

1902 - Serving Our Community for 120 Years - 2022
WEST BAY SANITARY DISTRICT
AGENDA OF BUSINESS
REGULAR MEETING OF THE DISTRICT BOARD
WEDNESDAY, JUNE 22, 2022 AT 7:00 P.M.
RONALD W. SHEPHERD ADMINISTRATION BUILDING,
500 LAUREL STREET, MENLO PARK, CALIFORNIA 94025

Board Members

Fran Dehn, President
David Walker, Secretary
Roy Thiele-Sardiña, Treasurer
Edward P. Moritz, Member
George Otte, Member

District Manager

Sergio Ramirez

District General Counsel

Anthony Condotti, Esq.

AGENDA OF BUSINESS

NOTICE OF PUBLIC PARTICIPATION BY TELECONFERENCE or ZOOM ONLY

Pursuant to California Assembly Bill 361, members of the West Bay Sanitary District Board of Directors and Staff may participate in this meeting via a teleconference. In the interest of reducing the spread of COVID- 19, members of the public are allowed to participate telephonically only, and may submit comments in advance by email addressed to treese@westbaysanitary.org by 4:00 p.m. on Wednesday, June 22nd.

To participate by telephone or Zoom meeting, public comments can be made by joining Zoom meeting at:

<https://us06web.zoom.us/j/84543331151?pwd=NU5WSFREcksxWWJ0S0I2bEtGSmpFUT09>

Meeting ID: 845 4333 1151 Passcode: 124701

Or by phone, call: 1-669-900-6833 Meeting ID: 845 4333 1151 Passcode: 124701

Following receipt of public comment and open session items, the Board will adjourn to closed session. Reportable action, if any, will be available upon inquiry within twenty-four (24) hours.

NOTE: The Board may take action on any agendized item unless specifically designated a “discussion” item or a “report.”

1. Call to Order and Roll Call
2. Communications from the Public
3. Public Hearing - Annexing Certain Territory Within the West Bay Sanitary District’s On-Site Wastewater Disposal Zone – Lands of Raghav (229 Grove Drive, Portola Valley)

4. Consent Calendar

Matters listed under this item are considered routine and will be enacted by one motion. The motion, seconds, and vote are applicable to any included resolutions and recorded accordingly. There will be no separate discussion of these items unless specifically requested by a member of the Board.

- A. Approval of Minutes for Regular Meeting June 8, 2022 Pg. 4A-1

- B. Approval of the Financial Activity Report Authorizing Payment of Certain Bills and Salaries and Consideration of Other Financial Matters thru May 31, 2022 Pg. 4B-1
 - C. WBSD Operations and Maintenance Report – May 2022 Pg. 4C-1
 - D. Town of Los Altos Hills Operations and Maintenance Report for Work Performed by WBSD – May 2022 Pg. 4D-1
 - E. Town of Woodside Operations and Maintenance Report for Work Performed by WBSD – May 2022 Pg. 4E-1
 - F. Consider Adopting Resolution Consenting to Annexation of Territory to the West Bay Sanitary District by the San Mateo County Local Agency Formation Commission – 229 Grove Drive, Portola Valley (079-011-050), Lands of Raghav Pg. 4F-1
 - G. Consider Adopting Resolution Ordering Annexation of Certain Parcels in the Territory of West Bay Sanitary District to the West Bay Sanitary District’s On-Site Wastewater Disposal Zone Including Certain Determinations, Findings and Declarations of the District Board – Lands of Raghav (229 Grove Drive Portola Valley) Pg. 4G-1
 - H. Consider Authorizing the District Manager to Issue the Class 3 Permit for the Sewer Realignment Required for 1173 Saratoga Avenue, East Palo Alto and Ratify Authorizing the District Manager to Execute an Agreement with the Property Owner Pg. 4-H
- 5. Discussion and Direction Following the Approval by San Mateo LAFCo on the Municipal Service Review for the City of East Palo Alto, East Palo Alto Sanitary District, and West Bay Sanitary District Pg. 5-1
 - 6. District Manager’s Report Pg. 6-1
 - 7. Approve Resolution for Sanitary Sewer System Operation and Maintenance Services for The Town Of Los Altos Hills And Authorize The District Manager To Execute an Agreement Pg. 7-1
 - 8. Approve Resolution for Amendment No.9 to the Maintenance Services Agreement Between West Bay Sanitary District and the Town Of Woodside for Sanitary Sewer Maintenance Services and Authorize the District Manager to Execute the Amendment Pg. 8-1
 - 9. Presentation and Direction on District Root Foaming Services Pg. 9-1
 - 10. Approve Additional Contributions from Connection Fees to the Treatment Plant Reserve in FY 2021-22 Pg. 10-1
 - 11. June 22nd, 2022 Update Report on District Response to Corona Virus Pg. 11-1
 - 12. Discussion and Direction on Sharon Heights Recycled Water Plant Pg. 12-1
 - 13. Discussion and Direction on Bayfront Recycled Water Project and Status Update Pg. 13-1
 - 14. Report and Discussion on South Bayside Waste Management Authority (SBWMA) Pg. 14-1
 - 15. Report and Discussion on Silicon Valley Clean Water (SVCW) Plant Pg. 15-1

16. Closed Session

- A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Cal. Govt. Code §54956.9(d)(2):
(1 potential case)

- B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Cal. Govt. Code §54956.9(d))
Name of Case: *1740 Oak Avenue, LP v. West Bay Sanitary District, et al.* –
SMCSC Case No. 18CIV02183

- C. PUBLIC EMPLOYEE PERFORMANCE EVALUATION/CONF. WITH LABOR
NEGOTIATORS
Agency designated representatives: Board President/Legal Counsel
Unrepresented employee: District Manager

17. Consider Resolution Authorizing the President and Secretary of the District Board to Restate Employment Agreement Between the West Bay Sanitary District And Sergio Ramirez (District Manager) Pg. 17-1

18. Comments or Reports from Members of the District Board and Consider Items to be Placed on Future Agenda

19. Adjournment

The West Bay Sanitary District does not discriminate against persons with disabilities. Upon request, the agenda and agenda packet can be provided in a format to accommodate special needs. If you require a copy of the agenda or related materials in an alternative format to accommodate a disability, or if you wish to attend this public meeting and will require special assistance or other special equipment, please call the District at (650) 321-0384 at least five days in advance and we will make every reasonable attempt to provide such an accommodation.

THIS PAGE LEFT INTENTIONALLY BLANK



WEST BAY SANITARY DISTRICT AGENDA ITEM 3

To: *Board of Directors*

From: *Bill Kitajima, Projects & IT Manager*

Subject: *Public Hearing - Annexing Certain Territory Within the West Bay Sanitary District's On-Site Wastewater Disposal Zone – Lands of Raghav (229 Grove Drive, Portola Valley)*

Background

On April 27, 2022, the Board adopted a Resolution of intention to annex the parcel referenced above to the District's On-Site Wastewater Disposal Zone. The Public Hearing date was established as June 22, 2022.

Analysis

The District's **Master Resolution Governing Annexations of Territory to the West Bay Sanitary District On-Site Disposal Zone** states: "Pursuant to Section 6959 of the Health and Safety Code, the date of the Public Hearing shall be commenced no less than 45 days nor more than 60 days from the date of adoption of the Resolution of Intention, and the Public Hearing shall be completed no more than 90 days after the first day of the hearing."

In accordance with Section 6960, and 6960.1 of the same code, reviews and reports of findings are required of both the County Health Officer and Regional Water Quality Control Board. Additionally, Section 6960.3 of this code requires the review and approval by a local agency formation commission, which has adopted rules and regulations affecting the functions and services of special districts.

The San Mateo County Health Officer has responded by a letter of approval dated May 25, 2022 a copy of which is attached; the San Francisco Bay Regional Water Quality Control Board responded by a letter of approval dated May 27, 2022, a copy of which is attached; and the San Mateo Local Agency Formation Commission has approved per their Resolution No. 1276 dated January 19, 2022, a copy of which is attached.

Fiscal Impact

Property owners have paid all annexation fees and the fiscal impact would be additional sewer service charge revenue to the District once the parcel is connected.

Recommendation

The Board is asked to close the Public Hearing following public comment.

Attachments: San Mateo County Health Officer Letter

San Francisco Bay Regional Water Quality Control Board Letter

San Mateo Local Agency Formation Commission Resolution No. 1276



COUNTY OF SAN MATEO

Heather Forshey, MS, REHS
Director

Environmental Health Services
San Mateo County Health
2000 Alameda de las Pulgas
Suite 100
San Mateo, CA 94403
smchealth.org

May 25, 2022

APN 079-011-050

Todd Reese
West Bay Sanitary District
500 Laurel Street
Menlo Park, CA 94025

Dear Mr. Reese:

**SUBJECT: ANNEXATION, 229 GROVE DRIVE, PORTOLA VALLEY,
APN 079-011-050**

Thank you for the May 24, 2022, letter of *Intention to Annex Certain Territory* to District's On-Site Wastewater Disposal Zone for the subject parcel. County Environmental Health has reviewed the letter of intent and has no objection to the annexation of this parcel into the District's on-site wastewater disposal zone. The existing onsite wastewater treatment system (OWTS) must be destroyed under permit with Environmental Health upon connection to the West Bay system.

Should you have any questions, please call me at (650) 372-6279.

Sincerely,

Supervisor Water Protection and Land Use Programs

cc: Laura Russell, Planning Director, Town of Portola Valley



**SAN MATEO
COUNTY HEALTH**



San Francisco Bay Regional Water Quality Control Board

May 27, 2022
File: CW-255833

Bill Kitajima (bkitajima@westbaysanitary.org)
Projects & IT Manager
West Bay Sanitary District
500 Laurel Street
Menlo Park, California 94025-3486

Approval to Annex Certain Territory (Lands of Raghav) to the West Bay Sanitary District On-Site Wastewater Disposal Zone: APN: 079-011-050

Dear Bill Kitajima:

The Regional Water Board hereby approves the annexation of the subject parcel to the On-Site Wastewater Disposal Zone of the West Bay Sanitary District (District). The property owners applied to the District for annexation “for the purpose of obtaining sewer service for a single-family residence.” To connect to existing District sewer facilities, the property owners require a Grinder Pump System that the District must maintain. Therefore, this parcel must be annexed into the District’s disposal zone.

The Regional Water Board’s approval is conditional upon the District (1) retaining responsibility for operation and maintenance of the grinder pump system, and (2) ensuring the proper operation and maintenance of the other sewerage facilities serving the parcel. Disposal of sewage onto soils within the disposal zone is not approved.

If you have any questions, please contact me at (510) 622-2407, or via e-mail at gaurav.mittal@waterboards.ca.gov.

Sincerely,

Gaurav Mittal
Water Resource Control Engineer

2022-019014 CONF

12:53 pm 03/03/22 CCL Fee: NO FEE

Count of pages 7

Recorded in Official Records

County of San Mateo

Mark Church

Assessor-County Clerk-Recorder



(This space for Recorder's use only)

RECORDING REQUESTED BY:

SAN MATEO LAFCO
LOCAL AGENCY FORMATION COMMISSION

WHEN RECORDED, PLEASE SEND TO:

San Mateo LAFCo

LAF 124

SHORT-FORM DESIGNATION OF DOCUMENT:

Annexation of 229 Grove Drive, Portola Valley to the West Bay Sanitary District

RECORDER'S CODE: CCL

(Exempt from filing fees per Government Code 6103)



LOCAL AGENCY FORMATION COMMISSION

455 COUNTY CENTER, 2ND FLOOR • REDWOOD CITY, CA 94063-1663 • PHONE (650) 363-4224 • FAX (650) 363-4849

CERTIFICATE OF COMPLETION

Pursuant to Government Code Section 57200, this Certificate is issued by the Executive Officer of the Local Agency Formation Commission of San Mateo County, California.

1. The short-form designation, as determined by LAFCo, is Annexation of 229 Grove Drive, Portola Valley to the West Bay Sanitary District.
2. The name of each district or city involved in this change of organization or reorganization and the kind or type of change of organization ordered for each city or district are as follows:

City or District

Type of Change of Organization

West Bay Sanitary District

Annexation

3. The above-listed cities and/or districts are located within the following counties: San Mateo County only.
4. A description of the boundaries of the above-cited change of organization or reorganization is shown on the attached map, marked Exhibit A and by reference incorporated herein.
5. The territory involved in this change of organization or reorganization is uninhabited.
6. This change of organization has been approved subject to the following terms and conditions, if any: None.
7. The resolution confirming this change of organization was adopted on January 19, 2022 by LAFCo, is marked Exhibit B, and by reference incorporated herein.

I hereby certify that I have examined the above-cited resolution, including any terms and conditions, and the map description and have found these documents to be in compliance with Resolution 1276, adopted on January 19, 2022.

Dated: March 3, 2022

Rob Bartoli
Interim Executive Officer

COMMISSIONERS: MIKE O'NEILL, CHAIR, CITY ▪ ANN DRAPER, VICE CHAIR, PUBLIC ▪ HARVEY RARBACK, CITY ▪ DON HORSLEY, COUNTY
▪ WARREN SLOCUM, COUNTY ▪ JOSHUA COSGROVE, SPECIAL DISTRICT ▪ RIC LOHMAN, SPECIAL DISTRICT

ALTERNATES: KATI MARTIN, SPECIAL DISTRICT ▪ DIANA REDDY, CITY ▪ JAMES O'NEILL, PUBLIC ▪ DAVE PINE, COUNTY

STAFF: ROB BARTOLI, INTERIM EXECUTIVE OFFICER ▪ TIM FOX, LEGAL COUNSEL ▪ ANGELA MONTES, CLERK

“EXHIBIT A”

DATE: 12-3-2021

ANNEXED TO: WEST BAY SANITARY DISTRICT

NAME OF ANNEXATION: WEST BAY SANITARY DISTRICT

**GEOGRAPHIC DESCRIPTION
LANDS OF RAGHAV
AND A PORTION OF GROVE DRIVE
PROPOSED WEST BAY SANITARY DISTRICT ANNEXATION
1.15 ACRE +/- PARCEL**

ALL THAT REAL PROPERTY IN THE TOWN OF PORTOLA VALLEY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEING ALL OF LOT 20, AND PORTIONS OF GROVE DRIVE, AS DESIGNATED ON THE MAP ENTITLED “TRACT NO. 608 STONEGATE, SUBDIVISION OF A PORTION OF CORTE MADERA RANCHO”, SAN MATEO COUNTY, CALIFORNIA, FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON SEPTEMBER 29, 1948 IN BOOK 29 OF MAPS AT PAGE 31, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT SOUTH 51°33'00" EAST 160.13 FEET (1) TO A POINT ON THE NORTHERLY RIGHT OF WAY OF GROVE DRIVE, 50 FEET IN WIDTH, SAID POINT IS ALSO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 40.00 FEET, A RADIAL TO SAID CURVE BEARS NORTH 51°33'00" WEST; THENCE ALONG THE RIGHT OF WAY OF A CUL DE SAC AT THE NORTHERLY END OF SAID GROVE DRIVE, THROUGH A CENTRAL ANGLE OF 212°23'57", AN ARC LENGTH OF 148.28 FEET (2) TO THE BEGINNING OF A REVERSE CURVE WITH A RADIUS OF 20.00 FEET; THENCE LEAVING SAID CUL DE SAC, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 134°06'57", AN ARC LENGTH OF 46.82 FEET TO A POINT OF CUSP (3); THENCE LEAVING SAID RIGHT OF WAY NORTH 63°16'00" WEST 81.42 FEET TO THE NORTHWESTERLY RIGHT OF WAY OF SAID GROVE DRIVE; THENCE ALONG SAID RIGHT OF WAY, SOUTH 38°27'00" WEST 42.15 FEET (5) TO THE BEGINNING OF A CURVE TO THE LEFT WITH A RADIUS OF 625.00 FEET, THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°00'00", AN ARC LENGTH OF 152.72 FEET (6) TO THE MOST SOUTHERLY CORNER OF SAID LOT 20; THENCE NORTH 47°46'00" WEST 223.25 FEET (7) TO THE MOST WESTERLY CORNER OF SAID LOT 20; THENCE NORTH 46°02'00" EAST 220.24 FEET (8) TO THE **POINT OF BEGINNING**.

CONTAINING 1.15 ACRES +/-

FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF THE LAND DESCRIBED.

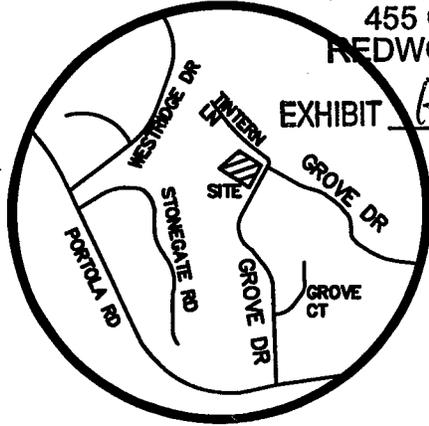
APPROVED
SAN MATEO LOCAL AGENCY
FORMATION COMMISSION
455 COUNTY CENTER
REDWOOD CITY, CA 94063

EXHIBIT A PAGE 1 OF 2

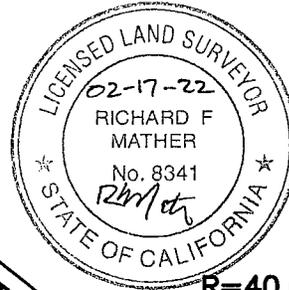


02-17-2022

DISCLAIMER: FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF THE LAND DESCRIBED.



VICINITY MAP
 NO SCALE



POINT OF BEGINNING

LANDS OF BONORA
 APN 079-011-040

LOT 20
 TRACT No. 608
 29 MAPS 31
 APN 079-011-050

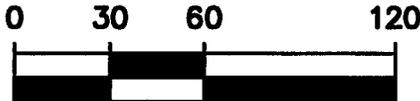
TINTERN LANE (25')
 S51°33'00"E 160.13' (1)
 R=40.00'
 L=148.28'
 D=212°23'57" (2)
 N51°33'00"W (RADIAL)
 R=20.00'
 L=46.82'
 D=134°06'57" (3)

S38°27'00"W (5) 42.15'

R=625.00'
 L=152.72'
 D=14°00'00" (6)

N63°16'00"W 81.42' (4)
 RESOLUTION #1166

LOT 19
 TRACT No. 608
 29 MAPS 31
 APN 079-011-060



SCALE: 1" = 60'

GROVE DRIVE (50')

GROVE DRIVE (50')
 CURRENT WEST BAY SANITARY DISTRICT BOUNDARY RESOLUTION 1166



LEA & BRAZE ENGINEERING, INC.

CIVIL ENGINEERS · LAND SURVEYORS

BAY AREA REGION
 2495 INDUSTRIAL PKWY WEST
 HAYWARD, CALIFORNIA 94545
 (P) (510) 887-4086
 (F) (510) 887-3019

SACRAMENTO REGION
 3017 DOUGLAS BLVD, # 300
 ROSEVILLE, CA 95661
 (P) (916)966-1338
 (F) (916)797-7363

WWW.LEABRAZE.COM

EXHIBIT 'B'

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR PROPOSED SEWER ANNEXATION, LANDS OF RAGHAV AND PORTIONS OF GROVE DRIVE, TOWN OF PORTOLA VALLEY, SAN MATEO COUNTY, CALIFORNIA

JOB NO 2200653

SCALE: 1" = 60'

RESOLUTION NO. 1276

**RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION
OF THE COUNTY OF SAN MATEO
MAKING DETERMINATIONS, APPROVING LAFCO FILE 21-11 –
ANNEXATION OF 229 GROVE DRIVE, PORTOLA VALLEY TO THE WEST BAY SANITARY DISTRICT AND
THE ON-SITE WASTEWATER DISPOSAL ZONE, AND
WAIVING CONDUCTING AUTHORITY PROCEEDINGS**

RESOLVED, by the Local Agency Formation Commission of the County of San Mateo, State of California, that

WHEREAS, a proposal for the annexation of certain territory to the West Bay Sanitary District in the County of San Mateo was heretofore filed with the Executive Officer of this Local Agency Formation Commission pursuant to Title 5, Division 3, commencing with Section 56000 of the Government Code; and

WHEREAS, the Executive Officer has reviewed the proposal and prepared a report, including the recommendations thereon, the proposal and report having been presented to and considered by this Commission; and

WHEREAS, it appears to the satisfaction of this Commission that all owners of the land included in the proposal consent to the proceeding; and

WHEREAS, a public hearing by this Commission was held on the proposal and at the hearing this Commission heard and received all oral and written protests, objections and evidence which were made, presented or filed, and all persons present were given an opportunity to hear and be heard with respect to the proposal and the Executive Officer's report; and

WHEREAS, the landowners and District have requested that the Commission waive conducting authority proceedings pursuant to government code Section 56837(c); and

WHEREAS, the proposal is categorically exempt from the environmental review requirements of the California Environmental Quality Act (CEQA) under State CEQA Guidelines Section 15319(a) & (b)

(Annexations of Existing Facilities and Lots for Exempt Facilities); and

NOW, THEREFORE, the Local Agency Formation Commission of the County of San Mateo DOES HEREBY RESOLVE, DETERMINE AND ORDER as follows:

Section 1. This proposal is approved, subject to the following conditions: None.

Section 2. The boundaries as set forth in the application are hereby approved as submitted and are as described in Exhibit "A" attached hereto and by this reference incorporated herein.

Section 3. The territory consists of 1.1 acres, is found to be uninhabited, and is assigned the following distinctive short form designation: Annexation of 229 Grove Drive, Portola Valley to the West Bay Sanitary District.

Section 4. Conducting authority proceedings are hereby waived in accordance with Government Code Section 56663 and this annexation is hereby ordered.

Section 5. Subsequent annexation to the On-Site Wastewater Disposal Zone is hereby approved.

APPROVED
SAN MATEO LOCAL AGENCY
FORMATION COMMISSION
455 COUNTY CENTER
REDWOOD CITY, CA 94063
EXHIBIT D PAGE 2 OF 3

Regularly passed and adopted this 19th day of January 2022.

Ayes and in favor of said resolution:

Commissioners: Joshua Cosgrove
Don Horsley
Ric Lohman
Harvey Rarback
Ann Draper, Vice Chair
Mike O'Neill, Chair

Noes and against said resolution:

None

APPROVED
 SAN MATEO LOCAL AGENCY
 FORMATION COMMISSION
 455 COUNTY CENTER
 REDWOOD CITY, CA 94063

Commissioners Absent:

Commissioners: Warren Slocum

EXHIBIT D PAGE 3 OF 3

Michael Davis

Chair
 Local Agency Formation Commission
 County of San Mateo
 State of California

ATTEST:

Robert J. Bartoli
 Interim Executive Officer
 Local Agency Formation Commission

Date: 2/15/2022

I certify that this is a true and correct copy of the resolution above set forth.

Date: _____

 Clerk to the Commission
 Local Agency Formation Commission

THIS PAGE LEFT INTENTIONALLY BLANK



1902 - *Serving Our Community for over 115 Years* - 2022

WEST BAY SANITARY DISTRICT
MINUTES OF THE REGULAR MEETING OF THE DISTRICT BOARD
WEDNESDAY, JUNE 8, 2022 AT 7:00 P.M.

1. **Call to Order**

President Dehn called the meeting to order at 7:15 PM

Roll Call

BOARD MEMBERS PRESENT: President Dehn, Secretary Walker, Director Moritz

BOARD MEMBERS ABSENT: Treasurer Thiele-Sardiña, Director Otte

STAFF MEMBERS PRESENT: Ramirez, Finance Manager Fisher, and Condotti by Zoom

Others Present: Resident – Chris Buja, Consultant – Steve Gortler

2. **Communications from the Public:** Resident Chris Buja said he would like to encourage the Board to buy out the existing reimbursement agreements and have the District collect from future connectors. He stated it would benefit future customers and the District.

3. **Consent Calendar**

CONSIDERATION OF ITEM(S) REMOVED FROM THE CONSENT CALENDAR

Discussion/Comments: None.

- A. Approval of Minutes for Regular Meeting May 25, 2022
- B. Consider Approval of Resolution Authorizing District to Implement Teleconferenced Public Meetings Pursuant to Assembly Bill 361
- C. Bank of the West Monthly Investment Portfolio Statements

Motion to Approve by: Moritz 2nd by: Walker Vote: AYE: 3 NAY: 0 Abstain: 0

4. **District Manager's Report**

Discussion/Comments: District Manager Ramirez reported the new CSRMA deductibles will begin July 1st and will raise the deductibles from \$2,000 to \$10,000 thus lowering the premiums. He also reported that design is underway for the high frequency pipeline repair project. He continued to report the LAFCo municipal services review hearing will be held on June 15th. District Manager Ramirez informed the Board that staff performed urgent repairs, in-house, to two check-valves at the Willow Pump Station. The check valves were originally installed in the late 1970s. He continued to report there will be a root foam presentation at the June 22nd Board meeting. He also reminded the Board the next Board meetings are scheduled for June 22nd and July 13th. The complete District Manager's written report is in the June 8, 2022 agenda packet.

5. Consider Rejection of All Bids for the Bayfront Park Sanitary Sewer Improvement Project

Motion to Approve by: Moritz 2nd by: Walker Vote: AYE: 3 NAY: 0 Abstain: 0

Discussion/Comments: District Manager Ramirez reported that one bid was received and it was double the engineer's estimate. Staff recommendation is to reject all bids.

6. Consider Approving Resolution Adopting Fiscal Year 2022-23 Budget

Motion to Approve by: Moritz 2nd by: Walker Vote: AYE: 3 NAY: 9 Abstain: 0

Discussion/Comments: District Manager Ramirez reported on the proposed Budget Fiscal Year (FY) 2022-23, highlighting changes since the May 9, 2022 Budget Workshop, which included updates in the Sewer Service Charge revenue, Other Revenues, and changes to Insurance Expenses. Overall Operating Revenues are \$30,777,959, a 0.3% decline from FY 2021-22, while Operating Expenses are \$22,222,874, a 3.3% increase. The District FY 2022-23 Budget has a \$5,280,495 increase in Net Position, including \$9,050,085 increase in the General Fund Net Position, which is available for Capital expenditures.

7. Consider Adopting Resolution Establishing Rates of Pay and Related Compensation Provisions

Motion to Approve by: Moritz 2nd by: Walker Vote: AYE: 3 NAY: 0 Abstain: 0

Discussion/Comments: District Manager Ramirez reported the 4% increase is per contract and reported that employees will now pay 1% of the Employer PERS contribution. He also reported that there is one remaining year in the contract.

8. June 8th, 2022 Update Report on District Response to Corona Virus

Discussion/Comments: District Manager Ramirez reported two employees are out due to COVID 19 exposure and three others are out as a precaution.

9. Report and Discussion on Sharon Heights Recycled Water Plant

Discussion/Comments: District Manager Ramirez reported the State Water Resources Control Board - Division of Financial Assistance received the District's Annual Report and issued a letter. The report was in accordance with the *Water Recycling Funding Program Guidelines* and the letter stated, "*The District has met its recycled water deliveries goal and is no longer required to report annual recycled water deliveries for the Project.*" He also reported that 9.2 million gallons per day (MGD) of reclaimed water was treated and 7.4 MGD were delivered. He continued to report that recent sampling showed higher than normal levels of coliform due to a vendor error while the vendor was calibrating the flow meters. The incident did not require reporting to the state because water was not being delivered during the incident.

10. Discussion and Direction on Bayfront Recycled Water Project and Status Update

Discussion/Comments: District Manager Ramirez reported the District is waiting for a response from U.S. Army Corps of Engineers on permitting. He continued to report that the National Fish and Wildlife Foundation agreement has been completed.

11. Report & Discussion on South Bayside Waste Management Authority (SBWMA)

Discussion/Comments: President Dehn reported on the legislative committee and on new bills that are being considered at the state level. She stated the next meeting will be held on June 23rd.

12. Report, Discussion & Direction on Silicon Valley Clean Water (SVCW) and Discussion on SVCW CIP Program and Financing

Discussion/Comments: None.

13. Closed Session

Entered closed session at 8:06 p.m. Left closed session at 8:13 p.m.

- A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Cal. Govt. Code §54956.9(d)(2):
(1 potential case)
- B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Cal. Govt. Code §54956.9(d))
Name of Case: *1740 Oak Avenue, LP v. West Bay Sanitary District, et al.* –
SMCSC Case No. 18CIV02183
- C. PUBLIC EMPLOYEE PERFORMANCE EVALUATION/CONF. WITH LABOR
NEGOTIATORS
Agency designated representatives: Board President/Legal Counsel
Unrepresented employee: District Manager

Reportable action: None.

