
- g) Fiscal Consulting;
- h) Underwriting or placement agent services;
- i) Accounting services;

CLIENT acknowledges its responsibility with respect to compliance with federal securities laws and represents its intention to comply in all respects with such laws. CLIENT acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities may apply to the CLIENT and that the failure of ADVISOR to advise CLIENT respecting these laws shall not constitute a breach by ADVISOR of any of its duties and responsibilities under this Agreement.

CLIENT acknowledges and accepts that members of Municipal Advisor's staff, for regulatory compliance policy reasons, are not permitted to and will not employ SMS text messaging, social media applications such as WhatsApp, or any other form of electronic communication or messaging other than standard email and telephonic voice communications, and CLIENT agrees that it will not attempt to use such means of communication in the course of its business with Municipal Advisor. Should CLIENT wish to use Zoom for realtime electronic communications with Municipal Advisor, CLIENT agrees that it will not attempt to use or engage with Zoom's 'chat' function, which is an electronic messaging system that Advisor's staff is not permitted to employ.

2. Municipal Advisor's Regulatory Duties When Advising CLIENT.

MSRB Rule G-42 requires that Municipal Advisor make a reasonable inquiry as to the facts that are relevant to CLIENT's determination whether to proceed with a course of action or that form the basis for any advice provided by MA to CLIENT. The rule also requires that MA undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about CLIENT and the authority of each person acting on CLIENT's behalf.

Accordingly, MA will seek CLIENT's assistance and cooperation, and the assistance and cooperation of CLIENT's agents, with the carrying out by Municipal Advisor of these regulatory duties, including providing to Municipal Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, to the extent CLIENT seeks to have MA provide advice with regard to any recommendation made by a third party, MA requests that CLIENT provide to MA written direction to do so as well as any information it has received from such third party relating to its recommendation.

3. Term.

This AGREEMENT shall become effective upon acceptance by both parties and shall terminate **December 31, 2025** unless terminated earlier by one of the parties. Either party may terminate this AGREEMENT upon thirty days written notice to the other party or as may be mutually agreed by both parties. ADVISOR's engagement to provide municipal advice on a specific project or projects described in an Addendum to this document shall terminate as described in that Addendum.

4. Compensation.

The form and basis of any compensation for any of Municipal Advisor's services provided or expenses incurred pursuant to an Addendum to this AGREEMENT will be as described in that Addendum.

5. Limitation of Liability.

In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Municipal Advisor or any of its associated persons, Municipal Advisor and its associated persons shall have no liability to CLIENT for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal

securities, any municipal financial product or any other investment, or for any financial or other damages resulting from CLIENT's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Municipal Advisor to CLIENT. No recourse shall be had against Municipal Advisor for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of CLIENT arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or otherwise relating to the tax treatment of any Issue, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by CLIENT of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived nor shall it constitute a waiver or diminution of Municipal Advisor's fiduciary duty to CLIENT under Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

6. Required Disclosures.

MSRB Rule G-42 requires that MUNICIPAL ADVISOR provide CLIENT with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history.

(a) ***Disclosures of Conflicts of Interest.*** MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Accordingly, any material conflicts of interest known to MUNICIPAL ADVISOR in connection with the Scope of Services are disclosed below, including those conflicts applying to various forms of compensation which are described in a document attached to this AGREEMENT. We believe that these conflicts are mitigated by our duties to CLIENT as assigned to us under Federal and State laws and regulations and the rules of the Municipal Securities Rulemaking Board. In addition, because MUNICIPAL ADVISOR is a broker-dealer with significant business and economic interests due to the nature of its overall business, the success and profitability of MUNICIPAL ADVISOR is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty where such duty exists. Furthermore, MUNICIPAL ADVISOR's municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of MUNICIPAL ADVISOR potentially departing from their regulatory duties due to personal interests.

Other Municipal Advisor or Underwriting Relationships.

MUNICIPAL ADVISOR serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of CLIENT. For example, MUNICIPAL ADVISOR and/or its Municipal Advisor Representatives provide municipal advice to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to CLIENT under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, MUNICIPAL ADVISOR could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of MUNICIPAL ADVISOR to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that MUNICIPAL ADVISOR serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair MUNICIPAL ADVISOR's ability to fulfill its regulatory duties to CLIENT.

Broker-Dealer and Investment Advisory Business.