14. Comments or Reports from Members of the District Board and Consider Items to be Placed on Future Agenda

Discussion/Comments: None.

15. Adjournment Time: The meeting was adjourned at 8:14 PM

THIS PAGE LEFT INTENTIONALLY BLANK



WEST BAY SANITARY DISTRICT
Financial Activity Report
May 2022

Date: *June 22, 2022*

To: *Board of Directors*

From: *Annette Bergeron, Personnel & Accounting Specialist*
Debra Fisher, Finance Manager

Subject: *Approve Monthly Financial Activity Report*

Financial Activity for the month of May 2022.

Receipt Summary:

Commercial Deposits	111,901.89
Deposits in Transit / <Prior Period Receipts/Returned Checks>	(11,806.30)
Credit Cards	8,670.55
Franchise Fees	9,057.97
San Mateo County [Tax Roll]	0.00
Other Receipts	178,598.49
Transfers	8,500,000.00
Total Receipts	<u>8,796,422.60</u>

Withdrawal Summary

Total Checks	506,222.10
Total Corp Cards	16,496.36
Total Bank Wires/ACHs	1,616,851.46
External Withdrawals	2,139,569.92
Total Internal Bank Transfers	7,500,000.00
Total Withdrawals	<u>9,639,569.92</u>

<u>Fund</u>	<u>Expenditure Summary by Budget Category</u>	
100	Operations	3,224,508.12
200	Capital	93,583.10
300	Solid Waste	0.00
500	Recycled Water	5,127,520.70
800	Silicon Valley Clean Water	1,193,958.00
Expenditures by Fund		<u>9,639,569.92</u>

Presented to West Bay Sanitary District Board of Directors for review and approval.

President _____

Secretary _____

**West Bay Sanitary District
Receipts
May 2022**

RECEIPT NUMBER	RECEIPT DATE	DESCRIPTION	AMOUNT
462454	5/2/2022	Bayshore Plumbers: 1177 Johnson St, MP, Permit	290.00
462455	5/2/2022	Quality Market Corporation: 1211 Willow Rd, MP, Permit	175.00
462456	5/2/2022	St. Denis Parish: 2250 Avy Ave, MP, Permit	175.00
462457	5/3/2022	Thompson Suskind: 77 Palmer LN., PV Connection Fee	8,501.00
462458	5/3/2022	P & M Montoy-Wilson: 220 Durazno Way, PV, Permit/Conn Fee	1,140.10
462459	5/3/2022	Kitaura Construction Inc.: 1200 Rosefield Way, MP, Permit	290.00
462460	5/3/2022	Drain Busters Plumbing: 815 El Camino Real, MP, Permit	290.00
462461	5/4/2022	Piyush Kothary: 1050 Lucky Ave, MP, Permit	290.00
462462	5/4/2022	Gi Cha Markets, Inc.: 1305 Willow Rd, MP, Permit	175.00
462463	5/4/2022	LAIF: Transfer from LAIF to BofW Checking	1,000,000.00
462464	5/5/2022	Peninsula Dream Home: 349 Walsh Rd, Ath, Permit	170.00
462465	5/5/2022	Bell/Diamond Plumbing: 1023 Del Norte Ave, MP, Permit	290.00
462466	5/5/2022	Wing On Construction Inc.: 74 Middlefield Rd, Ath, Permit	290.00
462467	5/5/2022	Plur Inc.: 1077 El Camino Real, MP, Permit	175.00
462468	5/5/2022	Discount Plumbing: 1345 Johnson St, MP, Permit	355.00
462469	5/5/2022	Bayshore Plumbers: 186 Burns Ave, Ath, Permit	290.00
462470	5/5/2022	Earth Bound Homes: 454 Felton Cr, MP, Permit	95.00
462471	5/5/2022	Earth Bound Homes: 454 Felton Cr, MP, Permit	170.00
462472	5/6/2022	Laurence Been: 501 La Mesa Dr, PV, Permit	290.00
462473	5/6/2022	Triple A Plumbing: 720 Coleman Ave, MP, Permit	290.00
462474	5/6/2022	J. Backlund: 2650 Sand Hill Rd, MP, Permit	175.00
462475	5/6/2022	Adams Pool Solutions: 23 Valley Rd, ATH, Permit	568.28
462476	5/9/2022	Innovative Custom Builders: 1205 Middle Ave, MP, Permit	170.00
462477	5/9/2022	Thomas James Homes: 55 Vasilakos Way, MP, Permit	290.00
462478	5/9/2022	Earth Bound Homes: 47 Ringwood Ave., Ath. ADU Conn, Permit	8,365.95
462479	5/10/2022	Zega Builders: 1 Maywood Lane, MP, Permit	170.00
462480	5/10/2022	Roto Rooter: 1151 Orange Ave, MP, Permit	290.00
462481	5/11/2022	Town of Los Altos Hills: MSA 3/2022	32,775.70
462482	5/12/2022	Alpine Hills Swim & Tennis Club: 4139 Alpine Rd, PV, Permit	175.00
462483	5/13/2022	Michael Hara: 1995 Palo Alto Way, MP, Permit	170.00
462484	5/16/2022	Gary Pollack Construction & Excavation: 220 Atherton Ave, ATH Permit	170.00
462485	5/17/2022	GDC Uptown Menlo Park: 141 Jefferson Dr., MP, Permits (3)	870.00
462486	5/17/2022	Commando Plumbing: 208 Haight, Permit	290.00
462487	5/18/2022	Thomas James Homes: 905 Sherman Ave., MP, ADU Conn	3,400.40
462488	5/18/2022	Jeff Chase: 355 San Mateo Dr, MP, Permit	290.00
462489	5/18/2022	Innovative Homes: 520 Hobart St, MP, Permit	65.00
462490	5/17/2022	Recology: Solid Waste Franchise Fee 4/2022	9,057.97
462491	5/20/2022	LAIF: Transfer funds for Reserves (\$2.5m TPR/\$5m RWCFR)	7,500,000.00
462492	5/19/2022	City of Menlo Park: Mandatory Wastewater Discharge Permit	38,466.79
462493	5/20/2022	Peter E. Kaval: 121 Corona Way, PV, ADU Connection Fee	5,525.65
462494	5/23/2022	Lisac Construction: 1801 Edgewood, MP, Permit	290.00
462495	5/23/2022	Peter Kaval & Ann Pellegrini: 121 Corona Way, MP, Permit	290.00
462496	5/23/2022	Express Plumbing Services: 2176 Sharon, Permit	290.00
462497	5/23/2022	Earth Bound Homes: 960 Menlo Oaks Dr., MP, Permit	170.00
462498	5/25/2022	Kamran Aslanpour: 349 Walsh Rd., ATH, Permit	267.30
462499	5/25/2022	Deborah Eula: 800 La Mesa Dr, PV, Permit	384.97
462500	5/25/2022	SHGCC: Recon 2021, SRF Loan Inst.#3, O&M 6/2022, Avy Reim	178,598.49
462501	5/26/2022	Bell/Diamond Plumbing: 404 Durham St, MP, Permit	290.00
462502	5/27/2022	Sf20G: 816 Laurel Ave, MP, Permit	290.00
462503	5/27/2022	Void	0.00
462504	5/27/2022	James Caccua Plumbing: 188 Greenoaks, Permit	355.00
462505	5/31/2022	Supple Homes, Inc.: 1750 Bay Laurel Dr, MP, Permit	170.00
Total Receipts			\$8,796,422.60

West Bay Sanitary District

Financial Activity Report

Withdrawals

May 2022

CHECK	DATE	PAYEE	PURPOSE	AMOUNT
69029	5/5/2022	A-A Lock & Alarm	FERRF Door ReKey 4/2022	249.36
69030	5/5/2022	Matheson Tri-Gas, Inc.	Tank Rentals 4/2022	70.43
69031	5/5/2022	Alpha Analytical Laboratories	Daily Coliform Samples April 2022	455.00
69032	5/5/2022	Angel Ambriz	Reim: Boot Program PP 5/2022, Training Manual & Class	354.13
69033	5/5/2022	Battery Junction Wholesale	6V Lantern Battery (48) 4/2022	787.00
69034	5/5/2022	Bonny Doon Environmental	STEP System Pumps & Parts 4/2022	5,741.94
69035	5/5/2022	California Water Service	Water Service - Mar-April 2022	52.85
69036	5/5/2022	Cintas	Uniform Service March 2022	2,754.60
69037	5/5/2022	Cleanserv Universal Services	Janitorial Service 5/2022	1,075.00
69038	5/5/2022	Dewey Pest Control	Chemical Service 4/2022	9,058.00
69039	5/5/2022	Navia Benefit Solutions	Commuter and FSA Monthly Fee - 4/2022 & FSA Contr PR 5/6/22	756.93
69040	5/5/2022	Freyer & Laureta	Avy Pump Station Design 3/2022	11,589.00
69041	5/5/2022	Grainger	Pump Station Parts & Material & Misc. Parts & Supplies 4/2022	374.33
69042	5/5/2022	Bob Hulsmann	Admin Lunch Food Reimbursement 5/2022	436.78
69043	5/5/2022	Mallory Co.	PPE Supplies 2/2022	401.52
69044	5/5/2022	Lisandro Marquez	5 Year Service Award	75.00
69045	5/5/2022	Medco Supply Company	First Aid & Safety Supplies 1/2022	46.48
69046	5/5/2022	City Of Menlo Park - Water	Water Service - Mar-April 2022	311.43
69047	5/5/2022	City Of Menlo Park-Fuel	Fuel: District Vehicles Mar & April 2022	22,360.34
69048	5/5/2022	Municipal Maintenance Equip.	Unit 226 PM & Repairs 3/2022	2,805.82
69049	5/5/2022	R.A. Nosek Investigations	Background Checks for New Hires 5/2022	299.00
69050	5/5/2022	Pacific Gas & Electric	Electric Service - March-April 2022	16,789.24
69051	5/5/2022	Pier 2 Marketing	Q2 2022 Website Maintenance 5/2022	500.00
69052	5/5/2022	Preferred Alliance	Admin Fees for DOT testing 3/2022	217.12
69053	5/5/2022	Principal Life Insurance	Employee Benefits 5/2022	5,991.93
69054	5/5/2022	San Mateo County Assessor	Special Assessment Preliminary Data 5/2022	305.00
69055	5/5/2022	County Of San Mateo	LSSA Recording Fee: 835 Marsh Rd, MP; 055-205220	20.00
69056	5/5/2022	County Of San Mateo	LSSA Recording Fee: 542 Bay Road, MP; 062-160-210	20.00
69057	5/5/2022	Seekzen Systems	IT Consulting Services 4/2022	475.00
69058	5/5/2022	Sharp Business Systems	Monthly Lease for Copiers 5/2022	1,142.15
69059	5/5/2022	Sonsray Machinery LLC	Backhoe: Replacement Front Rim 4/2022	387.24
69060	5/6/2022	Medina's Catering	Budget Workshop Lunch 5/2022	1,180.04
69061	5/12/2022	Alpha Analytical Laboratories	Daily Coliform Samples 4/2022	520.00
69062	5/12/2022	Veolia Water North America	Water Service - 1805 Purdue 4/2/22-5/1/22	46.73
69063	5/12/2022	Bay Alarm	Installation Charge & Alarm Monitoring- Marsh Rd 4/2022	1,563.99
69064	5/12/2022	Jed M. Beyer	Travel Reim: SHRWF Plant Repair, Aerobic Diffuser	6.96
69065	5/12/2022	Consolidated Parts, Inc	Soft Start Contactors 4/2022	1,842.97
69066	5/12/2022	CalPERS Long-Term Care Program	LTC Withholding 5/1/22-5/15/22	53.76
69067	5/12/2022	Cintas	Uniform Service 5/4/22	831.91
69068	5/12/2022	Du-All Safety, LLC	Safety Maintenance Contract 4/2022	1,968.75
69069	5/12/2022	Fischer Compliance LLC	SSMP Audit Consultant Services 5/2022	11,375.00
69070	5/12/2022	HF&H Consultants, LLC	Sewer Service Charges Rate Study FY 2022-23 3/2022	5,879.00
69071	5/12/2022	Hach Company	Flo Dar Maintenance & Reporting 5/2022	12,993.75
69072	5/12/2022	Hillyard/San Francisco	Paper Towels (8 boxes)	562.19
69073	5/12/2022	Home Depot Credit Services	Pump Station Parts and Material 4/2022	1,662.82
69074	5/12/2022	Bob Hulsmann	Travel Expense - CWEA Conference - 4/2022	172.50
69075	5/12/2022	Ieda	Consulting Fees 5/2022	814.00
69076	5/12/2022	Kone Pasadena	Elevator Service 5/2022	282.80
69077	5/12/2022	Damian Madrigal	Travel Expense - CWEA Conference - 4/2022	246.21
69078	5/12/2022	City Of Menlo Park-Fuel	Fuel: District Vehicles 2/2022	9,103.68
69079	5/12/2022	Menlo Park Hardware Co. #14016	Miscellaneous Tools & Parts Mar-April 2022	100.54
69080	5/12/2022	Pacific Gas & Electric	Electric Service - Mar-April 2022	1,474.53
69081	5/12/2022	Recology Peninsula Services	2yd Bin Weekly - SHGCC 4/2022	249.39
69082	5/12/2022	County Of San Mateo	LSSA Recording Fee: 1345 Johnson St, MP	20.00
69083	5/12/2022	TPX Communications	District VoIP & Fiber Service 4/2022	3,098.86
69084	5/12/2022	Video Voice Data Communication	EV Charging Station Deposit	3,731.00
69085	5/12/2022	Vision Communications Co.	Radio Air Time 5/2022	724.13
69086	5/12/2022	West Yost & Associates	Grant Funding BRWF 3/5/22-4/8/22	2,004.00
69087	5/12/2022	Woodard & Curran	Bayfront RWF Clean Water SRF Application	13,084.50
69088	5/19/2022	Airgas Usa, LLC	Tank Rentals 4/2022	43.13
69089	5/19/2022	Allied Crane	SHRWF Crane Certification 5/6/22	698.84
69090	5/19/2022	Readyrefresh By Nestle	Water Delivery 4/2022	59.82
69091	5/19/2022	Atchison, Barisone & Condotti	Legal Services 4/2022	7,255.58
69092	5/19/2022	Blackburn Manufacturing Co	Utility Marking Supplies 3/2022	1,344.67
69093	5/19/2022	Business Radio Licensing	FCC License Renewal FY22/23	110.00
69094	5/19/2022	CSRMA C/O Alliant Insurance	CSRMA Liability Deductible Claim 3019067	81.60
69095	5/19/2022	California Water Service	Water Service - April-May 2022	2,761.35

West Bay Sanitary District

Financial Activity Report

Withdrawals

May 2022

69096	5/19/2022	Cintas	Uniform Service 5/11/22	1,011.33
69097	5/19/2022	City Of Foster City	CalOpps: Job Posting Utility Worker 3/2022-4/2022	1,560.00
69098	5/19/2022	Comcast	Internet - 2006 Sand Hill Rd 5/15/22-6/14/22	141.72
69099	5/19/2022	Finishmaster Inc	Paint Material For By Pass Trailer Racks 4/2022	647.68
69100	5/19/2022	Navia Benefit Solutions	FSA Contributions PR 5/20/22	631.93
69101	5/19/2022	Mallory Co.	PPE Supplies 4/2022	2,784.64
69102	5/19/2022	City Of Menlo Park - Water	Water Service - Laurel St 4/1/22-5/6/22	748.17
69103	5/19/2022	City Of Menlo Park	Admin Alarm Permit Renewal 5/2022	25.00
69104	5/19/2022	New Pig Corporation	Spill Blockers Unit 208 3/2022	1,307.89
69105	5/19/2022	Ogasawara Landscape Maint.	Landscaping Maintenance 4/2022	1,610.00
69106	5/19/2022	Pacific Gas & Electric	Electric Service - Los Trancos Rd 4/15/22-5/15/22	232.24
69107	5/19/2022	Safety-Kleen Systems, Inc.	Hazardous Waste Disposal 3/2022	2,558.66
69108	5/19/2022	Towne Ford	Unit 209, 214, 225 Service 4/2022	727.58
69109	5/19/2022	Tritech Software Systems	Lucity Annual Renewal 8/1/22-7/31/23	13,642.32
69110	5/19/2022	US Standard Products Corp	PPE Supplies Mask 4/2022	476.01
69111	5/19/2022	Leaf Capital Funding LLC	Fujitsu Scanner Monthly Lease 6/2022	462.99
69112	5/19/2022	Verizon Wireless	District Cellphones 4/16/22-5/15/22	1,282.09
69113	5/19/2022	Woodard & Curran	BFRW Project Clean Water SRF Application 10/2021	13,335.25
69114	5/26/2022	AAA Rentals	Construction Equip. Rental 5/2022	1,890.30
69115	5/26/2022	AT&T	Telemetry & Alarms - 4/13-5/13/2022	1,110.19
69117	5/26/2022	Alpha Analytical Laboratories	Daily Coliform Samples April-May 2022	585.00
69118	5/26/2022	Readyrefresh By Nestle	Water Delivery 4/11-5/10/2022	54.94
69119	5/26/2022	Consolidated Parts, Inc	Soft Start Contactors 4/2022	2,653.44
69120	5/26/2022	CalPERS Long-Term Care Program	LTC Withholding - 5/16-5/31/2022	53.76
69121	5/26/2022	Cintas	Uniform Service 5/18/2022	820.99
69122	5/26/2022	Comcast	Internet - May-June 2022	570.62
69123	5/26/2022	Core & Main	Clay Wyes & Tees 5/2022	2,947.44
69124	5/26/2022	Dolphin Graphics	WQ Polo Shirt & Jackets 4/2022	428.86
69126	5/26/2022	Freyer & Laureta	Professional Engineering Services March-April 2022	128,318.87
69127	5/26/2022	Grainger	Tire Chucks Large Equipment & Pump Station Parts 4/2022	634.97
69128	5/26/2022	Hach Company	Flo Dar Maintenance & Reporting 8/2021 - 2/2022	90,956.25
69129	5/26/2022	Helix Laboratories, Inc.	Commander Odor Control 5/2022	2,764.03
69130	5/26/2022	KIS	Barracuda Message Archiver Annual Renewal 5/2022-5/2023	654.19
69131	5/26/2022	Mallory Co.	PPE Restock Goggles, Safety Glasses, Ear Plugs, Sanitizer 1/2022	4,226.51
69132	5/26/2022	R.A. Nosek Investigations	Background Checks for New Hires - 5/2022	335.00
69133	5/26/2022	Occupational Health Centers	Health Screenings 5/11/2022	129.00
69134	5/26/2022	Ogasawara Landscape Maint.	Landscaping Maintenance - WBSD & SHRWF 5/2022	700.00
69135	5/26/2022	Pacific Gas & Electric	Electric Service - April-May 2022	2,013.56
69136	5/26/2022	Principal Life Insurance	Employee Benefits Rev 5/2022	124.48
69137	5/26/2022	Shape Incorporated	5 HP Flygt Pump NP463-4 5/230/3 50'	24,112.50
69139	5/26/2022	Staples Credit Plan	Office Supplies April-May 2022	772.56
69140	5/26/2022	Verizon Wireless	Internet - 4/2-5/1/2022	65.16
69141	5/26/2022	Video Voice Data Communication	EV Charging Station Unit	9,859.00
69142	5/26/2022	Weco Industries	1/2 Jetter Hose & Tiger Tail	3,833.13
69143	5/26/2022	Zenon Environmental Corp.	Annual InSight Service - Analyst & Technical Support 4/2022	8,570.23

506,222.10

**West Bay Sanitary District
Financial Activity Report
Withdrawals
May 2022**

Corporate Cards:

GL	DATE	Account Number & Name	Description	Amount
54028	5/23/2022	Commuter Benefits	Fastrak: Transportation Expenses	1,150.00
54080	5/23/2022	Memberships	CWEA Membership Renewals & Tests	414.00
54091	5/23/2022	Stationary and Office Supplies	Office Supplies	570.49
54095	5/23/2022	Office Expense	Coffee Maker Part	10.93
54101	5/23/2022	Ops Supplies & Materials	Operating Equipment: Hose Replacement, Dish Soap, Wall Plates	107.99
54103	5/23/2022	Vehicle & Equipment Supplies	Aluminum Poles; Unit 221: Blower Motor	940.59
54104	5/23/2022	Cleaners, Paint, & Chemicals	Lime Away	295.31
54106	5/23/2022	Small Tools	Scanner	492.18
54108	5/23/2022	Monitoring Supplies & Equip	DO Meter Cable Assy, Sensor, pH Probe, pH Buffer Solution	590.88
54129	5/23/2022	Recruitment	Job Postings	290.00
54151	5/23/2022	Fleet/Vehicle R&M	Unit 224: Vehicle Service	72.38
54158	5/23/2022	Computer Software R & M	Subscriptions Renewals: Log Me In, Duo, Zoom, Norton	271.78
54159	5/23/2022	Computer Hardware R & M	PC Monitors, Cables	2,573.11
54173	5/23/2022	Dept Training & EE Development	DKF: Study Material for New Employees	558.66
54174	5/23/2022	Mgmt Conf. & District Meetings	Unit 225: Vehicle Service	527.04
54175	5/23/2022	CWEA Conf/Section Mtgs	CWEA Annual Conference; Webinars	1,323.64
54176	5/23/2022	Business Meetings	Business Meetings	166.63
54203	5/23/2022	Licenses & Permits	State Lands Commission: Levee Permit Public Agency/Structure	5,690.75
54207	5/23/2022	Vallombrosa Center	Lodging for Stand By	450.00
Bank of the West - Credit Cards				16,496.36

Bank Transfers:

DATE	PAYEE	PURPOSE	AMOUNT
5/2/2022	Paytrace	Credit Card Processing Fees	826.78
5/2/2022	CalPERS	Retirement Contributions PR 4/22/2022	23,611.46
5/3/2022	SVCW	SVCW Monthly Operating Contribution	596,979.00
5/6/2022	PrimePay	Employee Payroll & Board of Director Fees - Check Date: 5/6/2022	113,669.68
5/6/2022	PrimePay	Payroll Taxes	36,786.57
5/6/2022	ICMA	Deferred Compensation	12,322.78
5/10/2022	PrimePay	PrimePay Fees	678.10
5/11/2022	CalPERS	Health Premiums	55,066.78
5/16/2022	SVCW	SVCW Monthly Operating Contribution 4/2022 (not transferred)	596,979.00
5/20/2022	Bank of the West	Bank Fees	324.58
5/20/2022	PrimePay	Employee Payroll - Check Date: 5/20/2022	111,442.75
5/20/2022	PrimePay	Payroll Taxes	32,307.83
5/20/2022	ICMA	Deferred Compensation	12,251.01
5/27/2022	CalPERS	Retirement Contributions PR 5/6/22	23,605.14
Bank Wires/ACHs from BofW Checking			1,616,851.46

Internal Bank Transfers:

DATE	PAYEE	PURPOSE	AMOUNT
5/20/2022	WBSD Treatment Plant Reserve	Annual Reserve Contribution, in Approved Budget FY 2021-22	2,500,000.00
5/20/2022	WBSD Recycled Water Cash Flow Reserve	Transfer Reserves from LAIF to RWCF Account	5,000,000.00
Bank Transfers from BofW Checking			7,500,000.00

Summaries:

Withdrawal Summary

Total Checks	506,222.10
Total Corp Card	16,496.36
Total Bank Wires / ACHs	1,616,851.46
Total Internal Bank Transfers	7,500,000.00
Total Withdrawals	9,639,569.92

**West Bay Sanitary District
Expenditures By Vendor
7/01/2021 to 05/31/2022**

Regular Payables	Total by Vendor YTD FY 2021-22	Withdrawals May 2022
3T Equipment Company	44,482.00	-
A-A Lock & Alarm	586.41	249.36
AAA Fire Protection Services	980.57	-
AAA Rentals	6,465.98	1,890.30
Abila	4,649.82	-
Ace Fire Equipment & Service	1,428.52	-
Action Towing	780.00	-
Advanced Laser	1,456.85	-
Aerzen USA Corp.	10,326.36	-
Airgas Usa, LLC	1,243.03	43.13
Allied Crane	2,712.36	698.84
The Almanac	13,050.20	-
Alpha Analytical Laboratories	21,449.00	1,560.00
Aqua Natural Solutions	2,290.98	-
American Textile & Supply	181.28	-
Anderson Pacific	10,862.63	-
Angel Ambriz	1,083.66	354.13
Angulos NorCal Tree Service	4,600.00	-
Marvin Argueta-Ramos	283.75	-
AT&T	12,287.79	1,110.19
Atchison, Barisone & Condotti	95,803.88	7,255.58
Avery Associates, Inc.	5,500.00	-
Aztec Consultants	1,047,773.70	-
BAGG Engineers	78,468.00	-
Backflow Prevention Specialist	2,974.00	-
Bank of the West - Credit Cards	96,408.46	16,496.36
Bank of the West	3,479.49	324.58
Battery Junction Wholesale	1,743.93	787.00
Bay Alarm	17,712.88	1,563.99
Bay Area Air Quality Mgmt Dist	3,594.00	-
Bay Area Barricade Service Inc	2,880.94	-
Bay Area Paving Co. Inc.	23,440.00	-
Bayside Equipment Company	9,651.27	-
Annette Bergeron	75.00	-
Jed M. Beyer	6.96	6.96
Blackburn Manufacturing Co	1,344.67	1,344.67
Bobcat of Fremont	3,322.21	-
Bonny Doon Environmental	5,741.94	5,741.94
Bosco Oil Inc DBA Valley Oil	1,865.00	-
Business Radio Licensing	110.00	110.00
CA Dept Of Tax & Fee Admin	127.57	-
CASA	13,600.00	-
CA State Disbursement Unit	2,071.32	-
California Water Service	25,421.71	2,814.20
CalPERS - Actuary Fee	-	-
CalPERS - Admin Fees	200.00	-
CalPERS - Unfunded Accrued Liability	-	-
CalPERS - GASB Fee	1,050.00	-
CalPERS - Retirement	544,504.20	47,216.60
CalPERS - Health Premiums	606,083.17	55,066.78
CalPERS - 1959 Survivor Billing	-	-
Calpers Long-Term Care Program	1,053.92	107.52
Center For Hearing Health	620.00	-
Chavan & Associates LLP	14,000.00	-
Cintas	37,843.93	5,418.83
City of Menlo Park	46,079.00	25.00
City of Menlo Park-Fuel	88,811.43	31,464.02
City of Menlo Park - Water	11,939.85	1,059.60
Cleanserv Universal Services	12,900.00	1,075.00
Comcast	7,612.12	712.34
Consolidated Parts, Inc	9,254.22	4,496.41
The Concept Genie	5,318.01	-
Core & Main	25,913.47	2,947.44
Costco	60.00	-
CPS HR Consulting	33,248.75	-
CSDA	8,445.00	-
CSRMA c/o Alliant Insurance	363,614.95	81.60
Cues, Inc.	3,950.00	-
CUSI	15,000.00	-

**West Bay Sanitary District
Expenditures By Vendor
7/01/2021 to 05/31/2022**

Regular Payables	Total by Vendor YTD FY 2021-22	Withdrawals May 2022
CWEA	1,152.00	-
D & L Supply	11,352.56	-
Dell Marketing L.P.	2,255.10	-
Delta Diablo Sanitation Dist.	13,738.44	-
Dept Of Industrial Relations	1,125.00	-
Detection Instruments Corp.	1,847.40	-
Dewey Pest Control	26,202.00	9,058.00
Ditch Witch West	2,196.53	-
Dolphin Graphics	8,217.40	428.86
Du-All Safety, LLC	22,602.50	1,968.75
Duke's Root Control, Inc	208,018.28	-
East Bay Municipal Utility	2,458.50	-
Elite Parts LLC	995.23	-
ESRI	10,000.00	-
Fast Response On-Site Testing	1,737.60	-
Federal Express	3,235.50	-
Finishmaster Inc	647.68	647.68
Fischer Compliance LLC	16,625.00	11,375.00
City Of Foster City	2,600.00	1,560.00
Franchise Tax Board	4,664.66	-
Freyer & Laureta	716,167.76	139,907.87
Victor Garcia	489.00	-
Golden Gate Truck Center	116.50	-
Goldstreet Design Agency, Inc.	5,400.00	-
Governmentjobs.com dba NeoGov	4,118.37	-
Grainger	25,480.14	1,009.30
Granite Rock Company	382.43	-
Hach Company	164,858.63	103,950.00
Hadronex, Inc.	35,822.97	-
Harben California	3,016.43	-
Harbor Ready Mix	547.50	-
Harrington Industrial Plastics	857.08	-
Helix Laboratories, Inc.	5,287.71	2,764.03
HF&H Consultants, LLC	55,315.00	5,879.00
Hillyard/San Francisco	1,615.80	562.19
Home Depot Credit Services	12,267.99	1,662.82
Bob Hulsmann	876.37	609.28
ICMA	260,245.83	24,573.79
IEDA	8,954.00	814.00
Innovyze, Inc	8,605.00	-
Instrument Technology Corp.	5,507.03	-
Interstate Traffic Control	32.78	-
Ironhouse Sanitary District	2,713.45	-
Isac Inc	2,750.00	-
Jason Kambic	12,235.58	-
Kimball Midwest	2,517.51	-
KIS	11,361.37	654.19
Kone Pasadena	4,367.92	282.80
Lasky Trade Printing	2,848.91	-
Leaf Capital Funding LLC	925.98	462.99
Sione Lolohea	359.94	-
Damian Madrigal	783.21	246.21
Lisandro Marquez	763.65	75.00
Mallory Co.	20,985.40	7,412.67
Matheson Tri-Gas, Inc.	690.16	70.43
Maxx Metals	695.27	-
MedCo Supply Company	305.13	46.48
Medina's Catering	1,180.04	1,180.04
Menlo Park Chamber Of Commerce	475.00	-
Menlo Park Hardware Co. #14016	768.80	100.54
Menlo Park Historical Assn.	200.00	-
Mid Peninsula Abstracts	830.00	-
Mission Clay Products, LLC	8,742.31	-
Morse Hydraulics	748.17	-
Moss Rubber	365.97	-
Motion Industries, Inc.	3,062.40	-
Municipal Maintenance Equip.	12,531.19	2,805.82
Navia Benefit Solutions	20,351.62	1,388.86
NeoPost	1,850.00	-

**West Bay Sanitary District
Expenditures By Vendor
7/01/2021 to 05/31/2022**

Regular Payables	Total by Vendor YTD FY 2021-22	Withdrawals May 2022
Carrie Nevoli	435.31	-
Carrie Nevoli - Petty Cash	232.80	-
New Pig Corporation	1,307.89	1,307.89
Nixon-Egli Equipment Company	163.55	-
Occasions, Etc.	92.69	-
Occupational Health Centers	3,624.00	129.00
Ogasawara Landscape Maint.	18,396.00	2,310.00
Omega Industrial Supply, Inc.	13,804.30	-
P&F Distributers	2,161.25	-
Pacific Gas & Electric	204,105.60	20,509.57
Paytrace	8,033.30	826.78
PBM	536.85	-
Peninsula Battery Inc.	117.26	-
Peninsula Building Supply	2,418.54	-
Pier 2 Marketing	2,000.00	500.00
Charles A. Planje	17,622.00	-
Ponton Industries, Inc.	7,487.50	-
Precise Concrete Sawing, Inc.	900.00	-
Precise Printing And Mailing	20,638.25	-
Precision Engineering	2,770,643.97	-
Preferred Alliance	2,797.99	217.12
PrimePay Fees	7,682.15	678.10
Principal Life Insurance	63,821.07	6,116.41
Priority 1 Public Safety	919.75	-
Dominic Proia	69.00	-
Project Ergonomics	904.97	-
Property Owners	168,622.53	-
Quadient Leasing USA, Inc.	1,100.88	-
Questyme USA	1,390.04	-
R.A. Nosek Investigations	1,543.00	634.00
RF Macdonald Co.	2,090.00	-
Sergio Ramirez	439.44	-
Readyrefresh By Nestle	3,638.58	114.76
Recology Peninsula Services	8,558.94	249.39
Red Wing Shoe Store	4,006.81	-
Redwood General Tire Co., Inc.	5,528.77	-
Redwood City	15,470.77	-
Rich Voss Trucking	696.00	-
Roberts & Brune Company	1,553.88	-
SF Bay Conserv & Dev Comm	30,000.00	-
SVCW - Monthly Operating Contribution	6,566,769.00	1,193,958.00
SVCW 2018 Bonds	1,838,027.83	-
SVCW 2021 A-B Bonds	2,724,486.24	-
SVCW - SRF Debt	506,765.20	-
Silicon Valley Clean Water	2,775.00	-
Safety-Kleen Systems, Inc.	4,805.54	2,558.66
Rupert Sandoval	245.00	-
County of San Mateo	1,300.00	60.00
San Mateo County Assessor	305.00	305.00
San Mateo County Tax Collector	967.52	-
San Mateo County Health	4,314.00	-
County of San Mateo - LAFCO	32,610.00	-
County of Santa Clara	633.00	-
Robert J. Scheidt	1,075.26	-
Dale Scott & Co., Inc.	4,000.00	-
Seekzen Systems	13,445.00	475.00
Sensera Systems	3,027.84	-
Shape Incorporated	24,112.50	24,112.50
Sharp Business Systems	12,868.45	1,142.15
Snap On Industrial	2,175.49	-
Sonsray Machinery LLC	387.24	387.24
Spartan Tool	10,659.75	-
Staples Credit Plan	8,080.76	772.56
State Water Resources	19,665.50	-
Steven Creek Quarry, Inc.	2,062.13	-
Sunstate Equipment	4,071.36	-
Sutter EAP	1,268.25	-
SWRCB - SHRWF SRF Loan	662,910.88	-
TPX Communications	33,379.68	3,098.86

**West Bay Sanitary District
Expenditures By Vendor
7/01/2021 to 05/31/2022**

Regular Payables	Total by Vendor YTD FY 2021-22	Withdrawals May 2022
Target Specialty Products	4,552.90	-
Teamsters Local No. 350	9,098.00	-
Teletrac Navman US	2,719.60	-
Telstar Instruments, Inc.	7,363.04	-
Roy Thiele-Sardiña	1,368.31	-
Total Equip & Rental Of Fremont	1,488.66	-
Town Of Atherton	3,000.00	-
Town Of Los Altos Hills	5,625.00	-
Towne Ford	10,524.83	727.58
Tritech Software Systems	26,951.90	13,642.32
U.S. Jetting, LLC.	906.02	-
US Standard Products Corp	2,281.51	476.01
Underground, Inc.	116.78	-
Underground Service Alert Of No. CA & NV	25,571.80	-
Univar Solutions USA	11,322.86	-
VAR Technology Finance	4,166.91	-
Valley Heating & Cooling	6,661.79	-
Veolia Water North America	368.75	46.73
Verizon Wireless	17,547.09	1,347.25
Video Voice Data Communication	13,590.00	13,590.00
Javier Villalobos	832.88	-
Vision Communications Co.	7,565.01	724.13
Weco Industries	47,100.80	3,833.13
Jonathan Werness	225.00	-
West Yost & Associates	4,816.00	2,004.00
Western States Tool & Supply	1,307.06	-
Western Truck Fabrication, Inc	131.00	-
Wex Bank (Chevron)	300.29	-
Israel White	109.95	-
Woodard & Curran	82,859.57	26,419.75
Anthony Yllan	1,012.73	-
Young's Auto Supply Center	665.15	-
Zenon Environmental Corp.	8,570.23	8,570.23
Zion Bank (SVCW) - Misc Fees	25.00	-
Total Regular Payables	21,388,360.29	1,845,363.09
Wages & Payroll Taxes		
Salaries/Wages - Net Pay	2,740,204.92	221,862.43
Directors Fees - Net Pay	34,330.00	3,250.00
Payroll Taxes	878,516.53	69,094.40
Performance Merit Program - Net Pay	121,884.10	-
Total Wages & Payroll Taxes	3,774,935.55	294,206.83
Total External Withdrawals	25,163,295.84	2,139,569.92
WBSD Transfers:		
WBSD LAIF Account	29,500,000.00	-
WBSD Investment Accounts	7,871,315.00	7,500,000.00
Public Agency Retirement Services	50,000.00	-
Other Transfers	1,500.00	-
Transfer to WBSD Accounts	37,422,815.00	7,500,000.00
Total Withdrawals	62,586,110.84	9,639,569.92

THIS PAGE LEFT INTENTIONALLY BLANK



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 4C**

To: Board of Directors

From: Bob Hulsmann, Operations Superintendent

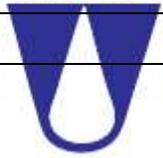
Subject: WBSD Operations and Maintenance Report – May 2022

Month	Basin PM Pipe Clean- ing Miles	High Freq. PM Pipe Clean- ing Miles	Un- Sche. Pipe Clean- ing Miles	WBSD CCTV Insp. Miles	Pipe Patch Repairs Qty.	Open Trench Repairs Qty.	Pump Sta. PM Qty.	Pump Sta. Unsch. Repairs Qty.	SSO Cat. 1	SSO Cat. 2&3s	Service Calls- Unit 208			
											Call Outs	Sch PM	Unsch. PM	USA's
January	9.4	4.8	0.1	0.7	3	3	64	0	0	0	83	10	1	164
February	10.2	7.3	1.2	2.8	3	10	60	0	0	0	76	5	0	165
March	14.5	0.2	0.3	2.8	3	12	63	0	0	0	84	14	0	225
April	17.3	3.8	0.5	2.7	6	8	63	0	0	1	48	9	0	224
May	7.3	8.6	0.5	3.4	6	11	60	0	0	0	47	6	1	193
* Oct.														
Nov.														
Dec														
Yr to date	58.7	24.7	2.6	12.4	21	44	310	0	0	1	338	44	2	
2022 Goals	120.0	50.0	n/a	45-50	50-65	90	n/a	<10	0-2	5- Mar	n/a	n/a	n/a	
2021 Results	*123	*50	8.6	**46	**55	91	834	2	0	4- Jan	944	n/a	n/a	
2020 Results	134.2	51.0	8.4	29.6	72	85	754	6	0	0	1012	89	5	
2019 Results	112.0	48.2	6.9	42.7	60	86	967	6	0	4	1063	75	33	
2018 Results	134.2	48.5	7.4	42.1	66	63	1256	6	0	4	1139	134	89	
2017 Results	126.4	52	6	25	66	97	1265	8	2	3	700	178	61	971

* = Including Town of Woodside

**= Including Los Altos Hills and Town of Woodside

THIS PAGE LEFT INTENTIONALLY BLANK



To: Board of Directors

From: Bob Hulsmann, Operations Superintendent

Subject: Town of Los Altos Hills - Operations and Maintenance Report for Work Performed by WBSD – May 2022

	Basin PM Pipe Cleaning	High Freq. PM Pipe Cleaning	Un-Sche. Pipe Cleaning	WBSD CCTV Insp.	Pump Sta. PM	Pump Sta. Unsch. Repairs	SSO	SSO	Service Calls
Month							Cat. 1	Cat. 2&3s	Call Outs
Temp Help	Miles	Miles	Miles	Miles	Qty.	Qty.			
January	0.1	0.7	0.0	1.7	5	0	0	0	0
February	1.2	0.2	0.2	1.1	5	0	0	1	0
March	1.5	0.3	0.1	1.3	5	0	0	0	0
April	0.0	1.6	0.3	0.0	4	0	0	0	0
May	1.5	1.6	0.0	0.8	4	0	0	0	0
June									
July									
*August 21	0.1	1.1	0.0	0.9	4	0	0	1	0
Sept.	1.6	1.3	0.1	0.9	4	0	0	0	0
Oct.	1.1	1.1	0.4	0.7	4	0	0	0	0
Nov.	0.4	1.3	0.0	1.1	4	0	0	1	1
Dec	0.5	0.7	0.5	0.1	4	0	0	0	0
Yr to date	8.0	9.9	1.6	8.6	43	0	0	3	1
FY21/22Goals	13	16.8	n/a	9.3	52	n/a	n/a	n/a	n/a
* = August- Start of Contract									



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 4E**

To: Board of Directors

From: Bob Hulsmann, Operations Superintendent

**Subject: Town of Woodside Operations and Maintenance Report for Work
Performed by WBSD – May 2022**

Please see next page for work performed.



Yearly Summary Report

6/13/2022
3:20 PM

Dates Between 5/1/2021 and 5/31/2022

Month	Basin PM Pipe Cleaning (miles)	High Freq PM Pipe Cleaning (miles)	Unscheduled Pipe Cleaning (miles)	CCTV Inspection (miles)	Pump Stations Preventive Maintenance Qty	Pump Stations Unscheduled Repairs Qty	SSO Cat 1	SSO Cat 2 & 3	Service Calls Call Outs
January	0.0	0.0	0.0	0.0	8	0.0	0.0	0.0	0.0
February	0.00	0.0	0.0	0.0	8	0.0	0.0	0.0	0.0
March	0.00	0.2	0.0	0.0	8	0.0	0.0	0.0	1.0
April	0.00	0.0	0.0	1.1	10	0.0	0.0	0.0	0.0
May	0.00	0.0	0.0	0.9	8	0.0	0.0	0.0	0.0
June	0.00	0.3	0.0	0.0	8	0.0	0.0	0.0	0.0
July	0.00	0.0	0.0	0.0	13	0.0	0.0	0.0	0.0
August	0.19	0.0	0.0	0.0	10	0.0	0.0	0.0	0.0
September	0.00	0.3	0.0	0.0	12	0.0	0.0	0.0	0.0
October	0.00	0.0	0.0	0.0	9	0.0	0.0	0.0	0.0
November	0.00	0.0	0.0	0.0	8	0.0	0.0	0.0	0.0
December	4.43	0.0	0.0	0.0	10	0.0	0.0	0.0	0.0
Totals	4.62	0.8	0.0	2.1	112	0.0	0.0	0.0	1.0



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 4F**

To: Board of Directors

From: Bill Kitajima, Projects & IT Manager

Subject: Consideration of Resolution Consenting to Annexation of Territory to the West Bay Sanitary District by the San Mateo County Local Agency Formation Commission – 229 Grove Drive, Portola Valley (079-011-050), Lands of Raghav

Background

The owners of the property located at 229 Grove Drive, Portola Valley, Lands of Raghav have requested the Local Agency Formation Commission (LAFCo) annex their property to the West Bay Sanitary District for the purposes of obtaining sanitary sewer service. The parcel will be a single-family residence that will need to connect to the existing Grinder system force main located on Grove Drive.

Analysis

Attached for the Board's review is the Geographic/Legal Description (Exhibit A) of the property to be annexed, and the LAFCo Resolution No. 1276 (Exhibit B) approving the annexation.

Fiscal Impact

Property owners have paid all annexation fees, and the fiscal impact would be additional sewer service charge revenue to the District once the parcel is connected.

Recommendation

The Projects Manager recommends that the District Board approve the Resolution as presented.

Attachments: Resolution _____ (2022)
Exhibit A – Geographic/Legal Description/CoC
Exhibit B – LAFCo Resolution No. 1276

RESOLUTION NO. ____ (2022)

IN THE DISTRICT BOARD OF THE WEST BAY SANITARY DISTRICT

COUNTY OF SAN MATEO, STATE OF CALIFORNIA

**A Resolution Consenting to the Annexation of Lands of Raghav (APN 079-011-050)
to the West Bay Sanitary District**

WHEREAS:

1. A petition for annexation of the property described herein to this District was initiated by the property owners.
2. The Local Agency Formation Commission (LAFCo) of San Mateo County assigned the following distinctive short form designation: Annexation of 229 Grove Drive, Portola Valley to the West Bay Sanitary District
3. The property to be annexed is described as follows:
See Exhibit "A" attached hereto and by this reference made a part hereof.
4. The said property is uninhabited.
5. The conditions of annexation are:
 - a. In the event that, pursuant to rules, regulations or ordinances of the District, as now or hereafter amended, the District shall require any payment of a fixed or determinable amount of money either as a lump sum or installments, for the acquisition, transfer, use or right of use of all or any part of the existing property, real or personal, of the District, such payment will be made to the District in the manner and at the time as provided by rules, regulations or ordinances of the District, as now or hereafter amended.
 - b. Upon and after the effective date of said annexation, the territory, and all persons entitled to vote by reason of residing or owning land within the territory, shall be subject to the jurisdiction of the District; shall have the same rights and duties as if the territory had been a part of the District upon its original formation; shall be liable for the payment of principal, interest and any other amounts which shall become due on account of any outstanding or then-authorized but thereafter issued bonds, including revenue bonds, or other contracts or obligations of the District; shall be subject to the levying or fixing and collection of any and all taxes, assessments, service charges, rentals or rates as may be necessary to provide for such payment; and shall be subject to all of the rates, rules, regulations and ordinances of the District, as now or hereafter amended.

6. The proposed annexation is for the interest of the landowners and present and future inhabitants within the District and within the said property to be annexed.
7. The LAFCo of San Mateo County has adopted Resolution 1276 (Exhibit "B") ordering annexation of the referenced territory to the West Bay Sanitary District.

NOW, THEREFORE, BE IT RESOLVED that:

- a. The above described property, pursuant to the order of the San Mateo County LAFCo, is hereby annexed to the West Bay Sanitary District, and the District Manager is directed to make such distribution of this Resolution as is required by law or is desirable.
- b. Pursuant to Government Code Section 56837, the District consents to waiver conducting authority proceedings.
- c. The regular San Mateo County Assessment Roll will be used to collect sewer service charges.
- d. The territory will not be taxed for bonded indebtedness.

Passed and adopted by the District Board of the West Bay Sanitary District at a regular meeting thereof held on the 22nd day of June, 2022 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

President of the District Board of the West Bay Sanitary District of San Mateo County, State of California

Attest:

Secretary of the District Board of the West Bay Sanitary District of San Mateo County, State of California

“EXHIBIT A”

DATE: 12-3-2021
ANNEXED TO: WEST BAY SANITARY DISTRICT
NAME OF ANNEXATION: WEST BAY SANITARY DISTRICT

**GEOGRAPHIC DESCRIPTION
LANDS OF RAGHAV
AND A PORTION OF GROVE DRIVE
PROPOSED WEST BAY SANITARY DISTRICT ANNEXATION
1.15 ACRE +/- PARCEL**

ALL THAT REAL PROPERTY IN THE TOWN OF PORTOLA VALLEY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEING ALL OF LOT 20, AND PORTIONS OF GROVE DRIVE, AS DESIGNATED ON THE MAP ENTITLED “TRACT NO. 608 STONEGATE, SUBDIVISION OF A PORTION OF CORTE MADERA RANCHO”, SAN MATEO COUNTY, CALIFORNIA, FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON SEPTEMBER 29, 1948 IN BOOK 29 OF MAPS AT PAGE 31, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT SOUTH 51°33'00" EAST 160.13 FEET (1) TO A POINT ON THE NORTHERLY RIGHT OF WAY OF GROVE DRIVE, 50 FEET IN WIDTH, SAID POINT IS ALSO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 40.00 FEET, A RADIAL TO SAID CURVE BEARS NORTH 51°33'00" WEST;
THENCE ALONG THE RIGHT OF WAY OF A CUL DE SAC AT THE NORTHERLY END OF SAID GROVE DRIVE, THROUGH A CENTRAL ANGLE OF 212°23'57", AN ARC LENGTH OF 148.28 FEET (2) TO THE BEGINNING OF A REVERSE CURVE WITH A RADIUS OF 20.00 FEET;
THENCE LEAVING SAID CUL DE SAC, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 134°06'57", AN ARC LENGTH OF 46.82 FEET TO A POINT OF CUSP (3);
THENCE LEAVING SAID RIGHT OF WAY NORTH 63°16'00" WEST 81.42 FEET TO THE NORTHWESTERLY RIGHT OF WAY OF SAID GROVE DRIVE;
THENCE ALONG SAID RIGHT OF WAY, SOUTH 38°27'00" WEST 42.15 FEET (5) TO THE BEGINNING OF A CURVE TO THE LEFT WITH A RADIUS OF 625.00 FEET,
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°00'00", AN ARC LENGTH OF 152.72 FEET (6) TO THE MOST SOUTHERLY CORNER OF SAID LOT 20;
THENCE NORTH 47°46'00" WEST 223.25 FEET (7) TO THE MOST WESTERLY CORNER OF SAID LOT 20;
THENCE NORTH 46°02'00" EAST 220.24 FEET (8) TO THE **POINT OF BEGINNING**.

CONTAINING 1.15 ACRES +/-

FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF THE LAND DESCRIBED.

APPROVED
SAN MATEO LOCAL AGENCY
FORMATION COMMISSION
455 COUNTY CENTER
REDWOOD CITY, CA 94063

EXHIBIT A PAGE 1 OF 2

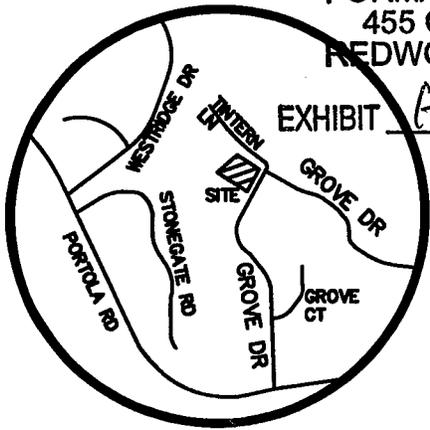


02-17-2022

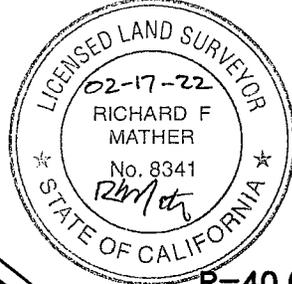
WEST BAY SANITARY DISTRICT
 (229 GROVE DRIVE)

EXHIBIT A PAGE 2 OF 2

DISCLAIMER: FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF THE LAND DESCRIBED.



VICINITY MAP
 NO SCALE



POINT OF BEGINNING

LANDS OF BONORA
 APN 079-011-040

LOT 20
 TRACT No. 608
 29 MAPS 31
 APN 079-011-050

TINTERN LANE (25')
 S51°33'00"E 160.13' (1)
 R=40.00'
 L=148.28'
 D=212°23'57" (2)
 N51°33'00"W (RADIAL)

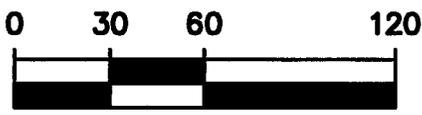
R=20.00'
 L=46.82'
 D=134°06'57" (3)

S38°27'00"W (5) 42.15'

R=625.00'
 L=152.72'
 D=14°00'00" (6)

N63°16'00"W 81.42' (4)
 RESOLUTION #1166

LOT 19
 TRACT No. 608
 29 MAPS 31
 APN 079-011-060



SCALE: 1" = 60'

GROVE DRIVE (50')

GROVE DRIVE (50')
 CURRENT WEST BAY SANITARY DISTRICT BOUNDARY RESOLUTION 1166



LEA & BRAZE ENGINEERING, INC.

CIVIL ENGINEERS · LAND SURVEYORS

BAY AREA REGION
 2495 INDUSTRIAL PKWY WEST
 HAYWARD, CALIFORNIA 94545
 (P) (510) 887-4086
 (F) (510) 887-3019
 WWW.LEABRAZE.COM

SACRAMENTO REGION
 3017 DOUGLAS BLVD, # 300
 ROSEVILLE, CA 95661
 (P) (916)966-1338
 (F) (916)797-7363

EXHIBIT 'B'

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR PROPOSED SEWER ANNEXATION, LANDS OF RAGHAV AND PORTIONS OF GROVE DRIVE, TOWN OF PORTOLA VALLEY, SAN MATEO COUNTY, CALIFORNIA

JOB NO 2200653

SCALE: 1" = 60'

RESOLUTION NO. 1276

**RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION
OF THE COUNTY OF SAN MATEO
MAKING DETERMINATIONS, APPROVING LAFCO FILE 21-11 –
ANNEXATION OF 229 GROVE DRIVE, PORTOLA VALLEY TO THE WEST BAY SANITARY DISTRICT AND
THE ON-SITE WASTEWATER DISPOSAL ZONE, AND
WAIVING CONDUCTING AUTHORITY PROCEEDINGS**

RESOLVED, by the Local Agency Formation Commission of the County of San Mateo, State of California, that

WHEREAS, a proposal for the annexation of certain territory to the West Bay Sanitary District in the County of San Mateo was heretofore filed with the Executive Officer of this Local Agency Formation Commission pursuant to Title 5, Division 3, commencing with Section 56000 of the Government Code; and

WHEREAS, the Executive Officer has reviewed the proposal and prepared a report, including the recommendations thereon, the proposal and report having been presented to and considered by this Commission; and

WHEREAS, it appears to the satisfaction of this Commission that all owners of the land included in the proposal consent to the proceeding; and

WHEREAS, a public hearing by this Commission was held on the proposal and at the hearing this Commission heard and received all oral and written protests, objections and evidence which were made, presented or filed, and all persons present were given an opportunity to hear and be heard with respect to the proposal and the Executive Officer's report; and

WHEREAS, the landowners and District have requested that the Commission waive conducting authority proceedings pursuant to government code Section 56837(c); and

WHEREAS, the proposal is categorically exempt from the environmental review requirements of the California Environmental Quality Act (CEQA) under State CEQA Guidelines Section 15319(a) & (b)

(Annexations of Existing Facilities and Lots for Exempt Facilities); and

NOW, THEREFORE, the Local Agency Formation Commission of the County of San Mateo DOES HEREBY RESOLVE, DETERMINE AND ORDER as follows:

Section 1. This proposal is approved, subject to the following conditions: None.

Section 2. The boundaries as set forth in the application are hereby approved as submitted and are as described in Exhibit "A" attached hereto and by this reference incorporated herein.

Section 3. The territory consists of 1.1 acres, is found to be uninhabited, and is assigned the following distinctive short form designation: Annexation of 229 Grove Drive, Portola Valley to the West Bay Sanitary District.

Section 4. Conducting authority proceedings are hereby waived in accordance with Government Code Section 56663 and this annexation is hereby ordered.

Section 5. Subsequent annexation to the On-Site Wastewater Disposal Zone is hereby approved.

APPROVED
SAN MATEO LOCAL AGENCY
FORMATION COMMISSION
455 COUNTY CENTER
REDWOOD CITY, CA 94063
EXHIBIT D PAGE 2 OF 3

Regularly passed and adopted this 19th day of January 2022.

Ayes and in favor of said resolution:

Commissioners: Joshua Cosgrove
Don Horsley
Ric Lohman
Harvey Rarback
Ann Draper, Vice Chair
Mike O'Neill, Chair

Noes and against said resolution:

None

APPROVED
SAN MATEO LOCAL AGENCY
FORMATION COMMISSION
455 COUNTY CENTER
REDWOOD CITY, CA 94063
EXHIBIT D PAGE 3 OF 3

Commissioners Absent:
Commissioners: Warren Slocum

Michael Davis
Chair
Local Agency Formation Commission
County of San Mateo
State of California

ATTEST:

Robert J. Bartoli
Interim Executive Officer
Local Agency Formation Commission

Date: 2/15/2022

I certify that this is a true and correct copy of the resolution above set forth.

Date: _____

Clerk to the Commission
Local Agency Formation Commission



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 4G**

To: Board of Directors

From: Bill Kitajima, Projects & IT Manager

**Subject: Consider Adopting Resolution Ordering Annexation of Certain
Parcels in the Territory of West Bay Sanitary District to the
West Bay Sanitary District's On-Site Wastewater Disposal Zone
Including Certain Determinations, Findings and Declarations of
the District Board – Lands of Raghav (229 Grove Drive, Portola
Valley)**

Background

This property will utilize a Grinder system; consequently this property must be annexed into the District's On-Site Wastewater Disposal Zone. The proponent shall be required to connect to the existing force main along Grove Drive.

Analysis

Following the Public Hearing to annex certain territory to the District's On-Site Wastewater Disposal Zone, the attached resolution would formally complete the annexation of the referenced Lands of Raghav.

Fiscal Impact

Property owners have paid all annexation fees and the fiscal impact would be additional sewer service charge revenue to the District once the parcel is connected.

Recommendation

Subject to the final review by legal counsel and the findings of the resolution holding true through the public hearing (i.e., protests by less than 35 percent of the voters and landholders), it is recommended by the Projects & IT Manager that the Board adopt the resolution as drafted.