MUNICIPAL ADVISOR is a broker-dealer and investment advisory firm that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of CLIENT, may be undertaken on behalf of, or as counterparty to, CLIENT, personnel of CLIENT, and current or potential investors in the securities of CLIENT. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of CLIENT, such as when their buying or selling of CLIENT's securities may have an adverse effect on the market for CLIENT's securities, and the interests of such other clients could create the incentive for MUNICIPAL ADVISOR to make recommendations to CLIENT that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from MUNICIPAL ADVISOR effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of the MUNICIPAL ADVISOR that operate separately from MUNICIPAL ADVISOR's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by MUNICIPAL ADVISOR to CLIENT under this Agreement.

In addition to the considerations above, the fact that MUNICIPAL ADVISOR's staff are engaged in support of these other business activities could create a conflict when multiple demands exist on a particular individual's time and resources. We reasonably believe that this conflict is mitigated by our staff's desire to complete CLIENT's work in a timely manner and consequently be compensated by MUNICIPAL ADVISOR for their efforts.

Other Business Relationships

MUNICIPAL ADVISOR may have existing or future business relationships, unrelated to CLIENT or MUNICIPAL ADVISOR's services to CLIENT, with underwriters, placement agents, attorneys, accountants, financial institutions, contractors or other entities whose services it may recommend to CLIENT or whom CLIENT may select on its own initiative. MUNICIPAL ADVISOR's business relationships with such entities may include payments or referrals made to Advisor by such entities or payments or referrals made by Advisor to such entities in connection with matters wholly unrelated to CLIENT's business or activities. Because under no circumstances will Advisor accept any form of payment or other remuneration, directly or indirectly, from any third party in connection with Advisor's services to CLIENT, Advisor believes that none of these other engagements or relationships would create a material conflict or otherwise impair MUNICIPAL ADVISOR's ability to fulfill its regulatory duties to CLIENT.

Secondary Market Transactions in CLIENT's Securities.

MUNICIPAL ADVISOR, in connection with its sales and trading activities, may take a principal position in securities, including securities of CLIENT, and therefore MUNICIPAL ADVISOR could have interests in conflict with those of CLIENT with respect to the value of CLIENT's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, MUNICIPAL ADVISOR or its affiliates may submit orders for and acquire CLIENT's securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with CLIENT in that it could create the incentive for MUNICIPAL ADVISOR to make recommendations to CLIENT that could result in more advantageous pricing of CLIENT's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through staff members of the MUNICIPAL ADVISOR that operate independently from MUNICIPAL ADVISOR's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by MUNICIPAL ADVISOR to CLIENT under this Agreement.

Other Conflicts of Interest.

None.

(b) ***Disclosures of Information Regarding Legal Events and Disciplinary History.*** MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Municipal Advisor addresses below the required disclosures and related information in connection with such disclosures.

Required disclosures include specific information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. Municipal Advisor and members of its staff have been subject to various such legal or disciplinary events. Municipal Advisor reasonably believes that it as an entity has no such events that may be material to CLIENT's evaluation of Municipal Advisor as such. However, during its 88 years as a broker/dealer, Municipal Advisor has accumulated a number of such events related to its broker/dealer business as such and CLIENT may wish to review these. Members of MA's staff who have also been registered representatives of one or more broker/dealers have disclosures which could potentially be material to CLIENT's evaluation. Specific instances of such events can be found in Item 9 of our Form MA and, for staff members, Item 6 of Forms MA-I. Direct links to all of this information for the firm and each individual are provided on our website at: <https://www.wulffhansen.com/municipal-advisor-disclosures/>.

The date of the last material change to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed by Municipal Advisor with the SEC is December 10, 2019, which change consisted of adding historical disclosures about a newly affiliated third-party accountant. The disclosures were not related to the municipal advisory business.

(c) **Customer Protections.** Municipal Advisor is registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board. The latter's website is located at www.msrb.org. A municipal advisory client brochure is available on that website that describes the protections that may be provided by the MSRB's rules and how a client may file a complaint with an appropriate regulatory authority.

(d) **Future Supplemental Disclosures.** As required by MSRB Rule G-42, this information may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Municipal Advisor. Municipal Advisor will provide CLIENT with any such supplement or amendment as it becomes available throughout the term of the Agreement.

7. Choice of Law.

This Agreement shall be construed and given effect in accordance with the laws of the State of California.

8. Entire Agreement. This instrument, including all Addenda and Appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties.

9. Severability. If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

ACKNOWLEDGED and AGREED:
Sanitary District No.5 of Marin County

/s/ _____

Print Name and Title

Date: _____

ACKNOWLEDGED and AGREED:
Wulff, Hansen & Co.