Attachment: Resolution _____ (2022), Legal/Geographic Description, Site Map

WEST BAY SANITARY DISTRICT

RESOLUTION NO. _____ (2022)

RESOLUTION ORDERING ANNEXATION OF CERTAIN TERRITORY OF WEST BAY SANITARY DISTRICT TO THE WEST BAY SANITARY DISTRICT ON-SITE WASTEWATER DISPOSAL ZONE INCLUDING CERTAIN DETERMINATIONS, FINDINGS AND DECLARATIONS OF THE DISTRICT BOARD (LANDS OF RAGHAV)

The District Board of West Bay Sanitary District determines, finds and declares as follows:

(a) The proceedings, which are the subject of the Resolution, are undertaken pursuant to Chapter 3 of Part 2 of Division 5 (commencing with Section 6950) of the California Health & Safety (“H & S”) Code having to do with the formation of, and annexations to, on-site wastewater disposal zones.

(b) On April 27, 2022 the District Board approved and adopted Resolution No. 2273 (2022), “RESOLUTION OF INTENTION TO ANNEX CERTAIN TERRITORY TO THE WEST BAY SANITARY DISTRICT ON-SITE WASTEWATER DISPOSAL ZONE.” Among other things, Resolution No. 2273 (2022) described the area to be annexed to the zone, the name and address of the applicant and the number, type, volume and location of on-site wastewater disposal systems proposed.

(c) Pursuant to Resolution No. 2273 (2022), a public hearing was noticed in the manner required by H&S § 6958. The public hearing was commenced on June 22, 2022 and closed on June 22, 2022.

(d) Prior to the close of the hearing, the District Board received and considered reports from the following public officials and agencies as required by law:

- i. From the Public Health and Environmental Protection Division, Health Services Agency of the County of San Mateo, a letter dated May 25, 2022, constituting the report of the local health officer specifying the matters required by H & S § 6960.1.
- ii. From the California Regional Water Quality Control Board, San Francisco Bay Region, a letter dated May 27, 2022 constituting the report of the affected regional water quality control board with regard to the matters required by H & S § 6960.1 and approving the proposed plan for wastewater disposal by the affected regional water quality control board required by H & S § 6960.4.
- iii. From San Mateo Local Agency Formation Commission, a letter by which the commission approved annexation to the District and the District’s On-Site Wastewater Disposal Zone.

(e) At all times during the public hearing, the District was prepared to hear and receive any oral or written protests, objections and evidence which might be offered. No oral or written protests, objections or evidence in opposition to the proposal were made, presented or filed at any time. Therefore, pursuant to H & S § 6963, it is determined that written protests filed and not withdrawn prior to the conclusion of the public hearing represented:

- i. Less than 35 percent of the number of voters who reside in the territory to be annexed to the zone; and
- ii. Less than 35 percent of the number of owners of real property in the territory to be annexed to the zone who also own not less than 35 percent of the assessed value of real property in the territory to be annexed to the zone.

(f) The number and types of on-site wastewater disposal systems proposed to be acquired, operated, maintained and monitored in the territory to be annexed to the zone are in conformity with and do not exceed the limitations set forth in the reports referred to (d) i. and ii. above.

(g) The territory proposed for annexation to the zone contains two (2) voters as defined in the Elections Code.

(h) Operation of the zone in the territory to be annexed will not result in land uses that are not consistent with general plans, zoning ordinances or other land use regulations of the Town of Portola Valley, the County of San Mateo or any other affected public agency.

In consideration of the foregoing determinations, findings and declarations,

IT IS RESOLVED by the District Board as follows:

1. The territory described in Exhibit "A" shall be annexed to the West Bay Sanitary District On-Site Wastewater Disposal Zone.
2. This annexation shall be accomplished without an election and confirmation of voters within the area to be annexed shall not be required on the question of such annexation.
3. The exterior boundaries of the annexation shall include the same territory described in Exhibit "A" to Resolution No. 2273 (2022), which Exhibit "A" is attached to this Resolution and incorporated herein by reference.
4. There shall be one on-site wastewater disposal system serving one residential user in the territory to be annexed to the zone, which system the District will either acquire, operate, maintain or monitor, as the case may be, all as set forth in Exhibit "B" to Resolution No. 2273 (2022), which Exhibit "B" is attached to this Resolution and incorporated herein by reference.
5. Operations of the portions of the zone annexed herein shall be financed by a system of fees and charges imposed upon persons who make use of the on-site wastewater disposal system in the territory annexed to the zone. The fees and charges will be structured to take into account the actual costs of operating and administering the zone and the maintenance, repair and replacement of wastewater facilities within the

territory annexed to the zone. The fees and charges will, to the extent applicable, include the cost of transporting zone-generated wastewaters to appropriate wastewater treatment facilities.

Passed and adopted by the District Board of West Bay Sanitary District at a regular meeting thereof held on the 22nd day of June, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

President of the District Board of the
West Bay Sanitary District, San
Mateo County, State of California

Attest:

Secretary of the District Board of the
West Bay Sanitary District, San Mateo
County, State of California

“EXHIBIT A”

DATE: 12-3-2021
ANNEXED TO: WEST BAY SANITARY DISTRICT
NAME OF ANNEXATION: WEST BAY SANITARY DISTRICT

**GEOGRAPHIC DESCRIPTION
LANDS OF RAGHAV
AND A PORTION OF GROVE DRIVE
PROPOSED WEST BAY SANITARY DISTRICT ANNEXATION
1.15 ACRE +/- PARCEL**

ALL THAT REAL PROPERTY IN THE TOWN OF PORTOLA VALLEY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEING ALL OF LOT 20, AND PORTIONS OF GROVE DRIVE, AS DESIGNATED ON THE MAP ENTITLED “TRACT NO. 608 STONEGATE, SUBDIVISION OF A PORTION OF CORTE MADERA RANCHO”, SAN MATEO COUNTY, CALIFORNIA, FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON SEPTEMBER 29, 1948 IN BOOK 29 OF MAPS AT PAGE 31, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT SOUTH 51°33'00" EAST 160.13 FEET (1) TO A POINT ON THE NORTHERLY RIGHT OF WAY OF GROVE DRIVE, 50 FEET IN WIDTH, SAID POINT IS ALSO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 40.00 FEET, A RADIAL TO SAID CURVE BEARS NORTH 51°33'00" WEST;
THENCE ALONG THE RIGHT OF WAY OF A CUL DE SAC AT THE NORTHERLY END OF SAID GROVE DRIVE, THROUGH A CENTRAL ANGLE OF 212°23'57", AN ARC LENGTH OF 148.28 FEET (2) TO THE BEGINNING OF A REVERSE CURVE WITH A RADIUS OF 20.00 FEET;
THENCE LEAVING SAID CUL DE SAC, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 134°06'57", AN ARC LENGTH OF 46.82 FEET TO A POINT OF CUSP (3);
THENCE LEAVING SAID RIGHT OF WAY NORTH 63°16'00" WEST 81.42 FEET TO THE NORTHWESTERLY RIGHT OF WAY OF SAID GROVE DRIVE;
THENCE ALONG SAID RIGHT OF WAY, SOUTH 38°27'00" WEST 42.15 FEET (5) TO THE BEGINNING OF A CURVE TO THE LEFT WITH A RADIUS OF 625.00 FEET,
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°00'00", AN ARC LENGTH OF 152.72 FEET (6) TO THE MOST SOUTHERLY CORNER OF SAID LOT 20;
THENCE NORTH 47°46'00" WEST 223.25 FEET (7) TO THE MOST WESTERLY CORNER OF SAID LOT 20;
THENCE NORTH 46°02'00" EAST 220.24 FEET (8) TO THE **POINT OF BEGINNING**.

CONTAINING 1.15 ACRES +/-

FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF THE LAND DESCRIBED.

APPROVED
SAN MATEO LOCAL AGENCY
FORMATION COMMISSION
455 COUNTY CENTER
REDWOOD CITY, CA 94063

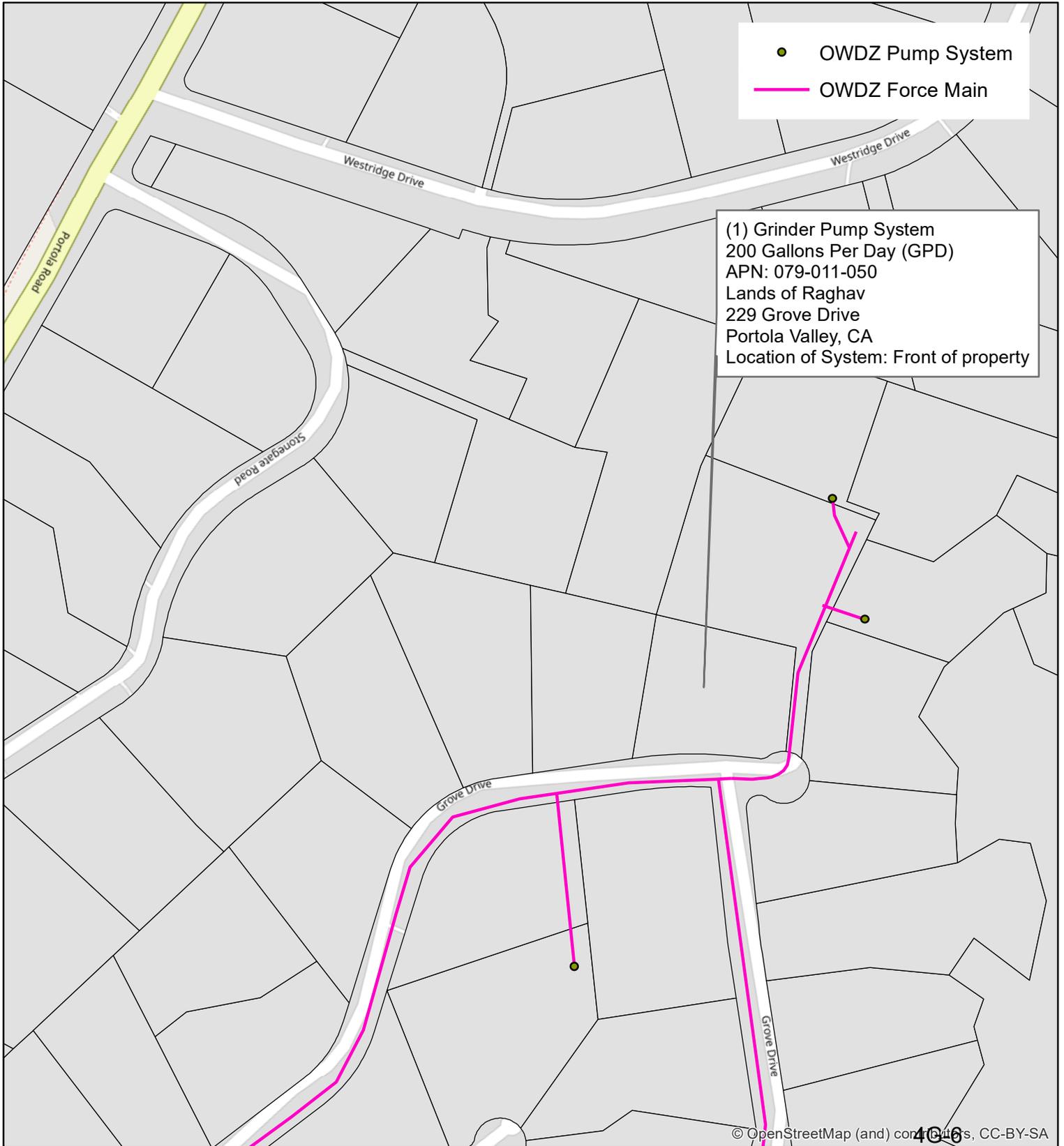
EXHIBIT A PAGE 1 OF 2



02-17-2022



WEST BAY SANITARY DISTRICT
EXHIBIT "B"
SITE LOCATION
229 GROVE DRIVE
PORTOLA VALLEY, CA
GRINDER SYSTEM





WEST BAY SANITARY DISTRICT AGENDA ITEM 4H

To: *Board of Directors*

From: *Bill Kitajima, Projects & IT Manager*

Subject: *Consider Authorizing the District Manager to Issue the Class 3 Permit for the Sewer Realignment Required for 1173 Saratoga Avenue, East Palo Alto and Ratify Authorizing the District Manager to Execute an Agreement with the Property Owner*

Background

The District has a 6-inch mainline within a public utility easement (PUE) along the rear property line of the original subdivision at 1173 Saratoga Avenue. The owner has begun construction of an Accessory Dwelling Unit (ADU). Upon discovery of the encroachment of the ADU over the PUE, the City of East Palo Alto issued a stop work order. To avoid the burden and expense of relocating or demolishing the ADU, the property owner proposed to realign the existing public sewer with new easements around the ADU.

Analysis

The property owner and District have reached and executed an agreement as attached. The property owner will realign the existing sewer with new easements. District staff has approved the design, and all fees have been paid as per the agreement.

Fiscal Impact

No impact to the District.

Recommendation

The Projects & IT Manager recommends the District Board direct the District Manager to issue Class 3 Sewer Permit No. 1621 for the approved sanitary sewer work and ratify authorizing the District Manager to execute the agreement.

Attachments: Resolution ____ (2022)
Notice of Exception
Class 3 Permit (1612)
Site Map
Agreement

RESOLUTION NO. _____ (2022)

IN THE DISTRICT BOARD OF THE WEST BAY SANITARY DISTRICT
COUNTY OF SAN MATEO, STATE OF CALIFORNIA

BE IT RESOLVED, by the District Board of West Bay Sanitary District, County of San Mateo, State of California, as follows:

ENVIRONMENTAL IMPACT REVIEW

Name of Project: 1173 Saratoga Avenue Gravity Main Realignment

Location: Within an easement in the rear of 1173 Saratoga Avenue, East Palo Alto, CA

Entity or Person Undertaking Project: Milandra Piterman

Determination of the District Board:

The District Board hereby certifies that it has reviewed the Preliminary Review and Notice of Exemption prepared for this project and has considered the contents thereof. The Board finds that this document is adequate for use by the District in its review of the project.

The District Board finds that the following feasible alternatives and/or mitigation measures within its powers, would substantially lessen any significant effects which the project would have on the environment:

N/A

The Board certifies that the Preliminary Review and Notice of Exemption has been prepared and completed in compliance with the California Environmental Quality Act and the State Guidelines.

The Board finds that the project Preliminary Review and Notice of Exemption identifies the following significant effects:

N/A

The Board further finds that for each of these significant effects.

N/A Changes or alterations have been required in, or incorporated, into the project which mitigate or avoid the significant environmental effects thereof as identified in the Final EIR.

N/A Such changes or alterations are within the responsibility and jurisdiction of a public agency other than the District. Such changes have been adopted by such other agency or can and should be adopted by such other agency.

N/A Specific economic, social, or other considerations make infeasible the mitigation measures or project alternatives identified in the Final EIR.

Based upon the foregoing, and upon compliance with District regulations and requirements, as applicable, the project is hereby:

_____ Approved

_____ Disapproved

The District Manager of West Bay Sanitary District is directed to prepare a Notice of Exemption pursuant to the provisions of the State Guidelines Implementing the California Environmental Quality Act adopted by Resolution No. 1105 of this District Board. The District Manager is not directed to prepare and file a Statement of Overriding Consideration pertaining to the approval of this project pursuant to the provisions of the same Guidelines.

Passed and adopted by the District Board of West Bay Sanitary District at a regular meeting thereof held on the 22nd day of June 2022, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

President of the District Board of the
West Bay Sanitary District of San Mateo
County, State of California

Attest:

Secretary of the District Board of the
West Bay Sanitary District of San Mateo
County, State of California

Notice of Exemption

To: County Clerk
County of San Mateo
555 County Center
Redwood City, CA 94063

From: West Bay Sanitary District
500 Laurel Street
Menlo Park CA 94025

Project Title: 1173 Saratoga Avenue Gravity Main Realignment

Project Location – Specific: Within an easement in the rear of 1173 Saratoga Avenue, East Palo Alto, CA

Project Location – City: East Palo Alto **Project Location – County:** San Mateo

Description of Project: Realignment of Gravity sewer main

Name of Public Agency Approving Project: West Bay Sanitary District

Name of Person or Agency Carrying Out Project: Milandra Piterman

Exempt Status:

CEQA Guidelines Section 15601(b)(3), General Rule; Categorical Exemption. Class 1 – Section 15301 (b) of the State CEQA Guidelines. (b) Existing facilities of both investor and publicly-owned utilities used to provide electric power, natural gas, sewerage, or other public utility services.

Reasons why project is exempt:

This project is exempt from CEQA because it can be “seen with certainty that there is no possibility that the activity in question may have a significant impact on the environment.” This certainty is based on the District’s past experience with numerous sewer construction projects of this nature, and the mitigated measures included in all such projects to alleviate any impacts. Most project elements also are exempt as minor alteration of existing public utilities with negligible or no expansion of use.

Lead Agency: West Bay Sanitary District

Lead Agency Contact Person: Sergio Ramirez (650) 321-0384

Signature Date: _____ Title: District Manager

“PRELIMINARY REVIEW”

1173 Saratoga Avenue Gravity Main Realignment
June 16, 2022

INTRODUCTION. At the June 22, 2022 District Board Meeting, the Board will consider the approval of the Class 3 Sewer Permit for the realignment of a gravity sewer main line within an new easement at 1173 Saratoga Avenue in East Palo Alto; and the authorization for the filing of a California Environmental Quality Act (CEQA) “Notice of Exemption” for the project. This project is proposed by the homeowners at 1173 Saratoga Avenue, Milandra Piterman.

EXEMPTION REVIEW. In compliance with CEQA Guidelines, this “preliminary review” of the gravity sewer mainline realignment within the easement at 1173 Saratoga Avenue was conducted to determine whether the project is exempt from CEQA. Based on this review, staff has concluded that the project is exempt from CEQA under several sections of the guidelines. In summary, the project would not have any significant impacts on the environment because it includes little or no expansion of capacity, and will employ mitigation measures to alleviate any impacts.

This preliminary review presents and elaborates upon the rationale for the conclusions reached by staff.

Staff has concluded that all project elements are exempt under CEQA Guidelines section 15061(b)(3) (known as the “General Rule”), since it can be “seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.”

This certainty is based on the District’s past experience with numerous sewer construction projects of this nature, and the mitigation measures included in all such projects to alleviate any impacts.

Past Experience. The District has completed many miles of sewer construction projects and pump station rehabilitation projects in commercial and residential areas throughout Menlo Park, Atherton, and the County of San Mateo, including the Portola Valley area. While construction-related impacts on land use, traffic, noise, air quality, erosion, drainage, public safety, and cultural resources can occur, no significant environmental impacts have resulted from this work.

The reasons these have been “less-than-significant” include the short-term nature of construction activities, application of the District’s standard construction mitigation measures, good community relations outreach programs to inform project area residents of construction activities, and active coordination with local jurisdictions.

Construction Mitigation Measures. Specific impact mitigation measures will be included in the proposed project to avoid, minimize, reduce, or rectify for construction-related impacts. These measures are used on all sewer construction projects. The measures address dust control; erosion control; noise control; protection of soils; provision for adequate drainage; protection and restoration of structures; precautions for working

near sensitive and unique vegetation, protection and restoration of vegetation, landscaping, and improvements; public health and safety precautions; community notifications; traffic control; and preservation of cultural resources.

Most project elements also are exempt as minor alteration of existing public utilities with negligible or no expansion of use.

Staff has concluded that most project elements are “categorically exempt” under CEQA Guidelines Section 15301 (b) of the State CEQA Guidelines. (b) Existing facilities of both investor and publicly-owned utilities used to provide electric power, natural gas, sewerage, or other public utility services.

CONCLUSION. Based on the information presented herein, staff has concluded that all of the realignment of the gravity sewer main line is exempt from CEQA under the CEQA Guidelines Section 15061(b)(3) (the General Rule), and that most project elements are also exempt under CEQA Guideline Section 15301 (b).

WEST BAY SANITARY DISTRICT

500 Laurel Street
Menlo Park, California 94025
(650) 321-0384

Permit Number
1621

Type _____

APPLICATION FOR CLASS 3 SEWER PERMIT

To the WEST BAY SANITARY DISTRICT:

The undersigned, being the Owner Owner's Agent of the property located at

1173 SARATOGA AVE. EAST PALO ALTO

does hereby request permission to construct sanitary sewers and related facilities to serve a

Residential Non-residential Development at said location.

ENGINEER'S

DAN MACLEOD

Name

985 CENTER ST.

Address

SAN CARLOS CA
94070

CONTRACTOR'S

Name

Address

OWNER'S

PITERMAN, MIRANDA

Name

15 N HILL CT. OAKLAND 94618

Address

Baljit D. Vikram Singh P.A

Applicant's Signature

BALJIT D. VIKRAM SINGH

Signed by - Please Print Name

27082 Horseshoe Ln. Los Altos Hills.

Address

Receipt of \$ 585.00 Application Fee is hereby acknowledged

2 Reese 6/3/22

Date

Receipt of \$ _____ Cash Deposit or Performance Bond

Comments

Sewer main relocation

Approved by the District Board on _____

Application approved and permit issued:

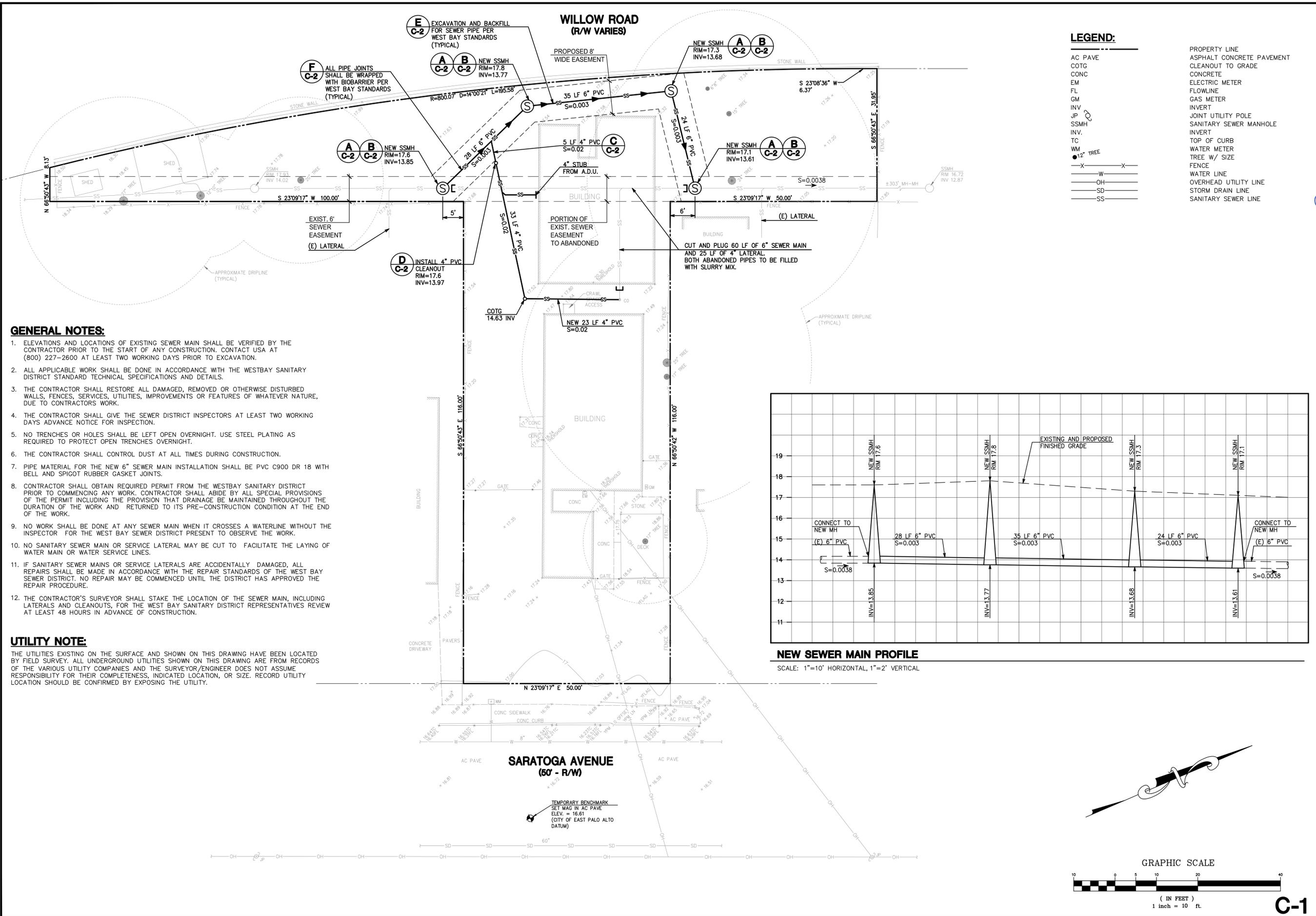
WEST BAY SANITARY DISTRICT
Sergio Ramirez, District Manager

Date _____

By _____

Final Acceptance by the District Board on _____

4H-7



GENERAL NOTES:

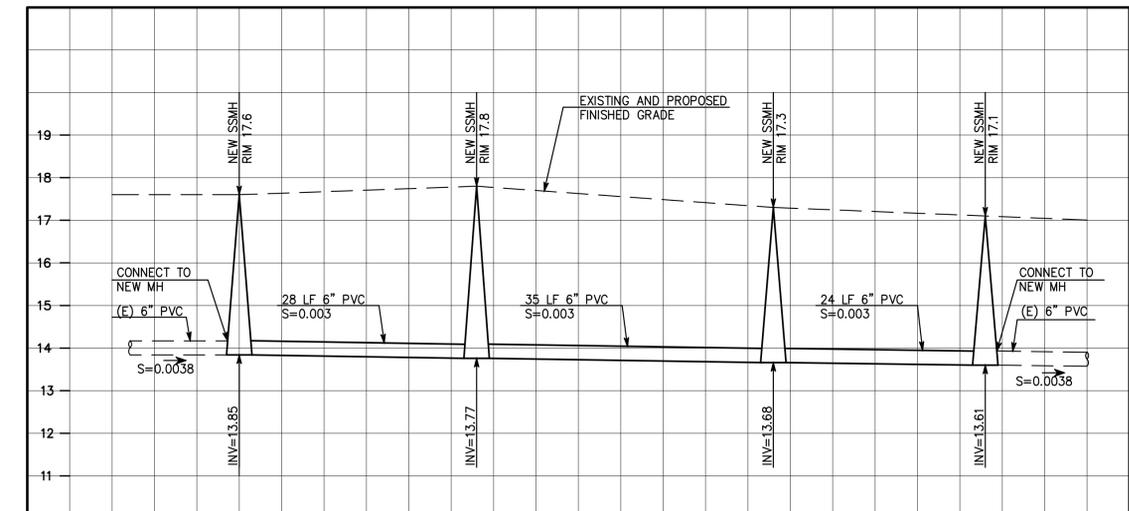
- ELEVATIONS AND LOCATIONS OF EXISTING SEWER MAIN SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF ANY CONSTRUCTION. CONTACT USA AT (800) 227-2600 AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATION.
- ALL APPLICABLE WORK SHALL BE DONE IN ACCORDANCE WITH THE WESTBAY SANITARY DISTRICT STANDARD TECHNICAL SPECIFICATIONS AND DETAILS.
- THE CONTRACTOR SHALL RESTORE ALL DAMAGED, REMOVED OR OTHERWISE DISTURBED WALLS, FENCES, SERVICES, UTILITIES, IMPROVEMENTS OR FEATURES OF WHATEVER NATURE, DUE TO CONTRACTORS WORK.
- THE CONTRACTOR SHALL GIVE THE SEWER DISTRICT INSPECTORS AT LEAST TWO WORKING DAYS ADVANCE NOTICE FOR INSPECTION.
- NO TRENCHES OR HOLES SHALL BE LEFT OPEN OVERNIGHT. USE STEEL PLATING AS REQUIRED TO PROTECT OPEN TRENCHES OVERNIGHT.
- THE CONTRACTOR SHALL CONTROL DUST AT ALL TIMES DURING CONSTRUCTION.
- PIPE MATERIAL FOR THE NEW 6" SEWER MAIN INSTALLATION SHALL BE PVC C900 DR 18 WITH BELL AND SPIGOT RUBBER GASKET JOINTS.
- CONTRACTOR SHALL OBTAIN REQUIRED PERMIT FROM THE WESTBAY SANITARY DISTRICT PRIOR TO COMMENCING ANY WORK. CONTRACTOR SHALL ABIDE BY ALL SPECIAL PROVISIONS OF THE PERMIT INCLUDING THE PROVISION THAT DRAINAGE BE MAINTAINED THROUGHOUT THE DURATION OF THE WORK AND RETURNED TO ITS PRE-CONSTRUCTION CONDITION AT THE END OF THE WORK.
- NO WORK SHALL BE DONE AT ANY SEWER MAIN WHEN IT CROSSES A WATERLINE WITHOUT THE INSPECTOR FOR THE WEST BAY SEWER DISTRICT PRESENT TO OBSERVE THE WORK.
- NO SANITARY SEWER MAIN OR SERVICE LATERAL MAY BE CUT TO FACILITATE THE LAYING OF WATER MAIN OR WATER SERVICE LINES.
- IF SANITARY SEWER MAINS OR SERVICE LATERALS ARE ACCIDENTALLY DAMAGED, ALL REPAIRS SHALL BE MADE IN ACCORDANCE WITH THE REPAIR STANDARDS OF THE WEST BAY SEWER DISTRICT. NO REPAIR MAY BE COMMENCED UNTIL THE DISTRICT HAS APPROVED THE REPAIR PROCEDURE.
- THE CONTRACTOR'S SURVEYOR SHALL STAKE THE LOCATION OF THE SEWER MAIN, INCLUDING LATERALS AND CLEANOUTS, FOR THE WEST BAY SANITARY DISTRICT REPRESENTATIVES REVIEW AT LEAST 48 HOURS IN ADVANCE OF CONSTRUCTION.

UTILITY NOTE:

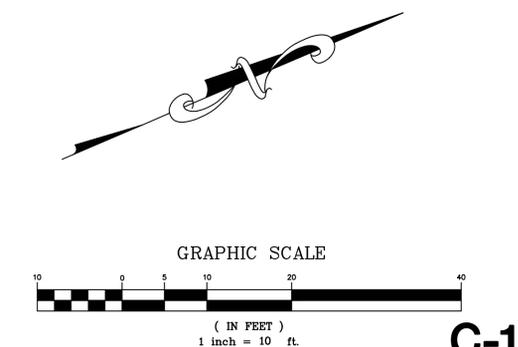
THE UTILITIES EXISTING ON THE SURFACE AND SHOWN ON THIS DRAWING HAVE BEEN LOCATED BY FIELD SURVEY. ALL UNDERGROUND UTILITIES SHOWN ON THIS DRAWING ARE FROM RECORDS OF THE VARIOUS UTILITY COMPANIES AND THE SURVEYOR/ENGINEER DOES NOT ASSUME RESPONSIBILITY FOR THEIR COMPLETENESS, INDICATED LOCATION, OR SIZE. RECORD UTILITY LOCATION SHOULD BE CONFIRMED BY EXPOSING THE UTILITY.

LEGEND:

AC PAVE	PROPERTY LINE
COTG	ASPHALT CONCRETE PAVEMENT
CONC	CLEANOUT TO GRADE
EM	CONCRETE
FL	ELECTRIC METER
GM	ELECTRIC METER
INV	FLOWLINE
JP	GAS METER
SSMH	INVERT
INV	JOINT UTILITY POLE
TC	SANITARY SEWER MANHOLE
WM	INVERT
● 12" TREE	TOP OF CURB
-X-X-	WATER METER
-W-	TREE W/ SIZE
-OH-	FENCE
-SD-	WATER LINE
-SS-	OVERHEAD UTILITY LINE
	STORM DRAIN LINE
	SANITARY SEWER LINE



NEW SEWER MAIN PROFILE
SCALE: 1"=10' HORIZONTAL, 1"=2' VERTICAL



DATE:	05/10/22
BY:	AAP
DESCRIPTION:	SEWER MAIN AND LATERAL RELOCATION PLAN
REV:	
NO. 35048	
REGISTERED PROFESSIONAL ENGINEER	
STATE OF CALIFORNIA	
MACLEOD AND ASSOCIATES	
CIVIL ENGINEERING • LAND SURVEYING	
965 CENTER STREET • SAN CARLOS, CA 94070 • (650) 593-8560	
PREPARED FOR:	MAYURENDRA BAUGH
SEWER MAIN AND LATERAL RELOCATION PLAN	
1173 SARATOGA AVENUE	
A.P.N. 062-121-320	
EAST PALO ALTO	SAN MATEO COUNTY CALIFORNIA
DRAWN BY:	AAP
DESIGNED BY:	VPG
CHECKED BY:	DGM
SCALE:	1"=10'
DATE:	05/10/22
DRAWING NO.	5139-SEWER
SHEET	1 OF 2

AGREEMENT

This Agreement is made and entered into by and between Milanendra Pritam Vikram Singh Piterman, Trustee of The Milan's Freedom Trust dated August 31, 2015 ("Property Owner") and West Bay Sanitary District ("District"), and shall be effective on the date by which it has been executed by all parties hereto.

Recitals

- A. Property Owner represents that she is the sole and exclusive owner of certain property located in District's territory commonly known as 1173 Saratoga Avenue, East Palo Alto, California, and designated in the records of the San Mateo County Assessor as APN 062-121-320 (the "Real Property").
- B. District owns and maintains a six (6) inch sanitary sewer main line in a Public Utility Easement (the "Easement") within the boundaries of the Real Property, over a portion of which Property Owner has begun construction of an Accessory Dwelling Unit (the "Encroachment").
- C. Upon discovery of the Encroachment, the City of East Palo Alto issued a "Stop Work" order pending resolution of the Encroachment issue.
- D. In order to avoid the burden and expense of relocating or demolishing the Encroachment, Property Owner has requested that the District abandon a portion of the existing easement located generally beneath and adjacent to the Encroachment (the "Encroachment Area Easement") and relocate the sewer main to a new easement (the "New Easement") located within the Real Property. District is willing to grant the request subject to Property Owner satisfying and complying with at all times all of the Terms and Conditions of this Agreement.
- E. The District and the Property Owner have reached an agreement in principle to relocate the public sewer main so that the project may continue.

Terms and Conditions

In consideration of the foregoing Recitals and the following Terms and Conditions, it is mutually agreed as follows:

1. Concurrently with an executed copy of this Agreement, Property Owner shall deliver to West Bay a check in the sum of \$2,000.00 to cover West Bay's legal and administrative expenses incurred in connection with this Agreement.
2. Property Owner shall conduct a site survey to prepare an easement description for the New Easement in an alignment to be approved by West Bay in its sole discretion. West Bay will accept an easement of eight (8) feet so that the public sewer main may be constructed between the existing sound wall and the proposed ADU barring any existing easements or covenants running with the land.

3. Upon West Bay's receipt and approval of the easement description, Property Owner shall execute an easement deed, based on the District's standard easement deed template (Exhibit A, attached hereto), conveying the New Easement to West Bay.
4. Upon recordation of the new easement deed, property owner shall apply for and obtain a Class 3 sewer permit to: (1) construct a new sewer main (the "New Sewer Main") in the New Easement; and (2) disconnect the portion of the existing sewer main located within the Encroachment Area. The standard Class 3 sewer permit fee shall be applicable but not to exceed \$585.00, however the \$2000.00 inspection fee deposit will be waived.
5. Upon issuance of the sewer permit, Property owner shall commence and diligently undertake construction of the New Sewer Main. All construction performed pursuant to said permit shall be performed in accordance with the District's regulations, and shall be inspected by the District prior to acceptance. Existing Lateral Connections to the public sewer main shall remain in place as long as they do not interfere with the new layout of public sewer main. Upon acceptance of the construction, the New Sewer Main shall become the property of the District.
6. Once the Agreement is fully executed, the District will cooperate with Property Owner's request to the City of East Palo Alto to lift the Stop Work order.
7. In the event West Bay determines, in its sole discretion, that Property Owner has not diligently undertaken and performed the sewer main construction, or that Property Owner is unable to undertake the construction, then the District may elect to have the work completed by contracting for such work or using District forces, and shall recover the cost thereof from Property Owners. In the event that legal action is necessary to collect such costs, then the District shall also recover its attorneys' fees and costs incurred in such legal action. In that event, in addition to and not in lieu of all other remedies available under the terms of this Agreement or at law, the District may, at its option, proceed with enforcement of the lien created by this Agreement in accordance with the procedures for the enforcement of a tax lien as provided in Section 43003 of the California Government Code, as amended or replaced from time to time, or in any other manner authorized by law, including but not limited to judicial or non-judicial foreclosure.
8. This Agreement shall serve as Property Owner's grant to District of an easement for purposes of performing the work described in the preceding paragraph.
9. Upon completion of the construction described in Paragraph 4, above, District shall formally abandon the Encroachment Area Easement, and quitclaim any interest in the Encroachment Area Easement to Property Owner. Nothing contained herein shall be construed to affect the facilities or rights of any other public agency or entity that may have an interest in the Easement. Property Owner shall be responsible for, and shall assume all risk associated with, any other agency or entity's claim of right to utilize the Encroachment Area Easement and, should Property Owner wish to seek abandonment or vacation of the PUE pursuant to the Public Streets, Highways and Service Easement

Vacation Law (Cal. Streets & Highways Code § 8300, et seq), shall further be responsible to seek approval of such from the City of East Palo Alto. In that event, and provided that Property Owner is otherwise in full compliance with the terms of this Agreement, District will not oppose the approval of such a request.

10. Property Owner shall defend, indemnify and hold District harmless for any and all claims, demands and causes of action of whatever nature, including but not limited to any liability for any injuries or damages caused by or associated with the Encroachment, construction of the New Sewer Main, District's quitclaim of its interest in the PUE, or which may otherwise arise out of or be in any way related to the provisions of this Agreement.
11. The District Manager, under Article VII, Section 707(08) is hereby authorized to inspect the premises of any customer at all reasonable times to ascertain whether the provisions of this agreement and the District's Code of General Regulations, or the provisions of any permit or variance issued by the District are being complied with.
12. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief. The laws of the State of California, with jurisdiction in the San Mateo County Superior Court, shall govern all matters relating to the validity, interpretation, and effect of this Agreement and any authorized or alleged changes, the performance of any of its terms, as well as the rights and obligations of Property Owner and the District.
13. This Agreement, along with any attachments, is the full and complete integration of the parties' agreement with respect to the matters addressed herein, and that this Agreement supersedes any previous written or oral agreements between the parties with respect to the matters addressed herein.
14. This Agreement may not be assigned by either the District or Property Owner without the prior written consent of the other.
15. This Agreement shall be binding upon and inure to the benefit of the parties, their respective officers, directors, employees, agents, assignees, transferees, personal representatives and successors in interest. The promises, covenants, obligations and duties of Property Owner under this Agreement are deemed covenants running with the Real Property and shall be binding upon all of the successors in interest to Property Owner with regard to the Real Property.
16. Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
17. If either party shall desire or is required to give notice to the other such notice shall be given in writing, via email and concurrently delivered by overnight Federal Express [or priority U.S. Mail], addressed to recipient as follows:

To District:

West Bay Sanitary District
Attn: Sergio Ramirez
500 Laurel Street
Menlo Park, Ca 94025
Phone: (650) 321-0384
Email: sramirez@westbaysanitary.org

To Property Owner:

Milanendra Piterman
48 N. Hill Ct.
Oakland, California 94618
Phone: (home) 510-848-9632;
(cell) 510-421-3354
Email: milanpiterman@yahoo.com

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

18. This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each one shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding on and effective regarding all parties. A scanned, electronic, facsimile, or other copy of a party's signature shall have the same force and effect as an original signature.
19. By their signatures below, the Parties acknowledge that they have each read and understand the terms of this Agreement, and are authorized to execute this Agreement to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

Executed at Menlo Park, California;

District:

WEST BAY SANITARY DISTRICT

Dated: 4/5/2022

By 
Sergio Ramirez
District Manager

Property Owner:

MILANENDRA PITERMAN, TRUSTEE

Dated: 4-05-2022


Milanendra Piterman

EXHIBIT A

RECORDED AT THE REQUEST OF
And
WHEN RECORDED MAIL TO:

WEST BAY SANITARY DISTRICT
500 Laurel Street
Menlo Park, CA 94025

(Space above for Recorder=s use only)

THE UNDERSIGNED GRANTOR(S) DECLARE(S):

DOCUMENTARY TRANSFER TAX IS \$0 CITY TAX IS

- computed on the full value of the property conveyed, or
- computed on the full value less value of liens or encumbrances remaining at the time of sale, or
- this is a conveyance of an easement and the consideration and value is less than \$100, R & T 11911.
- unincorporated area City of _____

EASEMENT DEED

_____, GRANTOR, does hereby grant to the WEST BAY SANITARY DISTRICT, a public agency organized and existing under the laws of the State of California, a perpetual easement for _____ purposes which shall include the constructing, maintaining, repairing, protecting and replacing the _____, together with appurtenances thereof, across, and in lands commonly known as _____, designated in the records of the County Assessor as APN _____ and more particularly described in Exhibit A, attached hereto, and by this reference incorporated herein.

The WEST BAY SANITARY DISTRICT, employees and agents shall have the right to enter upon the herein described real property at any and all times with such tools and equipment as may be necessary or convenient for the exercise of the rights herein granted to said WEST BAY SANITARY DISTRICT.

No building or structure of any kind shall be constructed upon the herein described real property, and should a building or structure be erected in violation of this provision, the WEST BAY SANITARY DISTRICT, its successors and assigns may still exercise all rights herein granted and shall have the right to remove, or cause grantor to remove, at grantor=s expense, any building or structure that may be erected upon or over the said parcel of real property. The WEST BAY SANITARY DISTRICT shall not be held liable in any manner whatsoever for any damages thereby incurred, nor shall the WEST BAY SANITARY DISTRICT have any obligation to replace any structure that may be removed from said property.

This grant of easement shall be binding upon and shall inure to the benefit of the respective administrators, executors, personal representatives, successors and assigns of the parties hereto.

Date: _____

Grantor _____

Acknowledgment

State of California)
) ss.
County of San Mateo)

On _____ before me, _____ personally appeared _____ personally known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 5**

To: Board of Directors

From: Sergio Ramirez, District Manager

Subject: Discussion and Direction Following the Approval by San Mateo LAFCo on the Municipal Service Review for the City of East Palo Alto, East Palo Alto Sanitary District, and West Bay Sanitary District

San Mateo County LAFCo approved the Municipal Service Review for the City of East Palo Alto, East Palo Alto Sanitary District, and West Bay Sanitary District on June 15, 2022. The Board will discuss the report and provide direction to the District Manager if necessary.

THIS PAGE LEFT INTENTIONALLY BLANK



To: *Board of Directors*

From: *Sergio Ramirez, District Manager*

Subject: *District Manager's Report*

1) Administrative:

- a. Staff continues to work with Meta on their MPK 21 & MPK 22's On-Site Reclaimed Water Facility interim permit. The interim permit will allow the District to monitor their operations and discharge for a one year period prior to issuing a use permit. An appropriate permit fee will be calculated to capture the District's costs.

2) Finance:

- a. The budget was approved by the Board at the June 8, 2022 Regular Board Meeting.
- b. Staff is recommending certain connection fees to be moved to the Treatment Plant Reserve. A staff report is included in the June 22, 2022 Regular Board Meeting packet.

3) CIP & IT Projects:

a. Levee Improvement Project:

- i. The District considered a Secondary Alternative Analysis for the Ecotone Levee portion of the project. Comments to the Friends of Bedwell Bayfront Park and other associations have been delivered.
- ii. Freyer & Laureta engineers continue to work on the permitting of the levee project in anticipation of construction later in 2022.

b. Construction Capital Improvement Program (CIP)

- i. The one and only bid for the Bayfront Entrance Improvements Project came in at twice the Engineer's Estimate. The Board rejected all bids at the June 8, 2022 Regular Board Meeting.
- ii. Staff will be preparing a Request for Proposals packet for the 2023 Master Plan and Hydraulic Analysis Study.

4) Operations and Maintenance:

a. Collection System:

- i. Crews continue to perform Preventative Maintenance (PM) cleaning in Flood Circle in Menlo Park, as well as in Portola Valley. PM cleaning in the Ladera area in Menlo Park will follow in the coming weeks.

Report to the District Board for the Regular Meeting of June 22, 2022

Additional information or topics may be introduced by the DM verbally during the Board meeting.

- b. **Pump Facilities:**
 - i. The pump crews performed routine maintenance to the Town of Woodside and the Town of Los Altos Hills.
 - c. **Training:**
 - i. The crew attended an American Public Works Association training event on June 9th hosted by Redwood City in their corporation yard. The District's very own Heath Cortez participated in a Bob-Cat tractor competition.
- 5) **Water Quality:**
- a. **Sharon Heights Golf and Country Club (SHGCC):**
 - i. SHGCC will be changing its watering schedule to better accommodate reclaimed water delivery by the District. These efforts should help lessen the amount of treated reclaimed water that is sent back to the sewer system.
 - b. **Bayfront Recycled Water Facility (BRWF):**
 - i. Staff continues to work with Signature Group over the MOU to deliver recycled water to the Willow Village Project. Apparently, the Willow Village Project continues to be under review by the City of Menlo Park.
- 6) **Fleet and Facilities:**
- a. **Vehicle Maintenance:**
 - i. An electric vehicle (EV) charging station will be installed at the administration building in preparation of the District's first EV.
- 7) **Personnel:**
- i. Interviews for the Utility Worker and the Engineering Technician positions were held on June 7th and June 15th.
- 8) **Upcoming Events:**
- a. **Next Regular Board Meetings:** Wednesdays, June 22 and July 13.
- 9) **Misc. Items:**
- a. **LAFCo:** The Municipal Services Review was approved on June 15.
 - b. **West Bay:** The District has experienced 1 sanitary sewer overflow (SSO) in 2022.
 - c. **Town of Los Altos Hills:** The District's construction crew will perform trenchless PipePatch repairs for the Town in the coming weeks.
 - d. **Town of Woodside:** Staff has finalized the maintenance services contract amendment with the Town for the 2022-23 fiscal year. The Board will consider approving the amendment at the June 22, 2022 Regular Board Meeting.

Report to the District Board for the Regular Meeting of June 22, 2022

Additional information or topics may be introduced by the DM verbally during the Board meeting.



WEST BAY SANITARY DISTRICT AGENDA ITEM 7

To: *Board of Directors*

From: *Robert Hulsmann, Operations Superintendent
Sergio Ramirez, District Manager*

Subject: *Approve Resolution for Sanitary Sewer System Operation and
Maintenance Services for The Town Of Los Altos Hills And
Authorize The District Manager To Execute an Agreement*

Background

Since August 1, 2014 the West Bay Sanitary District (District) has been under contract through an interagency agreement with the Town of Los Altos Hills (Town) to provide sanitary sewer system operation and maintenance services. The District has provided responsive service consistent with the terms of the agreement and has reduced the Town's Sanitary Sewer Overflow's (SSOs) by over 90%. This arrangement has benefited the community by providing professional and responsive service to residents.

The Town's system consists of approximately 56 miles of collection system pipe, a list of High Frequency pipelines, which require more frequent cleaning due to root intrusion, and two publically owned pump stations. The Town does not have responsibility for the laterals, however, the District does respond to private lateral calls as part of the agreement when necessary.

The District has cleaned the 56 miles of pipeline with the exception of pipes that lack access due to buried manholes or cleanouts where manholes should exist. Town staff works with the District regularly, so as to obtain access whenever possible. The Town's collection system has been video inspected and its condition has been assessed. In the prior amendments to the agreement the District was asked to re-assess the High Frequency list of pipelines. This impacted the manpower used in the Town and inadvertently caused a delay in the 3-year Preventative Maintenance schedule.

The District and the Town have negotiated a new 5-year contract. From July 1, 2022 to June 30, 2027.

Analysis

Some of the highlights of the new maintenance agreement between the Town and District are to continue to:

1. Maintain 2 pump stations.
2. Clean a total of 56 miles of sewer line within a four-year basis in addition to their “High Frequency” pipeline segments.
3. CCTV a total of 8 miles of pipelines per the contract (this provides for a seven-year CCTV inspection schedule.)
4. CCTV their “High Frequency” list as needed.
5. Respond to SSOs and private lateral service calls.
6. Maintain the Geographic Information System (GIS) and the Computerized Maintenance Management System (CMMS) database in District’s existing GIS and CMMS in order to update maintenance records as sewer related work is performed throughout the Town.
7. Provide monthly summary reports.
8. Provide optional Pipe Patch spot repairs.

Another option includes performing root foaming to a portion of the Town’s system using the District’s existing root foaming contract. This is a pass-through charge from the root control company to the Town. Quantities for root foaming may be adjusted based on the Town’s root foaming plan and additional information gathered by the District in the course of operating and maintaining the sanitary sewer system.

The District’s cost adjustments to the contract are based on the negotiated union labor contract which became effective July 1, 2019 and the need to add one temporary worker to support the contract.

The attached resolution authorizing the District Manager to execute a 5-year extension with the Town includes sanitary sewer systems operation & maintenance, 24/7 emergency services, asset management services, Pipe Patch spot repairs, and root foaming as needed. The Term of the contract will be from July 1, 2022 to June 30, 2027.

Fiscal Impact

The agreement extension is in the amount not-to-exceed \$2,917,115.00 and will allow the District to recover its expenses from the Town of Los Altos Hills. The revenue will be sufficient to continue to support the contract and recover the cost of labor, tools, equipment, and materials used in the Town, including water, fuel and diesel expenses.

Recommendation

The District Manager recommends the Board approve the Sanitary Sewer System Operation and Maintenance Services for The Town Of Los Altos Hills And Authorize The District Manager To Execute an Agreement.

Attachment: Resolution Approving Scope of Work and Authorizing District Manager
Exhibit A Scope of Work
Exhibit B Price Summary 2022-2027

RESOLUTION NO. _____(2022)

RESOLUTION TO APPROVE THE SANITARY SEWER SYSTEM OPERATION AND MAINTENANCE SERVICES BETWEEN WEST BAY SANITARY DISTRICT AND THE TOWN OF LOS ALTOS HILLS AND AUTHORIZE THE DISTRICT MANAGER TO EXECUTE THE SAME ON BEHALF OF THE DISTRICT

WHEREAS, the Board of Directors of the West Bay Sanitary District Board has read and considered that certain MAINTENANCE SERVICES BETWEEN THE TOWN OF LOS ALTOS HILLS AND WEST BAY SANITARY DISTRICT FOR OPERATION AND MAINTENANCE OF LOS ALTOS HILLS SANITARY SEWER SYSTEM ("Scope of Work").

NOW, THEREFORE, the District Board of the West Bay Sanitary District, County of San Mateo, State of California, does hereby RESOLVE as follows:

Section 1. Public interest and convenience require the West Bay Sanitary District to enter into a five year Agreement for Sanitary Sewer System Operations and Maintenance Services with a not-to-exceed amount of \$2,917,115.00 (two million nine hundred and seventeen thousand one hundred and fifteen dollars) to provide preventive maintenance, emergency call-out, and asset management services over the next five years.

Section 2. The Board of Directors of the West Bay Sanitary District hereby approves to the Scope of Work and the District Manager is hereby authorized on behalf of the District to execute the same in an agreement prepared and approved by the District's General Counsel.

PASSED AND ADOPTED by the District Board of the West Bay Sanitary District at a meeting thereof held on 22nd day of June, 2022, by the following votes:

Ayes:

Noes:

Absent:

Abstain:

President of the District Board of the
West Bay Sanitary District of San
Mateo County, State of California

Attest _____
Secretary of the District Board of the
West Bay Sanitary District of San Mateo
County, State of California

Exhibit A

Scope of Work

Operations and Maintenance of Los Altos Hills Sanitary Sewer System

General Scope of Work

The intent of this maintenance program is to obtain a qualified contractor who has the ability to develop and implement a comprehensive and effective operation and maintenance schedule using a map based Computerized Maintenance Management System (CMMS), apply adequate cleaning technique, provide preventive measures, respond to SSO and other emergency situations promptly, inspect the collection system via CCTV using NASSCO PACP standards, maintain and update the CMMS system, recommend repairs to pump stations and collection systems, appropriately manage the entire sanitary sewer collection system, and maintain open communication with Town staff at all times. The CMMS software is intended to aid Public Works personnel in furthering their goal of providing prioritized, responsive, professional, and cost-effective municipal services to the residents of Los Altos Hills. **All work included in this proposal shall be subject to prevailing wages.**

Detail Description of Work

1. Town Owned Lift Station Maintenance at Purissima Road and O'Keefe Road (Task No. 1)

- a. **Purissima Sanitary Lift Station**

Contractor shall perform the following services as outlined below to ensure optimum performance of the various equipment including the pumps and generator:

Services to be performed each week

- (1) Visually inspect and check the wet well levels to ensure proper automatic start/stop levels for the pumps
- (2) Check pumps for unusual noise or vibrations
- (3) Inspect dry pit pumps and motors for leaks, unusual noise or vibrations
- (4) Record hour meter readings for each pump bank
- (5) Clean and maintain the pumping plant area
- (6) Inspect the motor control center to ensure proper operations

Services to be performed every two weeks

- (1) Record generator hour meter reading
- (2) Check generator batteries, fuel, oil and coolant levels
- (3) Exercise generator, simulating power failure to insure automatic startup

Services to be performed every 2 months

- (1) Conduct amperage test on each pump bank
- (2) Perform meg test on each pump motor to detect moisture in windings

Services to be performed every year

- (1) Perform yearly maintenance and inspection of the sewer pumps per current ITT Flygt recommended checklist (See attachment No. A2).

Services to be performed as needed

- (1) Vacuum wet well on an as needed basis, but at least two times per year.
- (2) Utilize lift station degreaser as needed to control Fats, Oils, and Grease (FOG). MSDS for any product used shall be submitted to the Town for approval prior to use at lift stations.

b. O’Keefe Road Sanitary Lift Station

Contractor shall perform the following services as outlined below to ensure optimum performance of various equipment including pumps:

Services to be performed each week

- (1) Visually inspect and check the wet well levels to ensure proper automatic start/stop levels for the pumps
- (2) Check pumps for unusual noise or vibrations
- (3) Record hour meter readings for each pump bank
- (4) Clean and maintain the pumping plant area
- (5) Inspect the motor control center to ensure proper operations

Services to be performed every 2 months

- (1) Conduct amperage test on each pump bank.
- (2) Perform meg test on each pump motor to detect moisture in windings

Services to be performed every year

- (1) Perform yearly maintenance and inspection of the sewer pumps per current ITT Flygt recommended checklist (See attachment No. A2).

Services to be performed as needed

- (1) Vacuum wet well on an as needed basis, but at least two times per year.
- (2) Provide a portable generator within one hour of notification.
- (3) Utilize lift station degreaser as needed to control Fats, Oils, and Grease (FOG).

Contractor shall provide monthly reports of all work performed for each pump station no later than the 15th day of the month following the performance of services. Cost for responding to and investigating pump station alarms shall be included in this Task.

2. Cleaning and Flushing of sewer mains within the right-of-way (ROW)
 - a. Contractor shall develop and submit an overall maintenance plan and schedule using the CMMS system for cleaning and flushing of ROW lines in the street within the first month of contract and provide updates on the 15th day of every month thereafter. Plan shall be designed to reduce and eliminate stoppages, sanitary sewer overflows (SSO's), and sanitary sewer backups. Submit updated plan and schedule a month ahead of time indicating areas to be flushed and cleaned for Town's review and approval.
 - b. Contractor shall be responsible for maintaining all sewer mains in the road right-of-way. Any mainline which can be accessed from at least one structure (manhole or cleanout) in the roadway right-of-way is considered part of Task No.2, road ROW.
 - c. Maintenance work shall include thorough cleaning to remove and capture roots, debris, fats, oils, and grease. Contractor will provide traffic control as needed and all labor and materials to flush and clean a minimum of 7,800 linear feet (measured in one direction) of pipe per month. The contractor shall prioritize flushing and cleaning efforts to reduce the overflow incidents. The contractor shall utilize high pressure jet flushing, power rodding, hand rodding and other methods to maintain the lines.
 - d. The contractor shall have the following equipment available at any given time for maintaining ROW lines: 1- High pressure jet flushing unit with a built in vacuum, 1- power rodding machine, 1- hand rodding setup.
 - e. Contractor shall utilize the Town's manhole and segment numbering system when recording maintenance efforts in the CMMS system.
 - f. Contractor will be required to provide monthly reports of all work performed including total sewer line footage cleaned and notify Town of problem areas needing attention and/or actions, including but not limited to missing manhole or mislabeled information from the Town's map. Monthly reports to be received no later than the 15th day of the month following the performance of work
 - g. Contractor shall maintain the hot spot list and flush and clean the sewers with a history of stoppages at regular intervals of 3, 6, or 12 months or more as necessary depending upon the frequency of recurring stoppages. Cleaning of lines shall be per attached specifications Attachment No. A3.
 - h. Contractor shall provide proactive and preventive sewer main maintenance to reduce and eliminate stoppages, sanitary sewer overflows (SSOs), and sanitary sewer backups.
3. Cleaning and Flushing of sewer main in easements
 - a. Contractor shall develop and submit an overall maintenance plan and cleaning schedule for all easement lines within the first month of contract and provide updates on the 15th day of every month thereafter. Submit updated plan and schedule a month ahead of time indicating areas to be flushed and cleaned for Town's review and approval.
 - b. Contractor shall be responsible for maintaining sewer mainlines in the Town's easements. Any mainline which does not have accessibility to a structure (manhole or cleanout) in the road right-of-way is considered part of easement sewer mainline.