/s/  _____

Chris Charles, President

Date: 12/04/2023

DISCLOSURE OF CONFLICTS OF INTEREST WITH VARIOUS FORMS OF COMPENSATION

The Municipal Securities Rulemaking Board requires us, as your Advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. We must provide this disclosure unless you have required that a particular form of compensation be used. You should select a form of compensation that best meets your needs and the agreed upon scope of services.

Forms of compensation; potential conflicts. The forms of compensation for Advisors vary according to the nature of the engagement and requirements of the client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an Advisor to recommend one course of action over another if it is more beneficial to the Advisor to do so. This document discusses various forms of compensation and the timing of payments to the Advisor.

Fixed fee. Under a fixed fee form of compensation, the Advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the Advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the Advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the Advisor's fee is contingent upon the successful completion of a financing, as described below.

Hourly fee. Under an hourly fee form of compensation, the Advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the Advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (*e.g.*, a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

Fee contingent upon the completion of a financing or other transaction. Under a contingent fee form of compensation, payment of an Advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the Advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an Advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Fee paid under a retainer agreement. Under a retainer agreement, fees are paid to an Advisor periodically (*e.g.*, monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (*e.g.*, a fixed fee per month regardless of the number of hours worked) or an hourly basis (*e.g.*, a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

Fee based upon principal or notional amount and term of transaction. Under this form of compensation, the Advisor's fee is based upon a percentage of the principal amount of an issue of securities (*e.g.*, bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue or modify the derivative for the purpose of increasing the Advisor's compensation.

ADDENDUM TO MUNICIPAL ADVISORY AGREEMENT

Addendum 1

1. Purpose

This Addendum 1 to the Municipal Advisory Agreement dated December 4, 2023 between Sanitary District No.5 of Marin County (hereafter, "CLIENT") and Wulff, Hansen & Co. (hereafter, "Municipal Advisor" or "Advisor" or "MA") specifies and describes specific municipal advisory services to be performed by Municipal Advisor under that Agreement.

2. Services

2.1 Scope of Services

Municipal Advisor will provide the following services to CLIENT pursuant to this Addendum:

Advisor will assist CLIENT in developing and administering an asset allocation program intended to create and maintain a cash management program balanced appropriately between CLIENT's cash deposits in the Local Agency Investment Fund (LAIF) operated by the State Treasurer's office and US Treasury securities backed by the full faith and credit of the United States Government. CLIENT hereby represents to Advisor that none of the funds contemplated for use in such program represent proceeds from an issuance of municipal securities (bond proceeds) and will promptly inform Advisor if that should cease to be the case. Advisor will provide the following services with respect to the program.

- a) Assist CLIENT in determining the appropriate total amount of funds to be invested in a laddered portfolio of US Treasury Securities;
- b) Assist CLIENT in designing a laddered portfolio of U.S. Treasury Securities with a suitable term structure that meets the CLIENT's cash-flow and liquidity needs;
- c) Assist CLIENT in selecting and engaging a Registered Investment Advisor (RIA) to recommend specific U.S. Treasury securities and solicit competitive bids from eligible bidders for all security purchases in an effort to assist CLIENT in obtaining fair and competitive pricing on any security transactions;
- d) Assist CLIENT in selecting and engaging a third-party Custodian Bank to hold CLIENT's U.S. Treasury securities in the name of the CLIENT;
- e) Assist CLIENT with coordinating with CLIENT's chosen Registered Investment Advisor/Bidding Agent during the process of soliciting, reviewing and accepting bids and arranging subsequent delivery of the purchased portfolio of U.S. Treasury Securities to the CLIENT's selected Custodian Bank;
- f) Prior to the maturity of each security in the portfolio, the Municipal Advisor will assist CLIENT in evaluating its cash flow and liquidity needs, and its potential reinvestment options. If the CLIENT elects to reinvest all or a portion of the proceeds from a maturing security, or to modify the size, term structure or composition of the Treasury portfolio, Municipal Advisor will assist CLIENT in accomplishing the reinvestment on a timely basis and in accordance with the CLIENT's preferences and current investment policy;
- g) Provide CLIENT with periodic written reports that include the following:
 - i. An analysis of the periodic and year-to-date income production of the CLIENT's Treasury portfolio
 - ii. A report containing the published returns of LAIF during the period so that CLIENT can consider and determine whether it would be advantageous to shift its funds out of Treasury securities and back into LAIF deposits
 - iii. An updated estimate of total interest income anticipated to be generated by the portfolio during the current fiscal year and during the subsequent fiscal year, if applicable;
- h) Assist CLIENT, if requested, in determining how best to create immediate portfolio liquidity should CLIENT experience an urgent, unexpected, or emergency need for cash from the portfolio.