- c. Maintenance work shall include thorough cleaning to remove and capture roots, debris, fats, oils, and grease. Contractor will provide traffic control as needed and all labor and materials to flush and clean a minimum of 2,600 linear feet (measured in one direction) of pipe per month. The contractor shall prioritize flushing and cleaning efforts to reduce the overflow incidents. The contractor shall utilize trailer mounted mini high pressure jet flushing setup, power/hand rodding and other methods to maintain the easement lines.
 - d. The contractor shall have the following equipment available at any given time for maintaining easement lines: 1- trailer mounted mini high pressure jet flushing setup, 1- power rodding machine, 1- hand rodding setup.
 - e. Contractor shall utilize the Town's manhole and segment numbering system when recording maintenance efforts in the CMMS system.
 - f. Contractor will be required to provide monthly reports of all work performed including total sewer line footage cleaned and notify Town of problem areas needing attention and/or actions, including but not limited to missing manhole or mislabeled information from the Town's map. Monthly reports to be received no later than the 15th day of the month following the performance of work.
 - g. Contractor shall develop a hot spot list and flush and clean the sewers with a history of stoppages at regular intervals of 3, 6, or 12 months or more as necessary depending upon the frequency of recurring stoppages. Cleaning of lines shall be per attached specifications.
 - h. Contractor shall provide proactive and preventive sewer main maintenance to reduce and eliminate stoppages, sanitary sewer overflows (SSOs), and sanitary sewer backups.
4. CCTV Inspection of sewer mains and manholes in the Town ROW and easements.
- a. The goal of the CCTV program is to complete a minimum of 3,900 linear feet of CCTV on lines with at least one access point from the road ROW, and a minimum of 1,040 linear feet of CCTV on lines with access from easement only. Provide CCTV schedule a month ahead of time indicating areas to be cleaned and videoed for Town's review and approval.
 - b. After cleaning, the pipeline sections between manholes shall be visually inspected by means of closed-circuit television camera. The inspection shall be done one complete pipeline section at a time and the flow in the section will be suitably controlled. Video inspect, record, and document the condition of the entire stretch of pipe from the upstream manhole centerline to the downstream manhole centerline including inspection of each manhole structure. The contractor shall use NASSCO PACP rating system for rating all defects observed within each pipe segment. All CCTV data shall be linked to the CMMS system daily as work is performed.
 - c. Digital media recordings submitted to the Town on a (one TB) hard drive. Two (2) hard drives will be needed, and one shall be submitted at the end of the first month and the second shall be submitted at the end of the second month at which time the contractor shall pick up the first hard drive to be used on alternating months for the duration of the contract. Title to all the recordings shall transfer to the Town.

5. Sanitary Sewer Overflow Responses

- a. Contractor shall respond to all Sanitary Sewer Overflows (SSOs) in the right-of-way and in easements.
- b. Contractor shall enter SSO event details into the CMMS system.
- c. Contractor shall first contact Town staff, during off hours, when responding to a SSO.
- d. Contractor shall comply with Town's Sanitary Sewer Overflow and Backup Response Plan and Field Guide and use appropriate package(s) included in the response plan when necessary. A copy of the response plan, field guide and other associated items as indicated below are attached as Attachment No. A4.
- e. Contractor is required to respond to each SSO **within one hour** of receiving a report thereof and provide notification to all applicable regulating agencies within required timeframe, "Monitoring and Reporting Program" requirements from State Water Resources Control Board and "New Sanitary Sewer Overflow Notification Procedures (NP) for Sanitary Sewer Collection System" requirements from California Regional Water Quality Control Board, and "Regulatory Notification Packet (RN)" from Town's Sanitary Sewer Overflow and Backup Response Plan, for detail).
- f. The contractor will be responsible for all work associated with, but not limited to, providing traffic control as needed, containing the sewage spill, cleaning and disinfecting of the affected area of spill, relieving the stoppage and eliminating the cause of stoppage, installation of sandbags, barricades and signage, etc. The contractor shall make every effort to protect all drainage facilities and specially the waters of the State of California. If the sewage back up has caused property damage, follow the Sanitary Sewer Backup Guideline and coordinate with the Town to engage the services of cleaning company.
- g. Contractor shall document SSO events by taking photos and submit them with the written SSOs report to the Town via email or fax **within four-work-hours** of completing the emergency response. (For example, if a SSO response is completed at 7pm on a Friday evening, the report will require to be submitted by 12pm on the following Monday.)
- h. Upon completion of emergency work, contractor shall submit a report to the Town estimating the gallons of sewer spilled, gallons retrieved, and volumes discharged to the waters of the State.
- i. Contractor shall perform CCTV video inspection of the blockage area by the next business day of SSO incident, determine the cause of the SSO and provide a digital copy to the Town within 24 hours of obtaining the CCTV data.
- j. The contractor shall have the equipment available at any given time (within one hour of notification) for response to SSO's including but not limited to a spill response vehicle equipped with spill containment materials (trash pump with hoses, containment material, cleanup materials, traffic control and warning signage, etc.). Other equipment needed following the initial SSO assessment include: 1- mounted mini high pressure jet flushing setup, 1- power rodding machine, 1- hand rodding setup.

- k. The contract price paid for Task #6 includes SSO response in the ROW per month of the contract regardless of the quantity of SSO's per month. Task #7 is for response to SSO's within easements regardless to the quantity of SSO's per month. The goal is to minimize the quantity and amount of SSO's throughout the SSCS by providing prioritized maintenance schedules to minimize the risk of SSO's throughout the system.
6. Maintenance of CMMS Database and GIS mapping
- a. Contractor shall propose CMMS software for use in maintenance record keeping and advanced planning for operation and maintenance of the SSCS. The database and mapping features within the CMMS shall utilize the most current GIS assets contained in the GIS database. The contractor shall deliver or make available reports on a monthly basis related to maintenance activities completed and planned for the coming month using the CMMS system. The contractor shall provide one seat license and real-time access to the CMMS software for the duration of the contract. The contractor shall review past maintenance history to develop a Hot Spot list of segments that need to be cleaned more frequently. Task No. 9 shall cover the cost to migrate the existing CMMS and GIS database files from Infonet and ArcGIS to the new CMMS and GIS systems and generation of a draft Hot Spot list. All historic and all future CCTV shall also be linked to the CMMS system for quick access to the records. All cleaning, CCTV, PACP ratings, lateral locations, pipe conditions, changes and additions shall be entered into the CMMS/GIS system in a timely manner. The contractor shall utilize a CMMS software capable of exporting all maintenance history data on the sewer system into a database format. The contractor shall deliver to the Town a complete database export of all maintenance history upon completion or termination of the Contract Term.
 - b. Contractor shall utilize ESRI GIS ArcInfo mapping software (Version 10.3 or greater), or approved equal, for maintaining additions or corrections to the base map and database of the SSCS. The contractor shall make up to 10 hours of corrections or additions to the map monthly with authorization by the City Engineer. The contractor shall utilize a GIS mapping software capable of exporting all data on the sewer system into a shapefile format. The contractor shall deliver to the Town a complete shapefile or file geodatabase export of all feature class layers upon completion or termination of the Contract Term.

Measurement and Payment

Task No.1 – **Pump Station Maintenance:** Maintenance of both Town's sewer pump stations to ensure proper pump operations. Responding to and investigating pump station alarms shall be included in this item. Measurement and payment for this Task shall be paid per month of services rendered.

Task No. 2 – **Preventive Maintenance Cleaning:** Up to 55,900 linear feet of sewer mainline cleaning and flushing per year. No segment shall be repeated until all mainlines are flushed and cleaned once, except for lines with known history of stoppages or per hot spot schedule. Measurement and payment for this Task shall be paid per linear foot of pipe cleaned and entered in CMMS system.

Task No. 3 – **High Frequency PM cleaning:** Up to 75,723 linear feet of high frequency sewer mainline cleaning and flushing. High frequency spots can vary over time and WBSD will continue to monitor and adjust the schedule as needed. Measurement and payment for this Task shall be paid per linear foot of pipe cleaned and entered into the CMMS system.

Task No. 4 – **CCTV Inspections:** West Bay complete CCTV inspection of approximately 42,776 linear feet of sewer main per year. Measurement and payment for this Task shall be paid per linear foot of pipe inspected and rated per PACP standards and entered and linked to the CMMS system.

Task No. 5 – **Response to Category 2 and 3 Sanitary Sewer Overflow (SSO):**

Task No. 6 – **Response to Category 1 Sanitary Sewer Overflow (SSO):**

Task No. 7 – **Response for Private Laterals:**

Task No 5, 6, & 7 standards: Respond to SSO and comply with notification requirements established by State and Regional Water Boards. This item is applicable to the SSO events that occur within the right-of-way. The contract price paid for this Task shall include traffic control as needed, all labor, material, preparation, and clean-up work related to overflow event, documentation, and reporting, entering SSO event details into the CMMS system, follow up CCTV inspections of the problematic sections to investigate and determine the cause of overflow. Clean-up work shall include but not be limited to using all reasonable efforts to recover as much of the SSO as possible. Contractor shall review the maps and SSO history reports and incorporate into the maintenance program and preventive strategies. Checking the mainline and verifying lateral problem shall be included in this item. Measurement and payment to respond to this type of SSO shall be paid per month regardless of the number of SSO's.

Task No. 8 – **CCTV Inspection Quality Control:** Perform quality control for CCTV inspections, this can be done by randomly selecting a few segments per month which have been cleaned in the prior month to verify the quality of the cleaning.

Task No. 9 – **GIS Mapping Maintenance and Updates:** The GIS line, point and polygon features for the sewer system will need to be modified on a monthly basis to incorporate new and past CIP projects and discrepancies/clarifications found in the field. All GIS changes shall be tracked in a spreadsheet format indicating the type of change, location, time to complete each edit and who made the edit to the system. The most current GIS feature class mapping and database shall be uploaded to the CMMS on a quarterly basis at a minimum. Measurement and payment for this Task includes up to 20 hours of GIS modifications per month and shall be paid per hour.

Task No. 10 – **Monthly Management Report:** The contractor shall provide a monthly management report to the Town and meet and present the report to the PW Director each month. The report should include an executive summary, description of all work performed in the month, listing of any adverse conditions found or immediate actions required, listing of SSO's the cause and actions taken, CMMS update status, work schedule for the following 90 days and any recommendations for CIP or operational changes. The contractor shall also perform an annual audit required by the SSMP, prepare the findings, and submit the report to the Director at the end of each contract year.

Optional Bid Items

Optional 1 - **Pump Station Unscheduled Repairs.** West Bay performed an unscheduled repair to the Purissima pump station because the pumps were not alternating. Pump Supervisor is billed at \$113.48 per hour/ \$170.22 per hour at overtime rate. Pump Station Mechanic \$92.84 per hour/ \$139.26 per hour at overtime rate. (Estimated price based on one 4-hour call using Pump Supervisor and Pump Mechanic at regular labor rate only excluding material/parts.) Tasks lasting more than 4 hours in duration will require approval by Town representative.

Optional 2 - **Unscheduled Cleaning.** Clean up to 7,200 feet of mainline pipe. This is in addition to the regular Preventative Maintenance and High Frequency Cleaning.

Optional 3 - **High Frequency PM CCTV Assessment:** West Bay will CCTV inspect up to 22,250 feet of pipe in order to reassess their preventative maintenance frequency. This CCTV includes a cleaning if necessary.

Optional 4 - **High Frequency PM CCTV Assessment OVERTIME (O.T.):** West Bay will CCTV inspect up to 22,250 feet of pipe in order to reassess their preventative maintenance frequency using Overtime. Once the CCTV inspections are performed and reassessed, it is anticipated that we will be able to reduce the amount of lines designated to the High Frequency list. This CCTV includes a cleaning if necessary.

Optional 5 - **Pass-through contract with Duke's for root foaming.** 6-8" Lines \$1.20, 12-12" Lines \$1.44 and 15" Lines \$2.08 per foot

Optional 6 - **Pipe Patch Repairs.** West Bay will perform up to 12 Pipe Patch repairs as requested by the Town.

Optional 7 - **Additional Work Rates:** RCC \$167 hr. / \$258 O.T., PS Super \$113 hr. / 170 O.T., PS Mech. \$92 hr. / \$139 O.T., Field Supervisor \$113 hr. / \$170 O.T., Maintenance Tech \$91 hr. / \$139 O.T., Maintenance Worker \$81 hr. / \$128 O.T.

Attachments

- A1. Town of Los Altos Hills Sanitary Sewer Maps (2)
- A2. Sample ITT Flygt Checklist
- A3. Cleaning and Video Inspection of Sewer Pipe Specifications
- A4. Sanitary Sewer Management Plan (SSMP): Sanitary Sewer Overflow and Backup Response Plan

Sanitary Sewer Collection System Maps (2)

(To Be Added)

Attachment 2



ITT Flygt Corporation
790-A Chadbourne Road
Fairfield, CA 94534
Tel (707) 422-9894
Fax (707) 422-9808

**SCHEDULED PUMP PREVENTATIVE MAINTENANCE INSPECTION AGREEMENT
FLYGT CORPORATION**

SERVICE - 21 POINT CHECK LIST

- Check electrical condition of insulation on power cable and on all phases of motor. (In Meg Ohms)
- Check for any loose or faulty electrical connections within the pump control panel.
- Measure resistance between stator windings (In Ohms)
- Check voltage supply between all phases of the electrical control panel. (VAC)
- Check voltage balance between all phases on the load side* of the pump control with pump on. (VAC)
- Check amperage draws on all phases of the pump motor. (In Amps)
- Check condition and operation of motor thermal protectors control system (if so equipped).
- Removal of Flygt pump from lift station for physical inspection.
- Check condition of upper shaft seals (inspect condition of motor housing).
- Check condition and operation of leakage detector (if so equipped).
- Check lower shaft seals (inspect condition of oil).
- Change oil if needed (cost of oil included).
- Check for worn or loose impeller.
- Check all impeller wear rings. (Note: Wear rings are not covered by warranty and must be purchased by customer if in need of replacement)
- Check for noise upper and lower bearings.
- Check physically for damage of pump and power cable
- Clean, reset, and check operation of level sensors
- Check for correct shaft rotation.
- Reinstall Flygt pump and check for leakage at the discharge connection.
- Test of pump operation cycle (if level of liquid in station permits).
- Check operating of valves and pipes in station.



CLEANING AND VIDEO INSPECTION OF SEWER PIPE

PART 1 - GENERAL

1-1. SCOPE. This section covers the cleaning and video inspection of sewer pipelines. The word "clean" in this section is defined as the removal of all accumulations including sludge, dirt, sand, rocks, grease, roots, and other solid or semisolid material in the pipe or manhole and on the pipe or manhole inside wall, down to the parent material.

1-2. SUBMITTALS. Each of the Contractor's crews, upon completion of their first 1000 LF, shall submit one paper copy of the video logs and one digital copy on a 1TB hard drive for review and acceptance prior to continuing work.

One paper copy of the video logs and one digital copy using color video and clear audio information shall be submitted to the Town to upload to the Town server. Work will not be considered complete until these items have been received and approved by the Engineer.

1-3. EXPERIENCE. Each camera technician shall have a NASSCO Pipeline Assessment Certification Program (PACP) certification with experience in projects televising sanitary sewer lines and commenting on observed defects.

PART 2 - PRODUCTS

2-1. MATERIALS.

2-1.01. Video Inspection - the television camera used for the inspection shall be one specifically designed and constructed for operation in connection with sewer inspection. It shall be operative in 100 percent humidity conditions and have a 360-degree radial view rotating head. The camera head shall be capable of rotating to view up lateral connections and to evaluate defects. Lighting and camera quality shall be suitable to allow a clear in-focus picture of a minimum of six linear feet of the entire inside periphery of the sewer pipe. Lighting for the camera shall minimize reflective glare. To insure peak picture quality throughout all conditions encountered during the survey, a variable intensity control of the camera lights and remote control adjustments for focus and iris shall be located at the monitoring station. Focal distance shall be adjustable through a range of from six inches to infinity. Continuously displayed on the monitor shall be the date of the survey, number designation of the upstream and downstream manholes corresponding to the line section being surveyed, and a continuous forward and reverse readout of the camera distance from the manhole of reference. The remote reading footage counter shall be accurate to two-tenths of a foot. The camera, television monitor and other components shall be capable of producing a minimum 500-line resolution color video picture. The equipment shall have an operation length at least 800 feet.

PART 3 - EXECUTION

3-1. CLEANING AND VIDEO INSPECTION.

3-1.01. Cleaning. Pipelines and structures shall be cleaned using a high velocity jet cleaner. The equipment shall be truck mounted for ease of operation. The equipment shall have a minimum of six hundred (600) feet of high pressure hose with a selection of two or more high velocity nozzles. Nozzles shall be capable of producing a scouring action from 15 degrees to 45 degrees in all designated line sizes. The equipment shall carry its own water tank capable of holding corrosive or caustic cleaning or sanitizing chemicals, auxiliary engines and pumps, and hydraulically driven hose reel. All controls shall be located so that the equipment can be operated above ground. Equipment shall include a high-velocity gun for washing and scouring manhole walls and floor. The gun shall be capable of producing flows from a fine spray to a solid stream.

Roots shall be removed in the designated sections where root intrusion is a problem. Roots shall not be a reason for reverse set-ups for CCTV work. Special attention should be used during the cleaning operation to ensure complete removal of roots from the pipes. Procedures may include the use of mechanical equipment such as rodding machines, bucket machines and winches using root cutters and porcupines, and equipment such as high-velocity jet cleaners.

The material resulting from the cleaning operation shall be removed at the downstream manhole of the reaches being cleaned, through the use of a filtering device. The material collected at the downstream manholes shall become the property of the Contractor. It shall be removed from the site by the Contractor in a closed container and disposed of in a legal manner. It shall not be dumped into streets, ditches, catch basins, or storm sewers. Flushing of the material from manhole reach to manhole reach is unacceptable.

Acceptance of the sewer line cleaning shall be made upon the successful completion of the video inspection and shall be to the satisfaction of the Engineer. If video inspection shows the cleaning to be unsatisfactory, the Contractor shall be required to re-clean and re-inspect the sewer main at no additional cost to the Town.

3-1.02. Material Dewatering and Disposal. Contractor shall screen all the debris collected prior to analysis and disposal. Contractor shall haul and properly dispose of material at a class 3 landfill.

3-1.03. Video Inspection. Depth of flow shall not exceed thirty percent (30%) of the inside pipe diameter as measured in the manhole when performing video inspection. In the event the depth of flow of the reach being televised exceeds thirty percent (30%) of the inside pipe diameter, the Contractor shall provide the necessary flow control or reschedule the inspection for a time when such flow is reduced to permit proceeding with the work.

Video equipment shall include a multi-angle television camera capable of spanning 360-degrees circumference and 270-degrees on horizontal axis to televise sewer lines 6-inch diameter or larger; the purpose of the rotating head camera is to view all service connections, upstream and downstream manhole structures, and to locate all defects, as well as questionable problem areas; focal distance shall be adjustable through a range of one (1) inch to infinity. The television

camera shall be color format and specifically designed and constructed for operation in connection with sewer inspection, and for operation in sewers under 100% humidity conditions. Lighting and camera quality shall produce a clear, in-focus picture of the entire periphery of the pipe for a minimum distance of six feet. Other required equipment is television monitor, cables, power sources, lights, and other equipment necessary to do the work.

The CCTV inspection shall start and stop at each manhole and shall record the condition of each manhole structure. The camera shall be moved through the pipeline in either direction at a uniform rate, stopping when necessary to ensure proper documentation of the sewer's condition. In no case shall the television camera be pulled or propelled at a speed greater than thirty (30) feet per minute. The camera height shall be adjusted such that the camera lens is always centered in the pipe being inspected. The equipment shall have an accurate footage counter, which shall display on the monitor the exact distance of the camera from the centerline of the starting manhole. Unless otherwise approved by the Engineer, footage measurements shall begin at the centerline of the upstream manhole.

Prepare a digital visual and audio record of the inspection to document conditions observed. Recording playback shall be at the same speed in which it was recorded. Slow motion or stop-motion playback features may be supplied at the option of the Contractor. The Contractor shall have all recordings and necessary playback equipment readily accessible for review by the Town during the work. Each segment of the submitted final recording shall begin and end at a manhole or cleanout, which shall be identified by the nomenclature used in the Town's Sewer Map.

The date, identification of sewer reach(es) by upstream and downstream manhole numbers, and manhole to manhole footage and slope shall be displayed on the video data view at all times. Each recording shall be permanently labeled with the Contractor's name, date televised, street name(s), identification of the sewer reach(es) inspected, and run number. If the recordings are of such poor quality that the Engineer is unable to evaluate the condition of the sewer, locate sewer service connections, or verify cleaning, the Contractor shall re-televiser the sanitary sewer and provide a new recording of good quality at no cost to the Town. No payment will be made for recordings that do not meet the requirements of these specifications.

If, during the inspection operation at any time, the television camera cannot make a complete pass through the entire pipeline section (between the two accessible manholes), the Contractor shall reverse setup the equipment so that the inspection can be performed and completed from the opposite manhole. A continuous video shall be completed if the television camera can make a complete pass from the opposite manhole. The video should cover the entire length of the section. Once a potential point repair has been identified, documentation on color photo paper and digital copy shall be submitted to the Town's Representative of the obstruction location(s) and length(s) in linear feet from an identified manhole.

In addition to recording the condition of sewer mains, the Contractor shall also stop the camera at each lateral or service line entry point and aim the camera up into the line. Document the location (distance) and condition of each lateral or service line with both color paper photo and digital photo to be included in the Television Inspection Documentation.

CCTV Inspection Log and Summary: Contractor shall furnish a database in digital format and on color paper print of all collected information such as location, relation to adjacent manholes, defect observed, as defined in the NASSCO's PACP defect codes. Contractor shall confer with the Engineer regarding database format and desired data fields prior to commencing work. Inspection log and summary reports shall be submitted to the Town Engineer for review and approval prior to commencing work. All CCTV database format including inspection documentation, observation codes, full streaming video and still images must be delivered in a compatible format. All CCTV video streaming and imagery shall be MPEG-4 and JPEG format or equivalent, respectively. Current supported commercial software applications that capture this data in the correct format include: Possem, PicAx2 and WinCan v7. Contractor shall log all observations using the NASSCO's PACP/MACP current version observations code-set. The information shall also include the manhole inspection logs. In addition, other points of significance such as locations of building sewers, unusual conditions, roots, storm sewer connections, broken pipe, cracks, presence of scale and corrosion, and other discernible features shall be recorded and a copy of such records will be supplied to the Town. The Town will require that all technicians performing the CCTV will be certified through the NASSCO's PACP/MACP.

The closed-circuit television inspection shall be completed in the same direction each time (upstream to downstream), unless a reverse setup is necessary, and shall be done with a color camera with all inspection log data, footage, observations, still images and full streaming video with audio captured digitally using a digital video inspection software program. A pan and tilt camera shall be used for all pipelines that are 6-inches or greater in diameter.

Digital Video Recordings: The purpose of the recordings shall be to supply a digital visual and audio record of the sewer lines to document current condition, problem areas and connections in the lines. Recording playback shall be at the same speed in which it was recorded. Slow motion or stop-motion playback features may be supplied at the option of the Contractor. Title to the recording shall remain with the Town. The final recording(s) should be edited to include complete sewer main(s) from beginning to end, followed immediately by its tributary sources. In the rare instance where the camera cannot traverse the entire section of a pipeline between manholes, the recording can be made from each of the two adjacent manholes to the restriction, but shall be edited so that both segments are adjacent on the final recording. The date, time, location, pipe diameter, direction of travel and continuous distance traveled shall all be clearly annotated in the corresponding inspection database along with all observation codes. All comments related to the inspection and to individual observations must be typed into an associated comment text field and be retrievable from within the inspection database.

END OF SECTION

Sanitary Sewer Overflow and Backup Response Plan

Response to SSOs - West Bay will follow the Town's SSMP and OERP in responding to and conducting initial reporting of SSOs within the public right-of-way. The Town will serve as the LRO. The Town's SSMP closely follows the West Bay SSMP, which requires response within 60 minutes from notification. Following the SSO, and subsequent CCTV inspection, West Bay will make recommendations as to follow-up actions, including identifying issues related to lateral connections. We consider SSO Avoidance and Response as the most critical components of our operating strategy, and are well trained to address SSOs of all sizes, at any time, as described further in the original proposal. This item proposes a "per-SSO" approach. West Bay agrees to complete SSO response at no cost to the Town if the SSO in question resulted from inadequate cleaning by West Bay up to six months' prior.

Task	Monthly Summary	Unit Cost	Quantity	12-Mo. Cost FY22/23	FY23/24	FY24/25	FY25/26	FY26/27
1	PURISSIMA Station: Routine - weekly inspections, ATS and Generator testing will be performed. O'Keefe Court Station: Routine - weekly inspections and testing were performed. (See Tab 1.)	2159.70	12	\$ 25,916	\$ 26,953.06	\$ 28,031.18	\$ 29,152.43	\$ 30,318.52
2	Preventative Maintenance Cleaning. West Bay will clean up to 55,900 feet of mainline pipe every year for four years. .	1.59	55,900	\$ 88,881	\$ 92,436.24	\$ 96,133.69	\$ 99,979.04	\$ 103,978.20
3	High Frequency PM Cleaning. West Bay will clean up to 75,723 feet of High Frequency mainline pipe. (See Task 3.)	1.59	75,723	\$ 120,400	\$ 125,215.55	\$ 130,224.17	\$ 135,433.14	\$ 140,850.47
4	CCTV Pipeline Inspection. West Bay will complete CCTV inspection of approximately 42776 each year on a 7 year cycle.	2.74	42,776	\$ 117,206	\$ 121,894.49	\$ 126,770.27	\$ 131,841.08	\$ 137,114.72
5	Response to Category 2 and 3 Sanitary Sewer Overflows. West Bay will follow the Town's SSMP and OERP in responding to and conducting initial reporting of SSOs.	2600.00	3	\$ 7,800	\$ 8,112.00	\$ 8,436.48	\$ 8,773.94	\$ 9,124.90
6	Response to Category 1 SSOs. West Bay will provide SSO response to Category 1 SSOs. The Town did not experience any SSO's this month.	3900.00	2	\$ 7,800	\$ 8,112.00	\$ 8,436.48	\$ 8,773.94	\$ 9,124.90
7	SSO Response for Private Laterals. West Bay did not respond to SSOs related to private laterals this month.	400.40	5	\$ 2,002	\$ 2,082.08	\$ 2,165.36	\$ 2,251.98	\$ 2,342.06
8	CCTV Inspection Quality Control - West Bay will randomly select two line segments per month which have been cleaned in the prior month to verify the quality of the cleaning. Q/C was conducted this month.	616.20	24	\$ 14,789	\$ 15,380.35	\$ 15,995.57	\$ 16,635.39	\$ 17,300.80

9	GIS and CMMS Updates. West Bay will continue to update the Town's GIS and CMMS files in a efficient and useful manner as determined by West Bay. The Town will continue to have limited online access to the database. West Bay will integrate new line attribute data into the maps on a monthly basis, and will update the network configuration on a quarterly basis or as-needed. This work is anticipated to include approximately 20 hours per month and no more than 120 hours per year unless authorized by the Town.	161.79	240	\$ 38,830	\$ 40,382.78	\$ 41,998.10	\$ 43,678.02	\$ 45,425.14
10	Monthly Management Report. West Bay will continue to provide monthly O&M reports to the Town in the format that is currently in use.	610.48	12	\$ 7,326	\$ 7,618.79	\$ 7,923.54	\$ 8,240.48	\$ 8,570.10
Subtotal Bid Item 1 through 10				\$ 430,949	\$ 448,187.34	\$ 466,114.84	\$ 484,759.43	\$ 504,149.81
Optional 1	Pump Station <u>Unscheduled</u> Repairs. West Bay performed an unscheduled repair to the Purissima pump station because the pumps were not alternating. Pump Supervisor is billed at \$113.48 per hour/ \$170.22 per hour at overtime rate. Pump Station Mechanic \$92.84 per hour/ \$139.26 per hour at overtime rate. (Estimated price based on one 4 hour call using Pump Supervisor and Pump Mechanic at regular labor rate only excluding material/parts.) Tasks lasting more than 4 hours in duration will require approval by Town representative.	\$ 825.29	4	\$ 3,301	\$ 3,433.21	\$ 3,570.53	\$ 3,713.36	\$ 3,861.89
Optional 2	<u>Unscheduled</u> Cleaning. Clean up to 7,200 feet of mainline pipe. This is in addition to the regular Preventative Maintenance and High Frequency Cleaning.	\$ 1.59	7,200	\$ 11,448	\$ 11,905.92	\$ 12,382.16	\$ 12,877.44	\$ 13,392.54
Optional 3	High Frequency PM CCTV Assessment: West Bay will CCTV inspect up to 22,250 feet of pipe in order to reassess their preventative maintenance frequency. This CCTV includes a cleaning if necessary.	\$ 2.88	22,250	\$ 64,080	\$ 66,643.20	\$ 69,308.93	\$ 72,081.29	\$ 74,964.54

Optional 4	High Frequency PM CCTV Assessment OVERTIME (O.T.): West Bay will CCTV inspect up to 22,250 feet of pipe in order to reassess their preventative maintenance frequency using Overtime. Once the CCTV inspections are performed and reassessed, it is anticipated that we will be able to reduce the amount of lines designated to the High Frequency list. This CCTV includes a cleaning if necessary.	\$ 3.10	-	\$ -	\$ -	\$ -	\$ -	\$ -
Optional 5	Pass-through contract with Duke's for root foaming. 6-8" Lines \$1.20, 12-12" Lines \$1.44 and 15" Lines \$2.08 per foot	\$ 1.20	-	\$ -	\$ -	\$ -	\$ -	\$ -
Optional 6	Pipe Patch Repairs. West Bay will perform upto 12 PipePatch repairs as requested by the Town.	\$ 2,400.00	12	\$ 28,800	\$ 29,952.00	\$ 31,150.08	\$ 32,396.08	\$ 33,691.93
Optional 7	Additional Work Rates: RCC \$167 Hr / \$258 O.T., PS Super \$113 hr / 170 O.T., PS Mech. \$92 hr. / \$139 O.T., Field Supervisor \$113 hr. / \$170 O.T., Maintenance Tech \$91 hr. / \$139 O.T., Maintenance Worker \$81 hr. / \$128 O.T.				\$ -	\$ -	\$ -	\$ -
				\$ 538,579	\$ 560,121.67	\$ 582,526.54	\$ 605,827.60	\$ 630,060.70



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 8**

To: Board of Directors

**From: Robert Hulsmann, Operation Superintendent
Sergio Ramirez, District Manager**

Subject: Approve Resolution for Amendment No.9 to the Maintenance Services Agreement Between West Bay Sanitary District and the Town Of Woodside for Sanitary Sewer Maintenance Services and Authorize the District Manager to Execute the Amendment

Background

In December 2014 the District began performing sewer pipeline maintenance and close circuit television inspection for the Town of Woodside (Town). In November of 2017 the District began to perform Pump Station Maintenance Services to the Town's two pump stations. District and the Town have amended the agreement in prior years to continue the maintenance services.

Analysis

The Town has approximately 4 miles of collection system pipe and does not have responsibility for the laterals at this time. The Town had a contract with a private contractor for collection system maintenance which expired in 2014, prior to the District taking over the collection system activities.

The current maintenance agreement includes tasks to clean sewer lines, TV inspect the collection system, and respond to SSO's, and Pump Station Maintenance Services including emergency response.

The amendment is to extend the agreement through the Fiscal Year 2022-2023 and to reflect a 4% increase in the cost of collection system maintenance service for the year.

Fiscal Impact

The maintenance agreement is not to exceed \$85,755.48.

Recommendation

Approve Resolution for Amendment No.9 to the Maintenance Services Agreement between West Bay Sanitary District and the Town Of Woodside for Sanitary Sewer Maintenance Services and Authorize the District Manager to Execute the Amendment.

Attachment:

1. Resolution ___ (2022)
2. Amendment No. 9
3. Original Agreement between WBSD and Town of Woodside

RESOLUTION NO. _____(2022)

RESOLUTION APPROVING AMENDMENT #9 TO THE MAINTENANCE SERVICES AGREEMENT BETWEEN WEST BAY SANITARY DISTRICT AND THE TOWN OF WOODSIDE FOR SANITARY SEWER MAINTENANCE SERVICES AND AUTHORIZE THE DISTRICT MANAGER TO EXECUTE THE AMENDED AGREEMENT ON BEHALF OF THE DISTRICT.

WHEREAS, the West Bay Sanitary District Board has read and considered that certain Agreement ("Agreement") between the District and the Town of Woodside;

NOW, THEREFORE, the District Board of the West Bay Sanitary District, County of San Mateo, State of California, does hereby RESOLVE as follows:

Section 1. Public interest and convenience require the West Bay Sanitary District to enter the Agreement for Sanitary Sewer System Operations and Maintenance Services with a not-to-exceed amount of \$85,755.48 to provide sanitary sewer maintenance services, emergency call-out, and asset management services.

Section 2. The West Bay Sanitary District hereby authorizes the District Manager to execute the Amended Agreement #9, for the fiscal year 2022-2023, on behalf of the District and subject to legal review, between the West Bay Sanitary District and Town of Woodside.

PASSED AND ADOPTED by the District Board of the West Bay Sanitary District at a regular meeting thereof held on 22th day of June, 2022, by the following votes:

Ayes:

Noes:

Absent:

Abstain:

President of the District Board of the
West Bay Sanitary District of San
Mateo County, State of California

Attest:

Secretary of the District Board of the
West Bay Sanitary District of San Mateo
County, State of California

Exhibit A

2022-2023 Sanitary Sewer O&M Proposal - Town of Woodside, CA					
RFP Task	Description	Quantity	Unit	Unit Price	Total
1.1	Sewer cleaning of 21,723 feet plus 1,432 of Hot Spots per year of sewer line - entire system.	23,155	Each	\$1.14	\$26,489.32
	1,432 feet of Hot Spot Cleaning (aka High Frequency) are done three additional times after initial Annual Cleaning. Performed Quarterly.	4,296	Quarters	\$1.26	\$5,406.09
2.1	CCTV inspection (and cleaning as-needed) related to SSOs or repairs. Assumes 5 incidents/year.	1,500	Linear Foot	\$2.03	\$3,042.00
	Annual CCTV inspection (cleaning as needed)	5,000	Linear Foot	\$2.03	\$10,140.00
3.1	West Bay will maintain the Town's Two (2) pump stations. This includes inspecting and routine maintenance of the Town Center and the La Questa pump stations.	51	Weekly	\$522.15	\$26,629.79
3.2	West Bay will pull the pumps and perform a thorough maintenance of the oils, impellers, volutes and wear rings. The annual inspection will include amp and current draws.	1	Annual	\$1,267.96	\$1,267.96
3.3	West Bay shall provide response to pump station alarms. The ISAC Telemetry System at the Town Center and the La Questa pump stations shall be programmed to call the West Bay Pump Facility Supervisor with the Operation Superintendent as back up, for pump station failures.	3	Per Incident	\$447.51	\$1,342.54
4.1	SSO Response including clearing stoppage, clean up, reports, etc. (collection system and pump stations)	3	Per Incident	\$1,229.02	\$3,687.06
4.2	Service Call Unplanned Responses - 3 hour minimum (additional hrs @ \$135.03 per/hr)	3	Per Incident	\$421.28	\$1,263.85
5	West Bay will provide a quarterly summary format that includes performance indicators that will be tracked and measured on a quarterly and annual basis.	4	Quarterly	\$230.47	\$921.90
Sanitary Sewer O&M Maintenance Baseline Cost, Tasks 1 through 5					\$80,190.50
Option 1	FOG Inspections and Documentation	9	Each	\$ 451.39	\$4,062.52
Option 2	FOG Outreach, up to 20 mailers	1	Each	\$ 150.46	\$150.46
Option 3	Manhole Root Foam	10	Each	\$ 135.20	\$1,352.00

AGREEMENT FOR SANITARY SEWER MAINTENANCE SERVICES

This Agreement is made and entered into as of the 22nd day of July 2014, by and between the Town of Woodside hereinafter called "TOWN" and West Bay Sanitary District, hereinafter called "CONTRACTOR".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That TOWN desires to engage CONTRACTOR to render certain services to provide sanitary sewer maintenance services for the Town Center Sewer Assessment District, including but not limited to maintaining pipelines and pump stations and responding to sanitary sewer overflows; and
- B. That CONTRACTOR is qualified to provide such services to the TOWN; and
- C. That the TOWN has elected to engage the services of CONTRACTOR upon the terms and conditions as hereinafter set forth.

- 1. Services. The services to be performed by CONTRACTOR under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit is hereby made an obligation of CONTRACTOR under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

- 2. Term; Termination. (a) The term of this Agreement shall commence on December 1, 2014, shall be extended by Town on an annual fiscal year basis (July 1 – June 30) when agreeable to both parties and shall expire upon notification in accordance with (b) below.

(b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, TOWN shall compensate CONTRACTOR for services rendered, and reimburse CONTRACTOR for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3.

In ascertaining the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of TOWN to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to TOWN hereunder.

3. Compensation; Expenses; Payment. TOWN shall compensate CONTRACTOR for all services performed by CONTRACTOR hereunder in accordance with the provisions of Exhibit B hereof, attached hereto and by this reference incorporated herein.

Compensation hereunder shall be payable upon monthly billing therefore by CONTRACTOR to TOWN, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. Additional Services. In the event TOWN desires the performance of additional services not otherwise included within the services described in Exhibits A or B including the optional services indicated, such services shall be authorized in advance of the performance thereof by the Town Manager or Town Council in writing. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefore, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
5. Records. CONTRACTOR shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONTRACTOR hereunder. Said records shall be available to TOWN for review and copying during regular business hours at CONTRACTOR's place of business or as otherwise agreed upon by the parties.
6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Reliance on Professional Skill of CONTRACTOR. CONTRACTOR represents that it has the necessary professional skills to perform the services required and the TOWN shall rely on such skills of the CONTRACTOR to do and perform the work. In performing services hereunder CONTRACTOR shall adhere to the standards generally

prevailing for the performance of professional services similar to those to be performed by CONTRACTOR hereunder.

8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation and delivery to TOWN, become the property of TOWN.
9. Relationship of Parties. It is understood that the relationship of CONTRACTOR to the TOWN is that of an independent contractor and all persons working for or under the direction of CONTRACTOR are its agents or employees and not agents or employees of the TOWN.
10. Schedule. This agreement is for maintenance services on an annual basis. For budgeting purposes, the TOWN and CONTRACTOR agree to various types of services with annual cleaning requirements and minimal service call-out hours. CONTRACTOR shall adhere to the schedule to complete the work as set forth in Exhibits A and B; provided, that TOWN shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONTRACTOR's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONTRACTOR's officers or employees.

CONTRACTOR acknowledges the importance to TOWN of TOWN's maintenance scheduling requirements and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), CONTRACTOR shall defend (with legal counsel reasonably acceptable to the TOWN), indemnify and hold harmless TOWN and its officers, agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of CONTRACTOR or its subconsultants), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent that they arise out of or pertain to the negligence, recklessness or willful misconduct of CONTRACTOR, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall

not apply, however, to the extent that such Liabilities are caused solely by the negligence, recklessness, or willful misconduct of such Indemnitees. Additionally, CONTRACTOR shall not be required to indemnify, hold harmless or defend the TOWN for any Liabilities under the Clean Water Act or state law, including but not limited to fines, civil penalties, or legal and expert witness fees or costs that may arise from sewer system failures, overflows, or other damages or costs, provided that the failure, overflow, or other cause of the damage was not solely caused by the CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work specified by this Agreement.

12. Insurance. CONTRACTOR shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, and owned and non-owned and hired automobile liability insurance coverage relating to CONTRACTOR's services to be performed hereunder covering TOWN's risks in form subject to the approval of the TOWN Attorney and/or TOWN's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONSULTANT's vehicle usage in performing services hereunder)

Concurrently with the execution of this Agreement, CONTRACTOR shall, on the Insurance Coverage form provided in Exhibit C, furnish TOWN with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- (a) Precluding cancellation or reduction in per occurrence limits before the expiration of thirty (30) days (10 days for nonpayment) after TOWN shall have received written notification of cancellation in coverage or reduction in per occurrence limits by first class mail;
 - (b) Providing that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsement);
 - (c) Naming the TOWN of Woodside, its Council and Board respectively, officers, boards, commissions, employees, and agents, as additional insureds; and
 - (d) Providing that CONTRACTOR's insurance coverage shall be primary insurance with respect to TOWN, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by TOWN for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of CONTRACTOR's insurance and not contributory with it.
13. WORKERS' COMPENSATION. CONTRACTOR certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONTRACTOR certifies that he will comply with such provisions before commencing the performance of the work of this agreement.
14. NON-DISCRIMINATION. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONTRACTOR will take affirmative action to insure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the TOWN setting forth the provisions of this non-discrimination clause.

15. Notice. All notices required by this Agreement shall be given to the TOWN and CONTRACTOR in writing, by first class mail, postage prepaid, addressed as follows:

TOWN: TOWN of Woodside
2955 Woodside Road
Woodside, CA94062
Attention: Paul T. Nagengast
Deputy Town Manager

CONTRACTOR: Phil Scott, District Manager
West Bay Sanitary District
500 Laurel Street
Menlo Park, CA 94025-3486

16. Non-Assignment. This Agreement is not assignable either in whole or in part.
17. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
18. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
19. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
20. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement, and each party shall bear its own legal costs.
21. Conflict of Interest. CONTRACTOR may serve other clients, but none who are active within the TOWN of Woodside or who conduct business

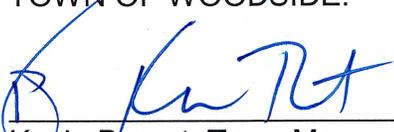
that would place CONTRACTOR in a "conflict of interest" as that term is defined in State law.

22. Entire Agreement. This Agreement, including Exhibits A, B and C comprise the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

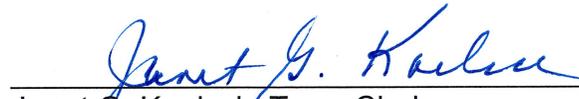
TOWN OF WOODSIDE:

Dated: 11/12/14


Kevin Bryant, Town Manager

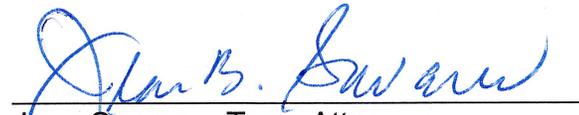
ATTEST:

Dated: 11/14/14


Janet G. Koelsch, Town Clerk

APPROVED AS TO FORM:

Dated: 11/14/14


Jean Savaree, Town Attorney

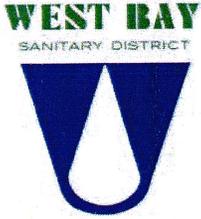
CONTRACTOR:

Dated: 10-28-14


Phil Scott, District Manager
West Bay Sanitary District


Anthony P. Condotti, District Counsel

EXHIBITS A-B
SCOPE OF WORK
AND FEE



Serving Our Community Since 1902

500 Laurel Street, Menlo Park, California 94025-3486 (650) 321-0384 (650)321-4265 FAX

PHIL SCOTT
District Manager

In reply, please refer to our
File No.

July 8, 2014

Paul T. Nagengast, P.E.
Deputy Town Manager
2955 Woodside Road
Woodside, CA 94062

Subject: Amended Proposal for Sanitary Sewer Maintenance Services for the Town Center Sewer Assessment District (TCSAD)

Dear Mr. Nagengast:

Thank you for meeting with us last week to discuss our proposal for sanitary sewer maintenance services. As requested, this letter amends the original proposal as summarized below. An updated scope of services and detailed cost breakdown are attached for your review and use.

Changes to Proposed Scope of Work:

- Maintenance of both pump stations will be completed by CSMS until the Town Center Pump Station upgrade project is completed. West Bay Sanitary District (West Bay) will provide consultation during project design. It is anticipated that the upgrade project will continue beyond the initial term of this agreement.
- The SSO Response item has been separated into three tasks: Collection System SSOs, Pump Station SSOs, and Maintenance Call-Outs. Each task includes an hourly, on-call rate. Pump Station Alarm response is presented as Option 1.
- Optional scope and budget have been added to update and implement the Town's Fats, Oils, and Grease (FOG) control program.
- Development of electronic maps is not included in the scope. However, West Bay will record relevant information in the Computerized Maintenance Management System database as it is gathered, in support of any future mapping effort by the Town.
- West Bay will assist the Town in updating the Sewer System Management Plan, and completing the 2012-13 Biennial SSMP Audit.

We are excited about this opportunity to provide sewer maintenance services to the Town. Please call me at (650) 321-0384 or sramirez@westbaysanitary.org if you have questions or would like additional information.

Sincerely,
West Bay Sanitary District

Sergio Ramirez
Project Manager

cc: PLS, BHK, FILE

SERVING AREAS IN MENLO PARK, ATHERTON, PORTOLA VALLEY, EAST PALO ALTO, REDWOOD CITY, WOODSIDE AND UNINCORPORATED SAN MATEO AND SANTA CLARA COUNTIES

Exhibit A 8-14
1 of 2

Revised Task List and Proposed Cost

Task	Description	Proposed Cost
Task 1. Review Existing Data, Documents and Policies	West Bay will review the existing information listed in the RFP, and will also meet with CSMS, as available, to obtain historical information about the system.	Included Below
Task 2. Integrate Town Facilities into Maintenance Strategy. Based on the information gathered in Task 1, West Bay will integrate cleaning and CCTV inspection activities into its current system-wide maintenance strategy.	Task 2.1 Sewer cleaning of pipe on an annual basis, including 16,277 lf of mainline pipe and 2,640 lf per quarter of additional hot spots, developing a progressive cleaning strategy (to move pipes on and off of the hot spot list) using CMMS, and conducting QA/QC of cleaning activities through CCTV inspection.	\$22,975
	Task 2.2 CCTV Inspection of 1,000 lineal feet of previously uninspected pipelines to be identified by the Town, plus 4,000 lineal feet of pipe annually. This budget includes five additional CCTV inspections post-SSO or post-repair, following West Bay standard operating procedures. All inspections will follow NASSCO PACP standards.	\$11,315
	Task 2.3. Pump station maintenance will be completed by others during the initial term of this agreement. Pump station SSO response and assistance during design and construction of pump station upgrades are described below as an optional service.	\$0
Task 3 Sanitary Sewer Overflow Response and Reporting Support for Collection System or Pump Stations	Task 3.1. West Bay will follow the Town's Sewer System Management Plan and Overflow Emergency Response Plan in responding to and conducting initial reporting of up to three sanitary sewer overflows . The Town will serve as the Legally Responsible Official (LRO). Response will be initiated within 60 minutes from notification. Following the SSO and subsequent CCTV inspection, West Bay will recommend follow-up actions.	\$2,942 Or \$326.85 per hour; 3 hour minimum during non-work hours.
	Task 3.2. This task also includes budget for three maintenance call-outs separate from SSO response.	\$1,008 \$105 per hour after first 3 hours
Task 4. Progress Reports	At the beginning of the project, we will develop a standard monthly summary format that includes the performance indicators that will be tracked and measured on a monthly and annual basis. These indicators will correlate closely to the measures that are described in Element 9 of the Town's SSMP. If these elements are not yet defined, we will assist the Town in developing a list that follows Regional Board expectations. The summaries will document issues and provided recommendations to address these issues.	Included Above
Total Baseline Cost (Task 1 - 4)		\$38,239
Optional Task 1. Additional Pump Station Response	Response shall be provided to three pump station alarms . The auto dialer at the Town's main pump station could be programmed to call the West Bay pump facility supervisor with the West Bay maintenance superintendent as back up, in case of a pump station problem or failure, if the Town requests that West Bay serve as the First Responder.	\$1,008 \$120 per hour after first 3 hours
Optional Task 2. Pump Station consultation during design activities	West Bay will provide up to ten hours of consultation on the Town Center Pump Station Improvements Project, including attending meetings and conducting design reviews from an O&M perspective.	\$950
Optional Task 3. Fats, Oils, and Grease Control Program Assistance	This task includes inspection of up to five Food Service Establishments and other FOG-producing businesses, documentation, and recommendations for enforcement. West Bay will also implement FOG outreach, which includes the distribution of up to 20 FOG-prevention mailers .	\$1,920
Optional Task 4. Sewer System Management Plan Update	West Bay will engage V. W. Housen & Associates (VWHA) to update the Town's Sewer System Management Plan. The cost for this work will be finalized through discussions with Town staff, and varies depending on the level of detail that is desired in the SSMP document. This task includes completion of the mandatory 2014 SSMP Audit.	\$7,000 to \$10,000
Optional Task 5. Point Repairs (including Trenchless Spot Repairs)	West Bay has the expertise and equipment, and is available to assist the Town with point and spot repairs. We will advise the Town as to whether each repair can be addressed through a "Pipe Patch" approach, or will require a dig-up. Our experience with both methods of repair is described further in Section IV of the original proposal.	Per Repair. See Appendix A from Original Proposal.



West Bay Sanitary District
 Proposal for Sanitary Sewer Maintenance Services for TCSAD
 Amended July 2014

2014-2015 Sanitary Sewer O&M Proposal - Town of Woodside, CA					
RFP Task	Description	Quantity	Unit	Unit Price	Total
2.1	Sewer cleaning and flushing of 16,277 feet per year of sewer line - entire system	1	Each	\$14,974.84	\$14,974.84
	Hot Spot Cleaning (aka High Frequency) - 2,640 ft quarterly; 1st quarter cleaning included in Item #1	3	Quarters	\$2,666.40	\$7,999.20
2.2	CCTV inspection and cleaning related to lines previously determined as "inaccessible"	1,000	Linear Foot	\$2.35	\$2,350.00
	CCTV inspection (and cleaning as-needed) related to SSOs or repairs. Assumes 5 incidents/year.	1,500	Linear Foot	\$1.63	\$2,445.00
	Annual CCTV inspection (cleaning as needed)	4,000	Linear Foot	\$1.63	\$6,520.00
2.3	Operation and Maintenance of 2 pump stations ~ 2 visits per week each station	Completed by Others (CSMS)			
3.1	SSO Response including clearing stoppage, clean up, reports, etc. (collection system and pump stations)	3	Per Incident	\$980.55	\$2,941.65
	Alternative Hourly Rate (3-person crew plus equipment, 3 hour minimum)	1	Hour	\$326.85	
3.2	Service Call Unplanned Responses - 3 hour minimum (additional hours @ \$105 per/hr)	3	Per Incident	\$336.00	\$1,008.00
Baseline Cost, RFP Tasks 1 through 4					\$38,238.69
Option 1	Pump Station Alarm Response - 3 hour minimum (additional hours @ \$120 per/Hr)	3	Per Incident	\$336.00	\$1,008.00
Option 2	Pump Station Consultation. WBSD staff involvement during design activities.	10	Hours	\$95.00	\$950.00
Option 3	FOG Control Support Services:				
3a	FOG Inspections and Documentation	5	Each	\$360.00	\$1,800.00
3b	Neighborhood Outreach, up to 20 mailers	1	Each	\$120.00	\$120.00
Option 4	Initial Update of SSMP plus SSMP Audit	1	Each	\$7,000 to \$10,000 Depending on Level of Detail	

Example Unit Costs for Point and Spot Repairs

Unit Rates	
Labor:	
Maintenance Worker:	\$102/hr
Rehab Tech:	\$91/hr
Maintenance Worker:	\$59/hr
Equipment:	
Backhoe	\$25/hr
Roller	\$10/hr
Utility Truck	\$22/hr
Material: Cost plus Markup	

Open Trench Repair Estimate (Typical 5 foot Repair 6 feet deep)	
Labor:	\$3,000
Material:	\$600
Equipment:	\$400
Total:	\$4,000

PipePatch CIPP Repair Estimate		
Labor:		\$700
Material:		
6x24 Patch Kit	\$	400.00
6x48 Patch Kit	\$	600.00
8x24 Patch Kit	\$	500.00
8x48 Patch Kit	\$	800.00
Equipment:		\$200
Total:		
6x24 Patch	\$	1,300.00
6x48 Patch	\$	1,500.00
8x24 Patch	\$	1,400.00
8x48 Patch	\$	1,700.00

** Example Unit Costs for Optional Open Trench and CIPP Spot Repairs
(Actual Costs May Vary, Depending on Site Conditions)



Exhibit B 8-2 of 2

EXHIBIT C
INSURANCE FORMS

CALIFORNIA SANITATION RISK MANAGEMENT
AUTHORITY

ADDITIONAL COVERED PARTY ENDORSEMENT

This Endorsement forms a part of the Memorandum Of Coverage issued by the CALIFORNIA SANITATION RISK MANAGEMENT AUTHORITY.

ADDITIONAL COVERED PARTY: Town of Woodside

CSRMA MEMBER ENTITY: West Bay Sanitary District

DESCRIPTION OF ACTIVITY: Sanitary Sewer Maintenance Services for the Town Center Sewer Assessment District (TCSAD).

DATE(S) OF ACTIVITY: 10/30/2014 - 12/31/2014

LOCATION OF ACTIVITY: Town of Woodside

MAXIMUM COVERAGE LIMIT: \$2,000,000

DEDUCTIBLE: \$25,000

The person or organization first named above is added as an ADDITIONAL COVERED PARTY pursuant to Section III(A), "Definitions" and Section VII, "Covered Parties." Coverage is provided through participation in a risk sharing joint powers authority, for general and automobile liability as defined in the Memorandum of Coverage.

The coverage being provided by this Endorsement is limited to "occurrences" arising out of the activity or location described, and the time period indicated herein, and is subject to all the terms, conditions and exclusions of the Memorandum of Coverage. Pursuant to Section III (A), the person or entity named above is only an Additional Covered Party with respect to operations performed by or on behalf of the CSRMA MEMBER ENTITY, or facilities owned or used by the CSRMA MEMBER ENTITY.

Coverage is in effect for the DATE(S) OF ACTIVITY indicated above and will not be cancelled or allowed to expire at a date other than the last date indicated except upon 30 days' written notice to the Additional Covered Party.

Date issued: 10/30/2014



Authorized Representative

CERTIFICATE OF INSURANCE

30-Oct-2014

PRODUCER

Alliant Insurance Services, Inc.
 100 Pine Street
 11th Floor
 San Francisco, CA 94111 (415) 403-1400

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

INSURED

West Bay Sanitary District
 Member of CSRMA
 500 Laurel Street
 Menlo Park, CA 94025-

INSURERS AFFORDING COVERAGE

Please refer to Coverages section below.

97

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CoverageType	Insurer	Policy	EffectiveDate	ExpirationDate	LimitType	Amount
Workers Compensation and Employer Liability						
	Safety National Casualty Corporation	SP 4050951	01-Jul-2014	01-Jul-2015	Statutory	
					E.L. Each Accident	\$1,000,000
					Disease - Each Employee	\$1,000,000
					S.I.R.	\$750,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

THIS CERTIFICATE IS ISSUED FOR EVIDENCE OF COVERAGE ONLY WITH RESPECTS THE SANITARY SEWER MAINTENANCE SERVICES FOR THE TOWN CENTER SEWER ASSESSMENT DISTRICT (TCSAD).