- i) Provide CLIENT with any other services that are within the purview of Advisor's expertise that are necessary and/or desirable to help the CLIENT achieve its objectives.

2.2 Limitations on Scope of Services

The services to be provided by Municipal Advisor to CLIENT pursuant to this Addendum are subject to the following limitations in addition to those described in the Agreement.

- a) Municipal Advisor notes that U.S. Treasury securities with maturities of 5 years or less presently constitute 'Allowable Investment Instruments' for local agencies per the relevant sections of the California Government Code. If CLIENT has created a more restrictive investment policy, CLIENT is solely responsible for ensuring that any investments made in connection with the services in Section 2.1 are consistent with such policy. The scope of services does not include advice connected with creating or revising CLIENT's written investment policy, if any. Should CLIENT wish Advisor's assistance with creating or amending such a policy, such services will be provided only if ADVISOR is explicitly engaged by CLIENT in a separate contract for that purpose.
- b) Municipal Advisor's services under this Addendum will be limited to those described in Section 2.1 above and will not include advice or support for any securities investment programs other than those involving solely US Treasury securities.
- c) Municipal Advisor is also a Registered Investment Advisor and a Broker/Dealer but will not be acting in either capacity in connection with this Addendum or with any other services provided under its Municipal Advisory Agreement with CLIENT. Investment advice and recommendations regarding specific individual US Treasury securities will be provided by CLIENT's chosen Registered Investment Advisor at time of purchase. Under no circumstances will Municipal Advisor be a party to any securities transactions executed in connection with the services described in Section 2.1 above, nor will it at any time buy, sell, trade, or hold securities for or on behalf of CLIENT.

3. Termination

This Addendum shall become effective upon acceptance by both parties and shall terminate on December 31, 2025 unless terminated earlier by one of the parties. Either party may terminate this Addendum upon thirty days written notice to the other party or as may be mutually agreed by both parties. This Addendum 1 may only be extended or amended by a written agreement between CLIENT and Wulff, Hansen & Co.

4. Fees

With regard to Services to be provided by Municipal Adviser under this Addendum 1, Municipal Advisor shall be compensated as follows:

Fees payable for Advisor's services under this Addendum are composed of two components: a one-time initial fee and an ongoing annual administration fee.

The one-time initial set-up fee due to Advisor for Services regarding the implementation and construction of the initial ladder portfolio to the CLIENT shall be calculated and determined in accordance with the Fee Schedule attached to and made a part of this Addendum. This initial fee is due to Advisor from any source of legally available funds upon initial presentation of its recommended investment program to CLIENT and CLIENT's approval and implementation of said recommendation, and will be paid within 30 days of presentation of Advisor's invoice to CLIENT following delivery to CLIENT's chosen Custodian of the initial US Treasury securities purchased.

An on-going annual fee calculated and determined in accordance with the attached Fee Schedule will be due to Advisor for Services provided regarding the ongoing administration and maintenance of the program, specifically including the periodic reports referenced above. This fee is payable to Advisor, in arrears, from any source of legally available funds on a quarterly basis upon presentation of Advisor's invoice to CLIENT.

5. Conflicts of Interest

CLIENT and Municipal Advisor understand that Municipal Advisor’s fees under this Addendum are contingent on its delivery of services to CLIENT as described in Section 2.1 above. Because Advisor’s fees are determined in part by the amount of funds invested by CLIENT, Advisor could have an incentive to recommend the investment of larger amounts in order to increase its compensation. Further, because neither CLIENT nor Municipal Advisor can control or influence market conditions, it is possible that there could be future periods in which Municipal Advisor’s provision of its ongoing reporting and other services may not produce any quantifiable financial benefit to CLIENT despite CLIENT’s obligation to pay for such services. In such a period Municipal Advisor would have an incentive to continue providing services despite the absence of immediate tangible benefit to CLIENT. This conflict is mitigated by the fact that Section 3 above allows CLIENT to terminate this Addendum at any time upon thirty days notice, thus eliminating its obligation to continue paying Municipal Advisor ongoing annual fees if CLIENT believes that it is no longer receiving benefits exceeding the amount of the fee.