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CERTIFICATE HOLDER

Town of Woodside 17376 - 2401
 2955 Woodside Road
 Woodside, CA 94062
 Attn: Paul T. Nagengast (Deputy Town Manager)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF COVERAGE		30-Oct-2014
PRODUCER Alliant Insurance Services, Inc. 100 Pine Street 11th Floor San Francisco, CA 94111 (415) 403-1400	THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM(S) OF COVERAGE (MOC) BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.	
INSURED West Bay Sanitary District Member of CSRMA 500 Laurel Street Menlo Park, CA 94025-	97	
MEMORANDUM OF COVERAGE NUMBER CSWC WBSB 1415 1	PROGRAM AFFORDING COVERAGE California Sanitation Risk Management Authority (C.S.R.M.A.)	
COVERAGES		
THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE COVERAGE PERIOD SHOWN BELOW, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT: PUBLIC ENTITY LIABILITY IS DEFINED IN THE MEMORANDUM(S) OF COVERAGE ON FILE WITH THE ENTITY, AND COPIES ARE AVAILABLE ON REQUEST.		
Type Of Coverage:	EffectiveDate	ExpirationDate
Public Entity Liability Including:		S.I.R.
		Deductible
		Liability Limit Per Occurrence
Worker's Compensation (Coverage)		
Limit	01-Jul-2014	01-Jul-2015
		\$750,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS THIS CERTIFICATE IS ISSUED FOR EVIDENCE OF COVERAGE ONLY WITH RESPECTS THE SANITARY SEWER MAINTENANCE SERVICES FOR THE TOWN CENTER SEWER ASSESSMENT DISTRICT (TCSAD).		
CERTIFICATE HOLDER	CANCELLATION	
Town of Woodside 2955 Woodside Road Woodside, CA 94062 Attn: Paul T. Nagengast (Deputy Town Manager)	SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.	
	AUTHORIZED REPRESENTATIVE 	



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 9**

To: Board of Directors

From: Sergio Ramirez, District Manager

Subject: Presentation and Direction on District Root Foaming Services

The District's Operations Superintendent, Robert Hulsmann, and Assistant Operations Superintendent, Robert Scheidt will present to the Board of Directors an update on the Root Foam Services as well as a plan for FY 2022/23 Root Foam Program.

THIS PAGE LEFT INTENTIONALLY BLANK



WEST BAY SANITARY DISTRICT AGENDA ITEM 10

To: *Board of Directors*

From: *Debra Fisher, Finance Manager
Sergio Ramirez, District Manager*

Subject: *Approve Additional Contributions from Connection Fees to the Treatment Plant Reserve in FY 2021-22*

Background

The District collects Connection Fees on every new connection or accessory dwelling unit (ADU) to the sewer system. A standard home is assumed to have 20 fixture units and requires 200 gallons per day (GPD) of capacity. The current charge for a standard home is \$8,501, comprised of a District charge of \$6,919 per 200 GPD standard home and \$1,582 for the Silicon Valley Clean Water (SVCW) treatment plant.

The Board discussed Treatment Plant Connection fees at the February 23, 2022 Board meeting. On April 27, 2022, the District held a Public Hearing proposing an increase in Sewer Connection Fees. At the same Board meeting, the District's new Connection Fee of \$8,608, per 200 GPD standard home, was approved by the Board of Directors, effective July 1, 2022 and the separate SVCW treatment plant fee of \$1,582 was no longer required.

Analysis

Silicon Valley Clean Water (SVCW) no longer charges an additional connection fee for its treatment facilities, instead the District contributes to its capital program fund in monthly installments. The District has continued to allocate connection fees to SVCW.

The District has a balance of \$2,189,455 in Supplemental Collection Fees reserved to increase capacity with SVCW, through May 31, 2022. These funds are primarily held in the District's Local Agency Investment Fund (LAIF) account.

The District established a Treatment Plant Reserve, effective August 1, 2021, with a \$12 million target, which is funded by annual contributions to the reserve. This reserve had a balance of \$2,509,725.60, as of May 31, 2022. SVCW projects the District to contribute \$7 million, to avoid additional debt between FY 2024-25 and FY 2029-30.

The District proposes to transfer the Supplemental Collection Fees through June 30, 2022 to the Treatment Plant Reserve, in order to provide better transparency of the total amount held to fund the treatment plant and to earn a better yield on these funds.

Fiscal Impact

The current \$2,189,455 in liability, plus any Supplemental Connection fees received in June 2022, would be transferred to the Treatment Plant Reserve. The District expects interest earnings to be higher in the Treatment Plant Reserve over LAIF, as rates rise.

Recommendation

The Finance Manager recommends the Board authorize the District Manager to transfer additional contributions from connection fees to the Treatment Plant Reserve in FY 2021-22.



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 11**

To: Board of Directors

From: Sergio Ramirez, District Manager

Subject: June 22nd, 2022 Update Report on District Response to Corona Virus

Background

In early March of 2020, the outbreak of Corona Virus in the USA caused Federal, State and Local governments to enact several laws, regulations and guidelines to mitigate the impact of the spread and severity of the virus including Shelter in Place. The District has been busy employing measures to meet those regulations and guidelines as well as taking action to ensure the safe working conditions of staff and minimize exposure of and interaction with the public.

Analysis

The District has thus far taken action in regards to: Shelter in Place, Social Distancing, Personal Protective Equipment, and the Injury and Illness Prevention Program (IIPP).

Shelter in Place: The District as a wastewater agency has been designated as an “Essential Service” and supplied employees with letters drafted by legal counsel that can be shown to legal authorities, if required, to justify their travel to, during and from work. In addition, the District has developed a Modified Work Schedule that requires individuals to stay at home or telecommute in order to reduce interaction and thus the potential of any spread of the virus among District staff. The District has also implemented the use of Zoom for meetings to reduce the need for consultants, partners, the public and Board member to attend in person. A camera and large screen have been installed to accommodate this mode of virtual meetings.

Social Distancing: District staff has employed several measures related to Social Distancing including; limiting meeting size to 10, marking seating spots at tables with 6

Report to the District Board for the Regular Meeting of June 22, 2022

foot separation, signage encouraging 6 foot distancing, separation of reporting stations to include the FERRF, Plexi-glass shields at the counter and between workspaces that cannot achieve 6 foot distancing, and closing of the District Office to the public unless by appointment.

Personal Protective Equipment (PPE): The District has been engaged in supplying employees and Board members with several forms of Personal Protective Equipment and emphasizing the frequent and regular use of this equipment. These items include: The distribution of hand sanitizer to employees and Board members, wipes for counters, chairs and tables, installation of hand sanitizer at counter, tables and offices, N95 masks to all employees, increased counts coveralls, face shields, goggles etc.

This has caused the District to reassess its inventory and at what levels of existing stock should trigger new orders so that the District can maintain adequate levels of important supplies to carry us not only through traditionally thought of natural disasters but pandemics such as this. To that end staff has developed an improved inventory check list that includes contact information for ordering, expected lag times in ordering, minimum levels of stock, Trigger-levels for ordering, dates of stock added to inventory and so on. This should help us be better prepared for future events where PPE can be in short supply or difficult to obtain and District operations can continue uninterrupted.

Injury and Illness Prevention Program: The District has made a significant effort in the way of training employees in how to deal with the COVID 19 response. We have developed SOP's for both field staff and office staff in dealing with customers while maintaining social distancing, utilizing PPE, and remote permitting etc. We have complied with local health officials requirement to complete and post at all entrances the Social Distancing Protocols and used that and our SOP's as a basis for developing a comprehensive COVID 19 Preparedness and Response program.

The District has taken great efforts to inform the public of changes in business procedures during this time including website postings, posting notices and information on all entrance doors, mailings of letters and flyers to residents, and ads in Facebook and YouTube. The use of Wipes has emerged as a huge problem for the District and our outreach has included addressing this problem in the flyers, ads, and correspondence to persuade our constituents to refrain from flushing wipes.

May 13 update: The District has found that it takes at least 3 weeks from the date of order to delivery of consumable PPE items such as; N95 face masks (we have received 2,000 masks since the first March order), 500 face shields, and 150 goggles to protect the field staff from droplets and mist while cleaning the sewer lines.

The District will now be faced with transitioning back to normal operations. The District Office is open on Friday by appointment only. Construction activities are increasing and

inspections are being scheduled much more frequently. Social Distancing and PPE will continue to be key elements of District life for the foreseeable future.

May 27 update: The District has opened the office to the public on Tuesdays and Thursdays. Stickers on the floors and notices on the doors and shields at the counters have been placed to remain compliant with the Health Dept. Wipes and signs have been placed in the bathrooms. All the departments except Administration have returned to normal work hours (which are mostly 9/80 schedule but crews are still separated with the Satellite Office/Corp Yard. As a result of these changes have updated the COVID 19 response plan and affixed to entry doors as required.

June 10 update: Staff is resuming normal Pre-COVID 19 work schedules beginning June 8, with the exception of some of the Admin staff. Office hours will open up to Monday through Thursday 9am to 3pm.

June 24 update: As of Friday, June 12 the Administration Office was open by appointment. Office hours continue to be open Monday through Thursday 9am to 3pm. Staff is continuing to make a concerted effort to be available to the public and contractors for business.

July 8 update: The current YouTube advertisement advising customers not to flush wipes or towels has been viewed by 220,653 people and 24% or 50,759 have viewed the video to completion.

August 12 update: When an employee has been in contact with a known or possible COVID 19 positive patient or been in contact with someone who has been in contact with a confirmed COVID 19 positive patient they will be asked to stay home for a 14-day self-quarantine period and will be asked to be tested for COVID 19. If the employee is well enough during the self-quarantine period, they will work from home during this time. As soon as the employee is COVID 19 negative, they will be asked to return to work.

September 9 update: The District's COVID-19 Preparedness and Response Program has been updated through DuAll Safety to include usage of current San Mateo County Health Department signage, updated social distancing protocol (verbiage and links for continuing SIP order), CDC updates on Coronavirus symptoms, addition of cloth face mask and San Mateo County Health guidelines. Training to be scheduled for September with DuAll Safety (by ZOOM) for all current updates. Staff has purchased two disinfecting fog machines to disinfect surfaces in the Admin and Maintenance Buildings, and Operations Building at FERFF. Disinfection of surface are being done weekly.

September 23 update: Two employees are currently out sick and in quarantine due to a possible exposure to COVID-19 per District's protocol memorialized in our August 12, 2020 update (above) "*When an employee has been in contact with a known or possible COVID 19 positive patient or been in contact with someone who has been in contact*

with a confirmed COVID 19 positive patient they will be asked to stay home for a 14-day self-quarantine period and will be asked to be tested for COVID 19.” Once the employees test negative for COVID-19, or quarantine for 14 days, they will be allowed back to work.

October 14 update: No updates at this time.

October 28 update: Updated training on the Response Program will be conducted in October. Two office employees were experiencing COVID-19 symptoms and were asked to work from home until test results were available. Both employees tested negative and have returned to work.

November 18 update: Updated training on the Response Program will be conducted on November 16.

December 9 update: The District is following all County of San Mateo increased COVID-19 restrictions and has cancelled our Holiday Luncheon out of an abundance of caution.

January 13, 2021 update: The front office is now limiting customers inside the lobby to no more than one. Others are asked to socially distance outside while they wait. Staff is working on the new COVID-19 Prevention Emergency Temporary Standards regarding prevention and reporting outbreaks.

January 27, 2021 update: The new COVID-19 Prevention Plan is complete and staff will receive training shortly.

February 10, 2021 update: Updated training on the Response Program was provided on February 2.

February 24, 2021 update: District Manager issued COVID-19 Vaccine letter to staff so they may schedule their vaccine on or after February 22, 2021 as part of the Phase 1B.

March 10, 2021 update: To date 7 employees have received at least one vaccine shot and approximately 3 others have received appointments.

March 24, 2021 update: Approximately 10 employees have been vaccinated.

April 14, 2021 update: The front office is back open to the public with limited hours of 9am-3pm Monday thru Friday with one customer being allowed in the lobby at a time. All four front office staff have received their second vaccine. Approximately, 33% of all staff have received one or more vaccine shots.

April 28, 2021 update: Approximately 50% of West Staff has been vaccinated. Effective May 3rd the Administrative staff will begin to work in the office full time, rather than from home, as they were for one to two days per week.

May 12, 2021 update: West Bay staff is back to working in the office full time and we are continuing have the front office opened to the public Monday through Friday. Over 50% of all staff are now vaccinated.

May 26, 2021 update: According to voluntary data, approximately 70% of West Bay staff have been vaccinated. Staff continues to follow Health Department guidelines.

June 9, 2021 update: Staff is following the County and State updates closely as restrictions ease up.

June 23, 2021 update: The District has made no changes to our existing COVID-19 policy but it is currently under review for updates and we are following Cal/OSHA and County of San Mateo requirements.

July 14, 2021 update: Staff is working with legal counsel and Du-All Safety to update the COVID 19 Response Plan. Training will take place in July on the updated plan.

July 28, 2021 update: There is no update since the July 14, 2021 Board meeting.

August 18, 2021 update: There is no further update since the July 14, 2021 Board Meeting.

September 8, 2021 update: The District is considering mandatory vaccination for staff.

September 22, 2021 update: District Manager and Legal Counsel will meet with Teamsters Local 350 to discuss mandatory vaccination.

October 13, 2021 update: There is no further update since the September 22, 2021 Board meeting.

October 27, 2021 update: There is no further update since the October 13, 2021 Board meeting.

November 10, 2021 update: An email was sent to staff letting them know that West Bay will mandate COVID-19 vaccinations.

December 8, 2021 update: On November 8, 2021 the District Manager and Safety Officer (Water Quality Manager) held training regarding the COVID-19 vaccine mandate. Staff has been submitting proof of vaccination to Human Resources since the training was held.

January 12, 2022 update: All employees and Board Members have provided proof of vaccination by the December 30 deadline.

January 26, 2022 update: State indoor mask mandate in effect until February 15. Front office staff is working from home two days per week to limit exposure.

February 9, 2022 update: Staff is working with DuALL Safety to update the response plan and will incorporate the latest CDC guidelines and requirements.

February 23, 2022 update: Staff is working with District Counsel to incorporate all of the recent guidelines with the various government bodies, if possible.

March 9, 2022 update: The office staff has returned to an in-full office work schedule after the latest COVID-19 surge. The District has prepared an update to COVID-19 Response Plan and will hold training in March.

March 23, 2022 update: Staff was trained on updated COVID-19 Response Plan on March 10. Masks are no longer required at this time unless staff is helping the public.

June 8, 2022 update: With the recent surge in COVID-19 cases, the District has two employees out with COVID-19 and three others working from home as a precaution.

June 22, 2022 update: One more staff member has contracted COVID-19. Everyone else is back on duty.

Fiscal Impact

While there has been considerable expense to implementing some of the COVID 19 mitigation measures such as; converting the FERRF office space (approx. \$2,000), purchasing PPE for stock (\$8,000 to \$10,000), Public Outreach (\$10,500), Zoom Meeting Equipment (approx. \$6,000) these expenses were absorbed in the Operating budget. The FY2020-21 Budget was impacted by the effects of the national COVID 19 response. To date approximately \$5300.00 has been spent in PPE, \$2000.00 in disinfecting equipment, and \$1927.00 in producing and updating the COVID 19 Response Plan. Cost are continuing to be tracked in FY2021-22.

Recommendation

The District Manager recommends the Board accept this report and provide comments to the District Manager in regards to the report. Additional information may be available at the Board meeting as conditions and responses are rapidly changing throughout the COVID-19 pandemic.



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 12**

To: Board of Directors

From: Sergio Ramirez, District Manager

Subject: Discussion and Direction on the West Bay and Sharon Heights Recycled Water Facility

A discussion will be held on the Sharon Heights Recycled Water Facility and other events related to the recycled water plant. The Board will have opportunity to provide direction to staff and legal counsel.

Recycled Water Facility Production Data:

2020	Treated	Delivered
August	8.8MG	8.2MG
September	8.2MG	5.1MG
October	7.4MG	4.5MG
November	5MG	1.4MG
December	4.7MG	.55MG
2021	Treated	Delivered
January	4.8MG	.23MG
February	4.4MG	.13MG
March	5.9MG	1.8MG
April	8.5MG	7.6MG
May	9.3.MG	8.2MG
June	9.8MG	8.7MG
July	9.5MG	9.1MG
August	9.4MG	9.0MG
September	9.1MG	6.9MG*
October	7.6MG	2.6MG**
November	5.2MG	0
December	4.7MG	0
2022	Treated	Delivered
January	4.4MG	97,000 gallons
February	4.4MG	1.5MG
March	6.6MG	3.5MG
April	7.6MG	3.8MG
May	9.2MG	7.4MG

* Sharon Heights substantially tapered off their water usage for September which is the reason for the large discrepancy between treated and delivered.

** Treatment was reduced in the second half of the month. Rain in late October and an irrigation equipment malfunctions caused water delivery to decrease.

The following is a disclosure statement required for any document, written report or brochure prepared in whole or in part pursuant to the Finance Agreement with the State Water Resources Control Board for the West Bay Sanitary District Recycled Water Project - Sharon Heights: Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. California's Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 13**

To: Board of Directors

From: Sergio Ramirez, District Manager

**Subject: Discussion and Direction on the Bayfront Recycled Water Project
and Status Update**

A discussion will be held on the District's Bayfront Recycled Water Projects and other events related to the recycled water projects including financing, environmental review, design/build issues and grant applications.

The Board will have opportunity to provide direction to staff and general counsel.

THIS PAGE LEFT INTENTIONALLY BLANK



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 14**

To: Board of Directors

From: Sergio Ramirez, District Manager

Subject: Report and Discussion on South Bayside Waste Management Authority (SBWMA)

The District's representative to South Bayside Waste Management Authority (SBWMA), President Fran Dehn, will report on any pertinent items regarding SBWMA business.

THIS PAGE LEFT INTENTIONALLY BLANK



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 17**

To: Board of Directors

From: Sergio Ramirez, District Manager

Subject: Consider Resolution Authorizing the President and Secretary of the District Board to Restate the Employment Agreement Between the West Bay Sanitary District and Sergio Ramirez (District Manager)

As a result of the Regular Board Meeting on June 22, 2022 the Board considered compensation adjustments for the District Manager following the closed session portion of the meeting.

The compensation adjustments to the District Manager's Employment Agreement will be reflected on the employment agreement and effective on July 1, 2022.

The District's General Counsel will reflect any changes to the employment agreement as directed by the Board.

The attached Resolution authorizes the President and Secretary of the District Board to restate and amend the agreement on behalf of the District.

Attachments: Resolution
Standard Employment Agreement

RESOLUTION NO. ____ (2022)

IN THE DISTRICT BOARD OF THE WEST BAY SANITARY DISTRICT

COUNTY OF SAN MATEO, STATE OF CALIFORNIA

BE IT RESOLVED that the President and Secretary of the West Bay Sanitary District be and are hereby authorized to restate and execute the Employment Agreement Between the West Bay Sanitary District and Sergio Ramirez (District Manager), Exhibit A.

Passed and adopted by the District Board of the West Bay Sanitary District at a regular meeting thereof held on the 22nd day of June 2022, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

President of the District Board of the West Bay
Sanitary District of San Mateo County, State of
California

Attest:

Secretary of the District Board of the West Bay
Sanitary District of San Mateo County, State of
California

**Employment Agreement
Between the West Bay Sanitary District
and
Sergio Ramirez (District Manager)**

THIS EMPLOYMENT AGREEMENT, made and entered into on the date it has been executed by all parties hereto (the “Effective Date”) is an Agreement dated _____, 2022, by and between the West Bay Sanitary District, a special district organized and existing under the laws of the State of California, hereinafter called “Employer”, and Sergio Ramirez, hereinafter called “Employee”, both of whom understand and agree to the Agreement as follows:

WITNESSETH:

WHEREAS, Employer desires to continue to employ the services of Sergio Ramirez as District Manager of the West Bay Sanitary District, as provided by Section 105(14) of the Code of General Regulations of the West Bay Sanitary District; and

WHEREAS, it is the desire of the District Board, hereinafter called “Board”, to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, Employee desires to continue to accept employment as District Manager of the West Bay Sanitary District.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1: Duties

Employer hereby agreed to employ Sergio Ramirez as District Manager, beginning July 1, 2020, to perform the functions and duties specified in the Code of General Regulations and to perform other legally permissible and proper duties and function as the Board shall from time to time assign.

As District Manager, Employee shall be in charge of and responsible for the operation of and management of the District and the general business and governmental affairs of the West Bay Sanitary District in accordance with the laws of the United States of America and the State of California governing special districts, and the District’s rules and regulations. Employee shall do and perform all services, acts, or functions necessary or advisable to manage and conduct the business and governmental affairs of the District, and as may be from time to time determined by the Board of Directors. Employee shall perform all duties with due diligence and with the best interest of the District in mind.

Section 2: Term

- A. Employment pursuant to the terms of this agreement is “at will”. The term of this agreement shall commence effective on the Effective Date, and shall continue through and including June 30, 2025, unless terminated earlier by either party as provided for herein or extended by mutual agreement of the parties.

- B. Employee agrees to remain in the exclusive employ of Employer throughout the life of this agreement and to neither accept other employment nor to become employed by any other employer. Employee shall not engage in any other employment, business or profession for pay while employed by the District.
- C. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of employee at any time, subject only to the provisions set forth in Section 7 of this agreement.
- D. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 7 of this agreement.

Section 3: Compensation

- A. Effective July 1, 2022, Employer agrees to compensate Employee for his services rendered pursuant hereto as follows:
 - 1. At an annual base salary of _____ dollars (\$_____), payable in bi-weekly installments.
 - 2. In addition, Employee shall be eligible for an end-of-year performance payment in an amount up to _____ percent (___ %) of Employee’s base salary based on the Board of Directors’ assessment of performance in meeting Employee’s goals and objectives for calendar year 2022, payable on or after January 1, 2023.
- B. Effective July 1, 2023, Employer agrees to compensate Employee for his services rendered pursuant hereto as follows:
 - 1. At an annual base salary of _____ dollars (\$_____), payable in bi-weekly installments.
 - 2. In addition, Employee shall be eligible for an end-of-year performance payment in an amount up to _____ percent (___%) of Employee’s base salary based on the Board of Directors’ assessment of performance in meeting Employee’s goals and objectives for calendar year 2023, payable on or after January 1, 2024.
- C. Effective July 1, 2024, Employer agrees to compensate Employee for his services rendered pursuant hereto as follows:
 - 1. At an annual base salary of _____ dollars (\$_____), payable in bi-weekly installments.
 - 2. In addition, Employee shall be eligible for an end-of-year performance payment in an amount up to _____ percent (___%) of Employee’s base salary based on the Board of Directors’ assessment of performance in meeting Employee’s goals and objectives for calendar year 2024, payable on or after January 1, 2025.

- D. The performance payment referenced in sub-paragraphs A.2, B.2, and C.2, above, shall not be considered toward the amount of Employee's compensation for purposes of calculating Employee's retirement compensation through CalPERS.
- E. The District will match on a 1:1 ratio contribution up to three percent (3%) of Employee's annual salary into a qualified Section 457 plan or 401 (a) plan.

Section 4: Management Benefits

Employee shall receive the following fringe benefits:

- A. Employee shall accrue vacation in accordance with the District's personnel policy.
- B. Employee shall accrue 10 administrative leave days per calendar year. This benefit must be used during the calendar year and does not accrue from year to year.
- C. Employee shall accrue sick leave in accordance with the District's personnel policy. In the event of retirement, permanent disability or death, the District shall pay the employee, or the heirs or estate of Employee, accrued sick leave in accordance with District's personnel policy.
- D. Health, dental, life, accidental death and dismemberment, and other health-related insurances, retirement, reimbursement for authorized District related expenses, and disability leave shall all be allowed in accordance with the District's personnel policy.
- E. Employee shall be entitled to all holiday leave, jury duty, bereavement leave and other leave stipulated available to management employees as defined by the District's personnel policy.
- F. Automobile Allowance or District Vehicle Usage shall be _____

Travel required in a personal vehicle for District business shall be reimbursed pursuant to District policy.
- G. This agreement is not intended to and in fact does not entitle the District Manager to any benefits other than those stated in this agreement.

Section 5: Performance Evaluation

- A. Board of Directors shall review and evaluate Employee's performance, and establish goals and priorities for the upcoming year, after the first six months of employment, and thereafter at least annually. Said review and evaluation may be in accordance with specific criteria developed jointly by Employee and the Board of Directors.
- B. The Board of Directors and Employee may define, in writing, such goals and performance objectives for Employee as the Board determines are determined necessary for the proper operation of the District and in the attainment of the Board of Directors' policy objectives, which may include establishment of priorities among those various goals and objectives.
- C. Employee will be responsible for placing performance evaluations provided for in this Section on the Board of Directors' agenda, with the concurrence of the Board President.
- D. The provisions of this Section notwithstanding, the specific timing and content of Employee's performance evaluations shall be subject to the discretion of the Board, and nothing contained herein shall be deemed to alter the at-will nature of the employment relationship between Employee and Agency.

Section 6: Professional Development

- A. Employer agrees to budget for and to pay for professional dues and subscriptions of Employee reasonably necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer.
- B. Employer hereby agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for professional and office travel, meetings, and occasions necessary to continue the professional development of Employee, and to adequately pursue necessary functions for Employer, including but not limited to CASA, WEF, CWEA, CSDA, and such other appropriate, regional, state and local governmental groups and committees hereof which Employee serves as a member on behalf of the District.
- C. Employer also agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for his professional development and for the good of the Employer.
- D. Employee shall obtain prior Board approval for any expenses in this Section which are not budgeted for and for all out-of-state functions.

Section 7: Termination of Agreement and Severance Pay

This agreement shall be terminated if any of the following occurs:

- A. Whenever Employee and Employer mutually agree in writing.
- B. Without cause, whenever either party shall give thirty (30) days notice to the other of the party's desire to terminate this Agreement.
- C. Upon the death or permanent disability of Employee.
- D. For Cause. In the event Employee is terminated for cause, the Employee shall be given written notice setting forth the reasons for such termination. Said termination shall take effect immediately or as specified by Employer in the Notice of Termination. No severance or termination pay shall be awarded to the employee if Employee is terminated for cause. For purposes of this Agreement, the term "For Cause" shall mean Employee's fraudulent or dishonest acts, gross abuse of authority or indiscretion with respect to Employer, failure or inability to perform Employee's duties in a competent manner, or willful breach or habitual neglect of Employer's employment duties.
- E. If employee is terminated without cause by Employer pursuant to Paragraph B, above, Employee shall be entitled to severance pay, measured from the last day of employment, in an amount equal to: (i) six (6) months base salary at the rate in effect at the time of termination, if terminated without cause within first two years of Employee's appointment as District Manager; and (ii) three (3) months base salary if terminated without cause more than two years after Employee's appointment as District Manager.
- F. In the Event Employee is terminated by Employer pursuant to either paragraph B or D, above, the Employee shall receive accrued but unused vacation and administrative leave days. Accrued sick leave benefits shall be paid in accordance with the District personnel policy.
- G. Employer agrees not to reduce Employee's pay or benefits to a proportionately greater extent than any reduction for other management employees. If Employee resigns at the request of the Board, or in the face of such disproportionate pay reductions, Employee shall be deemed to be terminated and shall be entitled to severance under Section E.

Section 8: Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- A. West Bay Sanitary District, 500 Laurel Avenue, Menlo Park, CA 94025

- B. Sergio Ramirez, c/o West Bay Sanitary District, 500 Laurel Avenue, Menlo Park, CA 94025. Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 9: General Provisions

- A. The text herein shall constitute the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing between the District and the Employee and contains all of the covenants and agreement between the parties with respect to such employment in any manner whatsoever.
- B. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied herein, and no other agreement, statement or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing and signed by both the District and the Employee.
- C. This agreement shall be binding on and inure to the benefit of the heirs at law and executors of the Employee.
- D. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- E. The parties agree to submit any and all disputes regarding this contract or the employment relationship to binding arbitration with the American Arbitration Association, pursuant to their rules for Employee/Employer matters. In the event of such litigation arising out of this agreement, reasonable attorneys' fees shall be awarded to the prevailing party.
- F. This agreement shall be interpreted under the laws of the State of California.
- G. Employee understands that the Board may, from time to time, revise the District's personnel policies. Employee understands that he is subject to those policies and procedures when they are not in conflict with the contents of this agreement.

IN WITNESS WHEREOF, West Bay Sanitary District, has caused this agreement to be signed and executed in its behalf by its Board president, and duly attested by its Secretary, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

EMPLOYEE

Dated: _____
SERGIO RAMIREZ

EMPLOYER

WEST BAY SANITARYDISTRICT

Dated: _____
By: _____
FRAN DEHN
Board President

Attest:

Secretary

Approved as to form:

By: _____
Anthony P. Condotti
District Counsel

THIS PAGE LEFT INTENTIONALLY BLANK