Municipal Advisor is not aware of any additional material conflicts of interest to which it is subject in the context of this Addendum 1 other than those previously disclosed to CLIENT in connection with the Agreement.

APPROVED:
Sanitary District No.5 of Marin County

/s/ _____

Print Name and Title

Date: _____

APPROVED:
Wulff, Hansen & Co.

/s/ 

Chris Charles, President

Date: 12/04/2023 _____

Wulff Hansen U.S. Treasury Security Investment Program Fee Schedule

Item #4B

Initial Fee

The initial fee becomes due and payable upon the Client's purchase of an initial portfolio of U.S. Treasury securities. The initial fee is a calculated figure based on the size of the initial investment. The initial fee is a one-time fee.

The initial fee is \$12,000 plus 0.05% (0.0005) of the amount of the initial investment.

Example: For a \$20 million initial investment, the fee shall be \$22,000

$$\$12,000 + (\$20,000,000 \times 0.0005) = \$22,000$$

Quarterly Review Fee

The quarterly review fee is an ongoing quarterly fee that becomes due and payable upon the Client's receipt of each Quarterly Review financial report. The quarterly review fee is a calculated figure based on the then-current principal amount of the portfolio, exclusive of funds generated internally by the portfolio itself such as earned interest. The quarterly review fee is recalculated and billed each quarter.

The quarterly review fee is calculated and billed quarterly at an annual rate of \$5,000 plus 0.035% (0.00035) of the principal amount of the then-current investment portfolio.

Example: For a portfolio with a current principal amount of \$20 million, the quarterly fee shall be \$3,000

$$(\$5,000 + (\$20,000,000 \times 0.00035)) / 4 = \$3,000$$

Fee For Additional Principal Investments After Initial

The fee for additional principal investment made after the program's start date is due and payable upon a Client's purchase of U.S. Treasury securities using funds added to the portfolio during any quarter following the initial purchase of a portfolio of U.S. Treasury securities. This fee does not apply to purchases funded by reinvesting proceeds of matured portfolio securities; it applies only to new money. The fee for additional principal investments after the initial investment is a calculated figure based on the size of each additional principal investment. This one-time fee is only payable on occasions when the Client elects to add new funds to its portfolio.

The fee for additional principal investments after initiation is \$1,500 plus 0.05% (0.0005) of the additional principal investment, per occurrence.

Example: For a new principal investment of \$5 million, the fee shall be \$4,000

$$\$1,500 + (\$5,000,000 \times 0.0005) = \$4,000$$



We are excited to welcome everyone back to Palm Springs for the 2024 CASA Winter Conference! This year's event will take place January 24-26, 2024 at the downtown Palm Springs Hilton. We will be offering attendees access to excellent speakers and panel presentations focused on infrastructure finance, innovative permitting approaches, the circular water economy, and much more! We are also bringing back the always popular small group roundtable sessions, and of course you will have an opportunity to network and connect with your peers in the clean water community. We hope to see you there!

<p>Conference Information</p> <p>PRELIMINARY PROGRAM</p> <p>REGISTER HERE</p> <p>Registration Fees:</p> <ul style="list-style-type: none"> • Member Full Conference: \$675 • One Day rates available on Registration Form • Member Guest (includes meal functions only): \$170 • NonMember Fee: \$1,200 <p>Cancellation Policy: \$100 Cancellation fee on or before Monday, January 15, 2024. No refund for late cancellations after Monday, January 15, 2024.</p> <p>Please notify CASA via email of a cancellation, refund or change request by contacting Cheryl MacKelvie at cmackelvie@casaweb.org</p> <p>CSRMA Registration Form: Separate registration is required. (CSRMA Training will be on Wednesday, Jan. 24, 2024)</p>	<p>Hotel Information</p> <p>RESERVE A ROOM</p> <p>Reservations: (1-800-445-8667) or 760-320-6868 Ext. 422</p> <p>(Reservations Supervisor)</p> <ul style="list-style-type: none"> • Special Room Rate: \$220/night + taxes/fees – A deposit equal to one night's stay is required to hold each individual's reservation. • Deposits are refundable if notice is received at least 72 hours prior to arrival and a cancellation number is obtained. • Cut-off Date: Jan. 2, 2024 • Early Departure Fee: one nights room and tax will apply if guest checks out prior to the confirmed checkout date. <p>Location:</p> <p>Hilton Palm Springs Resort</p> <p>400 East Tahquitz Canyon Way</p> <p>Palm Springs, CA 92262</p>
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